Village of Paw Paw

Village Council Regular Meeting

Monday, October 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 Nicolas Martinez, David McQueen, Steve Richardson, and Donne Rohr.
IV. **Approval of Agenda**
V. **Approval of Minutes**
- Regular meeting of October 12, 2026

VI. **Authorization to Pay Claims.** October 26, 2026 (Craddock, Rohr); November 9, 2026

VII. **Audience Participation (Limited to 3 minutes per speaker)**
VIII. **Council Member Comments**
IX. **Public Hearings:** None
X. **Special Presentations:** None
XI. **Action Items**
- Consider Domestic Violence Coalition funding
- Authorize extension of DPS Director Contract 2027-2030
- Authorize extension of Police Chief Contract 2027-2030
- Adopt Distributed Energy Resource Policy

XII. **Workshop Item:** Building Conditions at Village Hall

XIV. Closed Session (if necessary) Pursuant to the Michigan Open Meetings Act section 15.268 (d) to discuss the purchase or lease of real property.

XV. Reconvene to Open Session There is a potential that the Council may take action based on the information and discussion occurring during Closed Session.

XVI. 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): Nov. 2 - **7 PM**
- Downtown Development Authority (Plaszczak): Nov. 16 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): TBD - **4 PM**
- Farmers Market (Martinez): Nov. 20 - **5 PM**
- Fire District Board (Craddock):): Nov. 3 - **7 PM**
- Historical Commission (Plaszczak): TBD - **4 PM**
- Housing Commission (Rohr): Oct. 26 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): TBD - **4 PM**
- Planning Commission (Martinez): Nov. 5 - **7 PM**
- Wine & Harvest Board (Craddock): Nov. 4 - **6 PM**

XVI. Council Member Comments

XVII. Manager & Departmental Reports

XVIII. Tabled Items Expected to come back before the Village Council

- None at this time

XIX. Adjournment

Minutes

Minutes, Paw Paw Village Council
Regular Meeting, October 12, 2026

Meeting Convened

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

Members Present

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

Approval of Agenda

Motion by Richardson with support from Craddock to approve the agenda as presented. All members present voting yes, motion carried.

Approval of Minutes

Motion by Martinez with support from McQueen to approve the September 14th and 28th regular meeting minutes. All members present voting yes, motion carried.

Approval of Claims

Motion by Martinez with support from Richardson to approve claims for Monday, October 12, 2026, in the amount of $451,019.09. All members present voting yes, motion carried.

Audience Comments

Amanda Bartlett applauded the Planning Commission for listening and providing answers at the October 8 public hearing regarding Warner Vineyards. She would like staff to also focus on the CDBG grant.

Council Member Comments:

Trustee McQueen believes a Council as a whole should take decibel reads around at different areas of town during the Warner Vineyards concerts.

Action Items:
1027 E MI Ave Commercial Rehab Exemption Certificate Transfer Request

Motion by Craddock with support from McQueen to accept Resolution 2026-16, approving the transfer of an Existing Commercial Rehabilitation Exemption Certificate from Lipson Holdings, LLC to RBC Real Estate, LLC, until the certificate expires December 30, 2027. Roll call vote: Richardson, Craddock, Plaszczak, McQueen and Martinez voting yes, motion carried.

Elm St Project Pay Request #3

Motion by Martinez with support from Richardson to approve pay request No. 3 from Lounsbury Excavating for the Elm St reconstruction project in the amount of $92,750.13. All members present voting yes, motion carried.

F&V Professional Services Agreement Amendment

Motion by Richardson with support from Craddock to amend Fleis & Vandenbrink's service agreement for the Elm Street Reconstruction project, for increase of $8,694.81. All members present voting yes, motion carried.

Adopt Tax Abatement Policy

Motion by Martinez with support from Craddock to adopt the proposed tax incentive policy and accompanying agreement as recommended by the Economic & Residential Opportunity Committee. All members present voting yes, motion carried.

Sign Proposal- Paw Paw Brewing

It was the consensus of Council to allow Ryan Sylvester of the Paw Paw Brewing Co to apply for a zoning variance to erect a sign on Village owned property.

