

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 13-00433-WS-M

CHRIS YBARRA,
BARBARA YBARRA, and
BLALOCK, HARRIS & MARTIN, INC.
d/b/a COTTON'S RESTAURANT,

Defendants.

CONSENT DECREE

BACKGROUND

1. Plaintiff United States of America ("United States") commenced this action against Chris Ybarra, Barbara Ybarra, and Blalock, Harris & Martin, Inc., doing business as Cotton's Restaurant (collectively, "Defendants"), pursuant to Title III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12181-12189, and the U.S. Department of Justice's implementing regulation, 28 C.F.R. Part 36, alleging, *inter alia*, that the Defendants violated Title III of the ADA by failing to remove architectural barriers where readily achievable to do so.
2. This matter was initiated by a complaint filed with the Department of Justice alleging that Cotton's Restaurant, a restaurant and bar and gift shop located at 26009 Perdido Beach Boulevard, Orange Beach, Baldwin County, Alabama 36561, failed to remove architectural barriers to access affecting individuals with disabilities where such removal is readily achievable, including with respect to accessible parking, entrances, exits, toilet rooms, and dining tables.

3. The United States investigated the complaint under the authority granted by the ADA, 42 U.S.C. § 12188, and its implementing regulations, 28 C.F.R. § 36.502, and conducted site inspections and surveys covering all areas of Cotton's Restaurant, including the parking spaces, entrances, corridors, ramps, toilet rooms, novelty or gift shop, bar and restaurant. The United States determined that Defendants had, *inter alia*, failed to: provide the required number of accessible parking spaces; remove barriers to accessing the second floor of the restaurant, which include steep and uneven ramps and a minimum of five (5) steps outside the building to enter the facility and sixteen (16) additional stair risers to reach the dining and bar area; remove barriers in the toilet rooms; and provide accessible dining tables for persons who use wheelchairs.
4. Defendants cooperated in the investigation of this matter. Following receipt of the results of the United States' investigation, Defendants began and intend to undertake significant renovations of the existing restaurant facility in order to make the facilities and services accessible in compliance with the ADA. Defendants deny liability for any violation of title III of the ADA with respect to Cotton's Restaurant and/or any other applicable law regarding the rights of individuals with disabilities. Defendants allege that the estimated cost of the renovations and additions related to the removal of barriers and to attain accessibility is approximately \$240,000. Defendant Blalock, Harris & Martin, Inc. alleges that it will have lost approximately \$76,000 in lost sales during the temporary closure of Cotton's Restaurant to effect the removal of barriers to accessibility. Finally, Defendants Chris and Barbara Ybarra allege that because the previous owner would not participate in the renovations required by the ADA and implementing regulations, these Defendants allege they have purchased the real property on October 2, 2012, for the sum

of \$750,000 so that they could control the real property in order to effect the renovations required. The United States position is that Defendants' failure to remove the architectural barriers to access constitutes a pattern or practice of discrimination within the meaning of 42 U.S.C. § 12188(b)(1)(B)(i) and 28 C.F.R. § 36.503(a); and constitutes unlawful discrimination that raises an issue of general public importance within the meaning of 42 U.S.C. § 12188(b)(1)(B)(ii) and 28 C.F.R. § 36.503(b).

5. The United States and Defendants agree that the entry of this Consent Decree, without further litigation at this time, is in the public interest.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to 42 U.S.C. § 12188(b)(1)(B); 28 U.S.C. 1331 and 1345. Venue is proper in this District pursuant to 28 U.S.C. § 1391, in that all claims alleged in the Complaint arose within this District.

PARTIES

7. Plaintiff is the United States of America.
8. Defendants Chris Ybarra and Barbara Ybarra own the real property in which Cotton's Restaurant is operated. Defendant Blalock, Harris & Martin, Inc., leases the real property from Defendants Chris Ybarra and Barbara Ybarra in which Cotton's Restaurant is operated, and it is the owner and operator of the restaurant and bar and gift shop known as Cotton's Restaurant.

TITLE III COVERAGE AND REQUIREMENTS

9. Title III of the ADA bans discrimination against persons with disabilities by owners or operators of places of public accommodation, 42 U.S.C. § 12182(a), and establishes an ongoing requirement by such owners and operators to, among other things, remove

architectural barriers to access where such removal is “readily achievable,” *id.* at § 12182(b)(2)(A)(iv), 28 C.F.R. § 36.304; and reasonably modify policies and practices so as to ensure “full and equal enjoyment” of their goods and services by individuals with disabilities, 42 U.S.C. §§ 12182(a) and 12182(b)(2)(A)(ii), 28 C.F.R. §§ 36.201 and 36.302. Public accommodations must also furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities, 42 U.S.C. § 12182(b)(2)(A)(iii), 28 C.F.R. § 36.303, and maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities, 28 C.F.R. § 36.211.

10. Cotton’s Restaurant is a place of public accommodation as defined in the ADA and its implementing regulations because it is a restaurant, bar, and gift shop and its operations affect commerce, 42 U.S.C. §§ 12181(7)(B), (E), 12182; 28 C.F.R. § 36.104. Defendants are therefore a public accommodation as defined by 28 C.F.R. § 36.104.

TERMS OF AGREEMENT

11. The Defendants shall make all architectural modifications, including removing the barriers to access, in compliance with the ADA and its implementing regulations and the 2010 ADA Standards for Accessible Design (“Standards”), *see* 28 CFR § 36.104 (defining the “2010 Standards” as the requirements set forth in appendices B and D to 36 CFR part 1191 and the requirements contained in subpart D of 28 CFR part 36). By November 15, 2013, Defendants shall remove the architectural barriers to access identified in this Consent Decree and shall effect the renovations and changes shown in the plans and specifications attached hereto as Exhibit A.

ACCESSIBLE PARKING

12. The Defendants will reconstruct the existing parking lot to provide compliant accessible parking directly in front of the building which houses Cotton's Restaurant. Based on the number of total parking spaces at Cotton's Restaurant property and the adjacent parking lot (presently owned by ReMax of Orange Beach) to which Cotton's Restaurant's management has privilege of use rights during Cotton's Restaurant's business hours, a minimum of three (3) accessible spaces, with appropriate access aisles, shall be constructed. Proper maximum cross slopes and parallel slopes shall be maintained in all accessible parking spaces, aisles, ramps and walkways. Proper marking and proper signage shall also be installed as approved by the United States and which appear in Exhibit A, p. 2, A0 Site Plan. *See* Standards §§ 208 and 502.

ACCESSIBLE TOILET ROOMS

13. Defendants shall construct a new accessible toilet room for women in accordance with the plans and specifications attached hereto as Exhibit A, p. 5, A1.2 Second Floor Plan, and shall provide proper signage. *See* Standards §§ 213, 603, 604, and 606.
14. Defendants shall renovate the existing toilet rooms into an accessible toilet room for men in accordance with the plans and specifications attached hereto as Exhibit A, p. 5, A1.2 Second Floor Plan. *See* Standards §§ 213, 603, 604, 605, and 606.
15. Defendants shall provide hallways not less than 48 inches wide on the approaches to the accessible toilet rooms, with doors with a clear opening width not less than 32 inches with sufficient maneuvering clearance in accordance with the plans and specifications attached hereto as Exhibit A, p. 5, A1.2 Second Floor Plan. *See* Standards §§ 404.2.3, 404.2.4, and, 603.2.

DINING TABLES

16. At least five (5) percent of all tables located in Cotton's Restaurant shall be accessible to persons who use wheelchairs. *See* Standards § 902; 28 C.F.R. § 36.201(a).

