



Village of Paw Paw

Village Council Regular Meeting

March 9, 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 Plaszczyk; President Pro-Tem Douglas Craddock; Trustees Holly Hamilton, Nicolas Martinez, David McQueen, Steve Richardson, and Donne Rohr.
- IV. **Approval of Agenda**
- V. **Approval of Minutes**
 - Regular meeting of February 23, 2026
- VI. **Authorization to Pay Claims.** March 9, 2026 (Hamilton, Richardson), March 23, 2026 (Martinez, McQueen)
- VII. **Audience Participation (Limited to 3 minutes per speaker)**
- VIII. **Council Member Comments**
- IX. **Presentations:** Dan Cothorn – Tantalus Metering System
- X. **Action Items –**
 - Parks Board Ordinance Amendment
 - Paw Paw Days Authorization
 - Payment Request No. 6 – Milbocker & Sons
 - Defined Benefit Plan Adoption Agreement
 - MDOT Category B funding agreement
- 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): April 6 - **4:30 PM**
 - Downtown Development Authority (Plaszczyk): March 16 - **5:30 PM**
 - Economic and Residential Opportunity (Plaszczyk): *TBD*

- Farmers Market (Martinez): March 20 - **5 PM**
- Fire District Board (Craddock): April 7 - **7 PM**
- Historical Commission (Plaszczak): March 18 - **4 PM**
- Housing Commission (Rohr): March 18 - **3 PM**
- Maple Lake Preservation & Improvement (Plaszczak): March 17 - **4 p.m.**
- Planning Commission (Martinez): April 2 - **7 PM**
- Wine & Harvest Board (Craddock): April 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 is not a question-and-answer exchange. If you would like follow-up, provide your name and phone number/email on the sign-in sheet at the Clerk's table. The appropriate member of the Village Council or Village Staff will contact you.

Minutes

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

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

Meeting Convened

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

Members Present

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

Approval of Agenda

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

Approval of Minutes

Motion by Craddock with support from Rohr to approve claims for Monday, February 23, 2026, in the amount of \$591,293.19. All members present voting yes, motion carried.

Approval of Claims

None.

Audience Participation

None.

**Council Member
Comments:**

Motion by Rohr with support from Hamilton to approve the recommendation from the Village President to approve the appointment of Eric Cook to the DDA Board. All members present voting yes, motion carried.

**Action Items:
DDA Appointment**

Motion by Rohr with support from Hamilton to approve Resolution 26-05 to comply with PA 152 by exercising the Village's right to exempt itself from the requirements of the act. Roll call vote; Richardson, Hamilton, Craddock, Plaszcak and Rohr voting yes, motion carried.

**Resolution 26-05 PA 152
Exemption**

Motion by Rohr with support from Craddock to adopt Resolution 26-04 to Amend the 2025-2026 Fiscal Year Budget and Adopt the Budget for Fiscal Year 2026-2027, Beginning March 1, 2026.

**Resolution 26-04
2026-2027 Fiscal Budget
and Budget Amendments**

A discussion was held regarding the streets and utilities of the proposed Hawthorn Meadows (Hazen Street) housing development. It was the consensus of Council to allow Manager Myrkle to begin discussion with the developer regarding ownership and compensation for maintaining the internal streets of the development. Further discussion regarding the electrical infrastructure of the development, will resume at a later date.

**Workshop Items:
Hawthorne Meadows
Update & Discussion**

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

It was the consensus of Council to have Manager Myrkle move forward in the process of designing a program to allow the Village to assist affected homeowners by facilitating sewer repairs through a Special Assessment property tax.

**Special Assessment for
Failing Sewer Services**

The Parks & Rec Board would like to hold a grand reopening of Maple Island before the 5/6 election containing the Parks Millage renewal.

**Committee Meetings
Parks and Rec**

Barbara Carpenter is the new DDA Board Chairperson.

DDA

None.

**Economic & Residential
Opportunity**

None.

Farmers Market

None.

Fire Board

None.

Historical Commission

None.

Housing Commission

None.

**Maple Lake
Preservation**

None.

Planning Commission

None.

Wine & Harvest

President Plaszcak announced that planning is underway for the Boards, Committees and Volunteer Appreciation Night at St. Julian's on March 10.