Minutes, Paw Paw Village Council
Regular Meeting, October 12, 2026

Motion by Craddock with support from Richardson to authorize labor consultation services from Eric Marshall at a rate of $45/hour. All members present voting yes, motion carried.	**Eric Marshall as Proposed Labor Consultant**
Motion by Martinez with support from McQueen to accept Wightman's proposal for the development of sewer maintenance program. All members present voting yes, motion carried.	**GIS Integration Proposal**
Manager Myrkle provided an update on the CDBG grant.	**CDBG Update**
Council agrees staff should look into consolidating Village and the Carnegie staff. They approved the contracting of a inspector to analyze the condition of Village Hall.	**Workshop Items: Village Hall Building Conditions**
The Parks & Rec Board will be applying to VBCO's Community Park Grant, in hopes of making upgrades to Kids Paradise.	**Committee Meetings Parks and Rec**
None.	**DDA**
None.	**Economic & Residential Opportunity**
Sunday is the last Farmers Market of the season.	**Farmers Market**
None.	**Fire Board**
The Prospect Hill Cemetery Tour held October 3rd was a success.	**Historical Commission**
None.	**Housing Commission**
None.	**Maple Lake Preservation**
None.	**Planning Commission**
Mary Springer has retirement as secretary of the Wine & Harvest Board.	**Wine & Harvest**
President Plaszczak announced that he will be bringing a proposal to the next Council meeting regarding pledging financial support to the Domestic Violence Coalition.	**Council Member Comments:**
Manager Myrkle will be presenting a proposed energy policy to Council at the next meeting. The winners of the November 3rd election are now mandated to take office on December 1st.	**Staff Comments Myrkle**

DRAFT

Director Brandys reports that Cripps Fontaine broke a water main while doing construction on Elm St, which required a boil water notice for several homes. The new water main has been installed on Elm St. Final water sampling is underway and then the main can go online. **Brandys**

Chief Rottman reports that staff will be picking up all signs in violation of the right of way laws. **Rottman**

Motion by Craddock with support by Richardson to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 8:46pm. **Adjournment**

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszczak
Village President

DRAFT

Domestic Violence Coalition

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Domestic Violence Coalition funding
Date: October 21, 2026

Background

The Domestic Violence Coalition is a non-profit organization serving Van Buren County and operating out of offices here in Paw Paw. Due to several financial setbacks that are unrelated except for timing, they have experienced a sudden and unexpected loss of nearly 1/3 of their annual funding. The most significant of these losses include $72,500 in reductions from the Federal Health & Human Services Department, approximately $20,000 from the United Way and another $5,000 to $6,000 due to a temporary suspension of its federal non-profit status. This has since been reinstated, but the lost funding will not be recovered.

This funding loss is expected to result in the elimination of jobs at the agency, and a corresponding loss of service. This is of particular concern for the Village of Paw Paw because the position most affected is the one providing law enforcement support and emergency response.

The Village of Paw Paw is not allowed by law to provide charitable contributions. However, it is legal and appropriate for the Village to provide funding to non-profit organizations that provide services to the community that the Village could otherwise provide itself. This funding for services must be detailed in a basic contract or agreement outlining the services to be provided.

In the specific case of the Domestic Violence Coalition, it provides many services that the Village would likely provide within the community if it were a larger city with a bigger police department. Please review the included memo from Chief Rottman outlining the many services they provide.

Village President Roman Plasczcak is asking the Council to consider a contribution of $6,000. He has compared this potential donation in both kind and amount to that which the Village contributed over the years to the Paw Paw Quick Response Team.

If the Council wishes to proceed, I will work with Village Attorney Fowler to draft the required agreement for consideration at an upcoming meeting.

Recommendation

Consider a funding commitment for the Domestic Violence Coalition in the amount of $6,000.

PAW PAW POLICE DEPARTMENT

P.0. Box 179 • 114 Harry L. Bush Blvd. • Paw Paw, MI 49079
Phone: 269-657-5501 / Fax: 269-657-5144
email: pppd651@pawpaw.net

ERIC ROTTMAN
Chief of Police

DATE: September 23, 2026

TO: Village Manager Bryan Myrkle

FROM: Chief of Police Eric Rottman

REF: Domestic Violence Coalition

I was able to meet with the Domestic Violence Coalition on the 22nd to go over the services they provide. If we were a much larger department with significantly larger staffing, we would likely have a staff person that would be assigned as a victim coordinator or as victim services. Unfortunately, smaller departments do not have staffing, time or resources to provide the services that are provided by the Domestic Violence Coalition. Listed below are the numerous services that are provided by the Domestic Violence Coalition.

