



Village of Paw Paw
Village Council Regular Meeting

Wednesday, May 27, 2026, 7 PM
Paw Paw District Library, Community Room
609 W. Michigan Ave, Paw Paw, MI 49079

Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call:** President Roman Plaszczak; President Pro-Tem Douglas Craddock; Trustees Nicolas Martinez, David McQueen, Steve Richardson, and Donne Rohr.
- IV. Approval of Agenda**
- V. Approval of Minutes**
 - Regular meeting of May 11, 2026
- VI. Authorization to Pay Claims.** May 27, 2026 (Richardson); June 8, 2026 (McQueen, Martinez)
- VII. Audience Participation (Limited to 3 minutes per speaker)**
- VIII. Council Member Comments**
- IX. Public Hearings:**
 - FY2026-27 Truth in Taxation
 - FY2026-27 Police Special Assessment
- X. Action Items**
 - Adoption of FY2026-27 Millage Rates
 - Renew FY2026-27 Police Special Assessment
 - Certification of delinquent fees to the tax role
 - Approve Third Party Grant Administration Agreement
 - Authorize Wine & Harvest Festival Fireworks
 - DDA Appointment – Janice Chittle

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): June 1 - **7 PM**
- Downtown Development Authority (Plaszczak): June 15 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): June 18 - **4 PM**
- Farmers Market (Martinez): June 19 - **5 PM**
- Fire District Board (Craddock): June 2 - **7 PM**
- Historical Commission (Plaszczak): Jun 10 - **4 PM**
- Housing Commission (Rohr): June 15 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): June 4 - **4 p.m.**
- Planning Commission (Martinez): June 4 - **7 PM**
- Wine & Harvest Board (Craddock): June 3 - **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 will not be 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, May 11, 2026**

The Regular Village Council meeting of Monday, May 11, 2026, 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, Trustees Steve Richardson, Nicolas Martinez, David McQueen and Donne Rohr. Also present: Village Manager Bryan Myrkle, Clerk Karla Tacy and DPS Director Tim Brandys.

Members Present

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

Approval of Agenda

Motion by Rohr with support from McQueen to approve the regular meeting minutes of April 27, 2026. All members present voting yes, motion carried.

Approval of Minutes

Motion by Craddock with support from Rohr to approve claims for Monday, May 11, 2026, in the amount of \$484,498.53. All members present voting yes, motion carried.

Approval of Claims

None.

Audience Participation

Trustee McQueen reports he has seen people utilizing the new Maple Island Bridge. He inquired as to whether the current Maple Isle sign is permanent.

**Council Member
Comments:
McQueen**

Motion by Rohr with support from Craddock to change the date of the next Village Council meeting to Wednesday, May 27, 2026. All members present voting yes, motion carried.

**Action Items:
Memorial Day Council
Meeting Reschedule**

Motion by Martinez with support from Craddock to approve Resolution 26-09 to schedule a Truth in Taxation public hearing Wednesday, May 27th at 7:00pm to receive public comment regarding the 2026 property tax millage rates. All members present voting yes, motion carried.

**Resolution 26-09
Set Truth in Taxation
Hearing**

Motion by Martinez with support from Craddock to schedule a public hearing for the Police Special Assessment Millage for Wednesday, May 27th at 7:00pm. All members present voting yes, motion carried.

**Set Special Assessment
Public Hearing**

Motion by Martinez with support from Rohr to accept the proposal for third-party administrative services from Market One for a CDBG Grant award of \$472,000 to be used for homeowner rehabilitation projects. All members present voting yes, motion carried.

**CDBG Grant Third
Party Administrative
Services**

Motion by Rohr with support from Craddock to accept the proposal for a steel safety railing from Fence Consultants of West Michigan for an amount not to exceed \$39,452.00. All members present voting yes, motion carried.

**Briggs Dam Safety
Railing**

**Minutes, Paw Paw Village Council
Regular Meeting, May 11, 2026**

Motion by Richardson with support from Craddock to accept the proposed Tax Collection Agreement with Paw Paw Township and authorize its execution. All members present voting yes, motion carried.

**Paw Paw Township Tax
Collection Agreement**

Motion by Martinez with support from Rohr to approve Ordinance 26-01 regulating shipping container use as a permanent residential storage option. Roll call vote; Richardson, Craddock, Plaszczak, McQueen, Rohr and Martinez voting yes, motion carried.

**Ordinance 26-01
Shipping Container
Regulation**

Motion by Richardson with support from McQueen authorizing public notice initiating a 47-day public comment period for the Master Plan update. All members present voting yes, motion carried.

**Initiate Master Plan
Public Comment Period**

Motion by Rohr with support from Craddock to approve Resolution 26-08 to accept the Planning Commission's recommendation to Oppose State Legislation Preempting Local Zoning Authority Regarding Housing Development. All members present voting yes, motion carried.

**Resolution 26-08
Opposing State Zoning
Legislation**

Motion by Martinez with support from Craddock to approve pay request No.8 from Milbocker Construction in the amount of \$43,353.25. All members present voting yes, motion carried.

**Briggs Dam Pay
Request #8**

The Parks & Rec Committee discussed the upcoming Parks Millage and the Grand Opening of the Maple Island Bridge.

**Committee Meetings
Parks and Rec**

None.

DDA

None.

**Economic & Residential
Opportunity**

None.

Farmers Market

None.

Fire Board

None.

Historical Commission

The Housing Commission has hired a new Director.

Housing Commission

The Maple Lake Preservation Association discussed possibly dredging near Briggs Pond.

**Maple Lake
Preservation**

None.

Planning Commission

The Wine & Harvest Festival Board is looking for volunteers to help during the festival.

Wine & Harvest

**Minutes, Paw Paw Village Council
Regular Meeting, May 11, 2026**

President Plaszcak announced that Trustee Hamilton has resigned from Council.	Council Member Comments Plaszcak
Trustee Craddock inquired about the status of inspections of the amphitheater and boardwalk.	Craddock
Manager Myrkle announced Officer Werthman will be relocating to Florida and former officer Andrea Skinner has been rehired.	Manager Comments
DPS Director Brandys reported that the Elm St watermain replacement work will begin May 18 th . Hydrant flushing will also begin the week of May 18 th .	Staff Comments Brandys
Motion by Craddock with support by Martinez to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 7:53pm.	Adjournment

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszcak
Village President

**Adoption of FY2026-27
Millage Rates**

**VILLAGE OF PAW PAW
RESOLUTION 2026-10**

RESOLUTION ADOPTING MILLAGE RATES FOR FISCAL YEAR 2026-2027

At a regular meeting of the Village Council of the Village of Paw Paw held at the Paw Paw District Library, 609 W. Michigan Ave, Paw Paw, Michigan, on the 27th of May, 2026.