OTHER BARRIER REMOVAL

17. The Defendants shall install a platform lift, 36 inches minimum by 48 inches minimum, with a power assist door with standby power, from the front of the restaurant at which the accessible parking shall be located, up to each level, including the level of the building at which the restaurant and bar are located, all in accordance with the plans and specifications attached hereto as Exhibit A, p. 2, A0, Site Plan; p. 4, A1.1 First Floor Plan; and, p. 5, A1.2 Second Floor Plan. *See* Standards §§ 206.4.1, 206.2.5, 206.7, 404.3, and 410.
18. Defendants shall provide accessible ramps or walkways from the accessible parking to the entrance to the platform lift in accordance with the plans and specifications attached hereto as Exhibit A, p. 2, A0, Site Plan; p. 3, S1, Foundation Plan; p. 4, A1.1, First Floor Plan. *See* Standards §§ 206.2.1, 402, 403, 404, 405, and 410.

POLICIES

19. Defendants will not discriminate against any individual on the basis of disability. The Defendants will make reasonable modifications in policies, practices, or procedures when such modifications are necessary to afford its services and facilities to individuals with disabilities, unless the modifications would fundamentally alter the nature of its services. The Defendants will not exclude any individual with a disability from the full and equal enjoyment of its services and facilities. The Defendants will not exclude any individual

from the full and equal enjoyment of its services and facilities because of the individual's association or relationship with a person with a disability.

20. The Defendants shall adopt the attached Nondiscrimination Policy Regarding Persons with Disabilities (Exhibit B). A copy of the policy shall be posted in a visible location at or adjacent to the location of other employee or staff notices, such as worker's compensation notices, health department notices, and similar laws, announcements or policies. As set out in this policy, Defendants shall maintain in operable working condition the features and equipment that are required to be readily accessible to and usable by person with disabilities, including the elevator or chair-lift required above in paragraph 17, and accessible paths of travel through the restaurant to access the dining tables and bar area and toilet rooms, and throughout the facility. 28 C.F.R. 36.211.
21. The Defendants shall adopt the attached Service Dog policy¹ (Exhibit C). A copy of the policy shall be posted in a visible location at or adjacent to the location of other employee or staff notices, such as worker's compensation notices, health department notices, and similar laws, announcements or policies.
22. Within thirty (30) days after the effective date of this Agreement, the Defendants will also develop or procure signs, not less than 6" x 12" with a font of 48, stating "This Restaurant Welcomes Customers With Disabilities Who Are Accompanied By Their Service Animals," which will also include this message in Braille. The signs will be installed next to the public entry doors of the restaurant on the latch side of the door. The sign shall be mounted so that the bottom of the upper row of letters is at a height of 60

¹ This policy is also available in Traditional Chinese, Simplified Chinese and Spanish and can be obtained from the United States by contacting the Assistant United States Attorney identified below.

inches from the floor or ground. Prior approval by the United States of the signs is required.

TRAINING OF OWNERS, MANAGERS AND STAFF

23. Within sixty (60) days following the entry of this Decree, the Defendants, managers and staff of Cotton's Restaurant will receive suitable live, in-person training about the appropriate service and interaction of hospitality industry staff with persons with disabilities, including the policies and requirements set out in paragraphs 19-21 above. The proposed training must be presented to the United States for review and written approval before the training is conducted. As part of training, each Defendant, employee, manager, or owner shall review the Service Dog Policy and the Nondiscrimination Policy Regarding Persons with Disabilities, and shall sign each document where provided. Copies of each such signed document shall be provided to the United States within sixty (60) days of the date of this Decree. Newly hired managers and staff will receive written and audio/video (or web-based) training on the appropriate service and interaction of hospitality industry staff with persons with disabilities, including the policies and requirements set out in paragraphs 19-21 above, within ten (10) days of that person's hiring, and will review and sign the Service Dog Policy and the Nondiscrimination Policy Regarding Persons with Disabilities. Upon each anniversary date of this Decree for the duration of the Decree, the Defendants shall provide the United States signed copies of these policies from all new-hires or re-hires of persons hired or engaged by the Defendants working at Cotton's Restaurant.
24. All expenses for training are the responsibility of the Defendants.

REPORTING AND NOTICE

25. Annually on the anniversary of the Effective Date of this Consent Decree, Defendants will report to the United States its progress in implementing this Consent Decree, including on its training obligations, and will provide documentation of the architectural work completed or in progress, including plans and photographs.
26. Defendants shall publicize the availability of accessible parking, accessible restrooms, accessible routes to the dining room from the accessible parking, elevator or chair lift availability, wheelchair seating, companion seating, and service dog policy, and the renovations and modifications effected to make the restaurant accessible, by appropriate notice on the Defendants' website(s), and in any press release, any promotional literature (whether electronic or physical), and in any interview to or by the media. Photographs of the renovations and accessible features shall be posted on the website, along with the policies attached hereto as Exhibits B and C.

CIVIL PENALTY AND DAMAGES

27. Based upon the level of cooperation of Defendants in response to the investigation by the United States, and based upon the estimated expenses alleged to have been incurred by Defendants in renovation and construction costs and other expenses, no civil penalty is requested by the United States against the Defendants for the ADA violations addressed in this Consent Decree that occurred before the effective date of this Consent Decree. The Complainant has elected not to seek damages.
28. A violation of the ADA that occurs after the effective date of this Consent Decree shall be deemed a subsequent violation of the ADA under 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3), and subject Defendants to the appropriate civil penalty.

ENFORCEMENT AND IMPLEMENTATION

29. In consideration of this Consent Decree, the United States will refrain from undertaking further action relating to this investigation, except as provided in paragraph 30 below. The United States may review compliance with this Consent Decree or Title III of the ADA at any time. If the United States believes that this Consent Decree or any portion thereof has been violated, it will raise its concerns with Defendants in writing and the parties will attempt to resolve the concerns in good faith. In the case of a perceived breach, the United States will give Defendants thirty days from the date it notifies Defendants in writing of any breach of this Consent Decree to cure that breach before instituting an enforcement action.
30. Upon reasonable written advance notice to Defendants (through counsel), the United States and any persons acting on its behalf (including consultants or investigators) shall be permitted reasonable access to Cotton's Restaurant to review compliance with this Consent Decree.
31. Failure by the United States to enforce this entire Consent Decree or any of its provisions shall not be construed as a waiver of its right to do so with regard to other provisions of this Consent Decree.
32. This Consent Decree shall be binding on Defendants, including all agents, successors in interest, and assigns thereof. In the event that any of the Defendants seeks to sell, transfer, or assign all or part of its interest during the term of this Consent Decree, as a condition of sale, transfer, or assignment, the Defendant shall obtain the written accession of the successor or assignee to any obligation remaining under this Consent Decree for the remaining term of the Consent Decree.

33. A signatory to this Consent Decree in a representative capacity for either party represents that he or she is authorized to bind that party to this Consent Decree.
34. This Consent Decree constitutes the entire agreement between the United States and Defendants on the matters raised herein and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Consent Decree, shall be enforceable.
35. This Consent Decree is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Consent Decree. Nothing in this Consent Decree changes Defendants' obligation to otherwise comply with the requirements of the ADA.
36. The Effective Date of this Consent Decree means the date that this Consent Decree is signed by a Judge of this United States District Court.
37. The duration of this Consent Decree will be three years from the effective date.

SO ORDERED this 17th day of September, 2013.

s/ WILLIAM H. STEELE
CHIEF UNITED STATES DISTRICT JUDGE

The parties hereby expressly consent to the entry of the foregoing Consent Decree.

FOR THE UNITED STATES OF AMERICA

ERIC J. HOLDER, JR.
Attorney General

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division

KENYEN R. BROWN
United States Attorney
Southern District of Alabama

EUGENE A. SEIDEL
First Assistant United States Attorney
Chief, Civil Division
United States Attorney's Office
Southern District of Alabama

Dated: August __, 2013.

GARY ALAN MOORE (MOORG 6851)
Assistant United States Attorney
United States Attorney's Office
Civil Rights Enforcement Unit
Southern District of Alabama
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Mobile, Alabama 36602
Telephone: 251.415.7104
Email: gary.moore2@usdoj.gov

**FOR CHRIS YBARRA, BARBARA YBARRA &
BLALOCK, HARRIS & MARTIN, INC., d/b/a COTTON'S RESTAURANT**

CHRIS YBARRA

BARBARA YBARRA

CHRIS YBARRA, President
BLALOCK, HARRIS & MARTIN, INC.
d/b/a Cotton's Restaurant

Dated: _____, 2013.