- Assistance with Personal Protection Orders. This includes filling out the paperwork to file for an order, ensuring service of the order, guiding a victim through the process, and attending court with the petitioner.
- Assist domestic violence victims with placement and accompaniment to court hearings.
- Find services such as housing, clothing, and transportation to doctor or hospital visits.
- Accompany and transport victims to sexual assault and strangulation medical exams.
- Work with the prosecutor's office throughout adjudication to reduce the number of victim recantations.
- Ensure the consistency of the court process for victims and the distribution of resource information.
- Assist with victim impact statements.
- Provide conflict mitigation
- Facilitate supportive counseling
- Facilitate court ordered offender programs that focus on anger management, batterers intervention, moral recognition therapy, and substance abuse.
- Hold support groups for victims and their families.
- An emergency response team that can respond to domestic assaults to assist the victim.

It is important to point out that the Domestic Violence Coalition does not just serve domestic violence victims. They also assist in stalking and assault complaints and other referred cases, and they have helped intervene in neighbor issues.

The Domestic Violence Coalition has been instrumental in numerous cases our department has handled. There are two specific examples that I would like to point out. One is a business owner that had a female individual stalking them. The second was an individual who had a former boyfriend tracking her with an Apple Air tag. In both instances they were referred to the Domestic Violence Coalition to obtain assistance in filing for a Personal Protection Order and to get advice and assistance in protecting themselves and their families.

The Domestic Violence Coalition has been a large part of the overall criminal justice system in Van Buren County. Without them, victims would not receive the attention that they deserve as police departments do not have the staffing and resources to provide the equivalent services.

WHAT PERPETRATORS OF WORKPLACE VIOLENCE HAVE IN COMMON, ACCORDING TO NEW SECRET SERVICE REPORT

OCTOBER 21, 2026 POLITICAL NEWS (HTTPS://WWW.WCSY.COM/CATEGORY/ABC/POLITICS/)

(MAILTO:?

In this July 28, 2026, file photo, a U.S. Secret Service Uniformed Division officer patrols outside the perimeter of the White House in Washington, D.C. (Kevin Carter/Getty Images, FILE)

In 2017, a man opened fire on his estranged wife, a special needs teacher at an elementary school in San Bernardino, California, killing her and a student before taking his own life.

The man who carried out the attack had a history of domestic violence, according to the U.S. Secret Service, which in a first-of-its-kind report is detailing common "behaviors of concern" it says are often exhibited before attackers carry out violence.

Nearly three-quarters of those who carried out workplace attacks exhibited such behaviors of concern, according to the report released on Wednesday.

In addition to its protection and financial crime duties, the U.S. Secret Service also houses the National Threat Assessment Center (NTAC), which examines targeted violence and publishes research papers on the topic.

Lina Alathari, who has a Ph. D. in cognitive neuropsychology and leads the center, told ABC News in an interview the report studied incidents from 2016 to 2020. It's also based on interviews with workplaces that practice the training the Secret Service recommends.

"One of the main findings from our report examining mass attacks was that over 40% of the attackers had a history of domestic violence, and when you parse out these 50 subset of workplace attackers, that number goes up to 53%," Alathari said adding that the incidents continue to happen on a "monthly or weekly basis."

Alathari told ABC News the warning signs of the attacks fell on a "continuum."

According to the report: "Some attackers engaged in violence directed at romantic partners or relatives, prompting victims to seek protective orders or restraining orders against the attackers."

About two-thirds of attackers had prior criminal charges, according to the report.

"Other behaviors that elicited concern included attackers making disturbing or threatening statements, exhibiting strange or unusual behaviors, and stalking and harassing others," the report stated.

The incidents the Secret Service studied found that perpetrators were familiar with the workplace — whether they were a former or current employee, a romantic partner who worked at the site or a customer, according to the report.

The report lays out a series of warning behaviors and signs that are typical for those who might carry out targeted workplace violence, like a 22-year-old service member who "experienced multiple stressors, including chronic pain resulting from a motorcycle accident, the ailing health of a loved one, harassment from peers, and numerous reprimands and citations at work due to poor performance and tardiness," before carrying out an attack that killed two on base and injured a third person.

In nearly all of the 50 attacks the Secret Service examined the attacker experienced some kind of stressor, according to the report. Of the attacks studied, retail locations were the most targeted, followed by restaurants, and manufacturing or distribution centers.

