



Village of Paw Paw
Village Council Regular Meeting

April 13, 2026, 7 PM

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

Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call: President Roman Plaszczak; President Pro-Tem Douglas Craddock; Trustees Holly Hamilton, Nicolas Martinez, David McQueen, Steve Richardson, and Donne Rohr.
- IV. Approval of Agenda
- V. Approval of Minutes
 - Regular meeting of March 23, 2026
- VI. Authorization to Pay Claims. April 13, 2026 (Hamilton, Richardson), April 27, 2026 (Martinez, McQueen)
- VII. Audience Participation (Limited to 3 minutes per speaker)
- VIII. Council Member Comments
- IX. Special Presentation: Police Chief Eric Rottman – Annual Report
- X. Action Items –
 - Warner Vineyards Site Plan
 - Authorization to bid on dump truck and asphalt roller
 - Potential purchase well site
 - Authorize extension of Village Manager Contract
 - Project scope change No.2 – Abonmarche – Maple Island
 - Pay request No.7 – Milbocker & Sons for Briggs Dam
 - Change Order No. 2 – Briggs Dam
- 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): May 4 – 7:30 PM
- Downtown Development Authority (Plaszczak): April 20 - 5:30 PM
- Economic and Residential Opportunity (Plaszczak): May 21 - 4:00 PM
- Farmers Market (Martinez): April 16 – 5:00 PM
- Fire District Board (Craddock): May 5 – 7:00 PM
- Historical Commission (Plaszczak): June 10 – 4:00 PM
- Housing Commission (Rohr): April 20 – 3:00 PM
- Maple Lake Preservation & Improvement (Plaszczak): *TBD*
- Planning Commission (Martinez): April 2 – 7:00 PM
- Wine & Harvest Board (Craddock): May 6th – 6:00 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, Paw Paw Village Council
Regular Meeting, March 23, 2026**

The Regular Village Council meeting of Monday, March 23, 2026, convened at 7:00p.m. at the Paw Paw District Library, Community Room. President Plaszczyk presiding.

Meeting Convened

Present: President Roman Plaszczyk, Pro Tem Douglas Craddock (excused), Trustees Steve Richardson, Holly Hamilton, Nicolas Martinez, David McQueen and Donne Rohr. Also present: Village Manager Bryan Myrkle and Police Chief Eric Rottman.

Members' Present

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

Approval of Agenda

Motion by Martinez with support from Hamilton to approve the regular meeting minutes of March 9, 2026. All members present voting yes, motion carried.

Approval of Minutes

Motion by Richardson with support from Hamilton to approve claims for Monday, March 23, 2026, in the amount of \$908,913.74. All members present voting yes, motion carried.

Approval of Claims

None.

Audience Participation

None.

**Council Member
Comments:**

Motion by Rohr with support from Richardson to enter into a public hearing to receive public comment regarding amendments to the Heritage Woods PUD at 7:10 PM. Roll call vote; Richardson, Hamilton, Plaszczyk, McQueen, Rohr and Martinez voting yes, motion carried.

**Public Hearing:
Heritage Woods PUD
Amendment**

Developer Greg Watts clarified reducing the number of units from 38 to 37.

Rena Noeldner voiced her concern regarding the amount of fill dirt brought to the site.

Trustee McQueen commented about checking on wetlands before starting development.

Motion by Rohr with support from Martinez to close the public hearing at 7:24 pm. Roll call vote; Richardson, Hamilton, Plaszczyk, McQueen, Rohr and Martinez voting yes, motion carried.

**Action Items:
Heritage Woods PUD
Amendment**

Motion by Martinez with support from Rohr to approve the Heritage Woods PUD amendments, subjective to following the five conditions listed on Planner Anderson's March 17th report. All members present voting yes, motion carried.

**Minutes, Paw Paw Village Council
Regular Meeting, March 23, 2026**

A decision regarding Warner Vineyards' parking request has been tabled. Manager Myrkle will draft a parking agreement to present to Council.

Motion by Rohr with support from McQueen for the Village to enter into an Addressing Services Agreement with Van Buren County. All members present voting yes, motion carried.

Motion by Rohr with support from Martinez to adopt Resolution 26-07 authorizing application to the Michigan Natural Resources Trust Fund for a Maple Lake Improvement Project. Roll call vote; Martinez, Rohr, McQueen, Plaszczak, Hamilton and Richardson voting yes, motion carried.

Motion by Rohr with support from Martinez to award the Elm Street project bid to Lounsbury Excavating in the amount of \$534,021, contingent on the change order to the units. All members present voting yes, motion carried.

Motion by Hamilton with support from Richardson to accept Fleis & Vandenbrink's proposal for construction engineering and management of the Elm Street Reconstruction project, for the amount of \$63,900. All members present voting yes, motion carried.

Motion by Rohr with support from McQueen to approve repairs to Lift Station #1, for an amount not to exceed \$145,987. All members present voting yes, motion carried.

Motion by Rohr with support from Martinez to approve replacement of a damaged light pole in front of Village Hall on East Michigan Ave, for the amount of \$20,666. All members present voting yes, motion carried.

Motion by Rohr with support from McQueen to W.P. Roofing's quote of \$14,800 to repair the roof of the motor pool garage. All members present voting yes, motion carried.

Motion by Rohr with support from McQueen to reappoint the Board and Committee members listed in the attachment with the addition of the Farmers Market Board, Maple Lake Committee and Historical Commission members. All members voted yes, motion carried.

None.

The DDA Board discussed painting the lettering on the Carnegie building, obtaining a FM radio transmitter and the downtown flowers.

None.