CRAIG D. OLMSTEAD, ESQ.
Olmstead & Olmstead, L.L.C.
Attorney for Defendants
234 Office Park Drive
Gulf Shores, AL 36542
Telephone: 251.943.4000

Dated: _____, 2013.

FOR THE UNITED STATES OF AMERICA

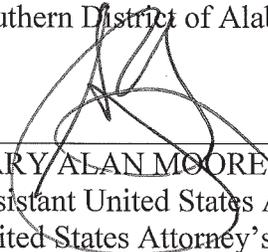
ERIC J. HOLDER, JR.
Attorney General

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division

KENYEN R. BROWN
United States Attorney
Southern District of Alabama

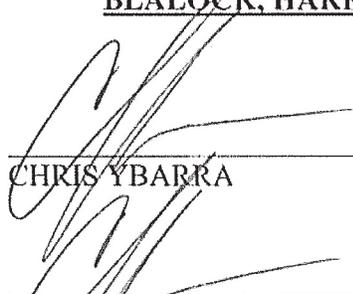
EUGENE A. SEIDEL
First Assistant United States Attorney
Chief, Civil Division
United States Attorney's Office
Southern District of Alabama

Dated: August 22, 2013.

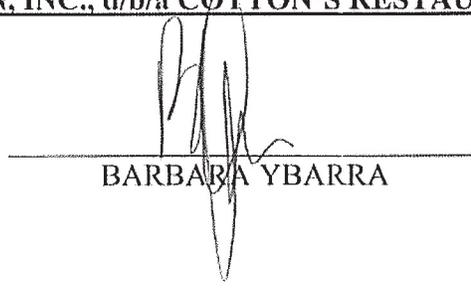


GARY ALAN MOORE (MOORG 6851)
Assistant United States Attorney
United States Attorney's Office
Civil Rights Enforcement Unit
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**FOR CHRIS YBARRA, BARBARA YBARRA &
BLALOCK, HARRIS & MARTIN, INC., d/b/a COTTON'S RESTAURANT**



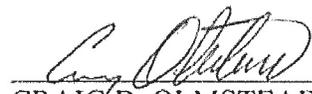
CHRIS YBARRA



BARBARA YBARRA

CHRIS YBARRA, President
BLALOCK, HARRIS & MARTIN, INC.
d/b/a Cotton's Restaurant

Dated: August 22, 2013.



CRAIG D. OLMSTEAD, ESQ.
Olmstead & Olmstead, L.L.C.
Attorney for Defendants
234 Office Park Drive
Gulf Shores, AL 36542
Telephone: 251.943.4000

Dated: August 22, 2013.

EXHIBIT A

Alterations & Additions to Cotton's

ALTERATIONS and ADDITIONS TO COTTON'S PERDIDO BEACH BOULEVARD ORANGE BEACH, ALABAMA

ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDIDO BEACH BOULEVARD
ORANGE BEACH, ALABAMA

J. Barganier Architect, Inc.
1315 BAYVIEW DRIVE
ORANGE BEACH, ALABAMA 36561
TEL: 904.934.1100
FAX: 904.934.1101



SCALE: AS NOTED
DATE: 01.28.13
REVISION:
REVISION:

T1
COVER SHEET

GENERAL CODE INFORMATION	
CONSTRUCTION TYPE VB NON-SPRINKLERED	
OCCUPANCY GROUP ASSEMBLY A-2	

FIRE RESISTANT CONSTRUCTION	
PER TABLE 601 2012 IBC STRUCTURAL ELEMENT	
FIRE RESISTANT CONSTRUCTION	CC.NST. TYPE
STRUCTURAL FRAME COLUMNS, GIRDERS, TRUSSES	0
BEARING WALLS INTERIOR	0
NON-BEARING WALLS AND PARTITIONS EXTERIOR (PER TABLE 605)	0
INTERIOR	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION	0

BUILDING ALLOWABLE HT. & AREA CALCULATIONS 2012 IBC - CHAPTER 5 TABLE 503										
USE	GROUP	TYPE OF CONSTRUCTION	HEIGHT (FEET)	AREA (SQ. FT.)	HEIGHT IN FEET OF STORY					
ASSEMBLY	A-2	VB	1	1	1	1	1	1	1	1

MEANS OF EGRESS REQUIREMENTS 2012 IBC, CHAPTER 10						
OCCUPANCY	OCCUPANCY	MIN. NO. OF EXITS	MIN. NO. OF EXITS	MIN. EXIT WIDTH	MIN. EXIT WIDTH	MIN. EXIT WIDTH
ASSEMBLY	105	2	3	35	100	100

TABLE 1021.1 MINIMUM NUMBER OF EXITS PER OCCUPANT LOAD	
OCCUPANT LOAD (PERSONS PER STORY)	MINIMUM NUMBER OF EXITS (PER STORY)
1-500	2
501-1000	3
MORE THAN 1000	4

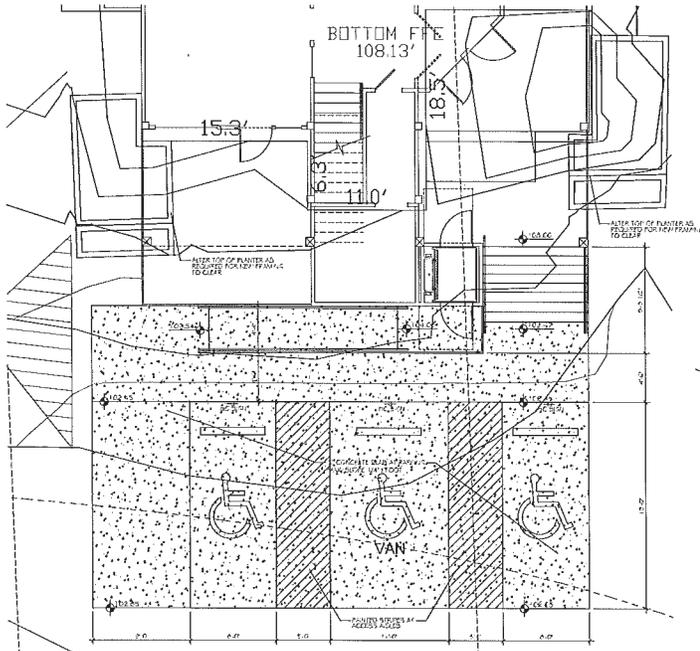
GENERAL STRUCTURAL NOTES

NOTE: A SECTION-HOUSING SURFACE INSULATION HAS NOT BEEN PROVIDED FOR THIS PROJECT. FOR WEAPON-BORN SHOTS AND BULLETS TO BE STOPPED BY THE CONCRETE AND MASONRY AS A WALL COLLISION TEST FOR THE AREA THE DESIGNER SHALL REFER TO THE ADEQUACY OF THE DESIGN FOR WEAPON-BORN SHOTS AND BULLETS TO BE STOPPED BY THE CONCRETE AND MASONRY.

