



Village of Paw Paw Council Regular Meeting
Monday September 23, 2024, 7 PM
Paw Paw District Library, Community Room
609 W. Michigan Ave, Paw Paw, MI 49079

Regular Meeting Agenda

I. Call to Order

II. Pledge of Allegiance

III. Roll Call: President Roman Plaszczak; President Pro-Tem Douglas Craddock; Trustees Steve Richardson, Nadine Jarvis, Nik Martinez, David McQueen, and Donne Rohr.

IV. Approval of Agenda

V. Approval of Minutes:

1. Approval of the minutes from the regular meeting of September 9, 2024

VI. Authorization to Pay Claims September 23rd (Craddock, Richardson), October 14th (Jarvis, Martinez).

VIII. Audience Participation (Limited to 3 minutes per speaker):

IX. Council Member Comments

X. Action Items

1. Pay application No. 18 – Oselka Constructors
2. Pay Application No. 4 – Five Star Energy Services
3. Wal Mart Parking Lot Modification and Building Expansion - Site Plan Approval
4. Award Bids – 2024 Street Program
5. M-40 project – update and consideration of project options
6. EGLE Access Agreement
7. Approve \$5 utility credit for Christmas Lights contest participants

XI.. Non-Action/Workshop Items

1. Distribution of Audit
2. Collections Services

XIII. Committee Meetings and Reports (committees may have items to bring to council)
Estimated 30 minutes for all with next meeting dates.

- Area Parks & Rec. Board (Jarvis) October 7 - **4:30 PM**
- Downtown Development Authority Plaszczak October 21 - **5:30 PM**
- Economic and Residential Opportunity (Plaszczak): October 24 - **4 PM**
- Farmers Market (Martinez): October 16 – **5 PM**

- Fire District Board (Craddock):) : October 8 – **6 PM**
- Historical Commission (Plaszczak): **TBD**
- Housing Commission (Rohr):) : October 15- **3 PM**
- Maple Lake Preservation and Improvement (Plaszczak) **TBD**
- Planning Commission (TBD): October 3 - **7 PM**
- Wellhead Protection Committee: **TBD**
- Wine & Harvest Board (Craddock):) : October 2 – **6 PM**

XIII. Council Member Comments

XIV. Manager & Departmental Reports

XV. Adjournment

Notice to Public Attendees

If you would like to speak to the Village Council, please respond during the Public Comment Period. Public comments are limited to **3 minutes** per speaker.

Approval of Minutes

**Minutes, Paw Paw Village Council
Regular Meeting, September 9, 2024**

The Regular Village Council meeting of Monday, September 9, 2024, 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 (in @7:15pm), Trustees Steve Richardson, Nadine Jarvis, Nicolas Martinez, David McQueen and Donne Rohr. Also present: Village Manager Bryan Myrkle, Assistant Manager Ed Hellwege, Clerk Karla Tacy, Chief of Police Eric Rottman and Director of Public Services Tim Brandys.

Members Present

Motion by Martinez 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 Jarvis to approve the regular meeting minutes of August 26, 2024. All members present voting yes, motion carried.

Approval of Minutes

Motion by Rohr with support from Martinez to approve claims for Monday, September 9, 2024, in the amount of \$345,165.57. All members voting yes, motion carried.

Approval of Claims

Trustee McQueen was pleasantly surprised at how well the Wine & Harvest Festival went.

**Council Member
Comments:
McQueen**

Motion by Rohr with support from Jarvis, to close the regular session at 7:10pm and enter into a public hearing to take comments on the PILOT (payment in lieu of taxes) proposal for Vineyard Villas Apartments. Roll call vote; Richardson, Rohr, Plaszcak, McQueen, Jarvis and Martinez, voting yes, motion carried.

**Public Hearing-
Vineyard Villas
PILOT Proposal**

Let the record show no public comment was received.

Motion by Martinez with support from Jarvis to close the public hearing at 7:39pm and re-enter regular session. Roll call vote; Richardson, Rohr, Craddock, Plaszcak, McQueen, Jarvis and Martinez, voting yes, motion carried.

Motion by Rohr with support from Jarvis, to close the regular session at 7:40pm and enter into a public hearing to take comments on the PILOT (payment in lieu of taxes) proposal for Paw Paw Arms Apartments. Roll call vote; Martinez, Jarvis, McQueen, Plaszcak, Craddock, Rohr and Richardson, voting yes, motion carried.

**Paw Paw Arms
PILOT Proposal**

Luke Butler inquired as to when the Paw Paw Arms Apartments were built and if they generate an income.

Motion by Rohr with support from Richardson to close the public hearing at 7:45pm and re-enter regular session. Roll call vote; Martinez, Jarvis, McQueen, Plaszcak, Craddock, Rohr and Richardson, voting yes, motion carried.

**Minutes, Paw Paw Village Council
Regular Meeting, September 9, 2024**

Motion by Craddock with support from Martinez to approve Ordinance 24-03 to adopt a PILOT (payment in lieu of taxes) for Vineyard Villas Apartments at 675 Hazen St. Roll call vote; Richardson, Rohr, Craddock, Plaszczak, McQueen, Jarvis and Martinez, voting yes, motion carried.

**Action Items:
Ordinance 24-03
Vineyard Villas
PILOT**

Motion by Martinez with support from Rohr to approve Ordinance 24-04 to adopt a PILOT (payment in lieu of taxes) for Paw Paw Arms Apartments at 146/150 Lake St. Roll call vote; Richardson, Rohr, Craddock, Plaszczak, McQueen, Jarvis and Martinez, voting yes, motion carried.

**Ordinance 24-04 Paw
Paw Arms
Apartments PILOT**

Discussion on the Mather Ct sewer line proposal will continue at the next meeting.

**Mather Court Sewer
Line-Proposal**

Discussion was held regarding a proposed schedule for creation of the 2025-2026 fiscal year budget. Manager Myrkle would like to implement a Capital Improvement Program.

**Non-Action Items:
2025-2026 Proposed
Budget Schedule**

Gabe Guimond would like to discuss installing vending machines in the Village Parks.

**Committee Meetings
Parks and Rec**

No Report.

DDA

No Report.

**Economic &
Residential
Opportunity**

No Report.

Farmers Market

No Report.

Fire Board

The Historical Commission has been rehearsing for the Prospect Hill Cemetery Tour.

**Historical
Commission**

No Report.

Housing Commission

No Report.

**Maple Lake
Preservation**

The Planning Commission discussed Walmart's proposed parking lot & building modifications.

Planning Commission

No Report.

Wellhead Protection

Trustee Craddock thanked the PD, DPS and all the volunteers for helping to make the festival a success.

Wine & Harvest

**Minutes, Paw Paw Village Council
Regular Meeting, September 9, 2024**

President Plaszczyk notes that he will be discussing Manager Myrkle's 6-month evaluation at the next meeting. He reports Briggs Pond and Maple Lake are down significantly due to lack of rain.

**Council Member
Comments:
Plaszczyk**

Trustee McQueen inquired as to when the next finance meeting will be held.

McQueen

Trustee Martinez reports he has witnessed several people trip over the uneven bricks in the sidewalk near the amphitheater.

Martinez

Manager Myrkle was very impressed while attending his first Wine & Harvest Festival. Warner Vineyards has hired an audio consultant to help mitigate the excess concert noise. Myrkle reports the Planning Commission has been reviewing the proposed Outdoor Entertainment Ordinance and would like to hold a joint workshop meeting with Council to discuss.

Manager Comments

Chief Rottman announced Tim Munn's recent graduation from the police academy.

**Staff Comments
Rottman**

Director Brandys reported that motor pool mechanic Koshar has decided to no longer leave his position at the Village. Director Brandys will be at training and unable to attend the next meeting.

Brandys

Clerk Tacy will be unable to attend the next meeting.

Tacy

Motion by Craddock with support by Martinez to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 9:08p.m.

Adjournment

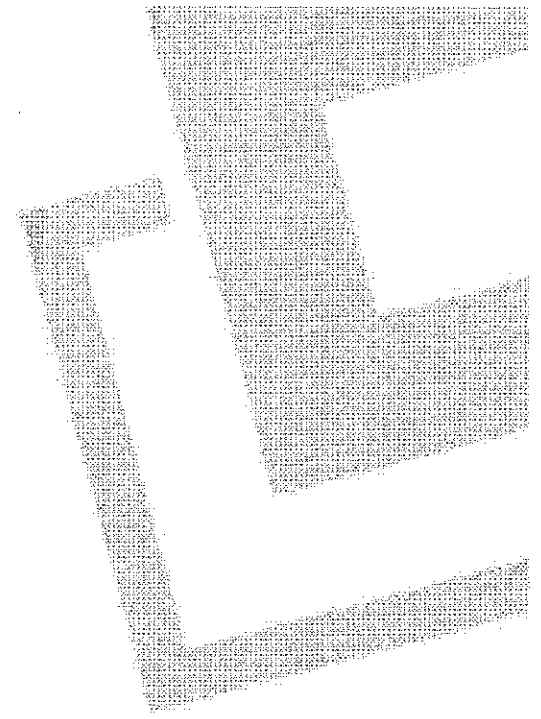
Respectfully submitted:

Karla Tacy
Village Clerk

Roman Plaszczyk
Village President

Action Items

Pay Application No. 18
Oselka Constructors



September 17, 2024

Mr. Bryan Myrkle, Village Manager
Village of Paw Paw
PO Box 179
111 E. Michigan Avenue
Paw Paw, MI 49079

**RE: Wastewater Treatment Plant Improvements
SRF No. 5779-01 & 5779-02
Recommendation for Payment, Pay Application No. 18 – August 2024**

Dear Bryan,

Enclosed please find Application for Payment No. 18 for the referenced project from Oselka Constructors Co., LLC, in the amount of \$259,790.23 for work completed through August 2024.

We have reviewed the Application for Payment and recommend the Village approve payment to the Contractor in the amount specified above.

Michigan Fair Contracting Center (MFCC) has reviewed and approved the certified payroll documents, which are attached to this letter and can be included with your disbursement request.

If you have any questions regarding the Recommendation for Payment, please contact us.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.

Scott Hall, PE
Project Manager

Enclosure(s)

- Application for Payment No. 18
- Certified Payroll Approval

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005

Contractor's Application for Payment

Owner: Village of Paw Paw Owner's Project No.: SRF 5779-01
 Engineer: Fleis & Vandenbrink Engineer's Project No.: _____
 Contractor: Oselka Constructors Co LLC Contractor's Project No.: _____
 Project: WWTP Project Improv.
 Contract: WWTP Project Improv.

