



Village of Paw Paw  
**Village Council Regular Meeting**  
Monday, June 22, 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 June 8, 2026
- VI. Authorization to Pay Claims.** June 22, 2026 (Craddock, Rohr); July 13, 2026 (Martinez, Richardson)
- VII. Audience Participation (Limited to 3 minutes per speaker)**
- VIII. Council Member Comments**
- IX. Public Hearings: None**
- X. Action Items**
  - Verdantis Agreement – electrical engineering
  - Lounsbury Excavating – Pay Request #1 for Elm Street Project
  - Briggs Dam Project – Change Order No. 3
- XI. Closed Session – Pursuant to the Michigan Open Meetings Act (Act 257 of 1976) Section 8 (1) d. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.**
  - Potential action in open session – offer to purchase property

**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): July 13 (date change) - **7 PM**
- Downtown Development Authority (Plaszczak): July 20 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): July 16 - **4 PM**
- Farmers Market (Martinez): July 17 - **5 PM**
- Fire District Board (Craddock): July 7 - **7 PM**
- Historical Commission (Plaszczak): July 8 - **4 PM**
- Housing Commission (Rohr): July 20 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): July 2 - **4 p.m.**
- Planning Commission (Martinez): July 2 - **7 PM**
- Wine & Harvest Board (Craddock): July 1 - **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, June 8, 2026**

The Regular Village Council meeting of Monday, June 8, 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, Trustees Steve Richardson, Nicolas Martinez, David McQueen and Donne Rohr. Also present: Village Manager Bryan Myrkle, Clerk Karla Tacy, DPS Director Tim Brandys 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 Craddock to approve the regular meeting minutes of May 27, 2026. All members present voting yes, motion carried.

**Approval of Minutes**

Motion by Martinez with support from McQueen to approve claims for Wednesday, June 8, 2026, in the amount of \$406,520.33. All members present voting yes, motion carried.

**Approval of Claims**

Mike McCarthy informed Council that he filed a motion with the Civil Courts regarding the Village collecting 3 mills of the PD Special Assessment on the July tax bills.

**Audience Participation**

Holly Hamilton reports that the Paw Paw Township website lists the Village's PD Special Assessment as 2 mills.

Trustee Craddock gave kudos to the DPS crew for doing a great job picking up brush from the recent storms.

**Council Member  
Comments:  
Craddock**

Trustee McQueen spotted the divers working at the north end of the lake to remove the old trash gates.

**McQueen**

Motion by Craddock with support from Richardson to adopt Resolution 2026-12 supporting the Grape Lake 5K Run/Walk on September 12<sup>th</sup>, from 8:45am-12pm. All members present voting yes, motion carried.

**Resolution 2026-12  
Approval of Grape Lake  
5K Run/Walk W&H  
Event**

Motion by Rohr with support of McQueen to approve the Rotary Club's Santa Run on Saturday, December 12, 2026, from 8am until 11:00am. All members present voting yes, motion carried.

**Request for Santa Run**

Motion by Martinez with support from McQueen to approve the site plan for 1022 E Michigan Ave, upon accepting the conditions deemed necessary by the Planning Commission (excluding #s 6-9) and the memo submitted by Cardinal Restoration. All members present voting yes, motion carried.

**1022 E Michigan Ave  
Site Plan**

**Minutes, Paw Paw Village Council  
Regular Meeting, June 8, 2026**

Motion by Rohr with support from Richardson to award the bid for healer/sealer work on three bridges, to Ram Construction Services for an amount not to exceed \$142,720.00. All members present voting yes, motion carried.

**Bridge Healer/Sealer Bid Award**

Motion by Richardson with support from Craddock to approve the 2026-2027 MML Workers Comp Renewal in the amount of \$22,670. All members present voting yes, motion carried.

**2026 Workers Comp Renewal**

Motion by Martinez with support from Rohr to approve the \$10,000 pay request #2 from Michigan Paving for 2025 Road Improvement Projects. All members present voting yes, motion carried.

**Michigan Paving Pay Request #2**

Motion by Rohr with support from Martinez to approve pay request No. 6 (final) from Riverworks Construction, Inc in the amount of \$21,500. All members present voting yes, motion carried.