**Warner Vineyards
Parking Request**

**VBCO Addressing
Services Proposal**

**Resolution 26-07
Amphitheater Park
MDNR Grant
Application**

**Elm Street
Reconstruction Project
Bid Award**

**Elm Street Project
Construction
Management Agreement
Fleis & Vandenbrink**

Lift Station #1 Repairs

**East MI Ave Light Pole
Repair**

**Motor Pool Garage Roof
Repair**

**2026 Board &
Committee
Appointments**

**Committee Meetings
Parks and Rec**

DDA

**Economic & Residential
Opportunity**

Farmers Market

**Minutes, Paw Paw Village Council
Regular Meeting, March 23, 2026**

The Farmers Market Board discussed the upcoming season and a kickoff potluck. May 17th is the first day of market.
None.

The Historical Commission will be hosting the Prospect Hill Cemetery Tour again this year.

Charles Black resigned as the Director of the Housing Commission.

The March 17th Maple Lake Improvement Committee meeting was canceled.

None.

None.

Trustee Rohr noted that water was flowing over the new weir at Briggs Dam.

Trustee McQueen discussed the condition of the parking lot at Briggs Dam from the heavy construction vehicles.

Manager Myrkle discussed his April contract renewal. He recently went over the lease agreement with Paw Paw Schools for the water wells located on school property.

Police Chief Rottman reports that Office Manager Marler hopes to return from medical leave by the end of the month. He notes one of the department's officers is looking for an out-of-state position.

Motion by Craddock with support by McQueen to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 8:44pm.

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Płaszczak
Village President

Fire Board

Historical Commission

Housing Commission

**Maple Lake
Preservation**

Planning Commission

Wine & Harvest

**Council Member
Comments
Rohr**

McQueen

Manager Comments

**Staff Comments
Rottman**

Adjournment

Warner Vineyards Site Plan

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Warner Vineyard expansion site plan
Date: April 10, 2026

Background

The Village of Paw Paw Planning Commission has been working with Warner Vineyards for several months to reach agreement on an amended Outdoor Entertainment Venue Special Land Use approval, together with a site plan for a proposed expansion of the venue itself.

At a special meeting held on April 9, the Planning Commission granted conditional approval of the Special Land Use request. The specific condition of this approval is an acknowledgement by both the Commission and the Applicant that the issue of spill-over sound and noise during concerts remains unresolved; and the Village will continue working to address the problem. The eventual solution could take the form of further regulation of sound levels and/or the number of concerts allowed.

The Planning Commission also desires that the Village retain the services of an appropriate sound professional who will be working directly for the Village, and who will be able to provide advice on this matter.

In order for the SLU approval to be valid, and in order for Warner Vineyards to proceed with its improvements, they must have a valid development site plan. The Planning Commission has reviewed these plans with the applicant, and held the required public hearing, and is recommending approval of the plan to the Village Council. This approval is also conditional, as is typically the case of all site plans, because the applicants must follow through with required permitting and inspections requirements.

However, due to the complex nature of this proposal and its tie to the Special Land Use ordinance, there are more conditions than normal. Please refer to the attached communication from Village Planner Tricia Anderson for more information about these conditions. I am only including the most recent and relevant memo from Ms. Anderson, because including several months of back-and-forth communication with the Planning Commission, as well as the extensive meeting minutes would be impractical due to the size, nor do I think you would find time to read them all prior to the meeting on Monday. That said, if any of you would like to review them, I can send them to you electronically.

As a point of clarification or just as a reminder, the Planning Commission itself has jurisdiction over the Special Land Use approval, while the Village Council has ultimate authority over the site plan.

The site plan drawings are included here for your reference. They include plans for an enlarged stage, additional decking along the river, a bridge intended for patron use, a row of special shipping containers that are being remodeled to serve as bar and food service stations, restroom facilities and elevated seating. Other plan elements include a relocated dumpster corral and a second potential elevated seating area intended to mimic the design of the original stage.

Two important details – Warner has purchase additional property from Honor Credit Union to make room for the new structures, and Warner is also engaged with the Michigan Department of Environment, Great Lakes and Energy to ensure that his development plans are fully permitted as required by law.

Recommendation

Consider approval of the proposed Warner Vineyard site plan, subject to conditions as detailed by Village Planner Tricia Anderson.

MEMORANDUM

To: Planning Commission
Date: April 8, 2026
From: Tricia Anderson, AICP
RE: Warner Vineyards Outdoor Event Venue Site Plan – Conditional Approval

At the April 2, 2026 regular meeting, the Planning Commission collectively agreed to consider taking action on the site plan separate from the proposed amendments to the special land use for outdoor event venue for Warner Vineyards, at a future meeting to provide the Village Manager and Planner time to prepare findings and recommended conditions at the future meeting.

The purpose of this memorandum is to provide a summary of our findings as it relates only to the site plan for the Warner Vineyards outdoor event venue special land use, and to provide a list of recommended conditions to be associated with an approval, if the Planning Commission is inclined to offer one.

The site plan provided by the applicant, dated 3/19/26, is the iteration of the plan that these findings and recommended conditions are based on.

Findings.

1. The applicant was granted a special land use permit by the Planning Commission for an outdoor entertainment venue on April 3, 2025 for the parcels identified below within the Village of Paw Paw:

Address	Parcel Number	Size	Zoning District
706 S. Kalamazoo Street	80-47-583-044-10	0.84 Acres 36,405 sq. ft.	B-2 General Business
(Unaddressed) S. Kalamazoo St.	80-47-160-006-10	0.70 Acres 30,421 sq. ft.	B-2 General Business

2. The applicant applied in early 2026 for an amendment to the special land use permit, and submitted a site plan to demonstrate the following proposed improvements:
 - a. New 120' x 18' riverside deck.
 - b. Remove existing stage and roof structure (relocate or salvage).
 - c. Seven (7) double-stacked shipping containers, retrofitted and placed on footings for concessions, merchandise, sales, and toilet rooms with stairs to an

unenclosed suite sitting area above, to be located on land purchased from the parcel located at 422 Kalamazoo Street.

