

SEVERANCE AGREEMENT, WAIVER AND RELEASE

THIS AGREEMENT (the "Agreement") is made and entered into by and between the Village of Mount Pleasant ("Village") Wisconsin, and Kurt Wahlen ("Employee"), and

WHEREAS, for Employee's decision to voluntarily resign from Village employment the Village is willing to offer consideration in addition to that to which Employee is already entitled in the absence of a waiver.

NOW, THEREFORE, in consideration of the promises, terms and conditions hereof, the Village and Employee agree as follows:

1. **Voluntary resignation.** The Employee agrees to voluntarily resign from his appointment as Village Administrator effective July 11, 2016. Employee shall return all Village equipment, materials, keys and any other items to the Village on or before July 11, 2016. Employee agrees that he shall not represent himself in any official capacity with the Village after July 11, 2016. Employee shall receive a lump-sum payout of all accrued but unused leave, consistent with established Village policy.
2. **Severance pay.** Employee shall receive severance pay in the form of Employee's regular salary through October 11, 2016.
3. **Additional consideration.** In consideration of the Employee's voluntary resignation as Village Administrator, the Village agrees to the following additional considerations:
 - a. The Village shall continue to pay the Employee his regular salary through October 11, 2016.
 - b. The Village may need to confer with Employee after July 11, 2016. Employee shall cooperate with the Village through October 11, 2016 by responding to reasonable inquiries from the Village.
4. **Waivers of rights and claims.** The Village and the Employee, for themselves, their successors, assigns and personal representatives, hereby mutually release and discharge one another from any and all liability for claims known or unknown, asserted or unasserted, or for any other obligation or responsibility of whatsoever kind arising from or in respect to Employee's employment with or severance from the Village.

By way of example only and without in any way limiting the generality of the foregoing language, this release shall include all claims for relief or causes of action under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. sec. 2000e, et seq., the Americans With Disabilities Act of 1991, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Civil Rights Enforcement Statutes, 42 U.S.C. secs 1981 through 1988; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor Standards Act of

1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Wisconsin Fair Employment Laws, § 111.33 et seq., Wis. Stats.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats.; the Municipal Employee Relations Act, § 111.70 et seq., Wis. Stats.; and any other federal, state or local statute, ordinance, or regulation dealing in any respect with discrimination or termination of employment, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction. This does not include any claim that cannot lawfully be waived.

5. **No Admission of Liability.** The parties' participation in this Agreement is wholly mutual and not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of any party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part thereof; and the remaining provisions thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

8. **Binding Effect.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto. This Agreement may not be assigned by the Employee.

9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements or/and understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the parties hereto.

10. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A facsimile signature will have the same legally binding effect as an original signature.


11. **Acknowledgment.** In signing this Agreement, the parties acknowledge and agree:

- a. That they have had sufficient time to read this Agreement and fully understand the terms and conditions hereof, which are contractual and not a mere recital;
- b. That they have not relied upon any statement or representation made by or on behalf of the other parties other than as set forth herein, but wholly upon their own

judgment, belief, and knowledge and the advice of their own attorney or any other advisers of their choice; and

c. That they are voluntarily signing this Agreement with full knowledge as to its meaning and consequences and accepting the consideration to be provided under the Agreement for the purpose of making a full and final compromise, adjustment, and settlement of all the matters mentioned above.

IN WITNESS THEREFORE, the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.



Kurt Wahlen

07-11-2016
Date



Gerald Garski
Village of Mt. Pleasant Board President

07-11-2016
Date