The Secret Service found that nearly all of the attacks were carried out by males who acted alone.

According to the report, half of the employees that carried out workplace violence had disciplinary records, such as a man who shot and killed four co-workers in an HR meeting after being given notice that he was being terminated.

The Secret Service said that workplace violence can be prevented by implementing proactive steps — such as securing the support of senior executives at the company to create a team that is aware of threatening or concerning behaviors.

"The Secret Service wanted to make sure that an organization of any size, small, medium, or large, can take this framework, and it's a scalable blueprint for them to start establishing these programs or refine existing programs," Alathari said, adding the Secret Service uses the threat assessment model to protect the president and others every day.

"What we're telling organizations is you have to have resources and trainings for employees to recognize the warning signs, but also the avenues to report this behavior so that someone in the organization has the responsibility for taking action to make sure that preventing a future attack," she said.

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Contracts

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Contract Extensions, Police Chief & Public Services Director
Date: October 23, 2027

Background

Included with your packet for Monday's meeting are two contract extensions, one each for Police Chief and Director of Public Services.

I have had the pleasure of supervising Chief Rottman and Director Brandys for the past 2 and half years, and I am pleased to recommend both for these extensions. I have conducted the necessary performance evaluations, considered comparable pay and benefits packages for their colleagues in other communities and discussed with them what an acceptable compensatory package should be.

I have also discussed these contracts with the Finance Committee, which is recommending their approval.

As ever, it is my intention to be competitive in our hiring and retention of employees by offering pay and benefits commensurate with what they could obtain in similar, nearby communities; while at the same time working to ensure that we are not wasting valuable community resources.

In each case, the salary and benefits proposed place them at neither the highest nor the lowest compensation among their colleagues, and in each case they would only approach the higher end of the current regional pay scale after another 4 years of employment.

Aside from salary, a couple of the notable adjustments in these contracts include leveling non-cause termination severance at 4 months and requiring 60-day notice of resignation for all individual contract

employees. Annual salary adjustments over time range from 3% to 5%, which is commensurate with current annual cost of living expense increases.

Recommendation

Authorize 4-year contract extensions as proposed for Police Chief Eric Rottman and Public Works Director Tim Brandys.

Village of Paw Paw

EMPLOYMENT AGREEMENT

THE AGREEMENT, made and entered into this 1st day of 2027, by and between the Village of Paw Paw, Van Buren County, State of Michigan, a Municipality, hereinafter called " Employer". As party of the first part, and ERIC ROTTMAN, as party of the second part, both of whom understand as follows:

WHEREAS, employer desires to employ the services of said Eric Rottman as Chief of Police of the Village of Paw Paw, and

WHEREAS, it is the desire of the governing board, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee, and

WHEREAS, employee desires to accept employment as Chief of Police of said Village, and

WHEREAS, both parties hereto agree to amend the agreement so as to read as follows:

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

Section 1: Duties

Employer hereby agrees to employ said ERIC ROTTMAN, as Chief of Police of said Employer to perform the functions and duties as allowed and designated by State Law, applicable Ordinances of the Employer, the approved Job Description for Chief of Police, and to perform other legally permissible and proper duties and functions, as the Village Manager shall from time to time assign.

Section 2: Term

A. Employee agrees to remain in the exclusive employment of Employer from January 1, 2027 until December 31, 2030 and the Employer agrees to employ Employee through December 31, 2030.
B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to terminate the services of said Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 5 of this agreement.

Section 3: Relationship to Personnel Policies and Procedures Manual

Should this agreement be in conflict with any provisions of the Personal Policies and procedures Manual, the Employee and Employer agree this agreement shall take precedence. In areas where this agreement is silent, the Personnel Policies and Procedure Manual shall govern Employee and Employee.

Section 4: Termination and Severance Pay

Employer shall have the right to terminate the employee for cause during the term of this agreement or for catastrophic financial reasons affecting the Village. In the event of termination for catastrophic financial reasons or in the event the parties agree to other voluntary termination, the Employer shall give the Employee 60 days advance written notice that his employment is being terminated. In that event, the Employer agrees to pay Employee either a lump sum cash payment or make such severance payments on regular pay dates following termination. Such payment shall be equal to four months aggregate salary including payroll benefits, pension, and healthcare. Further, Employee shall be compensated at 100% for all earned vacation leave and personal leave and at a 50% for all earned sick leave. In the event Employer terminates said employee for cause or for criminal conviction of a felony or other than minor misdemeanor, the Employer shall have no obligation to pay any of the severance pay and benefits described in the paragraph.

