

AGREEMENT AND GENERAL RELEASE

I, Jeremy Willmoth (Employee), understand and, of my own free will, enter into this AGREEMENT AND GENERAL RELEASE ("AGREEMENT") with The City of Winfield Kansas (the "City") and, in consideration of the severance described in my employment contract, and a termination payment described herein, agree as follows pursuant to section 9 letter B number 3 of the Contract of Employment dated December 19, 2016.

Employee hereby acknowledges that his employment with the CITY will terminate on October 5, 2018, and agrees that he will not hereafter apply for or seek employment or reemployment with the CITY. CITY agrees to give the normal and customary job reference to any potential employer who asks in the future and even though Employee has stated he will not seek reemployment, CITY agrees to not list employee as barred from rehiring with respect to potential employers asking about Employee's status with CITY.

On October 1, 2018, officials of the CITY informed Employee of what he had a right to receive upon the termination of his employment, which includes a payment on October 5, 2018 of a lump sum equal to 100% of the employee's accrued vacation and sick leave accruals as of October 5, 2018, a lump sum cash payment equal to six months of base salary, a lump sum cash payment equal to six months of deferred compensation, six months of full city provided family health and dental insurance at no cost to the employee, a lump sum cash payment equal to six months of the employee's vehicle allowance, and all wages and benefits owed to employee for services rendered as of October 5, 2018 less all applicable deductions as required by law.

Employee represents, warrants, and acknowledges that the CITY owes him no wages, commissions, bonuses, sick pay, personal leave pay, severance pay, vacation pay, or other compensation or benefits, or payments or form of remuneration of any kind or nature, other than that specifically provided for in this AGREEMENT.

Employee understands that this AGREEMENT does not constitute an admission by the CITY of any: (i) liability; (ii) violation of any federal, state, or local law, regulation, order, or other requirement of law; (iii) breach of contract, actual or implied; (iv) commission of any tort; or (v) other civil wrong. Employee realizes there are many laws and regulations prohibiting employment discrimination retaliation for opposing unlawful acts or otherwise regulating employment or claims related to employment pursuant to which Employee may have rights or claims. These include, without limitation, Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Americans with Disabilities Act of 1990; the National Labor Relations Act, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Civil Rights Act of 1991; the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Notification Act of 1988; 42 U.S.C. §1981; the Sarbanes-Oxley Act of 2002; Kansas Act Against Discrimination: Kan. Stat. §§ 44-1001 to 44-1044; Kansas Age Discrimination in Employment Act (KADEA): Kan. Stat. §§ 44-1111 to 44-1121; Discrimination Against Military Personnel Act: Kan. Stat. § 44-1125, and federal, state, and local human rights, fair employment, and other laws. Employee also understands there are other statutes and laws of contract and tort otherwise relating to their employment.

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Employee intends to waive and release any rights he may have under these and other laws, and under laws of contract and tort, but he does not intend to nor is he waiving any rights or claims that may arise under the ADEA after the date that Employee signs this AGREEMENT.

In exchange for Employee's receipt of the termination benefit, on behalf of the Employee, his heirs, and personal representatives, Employee releases and discharges the CITY from any and all charges, claims, and actions arising out of his employment or the termination of his employment with the CITY, except a charge, claim, or action based upon rights or claims that may arise under the ADEA after the date that Employee signs this AGREEMENT.

Employee agrees not to talk about, write about, or otherwise publicize the terms or existence of this AGREEMENT or any fact concerning its negotiation, execution, or implementation at any time, except with an attorney or advisor of Employee. Employee will not testify or give evidence in any forum concerning his employment or termination of employment with the CITY unless required by law or requested to do so in writing by an authorized official of the CITY. Employee acknowledges that this agreement is subject to KORA.

Employee and CITY both agree that at no time will either party disparage or denigrate the other party, orally or in writing.