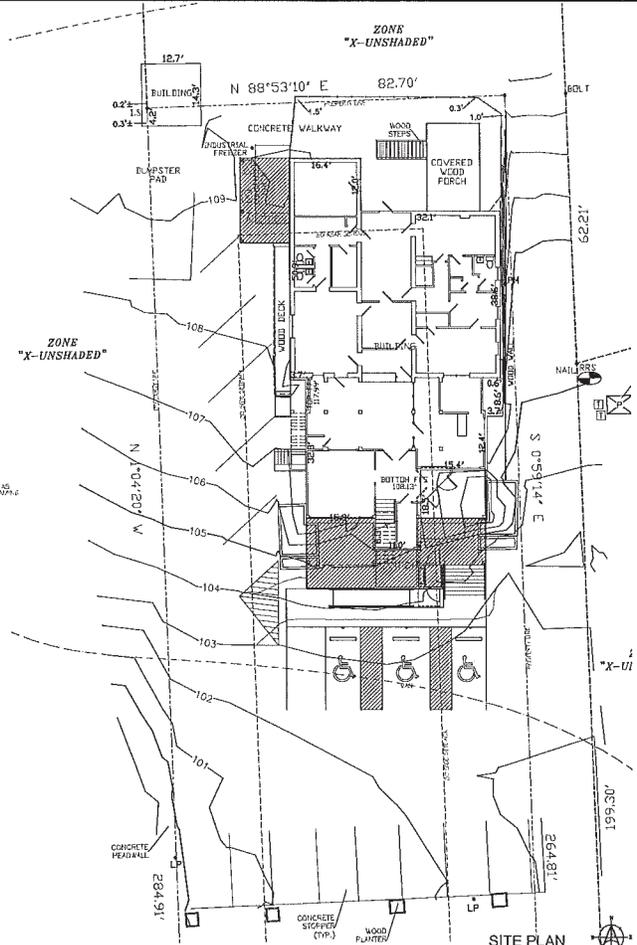
GENERAL NOTES:

- ALL NEW CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND PERMITS. CHECK LOCAL PERMITS FOR CONSTRUCTION ELECTRICAL, PLUMBING, AND MECHANICAL.
- THE INTENT OF THESE DRAWINGS IS TO PROVIDE THE OWNER WITH GENERAL INFORMATION FOR THE SOUND CONSTRUCTION OF THE PROJECT. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT OR THE QUALITY OF THE WORKMANSHIP OF THE CONTRACTOR.
- CONTRACTOR TO SECURE AND PAY FOR ALL NECESSARY FEES AND PERMITS FOR CONSTRUCTION, ELECTRICAL AND PLUMBING CONTRACTORS, ETC.
- ALL DIMENSIONS ARE SHOWN ON DRAWINGS ARE TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS CONTAINED WITHIN THESE DRAWINGS ARE TO BE SHOWN UNLESS OTHERWISE NOTED TO THE CONTRACTOR.
- PROVIDE TEMPORARY SETTLING BASKETS, WALL BRACES AND OTHER MEASURES AS NECESSARY TO PROTECT EXISTING AREAS FROM EXCESSIVE VIBRATION DURING CONSTRUCTION. CHECK WITH ALL SOIL BORING LOGS FOR USE AT THE BOTTOM OF THE SHIELD.
- ALL EXISTING SITE CONDITIONS ARE TO BE VERIFIED BY CONTRACTOR BEFORE START OF CONSTRUCTION.
- PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

INDEX TO DRAWINGS	
SHEET	SHEET TITLE
T1	COVER SHEET
A0	SITE PLAN
S1	FOUNDATION AND FINISHING PLANS
A1	FIRST FLOOR PLAN
A2	SECOND FLOOR PLAN
A3	ELECTRICAL
A4	MECHANICAL
A5	PLUMBING
E1	ELECTRICAL PLANS



ENLARGED SITE PLAN
SCALE: 1/4" = 1'-0"



SITE PLAN
SCALE: 1" = 10'

ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDIDO BEACH BOULEVARD
CORNER BEACH HARBOR

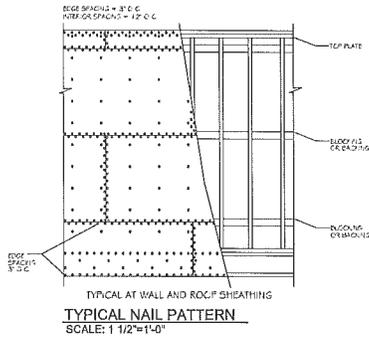
J. B. Raganier Architect, Inc.
2351 W. 10th St.
Gulf Bldg. 204
Gulf Bldg. 204
Gulf Bldg. 204



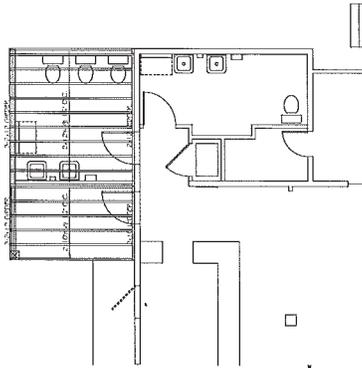
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REVISION:

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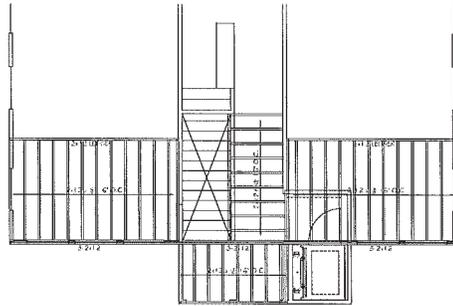
SITE PLAN



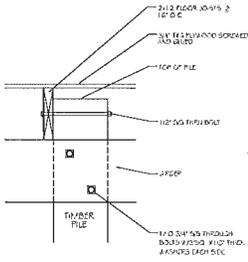
TYPICAL NAIL PATTERN
SCALE: 1 1/2"=1'-0"



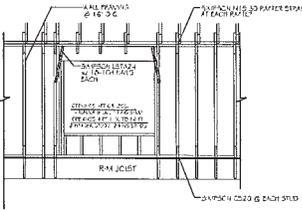
SECOND FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"



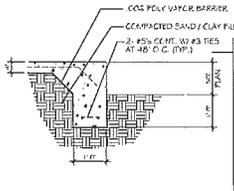
SECOND FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"



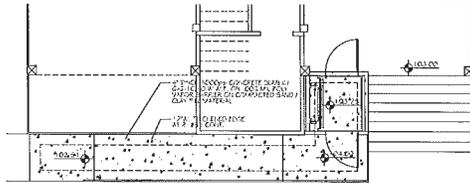
TYPICAL PILE BOLTING
SCALE: 1 1/2"=1'-0"



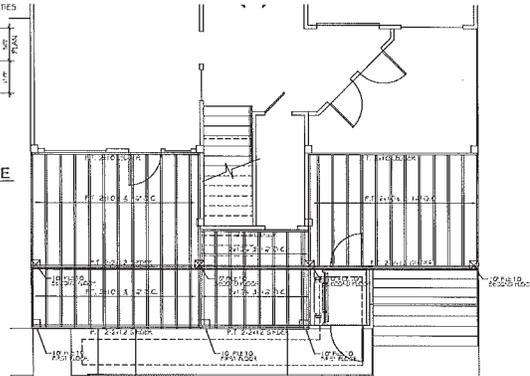
TYPICAL OPENING & STRAPPING
NTS



TYPICAL THICKENED EDGE
SCALE: 3/4"=1'-0"



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



FIRST FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDIDO BEACH BOULEVARD
PERDIDO BEACH, FLORIDA

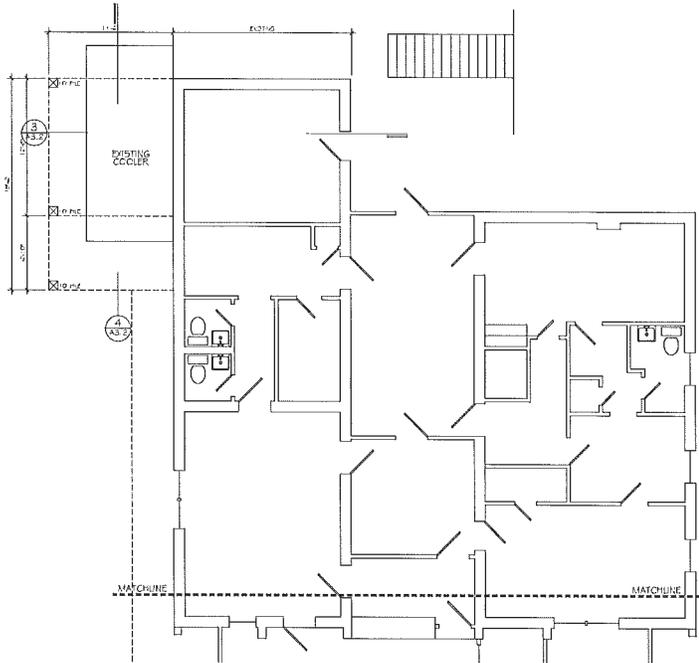
J. Bateman Architect, Inc.
2305 W. 10th St.
Tallahassee, Florida 32304
Phone: 904.833.1234
Fax: 904.833.1234