- d. Permanent connections to water and sanitary sewer to the shipping container restrooms.
 - e. Relocate generator.
 - f. Future building expansion area.
 - g. New 50' wide x 32' deep x 24' high stage elevation with roof and back enclosed and sides partially enclosed.
 - h. New three-dumpster trash enclosure.
 - i. Extension of the concrete drive and fire lane.
 - j. Additional bridge across the Paw Paw river for pedestrian access.
3. The Planning held a public hearing and discussed the proposed changes to the site plan over the course of three regularly scheduled meetings on February 5, 2026, March 5, 2026, and April 2, 2026.
 4. The Planning Commission acknowledges that the site plan can be addressed separately, as a recommendation is needed for the Village Council to consider an approval of the site plan. The Planning Commission, consideration of the special land use amendment for the outdoor entertainment venue will be considered in a separate motion.
 5. The Planning Commission also acknowledges that the site plan may be conditionally approved, and that the site plan approval does not constitute an approval of the special land use amendments.
 6. The Planning Commission generally supports the economic benefits that are brought by the concerts offered at Warner Vineyards, however, not at the expense of the safety of concert goers, nor at the detriment of nearby residential neighborhoods, and thus, any approval granted to the site plan will be conditional upon meeting the conditions and timeframes set forth in this memorandum.
 7. The Village Planner has reviewed the site plan and has outlined areas that require additional attention to be considered compliant with the requirements of the Village of Paw Paw Zoning Ordinance. These areas are described further in the recommended conditions listed below.

A suggested motion is provided on the following page.

Suggested Motion.

I move to forward a recommendation for [approval with conditions, approval as proposed, denial] to the Village Council for the site plan only (last revision dated 3/19/26), as associated with the proposed Warner Vineyards outdoor entertainment venue special land use amendment, which will be considered at a future Planning Commission meeting date, for the subject site located at 706 Kalamazoo Street (PPN: 80-47-583-044-10) and the unaddressed parcel on S. Kalamazoo Street (PPN: 80-47-160-006-10), subject to the following conditions:

1. Prior to the issuance of any permits, the applicant shall have paid all application, permit, reimbursable escrow, and other fees related to the request.
2. The approved site plan shall comply with all applicable federal, state, and local requirements. Copies of all applicable permits from EGLE or any other agency shall be submitted to the Village, prior to the issuance of any permits for construction on the subject site.
3. The site plan shall be revised to reflect any proposed structures that are subject to permitting by EGLE for construction in the floodplain, prior to the issuance of any building or zoning permits for any construction on the subject site.
4. The applicant shall address any and all requirements of the Director of Public Services related to site access from public streets, utility connections, and other matters under the purview of DPS.
5. The applicant shall address any and all requirements of the Van Buren County Drain Commission as it relates to stormwater management and soil erosion and sedimentation control, prior to the issuance of any permits for construction on the subject site.
6. The applicant shall comply with any all requirements of the Village of Paw Paw Fire Department and Village of Paw Paw Police Department. Any necessary revisions to the site plan to effect desired by the Fire Department or Police Department shall be made prior to the issuance of any permits for construction on the subject site.
7. The applicant shall revise the site plan to include the set maximum occupancy of the site at 2,890 persons, as determined by the Fire Department, prior to the issuance of any permits for construction of improvements on the subject site.
8. The applicant shall request a waiver from the Village Council from the requirement to provide all parking within 300' of the subject site.
9. The applicant shall revise the site plan to provide parking calculations consistent with the prescribed parking quantities for an "stadium, sports arena, or similar place of outdoor public assembly" which requires one parking spaces for each three seats, or 10 feet of bench to accurately reflect the actual parking needs of the site in accordance with Section 42-404(8)2.m.

10. The applicant shall provide agreements for all off-site parking areas which shall meet the total the number of parking spaces required by Section 42-404(8)2.m., prior to the issuance of any permits for construction of the improvement on the subject site.
11. The applicant shall provide details on any and all permanent outdoor lighting on the site, excluding stage lighting, which shall comply with Section 42-405 in illumination and light trespass.
12. Any new signage for the site shall comply with Article VI, Signs, and shall be addressed under a separate zoning and building permit.
13. The applicant shall provide documentation demonstrating Village approval of the land purchase from the parcel located at 422 Kalamazoo Street with PPN 80-47-160-005-02, as well as a recorded copy of the deed, prior to any construction activity, including grading, on the subject site.
14. The applicant shall provide an updated legal description on the revised site plan to reflect the incorporation of the land purchased from 422 Kalamazoo Street, prior to the issuance of any permits for construction activity on the subject site.
15. The applicant shall provide any written recorded agreements between Warner Vineyards and St. Julian Winery that would describe the legal and lawful access to the Warner Vineyards site from the St. Julian Winery property located at 710 S. Kalamazoo Street, PPN: 80-47-583-043-06). If no agreement is in place, the applicant shall enter into an agreement with the property owner of said property to document the legal and lawful access from the west property line of the subject site.
16. The applicant shall revise the site circulation exhibit to remove overlap of different overlays and simply depict areas where pedestrians will be permitted to move about the site, while including arrows of more contrasting colors to depict directional movements of pedestrians, prior to the issuance of any permits for construction of improvements on the subject site.
17. The applicant shall provide a parking exhibit which depicts the location of all parking areas, number of spaces provided for each, days and hours of which each is available for use, planned pedestrian movements between the parking area and subject site, and parking areas that will be attended during events to direct parking, prior to the issuance of any permits for construction of improvements on the subject site.
18. The shipping container structures shall not exceed the maximum height limit in the B-2 zoning district.
19. The applicant shall not have the shipping container structures delivered to the site for placement until the building inspector has reviewed and approved the design of the stacked containers in accordance with the applicable building code, and has issued a building permit.

