



Regular Commission Meeting AGENDA

Monday, March 16, 2026 @ 10:00AM

Kalamazoo Lake Sewer & Water Authority Offices

6449 Old Allegan Road, Saugatuck MI 49453

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Approval of Agenda**
- 4) **Public Comments**

The Commission requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Authority Commission.

5) Consent Agenda

Consent Agendas are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered separately.

a. Bills and Review of Invoices

1. February Check Details
2. February Statement of Revenue and Expenses

b. Approval of Minutes

1. February 4, 2026
2. February 16, 2026

c. Reports

1. Operations Report
2. Historical Use Report – N/A due to no February billing
3. Community Base Fee Report – N/A due to no February billing

d. Correspondence

1. N/A

Individuals with disabilities requiring auxiliary aids or services can contact KLSWA for reasonable accommodations. If you require accommodations, please contact KLSWA as soon as practically possible prior to the meeting in writing or by calling as some accommodations may require 48-hours to provide.



Kalamazoo Lake
Sewer & Water Authority

6) Reports

- a. Manager's Report

7) New Business

- a. Election of Officers

8) Old Business

- a. VanDyke Separation Agreement
- b. Union Update
- c. Discussion on Authority/Water Advisory Committee status

9) Commissioner Comments

10) Adjourn

03/05/2026

CHECK REGISTER FOR KALAMAZOO LAKE SEWER & WATER AUTHORITY
CHECK DATE FROM 02/01/2026 - 02/28/2026

Check Date	Check	Vendor Name	Description	Amount
Bank SEWCK GENERAL CHECKING				
02/03/2026	1054(E)	PRIORITY HEALTH	GROUP HEALTH INSURANCE	9,392.24
02/04/2026	1048(E)	COMCAST BUSINESS	COMCAST	1,360.76
02/04/2026	1049(E)	COMCAST BUSINESS	COMCAST	681.70
02/04/2026	1050(E)	EXTEND YOUR REACH	BILL PRINT	2,000.00
02/04/2026	1051(E)	MENARDS	SUPPLIES	1,539.07
02/04/2026	1055(E)	SEMCO ENERGY	CLEARBROOK	165.66
02/04/2026	1056(E)	SEMCO ENERGY	BLUE STAR HWY	27.96
02/04/2026	1057(E)	SEMCO ENERGY	6449 OLD ALLEGAN	655.93
02/05/2026	33862	BADGER METER INC	MOBILE HOSTING SERVICE	327.63
02/05/2026	33863	CRYSTAL FLASH	GAS FLEET FUEL	575.95
02/05/2026	33864	HAVILAND	BLEACH	1,343.10
02/05/2026	33865	HOLLAND BPW	JANUARY BACTI	480.00
02/05/2026	33866	OVERISEL LUMBER	SUPPLIES	31.96
02/05/2026	33867	PRINTING SYSTEMS	CHECKS	269.71
02/05/2026	33868	TOP GRADE AGGREGATES LLC	SAND	214.55
02/05/2026	33869	TOTAL ENERGY SYSTEMS INC	REPLACE BATTERY	359.55
02/05/2026	33870	TOTAL ENERGY SYSTEMS INC	REPAIR/MAINTENANCE	1,430.00
02/05/2026	33871	UPS	POSTAGE	25.00
02/05/2026	33872	USA BLUE BOOK	SUPPLIES	2,844.88
02/05/2026	33873	VANDENBERG WEB CREATIVE LLC	WEBSITE HOSTING	85.00
02/05/2026	33874	VESTIS	RUGS AND UNIFORMS	438.38
02/12/2026	33875	AQUA-FINE	LAB H2O	25.80
02/12/2026	33876	CRYSTAL FLASH	GAS FLEET FUEL	934.02
02/12/2026	33877	EGLTECH, INC	IT SERVICES	2,290.80
02/12/2026	33878	FLEIS & VANDENBRINK	PROFESSIONAL SERVICES	1,800.00
02/12/2026	33879	PITNEY BOWES PURCHASE POWER	POSTAGE METER REFILL	43.34
02/12/2026	33880	PITNEY BOWES PURCHASE POWER	POSTAGE METER REFILL	43.34
02/12/2026	33881	TRANE	HEAT EXCHANGERS	9,249.07
02/12/2026	33882	WALSH MUNICIPAL SERVICES LLC	RECRUITING	4,000.00
02/12/2026	33883	WEBB CHEMICAL SERVICE CORP	FERRIC	10,018.18
02/12/2026	33884	XYLEM DEWATERING SOLUTIONS INC	LS1P3 RENTAL	4,561.15
02/13/2026	1052(E)	PAYCHEX	PAYROLL PD 2-13	33,379.55
02/20/2026	1053(E)	COMCAST BUSINESS	FEB 2026 INTERNET SERVICE	506.41
02/23/2026	1058(E)	ALERUS FINANCIAL	MERS DEF CONTRIBUTION	4,370.99
02/24/2026	1059(E)	ALERUS FINANCIAL	MERS DEF CONTRIBUTION	0.00 V
02/24/2026	1060(E)	MERS	DB PENSION	11,485.45
02/24/2026	1061(E)	ALERUS FINANCIAL	MERS DEF CONTRIBUTION	784.15
02/26/2026	33902	ALS ENVIRONMENTAL	WATER ANALYSIS	122.60
02/26/2026	33903	ALS ENVIRONMENTAL	WATER ANALYSIS	163.10
02/26/2026	33904	AQUA-FINE	LAB H2O	25.80
02/26/2026	33905	EXTEND YOUR REACH	PRINTING	1,054.73
02/26/2026	33906	FLEIS & VANDENBRINK	PROJECT 842733	1,430.75
02/26/2026	33907	MENARDS	SUPPLIES	1,525.75
02/26/2026	33908	USA BLUE BOOK	SUPPLIES	1,621.37
02/26/2026	33909	USA BLUE BOOK	SUPPLIES	56.85
02/26/2026	33910	VESTIS	RUGS AND UNIFORMS	543.29
02/26/2026	33911	VISION SERVICE PLAN	GRP VISION INS	174.81
02/27/2026	1062(E)	PAYCHEX	PAYROLL PAID 2-27-26	93,247.13
02/28/2026	33885	IHLE AUTO PARTS	BATTERY SWITCH	46.65
02/28/2026	33886	IHLE AUTO PARTS	AIR FILTER FOR 2021 CHEVY	33.73
02/28/2026	33887	IHLE AUTO PARTS	BATTERY	312.84
02/28/2026	33888	IHLE AUTO PARTS	REAR TURN SIGNAL 2019 CHEVY	50.09
02/28/2026	33889	PITNEY BOWES INC	RED INK CARTRIDGE	182.58
02/28/2026	33890	PITNEY BOWES GLOBAL FINANCIAL SRVCS	MAIL EQUIP RENTAL	165.54
02/28/2026	33891	SAUGATUCK DOUGLAS HISTORICAL	REIMBURSEMENT	3,555.07
02/28/2026	33892	THRYV	YELLOW PAGES LISTING, JAN 2026	50.15
02/28/2026	33893	TRANE	BOILER GAS VALVE REPLACEMENT	1,030.00
02/28/2026	33894	UPS	02/23/2026 POSTAGE	25.00
02/28/2026	33895	USA BLUE BOOK	SUPPLIES	56.85
02/28/2026	33896	VERIZON WIRELESS	WIRELESS PHONE SERVICE	773.12
02/28/2026	33897	VESTIS	RUGS AND UNIFORMS	438.38
02/28/2026	33898	VESTIS	RUGS AND UNIFORMS	543.29

