



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
TOWNSHIP OF NEW HARTFORD, WINONA COUNTY, MINNESOTA
(DJ NO. 204-39-202)**

I. INTRODUCTION AND BACKGROUND

1. The parties to this Settlement Agreement (the “Agreement”) are the United States of America (the “United States”) and Township of New Hartford, Winona County, Minnesota (the “Township”) (together with the United States, the “Parties”).
2. The United States Attorney’s Office for the District of Minnesota, a component of the United States Department of Justice (the “Department”), opened an investigation (DJ No. 204-39-202) into the New Hartford Town Hall (the “Town Hall”) located at 42774 County Road 12, Dakota, Minnesota 55925 under Title II of the ADA and Title II’s implementing regulation, 28 C.F.R. Part 35, upon receipt of a complaint from a resident in the Township (the “Complainant”).
3. The Complainant alleges that the Town Hall includes physical barriers, including a steep ramp without handrails at the entrance, that make the Town Hall inaccessible to individuals with disabilities.
4. Title II of the Americans with Disabilities Act of 1990, as amended (“Title II” and “ADA”), 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35, requires state and local governments (i.e., “public entities”) to ensure that people with disabilities have a full and equal opportunity to vote. The ADA’s provisions apply to all aspects of voting, including polling places.
5. Individuals with mobility impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including walking. Individuals with vision impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including seeing. 42 U.S.C. § 12102(2).
6. The Township is a public entity within the meaning of Title II of the ADA, 42 U.S.C. § 12131(1), 28 C.F.R. § 35.104, and is the entity responsible for the Town Hall.

7. The Township operates services, programs, and activities at the Town Hall within the meaning of Title II of the ADA, including serving as the Township's in-person polling place on all election days (local, state, and federal) and holding Township meetings the second Thursday of each month, as well as an annual Township meeting where every registered voter in the Township may vote on the election of Township officials and on Township affairs.
8. The United States is authorized to investigate alleged violations of Title II, conduct compliance reviews of public entities, where appropriate, attempt informal resolution, and if informal resolution is not achieved and a violation is found, issue a Letter of Findings to the public entity. 28 C.F.R. § 35.172. If the United States fails to secure voluntary compliance, the Department is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing Title II of the ADA and to seek injunctive relief and monetary damages.
9. The Parties agree that it is in their respective best interests, and the United States believes that it is in the public interest, to resolve this dispute without litigation by entering into this Agreement.
10. In consideration of, and consistent with, the terms of this Agreement, the United States agrees to refrain from filing a civil suit in this matter, except as provided in Paragraph 20.

II. REMEDIAL ACTIONS TO BE TAKEN BY THE TOWNSHIP

A. Access to Voting.

11. The Township shall not exclude individuals with disabilities from participation in or deny them the benefits of the services, programs, or activities at the Town Hall, including but not limited to voting or election activities conducted by the Township and its monthly meetings, annual meetings, or any special Township meetings. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130, 35.149.
12. The Township agrees to complete all the modifications identified in Paragraphs 12(a) and 12(b) no later than October 31, 2024. The Township agrees to complete the remaining modifications no later than January 31, 2025. All references below are to the 2010 ADA Standards for Accessible Design ("2010 Standards"), (28 C.F.R. § 35.104, as set forth in appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. § 35.151).
 - a. Town Hall Parking Area in Back
 - i. The Town Hall has one sign displaying the International Symbol of Accessibility in the parking area but no marked accessible parking space. The Township will ensure that—

- A. There is at least one accessible parking space for every twenty-five (25) spaces in the parking lot. *See* 2010 Standards §§ 208.2, 502.
- B. The accessible parking space is at least 96” wide with a 60” wide access aisle. *See* 2010 Standards §§ 502.2, 502.3.
- C. There is at least one van accessible parking space for every six required accessible parking spaces. *See* 2010 Standards §§ 208.2, 502.
- D. The accessible van space is at least 132” wide with a 60” wide access aisle or at least 96” wide with an a 96” wide access aisle. *See* 2010 Standards §§ 502.2, 502.3.
- E. The accessible parking space is identified with a sign displaying the International Symbol of Accessibility and the sign for the van accessible space contains the designation “van accessible.” *See* 2010 Standards §§ 208.2, 502.6.
- F. The sign shall be 60 inches minimum above the ground surface measured to the bottom of the sign. *See* 2010 Standards §§ 216.5, 502.6.

b. Exterior Route to Town Hall Entrance (Including Ramp)

- i. The Township will replace the ramp currently in place at the entrance with a ramp that provides an accessible route and that—
 - A. Has a stable, firm, and slip resistant surface. *See* 2010 Standards §§ 206.2.1, 402.2, 405.4, 302.1.
 - B. Has a running slope no steeper than 1:12 (8.33%), a cross slope no steeper than 1:48 (2.08%), and a clear width of at least 36”. *See* 2010 Standards §§ 206.2.1, 402.2, 405.2, 405.3, 405.4, 405.5, 302.1.
 - C. Has edge protection on each side of the ramp run and ramp landing. *See* 2010 Standards §§ 206.2.1, 402.2, 405.8, 405.9.
 - D. Has a level landing that is at least 60” long and at least as wide as the ramp at the top of the ramp and at the bottom of the ramp. *See* 2010 Standards §§ 206.2.1, 402.2, 405.7.
- ii. As a temporary remedy to this issue while the ramp has not been replaced, the Township will coordinate with the Nodine Fire Department (which shares the same two-story building as the Town