20. The applicant shall revise the site plan to include screening details for the dumpster enclosure prior to the issuance of any permits for construction of improvements on the subject site.
21. The Planning Commission approves the design of the shipping container structure, and authorizes a deviation from the standards set forth in Sections 42-255(a) and (b), based on the acceptable design of the shipping container structures for concessions/bar, restrooms, and upper unenclosed seating.

We will not be in attendance at the upcoming meeting; however, we are available the day of the meeting for any questions if they arise.

PLANS PREPARED BY:



AR ENGINEERING
 1000 W. 10TH ST., SUITE 100
 ANKENY, IOWA 50013
 PHONE: 515-963-1111
 FAX: 515-963-1112
 WWW.ARENGINEERING.COM

DATE: 03/19/2026
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]



NO.	ISSUED FOR:	DATE	BY:
1	ISSUED FOR:		
2	ISSUED FOR:		
3	ISSUED FOR:		
4	ISSUED FOR:		

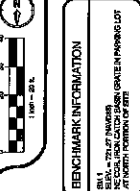
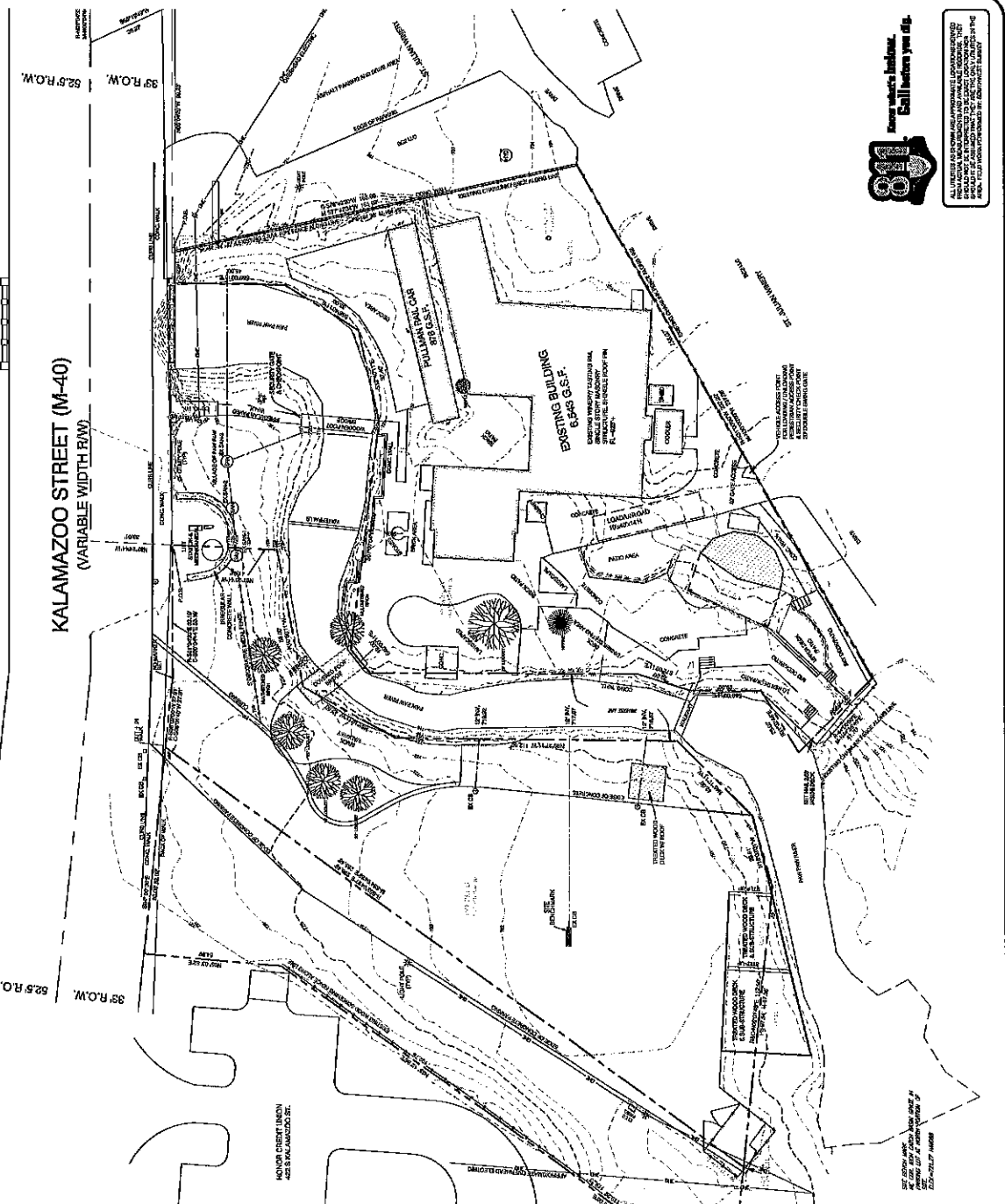
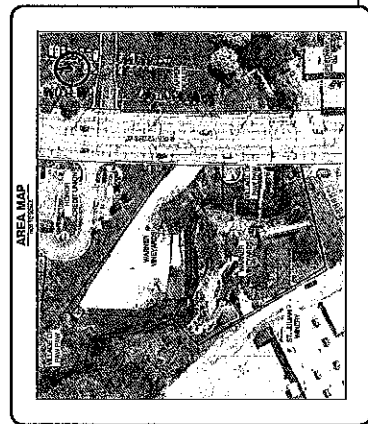
EXISTING CONDITIONS
 WARNER VINEYARDS
 SCHLEY NELSON ARCHITECTS
 708 S KALAMAZOO ST
 SECTION 19, T09S, R14W

