



City of Boyne City

Founded 1856

319 N. Lake Street

Boyne City, Michigan 49712
www.boynecity.gov

Phone (231)582-6597
Fax (231)582-6506

July 15, 2026

Annie Doyle Grove
3096 Tall Pines
Boyne City, MI 49712

Dear Ms. Doyle:

Your request for public records under the Michigan Freedom of Information Act ("FOIA"), MCL 15.231 et seq., was received via email on July 15, 2026.

Your request sought:

"A copy of the settlement reached between the City of Boyne City and former City Manager Michael Cain."

The City has conducted a search for records responsive to your request. Your request is granted in full.

Enclosed is a copy of the fully executed Settlement Agreement between the City of Boyne City and former City Manager Michael Cain. No information has been redacted from the record.

There is no charge for the search, review, or production of the requested record.

A copy of this request and the City's response will be retained on file in accordance with the City's records retention schedule.

Respectfully,

Jessica Puroll
City Clerk/Treasurer

City of Boyne City – FOIA Coordinator
319 N. Lake Street, Boyne City, MI 49712
Phone: (231) 582-0334 | Email: jpuroll@boynecity.gov

RELEASE AND SETTLEMENT AGREEMENT

The following is a settlement agreement ("Agreement"), by and between MICHAEL CAIN ("Employee") and the CITY OF BOYNE CITY ("Employer"), regarding any and all past and present, known and unknown disagreements, claims and disputes (and their future and potential effects) that have directly or indirectly arisen or could arise out of Employee's employment relationship with Employer or the termination of Employee's employment with Employer, and which is alleged or could have been alleged in the State Court filing entitled Michael Cain v City of Boyne City; Charlevoix County Circuit Court, File No. 25-0911-28-CD ("Civil Action").

PRELIMINARY STATEMENT

WHEREAS, Plaintiff asserted disputed claims for alleged violations of the Michigan Whistleblowers' Protection Act, Open Meetings Act, constitutional and due process rights, breach of contract, and related claims, all of which Defendant denies.

WHEREAS, the Parties desire to compromise and settle disputed claims involving alleged statutory, constitutional, contractual, and other non-wage damages, without any admission of liability.

WHEREAS, the Parties wish to provide for a mutually acceptable settlement of any and all claims filed or which could have been filed in Civil Action and to resolve any and all disagreements, claims and disputes that have arisen or could arise out of Employee's relationship with Employer and the termination of his employment, including but not limited to any discussions, representations, or statements which either accompanied or could have accompanied the employment relationship. Employer specifically denies any liability under the claims alleged in the Civil Action.

WHEREAS Employee asserts that the Employer committed violations as alleged in the Civil Action, but desires to resolve this matter without the admission of any liability or wrongdoing by Employer. Accordingly, and in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows.

TERMS AND CONDITIONS

1. **Execution of Stipulated Order of Dismissal.** The parties agree that upon execution of this Agreement, the parties will prepare and file a stipulated order dismissing the Civil Action with prejudice and without costs and attorneys' fees to any party.

2. **Settlement Amount.** The Parties mutually agree that with thirty days from the execution of the Agreement and Employee providing a signed W9 form, Employee shall be paid the sum of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00), in exchange for the promises, covenants and releases set forth herein. The Parties agree that the Settlement Payment is paid in compromise of disputed statutory, constitutional, contractual, and other non-wage claims asserted in the Civil Action and shall not be treated as wages for withholding purposes. No portion of the Settlement Payment is designated as wages, salary, back pay, front pay, vacation pay, sick pay, retirement benefits, or other employee compensation.

The Parties also agree that the consideration set forth in this Agreement is adequate and sufficient for entering into the Agreement and is consideration to which Employee is not otherwise entitled.

The check in the amount of \$160,000.00 shall be issued to Parker Harvey, PLC, as counsel for Employee. Parker Harvey, PLC shall then distribute the Settlement Payment funds in accordance with its obligations to the Employee. Delivery of the Settlement Payment to Parker Harvey, PLC shall constitute full satisfaction of Employer's payment obligations under this

Agreement. The Parties acknowledge that Plaintiff asserted claims under, among other statutes, the Michigan Whistleblowers' Protection Act and other employment-related statutory causes of action for which attorney fees and costs were incurred. The Parties acknowledge a portion of the Settlement Payment reflects a compromise of claims for attorney fees and litigation costs incurred in connection with Plaintiff's asserted employment-related statutory claims.