**Council Member
Comments
Plaszcak**

Manager Myrkle reports that the Briggs Dam project is progressing, and then new bridge is expected to be delivered on Wednesday. The Elm Street reconstruction project is out for bid.

Manager Comments

DPS Director Brandys has suspended Direct Line's permit for fiber boring due to infrastructure damages. DPS crews have begun road patching.

**Staff Comments
Brandys**

Police Chief Rottman announced the PD recently passed their onsite LEIN audit. Office Manager Marler will be on a one-month medical leave, beginning March 2nd.

Rottman

Motion by Craddock with support by Richardson to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 8:30pm.

Adjournment

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

Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszcak
Village President

DRAFT

Tantalus Metering System Presentation

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Tantalus 'Smart Metering' presentation
Date: March 6, 2026

Background

As part of the Fiscal Year 2026-27 Budget, the Village of Paw Paw included funds to upgrade Village electrical services (customer accounts) with 'smart meters.' As we have previously discussed, there are several significant benefits the Village would realize by making this change.

- Better usage information available to customers
- Quicker power restoration following shut-off
- Reduced electrical loss within the system (reduction in the amount of energy transmitted that is not later captured by metered usage)
- Significant labor savings (estimated at up to 32 man-hours per month)
- Potential conflict reduction between staff and customers

Dan Cothorn will be present at your meeting on Monday, March 9 to make a presentation about the Tantalus system, which is the system we have identified likely being best fit for the Village of Paw Paw. This is because it is the one electrical metering system we have found that will work with our existing water metering infrastructure.

Parks Board Ordinance Amendment

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Parks & Recreation Board ordinance amendment - membership
Date: March 6, 2026

Background

The Village of Paw Paw Parks and Recreation Board has proposed an amendment to the ordinance governing its activities to better reflect its present configuration and areas of focus. After reviewing the proposed changes at a recent meeting, the Village Council asked that the Board reconsider the proposed language regarding membership to make room for a non-village member.

The Board met and is proposing the attached update, highlighted in red.

Recommendation

Consider adopting the proposed Parks and Recreation Board ordinance amendment.

Chapter 22 - PARKS AND RECREATION (Proposed Language)

- **ARTICLE II. - PARKS AND RECREATION BOARD**

- **Sec. 22-31. - Created.**

The village parks and recreation board is hereby created as a newly appointed body in accordance with the provisions of state law.

- **Sec. 22-32. - Membership.**

Pursuant to applicable state law, the parks and recreation board shall consist of **seven to nine** ~~nine~~ members being residents of the village and shall consist of one member from the village council, the superintendent of public works, member of the Maple Lake Association, one member of the village planning commission, a designee of the Paw Paw Public Schools Superintendent and **up to five community members, at least 3 of which shall be Village residents.** ~~four at-large Village of Paw Paw residents.~~

- **Sec. 22-33. - Meeting time and place.**

The parks and recreation board shall meet on the first Monday of each month at 7:00 p.m. at the Paw Paw Village Hall. The meetings of the board shall be public meetings. Opportunities for comment from the general public shall be specifically provided at each meeting.

- **Sec. 22-34. - Annual meetings.**

The parks and recreation board shall hold an annual meeting during the second week of April each year. At the annual meeting the board shall from its appointed members pick a vice chairman, secretary and other officers as may be deemed necessary. The chairman shall always be the village superintendent of public works.

- **Sec. 22-35. - Officers.**

The chairman (or vice chairman, in absence of the chairman) shall preside at all meetings of the board. The chairman shall be considered a first among equals, having no superior authority or vote in actions taken by the board.

- **Sec. 22-36. - Quorum.**

A majority of the current members of the board shall constitute a quorum.

- **Sec. 22-37. - Voting procedures.**

A quorum being present, a simple majority of those voting shall be required for the adoption of a general motion.

- **Sec. 22-38. - Method of calling special meetings.**

(a)

If, during a regular meeting, it is determined that extra or special meetings are warranted, it shall be so moved, supported and must receive a majority of votes of the members present to schedule.

(b)

Special meetings of the board may be called by the secretary at the request of the chairman or any two members of the board upon 18 hours' notice to each member of the board designating the purpose of such meeting and served personally or left at his usual place of residence by the secretary or someone designated by him.