02/28/2026	33899	VREDEVELD HAEFNER LLC	JAN ACCOUNTING SERVICES	542.50
02/28/2026	33900	WILLIAMS & WORKS	ENGINEERING PLAN REVIEW WESTSHORE, SINGA	534.00
02/28/2026	33901	WOLVERINE POWER SYSTEMS	GENERATOR BLOCK HEATER PARTS	<u>1,029.58</u>

SEWCK TOTALS:

(1 Check Voided)				
Total of 64 Disbursements:				<u>217,076.83</u>

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
AS OF FEBRUARY 28, 2026

	MTD 02/01/26 02/28/26	YTD 03/01/25 02/28/26	FY25 BUDGET 03/01/25 02/28/26	AVAILABLE BALANCE Actual vs. Budget	% budget used
CONSOLIDATED REVENUES					
613.000	Commodity	(3,549.23)	1,290,555.11	1,269,399.81	(21,155.30) 101.67%
614.000	Base	450.40	1,939,094.11	2,233,872.00	294,777.89 86.80%
628.000	Meter Install	(215.00)	10,725.00	20,000.00	9,275.00 53.63%
630.000	On/Off Fee	-	13,180.00	13,000.00	(180.00) 101.38%
651.000	Bank Fee	-	160.00	200.00	40.00 80.00%
657.000	Penalty	2,915.86	38,305.77	22,500.00	(15,805.77) 170.25%
665.000	Interest	19,243.44	127,138.23	150,000.00	22,861.77 84.76%
667.000	Equip Rental	-	1,150.00	1,000.00	(150.00) 115.00%
670.000	Misc. Income	178.10	19,406.23	5,000.00	(14,406.23) 388.12%
TOTAL CONSOLIDATED REVENUES		\$ 19,023.57	\$ 3,439,714.45	\$ 3,714,971.81	\$ 275,257.36 92.59%
CONSOLIDATED EXPENDITURES					
702.000	Wages	109,842.44	761,251.72	929,926.30	168,674.58 81.86%
702.400	OC/OT	12,746.48	137,611.05	128,728.32	(8,882.73) 106.90%
715.000	Benefits	27,647.64	295,654.81	346,388.89	50,734.08 85.35%
727.000	Education/Training	(185.00)	7,967.62	12,000.00	4,032.38 66.40%
728.000	Occupational Medical	-	1,838.28	2,000.00	161.72 91.91%
729.000	Membership/Subscriptions	-	3,725.87	3,600.00	(125.87) 103.50%
730.000	Miss Dig	-	7,077.24	5,600.00	(1,477.24) 126.38%
731.000	Office	8,037.61	81,439.38	80,457.00	(982.38) 101.22%
731.100	Bank Fee	221.31	(2,479.44)	1,000.00	3,479.44 -247.94%
731.200	IT	2,375.80	35,894.72	39,850.00	3,955.28 90.07%
732.000	Safety Equip	-	5,243.64	8,000.00	2,756.36 65.55%
733.000	Lab Equip/Supply	51.60	8,488.14	33,800.00	25,311.86 25.11%
734.000	Mailing	484.80	2,794.34	2,100.00	(694.34) 133.06%
745.000	Chemicals	10,018.18	86,994.92	143,047.50	56,052.58 60.82%
760.000	Uniforms/Rugs	1,963.34	24,867.71	22,000.00	(2,867.71) 113.04%
761.000	Meters	-	48,187.20	44,000.00	(4,187.20) 109.52%
770.000	Goods/Equip	6,580.97	71,183.74	50,000.00	(21,183.74) 142.37%
801.000	Audit/Accounting	542.50	37,293.95	45,300.00	8,006.05 82.33%
802.000	Authority	500.00	4,300.00	3,750.00	(550.00) 114.67%
803.000	Legal	-	81,476.47	50,000.00	(31,476.47) 162.95%
804.000	Engineering	3,764.75	86,620.85	101,500.00	14,879.15 85.34%
807.000	Lab Services	765.70	35,207.16	38,800.00	3,592.84 90.74%
850.000	Telecomm	3,321.99	22,293.68	26,500.00	4,206.32 84.13%
860.000	Mileage	-	-	500.00	500.00 0.00%
861.000	Fuel	1,509.97	24,931.01	40,000.00	15,068.99 62.33%
920.000	Natural Gas	1,931.78	7,799.15	7,890.00	90.85 98.85%
921.000	Electric	-	290,342.83	285,472.34	(4,870.49) 101.71%
929.000	Collection/Distribution	214.55	72,520.84	155,000.00	82,479.16 46.79%
930.000	Equip Maintenance	17,659.35	183,240.69	140,000.00	(43,240.69) 130.89%
931.000	Building Maintenance	358.75	30,516.63	7,000.00	(23,516.63) 435.95%
932.000	Fleet Maintenance	-	8,588.05	20,000.00	11,411.95 42.94%
934.000	Repair/Replace	-	62,424.47	555,000.00	492,575.53 11.25%
959.000	Regulatory Fees	-	6,415.00	7,100.00	685.00 90.35%
965.000	Authority Insurance	-	46,414.00	46,434.00	20.00 99.96%
TOTAL CONSOLIDATED EXPENDITURES		\$ 210,354.51	\$ 2,578,125.72	\$ 3,382,744.35	\$ 804,618.63 76.21%
NET OF CONSOLIDATED REVENUES & EXPENDITURES		\$ (191,330.94)	\$ 861,588.73	\$ 332,227.46	\$ (529,361.27) n/a