PRESENT:
ABSENT:

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

WHEREAS the Village of Paw Paw's General Fund millage rate for the 2025-2026 Fiscal Year was 14.9694 mills with 10.6927 being used for operating and 4.2767 for streets; and

WHEREAS MCL 221.34d has required the reduction in the millage rate to be only 14.8181 mills with 10.5847 mills for operating and 4.2334 mills for streets; and

WHEREAS a hearing was properly held before the Village Council on May 27, 2026;

NOW, THEREFORE, BE IT RESOLVED, the Village Council of the Village of Paw Paw hereby establishes an operating millage of 10.5847 and a streets millage of 4.2334 be levied in support of the approved budget for fiscal year 2026-2027.

YEAS:
NAYS:
ABSENT:

RESOLUTION declared: **ADOPTED / REJECTED** (*strike one*).

CERTIFICATION

I, Karla Tacy, the duly appointed Clerk of the Village of Paw Paw, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Village of Paw Paw at a regular meeting held May 27, 2026, in compliance with the Village Code of Ordinances and the Michigan Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be made available as required by said Act.

VILLAGE OF PAW PAW

By: _____
Karla Tacy, Village Clerk

INCLUDING MILLAGE REDUCTION FRACTION CALCULATIONS NOT SPECIFICALLY ASSIGNED TO THE COUNTY EQUALIZATION DIRECTOR BY LAW

VAN BUREN COUNTY

TAXING JURISDICTION:

41 & 47 PAW PAW VILLAGE

2025 Unit Total Taxable Value	(Prior TV)	104,890,639
2026 Losses to prior Taxable Value (MCL 211.34d)	(Losses TV)	292,645
2026 Additions (MCL211.34d)	(Additions TV)	1,794,465
2026 Unit Total Final Taxable Value (based on S.E.V.)	(Current TV)	110,194,099
2026 Unit Total Taxable Value based on Assessed Valuation	(AV based TV)	110,194,099
2026 Unit Total Taxable Value based on C.E.V.	(CEV based TV)	110,194,099
2025 Inflation Rate (for 2026 Calculations)	(2025 CPI)	1.027

1. Section 211.34d, M.C.L., "Headlee" (for each unit of local government)

See STC Bulletins 3 of 1995 and 3 of 1997 regarding the calculation of additions and losses.

$$\begin{array}{r}
 (\text{2025 Total T.V.} \quad - \quad \text{2026 Losses}) \times \text{CPI} \\
 (\quad 104,890,639 \quad - \quad \quad 292,645) \times 1.027 = \frac{107,422,140}{108,399,634} = \boxed{0.9910} \\
 (\quad 110,194,099 \quad - \quad 1,794,465) \\
 (\text{2026 Total T.V.} \quad - \quad \text{2026 Additions})
 \end{array}$$

2026 Millage Reduction Fraction (Headlee)

ACTUAL 0.9910

Round to 4 decimal places in the conventional manner.

2a. Section 211.34, M.C.L., "Truth in Assessing" (for cities and townships if S.E.V. exceeds A.V. f 2026 only)

$$\frac{\text{2026 Unit Total Taxable Value based on AV}}{\text{2026 Unit Total Final Taxable Value (based on S.E.V.)}} = \frac{110,194,099}{110,194,099} = \boxed{1.0000}$$

2026 Rollback Fraction (Truth in Assessing)

ACTUAL 1.0000

Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2026 for more information regarding this calculation.

2b. Section 211.34, M.C.L., "Truth in County Equalization" (for villages, counties and authorities if S.E.V. exceeds C.E.V. for 2026 only)

$$\frac{\text{2026 Unit Total Taxable Value based on C.E.V.}}{\text{2026 Unit Total Final Taxable Value (based on S.E.V.)}} = \frac{110,194,099}{110,194,099} = \boxed{1.0000}$$

2026 Rollback Fraction (Truth in County Equalization)

ACTUAL 1.0000

Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2026 for more information regarding this calculation.

3. Section 211.24e, M.C.L., "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2025 only)

$$\begin{array}{r}
 (\text{2,025 Total T.V.} \quad - \quad \text{2026 Losses}) \\
 (\quad 104,890,639 \quad - \quad \quad 292,645) \\
 (\quad 110,194,099 \quad - \quad 1,794,465) \\
 (\text{2026 Total T.V.} \quad - \quad \text{2026 Additions})
 \end{array}
 = \frac{104,597,994}{108,399,634} = \boxed{0.9649}$$

2026 Base Tax Rate Fraction (Truth in Taxation)

Round to 4 decimal places in the conventional manner.

Use the same amounts for additions and losses as were used for the 211.34d ("Headlee") rollback.

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by MCL sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X last year's Operating Rate levied.

HEADLEE & MCL 211.34ROLLBACK COMPUTATIONS

SOURCE AND PURPOSE OF OPERATING ONLY MILLAGE	PRIOR YEAR'S PERM REDUCED or REDUCED NEWLY VOTED MILLAGE	CURRENT MILLAGE REDUCTION FRACTION	CURRENT PERM. REDUCED MILLAGE *	TRUTH IN ASSESSING or TRUTH IN EQUALIZATION FRACTION	CURRENT MAXIMUM ALLOWABLE MILLAGE RATE
	see MCL 211.34d(9)				
Post debt & specials to L-4029.	Last year's L-4029 col. (7)	L-4029 col. (6)	L-4029 col. (7)	L-4029 col. (8)	L-4029 col. (9)
CHARTER OPERATING	10.6809 X	0.9910 =	10.5847 X	1.0000 =	10.5847
<small>was the above millage approved since this May 31? Y = YES</small>	<small>Y</small>				
CHARTER STREETS	4.2719 X	0.9910 =	4.2334 X	1.0000 =	4.2334
<small>was the above millage approved since this May 31? Y = YES</small>	<small>Y</small>				
VOTED PARKS	1.5000 X	1.0000 =	1.5000 X	1.0000 =	1.5000
<small>was the above millage approved since this May 31? Y = YES</small>	<small>Y</small>				
	X	0.9910 =	0.0000 X	1.0000 =	0.0000
<small>was the above millage approved since this May 31? Y = YES</small>	<small>Y</small>				
	X	0.9910 =	0.0000 X	1.0000 =	0.0000
<small>was the above millage approved since this May 31? Y = YES</small>	<small>Y</small>				
	X	0.9910 =	0.0000 X	1.0000 =	0.0000
<small>was the above millage approved since this May 31? Y = YES</small>	<small>Y</small>				
Total of newly voted & last year's perm reduced millage.	16.4528		16.3181		
			2026 MAXIMUM ALLOWABLE OPERATING MILLAGE UNDER HEADLEE & MCL 211.34 =		16.3181

NOTE: The only way to levy more than your maximum millage due to the Headlee rollback is to have voters approve additional millage.