- **Sec. 22-39. - Board responsibilities.**

(a)

Each member of the board shall be responsible for the following:

(1)

Attendance at all regularly scheduled meetings of the board. Should a member be unable to attend this scheduled meeting, the member shall contact the chairman or village administrative staff before 12:00 p.m. on the day of the meeting. Should a member be absent from three consecutive meetings, the chairman will contact the member, ascertain the reason for said absences, and report the findings to the board. The board will take appropriate action to retain or replace the member.

(2)

Familiarity with the subject matter of the meeting, the actions taken at previous meetings and timely preparation and submission of assigned projects or research material.

(b)

Robert's Rules of Order shall govern the conduct of the meetings.

(c)

The parks and recreation board has the responsibility for planning and financing (budgeting and fund raising) of all community parks and recreation services provided and properties owned by the Village of Paw Paw. The budget prepared by the board will be received and approved by the village council.

Paw Paw Days



AREA CHAMBER OF COMMERCE INCORPORATED

February 18, 2026

Roman Plaszczyk
Village President
111 E. Michigan Avenue
Paw Paw, MI 49079

Dear Roman,

The Paw Paw Area Chamber of Commerce is beginning to plan and coordinate activities for Paw Paw Days 2026 on the weekend of July 24-25. We are already receiving registrations for our annual Classic Car & Truck Show to be staged on Michigan Ave., and arts and crafts vendors in the downtown County Park. Business sponsors are providing a kids' play area and Touch-A-Truck fun. The Chamber hopes to add more attractions as others become involved.

Our goal is to continue our history of presenting a family-fun summer event and draw several thousand visitors to Paw Paw, and show off our community and local retailers, eateries and attractions. To make this happen, the Board of Directors requests your permission to close the following sections of village streets on **Saturday, July 25, 2026, from 5:30 a.m. to 6 p.m.:**

- 100 block of N. Niles St.
- 100 block of S. Niles St.
- 200 block of E. Paw Paw St.
- 100, 200 and 300 blocks of E. Michigan Ave.

On behalf of the Board of Directors, I thank you and the Village Council for your continued support of your Chamber of Commerce, and for your consideration of these requests. Should you have questions, you may call the Chamber office at (269) 657-5395 on Wednesdays, 10 a.m. to 2 p.m., leave a message anytime, or e-mail us at pawpawareachamber@gmail.com. Feel free to call me directly, as well, at (269) 303-1058. More information about Paw Paw Days is also available online at: www.pawpawdays.com.

Sincerely,



Robin Racette Griffin
PRESIDENT, BOARD OF DIRECTORS
PAW PAW AREA CHAMBER OF COMMERCE

