



Village of Paw Paw

## Village Council Regular Meeting

Monday, January 26, 2026, 7 PM

Paw Paw District Library, Community Room  
609 W. Michigan Ave, Paw Paw, MI 49079

### Agenda

#### I. Call to Order

#### II. Pledge of Allegiance

III. Roll Call: President Roman Plaszczak; President Pro-Tem Douglas Craddock; Trustees Holly Hamilton, Nicolas Martinez, David McQueen, Steve Richardson, and Donne Rohr.

#### IV. Approval of Agenda

#### V. Approval of Minutes

- Regular meeting of January 12, 2025

VI. Authorization to Pay Claims. January 26, 2026 (Hamilton, Richardson); February 9, 2026 (McQueen, Martinez)

#### VII. Audience Participation (Limited to 3 minutes per speaker)

#### VIII. Council Member Comments

#### IX. Public Hearing: Flood Plain Ordinance Revision

#### X. Action Items

- Flood Plain Ordinance Revision adoption
- Parks & Recreation Millage Renewal Resolution
- Set Public Hearing for February 9, 2026 – Parks & Recreation Ordinance
- Set Public Hearing for February 9, 2026 – Mobile Food Vendor Ordinance
- Set Public Hearing for February 9, 2026 – Fiscal Year 2026/27 Budget
- Payment Request #5 – Riverworks (Maple Island Bridge)
- Stability Hedge Plan Purchase approval
- Power Purchase Agreement for Renewable Energy Credits
- Consider agreement with SafeBuilt – Rental Inspections

- Consider agreement with AARP Foundation – Administrative assistance

## **XI. Workshop Items: Fiscal Year 2026/27 Budget**

## **XII. Committee Meetings and Reports** (committees may have items to bring to the council) *Estimated 30 minutes for all with next meeting dates.*

- Area Parks & Rec. Board (McQueen): Feb. 2 - **4:30 PM**
- Downtown Development Authority (Plaszczak): Feb. 16 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): *TBD*
- Farmers Market (Martinez): Feb. 20 - **5 PM**
- Fire District Board (Craddock): Feb. 3 - **7 PM**
- Historical Commission (Plaszczak): Feb. 18 - **4 PM**
- Housing Commission (Rohr): Feb. 18 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): Feb. 17 - **4 p.m.**
- Planning Commission (Martinez): Feb. 5 - **7 PM**
- Wine & Harvest Board (Craddock): Feb. 4 - **6 PM**

## **XIII. Council Member Comments**

## **XIV. Manager & Departmental Reports**

## **XV. Tabled Items Expected to come back before the Village Council**

- Short Term Rentals
- Sidewalk Vendor Regulation

## **XVI. Adjournment**

### **Notice to Public Attendees**

If you would like to speak to the Village Council, please make your statements during the Audience Participation Period. Public comments are limited to **3 minutes** per speaker. Please note that this is not a question-and-answer exchange. If you would like follow-up, provide your name and phone number/email on the sign-in sheet at the Clerk's table. The appropriate member of the Village Council or Village Staff will contact you.

# Minutes

**Minutes, Paw Paw Village Council  
Regular Meeting, January 12, 2026**

The Regular Village Council meeting of Monday, January 12, 2026, convened at 7:00p.m. at the Paw Paw District Library, Community Room. President Pro Tem Craddock presiding.

Present: President Roman Plaszczak (excused), Pro Tem Douglas Craddock, Trustees Steve Richardson (excused), Holly Hamilton, Nicolas Martinez, David McQueen and Donne Rohr (excused). Also present: Village Manager Bryan Myrtle, Village Clerk Karla Tacy, Director of Public Services Tim Brandys and Police Chief Eric Rottman.

Motion by Martinez with support from Hamilton to approve the agenda as presented with the addition of the following under Action Items: Milbocker pay request No. 5 and 2026 Council Meeting Schedule and tabling Maple Island Bridge Project Scope Change Order #2. All members present voting yes, motion carried.

Motion by Hamilton with support from Martinez to approve the regular meeting minutes of December 8, 2025. All members present voting yes, motion carried.

Motion by McQueen with support from Hamilton to approve claims for Monday, January 12, 2026, in the amount of \$1,584,941.63. All members present voting yes, motion carried.

Tammy Vandenbos inquired as to whether the silt piles on the corner of Lilac and Gremps St have been tested for elevated arsenic levels.

Trustee McQueen wished everyone a Happy New Year.

Motion by McQueen with support from Martinez to adopt the Local Governing Body Resolution for Charitable Gaming Licenses recognizing the Killer Beez Junior Roller Derby organization as a non-profit operating in the Village of Paw Paw. Roll call vote; Hamilton, Craddock, McQueen and Martinez voting yes, motion carried.

Motion by Martinez with support from McQueen to adopt the Local Government Approval Resolution as required for application to the Liquor Control Commission for Redevelopment Liquor License for the Strand Theatre LLC. Roll call vote; Hamilton, Craddock, McQueen and Martinez voting yes, motion carried.

Discussion regarding the Maple Island Bridge Project Scope Change Order #2 has been tabled.

Motion by Martinez with support from McQueen to approve change order #5 submitted by Abonmarche/Lounsbury Excavating regarding the water main

**Meeting Convened**

**Members Present**

**Approval of Agenda**

**Approval of Minutes**

**Approval of Claims**

**Audience  
Participation**

**Council Member  
Comments:  
McQueen**

**Action Items:  
Resolution- Killer  
Beez Raffle License**

**Resolution- Strand  
Theatre LLC Liquor  
License**

**Maple Island Bridge  
Project Scope  
Change Order #2**

**DWSRF Change  
Order #5**

**Minutes, Paw Paw Village Council  
Regular Meeting, January 12, 2026**

replacement project, for a reduction of -\$1,291,292.25. All members present voting yes, motion carried.

Motion by Hamilton with support from Martinez to approve pay request No.26 from Lounsbury Excavating, Inc in the amount of \$45,246.95. All members present voting yes, motion carried.