JOB NUMBER:
2604402
 DATE:
03/19/2026

SHEET NUMBER:
C1.0

BENCHMARK INFORMATION

BM 1 - 100 FT ANCHOR BOLT
 CENTER POINT OF LOT
 AT NORTH CORNER OF SITE


ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DETERMINED BY FIELD SURVEY. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

PLANS PREPARED BY



AR ENGINEERING
 CIVIL ENGINEERING
 1000 S. KALAMAZOO ST. SUITE 100
 KALAMAZOO, MI 49001
 PHONE: 268-4402
 FAX: 268-4403
 WWW: ARENGINEERING.COM

DATE: 03/19/2026
 DRAWN: [blank]
 CHECKED: [blank]
 APPROVED: [blank]



ANDREW KESSEL, EIT
 NO. 107292
 STATE OF MICHIGAN

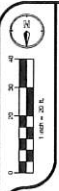
NO.	DATE	ISSUED FOR
1	02/23/2026	SITE PLAN COMMENTS
2	03/19/2026	SITE PLAN COMMENTS
3		
4		

SITE CIRCULATION
 WARNER VINEYARDS
 SOULEY NELSON ARCHITECTS
 706 S KALAMAZOO ST
 SECTION 13, T03S, R14W

JOB NUMBER
2604402

DATE
03/19/2026

SHEET NUMBER
C2.1



KALAMAZOO STREET (M-40)
 (VARIABLE WIDTH R/W)



LEGEND

- FIRE LAKE
- NEW IMPROVEMENTS
- GENERAL ADJUNCTION (LAWN CHAIRS ONLY)
- PEDESTRIAN WALKWAYS
- PIT AREA
- VEHICLE CIRCULATION (NO EVENT)
- CUSTOMER CIRCULATION (NO VEHICLES)
- STAFF CIRCULATION (NO VEHICLES)
- CUSTOMER CIRCULATION (EVENTS ONLY)
- EMERGENCY/LOADING

NOTE: ALL VEHICLES MUST BE DIRECTED AWAY FROM THE PARKING LOT BY STAFF FOR EMERGENCY VEHICLE ACCESS

811
 Know what's below.
 Call before you dig.

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM EXISTING RECORDS AND FIELD SURVEYS. THEY ARE NOT GUARANTEED TO BE EXACTLY AS SHOWN. ANY UTILITIES NOT SHOWN SHOULD BE LOCATED BY THE USER. THE USER IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY EXCAVATION.

MUSKOGEE COUNTY PERMITTED - SURVEYING
 MARIANNA CAPITOL PROJECT - 2,388 SQUARE FEET

**Authorization to bid on dump
truck and asphalt roller**

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Authorization to bid on dump truck and road roller
Date: April 9, 2026

Background

As Council members may remember, the Village has budgeted \$90,000 for a new (used) dump truck and \$15,000 for a small road roller. Our staff has been monitoring on-line auctions and when finding something that might fit our needs, making on-site inspections of the equipment.

However, we are learning that the auction process presents a practical difficulty to us, in that these auctions often have end dates and times that would not allow us to get Council permission prior to placing a bid.

As an alternative, we would like the Council to give their pre-authorization for us to place bids on these items in amounts up to our budget.

Recommendation

Pre-authorize bidding on dump trucks or road rollers up to the budgeted amounts during Fiscal Year 2026-27.

Potential purchase well site

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Potential purchase of well site
Date: April 9, 2026

Background

As we discussed last year, the Village of Paw Paw leases property at 119 Johnson Road from the Paw Paw Public Schools for two water wells. These are important wells that provide the majority of water used in the Village of Paw Paw.

The original lease was created in 1990 and was for a term of 25 years. As one might expect, no one realized the lease had expired in 2015 and it was never renewed. A new finance staffer at the School District raised the question last year when the Village remitted payment and they didn't know what it was for.

Last year, the school district proposed a new, annual lease in the amount of \$2,544.97 per year. It also included a termination clause that required one-year's notice. Because these wells are so important, the possibility that the lease could be terminated with a year's notice is not something we would want to consider. Instead, I proposed to the Schools Superintendent that the Village purchase the well sites instead.

The current lease is for 5.62 acres, but we really only need about 1 acre of that site (see attachment). I suggested that the Village might be willing to pay an amount equal to what would have been the total value of another 25-year lease in exchange for permanent ownership of the site. If the new lease existed for another 25 years at an unchanging rate of \$2,544.97 per year, that would equal \$63,624.25. Superintendent Davison said he thought the School District would be

willing to consider these terms. He will be presenting the idea at the next School Board meeting, and in turn, I am presenting it now to the Village Council.

As a real estate transaction, beyond the purchase price, there would be some costs associated with surveying and dividing the parcel, title work and closing expenses.

Recommendation

Consider whether to present an official purchase offer to the Paw Paw Public Schools for approximately 1 acre of property where Village water wells are located; and what the terms of the offer should be.



Village of Paw Paw

36 1/2 ST

36 1/2 ST

BRADLEY BRIAN & JENNIFER MARIE

RUSSELL GEORGE M

RUSSELL GEORGE M

STON
IDA S

**Authorize extension of Village
Manager Contract**

Village of Paw Paw

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2026, with an effective date of April 8th 2026, 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 Bryan Myrkle as party of the second part, both of whom understand as follows:

Bryan Myrkle, "Employee", as Manager of the Village of Paw Paw, as provided by Village Ordinance 323, Section 6A; and

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 Manager of said Village; and

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

Section 1: Duties

Employer hereby agrees to employ said Bryan Myrkle as Manager of said Employer to perform the functions and duties specified in said Ordinance of the Village of Paw Paw and in its Personnel Policies and Procedures Manual, adopted January 26, 2009, revised April 8, 2019 along with any changes thereto, perform other legally permissible and proper duties and functions, as Employer's governing board, hereinafter called "the Council" shall from time-to- time assign.

