

**VILLAGE OF MATTAWAN  
REGULAR COUNCIL MEETING**

**AUGUST 25, 2025**

**AGENDA**

1. CALL TO ORDER @ 7:00 PM
2. PLEDGE OF ALLEGIANCE.
3. ATTENDANCE:
4. WELCOME TO PUBLIC
5. ANNOUNCEMENT OF MEETING BEING RECORDED
6. ELECTION OF OFFICERS
  - I. President
    - a. Call for nominations Pro Tem Begeman
    - b. Acceptance of nominations from nominees
    - c. Voice vote on nominees in order of nomination
    - d. Declaration that nominee is elected
  - II. President Pro Tem – If Pro Tem elected President
    - a. Call for nominations from President
    - b. Acceptance of nominations from nominees
    - c. Voice vote on nominees in order of nomination
    - d. Declaration that nominee is elected
  - III. Treasurer – If Treasurer elected President
    - a. Call for nominations from President
    - b. Acceptance of nominations from nominees
    - c. Voice vote on nominees in order of nomination
    - d. Declaration that nominee is elected
7. ADDITIONS TO AGENDA
8. APPROVAL OF THE AGENDA
9. APPROVAL OF THE MINUTES FROM COUNCIL MEETING AND ZBA OF AUGUST 11, 2025
10. BILLS TO BE APPROVED IN THE AMOUNT OF \$ 57,807.26
11. LIMITED PUBLIC COMMENT ON ANY AGENDA ITEM

12. BOARD AND COMMITTEE REPORTS

- A. FINANCE COMMITTEE – CHAIR STUUT  
*No meeting, no report*
- B. COMMUNICATIONS COMMITTEE – CHAIR STREETER  
*No meeting, no report*
- C. DPW COMMITTEE – CHAIR MCLEAN  
*No meeting, no report*
- D. LAW ENFORCEMENT COMMITTEE – CHAIR COLE  
*No meeting, no report*
- E. PARKS & RECREATION COMMITTEE – CHAIR GURLEY  
*No meeting, no report*
- F. POLICY & PERSONNEL COMMITTEE – CHAIR BEGEMAN  
*No meeting, no report*
- G. ZONING AND ORDINANCE COMMITTEE – CHAIR DANIEL  
*No meeting, no report*
- H. PLANNING COMMISSION LIAISON REPORT – LIAISON STUUT  
*Meeting 8/20/2025*
- I. DDA COMMITTEE – CHAIR ROB BROOKS  
*Meeting 8/19/2025*
- J. KATS – MANAGER MCGREW  
*No Meeting, no report*

13. STAFF REPORTS

- A. POLICE DEPARTMENT REPORT – *Chief Mansfield*
- B. CLERK’S REPORT – *Clerk Storm-Artis*
- C. ENGINEER’S REPORT – *Engineer Woodhams*
- D. ATTORNEY’S REPORT – *Attorney Graham*

14. OLD BUSINESS

- A. MANAGER MCGREW CONTINUING AS BUILDING OFFICIAL AND BUILDING INSPECTOR
- B. MANAGER MCGREW 2.5% PAY INCREASE – *Manager McGrew*
- C. UPDATED CARPET BIDS – *Manager McGrew*
  - Wenke Flooring \$18,299.45
  - Home Improvement Supply \$18,011.00
  - West Michigan Carpet \$18,000.00

- D. MANDATORY WATER CONNECTION COMPLIANCE UPDATE – *Manager McGrew*
- E. CLARIFICATION OF MOTION LANGUAGE FOR POLICE DEPARTMENT LATERAL INCENTIVE SIGN-ON BONUS – *Chief Mansfield*
- F. SECURITY CAMERA GRANT APPLICATION RESOLUTION THROUGH PAR PLAN – *Manager McGrew*

15. NEW BUSINESS

- A. SEND DEVELOPMENT/ REVIEW OF PARKS MASTER PLAN TO PARKS AND RECREATION COMMITTEE – *Clerk Storm-Artis*
- B. REVIEW APPLICATIONS FOR VACANT VILLAGE COUNCIL SEAT
- C. COMMITTEE, DDA AND PLANNING COMMISSION ASSIGNMENT REVIEW
- D. VILLAGE OFFICE BUILDING FASCIA - *Manager McGrew*
- E. MERS RETIREMENT CHANGES AND UPDATES TO EMPLOYEE HANDBOOK – *Clerk Storm-Artis*
- F. MICHIGAN CERTIFIED PUBLIC MANAGER PROGRAM – *Manager McGrew*
- G. SILVERGRASS PHASE 3 METERS – *Superintendent Anthony*
- H. PURCHASE OF NEW POLICE DEPARTMENT SERVER – *Chief Mansfield*
- I. RENEWAL OF FRANCHISE AGREEMENT DIRECTV AND PUBLICATION OF NOTICE ON FILE – *Clerk Storm-Artis*
- J. PURCHASE OF NATIVITY MANGER FOR \$1,495.00 OUT OF PARKS CAPITAL OUTLAY – *Manager McGrew*
- K. COUNCIL MEMBERS AND VILLAGE EMPLOYEES WALKING WITH DPW VEHICLES IN HOMECOMING PARADE AND HANDING OUT SWAG – *Manager McGrew*
- L. SILVERGRASS LIFT STATION FLYGT PUMP REPAIR – *Superintendent Anthony*

16. COMMUNICATIONS

Introduction to Municipal and E-Mail Record Retention  
Active Shooter Training August 28, 2025 at 1 PM  
Updated Employee Handbook

Discussion on Possible MML Parliamentary Procedure Training Dates  
Cancellation of Manager McGrew and Clerk Storm-Artis attending BS&A Conference  
Materials Management Working Groups

17. COMMENTS FROM VISITORS
18. COMMENTS FROM COUNCIL
19. ADJOURNMENT @

DRAFT



**VILLAGE OF MATTAWAN  
ZONING BOARD OF APPEALS**

**AUGUST 11, 2025**

**MINUTES**

1. CALL TO ORDER AT 7:00 P.M.
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE *Begeman, Gurley, McLean, Stuut*  
ABSENT: *Cole, Daniel, Streeter*  
OTHERS PRESENT: *Manager McGrew, Clerk Storm-Artis, Attorney Graham, Engineer Woodhams*
4. WELCOME TO THE PUBLIC
5. ANNOUNCEMENT OF MEETING BEING RECORDED
6. OPEN PUBLIC HEARING TO RECEIVE COMMENT ON A REQUEST  
APPLICATION SUBMITTED BY EDWARD AND FLORENCE KUCINICH TRUST  
FOR INCREASED BUILDING SIZE  
*Motion by Stuut, supported by McLean to open the public hearing. All members voted in favor. Motion carried.*
7. PUBLIC COMMENT

Clerk Storm-Artis stated there were two emails received in opposition to the project. These emails were printed and presented to the ZBA and would be included in the minutes for the meeting.

Tess Severson spoke in opposition to the request for a larger building.

Michael Kranak spoke in opposition to the request explaining that this request does not meet the hardship qualifications required by the variance ordinance and evaluation criteria. He spoke about the hardship and it being self caused due to the type of use they are pursuing and not a property related hardship. He also explained that it did not meet the standards for the Village General Business district due to the special use and district purpose. Further, he described the building and use does not meet the criteria for the Village General Buisness District. The building and use would not be able to comply with adverse traffic, safety, noise, late night hours and light, exit and entries near intersections, and pedestrian concerns. He encouraged the ZBA to deny the request.

Clerk Storm-Artis clarified where the rest of the project was for the traffic study and special use being tabled at the planning commission, and the rezoning to Village General Business District. She also stated that two letters were received from the public. These would be publically posted with the minutes for record of public comment.

