



Village of Paw Paw

Village Council Regular Meeting

Monday, December 8, 2025, 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 Plaszczyk; 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 November 24, 2025
- VI. **Authorization to Pay Claims.** December 8, 2025 (Craddock, Martinez); January 12 (Rohr, McQueen)
- VII. **Audience Participation (Limited to 3 minutes per speaker)**
- VIII. **Council Member Comments**
- IX. **Special Presentations:** None
- X. **Action Items**
 - Revised 457 plan for Chief of Police
 - Pay Application No. 1 for 2025 Street Improvements – Michigan Paving
 - Resolution 2025-14 – PILOT agreement Paw Paw Twp.
 - Resolution 2025-15 – PILOT agreement Paw Paw Public Schools
 - Resolution 2025-16 – PILOT agreement Van Buren County
- XI. **Workshop Items:** None
- 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): Jan. 12 (special) - **4:30 PM**
 - Downtown Development Authority (Plaszczyk): Dec. 15 - **5:30 PM**

- Economic and Residential Opportunity (Plaszczak): *TBD*
- Farmers Market (Martinez): Dec. 19 - **5 PM**
- Fire District Board (Craddock): Jan. 6 - **7 PM**
- Historical Commission (Plaszczak): Dec. 17 - **4 PM**
- Housing Commission (Rohr): Dec. 17 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): Dec. 13 - **4 p.m.**
- Planning Commission (Martinez): Jan. 8 (special) - **7 PM**
- Wine & Harvest Board (Craddock): Jan. 7 - **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, November 24, 2025**

The Regular Village Council meeting of Monday, November 24, 2025, convened at 7:00p.m. at the Paw Paw District Library, Community Room. President Plaszcak presiding.

Meeting Convened

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

Members Present

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

Approval of Agenda

Motion by Martinez with support from McQueen to approve the regular meeting minutes of November 10, 2025. All members present voting yes, motion carried.

Approval of Minutes

Motion by Richardson with support from Hamilton to approve claims for Monday, November 24, 2025, in the amount of \$617,478.87. All members present voting yes, motion carried.

Approval of Claims

None.

**Audience
Participation**

Trustee Hamilton announced that the Hunters Widow Weekend downtown shopping event went well and encouraged the Village to support more events in the future.

**Council Member
Comments
Hamilton**

Trustee McQueen inquired as to whether there was a succession plan for the water lab.

McQueen

Eric Cook, owner of the Strand Theater, discussed possibly applying for a Redevelopment Liquor License for the theater.

**Presentations:
Eric Cook-
Redevelopment
Liquor License for
the Strand Theater**

Motion by Richardson with support from Martinez to approve the road closures from December 11 – 13, 2025, at the locations and times requested by the Christmas Parade Committee. All members present voting yes, motion carried.

**Action Items:
Holiday Events
Street Closures**

Motion by Martinez with support from McQueen to accept Fleis & Vandenbrink's proposal for professional services to conduct a Water System Risk and Resilience Assessment, as required by the America's Water Infrastructure Act (AWIA), for a cost of \$9,750. All members present voting yes, motion carried.

**Water System Risk
and Resilience
Assessment**

**Minutes, Paw Paw Village Council
Regular Meeting, November 24, 2025**

Motion by Hamilton with support from Richardson to approve pay request No. 4 from Riverworks Construction, Inc in the amount of \$168,885.00. All members present voting yes, motion carried.

**Maple Island Bridge
Pay Request #4**

Motion by Martinez with support from McQueen to approve pay request No.25 from Lounsbury Excavating, Inc in the amount of \$33,338.27. All members present voting yes, motion carried.

**DWSRF Pay Request
#25**

Motion by Richardson with support from Martinez to approve change order #4 submitted by Abonmarche/Lounsbury Excavating regarding the water main replacement project, for a reduction of -\$766,410.38. All members present voting yes, motion carried.

**DWSRF Change
Order #4**

Motion by McQueen with support from Martinez to approve Resolution 2025-13, authorizing an amendment to the Maple Island Bridge project grant agreement. All members voting yes, motion carried. Roll call vote; Martinez, McQueen, Plaszcak, Hamilton and Richardson voting yes, motion carried.

**Resolution 2025-13
Maple Island Bridge
Grant Agreement
Extension**

Motion by Martinez with support from Hamilton to allow staff to disburse payments between December 9, 2025-January 11, 2026, provided that Council is thereafter given a listing of all checks disbursed during that time and that all payments follow approved procedures. All members present voting yes, motion carried.

**Claims Approval
December 9, 2025-
January 11, 2026**

It was the consensus of the Council members in attendance that joining a Regional Water & Sewer Authority would not be beneficial to the Village of Paw Paw, at this time.