TRUTH IN TAXATION COMPUTATIONS

2026 BASE TAX RATE FRACTION:	(from L-4034)	<u>0.9649</u>	(1)
2025 OPERATING MILLAGE RATE:	(actually levied)	<u>16.4320</u>	(2)
2026 BASE TAX RATE:	(w/out hearing)	<u>15.8552</u>	(1) x (2) = (3)
2026 MAX. ALLOWABLE OPERATING MILLAGE RATE:		<u>16.3181</u>	(from above) = (4)
MINUS 2026 BASE TAX RATE:	(B.T.R.)	<u>15.8552</u>	(3) = (5)
MILLAGE INCREASE:	(with a hearing)	<u>0.4629</u>	(4) - (5) = (6) or (7) - (5) = (6)

If you plan to levy more than the B.T.R. but less than the Max. Allowable, enter the amount here.

MILLAGE INCREASE 0.4629
 2026 BASE TAX RATE 15.8552 = **2.92%**
 MILLAGE INCREASE FROM HEARING*

2026 TV x .001 x MILLAGE INCREASE = \$ **51,009**
 REVENUE INCREASE FROM HEARING

(2026 TV x 2026 BASE RATE) -1 = 1,747,149
 (2025 TV x 2025 ACTUAL OPER RATE) = 1,723,563 = **1.37%**
 2026 REVENUE INCREASE WITHOUT HEARING

*Must be published in notice of public hearing on increasing property taxes. Your current year's millage cannot exceed your maximum under Truth in Taxation unless authorized by the governing body at the hearing. Your current year's millage cannot exceed your Headlee maximum without a millage election.

**PAW PAW VILLAGE
TRUTH IN TAXATION REVENUE GAIN CALCULATION**

PURPOSE AND SOURCE OF MILLAGE		HEADLEE MAXIMUM AMOUNT	MILLAGE GAIN WITH TRUTH IN TAXATION	UNIT'S TAXABLE VALUE		TRUTH IN TAXATION REVENUE GAINED
<u>CHARTER</u>	<u>OPERATING</u>	<u>10.5847</u>	<u>0.3003</u> x	110,194,099	= \$	<u>33,091</u>
<u>CHARTER</u>	<u>STREETS</u>	<u>4.2334</u>	<u>0.1201</u> x	110,194,099	= \$	<u>13,234</u>
<u>VOTED</u>	<u>PARKS</u>	<u>1.5000</u>	<u>0.0426</u> x	110,194,099	= \$	<u>4,694</u>
-	-	<u>0.0000</u>	<u>0.0000</u> x	-	= \$	<u>-</u>
-	-	<u>0.0000</u>	<u>0.0000</u> x	-	= \$	<u>-</u>
-	-	<u>0.0000</u>	<u>0.0000</u> x	-	= \$	<u>-</u>
		<u>16.3181</u>	<u>0.4630</u>		\$	<u>51,020</u>
			BALANCES			BALANCES
			0.4629		\$	51,009

**MAXIMUM ALLOWABLE MILLAGES WITHOUT
TRUTH IN TAXATION HEARING**

PURPOSE AND SOURCE OF MILLAGE		HEADLEE MAXIMUM AMOUNT	MULTIPLIER WITHOUT TR. IN TAX.	MAXIMUM MILLAGE WITHOUT TR. IN TAX.	MAXIMUM REVENUE WITHOUT TR. IN TAX.
<u>CHARTER</u>	<u>OPERATING</u>	<u>10.5847</u>	x 0.971633 =	<u>10.2844</u>	\$ <u>1,133,280</u>
<u>CHARTER</u>	<u>STREETS</u>	<u>4.2334</u>	x 0.971633 =	<u>4.1133</u>	\$ <u>453,261</u>
<u>VOTED</u>	<u>PARKS</u>	<u>1.5000</u>	x 0.971633 =	<u>1.4574</u>	\$ <u>160,597</u>
-	-	<u>0.0000</u>	x 0.971633 =	<u>0</u>	\$ <u>-</u>
-	-	<u>0.0000</u>	x 0.971633 =	<u>0</u>	\$ <u>-</u>
-	-	<u>0.0000</u>	x 0.971633 =	<u>0</u>	\$ <u>-</u>
<u>TOTALS</u>		<u>16.3181</u>		<u>15.8551</u>	\$ <u>1,747,138</u>
				BALANCES	BALANCES
				15.8552	1,747,149

The following notice is required by MCL Section 211.24e which provides:

- 1) The body of the notice must be set in 12 point type or larger.
- 2) The headline "Notice of Public Hearing on Increasing Property Taxes" must be set in 18 point type or larger.
- 3) The notice cannot be smaller than 8 column inches by 4 horizontal inches.
- 4) The notice cannot be placed in the portion of the newspaper reserved for legal notices or classified advertising.

Notice of Public Hearing on Increasing Property Taxes

The _____ of the PAW PAW VILLAGE
name of governing body name of taxing unit
 will hold a public hearing on a proposed increase of 0.4629 mills in the operating tax
 millage rate to be levied on property in 2026 -

The hearing will be held on _____ at _____
day date time a.m./p.m.
 at _____
place address

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

If adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 2.92% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved, the operating revenue will increase by 1.37% over the preceding year's operating revenue.

The taxing unit publishing this notice, and identified below, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by:

PAW PAW VILLAGE
name of taxing unit

street address

city, state, zip

phone

**2026 TAX RATE REQUEST
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

County	VAN BUREN		Taxable Value		110,194,099	
Local Government Unit	PAW PAW VILLAGE		PawPaw	Antwerp	107,229,864	2,964,235

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119. The following tax rates have been authorized for levy on the 2026 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Millage Authorized by Election, Charter, etc.	2025 Millage Rate Permanently Reduced by MCL 211.34d	2026 Current Year Millage Reduction Fraction	2026 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Millage Rollback Fraction	Maximum Allowable Millage Rate*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
CHARTER	OPERATING		12.5000	10.6809	0.9910	10.5847	1.0000	10.5847			Unlimited
CHARTER	STREETS		5.0000	4.2719	0.9910	4.2334	1.0000	4.2334			Unlimited
VOTED	PARKS	May-26	1.5000	1.5000	1.0000	1.5000	1.0000	1.5000			Dec-30
Total Mills											

PAW PAW VILLAGE	SP POLICE DIST**		3.0000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Jun-26
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Prepared by	Title	Date
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As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary	Signature	Type Name	Date
<input type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President	Signature	Type Name	Date

*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. A public hearing and determination is required for an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**FY2026-27 Police Special
Assessment**

*Annual Resolution to Levy a Special Assessment by Council Resolution.
Good for only one year at a time. Requires 2/3 vote of Council.*

**RESOLUTION 26-11
VILLAGE OF PAW PAW**

**FISCAL YEAR 2026-2027
POLICE SPECIAL ASSESSMENT MILLAGE
ADOPTION RESOLUTION**

At a regular meeting of the Village Council of the Village of Paw Paw, Van Buren County, Michigan, held at Paw Paw District Library, Community Room, 609 W Michigan Ave, Paw Paw, MI on May 27, 2026, at 7:00 p.m.

