

CITY OF MINNETRISTA



WORK SESSION AGENDA ITEM

Subject: Hardscrabble Circle Settlement Agreement Update

Prepared By: Jasper Kruggel, City Administrator
Craig Squires, Director of Public Safety

Meeting Date: September 15, 2025

Issue: Staff have received recent feedback related to the Hardscrabble Circle Settlement Agreement passed by City Council and would like to engage City Council in a discussion about enforcement of the agreement.

Overview: There are currently three active building permits on Hardscrabble Circle for construction activities. Generally, the contractors have been abiding by the no parking requirements, but there has been one hardship approval for a project through October. Staff have received feedback including photos of vehicles parked on Hardscrabble Circle. Minnetrista Police have made contact with numerous parties both on a complaint basis and on organic patrols. The City has placed temporary “No Parking” signs in areas adjacent to longer term projects to help with the enforcement, but the entire circle is not signed “No Parking”. Parties have started to park in areas that are not signed, and our Police Department cannot issue citations for no parking unless there are visible signs. Previous discussions about signing the entirety of Hardscrabble Circle “No Parking” were not supportive, but if the expectation is that citations are issued for any parties parking on Hardscrabble Circle, “No Parking” signs must be installed.

Police Chief Squires will be present to answer any enforcement questions about the settlement agreement.

Attached you will find the final settlement agreement for reference.

Recommended City Council Action: Staff are seeking a discussion and direction on how to proceed with the Hardscrabble Circle Settlement Agreement enforcement.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This is a binding Settlement Agreement and Mutual Release made and entered into as of November 18, 2024 by and between Ronald Smith ("Smith") and Scott Fiske ("Fiske") (collectively, "Petitioners") and City of Minnetrista ("City") and Jasper Kruggel in his capacity as the City Administrator for the City of Minnetrista ("Kruggel") (collectively, "Respondents").

DEFINITIONS

1. "Action" means the lawsuit captioned *Ronald Smith and Scott Fiske v. City of Minnetrista and Jasper Kruggel in his capacity as the City Administrator for the City of Minnetrista*, Case No. 27-CV-24-10838 (Hennepin County District Court), and any and all claims that were or could have been pursued therein.

2. "Agreement" means this Settlement Agreement and Mutual Release and the exhibits hereto.

3. "Claims" means any and all past, present, or future claims, counterclaims, cross-claims, disputes, demands, actions and causes of action, petitions, suits, debts, liabilities, defenses, obligations, damages (whether general, special, consequential, punitive, exemplary, statutory, or other), penalties, costs, losses, expenses, and attorneys' fees (whether incurred prior to or after the date of the Agreement), whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, suspected or unsuspected, premised on direct recovery, contribution, or indemnity, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether written or oral, among or between the Parties, that arise out of or relate to (a) all claims set forth in the Verified Petition and/or (b) any of the facts, issues or claims that were made or could have been made in the Action regarding City's Ordinance's right-of-way and Fire Code access requirements.

4. "Party" means the parties to this Agreement, Smith, Fiske, City and Kruggel, individually, and "Parties" means Petitioners and Respondents, collectively.

5. "Related Persons" means, with respect to a Party, such Party's current, former and future parent companies, affiliates, subsidiaries, predecessors and successors, and each of their respective current, former and future members, shareholders, owners, corporate officers and directors, principals, partners, employees, representatives, affiliates, predecessors and successors, parent and subsidiary companies, agents, consultants, contractors, attorneys, experts, insurers, insurers assigns and anyone else who could be liable on its or their behalf, individually and collectively.

6. "Settlement Effective Date" means the date prescribed in Section 20 below.

7. "Verified Petition" means, collectively, Verified Petition for Alternative and Peremptory Writ of Mandamus in the Action dated July 18, 2024, a copy of which is attached hereto as Exhibit 1.