Section 5: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the previous mentioned term of his employment, then Employee shall give Employer sixty days (60) written notice in advance, unless the parties otherwise agree. In the event of voluntary resignation without any wrongdoing, Employee shall receive severance payment and benefits as described in Section 4 paragraph A herein above.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of eight (8) successive weeks, Employer shall have the option to terminate this agreement, upon payment of salary and benefits described in Section 4, paragraph A.

Section 7: Insurance

A. Employee agrees to pay twelve (12) percent of the monthly premium cost of the designated insurance plan.
B. Employer agrees to the payment of the cost of the premium for the hospitalization, surgical, comprehensive medical and dental insurance policy for Employee, Employee's spouse and dependents.
C. Employer agrees to provide hospitalization, surgical, and comprehensive medical insurance for Employee, spouse and his dependents and to pay the premiums there on until there is a change in the health insurance and the Employee may be required to pay a portion of the health care insurance provided by the Village.

Section 8: Salary

Employer agrees to pay Employee for his services. Employee's annual base salary shall increase to $104,478.40 or $50.23 per hour. The Employer agrees to pay the Employee the following increases through December 31, 2026.

January 1, 2028: Increase 5% to $52.74/hour ($109,699.20 annual)

January 1, 2029: Increase 5% to $55.38/hour ($115,190.40 annual)

January 1, 2030: Increase 3% to $57.04/hour ($118,643.20 annual)

Section 9: Performance Evaluation

The Manager at their discretion shall review and evaluate Employee on an annual basis.

Section 10: Hours of Work

It is recognized the Employee, as a department head, establishes the work schedules for persons under his directions and himself. It is understood the position the Employee holds may require a great deal of work outside normal office hours, and to that end it is understood the Employee's work schedule may be flexible and irregular. That said, it is also recognized by Employer and Employee that Employer has no expectation for the Employee to work holidays unless Employee schedules himself to work said days. The Employer recognizes that the Employee will observe the following holidays: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day.

Section 11: Automobile

Because of the nature of the functions and duties the Employee performs for the Employer the Employee shall be provided with an unmarked police vehicle to be used during the course of his work day, to and from work and minimal personal use as allowed by regulations of Federal or State agencies.

Section 12: Vacation, Sick and Personal Leave

A. Employee's vacation time shall remain at six (6) weeks (240 hours) during the term of this agreement. All vacation time shall be applied to Employee's account on the anniversary date. Employee shall remain at this level of paid vacation time during the term of this agreement.
B. The Employee may accumulate a maximum of one-hundred twenty (120) hours of unused vacation in their vacation time bank. This one-hundred twenty hours is in addition to the hours earned during the current anniversary year.
C. Employee's sick time shall be cumulative up to two hundred forty (240) hours. The maximum amount of sick leave that can be carried over is two hundred and forty (240) hours. Employee shall earn sick time at the rate of eight (8) hours per month.
D. Annual buy back/pay-out of unused (accrued) leave time shall be subject to established policies for other non-union personnel as described in the Personnel Policies and Procedures Manuel.
E. Buy-back/Pay-out of unused (accrued) leave time upon resignation, termination, or death shall be at one hundred percent (100%). This will include leave time as named in Section 4 and shall include unused vacation, and personal. Accrued sick leave time will be paid out to Employee at time of separation at 50% of Employee's rate of pay.
F. Employee shall be provided five (5) personal days.
G. Employer has the option to pay out the Employee's current comp time bank at the execution of this agreement or to allow Employee to maintain his comp time bank at its current amount upon execution of this agreement. If Employer does not pay out the Employee's comp time bank upon execution of this agreement, then Employee has the ability to utilize the accrued remaining comp time without adding to it. Upon resignation, termination or death any remaining comp time will be paid out at one hundred percent (100%).
H. Employee shall be entitled to other leave as covered in the Personal Policies and Procedures Manual including Section 3.32, 3.33, 3.34, 3.35 and 3.36.