Application No.: 18 Application Date: 9 / 5 / 2 0 2 4
 Application Period: From 8 / 1 / 2 0 2 4 to 8/31/2024

1. Original Contract Price	\$8,400,800.00
2. Net change by Change Orders	\$140,700.10
3. Current Contract Price (Line 1 + Line 2)	\$8,541,504.10
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$8,087,457.78
5. Retainage	
a. 0.10 X <input type="checkbox"/> Work Completed	
b. 0.10 X <input type="checkbox"/> Stored Materials	
c. Total Retainage (Line 5.a + Line 5.b)	\$428,546.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$7,658,911.78
7. Less previous payments (Line 6 from prior application)	\$7,399,121.55
8. Amount due this application	\$259,790.23
9. Balance to finish, including retainage (Line 3 - Line 4)	\$454,046.32

Contractor's Certification

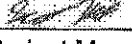
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: Oselka Constructors Co. LLC

Signature:  Date: 9/5/2024

Recommended by Engineer Approved by Owner

By:  By: _____
 Title: Project Manager Title: _____
 Date: 9-17-24 Date: _____

Approved by Funding Agency

By: _____ By: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

**Pay Application No. 4 Five
Star Energy Services**

CONTRACTOR PAYMENT REQUEST

May 1, 2024

FINAL PAYMENT REQUEST NO. 4

For Work Completed Through 10/31/2023

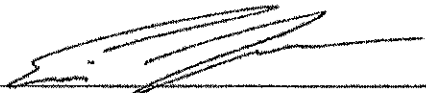
OWNER	CONTRACTOR
Village of Paw Paw 111 E. Michigan Ave Paw Paw, MI 49079	Five Star Energy Services, LLC W228S7055 Enterprise Drive Vernon, WI 53103

RE: Village of Paw Paw
Village-Wide Water Service Replacement Project
ACI Project No.: 21-2011B

Original Contract Amount	\$	2,839,150.00
Change Orders	\$	0.00
Current Contract Amount	\$	2,839,150.00
Work Completed	\$	2,839,150.00
Retainage (Released)	\$	0.00
Amount Earned	\$	2,839,150.00
Less Previous Payments	\$	2,548,342.48
Amount Due Contractor This Payment	\$	290,807.52

Please remit payment directly to the contractor at the address above.

RECOMMENDED BY: Contractor



(Five Star Energy Services) *ERIC MAROCH, CONTROLLER*

August 23, 2024

Date

RECOMMENDED BY: Abonmarche Engineer



Corey Kandow (Abonmarche)

8/23/2024

Date

ACCEPTED BY: Owner

(Village of Paw Paw)

Date

*Please contact Abonmarche Consultants at 269.927.2295 with any questions or concerns.
abonmarche.com*

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Village of Paw Paw
Engineer: Abonmarche Consultants, Inc.
Contractor: Five Star Energy Services, LLC
Project: Village-Wide Water Service Replacement Project
Contract: Village-Wide Water Service Replacement Project

Owner's Project No.: N/A
Engineer's Project No.: 21-2011B
Contractor's Project No.: N/A

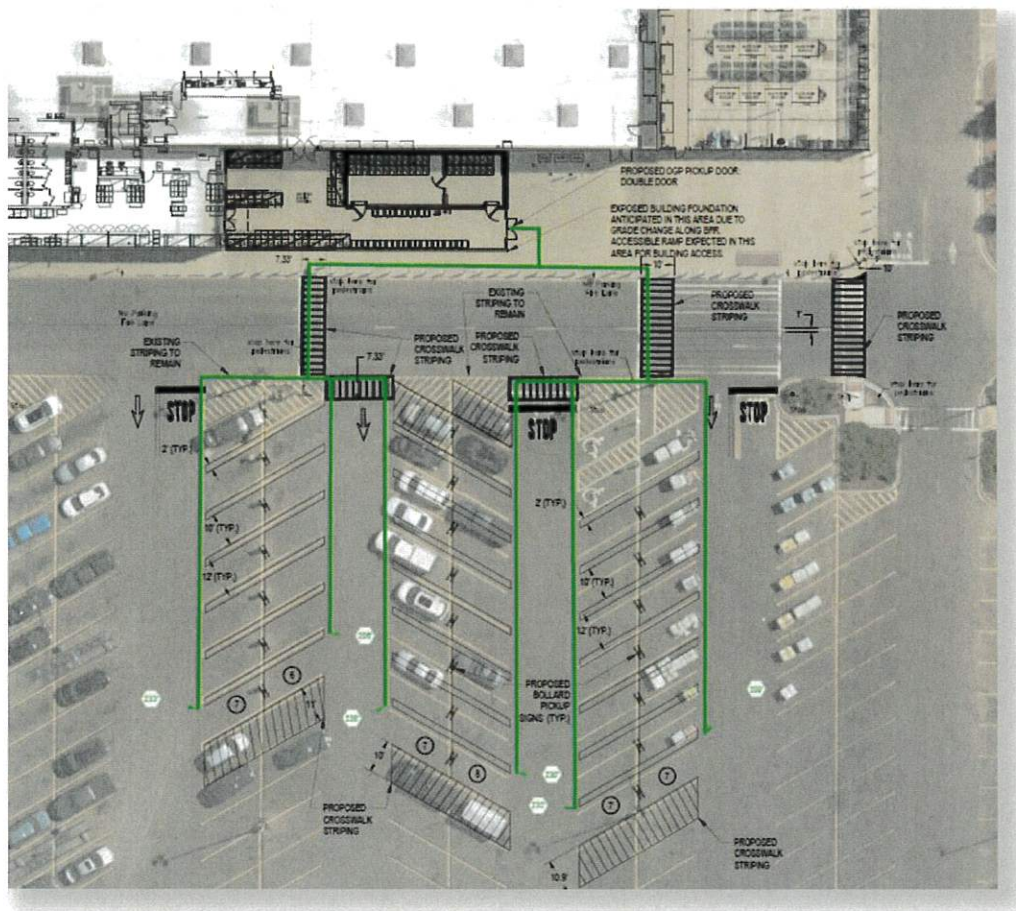
Bid Item No.	Description	Contract Information		F	G	H	I	J	K	L			
		C	D								E	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work
From	Application Period:	to	10/31/23	Original Contract							Application Date:	05/01/24	
1	Mobilization, Max. \$100,000	1	LSUM	\$	100,000.00	1.00	100,000.00	100,000.00	100%	100,000.00	100%	-	
2	Maintaining Traffic	1	LSUM	\$	25,000.00	1.00	25,000.00	25,000.00	100%	25,000.00	100%	-	
3	Right of Entry Form	100	Ea	\$	100.00	246.00	246.00	246.00	246%	246.00	246%	(146.00)	
4	Water Service, Investigation	75	Ea	\$	500.00	168.00	84,000.00	84,000.00	224%	84,000.00	224%	(46,500.00)	
5	Non-Haz Contaminated Material Handling and Disposal	50	Cyd	\$	50.00	8,787.35	8,787.35	8,787.35	88%	8,787.35	88%	1,212.65	
6	Slope Restoration, Type A Modified	10,000	Syd	\$	1.00	511.30	511.30	511.30	11%	511.30	11%	3,988.70	
7	Pavts, Rem	4,500	Syd	\$	1.00	54.30	54.30	54.30	2%	54.30	2%	2,443.70	
8	Sidewalk, Rem	2,500	Syd	\$	1.00	1,000.00	-	-	0%	-	0%	1,000.00	
9	Curb and Gutter, Rem	1,000	Ft	\$	1.00	1,500.00	52.00	52.00	3%	52.00	3%	1,448.00	
10	Subbase, C/P	1,500	Cyd	\$	1.00	4,500.00	19.10	19.10	0%	19.10	0%	4,480.90	
11	Aggregate Base, 8 inch	4,500	Syd	\$	1.00	1,200.00	93.95	93.95	8%	93.95	8%	1,106.05	
12	Hand Patching (440 Lb./Syd)	1,200	Ton	\$	1.00	1,000.00	-	-	0%	-	0%	1,000.00	
13	Conc Pavt, Misc, Nonreinf, 6 inch	1,000	Syd	\$	1.00	1,000.00	-	-	0%	-	0%	1,000.00	
14	Curb and Gutter, Conc, Det C4	1,000	Ft	\$	1.00	132.00	132.00	132.00	1%	132.00	1%	22,368.00	
15	Sidewalk, 4 inch	22,500	Sft	\$	1.00	24,000.00	20,531.00	20,531.00	86%	20,531.00	86%	3,469.00	
16	Water Service, 1 inch, Trenchless	24,000	Ft	\$	1.00	500.00	473.00	473.00	95%	473.00	95%	27.00	
17	Water Service, 2 inch, Trenchless	500	Ft	\$	1.00	1,171,500.00	1,212,750.00	1,212,750.00	104%	1,212,750.00	104%	(43,250.00)	
18	Curb Stop and Box	426	Ea	\$	2,750.00	422.00	1,160,500.00	1,160,500.00	99%	1,160,500.00	99%	11,000.00	
19	Private Water Service, Connection to Residence	426	Ea	\$	2,750.00	27.00	27,000.00	27,000.00	108%	27,000.00	108%	(2,000.00)	
20	Water Service, Cut and Cap	25	Ea	\$	1,000.00	430.00	172,000.00	172,000.00	101%	172,000.00	101%	(1,600.00)	
21	Water Meter, Install	426	Ea	\$	400.00	180.00	27,000.00	27,000.00	42%	27,000.00	42%	36,900.00	
22	Meter Pit, Abandon	426	Ea	\$	150.00	63,900.00	2,839,150.00	2,839,150.00	100%	2,839,150.00	100%	-	
				Original Contract Totals \$				2,839,150.00	\$	2,839,150.00	\$	2,839,150.00	\$

**Wal Mart Parking Lot
Modification and Building
Expansion - Site Plan Approval**

MEMORANDUM

To: Paw Paw Village Council
Date: September 19, 2024
From: Tricia Anderson, AICP
RE: Walmart Parking Lot Modification and Building Expansion

Background. At the September 5th, 2024 meeting, the Planning Commission forwarded a recommendation to the Village Council for the approval of the site plan for some parking lot modifications and a small building expansion for Walmart, located at 1013 S. Kalamazoo Street (PPN: 80-600-013-15). According to the applicant, the proposed modifications to the parking lot and building entrance would allow more efficient and convenient pick-up of online shopping orders.



The subject parcel is comprised of 19.53 acres and is located within the B-2, General Business zoning district. The new online order pick-up spaces are planned within the existing parking lot in the southeast corner of the parking lot on the west side of the building.

Procedures. The Village Council has been provided with the application, site plan, architectural renderings, our memorandum from the September 5th, 2024 Planning Commission meeting, and the draft meeting minutes from that meeting, containing Planning Commission's recommendation and associated conditions.

Chapter 42, Zoning, Article V, Section 42-402, Site Plan Review and Approval, of the Village of Paw Paw Code of Ordinances, gives authority to the Village Council in offering a final approval, denial or tabling of the request in parts f. and g. stated below:

f. Village council approval or disapproval. The village council shall have the function and power to approve or disapprove the site plan subject to compliance with such modifications and conditions as may be deemed necessary to carry out the purpose of these regulations and other ordinances or resolutions of the village.

g. Request by council of additional council approval. The village council shall have the function and power to request additional professional review from the village attorney, engineering consultant and/or planning consultant and/or planning consultant, and the applicant shall be responsible for any and all charges incurred therefor.

Recommendation. At the September 23, 2024 meeting, we would encourage the Village Council to consider comments provided in the application materials, our memorandums, and any comments made at the meeting by the applicant, Village Manager, and any others present. Based on the findings that the Site Plan Review standards are either met or can be met with further revisions, **we are recommending that the Village Council offer an approval of the site plan for the improvements to the parking lot and minor building expansion for Walmart, located at 1013 S. Kalamazoo Street**, subject to the conditions recommended by the Planning Commission below, along with any others deemed necessary:

1. Prior to the issuance of any permits, the applicant shall have paid all application, permit, reimbursable escrow, and other fees related to the request.
2. The approved site plan shall comply with all applicable federal, state, and local requirements. Copies of all applicable permits shall be submitted from the appropriate approving authorities stating that the minimum requirements have been met.
3. No or construction demolition shall occur until zoning and building permits have been issued.
4. The Village Fire Department shall review all plans and approve the parking lot modifications and building expansion for compliance with the Fire Code, prior to the i

5. The applicant shall apply for sign permits for all proposed signage, as applicable.
6. The applicant shall submit a revised site plan that contains the missing dimensional information (drive aisle widths, parking space depths, bulding expansion dimensions and area) that complies with Section 42-404 of the Zoning Ordinance, for review and approval by the Zoning Administrator, prior to the issuance of zoning or building permits associated with the proposed improvements.
7. The applicant shall submit a revised architectural rendering that complies with Section Sec. 42-225, Building Design Requirements.