**Workshop Items:
Market One Request
for Support of
Regional Water &
Sewer Authority**

None.

**Committee Meetings
Parks and Rec**

The DDA Board was in support of the Strand Theater applying for a Development Liquor License. Board Chair, Mary Lou Hartwell, announced that she will be resigning from her position in February.

DDA

None.

**Economic &
Residential
Opportunity**

Jacqueline Hoffman is now the Manager of the Farmers Market. Trustee Martinez will stay on as Assistant Manager. Due to the market's expansion, the Board is looking to possibly relocate next season.

Farmers Market

None.

Fire Board

None.

**Historical
Commission**

None.

Housing Commission

**Minutes, Paw Paw Village Council
Regular Meeting, November 24, 2025**

None.

**Maple Lake
Preservation**

Trustee Martinez may be absent from the next Planning Commission meeting, as his wife be having surgery.

**Planning
Commission**

None.

Wine & Harvest

Manager Myrkle announced that the Village has been in discussion with SafeBuilt, to have them conduct our rental inspections. Due to its aging well system, EGLE would like the Village to extend public water services to the Prospect Manor Mobile Home Park.

Manager Comments

Director Brandys commended DPS Office Manager, Janet Rohl, on her 42 years of service to the Village of Paw Paw.

**Staff Comments
Brandys**

Police Chief Rottman announced that officers will be participating in this year's Shop with a Cop Day at Walmart. The PD will be subject to a LEIN audit in January.

Rottman

Motion by McQueen with support by Richardson to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 8:33pm.

Adjournment

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszcak
Village President

457 Plan Revision



PAW PAW POLICE DEPARTMENT

P.O. 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: December 1, 2025, 2025

TO: Village Manager Bryan Myrkle

FROM: Chief of Police Eric Rottman

REF: MERS HCSP changes

The village was informed in October of this year that MERS would be making changes to how the MERS Health Care Savings Program (HCSP) is structured, and this will affect certain employees. After receiving this information, we had multiple conversations with MERS and determined that the only employees affected were the police union and the Chief of Police. The change starting January 1, 2026, is that there can no longer be any elected post-tax contributions and all contributions will be pre-tax amounts. In addition, all contributions for the police union and the Chief's position must be a set amount for each group, and it must be a "locked" in amount set by the employer.

The police union has agreed to maintain the current pre-tax \$10 amount that they contribute by contract. There are three police union members that contribute extra. They will be contributing this extra amount to their 457 plan moving forward.

Unfortunately, the chief position is slightly more complicated. During this process it came to light that the \$10 the village was supposed to be contributing to my HCSP per my contract has not happened. Instead, the \$10 has been added into my paycheck. This means that the interest I would have earned over the last two years was lost to me. Currently, I am willing to forgo this interest and request that moving forward the \$10 is contributed by the village into my MERS 457 plan. According to MERS this will take a revised 457 agreement with approval of the council.

Currently in the chief group a mandatory pre-tax \$10 is contributed by me to the HCSP and I contribute an additional \$25 out of my check for a total of \$35. As I fall into the category of the Highly Compensated Employees for the village no additional funds over the pre-tax \$10 can be contributed to my HCSP. Moving forward my extra \$25 will go towards my 457 and I will be requesting the village make a change in the 457 wording so that they can contribute the contractual \$10 a month into my 457.

I have spoken with Karima at MERS and there is no action that needs to be taken to continue the pre-tax \$10 for the police union or the chief position. Karima will be sending a document that

needs to go before council to have the \$10 contractual amount deposited into my 457 plan. This change will only be for the chief position and the amount may be changed in the future by a vote of the council.

MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9706

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS 457 Plan Document, subject to the terms and conditions herein.

I. **Employer Name:** Village of Paw Paw
(Name of municipality or court)

Municipality Number: 8002 **Division Number** (if amendment): 400352

II. **EFFECTIVE DATE:** The MERS 457(b) Program will be effective as follows (choose one):

☐ **Original Adoption.** The MERS 457(b) Program will be effective 1st day of _____, 20____, with respect to contributions upon approval by MERS.
(Month) (Year)

☒ To establish a new plan or replace current 457 carrier with the MERS 457 Program.

☐ To add the MERS 457 Program in addition to: _____
(Other plan provider)

VERY IMPORTANT: All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Plan Document provisions.

☒ **Amendment.** The amended MERS 457(b) Program will be

effective 1st day of _____, 20____, with respect to contributions upon
(Month) (Year)

approval by MERS. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. **ELIGIBLE EMPLOYEES:** Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

Probationary Periods (select one):

☒ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported.

The probationary period will be _____ month(s).

☐ No probationary period.

MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9706

www.mersofmich.com

IV. CONTRIBUTIONS (check one):

Frequency:

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld. Changes to the reporting frequency will not require governing body approval, but Primary Contact signature. Contributions will be submitted (check one):

- | | |
|---|--|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Semi-Monthly (twice each month) |
| <input type="checkbox"/> Bi-Weekly (every other week) | <input type="checkbox"/> Monthly |

Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details
of Base, Box 1, and
Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

V. ROTH DEFERRAL CONTRIBUTIONS:

The Program allows Roth deferral contributions and allows for Roth rollover contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth in-plan rollovers are also allowed. Roth in-plan rollovers allow a participant who has reached age 70½ or who has incurred a severance from employment to elect to have all or a portion of their pre-tax contribution account directly rolled into a designated Roth rollover account under the plan if the amount would otherwise be permitted to be distributed as an eligible rollover distribution. Any amounts that are rolled to the Roth rollover account are considered to be irrevocable and may not be rolled back to the pre-tax account.

MERS 457 Participation Agreement

- VI. **LOANS:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

Note that by adopting or removing loans you agree that your selection automatically applies to all other divisions of your MERS 457(b) Plan.

- VII. **AUTOMATIC ENROLLMENT:** ☐ shall be permitted ☐ shall not be permitted

If selected, please complete and attach the [457 Eligible Automatic Contribution Arrangement \(EACA\) Addendum](#).

Note that by adopting or removing Automatic Enrollment you agree that your selection automatically applies to all other divisions of your MERS 457(b).

- VIII. **EMPLOYER CONTRIBUTIONS:** ☒ shall be permitted ☐ shall not be permitted

If selected, please complete and attach the [457 Employer Contribution Addendum](#).

IX. **MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT**

If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

X. **ENFORCEMENT**

1. This Participation Agreement may be terminated only in accordance with the [MERS 457 Plan Document](#).
2. The Employer hereby agrees to be bound by the [MERS 457 Plan Document](#) and all policies adopted by the Board as applicable to the MERS 457 Plan, as these may be amended from time to time.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XI. **EXECUTION**

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Participation Agreement is hereby approved by Village of Paw Paw
on _____ (Name of Approving Employer)
(MM/DD/YYYY)

Authorized signature: _____

Name (printed): _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS 457 Employer Contribution Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Participation Agreement completed by Village of Paw Paw
for Police Chief of 8002
Employee Group Division Number

The Addendum modifies the MERS 457 Participation Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

I. Employer Contributions

The Participating Employer may make matching contributions and/or non-matching contributions. In no event will the employers' matching contributions and participant contributions combined exceed IRS maximums established annually, Section 457(e)(5).

The Participating Employer elects to make contributions as follows (check *Matching*, *Non-Matching*, or both as applicable):

☐ A. Matching Contributions

Employer Contributions shall be made to match all or a portion of a participant's compensation deferred into this Program. The Employer elects the following matching contribution formula (check and complete **Percentage** or **Flat Dollar** and **Employer Cap**, if applicable, below):

☐ **Percentage:** For each payroll period in which the participant deferred compensation into the Program, the Employer will contribute _____% of the deferral amount.
For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

☐ **Flat Dollar:** For each payroll period in which the participant deferred at least \$ _____ to the Program, the Participating Employer will contribute \$ _____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$ _____ per _____ (pay period / year / etc.).

☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed _____% of the participant's compensation as defined by Section 1.9 of the Plan Document.

☒ B. Non-Matching Contributions

The Employer hereby elects to make contributions to the Program without regard to a participant's contribution to the Program. The Employer elects the following contribution formula (check one):

☐ **Annual Contributions:** A one-time annual contribution of \$ _____ or _____% of compensation per participant.

☒ \$ 10 or _____% of compensation per participant **per month**.

Pay Application #1 for 2025 Street Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1
2025 Road Improvements Projects
Village of Paw Paw
VAN BUREN COUNTY, MICHIGAN

CONTRACTOR:

Michigan Paving & Materials
46046 W Red Arrow HWY
Paw Paw, MI 49079

12/2/2025
Project No: 1374

ORIGINAL CONTRACT AMOUNT:	\$191,826.31
Change Order #1 & #2 Amount:	\$5,775.00
Current Contract Amount:	\$197,601.31
Amount Earned to Date:	\$175,636.53
Retainage:	\$10,000.00
Previous Payments:	\$0.00
AMOUNT DUE THIS APPLICATION TO CONTRACTOR:	\$165,636.53

(The Amount Due is the Amount Earned Less Retainage and Previous Payments)

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from the Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. (4) Contractor assumes responsibility for any loss or damage to materials paid for by Owner until the materials are incorporated in the work and the work is accepted. (5) Materials paid for by owner will be used to complete work items in this contract and will remain in the agreed upon location until installation.

