

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil

---

VCI-VICRAMP, LLC,

Court File No. 62-CV-23-5312

Plaintiff,

Judge: Mark Ireland

v.

**SETTLEMENT AGREEMENT  
AND RELEASE**

City of Saint Paul,

Defendant.

---

**SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, VCI-VICRAMP, LLC (“VCI-VICRAMP”) the above-listed Appellant, filed an assessment appeal challenging the adoption of the assessment for the “Wabasha Street: Kellogg to Seventh Street paving and lighting project to be part of the 2022 St. Paul Street Paving Program including the replacement of the roadway pavement, sidewalks, curbs, and underground utilities.” Also included in this project was the installation of a two-way off-street bikeway and lighting charges. The total assessments were in the amount of \$157,272.81 (Assessment No. 225200);

WHEREAS, Respondent City of St. Paul expressly denies Appellant’s challenges and maintains that the charges and/or assessments were lawful;

WHEREAS, the parties wish to settle and resolve all outstanding disputes and claims between them in relation to, and to avoid the uncertainties and costs associated with continued litigation of, the above-entitled matter; and

WHEREAS, upon reduction of the amount shown in Paragraph 1 below, and performance of the other promises set forth in Paragraph 1 below, the parties to this Settlement Agreement and Release have successfully conciliated all issues of dispute in the above-entitled matter.

NOW, THEREFORE, in consideration of the mutual promises established herein, the parties agree as follows:

1. Subject to and upon formal approval of the St. Paul City Council, the City of St. Paul will reduce the assessment cost by Seventy-Four Thousand Two Hundred Seventy-Two dollars and Eighty-One cents (\$74,272.81) for a new and agreed upon total assessment cost of Eighty-Three Thousand dollars (\$83,000.00).

2. In consideration of the promises at paragraph 1 above, Appellant VCI-VICRAMP hereby releases, acquits, and forever discharges Respondent City of Saint Paul and all of its past and present employees, agents, officers, predecessors and successors in interest of the City of Saint Paul in their official and individual capacities, of and from any and all claims, demands, rights or causes of action, whether known or unknown, for damages, costs, interest, attorney's fees, expenses that were, or could have been brought, in relation to the set of facts presented in in the above-entitled assessment appeal related to the adoption of the assessment for the Wabasha Street: Kellogg to Seventh Street paving and lighting project to be part of the 2022 St. Paul Street Paving Program including the replacement of the roadway pavement, sidewalks, curbs, and underground utilities. Also included in this project the installation of a two-way off-street bikeway and lighting charges and assessments.

3. Appellant VCI-VICRAMP understands and acknowledges that this Settlement is the compromise of a doubtful and disputed claim and that the reduction made is not to be construed as an admission of liability on the part of the Respondent City of Saint Paul. Respondent City of Saint Paul does not admit any wrongdoing, improper action or liability for any of Appellants' alleged claims and intends merely to avoid litigation.

4. Appellant VCI-VICRAMP further agrees to submit a voluntary dismissal with prejudice in the above-entitled action.

5. Appellant VCI-VICRAMP agrees that the terms of this Settlement Agreement and Release are binding on them and their personal representatives, heirs, successors and assigns.

6. Appellant VCI-VICRAMP further declares and represents that no promise, inducement or agreement not expressed herein has been made to it and that this Release contains the entire agreement between the parties and that the terms of this Release are contractual and not a mere recital.

7. In the event that this Settlement Agreement and Release is not approved by the City of St. Paul City Council on or before September 1, 2024, this Settlement Agreement and Release shall be void and the Plaintiff may proceed with this lawsuit.

Dated: 7/16/2024

  
\_\_\_\_\_  
VCI-VICRAMP, LLC

By: Todd A. Geller  
Its: President

Dated: \_\_\_\_\_

1/16/2014



Howard A. Roston #0260460  
Devin T. Driscoll #0399948  
60 South Sixth Street, Suite 1500,  
Minneapolis, MN 55402  
612-492-7000  
ddriscoll@fredlaw.com  
hroston@ferdlaw.com

*Attorneys for Appellant/Plaintiff*

LYNDSEY M. OLSON  
City Attorney

Dated: \_\_\_\_\_

Anissa M. Mediger, # 0290439  
Assistant City Attorney  
750 City Hall and Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55102  
651- 266-8728  
anissa.mediger@ci.stpaul.mn.us

*Attorneys for Respondent/Defendant*