**Maple Island Bridge Pay Request #6**

The Parks & Rec Committee welcomed new member, Diane Wilke-Karna. Discussion was held regarding potential projects for 2026 and the playground equipment donated by PPS.

**Committee Meetings  
Parks and Rec**

None.

**DDA**

None.

**Economic & Residential Opportunity**

None.

**Farmers Market**

None.

**Fire Board**

None.

**Historical Commission**

The Housing Commission has rescheduled their June meeting until June 29<sup>th</sup> at 3pm.

**Housing Commission**

The Maple Lake Preservation Committee discussed potential lake improvements.

**Maple Lake Preservation**

The Planning Commission approved the site plan for 1022 E Michigan Ave.

**Planning Commission**

The Wine & Harvest Festival Board will be holding a meeting on June 10 and July 1<sup>st</sup>.

**Wine & Harvest**

President Plaszczak invited Council to attend the Paw Paw District Library's grand opening of their new outdoor space on July 8<sup>th</sup> from 5-7pm.

**Council Member  
Comments:  
Plaszczak**

**Minutes, Paw Paw Village Council  
Regular Meeting, June 8, 2026**

Trustee Martinez reports that the Farmers Market Board has been receiving positive feedback regarding the new location. The Board will be holding several Friday night markets at St. Julian Winery.

**Martinez**

Manager Myrkle announced that Bronson Lakeview is planning a significant ER expansion. The site plans will go to the Planning Commission at the beginning of July and then to Council.

**Manager Comments**

DPS Director Brandys reports that divers removed the old trash gate near the hydro dam. Flory Line Services is in town replacing power poles. The Elm St reconstruction project is progressing well.

**Staff Comments  
Brandys**

Chief Rottman reports that Bronson Hospital recently received Swatting threats. The new patrol car with the equipment installed came in under budget.

**Rottman**

Motion by Craddock with support by Richardson to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 7:53pm.

**Adjournment**

Respectfully submitted:

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Karla Tacy  
Village Clerk

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Roman Płaszczak  
Village President



# Verdantas Agreement

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# Village of Paw Paw MICHIGAN

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## Memorandum

To: Village Council  
From: Bryan Myrkle, Village Manager  
Re: Verdantas Master Agreement  
Date: June 18, 2026

### Background

For many years, the Village of Paw Paw has worked with Michael McGeehan and GRP Engineering for Electrical Engineering Services. McGeehan recently retired and his company has been purchased by Verdantas,

The Village continues to have regular need for electrical system consultation and engineering services, and it appears most of GRP's clients have successfully transitioned to Verdantas, including MEC. There is considerable value in continuing this relationship, because Verdantas has all the engineering records related to the work Mr. McGeehan has done for the Village, and has a relationship with MEC who is currently maintaining our system.

Attached is a 'master agreement' intended to cover all of the work Verdantas might perform for the Village as its electrical engineer. The agreement has been reviewed and approved by Village Attorney Brad Fowler.

### Recommendation

Approve master agreement with Verdantas.

**Lounsbury Pay Request #1**  
**Elm Street Project**

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
FOR GOVERNMENT CLIENTS

CONTRACT # MSA.2026.Paw Paw.Michigan

Consultant:

Verdantas Michigan LLC

Client:

Village of Paw Paw, 111 E Michigan Ave, Paw Paw, Michigan 49079

WITNESSETH THAT:

WHEREAS, Client wishes to retain Consultant, both as identified above, to provide professional services as an independent contractor as outlined in Section 2 of this Master Agreement for Professional Consulting Services (this "Agreement"); and

WHEREAS, Client and Consultant, collectively the "Parties," and each individually a "Party", desire to establish terms and conditions applicable to every task order, work order, purchase order or other agreement concerning professional services ("Services") to be performed by Consultant on Client's behalf;

NOW, THEREFORE, in consideration of the promises, conditions, and agreements herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following definitions apply:
  - 1.1. "Agreement" means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
  - 1.2. "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
  - 1.3. "Proposal" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
  - 1.4. "Services" means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
  - 1.5. "Site" means any site upon which or in relation to which Services may be performed.
  - 1.6. "Task Order" means a document by which Client authorizes Consultant to provide specific Services as set forth in a

Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.