3. Payment of Salary and Receipt of All Benefits. Employee acknowledges, represents, covenants, and agrees that, other than the consideration set forth in paragraph 2 of this Agreement, the Employer has fully and completely paid or provided all salary, wages, bonuses, commissions, pension contributions, accrued vacation/paid time off, leaves, reimbursable expenses, and any and all other benefits and compensation due to Employee. Employee's representation as set forth in this paragraph is part of the consideration for the Employer to pay the monies as provided in paragraph 2 above.

4. Income Taxes and Withholding. Employee agrees that he is responsible for determining the proper amount of taxes and for ensuring proper payment of taxes under this Agreement. In the event that the Employee fails to properly remit any and all taxes relating to the settlement proceeds of \$160,000.00 and/or the portion that he received, the Employee hereby agrees to: a) indemnify Employer for any and all payment of taxes, assessed penalties, costs, and attorneys' fees; b) Employee agrees to assume the defense of the Employer with regard to any claim brought by a State and/or Federal entity to collect taxes determined to be owed; and c) Employee agrees to promptly pay any and all taxes, assessed penalties, costs, and attorneys' fees determined to be due and owing by any State and/or Federal governmental entity. The Parties acknowledge that neither Party is providing tax advice to the other and that each Party has had the opportunity to consult independent tax advisors regarding the tax treatment of the Settlement

Payment.

5. Future Employment. Employee agrees that he will not apply for or otherwise seek any future employment with Employer, unless otherwise requested or given permission to do so in writing by the Employer or the Employer's City Manager.

6. Release of Claims. Employee, on behalf of himself, his heirs, representatives, assigns, executors and administrators, irrevocably and unconditionally releases, waives, and forever discharges Employer, its officials, Board members, Commissioners, employees (past or present), agents, directors, officers, representatives, insurance carriers (including Tokio Marine HCC and Michigan Township Participating Plan), attorneys, divisions, subsidiaries, affiliates, or related entities (and agents, directors, officers, employees, representatives, insurance carriers, and attorneys of such divisions, subsidiaries and affiliates), and their respective predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Employer's Releasees") of and from any and all past and present claims, actions, causes of action, suits of any nature, tort claims, debts, charges, complaints, arbitrations, administrative proceedings (before State and Federal bodies including Michigan Wage and Hour and Federal agencies), liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, arising out of Employee's employment relationship with Employer and the termination of said employment, including, without limitation any rights or claims under the Lilly Ledbetter Act, FLSA, Michigan Wage and Hour Act, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, Section 1981 of the Civil Rights Act of 1886, the Veteran's Preference Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, Fair

Employment & Housing Act, the Michigan Civil Rights Act, the Elliott-Larsen Civil Right Act of 1976, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Whistle Blowers Protection Act, the Federal Whistle Blowers Protection Act, the Employee Retirement Income Security Act, the Age Discrimination and Employment Act (ADEA), the Older Worker's Benefits Protection Act (OWBPA), the U.S. Constitution, the State of Michigan Constitution, the Family and Medical Leave Act, the Payment of Wages and Fringe Benefits Act, as well as any claim based on contract or implied contract rights, torts of every nature, and any other purported violations of federal, state or local constitution, laws, regulations, executive order, policies, rules or ordinances from the beginning of time to the date of this Agreement. Employer affirms and agrees that it did not bring any claims against Employee in this case and is not aware of any such claims.

7. Medicare. Employee shall hold each of the releasees harmless and will fully defend and indemnify releasees, including costs and attorneys' fees, for and with respect to any and all claims, liens, rights of subrogation, rights of recovery and rights of reimbursement, known or unknown, that may be presented or asserted against any of all of the releasees, including but not limited to any attorney's lien, Medicare or Medicaid lien, right of subrogation or reimbursement, or APIP subrogation right or Social Services Lien, or Workers' Compensation Lien, or claims by any relevant taxing authorities or any health care plan governed by the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC §1001 et seq., or any other right of subrogation or reimbursement, now existing or which may arise from or out of injuries and damages, known or unknown, permanent or otherwise, claimed, sustained or received by Employee known or unknown, that may be presented or asserted against releasees arising out of the subject matter of the Civil Action. It is further agreed and understood that Employee shall hold each of the releasees harmless and indemnify releasees, their affiliates, agents, and assigns for any Medicare liens