Note: Unaudited Financial Statement. For internal use only.
3/5/2026

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
STATEMENT OF REVENUES AND EXPENSES-SEWER
AS OF FEBRUARY 28, 2026

SEWER	MTD	YTD	FY25 BUDGET	AVAILABLE BALANCE	% budget used
	02/01/26 02/28/26	03/01/25 02/28/26	03/01/25 02/28/26	Actual vs. Budget	
CONSOLIDATED REVENUES					
613.000 Commodity	(2,028.14)	538,014.22	557,237.14	19,222.92	96.55%
614.000 Base	237.10	951,277.45	1,104,480.00	153,202.55	86.13%
651.000 Bank Fee	-	160.00	80.00	(80.00)	200.00%
657.000 Penalty	1,072.44	14,812.23	9,000.00	(5,812.23)	164.58%
658.120 Debt Service - Lift Service	-	-	-	-	n/a
658.120 Debt Service - Treatment	-	-	-	-	n/a
665.000 Interest	10,950.40	74,282.33	60,000.00	(14,282.33)	123.80%
667.000 Equip Rental	-	-	-	-	n/a
670.000 Misc. Income	-	9,436.43	2,000.00	(7,436.43)	471.82%
TOTAL CONSOLIDATED REVENUES	\$ 10,231.80	\$ 1,587,982.66	\$ 1,732,797.14	\$ 144,814.48	91.64%
CONSOLIDATED EXPENDITURES					
702.000 Wages	43,936.98	304,542.68	371,970.52	67,427.84	81.87%
702.400 OC/OT	5,098.59	55,044.40	51,491.33	(3,553.07)	106.90%
715.000 Benefits	11,058.89	119,209.46	138,555.56	19,346.10	86.04%
727.000 Education/Training	(92.50)	3,968.05	4,800.00	831.95	82.67%
728.000 Occupational Medical	-	735.31	800.00	64.69	91.91%
729.000 Membership/Subscriptions	-	541.96	1,800.00	1,258.04	30.11%
730.000 Miss Dig	-	3,538.62	2,240.00	(1,298.62)	157.97%
731.000 Office	3,699.65	44,545.74	32,182.80	(12,362.94)	138.41%
731.100 Bank Fee	302.83	3,976.68	500.00	(3,476.68)	795.34%
731.200 IT	950.32	14,357.91	15,940.00	1,582.09	90.07%
732.000 Safety Equip	-	2,097.46	3,200.00	1,102.54	65.55%
733.000 Lab Equip/Supply	51.60	5,620.40	24,050.00	18,429.60	23.37%
734.000 Mailing	193.93	1,117.75	840.00	(277.75)	133.07%
745.000 Chemicals	2,003.64	49,628.31	112,849.50	63,221.19	43.98%
760.000 Uniforms/Rugs	1,963.34	24,867.71	8,800.00	(16,067.71)	282.59%
770.000 Goods/Equip	2,632.39	19,853.59	20,000.00	146.41	99.27%
801.000 Audit/Accounting	217.00	14,917.58	18,120.00	3,202.42	82.33%
802.000 Authority	250.00	2,150.00	1,875.00	(275.00)	114.67%
803.000 Legal	-	32,590.09	25,000.00	(7,590.09)	130.36%
804.000 Engineering	1,644.35	43,346.09	57,500.00	14,153.91	75.38%
807.000 Lab Services	285.70	19,314.56	15,800.00	(3,514.56)	122.24%
850.000 Telecomm	1,328.79	8,917.49	14,900.00	5,982.51	59.85%
860.000 Mileage	-	-	200.00	200.00	0.00%
861.000 Fuel	452.99	7,581.58	12,000.00	4,418.42	63.18%
920.000 Natural Gas	772.70	3,119.62	3,156.00	36.38	98.85%
921.000 Electric	-	158,200.51	155,372.69	(2,827.82)	101.82%
929.000 Collection/Distribution	214.55	41,995.67	85,000.00	43,004.33	49.41%
930.000 Equip Maintenance	10,418.18	137,859.86	50,000.00	(87,859.86)	275.72%
931.000 Building Maintenance	143.50	11,737.46	2,800.00	(8,937.46)	419.20%
932.000 Fleet Maintenance	-	3,612.60	8,000.00	4,387.40	45.16%
934.000 Repair/Replace	-	53,675.77	140,000.00	86,324.23	38.34%
959.000 Regulatory Fees	-	3,885.00	5,700.00	1,815.00	68.16%
965.000 Authority Insurance	-	18,565.60	18,573.60	8.00	99.96%
TOTAL CONSOLIDATED EXPENDITURES	\$ 87,527.42	\$ 1,215,116.01	\$ 1,404,017.00	\$ 188,900.99	86.55%
NET OF CONSOLIDATED REVENUES & EXPENDITURES	\$ (77,295.62)	\$ 372,866.65	\$ 328,780.14	\$ (44,086.51)	n/a

Note: Unaudited Financial Statement. For internal use only.
3/5/2026

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
STATEMENT OF REVENUES AND EXPENSES-WATER
AS OF FEBRUARY 28, 2026

WATER	MTD		YTD	FY25 BUDGET	AVAILABLE BALANCE	% budget used
	02/01/26	02/28/26	03/01/25	03/01/25	Actual vs. Budget	
CONSOLIDATED REVENUES						
613.000	Commodity	(1,521.09)	752,540.89	712,162.67	(40,378.22)	105.67%
614.000	Base	213.30	987,816.66	1,129,392.00	141,575.34	87.46%
628.000	Meter Install	(215.00)	10,725.00	20,000.00	9,275.00	53.63%
630.000	On/Off Fee	-	13,180.00	13,000.00	(180.00)	101.38%
651.000	Bank Fee	-	-	120.00	120.00	0.00%
657.000	Penalty	1,843.42	23,493.54	13,500.00	(9,993.54)	174.03%
665.000	Interest	8,293.04	52,855.90	90,000.00	37,144.10	58.73%
667.000	Equip Rental	-	1,150.00	1,000.00	(150.00)	115.00%
670.000	Misc. Income	178.10	9,969.80	3,000.00	(6,969.80)	332.33%
TOTAL CONSOLIDATED REVENUES		\$ 8,791.77	\$ 1,851,731.79	\$ 1,982,174.67	\$ 130,442.88	93.42%
CONSOLIDATED EXPENDITURES						
702.000	Wages	65,905.46	456,709.04	557,955.78	101,246.74	81.85%
702.400	OC/OT	7,647.89	82,566.65	77,236.99	(5,329.66)	106.90%
715.000	Benefits	16,588.75	176,445.35	207,833.33	31,387.98	84.90%
727.000	Education/Training	(92.50)	3,999.57	7,200.00	3,200.43	55.55%
728.000	Occupational Medical	-	1,102.97	1,200.00	97.03	91.91%
729.000	Membership/Subscriptions	-	3,183.91	1,800.00	(1,383.91)	176.88%
730.000	Miss Dlg	-	3,538.62	3,360.00	(178.62)	105.32%
731.000	Office	4,337.96	36,893.64	48,274.20	11,380.56	76.43%
731.100	Bank Fee	(81.52)	(6,456.12)	500.00	6,956.12	-1291.22%
731.200	IT	1,425.48	21,536.81	23,910.00	2,373.19	90.07%
732.000	Safety Equip	-	3,146.18	4,800.00	1,653.82	65.55%
733.000	Lab Equip/Supply	-	2,867.74	9,750.00	6,882.26	29.41%
734.000	Mailing	290.87	1,676.59	1,260.00	(416.59)	133.06%
745.000	Chemicals	8,014.54	37,366.61	30,198.00	(7,168.61)	123.74%
760.000	Uniforms/Rugs	-	-	13,200.00	13,200.00	0.00%
761.000	Meters	-	48,187.20	44,000.00	(4,187.20)	109.52%
770.000	Goods/Equip	3,948.58	51,330.15	30,000.00	(21,330.15)	171.10%
801.000	Audit/Accounting	325.50	22,376.37	27,180.00	4,803.63	82.33%
802.000	Authority	250.00	2,150.00	1,875.00	(275.00)	114.67%
803.000	Legal	-	48,885.88	25,000.00	(23,885.88)	195.54%
804.000	Engineering	2,120.40	43,274.76	44,000.00	725.24	98.35%
807.000	Lab Services	480.00	15,892.60	23,000.00	7,107.40	69.10%
850.000	Telecomm	1,993.20	13,376.19	11,600.00	(1,776.19)	115.31%
860.000	Mileage	-	-	300.00	300.00	0.00%
861.000	Fuel	1,056.98	17,349.43	28,000.00	10,650.57	61.96%
920.000	Natural Gas	1,159.08	4,679.53	4,734.00	54.47	98.85%
921.000	Electric	-	132,142.32	130,099.65	(2,042.67)	101.57%
929.000	Collection/Distribution	-	30,525.17	70,000.00	39,474.83	43.61%
930.000	Equip Maintenance	7,241.17	45,380.83	90,000.00	44,619.17	50.42%
931.000	Building Maintenance	215.25	18,779.17	4,200.00	(14,579.17)	447.12%
932.000	Fleet Maintenance	-	4,975.45	12,000.00	7,024.55	41.46%
934.000	Repair/Replace	-	8,748.70	415,000.00	406,251.30	2.11%
959.000	Regulatory Fees	-	2,530.00	1,400.00	(1,130.00)	180.71%
965.000	Authority Insurance	-	27,848.40	27,860.40	12.00	99.96%
TOTAL CONSOLIDATED EXPENDITURES		\$ 122,827.09	\$ 1,363,009.71	\$ 1,978,727.35	\$ 615,717.64	68.88%
NET OF CONSOLIDATED REVENUES & EXPENDITURES		\$ (114,035.32)	\$ 488,722.08	\$ 3,447.32	\$ (485,274.76)	n/a