- 1.7. "Project" means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

## 2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. **Term and Effective Date.** The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of three (3) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

## 4. Force Majeure.

- 4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").
- 4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

## 5. Hazardous Substances; Reporting Obligations; General Risks.

### 5.1. *Unanticipated Hazardous Substances.*

- A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats.*

A. In accordance with individual states' general laws and regulations, the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under state laws and regulations may conflict with the interests of the Client. The Client shall not seek to hold Consultant liable in the event of any actual or alleged conflict between the interests of the Client and the requirements of the applicable state law and regulations. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks.* Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. *Waste Containment.* If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

## 6. Labor Rates.

- 6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.
- 6.2. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.
- 6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

## 7. Invoices and Payment.

- 7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.
- 7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of Probable Cost**"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.
- 7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

## 8. Termination.

- 8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.
- 8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.
- 8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

**9. Insurance.**

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
<b>Worker's Compensation</b>	Statutory Limit
<b>Employer's Liability</b>	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<b>Commercial General Liability</b> including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
<b>Automobile Liability</b> , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
<b>Professional Liability (Errors and Omissions)</b>	\$5,000,000
Per Claim Aggregate	\$5,000,000
<b>Contractor's Pollution Liability Coverage (if applicable)</b>	\$1,000,000
Per Claim Aggregate	\$2,000,000
<b>Excess Liability (Umbrella Form)</b>	\$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

**10. Indemnification; Limitation of Liability.**

10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.

10.2. Client agrees that Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually and collectively, "**Consultant Indemnitees**") does not assume liability for Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client.

10.3. Client agrees that Consultant shall not be liable for any environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**") and further agrees that Consultant shall not be liable for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

10.4. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. **Standard of Care.** Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

**12. Client Responsibilities.**

12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.

B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.

C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.

D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.

E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

**12.2. Site Access.**

A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.

B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.

C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

**13. Change Orders.**

13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("**Change**"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.

13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

**14. Notices and Authorized Representatives.**

14.1. Notices. Any and all notices required or permitted under or in connection with this Agreement shall be made in writing by the notifying Party upon the Authorized Representative of the notified Party as identified, below. Each such Notice shall be delivered by Registered United States mail or via a prepaid overnight courier service providing evidence of receipt.

14.2. Project Communications. Any project communications, except for Notices made in accordance with Paragraph 14.1, above, and including but not limited to those made: by United States mail, via email, by telephone, Teams, Zoom or similar internet-based communications platform, by text (sms), or by facsimile shall be directed to Authorized Representative of the receiving Party, unless directed otherwise in writing by the Authorized Representative of the receiving Party.

14.3. Authorized Representatives. The name and contact information of the Authorized Representative designated by each Party is set forth below. Each Party may change its Authorized Representative by providing prior written Notice to the other Party. The Authorized Representatives of the Parties may, by prior written agreement, designate other individuals within their respective organizations to receive or provide identified routine communications such as invoicing or accounts payable/receivable, on-site project coordination, or to address a particular technical or

administrative issue.

Authorized Representative of Consultant is:

Name: Ryan Morse

Title: Department Leader – Distribution Energy Services

Address: 3300 Eagle Run Dr. NE., Suite 101, Grand Rapids, Michigan 49525

Email: rmorse@verdantas.com

Office Phone: 760-358-4709

Mobile Phone: 831-246-3515

Authorized Representative of Client is:

Name:

Title:

Address:

Email:

Office Phone:

Mobile Phone:

- 15. **Use of Name.** Client authorizes Consultant to use Client’s name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.
- 16. **No Third-Party Reliance.** Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant’s work product to any third party, and no third party will have the right to rely on the Services or Consultant’s Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant’s prior express written consent.
- 17. **Work Product.**
  - 17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know-how and all other information prepared, developed, or furnished by or on behalf of Consultant (“**Work Product**”). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.
  - 17.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.
  - 17.3. Work Product is created solely for the purposes of Consultant’s performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client’s sole risk and without

liability to Consultant and Client agrees that Consultant shall not be liable for any all claims, suits, actions or damages related to such use of Work Product by Client.