As always, please contact us if you have any questions.

MEMORANDUM

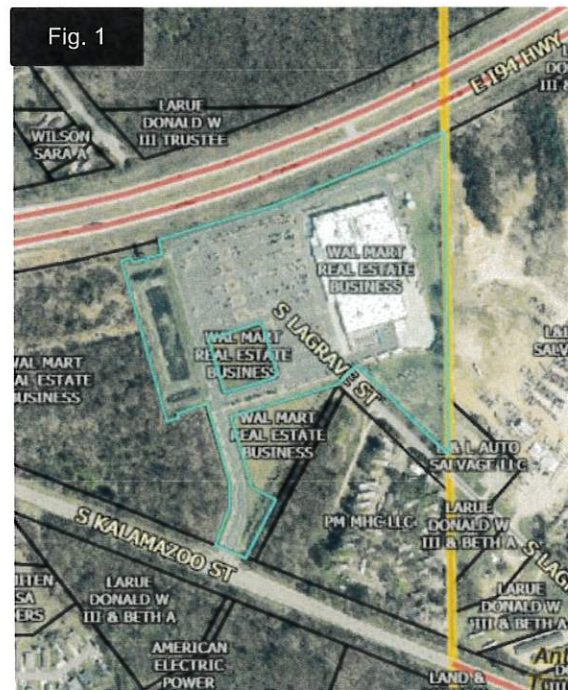
To: Village of Paw Paw Planning Commission
Date: August 30, 2024
From: Tricia Anderson, AICP
RE: **Site Plan Review – Walmart Parking Lot Modification and Building Expansion
1013 S. Kalamazoo St.**

Background and Request. Kaveh Ipakchian, of CESCO, on behalf of Walmart, has submitted an application for site plan review for some parking lot modifications and a small building expansion for Walmart, located at 1013 S. Kalamazoo Street (PPN: 80-600-013-15). The proposed modifications to the parking lot and building entrance would allow more efficient and convenient pick-up of online shopping orders. The subject parcel is comprised of 19.53 acres and is located within the B-2, General Business zoning district. The new online order pick-up spaces are planned within the existing parking lot in the southeast corner of the parking lot on the west side of the building.

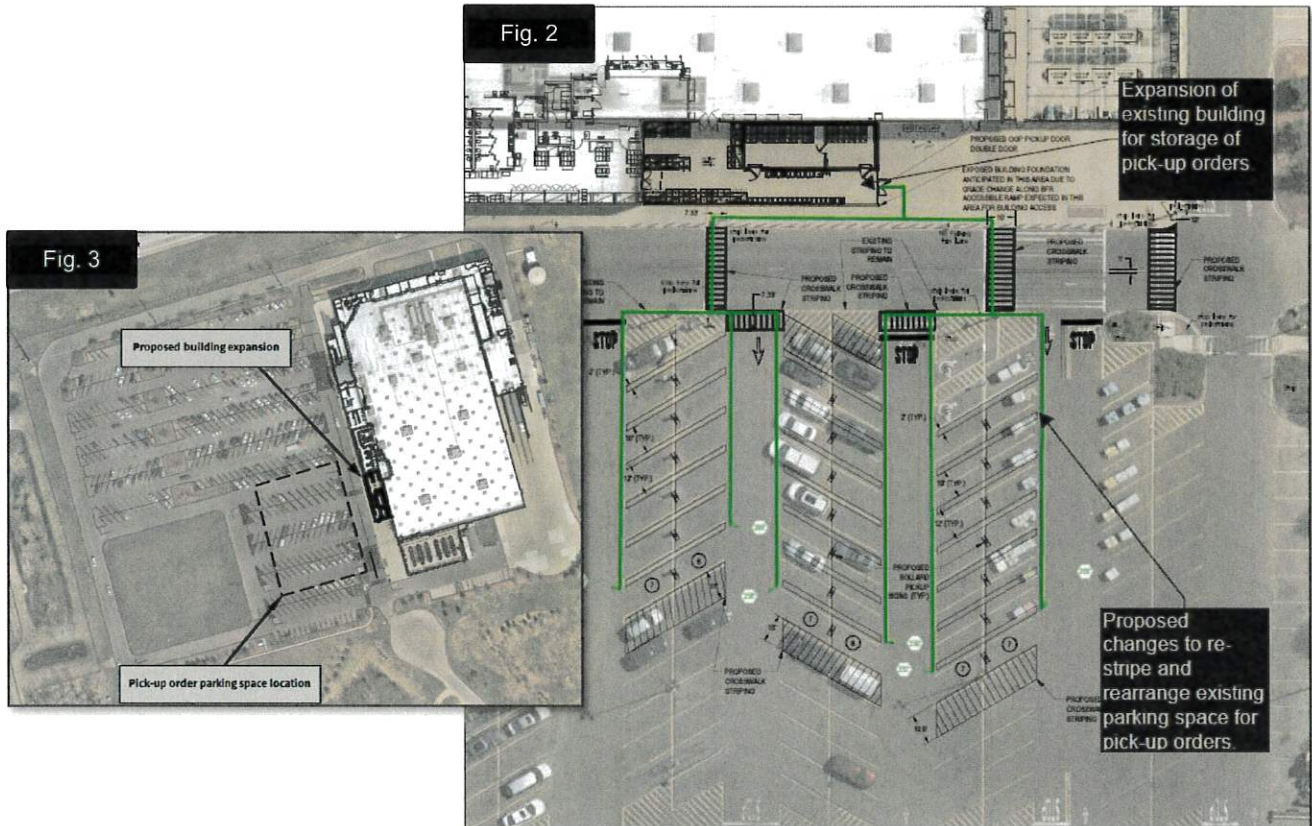
The Planning Commission is being asked to forward a recommendation to the Village Council on the approval, with or without conditions, or denial of the request. Action by the Planning Commission may also be postponed if it collectively feels that the site plan requires additional attention. The purpose of this memorandum is to present our analysis of the submittal pursuant to the Village of Paw Paw Zoning Ordinance requirements.

The site plan provides details related to the following improvements:

1. Restriping of existing parking spaces to delineate pick-up only parking.
2. Bollards and signage at each pick-up parking space.
3. Striping and signage for additional pedestrian crossing of drive aisles between the building expansion and the pick-up parking.
4. Expansion of existing building for storage of online pick-up orders.



Figures 2 and 3 below depict the minor modifications proposed in connection with this project.



Site Plan Review. The site plan was reviewed pursuant to the standards listed in Section 42-402 of the Village of Paw Paw Zoning Ordinance, as well as compliance with other referenced sections of the Zoning Ordinance. Because of the minor nature of the modifications, the Planning Commission will find that many site plan elements that would normally be required for review are not applicable. We note that the site plan submittal is complete enough for our review, however, the following information should be submitted on a revised plan set.

1. Building dimensions – the proposed expansion is minor, however, we are unable to locate dimensions or an area measurement for the proposed expansion.
2. Drive aisle and parking space depth dimensions are not provided on the plan.
3. Building elevation renderings for the proposed building expansion have not been provided.

Site Plan Review Standards. Section 42-402(4) provides the standards for site plan approval. These standards and our comments are provided below:

- a) *The vehicular transportation system shall provide for circulation throughout the site and for efficient ingress and egress to all parts of the site by fire and safety equipment.*

Remarks: The drive aisles are shown on the plan, however, to ensure that efficient vehicle movements will be maintained on the site, the dimensions must be shown to ensure that they meet Section 42-404 (see Figure 4).

Parking Pattern	Maneuvering Land Width (Feet)	Parking Space Width (Feet)	Parking Space Length (Feet)	Total Width of One Tier of Spaces Plus Maneuvering Lane (Feet)	Total Width of Two Tiers of Spaces Plus Maneuvering Lane (Feet)
0° (Parallel parking)	12	8	23	20	28
30 to 53 feet (diagonal)	13	9	20	33	53
54 to 74 feet (diagonal)	18	9	21	39	60
75 to 90 feet (diagonal)	25	9	18	43	61

Fig. 4

The Planning Commission may find that this standard may be met upon the submittal of revised plans showing drive aisle dimensions.

- b) *Pedestrian walkways shall be provided as deemed necessary by the planning commission for separating pedestrian and vehicular traffic.*

Remarks: The site plan proposes several new areas of striping and signage for additional pedestrian movements.

The Planning Commission may find that this standard is met.

- c) *Recreation and open space areas shall be provided in all multiple-family residential developments.*

Remarks: This standard is **not applicable** to this request.

- d) *The site plan shall comply with the district requirements for minimum floor space, height of building, lot size, yard space, density and all other requirements as set forth in this chapter, unless otherwise provided.*

Remarks: This standard is **not applicable** to this request.

- e) *The requirements for fencing, walks, and other protective barriers shall be complied with as provided in this [chapter] and as deemed appropriate by the planning commission.*

Remarks: No fencing, walkways or other types of barriers are proposed, therefore, this standard is **not applicable**.

- f) *The site plan shall provide for adequate storage and loading space for the use therein.*

Remarks: No new loading areas are proposed, therefore, this standard is **not applicable**.

- g) *Security measures shall be provided as deemed necessary by the police chief for resident protection in all multiple-family residential developments.*

Remarks: This standard is **not applicable**.

- h) *Fire protection measures shall be provided as deemed necessary by the fire chief in conformance with all applicable laws of the state for the protection of residents and/or occupants of the structures.*

Remarks: The Planning Commission may wish to defer to the Fire Department on whether or not this standard is met.

This standard *may be met* upon review and approval by the Fire Department.

- i) *The site plan shall comply with all requirements of the applicable zoning district unless otherwise provided.*

Remarks: The areas noted earlier in this report will need to be addressed in order for this standard to be deemed met.

This standard *may be met* upon the review and approval of revised plans containing information pertaining to the missing dimensions as noted in this report.

Recommendation. At the September 5, 2024 meeting, we recommend that the Planning Commission consider comments provided in this report, and any comments made at the meeting by the applicant, Village Manager, and any others present. Based on the findings that the Site Plan Review standards are either met or can be met with further revisions, **we are recommending that the Planning Commission forward a favorable recommendation to the Village Council for the approval of the site plan for the improvements to the parking lot and minor building expansion for Walmart, located at 1013 S. Kalamazoo Street,** subject to the recommended conditions below, along with any others deemed necessary:

1. Prior to the issuance of any permits, the applicant shall have paid all application, permit, reimbursable escrow, and other fees related to the request.

2. The approved site plan shall comply with all applicable federal, state, and local requirements. Copies of all applicable permits shall be submitted from the appropriate approving authorities stating that the minimum requirements have been met.
3. No or construction demolition shall occur until zoning and building permits have been issued.
4. The Village Fire Department shall review all plans and approve the parking lot modifications and building expansion for compliance with the Fire Code, prior to the i
5. The applicant shall apply for sign permits for all proposed signage, as applicable.
6. The applicant shall submit a revised site plan that contains the missing dimensional information (drive aisle widths, parking space depths, bulding expansion dimensions and area) that complies with Section 42-404 of the Zoning Ordinance, for review and approval by the Zoning Administrator, prior to the issuance of zoning or building permits associated with the proposed improvements.

