



Village of Paw Paw
Village Council Regular Meeting
Monday, August 24, 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 Plaszcak; 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 August 10, 2026
- VI. **Authorization to Pay Claims. August 24, 2026 (Craddock, Rohr); September 14, 2026 (Martinez, McQueen)**
- VII. **Audience Participation (Limited to 3 minutes per speaker)**
- VIII. **Council Member Comments**
- IX. **Public Hearings: None**
- X. **Special Presentation:**
 - **Dane Porter, Maner-Costerisan, 2025-2026 Fiscal Year Audit**
- XI. **Action Items**
 - Code Enforcement Officer contract
 - Electrical engineering contract
 - Resolution authorizing bank signatories
 - DDA Appointment – Dakota Hoskins
- XII. **Workshop Items: None**

XIII. 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): Sept. 8 (change due to Labor Day holiday) - **7 PM**
- Downtown Development Authority (Plaszczak): Sept. 21 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): TBD - **4 PM**
- Farmers Market (Martinez): Sept. 18 - **5 PM**
- Fire District Board (Craddock): Sept. 1 - **7 PM**
- Historical Commission (Plaszczak): Sept. 9 - **4 PM**
- Housing Commission (Rohr): Sept. 28 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): TBD - **4 p.m.**
- Planning Commission (Martinez): Sept. 3 - **7 PM**
- Wine & Harvest Board (Craddock): Sept. 2 - **6 PM**

XIV. Council Member Comments

XV. Manager & Departmental Reports

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

- Sidewalk Vendor Regulation

XVII. 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, August 10, 2026**

The Regular Village Council meeting of Monday, August 10, 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 (excused) and Donne Rohr (excused). Also present: Village Manager Bryan Myrkle, Clerk Karla Tacy, DPS Director Tim Brandys and Police Chief Eric Rottman.

Members Present

Motion by Martinez with support from Craddock to approve the agenda as presented, with the addition of DDA Mural Authorization as Action Item #3. All members present voting yes, motion carried.

Approval of Agenda

Motion by Richardson with support from Craddock to approve the regular meeting minutes of July 27, 2026. All members present voting yes, motion carried.

Approval of Minutes

Motion by Martinez with support from Craddock to approve claims for Monday, August 10, 2026, in the amount of \$950,476.39. All members present voting yes, motion carried.

Approval of Claims

Tammy Vandenbos voiced her concern regarding the noise from the Warner Vineyards concerts.

Audience Participation

None.

**Council Member
Comments:**

Motion by Craddock with support from Richardson to accept Resolution 2026-13 Supporting the Red Arrow Convoys' Special Event Application for the December 12th Lighted Truck Parade along Red Arrow Highway from Oshkemo to I-96 in Coloma. All members present voting yes, motion carried.

**Action Items:
Red Arrow Convoy
Lighted Truck Parade**

Manager Myrkle will begin the process of amending the short-term rental zoning ordinance. He will resubmit the draft with the Council's suggested changes to the Planning Commission, who will then hold a second public hearing.

**Short-Term Rental
Ordinance Revision**

Motion by Craddock with support from Richardson to approve the DDA's request to have an artist install a mural on the side of Village Hall. All members present voting yes, motion carried.

**DDA Mural
Authorization**

The Michigan Department of Transportation (MDOT) is planning to replace the M-40 bridge over I-94 in 2028. MDOT provided several examples of bridge and roundabout aesthetics for the Village to consider. Staff and Council began the discussion regarding the possible aesthetic treatments for the new bridge.

**Workshop Items:
I-94 Bridge Aesthetics**

**Minutes, Paw Paw Village Council
Regular Meeting, August 10, 2026**

The next Parks & Rec Board meeting will be held September 14th at 4:30pm at Village Hall.

None.

None.

None.

None.

None.

None.

None.

The Planning Commission approved the drafted Master Plan at their last meeting and recommends for Council approval. Trustee Martinez reports that the Planning Commission desires to revisit the Outdoor Entertainment Permit issued to Warner Vineyards, once the current concert season ends.