Note: Unaudited Financial Statement. For Internal use only.
3/5/2026

Kalamazoo Lake Sewer and Water Authority



Minutes
Special Public Meeting
Wednesday, Wednesday, February 4, 2026, 8:00 AM
KLSWA WWTP 6449 Old Allegan Road Saugatuck, MI 49453

1. **Call to Order:** Chairman Clark 8:01 AM
2. **Roll Call:**
 1. Present: Commissioners Clark, DeFranco, Freeman, Johnson, Ludwick
 2. KLSWA: Interim Administrator Fink,
3. **Approval of Agenda:**
 1. Motion to approve the Agenda by DeFranco. Seconded by Ludwick. Motion carries unanimously by voice vote.
 2. Commissioner Johnson notes that the Minutes of the December 15, 2025, meeting need several corrections.
 - i. Motion by Johnson that the December 15, 2025, Minutes are pulled from the Consent Agenda and be moved to Item 6: New Business, and that the amended Agenda be approved. Motion seconded by Freeman, Motion carries unanimously by voice vote.
4. **Public Comments:** None
5. **Consent Agenda:**
 1. Motion to approve the Consent Agenda, as amended, by Johnson, seconded by Ludwick, Motion carries unanimously by voice vote.
6. **New Business:**
 1. Commissioner Johnson identifies a number of corrections to be made to the December 15, 2025, Minutes. Corrections are noted and will be made by Interim Administrator Fink.
 - i. Motion by Johnson to make corrections to the December 15, 2025, Minutes as noted. Seconded by DeFranco. Motion carries unanimously by voice vote.
7. **Old Business:**
 1. Administrator Hiring Update and Board Contract Approval –
 - i. Chair Clark indicates that he has spoken with the candidate, Bob Miller, and Miller has signed the Employment Agreement, pending Board Approval. Commissioner Johnson points out several concerns that he has which were then discussed to his satisfaction.
 - ii. Motion to approve the Administrator Employment Agreement made by DeFranco, seconded by Freeman. Motion carries unanimously by voice vote.
 2. Budget Review –
 - i. Motion by Ludwick, seconded by Freeman to Approve the FY 27 Budget as presented

Kalamazoo Lake Sewer and Water Authority



- ii. Board discussed Budget as presented and noted several areas where corrections and clean-up are needed. Interim Administrator Fink is tasked with making the corrections and bringing a clean budget to the next meeting. Budget
 1. Of particular interest is that the Budget contains no increases in Commodity Fees or Base Fees.
 - iii. Motion is withdrawn by Ludwick, second is withdrawn by Freeman. Budget, with corrections, will be placed on agenda for approval at the February 16, 2026, meeting.
3. Kaz Bajc's Retirement
- i. Chair Clark indicates that Sr. Operator Kaz Bajc has announced his retirement effective February 16, 2026, and that he is taking PTO for the next two weeks.
 - ii. Commissioner Freeman asks that an Exit Interview be conducted and Chair Clark agrees, subject to Kaz's willingness to sit for the interview.
8. Commissioner Comments:
1. DeFranco:
 - i. Recognized Kaz for his years of service.
 - ii. Asks if the Design, Build Institute of America (DBIA) contract has been approved or is still with the attorney.
 - iii. Asks if the contract with Bendzinski Consulting, for their work as KLSWA Registered Municipal Advisor for the State Revolving Fund loan/bond has been approved and if work has commenced?
 2. Johnson:
 - i. Reminded Interim Administrator Fink that all Agenda/Packets need to be posted to the website, as do all Meeting Minutes. The website needs to be brought up to date.
 - ii. Asked DeFranco if the Township's improvements to River Bluff Park will be impeded by future need to replace the plant's effluent line. Per DeFranco it is not an issue.
 3. Ludwick:
 - i. Thanked Clark and Fink for their support in getting the draft budget together.
 4. Freeman:
 - i. Echoed Ludwick's thanks of Clark and Fink for the budget.
 - ii. Thanked the Board for getting the new Administrator hired.
 5. Clark:
 - i. Thanked the KLSWA Operations Team for its continued hard work, particularly in the current bad weather.
 - ii. Said he will work with Kaz to provide a transition plan.
 - iii. Thanked the Board for it's support and hard work during this period of extraordinary needs in many areas.
9. Adjournment – 9:26 AM
- Next Special Meeting: Friday, February 13, 2026, at 1:00 PM in conjunction with the Tri-Community Utility Committee Meeting at Douglas Municipal Complex, 415 Wiley, Douglas
 - Next Regular Meeting: Monday, February 16, 2026, 10:00 AM KLSWA WWTP

Kalamazoo Lake Sewer and Water Authority



Minutes
Regular Monthly Meeting
Monday, February 16, 2026, 10:00 AM
KLSWA WWTP 6449 Old Allegan Road Saugatuck, MI 49453

