

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Assessment Appeal

178 RP LLC, et al.,

Court File No. 62-CV-121-3661

Plaintiffs/Appellants,

v.

**SETTLEMENT AGREEMENT AND
RELEASE**

City of St. Paul,

Defendant/Respondent.

This Settlement Agreement and Release is made by and between Appellants 178 RP LLC, Atlas Group, LLC, Bigos Galtier, Bigos Jackson, Bigos Jackson Tower LLC, Bigos Lowertown Lofts LLC, Bigos Mears Park, LLC, Bigos Sibley Tower LLC, Bigos St Paul Housing Group, Center Ice Mb LLC, Church of St. Mary, Donerly, Inc, First Baptist Church of St. Paul, First Baptist Church of St. Paul & Congregation, Greenspace Rentals LLP, Heritage House Senior Apartments, Lyons Court Ltd Partnership, Nguyen Holding LLC, Ree Lowertown LLC, Ree Parkside LLC, St. Paul Exchange LLC/Dury Southwest, Strauss Apartments LP, Winifred Partners LLC, Larry and Mary McIntyre, Saint Germain Foundation, Joseph Clancy, Richard Lemanczykafka, Paris Vener, David and Shari Boehnen, Patrick M. Morgan, Paul and Karen Schanfield, and Respondent City of Saint Paul.

WHEREAS, the above-listed Appellants filed an assessment appeal challenging their 2019 and 2020 SMSP charges and/or assessments for mill and overlay work (“M&O Work”) 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, Appellants did not challenge 2019 or 2020 charges and/or assessments for sidewalk work (“Sidewalk Work”) which was assessed at the same time as the M&O Work was assessed;

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, and to avoid the uncertainties and costs associated with continued litigation of, the above-entitled matter; and

WHEREAS, upon payment of payment 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. Upon formal approval of the St. Paul City Council, the City of St. Paul will issue a total payment to the above-listed Appellants through their attorneys, Ferdinand F. Peters. Esq. Law Firm, for \$147,693.48, payable to “Ferdinand F. Peters, Esq. Law Firm Trust Account.” In addition, the City of St. Paul agrees not to pursue collection, via certification to property taxes or otherwise, of amounts the above-listed Appellants did not pay for charges that were or could have been challenged by their 2019 and 2020 M&O

Work assessment appeals in this case. The City may continue to certify to property taxes and collect unpaid charges for Sidewalk Work that was ratified and assessed by the City Council on or about May 19, 2021.

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 which Appellants have or may have, whether presently known or unknown, arising in law or in equity, which were made, or which could have been made, in the above-entitled action. Appellants agree that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Appellants now have or may have against the City of St. Paul, and all of its past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of St. Paul, in their official and individual capacities, whether currently known or unknown, arising in law or equity, which were made or which could have been made in the above-entitled action, are fully released, satisfied, discharged and settled. This means that Appellants release all employees of the City of St. Paul from any claims for damages, costs, interest, and attorney's fees with respect to 2019 and 2020 SMSP charges and/or assessments known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled 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. Appellants understand and acknowledge that Respondent does not admit any wrongdoing, improper action or liability for any of Appellants' alleged claims.

5. 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.

6. Appellants, 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.

7. The parties agree that upon payment of the amount set forth in Paragraph 1 above, and upon formal approval of this Settlement Agreement and Release by the City of St. Paul, 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.

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

FERDINAND F. PETERS, ESQ. LAW FIRM

Dated: _____, 2022

FERDINAND F. PETERS, #157041
BENJAMIN P. LOETSCHER, #0389037
711 Smith Ave. S.
Saint Paul, MN 55107


Telephone: (651) 647-6250
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Attorneys for Plaintiffs

LYDNSEY M. OLSON
City Attorney

Dated: _____, 2022

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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


178 RP LLC


By: 
© 2009 Sign-A-Rama, Inc. All Rights Reserved
(printed name) Richard Pakonen

Its: Chief Manager

Atlas Group, LLC


By: GREGORY S. SOFIS
(printed name)

Its: GENERAL MANAGER/OWNER



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Bigos Galtier


© 2009 Sign-A-Rama, Inc. All Rights Reserved
Bigos Jackson


Bigos Jackson Tower LLC

By: 