Section 2: Term

- A. Employee agrees to remain in the exclusive employment of Employer from April 8th 2026, to April 7th, 2029 and the Employer agrees to employ Employee through April 7th 2029. 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.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Council terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

Section 3: Suspension

The Village Council and/or the Village President may suspend Employee with full pay and benefits at any time during the term of this agreement up until the next Village Council meeting and during that said time may conduct or order any investigation deemed necessary and at the next Village Council meeting, the Council, by majority vote, shall determine further action.

Section 4: Termination and Severance Pay

In the event Employee is terminated before expiration of the aforesaid 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 four (4) months aggregate salary and benefits. Employee shall also be compensated the equivalent hourly rate for all earned sick leave, vacation, holidays, compensatory time, and other accrued benefits to date. In the event Employee is terminated for cause or for criminal conviction then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this 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 (60) days' notice in advance, unless the parties agree otherwise. In the event of voluntary resignation, Employee shall receive compensation for all accumulated leave balances through the date of 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 beyond his accrued leave balances, the Personnel Policy and Procedures Manual Family Medical Leave Act (FMLA) policy shall apply.

Section 7: Salary

- A. During the first year of the contract, beginning April 8, 2026, the salary is set at \$103,000; for the second year of this contract, beginning April 8, 2027, the salary is set at \$105,000; and for the third year of this contract, beginning April 8, 2028, the salary is set at \$105,000

Section 8: Performance Evaluation

The Employer shall review the performance of the Employee annually in April using a format the Village Council chooses. This format will be shared with the Employee at the time it is chosen so that all parties can understand the terms and expectations of evaluation.

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 compensatory time off as he shall deem appropriate during said normal office hours.

Section 10: Outside Activities

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

Section 11: Automobile

Employer agrees to reimburse employee at the IRS mileage rate for Employee's use of his personal vehicle for business related travel.

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 to the Village's non-union employees with the employee paying the same portion of said premium as other non-union 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.

Section 13: Retirement

- A. Employer agrees to execute all necessary agreement 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: Residency Incentive

The Employee must maintain permanent residency within 25 miles of the Village of Paw Paw during the term of this agreement. If Employee resides within the Village of Paw Paw, said Employee will receive an annual payment of \$1,000.00 each year of residency.

Section 15: Subscriptions, Club Membership, and Professional Development

- A. 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.
- B. 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.
- C. Employer agrees to reimburse Employee 25% of tuition expenses related to the completion of a graduate certificate in public administration provided Employee maintains a 3.0 GPA or above.

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 Manager. 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. All provisions of the Village Charter, Ordinances, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer. To the extent any general policy is inconsistent with the terms of this contract, the terms of this contract shall control unless prohibited by law.
- C. Amendments to this agreement shall be made in writing with both parties approving of the amendments.

Section 18: Vacation, Sick and Personal Leave

Employee shall accrue and have credited to his personal account; vacation leave, in the amount of 20 days annually. Sick leave shall accrue at the same rate as other general employees of the Employer.

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 of the Employer or as provided for elsewhere in this agreement.

Section 20: Notices

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

(2) **EMPLOYEE:**
Bryan Myrkle
55838 84th Avenue
Decatur, MI 49045

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 21: General provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall become effective April 8th 2026.
- C. 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 President and duly attested by the Village Clerk, and the Employee has signed and executed this agreement.

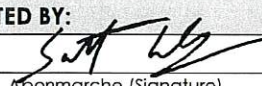

Roman Plaszcak
Village President
Village of Paw Paw

Bryan Myrkle

Attested by:
Karla Tacy
Village Clerk

**Project scope change No.2 –
Abonmarche – Maple Island**

Project Scope Change Directive No. 2

Date of Issuance: 04/08/2026		Effective Date:	
Owner: Village of Paw Paw		Owner's Contract No.: N/A	
Engineer: Scott Leblang, PE		Abonmarche Project No.: 23-1824	
Project: Maple Island Pedestrian Bridge Replacement			
Contract:		Phase of Contract: .600 Construction Admin.	
Abonmarche is directed to proceed promptly with the following change(s):			
Description: Please see attached cover letter.			
Reason for Change:			
<input type="checkbox"/> Client Request <input checked="" type="checkbox"/> Unknown/Unforeseen Issue			
Explanation/Supporting Documentation: Please see attached cover letter.			
Estimated Change in Professional Fees/Times:			
Professional Service Fees:	\$ 11,000.00	Increase	
Est. Impact on Schedule:	30	days	Increase
Est. Impact to Regulatory or Administrative Requirements, including schedule: 30 days estimated for final CA punch-list but EGLE permit timeline will vary			
Basis of change in Professional Fees:			
<input type="checkbox"/> Lump Sum		<input type="checkbox"/> Time and Materials	
<input type="checkbox"/> % of Construction		<input checked="" type="checkbox"/> Other: Not-to-exceed time & materials	
Estimated Change in Construction Cost/Times (preliminary):			
Est. Construction Cost Change:	\$ 0.00	N/A	
Est. Construction Contract Time Change:	30	days	Increase
Basis of estimated change in Contract Cost:			
<input type="checkbox"/> Lump Sum		<input type="checkbox"/> Unit Price	
<input type="checkbox"/> Cost of the Work		<input checked="" type="checkbox"/> Other: N/A	
SUBMITTED BY:		AUTHORIZED BY:	
PM: 	By:		
Abonmarche (Signature)	Client (Authorized Signature)		
Title: Project Manager	Title:		
Date:	Date:		
Approved by/Signature: Timothy R. Drews, PE			

April 8, 2026

Mr. William Joseph
Village Manager
111 E. Michigan Avenue
Village of Paw Paw, MI 49079

**Re: PROJECT SCOPE CHANGE DIRECTIVE NO. 2
Village of Paw Paw – Maple Island Pedestrian Bridge Replacement**

Dear Mr. Joseph:

Per our recent correspondence, please find attached Scope Change Directive No. 2 for additional construction administration and permitting services.