Section 13: Retirement

A. Employer agrees to execute all necessary agreements provided by Municipal Employee's Retirement System (MERS) for Employee's continued participation in MERS Retirement Plan, which is a B-4 plan that includes the FAC-3 option and the F/55 with 20 years of service waiver.
B. Employee agrees to make contributions to said MERS retirement plan in the amount of eight (8) percent on the balance toward the cost of the pension plan.
C. Employer agrees to provide Employee $10 per month to a MERS 457 Plan. Employer agrees to allow Employee to contribute an additional amount on an after-tax basis.
D. Employer agrees to make an annual payment of $3,000, in two equal payments, as a retirement benefit. With each year of this agreement, the first payment shall be made with the first full payroll of July and the second payment shall be made with the first full payroll of December each calendar year.

Section 14: Health and Life Insurance

A. Employer agrees to put into force and make required payments for Employee for major medical, and dependents coverage group insurance covering Employee and his dependents with policies that are provided by the Village for all non-union general employees. Employer agrees to provide Employee with Short Term Disability, dental, and prescription drug insurance as are available to POAM employees.
B. Employer agrees to purchase and pay the required premiums on a term life insurance policy in the amount of $40,000, with beneficiary to be named by Employee.
C. Employee agrees to co-pay 12% of his healthcare insurance premium for the duration of this contract. The co-pay shall be deducted from employee's annual base salary same as other management employees.

Section 15: Subscriptions, Club Membership, and Professional Development

Employer agrees to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local organizations and associations necessary and desirable for his continued professional participation, growth, and advancements, and for the good of the Employer.

Employer agrees to budget for and to pay for travel expenses of Employee for conventions, seminars, and short courses that are necessary for his professional development and for the good of the Employer. Benefits in this section are subject to review and approval by the Village Manager.

Employee is subject to provisions in the Personnel Policies and Procedures Manual Sections 3.12, 3.13, 3.14, and 3.15 with regard to travel away from the Village, travel reimbursement, educational reimbursement and training reimbursement, respectively.

Section 16: Uniforms

In addition to the provision in the Personnel Policies and Procedures Manual Section 3.16 regarding uniforms, Employer agrees to provide for Employee uniforms, equipment, and body armor. Employer agrees to provide Employee a payment of five hundred ($500) dollars toward the purchase of shoes, boots or personal gear. Payment shall be made with the first payroll in March of each year.

Section 17: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any lost professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's functions and duties as Chief of Police. Employer will compromise or settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon.

Section 18: Other Items and Conditions of Employment

A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with provisions of the agreement, or any Village Ordinances or any other law. In the event the Manager and Employee agree to fix any such other term and conditions of employment which require an amendment to this agreement, it is understood, the Manager is required to bring the amendment to the Council for consideration and adoption before such fix shall have authority to take effect.

B. If employees within the Paw Paw Police Officers Association receive a benefit the same shall be afforded to the employee.

Section 19: No Reduction in Benefits

Employer shall not at any time during the term of the agreement reduce salary, compensation or other financial benefits of Employee, except to the degree such a reduction is across the board for all employees, union and non-union, of the Employer.

Section 20: Notices

(1) EMPLOYER: Village Manager Bryan Myrkle
Village of Paw Paw
PO Box 179
Paw Paw, MI 49079

(2) EMPLOYEE: Eric Rottman
8400 Copper Harbor St
Kalamazoo, MI 49009

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General provision

A. The text herein shall constitute the entire agreement.
B. This agreement shall be binding upon and endure to the benefit of the heirs at law and executors of Employee.
C. This agreement shall become effective **January 1, 2027.**
D. If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, illegal, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
E. The Village of Paw Paw Personnel Policies and Procedures Manual is a part of this agreement.

IN WITNESS WHEREOF, the Village of Paw Paw has caused this agreement to be signed and executed on its behalf by the Manager and the Employee has signed and executed this agreement, both in duplicate.

Bryan Myrkle	**Date**	**Eric Rottman**	**Date**
Village Manager		Chief of Police	
Village of Paw Paw		Village of Paw Paw	

Village of Paw Paw

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, ("Agreement"), made and entered into this 1st day of January 2027, by and between the Village of Paw Paw of Van Buren County, State of Michigan, a Municipality, hereinafter called "Employer", as party of the first part, and Tim Brandys, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WHEREAS, Employer desires to employ the services of Employee;

WHEREAS, it is the desire of the Employer, to provide certain benefits, to establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Director of Public Services of said Village.

