

City of Wilmington, Ohio
Mayor John Stanforth
69 N. South Street
Wilmington, Ohio 45247

RE: Resignation

Mayor Stanforth,

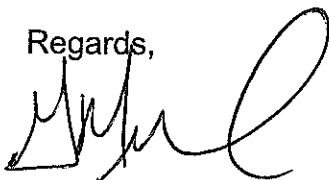
I am writing to inform you of my resignation as City Administrator, effective August 3, 2022.

When I accepted this position, I did so with the understanding that it would be a very challenging but rewarding role. Unfortunately, the reality has been far different from what I expected.

As the City Administrator, I am responsible for the City's day-to-day operations, including overseeing the city departments and coordinating citywide initiatives. I feel I have been held back and prevented from achieving my full potential, and my hard work and vision for the city have been disregarded without consideration or conversation. Recently, situations have been handled inappropriately and unprofessionally, making me very uncomfortable. There are significant challenges within the workplace culture toward the City Administrator position, which I believe were created by my predecessors' behavior and treatment of City staff for many years.

I have enjoyed my time working for the city, but in good conscience, I cannot continue in this role. I hope my replacement will successfully navigate these challenges and create a positive culture and working environment.

Regards,

A handwritten signature in black ink, appearing to read 'Gregory E. Muenchen', written in a cursive style.

Gregory E. Muenchen

SETTLEMENT AGREEMENT – GREGORY MUENCHEN

This Settlement Agreement ("Settlement Agreement" or "Agreement") is made this 3rd day of August, 2022, between the City of Wilmington ("the City" or "Employer") and Employee, Gregory Muenchen ("Employee" or "Muenchen"), jointly referred to as "the Parties," in consideration of the mutual covenants and agreements set forth below. The force and effect of this Agreement shall not expire.

1.1 Parties' Agreement:

- (A) Resignation. The Employee agrees that he shall resign from employment on August 3, 2022, with no right to revoke such resignation.
- (B) Regular Payroll and Benefits Coverage. The Parties agree that Muenchen will be paid at his regular rate of pay for 8 hours each workday through his resignation date of August 3, 2022 via normal payroll practices of the Employer. Further, consistent with the regular benefit practices of the Employer, the Parties agree that Muenchen's benefits will remain effect through August 13, 2022.
- (C) Severance, and COBRA Benefit. The Parties agree that Muenchen will be paid a total amount of \$43,686.67, which consists of the following individual severance-related payments: (A) \$21,480.00, which shall be considered a severance payment for 480 hours of compensable time; (B) an amount of \$16,835.54, which shall be payment for 241.90 hours unused sick time and 144.314 hours unused vacation; and, (C) an amount of \$5,371.13 for Muenchen to use to pay for COBRA or related fees following separation from employment. The total payment of \$43,686.67, referenced above, shall be full compensation for any and all monies due Muenchen for any and all compensable time owed to him by the City, and Muenchen agrees that such amount represents complete satisfaction of any monies due him for his employment by the City. It is understood that any and all taxes associated with this payment are the responsibility of Muenchen and that there will be no deductions taken from payment except those required by law.
- (D) Unemployment. The Employer shall report to the Unemployment Compensation agency that the reason for separation was "resignation", and it will truthfully respond to requests for information about the Employee's separation from employment. However, the Employer will not contest or appeal the granting or denial of Unemployment Compensation benefits.
- (E) Law Violations. The Employee, Muenchen, releases the Employer, the Mayor and City Council Members, Employer Officials and Employees, and the City's assigns, consultants, advisors, attorneys, and employees, past and present, collectively or individually (hereinafter "Released Parties"), from any and all claims, demands, causes of actions, losses and expenses of every nature whatsoever, known or unknown, arising up to and including the date on which the Employee executes this Agreement, including but not limited to any claims arising out of or in connection with his employment with the Employer. These claims include, but are not limited to, breach of express or implied contract, intentional or negligent infliction of emotional harm, libel, slander, claims under the Age Discrimination in Employment Act (ADEA) of 1967, 29 U.S.C. § 621, § et seq., Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq., the American with Disabilities Act (ADA), as amended, 42 U.S.C. § 12111, et seq., Title VII of

SETTLEMENT AGREEMENT – GREGORY MUENCHEN
(Continued)

the Civil Rights Act, 42 U.S.C. § 2000e, et seq., 29 U.S.C. § 2601 et seq., the Family and Medical Leave Act (FMLA), the Older Workers' Benefit Protection Act (OWBPA), Executive Order 11141 (age discrimination), the Genetic Information Nondiscrimination Act (GINA), claims under R.C. 124, claims under R.C. 4112, and any other federal, state, or local employment laws, statutes, public policies, orders, or regulations. This release shall not apply to breach of this Agreement.