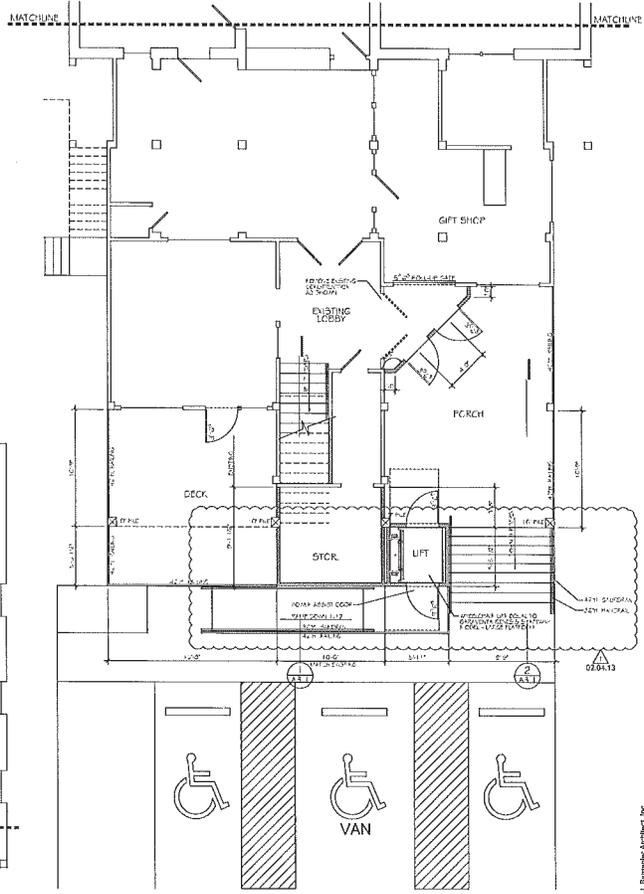
SCALE: 1/4"=1'-0"
DATE: 01.28.13
REVISION:
REVISION:

S1
FOUNDATION AND
FRAMING PLANS

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FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDUE BEACH BOULEVARD
CHERRY BEACH, SOUTH CAROLINA

J. Barganier Architect, Inc.
10251 ANDERSON
COLUMBIA, SOUTH CAROLINA 29204
George Hargrett, AIA, License 35051



SCALE: 1/4" = 1'-0"
DATE: 01.23.13
REVISION: 02.04.13
REVISION:

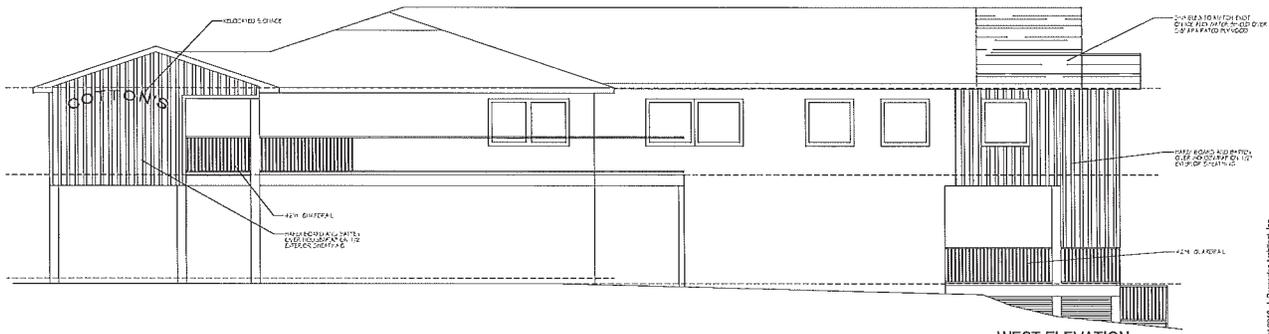
A1.1

FIRST FLOOR PLAN

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SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERODIO BEACH BOULEVARD
DOWNTOWN BEACH, ALABAMA

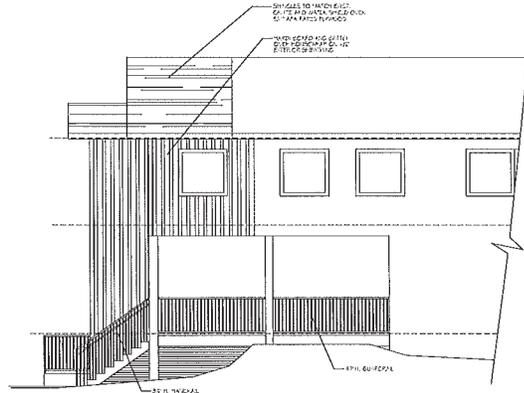
J. Barganier Architect, Inc.
1055 BULLOCK
CITY, ALABAMA 36501
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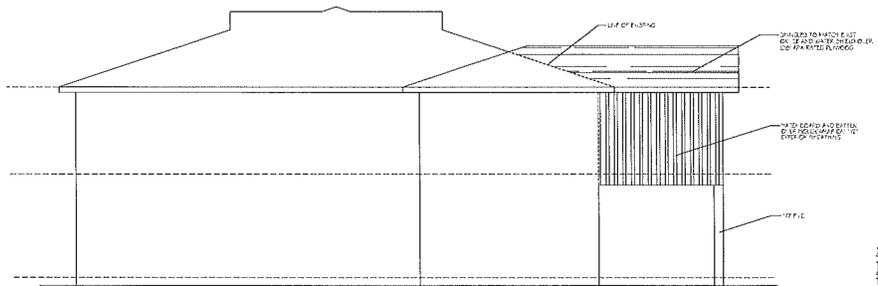
SCALE: 1/4" = 1'-0"
DATE: 01.28.13
REVISION:
REVISION:

A2.1

ELEVATIONS



EAST ELEVATION
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 1/4" = 1'-0"

ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERCIBO BEACH BOULEVARD
CONRAD BEACH, ALABAMA

J. Baugher Architect, Inc.
2275 10th Ave. S.E.
Columbus, GA 31906
404.755.1234

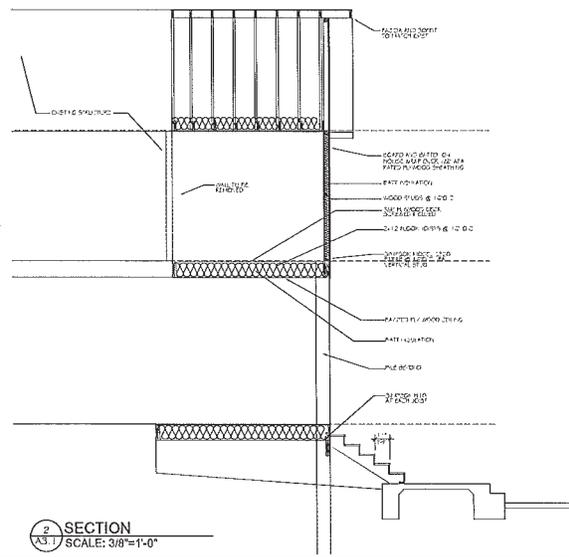
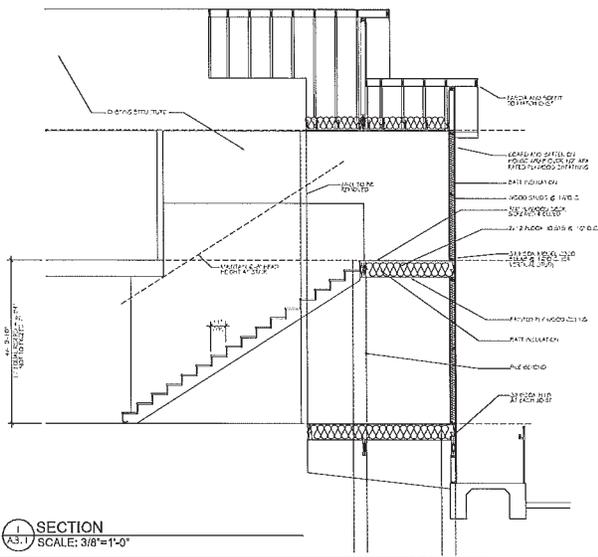