17.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.

18. **Severability.** If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

19. **Governing Law; Conflict Resolution.**

19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.

19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.

19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.

19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

20. **Miscellaneous.**

20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.

20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.

20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.

20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.

20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.

20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.

20.7. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind.

20.8. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

**IN WITNESS WHEREOF**, each Signatory hereto, by affixing their signature below, agrees to and accepts the terms and conditions set forth herein and represents that they are authorized to execute this Agreement on behalf of their respective Party.

**CLIENT:**

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

Name: \_\_\_\_\_

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

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

**CONSULTANT:**

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

Name: Ryan Morse

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

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



**Contractor's Application for Payment**

Owner: Village of Paw Paw Owner's Project No.: \_\_\_\_\_  
 Engineer: Fiels & VandenBrink Engineer's Project No.: 866291  
 Contractor: Lounsbury Excavating, Inc. Contractor's Project No.: \_\_\_\_\_  
 Project: Elm Street Utility and Street Improvements

Application No.: 1 Application Date: 6/4/2026  
 Application Period: From 5/18/2026 to 5/31/2026

1 Original Contract Price	\$	534,021.00
2 Net change by Change Orders	\$	
3 Current Contract Price (Line 1 + Line 2)	\$	534,021.00
4 Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	112,798.86
5 Withholding		
a. <u>10%</u> X <u>\$ 112,798.86</u> Retainage	\$	11,279.88
b. Total Withholding	\$	11,279.88
6 Amount eligible to date (Line 4 - Line 5.b)	\$	101,518.70
7 Less previous payments (Line 6 from prior application)	\$	-
8 Amount due this application	\$	101,518.70
9 Balance to finish, including retainage (Line 3 - Line 4)	\$	421,222.44

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Michael Hiestand, President  
 Signature: [Signature] Date: 6/10/2026