As always, please contact us if you have any questions.

Fee: \$300 plus \$100 per hr over 3 hours. Parcels over 1 acre require \$700 escrow with application. Escrow agreement required.

OFFICE USE ONLY



Date Rec'd _____
Fee Rec'd _____
Receipt # _____
Hearing date _____

Site Plan Review Application

Kaveh Ipakchian	kaveh.ipakchian@cesoinc.com	517.404.1164
Applicant's Name	Email	Telephone Number
13060 Old U.S. 27 Ste. D	Dewitt, MI	48820
Applicant's Address	City, State	Zip Code

Property Owners (if different from the Applicant)

Name: Walmart Real Estate Business Telephone: (479)321-2183

Does the title holder know of this application and consent to its submittal? Yes No

Property Address: 1013 S. Kalamazoo St.; Paw Paw, MI 49079

<u>80- 47 - 600 - 013 - 15</u>	<u>19.53</u>	<u>B-2</u>
Parcel ID Number	Parcel Size (acres)	Zoning District

Legal Description: *See Page 4 for description below

Proposed use of the property: (B-2)Use will remain the same

Are there any plat restrictions or easements? If so, please explain No.

_____	_____	_____
Number of structures	Area of structures	Number of housing units

Applicant's standing (interest) in the site (check one):

Property Owner Purchaser Tenant/Lessee Other Interest

Fee: \$300 plus \$100 per hr over 3 hours. Parcels over 1 acre require \$700 escrow with application. Escrow agreement required.

Why is a site plan is required for this project?

- Construction of a new building other than a single or two-family residence or a building that is accessory to such a use.
- Construction of an addition of 1,000 S.F. or greater to a building other than a single or two-family residence or buildings accessory to them
- Construction, use or establishment of a parking or storage area or expansion of existing parking lots of one thousand (1,000) square feet or more or ten (10%) percent over 12 months whichever is less.
- Special Land Use
- Substantial change in use or class of use
- The erection of, or addition to, any major utility service facilities, including towers, substations, pump stations or similar facilities.

In addition to this application, you must submit 11 copies of the site plan along with drawings or sketches of the exterior and elevations, and/or perspective drawings of the building or structures under consideration. Planning Commission meetings are typically held the first Thursday of each month. Village Council meetings are typically held the second and fourth Monday of each month. Approved site plans shall commence construction within a period of 12 consecutive months after date of approval by the Village Council or the site plan shall be deemed expired.

Certification

I, the undersigned, acknowledge that approval of this site plan by the Paw Paw Village Council constitutes and agreement with the Village of Paw Paw and all improvements and obligations indicated herein shall be completed in a good and workmanlike manner, acceptable to the Village, within the times specific by ordinance.

I certify that all statements made above and in attached documents submitted to the Village of Paw Paw related to this application are true and accurate to the best of my knowledge and that if found to be in error, any decision of the Village based upon the contents of this application may be void.

Owner/Agent Signature

Date

9/17/24

Village of Paw Paw
Planning Department
Village Hall, 111 E. Michigan Ave
Paw Paw, MI 49079

Attn: Bryan Myrkle, Village Manager

RE: Walmart Expansion, 1013 S Kalamazoo St, Paw Paw, MI 49079, Site Plan Review Response

Dear Mr. Myrkle:

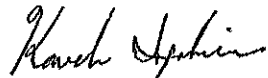
We are in receipt of your planning commission agenda dated 09/05/2024 for the above-reference project, to which we provide the following responses. Your comments are reiterated below with corresponding responses for each. Please review these responses, along with revised drawings attached at your earliest convenience.

- 1) Prior to the issuance of any permits, the applicant shall have paid all application, permit, reimbursable escrow, and other fees related to the request.
Response: Acknowledged we will comply.
- 2) The approved site plan shall comply with all applicable federal, state, and local requirements. Copies of all applicable permits shall be submitted from the appropriate approving authorities stating that the minimum requirements have been met.
Response: Acknowledged we will comply.
- 3) No or construction demolition shall occur until zoning and building permits have been issued.
Response: Acknowledged we will comply.
- 4) The Village Fire Department shall review all plans and approve the parking lot modifications and building expansion for compliance with the Fire Code, prior to the i
Response: Acknowledged, sent via email on 9/17.
- 5) The applicant shall apply for sign permits for all proposed signage, as applicable.
Response: Acknowledged we will comply.
- 6) The applicant shall submit a revised site plan that contains the missing dimensional information (drive aisle widths, parking space depths, building expansion dimensions and area) that complies with Section 42-404 of the Zoning Ordinance, for review and approval by the Zoning Administrator, prior to the issuance of zoning or building permits associated with the proposed improvements.
Response: See revised plan OGP-2 attached that shows all requested dimensions and square footage of building.
- 7) (This item was added during the planning commission meeting) Provide a new elevation for the exterior of the expansion to break the building up visually.
Response: See revised plan A2- Detail 1 attached.

We greatly appreciate your partnership through your prompt review of these responses and for working with us and Walmart to gain site plan approval as soon as possible, so construction may begin on this project.

Should you have any further questions, please do not hesitate to contact me.

Respectfully,



Kaveh Ipakchian, PE
Senior Project Manager
Kaveh.ipakchian@cesoinc.com
(517) 404-1164

cc: Kaveh Ipakchian

Legal Description:

*1462-A1 13-3-14 1588-267,268 1589-999 COM AT SE COR OF SEC, TH N 0 DEG 34'51"W ALG W SEC L 1277.89 FT, TH N 46 DEG 20'41"W ALG SWLY L OF S LAGRAVE ST 563.18 FT TO BEG, TH S 73 DEG 46'21"W 404.10 FT, TH S 16 DEG 13'39"E 205.08 FT, TH 56.55 FT ALG THE ARC OF A 415.0 FT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD BEARING S 12 DEG 19'26"E 56.51 FT, TH S 61 DEG 01'04"E 101.85 FT, TH S 28 DEG 58'56"W (ALSO REC'D AS S 29 DEG 33'47"W) 232.83 FT, TH N 668 DEG 16'48"W (ALSO REC'D AS N 67 DEG 41'57"W) ALG NLY L OF M 40 HWY 121.0 FT, TH N 21 DEG 43'12"E 139.84 FT, TH N 0 DEG 46'46"W 87.28 FT, TH N 16 DEG 13'38"W 226.68 FT, TH N 15 DEG 09'01"W 67.20 FT, TH S 73 DEG 46'21"W 102.82 FT, TH 18.06 FT ALG THE ARC OF A 11.5 FT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD BEARING S 28 DEG 46'21"W 16.26 FT, TH S 16 DEG 13'39"E 8.50 FT, TH S 73 DEG 46'21"W 38.0 FT, TH N 16 DEG 13'38"W 606.21 FT, TH N 73 DEG 46'21"E 38.0 FT, TH S 16 DEG 13'39"E 8.50 FT, TH 18.06 FT ALG THE ARC OF A 11.5 FT RADIUS.

SITE PLAN



DISCUSSIONS
 FROM REVISIONS: THE SIGNAGE WAS REDESIGNED TO MATCH THE QUALITY OF THE
 PROJECT. ALLOWED SIGNAGE BY THE STATE OF MARYLAND, DEPARTMENT OF TRANSPORTATION,
 AND THE COUNTY OF CALVERTON, MARYLAND.
 VENDOR: PROCEDES, MA

EXISTING SIGNAGE SCHEDULE



SIGNAGE LOCATION	TYPE	HEIGHT	COLOR	MATERIAL	TOTAL AREA	GENERAL NOTES	
						TYPE	REMARKS
1	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
2	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
3	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
4	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
5	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
6	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
7	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
8	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
9	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
10	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE
11	LED	5'-0"	WHITE	FRONT SIGNAGE	37.71	1	REPLACE EXISTING SIGNAGE WITH NEW SIGNAGE

GENERAL NOTES

1. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGNAGE SCHEDULE AND THE SIGNAGE SCHEDULE SHALL BE USED TO DETERMINE THE TYPE, SIZE, COLOR, AND LOCATION OF ALL SIGNAGE.
 2. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGNAGE SCHEDULE AND THE SIGNAGE SCHEDULE SHALL BE USED TO DETERMINE THE TYPE, SIZE, COLOR, AND LOCATION OF ALL SIGNAGE.
 3. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGNAGE SCHEDULE AND THE SIGNAGE SCHEDULE SHALL BE USED TO DETERMINE THE TYPE, SIZE, COLOR, AND LOCATION OF ALL SIGNAGE.
 4. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGNAGE SCHEDULE AND THE SIGNAGE SCHEDULE SHALL BE USED TO DETERMINE THE TYPE, SIZE, COLOR, AND LOCATION OF ALL SIGNAGE.

PUMP HOUSE AND WATER TANK
 LEFT ELEVATION



PUMP HOUSE AND WATER TANK
 FRONT ELEVATION



PUMP HOUSE AND WATER TANK
 REAR ELEVATION



BALE AND PALLET
 FRONT ELEVATION



BALE AND PALLET
 REAR ELEVATION



BALE AND PALLET
 LEFT ELEVATION



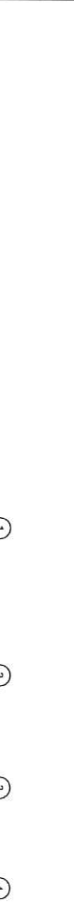
BALE AND PALLET
 RIGHT ELEVATION



PUMP HOUSE AND WATER TANK
 LEFT ELEVATION



PUMP HOUSE AND WATER TANK
 FRONT ELEVATION



PUMP HOUSE AND WATER TANK
 REAR ELEVATION



BALE AND PALLET
 FRONT ELEVATION



BALE AND PALLET
 REAR ELEVATION



BALE AND PALLET
 LEFT ELEVATION



BALE AND PALLET
 RIGHT ELEVATION



Walmart
 PAW PAW, MD
 1013 S KALAMAZOO STREET, PAW PAW, MD, 21781
 STORE NO. 04419-233
 JOB NUMBER: WALNEC04 PHOTO

ISSUE BLOCK

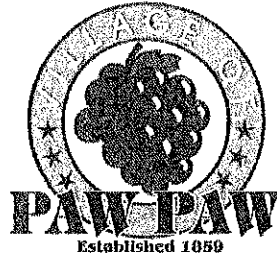
NO.	DATE	DESCRIPTION

DESIGNER: SHK
CHECKED BY: PPK/AMK
DRAWN BY: PPK/AMK
PROJECT NO.: WALNEC04
LOCATION: PAW PAW, MD

STIPULATION FOR REUSE:
 THIS DOCUMENT IS THE PROPERTY OF WALNEC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WALNEC.

EXTERIOR ELEVATIONS AND DETAILS

SHEET: A2



Village of Paw Paw

Planning Commission Regular Meeting

Thursday, September 5, 2024

MEETING MINUTES

I. Call to Order

Chair Larson called the meeting to order at 7:00 pm.