PRESENT:

ABSENT:

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

WHEREAS, the Village Council of the Village of Paw Paw, County of Van Buren, State of Michigan, pursuant to Act 33, Public Acts of Michigan, 1951, tentatively declared its intent to create a special assessment district to pay for certain costs and expenses of fire and police motor vehicles, apparatus, equipment, housing and operations (the "Assessed Costs") and assess the costs thereof to the property specially benefitted by said fire and police protection in the special assessment district tentatively described as the all property within the corporate limits of the Village of Paw Paw; and

WHEREAS, after due and legal notice, the Village Council met on May 27, 2026, at 7:00pm, and heard all interested persons therein at said public hearing with respect to the estimates of Assessed Costs and on the question of creating the special assessment district therefore; and

WHEREAS, the Village Council desires to proceed with the establishment of the special assessment district and levy for the reasons stated herein and as presented at the public hearing; and

WHEREAS, prior to the establishment of the special millage in 2016, the Village has provided 100% support for its Police Department operations from the General Fund; and

WHEREAS, since 2009 the Village has increased the total coverage of police services to include Community Policing and Project T.E.A.M. services, among others; and

WHEREAS, total calls for service for the Paw Paw Police Department have increased significantly; and

***Annual Resolution to Levy a Special Assessment by Council Resolution.
Good for only one year at a time. Requires 2/3 vote of Council.***

- WHEREAS,** the Village Council desires to maintain the staffing and level of services its police department provides all residents and businesses; and
- WHEREAS,** a number of factors presented herein threaten the Village's ability to maintain and operate its police department at current levels; and
- WHEREAS,** State of Michigan real and personal property tax laws and policies have resulted in a change in determining property tax values; and
- WHEREAS,** the change from taxing at 50% of State Equalized Value to the capped taxable value has resulted in a loss of local taxable values; and
- WHEREAS,** the General Fund cannot support 100% of the costs without limiting police services as well as services in other areas; and
- WHEREAS,** it is necessary to provide additional funding through special assessment millage on all real property to fund police services in the Village of Paw Paw for fiscal year 2026-2027; and
- WHEREAS,** the Village is authorized under PA 33 of 1951 as amended, MCL 41.801, ("the ACT") authorizes townships, certain incorporated villages and certain incorporated cities to create special assessment districts and to levy special assessments to pay for the costs and expenses of police and fire motor vehicles, apparatus, equipment and housing, and police and fire protection including maintenance and operation; and
- WHEREAS,** the Village of Paw Paw, having a population of 3,534 people, meets the qualifications of the ACT; and
- WHEREAS,** the percentage of calls for service in commercial and residential areas was consistent with the proportion of those same land uses within the Village; and
- WHEREAS,** Section 3 of the ACT further provides that the procedures related to the making, levying and collection of special assessments to pay for the costs of public safety shall conform as near as practicable to the proceedings provided townships, under Act 188, Public Acts of Michigan, 1954 as amended; and
- WHEREAS,** under the ACT, the Village's special assessment by resolution for the appropriation of general and contingent funds for maintenance and operation of police and fire departments shall not exceed 10 mills each; and
- WHEREAS,** under the ACT the Village may provide annually by resolution of the appropriation of general and contingent funds for maintenance and operation of police and fire departments; and

***Annual Resolution to Levy a Special Assessment by Council Resolution.
Good for only one year at a time. Requires 2/3 vote of Council.***

WHEREAS, the special assessment of 3 mills levied against property within the corporate limits of the Village of Paw Paw for police services would generate an estimated \$303,167.66; and

WHEREAS, the Village Council has determined an assessment of 3 mills levied with the summer tax bill, generating an estimated \$303,167.66, required to provide stability in provided Police Department Operations.

NOW THEREFORE, BE IT RESOLVED,

1. The Village Council hereby determines that the provision of costs and expenses of police motor vehicles, apparatus, equipment, housing and operations is necessary for the public health, safety and welfare of the Village and shall be made and completed pursuant to Act 33.
2. A special assessment district pursuant to the ACT be established as consisting of all property within the corporate limits of the Village of Paw Paw; and
3. That the assessors in Paw Paw Township and Antwerp Township and Van Buren County Treasurer are hereby directed to levy a special assessment of 3 mills on all property in the Village of Paw Paw; and
4. The Village Council hereby approves the plans and estimate of assessed costs in the total sum of \$303,167.66 for the year of assessment; and
5. That said special assessment shall be spread against the hereinafter named special assessment district; "Police Assessment District".

Record of Adoption:

YEAS:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

***Annual Resolution to Levy a Special Assessment by Council Resolution.
Good for only one year at a time. Requires 2/3 vote of Council.***

CERTIFICATION

I, Karla Tacy, certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Paw Paw, Van Buren County, Michigan, at a regular meeting held on May 27, 2026, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Karla Tacy, Clerk

Date

Delinquent Fees

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Delinquent Accounts
Date: May 21, 2026

Background

Attached herein is a list of delinquent accounts (utility, blight enforcement, trash service, etc) that have gone unpaid to the point where they can be added to the tax roll and assessed against the associated property.

Recommendation

Approve delinquent tax roll.

**TPA Agreement with
Market One**

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Agreement for grand administration services – Market One
Date: May 21, 2026

Background

At your most recent meeting, the Village Council accepted a proposal from Market One to perform Third Party Administrator services for the Village's \$472,000 Community Development Block Grant award for Homeowner Rehabilitation projects.

Following that selection, we now have to approve a contract for these services between our two organizations. Market One will receive 18% of the grant funds for this work.

Village Attorney Brad Fowler has reviewed the contract and did not recommend any changes.

Recommendation

Approve contract for Third Party Administrative services with Market One.