None.

Trustee Martinez stated that although the noise from the Warner Vineyards concerts do not personally affect him, he believes Council owes it to the residents that are impacted to try to remedy.

Manager Myrkle announced that staff is considering installing natural gas generators near Gremps St & Commercial Ave to help shave off electric demand during peak times. Representatives from MPPA will be attending a Council meeting to do a presentation on the topic. Utility Billing Clerk, Missy Leonard, has accepted a new position and will be leaving her employment with the Village on August 21st.

DPS Director Brandys reports that Cripps Fontaine have started work on Elm, Willard and Cedar Streets.

Chief Rottman reports that Paw Paw Township generously offered to purchase two new AEDs for the PD. Tapper Ford will be hosting Public Safety Professional

**Committee Meetings
Parks and Rec**

DDA

**Economic & Residential
Opportunity**

Farmers Market

Fire Board

Historical Commission

Housing Commission

**Maple Lake
Preservation**

Planning Commission

Wine & Harvest

**Council Member
Comments:
Martinez**

Manager Comments

**Staff Comments
Brandys**

Rottman

**Minutes, Paw Paw Village Council
Regular Meeting, August 10, 2026**

Night on August 11th. Staff will be presenting a contract for the new Blight Enforcement Officer at the next Council meeting.

Motion by Craddock with support by Richardson to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned a7:59pm.

Adjournment

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszczak
Village President

DRAFT

Code Enforcement Contract



PAW PAW POLICE DEPARTMENT

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

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

email: pppd651@pawpaw.net

ERIC ROTTMAN
Chief of Police

DATE: August 20, 2026

TO: Village Manager Bryan Myrkle

FROM: Chief of Police Eric Rottman

REF: Blight Enforcement Officer

Larry Haynor, who has been our blight enforcement officer since 2025, has requested to give up this part of his responsibilities. Larry saw a village need when a new blight enforcement officer was needed and agreed to fill this position with the understanding it would not be permanent. In May of this year Larry expressed his desire for 2026 to be his last summer doing blight enforcement. Since then, Manager Myrkle and I have looked into different individuals to fulfill this role.

We spoke with several other entities and explored the options that are available for enforcement. We determined that contracting for ordinance enforcement would be the best option. At that point we compiled a list of individuals that would possibly meet our needs and expectations. After interviewing several blight enforcement businesses and individuals, one stood out as being best aligned with the expectations of the village for enforcement. This individual is Jeremiah Jones.

Jeremiah currently does blight enforcement for other entities in Cass County and would be adding enforcement for the Village of Paw Paw and the Village of Lawton. Manager Myrkle and I met with Jeremiah and discussed both the villages and his current approach to enforcement. We felt confident that Jeremiah would perform enforcement to the standards we have come to expect.

A thorough background was done. We received very positive comments about Jeremiah from the governments he currently works for. In addition, the village attorney that handles our blight enforcement is familiar with Jeremiah's work and highly recommended him.

We have prepared a contract for Jeremiah and the village to enter into for a period of one year. If approved Jeremiah will begin training on our blight process this week. He will take over open cases and begin enforcement on September 1st.

Part of the process for Jeremiah to begin enforcement is that he needs to be appointed by the council to perform the function of blight enforcement. We are asking that the council approve Jeremiah as the blight enforcement officer.

Integrity • Commitment • Compassion

ORDINANCE ENFORCEMENT OFFICER AGREEMENT

Between the Village of Paw Paw, Van Buren County, Michigan and Jeremiah Jones

For Ordinance Enforcement Officer

This Agreement (the "AGREEMENT") shall be binding between the Village of Paw Paw, Van Buren County, Michigan, and Jeremiah Jones for the performance by Jeremiah Jones ("CONTRACTOR") of Ordinance Enforcement Officer duties for the Village of Paw Paw (the "VILLAGE").