CONTRACTOR: Michigan Paving & Materials

By: Nick Ricketts Digitally signed by Nick Ricketts
Date: 2025.12.03 09:31:25 -05'00'

Date: 12/3/2025

ENGINEER: VK Civil

Payment of the above AMOUNT DUE is recommended:

By: _____

Date: 12/04/2025

OWNER: Village of Paw Paw

Approved By Owner:

By: _____

Date: _____

ITEM NO	ITEM	<u>BID QUANTITY</u> <u>WITH ALL CHANGE</u>		UNIT	<u>EXECUTED</u> <u>QUANTITY</u>	<u>UNIT PRICE WITH</u> <u>ALL CHANGE</u>	
		<u>ORDERS</u>				<u>ORDERS</u>	<u>AMOUNT</u>
20	Furnish & Place 8" Thick Aggregate Base CIP 21AA Gravel	322		SYD	0	\$33.00	\$0.00
21	Furnish & Place HMA Pavement 2" MDOT 4E1 Levelling Course	118		TON	133	\$116.00	\$15,428.00
22	Overlay, Furnish & Place HMA Pavement 2" MDOT 4E1 Top Course	182		TON	198	\$120.00	\$23,760.00
23	Furnish & Place MDOT 23A Shoulder Gravel	330		SYD	257	\$15.00	\$3,855.00
HILLCREST SUB-TOTAL							\$81,938.50
ST JOSEPH							
24	Mobilization, Bonds, Permits, & Insurance (5% Maximum)	1		L. SUM	1	\$1,000.00	\$1,000.00
25	Traffic Control	1		L. SUM	1	\$2,000.00	\$2,000.00
26	SECS Measures	1		L. SUM	1	\$500.00	\$500.00
27	Sawcut & Remove Pavement (2" Deep)	852		SYD	765	\$5.50	\$4,207.50
28	Furnish & Place HMA Pavement 2" MDOT 4E1 Top Course	103		TONS	100	\$130.00	\$13,000.00
Change Order 1							
29	Michigan Ave crosswalk striping, 12" white bars	785		LF	1078	\$5.00	\$5,390.00
30	Crosswalk striping mobilization	1		L. SUM	1	\$350.00	\$350.00
Change Order 2							
31	St. Joseph centerline striping, 4" double yellow (including mobilization)	1		L. SUM	1	\$1,500.00	\$1,500.00
ST. JOSEPH SUB-TOTAL							\$27,947.50
TOTAL ALL CONTRACT ITEMS							\$175,636.53

PILOT Agreement Resolutions

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: PILOT Settlements
Date: December 4, 2025

Background

As I have previously reported to you, I have made significant progress over the past few months in reaching settlements with the various taxing jurisdictions of Van Buren County for the remittance of funds due to them from previous PILOT revenue that the Village failed to remit as required.

All taxing jurisdictions have agreed to settle under the terms proposed by the Village, except for the Van Buren County ISD. However, I anticipate we will settle with them after they have had the time to review all the documentation.

I have included three Resolutions and Settlement Agreements in your packet, one each for Paw Paw Township, Paw Paw Public Schools and Van Buren County. You will remember that we have already completed the settlement arrangements with the Van Buren District Library.

One item to note is that the settlement agreement with the school district is slightly different from the other two. The changes are minor and were suggested by their attorneys. Village Attorney Brad Fowler reviewed these proposed changes and recommends that we accept them.

Recommendation

Approve the three Resolutions authorizing settlement with Paw Paw Township, the Paw Paw Public Schools and Van Buren County.

RESOLUTION 25-14

A RESOLUTION TO APPROVE PILOT SETTLEMENT AGREEMENT WITH THE TOWNSHIP OF PAW PAW

At a regular meeting of the Village Council of the Village of Paw Paw held at the Paw Paw District Library located at 609 W. Michigan Ave. in Paw Paw Michigan, on the ____ of _____ 2025.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Trustee _____ and supported by Trustee _____:

WHEREAS, the Village of Paw Paw (the "Village") had Payment in Lieu of Taxes ("PILOT") agreements with three entities, commonly known as The Berkshire, Miller Court, and Medallion-Vintage (collectively, the "Entities"), whereby the Village collected annual service charges from these low-income housing developments instead of assessing property tax; and

WHEREAS, the Village has diligently accepted annual payments from the Entities and has been entrusted with the responsibility to distribute these funds to the appropriate taxing jurisdictions that would otherwise receive property tax revenues from these parcels; and

WHEREAS, in the course of administering the PILOT agreements, the Village, through an oversight, failed to distribute certain payments to the Township of Paw Paw (the "Township"), and has worked collaboratively with the Township to resolve these matters in the spirit of transparency and good faith; and