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

Section 1: Duties

Employer hereby agrees to employ Employee as Director of Public Services to perfom the functions and duties specified in the approved Job Description and Village Ordinances, and to perform other legally permissible and proper duties and functions as the Village Manager shall from time-to-time assign.

Section 2: Term

A. Employee's employment hereunder shall commence on January 1, 2027 ("Effective Date") and shall continue until January 1, 2030, unless terminated earlier pursuant to Sections 4 or 5 of this Agreement. The period during which Employee is employed by the Employer hereunder is referred to as the "Employment Term." In addition, Employee agrees to neither accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

Section 3: Relationship to Personnel Policies and Procedures Manual

A. Should this Agreement be in conflict with any provision of the Personnel Policies and Procedures Manual, the Employee and Employer agree this Agreement shall take precedence. In areas where this Agreement is silent, the Personnel Policies and Procedures Manual shall govern the employment relationship.

Section 4: Telmination and Severance Pay

A. The Employment Term and the Employee's employment hereunder is at-will, and subject to the provisions set forth in Section 4 and 5 may be terminated by either the Employer or the Employee at any time and for any reason.

B. In the event Employee is terminated before expiration of the Employment Term and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to the four (4) months aggregate salary and benefits ("Severance Benefit"); provided that, if the Employee's employment is terminated for Cause, then the Severance Benefit shall be forfeited. Employee shall also be compensated the equivalent hourly rate for any accrued but unused vacation and personal time, and 50% the rate for all earned sick leave; again, provided that such payments shall be forfeited if the Employee is terminated for Cause.

C. Upon termination of the Employee's employment during the Employment Term, the Employee shall be entitled to the compensation and benefits described in this Section 4 and shall have no further rights to any compensation or any other benefits from the Employer.

D. For the purpose of this Agreement, "Cause" is a reasonable good faith determination by the Employer, and is defined by any of the following:
    1. Employee's failure to perform Employee's duties, other than any such failure resulting from incapacity due to physical or mental illness;
    2. Employee's breach of a provision of this Agreement, the Employer's Code of Conduct, the Employee Handbook, or any other of the Employer's policies and procedures;
    3. Employee's engagement in conduct that Employer reasonably determines to create a conflict of interest.
    4. Employee's conviction of, or plea of guilty or nolo contendere to, any felony, or a crime involving embezzlement, conversion of property, fraud, dishonesty, or moral turpitude, whether or not involving the Employer, that in the reasonable good faith judgment of the Employer, renders Employee's continued employment harmful to the Employer;
    5. Employee's misappropriation of Employer's assets, property, or business opportunity, including, without lin l itation, obtaining reimbursement through fraudulent vouchers or expense reports;
    6. Employee's habitual intoxication or drug use; or
    7. Disparaging the Employer, Employee's co-workers and colleagues, or engaging in any conduct that would tend to materially harm their reputation.

E. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than as applicable across the board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, then, in that event Employee may, at his option, be deemed "terminated" at the date of such reduction in salary or benefit or such refusal to comply within the meaning and context of the herein severance provision.

Section 5: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the Employment Term, then Employee shall give Employer sixty (60) days' notice in advance, unless the parties agree otherwise. In the event of voluntary resignation with proper notice, Employee shall receive compensation for all accumulated leave balances through the date of resignation. However, under no circumstances will Employee be eligible for any Severance Benefits following his voluntary resignation.

Section 6: Disability

In the event Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health or a period of consecutive or non-consecutive ten (10) weeks within a twelve (12) month period, Employer shall have the option to terminate this agreement, upon payment of salary and benefits described in Section 4, paragraph B.

Section 7: Salary

Employer agrees to pay Employee for his services. Employees' annual base salary shall increase to $103,262.70 or $49.65 per hour. The Employer agrees to pay the Employee the following increases through December 31, 2026.

January 1, 2028: Increase to $51.13/ hour ($106,359.00 annual)

January 1, 2029: Increase to $52.67/hour ($109,549.00 annual)

January 1, 2030: Increase to $54.25/hour ($112,836.00 annual)

Section 8: Performance Evaluation

A. Annually, the Manager and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Department of Public Services and in the attainment of policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the normal operating and capital budgets and appropriations provided.

Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take flex time off as he shall deem appropriate during said normal office hours, subject to the review and approval of the Village Manager.