**Recommended by Engineer**

By: Matthew Johnson  
 Title: Matthew Johnson  
 Date: 26.06.10 13:52:30-04'00

**Approved by Owner**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)
		D Item Quantity	E Units	F Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work (\$)	Value of Work Completed to Date (\$)		
34	Sign, Type B, Temp, Prismatic, Oper	360	SFL	\$ 0.30	\$ 108.00	407.76	\$122.33	\$122.33	
35	Turf Establishment	2000	Syd	\$ 16.80	\$ 33,600.00	0.00	\$0.00	\$0.00	
36	Aggregate Base, 8 Inch	1010	Syd	\$ 12.75	\$ 12,877.50	0.00	\$0.00	\$0.00	
37	Concrete, Pavement, Non-Reinforced, 8 Inch	240	SFL	\$ 94.85	\$ 22,764.00	0.00	\$0.00	\$0.00	
38	Driveway Maintenance, Residential	4	Ea	\$ 913.00	\$ 3,652.00	0.00	\$0.00	\$0.00	
39	Driveway Maintenance, Commercial	1	Ea	\$ 1,460.00	\$ 1,460.00	0.00	\$0.00	\$0.00	
40	Water Main, 6 Inch	510	LFT	\$ 78.25	\$ 39,907.50	485.50	\$37,990.38	\$37,990.38	
41	Water Main, Bend, 45 Deg, 6 Inch	4	Ea	\$ 932.25	\$ 3,729.00	4.00	\$3,729.00	\$3,729.00	
42	Water Main, Cut & Cap, 2 Inch	4	Ea	\$ 919.50	\$ 3,678.00	0.00	\$0.00	\$0.00	
43	Tapping Sleeve & Valve, 6" X 6" Inch	2	Ea	\$ 8,847.00	\$ 17,694.00	2.00	\$17,694.00	\$17,694.00	
44	Corporation, 1 Inch	6	Ea	\$ 714.00	\$ 4,284.00	0.00	\$0.00	\$0.00	
45	Water Service, 1 Inch	200	LFT	\$ 120.00	\$ 24,000.00	0.00	\$0.00	\$0.00	
46	Water Service, Reconnect	6	Ea	\$ 787.00	\$ 4,722.00	0.00	\$0.00	\$0.00	
47	Valve Box, Rem	2	Ea	\$ 221.50	\$ 443.00	0.00	\$0.00	\$0.00	
48	Valve Box, Adj.	5	Ea	\$ 775.00	\$ 3,875.00	0.00	\$0.00	\$0.00	
49	Sanitary Sewer, Insulation, 2 Inch XPS Board	10	Syd	\$ 52.50	\$ 525.00	0.00	\$0.00	\$0.00	
50	Storm Sewer, Reconnect	6	Ea	\$ 754.00	\$ 4,524.00	14.00	\$10,556.00	\$10,556.00	
51	Storm Sewer, 6 Inch	15	LFT	\$ 75.25	\$ 1,128.75	32.00	\$2,408.00	\$2,408.00	
52	Storm Sewer, 8 Inch	15	LFT	\$ 84.75	\$ 1,271.25	8.00	\$678.00	\$678.00	
53	Storm Sewer, 10 Inch	15	LFT	\$ 97.50	\$ 1,462.50	16.00	\$1,560.00	\$1,560.00	
54	Sewer, Rem, Less than 24"	50	LFT	\$ 75.80	\$ 3,790.00	0.00	\$0.00	\$0.00	
55	Pedestrian Barricade	8	Ea	\$ 23.75	\$ 190.00	0.00	\$0.00	\$0.00	
56	Cash Allowance	5000	Dollars	\$ 1.00	\$ 5,000.00	0.00	\$0.00	\$0.00	
57	Excavation, Exploratory	200	CYd	\$ 3.00	\$ 600.00	0.00	\$0.00	\$0.00	
58	Trench Undercutting and Backfill	50	CYd	\$ 54.25	\$ 2,712.50	0.00	\$0.00	\$0.00	
<b>Original Contract Totals</b>					<b>\$534,021.00</b>		<b>\$107,695.63</b>	<b>\$107,695.63</b>	
<b>Change Orders</b>									
37	Concrete, Pavement, Non-Reinforced, 8 Inch	240	SFL	\$94.85	-\$22,764.00	0.00	\$0.00	\$0.00	
CO1-1	Concrete, Pavement, Non-Reinforced, 8 Inch	240	Syd	\$94.85	\$22,764.00	59.80	\$5,102.93	\$5,102.93	
<b>Change Order Total</b>					<b>\$0.00</b>		<b>\$5,102.93</b>	<b>\$5,102.93</b>	
<b>Original Contract and Change Orders</b>									
<b>Project Totals</b>					<b>\$534,021.00</b>		<b>\$112,798.56</b>	<b>\$112,798.56</b>	

**Briggs Dam Project  
Change Order No. 3**

**Change Order No. 3**


Date of Issuance: June 9, 2026	Effective Date: June 9, 2026
Owner: Villager of Paw Paw	Owner's Contract No.:
Contractor: Milbocker & Sons, Inc.	Contractor's Project No.:
Engineer: Barr Engineering Co.	Engineer's Project No.: 22801015.06
Project: Briggs Dam Repairs	Contract Name: Briggs Dam Repairs

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

Description:  
Additional work in the period of May 12 to May 13, 2026, required to remove and dispose of spoil material from spillway excavation.

Attachments: *Waste Management Manifest – Briggs Dam Repair, Copies of Manifests*

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>2</u> ; <u>\$ 133,826.98</u>	Increase from previously approved Change Order No. <u>2</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>\$ 2,453,871.98</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>\$ 15,608.22</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>\$ 2,469,480.20</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 Hedbrink</u>	By: _____	By: 
Engineer (if required)	Owner (Authorized)	Contractor (Authorized)
Title: <u>Structural Engineer</u>	Title: _____	Title: <u>PROJECT MANAGER</u>
Date: <u>June 9, 2026</u>	Date: _____	Date: <u>06-10-2026</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Waste Management Manifest - Briggs Dam Repair

