

## SEPARATION AGREEMENT AND RELEASE AND WAIVER OF ALL CLAIMS

This Separation Agreement and Release and Waiver of All Claims is entered into between the City of Grand Rapids (hereafter "City") and Daniel Swenson (hereafter "Swenson").

### RECITALS

1. WHEREAS, Swenson has been employed by the City as an Assistant Community Development Director.
2. WHEREAS, Swenson has expressed an interest in voluntarily resigning from employment with the City.
3. WHEREAS, the parties wish to resolve all potential issues through this Agreement in the interest of avoiding a potential litigation costs and further disputes, which would be expensive and time consuming, that may in any way arise out of Swenson's employment with the City and his resignation from employment with the City.

### AGREEMENT

1. Resignation from Employment. Swenson shall irrevocably resign from employment with the City effective May 13, 2025. Except as otherwise provided in this Agreement, all benefits and privileges end as of that date.
2. Consideration. In full settlement of all claims and potential claims, as set forth in the Release and Waiver of All Claims attached hereto as Exhibit A, arising out of and related to Swenson's employment and resignation from employment, the City shall pay and Swenson shall accept the following:
  - a. Lump Sum Payment. The City shall pay and Swenson shall accept a payment in the amount of \$52,450.33 (representing six months' salary).
  - b. Health Insurance. The City will make its normal monthly insurance contribution toward Swenson's health insurance premium in the group medical insurance benefit Swenson participated in as of June 1, 2025 through November 30, 2025. The City's payments will be made directly to the group health insurance carrier. The City will notify its COBRA administrator that Swenson's continuation period shall begin on December 1, 2025.
  - c. Flexible Time Off (FTO). Upon separation from City employment, a severance payment computed at Swenson's current salary rate shall be made for accrued and unused FTO. The accrued and unused FTO balance shall be paid in cash at Swenson's regular rate of pay in effect at the time of separation, subject to state and federal taxes.

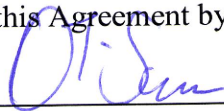
Swenson agrees the City does not owe him anything in addition to the considerations above. The payments referenced above shall be subject to normal state and federal withholdings, the payment of Medicare taxes by both the City and Swenson and other regular deductions.

These payments are made without the City's opinions or advice on taxability under the Internal Revenue Code or any state law or Swenson's eligibility for PERA. Swenson agrees the City does not owe him anything in addition to the payments outlined above. The payments referenced above shall be direct deposited into Swenson's account after the expiration of the rescission period as outlined in paragraph D Release and Waiver of All Claims attached hereto as Exhibit A.

3. Non-Admission. Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission of liability by Swenson or the City and its present and former City Council members, elected officials, employees or agents that they have violated any policy, contract, state, federal or local statute or ordinance, administrative regulation or principle of common law, or that they have engaged in any wrongdoing whatsoever, the same being expressly denied.
4. Entire Agreement. This Agreement contains the entire agreement between the City and Swenson with respect to the subject matter hereof, and there are no promises, undertakings or understandings outside of this Agreement. This Agreement supersedes all prior or contemporaneous discussions, negotiations and agreements, whether written or oral.
5. Voluntary and Knowing Action. Swenson represents and agrees that (a) he has had the opportunity to be represented by legal counsel; (b) he has read this Separation Agreement and Release and Waiver of All Claims and fully understands the terms and conditions contained herein; (c) he relies solely upon his own judgment regarding the proper, complete and agreed upon consideration for, and language of, this Agreement; (d) he has not been influenced to sign this Separation Agreement and Release and Waiver of All Claims by any statements or representations of the City, its attorneys or agents not contained in this Separation Agreement and Release and Waiver of All Claims; and (e) he enters into this Separation Agreement and Release and Waiver of All Claims knowingly and voluntarily.
6. Enforceable Contract. This Agreement will be construed, enforced and governed by the laws of the State of Minnesota and the laws of the United States. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.
7. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

Dated: 5/06/2025

  
\_\_\_\_\_  
Daniel Swenson

**CITY OF GRAND RAPIDS**

Dated: \_\_\_\_\_

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**RELEASE AND WAIVER OF ALL CLAIMS  
EXHIBIT A**