pawpawareachamber@gmail.com

Milbocker Payment Request
No. 6

Progress Estimate

Contractor's Application

For (Contract):						Application Number:					
Briggs Dam Repair, Village of Pew Paw						6					
Application Period:						Application Date:					
January to February 2026						3/4/2026					
A				B		C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
G1	Mobilization And Demobilization	1	LS	\$250,000.00	\$250,000.00	0.90	\$225,000.00		\$225,000.00	90.0%	\$25,000.00
G2	Water Control	1	LS	\$350,000.00	\$350,000.00	0.90	\$315,000.00		\$315,000.00	90.0%	\$35,000.00
G3	Temporary Erosion Control	1	LS	\$12,000.00	\$12,000.00	0.85	\$10,200.00		\$10,200.00	85.0%	\$1,800.00
G4	Clearing And Grubbing	1	LS	\$30,000.00	\$30,000.00	1.00	\$30,000.00		\$30,000.00	100.0%	
G5	Seeding, Mulching, And Erosion Control	1	LS	\$25,000.00	\$25,000.00						\$25,000.00
A1	Demolition/Removal Pedestrian Walkway & Canopy, Misc.	1	LS	\$325,000.00	\$325,000.00	1.00	\$325,000.00		\$325,000.00	100.0%	
A2	Demolition (Spillway)	1	LS	\$375,000.00	\$375,000.00	1.00	\$375,000.00		\$375,000.00	100.0%	
A3	Demolition (Retaining Walls)	1	LS	\$250,000.00	\$250,000.00	1.00	\$250,000.00		\$250,000.00	100.0%	
A4	Excavation	1	LS	\$200,000.00	\$200,000.00	1.00	\$200,000.00		\$200,000.00	100.0%	
A5	Sediment Removal And Disposal	190	CY	\$30.00	\$5,700.00	190.00	\$5,700.00		\$5,700.00	100.0%	
A6	MDOT 2'1AA	210	CY	\$40.00	\$8,400.00	210.00	\$8,400.00		\$8,400.00	100.0%	
A7	Flume Filter (Backfill)	280	CY	\$35.00	\$8,750.00	200.00	\$7,000.00		\$7,000.00	80.0%	\$1,750.00
A8	Drain System	193	LF	\$25.00	\$4,825.00	100.00	\$2,500.00		\$2,500.00	51.8%	\$2,325.00
A9	Embankment Fill (Walkway)	1	LS	\$2,500.00	\$2,500.00						\$2,500.00
A10	Reinforced Concrete Vertical (Spillway)	74	CY	\$450.00	\$33,300.00	74.00	\$33,300.00		\$33,300.00	100.0%	
A11	Reinforced Concrete (Spillway Weir)	101	CY	\$500.00	\$50,500.00	101.00	\$50,500.00		\$50,500.00	100.0%	
A12	Reinforced Concrete Floor (Spillway)	249	CY	\$425.00	\$105,825.00	249.00	\$105,825.00		\$105,825.00	100.0%	
A13	Reinforced Concrete Vertical (Retaining Wall)	57	CY	\$350.00	\$19,950.00	57.00	\$19,950.00		\$19,950.00	100.0%	
A14	Reinforced Concrete Footings (Retaining Wall)	78	CY	\$300.00	\$23,400.00	78.00	\$23,400.00		\$23,400.00	100.0%	
A15	Spillway Backfill	1	LS	\$20,000.00	\$20,000.00	0.65	\$13,000.00		\$13,000.00	65.0%	\$7,000.00
A16	Cutoff Wall	616	SF	\$25.00	\$12,875.00	515.00	\$12,875.00		\$12,875.00	100.0%	
A17	Steel Sheet Pile Retaining Wall	1406	SF	\$50.00	\$70,250.00						\$70,250.00
A18	Steel Sheet Pile Connections	2	EACH	\$1,000.00	\$2,000.00						\$2,000.00
A19	Embankment Riprap	76	CY	\$280.00	\$21,000.00	75.00	\$21,000.00		\$21,000.00	100.0%	
A20	Channel Riprap	89	CY	\$350.00	\$30,800.00						\$30,800.00
A21	Fine Filter	89	CY	\$40.00	\$3,560.00	50.00	\$2,000.00		\$2,000.00	56.2%	\$1,560.00
A22	Coarse Filter	98	CY	\$85.00	\$8,330.00	98.00	\$8,330.00		\$8,330.00	100.0%	
A23	MDOT 3X1	33	CY	\$165.00	\$5,445.00	33.00	\$5,445.00		\$5,445.00	100.0%	
B1	Pedestrian Abutments	2	EACH	\$5,000.00	\$10,000.00	2.00	\$10,000.00		\$10,000.00	100.0%	
B2	Pedestrian Bridge Installation	1	EACH	\$35,000.00	\$35,000.00						\$35,000.00
SR1	Topsoil	1	LS	\$15,000.00	\$15,000.00						\$15,000.00
SR2	Trell Construction	161	LF	\$35.00	\$5,635.00						\$5,635.00

Progress Estimate

Contractor's Application

For (Contract):					Briggs Dam Repair, Village of Paw Paw			Application Number:		6	
Application Period:					January to February 2026			Application Date:		3/4/2026	
A				B		C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price							Total Value of Item (\$)
C01	Extra Work for Subgrade Work	1	LS	\$99,501.98	\$99,501.98	1.00	\$99,501.98		\$99,501.98	100.0%	
Totals									\$2,158,926.98	89.2%	\$260,620.00

Original Contract = \$2,320,045.00
 Current Contract = \$2,419,546.98

Defined Benefit Plan Adoption

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Adoption of MERS Defined Benefit Plan for Administrative Union Employees
Date: March 6, 2026

Background

When the Village and Administrative union (OE324) employees ratified the collective bargaining agreement in 2023 the contract has a provision that existing employees would increase their MERS contribution from 10% to 11% beginning April 1, 2026. MERS is requiring Council approval to update the contract to reflect the changes.