THIRD PARTY ADMINISTRATOR SERVICES AGREEMENT

This Third Party Administrator Services Agreement (“TPA Agreement”) is made and entered into this 19th day of May, 2026 (“Effective Date”), by and between the Village of Paw Paw, a Michigan municipal corporation at 111 E Michigan Ave., Paw Paw, MI 49079 (“Village”) and Market One, a Michigan nonprofit corporation at 32849 Red Arrow Hwy, Suite 100, Paw Paw, MI 49079 (“Administrator”) (collectively, “Parties”).

RECITALS

WHEREAS the Village and the Michigan State Housing Development Authority (“MSHDA”) are parties to the MI Neighborhood Grant Agreement NDD-2023-10816-CDB (“MSHDA Agreement”) pursuant to which MSDHA has awarded the Village with a homeowner rehabilitation grant (“Grant”) of Community Develop Block Grant (“CDBG”) funds for housing-related activities under the MI Neighborhood Program (“Program”) to be used pursuant to the terms and conditions of the MSHDA Agreement; and

WHEREAS the Village desires to engage the services of a third-party administrator to facilitate and oversee the administration and implementation of the Grant; and

WHEREAS the Village has selected the Administrator through an open and competitive request for proposals process to serve as its third-party administrator for these purposes and has obtained written approval by MSHDA of this TPA Agreement;

NOW THEREFORE, it is agreed as follows:

1. **Term.** This TPA Agreement shall be effective from the Effective Date until December 31, 2027.
2. **Grant Management Plan.** Upon executing this TPA Agreement, Administrator shall cooperate with the Village to execute form 13-A Grant Management Plan, attached hereto as Exhibit A (“Grant Management Plan”).
3. **Compliance.** Administrator shall, at all times while performing under this TPA Agreement, comply with all applicable federal, state, and local laws, regulations, and policies.
4. **Scope of Services.** Administrator shall perform the following:
 - a. **General Tasks:**
 - i. Review project files and facilitate document sharing between the Village and MSHDA. All files must demonstrate compliance with applicable federal regulations and the CDBG policy manual. Administrator must monitor project files throughout the Term to ensure they are complete and that all necessary documentation is retained by the Village.
 - ii. Provide Village staff with grant metrics reports throughout the Term as necessary for the Program. These may include though are not limited to progress reports on active projects, audit reports, and reports on other milestones.
 - iii. Provide the Village with bi-annual progress statements.

- iv. Assist the Village in preparing income verification and compliance reports.
- v. Perform other general tasks related to Program compliance and Grant management.

b. Program Development, Marketing and Implementation Tasks:

- i. Collaborate with Village staff on the Grant Management Plan.
- ii. Support the development of Program Guidelines, Policies, and Procedures.
- iii. Manage day-to-day operations of the Program including, but not limited to, conducting applicant outreach, intake, and eligibility verification in accordance with MSHDA Guidelines.
- iv. Perform home inspections, scope-of-work development, and cost estimates. For pre-1978 properties receiving less than \$25,000 in direct assistance, the presumption of lead hazards is allowed and controls are required. For pre-1978 properties receiving greater than \$25,000 (up to Program cap of \$40,000), full risk assessments and abatement of hazards are required.
- v. Manage procurement by soliciting bids from approved contractors, reviewing proposals, and recommending selections.
- vi. Oversee job scheduling, progress monitoring, final inspections, and quality control.

c. Fiscal Management Tasks:

- i. Prepare Payment Requests at least quarterly in accordance with the CDBG program's financial management procedures.
- ii. Prepare invoices and documents and work with the Village to ensure a timely drawdown of Grant funds.
- iii. Advise Village staff on any procedural steps or financial tracking requirements that may be imposed by MSHDA, in addition to MSHDA's established account procedures.
- iv. Make progress inspections and confirm local match documentation each time a payment request is issued.
- v. Advise, prepare, and review any Change Orders.
- vi. Assist Village staff in drafting, processing, and recording a neutral five-year second mortgage establishing lien rights in favor of MSHDA for any project receiving \$10,000 or more in CDBG funds per home. MSHDA will provide template forms and guidance; the TPA is responsible for ensuring proper execution and recording.
- vii. Assist Village staff with grant-related submissions to MSHDA.
- viii. Provide and organize all supporting documentation for disbursement requests, including IGX forms, invoices/proof of services, contractor statements or waivers, payroll deduction authorizations, and SAM/HUD deniability information for new subcontractors

d. Environmental Review Tasks:

- i. Assist Village staff in preparation and completion of all required Environmental Review paperwork per assisted household
- ii. Prepare Environmental Review amendments as needed for changes in project scope and ensure ongoing compliance throughout the Grant lifecycle.
- iii. Coordinate the collection of all necessary property and site information and respond to any inquiries to support timely review and approval.

e. Procurement and Contractors Tasks:

- i. Conduct the complete procurement process in compliance with 2 CFR Part 200, including drafting and publicizing bid opportunities, managing the selection process, and maintaining all required procurement records (e.g., advertisements, bid openings, selection rationale, minutes, and procurement reports).
- ii. Verify contractor qualifications, including licensing, insurance, SAM/HUD clearance, and HUD Limited Denial of Participation checks, and ensure all agreements meet Program requirements.
- iii. Prepare and submit all contractor bids and supporting documentation to MSHDA for review and approval and coordinate any required MSHDA endorsements.
- iv. Collect and file all procurement-related documentation, including executed contracts, insurance, selection rationale, and bid opening minutes.

f. Labor Standards Tasks:

- i. Prepare bid documents consistent with federal regulations and CDBG guidelines.
- ii. Check payroll documentation as required.
- iii. Review Contractor Payment Application materials and verify that sufficient documentation is included for submittal to the MSHDA for reimbursement.
- iv. Confirm contractor clearances, specific to applicable Lead and Asbestos Abatement.
- v. Monitor administrative paperwork to ensure compliance.
- vi. Review and document inspection reports related to the project.

5. **Grant Monitoring and Close-Out.** Administrator shall be responsible for program administration, compliance, documentation and reporting throughout the Term, shall attend and assist the Village during MSHDA's monitoring visit(s), and assist with close-out documentation.

6. **National Objective Compliance, Surveys, and Income Verification Tasks.** Administrator shall assist with compliance and income verification reports.

7. **Invoicing and Reimbursement.** In no event shall the total amount of reimbursement from the Village to Administrator exceed \$72,000. The Village shall reimburse Administrator for the following categories of Eligible Expenses:

- a. **Invoicing.** Administrator shall submit itemized invoices to the Village for all Eligible Expenses incurred in providing the tasks identified herein and during the Term. All invoices shall include reasonable documentation of the costs incurred.