II. Roll Call

PRESENT:

KATHY LARSON, CHAIR

MICHAEL PIOCH, VICE CHAIR

NICK MARTINEZ, VILLAGE COUNCIL REPRESENTATIVE

TOM PALENICK

DAVID BOGEN

ABSENT:

EMILLY HICKMOTT, SECRETARY

JEFF BROWN

ALSO PRESENT:

TRICIA ANDERSON, WILLIAMS & WORKS, VILLAGE PLANNER

BRYAN MYRKLE, VILLAGE MANAGER

III. Approval of Agenda

Commissioner Martinez moved, with support from Commissioner Bogen, to approve the agenda for the September 5, 2024 Planning Commission meeting.

Motion carried unanimously by voice vote.

28 **IV. Approval of Meeting Minutes from August 1, 2024**

29 **A. August 1, 2024 Draft Meeting Minutes**

30 **Commissioner Pioch moved, with support from Commissioner Bogen, to approve the**
31 **meeting minutes from August 1, 2024, subject to the changes noted.**

32 **Motion carried unanimously by voice vote.**

33 **V. Public Comment**

34 Lyle Swinehart was present to ask about where the Village is at with regulating the Warner
35 Vineyards concerts and the associated noise.

36 Kimberly McNatt was present to express her concerns with the Warner Vineyards concerts
37 and noted her frustration with the Village Police, whom she feels is not enforcing the
38 ordinance and not recognizing that complaints were filed.

39 **VI. New Business**

40 **Site Plan Review – Walmart Parking Lot Modification and Building Expansion 1013 S.**
41 **Kalamazoo St.**

42 Mr. Kaveh Ipakchian, of CESO, was in attendance and presented project on behalf of the
43 applicant. He described the scope of the project and indicated that the improvements will
44 consist of a 2,540 square foot building expansion and the reworking of 59 existing parking
45 spaces to achieve the 12' widths from buffer to buffer, along with pedestrian crossings and
46 signage. He noted that the changes would result in a loss of 17 spaces. The parking stall
47 width increase is due to making it easier to load groceries from passenger doors and trunks.
48 He also added that the proposed changes are intended to make the pick up easier and more
49 efficient and allows Walmart to increase their service offerings to their customers. The
50 expansion would be an area to store orders without the general public being able to enter or
51 walk through the storage area. He noted that the width of the drive aisles would not
52 change, and they would remain at 20'.

53 The Planning Commission asked questions related to the pick-up operation, and landscaping
54 plan. Commissioner Bogen asked whether there needed to be architectural breaks on the
55 wall that comprised the addition. A condition was added to address this in a revised
56 architectural rendering.

57 **Commissioner Martinez moved, with support from Commissioner Bogen, to approve the**
58 **addition and parking improvements for the Walmart online pick-up operation, subject to**
59 **the following conditions:**

- 60 **1. Prior to the issuance of any permits, the applicant shall have paid all application,**
61 **permit, reimbursable escrow, and other fees related to the request.**
- 62 **2. The approved site plan shall comply with all applicable federal, state, and local**
63 **requirements. Copies of all applicable permits shall be submitted from the**

- 64 appropriate approving authorities stating that the minimum requirements have
65 been met.
- 66 3. No construction or demolition shall occur until zoning and building permits have
67 been issued.
 - 68 4. The Village Fire Department shall review all plans and approve the parking lot
69 modifications and building expansion for compliance with the Fire Code, prior to
70 the issuance of building permits.
 - 71 5. The applicant shall apply for sign permits for all proposed signage, as applicable.
 - 72 6. The applicant shall submit a revised site plan that contains the missing
73 dimensional information (drive aisle widths, parking space depths, building
74 expansion dimensions and area) that complies with Section 42-404 of the Zoning
75 Ordinance, for review and approval by the Zoning Administrator, prior to the
76 issuance of zoning or building permits associated with the proposed
77 improvements.
 - 78 7. The applicant shall submit a revised architectural rendering that complies with
79 Section Sec. 42-225, Building Design Requirements.

80 **Motion carried unanimously via voice vote.**

81
82 **VII. Old Business**

83 **Discussion – Amendment to Section 42-367, Site Design Standards and Regulations for**
84 **Special Uses and Certain New Uses**

85 Mr. Myrkle presented his memorandum and described the work that he’s done since the last
86 Planning Commission meeting. He explained that he’d been working on addressing noise
87 and exploring how other municipalities in Michigan are handling it. He noted his research
88 brought about a variety of methods that are being used to measure noise, and how it is
89 enforced. Many ordinances he found were very vague using language that was very
90 subjective, such as “unusual noise”. He also found some very strict methods for measuring
91 sound and allowances for sounds and noise within a specific frequency, which he noted
92 would be very difficult to enforce. He noted that his recommendation would be to regulate
93 noise using decibel levels, which would be measured by duration and during certain hours
94 and the establishment of graduated limits that would be considered acceptable. He
95 encouraged the Planning Commission to think about some of the limitations relevant to
96 some of the common community standards that are acceptable to the Paw Paw community.
97 He believes that the ordinance would be intended to provide some reprieve to the neighbors
98 who are bothered by it. He noted that what it would likely come down to is how long is
99 “tolerable” and that the duration will come into play.

100 Mr. Myrkle provided an update on where Mr. Warner was at with hiring a consultant. He
101 noted that he met on the site with Mr. Warner with the consultant that was hired from

102 Grand Haven (Audio Impact). He indicated it was a productive meeting, and that the
103 consultant believed there were some measures that could be taken on site that would
104 mitigate the need to turn up the music. He added that the road noise at the site made it
105 difficult for the patrons to hear the music, when the site is overcome by the noise emulating
106 from the road. They discussed finding ways to absorb the sound, and to block the road
107 noise. The consultant indicated that the river and surrounding vegetation carries the music
108 like a conduit. Other ideas were also discussed for sound mitigation. He added that the
109 consultants wanted to connect with the neighbors who are bothered by the sound and visit
110 the neighborhoods where the sound appears to be carried to the most.

111 Mr. Myrkle explained that the cost to mitigate the noise issue has the potential to be a major
112 financial burden, and so he believes it's important to get the ordinance adopted so that they
113 can review and insist on submitting a sound mitigation plan so that it is in writing. Mr.
114 Myrkle noted that he ran the decibel levels past the consultant to get some feedback in
115 terms of whether they're reasonable. The consultant noted that at the property line the
116 reading is 95 decibels. He was reluctant to call 95 decibels a 'reasonable' number.

117 He indicated that the Planning Commission will also need to think about what is enforceable,
118 and that the Village Council has directed him to work with the Planning Commission to find a
119 solution that is amenable to everyone.

120 Chair Larson asked if Mr. Myrkle could elaborate on the language noting "measured at street
121 level". He noted that the point is of that location is to emphasize that the intent is to take
122 the measurement in a location where it could become a problem to someone who is not on
123 the property. He noted that the location isn't as important as the intent to measure it in a
124 place where the property owner is no longer responsible.

125 Chair Larson noted that what she finds annoying is the bass. Mr. Myrkle noted that all he
126 equipment at the venue would need to be evaluated for quality and sound output.

127 Commissioner Pioch noted that it's important to have this professional insight because he
128 doesn't know what 95 decibels really sounds like.

129 Mr. Myrkle added that the consultant would need to do their evaluation and take
130 measurements on, for example, Led Zeppelin night as opposed to James Taylor night.

131 Some of the neighbors noted that they had communicated with the consultant and they
132 were feeling positive about what they might be able to accomplish.

133 Additional discussion was had between Mr. Myrkle and the Planning Commission regarding
134 the existing noise ordinance. He noted that the Village Council gave clear direction that the
135 approach to handle the issue should not come in the form of enforcement, but rather to
136 develop an ordinance that would serve as a compromise. He added that the community is
137 energized by the concerts and that it is clear that a large portion of the Village wants to see
138 the concerts continue. Chair Larson noted that she doesn't want to see the concerts shut
139 down completely but that the Village needs to have some control over the regulation. She
140 added that she wishes Mr. Warner would attend more of the meetings and to work with the
141 Planning Commission as they work to develop the ordinance.

142 Commissioner Bogen asked Mr. Myrkle to see if the state has standards for noise. He gave
143 the example of people being pulled over for loud music and loud vehicles. He was curious
144 what law is being enforced and if it was local or state.

145 Mr. Myrkle explained that his previous municipality passed an ordinance to not allow semi-
146 truck “jake brakes”, and that the state didn’t allow the enforcement.

147 Commissioner Martinez affirmed that the Village Council gave staff direction to draft an
148 ordinance rather than enforcement to avoid shutting the use down completely. He thanked
149 the Village residents for attending the meetings and provide input to help the Village solve
150 the issue. He added that buy-in from Village Council will be important, and he feels that the
151 ordinance could be a discussion item to provide feedback before they’re tasked with voting
152 on the ordinance. Mr. Myrkle noted that a joint meeting might be a good idea as well.

153 Chair Larson noted that the next step is to wait for the audio report from the consultant. Mr.
154 Myrkle said that he would like to present a complete draft by the October meeting, and
155 hopefully not more than two more meetings.

156 **VIII. Planning Commission Comments**

157 Commissioner Palenick thanked Mr. Myrkle for all his hard work and noted that he was
158 pleased with what he had to say.

159 Commissioner Martinez noted that the Village Council approved the mobile food vending
160 ordinance and the St. Julian parking lot.

161 **IX. Staff/Consultant Comments**

162 Mr. Myrkle updated the Planning Commission with where he’s at with reviewing the
163 proposals for the Master Plan update and Zoning Code update. He indicated that the Village
164 received two proposals.

165 Mr. Myrkle also updated the Planning Commission on using a process that’s widely accepted
166 to develop the Village budget and make informed decisions. He indicated that a capital
167 improvement program is coupled with a budgeting exercise and he wants to put it in place.
168 He is trying to figure out how to implement it, but feels that a joint meeting might be
169 needed in order to get everyone on board. He added that he would like to coordinate to
170 find availability. He would like to get a budget in place by March 1, 2025, and he has a
171 proposed schedule where the Village can accomplish some milestones throughout the
172 process. He added that he’d like to discuss some of the Village’s capital improvement
173 project and equipment needs.

174 **X. Adjournment 9:16**

Tricia Anderson, AICP – Williams & Works
Recording Secretary

Award Bids – 2024 Street Program

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Street paving bids
Date: September 24, 2024

Background

The Village of Paw Paw opened bids for street paving work on Thursday, September 19. The projects include the milling and resurfacing of portions of Ampey, North and St. Joseph Streets.

Three bids were received, and the low bidder was Reith-Riley Construction Co. in the amount of \$202,407.00.

We did not receive the recommendation to award bid from the project engineer in time for inclusion in the Council packet. Assuming he finds no deficiencies in the bid received from Reith-Riley, I expect he will recommend they be awarded the job.

We will provide the Council with his recommendation to review at the meeting on Monday evening.



Village of Paw Paw
Van Buren County, Michigan
2024 Street Resurfacing (Ampey, North & St. Joseph Streets)
Project No. 866290

BID OPENING

BID DATE: Thursday, September 19, 2024 at 1:00 PM

Bidder	Bid Amount	Signed	Bid Bond	Comments	Addenda Noted
Michigan Paving & Materials, Co.	\$215,885.00	✓	✓	NONE	N/A
Rieth-Riley Construction Co., Inc.	\$202,407.00	✓	✓	NONE	YES
TBD Construction	\$220,000	✓	✓	NONE	YES

M-40 Project – Update and consideration of project options

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: MDOT M-40 project planning
Date: September 20, 2024

Background

As Village Council members likely remember, the Michigan Department of Transportation is planning a multi-year project reconstructing portions of M-40 in and around the Village of Paw Paw. One phase of that work will include the replacement of the Kalamazoo Street/M-40 bridge over the Paw Paw River in 2026.