WHEREAS, the Village engaged in good faith conversations with the Township to seek an amicable resolution to this issue; and

WHEREAS, as a result of the conversations, the Village and the Township have reached a settlement agreement, which has been incorporated into a proposed final settlement agreement, a copy of which is attached to this resolution at **Exhibit A** ("Agreement"); and

WHEREAS, the Village Council has considered the proposed Agreement at a public meeting, after the giving of notice as required by law, and has determined that it is advisable and in the best interests of the Village to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Village Council hereby approves the Agreement, as attached at **Exhibit A**.
2. The Village President and Village Clerk are hereby authorized and directed to sign the Agreement on behalf of the Village, and to take such other steps as may be necessary to effectuate the Agreement.

FURTHER, BE IT RESOLVED, that any resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Karla Tacy, the duly appointed Clerk of the Village of Paw, do hereby certify that the above is a true and exact copy of a Resolution, passed by the Paw Paw Village Council, on the ____ day of _____, 2025, the original of which is on file at the Paw Paw Village Hall.

Karla Tacy, Clerk

EXHIBIT A

PILOT SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the Village of Paw Paw, Michigan (the "Village") and the Township of Paw Paw, Michigan (the "Township").

WHEREAS, the Village had Payment in Lieu of Taxes ("PILOT") agreements with three entities, commonly known as The Berkshire, Miller Court, and Medallion-Vintage (collectively, the "Entities"), whereby the Village collected annual service charges from these low-income housing developments instead of assessing property tax.

WHEREAS, the Village has diligently accepted annual payments from the Entities and has been entrusted with the responsibility to distribute these funds to the appropriate taxing jurisdictions that would otherwise receive property tax revenues from these parcels.

WHEREAS, in the course of administering the PILOT agreements, the Village, through an oversight, failed to distribute certain payments to the Township, and has worked collaboratively with the Township to resolve these matters in the spirit of transparency and good faith.

NOW, THEREFORE, in exchange for the consideration described herein, the sufficiency of which is acknowledged, the parties agree as follows:

3. **Settlement Payment.** In consideration for the waivers, releases, and covenants in this Agreement, the Village and the Township agree that the Village shall pay the Township the total amount of Twenty-Five Thousand Three Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$25,327.84) in a lump sum as repayment for the undistributed service charges from years 2018 through 2023 (the "Settlement Payment") that the Village collected from the Entities. The Settlement Payment shall be paid by the Village to the Township upon the execution of this Agreement.

4. **PILOT Plan.** In consideration for the waivers, releases, and covenants in this Agreement, the Village and the Township agree that the Village shall distribute current and future PILOT payments from year 2024 onward in accordance with relevant laws and regulations.

5. **Release of Claims.** The Township, hereby fully and forever releases and discharges the Village and each of its past and present affiliates, members, employees, officers, directors, attorneys, agents, successors, and assigns, of and from any claim, duty, obligation, or cause of action, and expenses of any kind which now exist, whether known or unknown, suspected or unsuspected, that the Township may possess arising from any omissions, acts, or facts related to the Village's non-distribution of PILOT payments from the Entities to the Township up until and including the date of this Agreement (collectively, the "Claims"). Such Claims include, but are not limited to, any and all claims which arise out of, or result from, or occurred in connection with the failure to distribute annual service charges to the Township that the Village collected per the PILOT agreements the Village entered with the Entities.

6. **No Admission.** The parties are entering into this Agreement for the purpose of avoiding unnecessary controversy. Nothing contained herein and no actions taken by any party

with respect to this Agreement shall be construed as an admission by any party, person or entity of any act of wrongdoing or any liability of any kind, all such liability and wrongdoing being expressly denied.

7. **Entire Agreement.** This Agreement is the entire agreement between the Township and the Village regarding the subject matter hereof and supersedes any and all prior and contemporaneous oral or written agreements or understandings relating the subject matter hereof. Any modification of this Agreement must be in writing and signed by both parties to be binding.

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

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

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

11. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof.

12. **Authority to Execute Agreement.** Each individual signing this Agreement on behalf of the Village of Paw Paw and the Township of Paw Paw hereby represents and warrants that they have received all necessary authorization from their respective legislative bodies to execute this Agreement and to bind their respective municipalities to its terms.