Jacqueline Davis spoke in support of the request. She spoke about the age of the ordinance and the limitation of 1000 square feet not being sufficient for most businesses. She stated this would bring in revenue and the property will sell at some point so the traffic will be an issue, if not for this but for something else.

Jeff Lonchor of CESO spoke on behalf of the developer. He stated they were pursuing a variance and following the steps in the process. He also spoke about the ordinance regulations being old. He stated they would be completing the traffic study and that it is a viable project and encouraged the approval.

Attorney Graham asked for clarification on the building size.

Jeff Lonchor clarified the building would be about 3200 square feet, and breakdowns on estimated size of the different areas within the building.

Attorney Graham and Pro Tem Begeman asked for comparisons to other Casey's in Southwest Michigan and standard design.

Jeff Lonchor explained that this is a standard design, and Casey's has small, medium and larger designs, but the proposed building for the Village of Mattawan falls into the smallest category of sizes. This project is slightly smaller than the one in Watervliet. The volume and location near highways generally have larger building layouts. With the only standard building design being a kiosk style for inter-city urban areas.

Michael Kranack clarified that just because the ordinance may be outdated, the ZBA must enforce the ordinance as it currently exists. He further explained the variance shall only be granted if all the hardship measures are met. There is no language that states the age of the ordinance can be taken into consideration when evaluating the variance request. If the ordinance is outdated a language adjustment should be made through an ordinance amendment process, not through the variance process. He also talked about market conditions and oversaturation with four other similar locations for fuel and several other businesses that sell pizza and similar items.

Richard Overholt spoke against the project as a whole. He stated that there was no need for an additional gas station, and the history of the property being a farm. He spoke about the impact to the community and unneeded service. This is against the quaint community of the Village.

Steve Kucinich spoke about his personal history with the community and the farmland having 105 year history. He talked about the other development in the area, such as McGillens Crossing and other developing. They had turned down several requests for developing the farmland in the past, but they are the last area to be developed. He stated that there were other variances that were approved for other projects but there are questions on this variance. He spoke about the pizza sales for the gas station and expressed his support of the project.

8. CLOSE PUBLIC HEARING

***Motion by Stuut, supported by Gurley to close the public hearing. All members voted in favor.***

9. ADDITIONS TO THE AGENDA

*Motion by Stuut, supported by McLean to approve the agenda. All members voted in favor. Motion carried.*

10. APPROVAL OF THE AGENDA

11. OLD BUSINESS

12. NEW BUSINESS

A. DISCUSSION & DECISION ON VARIANCE REQUEST SUBMITTED BY EDWARD AND FLORENCE KUCINICH TRUST

Attorney Graham clarified the previous practice of ZBA voting on the variance request and recommended the council table the decision until at least 5 members would be present, but that was at the discretion of the ZBA.

*Motion by Stuut, supported by Gurley to table the discussion until August 25, 2025. All members voted in favor. Motion carried.*

13. PUBLIC COMMENT *None*

14. COMMENTS FROM VISITORS

Michael Kranack asked for clarification of what is required for approval.

Attorney Graham clarified the need for 5 votes for approval and the opportunity for all members of the ZBA to be present, and give the applicant fair voting circumstances.

Steve Kuchinich stated they had turned down other offers for a business that would be in competition with Wagoner's.

A question regarding the building on the parcel.

15. COMMENTS FROM MEMBERS *None*

16. ADJOURNMENT @ 7:34 PM

*Motion by Stuut, supported by Gurley to adjourn. All members voted in favor. Motion carried.*

## offices

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**From:**  
**Sent:** Monday, August 11, 2025 10:49 AM  
**To:** offices  
**Subject:** Public comment for Aug. 11 meeting

**CAUTION: This email originated from outside the Village of Mattawan. Maintain caution when opening external links/attachments**

Dear Members of the Village Council and Planning Commission,

I am writing to express my strong concern about the proposed Casey's gas station development at the corner of McGillen Avenue and Main Street, directly across from Wagoner's grocery store. I am unable to attend tonight's meeting, but I did want to have my voice heard on this matter.

This project appears to be in direct conflict with the direction our community is growing. With new residential neighborhoods being developed and more families choosing to settle here, Mattawan has an opportunity to encourage projects that reflect and reinforce its values: safety, family-centered spaces, and a vibrant small-town atmosphere. One of the main reasons people choose Mattawan over larger surrounding cities is its rural charm and small-town feel. The addition of another large, franchise-style gas station does not support or enhance that character. If anything, it detracts from the unique identity that makes this area so attractive to residents. A Casey's may be convenient to the landowners of the estate, but it does not contribute to the sense of place, connection, or community that defines Mattawan.

We already have two well-established gas stations, Shell and Speedway, located nearby, both fully capable of meeting the town's fueling needs. The Speedway was recently remodeled, yet its attached restaurant remains unused, clearly indicating that current demand is already being met. Adding a third gas station will not create new value; it will simply add redundancy, increase traffic congestion, and take up valuable land that could be used for something more beneficial. I have many environmental concerns about having so many gas stations in such a small radius.

The stations we already have to service this area:

1. Speedway – 24118 Cole Ave
2. Shell – 54312 N Main St

3. Citgo – 24039 Red Arrow Hwy

4. Marathon (Mattawan Party Store) – 24182 Red Arrow Hwy

According to data from the U.S. Census Bureau and NACS (National Association of Convenience Stores): National average: 1 gas station per 2,500 to 3,000 people. According to the latest census estimates, the population of Mattawan, MI (2024 estimate) is 2,700 residents.

Let's not also forget that we have Halftime located in the Historic district, offering another convenience store in town. We already have almost 4.5 times more gas stations per person than the national average; with the Casey's added, it would reach 5.5 times more than the national norm! The local demand does not appear to justify an additional gas station.

This level of fuel service saturation is very high for a town of this size, especially when considering:

- Two stations (Shell and Speedway) are recently updated and serve interstate traffic;
- One station includes a convenience store, restaurant, and fuel (Speedway);
- One station also serves dual purposes as a liquor/party store (Marathon)

The Mattawan Fire Department is located directly adjacent to the proposed site. It is difficult to understand how our emergency responders would be expected to safely conduct fire training exercises or manage daily operations with a gas station and fuel storage tanks next door. This presents a real and avoidable conflict between public safety needs and private development interests. Adding a fifth gas station in Mattawan would result in one station for every 540 people, a highly disproportionate number compared to both national trends and the size of the local population. This suggests that another gas station is not needed, and would likely cannibalize existing business while occupying land that could be used for much more community-beneficial development (parks, local shops, public spaces, etc.).

The intersection of McGillen Avenue and Main Street is already congested during school dismissal, business closing hours, and seasonal traffic spikes. A new gas station would only worsen the existing problems at this high-traffic intersection, making it more dangerous and less

accessible for residents, emergency vehicles, and local businesses. I have many concerns about the impact on half days of school, where many of the kids walk into town to go to Happy Days, Subway, and Pizza Hut. Development of that area would be amazing for family-friendly businesses, park development, or anything where the hundreds of new families who have moved into town have walkable places to go. This is not the type of development the residents want or need.

If you look just a few miles away to Texas Corners, you will see the kind of development that serves both residents and the economy. They have invested in a farmers market, splash pad, walkable retail, and locally owned restaurants. These are the types of investments that bring communities together, promote small business growth, and increase quality of life. Mattawan has the same potential. We just need to make the right choices now, before available land is gone.

This development is not just about adding another place to buy gas. It is about deciding what kind of town we want to become. Do we want to remain a family-friendly, small-town community with a clear identity and vibrant local spaces? Or do we want to give that up for short-term, corporate convenience?