MDOT is asking the Village for input on its approach to the project in order to minimize disruption in the community. Please see the attached agenda and minutes from a recent meeting between the Village and MDOT. The words in red represent the minutes, while the balance of the text represents the agenda. Please note that MDOT indicated that the references to 2025 in the document are a typographical error and should have been 2026.

MDOT is proposing 3 possible plans. The first is a full closure of M-40 at the bridge for the duration of the project. This provides, by far, the shortest timeline. The project would begin as early as possible in the spring and the bridge would be closed for 59 days. In addition to the shorter timeline, an added benefit to this approach is that MDOT would construct sidewalk along Gremps Street from Commercial Avenue to West Berrien to serve as a pedestrian detour. However, this would be a permanent addition and would help provide a safer path for pedestrians in that area in the long term. Accepting this plan is the preference of Village staff.

The second alternative is to maintain a limited amount of traffic over the bridge during the project with the use of a temporary structure. However, this would still require a full closure lasting about a

week, and would extend the project through September. The temporary structure would also make access to the closest businesses to the bridge more difficult.

The third option also would maintain limited traffic over the bridge, during some of the project, but without a temporary structure. This option, however, requires a full closure of the bridge that would last almost as long as option one. Village staff do not believe this option provides any benefit and should not be considered.

Please review the communications from MDOT and consider what option you think is best for our community.

Recommendation

Consider the alternatives presented by MDOT and make a recommendation to that agency as to the Village Council's preference.

Meeting Minutes

Village of Paw Paw Meeting | September 13, 2024 | Microsoft Teams

Attendees	Time Session Topic Presenter
Josh Dudicz – CED	10:00 am – M-40 Watermain & MOT Discussion
Larry Brenner – MDOT	
Chris Jacobs – MDOT	
Police Chief Eric Rottman – Village of Paw Paw	
DPS Director Tim Brandys – Village of Paw Paw	
DPS Foreman Evan Turner – Village of Paw Paw	

Introductions

Watermain

- The Village Watermain Plans (2022 DWSRF Improvements – Phase 4) indicate new watermain on M-40 from Fadel Street to Commercial Avenue and from north of the Paw Paw River to St Joseph Street.
 - Has this contract already been bid out and awarded? Is the Village waiting on this project? Has it been permitted with the DEG where no changes can be made? We have a concern for potential conflicts between the storm sewer and watermain if built separately and we would like to avoid service interruptions to resolve conflicts.
 - *At the meeting it was discussed that this contract has already been bid and awarded to Lounsbury Excavating. The contractor is currently waiting for the MDOT project to start performing the Phase 4 work. The Village noted that the WM project does not include pavement replacement for the M-40 work which was verified on the plans after the meeting.*
 - The current MDOT design has the proposed storm sewer trunkline in the same location as the proposed watermain.
 - The DWSRF plans indicate the existing main is to be abandoned in place, if the storm sewer trunkline needs move, it will likely need to go in the location of the abandoned watermain – and will require removal of the existing main.
- Can the Phase 4 work be added to the MDOT project so the entire project can be completed by a single contractor?
 - *The Village recommended that the design team coordinate directly with Abonmarche regarding the WM options.*

- If MDOT is successful in getting the grant funding it would be beneficial to have a single contractor working on all the underground at the same time. This would potentially reduce impacts to the Village.
- If MDOT is unsuccessful in getting the grant, we anticipate the Village constructing the watermain prior to 2030.
- *The Village noted they do not have the funds to replace the pavement for Phase 4 of the WM work and would likely not do this section of WM if the MDOT project is delayed.*

Maintenance of Traffic

M-40 Bridge over the East Branch of the Paw Paw River

- *CED provided an overview of each MOT alternative at the meeting*

Alternative 1: Full-Closure

- General Construction Sequence
 - Set-up full closure and detour of M-40 vehicular and pedestrian traffic. Remove existing superstructure (bridge railing, deck and beams) and portions of the existing substructure. Construct the proposed superstructure full width.
- Schedule (Estimated duration of traffic impacts)
 - Total Construction: 67 Calendar days (e.g. Mid-April 2025 thru June 2025)
 - Full Closure / Detour: 59 Calendar Days
- Preliminary Estimated Costs
 - \$775,000
- *It was discussed at the meeting that the bridge work will likely be in 2026 and not 2025 as noted in the agenda.*
- *MDOT & the Design Team recommends Alternative 1*
- *The Village inquired where M-40 would be closed for this option. It was discussed that there would be a soft closure north and south of the bridge while allowing local traffic access to the businesses adjacent to the bridge. A hard closure would be implemented immediately adjacent to the bridge.*
- *See section below for discussion items regarding the pedestrian detour.*
- *MDOT noted that they anticipate being able to complete this bridge work between mid-April to Memorial Day, providing no significant weather delays.*

Alternative 2: Part-Width Construction (With Temporary Bridge)

- General Construction Sequence
 - Remove the existing bridge under full closure and install a temporary bridge to maintain traffic while constructing the proposed superstructure part-width. Utilize a pre-stage to construct the temp bridge foundations and approaches behind the existing abutments while two lanes of M-40 traffic is maintained on the east half of the existing superstructure. Close and detour M-40 for removal of the existing superstructure and erection of the temporary bridge. Re-open M-40 to traffic maintaining two lanes (one lane in each direction) plus pedestrians on the temporary

bridge. Construct the east-half of the proposed superstructure. Shift traffic to new superstructure and remove temporary bridge. Finish constructing the west-half of the proposed superstructure and open the full bridge to traffic.

- Schedule (Estimated duration of traffic impacts)
 - Total Construction: 125 Calendar days (e.g. Mid-April 2025 thru September 2025)
 - Full Closure / Detour: 6 Calendar Days
- Preliminary Estimated Costs
 - \$1,050,000 (assumes new Acrow Bridge rental with temporary substructures)
 - *MDOT noted that it is expected that the full closure and detour for this alternate will likely be 2 weeks minimum to construct the temporary bridge and approaches.*
 - *It was discussed that for the part width options access to the businesses immediately adjacent to the bridge (Warner Vinyards and Speedway) would be difficult due to limited space for turning movements. MDOT did also note the proposed grade raise for this structure will also complicate maintaining traffic to the adjacent business for Alternatives 2 & 3.*

Alternative 3: Part-Width Construction (conventional construction without temp bridge)

- General Construction Sequence
 - Set-up full closure and detour of M-40 vehicular and pedestrian traffic. Remove the existing superstructure and portions of the existing substructure. Construct the east-half of the proposed superstructure. Remove detour and re-open M-40 at the bridge to traffic. Maintain two lanes (one lane in each direction) on the new east-half of the proposed superstructure. Finish constructing the west-half of the proposed superstructure and open the full bridge to traffic.
- Schedule (Estimated duration of traffic impacts)
 - Total Construction: 92 Calendar days (e.g. Mid-April 2025 thru August 2025)
 - Full Closure / Detour: 44 Calendar Days
- Preliminary Estimated Costs
 - \$875,000
 - *Similar discussion on access as Alternative 2.*

Sidewalk Options for Pedestrian Detours

- The route from Commercial Ave to Lake Blvd to W Berrien St bridge over the Paw Paw River is not feasible since the bridge and approaches are not ADA compliant. In addition, there are concrete block planters and landscaping boulders placed at either side of the bridge.



- The route using Commercial Ave to Gremps St to Berrien St (north side on existing sidewalk) appears to be the best option. (See attached concept layout)
 - West side of Gremps Street has the most amount of available space with minimal conflicts to add new sidewalk.
 - New ADA ramps would be added at Commercial / Gremps as well as Gremps / Berrien and Gremps / Lilac
 - Using the north side of Commercial Ave will require temporary elimination of the on-street parking for at St. Julians winery tasting room for the duration of the detour. This is necessary so pedestrians can traverse the south side of the building.
 - *The Village noted that St Julians is currently in the process of developing plans to demolish the strip mall along the west side of M-40 between Industrial Ave and Commercial Ave. This location is to be converted to on street parking for the winery tasting room.*
 - If St. Julians won't agree to the temporary parking closure, sidewalk could be constructed along the south side of Commercial Ave, however there are multiple commercial drives that are not very well delineated from the large amount of pavement present.
 - *It was noted that St Julians may not agree to the temporary closure of the angled parking.*

- *There was a discussion on benefits / challenges for constructing the sidewalk along the south side of Commercial Ave.*
- Estimate for constructing sidewalk along the route is approximately \$60,500
- *The Village asked if the sidewalk work for the detour would be covered by MDOT, it was noted that it may be, but would need to be confirmed.*

OTHER DISCUSSION ITEMS

- *The Village noted a concern for traffic to use Industrial Ave to avoid a backup at Commercial. There was discussion on closing this to through traffic as part of the MOT plans, MDOT suggested this could be monitored in construction and closed if needed at that time.*
- *The Village asked if the contractor performing the watermain work could be directly hired by MDOT to complete the Phase 4 work. MDOT noted they would have to be on the low bid team and could not be directly procured.*
- *It was discussed that the Village would take this information to the Village Manager for input. In addition, they will discuss with the St Julians regarding the temporary parking restriction. It was decided that the Village would follow up in 2 weeks on these items.*
- *MDOT noted they would continue having additional discussions with the design team regarding work coordination and staging.*
- *MDOT noted that Lounsbury Excavating is MDOT prequalified and can bid on the work.*



FINAL ROW PLAN REVISIONS		SUBMITTAL DATE		DESCRIPTION	
NO	DATE	AUTH	NO	DATE	DESCRIPTION

FILE D:\201803_Sidewalk_Detour_Sheet.dgn	TSC: KALAMAZOO	DATE: 05/10/24	DESIGN UNIT: FEEDERS	CS: 80072	M-40 SIDEWALK DETOUR
JIN: 204883		DRAWING SHEET			
MICHIGAN DEPARTMENT OF TRANSPORTATION		M-40 SECT			



Colliers Engineering & Design

Scale: 1" = 100' (Horizontal)

PAW PAW POLICE DEPARTMENT #113
 PAW PAW PUBLIC SERVICES DEPARTMENT
 BURGESS COFFEE #1400
 WARNER UNIFORMS #1251
 M-40 NON-LEGAL ALI
 ST. JULIAN WINSTON LEGAL TUBERY #1710

EGL E Access Agreement

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Access agreement with EGLE
Date: September 20, 2024

Background

The State of Michigan Department of Environment, Great Lakes and Energy (EGLE) is requesting access to certain public property and infrastructure to perform a storm sewer rehabilitation project. The purpose of the project is to protect the Paw Paw River from contaminated groundwater that is infiltrating the storm sewer system from the former Paw Paw Plating brownfield site.

The storm sewer system is designed to collect surface water from streets, parking lots and other impermeable surfaces and direct it to predetermined drainage locations so that it does not collect and cause flooding. However, groundwater is finding its way into the storm system through holes and cracks that exist due to age or root growth. This contaminated water is then delivered directly to the river. EGLE is proposing to replace some storm sewer that is badly damaged, and in other cases clean the storm sewer and install a lining that would prevent this infiltration. Please refer to the map attached to the agreement.

