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**IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS
CIVIL DIVISION**

MICK WAGNER

PLAINTIFF

v.

CASE NO. 72CV-25-26

**CITY OF TONTITOWN; and
ANGELA RUSSELL, MAYOR OF TONTITOWN**

DEFENDANTS

**GENERAL RELEASE OF ALL CLAIMS
AND SETTLEMENT AGREEMENT**

RECITALS:

1. The parties being released hereunder, **the City of Tontitown and Angela Russell** and each of their respective servants, attorneys, principals, agents, employees, deputies, representatives, elected officials, insurers, self-insurers, risk management funds, predecessors, successors, assigns, affiliates, divisions, branches, departments and/or any entity or person acting by, through, under or in concert with them, and/or any person or entity acting directly or indirectly in the interest of and/or acting with or on behalf of them in any capacity whatsoever, shall hereinafter be referred to, jointly and individually as "Released Party."

2. The party executing this Release, Mick Wagner, his respective heirs, successors, assigns, executors, administrators, agents or representatives of any kind, shall hereinafter be referred to, jointly and individually, separately and collectively, as "Releasing Party".

3. This General Release and Settlement Agreement is between the Released Party and Releasing Party, and is hereafter referred to as the "Release," or the "Agreement."

4. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.

5. As consideration for the Release, the Released Party provides the Releasing Party the following:

(a) Releasing Party agrees to dismiss the City of Tontitown from this matter; (b) Angela Russell will pay \$1,500.00 directly to McCutchen Napurano Law Firm for attorney's fees;

(c) The attached proposed order will be submitted jointly for entry with the Court.

6. In exchange for the above considerations, the receipt, sufficiency and adequacy of which is hereby expressly acknowledged, Releasing Party agrees to the following:

(a) The Releasing Party releases the Released Party only from the claims asserted in, or that could have been asserted in, *Mick Wagner v. City of Tontitown and Angela Russell, Mayor of Tontitown*, Case No. 72CV-25-26, Washington County Circuit Court, specifically concerning the expenditure of \$15,079.95 in public funds to the Richard Mays Law Firm. No other claims, past or future, are released.

7. It is the express intent of the Releasing Party to fully and finally settle the claims in Case No. 72CV-25-26 only. This Release does not extend to any other claims or to any taxpayer actions involving any expenditure of public funds beyond the single expenditure at issue in that case.

8. It is understood, agreed and stipulated between the parties hereto that the consideration described herein is in complete and full accord, satisfaction and discharge of any and all doubtful or disputed claims, whatsoever.

9. The Releasing Party stipulates and agrees not to initiate, join in, continue and/or institute any legal proceedings or process based on the within described claims or causes of action before any administrative, judicial, or any other forum against the Released Party.

10. Releasing Party agrees not to initiate, join, or participate in any other proceeding or action concerning the expenditure at issue in Case No. 72CV-25-26. Nothing in this Agreement limits the right of the Releasing Party, or any other taxpayer, to pursue claims involving any other expenditure of public funds beyond the single expenditure at issue in this case.

11. The parties acknowledge that the Court has entered an Agreed Order in Case No. 72CV-25-26. Nothing in this Agreement changes, limits, or contradicts the findings or relief set out in that Agreed Order.

12. The parties acknowledge that the Court's Agreed Order includes findings and injunctive relief. This Agreement is consistent with that Agreed Order and is not intended to alter or limit it in any way.

13. Releasing Party warrants and represents: (1) that he is competent and entitled to give this complete release and discharge; (2) there are no prior assignments or transfers of any portion of or interest in any of his claims or causes of action; (3) there are no liens or claims of lien or assignments in law or equity or otherwise of or against the claims or causes of action of the Releasing Parties herein; and (4) Releasing Party is fully aware of all facts and rights and applicable law with regard to his claims and/or causes of action and is represented by counsel of her choice with respect to those claims and/or causes of action, and has had the full opportunity to review and approve the content and execution of this Agreement with his counsel.

14. The Releasing Party will indemnify and save harmless the Released Party herein from any loss, claim, expense, attorney fees, costs, demand, or cause of action of any kind or character through the assertion by any person of a claim or claims connected with the subject matter of this Agreement caused, counseled, initiated, aided, assisted or advanced by the Releasing Party, and from any loss incurred directly or indirectly by reason of a falsity of misrepresentation herein by the Releasing Party.

15. Should any part of this General Release and Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this General Release and Settlement Agreement.

16. The amount described herein is to be settlement for attorney's fees and/or for other damages allegedly incurred by Releasing Party

17. This Agreement contains the entire agreement, understanding and stipulation between the parties hereto, none of whom admit allegations, defenses or other assertions made in any pleading filed in the aforementioned lawsuit. It fully and finally supersedes any and all prior negotiations, promises, agreements or understandings between the parties hereto pertaining to the subject matter hereof. The Parties have had full possession of any and all facts with regard to the claims or rights of each other, and full access to respective counsel. The terms of this Agreement are contractual, not a mere recital, and may be enforced in court. This Agreement is executed in the State of Arkansas and in all respects shall be interpreted, enforced and governed under the laws of said State. Except as stated herein, the terms of this Agreement are executed without reliance upon any representation by the Released Party or any of its representatives.