Employee represents and agrees that they have not filed any lawsuits or arbitrations against the CITY, or filed or caused to be filed any charges or complaints against the CITY, with any municipal, state, or federal agency charged with the enforcement of any law. Pursuant to and as a part of Employee's release and discharge of the CITY, as set forth herein, with the sole exception of Employee's right to bring a proceeding pursuant to the Older Workers Benefit Protection Act to challenge the validity of Employee's release of claims pursuant to the Age Discrimination in Employment Act ("ADEA"), Employee agrees, not inconsistent with EEOC Enforcement Guidance On Non-Waivable Employee Rights Under EEOC Enforced Statutes dated April 11, 1997, and to the fullest extent permitted by law, not to sue or file a charge, complaint, grievance, or demand for arbitration against the CITY in any forum or assist or otherwise participate willingly or voluntarily in any claim, arbitration, suit, action, investigation, or other proceeding of any kind that relates to any matter that involves the CITY, and that occurred up to and including the date of your execution of this AGREEMENT, unless required to do so by court order, subpoena, or other directive by a court, administrative agency, arbitration panel, or legislative body, or unless required to enforce this AGREEMENT.

To the extent any such action may be brought by a third party, Employee expressly waives any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action. Nothing in the foregoing paragraph shall prevent Employee (or their attorneys) from (i) commencing an action or proceeding to enforce this AGREEMENT or (ii) exercising Employee's right under the Older Workers Benefit Protection Act of 1990 to challenge the validity of Employee's waiver of ADEA claims set forth in paragraph 11 of this AGREEMENT.

This AGREEMENT constitutes the entire agreement between the CITY and Employee, and supersedes and cancels all prior and contemporaneous written and oral agreements, if any, between the CITY and Employee. Employee affirms that, in entering into this AGREEMENT,

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Employee is not relying upon any oral or written promise or statement made by anyone at any time on behalf of the CITY.

This AGREEMENT is binding upon Employee and their successors, assigns, heirs, executors, administrators, and legal representatives.

This AGREEMENT shall be deemed to have been made within the County of Cowley, State of Kansas, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Kansas and before the Courts of the State of Kansas in the County of Cowley. Employee hereby consents to the jurisdiction of such courts for the enforcement of this AGREEMENT and waives trial by jury.

If one or more provisions or terms of this AGREEMENT shall be ruled void or unenforceable, the CITY may elect to enforce the remainder of this AGREEMENT, or cancel it and get back from Employee, his successors, or assigns or otherwise any consideration paid.

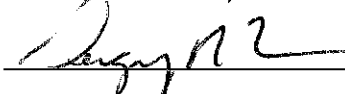
Employee understands that, by entering into this AGREEMENT, they do not waive rights or claims that may arise after the date of execution of this AGREEMENT, including without limitation any rights or claims that Employee may have to secure enforcement of the terms and conditions of this AGREEMENT.

Employee is hereby advised to consult with an attorney prior to executing this AGREEMENT. Employee acknowledges he was informed that he had at least 45 days in which to review and consider this AGREEMENT, to review the information as required by the ADEA, a copy of such information being attached to and made part of this AGREEMENT, and to consult with an attorney regarding the terms and effect of this AGREEMENT.

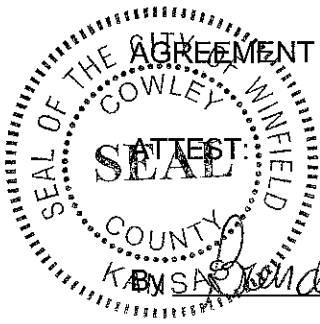
Employee was given a copy of this AGREEMENT on October 1, 2018. I have had an opportunity to consult an attorney before signing it and was given a period of at least 45 days, or until November 15, 2018, to consider this AGREEMENT. Employee acknowledges that in signing this AGREEMENT, they have relied only on the promises written in this AGREEMENT and not on any other promise made by the CITY. Employee has seven days to revoke this AGREEMENT after he signs it. This AGREEMENT will not become effective or enforceable until seven days after the CITY has received a signed copy of this AGREEMENT. This AGREEMENT may not be modified or changed orally.

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

CITY OF WINFIELD, KANSAS

By  _____

Greg Thompson, Mayor



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Brenda Peters, City Clerk

I have read this AGREEMENT AND GENERAL RELEASE and I understand all of its terms. I enter into and sign this AGREEMENT AND GENERAL RELEASE knowingly and voluntarily, with full knowledge of what it means.

EMPLOYEE

By: _____

Jeremy Willmoth