A. Definitions. All words used in the Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in the release have the following meanings:

1. "City," as used in the Release and Waiver of All Claims, will at all times mean the City of Grand Rapids, Minnesota and its present and former City Council members, elected officials, employees, agents, assigns, insurers, representatives, counsel, predecessors, successors, and other affiliates, of any of them, in both their individual and official capacities.
2. "Swenson," as used in the Release and Waiver of All Claims, means Daniel Swenson, or anyone who has or obtains any legal rights or claims through him, including without limitation, assigns, successors, representatives, executors, and heirs.
3. "Employee's Claims," as used in the Release and Waiver of All Claims, mean any rights Daniel Swenson has now or hereinafter to any relief of any kind from the City whether or not Swenson knows now about those rights, arising out of or related to his employment with the City and his separation from employment including, without limitation, the following:
  - a. Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and
  - b. Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973, the ADA Amendments Act ("ADAA"), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act ("ADEA"), the Equal Pay Act ("EPA"), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act ("FLSA"), the Family and Medical Leave Act ("FMLA"), Section 1983 claims, the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers' Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, claims for continued health insurance coverage under Minn. Stat. § 299A.465, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and

- c. Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, punitive damages, attorney's fees, costs and expenses, interest, and claims of injunctive relief.

B. Agreement to Release Claims. In exchange for the promises of the City contained in the Agreement and the payments of the City and other valuable consideration as set forth in paragraph 2 of this Agreement, Swenson releases all of Employee's Claims against the City that he now has, whether or not he knows about them. Swenson agrees that the City does not owe him anything in addition to the promises of the City contained in the Agreement.

Swenson will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the City based upon Employee's Claims except as permitted by law, and if the law permits Swenson to commence such a proceeding, Swenson agrees that he may not seek or recover any monetary damages or other relief as a result of any such proceeding.

Swenson fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the City related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys' fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to Swenson's employment with and separation from the City arising in law or equity, whether known, suspected, or unknown, and however originating or existing which Swenson now has, or which Swenson at any time heretofore had or had a claim to have, against the City to the date of execution of this Release.

If in the future Swenson asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the City in the amount determined by a court of competent jurisdiction.

C. Consideration Period. Swenson understands that he has twenty-one (21) calendar days from the date he receives the Agreement, not counting the day upon which he receives it, to consider whether or not he wishes to sign the document and release his claims as set forth above. Swenson agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. Swenson acknowledges that if he signs the Release before the end of the twenty-one (21) day period, it is because he has decided that he has already had sufficient time to decide whether to release all of his claims.

D. Right to Rescind.

1. Swenson has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act, by informing the City of his intent to revoke this Agreement within fifteen (15) calendar days following Swenson's execution of it. To be effective, such written notice must be in writing and delivered either by hand or by mail within the required period.



If sent by mail, the rescission must be (1) postmarked within the fifteen (15) day period; (2) properly addressed to Tom Pagel, City of Grand Rapids, City Administrator, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and (3) sent by certified mail, return receipt requested.

2. Swenson likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the federal Age Discrimination in Employment Act, by informing the City of his intent to rescind the Agreement within seven (7) calendar days following her execution of the Agreement. To be effective, such written notice must be in writing and delivered either by hand or by mail within the required period. If sent by mail, the rescission must be (1) postmarked within the seven (7) day period; (2) properly addressed to Tom Pagel, City of Grand Rapids, City Administrator, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and (3) sent by certified mail, return receipt requested; and (3) sent by certified mail, return receipt requested.
3. It is understood that the City shall have no obligation whatsoever under the Agreement in the event of such rescission by Swenson, and the Agreement shall not become effective or enforceable until this rescission period has expired. Swenson agrees that if he exercises any right of rescission, the City may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the City opts to nullify the entire Agreement, neither Swenson nor the City will have any rights or obligations whatsoever under this Agreement, with the exception that Swenson will be obligated to repay the City for any amounts paid by the City pursuant to this Agreement. Any rescission, however, does not affect Swenson's separation from employment.

E. If, in the future, Swenson asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the City in the amount determined by a court of competent jurisdiction.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Daniel Swenson