**DWSRF Pay Request #26**

Motion by Hamilton with support from Martinez to set a public hearing on January 26, 2026, to receive public comments regarding an update to the current Floodplain Ordinance. All members present voting yes, motion carried

**Set Public Hearing-Flood Plain Ordinance Revision**

Discussion regarding the 2026 Wine & Harvest Festival has been tabled.

**2026 Wine & Harvest Festival Requests**

Discussion regarding the proposed Professional Services Agreement from Safebuilt to conduct rental inspections has been tabled.

**SafeBuilt Professional Services Agreement**

Motion by Martinez with support from McQueen to approve pay request No.5 from Milbocker Construction in the amount of \$48,640. All members present voting yes, motion carried.

**Briggs Dam Pay Request #5**

Motion by McQueen with support from Martinez to approve the 2026 Village Council meeting schedule of the 2<sup>nd</sup> and 4<sup>th</sup> Monday each month, excluding a second meeting in December 2026. All members present voting yes, motion carried.

**2026 Council Meeting Schedule**

The Parks & Rec Committee discussed the park millage renewal campaign and updating the Parks Ordinance.

**Committee Meetings Parks and Rec**

Mary Lou Hartwell announced that she will be retiring from the DDA Board at the end of the current fiscal year.

**DDA**

None.

**Economic & Residential Opportunity**

Due to growth, the Farmers Market is discussing changing locations.

**Farmers Market**

The Fire District Board approved their new fiscal year budget.

**Fire Board**

None.

**Historical Commission**

None.

**Housing Commission**

The Maple Lake Preservation Committee has been discussing remedies to deepen the lake's South Basin.

**Maple Lake Preservation**

**Minutes, Paw Paw Village Council  
Regular Meeting, January 12, 2026**

The Planning Commission reviewed the Master Plan draft and discussed prohibiting shipping containers in residential areas.

**Planning  
Commission**

None.

**Wine & Harvest**

Trustee Craddock applauded Manager Myrtle on his thorough communication with Council. Trustee Craddock proposed dedicating the Briggs Dam walking trail as a memorial trail for local “heroes”.

**Council Member  
Comments  
Craddock**

Manager Myrtle announced that Riverworks repaired the Sunset Park boat launch pier. Myrtle also reported that the Planning Commission will have several site plans to review at their February meeting.

**Manager Comments**

Brandys reports that the crew is busy changing out water meters and patching potholes.

**Staff Comments  
Brandys**

Police Chief Rottman reported that the December Shop with a Cop event at Walmart went well. VBEMS donated two refurbished AEDs to the police department. Chief Rottman announced Officer Werthman recently saved a resident from choking.

**Rottman**

Motion by McQueen with support by Martinez to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 8:50pm.

**Adjournment**

Respectfully submitted:

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Karla Tacy  
Village Clerk

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Roman Plaszczak  
Village President

# **Flood Plain Ordinance**

## **Update**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrtle, Village Manager  
Re: Floodplain Ordinance Update  
Date: January 23, 2026

### Background

The Federal Emergency Management Agency has updated its local Flood Insurance Rate Maps for the first time since 2006. Because of increased technology over the past 20 years, these maps should be significantly more accurate than those in the past.

For our Ordinance to be effective, it must reference the same maps that FEMA and the insurance industry use. I have prepared a very basic update to our ordinance with the updated information.

All ordinance changes require a public hearing. The necessary public noticed was published in *The Courier Leader* newspaper earlier this month.

### Recommendation

Following the public hearing, adopt the revised language updating the Village of Paw Paw floodplain ordinance.

### **ARTICLE III. - FLOODPLAIN MANAGEMENT (Current Language)**

- **Sec. 8-61. - Agency designated.**

**Pursuant to the provisions of the state construction code, in accordance with Section 8b (6) of Act 230 of the public Acts of 1972, as amended, the village building inspector is hereby designated as the enforcing agency to disppcharge the responsibility of the Village of Paw Paw under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The village assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this article.**

**(Ord. No. 421, § 1, 4-12-2010)**

- **Sec. 8-62. - Code appendix enforced.**

**Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the Village of Paw Paw, Van Buren County, Michigan.**

**(Ord. No. 421, § 2, 4-12-2010)**

- **Sec. 8-63. - Designation of regulated flood prone hazard areas.**

**The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled Van Buren County, Michigan (All Jurisdictions, Map Number 26159CIND0A) and dated December 3, 2009 and the Flood Insurance Rate Map(s) 26159C (FIRMS) panel number(s) of 0335C and 0375C and dated December 3, 2009 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "flood hazards" section of Table R301.2(1) of the Michigan Residential Code.**

**(Ord. No. 421, § 3, 4-12-2010)**

- **Sec. 8-64. - Repeals.**

**All ordinances inconsistent with the provisions of this article are hereby repealed.**

**(Ord. No. 421, § 4, 4-12-2010)**

- **Sec. 8-65. - Record of adoption.**

**This article shall become effective upon adoption.**

### **ARTICLE III. - FLOODPLAIN MANAGEMENT (Proposed Language)**

- **Sec. 8-61. - Agency designated.**

**Pursuant to the provisions of the state construction code, in accordance with Section 8b (6) of Act 230 of the public Acts of 1972, as amended, the village building inspector is hereby designated as the enforcing agency to discharge the responsibility of the Village of Paw Paw under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The village assumes responsibility for the administration and enforcement of said Act throughout the corporate limits of the community adopting this article.**

**(Ord. No. 421, § 1, 4-12-2010)**

- **Sec. 8-62. - Code appendix enforced.**

**Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the Village of Paw Paw, Van Buren County, Michigan.**

**(Ord. No. 421, § 2, 4-12-2010)**

- **Sec. 8-63. - Designation of regulated flood prone hazard areas.**

**The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Flood Insurance Study Van Buren County" and dated June 10, 2026 and the Flood Insurance Rate Map(s) (FIRMS) contained on index panel number(s) 26159IND1C dated June 10, 2026 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.**

**(Ord. No. 421, § 3, 4-12-2010)**

- **Sec. 8-64. - Repeals.**

**All ordinances inconsistent with the provisions of this article are hereby repealed.**

**(Ord. No. 421, § 4, 4-12-2010)**

- **Sec. 8-65. - Record of adoption.**

**This article shall become effective on June 10, 2026.**

# **Parks & Recreation Millage**

## **Renewal Resolution**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrtle, Village Manager  
Re: Parks & Recreation Millage Renewal Resolution  
Date: January 23, 2026

### Background

Village of Paw Paw voters approved a 5-year Parks & Recreation millage in 2021. It is now time to seek a renewal of that millage, which would bring in approximately \$157,000 annually for maintenance and improvement of our local parks.