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

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

**Village of Paw Paw
("Village")**

**Township of Paw Paw
("Township")**

Roman Plaszczak
President, Village of Paw Paw

Tom Palenick
Supervisor, Township of Paw Paw

Karla Tacy
Clerk, Village of Paw Paw

Rebecca F. Payne
Clerk, Township of Paw Paw

Date: _____

Date: _____

RESOLUTION 25-15

A RESOLUTION TO APPROVE PILOT SETTLEMENT AGREEMENT WITH THE PAW PAW PUBLIC SCHOOL DISTRICT

At a regular meeting of the Village Council of the Village of Paw Paw held at the Paw Paw District Library located at 609 W. Michigan Ave. in Paw Paw Michigan, on the ____ of _____ 2025.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Trustee _____ and supported by Trustee _____:

WHEREAS, the Village of Paw Paw (the "Village") had Payment in Lieu of Taxes ("PILOT") agreements with three entities, commonly known as The Berkshire, Miller Court, and Medallion-Vintage (collectively, the "Entities"), whereby the Village collected annual service charges from these low-income housing developments instead of assessing property tax; and

WHEREAS, the Village has diligently accepted annual payments from the Entities and has been entrusted with the responsibility to distribute these funds to the appropriate taxing jurisdictions that would otherwise receive property tax revenues from these parcels; and

WHEREAS, in the course of administering the PILOT agreements, the Village, through an oversight, failed to distribute certain payments to the Paw Paw Public School District (the "Schools"), and has worked collaboratively with the Schools to resolve these matters in the spirit of transparency and good faith; and

WHEREAS, the Village engaged in good faith conversations with the Schools to seek an amicable resolution to this issue; and

WHEREAS, as a result of the conversations, the Village and the Schools have reached a settlement agreement, which has been incorporated into a proposed final settlement agreement, a copy of which is attached to this resolution at **Exhibit A** ("Agreement"); and

WHEREAS, the Village Council has considered the proposed Agreement at a public meeting, after the giving of notice as required by law, and has determined that it is advisable and in the best interests of the Village to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Village Council hereby approves the Agreement, as attached at **Exhibit A**.
2. The Village President and Village Clerk are hereby authorized and directed to sign the Agreement on behalf of the Village, and to take such other steps as may be necessary to effectuate the Agreement.

FURTHER, BE IT RESOLVED, that any resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Karla Tacy, the duly appointed Clerk of the Village of Paw, do hereby certify that the above is a true and exact copy of a Resolution, passed by the Paw Paw Village Council, on the ____ day of _____, 2025, the original of which is on file at the Paw Paw Village Hall.

Karla Tacy, Clerk

EXHIBIT A

PILOT SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the Village of Paw Paw, Michigan (the "Village"), a municipal corporation whose primary location is 111 E. Michigan Ave., Paw Paw, Michigan 49079-0179 and the Paw Paw Public School District, a Michigan general powers school district organized and operating pursuant to the Revised School Code, MCL 380.1, et seq., as amended, whose primary location is 119 Johnson Road, Paw Paw, Michigan 49079 (the "District" or the "Board")(individually the "Party," altogether the "Parties").

WHEREAS, the Village had Payment in Lieu of Taxes ("PILOT") agreements with three (3) entities, commonly known as The Berkshire, Miller Court, and Medallion-Vintage (collectively, the "Entities"), whereby the Village collected annual service charges from these low-income housing developments instead of assessing property tax.

WHEREAS, the Village has diligently accepted annual payments from the Entities and has been entrusted with the responsibility to distribute these funds to the appropriate taxing jurisdictions that would otherwise receive property tax revenues from these parcels.

WHEREAS, in the course of administering the PILOT agreements, the Village, through an oversight, failed to distribute certain payments to the District, and has worked collaboratively with the District to resolve these matters in the spirit of transparency and good faith.

WHEREAS, the Parties have agreed to adjust, compromise, and settle permanently all controversies, claims, disputes, and differences existing between them arising out of the PILOT matter.

NOW, THEREFORE, in exchange for the consideration described herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Settlement Payment.** In consideration for the waivers, releases, and covenants in this Agreement, the Village and the District agree that the Village shall pay the District the total amount of Sixty-Four-Thousand Eight Hundred Twenty-One Dollars and Seventy-Two Cents (\$64,821.72) in a lump sum as repayment for the undistributed service charges from years 2018 through 2023 (the "Settlement Payment") that the Village collected from the Entities. The Settlement Payment shall be paid by the Village to the District upon the execution of this Agreement. If the Village later discovers that the settlement payment amount is not accurate, the Village will immediately notify the School District and begin discussions to address the discrepancy.

2. **PILOT Plan.** In consideration for the waivers, releases, and covenants in this Agreement, the Village and the District agree that the Village shall distribute current and future PILOT payments from year 2024 onward in accordance with existing law relevant laws and regulations.