RECITALS

- A. Petitioners commenced the Action by filing their Verified Action.
- B. On August 9, 2024, Respondents filed their "Response" to Petitioners' Verified Action.
- C. August 19, 2024, the Court executed Petitioners' Alternative Writ of Mandamus and instructed that "further proceedings will be had, 'in the same manner as in a civil action' as required under Minn. Stat. § 586.08, inclusive of Petitioners' pursuit of their 'mandatory' (*i.e.*, 'shall') recovery under Minn. Stat. § 596.09 of their 'damages' arising from Respondents' violation of their duties."
- D. On September 3, 2024, Petitioners filed a motion for partial summary judgment as to mandamus liability and damages and Respondents filed a motion for summary judgment.
- E. On September 30, 2024, the Court heard the parties' cross motions, and took the matter under advisement.
- F. The Parties desire to avoid the additional cost, time, effort and uncertainties that may result from litigating their respective positions and desire to enter into this Agreement as a final settlement to document the final resolution of all Claims among the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, mutual releases and other terms set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Incorporation of Definitions and Recitals. The foregoing definitions and recitals are incorporated in this Agreement.
2. Denial of Liability. This Agreement is entered into only for purposes of settlement and compromise of disputed Claims in order to avoid the uncertainties, risks and expenses attendant upon litigation among the Parties. Neither this Agreement, nor anything contained herein, nor any act or thing done in connection herewith, is intended to be, or shall be construed or deemed to be, an admission by any of the Parties of any liability, fault or wrongdoing.
3. Settlement Terms. In full and complete satisfaction of any and all Claims, and in consideration of the other terms and conditions set forth herein, the Parties agree to the following settlement terms:

- a. All permits related to building, demolition and/or construction for properties on Hardscrabble Circle will contain the following conditions and be actively enforced by the City at all times:
 - i. It shall be the responsibility of the contractor and project owner to create on-site parking for all construction vehicles (including without limitation pick-up trucks, cars, vans and other similarly-sized vehicles), and all construction vehicles shall at all times be parked on the site of the permit activity.
 - ii. If the contractor and/or project owner demonstrates an undue hardship that does not allow for on-site parking, then it shall be the responsibility of the contractor and project owner to identify an adequate off-site parking location that City staff has determined does not inconvenience other locations in the City, including without limitation roadway and driveway access on Hardscrabble Circle.
 - iii. Delivery of materials and equipment must be completed in an expedited manner. Empty trailers must not remain parked on public roads except for the period necessary to load and unload. Deliveries must be coordinated and staged in such a way so as to always allow access for emergency vehicles to all residential driveways.
 - iv. Builders will be responsible for sweeping/removing debris from the roadway (including the road right of way) at the end of each workday and complete repairs for (a) damaged or destroyed asphalt or other public property on a timeline as determined by the City; and (b) damaged or destroyed private property (*e.g.*, mailboxes, signs, landscaping, utilities, and other items subject to damage by construction vehicles) as soon as possible.
 - v. Temporary "NO PARKING" signs shall be installed in areas of congestion as needed to ensure access for emergency vehicles to all residential driveways.
- b. The above conditions (*i.e.*, i-v) apply only to permits related to building, demolition and/or construction projects and do not apply to (a) routine home or yard maintenance and repair vehicles or (b) homeowner events such as graduation parties, weddings, or similar circumstances that create a need for limited short-term right of way street parking for homeowners.
- c. All permits related to building, demolition and/or construction for properties on Hardscrabble Circle will be issued following Minnesota Pollution Control Agency guiding documents and in compliance with all

applicable state laws, city ordinances, agency regulations and district regulations.

- d. Property owners on Hardscrabble Circle will be notified of applicable projects in accordance with notice requirements adopted by the City Council.

4. Petitioners' Release of Claims. Upon the Settlement Effective Date, Petitioners unconditionally and irrevocably, fully, finally, and forever waives, releases, acquits, and forever discharges Respondents and their Related Persons from any and all Claims; provided, however, that nothing herein shall waive, release, acquit or discharge any future claim that Petitioners may have for enforcement or breach of this Agreement. Petitioners understand that by signing this Agreement, they are waiving any and all Claims that are released by this Agreement to the greatest extent allowable under law.
5. Respondents' Release of Claims. Upon the Settlement Effective Date, Respondents unconditionally and irrevocably, fully, finally, and forever waives, releases, acquits, and forever discharges Petitioners and their Related Persons from any and all Claims; provided, however, that nothing herein shall waive, release, acquit or discharge any future claim that Respondents may have for enforcement or breach of this Agreement. Respondents understand that by signing this Agreement, they are waiving any and all Claims that are released by this Agreement to the greatest extent allowable under law.
6. Covenant Not to Sue. Without limiting the generality of the foregoing releases, the Parties hereby covenant and agree that, upon and after the Settlement Effective Date, no Party shall institute, bring, commence or continue any action in any court, arbitration, or other forum against any other Party for any of the Claims released pursuant to this Agreement; provided, however, that nothing herein shall waive, release, acquit or discharge any future claim for enforcement or breach of this Agreement. In the event that either Petitioners, on the one hand, or Respondents, on the other hand, breaches the covenant not to sue set forth in this Paragraph 6, the non-breaching Party shall be entitled to recover its reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred in connection with such action.
7. Dismissal of Action. Within seven (7) days of the Parties' execution of this Agreement, counsel for Petitioners shall file in the Action the stipulation of dismissal with prejudice and proposed order in the form attached hereto as Exhibit 2.
8. Acknowledgement of Adequate Consideration. The Parties hereby acknowledge and agree that the foregoing mutual releases and covenants not to sue, as well as all other terms of this Agreement, are supported by adequate consideration, and the Parties hereby waive any allegation, claim and/or defense to the contrary.

