

**ORDINANCE NO. 14, 2023**

**AN ORDINANCE DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT SETTling LITIGATION AND DECLARING AN EMERGENCY**

**WHEREAS**, On June 6, 2022, a Complaint was filed in the Hamilton County Ohio Court of Common Pleas, against the "Village of St. Bernard City Council," the "Laws Contracts and Claims Committee," the "Committee on Committees," the "St. Bernard Civil Service Commission," and members of the current Village Council each acting in their respective official capacities (hereinafter "Defendants"), alleging Defendants committed certain violations of the Ohio Revised Code, which violations the Defendants have denied; and

**WHEREAS**, All parties to the litigation wish to resolve this matter and have reached an agreement to terminate the litigation. Now therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO, NOT LESS THAN FOUR MEMBERS CONCURRING:**

**Section 1.** That the Mayor is hereby authorized to execute the Settlement Agreement as set forth in the attached "Exhibit 1," on behalf of the Village of St. Bernard, including without limitation the "Laws Contracts and Claims Committee," the "Committee on Committees," and the "St. Bernard Civil Service Commission," which are not sui generis entities.

**Section 2.** This Ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public peace, health, and safety. The reason for the emergency to permit the parties to move forward for the collective good of the Village and its residents, resolving tensions and enabling the members of Council, the Village's standing committees, and Civil Service Commission to focus their collective attention to their duties, and for the preservation of the public fisc. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than the majority of the members of Council and in that event the emergency provisions herein are set at naught.

Passed this 27th day of April, 2023.

ATTEST: *Carey Steyer*  
Clerk of Council

*Steve Asbach*  
President of Council

Approved this 27th day of April, 2023.

*[Signature]*  
Mayor

 ORIGINAL

I, CAROLINE STEGMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 14, 2023, was made by posting true copies of the same in the most public places designated by Council: City Hall, Vine Street and Washington Avenue; for a period of fifteen (15) days or more commencing April 27th 2023, 2023.

ATTEST: Caroline Stegman DATE April 27th 2023  
Clerk of Council

Approved as to form Samuel S. [Signature] Date 27 April 2023  
Director of Law



**ORIGINAL**

**RELEASE OF ALL CLAIMS  
AND SETTLEMENT AGREEMENT**

For and in consideration of the following promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, NICOLE KLUNGLE ("RELEASOR") and VILLAGE OF ST. BERNARD CITY COUNCIL; LAWS, CONTRACTS, AND CLAIMS COMMITTEE; COMMITTEE ON COMMITTEES; CINDI BEDINGHAUS; PATTY HAUSFELD; KURT BRICKWEG; BOB CULBERTSON; RAY CULBERTSON; DONALD TOBERGTE; CHRIS SCHILDMEYER; and ST. BERNARD CIVIL SERVICE COMMISSION ("RELEASEES") (singularly a "Party" and collectively the "Parties") hereby acknowledge, warrant, and agree as follows:

1. RELEASEES shall pay to RELEASOR the sum of Nine Thousand Dollars and no cents (\$9,000.00) within fourteen (14) days of all Parties executing this Agreement. Payment shall be made by check to "Baron Peck-Burnie + Sullivan" and shall be delivered to 3071 Madison Rd  
Cin OH 45219

2. In addition to the consideration set forth in Paragraph 1, RELEASEES agree to do the following:

- a. Enact a formal rule that requires notice of all Village of St. Bernard City Council meetings that are subject to the Ohio Open Meetings Act to be posted on the <sup>display case adjacent to the</sup> front door of the government building twenty-four (24) hours in advance of those meetings.
- b. Take and maintain written minutes of meetings in compliance with the Ohio Open Meetings Act, to the extent such meetings are subject to the Ohio Open Meetings Act.
- c. Require all current and future members of the Laws, Contracts, and Claims Committee to annually undergo training on the Ohio Open Meetings Act.
- d. Cause any recordings of Village of St. Bernard City Council meetings, which were previously created by RELEASOR, to be made part of the public record for the Village of St. Bernard if those recordings are provided by RELEASOR to the Village of St. Bernard City Council.

3. RELEASOR shall release and forever discharge RELEASEES, including any and all of their parent, subsidiary, or affiliated companies, shareholders, owners, partners, directors, officers, agents, employees, representatives, attorneys, predecessors, successors, assigns, and insurers, all of which are hereinafter referred to collectively as "RELEASEES", of, from, and against all claims, obligations, causes of action, losses, liabilities, injuries, death, damages, costs or expenses, without exception or limitation, past, present or future, known or unknown, and the consequences thereof, arising out of, incidental to, or in any manner connected with:

- a. the claims, actions, losses, liabilities, injuries, damages, costs or expenses which were alleged or could have been alleged in the pleadings filed in *State of Ohio ex rel. Nicole*

*Klungle v. Village of St. Bernard City Council, et al.*, Case No. A 2201980, in the Court of Common Pleas, Hamilton County, Ohio.

4. As used in this instrument, "damages", include, but are not limited to, incidental or consequential damages, and "expenses" include, but are not limited to, reasonable attorneys' fees and/or litigation costs.

5. The Complaint in Case No. A 2201980, in the Court of Common Pleas, Hamilton County, Ohio, will be dismissed with prejudice by RELEASOR within fourteen (14) days of receiving the payment referenced in Paragraph 1.

6. All claims, liabilities and causes of action resolved by this instrument are disputed by RELEASEES. Any payment pursuant to this instrument is being made in settlement of such disputed matters.

7. Such payment and any statements set forth in this instrument are not to be construed as an admission of liability by RELEASEES, who deny liability expressly.

8. No promise, consideration or payment other than those expressed in this instrument have been made or offered by RELEASEES.

9. The terms and provisions of this instrument will be binding upon RELEASOR and her respective heirs, executors, administrators, successors and assigns.

10. Prior to signing below, RELEASOR has read this instrument, is fully informed of its contents, and signs it as her own free act, both being above the age of majority, and upon advice of her counsel.

[Signature Pages Below]

IN WITNESS HEREOF, this instrument is signed by RELEASOR, Nicole Klungle, below on the 28<sup>th</sup> day of March 2023.

WITNESS:

\_\_\_\_\_

RELEASOR:

Nicole Klungle  
NICOLE KLUNGLE

STATE OF OHIO

Hamilton COUNTY

)  
)

SS. ACKNOWLEDGMENT

Before me, a notary public for such county and state, personally appeared Nicole Klungle, who acknowledged and swore that she has signed the foregoing Release of All Claims and Settlement Agreement, with full knowledge and understanding of its terms and conditions.

Sworn to and signed in my presence on this 28<sup>th</sup> day of March, 2023.

Kenneth Monroe II  
NOTARY PUBLIC



KENNETH MONROE II  
Notary Public, State of Ohio  
My Commission Expires  
May 16, 2024

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Representative of the Village of St. Bernard City Council

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

Its: \_\_\_\_\_

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Representative of the Laws, Contracts, and Claims Committee

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

Its: \_\_\_\_\_

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Representative of the Committee on Committees

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

Its: \_\_\_\_\_

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Cindi Bedinghaus

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Patty Hausfeld

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Kurt Brickweg

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Bob Culbertson

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Ray Culbertson

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Donald Tobergte

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Chris Schildmeyer

IN WITNESS HEREOF, this instrument is signed by RELEASEE, \_\_\_\_\_, below on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WITNESS:

\_\_\_\_\_

RELEASEE:

\_\_\_\_\_  
Representative of the St. Bernard Civil Service Commission

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

Its: \_\_\_\_\_