3. **Release of Claims.** The District hereby fully and forever releases and discharges the Village and each of its past and present members, employees, officers, directors, attorneys, agents, successors, and assigns, of and from any or cause of action, and expenses of any kind which now exist, whether known or unknown, that the District may possess arising from any

omissions, acts, or facts related to the Village's non-distribution of PILOT payments from the Entities to the District up until and including the date of this Agreement (collectively, the "Claims"). Such Claims include, but are not limited to, any and all claims which arise out of, or result from, or occurred in connection with the failure to distribute annual service charges to the District that the Village collected per the PILOT agreements the Village entered with the Entities. The Village also agrees to release and discharge the District and Board of Education from any kind of contractual, legal or equitable claim arising during and from this matter.

4. **No Admission.** The Parties are entering into this Agreement for the purpose of avoiding unnecessary controversy. Nothing contained herein and no actions taken by any Party with respect to this Agreement shall be construed as an admission by any Party, person or entity of any act of wrongdoing or any liability of any kind, all such liability and wrongdoing being expressly denied.

5. **Entire Agreement.** This Agreement is the entire agreement between the District and the Village regarding the subject matter hereof and supersedes any and all prior and contemporaneous oral or written agreements or understandings relating the subject matter hereof. Any modification of this Agreement must be in writing and signed by both Parties to be binding. No verbal assurances exist or can alter these provisions

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

7. **FOIA.** The Parties acknowledge that this Agreement is subject to disclosure under the Freedom of Information Act (FOIA). The District agrees that it will not release this document pursuant to a request under FOIA or other relevant state or federal law unless such request has been reduced to writing in accordance with the terms of FOIA or other relevant state or federal law.

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

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

10. **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof.

11. **Authority to Execute Agreement.** Each Party signing this Agreement on behalf of the Village and the District hereby represents and warrants that they have received all necessary authorization from their respective legislative bodies to execute this Agreement and to bind their respective municipalities to its terms.

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

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

**Village of Paw Paw
("Village")**

**Paw Paw Public School District
("District")**

Roman Plaszczak
President, Village of Paw Paw

Brent McNitt
President, Paw Paw Public School District
Board of Education

Karla Tacy
Clerk, Village of Paw Paw

Ray Martin
Secretary, Paw Paw Public School District
Board of Education

Date: _____

Date: _____

RESOLUTION 25-16

A RESOLUTION TO APPROVE PILOT SETTLEMENT AGREEMENT WITH THE VAN BUREN COUNTY

At a regular meeting of the Village Council of the Village of Paw Paw held at the Paw Paw District Library located at 609 W. Michigan Ave. in Paw Paw Michigan, on the ____ of _____ 2025.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Trustee _____ and supported by Trustee _____:

WHEREAS, the Village of Paw Paw (the "Village") had Payment in Lieu of Taxes ("PILOT") agreements with three entities, commonly known as The Berkshire, Miller Court, and Medallion-Vintage (collectively, the "Entities"), whereby the Village collected annual service charges from these low-income housing developments instead of assessing property tax; and

WHEREAS, the Village has diligently accepted annual payments from the Entities and has been entrusted with the responsibility to distribute these funds to the appropriate taxing jurisdictions that would otherwise receive property tax revenues from these parcels; and

WHEREAS, in the course of administering the PILOT agreements, the Village, through an oversight, failed to distribute certain payments to the Van Buren County (the "County"), and has worked collaboratively with the County to resolve these matters in the spirit of transparency and good faith; and

WHEREAS, the Village engaged in good faith conversations with the County to seek an amicable resolution to this issue; and

WHEREAS, as a result of the conversations, the Village and the County have reached a settlement agreement, which has been incorporated into a proposed final settlement agreement, a copy of which is attached to this resolution at **Exhibit A** ("Agreement"); and

WHEREAS, the Village Council has considered the proposed Agreement at a public meeting, after the giving of notice as required by law, and has determined that it is advisable and in the best interests of the Village to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Village Council hereby approves the Agreement, as attached at **Exhibit A**.
2. The Village President and Village Clerk are hereby authorized and directed to sign the Agreement on behalf of the Village, and to take such other steps as may be necessary to effectuate the Agreement.

FURTHER, BE IT RESOLVED, that any resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Karla Tacy, the duly appointed Clerk of the Village of Paw, do hereby certify that the above is a true and exact copy of a Resolution, passed by the Paw Paw Village Council, on the ____ day of _____, 2025, the original of which is on file at the Paw Paw Village Hall.

Karla Tacy, Clerk

PILOT SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the Village of Paw Paw, Michigan (the "Village") and Van Buren County, Michigan (the "County").

WHEREAS, the Village had Payment in Lieu of Taxes ("PILOT") agreements with three entities, commonly known as The Berkshire, Miller Court, and Medallion-Vintage (collectively, the "Entities"), whereby the Village collected annual service charges from these low-income housing developments instead of assessing property tax.