18. The undersigned counsels agree to undertake their best efforts, including all steps and efforts contemplated by this Agreement, and any other steps and efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement.

19. This Agreement constitutes the entire agreement between the parties regarding settlement of Case No. 72CV-25-26. It does not supersede, replace, or limit the Agreed Order entered by the Court, which remains in full force and effect.

20. The parties and their counsel have determined that the interests of all concerned are best served by the resolution and dismissal of this action, with prejudice, and have concluded that the terms of this Agreement are fair, reasonable, and adequate;

21. The terms of this Release are contractual and not a mere recital and a breach of any portion of this Release shall give the non-breaching party a cause of action for breach of contract in a court of competent jurisdiction. In addition, the Releasing Party and the Released Party each retain any other remedies they may have either at law or in equity pertaining to a breach of this Release.

22. Upon execution of this Release by the Releasing Party and the Released Party, the parties agree that the Court shall enter the Agreed Order in Case No. 72CV-25-26 (Mick Wagner v. City of Tontitown and Angela Russell), as prepared and approved by counsel for both sides. The Releasing Party shall not seek dismissal of the Complaint except as provided in that Agreed Order.

23. **THIS IS A FULL AND FINAL RELEASE. THE RELEASING PARTY HAS CAREFULLY READ THIS RELEASE AND EXECUTES THE SAME OF HIS OWN FREE**

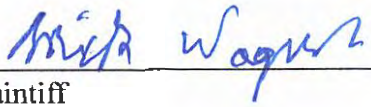
WILL WITH A FULL UNDERSTANDING OF AND VOLUNTARY AGREEMENT TO ITS CONTENTS.

24. WITNESS our signatures this _____ day of _____, 2025.

RELEASED PARTY:

Sara Monaghan
Attorney for Defendant

RELEASING PARTY:



Plaintiff

I, Joey McCutchen, hereby acknowledge full, complete and final satisfaction of any and all costs, expenses and attorney's fees or liens for and/or on behalf of Releasing Party in this cause, whatsoever. I further state that this General Release and Settlement Agreement has been executed with my knowledge and approval. I hereby waive and/or release any and all claims for costs, expenses and/or attorney's fees, whatsoever, against the Released Party.

Joey McCutchen
Attorney for Plaintiff

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Case No. 72CV-25-26

**CITY OF TONTITOWN; and
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DEFENDANTS

**AGREED ORDER GRANTING DECLARATORY
AND INJUNCTIVE RELIEF AND AWARDED ATTORNEY'S FEES**

On this date this cause was submitted to the Court. The Complaint in this matter was brought by the Plaintiff, Mick Wagner, against Angela Russell, Mayor of Tontitown and the City of Tontitown. From the pleadings, the agreement of the parties, and the stipulations of counsel, the Court does hereby find and order as follows:

1. Plaintiff Mick Wagner brought this action pursuant to Article 16, Section 13 of the Arkansas Constitution to prevent the unlawful use of public funds and to recover taxpayer money wrongfully expended by Defendants.

2. The Court finds that Mayor Angela Russell violated Article 12, Section 5 of the Arkansas Constitution by using public funds—specifically, \$15,079.95 from the City’s general fund—to pay for private legal representation for a group of individuals, including Mayor Russell herself, in a matter where the private individuals were the clients of attorney Richard Mays and his firm.

3. The Court further finds that the City never entered into any engagement agreement with the Richard Mays Law Firm, PLLC, and that the work performed by that firm, and paid for with taxpayer funds, was conducted solely on behalf of the Individual Petitioners in the Eco-Vista Landfill litigation, and not on behalf of the City.

4. The Court declares that this expenditure constitutes an unlawful appropriation of public money for private purposes in violation of Article 12, Section 5 and constitutes an illegal exaction under Article 16, Section 13 of the Arkansas Constitution.

5. Defendant Angela Russell is hereby permanently enjoined from authorizing, approving, or making any similar expenditures of public funds for private purposes or to benefit private individuals in violation of the Arkansas Constitution.

6. The City of Tonitown is hereby dismissed from this lawsuit.

7. The Court retains jurisdiction to enforce the terms of this Order.

8. Plaintiff is awarded attorney's fees in the amount of \$1500, to be paid by the Defendant Russell within ten (10) days of the entry of this Order.

IT IS SO ORDERED.

Hon. Circuit Court Judge

Prepared and approved by:

Joey McCutchen or Stephen Napurano
McCutchen, Napurano—The Law Firm
Attorney at Law
P. O. Box 1971
Fort Smith, AR 72902
(479) 783-0036
Facsimile (479) 783-5168

Attorneys for the Plaintiff

Approved by:

Sara Monaghan

Sara Monaghan
Attorneys for the Defendants