Recommendation

Approve changes in the MERS agreement to reflect the terms of the OE324 contract.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Village of Paw Paw **Municipality #:** 8002

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 01), the effective date shall be the first day of 04/2026 (mm/yy). *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** (Defined Benefit division number(s) _____), select one of the following:

This is a **temporary Benefit Window** with a duration of 2-6 months. Effective dates are from ___/01/___ through the last day of ___/20___ (mm/yy). Complete provisions as applicable under Section IV of this form.

This is a **temporary Lump Sum Buyout Program** for terminated vested participants with a duration of 6-24 months. Effective dates are from ___/01/___ through the last day of ___/20___ (mm/yy). Payout will reflect ___% (1-100%) of the participant's present value of accrued benefit. For example, if 40% is used, the payout will be 40% of the present value of the benefit. This percentage cannot be changed once adopted.

Defined Benefit Plan Adoption Agreement

- D. If this is to **separate employees** from an existing *Defined Benefit division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- E. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- F. If this is an amendment to close Defined Benefit division(s) # _____, with new hires, rehires, and transfers going into an **existing** Defined Benefit division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

- G. If this is to close Defined Contribution or Hybrid division # _____ with its current and/or future active participants enrolling in existing DB division # _____ (previously closed, now re-opened), the effective date shall be the first of _____, 20____.

Please complete all subsequent sections of this Defined Benefit Adoption Agreement (including all provisions in effect) and the [*Addendum for Plan Freeze, Closure and Conversions.*](#)

- H. If this is to close Defined Contribution or Hybrid division # _____ with its current and/or future active participants enrolling in a new Defined Benefit division, the effective date shall be the first of _____, 20____.

Please complete all subsequent sections of this Defined Benefit Adoption Agreement (including all provisions in effect) and the [*Addendum for Plan Freeze, Closure and Conversions.*](#)

Defined Benefit Plan Adoption Agreement

III. Plan Eligibility

Division Title: _____

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees** (this information is used for actuarial purposes only. It does not relate to the additional tax for early distribution): Yes No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

Probationary Periods (select one):

- Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends.

The probationary period will be _____ month(s).

Comments:

- Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating "70 hours" will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) _____ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: $\$20/\text{hour} \times 120 \times .05 = \120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

If an alternative formula is going to be used, please describe that here:

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

Defined Benefit Plan Adoption Agreement

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation:

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

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

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

V. Valuation-Required Provisions

Valuation Date: _____, 20 ____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

- Our MERS representative presented and explained the valuation results to the _____ on _____.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)
- As an authorized representative of this municipality, I _____ (Name)
_____ (Title) waive the right for a presentation of the results.

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

Defined Benefit Plan Adoption Agreement

2. **Benefit Multiplier** (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

Termination Final Average Compensation (calculated over the members entire wage history)

Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. **Final Average Compensation** (Min 3 yr, increments of 1 yr) _____ years

4. **Vesting** (5 -10 yrs, increments of 1 yr) _____ years

5. **Normal Retirement Age** will be the later of: _____ (any age from 60-70), or the vesting provision selected above (#4).

6. **Required employee contribution** (Increments of 0.01%) ¹¹ _____ %

7. **Unreduced Early Retirement/Service Requirements:**

Age 50 – 54 _____ Service between 25 and 30 years _____

Age 55 – 65 _____ Service between 15 and 30 years _____

Service only (must be any number from 20 – 30 years accrued service): _____

Age + Service Points (total must be from 70 – 90): _____ points

8. **Other**

Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the employees' benefit (also known as an RS50)

Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)

Deferred Retirement Option Program (DROP) – If selected, complete the following:

• Credited interest rate: _____% (please select either 0 or 3%)

• The employer, if selected, will delay a Cost of Living Adjustment (COLA) during the DROP period (skip if not applicable): Yes No

• Credited payment percentage will be: _____% (enter a number from 1-100% in increments of 1%) throughout the duration of the DROP period.

Defined Benefit Plan Adoption Agreement

- Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

- Interest rate for employee contributions as determined by the Retirement Board, or
- MERS' assumed rate of return as of the date of the distribution.

9. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between ____/01/____ and ____/01/____	<input type="checkbox"/> Future retirees who retire after effective date
Increase of ____% or \$____ per month	Increase of ____% or \$____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired ____ months (6-12 months, increments of 1 month)	Employees must be retired ____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

10. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

VI. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VII. Modification Of The Terms Of The Adoption Agreement

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

Defined Benefit Plan Adoption Agreement

VIII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

IX. Execution

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

The foregoing Adoption Agreement is hereby approved by Village of Paw Paw on
the 9 day of March, 2026.
(Name of Approving Employer)

Authorized signature: _____
Title: Village Manager

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

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

MDOT Category B funding agreement

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: MDOT Category B funding agreement
Date: March 6, 2026

Background

Village Council members will likely remember that the Village of Paw Paw was approved for 'Category B' road funding assistance from the Michigan Department of Transportation late last year.

As applied for and awarded, this Category B project would include funding for asphalt repaving along portions of Willard Street, Cedar Street, Hamilton Street, Elm Street, Marceletti/Davis Street, as well as ditching, leaching basin and storm sewer improvements along Hamilton Street, along with other necessary and related work. The project will also likely include Sanitary Sewer work along Cedar Street as a local cost without state participation.

The total project cost is estimated to be \$510,926, with \$250,000 coming from MDOT and the balance from the Village of Paw Paw.

Recommendation

Approve Resolution No. 2026 Category B funding agreement NO. 25-5656 with the Michigan Department of Transportation.

RESOLUTION

Of the Village of Paw Paw Village Council

A RESOLUTION TO AUTHORIZE CONTRACT NO. 25-5656 WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND TO NAME THE AUTHORIZED SIGNATORIES OF SAID CONTACT

WHEREAS, the Village of Paw Paw applied for and was approved for funding under the Michigan Department of Transportation's 'Category B;' and

WHEREAS, the Village of Paw Paw intends to accept and use the funds provided by MDOT as described in Contract No. 25-5656;

WHEREAS, the Village of Paw Paw also intends to designate certain individuals as official signers of the documents necessary to complete the project and associated documents.

THEREFORE, BE IT RESOLVED that the Village of Paw Paw Village Council hereby accepts the Category B award from the Michigan Department of Transportation as detailed in Contract No. 25-5656.

BE IT FURTHER RESOLVED that the Village of Paw Paw Village Council hereby names Village Manager Bryan Myrkle and Village Clerk Karla Tacy as authorized signatories for the purposes of this project.

TED (B)
NON FED

COM

Control Section EDB 80000
Job Number 202199CON
Contract No. 25-5656

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the VILLAGE OF PAW PAW, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Paw Paw, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated February 6, 2026, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION

Hot mix asphalt as needed reconstruction, as needed removal and replacement, as needed ditching and hot mix asphalt overlay along Willard Street from Miller Street to Hazen Street, along Cedar Street from Brown Street to Van Buren Street, along Hamilton Street from Elm Street to East Michigan Avenue, along Elm Street from Dyckman Street to Hamilton Street, and along Marcelletti Avenue/Davis Street from Woodfield Circle to Elm Street, leaching basins and storm sewer along Hamilton Street from Elm Street to East Michigan Avenue; and all together with necessary related work.

PART B – NO STATE PARTICIPATION

Sanitary sewer work along Cedar Street from Brown Street to Van Buren Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 9(1)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "B" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.
 - (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal,

and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
 - (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category B shall be applied to the eligible items of the PART A portion of the PROJECT COST up to an amount not to exceed the lesser of: (1) 50 percent of the approved and responsible low bid amount, or (2) \$250,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

PART B

The PART B portion of the PROJECT COST is not eligible for TED FUNDS Category B and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred

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for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 50 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense

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and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #831 shall be forfeited back to the DEPARTMENT.

9. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the

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DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

VILLAGE OF PAW PAW

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
Title:

By
for Department Director MDOT

By
Title:



February 6, 2026 .

EXHIBIT I

CONTROL SECTION EDB 80000
JOB NUMBER 202199CON

ESTIMATED COST

Estimated PROJECT COST

	PART A	PART B	TOTAL
Contracted Work	\$500,926	\$10,000	\$510,926

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$500,926	\$10,000	\$510,926
Less TED FUNDS*	\$250,000	\$ 0	\$250,000
BALANCE (REQUESTING PARTY'S SHARE)	\$250,926	\$10,000	\$260,926

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised August 2011

Reports

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Village Manager's Report for
Date: March 6, 2026

Updates & Reports

- **Solamerica Solar Project** – As I have previously reported, the developers of the Solamerica solar project were unsuccessful in its attempts to apply for federal funding through the USDA PACE program. After months of trying, it appears the current federal administration is not interested in incentivizing this type of project. Without federal assistance, Solamerica cannot honor the Power Purchase Agreement previously offered the Village. Therefore, if we are to proceed with this project, it would be at a higher cost to the Village. My impression from the meeting we had with Solaramerica a few weeks ago is that this change would effectively eliminate the financial benefits of this project for the Village and there would be no reason to continue pursuing it.