This scope change includes additional construction administration (CA) services necessary to complete final punch-list verification, review the contractor's final pay application, and facilitate retainage release and project close-out. Additionally, to address ongoing and increasing emergency coastal erosion along the natural shoreline adjacent to the project limits and pedestrian bridge abutments, this scope change includes professional engineering services for the design of high- and low-energy shoreline protection measures (e.g., riprap, coir logs, revegetation). These services will support a pre-application meeting request, preparation and submission of a joint permit application, including a county soil erosion permit, and coordination of all permit processing measures through eventual permit issuance.

Should you have any questions or concerns related to the contents of this project scope change, please do not hesitate to contact me at 574-850-1817 or by email at sleblang@abonmarche.com.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Scott Leblang, PE
Senior Project Engineer



Timothy R. Drews, PE, PTOE, RSP
Chief Control Officer

cc: Corey Kandow, PE, Waterfront Group Director
Martin Rivas, PE, Coastal Project Engineer
Attachments: Project Scope Change Directive No. 2

SCOPE OF SERVICES:

We propose the following Scope of Services at our standard hourly rates:

Additional Construction Administration (CA) Services \$3,000.00

As of December 2025, Abonmarche has reached the budgeted limit for construction administration (CA) services. This is the result of extended CA scope including revisions of pile locations due to unknown obstruction, girder re-design due to new pile locations, overlook framing addition details, and the extension of the construction schedule.

The original final pay application date was scheduled for November 26, 2025, then was pushed to December 19, 2025 (per contractor Change Order #2), which resulted in increased coordination efforts. This included, but was not limited to, responding to and reviewing Submittals and RFIs, performing site visits, and attending meetings. This additional effort will be charged as time and materials (T&M), which will require an increase to the current Not to Exceed (NTE) contract amount.

Our cost increase is meant to accommodate the additional effort, as well as leave enough budget to cover the remainder of the Construction Administration phase. This scope change assumes the punch list completion date to be sometime in Spring 2026, and any additional time extensions may result in additional scope change requests.

Joint Permit Application (JPA) With Permit Processing Time & Materials \$8,000.00

We understand the project site along Maple Lake is experiencing active shoreline erosion and requires coastal engineering services. Any improvements proposed below the ordinary high-water mark will require, at a minimum, a Part 301 Inland Lakes and Streams permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Scope and fee assume participation in a virtual pre-application meeting with EGLE to review project goals and permitting requirements:

- Virtual pre-app meetings: no fee
- In-person pre-app meetings: may require a permit fee payable to EGLE

The project is anticipated to qualify under Minor Project Category #1 (MP#1): Bioengineering Practices for Inland Lake Shoreline Stabilization:

- Low-energy shoreline conditions
- High-energy shoreline conditions (where eroded banks exceed 3-feet above the ordinary high-water mark)
- Final category determination will depend on site conditions
- Minor permit application fees typically start at \$100, depending on scope



Upon authorization, Abonmarche will:

- Prepare permit drawings and a Joint Permit Application (JPA)
- Develop shoreline stabilization concepts (e.g., riprap, coir logs, revegetation)
- Submit permit documents and coordinate with regulatory agencies until issuance

Permit fees will be:

- Paid directly by the Owner, or paid by Abonmarche and invoiced as a reimbursable

Coastal engineering design will include:

- Application of industry best practices and applicable regulatory guidance
- Wave run-up analysis based on available water level and wind data
- Stone sizing calculations for shoreline protection
- Development of design cross-sections for both low- and high-energy conditions

Following permit submittal:

- Agency comments, revisions, and supplemental information may be required
- Straightforward permit review duration is estimated at approximately 1–3 months

Additional services:

- If required, supplemental topographic survey will be completed under a separate scope/fee
- Work exceeding the budget will be billed on a time-and-materials basis with prior client notification

Deliverables:

- Completed Joint Permit Application (JPA)
- Permit drawings suitable for regulatory review

This scope also includes preparation of a Soil Erosion and Sedimentation Control (SESC) permit application through Berrien County Drain Commission (BCDC), if required:

- All SESC measures (e.g., silt fence, seed/mulch blankets, turbidity curtain) shall be implemented, maintained, and managed by the Contractor during construction



Engineering

Firm Principal	\$230-260
Senior Project Engineer/ Manager/ Group Director	\$210-230
Project Engineer / Project Manager	\$100-210
Staff Engineer	\$100-135
Landscape Architect	\$115-150
CADD Technician	\$95-125
Senior Construction Technician/Construction Technician/ Office Technician	\$75-110
Electrical Engineer	\$105-175
Mechanical Engineer	\$110-190
Structural Engineer	\$105-210
Senior Urban Planner	\$135-145
Urban Planner	\$105-150
Engineering Intern	\$60-75

Architecture

Lead Architect	\$190-210
Senior Licensed Architect/Project Manager	\$150-190
Project Architect/Project Manager	\$140-175
Architectural Draftsman/Designer	\$110-150
Interior Designer	\$100-125
Architectural Intern	\$75-100

Surveying

Senior Surveyor/Project Manager/Group Director	\$150-165
Project Surveyor	\$135
Survey Crew Manager	\$135
Survey Crew Chief	\$85-135
Survey Technician	\$72-100
CADD Technician	\$95-125