The project will not only protect the river, it will also improve the storm sewer function in these areas. It is an approximately \$1.4 million project. Originally, EGLE had intended to do the work this coming spring, but the chosen contractor has room in their schedule now and would like to proceed. EGLE is asking the Village to approve the attached access agreement giving them permission to perform work in our public Right-of-Way and to our storm sewer infrastructure, so that the project can commence yet this year.

(Continued on next page)

Recommendation

Authorize execution of the agreement giving EGLE access to the necessary locations and infrastructure to complete the proposed storm sewer rehabilitation.

Document Path: X:\Projects\2069\041\628008 Paw_Paw_Plating\Maps_and_Figures\GIS\APRX\PPP_2024-06_LocationMap.aprx

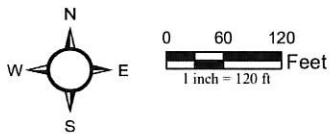


Figure 3
Storm Sewers
Former Paw Paw Plating
 139 Commercial Street
 Paw Paw, MI 49079

Michigan Department of Environment, Great Lakes, and Energy



PART 201 CONSENT TO ENTER PRIVATE PROPERTY FORM

Location Information for source property (as found in RIDE)

Location Name: Paw Paw Plating	Location ID: 80000048
-----------------------------------	--------------------------

Signer information (sufficient to identify who is signing the CTE, their relationship to the property, and how to contact them).

Name of Individual Signing this Document:	<input type="checkbox"/> Signer is the/an owner of the property <input type="checkbox"/> Signer is an authorized representative of the owner.	
Title:	Business Name: Village of Paw Paw	
Mailing Address: PO Box 179		
City: Paw Paw	State: MI	Zip: 49079
Telephone Number:	Email:	

Information on the Property being accessed:

Owner Name: Village of Paw Paw	Assessor's Property Tax ID Number: Various Rights of Way, Village of Paw Paw – see attached map	
Street Address: 111 East Michigan Avenue		
City: Paw Paw	State: MI	Zip: 49079
Other: PO Box 179		

I, _____ owner of (or representative authorized by the owner to grant access to) the property described in Attachment A (Property), having been informed of the request by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to conduct response activities on the Property, hereby voluntarily permit and authorize EGLE, its employees, contractors, or authorized representatives to enter, and if necessary re-enter, the Property to undertake response activities to line the storm sewer near the Property. These activities include but are not limited to:

- *Dewatering activities including installing wells and then capturing, treatment, and discharge of water.*
- *Adjustment of manholes/catch basins to grade, if necessary.*
- *Conduct spot repair to manholes/catch basins and the storm sewer. This item includes grouting hole and repair of joints and fractures.*
- *Replace manhole/catch basin if unable to repair.*

- *Open/cut and replace storm sewer if unable to repair.*
- *Line the storm sewer and manholes/catch basins.*
- *Conduct inspections of finalized work, including televising and collecting water samples from the storm sewer outfall and manholes/catch basins.*
- *Characterization and disposal of sediment/debris generated during the work.*
- *Restoration of site including saw cut pavement, aggregate base, asphalt paving, grading of all disturbed areas, reseeding, general surface restoration, surface repairs (e.g., sidewalks, pavement, shoulders, curbs and gutters, etc.) All site restoration shall be performed in accordance with MDOT Standards and/or local standards, whichever is most strict.*
- *This authorization also permit photography and videography of work being conducted.*

I understand that EGLE has the authority pursuant to Section 20117 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to enter public or private property at all reasonable times for purposes that include, but are not limited to, investigating the existence, origin, nature, or extent of a release or threatened release of a hazardous substance into the environment.

The due care provisions in Section 20107a(1) of the NREPA, in part provide that a person who owns or operates Property that he or she has knowledge is a facility shall provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the facility, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response activity at the facility. I understand that the access granted herein covers a portion of the due care obligations that I, as an owner (or representative authorized by the owner to act on his or her behalf for this access) have pursuant to Section 20107a(1) of the NREPA.

I understand that I am entitled to accompany EGLE, its employees, contractors, or authorized representatives during these activities; to participate in the collection of any split samples taken as part of these activities; and, if I so request, to receive a copy of any sample analysis results, photographs, or video taken as part of these activities.

I agree and understand that all information collected by EGLE is subject to disclosure under the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

I agree to comply with the requirements of any EGLE health and safety plan while on the Property during these sampling activities.

I agree that the duration of this entry authorization shall be of such reasonable length to enable EGLE, its employees, contractors, or authorized representatives to satisfactorily complete the activities described above. If I choose to revoke this entry authorization, I agree that I will provide a revocation of entry in writing to Mr. David Harn, Jr., Field Manager, Kalamazoo District Office, Remediation and Redevelopment Division, EGLE, 7953 Adobe Road, Kalamazoo, Michigan 49009, at least thirty (30) days prior to the effective date of the revocation of entry authorization. I agree that the duration of this

entry authorization shall continue until either I revoke it, or the activities described above are completed. I also agree that as long as this entry authorization remains in force, I will not interfere with, interrupt, change, or otherwise disturb any systems or equipment installed or utilized by EGLE, its employees, contractors, or authorized representatives.

Upon completion of the response activities performed pursuant to this Part 201 Consent to Enter Private Property Form, EGLE will undertake reasonable efforts to restore the Property to the conditions that existed at the time this access was granted including any property, vegetation, and structures damaged by EGLE. EGLE will properly abandon any monitor wells installed by EGLE or its contactors on the Property within a reasonable time following completion of the other response activities to be performed. I understand that EGLE contractors are required through their contract with the State of Michigan to carry certain insurance coverages with respect to their activities.

This voluntary written permission is granted to EGLE by:

Signature of Property Owner or Authorized Representative

Date

Village of Paw Paw

Attachment A

Description of the Locations

Various Rights-of-Way, Village of Paw Paw – Lilac Street, Lake Boulevard (East and West), the four grassy medians bounded by Lake Boulevard (East and West), Tulip Street, Lily Street, Hinkley Street, Commercial Avenue, Factory Street, Industrial Avenue, South Gremps Street (from the East Branch of the Paw Paw River to the former railroad crossing)

Attachment B
Storm Sewer Figure

**Approve \$5 Utility credit for
Christmas light contest
participants**

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: \$5 utility credit for Christmas Lights contest entrants
Date: September 20, 2024

Background

As Village Councilmembers likely remember, former Councilmember Wayne Wilhelmi recently requested that the Village reinstate a \$5 utility credit for residents who participate in the annual Christmas lighting contest. The purpose would be to commemorate the 25th anniversary of the contest, and to encourage participation. The intention is for the credit to be in place for this year's contest only.

Recommendation

Authorize a \$5 utility credit for those residents who participate in this year's Christmas lights contest.

Non-Action / Workshop Items

Distribution of Audit
(documentation to be distributed at
Council meeting)

Collection Services

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Collections services proposal
Date: September 20, 2024

Background

As Village Council members may know, unpaid utility bills are eventually attached to property tax bills to ensure eventual collection of the amount owed. In the case of rental properties, this means that unpaid utility bills sometimes become the responsibility of the property owner rather than the tenant.

State law allows municipalities to recover utility payments in this manner, and certain financial arrangements (such as bond issuances or loans), may require it. However, it also can create a dynamic where the tenant can 'walk away' from an unpaid bill without any consequences, as the collection effort is focused on the landlord.

A local landlord asked me to consider whether the Village could employ a collections service to help defray the expense levied against the landlord for the tenant's unpaid bills, and to help ensure there is some negative credit effect to the tenant. It could also help forewarn a future landlord of the tenant's past failure to pay their utility bills if they perform a credit check.

Assistant Manager Hellwege contacted several collections agents operating in this area to determine their interest in performing this service. He identified Velo Law Office in Grand Rapids. Velo would work on a contingent basis, retaining 25% of the amount owed for a successful collection effort that does not require litigation, and 40% of the amount owed for a successful collection effort that does required litigation. They would also be authorized to settle any collection claim for 70% of the amount owed.

The Village would continue to attach unpaid utility bills to property tax bills as is current practice. However, if a collection attempt is successful, the Village could apply the amount recovered to the utility bill and refund the landlord that amount. This way the Village would continue to be 'made whole' on these unpaid bills, but the expense could be allocated more equitably between the landlord and tenant, as well as creating a potential future deterrent to the tenant in the form of a negative credit item on their credit report.

I would like to note that this would only apply to landlord-tenant situations, and not those circumstances in which a property owner themselves has an unpaid bill. Furthermore, this would be a relatively uncommon occurrence, because most unpaid bills are quite small, usually less than \$100. In reviewing the past 3 years of unpaid utility bills later attached to property tax bills, there were only a handful that would meet these criteria. Even so, as there appears to be no risk to the Village, I think it is worth considering as a service to our landlord community.

Recommendation

Consider retaining collections services for unpaid tenant utility bills in excess of \$100.

1750 LEONARD STREET, NE
GRAND RAPIDS, MICHIGAN 49505



Phone: (616) 333-0707
Fax: (616) 333-0708

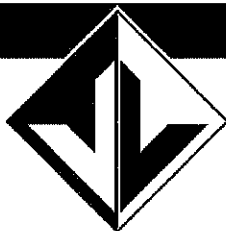
VELO LAW OFFICE
CREDITORS' RIGHTS

INFO@VELO.LAW
WWW.VELO.LAW

New Client Form

Legal Entity Name (as registered with the state):		
Assumed/Trade Name(s):		
Contact Name:		
Mailing Address:		
Mailing City:	Mailing State:	Mailing Zip:
Phone Number:		
Fax Number:		
Email Address:		
Website:		
Federal Tax ID No.:		
Type of Business:		
Miscellaneous Notes:		
How did you hear about us: <input type="checkbox"/> Conference <input type="checkbox"/> Mailing <input type="checkbox"/> Office Signage <input type="checkbox"/> Web Search <input type="checkbox"/> Trade Association <input type="checkbox"/> Referral, From: _____ <input type="checkbox"/> Other: _____		
Special Restrictions:		

1750 LEONARD STREET, NE
GRAND RAPIDS, MICHIGAN 49505



Phone: (616) 333-0707
Fax: (616) 333-0708

ATTORNEYS ADMITTED IN:
MI, MT, IN, & OH

**VELO LAW OFFICE
CREDITORS' RIGHTS**

INFO@VELO.LAW
WWW.VELO.LAW

REPRESENTATION AGREEMENT

THIS AGREEMENT is made between:

_____ and **VELO LAW OFFICE**
(Client) (Attorney)

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions contained in this Agreement and for such other goods and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, Client and Attorney agree as follows:

I. DEFINITIONS

- 1.1 **Attorney.** The term Attorney refers to, individual attorneys, the attorney law firm and its agents, representatives, and employees. The Attorney reserves the right to assign work to paralegals and employees within the firm and other attorneys.
- 1.2 **Client.** The Client is a creditor who desires to employ the Attorney to pursue a cause of action to assist with the rectification of a claim against a consumer/debtor.