Village Attorney Brad Fowler has prepared a Council Resolution that establishes ballot language for this renewal, and which also restores the full 1.5 mills previously authorized, but which has been slightly reduced by Headlee adjustments. It also authorizes the submission of this ballot language to the Township Clerk for inclusion on the May 2026 election.

### Recommendation

Approve the Resolution establishing language for the Parks & Recreation Millage renewal and authorizing its inclusion on the May 2026 election ballot.

**VILLAGE OF PAW PAW**  
**COUNTY OF VAN BUREN, MICHIGAN**

At a special meeting of the Village Council of the Village of Paw Paw, held at the Miller Court Housing, South Building, 205 Miller Court, Paw Paw, Michigan, 49079 on Monday, the \_\_\_\_\_ day of January, 2026 at 7:00 p.m.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**RESOLUTION TO APPROVE BALLOT PROPOSAL FOR RENEWAL OF MILLAGE FOR VILLAGE PARK PURPOSES**

WHEREAS, the Article 7, § 23 of Michigan's 1963 Constitution and the General Law Village Act, Act 3 of the Public Acts of Michigan of 1895 ("Act 3") authorize the Village of Paw Paw (the "Village") to acquire, own, establish, maintain, improve, light and ornament public parks and grounds within its corporate limits; and

WHEREAS, on August 3, 2021, the electors of the Village of Paw Paw approved a 1.5 mills levy for the five-year period from 2021 through 2025, both inclusive, subject to reduction as provided by operation of the Headlee Amendment, to provide for improvement, operation and maintenance of Village parks; and

WHEREAS, the Village Council finds it is necessary, advisable and in the best interests of the residents of the Village to continue to raise additional funds to be used for improvement, operation and maintenance of the Village's parks; and

WHEREAS, Section 22 of Chapter IX of Act 3 authorizes the Village to submit a ballot proposal to the Village electors for authorization to increase the total tax rate limitation applicable

to the Village in order to levy a tax for any lawful propose not to exceed 2% of the assessed valuation of the real and personal property within the Village; and

WHEREAS, Section 2 of Chapter III of Act 3, authorizes the Village Council to call a special election to be held in the Village for the purpose of submitting a ballot proposition to the electors of the Village; and

WHEREAS, pursuant to Section 642 of the Michigan Election Law, which is Act 116 of the Public Acts of Michigan of 1954, as amended (the "Michigan Election Law"), the Township of Paw Paw, (the "Township") is responsible for conducting elections on behalf of the Village.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. The question of whether to continue the tax levy for improvement, operation and maintenance of Village parks for an additional period of five years, 2026 to 2030, both inclusive, in the amount of 1.4792 mills, and to levy an additional 0.0208 mill for such purposes to restore previous millage reductions under the "Headlee Amendment," shall be submitted to the qualified electors of the Village at a special Village election coinciding with the State regular election to be held on Tuesday, May 5, 2026, pursuant to the provisions of Act 3, the General Property Tax Act and the Michigan Election Law.

2. The ballot proposal to be submitted to the electors shall be in the form attached hereto as **Exhibit A**, and in such form the proposal is hereby certified.

3. The Village Clerk is hereby authorized and directed to make the necessary arrangements to deliver a certified copy of this Resolution to the Township and the Van Buren County Clerk as soon as possible, but in no event later than 4:00 p.m. on February 10, 2026.

4. The Township Clerk is hereby requested and authorized to issue all notices and follow all procedures required by the Michigan Election Law for administration of the special election on behalf of the Village and may, as necessary, combine the notices required to be

provided with any notices required to be provided under State law with respect to the May 5, 2026 election or have any such required notices published by the County on behalf of the Village in a newspaper of general circulation in the Village reaching the largest number of persons to whom said notices are addressed.

5. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

AYES: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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Karla Tacy, Village Clerk

I hereby certify the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Paw Paw at a special meeting held on the date stated above. I further certify that public notice of such meeting was given as provided by law.

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Karla Tacy, Village Clerk

**EXHIBIT A**

**VILLAGE OF PAW PAW**

**COUNTY OF VAN BUREN, MICHIGAN**

**PROPOSAL NO. 1  
MILLAGE RENEWAL PROPOSITION  
1.5 MILLS FOR VILLAGE PARK PURPOSES**

Shall the previously voted increase in general ad valorem taxes within the Village of Paw Paw, as established pursuant to the General Law Village Act, Act 3 of the Public Acts of Michigan of 1895, currently 1.4792 mills (\$1.4792 per \$1,000 of taxable value) be renewed and levied in the years 2026-2030, both inclusive, and shall an additional 0.0208 mill (\$0.0208 per \$1,000 of taxable value) be approved and levied to restore previous millage reductions under the “Headlee Amendment” since this millage was last approved, resulting in the levy of 1.5 mills (\$1.50 per \$1,000 of taxable value), subject to reduction as provided by law, on taxable property in the Village?

The revenue received by the Village will be used by the Village to make improvements to and fund the operational and maintenance costs of the Village’s parks. It is estimated that a levy of 1.5 mills would provide revenue of \$157,615 in the first calendar year. The revenue from this millage levy will be disbursed to the Village of Paw Paw, for distribution to the Park Fund.

Yes              
No

# **Parks & Recreation**

## **Ordinance update**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrkle, Village Manager  
Re: Parks & Recreation Ordinance Update  
Date: January 23, 2026

### Background

During a recent review of the Parks and Recreation Ordinance, I discovered that the current board's form has strayed significantly from what is required by the Ordinance. The board has discussed this and determined that the original formulation does not suit the Village's present needs, and is proposing the Ordinance be updated to better reflect the current board and its desires for the future.

