Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, November 18, 2026, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, MI 49601.

TENTATIVE AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. ADDITIONS/DELETIONS TO THE AGENDA

E. APPROVAL OF THE AGENDA

F. EMPLOYEE RECOGNITION

G. PRESENTATION AND REPORTS

H. PUBLIC COMMENT

Designated for topics on the agenda only.

I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

1. Approval of the November 04, 2026, Regular Meeting Minutes 1

J. AGENDA ITEMS

1. Termination of CASA Leases *(Executive 11/10/2026)*.....4
2. Settlement Agreement – Lawrence Vs. LMSA 10
3. Year End Budget Adjustments

K. ADMINISTRATOR'S REPORT

L. CORRESPONDENCE

M. PUBLIC COMMENT

Open for any public comments.

N. LIAISON REPORT

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator's office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, November 4, 2026

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Aaron Sogge, Jason Nelson, Mark Nyman, Sandy Bengelink, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan and Brian Potter.

Absent- *None.*

Pledge of Allegiance.

Additions/Deletions to the Agenda-
Add. J.7. Old Computer Monitors – Register of Deeds

Approval of the Agenda
MOTION by Comm Theobald, seconded by Comm Bengelink to approve the agenda, as amended.

All in Favor.

Employee Recognition-
Pam Losinski was present to receive her award for 5 years of service with the County.

Presentation and Reports- *None.*

Public Comment- *None*

Consent Agenda
1. Approval of the October 21, 2026, Regular Meeting Minutes
2. Appointment to the Wexford Missaukee Community Corrections Advisory Board
3. Approval of Extending 911 Committee Members to 3 years
4. Reappointment of 911 Committee Members

MOTION by Comm Theobald, seconded by Comm Nyman to approve the Consent Agenda.

All in Favor.

Agenda Items
1. Budget Amendment-WCSO
   MOTION by Comm Nyman, seconded by Comm Bengelink to approve the Budget Amendment for the Wexford County Sheriff's Office in the amount of $27,109.60.

   Roll Call: Motion passed 9-0.

DRAFT

2. Motorola Solutions Purchase Order-WCSO
   MOTION by Comm Bengelink, seconded by Comm Sogge to approve the quote from Motorola Solutions for equipment for the Wexford County Sheriff's Office in the amount of $27,109.60.

   Roll Call: Motion passed 9-0.

3. 2025 National Criminal History Improvement Program Grant Contract-WCSO
   MOTION by Comm Baughan, seconded by Comm Potter to approve the 2025 National Criminal History Improvement Program Grant Contract between the Michigan Department of State Police and the Wexford County Sheriff's Office for the term of July 1, 2026, through June 30, 2029, in the amount of $10,035, with a required local match and authorize the Jail Administrator to sign on behalf of the County.

   Roll Call: Motion passed 9-0.

4. Purchase Order for New ID Networks Palm Scanner-WCSO
   MOTION by Comm Theobald, seconded by Comm Sogge to approve the quote for a new ID Networks Palm Scanner for the Wexford County Sheriff's Office in the amount of $10,035 and authorize the chairman to sign on behalf of the County.

   Roll Call: Motion passed 9-0.

5. Enterprise Invoice Maintenance and Lease Charges
   MOTION by Comm Nelson, seconded by Comm Nyman to approve the Enterprise invoice maintenance and lease charges for the Veterans, Dispatch, Maintenance, Building Department, Equalization and Emergency Management departments in the amount of $14,751.02.

   Administrator Porterfield explained that this would typically go to Finance, however, there were a few questions, so he brought it to the full Board.

   Roll Call: Motion passed 9-0.

6. Waiver of Conflict Agreement
   MOTION by Comm Nelson, seconded by Comm Baughan to approve the Waiver of Conflict and Consent to Representation from County Counsel Regarding Shipyard Solar, LLC Project and authorize the board Chairman to sign on behalf of the County.

DRAFT

Administrator Porterfield explained that our attorney is also Grand Traverse County. We do not know if we will get involved with Shipyard Solar, but it could happen. Mr. Porterfield wanted to make sure our attorney could represent both of us.