It is understood that the CONTRACTOR'S duties will be rendered primarily from Village of Paw Paw Police Department at 113 E Berrien St., Paw Paw MI 49079. The VILLAGE will deliver all information necessary for the CONTRACTOR to perform his duties under this AGREEMENT to the CONTRACTOR at the Paw Paw Police Department at 113 E Berrien St., Paw Paw MI 49079 or in a manner mutually agreed upon by the CONTRACTOR and the VILLAGE, as the information and materials are received by the VILLAGE. Village of Paw Paw will provide necessary documents to the Ordinance Enforcement Officer for use in the Village of Paw Paw.

The term of this contract shall be for a period of 12 months, shall commence on September 1, 2026, and shall continue until August 31, 2027, unless extended or terminated earlier by either party. Any extensions of this AGREEMENT shall be upon such terms and compensation as shall be agreed upon in writing by the parties. This AGREEMENT may be extended from year to year by mutual written agreement of the parties prior to its termination. Either party may terminate this contract at any time upon thirty (30) days' written notice to the other party.

The VILLAGE shall pay to JEREMIAH JONES ("CONTRACTOR") the sum of \$30 per hour in accordance with time submitted by CONTRACTOR bi-weekly under the VILLAGE's normal employee payment schedule.

Ordinance Enforcement Officer duties shall include, but are not limited to:

1. Investigating ordinance violations.
2. Issuing and serving municipal ordinance violation notices and municipal civil infraction citations as authorized under MCL 600.8701 et seq.
3. Issuing and serving appearance tickets as authorized under MCL 764.9c.
4. Appearance in court or other judicial or quasi-judicial proceedings to assist in the prosecution of ordinance violators.
5. Such other ordinance enforcing duties as may be delegated by the Village of Paw Paw, Village Manager, or other Village official authorized to assign such duties.

The CONTRACTOR shall furnish, at the CONTRACTOR'S own expense, his own automobile to be used when performing Ordinance Enforcement Officer duties. This clause does not prohibit the Ordinance Enforcement Officer from accompanying a member of the Village in undertaking ordinance enforcement and/or investigation efforts in a different vehicle.

The parties to this AGREEMENT state that the CONTRACTOR is a part-time/contracted employee of the Village and is not entitled to benefits provided by the VILLAGE to its employees, including but not limited to health insurance, worker's compensation, unemployment insurance, and pension or employee benefit plans.

The parties to this AGREEMENT agree that the CONTRACTOR may take such necessary and legal steps as the CONTRACTOR deems necessary to protect their safety and identify themselves while executing their duties as Ordinance Enforcement Officer.

The parties agree that Jeremiah Jones shall be covered under the VILLAGE liability insurance.

The parties agree that Jeremiah Jones shall be permitted to carry while performing his duties, provided he maintains a valid CPL license, passes weapons proficiency with the Village police department, and abides by the Village's authorized Use of Deadly Force portion of the Use of Force Policy.

The parties agree that Jeremiah Jones is not an MCOLES licensed officer with the Paw Paw Police Department and will have no arrest powers.

This AGREEMENT provides the entire agreement between the parties with respect to the subject matter hereunder. Except as herein expressly provided to the contrary the provisions of this AGREEMENT are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

No waiver, alteration, or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by a duly authorized representative of both parties to this AGREEMENT.

CONTRACTOR shall not assign this contract nor any of the rights and duties hereunder without the prior written consent of the VILLAGE.

All communications regarding this AGREEMENT should be sent to Jeremiah Jones at 28657 Hampshire St., Dowagiac, MI 49047 and to the Village Clerk at PO Box 179, Paw Paw, MI 49079 unless written notice is provided by either party to the other indicating a change of address.

This AGREEMENT shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and date first above written.

Village of Paw Paw
A Michigan Municipal Corporation

By: Bryan Myrkle
Its: Manager

By: Karla Tacy
Its: Clerk

CONTRACTOR

By: Jeremiah Jones

Electrical Engineering Contract

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Electrical Engineering contract - Verdantas
Date: August 21, 2026

Background

As Village Council members may remember, the Village's former electrical engineering consultant GRP, was recently purchased by a larger company, Verdantas, due to the retirement of GRP's principal engineer, Michael McGeehan.

