

**RESOLUTION NO. 2026-149**

**A RESOLUTION ACCEPTING RESIGNATION OF CITY  
ADMINISTRATOR AND APPROVING RESIGNATION  
AGREEMENT AND RELEASE**

**WHEREAS**, City Administrator Matthew Brooke has tendered his resignation in writing effective March 24, 2026, Exhibit A; and.

**WHEREAS**, the City Council and Administrator Brooke have reached certain agreements, which are set forth in a Resignation Agreement and Release, Exhibit B.

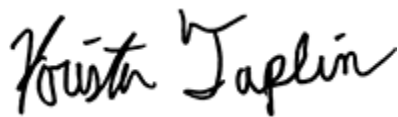
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA**, that Matthew Brooke's resignation, Exhibit A, is accepted by the City Council, Further, the Resignation Agreement and Release, Exhibit B, is approved. The Mayor is authorized to sign the same and the Clerk is directed to file said documents in accordance with law and standing policy.

This resolution is adopted by the City of Clinton and approved by the Mayor this 13 day of March 2026



\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Clerk

March 13, 2026

Mayor Maddasion  
City Council Members  
City of Clinton, Iowa

Dear Mayor Maddasion and Members of the City Council,

Please accept this letter as my formal resignation from the position of City Administrator for the City of Clinton, effective March 24, 2026, the effective date specified in the approved separation agreement.

This decision follows mutual discussions and is consistent with the terms outlined in that agreement. My priority throughout this process has been to support a smooth transition and ensure uninterrupted continuity of City operations, staff functions, and services to the community.

It has been an honor to serve the City of Clinton for more than nine years. During that time, the organization has advanced substantial initiatives in infrastructure, economic development, financial management, public safety, and organizational improvements. These accomplishments were made possible through the professionalism and dedication of City staff, department leaders, and community partners.

In accordance with the agreement, I will remain available to assist with any transition-related needs to support the City during this period. Please let me know how I can be of help. Thank you for the opportunity to serve the residents of Clinton.

Sincerely,

A handwritten signature in black ink that reads "Matt Brooke". The signature is written in a cursive, flowing style.

Matt Brooke  
City Administrator

## **RESIGNATION AND RELEASE AGREEMENT**

This Resignation and Release Agreement is made between the City of Clinton, Iowa ("the City") and Matthew Brooke ("Brooke"). The following memorializes Brooke's voluntary resignation and the terms of the same.

### **RECITALS**

A. Brooke was appointed by the City as City Administrator pursuant to an Employment Agreement.

B. Pursuant to his Employment Agreement, the City's policies and Iowa law, Brooke has no right to any consideration in the event of his voluntary resignation, except under the specific terms of his Employment Agreement. However, since a majority of the City Council has requested Brooke's resignation, which requires the City honor the terms of Paragraph 4A of Brooke's Employment Agreement, the City Council agrees the "without cause" terms of Paragraph 4A apply.

C. Brooke has tendered his resignation at the Council's request, which the Council has accepted.

D. In consideration for promises made herein, and execution of this Resignation and Release Agreement by the City, Brooke will resign, effective March 24, 2026 at 11:59 PM. Brooke shall be paid in the ordinary course through and including that date. Brooke will work in good faith and observe all requirements of the position, following all rules, laws and regulations applicable to him during his period of continued employment. Brooke agrees to brief any successor and City staff on the status of all ongoing City projects he is handling.

In consideration of the mutual covenants and promises contained in this document, the parties agree as follows:

#### **1. CONDITIONS FOR RESIGNATION.**

In consideration for Brooke executing this Resignation and Release Agreement, Brooke will receive the following consideration:

- a. Formal documentation shall reflect that Brooke resigned from employment.
- b. The City and Brooke mutually agree to refrain from any public statement concerning this matter, except as mutually agreed between Brooke and the City, and the parties shall treat the matter as confidential, except as otherwise required under Iowa Code Chapter 22. The City will not take any

action or make any statement inconsistent with Brooke having voluntarily resigned. If requested, the City shall state that Brooke resigned and shall provide only dates of employment, but that any employer may seek references from individual employees and elected officials outside the course and scope of their duties as City officials, and not as representatives of the City.

- c. Neither party shall publicly or privately disparage the other either to the public, private parties or to City staff.
- d. Brooke will receive severance pay as stated in Paragraph 4A of his Employment Agreement, as well as a payout of his accrued vacation in accordance with standing City practice for a person holding his position.
- e. Brooke agrees he is resigning voluntarily, at the request of the City Council, but to the extent it may be applicable, Brooke waives all removal requirements of Iowa Code Chapter 372.15 relative to the due process afforded appointed officials.