1. **Call to Order:** Chairman Clark at 10:00 AM
2. **Roll Call:**
 1. Present: Commissioners Clark, DeFranco, Freeman, Johnson, Ludwick
 2. KLSWA: Interim Administrator (IA) Fink
3. **Approval of Agenda:**
 1. Motion to approve the Agenda by Johnson. Seconded by Ludwick.
Motion carries unanimously by voice vote.
 2. Commissioner Freeman noted that the agenda that was handed out just prior to the meeting is a new agenda and is different than the agenda published on Friday, February 13, 2026.
4. **Public Comments:**
 1. KLSWA employee Joe Lamb spoke about the upcoming transition with the new Administrator coming on board soon. Lamb encouraged the Board to keep IA Fink on board and spoke of him as being "highly competent" and having "the heart of a teacher."
5. **Consent Agenda:**
 1. Motion to approve the Consent Agenda by DeFranco, Johnson, seconded by Ludwick.
 - i. IA Fink gave an overview of his manager's report.
 2. Motion carries unanimously by voice vote.
6. **New Business:**
 1. DC Coullier of Peerless Midwest Inc presented Quotes for Maintenance/Overhaul activity for the Douglas Well No. 1 Pump Overhaul, Douglas Well No. 2 Pump Overhaul and Well Rehab and Iron Removal Plant (IRP) Pump Overhaul. Total estimated cost for all three is \$128,089.
 - i. Motion to approve expense of \$128,089 by Clark, second by Ludwick
Motion carries by unanimous voice vote
 - ii. Note – this expenditure will require a budget amendment, which was postponed by Clark, until the budget review scheduled for later in the meeting.
 2. Administrator Transition
 - i. Commissioner Freeman made to following motion:
 - I move to terminate Howard Fink's employment with KLSWA effective immediately:
 - Mr. Fink will leave the premises immediately.
 - He will surrender any and all KLSWA assets including, but not limited, to laptops, computers, keys, badges, manuals, documents, data in any form, and any other material that belongs to KLSWA and/or allows him to gain access to KLSWA premises or systems.

* A denoted topic may be partially in a "Closed Session" discussion and is not required to be open to the public per Open Meetings Act. The public may be asked to leave during the "Closed Session" portion of the agenda item to discuss topic or litigation.

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- He will not contact any past, current, or future KLSWA employees.
 - Mr. Fink will be compensated at his current rate through February 28, 2026, if he agrees to the above terms and promises to remain off property in perpetuity, unless he is accompanied by at least two Commissioners.
 - He also commits to not attempt to access any KLSWA systems or data in perpetuity.
 - He agrees to not contact any past, current or future KLSWA employees in any fashion.
 - He also commits to not attempt to access any KLSWA systems or data in perpetuity. He agrees to not contact any past, current or future KLSWA employees in any fashion.
 - His final check will be mailed to his home address on file in 60 days, assuming he complies with these terms and conditions.
 - His final check will be mailed to his home address on file in 60 days, assuming he complies with these terms and conditions.
 - Failure to comply with these terms and conditions may lead to forfeiture of his final paycheck and may result in criminal prosecution.
- ii. Motion seconded by DeFranco.
- iii. Discussion followed. Clark pointed out that pay through February 28, 2026, was two weeks' severance which is appropriate.
- iv. Discussion around the "no contact" clause. No contact language will be removed. DeFranco stated that the language of the motion was consistent with the language of the "Employment Letter" created by our attorney.
3. Motion by Freeman, seconded by DeFranco to amend the motion to remove the "no contact" wording and wording regarding "remaining off property".
Motion passes by unanimous voice vote.
4. Further discussion resulted in a Motion by Freeman, second by DeFranco, to make the following amendments:
- i. Remove the phrase, "may result in criminal prosecution,"
 - ii. Add language which says, "the Board agrees to follow-up with the attorney who will be asked to create a letter with appropriate separation language,"
 - iii. At Mr. Fink's request add the phrase, "without cause" to the first paragraph. The amendments were passed by unanimous voice vote.
5. The amended motion, made by Freeman and seconded by DeFranco, was read:
- Move to terminate Howard Fink's employment with KLSWA effective immediately without cause.
 - Mr. Fink will leave the premises immediately.
 - He will surrender any and all KLSWA assets including, but not limited, to laptops, computers, keys, badges, manuals, documents, data in any form, and any other material that belongs to KLSWA and/or allows him to gain access to KLSWA premises or systems.
 - Mr. Fink will be compensated at his current rate through February 28, 2026. He also commits to not attempt to access any KLSWA systems or data in perpetuity.

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- His final check will be mailed to his home address on file in 60 days, assuming he complies with these terms and conditions.
- Failure to comply with these terms and conditions may lead to forfeiture of his final paycheck.
- The KLSWA Board the agrees to follow-up with the attorney who will be asked to create a letter with appropriate separation language.

- i. Chairman Clark called the question by voice vote, as follows:
Freeman – Yes, DeFranco – Yes, Johnson – No, Ludwick – Yes, Clark – Yes.
The motion carries.
- ii. Clark thanked Mr. Fink for his service. Mr. Fink left the property.

7. Old Business:

1. Insurance Renewal:
 - i. Health Insurance Renewal:
 1. Motion by DeFranco, seconded by Ludwick to accept Option 1: Priority HSA HMO Gold G17 as presented by Acrisure.
Motion carries by unanimous voice vote.
 - ii. Dental/Vision/Group Life/Disability Insurance Renewal:
 1. Motion by Ludwick, seconded by DeFranco, to accept the Dental (Delta Dental), Vision (VSP Vision), and Group Life/Disability Insurance (Met Life) presented by Acrisure.
Motion carries by unanimous voice vote.
2. Budget Approval:
 - i. Motion by DeFranco, seconded by Ludwick to amend the budget to include \$130,000.00 for the maintenance expenses as presented by Peerless Midwest Inc. earlier in the meeting.
Motion carries by unanimous voice vote.
 - ii. Motion by DeFranco, seconded by Ludwick to approve the FY'27 Budget, as amended.
Johnson – Yes, DeFranco – Yes, Freeman – Yes, Clark – Yes, Ludwick – Yes,
Motion carries.
3. Fiscal Year '27 New Hires:
 - i. Motion by Johnson, seconded by Ludwick, to hire, in 'FY27, one Finance Manager, two Field Operators, one Authority (Office) Administrator, one Operations Supervisor and one Operations Manager. (Note that all positions are funded in the FY '27 budget.)
Motion carries by unanimous voice vote.
4. Northern Lights Condominium Billing Issue:
 - i. Discussion - Northern Lights Condominium has a six-inch water meter, far larger than it needs. Origin/reason for the meter is unclear. Northern Lights Condominium pays a single water bill for the entire HOA. Because of the six-inch meter, its water bill is quite high.
 - ii. Motion by DeFranco, seconded by Ludwick to manually adjust the Northern Lights Condominium water bill to be billed at six-inch two-inch meter rate. Northern Lights Condominium agrees that if the meter ever needs to be replaced, it is their responsibility.

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Motion carries by unanimous voice vote.

8. Commissioner Comments:

1. Ludwick – no comments.
2. Freeman – pleased with the outcome of the IA situation. Looking forward to the new Administrator starting soon.
3. DeFranco – pleased the Board was able to address Peerless Midwest quotes, Northern Lights Condominium issue, and the budget. Good work.
4. Johnson – Thank you to Ludwick for all her work on the Budget.
5. Clark – tough meeting but handled with “reasonable dignity.” Thank you to Ludwick for collaboration on the budget. Reported that he attended the Utility Committee meeting and that Saugatuck City is committed to moving forward with the “One owner, One operator” concept discussion.

9. Adjournment – 11:40AM

Next Regular Meeting: Monday, March 16, 2026, 10:00 AM KLSWA WWTP

Respectfully submitted:

Greg Freeman
Secretary/Treasurer

Operations Report 2/13/2026 to 3/13/2026

Collections System :

- Routine monthly inspection and maintenance of lift stations reveal no issues and in proper working order except as noted .