demanding or required by the Benefits Coordination and Recovery Center (BCRC), CMS, collection agency or any other governmental entity, currently known, discovered or demanded in the future. Employee understands and acknowledges that upon receipt of the final documents from CMS/BCRC, if any lien amount is owed, it will be paid to Medicare from the settlement and any remaining settlement proceeds will be distributed to Employee. Employee shall be solely responsible for any additional conditional payments, liens or the like which may arise or be demanded by CMS and/or BCRC in the future related to this matter.

8. Covenant to Not Sue and Authorization. The Parties also agree that neither they nor anyone acting on their behalf will institute any administrative or legal proceedings against the other or any of their representatives which in any way relate to or arise out of Employee's employment with Employer or any other actions which occurred prior to the effective date of this Release.

9. Non-Disparagement. Employee and Employer promise not to engage in conduct, through words, emails, postings, writings, or actions, that would tend to or actually does create a negative impression about the Employee, Employer, its employees, Board members or officials. Employee and Employer further agree not to disparage the other to third parties or take any action whatsoever that would place the other in a negative light to the public and third parties.

Employer and Employee agree if they are asked about the Civil Action, they are simply to use words to the effect of, "the matter has been resolved," "the parties have moved on," or "the parties wish each other the best moving forward." If employees or former officers violate this clause, nothing in this Agreement shall prohibit Employee from truthfully responding to, correcting, or rebutting statements.

Employer agrees to respond to any inquiry by a prospective employer of Employee by simply providing the date of employment, date employment ended, and the position(s) held by Employee.

10. Not Admissible. The Parties further agree that this Agreement or its terms should not be admissible as evidence, or discoverable, in any judicial or administrative proceeding, except in a legal proceeding concerning the enforceability of this Agreement or any of its terms. If the Employee is requested to disclose this Agreement or its terms in connection with any judicial or administrative proceeding, the employee agrees to immediately notify the Employer of the request so that the Employer may object to the disclosure; the Employee also agrees that the Employer has standing to appear on behalf of the Employee to contest disclosure by way of motion to quash or any other form; and the Employee agrees to await the final outcome of the objection before disclosing the Agreement or its terms. Both Parties understand and agree that this Agreement may be subject to Michigan's Freedom of Information Act. Nothing herein is intended to prohibit either Party from making disclosures required by law.

11. Complete Agreement. This Agreement contains the entire understanding and agreement between the Parties, and there is no agreement on the part of any party to do any act or thing other than is expressly stated in this Agreement. There shall also be no modifications or amendments to this Agreement unless they are in writing, signed by all of the parties.

12. Authority. The Parties represent that they have full authority to enter into this Agreement and that they have not assigned their rights and that they are not in bankruptcy.

13. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent

jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

14. Governing Law. This Agreement shall be governed by the laws of the State of Michigan. Employee consents to personal and exclusive jurisdiction and venue in the State of Michigan.

15. Voluntary Execution of Agreement. The Parties acknowledge that they have carefully read this Agreement and understands its contents and consequences, that they have been advised to consult with attorneys of their choice, that the only promises made to sign this Agreement are those stated in the Agreement, that they have had sufficient time to review this Agreement, and that they are signing this Agreement knowingly and voluntarily, without any coercion or duress,.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below:

Dated: Jun 29, 2026

EMPLOYEE

Michael Cain

Michael Cain (Jun 29, 2026 09:07:18 EDT)

MICHAEL CAIN

CITY OF BOYNE CITY

Dated: 7-15-2026

By:

Jessica Duroll

Its:

City Clerk/Treasurer

JUNE 27, 2026, RELEASE AND SETTLEMENT AGREEMENT APPROVED BY CAIN

Final Audit Report

2026-06-29

Created:	2026-06-27
By:	Anders Gillis (agillis@parkerharvey.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAWHLmbkuZHK7paY5CJAVE7_sL-lyHXvJ

"JUNE 27, 2026, RELEASE AND SETTLEMENT AGREEMENT APPROVED BY CAIN" History

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 Agreement completed.
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