Roll Call: Motion passed 9-0.

7. Old Computer Monitors-Register of Deeds
   MOTION by Comm Baughan, seconded by Comm Bengelink to waive the requirements of Policy D-8.0 Disposal of Excess County Property and authorize the sale of old computer monitors from the Register of Deeds Office to any interested individuals on a first-come, first-served basis in the amount of $10 per monitor.

   When the Register of Deeds Office updated their computers, they also upgraded the monitors. There was some interest in them, but we can't give them away.

   Roll Call: Motion passed unanimously.

Administrator's Report-
Administrator Porterfield is working at finalizing the budget. Jami was able to enter in the insurance numbers, that came back better than expected.

Correspondence- *None.*

Public Comments- *None*

Liaison Reports-
Comm Nyman attended a CMH meeting. They will be meeting with the Adminstrators in the counties to gather information.

Board Comments- *None.*

Chairman's Comments-
Chair Taylor thanked everyone for attending.

Adjourn
MOTION by Comm Theobald, seconded by Comm Bengelink to adjourn at 4:09 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

Mutual Termination Agreement

Regarding Recreational Property Lease

This Mutual Termination Agreement ("Mutual Termination Agreement") is entered into this _____ day of _____, 2026, by and between **Cadillac Area Public Schools** ("Landlord") and **Wexford County** ("Tenant").

WHEREAS, the parties entered into a Lease of Recreational Property executed by Landlord on January 5, 2005 for recreational space located on the corner of 13th Street and Plett Road in the Township of Haring, County of Wexford (the "Recreational Property Lease"); and

WHEREAS, the Recreational Property Lease term extended for a period of 20 years and, by operation of paragraph 4 of the Recreational Property Lease continued on a month-to-month basis thereafter; and

WHEREAS, the Parties wish to mutually terminate the Recreational Property Lease pursuant to the terms of the lease and the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Recreational Property Lease Termination Date and Surrender Of The Leased Premises.** Landlord and Tenant mutually agree that the Recreational Property Lease shall terminate effective as of January 1st, 2026 (the "Termination Date"). The Tenant shall surrender possession of the leased premises to the Landlord including all improvements, alterations, additions, and fixtures installed or constructed by Tenant as of the Termination Date

As provided for in paragraph 2 of the Recreational Property Lease, the parties agree that as of the Termination Date the Recreational Property Lease shall be deemed terminated in its entirety, and neither party shall have any further duty, obligation, or liability to the other under or arising out of the Recreational Property Lease or the Development Project Agreement. The parties expressly acknowledge and agree that this Mutual Termination Agreement is intended to affect the complete and final termination of the Recreational Property Lease agreement and a full settlement of their respective rights and obligations thereunder.

2. **Landlord Acceptance of Tenant Improvements and Condition of Premises.** Landlord acknowledges and agrees that all surrendered improvements, alterations, additions, and fixtures installed or constructed by Tenant in or upon the leased premises are accepted by Landlord in their existing "AS IS", "where is," and "with all faults and defects" condition and basis, regardless of how such faults and defects were caused or created as of the Termination Date. Landlord acknowledges and agrees that Tenant has not made, does not make, and expressly disclaims any warranties, representations,

covenants, or guarantees, either express or implied, whether arising by operation of law or otherwise, regarding the nature, quality or condition of the leased premises or any and all Tenant installed improvements, alternations, additions and fixtures. Landlord accepts the leased premises and Tenant installed improvements, alternations, additions and fixtures in their existing condition and releases Tenant from any further claims or liabilities relating to the installation, existence, condition, or maintenance of such improvements, alterations, additions, and fixtures.

Landlord has inspected the leased premises, and Landlord waives any legal requirement that Tenant remove any such surrendered improvements, alterations, additions, or fixtures or to restore the leased premises to any prior condition. Tenant shall have no further obligation or liability for the condition of such improvements, alternations, additions and fixtures to the leased premises, or for any costs associated with their removal, repair, replacement, or restoration.