Digital Services

Group Director	\$230
GIS Specialist/Analyst	\$90-145

Auxiliary Services

IT Support Technician/Manager	\$125-230
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$75-110
Development Services Professionals	\$75-210

Effective 03/01/2026 Rates Subject to Change

**Pay request No.7 – Milbocker &
Sons for Briggs Dam**

Change Order No. 2 – Briggs Dam

Change Order No. 2

Date of Issuance: April 6, 2026
 Owner: Villager of Paw Paw
 Contractor: Milbocker & Sons, Inc.
 Engineer: Barr Engineering Co.
 Project: Briggs Dam Repairs

Effective Date: April 6, 2026
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 22801015.06
 Contract Name: Briggs Dam Repairs

The Contract is modified as follows upon execution of this Change Order:

Description:

Extra work during period from February 25, 2026 to March 31, 2026 to account for changes in conditions of spillway backfill, modifications to bridge abutment return/back walls, and addition of steel sheet pile cap plate.

Attachments: *Backfill Sketch – Briggs, Testing and Additional Backfill Pricing, Sheet Pile Cap, RE Briggs Dam Field Order 4.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>2,320,045.00</u>	Original Contract Times: Substantial Completion: <u>December 30, 2025</u> Ready for Final Payment: <u>May 15, 2026</u> days or dates
Increase from previously approved Change Order No. <u>1</u> : \$ <u>99,501.98</u>	Increase from previously approved Change Order No. <u>1</u> : Substantial Completion: <u>January 21, 2026</u> Ready for Final Payment: <u>May 15, 2026</u> days
Contract Price prior to this Change Order: \$ <u>2,419,546.98</u>	Contract Times prior to this Change Order: Substantial Completion: <u>January 21, 2026</u> Ready for Final Payment: <u>May 15, 2026</u> days or dates
Increase of this Change Order: \$ <u>34,325.00</u>	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,453,871.98</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 21, 2026</u> Ready for Final Payment: <u>May 15, 2026</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Spencer Heitbrink</u>	By: _____	By: <u>Peter Tornes</u>
Engineer (if required)	Owner (Authorized)	Contractor (Authorized)
Title: <u>Structural Engineer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>April 6, 2026</u>	Date: _____	Date: <u>April 7, 2026</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Village Manager's Report for April 13, 2026
Date: April 10, 2026

Updates & Reports

Maple Island Bridge Grand Opening – We are planning a ribbon cutting and ceremonial 'first crossing' of the Maple Island Bridge for Saturday, May 2 at noon. We are inviting Village Board & Commission members, the Chamber of Commerce, Van Buren County officials, State of Michigan officials, Maple Lake Association members and the general public. If possible, please plan to attend.

Kids Paradise playground – Community members have been giving me feedback about the Kids Paradise play structure since shortly after joining the Village two years ago. It appears that most of the structure has reached the end of its useful life, and its condition needs to be addressed in the near future.

I attended a seminar last summer regarding park and play strategies and spoke to several of the presenters about what can be done with these older community-built wooden play structures. These were a park trend in the 1980s and 1990s and now most communities with them are faced with aging and dilapidated structures. A single company that is now out of business provided the designs for the majority of these structures around the country.

The cost of rebuilding or replacing them is much higher now than when they were built, and spot repairs are often no longer practical. I have considered many options for solving this problem and recently identified an opportunity I would like the Council to consider. The Paw Paw Public Schools

will be repurposing the Cedar Street School and is planning to sell certain equipment and fixtures it will no longer be using there.

I asked Superintendent Jeremy Davison whether the School District might be willing to donate the playground equipment at Cedar Street School to the Village for relocation to the Kids Paradise area. I have not inspected every piece, and while some of it appears to be a bit sun-faded, it overall appears to be modern, in very good shape and certainly an improvement over the existing wood play structure at Kids Paradise.

If the Council is amenable to this option, I would like to begin finding project partners who will be able to help relocate the equipment, or help defray the expenses associated with moving it.

I understand there will be some disappointment at the loss of Kids Paradise, but I think this represents our best opportunity for making improvements to that area in the near future.

Staff Vehicle – As the price of fuel and car ownership continues to increase, so does the IRS mileage reimbursement rate. It now stands at 72.5 cents per mile. When employees leave the Village to attend trainings, conferences or other meetings, the Village is obligated to reimburse them at this rate for use of their vehicle. Obviously, this is getting expensive. In some cases, if there is more than one employee attending a conference and they drive separately, we reimburse both employees. To rein-in this expense, we are implementing a policy requiring employees attending an out of town meeting or conference to use a Village vehicle and travel together if more than one is attending. If they prefer to use their own car, they will be allowed to, but without reimbursement. We are repurposing a former police Explorer for this purpose, and we will ensure the vehicle is safe and reliable.

Line Extension Policy development – As Village Council members know, the developers of the Hazen Street housing project have requested that the Village pay for all or a portion of the expense of building out the electrical infrastructure supporting that project. When I discussed this with the Council at a previous meeting, Council members asked for an analysis of potential revenue and electrical system profit from the development. While this is a smart request, and on the surface appears to be relatively straightforward, it becomes complicated by many variables and unknowns that would make it difficult for us to produce in-house. I contacted Chris Lund of Utility Financial Solutions, and he could provide such an analysis, and has done so for other communities.

Because we have reformed the Economic & Residential Opportunity Committee and will be tasking them with providing recommendations on tax incentive policy, I think it would be a good idea to ask for their help in tackling this issue as well. They would be asked to consider whether the Village should offer this type of assistance to developers, and to make a recommendation on whether to retain UFS's services, or not. I will provide additional detail on this topic to you at your meeting Monday.