

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Stadium Ramp LLC, Park Square Court
Building LLC, and Degree of Honor Building
LLC,

Case Type: Assessment Appeal

Court File No. 62-CV-21-3363

Judge: Lezlie Ott Marek

Plaintiffs/Appellants,

v.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Defendant/Respondent.

This Settlement Agreement and Release is made by and among Appellants Stadium Ramp LLC, Park Square Court Building LLC, Degree of Honor Building LLC (collectively “Appellants”) and Respondent City of St. Paul.

WHEREAS, the Appellants filed an assessment appeal captioned “Notice of Appeal from the 2019 Street Maintenance Service Program – Mill and Overlay: Downtown Streets (Phase I) (Project No. 195500, Assessment No. 195500) and the 2020 Street Maintenance Program – Mill and Overlay: Downtown Project Area (Project No. MO2008, Assessment No. 205500” dated June 8, 2021 (the “Assessment Appeal”), challenging the identified 2019 and 2020 SMSP charges and/or assessments for Mill and Overlay and Sidewalks adjacent to certain properties owned by them located in St. Paul alleging, *inter alia*, that the amount of the charges and/or assessments were in excess of the special benefit to the properties;

WHEREAS, Respondent expressly denies Appellants’ allegations 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 the Assessment Appeal, and to avoid the uncertainties and costs associated with continued litigation of the Assessment Appeal; and

WHEREAS, upon payment 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 Assessment Appeal.

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

1. The City of St. Paul will issue a total payment to the above-listed Appellants through their attorney, Kelly S. Hadac, for \$5,583.92 payable to Madison Equities, Inc. In addition, the City of St. Paul agrees not to pursue collection, via certification to property taxes or otherwise, of amounts the Appellants did not pay for charges that were challenged by the Assessment Appeal, which charges are more specifically described as follows:

- a) Charges against Parcel ID 31-29-22-44-0613: (i) Mill & Overlay \$3,027.06; (ii) Mill & Overlay \$2,361.11; and (iii) Flat Sidewalk Reconstruction \$13,411.04.
- b) Charges against Parcel ID 31-29-22-44-0615: (i) Mill & Overlay \$1,490.94; and (ii) Mill and Overlay \$1,162.93.
- c) Charges against Parcel ID 31-29-22-44-0609: (i) Mill & Overlay \$6,024.00; and (ii) Mill and Overlay \$6,024.00.
- d) Charges against Parcel ID 06-28-22-12-0069: (i) Mill & Overlay \$5,742.00.

2. In consideration of the payment and the City of St. Paul ceasing collections as referenced in Paragraph 1, Appellants, by execution of this Settlement Agreement and Release, hereby fully and completely release the City of St. Paul, and all of its past and present agents,

officers and employees, predecessors, and successors in interest of the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys' fees with respect to the Assessment Appeal that were or could have been brought in relation to the Assessment Appeal.

3. Appellants agree that the terms of this Settlement Agreement and Release are binding on them and their personal representatives, heirs, successors and assigns.

4. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between them. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

5. Appellants and the City of St. Paul, by execution hereof, acknowledge that this Settlement Agreement and Release has been read by their legal counsel, and that they understand and fully agree to each provision hereof.

6. The parties agree that upon payment of the amount set forth in Paragraph 1 above, they hereby authorize their counsel to sign and file a stipulation and proposed order to dismiss the above-entitled matter, with prejudice, and with all of the parties to bear their own costs, disbursements, and attorney fees.

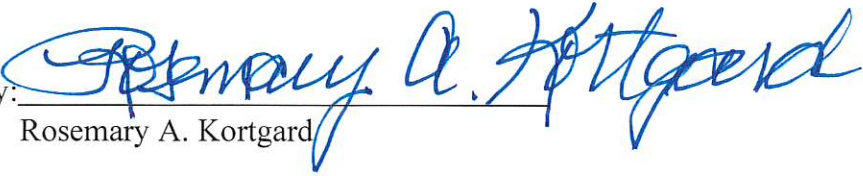
7. This agreement may be executed in counterparts by way of attached signature pages for each Appellant that is party to this release.

8. Final settlement is pending the City of St. Paul's City Council approval.

9. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of the Respondent.

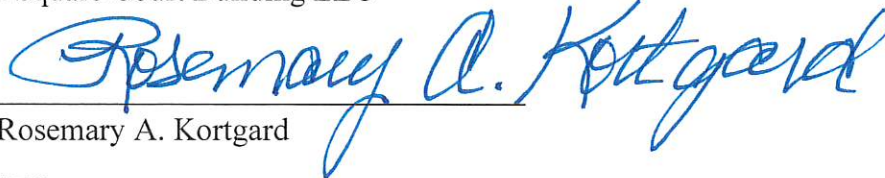
10. The parties agree to cooperate with one another to perform all the requirements of this Settlement Agreement and Release.

Stadium Ramp LLC

By: 
Rosemary A. Kortgard

Its: CEO

Park Square Court Building LLC

By: 
Rosemary A. Kortgard

Its: CEO

Degree of Honor Building, LLC

By: 
Rosemary A. Kortgard

Its: CEO

City of St. Paul

By: _____
John McCarthy

Its: Director, Office of Financial Services

AS TO FORM OF AGREEMENT:

Dated: 1/6, ~~2022~~ ²⁰²³


s/ _____
Kelly S. Hadac, #0328194
2740 – 125th Court West
Rosemount, MN 55068
651-895-6633
khadac@yahoo.com

Attorney for Plaintiffs/Appellants

LYNDSEY M. OLSON
City Attorney

Dated: _____, 2022

ANISSA M. MEDIGER, #0290439
Assistant City Attorney
750 City Hall and Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102
Telephone: (651) 266-8729
Email: anissa.mediger@ci.stpaul.mn.us
Attorneys for City of Saint Paul