3. **Mutual Release.** Effective as of the Termination Date, Landlord and Tenant, on behalf of itself and its respective successors and assigns, hereby fully and forever release, acquit, and discharge the other party and its respective successors, assigns, representatives, and agents from any and all claims, demands, causes of action, debts, liabilities, damages, costs, and obligations of every kind, whether known or unknown, suspected or unsuspected, arising out of or relating to the Recreational Property Lease or the occupancy or use of the leased premises through the Termination Date. Neither party shall have any further claim against the other arising out of or relating to the Recreational Property Lease.

4. **Entire Agreement.** This Mutual Termination Agreement constitutes the complete agreement between the parties concerning the termination of the Recreational Property Lease.

IN WITNESS WHEREOF, the parties have executed this Mutual Termination Agreement as of the date first written above.

CADILLAC AREA PUBLIC SCHOOLS

_____ Date: _____
Dr. Elizabeth Rzepka, President

_____ Date: _____
Jennifer Brown, Superintendent

WEXFORD COUNTY

_____ Date: _____

Gary Taylor, Board of Commissioners Chairperson

Mutual Termination Agreement

Regarding Recreational Property Lease

This Mutual Termination Agreement ("Mutual Termination Agreement") is entered into this _____ day of _____, 2026, by and between **Cadillac Area Public Schools** ("Landlord") and **Wexford County** ("Tenant").

WHEREAS, the parties entered into a Lease of Recreational Property executed by Landlord on November 7th, 2000 for recreational space located on the corner of 13th Street and Plett Road in the Township of Haring, County of Wexford (the "Recreational Property Lease"); and

WHEREAS, the Recreational Property Lease term extended for a period of 25 years and, by operation of paragraph 4 of the Recreational Property Lease continued on a month-to-month basis thereafter; and

WHEREAS, the Parties wish to mutually terminate the Recreational Property Lease pursuant to the terms of the lease and the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Recreational Property Lease Termination Date and Surrender Of The Leased Premises.** Landlord and Tenant mutually agree that the Recreational Property Lease shall terminate effective as of January 1st, 2026 (the "Termination Date"). The Tenant shall surrender possession of the leased premises to the Landlord including all improvements, alterations, additions, and fixtures installed or constructed by Tenant as of the Termination Date

As provided for in paragraph 2 of the Recreational Property Lease, the parties agree that as of the Termination Date the Recreational Property Lease shall be deemed terminated in its entirety, and neither party shall have any further duty, obligation, or liability to the other under or arising out of the Recreational Property Lease or the Development Project Agreement. The parties expressly acknowledge and agree that this Mutual Termination Agreement is intended to affect the complete and final termination of the Recreational Property Lease agreement and a full settlement of their respective rights and obligations thereunder.

2. **Landlord Acceptance of Tenant Improvements and Condition of Premises.** Landlord acknowledges and agrees that all surrendered improvements, alterations, additions, and fixtures installed or constructed by Tenant in or upon the leased premises are accepted by Landlord in their existing "AS IS", "where is," and "with all faults and defects" condition and basis, regardless of how such faults and defects were caused or created as of the Termination Date. Landlord acknowledges and agrees that Tenant has not made, does not make, and expressly disclaims any warranties, representations,

covenants, or guarantees, either express or implied, whether arising by operation of law or otherwise, regarding the nature, quality or condition of the leased premises or any and all Tenant installed improvements, alternations, additions and fixtures. Landlord accepts the leased premises and Tenant installed improvements, alternations, additions and fixtures in their existing condition and releases Tenant from any further claims or liabilities relating to the installation, existence, condition, or maintenance of such improvements, alterations, additions, and fixtures.

Landlord has inspected the leased premises, and Landlord waives any legal requirement that Tenant remove any such surrendered improvements, alterations, additions, or fixtures or to restore the leased premises to any prior condition. Tenant shall have no further obligation or liability for the condition of such improvements, alternations, additions and fixtures to the leased premises, or for any costs associated with their removal, repair, replacement, or restoration.