Load	Date	Ticket #	Tonnage
1	5/12/2026	876970	44.76 x
2	5/12/2026	876974	32.94 y
3	5/12/2026	876979	28.96 y
4	5/12/2026	876984	38.48 x
5	5/12/2026	877020	31.82 y
6	5/12/2026	877022	28.05 y
7	5/12/2026	877031	33.79 x
8	5/12/2026	877038	38.82 x
9	5/12/2026	877057	31.97 y
10	5/12/2026	877065	33.90 y
11	5/12/2026	877078	36.28 x
12	5/12/2026	877089	34.57 x
13	5/12/2026	877110	34.67 y
14	5/12/2026	877114	26.15 y
15	5/12/2026	877135	30.82 x
16	5/12/2026	877144	33.64 x
17	5/12/2026	877156	35.57 y
18	5/12/2026	877157	29.59 y
19	5/13/2026	877202	35.86 x
20	5/13/2026	877203	29.24 y
21	5/13/2026	877278	32.49 x

702.37 Tons

@ 1.35 tons/Cyd 520.27 Cyds

@ 30.00 \$/Cyd \$ 15,608.22

# Updates & Reports

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# Village of Paw Paw MICHIGAN

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## Memorandum

To: Village Council  
From: Bryan Myrkle, Village Manager  
Re: Village Manager's Report for  
Date: June 18, 2026

### Updates & Reports

- **Warner Vineyards** – As the Warner Vineyards expansion project continues, the Village is continuing to receive multiple noise complaints each week from residents. I estimate the volume of complaints is greater this year than last. I am also monitoring similar issues in two other West Michigan communities who are facing significant resident complaints regarding noise from commercial business enterprises to see how those are addressed, to the extent that they are addressed at all.

I was pleased to be invited to participate in a 'Tabletop Exercise' organized and managed by the Van Buren County Emergency Operations Coordinators. This exercise walked through the various response scenarios for potential critical incidents at Warners. I was very happy to see the various emergency services agencies take the potential for an emergency event at this location seriously and to conduct pre-incident planning.

- **National Register of Historic Places** – I have been working with Mary Springer to explore the possibility of having several individual buildings or the entire downtown central business district nominated for inclusion on the National Register of Historic Places. This designation could lead to additional grant funding for downtown building owners, as well as potential income tax benefits for those same owners. It could raise awareness of Paw Paw for visitors interested in historic tourism. While there is quite a bit of work associated with nominating a local area for inclusion, the benefits could be significant. It is important to note that unlike certain other historic designations, inclusion on the National Register does not impose any restrictions or

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requirements on building owners. They remain free to make any expansions or alterations they choose to without penalty.

- **Hawthorne Meadows** – I have continued working with the developers of the Hazen Street project, as well as Van Buren County, Planner Tricia Anderson, and Dave Stegink of Fishbeck, to tie up those remaining loose ends related to the PUD site plan, the Brownfield Plan and the anticipated transfer of street jurisdiction to the Village. I expect there will be several items related to this development on the July 13 Council agenda.
- **Economic & Residential Opportunity** – I have continued working with this committee to plan and propose a potential tax incentive policy for the Village of Paw Paw. We will be updating you on our progress and talking to you about next steps within the next month or so.



## *PAW PAW POLICE DEPARTMENT*

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P.O. Box 179 • 114 Harry L. Bush Blvd. • Paw Paw, MI 49079

Phone: 269-657-5501 / Fax: 269-657-5144

email: [pppd651@pawpaw.net](mailto:pppd651@pawpaw.net)

ERIC ROTTMAN  
Chief of Police

DATE: June 10, 2026

TO: Village Manager Bryan Myrkle

FROM: Chief of Police Eric Rottman

### **RADIO ENCRYPTION UPDATE**

State and federal requirements are moving law enforcement agencies toward encrypted radio communications on designated channels. The primary purpose of encryption is to protect personally identifiable information and other sensitive data that may be transmitted over the radio. Additionally, the widespread availability of scanner applications that allow real-time monitoring of law enforcement activity has created officer safety concerns, further emphasizing the need for encrypted communications.