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REVISION:
REVISION:

A2.2

ELEVATIONS

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ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDIDO BEACH BOULEVARD
COTTON BEACH, ALABAMA

J. Bargantier Architect, Inc.
22510001004
12510001004
Orange Beach, Alabama 36561

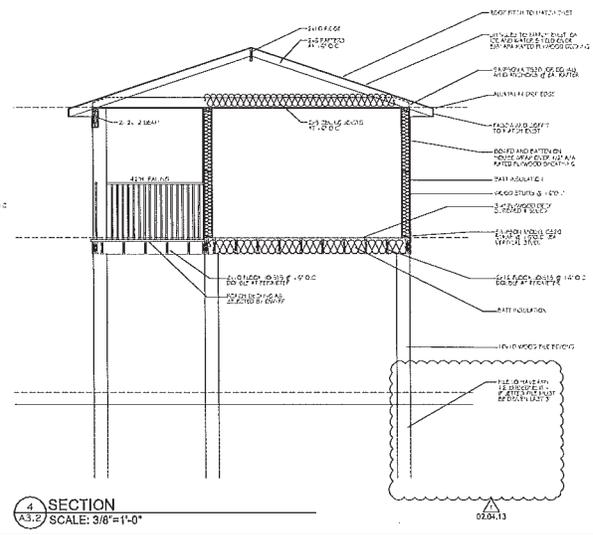
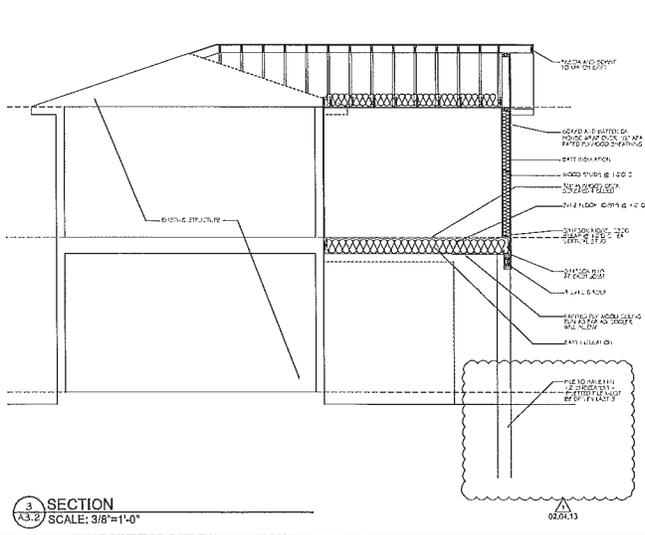


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DATE: 01.28.13
REVISION:
REVISION:

A3.1

SECTION

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ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDIDO BEACH BOULEVARD
CORNER BEACH 4000

J. Barganier Architect, Inc.
12210 BAYVIEW
DUNWOODY, GA 30328
404.251.1234
www.jba.com
Design: Susan, Alabama 2010



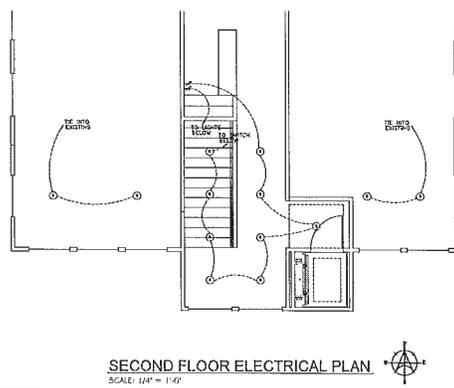
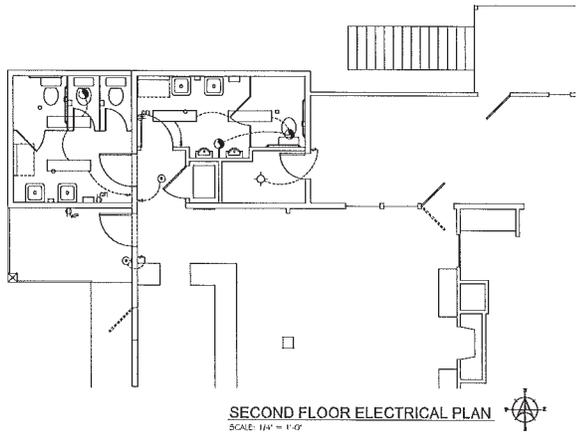
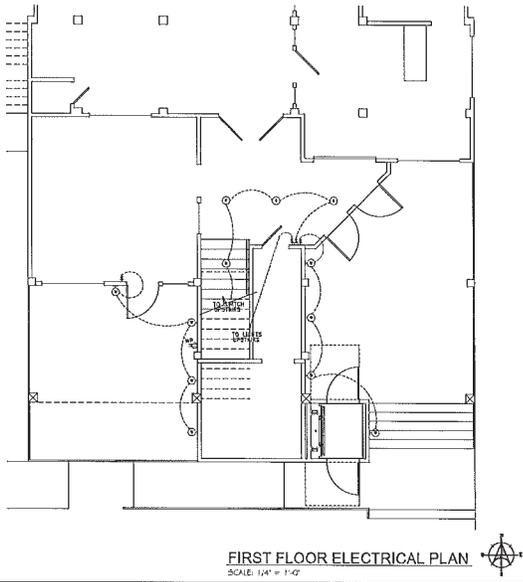
SCALE: 1/4"=1'-0"
DATE: 01.28.13
REVISION: 02.04.13
REVISION:

A3.2
SECTIONS

ELECTRICAL LEGEND	
	SURFACE MID-CEILING FIXTURE
	RECESSED CEILING FIXTURE
	WALL MOUNTED FIXTURE
	PENDANT/HANGING FIXTURE
	RECESSED EXHAUST FAN
	CEILING FAN
	1 1/4" FLOOR FIXTURE
	FLOOD LIGHT
	110 DUPLEX RECEPTACLE
	220 RECEPTACLE
	110 WATERPROOF RECEPTACLE
	GROUND FAULT RECEPTACLE
	SINGLE POLE SWITCH
	THREE-WAY SWITCH

ELECTRICAL NOTES

- VERIFY ALL EXISTING WIRING AND INSTALLATIONS AND PROVIDE THE DATE PRIOR TO INSTALLATION OF ELECTRICAL SYMBOLS.
- ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES.
- INSTALLABLE & MAINTAINABLE ELECTRICAL SYSTEMS OF ALL SAFETY CRITICAL AND HAZARDOUS LOCATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES WITH THE SAFETY EQUIPMENT TO BE PROVIDED BY THE OWNER.
- CONTRACTOR SHALL VERIFY AND CORRECT ALL WORKING CONDITIONS OF EXISTING WIRING AND EQUIPMENT PRIOR TO THE START OF THE WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: APPLIANCES, MACHINES, ETC.