## 2. RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE.

With full knowledge of the mutual promises and good and valuable consideration offered by the City contained in this Resignation and Release Agreement, Brooke, his heirs, executors and assigns, hereby release, acquit and forever discharge the City, the City's agents, individual elected officials, directors, officers, employees, and representatives, and all persons acting by, through, under or in concert with any of the foregoing<sup>1</sup>, from any and all claims, demands and causes of action, of every nature whatsoever, including, but not limited to, all claims set forth herein, and including but not limited to any claim of lack of due process, discrimination on the basis of race, sex, religion, marital status, sexual orientation, national origin, handicap or disability, retaliation, age, veteran status, special disabled veteran status, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Family and Medical Leave Act ("FMLA"), the FLSA, Iowa Code Section 91A, citizenship status or any category protected by law; any claim based on a statutory prohibition or requirement; any claim arising out of or related to an express or implied employment contract, any contract affecting terms and conditions of employment, or a covenant of good faith and fair dealing; any tort claims; any personal gain with respect to any claim arising under the qui tam provisions of the False Claims Act, 31 U.S.C. 3730, and any claims to attorney fees

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<sup>1</sup> All further references to the City at any point in this document shall mean also the City's elected officials, agents, directors, officers, employees, and representatives, and all persons acting by, through, under or in concert with any of the foregoing.

or expenses, and any other claims under federal, state or local laws that might be available to Brooke now or in the future, or other claims, acts, causes, matters, or things that could have been made, including but not limited to any claims for unpaid expenses, liquidated damages, incentive compensation, back pay, front pay, compensatory damages, punitive damages, medical costs, attorney's fees, disability leave, fringe benefits, vacation pay, bonuses, and other employment benefits and compensation, including but not limited to any alleged payments to his 401(k) plan and health care plan (but is not releasing any claims to vested benefits), and expenses and costs which Brooke or his attorney may have incurred in connection with any of the above claims, based upon or in any way related to his employment by the City, the resignation at issue, the City's failure to rehire him, and any other management decision, work assignment, or other employment action pertaining to Brooke arising out of or relating in any way to Brooke's employment relationship with the City, and any other pending charges or complaints with any agency as of the date of Brooke's signing of this document.

Brooke further agrees never to sue the City or cause the City to be sued regarding any matter within the scope of the above release (but does not include any action for breach of this release). If Brooke violates this release by suing the City or causing the City to be sued, Brooke agrees to reimburse the City any amounts paid and to also pay all costs and expenses of defending against the suit incurred by the City, including reasonable attorneys' fees, except to the extent that paying such costs and expenses is prohibited by law or would result in the invalidation of the foregoing release.

This Release applies only to claims or rights that Brooke may have as of the date this Resignation and Release Agreement is executed. This Release does not waive any rights or claims of Brooke that may arise after the date this Resignation and Release Agreement is executed.

3. ENTIRE AGREEMENT.

This Resignation and Release Agreement contains the entire understanding between Brooke and the City, and may not be changed orally but only by written agreement signed by all parties. The parties further expressly agree that this Resignation and Release Agreement constitutes a single integrated contract expressing the entire agreement of the parties.

4. NONADMISSION.

This Resignation and Release Agreement is not and shall not in any way be construed as an admission by the City, or any other person covered by the Resignation and Release Agreement, of any acts of discrimination or wrongdoing whatsoever against Brooke, that the City or any other person violated any federal, state or local law, or that Brooke's treatment by the City or any other person was unwarranted, unjustified, discriminatory or otherwise unlawful. The

City specifically disclaims that it engaged in any discrimination against Brooke or any other person. Brooke is not a prevailing party for purposes of any anti-discrimination law.

5. WAIVER OF CERTAIN RIGHTS UNDER ADEA and OWBPA.

In consideration of the compensation provided by Employer under this Release, Brooke waives any claims he has or may have under the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, and any successor thereto, or any similar law. Brooke waives no rights or claims under the ADEA, OWBPA or ERISA that may arise after this Release. Brooke is encouraged to consult an attorney.

6. REVOCAION PERIOD.

Unless expressly waived by Brooke in writing, Brooke shall have twenty-one (21) days to review and consider this Release. Unless expressly waived by Brooke in writing, Brooke shall have a further seven (7) days to revoke this Release after signature. Pay and benefits due under this agreement shall not commence unless and until the time periods in this paragraph have elapsed, or Brooke has waived operation of this paragraph as outlined above.

7. BINDING EFFECT.

This Resignation and Release Agreement is binding on Brooke's heirs and personal representatives and on the successors and assigns of the City.

8. GOVERNING LAW.

This Resignation and Release Agreement shall be interpreted under the laws of the state of Iowa.

9. SEVERABILITY.

If any term or provision of this Resignation and Release Agreement is held invalid or unenforceable, the remaining terms and provisions shall not be affected.

**I HAVE READ THIS AGREEMENT AND RELEASE AND UNDERSTAND ITS TERMS. I SIGN IT FREELY AND VOLUNTARILY.**

CITY OF CLINTON, IOWA

By:   
Scott Maddasion, Mayor


3/13/24  
Date

ATTEST

By:   
Krista Taplin, City Clerk

3/13/26  
Date

MATT BROOKE

By:   
Matt Brooke

3.13.2026  
Date