I am providing a copy of the current language and the proposed language. I am asking the Village Council to set a public hearing for February 9 to receive public comment on the proposed changes, and potentially adopt them.

### Recommendation

Set public hearing on proposed Parks and Recreation Board Ordinance changes for February 9.

## **Chapter 22 - PARKS AND RECREATION (Current Language)**

- **ARTICLE II. - PARKS AND RECREATION BOARD**
- **Sec. 22-31. - Created.**

The village parks and recreation board is hereby created as a newly appointed body in accordance with the provisions of state law.

- **Sec. 22-32. - Membership.**

Pursuant to applicable state law, the parks and recreation board shall consist of nine members being residents of the village and shall consist of one member from the village council, the superintendent of public works, one member of the Paw Paw Township Board, one member of the Maple Lake Association, one member of the Lake Brownwood Association, one member of the Lake Cora Association, one member of the chamber of commerce, one member of the village planning commission, and the village public schools superintendent, or his designee.

- **Sec. 22-33. - Meeting time and place.**

The parks and recreation board shall meet on the second Wednesday of each month at 7:00 p.m. at the Paw Paw Township Hall. The meetings of the board shall be public meetings. Opportunities for comment from the general public shall be specifically provided at each meeting.

- **Sec. 22-34. - Annual meetings.**

The parks and recreation board shall hold an annual meeting during the second week of April each year. At the annual meeting the board shall from its appointed members pick a vice chairman, secretary and other officers as may be deemed necessary. The chairman shall always be the village superintendent of public works.

- **Sec. 22-35. - Officers.**

The chairman (or vice chairman, in absence of the chairman) shall preside at all meetings of the board. The chairman shall be considered a first among equals, having no superior authority or vote in actions taken by the board.

- **Sec. 22-36. - Quorum.**

A majority of the current members of the board shall constitute a quorum.

- **Sec. 22-37. - Voting procedures.**

A quorum being present, a simple majority of those voting shall be required for the adoption of a general motion.

- **Sec. 22-38. - Method of calling special meetings.**

(a)

If, during a regular meeting, it is determined that extra or special meetings are warranted, it shall be so moved, supported and must receive a majority of votes of the members present to schedule.

(b)

Special meetings of the board may be called by the secretary at the request of the chairman or any two members of the board upon 18 hours' notice to each member of the board designating the purpose of such meeting and served personally or left at his usual place of residence by the secretary or someone designated by him.

- **Sec. 22-39. - Board responsibilities.**

(a)

Each member of the board shall be responsible for the following:

(1)

Attendance at all regularly scheduled meetings of the board. Should a member be unable to attend this scheduled meeting, the member shall contact the chairman or village administrative staff before 12:00 p.m. on the day of the meeting. Should a member be absent from three consecutive meetings, the chairman will contact the member, ascertain the reason for said absences, and report the findings to the board. The board will take appropriate action to retain or replace the member.

(2)

Familiarity with the subject matter of the meeting, the actions taken at previous meetings and timely preparation and submission of assigned projects or research material.

(b)

Robert's Rules of Order shall govern the conduct of the meetings.

(c)

The parks and recreation board has the responsibility for planning and financing (budgeting and fund raising) of all community parks and recreation services, other than those provided

by the school systems and private organizations in accordance with the 1991-2010 Community Recreation Plan by the village and Paw Paw Township. It will conduct its activities with the school system and work in concert with the village and the Township of Paw Paw Planning Commissions. The budget prepared by the board will be received and approved by the village council and the Paw Paw Township Board. The parks and recreation board may request necessary funds from these agencies.

## **Chapter 22 - PARKS AND RECREATION (Proposed Language)**

- **ARTICLE II. - PARKS AND RECREATION BOARD**
- **Sec. 22-31. - Created.**

The village parks and recreation board is hereby created as an appointed body in accordance with the provisions of state law.

- **Sec. 22-32. - Membership.**

Pursuant to applicable state law, the parks and recreation board shall consist of nine members and shall consist of one member from the village council, the superintendent of public works, one member of the Maple Lake Association, one member of the village planning commission, a designee of the Paw Paw Public Schools Superintendent and four at-large Village of Paw Paw residents.

- **Sec. 22-33. - Meeting time and place.**

The parks and recreation board shall meet on the first Monday of each month at 7:00 p.m. at Paw Paw Village Hall. The meetings of the board shall be public meetings. Opportunities for comment from the general public shall be specifically provided at each meeting.

- **Sec. 22-34. - Annual meetings.**

The parks and recreation board shall hold an annual meeting during the first week of April each year. At the annual meeting the board shall from its appointed members pick a vice chairman, secretary and other officers as may be deemed necessary. The chairman shall always be the village superintendent of public works.

- **Sec. 22-35. - Officers.**

The chairman (or vice chairman, in absence of the chairman) shall preside at all meetings of the board. The chairman shall be considered a first among equals, having no superior authority or vote in actions taken by the board.

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If, during a regular meeting, it is determined that extra or special meetings are warranted, it shall be so moved, supported and must receive a majority of votes of the members present to schedule.

(b)

Special meetings of the board may be called by the secretary at the request of the chairman or any two members of the board upon 18 hours' notice to each member of the board designating the purpose of such meeting and served personally or left at his usual place of residence by the secretary or someone designated by him.

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(2)

Familiarity with the subject matter of the meeting, the actions taken at previous meetings and timely preparation and submission of assigned projects or research material.

(b)

Robert's Rules of Order shall govern the conduct of the meetings.

(c)

The parks and recreation board has the responsibility for planning and financing (budgeting and fund raising) of all community parks and recreation services provided and properties owned by the Village of Paw Paw. The budget prepared by the board will be received and approved by the Village Council.