Verdantas is seeking to update its agreement with the Village to reflect this change. Village Attorney Brad Fowler highlighted a couple areas in the originally proposed contract that he felt disadvantaged the Village in its potential relationship with Verdantas. These included the ultimate ownership of the work product, such as plans and drawings, and also the recovery of Village attorney fees should there be an act of negligence on the part of Verdantas that affected the Village. While he did not have high hopes for getting concessions, Council asked that an effort be made to negotiate. I am happy to report that Verdantas was, in fact, willing to deviate from its standard agreement and both these issues have been resolved.

The proposed new contract is again presented for your consideration.

Recommendation

Approve master agreement for electrical engineering services with Verdantas.

**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
Worker's Compensation	Statutory Limit
Employer's Liability	
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
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$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 such~~ are caused by the negligence, breach of contract, or willful misconduct of Consultant. If either Party commences an action against the other to enforce any terms of this Agreement, the losing or defaulting Party shall pay to the prevailing party the reasonable costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including reasonable attorney's fees and costs. 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. Mutual Commitment to Workplace Ethics.** Both Client and Verdantas acknowledge the benefits of maintaining business practice standards designed to maintain a healthy workplace, and to foster cooperation and respect between business partners. Client and Verdantas (including their respective employees, representatives, agents, and subcontractors) agree to recognize this by conducting themselves accordingly, including, at a minimum, compliance with all applicable laws, rules, regulations, and standards. Client and Verdantas agree that neither shall engage in discrimination or discriminatory practices based on age, race, religion, ancestry, sex, gender identity, ethnic or national origin, marital status, disability, veteran status, sexual orientation, political affiliation, or genetics. Client and Verdantas further agree that neither shall engage in, tolerate, or permit physical, verbal, mental or sexual harassment by, against, or among its employees, representatives, or agents.

14. Change Orders.

- 14.1. 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.
- 14.2. 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.

15. Notices and Authorized Representatives.

- 15.1 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.
- 15.2 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.
- 15.3 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:

16. **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.
17. **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.
18. **Work Product.**
 - 18.1. ~~Client agrees that Consultant shall retain ownership rights in a~~ 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**") shall be the property of Client upon Consultant's receipt of full and final payment from Client. 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.
 - ~~18.2. 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.~~
 - ~~18.3:~~ 18.2. 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.
 - ~~18.4:~~ 18.3. 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.

- 19. 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.
- 20. Governing Law; Conflict Resolution.**
- 20.1. 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.
 - 20.2. 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.
 - 20.3. 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.
 - 20.4. 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.
- 21. Miscellaneous.**
- 21.1. *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.
 - 21.2. *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.
 - 21.3. *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.
 - 21.4. *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.
 - 21.5. *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.
 - 21.6. *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.
 - 21.7. *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.
 - 21.8. *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: _____

