



## NOTICE OF PUBLIC MEETING

**The Adel City Council will meet in special session at Adel City Hall, 301 S. 10<sup>th</sup> St., Adel, Iowa,  
Wednesday, May 29, 2019, at 6:00 PM**

### AGENDA

#### NEW BUSINESS

- a) Closed Session pursuant Iowa Code Section 21.5(1)(c). The Council May Enter into Closed Session *to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.*
- b) Consider Approval of Resolution No. 19-53, Approving and Authorizing the Compromise and Settlement of Litigation Between the City of Adel, Iowa and Jacqueline Steele

#### OTHER BUSINESS

5/28/2019 8:21:19 AM

**Resolution No. 19-53**

**RESOLUTION APPROVING AND AUTHORIZING THE  
COMPROMISE AND SETTLEMENT OF LITIGATION BETWEEN  
THE CITY OF ADEL, IOWA AND JACQUELINE STEELE**

**WHEREAS**, on February 5, 2019, Jacqueline Steele filed an administrative charge with the Iowa Civil Rights Commission, Case No. 02-19-73109, which was cross-filed with the EEOC, Case No. 26A-2019-00291C against Anthony Brown, Brittany Sandquist, and the City of Adel; and

**WHEREAS**, on May 13, 2019, Jacqueline Steele filed a Petition for Immediate and Permanent Injunctive Relief and Other Remedies in Dallas County, Iowa, Case No. CVCV041746 against Bob Ockerman, Rob Christensen, Shirley McAdon, Dan Miller, Jodi Selby, and the City of Adel; and

**WHEREAS**, a compromise settlement of these actions in the best interests of the City and does not constitute an admission of liability on the part of the City or any of its agents, employees, officers or independent contractors; and

**NOW, THEREFORE, be it resolved** by the City Council of the City of Adel, Iowa as follows:

SECTION I. The City Council hereby approves the attached Settlement Agreement and General Release; and

SECTION II. The Mayor is hereby authorized to execute the attached Settlement Agreement and General Release.

Passed and approved this 29<sup>th</sup> day of May, 2019.

---

James F. Peters, Mayor

ATTEST:

---

Angela Leopard, City Clerk

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into, by and between Plaintiff Jacqueline Steele ("Steele") and Defendant City of Adel, Brittany Sandquist, and Anthony Brown, the City Council, and their directors, officers, agents, employees, representatives, and insurers (collectively referred to as "Employer").

### RECITALS:

A. On or about February 5, 2019, Steele filed an administrative charge with the Iowa Civil Rights Commission, Case No. 02-19-73109, which was cross-filed with the EEOC, Case No. 26A-2019-00291C, and on May 13, 2019, Steele file a Petition for Immediate and Permanent Injunctive Relief and Other Remedies in Dallas County, Iowa Case No. CVCV041746, asserting a violation of the open meetings laws against Bob Ockerman, Rob Christensen, Shirley Mcadon, Dan Miller, Jodi Selby, the Adel City Council, and the City of Adel (collectively referred to as "Actions"); and

B. Steele and Employer desire to settle fully and finally all differences between them, including, but not limited to, those differences embodied in the aforementioned Actions.

THEREFORE, in consideration of the promises set forth below, it is agreed as follows:

1. Employer agrees that after receiving the fully executed original of this Settlement Agreement and General Release, Employer will pay a gross settlement amount of \$37,500 (Thirty Seven Thousand Five Hundred Dollars and No Cents). Employer shall make a settlement payment in three checks, as follows:

(a) a payroll check in the gross amount of \$17,500.00 (Seventeen Thousand Five Hundred Dollars and Zero Cents), less all applicable deductions and withholdings, made payable to Steele to compensate her for any lost wages she allegedly sustained;

(b) a check in the amount of \$7,500 (Seven Thousand Five Hundred Dollars and Zero Cents), made payable to Steele to compensate her for any compensatory damages, including emotional distress or liquidated damages, she allegedly sustained;

(c) a check in the amount of \$12,500 (Twelve Thousand Five Hundred Dollars and Zero Cents) made payable to Timmer & Judkins, PLLC. to compensate Steele for any claims she has for attorney's fees, expenses, and costs.

The above payment constitutes full, final, and complete settlement of claims that were or could have been brought in the aforementioned complaint including all claims by Steele for compensatory damages, attorneys' fees, expenses, interest, and costs that Steele or her attorney may have incurred in connection with the aforementioned Actions.

2. This Settlement Agreement and General Release is not and shall not in any way be construed as an admission by Employer, that Employer violated any federal, state or local law in connection with Steele's employment or the end of her employment, or that any employment

action taken against Steele was unwarranted, unjustified, in bad faith, against any public policy of the state of Iowa, discriminatory, retaliatory, or otherwise unlawful. Employer specifically disclaims any liability to, or discrimination or retaliation against, Steele. The parties have entered into this Settlement Agreement and General Release, in good faith, for the sole purpose of resolving the dispute, thus avoiding the burden, expense, delay and uncertainties of litigation. Steele does not purport to be the prevailing party in the above-referenced action.

3. In consideration of the payment by Employer to Steele set forth in Paragraph 1, Steele hereby irrevocably and unconditionally releases, remises, and forever discharges Employer from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs), of any nature whatsoever, in law or equity, which she ever had, now has, or she or her heirs, executors, and administrators hereafter may have, from the beginning of time to the date of this Agreement, arising from, or otherwise related to, her employment relationship with Employer or the end of her employment, including, but not limited to, any claims arising from any alleged violation by Employer of the United States or State of Iowa Constitution, of any claims arising from any alleged violation by Employer of any federal, state, or local statutes, ordinances or common laws, including but not limited to, the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., as amended by the Older Workers Benefit Protection Act; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 et seq.; the Iowa Civil Rights Act, Iowa Code Chapter 216; Iowa's Wage Payment Collection Act, Iowa Code Chapter 91A; an express or implied cause of action for contract, Iowa Code § 279 et seq., a violation of Iowa Code Chapter 21, and any claims in violation of the public policy of the state of Iowa. Steele acknowledges that she was paid for all time worked and given all Family and Medical Leave to which she was entitled. Steele further certifies that she has notified Employer of any and all work-related injuries sustained.

4. Steele agrees and recognizes her employment relationship with Employer is now permanently and irrevocably severed. In consideration of the payment set forth in Paragraph 1, Steele covenants and agrees that she will never seek re-employment with Employer.

5. Within two business days after her attorney receives the settlement checks identified in Paragraph 1, Steele agrees to dismiss with prejudice all complaints she filed against Employer and furnish counsel of record for Employer with a copy of the dismissal filed with the court and a Statement of Satisfaction to the Iowa Civil Rights Commission.

6. Steele further agrees, promises, and covenants that neither she, nor any person, organization, or any other entity acting on her behalf will file, charge, claim, sue, or cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Employer, involving any matter which occurred in the past up to the date of this Settlement Agreement and General Release, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action,

obligations, damages, or liabilities which are the subject of this Settlement Agreement and General Release.

7. Nothing in this Agreement will prevent Steele from filing a charge or complaint with, reporting possible violations of any law or regulation to, providing information or documents to, or participating in any investigation or proceeding conducted by, the National Labor Relations Board, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, or any other governmental authority charged with the enforcement of any laws. However, to the extent permitted by applicable law, by signing this Agreement Steele is waiving any right to individual relief based on claims asserted in such a charge or complaint, or asserted by any third-party on Steele's behalf, except for any right Steele may have to receive payment from a government agency (and not from Employer) for information provided to the government agency.

8. Steele promises and agrees that she will not disparage Employer in any way. Defendant City of Adel will not authorize any employee to make an official statement disparaging Steele. The City Council, Defendant Brown, and Defendant Sandquist will not disparage Steele.

9. Steele expressly acknowledges this Settlement Agreement and General Release is intended to include in its effect, without limitation, any and all claims concerning her Employer of which Steele knows or does not know, should have known, had reason to know, or suspects existed in Steele's favor at the time of execution hereof. Steele recognizes this Settlement Agreement and General Release extinguishes any such claim or claims and that she has no legal recourse, now or in the future, against Employer for any of the claims set forth herein.

10. Steele warrants that Steele is not a Medicare or Medicaid beneficiary as of the date of this Agreement. Because Steele is not a Medicare or Medicaid recipient as of the date of this Agreement, no conditional payments have been made by Medicare or Medicaid. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The parties have not shifted responsibility of medical treatment to Medicare or Medicaid in contravention of 42 U.S.C. Sec. 1395y(b). The parties resolved this matter in compliance with both state and federal law. The parties made every effort to adequately protect Medicare's and Medicaid's interests and incorporate such into the settlement terms. Steele will indemnify, defend and hold Employer harmless from any and all claims, liens, Medicare or Medicaid conditional payments and rights to payment sought by Medicare or Medicaid, known or unknown.

11. Steele represents and certifies that she has carefully read, and fully understands, all of the provisions and effects of this Settlement Agreement and General Release and has thoroughly discussed all aspects of this Settlement Agreement and General Release with her attorney. Steele further represents and certifies that she entered into this Settlement Agreement and General Release voluntarily and that neither Employer nor its agents, representatives or attorneys, made any representations concerning the terms or effects of this Settlement Agreement and General Release other than those contained herein.

12. This Settlement Agreement and General Release is made and entered into in the state of Iowa, and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Settlement Agreement and General Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

13. Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the payments made pursuant to this Settlement Agreement and General Release, Steele agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend and hold Employer, and agents harmless therefrom.

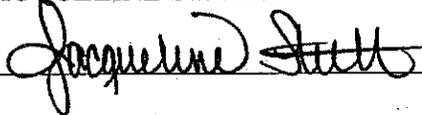
14. Should a court declare or determine any provision of this Settlement Agreement and General Release to be illegal or invalid, the validity of the remaining parts, terms or provisions, shall not be affected thereby. It is the parties' intent that the part, term or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Settlement Agreement and General Release.

15. This Settlement Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understanding between the parties pertaining to the subject matter hereof.

**PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT YOU ARE RELEASING ALL KNOWN CLAIMS.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Steele and Employer have executed the foregoing Settlement Agreement and General Release.

JACQUELINE STEELE

  
\_\_\_\_\_

5.23.19  
Date

CITY OF ADEL

By \_\_\_\_\_

\_\_\_\_\_  
Date

BRITTANY SANDQUIST

\_\_\_\_\_

\_\_\_\_\_  
Date

ANTHONY BROWN

\_\_\_\_\_

\_\_\_\_\_  
Date