II. ATTORNEY REPRESENTATIONS & RESPONSIBILITIES

- 2.1 **Relationship.** The relationship between Client and Attorney shall be that of independent contractor. Under no circumstance is the relationship among the aforementioned to be construed as that of principal/agent, master/servant, employer/employee, joint venture, partner, or any other similar relationship.
- 2.2 **Confidentiality.** Attorney understands and agrees that all accounts, records, documents, and claim information provided are proprietary and highly confidential information. Attorney agrees to not directly disclose, publish, cause to be disclosed or published, or use such information for the benefit of any third party or itself.
- 2.3 **Compliance With Law.** In performing the services set forth in this Agreement, Attorney shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15 USC § 1692, et seq. ("FDCPA"). The firm shall conduct its practice of law in compliance with the laws and court rules of the state in which it maintains its practice of law.
- 2.4 **Indemnification.** Attorney shall be liable to and shall indemnify and hold Client, its officers, directors, and employees harmless from and against any losses, arising out of, connected with, or resulting from any breach by Attorney of its obligations or representations.
- 2.5 **Maintenance of Records.** Attorney is responsible for maintaining all records for no less than three (3) years from the close of the account. Such records will be maintained electronically.
- 2.6 **Endorsement of Checks.** Attorney is hereby authorized to endorse checks payable to the Client solely for the purpose of depositing said checks into Attorney's trust account.
- 2.7 **Remittances.** Attorney shall provide monthly remittance reports itemizing all payments received and costs expended during the prior month.
- 2.8 **Status Reports.** Attorney agrees to a reasonable annual audit by providing a batch-report to the Client within 18 days after written request from Client.
- 2.9 **Results.** Attorney cannot guarantee the outcome or results of Client's matters.

III. CLIENT REPRESENTATIONS & RESPONSIBILITIES

- 3.1 **Participation.** Client has an affirmative duty to cooperate, provide proper documentation, secure the availability of a witness when necessary, and attend any court hearings when requested by Attorney or the Court.
- 3.2 **Validity of Debt.** Client affirms that the claim represents a legal and valid debt of the claim holder.
- 3.3 **Amount Due.** Client shall represent to Attorney that the amount alleged due at the time the claim is assigned to Attorney for collection is true and correct.
- 3.4 **Litigation.** Client authorizes the Attorney to represent the Client, file suit, and pursue any action the Attorney deems necessary in the pursuit of Client's claim.

- 3.5 Right to Sue. Client represents that it is unaware of any circumstances with respect to the claim that would render the claim not subject to legal process.
- 3.6 Interest & Fees. Client shall not place an account with Attorney which contains a claim for interest or fees (including attorney, collections, and invoice fees) if such claim was not agreed to by the consumer *in writing* AND *prior to* the services being rendered or the goods being provided.

Initial

- 3.7 Indemnification. Client shall be liable to and shall indemnify and hold Attorney, its officers, directors, and employees harmless from and against any losses, arising out of, connected with, or resulting from any breach by Client of its obligations or representations.
- 3.8 Bankruptcy. Client shall promptly notify Attorney upon notification of a bankruptcy by a debtor.
- 3.9 Direct Payments. To maintain financial accuracy of an account balance, Client is required to report to Attorney any payments made directly to Client within two (2) business days.
- 3.10 Maintenance of Balance Due. As additional court costs, interest, payments, and attorney's fees may accrue during the life of an account, Client is expected to verify with Attorney the most up-to-date balance before any negotiations with a consumer are accepted.
- 3.11 Remittances. All invoices are payable by Client within 25 days from issue.

IV. GENERAL PROVISIONS

- 4.1 Counterclaim/Appeals. Any Counterclaim, Crossclaim, or Appeal that is filed relating to any lawsuit filed by Attorney on behalf of Client is considered a separate legal action and is not part of this Representation Agreement and would require a separate agreement.
- 4.2 Master Agreement. This Agreement is considered a master agreement for a series of claims to be placed by the Client. If no other agreements are entered into, this document will be considered a master agreement covering any and all of the claims the Client places with the Attorney until the end of the relationship or until a new agreement is entered.
- 4.3 Entire Agreement. This Agreement contains the entire agreement between Client and Attorney as to claims placed. No representations, promises, or conditions that are not incorporated herein shall be binding upon either party. This Agreement supersedes all prior understandings, agreements, or arrangements between the parties.
- 4.4 Modifications. No modifications or amendments to this Agreement shall be binding unless made in writing and signed by both parties.
- 4.5 Service Agreement. Pricing and services to be provided will be determined in a separate Service Agreement.

CLIENT: _____

ATTORNEY: **VELO LAW OFFICE** _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



VELO LAW OFFICE

1750 LEONARD STREET, NE
GRAND RAPIDS, MICHIGAN 49505
p. (616) 333-0707 • f. (616) 333-0708
WWW.VELO.LAW • INFO@VELO.LAW

REPRESENTATION & FEE AGREEMENT

General Collections

GENERAL PROVISIONS:

This Agreement is made between:

- a. _____ (Client),
- and*
- b. **VELO LAW OFFICE** (Attorney), &
Velo Credit Services, LLC (Agency).

The term *Attorney* refers to the individual attorney, the attorney's law firm and its agents, representatives, and employees. The Attorney reserves the right to assign work to paralegals within the firm and/or other attorneys.

The Client desires to employ the Attorney with Agency to pursue causes of action and take steps to collect on accounts against any party who may be responsible for payment and take steps to have certain tenants removed from properties to which Client is entitled.

Any Counterclaim, Crossclaim, or Appeal that is filed relating to any lawsuit is considered a separate legal action and is not part of this fee Agreement and would require a separate agreement.

This Agreement is considered a master agreement for a series of claims to be placed by the Client. If no other agreements are entered into, this document will be considered a master agreement covering any and all of the claims the Client places with the Attorney and Agency until the end of the relationship or until a new agreement is entered.

Client has an affirmative duty to cooperate, provide proper documentation, secure the availability of a witness when necessary, and attend any court hearings when requested by Attorney or the Court.

This Agreement is fully integrated and can only be modified in writing by the consent of Client and Attorney.

The Client shall represent to Attorney that the claim alleged at the time the account is assigned to Attorney is true and correct and that Client believes in good faith that it has a valid claim against the adverse party.

The Client shall not place an account with Attorney that contains a claim for interest or fees (including attorney, collections, and invoice fees) if it was not agreed to by the consumer, *in writing AND prior to*, the services being rendered or the goods being provided.

Client authorizes the Attorney to represent the Client, file suit, and pursue any action the Attorney deems necessary in the pursuit of that suit, the collection of the account, or possession of property.

If the Attorney is charged for any sanctions or costs that are assessed solely because of the Attorney's conduct and result from the Attorney's own actions, Client shall not be responsible for payment. If the Attorney is charged for any sanctions or costs that are assessed solely because of the Client's conduct and result from the Client's own actions or lack of actions, Client shall be responsible for payment.

Attorney shall be responsible for performing all legal and collections research relating to an account including all skip tracing.

Attorney agrees to a reasonable audit by providing reports or submitting files to the Client upon reasonable notice at a reasonable time and location. Attorney agrees to provide annual batch-reporting to the Client. The contents of these reports will be negotiated at that time. Attorney agrees to maintain up-to-date records, compute current

interest, both pre and post judgment, and to provide prompt monthly remittances of payments received. Upon reasonable annual request from Client, Attorney shall provide a brief update to Client relating to the status of the account.

It is further agreed that Attorney is entitled to, and this Agreement shall constitute, a lien on any settlement amounts, Judgments, or any other collection towards said claims described herein for Attorney's fee compensation and for costs advanced by Agency on behalf of Client in the pursuit of said claims.

COLLECTIONS:

As compensation for the collection services that the Attorney renders, Client assigns to the Attorney the following amount of principal recovered:

- 25.00 % pre-litigation,
- 40.00 % post-litigation,

together with all costs, attorney's fees, and interest recovered, whether they are recovered by compromise, settlement, appeal, or otherwise.

All ordinary costs for pursuing the lawsuit, including filing fees, service fees, any judgment or motion fees, deposition fees, mediation fees, and the like shall be the responsibility of Agency.

All payments after the date of placement shall be subject to the Attorney's fee. If Client receives any direct payments, Client shall report those payments to the Attorney, in writing, within 7 days. Attorney shall invoice the Client for said payments on the next Remittance. Client shall also direct the consumer to make all future payments directly to Attorney.

Attorney shall have the automatic authority to settle any debt for 70 % of the principal balance owed.

Upon receipt of consumer account payment, Attorney shall apply payment(s) in the following order: *First: Costs > Second: Court Assessed Fees > Third: Principal > Fourth: Interest.*

Attorney shall report, if the law allows, the outstanding balance of consumer's account(s), on behalf of Client, to the credit bureau(s) no sooner than 60 days after placement.

CLIENT: _____

Signature: _____
Name: _____
Title: _____
Date: _____

ATTORNEY: VELO LAW OFFICE
Agency: Velo Credit Services LLC

Signature: _____
Name: Scott A. Renner
Title: Attorney / President
Date: _____

Manager & Departmental Reports

Village of Paw Paw MICHIGAN

Memorandum

To: Village Council
From: Bryan Myrkle, Village Manager
Re: Village Manager Report for September 23, 2024

Updates & Reports

Homeless response -- The Village is receiving an increasing number of complaints regarding the homeless population in the community. While local resources to help the homeless are very limited and being homeless in and of itself is not a crime, the Village does have a responsibility to protect the safety of our residents and address criminal activity when it occurs. Some of the conversations we have had with residents and business owners lately have been frustrating, in that some of their expectations of what can be done are not well-informed.

I intend to work with Police Chief Rottman and other local officials to create a basic informational handout that can be given to residents and business owners who contact the Village with this concern. I want people concerned about homeless activity in their neighborhoods to understand who they can reach out to for assistance and what they can expect when they do call. It might also be helpful for people to understand what efforts are being made throughout the region to address this issue, and what resources are available outside Paw Paw.

To be sure, issues associated with trespassing, property theft or destruction, public intoxication, threatening behavior or violence can be directly addressed, and the Village will continue to do so.

Email Changeover – IT services provider VC3 will be starting the changeover from Microsoft WebEnable to Microsoft 365 for all Village users beginning Monday, September 23. The Village will be completely without email access for approximately 2 hours that evening, and all users will need to work with an IT tech to reconfigure their email. This process is expected to take approximately 2 days.

PILOT Approval – The Village completed its portion of the paperwork for the PILOTs approved at the last meeting. We have been informed that these PILOTS have been approved by MSHDA and are adequate to qualify they property owner for an application to the Low Income House Tax Credit program.

Training Available – Please see the attached announcement of the availability of training for local government officials here in Van Buren County. This training is made available through the MSU Extension office. If any of you are interested in attending, please let me know.

GOVERNING ESSENTIALS VAN BUREN COUNTY



DESCRIPTION:

In January, many Michiganders will be starting their terms as elected or appointed officials in our local units of government. To help prepare local officials for their service, MSU Extension is bringing the popular Governing Essentials program to Van Buren County.

Governing Essentials is a program designed for local elected and appointed officials that are looking to sharpen their skills and promote good governance practices. The program aims to cultivate a basic understanding of transparent, efficient, and impactful governance practices across three topics:

- Navigating the Open Meetings Act
- Mastering Parliamentary Procedure with Robert's Rules of Order
- The Components of Extraordinary Governance

By attending this program, individuals involved in governance will acquire the tools needed to navigate complexities, foster transparency, and effect positive change.

Light refreshments will be provided, and all registrants will receive copies of the program materials and access to recorded versions of the program.

REGISTRATION:

<https://events.anr.msu.edu/2024VBGovEss/>

Find more MSU Extension local government programs at:
https://www.canr.msu.edu/van_buren/government-and-community

DATE:

Saturday, December 14th

TIME:

9:00 am – 12:30 pm

COST:

\$20

LOCATION:

MSU Extension – Van Buren County

57418 CR 681, Suite A

Hartford, MI 49057

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