Title: _____

Date: _____

VERDANTAS ENERGY SERVICES AREA
2026 STANDARD BILLING RATE SCHEDULE



Professional Services	Hourly Rate	Survey	Hourly Rate
Senior Consultant I	\$250.00	Staff Surveyor I	\$125.00
Senior Consultant II	\$281.00	Staff Surveyor II	\$146.00
Senior Consultant III	\$312.00	Staff Surveyor III	\$162.00
		Surveyor	\$182.00
Project Manager	\$214.00	Senior Surveyor	\$219.00
Senior Project Manager	\$245.00		
		Survey Crew Member	\$94.00
Staff Engineer/Architect I	\$125.00	Survey Crew Chief	\$125.00
Staff Engineer/Architect II	\$146.00	Survey Crew	\$219.00
Staff Engineer/Architect III	\$167.00		
Engineer/Architect	\$193.00	CAD/GIS/Data Management	Hourly Rate
Senior Engineer/Architect	\$224.00	Project Designer	\$146.00
		Senior Project Designer	\$162.00
Staff Scientist/Geologist I	\$120.00		
Staff Scientist/Geologist II	\$136.00	CAD Designer I	\$125.00
Staff Scientist/Geologist III	\$156.00	CAD Designer II	\$141.00
Scientist/Geologist	\$172.00	CAD Technician I	\$110.00
Senior Scientist/Geologist	\$203.00	CAD Technician II	\$125.00
		CAD Technician III	\$130.00
Support	Hourly Rate		
Administrative/Project Controls Staff I	\$94.00	GIS Technician I	\$110.00
Administrative/Project Controls Staff II	\$130.00	GIS Technician II	\$125.00
		GIS Analyst I	\$130.00
Technician I	\$94.00	GIS Analyst II	\$141.00
Technician II	\$104.00	Senior GIS Analyst	\$162.00
Technician III	\$120.00		
Senior Technician	\$125.00	Data Manager	\$146.00
		Senior Data Manager	\$162.00
Construction Representative I	\$110.00		
Construction Representative II	\$120.00		
Construction Representative III	\$130.00		
Senior Construction Representative	\$140.00		

Notes

1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000 per case.
3. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
4. Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate or as agreed upon on a project-specific basis.
5. Field Equipment and Supplies: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
6. Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 15% or in accordance with the specific project agreement.
7. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
8. General Terms and Conditions: Please refer to the Verdantas General Terms and Conditions for further details.



Bank Signatories

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Updating bank signatories
Date: August 21, 2026

Background

With Village Treasurer Missy Leonard leaving, some of her responsibilities need to be reassigned. The most immediate need is to replace her utility billing activities, and that will be the focus of our efforts for now. Her banking and finance activities can be handled for the time being by Village Clerk Karla Tacy and I. In order to do that, however, we need to update by resolution our bank signatories (i.e. who can sign checks and authorize bank activities such as purchasing CD's and transferring funds between accounts).

Some of these reassignments are likely to be temporary, but it will continue at least until we have a permanent replacement (hired and successfully completed the probationary period).

Recommendation

Approve resolution updating bank signatories.

**VILLAGE OF PAW PAW
RESOLUTION 2026-14**

**A RESOLUTION AUTHORIZING A CHANGE IN AUTHORIZED SIGNATORIES
ON ALL VILLAGE FINANCIAL ACCOUNTS**

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 24th of August 2026.

PRESENT:

ABSENT:

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

WHEREAS, Melissa Leonard left her position as Village Treasurer on August 21, 2026; and

WHEREAS, Melissa Leonard was an authorized check signatory on all Village bank accounts; and

WHEREAS, the Village Council wishes to replace Melissa Leonard with Bryan Myrkle, Village Manager and Karla Tacy, Village Clerk, as signatories on all Village banking and investment accounts.

NOW THEREFORE, BE IT RESOLVED, that effective August 24, 2026, the Village Council authorizes the removal of Melissa Leonard as a signatory on all Village banking and investment accounts and authorizes Bryan Myrkle and Karla Tacy as signatories on all Village banking and investment accounts.

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 August 24, 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

DDA Appointment

Village of Paw Paw MICHIGAN

Memorandum

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

Background

Village President Roman Plaszczyk is requesting confirmation of his appointment of Dakota Hoskins to the Downtown Development Authority. Mr Hoskins is the Grand Lodge Officer of the Paw Paw Masonic Lodge. His leadership position with the organization, which is a property owner in the DDA, makes Mr. Hoskins eligible to serve on the board.

Mr. Hoskins recently attended a DDA meeting to introduce himself to the board, talk about the Masons and their activities in the community. Several members of the DDA suggested that he would be a good addition to the board, and he agreed to accept the appointment.

President Plaszczyk also asked the board for a formal acceptance of the recommendation, and they voted unanimously to recommend him to the Village Council.

