

Minutes of the
Special Meeting of the Morgantown City Council
August 16, 2018

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Thursday, August 16, 2018.

PRESENT: Mayor Bill Kawecki, Deputy Mayor Mark Brazaitis, Ryan Wallace, Jenny Selin, Ron Dulaney, Barry Wendell, Rachel Fetty (participating by telephone), Assistant City Manager Emily Muzzarelli, and City Attorney Ryan Simonton.

Call to Order: The meeting was called to order by Mayor Bill Kawecki at 8:03 p.m.

Litigation (Linda Tucker v. The City of Morgantown): Motion by Wallace to enter Executive Session to discuss matters protected by the Attorney/Client privilege, second by Wendell. Motion passes 7-0.

Council entered Executive Session at 8:05 PM. Upon a Motion by Brazaitis to end Executive Session, and a second by Wendell Executive Session adjourned at 8:29 p.m. following a 7-0 vote.

Motion by Brazaitis to approve Settlement Agreement (**Exhibit 1**), second by Dulaney. Motion passes 7-0.

Meeting adjourned at 8:32 p.m..



Mayor

**Exhibit 1 –
Settlement Agreement**

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS: That LINDA TUCKER, in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) to her in hand paid by the CITY OF MORGANTOWN, JENNIFER SELIN and NANCY GANZ, the receipt of all of which is hereby acknowledged, has released, acquitted and discharged, and by these presents does hereby forever release, acquit and discharge the CITY OF MORGANTOWN, JENNIFER SELIN, and NANCY GANZ, and their insurer, and all other persons, firms or corporations whatsoever, of and from any and all liability, claims, actions, causes of action, damages or demands of every kind and character that she may now or hereafter have, including all expenses heretofore and hereafter incurred, in any manner now or hereafter arising directly or indirectly from injuries or damages sustained by her as a result of an employment-related claim which was the subject of Civil Action No. 1:17-cv-33, styled *Linda Tucker v. City of Morgantown, West Virginia, et al.*, in the United States District Court for the Northern District of West Virginia.

LINDA TUCKER recognizes, warrants, and agrees that, to the extent that any health care insurance providers have paid medical bills and other health care expenses on behalf of LINDA TUCKER, she is solely responsible for any reimbursement or subrogation liens that may come back against her and that neither she nor anyone on her behalf will make any claims against any of the Defendants for the reimbursement of such claims referred to herein. LINDA TUCKER acknowledges and states that she has considered the claims which may be made against her by any health care insurance provider. LINDA TUCKER further agrees to defend, indemnify, and hold forever

harmless the CITY OF MORGANTOWN, JENNIFER SELIN or NANCY GANZ and their counsel from and against any and all claims, liens, demands, actions in law, or suits in equity that might arise as detailed in this paragraph, including any and all damages, claims, rights to payment, or claims for attorney fees that might be made by any such health care insurance providers.

In further consideration of the aforesaid payment, LINDA TUCKER hereby waives any and all rights to commence any action or lawsuit against the CITY OF MORGANTOWN, JENNIFER SELIN or NANCY GANZ as a result of any claim by any health care insurance provider based upon any alleged failure to properly protect the interests of any health care insurance provider or governmental entity.

LINDA TUCKER understands that the receipt of the aforesaid settlement funds may affect her right to governmental benefits and that neither the CITY OF MORGANTOWN nor JENNIFER SELIN nor NANCY GANZ offers any advice to her in this regard or makes any representation to her in this regard. Despite this possibility, LINDA TUCKER desires to enter into this agreement to settle her claims in accordance with the terms set forth herein.

As specific terms of this settlement agreement, LINDA TUCKER agrees that she is fully and immediately separated from her employment with the CITY OF MORGANTOWN; further, LINDA TUCKER agrees that she will not apply for other employment positions with the CITY OF MORGANTOWN in the future; further, LINDA TUCKER agrees that she will not engage in any sort of disparagement of the CITY OF MORGANTOWN, of any employees of the CITY OF MORGANTOWN, of

JENNIFER SELIN, or of NANCY GANZ; and further, LINDA TUCKER agrees that she will not publicize this settlement or its terms.

In addition to the monetary settlement discussed above, the CITY OF MORGANTOWN, JENNIFER SELIN, and NANCY GANZ agree that they will not engage in any sort of disparagement of LINDA TUCKER and that they will not publicize this settlement beyond what may be required for mandatory reporting purposes.

Further, the CITY OF MORGANTOWN agrees to pay for appropriate COBRA coverage for LINDA TUCKER for a period of up to 90 days from August 10, 2018, which was the date of the mediation and settlement in principle of this matter.

It is expressly understood and agreed that this settlement agreement and release of all claims is intended to include and apply to all damages and injuries of any kind which LINDA TUCKER may have incurred, and that it covers not only all her past and present claimed damages but that it also covers any future effects of said claims, whether such effects are now known or may become known in the future.

It is expressly understood and agreed that this settlement is a compromise of a doubtful and disputed claim and that such payment is not in any way to be construed as an admission of liability, negligence or fault of any kind by the CITY OF MORGANTOWN, JENNIFER SELIN, or NANCY GANZ whatever, and that such liability, negligence or fault are expressly denied by the CITY OF MORGANTOWN, JENNIFER SELIN, and NANCY GANZ.

LINDA TUCKER has read the foregoing Settlement Agreement and Release of All Claims and fully understands the meaning and contents thereof, the same having been explained to her by her attorney, Sean W. Cook.

The CITY OF MORGANTOWN through its appropriate representative, JENNIFER SELIN, and NANCY GANZ have each read the foregoing Settlement Agreement and Release of All Claims and fully understand the meaning and contents thereof, the same having been explained to them their attorneys, Debra Scudiere and Erin J. Webb.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2018.

LINDA TUCKER

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by LINDA TUCKER.

Notary Public

My commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

By: _____
Its: _____
THE CITY OF MORGANTOWN

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, a representative of the CITY OF MORGANTOWN.

Notary Public

My commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2018.

JENNIFER SELIN

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by JENNIFER SELIN.

Notary Public

My commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

NANCY GANZ

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by NANCY GANZ.

Notary Public

My commission expires:
