

RECORD OF ORDINANCE

Date Presented 12/09/2025

Sponsor Mayor Sandine Ordinance No. 48-25 Date Passed December 9, 2025

AN ORDINANCE ACCEPTING THE RESIGNATION OF KURTIS G. SCHMIDT, ENTERING INTO A SETTLEMENT AGREEMENT WITH KURTIS G. SCHMIDT, and DECLARING AN EMERGENCY

Whereas, the Village of Lithopolis hired Kurtis G. Schmidt on or about May 22, 2023, to serve as a Village of Lithopolis police officer;

Whereas, on or about October 31, 2025, the Village of Lithopolis opened an investigation into allegations of professional impropriety made against Kurtis G. Schmidt;

Whereas, The Village of Lithopolis now seeks to forever resolve any disputes and claims between the Village of Lithopolis and Kurtis G. Schmidt, that have arisen, or that may arise, from Kurtis G. Schmidt's employment with the Village of Lithopolis;

Whereas, Kurtis G. Schmidt has offered to resign from his employment with the Village of Lithopolis under the terms of a settlement agreement between Kurtis G. Schmidt and the Village of Lithopolis, as attached and incorporated herein by reference:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO;

Section 1. Council approves the settlement agreement attached and incorporated by reference.

Section 2. Council directs the Mayor to sign the settlement agreement and implement the terms of the agreement.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare, as resolving any and all disputed claims arising from Kurtis G. Schmidt's employment with the Village of Lithopolis shall foreclose the unnecessary expenditure of Village resources, and shall be in full force and effect immediately upon passage and signing by the Mayor.

Attest/Date: Jacinta
Clerk

Signed/Date [Signature]
Mayor 12/9/25

Approved as to form: [Signature]
Jon M. Browning

First Reading 12/9/25 Second Reading _____

Revised Second Reading _____ Third Reading _____

VOTE FOR 5 AGAINST 0

RELEASE OF CLAIMS

The Village of Lithopolis ("Village") shall (1) rescind its removal order against Kurtis Schmidt ("Schmidt"); and, (2) forever release any present or potential legal claims it may have against Schmidt, known or unknown; and, (3) release payment of Schmidt's accrued PTO time (minus proper withholdings) as soon as is practicable.

Kurtis Schmidt shall, (1) resign his employment with the Village effective November 14, 2025; (2) forever release The Village of Lithopolis and all employees and office-holders from any and all claims he has or may have, known or unknown, against them; and, (3) return any equipment or other paraphernalia that is the property of the Village by close of business December 5, 2025.

The parties acknowledge that the purpose of this Release is to fully resolve all potential disputes arising out the employment relationship and/or the conclusion of Mr. Schmidt's employment with the Village through the date of this Release, without admission of liability or wrongdoing by any party, and is solely for the purpose of compromising any and all claims without the cost and burden of potential litigation.

The Parties agree that they may use this Release against the other party, their successors and assigns, or any other person, in court or elsewhere, to show that no person is entitled to any additional consideration should they ever attempt to assert any other claim for any reason whatsoever against the other, or to show that either party has breached its obligations under this Release.

The parties acknowledge and agree that this is the complete agreement pertaining to the Release, that this Release supersedes all prior agreements and understandings between the parties, and that the laws of the State of Ohio govern this Release, excluding its choice of law principles.

Each party hereby declares that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid claims.

KSchmidt

KURTIS SCHMIDT

Kurtis Schmidt
Print Name

12/3/25
Date

[Signature]
FOR THE VILLAGE

ERIC P. SANDINE, Mayor
Print Name and Job Title

12/9/25
Date