Van Buren County has delayed implementation of radio encryption; however, the county has reached a point where preparations must begin to ensure compliance when encrypted law enforcement radio channels are fully implemented. As a smaller agency served by Van Buren Central Dispatch, our department will be required to meet the same encryption standards and requirements as the Van Buren County Sheriff's Office and other county law enforcement agencies.

Historically, radio system upgrades have often been funded through countywide grants secured by the Van Buren County Sheriff's Office. The Sheriff's Office has actively pursued state and federal grant opportunities to assist agencies throughout the county with the costs associated with encryption and radio replacement. Unfortunately, funding opportunities for these projects have been limited, and no grant assistance appears to be forthcoming. While we had hoped grant funding would become available, we believe the most responsible course of action is to proceed with the necessary upgrades now to ensure we are prepared for future implementation.

### **Accomplishments to Date**

Over the past two years, the department has purchased four new Kenwood portable radios equipped with encryption capability. These radios replaced outdated portable units that could not accept encryption upgrades and were no longer serviceable.

In addition, the department has three Motorola portable radios purchased in 2021 that are compatible with encryption upgrades. Due to favorable pricing, we have moved forward with adding encryption to these units, and installation is expected to be completed in the coming weeks.

## **Remaining Needs**

The department has begun transitioning from Motorola to Kenwood radios. Kenwood has established itself as a reputable manufacturer and is increasingly being adopted by law enforcement agencies as a cost-effective alternative to Motorola.

In 2021 and 2022, the department purchased three Kenwood mobile radios to replace Motorola mobile radios that were nearing twenty years of service and had reached end-of-life status. At the time of purchase, encryption capability was not required and therefore was not included. These three radios now require encryption upgrades.

Additionally:

- One original Motorola mobile radio must be replaced because it cannot support encryption upgrades.
- One base station radio located at the police department must be replaced. Due to the metal construction of the department building, radio reception can be challenging. The base station operates independently and is connected to the department's speaker system to ensure calls for service are not missed.

## **Future Equipment Needs**

The upgrades identified above represent the minimum equipment necessary to maintain operations once encrypted communications are implemented. To continue providing the high level of service expected by our community, the department will also need to purchase:

- One additional Kenwood portable radio.
- Two additional Kenwood mobile radios.

## **Funding**

The Village recently received Public Safety Revenue Sharing funds from the State of Michigan. These funds are intended to support law enforcement services and arrive at a critical time given the costs associated with radio encryption. The Village's allocation totaled **\$28,378**.

Current cost estimates are as follows:

- Encryption upgrades for the three Motorola portable radios: **less than \$3,000**
- Encryption upgrades for the three existing Kenwood mobile radios, a new encrypted base station and the purchase of one new encrypted mobile radio to replace the outdated Motorola mobile unit: **approximately \$12,000**

The available Public Safety Revenue Sharing funds should cover the majority of the short-term and long costs.

### **Next Steps**

The department intends to move forward with the required upgrades and purchases necessary to equip our patrol vehicles and replace our base station with encrypted communications capability. These improvements will ensure compliance with state and federal requirements, enhance officer safety, protect sensitive information, and maintain reliable communication capabilities for our officers and dispatch operations.

When Van Buren County starts their transition, we will look at purchasing the last two mobile radios and the additional portable.

### **LEIN Services Study**

Our department has been invited to participate in a Michigan State Police Law Enforcement Information Network (LEIN) project that will assess the need to modernize two critical statewide systems used in the administration of criminal justice: the Law Enforcement Information Network (LEIN) and the Criminal History Record (CHR) system.

We are honored to have been selected to participate in this important initiative. The invitation reflects the professionalism, expertise, and reputation of our department within Michigan's law enforcement community. By contributing to this study, we will have the opportunity to provide valuable input that may help shape the future of these essential public safety systems.

Lieutenant Carlsen will represent our department throughout the project and work alongside other stakeholders to evaluate current system capabilities and future needs.

We appreciate Lieutenant Carlsen's willingness to serve in this role and look forward to contributing to this statewide effort to enhance law enforcement technology and information-sharing capabilities.

### **SENIOR SERVICES**

Our department participated in a Coffee with a Cop at Senior Services on the 17<sup>th</sup>. We were able to interact with a number of seniors in our community and had great conversations. We look forward to partnering with Senior Services in the future.