Hall) to provide a temporary, accessible voting location on the building's street level during each Township voting day. The Township will post signs along the building to direct voters with disabilities to the temporary, accessible voting area on the street level. Further, the Township will staff the temporary, accessible voting area with the appropriate number of election judges.

c. Bathroom – Single User Toilet Room

i. The Town Hall has two toilet rooms. The Township will—

- A. Identify the Town Hall's accessible toilet room with the International Symbol of Accessibility. *See* 2010 Standards §§ 216.8, 703.7.2.1.
- B. Replace both toilet room signs with tactile signs with raised characters and braille; the text characters should contrast with their backgrounds. *See* 2010 Standards §§ 216.2, 703.2, 703.3, 703.5.
- C. Mount the tactile signs on the walls adjacent to the latch side of the doors of the respective toilet rooms, with the baseline of the tactile characters at least 48" high and no more than 60" high. *See* 2010 Standards §§ 213.3.4, 703.5.5.
- D. Add insulation to the exposed drain and water supply pipes below the lavatory in the identified accessible toilet room. *See* 2010 Standards §§ 213.3.4, 606.5.

- 13. The Parties agree that the Township can hold any annual or special Township meetings at the Town Hall while it is completing all the modifications listed in Paragraphs 12(a) through 12(c).
- 14. In the event that that the Township chooses to renovate the Town Hall or to construct new Township buildings, the Township agrees that any newly-constructed or renovated building shall comply with the requirements of the ADA and the relevant 2010 Standards.

B. Program Access to Township Services, Programs, and Activities.

- 15. Within five (5) months after the Effective Date (defined herein) of this Agreement, the Township shall submit to the United States a written policy for program accessibility to ensure that all services, programs, and activities held at the Town Hall are readily accessible to and usable by persons with mobility impairments (the "Policy"). Upon approval by the United States, the Township shall promptly adopt the Policy and shall also publish the Policy on the Township's website.

III. COMPLIANCE AND ENFORCEMENT

16. **Maintenance of Accessible Features.** In addition to the specific requirements set forth in this Agreement, the Township shall ensure that all accessible features of the Town Hall are maintained in operable working condition, within the meaning of 28 C.F.R. § 36.211.
17. **Inspection.** The United States may review compliance with this Agreement at any time. The Township shall permit the United States and any person acting on its behalf unlimited access to the Town Hall to review compliance with the Agreement, provided that such access does not unreasonably interfere with the management and operation of the Town Hall.
18. **Compliance Reports.** Within three (3) months of the Effective Date of this Agreement, and then every three (3) months thereafter during the term of this Agreement, the Township shall submit compliance reports to the United States Attorney's Office, detailing the actions taken to comply with this Agreement. Such reports shall reference the physical barriers that have been modified. Each report shall include photographs of modifications required by this Agreement.
19. **Communication.** Until further written notice by either party, all notices, demands, reports, or other communication to be provided pursuant to this Agreement to the United States or to the Township shall be in writing and shall be delivered, respectively, by U.S. Mail or electronic mail to the following:

Adine S. Momoh
Assistant U.S. Attorney
U.S. Attorney's Office
600 United States Courthouse
300 South Fourth Street
Minneapolis, Minnesota 55415
Email: adine.momoh@usdoj.gov

Joseph Baumgartner,
Board Chair
New Hartford Township
P.O. Box 189
Dakota, Minnesota 55925-0189
Email(s): bbtrees@acegroup.cc, newhartfordtwp@gmail.com
20. **Enforcement.** If the United States believes that this Agreement or any requirement thereof has been violated, it agrees to notify the Township, via its Board Chair, in writing of the specific violation(s) alleged. The Township shall have thirty (30) days from its receipt of the notice to cure and/or respond in writing to the United States regarding the alleged violation(s). If, after further discussion with the Township, the United States believes that the Township has violated the

Agreement, the United States may institute a civil action to enforce this Agreement or Title II of the ADA in federal district court.

IV. GENERAL PROVISIONS

21. **Non-Waiver.** Failure by the United States to enforce any provision or any deadline within this Agreement shall not be construed as a waiver of its right to enforce any such provision or deadline. Similarly, failure by the United States to enforce any provision or any deadline within this Agreement shall not be construed as a waiver of its rights to enforce any other deadline or provision of this Agreement.
22. **Severability.** If any provision of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided however, that if the severance of any such provision materially alters the rights or obligations of the Parties, the United States and the Township shall engage in good faith negotiations in order to adopt such mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed-upon relative rights and obligations.
23. **Effective Date and Term.** The effective date (“Effective Date”) of this Agreement is the date of the last signature below. This Agreement shall remain in effect for three (3) years from the Effective Date.
24. **Authority to Bind.** The person signing for the Township represents that they are authorized to bind the Township to this Agreement.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
26. **Public Document.** This Agreement is a public document. A copy of this document may be made available to any person by the Township or the United States.
27. **Entire Agreement.** 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, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not purport to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the ADA, or any other Federal law. This Agreement does not affect the continuing responsibility of the Township to comply with all aspects of the ADA beyond the three-year period from the Effective Date.

FOR THE UNITED STATES OF AMERICA:

ANDREW M. LUGER
United States Attorney

By: s/ Adine S. Momoh
ADINE S. MOMOH
Assistant United States Attorney

Date: 10/21/2024

FOR THE TOWNSHIP OF NEW
HARTFORD, WINONA COUNTY, MINNESOTA:

By: /s/
JOSEPH BAUMGARTNER
NEW HARTFORD TOWNSHIP BOARD CHAIR

Date: 10-18-24