However, a more recent analysis performed by MPPA indicates there would still be approximately \$5 million in transmission cost reduction to the Village over the 25-year life of the solar array. This is because Paw Paw is on the PJM grid which allows the 'peak shaving' strategy. While \$5 million over 25 years is not as dramatic a savings, it is still very much worth considering. We will remain in a great position if we choose to move forward, because the project is already planned and permitted.

You may remember that the other three communities involved with this project are South Haven, Petosky and St. Louis. St. Louis is not on the PJM grid and cannot 'peak shave' and so they have decided not to move forward. Petosky is also not on the PJM grid but has adopted very aggressive local goals for renewable energy. Therefore, they are going to move forward

with Solamerica, solely for the renewable energy component. South Haven is on the same PJM grid as Paw Paw, and so can peak shave. Therefore, they will be moving forward.

The Village has approximately 2 months to decide whether to participate, or not. We will be providing additional information, including financial analysis from MPPA, to assist you in making a decision.

- **Fees for service** – As mentioned during our budget process, staff will be reviewing local ordinances and policies regarding fees for service. The idea is to ensure that we are not losing money on the special services we provide, thereby enhancing revenues without raising taxes. As we have started to investigate this, we have found a much larger number of potential fees outlined in our ordinances and policies than I anticipated. It will take some time to complete the basic analysis, but there are quite a few fees already on our books that are not being charged because there is not an established tracking and billing system for them. I expect to come to Council in the next few weeks with a report on this.
- **Briggs Dam** – The Briggs Dam project continues to progress quite rapidly. The concrete work is done. The bridge is delivered and will soon be erected. Backfilling, land leveling and reseeding will commence very soon. I was hoping to make something of a public event out of the first water cresting the dam, however that has turned out to be somewhat impractical. Instead, as that day approaches, I will try to inform Council when that will be, and perhaps some of you will be available to help celebrate the occasion.



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

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ERIC ROTTMAN
Chief of Police

DATE: March 5, 2026

TO: Village Manager Bryan Myrkle

FROM: Chief of Police Eric Rottman

WALMART COMMUNITY GRANT

At the beginning of February, we made a request to our local Walmart for a Walmart Community Grant. The grant request was for funds that would go towards Community Policing events that would help build relationships between the police department and our community. We are excited to announce that we were notified that the grant has been awarded. Most of the funds will go towards Shop with Public Safety in December. The remaining funds will go towards events such as Public Safety Professional Night and other community events which the police department participates in. This is another excellent example of a partnership that benefits the community, village and police department.

CHOKING SUBJECT

On February 24, 2026, Officer Pica and Barringer responded to Maple Lake Assisted Living for a choking victim. They arrived along with Michigan State Police Sergeant Little. They were able to use a Life Vac device in which to dislodge some of the food from the victim's mouth and reestablish a partial airway. They continued to assist with the care of the subject once EMS arrived. Thanks to the quick thinking and actions of the officers the subject survived.

This is the second time in less than three months that officers have responded to an active choking subject.

INDIVISIBLE PAW PAW

We attempt to keep abreast of events involving Indivisible Paw Paw. Below are a few events coming up involving Indivisible Paw Paw.

You may have observed Indivisible members going door to door in our community on March 4th as Indivisible held a Community Canvassing event in Van Buren and neighboring counties. Officers were briefed about this event prior to it taking place and were prepared if they received calls from citizens.

Indivisible Paw Paw is planning a pop-up anti-war protest on March 14th at 11am at the main four. These pop-up protests are generally not as well attended as the national protests and last from one to two hours.

March 28th is a nationally affiliated No Kings event. It will take place from 10am to noon at the Maple Lake Amphitheater. There will be several speakers. We anticipate that several people will make their way downtown from the amphitheater after the speakers have concluded.