Furthermore, nothing in this Agreement is intended to, or shall, interfere with the Employee's rights under federal, state, or local civil rights or discrimination laws to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with such agency in its investigation, none of which shall constitute a breach of the non-disparagement or confidentiality clauses of this Agreement. The Employee shall not, however, be entitled to any relief, recovery, or monies in connection with any such action brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge, or proceeding.

SPECIFIC ADEA NOTICE: Pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq., the Employee has certain specific rights. A waiver of those rights cannot apply to age discrimination claims arising in the future. Employee's signature below signifies his acknowledgement of the accuracy of the following statements:

The Employee recognizes that, in signing this Agreement and Release of Claims, the Employee is waiving his right to pursue any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq. (ADEA) arising prior to the date the Employee signs the release.

The Employee acknowledges that he has read and fully understands this Agreement and Release and that he is entering into it voluntarily. The Employee acknowledges that he has been advised of and had the opportunity to consult with an attorney prior to signing this Agreement and Release. While not required, the Employee further acknowledges that he has been given a period of twenty-one (21) days within which to consider this Agreement and, if he signs the Agreement within such twenty-one (21) day period, his signature constitutes his voluntary and knowing waiver of such twenty-one (21) day period. The Employee understands that he may revoke this Agreement within seven (7) days from the date on which he signs it by giving written notice by certified mail or hand delivery of such revocation to M. Brad Reynolds, 69 N. South Street, Wilmington, Ohio 45177. After seven (7) days have passed following the Employee's execution of this Agreement and Release, such execution shall be final and irrevocable.

- (F) Appeal of Agreement. The Employee agrees not to challenge, appeal, pursue redress, or otherwise question, by any administrative or legal means (including, but not limited to state and/or federal courts), the issue of this Agreement, or any compensation and/or benefit owed the Employee as a result of same.
- (G) Authorship. None of the parties acknowledges authorship of this Settlement Agreement, as it was jointly reviewed, and such language shall not be construed against any party.

**SETTLEMENT AGREEMENT – GREGORY MUENCHEN
(Continued)**

- (H) Pending Claims. Muenchen agrees that he shall not file, and shall withdraw, with prejudice, any administrative and/or legal actions he has initiated or intends to initiate. Any administrative and/or legal action initiated or pursued by Muenchen shall be a breach of this Settlement Agreement, and Muenchen shall be required to reimburse the Employer any amounts paid under this Agreement with no right to return to work.
- (I) Non-disparagement. The Employee and Employer agree not to disparage, defame, or make derogatory statements to anyone about the other. Nothing herein shall prevent the Employee from making any truthful statement in connection with any legal proceeding or investigation by any governmental authority. Nothing herein shall prevent the Employer from making any truthful statement in connection with any legal proceeding or investigation by any governmental authority.

1.2 Entire Agreement. This Agreement supersedes all other oral and written agreements between the Parties with respect to the Employee, and this Agreement contains all the covenants and agreements between the Parties with respect to this matter.

1.3 Opportunity for Representation. The Employee acknowledges that this Agreement is made knowingly and voluntarily, and that he has been afforded the opportunity to consult with counsel prior to entering into it.

1.4 Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio.

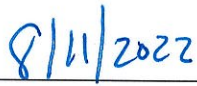
1.5 Severability. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, such determination shall not affect the other provisions, and all other provisions shall be enforced as if the invalid provision were not a part of this Agreement.

1.6 Employer Property. The Employee shall immediately return any and all Employer-owned equipment, property, or documents in his possession no later than August 15, 2022. This includes keys, cell phones, computers/laptops, and all other equipment owned by the Employer. If Employee has personal belongings at the Employer's premises, he shall arrange an acceptable time with the Employer for him to assemble and remove his belongings.


1.7 Nondisclosure. The Parties shall not voluntarily disclose the contents of this Agreement, unless it is done pursuant to Ohio Revised Code Section 149.43 or pursuant to any order, demand or request by an agency, court, or administrative body.



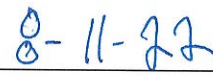
Greg Muenchen, Employee



Date



John M. Stanforth, Mayor



Date