: Lift station Ridgewood Oaks continues to be a problem , on 3 occasions 2/13 , 3/4 and 3/5 there were VFD overtemp/failure from clogged #2 pump due to bent impeller shaft . Lift station operates on one pump in these instances , requiring removal of pump 2 and partial disassembly to clear clog . Under normal operation the impeller will chew through clogs of this nature. Will continue to monitor .

- Warrantied engine replacement at Lift Station #1 completed 2/27/2026 . New engine ran for multiple heat cool down cycles , checked for leaks or any other anomalies . Everything checks out well. Generator was also load tested along with mission system communications , All passed . Temporary generator removed and LS1 is now back online and fully operational .

Distribution System :

- On 2/24/2026 there was a broken water service leak at 324 center st. Surrounding area was vacor'd out and a replacement curb stop was replaced live under pressure , shut off and filled in .

- Routine monthly Bac-T samples were collected on wells and distribution system to check for the presence of coliform bacteria . All samples passed with negative results .

- Water quality parameters were performed on in service wells and the distribution system . All results came back acceptable within normal range.

- Routine monthly inspections show no new issues with everything in proper working order , with exception of current well chemical dosing pumps losing prime failing to pump upon well start-up lowering quality of water being produced. This is an ongoing situation that continues to be monitored while plan for solution is put together .

WWTP Lab:

- Two standard low flow discharge's for cold weather were performed . One during the week of 2/17 followed by another the week of 3/3 .

- QA/QC tests ran against both discharges show our discharge and testing methods meet as well as outperform 3rd party results keeping us well within compliance and safety requirements as outlined by the state of Michigan EGLE .

- Required monthly testing of final effluent show Hexachlorobenzene below a detectable limit , and chloride/sulfate numbers at normal levels.

IRP Maintenance / Repair

- Peerless Midwest began disassembly on 2/25. They removed Both high service pumps along with motors . Well #1 motor was also removed along with Well #2 pump and motor and took to their shop for disassembly and diagnosis . Upon speaking with D.C. from Peerless on 3/6, all wear within pumps and motors appear to be normal and expected . Well 2's pump bowls from bottom of well show wear and lucky we pulled it when we did. Expect to be finished on time and under budget . Expect geologist to arrive 3/9 to camera well for inspection prior to double disk cleaning .

- Geologist camera's well 3/9 only to find that 11ft of the wells 15ft screen filled with what appears to be sand from around the well casing. After speaking with D.C. again on 3/9 , a crew is being scheduled to suck out the bottom of well at which time they're going to send the camera back down to determine why the well screen filled with sand . While options exist for a solution , Peerless won't know which way to proceed until the cause of the problem is visually verified . Looking at week of 3/16 possibly 3/23 range to get both crews in and out to verify cause . D.C. was in process of scheduling on 3/9 .

Shawn Sisson

3/13/2026



KLSWA ADMINISTRATOR'S REPORT

March 16, 2026

TO: Kalamazoo Lake Sewer & Water Authority Board Members

FROM: Robert Miller, Administrator

1. A New Opportunity

First, my gratitude is owed to the Board members of the KLSWA, local leaders, and other stakeholders who granted me the opportunity to work alongside each of them. In only my first few weeks, I've learned much about all the ways this organization has served the community well, and have really tried to focus my attention on not letting any of these past accomplishments and processes become overlooked.

Next, my thanks are also due to the KLSWA staff that, having just met me, have been nothing but supportive, helpful, and focused on the continued safe and compliant operation of the water and sewer utilities. Everyone right now is doing more, accepting more responsibility, spending more time, and working more weekends than what may have been previously asked of them under different circumstances. Everyone is positive and invested in the continued success of our organization. I look forward to growing with this team serving as the foundation.

2. Connecting with Our Partners

City of Douglas – I was invited by Douglas Manager, Lisa Nocerini, for an opportunity to meet members of the Douglas team and briefly discuss the partnership with KLSWA. I was fortunate to be able to sit down with Manager Nocerini, Councilman Balmer, Public Works Supervisor Salinas, Project Manager Pearson, P&Z Administrator Homyen, Councilwoman/KLSWA Ludwick, and Councilman/KLSWA Freeman. I look forward to working with this team

The City of Saugatuck – I was able to attend March 9 Regular Meeting of the Saugatuck City Council. I was given the opportunity to introduce myself during the meeting, and was able to briefly speak with City Manager Cummins, Mayor Anderson, Allegan County Commissioner Lubbers, and Saugatuck DPW Superintendent Herbert. On a separate occasion, I was provided with an introduction to Chief Janik, members of his team, and a very informative tour of his facility and the Saugatuck Township Fire District operation.

Fleis & VandenBrink – F&V are key partners of the KLSWA and I have been able to meet with different members of their team, onsite, on several separate occasions regarding many different projects.

I've met with F&V Engineer Steve Bishop, longtime Engineer of Record for KLSWA, regarding Capital Improvement Plans, asset management planning, and a proposed system-wide sewer capacity study.

I've met with Corey Turner, Project Manager from F&V, regarding an ongoing Clean Water State Revolving Fund application and project plan. This project, totaling over \$5M worth of capital improvements and repairs to the Authority-owned wastewater treatment assets, will be funded with a low interest Clean Water State Revolving Fund loan. At this point, we've been awarded funding, project design is in the early stages, and the

Agreement for service between KLSWA and F&V is being finalized. It's possible we may see site work starting late this year, but it will more likely begin in the Spring of 2027.

Abul Ahmed, from the F&V Operations Group, has been joining us onsite each Friday. Abul is acting as the State's designated Operator-In-Charge (OIC) for KLSWA's drinking water production and distribution systems. Currently, Abul is responsible for compliance reporting related to flows, chemical feeds and dosing, bacteriological analysis, and other State/Federal mandated QA/QC. Considering both Shawn Sisson and I are both adequately licensed to act as OIC for both production and distribution, It would be my intent for KLSWA staff to pull back this responsibility in the coming months.

Most recently, I met onsite with Stephen Dehring and Olivia Smith from F&V's environmental group. That team is working on finishing up a compliance plan for an underground storage tank that was removed from our site years ago. The F&V team, along with KLSWA staff collected groundwater samples to be analyzed for the presence of any dangerous contaminants that may have leaked from the tank. These results will be reported to the State when available, and the project will be closed-out.

Following work and discussion on the tank mitigation, we transitioned to updating KLSWA's Risk and Resiliency Study. This is a document required by the USEPA that requires system owner/operators to consider different categories and levels of risk that face our utility, and what controls we have in place to remain resilient. F&V has been contracted to provide us with this service. EPA requires that we submit an updated document by June 30 of this year.

Prein & Newhof – working on behalf of Saugatuck Township and City of The Village of Douglas, I have been in frequent contact with Tyler DeNooyer as we work to locate and identify the material make-up of several water service lines.

State of Michigan – I've made introductions to several of our partners with State's Department of Energy, Great Lakes, and the Environment (EGLE). On the drinking water side, I've been in communication with Stacey Wilson and Chunyan He from the Kalamazoo District Office with regards to compliance reporting and water operations. Stacey and Chunyan are our primary oversight personnel. They are aware of our staffing transition, and KLSWA's intent to reassume OIC responsibilities in the near term.