# **Mobile Food Vendor Ordinance Update**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrtle, Village Manager  
Re: Mobile Food Vendor Ordinance update  
Date: January 23, 2026

### Background

The Village of Paw Paw Mobile Food Vendor Ordinance has been in place for a little more than one year. The ordinance and the procedures outlined therein are working well, however there is one area which I would like the Village Council to consider revising. There is currently only one fee authorized by the ordinance, which is \$100 for a one-year permit. However, we have had several inquiries from food vendors who only intend to be in Paw Paw for a single event or a single day. I agree with those vendors that \$100 for a single day of operation may be excessive and discouraging. I propose the Village consider authorizing a one day or single weekend permit at the cost of \$25.

We have heard similar criticisms from some of these vendors who intend to operate at the Farmer's Market. Currently that requires paying both the \$100 permit fee to the Village and then a vendor fee to the Farmer's Market. I would propose that if a vendor has been invited to participate at the Farmer's Market by the Farmer's Market Board that the Village permit fee be waived entirely.

If the Village Council agrees, I would ask that a public hearing be set for February 9 to receive public comment on this matter. I will prepare a basic update to the ordinance for review and potential adoption at that time.

### Recommendation

Set public hearing on a proposed amendment to the Mobile Food Vending Ordinance.

# **Fiscal Year 2026/27 Budget**

## **Hearing**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrtle, Village Manager  
Re: Fiscal Year 2026/2027 Budget Hearing  
Date: January 23, 2026

### Background

Village Staff will present a first draft of the proposed budget for FY2026/27 at the Village Council Meeting on January 26. From that point it will be available for review by the public.

Adoption of the budget needs to occur at the second meeting in February.

### Recommendation

Set public hearing on the Fiscal Year 2026/27 Budget for February 9, 2026.

# **Payment Request #5**

## **Riverworks**

# CONTRACTOR PAYMENT REQUEST

Date January 22, 2026

## PARTIAL PAYMENT REQUEST NO. 5

For Work Completed Through December 03, 2025

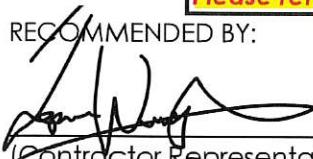
OWNER	CONTRACTOR
Village of Paw Paw 111 E Michigan Ave Paw Paw, MI 49079-0179	Riverworks Construction, Inc 5776 143rd Avenue Holland, MI 49423

RE: Village of Paw Paw  
Maple Island Pedestrian Bridge Replacement Project  
ACI Project No.: 23-1824

Original Contract Amount	\$ 739,507.00
Change Orders	\$ 71,996.00
Current Contract Amount	\$ 811,503.00
Work Completed	\$ 811,503.00
Retainage <small>(for remaining punchlist items to be completed in Spring 2026)</small>	\$ 10,000.00
Amount Earned	\$ 801,503.00
Less Previous Payments	\$ 606,417.30
<b>Amount Due Contractor This Payment</b>	<b>\$ 195,085.70</b>

**Please remit payment directly to the contractor at the address above.**

RECOMMENDED BY: Contractor



(Contractor Representative)

**1/23/2026**

Date

RECOMMENDED BY: Abonmarche Engineer



(Abonmarche Representative) Scott Leblang, PE

**1/22/2026**

Date

ACCEPTED BY: Owner

(Owner Representative)

Date

**Please contact Abonmarche Consultants at 574.232.8700 with any questions or concerns.**

**abonmarche.com**

# **Stability Hedge Plan**

## **Purchase Authorization**

## Bryan Myrkle

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**From:** Keith Parrott <KParrott@mpower.org>  
**Sent:** Thursday, January 15, 2026 3:54 PM  
**To:** Timothy Brandys; Evan Turner; Bryan Myrkle  
**Cc:** Robert Lalonde; Daniel Cyr  
**Subject:** Stability Hedge Plan Power Purchase Commitment ("PPC") Authorization  
**Attachments:** MPPA Energy PPC Authorization - Paw Paw.pdf

**CAUTION: This email originated from outside the Village of Paw Paw. Maintain caution when opening external links/attachments**

Good afternoon,

MPPA is recommending that Paw Paw enter into Energy transactions that will improve your forecasted hedge plan position in 2028 through 2031. I have attached a Power Purchase Commitment Authorization (PPC) letter that will enable MPPA to transact on the recommendation for your review and execution. This PPC represents your portion of the total transactions to be presented for approval by the MPPA Board of Commissioners at the meeting on January 21, 2026.

Transactions volumes in the PPC would move forecasted member hedged positions to the maximum of the annual stability hedge plan range. Hedge plan participants are required to be at the minimum of the hedge plan range by the end of the calendar year (timing). Market conditions will dictate how far above the minimum of the range up to the not to exceed values that MPPA will transact. As always, MPPA will update Members on their position and transactions made as part of this PPC. Please realize that this PPC is in effect until the end of the year and MPPA could make multiple transactions based on market conditions. If you have questions about this approach, please reach out to either myself or Bob Lalonde.

Since some Member Authorized Representatives (MAR) have authority to approve transactions within certain limits and others have to get approval from governing bodies, we can have significant delays in receiving all PPCs for a transaction in a timely manner. Subsequently, if the market is moving unfavorably, a transaction may be executed for those PPCs we have already received. Any remaining PPC volumes will be included in a secondary transaction.

Please do not hesitate to reach out to us if we can provide assistance in your approval process, as we would like to get these back in days and not weeks.

Instead of asking for a return of the PPCs before a specific date, we ask that you provide us timing of when we could expect a return of the executed PPC. What date will that be?

Thank you and I look forward to your reply.

**Keith Parrott | Manager of Power Supply**



January 15, 2026

Subject: **Power Purchase Commitment Authorization**

The Village of Paw Paw Department of Public Services ("Paw Paw"), through its Member Authorized Representative, hereby authorizes the purchase of Energy by Michigan Public Power Agency ("MPPA") on behalf of Paw Paw at the following Quantity, Term, Delivery Location and not to exceed price levels. These transactions, if executed by MPPA, are Power Purchase Commitments under the Energy Services Agreement between MPPA and Paw Paw.