3. **Mutual Release.** Effective as of the Termination Date, Landlord and Tenant, on behalf of itself and its respective successors and assigns, hereby fully and forever release, acquit, and discharge the other party and its respective successors, assigns, representatives, and agents from any and all claims, demands, causes of action, debts, liabilities, damages, costs, and obligations of every kind, whether known or unknown, suspected or unsuspected, arising out of or relating to the Recreational Property Lease or the occupancy or use of the leased premises through the Termination Date. Neither party shall have any further claim against the other arising out of or relating to the Recreational Property Lease.

4. **Entire Agreement.** This Mutual Termination Agreement constitutes the complete agreement between the parties concerning the termination of the Recreational Property Lease.

IN WITNESS WHEREOF, the parties have executed this Mutual Termination Agreement as of the date first written above.

CADILLAC AREA PUBLIC SCHOOLS

_____ Date: _____
Dr. Elizabeth Rzepka, President

_____ Date: _____
Jennifer Brown, Superintendent

WEXFORD COUNTY

_____ Date: _____

Gary Taylor, Board of Commissioners Chairperson

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter **"Agreement"**) is made and entered into effective _____, 2026 (hereinafter **"Effective Date"**) by and between Rick and Christine Lawrence, the Lake Mitchell Sewer Authority, and Wexford County each as is more fully defined in the Definitions section below.

DEFINITIONS

For purposes of this **Agreement**, the following terms shall have the meanings set forth below. Additional terms are defined in the preamble above and in the **Recitals** that follow.

A. "Plaintiffs" means **Rick Lawrence** and **Christine Lawrence**, including but not limited to, each and all of their heirs, beneficiaries, representatives, agents, attorneys, predecessors, successors, and assigns.

B. "Defendant" means **Lake Mitchell Sewer Authority**, including but not limited to, its agents, attorneys, officers, employees, servants, insurers (including U.S. Specialty Insurance Company and Michigan Township Participating Plan), representatives, council members, board members, trustees, divisions, departments, courts, related municipalities or authorities, or successor municipalities or authorities, heirs, successors or assigns.

C. "Third Party Defendant" means **Wexford County**, including but not limited to, its agents, attorneys, officers, employees, servants, insurers, representatives, council members, board members, trustees, divisions, departments, courts, related municipalities or authorities, or successor municipalities or authorities, heirs, successors or assigns.

D. "Parties" means **Plaintiffs**, **Defendant**, and **Third Party Defendant**.

E. "Persons" means all natural persons and/or individuals, and all entities of every description, including, but not limited to, any municipal corporation, corporation, limited liability company, partnership, association, joint venture, company, business, or organization having a separate identification recognized in law or in fact.

RECITALS

WHEREAS, Plaintiffs allege that the Lake Mitchell Sewer Authority maintained a sewer force main on or under **Plaintiffs** real property located at 687 E. Lake Mitchell Drive, Cadillac, Wexford County, Michigan without a valid easement or property interest. **Plaintiffs** filed suit against **Defendant** seeking to quiet title to the property and asserting claims for trespass and takings under the Michigan Constitution, Article X, § 2. Thereafter, **Defendant** filed a third-party complaint against **Third Party Defendant** asserting that **Third Party Defendant**, as **Defendant's** predecessor in interest for the subject sewer system breached the agreement between **Defendant** and **Third Party Defendant**, and also asserted claims for implied and common law indemnification. These claims will be collectively referred to hereinafter as "the **Occurrence"**. **Plaintiffs** principal suit and the third-party complaint are pending before the Wexford County

Circuit Court, entitled *Rick Lawrence and Christine Lawrence v. Lake Mitchell Sewer Authority // Lake Mitchell Sewer Authority v. Wexford County*, Case No. 25-31873-CH (hereinafter "the **Lawsuit**").