### **MULTI -AGENCY EMERGENCY TABLETOP EXCERSISE**

In conjunction with Van Buren Emergency Management and other regional partners we participated in two critical incident tabletop scenarios on Friday the 12<sup>th</sup>.

Van Buren County Sheriff's Office described the benefits perfectly when they said the following:

Tabletop exercises provide tremendous value by allowing emergency responders and partner agencies to practice decision-making in a controlled environment before an actual emergency occurs. These events help agencies evaluate plans, strengthen working relationships, improve communication processes, and identify potential gaps that may not be apparent during day-to-day operations.

For the public, the benefits of these preparedness activities are significant. When agencies train together, they are better prepared to coordinate resources, share information, and make informed decisions during real-world emergencies. This preparation helps reduce response times, improves public safety outcomes, and increases the community's overall resilience during disasters and other critical incidents.

All members of the Paw Paw Police Department are committed to continuing the high level of service that we strive to provide to the community, and these exercises are just a part of that commitment.

#### **CITIZEN EMAIL OFFICER MCMEEKAN**

First of all, I would like to thank you for your response, both times, to my complaint about dumpster divers and kids on bikes dumpster diving and congregating behind the dumpster located at the now vacant 307 Davis St address. Last night was the 4th such incident that I know of since the dumpster got filled up in late April.

I appreciate your officer showing up promptly and checking the residence out. Unfortunately, this time it was a light colored, loud pickup that left east on Davis about 30 seconds before your officer got there. His presence gave me back a sense of security. This has always been a very safe, friendly neighborhood.

Hoping the dumpster gets moved soon.

Just wanted to say thank you, again. Appreciate you!

Deborah

#### **CITIZEN EMAIL OFFICER NEWMAN**

Chief:

I received a call today from a XXX XXXXX, XXX Dyckman, Paw Paw, MI., who wanted to compliment Officer Newman for such a fine job he did speaking with him this morning. He indicated that Officer Newman was a very kind and courteous officer and appreciated the service of him and the department and requested that I inform you.



06/22/2026

## Council Update

### **Elm Street:**

Work on the first part of Elm Street is going well, the last remaining water service is being replaced and Lounsbury are scheduled towards the end of the week to mill and pave their portion of Elm Street. They will start milling and paving on the West side of N. Kalamazoo and continue to Dyckman Street. The next phase of Elm Street will start in approximately 2 weeks; this phase will be done by Cripps Fountaine and will include replacing the undersized watermain as well as paving from Dyckman to Hamilton.

Cripps Fountaine will have 2 crews working on these projects and will start on Cedar Street. As a reminder, they will be doing work on Elm, Willard, Cedar, Hamilton, Marcellitti, and Davis Streets.

### **Hydro Dam:**

As you all know, we had an old trash gate in the water that was preventing full closure of the Hydro Dam Spill Gate at the north end of Maple Lake. We had divers in the water on 06/08/2026 working to cut up and remove the old gate and to clean debris from the existing trash gates as well as the area directly under the Hydro Dam building (this is the spill gate area). Due to the work involved and the amount of debris found the work took 3 days to complete. I am happy to report that this work was a success, and we now have an additional 2" of spill gate travel. By having this cleaned we no longer have the waterfall effect that was affecting our automated lake level system so hopefully the system will be able to keep the lake level more stable than it has in the past. Removing the old gate and clearing out years of debris made a significant difference.

There were other issues found while cleaning the trash gates on the lake side, these are not critical at this point and will be addressed next year when we have the cleaning performed, these cleanings should be done yearly to prevent buildup.



**Fishbeck:**

The engineering firm Fishbeck are scheduled to be back at DPS at the end of the week to perform slug testing that is needed before we can get the 1991 spill closed out.

**DWSRF Water Main Project:**

SWT Excavating is in the process of scheduling with homeowners to install the remaining water services for this water project. This would be the 3 houses on Mather Ct and the apartment at 600 W. Michigan.

Respectfully Submitted,

Tim Brandys

Director of Public Services

Village of Paw Paw