Energy:

Delivery Period	ONPK (5x16)	OFFPK (5x8, 2x24)	ONPK (5x16)	OFFPK (5x8, 2x24)	ATC (7x24)	ATC (7x24)	
Term	2028	2028	2029	2029	2030	2031	Total
Max Monthly Quantity (MW)	2.1	1.6	2.7	1.5	1.9	1.4	
Total Quantity (MWh)	6,942.4	6,078.5	8,840.0	6,086.1	12,635.9	8,181.5	<b>48,764.4</b>
Total \$ (not to exceed)	\$557,779.20	\$359,849.60	\$710,513.60	\$359,317.00	\$872,928.90	\$569,440.90	<b>\$3,429,829.20</b>
Average Price, \$/MWh	\$80.34	\$59.20	\$80.37	\$59.04	\$69.08	\$69.60	<b>\$70.33</b>
% of Load	29.5%	28.5%	37.4%	28.6%	27.9%	17.9%	
Forecasted Hedge % After Transaction	80.8%	81.2%	70.6%	70.7%	56.5%	41.5%	

The transaction(s) above will be for Financially Firm Energy with Physical delivery to the PJM AEP-DAYTON HUB (34497127) or, alternatively, at the PJM AEPIM\_RESID\_ AGG (1269364674) in the Day Ahead Market at or below the annual total dollar not to exceed limits.

The purchase transactions outlined above account for the identified percentages of Paw Paw's forecasted energy requirements in the applicable forward calendar years. The sum of all purchases represents a maximum commitment of \$3,429,829.20.

MPPA will endeavor to wait to execute wholesale power transaction confirmations until it receives PPC Authorization from each Member Authorized Representative ("MAR") unless a delay in execution by an individual MAR would result in power supply price risk that could prevent MPPA from complying with volume and dollar price approval limits.

Member Authorized Representative:

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Printed

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Signature

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Date

# **Renewable Energy Credits**

## **Purchase Agreement**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrtle, Village Manager  
Re: REC Purchase Agreement  
Date: January 23, 2026

### Background

A few months ago, the Village Council authorized MPPA to purchase Renewable Energy Credits on our behalf, helping us meet statewide requirements to provide renewable electric power to our customers.

However, since that time, the party from whom these credits would have been purchased identified a more lucrative transaction and so did not finalize the purchase with MPPA. As a result, MPPA had to return to the market and identify other sources of REC's available to purchase. They are asking the Village to authorize a new purchase to continue our efforts to meet renewable requirements.

As we have mentioned in the past, this market is getting increasingly competitive every month and year, and we can expect that MPPA will have to work harder to obtain these RECs for us as time goes on.

### Recommendation

Authorize execution of Power Purchase Commitment in the form of Renewable Energy Credits with MPPA.



January 21, 2026

**POWER PURCHASE APPROVAL TERMINATION**  
**MEMORANDUM**

**To:** Board of Commissioners (“BOC”)

**From:** Bob Lalonde, Director of Energy Supply and Market Operations  
Keith Parrott, Manager of Power Supply  
Steve Donkersloot, Director of Strategic Energy Resources and Services

**Subject:** Terminate the June 18, 2025, BOC Approval of a 10-Year PA 235 Compliant  
PJM Renewable Energy Credit (“REC”) Transaction

**Background:**

At the June 18, 2025, BOC meeting, MPPA presented and received approval for a 10-Year PA 235 Compliant PJM REC transaction. After approval was given, negotiations stalled as the intended transactional counterparty found a more lucrative registration path for the underlying generation resource and was not willing to follow through on the indicative transaction as previously proposed. MPPA has not found any other counterparties willing to do a similar transaction that met the specifications of the BOC’s June 2025 transaction approval.

**Recommendation:**

MPPA staff is requesting that the BOC terminate approval for the 10-year PA 235 Compliant PJM REC transaction obtained at the June 18, 2025, BOC meeting.



January 21, 2026

**POWER PURCHASE APPROVAL**  
**MEMORANDUM**

**To:** Board of Commissioners (“BOC”)

**From:** Bob Lalonde, Director of Energy Supply and Market Operations  
Keith Parrott, Manager of Power Supply  
Steve Donkersloot, Director of Strategic Energy Resources and Services

**Subject:** BOC Approval of a PA 235 Compliant Renewable Energy Credit (“REC”) Transaction

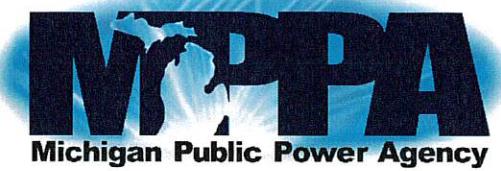
**Background:**

Public Act 235, signed into law in November 2023, provides clean and renewable energy requirements for all Michigan load serving entities. For PJM Members to meet these renewable energy goals and legislative compliance, MPPA has identified, evaluated, and is now recommending that the BOC approve a Renewable Energy Credit (“REC”) transaction as described below.

**Recommendation:**

MPPA is recommending that the BOC authorize the General Manager & CEO to execute a PJM REC transaction contingent on (a.) the total costs over the term of the REC transaction does not exceed \$900,000 (b.) vintage year of the REC is 2025 or later, and (c.) MPPA obtains a Power Purchase Commitment (“PPC”) Authorizations from each of the PJM Member Participants that in the aggregate covers 100% of MPPA’s costs over the term of the REC transaction.

The PPCs to be executed between MPPA and the Members are in accordance with the terms and conditions of the Energy Services Agreement under the Energy Services Project.



## **ENERGY SERVICES PROJECT POWER PURCHASE COMMITMENT AUTHORIZATION**

This Power Purchase Commitment Authorization (“Authorization”) is made and entered into as of \_\_\_\_\_, 2025, by and between Michigan Public Power Agency (“MPPA”), a joint agency of the State of Michigan created pursuant to 1976 PA 448, and Village of Paw Paw (“Participant”).