WHEREAS, Defendant and **Third Party Defendant** denied and continue to deny, any and all substantive allegations, claims and/or causes of action asserted against them in the **Lawsuit**;

WHEREAS, the **Parties** have agreed to settle the **Lawsuit;**

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged upon receipt, the following is hereby covenanted and agreed to by the **Parties**:

1. AGREEMENT IN COMPROMISE OF A DISPUTED CLAIM

A. **Defendant** agrees that it will relocate the force main off of **Plaintiffs'** property at 687 E. Lake Mitchell Drive, to be relocated within the now-existing right of way for E. Lake Mitchell Drive (the "**Relocation Work**"). The **Relocation Work** also consists of obtaining all necessary permits from the Michigan Department of Environment, Great Lakes, and Energy and completing all necessary engineering work.
B. The **Parties** agree that they will make the follow monetary contributions to the cost of the **Relocation Work**:
    i. $47,500 from **Plaintiffs;**
    ii. $107,500 from **Defendant** and its insurance carrier;
    iii. $60,000 from **Third Party Defendant**
C. To the extent the cost of the **Relocation Work** exceeds the total of $215,000, **Defendant** shall be responsible for the payment of any cost overruns.
D. The **Parties** will make all monetary contributions as required by Section 1(B) of this **Agreement** within thirty (30) days of full execution of this **Agreement**. The **Parties** agree that the monetary contributions will be held in the general account **Defendant** to be distributed for payment to the various contractors and professionals for the completion of the **Relocation Work**.
E. **Defendant** will work diligently to obtain all necessary permits to complete the **Relocation Work**. The parties agree that there is inherent uncertainty regarding when government-issued permits will be obtained and contractor availability confirmed to complete the **Relocation Work**. The **Parties** agree that they will cooperate in good faith and work diligently together to ensure the **Relocation Work** is completed by June 30, 2027.
F. **Defendant** will waive **Plaintiffs'** connection fee to the Lake Mitchell Sewer Authority sewer system.

In return for the agreements contained in this Paragraph, **Defendant** and **Third Party Defendant** shall receive releases in regard thereto as more fully stated in Paragraphs 2 below.

2. RELEASE

In return for the agreement with the terms set forth in paragraph 1 above, and for other good and valuable consideration, the receipt and sufficiency of which **Plaintiffs** hereby acknowledges, **Plaintiffs** hereby fully, finally and forever release, remise, relinquish and discharge **Defendant** and its insurer of and from any and all claims, demands, disputes, promises, agreements, obligations, duties and responsibilities based upon, arising out of, or in any way, directly or indirectly, relating to the **Occurrence**, and from any and all past, present and future, known or unknown, foreseen or unforeseen, asserted or unasserted, claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, lawsuits, liabilities, losses, injuries, and/or damages of any kind whatsoever, whether compensatory, consequential, statutory, or punitive, including, but not limited to, interest, attorneys' or other professional fees, costs, and expenses, whether based on contract, quasi-contract, statute, tort or any other theory in law or equity, which **Plaintiffs** ever had, now have, can, shall, or may ever have against **Defendant** based upon, arising out of, or in any way, directly and/or indirectly, relating to the **Occurrence**, and any and all claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, lawsuits, liabilities, losses, injuries, and/or damages, as well as any other state or federal statute or state or federal constitutional claim, any claim based in tort or contract or for costs or for attorneys' fees, including attorneys' fees that may have been available under 42 U.S.C. § 1988, MCL 37.2801, MCL 15.364, MCL 15.271 or any other statute, court rule, or regulation, and all other claims and grievances that were or could have been asserted in the **Lawsuit.**

In return for the agreement with the terms set forth in paragraph 1 above, and for other good and valuable consideration, the receipt and sufficiency of which **Defendant** hereby acknowledges, **Defendant** hereby fully, finally and forever releases, remises, relinquishes and discharges **Third Party Defendant** of and from any and all claims, demands, disputes, promises, agreements, obligations, duties and responsibilities based upon, arising out of, or in any way, directly or indirectly, relating to the **Occurrence**, and from any and all past, present and future, known or unknown, foreseen or unforeseen, asserted or unasserted, claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, lawsuits, liabilities, losses, injuries, and/or damages of any kind whatsoever, whether compensatory, consequential, statutory, or punitive, including, but not limited to, interest, attorneys' or other professional fees, costs, and expenses, whether based on contract, quasi-contract, statute, tort or any other theory in law or equity, which **Defendant** ever had, now has, can, shall, or may ever have against **Third Party Defendant** based upon, arising out of, or in any way, directly and/or indirectly, relating to the **Occurrence**, and any and all claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, lawsuits, liabilities, losses, injuries, and/or damages that were or could have been asserted in the **Lawsuit.**