ALTERATIONS AND ADDITIONS
TO
COTTON'S
PERDIDO BEACH BOULEVARD
PERDIDO BEACH, FL 32409

J. Baigambier Architect, Inc.
P.O. Box 1724
Orange Beach, Alabama 36561
1251.002.0204



SCALE: 1/4" = 1'-0"
DATE: 01.28.13
REVISION:
REVISION:

E1
ELECTRICAL PLANS

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EXHIBIT B

Cotton's Restaurant Nondiscrimination Policy Regarding Persons with Disabilities

COTTON'S RESTAURANT'S NONDISCRIMINATION POLICY
REGARDING PERSONS WITH DISABILITIES

It is the policy of Cotton's Restaurant, its management and staff, to welcome individuals with disabilities and to not discriminate against persons with disabilities.

Because the bar has no lowered portion, we will at all times make the bar service available to persons with disabilities in the lounge area and restaurant area. The service shall be prompt and without additional charge to a person with a disability who cannot access the bar.

When dining tables and chairs are rearranged, we will at all times make certain that pathways are maintained clear and open to a minimum width of 36 inches and that the accessible tables we acquired to accommodate individuals who use wheelchairs will not be removed or relocated from the main dining areas and lounge. We will also locate accessible tables in locations in the dining room that provide views to the beaches and Gulf of Mexico so that persons with disabilities can enjoy this experience.

We will furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities, such as individuals who are deaf, hard of hearing, blind or have low vision. Consistent with the training all management and staff shall receive, we will assist customers by, for example, reading the menu aloud to dining customers who are blind or have low vision, or by writing notes to communicate about the menu with a customer who is deaf.

There is a separate Service Dog Policy.

I UNDERSTAND AND AGREE TO ABIDE BY THIS POLICY.

NAME: _____ DATE: _____

EXHIBIT C

Service Dog Policy

**(various language
translations)**

POLICY REGARDING SERVICE ANIMALS FOR PEOPLE WITH DISABILITIES

This business establishment is committed to making reasonable modifications in policies, practices, and procedures to permit the use of service animals by persons with disabilities. Service animals play an important role in ensuring the independence of people with disabilities, and it is therefore our policy to welcome on or in our business premises any animal that is individually trained to assist a person with a disability.

What is a Service Animal?

Service animals include any dog that is individually trained to do work or perform tasks for individuals with disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals do not always have a harness, a sign, or a symbol indicating that they are service animals. A service animal is **not** a pet. Service animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them;
- Alerting people who are deaf or hard of hearing to sounds and the presence of others;
- Carrying and picking up items, opening doors, or flipping switches for people with disabilities who have limited use of hands or arms, limited use of their legs, or limited ability to bend or stoop;
- Pulling wheelchairs;
- Alerting people with disabilities to the onset of medical conditions such as seizures, protecting them and cushioning them if they fall, reviving them, and performing other tasks that reduce the risk of disability-related injury;
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication or waking him up, alerting a person with anxiety to the onset of panic attacks, orienting people with schizophrenia to reality, and

helping people with intellectual or cognitive disabilities to locate misplaced items, find places, or follow daily routines; and

- Providing physical support and assisting people with physical disabilities with stability and balance.

Requirements with Regard to Service Animals:

Most of the time, people with disabilities who use service animals may be easily identified without any need for questioning. If we can tell by looking, it is our policy not to make an individual feel unwelcome by asking questions. If we are unsure whether an animal meets the definition of a service animal, it is our policy to ask the individual only two questions at the point that the individual seeks entry to the business premises:

- *Is the dog a service animal required because of a disability?*
- *What work or task has the dog been trained to perform?*

If the individual says yes to the first question and explains the work or tasks that the animal is trained to perform, we will welcome the person and service animal into our premises without asking any additional questions about his or her service animal. We will **not** ask an individual questions about his or her disability. We will **not** ask an individual to show a license, certification, or special identification card as proof of their animal’s training. We **must** permit service animals to accompany individuals with disabilities to all areas of our property normally used by customers or other members of the public and will treat individuals with service animals with the same courtesy and respect that this business affords to all of our customers.

Manager Responsibilities:

Management of this business has the right to exclude a service animal from our premises if the dog is out of control and the handler does not take effective action to control it, or the dog is not housebroken. We will not exclude a particular service animal based on past experience with other animals or based on fear unrelated to an individual service animal’s actual behavior. Each situation will be considered individually. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain goods or services without the animal’s presence.

Only the Manager on Duty can decide to exclude a service animal.

My signature below indicates I understand and agree to abide by this Policy.

_____ (staff/employee signature) Date: _____, 20__.

(Printed Name: _____)

POLITICA SOBRE LOS ANIMALES DE SERVICIO PARA LAS PERSONAS DISCAPACITADAS

Esta organización se responsabiliza por modificar razonablemente las políticas, las prácticas y los procedimientos que permiten que las personas con discapacidades usen animales de servicio. El rol de los animales de servicio es clave para asegurar la independencia de las personas discapacitadas, y, por lo tanto, es nuestra política darle la bienvenida en nuestra institución a cualquier animal que haya sido entrenado para asistir a un discapacitado.

¿Qué es un animal de servicio?

Se entiende por animal de servicio todo perro entrenado en forma individual para realizar tareas para los discapacitados, cualquiera sea la naturaleza de la discapacidad: física, sensorial, psíquica o intelectual. Un animal de servicio no siempre lleva arneses, o un letrero o un símbolo que indique que es un animal de servicio. Un animal de servicio no es una mascota. Los animales de servicio asisten a los discapacitados de diferentes maneras, como por ejemplo:

Conducen a los ciegos o a las personas con poca visión y les ayudan a ubicar objetos que se han caído.

Alertan a los sordos o a los que tienen dificultad auditiva sobre los sonidos/ruídos y la presencia de otras personas.

Llevan o recogen artículos, abren puertas, bajan o suben las perillas para aquellos discapacitados que tienen un uso restringido de los brazos o de las manos, o uso limitado en las piernas o que tienen dificultad para doblarse o inclinarse;

Tiran de las sillas de ruedas.

Le llaman la atención a las personas con discapacidades sobre el comienzo de un problema de salud, tal como puede ser un ataque de parálisis, los protegen y amortiguan una caída, los reviven, y realizan otras tareas que minimizan el riesgo ocasionado por una herida que se pueda producir como resultado de la discapacidad.

Hacen el trabajo o las tareas de las personas con lesiones cerebrales traumáticas, discapacidades intelectuales o psíquicas, como por ejemplo recordarle a la persona que sufre de depresión que tome la medicina o despertarlo, alertar a la persona con ansiedad sobre el comienzo de los ataques de pánico, hacer volver al esquizofrénico a la realidad, ayudar a las

personas con discapacidades intelectuales o cognitivas a ubicar objetos extraviados, encontrar ciertos lugares o seguir rutinas diarias.

Proveer apoyo físico y ayudar a las personas con discapacidades físicas con la estabilidad y el balance.

Requisitos conexos a los animales de servicio:

En la mayoría de los casos, se puede identificar fácilmente a la gente con discapacidad que utiliza animales de servicio, sin necesidad de hacerles ninguna pregunta. Si podemos darnos cuenta con solo mirar, es nuestra política no hacer sentir incómodo a nadie haciéndole preguntas. Si no estamos seguros de que un animal reúne las condiciones para ser un animal de servicio, nuestra política es hacerle a la persona sólo dos preguntas, en el momento en que está ingresando al lugar:

¿Se requiere la presencia del perro como animal de servicio debido a una discapacidad?

¿En qué trabajo o tarea fue entrenado el perro?

Si la persona contesta afirmativamente a la primera pregunta y explica el trabajo o las tareas que el animal puede realizar porque fue entrenado para ello, les daremos la bienvenida a la persona y al animal de servicio sin hacerle a la persona ninguna otra pregunta sobre su animal de servicio.

Tampoco le haremos a la persona, **ninguna** pregunta sobre su discapacidad. **No** le pediremos a la persona que muestre un permiso, certificado o cédula de identificación especial como prueba del entrenamiento del animal.

Debemos permitir que los animales de servicio acompañen a los discapacitados a todas aquellas zonas de nuestro edificio que normalmente utilizan los clientes y el público en general, y trataremos con la misma cortesía y respeto a los discapacitados con sus perros, y a todos nuestros clientes.