- b. **Reimbursement.** The Village shall promptly reimburse Administrator with Grant funds for all Eligible Expenses incurred during the Term following Village reimbursement from MSHDA. The Village reserves the right to request additional supporting documentation as necessary to verify the nature, amount, and eligibility of any invoice submitted. Village reimbursement is conditioned upon the Village's receipt and approval, which shall not unreasonably be withheld, of such documentation.
- c. **Grant Funding.** The Village's reimbursement obligations under this TPA Agreement shall at all times be subject to availability of Grant funds under the MSHDA Agreement.

8. Confidentiality

- a. **Administrator's obligations.** Administrator shall implement and maintain appropriate measures designed to:
 - i. Ensure and confidentially of any Nonpublic Personal Information it receives from the MI Neighborhood Program applicants and/or participants,
 - ii. Protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this TPA Agreement,
 - iii. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information
 - iv. Ensure the proper disposal of all Nonpublic Personal Information received from any source upon the termination of this TPA Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention purposes,
 - v. Treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of similar nature but with no less than a reasonable degree of care, and
 - vi. Implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Billey Act as well as any generally recognized industry standards.
- b. **Definition of Nonpublic Personal Information.** For the purposes of this Agreement, the term Nonpublic Personal Information means any information received from or provided by another party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information.
- c. **Nondisclosure.** The Grantee must not disclose such information to anyone other than the Village, MSHDA, or other parties to whom the program participant consents on the release of the information and take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or MSHDA designates as sensitive or other information the Village or Administrator considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

9. Termination

- a. Termination for Cause.** The Village may terminate this Agreement for cause upon thirty (30) days' written notice to the Administrator specifying the nature of the default, provided that: (a) the default is not cured within the thirty (30)-day cure period (or such longer period as the Village may specify); or (b) the Administrator fails to diligently pursue cure. Grounds for termination for cause include, without limitation: material breach of this Agreement; failure to meet timeliness benchmarks; fraud; misrepresentation; inability to perform; or violation of applicable federal, state, or local law.
 - b. Immediate Termination.** The Village may terminate this Agreement immediately upon written notice in the event of: (a) fraud or willful misconduct by the Administrator; (b) debarment or suspension of the Administrator from federal programs; (c) loss of required insurance coverages; or (d) any action or omission that jeopardizes the Village's compliance with MSHDA or the Grant Agreement.
 - c. Termination for Convenience.** The Village may terminate this Agreement for convenience upon ten (10) days' written notice. In such event, the Administrator shall be entitled to payment only for satisfactory Services actually performed through the termination date, as documented and verified by the Village.
 - d. Obligations Upon Termination.** Upon any termination, the Administrator shall:

 - i. immediately cease all work except as directed by the Village;
 - ii. deliver to the Village all files, records, work products, and program data in the Administrator's possession;
 - iii. cooperate fully in the transition of Services to the Village or a successor administrator; and
 - iv. return any advance payments attributable to Services not yet performed.
 - e. MSHDA-Directed Termination.** The Village may terminate this Agreement immediately if MSHDA directs the Village to terminate its relationship with the Administrator due to noncompliance with grant requirements.
10. **Indemnification.** To the extent permitted by law, each party shall indemnify and hold harmless the other party, its officers, and agents from and against any and all claims, damages or liabilities arising from any act, omission, or negligence of such indemnifying party or its agents, employees, or contractors. This indemnification provision shall survive any termination of this TPA Agreement. The Village does not waive governmental immunity by entering into this TPA Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
11. **Independent Entities.** The Village and Administrator are independent entities. Nothing in this TPA Agreement creates any partnership, joint venture, or agency relationship.
12. **Assignment.** This TPA Agreement shall be binding upon the Administrator's successors, assigns, and legal representatives. The Parties may not assign any rights or obligations under this TPA Agreement without prior written consent of the non-assigning party, and any attempted assignment without such consent shall be void.
13. **Third-Party Beneficiaries.** The provisions of this TBP Agreement are solely for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

Village of Paw Paw, a Michigan municipal corporation,

By: _____

Its: _____

[Administrator]

By: _____

Its: _____

**Wine & Harvest Festival
Fireworks authorization**

2026 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.	
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TYPE OF PERMIT(S) (Select all applicable boxes)

<input type="checkbox"/> Agricultural or Wildlife Fireworks	<input checked="" type="checkbox"/> Articles Pyrotechnic	<input checked="" type="checkbox"/> Display Fireworks
<input checked="" type="checkbox"/> Public Display	<input type="checkbox"/> Private Display	
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		

NAME OF APPLICANT Rowdy's KaBoom, LLC		ADDRESS OF APPLICANT 52558 W County Rd 365, Lawrence, MI	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Rowdy's KaBoom, LLC		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 52558 W County Rd 365, Lawrence, MI	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER 269-308-1587
NAME OF PYROTECHNIC OPERATOR Rowdy Rindfield		ADDRESS OF PYROTECHNIC OPERATOR 52558 W County Rd 365, Lawrence, MI	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 100+	WHERE MI, OH, MN, MO, IN	
NAME OF ASSISTANT Joe Hazard		ADDRESS OF ASSISTANT Kalamazoo, MI	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT Brooks Boucamp		ADDRESS OF OTHER ASSISTANT St Joseph, MI	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

EXACT LOCATION OF PROPOSED DISPLAY
South end of Maple Lake

DATE OF PROPOSED DISPLAY 11 Sep 2026	TIME OF PROPOSED DISPLAY 2115
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MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT
N/A

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10M	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Acrisure Great Lakes Partners Insurance Services
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 223 West Grand River Howell, MI 48843	

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
140	2 1/2" display shells
160	3" display shells
42	4" display shells
40	Multit-shot cakes

SIGNATURE OF APPLICANT <i>Rowdy Rindfield</i>	DATE 13 May 2026
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2026 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.	
<input type="checkbox"/> Agricultural / Wildlife Fireworks <input checked="" type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display			
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes			
NAME OF PERSON PERMIT ISSUED TO Rowdy Rindfield		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS OF PERSON PERMIT ISSUED TO 52558 W County Rd 365, Lawrence, MI 49064			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Rowdy's KaBoom, LLC			
ADDRESS 52558 W County Rd 365, Lawrence, MI 49064			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) 140- 2 1/2" display shells 160- 3" display shells 42- 4" display shells 40- multi-shot cakes			
EXACT LOCATION OF DISPLAY OR USE South end of Maple Lake			
CITY, VILLAGE, TOWNSHIP Paw Paw, MI 49079		DATE 9-11-2026	TIME 21:15
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$10M	

Issued by action of the Legislative Body of the	
<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the ____ day of _____, 2026.	
_____ (Signature and Title of Legislative Body Representative)	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