(printed name) Ted Bigos

Its: Chief Manager


Bigos Lowertown Lofts LLC

By: 

(printed name) Ted Bigos

Its: Chief Manager


Bigos Mears Park, LLC

By: 

(printed name) Ted Bigos

Its: Chief Manager

Bigos Sibley Tower LLC

By: 

(printed name) Ted Bigos

Its: Chief Manager

Bigos St Paul Housing Group

By: Ted Bigos

(printed name) Ted Bigos

Its: Chief Manager

Center 102 Mb LLC

By: David Brooks DAVID BROOKS

(printed name)

Its: OWNER

Church of St. Mary

By: Byron S. Hagan

(printed name) Rev. Byron S. Hagan

Its: Pastor

By: Kristin Schraeder

(printed name)

Its: V.P.

4810 Ithaca LN N
Plymouth, MN
55446

First Baptist Church of St. Paul

By: William Englund
(printed name)

Its: PASTOR
W Englund

First Baptist Church of St. Paul & Congregation

By: William Englund
(printed name)

Its: PASTOR
W Englund

Greenspace Rentals LLP

By: Kenneth Kalina
(printed name) Kenneth Kalina

Its: Partner

*California Commercial Investment Group LLC, Managing agent,
on behalf of*

Heritage House Senior Apartments

By: Scott Heaton
(printed name)


Its: EXEC V.P.

Lyons Court Limited Partnership

By: Lyons Court LLC
Its: General Partner

By: 
Ronald F. Nutting
Vice President

Nguyen Holding LLC

By: 
(printed name) Kristyanna Nguyen

Its: Owner

Ree Lowertown LLC

By: 
(printed name) Terrence Troy

Its: Chief Manager

Ree Parkside LLC

By: 
(printed name) Terrence Troy

Its: Chief Manager

Drury Southwest, Inc., a Missouri corp.

By: Carolyn F. Bohnert
Carolyn F. Bohnert

Its: Sr. Vice President

St. Paul Exchange, LLC, a Missouri llc
By: DSW Management, LLC, its manager

By: Carolyn F. Bohnert
Carolyn F. Bohnert

Its: Sr. Vice President

Strauss Apartments Limited Partnership

By: Sherman Associates, Inc.
Its: General Partner

By: Ronald F. Nutting
Ronald F. Nutting
Vice President

Winifred Partners LLC

By: [Signature]
(printed name) Richard Pakonen

Its: Chief Manager

[Signature]
Larry McIntyre

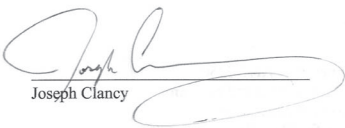


Mary McIntyre

Saint Germain Foundation

By: Debrah Bischoff
(printed name)

Its: Sponsor



Joseph Clancy



Richard Lemanczykafka

Paris Vener

Paris Vener

David Boehnen

Shari Boehnen

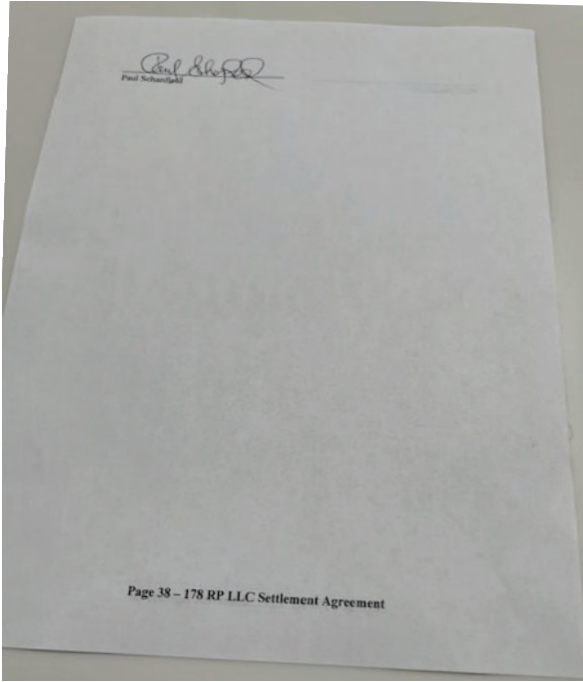
Shari Boehnen

Patrick M. Morgan

Patrick M. Morgan



Karen Schanfield



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