WHEREAS, MPPA is a municipal joint agency established in 1978 to provide a means for Michigan municipal electric utilities to achieve the benefits of economies of scale and diversification in securing power supply and related services for their present and future needs;

WHEREAS, during an open meeting on March 11, 2009, the MPPA Board of Commissioners (“BOC”) created the Energy Services Project (“ESP”) for the purpose of providing a means for full members of MPPA to obtain contracted power supply and market operation services;

WHEREAS, Participant joined the ESP by approving and executing an Energy Service Agreement (“ESA”) that describes the terms and conditions of power supply transactions, known as Power Purchase Commitments (“PPC”), between Participant and MPPA;

WHEREAS, this Authorization is a PPC between Participant and MPPA;

WHEREAS, by executing this Authorization, the Member Authorized Representative (“MAR”) of Participant is representing that it has received all required approvals from its governing body to enter into this PPC with MPPA; and

WHEREAS, MPPA reviewed the specifications and benefits with Participant of purchasing renewable energy credits (“RECs”) from MPPA’s Transaction, as described in Section 1 below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between MPPA and Participant hereto as follows:

## **Section 1. Power Purchase Commitment**

Participant is committing to receive and pay for Participant's Quantity of the Product as defined within this Authorization. The Product will be provided from structured REC transaction between MPPA and an energy supplier ("Transaction"). MPPA obtained authorization from its Board of Commissioners on January 21, 2026, to purchase the Quantity of RECs, as described in Section 6 below, at the not-to-exceed amount, as described in Section 7 below, in the Transaction.

The RECs will be used to help meet renewable energy compliance requirements imposed upon Participant by Public Act 235 of 2023, which amended Michigan's Clean and Renewable Energy and Energy Waste Reduction Act of 2008 ("PA 235").

## **Section 2. Product**

RECs compliant with PA 235.

## **Section 3. Delivery Location**

RECs transferable to Michigan Renewable Energy Certification System (or any successor system).

## **Section 4. Delivery Period**

Transacted RECs will be delivered by 2Q 2027.

## **Section 5. Term**

Contingent on Section 10 Effectiveness, the term of the PPC is two (2) years for vintage year RECs 2025 or later.

## **Section 6. Quantity**

Participant is allocated the following share of RECs provided to MPPA under the Transaction:

<b>REC Allocation Percentage</b>	<b>Expected Average Annual REC Quantity</b>	<b>Expected Average Annual % of Forecasted Load</b>
15.0%	Up to 15,000	~35.3%

## **Section 7. Payment**

Participant will pay MPPA the contract rate in the Transaction for Participant's REC Quantity. Over the term of the PPC, the not-to-exceed financial commitment is \$135,000.

## **Section 8. Energy Services Agreement**

This Authorization is subject to the terms and conditions of the ESA between MPPA and Participant. In the event the terms of this Authorization conflict with the terms of the ESA, the terms of the ESA shall control.

## **Section 9. Evidence**

Authority of Participant's MAR to execute this Authorization is evidenced through a Participant resolution adopted by the Participant's governing body or through the meeting minutes of Participant's governing body where approval was granted to the MAR to execute this Authorization.

## **Section 10. Effectiveness**

This Authorization will not become effective until MPPA has executed the Transaction, which execution can only happen after MPPA has received executed power purchase commitment authorizations from all other participating Members of MPPA who have their own respective power purchase commitment with MPPA for their quantity of RECs supplied pursuant to the Transaction.

\_\_\_\_\_  
Member Authorized Representative

Its: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**Consider Professional Services  
Agreement Amendment  
SafeBuilt**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrkle, Village Manager  
Re: SafeBuilt services agreement  
Date: January 23, 2026

### Background

At your most recent meeting, I proposed amending our service agreement with SafeBuilt to include the inspection of residential rental units. The Council had a few questions about this item and tabled it.

I talked to SafeBuilt and received the following answers:

- *Does your hourly rate include travel to Paw Paw? That is, are we billed for your time in the car as well as your time actively doing inspections?*
  - Travel time is billed as follows - Times start when the inspector is heading to the village and stops when they complete their last inspection within the village. That is only billing one way.
- *If so, do you typically schedule a day full of inspections in one community to maximize efficiency?*
  - We maximize our time there, and schedule as many as we possibly can when an inspector is set to be in the village. We cannot always guarantee a full day, but we always maximize our scheduling time.
- *Do you know what other communities charge their landlords as registration and inspection fees? Obviously, we want to cover our costs, but we charge by the inspection, which doesn't translate easily to hours.*
  - Paw Paw Township is \$400 yearly registration fee.

- Oshtemo Township is \$100 + \$5.00 per dwelling unit for a max of \$300.00 - first reinspection is covered, second is charged.
- Three Rivers - \$27.00 per unit registration then \$108.00 per inspection for 1-2 units, \$86.00 for 3-4 units, \$65.00 for 5-11 units, \$44.00 for 12-20 units, and 21+ \$33.00 each.

## Recommendation

Authorize amendment to professional services agreement with SafeBuilt to include residential rental inspections.

# **AARP Foundation Agreement**

# Village of Paw Paw MICHIGAN

## Memorandum

To: Village Council  
From: Bryan Myrtle, Village Manager  
Re: Professional Services Agreement with AARP Foundation  
Date: January 23, 2026

### Background

As most of you will recall, former Assistant Village Manager Ed Hellwege ended his employment with the Village of Paw Paw last year. Since that time, I have entertained several different scenarios for both replacing Mr. Hellwege and adding value to that position within the Village.

Unfortunately, it is now very apparent that affording a direct replacement is likely not practical given the constraints of the General Fund budget.

That said, the need for additional administrative assistance is greater than ever. We are handling a very large volume of business in comparison to other Village's our size. We have many 'irons in the fire,' and we intend to continue working hard to get as much done for our residents and property owners as possible.

I recently responded to an outreach from the AARP Foundation which is looking to place retired professionals into organizations as a form of job training and evaluation that might lead to permanent employment. While the program describes the work as 'training' it can be expected to last as long as 48 months in some cases.

In discussing this program with an AARP representative, we determined that it has a program participant in the Paw Paw area who would be a good fit for our needs at the Village. I have interviewed the candidate and intend to bring them on board if the Council approves the agreement with AARP.