I respectfully urge the Village Council and Planning Commission to reconsider the approval of this gas station and instead encourage development that supports Mattawan's long-term character, public safety, and community well-being. I am a local business owner in town in the historic district, and my business is serving families with children. In all of the discussions about this proposal, I have not heard a single positive remark from the public; on the contrary, people are upset that this is what is being proposed for our small town. We have Shell, Speedway, Citgo, and Marathon. We want the land developed for our town's needs, not just developed for the sake of someone making money on our town without consideration for those of us who actually live and work here.

I do not want my name attached to my comments publicly as I do not want my business negatively impacted by speaking out. I feel very passionately about this, however, and I hope that my comments are taken into consideration because I deeply value and care for the Mattawan community as a whole. I do want the family who is selling the land to succeed, but not at the expense of the rest of us.

Thank you for your time and consideration.

Sincerely,

## offices

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**From:** Kristin O'Leary  
**Sent:** Monday, August 11, 2025 1:02 PM  
**To:** offices  
**Subject:** Concern Regarding Approval of New Gas Station Development

**CAUTION: This email originated from outside the Village of Mattawan. Maintain caution when opening external links/attachments**

Dear Village of Mattawan Board,

I'm writing to share my concern and disappointment regarding the recent approval of a new gas station in our community. As a local resident, I feel strongly that this development does not align with the long-term interests of our neighborhood or the vision many of us share for a more vibrant, community-focused town.

We already have *\*two\** gas stations within a 3-mile radius, which more than adequately serve our current needs. Adding another not only feels redundant, but also threatens the character and potential of our local economy. Instead of duplicating infrastructure, I believe we should be focusing on encouraging small, locally-owned businesses—places that bring unique value, create local jobs, and foster a stronger sense of community.

Community planning should aim to build identity, encourage walkability, and support environmental responsibility. Unfortunately, another gas station does none of these things.

I respectfully urge you and the rest of the council to reconsider this direction and prioritize developments that genuinely serve and reflect the values of our community.

Thank you for your time and for your service to our town.

Sincerely,  
Kristin O'Leary  
Resident, Mattawan Graduate, and Mattawan Parent

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Best,  
Kristin

Kristin O'Leary

**VILLAGE OF MATTAWAN  
REGULAR COUNCIL MEETING**

**AUGUST 11, 2025**

**MINUTES**

1. CALL TO ORDER @ 7:34 PM
2. PLEDGE OF ALLEGIANCE.
3. ATTENDANCE: **Begeman, Gurley, McLean, Stuut**  
ABSENT: **Cole, Daniel, Streeter**  
OTHERS PRESENT: *Manager McGrew, Clerk Storm-Artis, Attorney Graham, Engineer Woodhams*  
Motion to excuse made later in the meeting.
4. WELCOME TO PUBLIC
5. ANNOUNCEMENT OF MEETING BEING RECORDED
6. ADDITIONS TO AGENDA *None*
7. APPROVAL OF THE AGENDA  
*Motion by McLean, supported by Stuut to approve the agenda as presented. All members voted in favor. Motion carried.*
8. APPROVAL OF THE MINUTES OF THE ZBA MEETING OF JULY 28, 2025  
*Motion by Stuut, supported by McLean to approve the minutes of the ZBA meeting of July 28, 2025. All members voted in favor. Motion carried.*
9. APPROVAL OF THE MINUTES OF JULY 28, 2025  
*Motion by Stuut, supported by McLean to approve the minutes of July 28, 2025. All members voted in favor.*
10. BILLS TO BE APPROVED IN THE AMOUNT OF \$ 325,888.70  
11,897.10  
Total \$ 337,785.80  
*Motion by Stuut, supported by Gurley to approve the bills in the amount of \$337,785.80. Roll Call vote taken. All members voted in favor. Motion carried.*
11. LIMITED PUBLIC COMMENT ON ANY AGENDA ITEM *None*
12. BOARD AND COMMITTEE REPORTS
  - A. FINANCE COMMITTEE – CHAIR STUUT  
*No meeting, no report*



- B. COMMUNICATIONS COMMITTEE – CHAIR STREETER  
*No meeting, no report*
- C. DPW COMMITTEE – CHAIR MCLEAN  
*No meeting, no report*
- D. LAW ENFORCEMENT COMMITTEE – CHAIR VACANT  
*No meeting, no report*
- E. PARKS & RECREATION COMMITTEE – CHAIR GURLEY  
*No meeting, no report*
- F. POLICY & PERSONNEL COMMITTEE – CHAIR BEGEMAN  
*No meeting, no report*
- G. ZONING AND ORDINANCE COMMITTEE – CHAIR DANIEL  
*No meeting, no report*
- H. PLANNING COMMISSION LIAISON REPORT – LIAISON STUUT  
*No meeting, no report*
- I. DDA COMMITTEE – CHAIR ROB BROOKS  
*No meeting, no report*
- J. KATS – MANAGER MCGREW  
*No meeting, no report*
- 13. STAFF REPORTS
  - A. DEPARTMENT OF PUBLIC WORKS – *Superintendent Anthony was not present. His report was included in the council packet.*
  - B. MANAGER’S REPORT – *Manager McGrew presented his report.*
  - C. ENGINEER’S REPORT - *Engineer Woodhams updated council on the status of the watermain, road projects, and safe route to schools.*
  - D. ATTORNEY’S REPORT – *Attorney Graham stated he did not have anything for council at this meeting.*
- 14. OLD BUSINESS     *None*
- 15. NEW BUSINESS
  - A. RESIGNATION OF MEMBER COLE AND ADVERTISEMENT OF COUNCIL VACANCY  
*Motion by Stuut, supported by McLean to accept member Cole’s resignation and advertise the council vacancy with an application due date of the next council meeting (August 25, 2025). All members voted in favor. Motion carried.*
  - B. MANAGER MCGREW 2.5% COST OF LIVING PAY INCREASE  
*Motion by Stuut, supported by Begeman to table this item until the next council meeting on August 25, 2025. All members voted in favor. Motion carried.*

16. COMMUNICATIONS

Revenue and Expense Report  
Introduction to Municipal and E-Mail Record Retention  
Active Shooter Training August 28, 2025 at 1 PM  
Updated Employee Handbook  
Discussion on Possible MML Parliamentary Procedure Training Dates  
MERS Changes beginning January 1, 2026 and Spring 2025 (no enactment date yet)

***Motion by Stuut, supported by Gurley to excuse members Cole, Daniel, and Streeter. All members voted in favor. Motion carried.***

17. COMMENTS FROM VISITORS

Terese Mumberg spoke in opposition to the proposed gas station.

Richard Overholt spoke in opposition to the proposed gas station and about the intersection of Front Ave. and Main St.

18. COMMENTS FROM COUNCIL

Member McLean talked about the new tree in the park, the gazebo/stage and park improvements.