3. COMPREHENSIVE NATURE OF RELEASE

It is the intent of the **Parties** to this **Agreement** that **Defendant** will have no further liability, duty, obligation, or responsibility whatsoever to **Plaintiffs** and that **Third Party Defendant** will have no further liability, duty, obligation, or responsibility whatsoever to **Defendant** arising out of the **Occurrence**, and any and all claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, lawsuits, liabilities, losses, injuries, and/or damages that were or could have been asserted in the **Lawsuit**.

4. SUBSEQUENT DISCOVERY OF DIFFERENT OR ADDITIONAL FACTS

The **Parties** hereto also expressly acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the **Occurrence** and/or the claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, lawsuits, liabilities, losses, injuries, and/or damages which are the subject of the release set forth in paragraph 2 herein, and the **Parties** agree that this **Agreement** shall be and remain in effect in all respects as a complete and general release as to all such matters and that such matters are expressly released notwithstanding discovery of any different or additional facts.

5. FULLY BINDING AGREEMENT

This **Agreement**, including, but not limited to, the release set forth in paragraph 2 herein, is and shall be a full, final and complete settlement among and between the **Parties** and shall be binding upon and inure to the benefit of each of the **Parties** and each and all of their respective owners, partners, parents, subsidiaries, business units, divisions, affiliates, shareholders, officers, directors, employees, representatives, agents, attorneys, predecessors, successors and assigns.

6. DISMISSAL OF THE LAWSUIT WITH PREJUDICE

It is further understood and agreed that, upon completion of the **Relocation Work**, **Plaintiffs** will dismiss the claims made against **Defendant** and **Defendant** will dismiss the claims made against **Third Party Defendant** in the matter of *Rick Lawrence and Christine Lawrence v. Lake Mitchell Sewer Authority // Lake Mitchell Sewer Authority v. Wexford County*, Case No. 25-31873-CH pending in the Wexford County Circuit Court by entry of an Order For Dismissal with prejudice and without costs and that this Order For Dismissal with prejudice and without costs shall bar any future action against **Defendant** and **Third Party Defendant** which refers to the allegations set forth in the **Lawsuit**.

7. NO ADMISSION OF LIABILITY

The **Parties** understand and agree that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission of liability by **Defendant** and **Third Party Defendant** and the **Parties** further acknowledge that this settlement in no way constitutes an admission or determination on the underlying allegations in the **Lawsuit**. To the contrary, **Defendant** and **Third Party Defendant** maintain that all of their actions relating to this claim were proper, prudent, and lawful, and the sole purpose of this settlement is to resolve a disputed claim.

8. MERGER AND INTEGRATION

This **Agreement** sets forth and contains the entire, integrated agreement and understanding of the **Parties** hereto, and supersedes and merges any and all prior or contemporaneous agreements, understandings, promises, representations, or statements relating to the subject matter hereof.

9. NO ADDITIONAL PROMISES OR AGREEMENTS

The **Parties** expressly acknowledge and agree that no promises, agreements, representations, or statements, whether oral or written, have been made or relied upon by any party hereto as consideration for this **Agreement**, except those expressly set forth in this **Agreement**. In addition, the **Parties** agree that the signing of this **Agreement** has not been induced by any representative of the **Parties** hereto, or by anyone on their behalf, concerning the nature, extent or duration of any claimed losses, injuries, and/or damages sustained, or any other matter.

10. NO MODIFICATION

This **Agreement** may not be altered, amended, or modified at all, except by a writing duly signed by the party against whom the alteration, amendment, or modification is to be charged.