Responsabilidades del gerente:

La administración de este organismo tiene el derecho de expulsar del edificio a un animal de servicio, si el perro estuviese fuera de control y el dueño no tomara las medidas pertinentes para controlarlo, o si el perro no es dócil y respetuoso. No expulsaremos a un animal de servicio echándole la culpa a experiencias pasadas con otros animales, o en base a un temor no relacionado con el comportamiento en el presente de un animal específico de

servicio. Cada situación se manejará en forma individual. De existir una razón legítima para expulsar a un animal de servicio, el personal debe ofrecer al discapacitado la oportunidad de comprar la mercadería o de obtener los servicios sin la presencia del animal.

Solamente el gerente que está de turno puede decidir sobre si expulsa o no a un animal de servicio.

Al firmar a continuación, indico que comprendo esta Política y que estoy de acuerdo con cumplirla.

(Firma del miembro del personal/empleado)

Fecha: _____ del 20__.

(Nombre en letra de imprenta: _____)

残障人士服务类动物之政策

本企业致力于对政策、实践和程序进行合理修改，从而允许残障人士使用服务类动物。服务类动物对于确保残障人士的独立性发挥重要作用，因此我们的企业场所欢迎经过专业训练辅助残障人士的任何服务类动物。

什么是服务类动物？

服务类动物包括经过专门训练而为具有残障的人士进行工作或执行任务的犬类，残障包括身体、感官、精神病、智力或其他精神残疾。服务类动物并不总是配备挽具、标牌或符号来表明它们是服务类动物。服务类动物不是宠物。服务类动物通过多种不同方式来帮助残障人士，例如：

- 为盲人或视力较弱的人员导盲以及为他们取回掉落的物体；
- 对于耳聋或听力几乎丧失的人员发出警报，以及提醒其他人员的存在；
- 对于使用手或臂受限、使用腿部受限、或者弯曲或弯腰能力受限的残障人士，可以帮助携带和拿取物品、开门或按开关；
- 拖拉轮椅；
- 对残障人士的病情发作发出警报，例如病情突然发作、保护他们以及如果他们摔跤的话为他们提供缓冲、唤醒他们以及执行其他可以降低残障相关受伤风险的任务；

- 为受脑外伤的人士、智力障碍或精神残疾人员进行工作或执行任务，例如提醒抑郁症人士服药或唤醒，提醒焦虑症人士恐慌发作的开始，帮助精神分裂症人士面对现实，以及帮助智力或认知障碍人士找到位置摆放不当的物品、找地方或者执行日常事务；以及
- 提供身体支撑以及协助身体残障人士提供稳定和平衡。

服务类动物的相关要求：

大部分时间，使用服务类动物的残障人士可以很方便地确定，而无需提问。如果我们通过观察就可确定，我们的政策是不会提问以至让相关人士感觉不受欢迎。如果我们不确定动物是否符合服务类动物的定义，我们的政策是在相关人士寻求进入企业场地的时候仅仅询问两个问题：

- ***这条狗是由于残障原因而要求的服务类动物吗？***
- ***这条狗接受训练进行什么工作或任务？***

如果相关人士对第一个问题回答“是”并解释了动物接受训练执行的工作或任务，我们将欢迎相关人士和服务动物进入我们的企业场地，而不会询问关于其服务类动物的附加问题。我们将**不会**询问关于他的或她的残障的单独问题。我们将**不会**要求相关人士出示执照、认证或特殊身份卡作为其动物接受过专业训练的证据。我们**必须**允许服务类动物陪伴残障人士进入客户或其他公共成员正常使用的所有场地区域，对于携带服务类动物的相关人士将与所有客户一样以礼相待尊重有加。

经理责任

如果犬类失去控制，牵狗人没有采取有效措施控制犬类，或者犬类未经驯养，本企业的管理人员有权拒绝服务类动物进入我们的场地。我们不会依据其他动物的过去经历或者依据对相关人士服务类动物的实际行为不相关的恐惧，而拒绝特定服务类动物。每个情况都将进行单独考虑。当具有合法理由要求服务类动物不得入内的时候，员工必须为残障人士提供机会在没有服务类动物陪同的情况下获得货物或服务。

只有值班经理才可决定拒绝服务类动物。

本人以下签名表明我理解和同意遵守本政策。

_____ (员工/雇员签字) 日期: 20__年__月__日.

(印刷姓名: _____)

殘障人士服務類動物之政策

本企業致力於對政策、實踐和程式進行合理修改，從而允許殘障人士使用服務類動物。服務類動物對於確保殘障人士的獨立性發揮重要作用，因此我們的企業場所歡迎經過專業訓練輔助殘障人士的任何服務類動物。

什麼是服務類動物？

服務類動物包括經過專門訓練而為具有殘障的人士進行工作或執行任務的犬類，殘障包括身體、感官、精神病、智力或其他精神殘疾。服務類動物並不總是配備挽具、標牌或符號來表明它們是服務類動物。服務類動物不是寵物。服務類動物通過多種不同方式來幫助殘障人士，例如：

- 為盲人或視力較弱的人員導盲以及為他們取回掉落的物體；
- 對於耳聾或聽力幾乎喪失的人員發出警報，以及提醒其他人員的存在；
- 對於使用手或臂受限、使用腿部受限、或者彎曲或彎腰能力受限的殘障人士，可以幫助攜帶和拿取物品、開門或按開關；
- 拖拉輪椅；
- 對殘障人士的病情發作發出警報，例如病情突然發作、保護他們以及如果他們摔跤的話為他們提供緩衝、喚醒他們以及執行其他可以降低殘障相關受傷風險的任務；

- 為受腦外傷的人士、智力障礙或精神殘疾人員進行工作或執行任務，例如提醒抑鬱症人士服藥或喚醒，提醒焦慮症人士恐慌發作的開始，幫助精神分裂症人士面對現實，以及幫助智力或認知障礙人士找到位置擺放不當的物品、找地方或者執行日常事務；以及
- 提供身體支撐以及協助身體殘障人士提供穩定和平衡。

服務類動物的相關要求：

大部分時間，使用服務類動物的殘障人士可以很方便地確定，而無需提問。如果我們通過觀察就可確定，我們的政策是不會提問以至讓相關人士感覺不受歡迎。如果我們不確定動物是否符合服務類動物的定義，我們的政策是在相關人士尋求進入企業場地的時候僅僅詢問兩個問題：

- *這條狗是由於殘障原因而要求的服務類動物嗎？*
- *這條狗接受訓練進行什麼工作或任務？*

如果相關人士對第一個問題回答“是”並解釋了動物接受訓練執行的工作或任務，我們將歡迎相關人士和服務動物進入我們的企業場地，而不會詢問關於其服務類動物的附加問題。我們將**不會**詢問關於他的或她的殘障的單獨問題。我們將**不會**要求相關人士出示執照、認證或特殊身份卡作為其動物接受過專業訓練的證據。我們**必須**允許服務類動物陪伴殘障人士進入客戶或其他公共成員正常使用的所有場地，對於攜帶服務類動物的相關人士將與所有客戶一樣以禮相待尊重有加。

經理責任

如果犬類失去控制，牽狗人沒有採取有效措施控制犬類，或者犬類未經馴養，本企業的管理人員有權拒絕服務類動物進入我們的場地。我們不會依據其他動物的過去經歷或者依據對相關人士服務類動物的實際行為不相關的恐懼，而拒絕特定服務類動物。每個情況都將進行單獨考慮。當具有合法理由要求服務類動物不得入內的時候，員工必須為殘障人士提供機會在沒有服務類動物陪同的情況下獲得貨物或服務。

只有值班經理才可決定拒絕服務類動物。

本人以下簽名表明我理解和同意遵守本政策。

_____ (員工/雇員簽字) 日期: 20__年__月__日.

(印刷姓名: _____)