19. ADJOURNMENT @ 8:04 PM

***Motion by Stuut, supported by Gurley to adjourn. All members voted in favor. Motion carried.***

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025 AP Trx #: 28927	AP	Amazon Capital Services Community Promotions Vnd: 1612 Invoice: 1KVT-XHR7-NCN7 Expected Check Run: 08/25/2025	Invoice: 1KVT-XHR7-NCN7 Ref#: 17770 (Back to School Donations- Community 101-301-95500 101-000-20200	405.68	405.68
08/20/2025 AP Trx #: 28928	AP	Amazon Capital Services Operating Supplies & Expense Vnd: 1612 Invoice: 1G6L-K7WD-3671 Expected Check Run: 08/25/2025	Invoice: 1G6L-K7WD-3671 Ref#: 17771 (Paper Rolls) 101-301-72600 101-000-20200	75.00	75.00
08/20/2025 AP Trx #: 28929	AP	Amazon Capital Services Equipment Repairs & Maint. Vnd: 1612 Invoice: 1WXG-GVR9-3LQJ Expected Check Run: 08/25/2025	Invoice: 1WXG-GVR9-3LQJ Ref#: 17772 (Wall mount Bracket) 101-301-77800 101-000-20200	22.78	22.78
08/20/2025 AP Trx #: 28930	AP	Amazon Capital Services Capital Outlay Vnd: 1612 Invoice: 1CM7-KVGN-K3DJ Expected Check Run: 08/25/2025	Invoice: 1CM7-KVGN-K3DJ Ref#: 17773 (Parking only sign) 101-301-97000 101-000-20200	34.35	34.35
08/21/2025 AP Trx #: 28931	AP	Certified Laboratories Supplies Vnd: 1703 Invoice: 9268533 Expected Check Run: 08/25/2025	Invoice: 9268533 Ref#: 17786 (Premalube, Aerosol, Wipes) 661-891-72600 661-000-20200	971.40	971.40
08/20/2025 AP Trx #: 28932	AP	CINTAS Contractual Services Uniform allowance Uniform allowance Vnd: 1226 Invoice: 4239977344 Vnd: 1226 Invoice: 4239977344 Vnd: 1226 Invoice: 4239977344 Expected Check Run: 08/25/2025	Invoice: 4239977344 Ref#: 17774 (Mats/pants 8/13/25) 101-265-81800 590-552-76800 591-552-76800 101-000-20200 590-000-20200 591-000-20200	182.88 35.44 35.44	182.88 35.44 35.44
		Expected Check Run: 08/25/2025		253.76	253.76

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	CINTAS	Invoice: 424076109 Ref#: 17775 (Mats/Pants 8/20/25)		
AP Trx #: 28933		Contractual Services	101-265-81800	182.88	
		Uniform allowance	590-552-76800	35.44	
		Uniform allowance	591-552-76800	35.44	
		Vnd: 1226 Invoice: 424076109	101-000-20200		182.88
		Vnd: 1226 Invoice: 424076109	590-000-20200		35.44
		Vnd: 1226 Invoice: 424076109	591-000-20200		35.44
		Expected Check Run: 08/25/2025			
				253.76	253.76
08/21/2025	AP	Clothes Basket	Invoice: 24673 Ref#: 17796 (MPD uniform cleaning 7/1/25-7/31/25)		
AP Trx #: 28934		Operating Supplies & Expense	101-301-72600	125.00	
		Vnd: 0072 Invoice: 24673	101-000-20200		125.00
		Expected Check Run: 08/25/2025			
				125.00	125.00
06/30/2025	AP	Clothes Basket	Invoice: 24503 Ref#: 17797 (MPD uniform cleaning 3/1/25-3/31/25)		
AP Trx #: 28935		Operating Supplies & Expense	101-301-72600	162.50	
		Vnd: 0072 Invoice: 24503	101-000-20200		162.50
		Expected Check Run: 08/25/2025			
				162.50	162.50
06/30/2025	AP	Clothes Basket	Invoice: 24514 Ref#: 17798 (MPD Uniform cleaning 4/1/25-4/30/25)		
AP Trx #: 28936		Operating Supplies & Expense	101-301-72600	250.00	
		Vnd: 0072 Invoice: 24514	101-000-20200		250.00
		Expected Check Run: 08/25/2025			
				250.00	250.00
06/30/2025	AP	Clothes Basket	Invoice: 24651 Ref#: 17799 (MPD Uniform Cleaning 5/1/25-5/31/25)		
AP Trx #: 28937		Operating Supplies & Expense	101-301-72600	183.50	
		Vnd: 0072 Invoice: 24651	101-000-20200		183.50
		Expected Check Run: 08/25/2025			
				183.50	183.50
06/30/2025	AP	Clothes Basket	Invoice: 24662 Ref#: 17800 (MPD Unifirm Cleaning 6/1/25-6/30/25)		
AP Trx #: 28938		Operating Supplies & Expense	101-301-72600	118.75	
		Vnd: 0072 Invoice: 24662	101-000-20200		118.75
		Expected Check Run: 08/25/2025			
				118.75	118.75

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/21/2025 AP Trx #: 28939	AP	CT Electrical Services, Inc. Capital Outlay - DPW Bldg Vnd: 0199 Invoice: 6210  Expected Check Run: 08/25/2025	Invoice: 6210 Ref#: 17787(Replacement Shop lights)  661-892-97000 661-000-20200	3,000.00	3,000.00
08/20/2025 AP Trx #: 28940	AP	Elhorn Engineering Co Arsenic Removal Program Vnd: 0962 Invoice: 307891  Expected Check Run: 08/25/2025	Invoice: 307891 Ref#: 17776(20 El-Cchlor 30/ GALLDrums)  591-552-81820 591-000-20200	3,000.00 3,280.00	3,000.00 3,280.00
08/21/2025 AP Trx #: 28941	AP	Enviro Safe Treatments, LLC. Treatment Fees Vnd: 1349 Invoice: 1070  Expected Check Run: 08/25/2025	Invoice: 1070 Ref#: 17801(Lift Station treatment 3rd Qtr.2025)  590-552-81800 590-000-20200	3,280.00 20,000.00	3,280.00 20,000.00
08/21/2025 AP Trx #: 28942	AP	Etna Supply Company Concord Farms Phase 3 Vnd: 0018 Invoice: S106421104.001  Expected Check Run: 08/25/2025	Invoice: S106421104.001 Ref#: 17788  591-554-82030 591-000-20200	110.28	110.28
08/21/2025 AP Trx #: 28943	AP	Etna Supply Company Operating Supplies Vnd: 0018 Invoice: S106325468.001  Expected Check Run: 08/25/2025	Invoice: S106325468.001 Ref#: 17789(1 GaL- Pressure Sensor for schoo l*  591-552-72600 591-000-20200	110.28 4,175.00	110.28 4,175.00
08/21/2025 AP Trx #: 28944	AP	Etna Supply Company Operating Supplies Vnd: 0018 Invoice: S106439709.001  Expected Check Run: 08/25/2025	Invoice: S106439709.001 Ref#: 17790(Sensus Iperl Stand Alone ECR w/cove  591-552-72600 591-000-20200	4,175.00 2,581.03	4,175.00 2,581.03
				2,581.03	2,581.03

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/21/2025 AP Trx #: 28945	AP	Freedom Counseling LLC Police medical account Vnd: 1664 Invoice: 64572  Expected Check Run: 08/25/2025	Invoice: 64572 Ref#: 17795 (Professional Services-MPD) 101-301-72300 101-000-20200	100.00	100.00
08/20/2025 AP Trx #: 28946	AP	Midwest Energy & Communications Electric/Gas/Utilities Vnd: 0022 Invoice: 88800434Sept25  Expected Check Run: 08/25/2025	Invoice: 88800434Sept25 Ref#: 17778 (Phones/Data, Freedom Ln 9/8/25-10/7/ 591-552-92100 591-000-20200	100.00 316.15	100.00 316.15
08/20/2025 AP Trx #: 28947	AP	Midwest Energy & Communications Electric/Gas/Utilities Vnd: 0022 Invoice: 888045841Sept25  Expected Check Run: 08/25/2025	Invoice: 888045841Sept25 Ref#: 17779 (Data-25th lift station 9/8/25-10/7/ 591-552-92100 591-000-20200	316.15 70.00	316.15 70.00
08/20/2025 AP Trx #: 28948	AP	Midwest Energy & Communications Electric/Gas/Utilities Vnd: 0022 Invoice: 888045842Sept25  Expected Check Run: 08/25/2025	Invoice: 888045842Sept25 Ref#: 17780 (Dta-French Tower 9/8/25-10/7/25) 591-552-92100 591-000-20200	70.00 70.00	70.00 70.00
08/20/2025 AP Trx #: 28949	AP	Midwest Energy & Communications Street Lights Electric/Gas/Utilities Electric/Gas/Utilities Utilities - DPW Building Vnd: 0022 Invoice: 581July25 Vnd: 0022 Invoice: 581July25 Vnd: 0022 Invoice: 581July25 Vnd: 0022 Invoice: 581July25  Expected Check Run: 08/25/2025	Invoice: 581July25 Ref#: 17781 (Electric-25th st lift station, Antwerp,) 101-441-92600 590-552-92100 591-552-92100 661-892-92100 101-000-20200 590-000-20200 591-000-20200 661-000-20200	70.00 166.07 5,366.06 2,445.93 398.05	70.00 166.07 5,366.06 2,445.93 398.05
				8,376.11	8,376.11



Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/21/2025	AP	Southwest Plumbing Inspections	Invoice: August21.2025 Ref#: 17792(Plumbing Inspections August2025)		
AP Trx #: 28955		Plumbing Inspector	101-380-80100	766.80	766.80
		Vnd: 0981 Invoice: August21.2025	101-000-20200		
		Expected Check Run: 08/25/2025			
08/21/2025	AP	The Tree Mover	Invoice: 0149 Ref#: 17793(10' Norway Spruce Planted)	766.80	766.80
AP Trx #: 28956		Contractual Serv.	101-751-81800		
		Vnd: 1704 Invoice: 0149	101-000-20200	750.00	750.00
		Expected Check Run: 08/25/2025			
08/21/2025	AP	USA Blue Book	Invoice: INV00792729 Ref#: 17794(Blue/Green Marking Flags/Paint)	750.00	750.00
AP Trx #: 28957		Supplies	590-552-72600	224.50	
		Operating Supplies	591-552-72600	224.51	
		Vnd: 0189 Invoice: INV00792729	590-000-20200		224.50
		Vnd: 0189 Invoice: INV00792729	591-000-20200		224.51
		Expected Check Run: 08/25/2025			
08/20/2025	AP	Verizon Wireless	Invoice: 6120538335 Ref#: 17785(Cell phones village office.DPW 7/9/25-8	449.01	449.01
AP Trx #: 28958		Telephone	101-215-85300	87.72	
		Telephone-Emergency	590-551-85300	158.52	
		Telephone-Emergency	591-551-85300	158.52	
		Vnd: 1231 Invoice: 6120538335	101-000-20200		87.72
		Vnd: 1231 Invoice: 6120538335	590-000-20200		158.52
		Vnd: 1231 Invoice: 6120538335	591-000-20200		158.52
		Expected Check Run: 08/25/2025			
		Cash/Payable Account Totals:		404.76	404.76
				57,807.26	57,807.26
		Accounts Payable	101-000-20200		7,188.90
		Accounts Payable	202-000-20200		4,915.92
		Accounts Payable	203-000-20200		215.92
		Accounts Payable	590-000-20200		27,263.90
		Accounts Payable	591-000-20200		13,799.19
		Accounts Payable	661-000-20200		4,423.43
		TOTAL INCREASE IN PAYABLE:			57,807.26



# VILLAGE OF MATTAWAN

## PLANNING COMMISSION

AUGUST 20, 2025

### MINUTES

1. CALL TO ORDER @ 7:00 PM
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE *Chipouras, Daniel, Fournier, Stuut*  
ABSENT *Lamb*  
OTHERS PRESENT Manager McGrew, Jolie Storm-Artis  
*Motion by Fournier, supported by Daniel to excuse Lamb. All members voted in favor.*  
*Motion carried.*
4. WELCOME TO THE PUBLIC
5. ANNOUNCEMENT OF MEETING BEING RECORDED
6. ADDITIONS TO THE AGENDA *None*
7. APPROVAL OF THE AGENDA  
*Motion by Daniel, supported by Stuut to approve the agenda. All members voted in favor.*  
*Motion carried.*
8. LIMITED PUBLIC COMMENT ON ANY AGENDA ITEM *None*
9. APPROVAL OF THE MINUTES OF MAY 21, 2025  
*Motion by Stuut, supported by Daniel to approve the minutes of May 21, 2025. All members voted in favor. Motion carried.*
10. COUNCIL LIAISON REPORT-*Liaison Stuut* reported on the open seats on the council over the last few months, watermain project and paving updates, new chicken ordinance.
11. OLD BUSINESS
  - A. DISCUSSION AND DECISION ON SITE PLAN SUBMITTED BY ANTWERP TOWNSHIP MATTAWAN FIRE DEPARTMENT FOR PROPERTY LOCATED AT 55697 N. MAIN STREET  
Chair Fournier confirmed all requirements for the site plan and application were met.  
*Motion by Fournier, supported by Stuut to approve the Mattawan Fire Department Site Plan as submitted. All members voted in favor. Motion carried.*
  - B. DISCUSSION ON MASTER PLAN *Clerk Storm-Artis will digitalize the Master Plan and send it to all members of PC for input at the next meeting.*
12. NEW BUSINESS *None*

13. COMMUNICATIONS *None*

14. COMMENTS FROM VISITORS *None*

15. COMMENTS FROM MEMBERS *None*

16. ADJOURN @ 7:19 PM

***Motion by Fournier, supported by Stuut to adjourn. All members voted in favor. Motion carried.***

DRAFT

**VILLAGE OF MATTAWAN  
DDA MEETING**

**AUGUST 19, 2025**

**MINUTES**

1. CALL TO ORDER 8:32 AM
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE *Brininger, Chipouras, Coy, Crooks, Laughlin, Penning, Reed*  
ABSENT: *Brooks, Maxwell, Moyle*  
OTHERS PRESENT: *Clerk Storm-Artis, Superintendent Anthony*  
*Motion by Coy, supported by Crooks to excuse members Brooks, Maxwell, Moyle. All members voted in favor. Motion carried.*
4. WELCOME TO PUBLIC
5. ANNOUNCEMENT OF MEETING BEING RECORDED
6. ADDITIONS TO AGENDA *None*
7. APPROVAL OF THE AGENDA  
*Motion by Reed, supported by Coy to approve the agenda. All members voted in favor. Motion carried.*
8. APPROVAL OF THE MINUTES OF JULY 15, 2025  
*Motion by Laughlin, supported by Brininger to approve the minutes of July 15, 2025 with the correction to the spelling of Laughlin under attendance. All members voted in favor. Motion carried.*
9. LIMITED PUBLIC COMMENT ON ANY AGENDA ITEMS *None*
10. OLD BUSINESS
  - A. PARK NATIVITY REPLACEMENT  
Discussion took place regarding the outstanding questions of painted colors, shipping, pricing, and santa box.  
*Motion by Coy, supported by Reed to select santa box model COM 1864. All members voted in favor. Motion carried.*  
Further discussion took place.  
*Motion by Reed, supported by Brooks to purchase nativity figures Joseph with lantern, Infant Jesus in Crib, Mary Kneeling, Large Stable, and Santa Mailbox for an amount not to exceed \$8,020.00. All members voted in favor. Motion carried.*
  - B. IRRIGATION REPAIR FOR HANGING BASKET POLES  
Discussion took place regarding options for the watering on the hanging baskets.