While the primary benefit to our organization will be the help they can provide, a primary benefit to our financial bottom line is that the AARP Foundation will pay their wages. The program provides the workers with minimum wage (currently \$13.73 per hour and will be \$15 per hour starting Jan. 1, 2027), and no benefits. There is no financial impact to the Village.

The worker who would be placed in Paw Paw has approximately 24 months of eligibility remaining under the program.

While I had hoped to create a different type of position, I have no doubt that this person will be of immediate benefit to us. I am excited to have them join our team and hope you will give this opportunity every consideration. I will provide additional information at your meeting on Monday evening.

## Recommendation

Authorize execution of Host Agency Agreement with the AARP Foundation.

# Host Agency Agreement



Host Agency:

FEIN:

Address:

Phone:

Fax:

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Program.

This Agency is:

A Non-Profit Organization.  
(Tax exempt under the Internal Revenue code 501(c)(3))

A Public Organization.

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to do the following activities/tasks
  - Accept referrals and interviews for employment outside the program;
  - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
  - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
  - Register and maintain registration with the State Employment Service and/or One Stop Center;
  - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.
- 5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the host agency agrees to provide additional training support to their participants by allowing participants to utilize the agency's computers and internet access for designated job search training and to complete online job search activities.
- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is

**NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.**

- 8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 9) The host agency agrees to have a fax machine, or the equivalent functionality thereof, in good working condition in order to both receive and send participant *Time & Attendance Reports* from and to the AARP Foundation office or designated fax number. "Good working order" includes insuring that the document output settings are correct so that the fax is readable—not overly dark or overly light. Without good fax copies, AARP Foundation SCSEP cannot scan timesheets. If AARP Foundation SCSEP is consistently unable to scan your timesheets, AARP Foundation SCSEP participants cannot be paid and will potentially have to be transferred to a host agency where a fax machine is properly working.
- 10) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified participants. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP.
- 11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected. This survey is generally sent out in January, but timing is at the discretion of DOL. If selected, please complete the survey as it influences continued DOL funding for the SCSEP grant. The DOL will make three attempts to obtain a completed survey from a host agency.
- 12) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to insure that proper equipment, procedures, and safe practices are used in conformance with state and federal law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, which expressly includes driving and, is approved in advance by AARP Foundation and is carried out in accordance with Section 12.
- Participants must always be supervised

- 13) No participant is authorized to drive as part of their assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP. If the participant drives their own vehicle as part of their assignment, the participant must also maintain automobile liability insurance in the appropriate amount covering participant(s) engaged in the performance of their assignments using a vehicle owned or operated by the participant. The host agency shall also reimburse the participant for mileage if the participant drives their own vehicle in the performance of the host agency assignment.

A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

- 14) It is understood that each party shall indemnify the other against all claims or actions that arise from the Indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct in compliance with express instructions given to participant by host agency as part of participant's job training performance, claims of unpaid wages by participants in accordance with Section 14 herein, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this agreement.
- 15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency. The host agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by AARP Foundation or to volunteer hours. If the host agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant. AARP Foundation recognizes that assigned supervisors change and may not always be available to sign participant timesheets. In this case, in lieu of providing the names and signatures of authorized supervisors, by signing this Host Agency Agreement, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible official of the agency certifies that the reported information on the timesheet is correct.
- 16) It is understood that it must not use participants as substitutes for permanent employees in of the host agency. Federal regulations prohibit "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. Maintenance of effort requirements regarding the use of SCSEP funds specify that a community service assignment for a participant under Title V of the Older Americans Act is permissible only when the following specific maintenance of effort requirements are met. Community service assignments:
  - a) Must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
  - b) Must not displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
  - c) Must not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
  - d) Must not assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.
- 17) The host agency will be listed on the *Time Attendance Report*. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.
- 18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- 19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.
- 20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.
- 21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed

and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Signature: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**SAFETY IS NO ACCIDENT.**

# Updates & Reports



1/22/2026

## Update for Council

### **Winter Weather:**

DPS crews have spent a lot of time dealing with the ice and snow the past couple of weeks. Just for your info, we only have six DPS employees and we also use our mechanic to clear streets, sidewalks, parking lots and the downtown store front area. This puts two employees in the large plow trucks working on clearing the streets, two employees clearing parking lots and dead-end streets, and one employee on the Steel Green unit clearing and salting the downtown area. Our mechanic (when not repairing equipment) will be using our loader to help pile the snow in the downtown area to clear as many parking spaces as possible. We also have one employee that runs the sidewalk machine to clear all village sidewalks, it takes him 6-7 hours to clear all sidewalks. It takes 6-8 hours to get through the village one time, and they also have their normal workload that needs to be done.

The entire crew has been coming in early and working their normal hours to make Paw Paw safe for our citizens. We will work on removing the large snow piles on Michigan in the early morning hours as it is safer for us and for the public, it is also more efficient as we have less traffic to work around. We will work on removing snow from parking lots throughout the day as we have time. As you can see, we have a limited number of employees doing a lot of work and it makes it even worse if someone is on vacation or off sick.

We coordinate with our Police Department on the road conditions. They will call us if they notice that the streets are getting slippery or if the snow is starting to accumulate.

For slippery conditions our on-call worker will come in and salt the major streets, they will also look at the conditions and report either to our crew leader or myself if they believe we need to bring in additional staff. We have a policy that we plow everything once it hits 3". We use this as our threshold, otherwise our crew would be in all the time. It is not safe for them to work too many hours without time off and it is not good on our budget.

**MPPA:**

Just wanted to make you aware of the upcoming MPPA Stakeholders meeting. This will be Thursday, May 14, 2026, and it will be held at the Frederick Meijer Gardens, in Grand Rapids. It will be from Noon-6:30 pm, lunch is provided. Please let me know if you would like to attend, I need to give them an accurate count of who will be there. I understand if you are not able to attend. Please only commit if you are able to attend as they use this count for lunch. We do have some time before I need to know your plans.

**Respectfully submitted,**

**Tim Brandys  
Director of Public Services  
Village of Paw Paw**