Recommendation

Accept President Plaszczyk's nomination of Dakota Hoskins to the DDA Board.

Updates & Reports

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Village Manager's Report for August 25, 2026
Date: August 21, 2026

Updates & Reports

- **M-40 Reconstruction** – As Village Council members may remember, the Village has planned significant water main replacements in the M-40 Right-of-Way to be completed prior to the reconstruction of this highway by the Department of Transportation. However, now that we know that the state's project will take place over two construction seasons, I am concerned about this plan. Taken together with our water main work, this would mean that M-40 would be under construction in Paw Paw for three consecutive summers, which I think many residents and business owners would find intolerable. That said, failing to do the water main work would likely be a serious mistake, based on the age of the existing mains. We do not want to create a situation where we must keep cutting into a newly paved road to repair old utilities. It is also necessary to help us complete the lead service line replacements we are required to do.

I am advocating that MDOT find a way to integrate our water main work with their road reconstruction project so the entire thing can be completed in two seasons. Our contractor, Lounsbury Excavating, has indicated their willingness to be flexible in order to help integrate the two projects. Whether we can accomplish this will depend mostly on MDOT, and we will keep you updated.

- **DPS Labor Contract** – The collective bargaining agreement with our DPS staff will be expiring at the end of February and needs to be renegotiated prior to that time. Union representation has indicated they are ready to begin this process. I believe it will be helpful to complete this

renegotiation prior to the end of the year so that the Village has more certainty on costs heading into the annual budget discussion.

- **Missy Leonard** – Please see that attached letter from Missy Leonard regarding her resignation.

MISSY LEONARD

(269) 823-3050

MELISSALEONARD75@YAHOO.COM

JULY 31, 2026

Village of Paw Paw.

111 E Michigan Ave
Paw Paw, MI 49079

DEAR BRYAN MYRKLE AND COUNCIL,

I hope this letter finds you well. It is with a mix of gratitude and bittersweet emotions that I write to formally announce my resignation from the Village of Paw Paw, effective August 21, 2026.

As I reflect on my time here, I am filled with appreciation for the opportunities and experiences that have shaped my career and my personal growth, and I will always treasure the memories we've made together.

Although I am stepping away from the Village, I sincerely hope that our paths will cross again. My departure is not a farewell to the relationships I have built here, but rather a 'see you later,' and I look forward to staying connected.

Thank you for everything.

WARMLY,
MISSY LEONARD



ERIC ROTTMAN
Chief of Police

PAW PAW POLICE DEPARTMENT

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

DATE: August 20, 2026

TO: Village Manager Bryan Myrkle

FROM: Chief of Police Eric Rottman

PUBLIC SAFETY PROFESSIONAL NIGHT

Public Safety Professional Night, with the support of our partners including Tapper Ford was again a success. We estimated we had approximately 300 people from Paw Paw and the surrounding community attend the event. It was an excellent opportunity for people to interact with their public safety professionals, and we received a lot of positive feedback. We have now handed out the bikes from the raffle to some very excited kids.

BACK TO SCHOOL NIGHT AT PAW PAW ELEMENTARY CAMPUS

The department was able to attend the Paw Paw Elementary open house on August 17th. We had a great time interacting with the staff, students and their parents.

MILLER COURT APARTMENTS

Detective Skinner will be meeting with the interested seniors at Miller Court on August 25th. We yearly work on meeting with the seniors in our community to talk about what needs or concerns they have. At times we will give relevant presentations when requested.

COMPLAINTS/FOIA

Last week started out very busy with officers taking sixteen complaints on Monday the 17th. The department is also receiving multiple Freedom of Information Act (FOIA) requests. Some of these come from the public defender's office and other individuals seeking video, report and document information. While it is not uncommon to receive these requests we at times get an influx. We do our best to fulfill these requests in a timely manner, but they can be very time-consuming. For instance, every video request that is granted must be redacted. To put this into perspective the amount of time it can take for every hour of bodycam video requested is approximately three hours of staff time to redact the video.