***Motion by Coy to have Superintendent Anthony come up with a cost for DPW to water the baskets for 1 hour daily. Motion dies due to lack of support.***

***Motion by Brooks, supported by Coy to have Superintendent Anthony provide a cost of DPW water, maintain, and fertilize the hanging baskets. All members voted in favor. Motion carried.***

**C. SCULPTURE UPDATE**

Clerk Storm-Artis updated the DDA on Kelly Vander Kley's attempts to get an engineering review for the sculpture.

Discussion took place as to what is in the contract and previous motions about the date of installation.

Clerk Storm-Artis will provide more information and possible next steps at the next DDA meeting.

11. NEW BUSINESS *None*

12. COMMUNICATIONS

Revenue and Expense Report  
CD Investment at 4% on 7/30/2025

13. COMMENTS FROM VISITORS *None*

14. COMMENTS FROM MEMBERS *None*

15. ADJOURN @ 9:17 AM

***Motion by Reed, supported by Coy to adjourn. All members voted in favor. Motion carried.***



# *Mattawan Police Department*

24221 Front Avenue

Mattawan, Michigan 49071

Phone: (269) 668-3661 Fax: (269) 668-7057

Email: [police@mattawanmi.com](mailto:police@mattawanmi.com)

Jeremy S. Mansfield, Chief of Police

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## **MONTHLY ACTIVITIES FOR JULY**

**CASE COUNT** (This section includes dispatched calls for service and officer-initiated cases for criminal and non-criminal related matters.)

Monthly case count: 122 (46:00)

Officer Initiated cases: 51 (08:35)

Follow up and Investigation: 50 (26:04)

Court: 5 (2:15)

Reports: 111 (132:17)

Total time: 215:11

**COMMUNITY CARE TAKING EFFORTS:** (Activities relating to providing non-criminal-related services, establishing and maintaining cooperative efforts with community and services partners.)

Business/Property Checks: 41 (3:08)

Community Relations: 17 (00:25)

Field Contacts: 0 (0:04)

Meetings: 4 (3:54)

Total time: 7:31 (HH:MM)

**TRAFFIC ENFORCEMENT** (This section includes stationary Radar, traffic monitoring, and traffic stops.)

Traffic Stop Count: 25

Citation Count: 9

Offense Count: 16

Time Involved: 03:02

Traffic Monitoring/stationary radar: 73

Time Involved: 14:49

**PATROL** (This includes general road patrol activities and moving radar speed enforcement.)

Time involved: 17:38 (HH:MM)

**ADMINISTRATION** (This section includes the general administrative duties, completion of FOIA/NON FOIA requests, evidence management, LEIN Validations, personnel management, permit reviews, vehicle and equipment care and maintenance, review of submitted reports and documentation, State and Federal reporting, training, training management, etc.)

Time Involved: 73:54

## **DAILY ACTIVITY REPORT TALLIES:**

324:58 (HH:MM)



# *Mattawan Police Department*

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Mattawan, Michigan 49071

Phone: (269) 668-3661 Fax: (269) 668-7057

Email: [police@mattawanmi.com](mailto:police@mattawanmi.com)

Jeremy S. Mansfield, Chief of Police

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## **CHIEF'S REPORT**

- Staffing updates
  - Officer Cora Bigelow has successfully completed phase 1 and has started phase 2 of FTO.
  - Zachary Engel has started with the department and is progressing well through FTO.
  
- The department's server has been experiencing outages and failures. This has resulted in a good deal of time spent with IT staff, as well as consultations and meetings with Village staff and IT. Research into the needs, options and requirements of replacement.
  
- The department took part in the Concert in the Park. There was a lot of positive feedback about the event and the department.
  
- Reviews were conducted on numerous Food Truck applications. The processes set in place under the new ordinance have been working well. I appreciate the assistance of the Clerk.
  
- Preparations and considerations for Homecoming activities are underway. I have been working with local business, association, school and Village representatives on events and the parade.
  
- The school supply drive was very successful; the collections have been provided to the schools. I am very appreciative of the efforts of the MBA and Officer Ryan for their efforts.
  
- Officer Ryan is now a Taser Instructor and is attending a Public Information Officer course next week.
  
- Continuing Education training and Daily Training Bulletins assigned to staff. In-house training sessions were completed. Outside agency trainings for officers are scheduled to meet State training requirements and department needs.
  
- Any needed Internal reviews of required incidents were conducted. Examples: the use of force by officers, officer injury, in-custody injury, vehicle pursuits, random review of body camera footage, citizen compliment or complaints and employee evaluations.
  
- Meetings and ongoing communications were held with the agency and community partners.
  
- Reported Use of Force statistics to FBI database for the previous month.



# *Mattawan Police Department*

24221 Front Avenue

Mattawan, Michigan 49071

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Email: [police@mattawanmi.com](mailto:police@mattawanmi.com)

Jeremy S. Mansfield, Chief of Police

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**FOIA requests: not available due to server issues**

**Non-FOIA requests: not available due to server issues**

# Mattawan PD Offense Summary

## Occurred 7/1/2025 - 7/31/2025

Offense	Total Offenses
- Ordinance - Article 01	1
1304 - 13002 - Aggravated/Felonious Assault - Non-Family - Gun	1
1313 - 13001 - Assault and Battery/Simple Assault	2
1380 - 13003 - Telephone Used for Harassment, Threats	1
151 - Grass and Noxious Weeds Ordinance	12
186 - Inoperable Vehicle Ordinance	10
191 - Anti Blight Ordinance	3
2203 - 22001 - Burglary - Forced Entry - Non-Residence	1
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2901 - 29000 - Damage to Property - Business Property	1
2911 - 29000 - Malicious Destruction of Personal Property \$200 or more but less than \$1,000 - Domestic Relationship	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3710 - 37000-Child Sexually Abusive Material, Aggravated Possession	1
3806 - 38001 - Neglect Child	1
5007 - 50000 - Obstructing Court Order	1
5015 - 50000 - Failure to Appear	1
5309 - 53002 - Harassing Communications	1
5586 - 72000-Animals, Cruelty to	1
5707 - 57001 - Trespass (Other)	3
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	2
8073 - 54003 - Traffic - Reckless Driving	1
8180 - 54003 - Traffic - Other Hazardous Violations	1
8212 - 54003 - Traffic - Failed to Maintain Equipment	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8275 - 54003 - Traffic - Driver License Law Violations	1
8277 - 54003 - Traffic - Registration Law Violations	1
8282 - 54003 - No Insurance	2
9906 - 94001 - Motorist Assist	4
9910 - 93001 - Traffic, Non-Criminal - Accident	3
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	1
9942 - 98006 - Inspections/Investigations - Family Trouble	2
9943 - 98007 - Inspections/Investigations - Suspicious Situations	5
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	2
9946 - 99001 - Miscellaneous - Suicide	2
9953 - 99008 - Miscellaneous - General Assistance	12



# Mattawan PD Offense Summary

Occurred 7/1/2025 - 7/31/2025

Offense	Total Offenses
9954 - 99008 - Miscellaneous - Assist to Fire Department	2
9955 - 99008 - Miscellaneous - Assist to EMS	10
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	4
9957 - 99008 - Miscellaneous - Residential/Business/Bank Alarm - False	1
<b>Total</b>	<b>102</b>

# Report By Violation

From 7/1/2025 12:00:00 AM to 7/31/2025 11:59:00 PM

Violation Code	Description	Count
257.611	DISOBEY TRAFFIC CONTROL DEVICE	1
5.14	Reckless Driving	1
257.301	DROVE WHILE LICENSE EXPIRED	1
257.904(1)	DROVE WHILE LICENSE SUSP/REV/DENIED	1
257.255	EXPIRED REG. OVER 6 MONTHS- CIVIL INFRACTION	1
257.628	SPEEDING 1-5 OVER LIMIT	2
257.642(1)	IMPROPER LANE USE	1
257.255	EXPIRED REG. LESS THAN 3 MONTHS- CIVIL INFRACTION	1
257.328(1)	NO PROOF OF INSURANCE- CAR	1
257.627	VBSL-FAIL TO STOP ASSURED CLEAR DISTANCE	1
257.674	PARKING IN FIRE LANE OR FIRE HYDRANT	1
500.3101	NO INSURANCE	2
257.628	SPEEDING 6-10 OVER	2

\* Results do not include warnings or voided tickets.