9. Costs and Expenses. The Parties shall bear their own costs and expenses, including without limitation attorneys' fees, incurred in connection with this Agreement and the transactions contemplated by it.
10. Merger and Integration. The Parties agree and acknowledge that this Agreement, together with any exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter contained herein. There are no other agreements, representations, warranties, or other understandings between the Parties with regard to the subject matter hereof which are not set forth in this Agreement. This Agreement is made and entered into without any reliance by the Parties on any statement, promise, inducement, or consideration not recited in this Agreement.
11. Advice Obtained. Each Party acknowledges and represents that it has had the opportunity to consult with legal, financial, and other professional advisors as it deems appropriate in connection with its consideration and execution of this Agreement. Each Party is legally responsible for any and all of its own tax liabilities arising out of this Agreement. Each Party further represents and declares that in executing this Agreement, it has relied solely upon its own judgment, belief and knowledge, and the advice and recommendation of its own professional advisors, concerning the nature, extent and duration of its rights, obligations and Claims; that it has reviewed its records, evaluated its position and conducted due diligence with regard to all rights, Claims, or causes of action whatsoever with respect to any and the other Party; and that it has not been influenced to any extent whatsoever in executing this Agreement by any representations or statements made by any other Party or its representatives, except as expressly contained or referred to in this Agreement.
12. Severability. If any of the provisions, terms, clauses, or waivers or releases of Claims or rights contained in this Agreement is declared illegal, unenforceable, or ineffective, the remaining provisions, terms, clauses, waivers, releases, and rights shall be severable and enforceable. However, the Parties agree to negotiate in good faith substitute provisions, terms, clauses, or waivers or releases that would have, to the maximum extent possible, identical effect and that would be enforceable.
13. Writing Required. This Agreement may not be altered or amended except in writing signed by all of the Parties.
14. No Waiver. No waiver by any Party of any condition, or the breach of any term, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, warranty, representation, agreement or covenant herein contained.
15. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same Agreement. The counterparts of this Agreement may be executed and

delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

16. Authority to Execute Agreement. Each Party represents it has the authority to enter into this Agreement and has not assigned, encumbered or in any other manner transferred any portion of the Claims released by this Agreement. Each Party represents that this Agreement is legal, valid, binding and enforceable against it in accordance with its terms and that the person or persons executing this Agreement have the necessary and appropriate authority to do so and to legally bind such Party.
17. Additional Documents. Each of the Parties agrees to execute and deliver any further documents which may be required to effectuate and/or carry out the terms of this Agreement.
18. Binding Effect. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, insurers, successors, and assigns. Other than as explicitly set forth in this Agreement, nothing in this Agreement is intended to, or does, create any rights in third parties, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall under any circumstances be deemed to be a beneficiary of such conditions. Each Party has had the opportunity to fully negotiate and modify the terms of this Agreement. Therefore, the terms of this Agreement shall be construed and interpreted without any presumption, inference, or rule requiring construction or interpretation of any provision of this Agreement against the interest of the party causing this Agreement or any portion of it to be drafted.
19. Settlement Effective Date. The effective date of this Agreement shall be the date on which this Agreement is fully executed by the Parties.
20. Governing Law. The Parties agree this Agreement shall be governed by and be enforceable under Minnesota law.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have hereunder set their hands and entered into this Agreement.

[Signature Page to Follow]

Dated: November 7, 2024

RONALD SMITH

/s/ Ronald Smith

Dated: November 7, 2024

SCOTT FISKE

/s/ Scott Fiske

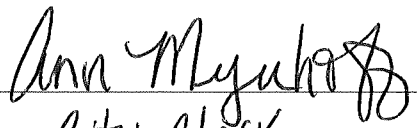
Dated: November 18, 2024

CITY OF MINNETRISTA

By 

Its Mayor

and

By 

Its City Clerk

Dated: November 18, 2024

**JASPER KRUGGEL IN HIS CAPACITY AS
THE CITY ADMINISTRATOR FOR THE
CITY OF MINNETRISTA**



**EXHIBIT 1 TO SETTLEMENT AGREEMENT AND
MUTUAL RELEASE**

(VERIFIED PETITION)

**EXHIBIT 2 TO SETTLEMENT AGREEMENT AND
MUTUAL RELEASE**

(STIPULATION OF DISMISSAL WITH PREJUDICE)