On the wastewater side, I also made contact with our Kalamazoo-based regulators to send a similar message. We were fortunate to have already had an onsite meeting with Jeremy Rubio, EGLE oversight official, to discuss current wastewater regulatory requirements, ensure compliance, ask questions, and to discuss our staff transition.

Currently, required regulatory reporting for the day to day operation of both the drinking water and wastewater systems is in full compliance.

Mika Meyers, PLC – I've quickly gotten to know the team at Mika Meyer that supports our mission in the areas of hiring/HR, labor law, contract review, and several other areas of general counsel.

✕

3. Operations

Monthly Operations Report – Please see supplemental report provided by Shawn Sisson

Additionally, I have been able to spend a fair amount of time in the field with the operations staff. My initial impression of the assets in the field is that they, generally speaking, are in good condition, well maintained, and repair needs are being addressed as necessary and practical. Both the water and wastewater systems are being run by capable and qualified staff with the proper experience and certifications.

In the coming weeks, I hope to shift more of my time to more meaningful operational training in the field. This will allow me to better manage the team, and to serve in the operator's role if the situation ever calls for it.

4. Administration

Our front office has been extraordinarily productive and personally helpful to me during my "New Hire" experience, despite some very consequential staffing transitions. Our current Office Supervisor is handling all frontline customer service functions, receipting, AP, payroll, HR tasks, etc., and has still made himself available to me whenever asked. Having elected to skip the February billing cycle, we are back on track for March. Tasks are being prioritized, and though there is a backlog, we're optimistic that this won't be insurmountable once a new Administrative Assistant is brought on.

5. Hiring

Based on FY 2027 budgets and previous discussions of the KLSWA Board, below are current vacancies and status on each:

Office Administrative Assistant – this position was previously advertised in the local newspaper. We have so far interviewed three candidates and are tentatively planning to make an offer as soon as we can complete some administrative prerequisites.

System Operator I and/or II – this position was also previously advertised in the local newspaper, on Michigan Municipal League's website, and on Indeed. Several applications with varying degrees of qualifications and experience were received prior to my arrival. We have at least one, potentially more strong candidates. Before setting up interviews, we have a few questions on our end to answer with regards to job descriptions, terms of employment, and general hiring practices.

Operations Supervisor – Engaging in initial conversations with staff

Chief Financial Officer/Director of Finance – No steps have been formally taken yet. In the near term, I hope to be able to thoroughly evaluate the needs of our organization, and compare and contrast my ideas with what similar organizations/municipalities are doing to address these needs. I hope to engage the KLSWA Board, staff, and other industry partners on this discussion.

6. Conclusion

As this is my first official means of reporting out to the Board, I wish to conclude by requesting any and all input and feedback as to what you may, or may not want to have included in this report. I look forward to hearing from you, and to providing a better, more informative, and more relevant report each month.

Out of Office Reminder – Please remember that I will be out of the office from April 6-10.

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) is made by and between **Daryl R. VanDyke** (“Employee”), an individual, and the **Kalamazoo Lake Sewer and Water Authority**, a Michigan public authority (the “Authority”).

WHEREAS, Employee was employed by the Authority, and Employee’s employment with the Authority ended on July 18, 2025 without cause; and

WHEREAS, in exchange for the consideration described herein, the sufficiency of which is acknowledged, the parties have agreed to release and waive certain claims, as stated in this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **Severance Payment.** In consideration for the waivers, releases, and covenants in this Agreement, the Authority and Employee agree that the Authority shall pay Employee the amount of Fifty-Two Thousand Six Hundred Five Dollars and Eight Cents (\$52,605.08) (the “Severance Payment”), in a lump sum within thirty (30) days after the Effective Date, as defined in Section 4 of this Agreement. The Severance Payment will be subject to withholdings for all taxes and garnishments as required by law. The Severance Payment shall not, however, be considered compensation for purposes of calculating benefits or contributions under the Authority’s retirement plan. Employee acknowledges and agrees that other than the Severance Payment described herein, no other compensation, including but not limited to wages, bonuses, payment for unused paid time off, payment for unused vacation, payment for unused sick leave, payment for unused hours in Employee’s cashable sick leave account (CSLA), fringe benefits, contractually-required severance compensation, and reimbursement for work-related expenses, is owed by the Authority to Employee.

2. **Releases of Claims.**

a. Employee, on behalf of Employee, Employee’s heirs, executors, legal representatives, and assigns hereby fully and forever releases and discharges the Authority and each of its past and present Commissioners, employees, officers, officials, directors, attorneys, agents, and contractors (collectively referred to herein as the “Authority Releasees”) of and from any claim, duty, obligation, or cause of action, and expenses of any kind which now exist, whether known or unknown, suspected or unsuspected, that Employee may possess arising from any omissions, acts, or facts that have occurred up until and including the date Employee signs this Agreement including, without limitation, any and all claims: (a) which arise out of, or result from, or occurred in connection with Employee’s employment by the Authority, the termination of that employment, any events occurring in the course of that employment, or any events occurring prior to the execution of this Agreement; (b) for breach of contract or violation of personnel policies; (c) relating to discrimination, retaliation, termination in violation of public policy or defamation; and (d) for violation of any federal, state, or municipal statute relating to employment or employment discrimination, including, without limitation: the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 *et seq.*); the Family and Medical Leave Act (29 U.S.C. § 2601 *et seq.*); ERISA (29 U.S.C. § 1002 *et seq.*); any and all state and federal employment discrimination laws including sex, race, religion, creed, national origin, height, weight, age and disability under

Title VII of the Civil Rights Act (42 U.S.C. § 2000 *et seq.*), the Age Discrimination in Employment Act as modified by the Older Workers Benefit Protection Act of 1990 (“ADEA”) (29 U.S.C. § 621 *et seq.*), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), the Rehabilitation Act (29 U.S.C. § 701 *et seq.*), Michigan’s Elliott-Larsen Civil Rights Act (MCL 37.2101 *et seq.*), and Michigan’s Persons With Disabilities Civil Rights Act (MCL 37.1101 *et seq.*); Michigan’s Veteran’s Preference Act (MCL 35.401 *et seq.*); the Uniformed Services Employment and Reemployments Rights Act of 1994 (38 U.S.C. § 4301 *et seq.*); Michigan’s Earned Sick Time Act (MCL 408.961 *et seq.*); Michigan’s Occupational Safety and Health Act (MCL 408.1001 *et seq.*); and Michigan’s Whistleblowers’ Protection Act (MCL 15.361 *et seq.*) or any other state or federal law or regulation protecting whistleblowers.

b. The Authority, on behalf of the Authority and its successors and assigns, hereby fully and forever releases and discharges Employee of and from any claim, duty, obligation, or cause of action, and expenses of any kind which now exist, whether known or unknown, suspected or unsuspected, that the Authority may possess arising from any omissions, acts, or facts that have occurred up until and including the date the Authority signs this Agreement including, without limitation, any and all claims: (a) which arise out of, or result from, or occurred in connection with Employee’s employment by the Authority, the termination of that employment, any events occurring in the course of that employment, or any events occurring prior to the execution of this Agreement; and (b) for breach of contract or violation of personnel policies.