8/20/2025 11:35:55 AM

Page 1 of 1

# STATE OF MICHIGAN

## Seventh Judicial District

☐ **7<sup>th</sup> District Court – West**

1007 E. Wells St.  
South Haven, MI. 49090-0311  
Phone (269) 637-5258

**HON. ARTHUR H. CLARKE, III**

District Judge

**JAMES R. BECKER**

Magistrate



☒ **7<sup>th</sup> District Court – East**

212 Paw Paw Street, Ste. 130  
Paw Paw, MI 49079-1493  
Phone: (269) 657-8222

**HON. MICHAEL T. MCKAY**

District Judge

**JUSTIN LOSEY**

Court Administrator

**AUGUST 7, 2025**

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**Ordinance Costs for Cities and Villages for the Month of July 2025**

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PAW PAW	1291.95
LAWTON	29.70
MATTAWAN	300.85
DECATUR	462.00
LAWRENCE	382.80
ANTWERP	
KEELER	
PORTER TOWNSHIP	6.60
DECATUR TOWNSHIP	
PINE GROVE TWP	82.50
PAW PAW TOWNSHIP	
HAMILTON TOWNSHIP	
LAWRENCE TOWNSHIP	
ALMENA TOWNSHIP	
	\$ 2556.40
VAN BUREN COUNTY	\$ 5190.27

Prepared by:

*Susan E. Taylor*  
Susan E. Taylor  
Account Finance Clerk

# Clerk's Report

July/August 2025

- Attended Council, ZBA, Planning Commission and DDA meetings
- Started Preparing for Annual Audit
- Investigated contents of Village Safety Deposit Box that included several bonds and will be discussing with Auditors and creating presentation to council
- Published Yard Fowl Ordinance, ZBA Public Hearing Notices, and Vacant Village Council Seat in Courier-Leader
- Coordinated MERS employee information meeting and confirmed updates in plan changes beginning in 2026
- Updated Employee Handbook
- Prepared E-Mail Record Retention Documents for council for basic overview of state requirements
- Coordinated installation of new CTS phone service
- Worked with School Food Truck event to make sure all documentation was submitted, processed, and approval confirmation sent
- Prepared all associated documents for Kucinich ZBA Public Hearing
- Confirmed Attendance for employees and Council to Active Shooter Training
- Administrative Assistant Ranney-Holroyd set up Village Offices Facebook and linked it to the Village of Mattawan Business Page for updating within the office
- Attended Par Plan Training and attended meeting on liability insurance with Manager McGrew and BHS Insurance

# Response to Council on Motion Regarding Manager McGrew's Roles

## 1. Conflict of Interest

- **Legal Standing:** Our attorney has confirmed that there are no legal barriers preventing Manager McGrew from holding dual roles as both Village Manager and Building Official.
- **Contractual Obligations:** The Village Manager contract does not prohibit these dual responsibilities.
- **Work Schedule:** The duties of the Building Official primarily occur after hours, allowing Manager McGrew to prioritize the Village Manager role during regular working hours. Most interactions regarding building permits take place when residents seek information. The BS&A system provides verification methods, including timestamps, confirming that inspections are logged only after standard office hours.
- **Financial Procedures:** Manager McGrew does not participate in decision-making, invoice approvals, or signing accounts-payable checks related to inspections. These tasks are handled by the administrative assistant and the Village Clerk. Importantly, permit fees are structured such that the Building Official receives only 90% of the fees collected, with the remaining 10% allocated to the building fund for operational costs.

## 2. Supervision of Financial Transactions

- **Invoice Processing:** Payments to contractors, such as Diamond Handyman, LLC, follow a standardized procedure. Invoices are submitted to the office where the administrative assistant and clerk verify their accuracy.
- **Verification Process:** The administrative assistant and clerk ensure that all issued permits are accounted for, preventing duplicate payments. Once verified, checks are signed by both the clerk and the treasurer to authorize payment.

## 3. Compromised Reporting or Complaint Chain

Concerns have been raised regarding the absence of a neutral process for village staff, contractors, or citizens to report issues related to billing, service quality, or conduct towards the inspection company, particularly since complaints would typically go to the Village Manager, who is also the business owner.

- **Personal Record:** Since taking on the Building Official role in June of last year, I have not received any complaints regarding my performance or conduct. In contrast, the previous Building Official faced multiple complaints, highlighting a significant improvement in service quality.
- **Complaint System Proposal:** To ensure a transparent and impartial complaint process, I propose that the Village Council establish a formal complaint system. This would involve:

- Citizens or staff submitting written complaints addressed to the clerk, detailing their concerns. All written complaints will be subject to record retention procedures maintained by the Village Clerk.
- These complaints would then be directed to the Council President and presented to the Village Council for review and action.

This approach will enhance accountability and ensure that issues are addressed promptly, fostering trust within the community.

# Inspection List

08/20/25

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
58983 Norton St	80-46-705-080-00	Final	07/02/2025	07/04/2025	Approved	Rich McGrew
24500 W MCGILLEN ST	80-46-700-023-10	Open Roof Ice &	07/07/2025	07/07/2025	Approved	Rich McGrew
24500 W MCGILLEN ST	80-46-700-023-10	Open Roof Ice &	07/08/2025	07/08/2025	Approved	Rich McGrew
24500 W MCGILLEN ST	80-46-700-023-10	Open Roof Ice &	07/08/2025	07/08/2025	Approved	Rich McGrew
59037 Norton St	80-46-705-081-00	Final	07/09/2025	07/09/2025	Approved	Rich McGrew
59041 Norton St	80-46-705-082-00	Final	07/09/2025	07/09/2025	Disapproved	Rich McGrew
59095 Norton St	80-46-705-083-00	Final	07/09/2025	07/09/2025	Approved	Rich McGrew
24500 W MCGILLEN ST	80-46-700-023-10	Final #3	07/09/2025	07/09/2025	Approved	Rich McGrew
24500 W MCGILLEN ST	80-46-700-023-10	Final #2	07/10/2025	07/10/2025	Approved	Rich McGrew
25490 FRONT AVE	80-46-700-141-00	House check worki	07/10/2025	07/10/2025	Approved	Rich McGrew
24500 W MCGILLEN ST	80-46-700-023-10	Final #1	07/11/2025	07/11/2025	Approved	Rich McGrew
59041 Norton St	80-46-705-082-00	Final	07/11/2025	07/11/2025	Approved	Rich McGrew
59092 Norton St	80-46-705-087-00	Final	07/28/2025	07/24/2025	Approved	Rich McGrew
58930 Norton St	80-46-705-084-00	Final	07/29/2025	07/29/2025	Approved	Rich McGrew
59038 Norton St	80-46-705-086-00	Final	07/29/2025	07/29/2025	Approved	Rich McGrew
58967 Swenson St	80-46-705-088-00	Final	07/29/2025	07/29/2025	Approved	Rich McGrew
58643 Swenson St	80-46-705-094-00	Final	08/07/2025	08/07/2025	Approved	Rich McGrew
58285 INTERLAKE	80-46-705-058-00	Final	08/07/2025	08/07/2025	Approved	Rich McGrew
56400 CITY CENTER CIRCLE	80-46-701-018-01	Final	08/08/2025	08/08/2025	Approved	Rich McGrew