Section 10: Outside Activities

Employee shall not engage in any outside employment or business without the express written consent of the Village Manager.

Section 11: Vacation, Sick and Personal Leave

Employee shall accrue and have credited to his personal account; vacation leave at 200 hours per year. Employee may carry up to 120 hours into the following year. Personal and sick leave shall accrue at the same rate as other general employees of the Employer.

Section 12: Health and Life Insurance

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for major medical, and dependent's coverage group insurance covering Employee, his spouse and his dependents, with policies that are provided by the Village for all employees. Alternatively, Employee may opt out of health care coverage an instead receive $5,625 annually, payable in biweekly installments.

B. ,Employer agrees to purchase and pay the required premiums on a term life insurance policy in the amount of $40,000, with beneficiary to be named by Employee.

Section 13: Retirement

A. Employer agrees to execute all necessary agreements provided by Municipal Employee's Retirement System (MERS) for Employee's continued participation in said MERS Retirement Plan and to transfer ownership to succeeding employers upon Employee's resignation or termination. The parties shall fully disclose to each other the financial impact of any amendment to terms of Employee's retirement benefit.

B. Employee agrees to pay a percentage of pay into the MERS Retirement system that is equal to other non-union employees.

Section 14: Subscriptions, Club Membership, and Professional Development

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancements, and for the good of the Employer.

Employer agrees to budget for and to pay for travel expenses of Employee for conventions, seminars, and short courses that are necessary for his professional development and for the good of the Employer. Benefits afforded the employee in this section are subject to the review and approval of the Village Manager.

Section 15: Uniforms

Employer agrees to furnish employee with uniforms and equipment, footwear, and other necessary attire for proper and safe performance of his duties upon approval by the Village Manager.

Section 16: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any loss, claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Public Services. Employer and its insurance carrier reserve the right to compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon, except for criminal prosecution.

Section 17: Other Items and Conditions of Employment

A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with provisions of this agreement, or any Village Ordinances or any other law.

B. Amendments to this Agreement shall be made in writing with both parties approving of the amendments.

C. Employer and Employee shall make reasonable effort to notify each other within 60 days of the termination of this contract if either party intends to enter negotiations to extend this contract or negotiate new terms.

Section 18: No Reduction in Benefits

Employer shall not at any time during the term of the Agreement reduce salary, compensation or other financial benefits of Employee, except to the degree such a reduction is across the board for all employees of the Employer or as provided for elsewhere in this agreement.

Section 19: Notices

(1) **EMPLOYER:** Village Manager
Village of Paw Paw
PO Box 179
Paw Paw, MI 49079

(2) **EMPLOYEE:** Tim Brandys
21354 S. River Rd.
Centerville, MI 49032

All notices required pursuant to the Agreement may be delivered by mail to the party's address listed in this section or may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of mailing via the United States Postal Service.

Section 20: General provisions

A The text herein shall constitute the entire Agreement between the parties.

B. The benefits accrued under this contract shall endure to the benefit of the heirs, assigns, successors, and/or executors of Employee.

C. This Agreement shall become effective January 1, 2027.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, illegal, invalid or unenforceable, the remainder of the agreement, or portion thereof, shall be deemed severable, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Paw Paw has caused this Agreement to be signed and executed on its behalf by the Manager and duly attested by the Village Clerk, and the Employee has signed and executed this agreement, both in duplicate.

Bryan Myrle **Date**	**Tim Brandys** **Date**
Village Manager	Director of Public Services
Village of Paw Paw	Village of Paw Paw

Distributed Energy Resource & Interconnection Policy

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Distributed Energy Resource and Interconnection policy
Date: October 23, 2028

Background

Two weeks ago, I distributed to you electronically a proposed new Distributed Energy and Interconnection policy. We also posted it to our website for review. I am asking you to consider it for adoption at this coming meeting.

The policy is intended to help us address the connection of privately owned energy resources, such as residential solar panels and battery storage units to our system when they are installed on private property. This policy is modeled on those in use by other Michigan municipalities that we obtained through our connections with Michigan Public Power.

This is becoming a more common request, and we currently have electric customers waiting for us to adopt a policy so that we can authorize their planned improvements.

There have been no comments or questions regarding this policy, either from Council members or the general public.

Recommendation

Adopt proposed Distributed Energy Resource and Interconnection Policy