

KEVIN D. MALECEK  
President of Council

DAVID A. REICHELT  
Vice President of Council

VICTORIA ANN SAVAGE, CMC  
Clerk of Council

# City of Willoughby Hills

Council  
CHRISTOPHER L. BIRO

NANCY E. FELLOWS

DAVID M. FIEBIG

FRANK A. GERMANO

RAYMOND C. SOMICH

## ORDINANCE NO. 2008-59

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE THEREBY DISMISSING AND RELEASING ALL PARTIES OF ANY AND ALL CLAIMS SET FORTH IN THE COMPLAINT STYLED ELIZABETH MILES V. CITY OF WILLOUGHBY HILLS, ET AL IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO, BEING CASE NO. 1:08CV831 AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Willoughby Hills desires to put to rest and settle any and all claims, controversies and differences as set forth in the Complaint styled *Elizabeth Miles v. City of Willoughby Hills, et al* in the U.S. District Court for the Northeastern District of Ohio, being Case No. 1:08cv831; and

**WHEREAS**, said *Settlement Agreement and Release* will authorize the filing of the following Journal Entry: "that the within action is dismissed with prejudice at Defendants' cost. No record."

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOUGHBY HILLS, COUNTY OF LAKE, STATE OF OHIO THAT:**

**SECTION 1.** The Mayor is hereby authorized and directed to enter into a *Settlement Agreement and Release*; substantially pursuant to the terms and conditions as identified in said Agreement attached hereto as "Exhibit A", consisting of (2) pages and incorporated herein by reference; thereby putting to rest and settling any and all claims, controversies and differences set forth in the Complaint styled *Elizabeth Miles v. City of Willoughby Hills, et al* for a sum of Eighty Five Thousand and no Dollars (\$85,000).

**SECTION 2.** Per the terms of the Agreement, the following Journal Entry shall be filed: "That the within action is dismissed, with prejudice, at Defendants' cost. No record."

**SECTION 2.** The actions of this Council concerning and relating to the passage of this legislation were conducted in lawful meetings of this Council and that all deliberations of this council and of any of its committees that resulted in such formal action were in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the City of Willoughby Hills.

**SECTION 3.** This Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, safety and welfare of the inhabitants of the City of Willoughby Hills, insofar as it provides for the usual operation of a municipal department; to wit: to effectuate an immediate mutual settlement and release to defray any additional legal expenses; wherefore this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

PASSED: August 21, 2008

Submitted to the Mayor for his approval  
on this 21st day of August, 2008

ATTEST:

Victoria Ann Savage, CMC  
Victoria Ann Savage, CMC  
Clerk of Council

Kevin D. Malecek  
Kevin D. Malecek  
President of Council

Approved by the Mayor

August 21, 2008  
Robert M. Wegeh  
Robert M. Wegeh  
Mayor

**SETTLEMENT AGREEMENT AND RELEASE**

1. For and in consideration of the sum of Eighty Five Thousand and no Dollars (\$85,000.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, I, ELIZABETH MILES, do fully and forever release and discharge the following parties from any and all claims and causes of action of every nature and description. The parties forever released and discharged (the Released Parties) are:

**THE CITY OF WILLOUGHBY HILLS**, its past and present officeholders, employees, agents and insurers.

**KENNETH LORENZ**, both individually and in his formal capacity as the Mayor of the City of Willoughby Hills AND ALL MEMBERS OF THE KENNETH LORENZ FAMILY, AS WELL AS HIS HEIRS AND REPRESENTATIVES, AND ANY PROFESSIONAL CORPORATION, PARTNERSHIP OR OTHER ENTITY IN WHICH HE IS A STOCKHOLDER, PARTNER, MEMBER AND/OR EMPLOYEE.

2. The subject matter of this Settlement Agreement and Release is set forth in a Complaint styled *Elizabeth Miles v. City of Willoughby Hills, et al.*, in the U.S. District Court for the Northern District of Ohio, being Case No. 1:08cv831, and is to include all claims, demands, actions, causes of action or suits at law or in equity which Elizabeth Miles now has or hereafter may have or assert against the said Released Parties, for or on account of any and all injuries, damages and pecuniary loss, sustained at any time to and including the date of this Settlement Agreement and Release, whether now known or unknown, whether now existing or hereafter developing. As Plaintiff in said lawsuit, I, in consideration of the premises as aforesaid, do hereby authorize the filing of a journal entry therein reciting: "That the within action is dismissed, with prejudice, at Defendants' costs. No record."

3. It is understood that this Settlement Agreement and Release is given in settlement of a contested claim, the liability for which is expressly denied, and that it is understood that said settlement, or the consideration therefore, does not constitute an admission of liability on the part of anyone, including any of the Released Parties.

4. In further consideration, Elizabeth Miles and Kenneth Lorenz hereby expressly covenant, warrant, represent, and agree that each will not make disparaging remarks, written or verbal, about the other, it being the expressed intent of both Parties to put their disputes behind them.

5. The City of Willoughby Hills agrees that it will not arbitrarily terminate, or significantly change the terms and conditions of, Elizabeth Miles' employment prior to May 1, 2009. In the event of a claimed violation of this provision, the issue will be submitted to mediation by Niki Z. Schwartz.

In the event Schwartz is unable to resolve the claim by agreement, he shall have the power to impose a resolution without the necessity of a formal hearing, except to the extent that he deems necessary to arrive at a just determination. Schwartz agrees to render such services at the rate of \$200.00 per hour, the cost to be divided equally between the Miles and the City of Willoughby Hills.

\_\_\_\_\_  
Date

\_\_\_\_\_  
ELIZABETH MILES

\_\_\_\_\_  
Date

\_\_\_\_\_  
KENNETH LORENZ (As to Paragraph 4 only)

CITY OF WILLOUGHBY HILLS

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Its \_\_\_\_\_