ROWDY'S KABOOM, LLC

52558 West County Road 365

Lawrence MI 49064

Contract Agreement

This Agreement, made this 21st Day of Oct, 2025, by and between ROWDY'S KABOOM, LLC, whose address is 52558 West County Road 365, Lawrence MI 49064, and hereinafter referred to as ROWDY'S KABOOM, LLC and THE VILLAGE OF PAW PAW with its principle place of business located at P.O. Box 376, PAW PAW, in the State of MICHIGAN hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY: ROWDY'S KABOOM, LLC** agrees to furnish to customer a firework display (hereinafter "Show") pursuant to our contract # (10212025v1) dated (21 Oct 2025). The show will be given on the 11th Day of September 2026. The show duration will be approximately 15-20 minutes.
- II. **CANCELLATION: ROWDY'S KABOOM, LLC** shall determine what weather conditions prohibit ROWDY'S KABOOM, LLC from proceeding with the Show; in which case, ROWDY'S KABOOM, LLC agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses ROWDY'S KABOOM, LLC shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses ROWDY'S KABOOM, LLC shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide ROWDY'S KABOOM, LLC with a thirty (30) days' written notice by certified mail, return receipt, to ROWDY'S KABOOM, LLC' address as set forth above. Customer agrees that ROWDY'S KABOOM, LLC shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay ROWDY'S KABOOM, LLC fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide ROWDY'S KABOOM, LLC with notice as set forth herein, Customer shall pay ROWDY'S KABOOM, LLC the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA: Customer** agrees to furnish sufficient space for ROWDY'S KABOOM, LLC to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by ROWDY'S KABOOM, LLC from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of ROWDY'S KABOOM,

LLC or persons specifically designated in writing by the sponsor, and submitted and approved, to ROWDY'S KABOOM, LLC prior to the event.

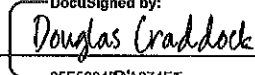
- IV. **SITE CLEANUP:** ROWDY'S KABOOM, LLC shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, ROWDY'S KABOOM, LLC shall indemnify and hold harmless the Customer, its agents, employees, and volunteers, from and against any claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from the services performed under this Agreement, but only to the extent caused by the intentional or negligent acts or omissions of ROWDY'S KABOOM, LLC, his consultants, agents, or anyone directly or indirectly employed by him. To the extent any such claim, damage, loss, or expense is caused in part by the negligence of the Customer, ROWDY'S KABOOM, LLC indemnity obligations herein shall be reduced by the percentage portion of responsibility attributable to the Customer.
- VI. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless ROWDY'S KABOOM, LLC his agents and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the services performed under this Agreement, but only to the extent caused by the intentional or directly negligent acts or omissions of the Customer, its consultants, agents, employees or volunteers. To the extent such claim, damage, loss or expense is caused in part by the negligence of ROWDY'S KABOOM, LLC its agents or employees, the Customer's indemnity obligations herein shall be reduced by the percentage portion of responsibility attributed to ROWDY'S KABOOM, LLC. With regard to tort claims only, and only to the extent of claims not covered by insurance, nothing herein shall be construed as a waiver of governmental immunity or other defenses as provided by law. The Customer reserves all rights and immunities as provided by Michigan law.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of ROWDY'S KABOOM, LLC.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless ROWDY'S KABOOM, LLC from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer and ROWDY'S KABOOM, LLC expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. **PERMITS AND LICENSES:** Customer shall reasonably assist ROWDY'S KABOOM, LLC in the acquisition and maintenance of all necessary permits and licenses to enable ROWDY'S KABOOM, LLC to perform fully hereunder unless otherwise forbidden by any other applicable

statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Michigan, and any suit involving this contract shall be brought in the Courts of Van Buren County in the State of Michigan, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against ROWDY'S KABOOM, LLC in and other actions, in any other jurisdiction.

- X. LATE PAYMENT:** ROWDY'S KABOOM, LLC shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until ROWDY'S KABOOM, LLC is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by ROWDY'S KABOOM, LLC in all advertisements and promotions. Furthermore, Customer agrees to allow ROWDY'S KABOOM, LLC to use sponsors name and/or logo in ROWDY'S KABOOM, LLC list of clients and any ROWDY'S KABOOM, LLC advertisements and promotions.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by ROWDY'S KABOOM, LLC, or any act or omission of ROWDY'S KABOOM, LLC or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to ROWDY'S KABOOM, LLC in writing by certified mail to ROWDY'S KABOOM, LLC' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to ROWDY'S KABOOM, LLC hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should ROWDY'S KABOOM, LLC have to collect any amount due ROWDY'S KABOOM, LLC hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with ROWDY'S KABOOM, LLC in the time and in the manner specified herein, by law or through an Attorney-at-Law, ROWDY'S KABOOM, LLC shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing ROWDY'S KABOOM, LLC or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. WORKER'S COMPENSATION/EMPLOYEES:** ROWDY'S KABOOM, LLC shall provide Worker's Compensation insurance for its employees only.
- XIV. PAYMENT TERMS:** THE CUSTOMER shall pay ROWDY'S KABOOM, LLC \$10,750 plus all applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$5,375.00) upon return of signed contract by March 31, 2026. Balance will be due to ROWDY'S KABOOM, LLC 1 week prior to the day of show.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.
- a. **IMPORTANT:** Checks must be payable to ROWDY'S KABOOM, LLC. All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
- XVI. IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

ROWDY'S KABOOM, LLC. BY: *ROWDY'S KABOOM, LLC*-----

Date 21 Oct 2025 ROWDY'S KABOOM, LLC

CUSTOMER BY:		Douglas Craddock	President	
Date <u>2/24/2026</u>	<small>DocuSigned by: 05E680415012745E</small>	Signature	Print Name	Title

WARRANTY EXCLUSIONS

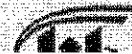
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5.1.3.1 For aerial shells, the minimum required radius of the display site shall be 70 ft per in. (22 m per 25 mm) of the internal mortar diameter of the largest aerial shell to be fired, as shown in Table 5.1.3.1.