c. Employee, on behalf of Employee, Employee’s heirs, executors, legal representatives, and assigns hereby fully and forever releases and discharges the City of Saugatuck, the City of the Village of Douglas and the Township of Saugatuck, and each of their respective past and present Commissioners, Board members, employees, officers, officials, directors, attorneys, agents, and contractors (collectively referred to herein as the “Municipality Releasees”) of and from any claim, duty, obligation, or cause of action, and expenses of any kind which now exist, whether known or unknown, suspected or unsuspected, that Employee may possess arising from any omissions, acts, or facts that have occurred up until and including the date Employee signs this Agreement and which arise out of, or result from, or occurred in connection with Employee’s employment by the Authority, the termination of that employment, any events occurring in the course of that employment, including, without limitation, any and all claims: (a) for breach of contract or violation of personnel policies; (b) relating to discrimination, retaliation, termination in violation of public policy or defamation; and (c) for violation of any federal, state, or municipal statute relating to employment or employment discrimination, including, without limitation: the Bullard-Plawewski Employee Right to Know Act (MCL 423.501 *et seq.*); the Family and Medical Leave Act (29 U.S.C. § 2601 *et seq.*); ERISA (29 U.S.C. § 1002 *et seq.*); any and all state and federal employment discrimination laws including sex, race, religion, creed, national origin, height, weight, age and disability under Title VII of the Civil Rights Act (42 U.S.C. § 2000 *et seq.*), the Age Discrimination in Employment Act as modified by the Older Workers Benefit Protection Act of 1990 (“ADEA”) (29 U.S.C. § 621 *et seq.*), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), the Rehabilitation Act (29 U.S.C. § 701 *et seq.*), Michigan’s Elliott-Larsen Civil Rights Act (MCL 37.2101 *et seq.*), and Michigan’s Persons With Disabilities Civil Rights Act (MCL 37.1101 *et seq.*); Michigan’s Veteran’s Preference Act (MCL 35.401 *et seq.*); the Uniformed Services Employment and Reemployments Rights Act of 1994 (38 U.S.C. § 4301 *et seq.*); Michigan’s Earned Sick Time Act (MCL 408.961 *et seq.*); Michigan’s Occupational Safety and Health Act (MCL 408.1001, *et seq.*); and Michigan’s Whistleblowers’ Protection Act (MCL 15.361 *et seq.*) or any other state or federal law or regulation protecting whistleblowers.

The parties agree that Employee intends the foregoing release to be interpreted as broadly as possible and to be effective to the fullest extent permitted by law.

d. Employee hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or initiating any proceeding of any kind against the Authority Releasees and/or the Municipality Releasees based upon any matter purported to be released or discharged by Sections 2.a. or 2.c. of this Agreement, including but not limited to any such proceeding in any local, state, or federal court or administrative agency. The parties agree that the releases in Sections 2.a. and 2.c. of this Agreement do not prohibit Employee from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), including a challenge to the validity of this release under the ADEA, or participating in any investigation or proceeding conducted by the EEOC, but Employee waives and releases any right to receive any monetary benefit or remedy resulting from any such EEOC charge. The Authority hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or initiating any proceeding of any kind against Employee based upon any matter purported or discharged by Section 2.b. of this Agreement, including but not limited to any such proceeding in any local, state, or federal court or administrative agency. The parties agree that the releases in Sections 2.a., 2.b. and 2.c. of this Agreement do not include claims regarding the alleged breach of terms of the Agreement or claims arising under Michigan's Worker's Disability Compensation Act (MCL 418.101 *et seq.*). Employee acknowledges that Employee is not aware of, and has not reported, any claims for any injuries arising out of Employee's employment with the Authority.

3. **Non-Disparagement.** Employee agrees that Employee will not disclose to the public or any person any defamatory, false, or misleading information regarding any of the Authority Releasees, including, but not limited to, any false or misleading statements that disparage any service, capability, or any other aspect of the business of the Authority, including via social media. Authority agrees that the members of its Board of Commissioners as of the date the Authority signs this Agreement (collectively referred to herein as the "Authority Commissioners") will not disclose to the public or any person any defamatory, false, or misleading information regarding Employee or any capability of Employee, including via social media. Nothing in this Section shall be deemed to prohibit Employee or any of the Authority Commissioners from providing truthful information in response to inquiries/subpoenas from any government agency and/or a court of competent jurisdiction.

4. **Effective Date.** Employee acknowledges that some or all of the consideration provided under Section 1 is in addition to anything of value as to which Employee is already entitled. Employee further acknowledges that Employee has been allowed the opportunity to have twenty-one (21) days in which to consider the terms of this Agreement and that Employee has been advised in writing by the Authority to consult with an attorney before executing this Agreement. Employee understands that Employee has seven (7) days from the date Employee executes this Agreement within which to revoke it (the "Revocation Period"). This Agreement shall become effective and binding on the parties on the day following expiration of the Revocation Period (the "Effective Date"), unless written notice of Employee's revocation is received by counsel for the Authority, being Nikole L. Canute, via hard copy delivered to 900 Monroe Ave NW, Grand Rapids, Michigan, 49507, or email (ncanute@mikameyers.com) prior to the expiration of the Revocation Period.

5. **Remedies.** The existence of any claim or cause of action of a party against the other party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of any covenants in this Agreement. The parties agree that all rights and remedies in this Agreement are cumulative and that the parties, at their option, may enforce one or more of the remedies, and such actions shall not constitute an election of remedies.

6. **Entire Agreement.** The parties agree that this Agreement is the entire agreement between Employee and the Authority and supersedes any and all prior and contemporaneous oral or written agreements or understandings. Any modification of this Agreement must be in writing and signed by both parties to be binding.

7. **Heirs, Successors, and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns to each party.

8. **Interpretation.** The terms of this Agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan. All disputes regarding an alleged breach of the terms of this Agreement shall be brought in Allegan County, Michigan.

9. **Waiver.** The waiver by a party of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach.

10. **Severability.** If any one or more provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable, the parties intend that the entire Agreement shall not fail but shall be construed and enforced without the unenforceable provisions, which provisions shall be deemed severed.

11. **Construction.** The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

12. **Counterparts.** This Agreement may be executed in any number of counterparts and such counterparts may be obtained by PDF, e-mail, or facsimile transmission, each of which taken together will constitute one and the same instrument.

Employee acknowledges and represents the following to the Authority: that Employee has read and understands this Agreement; that Employee has had sufficient opportunity to consider this Agreement; that Employee has been advised to consult with an attorney; that Employee understands the consequences of entering into this Agreement and the releases contained herein; that Employee is knowingly and voluntarily entering into this Agreement; and that Employee is legally competent to do so.

IN WITNESS WHEREOF, Employee and the Authority each has executed this Agreement as of the date indicated immediately below each signature.

Kalamazoo Lake Sewer and Water Authority (the "Authority")

Daryl R. VanDyke ("Employee")

By: _____
Name: _____
Title: _____
Date: _____

Daryl R. VanDyke
Date: _____