11. DRAFTING OF THE AGREEMENT

The **Parties** hereto expressly acknowledge and agree that this **Agreement** is the jointly-drafted product of arms-length negotiations. In addition, the **Parties** have relied upon and received the benefit of advice and assistance of competent legal counsel of their own selection who have participated in the drafting of this **Agreement**. Accordingly, the language contained within and comprising the substance of this **Agreement** shall not be presumptively construed either in favor of or against any party on the ground that it drafted the **Agreement**, or based on the status of any party as an insurance company.

12. AGREEMENT IS SEVERABLE AND SEPARABLE

The **Parties** hereto acknowledge and agree that if any provision of this **Agreement**, or any portion of any provision of this **Agreement**, is declared null and void or unenforceable by any court or tribunal having jurisdiction, then such provision or such portion of such provision shall be deemed severable and separable from the remainder of the **Agreement** and shall not invalidate or render unenforceable the remainder of the **Agreement**. Provided, however, that the provisions set forth in paragraphs 1, 2, 3 and 6 hereof are of the essence of this **Agreement**, and any such declaration impairing substantially those provisions shall render the entire **Agreement** null and void. With respect to any other provision or any portion thereof that is severed under the terms herein, the **Parties** agree to replace any such severed provision or portion thereof with the closest equivalent language allowable by law.

13. TERMS ARE CONTRACTUAL

The terms of this **Agreement** are contractual and not a mere recital.

14. REPRESENTATION BY COUNSEL

The **Parties** expressly acknowledge, represent and warrant that each enters into this **Agreement** after receiving legal advice from competent legal counsel, which counsel have

explained the terms of this **Agreement**, and that each party hereto has fully read, understands and knowingly and voluntarily accepts all of the terms of this **Agreement**.

15. PERSONS EXECUTING AGREEMENT ARE AUTHORIZED

Each **Party** hereto represents and warrants that, as part of the consideration for this **Agreement**, the persons executing this **Agreement** are legally competent and fully authorized to execute the **Agreement** for and on behalf of their respective **Party** and each all of their respective owners, partners, parents, subsidiaries, business units, divisions, affiliates, shareholders, officers, directors, employees, representatives, agents, attorneys, predecessors, successors and assigns.

16. EXECUTION IN COUNTERPARTS

The **Parties** agree that this **Agreement** may be executed in counterparts and that, when combined, the signed counterparts shall constitute a fully binding document on all **Parties** hereto, and together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, **Plaintiffs** have executed this **Agreement** as of the date(s) set forth below.

Signed, sealed, and delivered the _____ day of _____, 2026.

Witness: _____ _____
RICK LAWRENCE

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared RICK LAWRENCE, to me known to be the person named herein and who executed the foregoing Release and Settlement Agreement and acknowledged to me that he voluntarily executed the same.

_____ Notary Public

_____ County, Michigan.

My Commission Expires: _____

Witness: _____ _____
CHRISTINE LAWRENCE

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared CHRISTINE LAWRENCE, to me known to be the person named herein and who executed the foregoing Release and Settlement Agreement and acknowledged to me that she voluntarily executed the same.

_____ Notary Public

_____ County, Michigan.

My Commission Expires: _____

IN WITNESS WHEREOF, **Defendant**, by and through its duly authorized representative, have executed this Agreement as of the date(s) set forth below.

Lake Mitchell Sewer Authority

By: _____
Dave Kuyers
Its: Board President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared DAVE KUYERS, to me known to be the person named herein and who executed the foregoing Release and Settlement Agreement and acknowledged to me that she voluntarily executed the same.

_____ Notary Public

_____ County, Michigan.

My Commission Expires: _____

IN WITNESS WHEREOF, **Defendant**, by and through its duly authorized representative, have executed this Agreement as of the date(s) set forth below.

Wexford County

By: _____

_____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2026, before me personally appeared _____, to me known to be the person named herein and who executed the foregoing Release and Settlement Agreement and acknowledged to me that she voluntarily executed the same.

_____ Notary Public

_____ County, Michigan.

My Commission Expires: _____