Table 5.1.3.1 Distances for Outdoor Aerial Shell Display Sites: Minimum Separation Distance for Spectators for Land or Water Displays

Mortar Size ^a		Minimum Secured Diameter of Site ^b		Vertical Mortars ^c		Angled Mortars ^d 1/2 Offset	
in.	mm	ft	m	ft	m	ft	m
≤ 1	25	150	46	75	23	75	23
1.5	38	210	64	105	32	75	23
2	50	280	85	140	43	95	29
2.5	63	350	107	175	54	115	35
3	76	420	128	210	64	140	43
4	102	560	171	280	85	190	58
5	127	700	213	350	107	230	70
6	152	840	256	420	128	280	85
7	178	980	299	490	149	320	98
8	203	1120	341	560	171	370	113
10	254	1400	427	700	213	460	140
12	305	1680	512	840	256	560	171

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Acisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED RKM Fireworks Company & St. Evans, Inc. 27383 MAY STREET Edwardsburg MI 49112	INSURER A: Texas Insurance Company NAIC # 16543	
	INSURER B: Continental Indemnity Company 28258	
	INSURER C: Allianz Global Corporate & Specialty SE	
	INSURER D: HDI Global Specialty SE	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1159898329 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			BESGLPTMI011501_171136_01	11/22/2025	11/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BESCRMNM011501_171136_01	11/22/2025	11/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			25ABEX0220	11/22/2025	11/22/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			18HX3641	11/22/2025	11/22/2026	Each Occ/Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: 09/11/2026 Rain Date: N/A Location: South End of Maple Lake, Paw Paw
Additional Insured: Paw Paw Wine & Harvest Festival; Village of Paw Paw

CERTIFICATE HOLDER Village of Paw Paw 111 East Michigan Ave. Paw Paw MI 49079	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DDA Appointment

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: DDA Appointment
Date: May 21, 2026

Background

Village President Roman Plaszczak is recommending the appointment of Janice Chittle, Paw Paw resident and employee of the South Haven Convention & Visitor's Bureau and Destination Paw Paw to the DDA Board.

Recommendation

Confirm appointment of Janice Chittle to the DDA Board.

Updates & Reports



05/15/2026

Council Update

Carnegie Building:

The curb area on Paw Paw Street near the back entrance to the Carnegie building is sinking. There is a Frontier Communications vault at that location, and the belief is that their conduit is compromised and causing the curb and street to sink. I met with Lance from Frontier and showed this to him and he has it scheduled for repairs. He did advise that it will likely be 3 months before repairs will be made.

The roof to the Carnegie has drains that become clogged with leaves and this causes the roof to leak. We met with TNT Gutters; they are making a cone shaped cover that has holes that will allow water to flow over into the drains while keeping leaves and debris from plugging the drains. We will still need to inspect these drains periodically.

Elm Street:

Lounsbury will start this project Monday May 18, they are installing the new watermain from the West side of N. Kalamazoo to N. Niles, this will replace the undersized 2" watermain. Once installed, pressure tested and sampled, they will install the water services on the new main. N. Kalamazoo will be closed for approx. 1 week while the work is being done on N. Kalamazoo. Once the houses are connected to the new watermain, Lounsbury will need to re-open a portion of N. Kalamazoo so that they can abandon the old 2" watermain. Lounsbury and F&V are working on this portion of Elm Street from N. Kalamazoo to Dyckman Street.

The portion of Elm Street from Dyckman to Hamilton is being completed by VK Civil Engineering and Cripps and Fontain Excavating. There is a pre-construction meeting during the week of May 18th.

We have sent out notices to residents that have driveways that come out on Elm Street in the work zones so that they may, at their cost, have their driveway approaches replaced while the work is being done. They are asked to call the Department of Public

Services to give us contact info and we will pass this onto the contractor and engineering firms.

Parks:

The Department of Public Services have installed the shallow area buoys, the kayak launch, and the new aluminum dock on Maple Island that was graciously donated by the Maple Lake Association. The bathrooms are all open, Maple Island, Tyler Field, and the bathrooms on W. Michigan by the Amphitheater are on timed locks and the bathroom at Sunset park will be locked by the police department in the evening and opened in the morning by DPS.

Briggs Dam:

The contractor Millbocker and Sons have moved out of town, the parking lot is back open for parking but is mostly dirt as the asphalt did not hold up to the equipment, and we are looking to repave next year. The steel fence is on order and will be installed in approximately 6 weeks, it will not be available from the manufacturer for approximately 5 weeks. We will keep the snow fence up until the new fencing is installed for public safety.

Streets:

Crews have been out patching potholes with cold patch, we will start milling and filling potholes with hot asphalt patch soon, our mechanic has been looking at different street rollers, we just have not found one that meets our criteria.

Hydrant Flush:

Our spring hydrant flush is scheduled for the week of May 18. We flush the system twice per year and we also open the mud valve in the water tower at that time to flush debris from the bottom of the water tower tank. We have the hydrant flushing set up in 4 separate zones, we do this over 4 days and crews will flush the hydrants at 3' per second until they clear up. We also grease all caps with food grade grease and look the hydrants over for any damage or needed repairs.

Respectfully Submitted,

Tim Brandys

Director of Public Services

Village of Paw Paw

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Village Manager's Report for
Date: May 27, 2026

Updates & Reports

- **Michigan Public Power Association Spring Meeting** – There were several important topics covered at this year's MPPA Spring Meeting that I want to share with Village Council members.
 - **Legislation** – Village Council members are all aware of the aggressive mandates being imposed on utility providers in Michigan to provide power to our customers from renewable energy sources. Presently, the Village is meeting these requirements through the purchase of Renewable Energy Credits. While there has been a legislative effort to reduce or eliminate the mandates, it does not appear that this effort will be successful. However, there remains a chance that the State may allow the four PJM utilities (which includes Paw Paw) to purchase RECs from anywhere in Michigan, as opposed to having to buy them from sources on the PJM grid. This could potentially make them more affordable to us.
 - **Energy Markets** – We learned that, unfortunately, the PJM grid, which covers a large region of the country, is the most pressured by data center proposals and new power generation projects within the grid are not keeping up with demand growth. This is not good news for our ability to purchase power affordably. MPPA's presenter said that there is an additional \$23 Billion in capacity auction costs that will be passed on to rate payers based on this projected shortfall. This makes it more important than ever to move forward with the proposed Liquid Natural Gas generator project we have talked about previously. We are working with MPPA on this and expect to have a significant presentation to share with you on it later this summer, most likely in July or August.

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- **Cybersecurity** – Another presenter spoke about cybersecurity and its important to smaller utilities. He said there are more attacks coming from places like Russian and China than previously, and they are focusing more often on smaller utilities, because they are probing for ‘soft targets’ that are easier to infiltrate. Their goal is to identify weaknesses that can be exploited if there is a larger confrontation between these nations. The good news is that there are also likely to be cybersecurity solutions created for and provided at low or no cost to small utilities, because the industry overall sees this as a high priority. Due to the interconnectedness of the electrical grid, a vulnerability that can be exploited at a small utility could be used to cause problems over a much larger area.