WHEREAS, the Village has diligently accepted annual payments from the Entities and has been entrusted with the responsibility to distribute these funds to the appropriate taxing jurisdictions that would otherwise receive property tax revenues from these parcels.

WHEREAS, in the course of administering the PILOT agreements, the Village, through an oversight, failed to distribute certain payments to the County, and has worked collaboratively with the County to resolve these matters in the spirit of transparency and good faith.

NOW, THEREFORE, in exchange for the consideration described herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Settlement Payment.** In consideration for the waivers, releases, and covenants in this Agreement, the Village and the County agree that the Village shall pay the County the total amount of Fifty-Seven-Thousand-Eight-Hundred-Seventy-Three Dollars and Twenty-Nine Cents (\$57,873.29) in a lump sum as repayment for the undistributed service charges from years 2018 through 2023 (the "Settlement Payment") that the Village collected from the Entities. The Settlement Payment shall be paid by the Village to the County upon the execution of this Agreement.

2. **PILOT Plan.** In consideration for the waivers, releases, and covenants in this Agreement, the Village and the County agree that the Village shall distribute current and future PILOT payments from year 2024 onward in accordance with relevant laws and regulations.

3. **Release of Claims.** The County, hereby fully and forever releases and discharges the Village and each of its past and present affiliates, members, employees, officers, directors, attorneys, agents, successors, and assigns, of and from any claim, duty, obligation, or cause of action, and expenses of any kind which now exist, whether known or unknown, suspected or unsuspected, that the County may possess arising from any omissions, acts, or facts related to the Village's non-distribution of PILOT payments from the Entities to the County up until and including the date of this Agreement (collectively, the "Claims"). Such Claims include, but are not limited to, any and all claims which arise out of, or result from, or occurred in connection with the failure to distribute annual service charges to the County that the Village collected per the PILOT agreements the Village entered with the Entities.

4. **No Admission.** The parties are entering into this Agreement for the purpose of avoiding unnecessary controversy. Nothing contained herein and no actions taken by any party with respect to this Agreement shall be construed as an admission by any party, person or entity

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

Village of Paw Paw
("Village")

County of Van Buren
("County")

Roman Plaszcak
President, Village of Paw Paw

Paul Schincariol
Paul Schincariol
Vice Chairman, Van Buren County
Board of Commissioners

Karla Tacy
Clerk, Village of Paw Paw

Suzie Roehm
Suzie Roehm
Clerk, Van Buren County

Date: _____

Date: 11/25/2025



VAN BUREN COUNTY BOARD OF COMMISSIONERS

FINANCE

VILLAGE OF PAW PAW – PAYMENT IN LIEU OF TAXES (PILOT) SETTLEMENT RESOLUTION

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the Village of Paw Paw has identified an error in the administration of certain Payments in Lieu of Taxes (PILOT) collected from three affordable housing developments, whereby it failed to distribute the required share to other taxing jurisdictions, including Van Buren County; and,

WHEREAS, these PILOT agreements allowed the property owners to make reduced payments in lieu of standard property taxes in exchange for maintaining affordable rental housing, and it was the responsibility of the Village to distribute these payments proportionally to impacted taxing units; and,

WHEREAS, the Village has acknowledged that it did not properly remit Van Buren County's share of these PILOT payments over a period covering Fiscal Years 2018 through 2023, and now seeks to rectify this by offering full payment of the amounts due for those years; and,

WHEREAS, the Michigan Department of Treasury has reviewed the PILOT payment history and determined that Van Buren County is owed 10.203 percent of the total \$567,218.41 collected by the Village during FY18-FY23, amounting to \$57,873.29, which will be remitted to the County in a single payment upon execution of the settlement agreement; and,

WHEREAS, for Fiscal Year 2024, the Village will separately remit the full PILOT share due to the County in the amount of \$11,222.90, based on the most recent computation by the Department of Treasury, reflecting a distribution rate of 9.946 percent; and,

WHEREAS, the Village has also committed to full compliance with proper PILOT distribution practices moving forward, including distribution from an additional PILOT agreement recently executed for the Paw Paw Arms and Vineyard Villas developments, with the first payment expected in 2026 for FY2025; and,

NOW, THEREFORE BE IT RESOLVED, that we, the Van Buren County Board of Commissioners, approve the Settlement Agreement with the Village of Paw Paw for the recovery of outstanding PILOT payments totaling \$57,873.29 for Fiscal Years 2018–2023 and acknowledge the forthcoming payment of \$11,222.90 for Fiscal Year 2024.

Signed: Gay Patterson Gladney
Keith Smith
Paul Schmitt
Wendy Kille
Lina Spary

Date: November 25, 2025

FOR CLERK'S USE ONLY

MOTION BY: _____
SECONDED BY: _____

CARRIED ☐
NOT CARRIED ☐