Inspections: 19

Population: All Records

Inspection.Inspector = Rich McGrew AND

Inspection.DateTimeCompleted Between 7/1/2025 12:00:00 AM AND 8/25/2025 11:59:59 PM

51 days total inspections  
for Mathiasan Village

**2025 Payroll hourly rates after July 1, 2025**

<b>Name</b>	<b>Hourly</b>	<b>2.5% pay increase</b>	<b>New Hourly</b>	<b>Hourly with OT</b>	<b>Position</b>
Tom	\$44.32	\$1.11	\$45.43	\$49.79	DPW Superintendent
Jeremy	\$44.32	\$1.11	\$45.43	\$47.55	Police Chief
Rich	\$45.00	\$0.00	\$45.00	\$45.00	Manager

<b>Name</b>	<b>Total Pay 4/21 to 8-11</b>	<b>720 Hours time frame</b>	<b>Hourly w/OT</b>	<b>Position</b>
Tom	\$35,851.86	div by 720 Hours	\$49.79	DPW Superintendent
Jeremy	\$34,237.16	div by 720 Hours	\$47.55	Police Chief
Rich	\$32,400.00	div by 720 Hours	\$45.00	Manager
Luke	\$29,521.52	div by 720 Hours	\$41.00	LT Police

Over
Manager
Below



From: 04/21/2025 To: 08/11/2025

Pay Code	Regular Pay	Overtime Pay	Total Pay	Non-Cash Pay
017 - MCGREW, RICHARD A				
10	29,092.50	0.00	29,092.50	0.00
40	1,620.00	0.00	1,620.00	0.00
41	247.50	0.00	247.50	0.00
42	360.00	0.00	360.00	0.00
43	1,080.00	0.00	1,080.00	0.00
Employee Totals:	32,400.00	0.00	32,400.00	0.00
125 - MANSFIELD, JEREMY S				
30	27,469.94	0.00	27,469.94	0.00
31	0.00	1,637.12	1,637.12	0.00
40	2,371.12	0.00	2,371.12	0.00
42	321.32	0.00	321.32	0.00
43	995.00	0.00	995.00	0.00
44	155.12	0.00	155.12	0.00
50	1,287.54	0.00	1,287.54	0.00
Employee Totals:	32,600.04	1,637.12	34,237.16	0.00
157 - BRITTON, LUKE D				
30	23,453.63	0.00	23,453.63	0.00
31	0.00	2,274.75	2,274.75	0.00
40	2,245.88	0.00	2,245.88	0.00
41	256.50	0.00	256.50	0.00
42	300.00	0.00	300.00	0.00
43	875.88	0.00	875.88	0.00
44	56.25	0.00	56.25	0.00
RegTimeAdjust	58.63	0.00	58.63	0.00
Employee Totals:	27,246.77	2,274.75	29,521.52	0.00
400 - ANTHONY, DALLAS T				
10	24,921.40	0.00	24,921.40	0.00
20	0.00	2,585.37	2,585.37	0.00
40	3,289.80	0.00	3,289.80	0.00
41	558.88	0.00	558.88	0.00
42	344.16	0.00	344.16	0.00
43	1,046.00	0.00	1,046.00	0.00
50	1,206.25	0.00	1,206.25	0.00
70	400.00	0.00	400.00	0.00
92	1,500.00	0.00	1,500.00	0.00
Employee Totals:	33,266.49	2,585.37	35,851.86	0.00
Grand Totals:				
10	54,013.90	0.00	54,013.90	0.00
20	0.00	2,585.37	2,585.37	0.00
30	50,923.57	0.00	50,923.57	0.00
31	0.00	3,911.87	3,911.87	0.00
40	9,526.80	0.00	9,526.80	0.00
41	1,062.88	0.00	1,062.88	0.00
42	1,325.48	0.00	1,325.48	0.00
43	3,996.88	0.00	3,996.88	0.00
44	211.37	0.00	211.37	0.00
50	2,493.79	0.00	2,493.79	0.00
70	400.00	0.00	400.00	0.00

(720 hours)

\$45 an hour

3RD

\$27.55 an hour

1,637.12

720 / 2ND

\$41.00 an hour

2,274.75

720 / 4TH

\$49.79 an hour

2,585.37

720 / 1ST

Total hours  
in this time frame  
720 hours.

West Michigan Carpet Brokers, Inc.  
53109 Main St - P.O. Box 428  
Mattawan, MI 49071-0428  
269-668-5378

Proposal #: WE009553  
Sale Date: 06/17/2025  
Install Date:  
Sales Rep: Marsilio, V  
Sales Rep:

**SOLD TO**

Village of Mattawan, Attn. Rich  
24221 Front St.  
Mattawan MI 49071  
269-568-3423  
rmcgrew@mattawanmi.com

**SHIPPED TO**

Printed 08/11/25 13:19:19

Village of Mattawan Village & Police Offices

**MATERIALS**

		QUANTITY	PRICE	TOTAL
(1) Main Street Collection (Milliken)	Costal Current - Volcanic	632.00SqFt		\$2,598.01
Comments: Meeting Room				
(2) Main Street Collection (Milliken)	Trade Root - Leadon	754.00SqFt		\$3,099.53
Comments: Offices				
(3) Flex Form LVT (24.2sf box) MIL	Rootwork - Revere - RTW165	563.888888SqFt		\$2,318.03
Comments: Vinyl Area				
(4) Accuply 1/4" Underlayment	4x4 Sheet	560.00SqFt		\$1,001.09
(6) Pressure Sensitive Adhesive - Mapei Eco 373 (4g:800sf per 4 gal. pail		3.00Each		\$705.86
(7) Feather Finish - Blakely	Prepstar Premium Feather Patch	1.00Each		\$38.33
(11) Freight In	Drop Charge	1.00Each		\$123.57
(12) Freight Fuel Surcharge	Quarterly Adjusted Fuel SurCharg	1386.00SqFt		\$468.13

**Materials Subtotal: \$10,352.55**

**LABOR**

	QUANTITY	PRICE	TOTAL
(1) Carpet Tile Install --,	632.00 SqFt		\$911.13
(2) Carpet Tile Install --,	754.00 SqFt		\$1,087.01
(3) VCT - Wood Strip Install --,	563.00 SqFt		\$1,159.50
(4) Underlayment - Install 1/4" --,	560.00 SqFt		\$691.99
(5) Underlayment - Supplies - (1 for every 15 sheets) --, ** **	2.00 Each		\$131.81
(6) Misc. Labor - Stool Charge --,	3.00 Each		\$247.14
(7) Floor Prep - Per Hour / Per Crew --,	2.00 Each		\$205.95
			cont...

Comments:

LABOR	QUANTITY	PRICE	TOTAL
(8) Carpet Tile Rip Up --, ** **	790.00 SqFt		\$1,138.91
(9) Vinyl Rip Up 1/4" Board - Up to 2 Layer --, ** **	336.00 SqFt		\$1,522.39
(10) Carpet Glue Down --, ** **	744.00 SqFt		\$551.62
<b>Labor SubTotal:</b>			<b>\$7,647.45</b>

Comments:

<b>Subtotal:</b>	\$18,000.00
<b>Misc:</b>	\$0.00
<b>Total:</b>	\$18,000.00
<b>Surcharge:</b>	\$0.00
<b>Payments:</b>	\$0.00
<b>Balance:</b>	\$18,000.00



## Proposal

Home Improvement Supply  
37754 W. Red Arrow Highway  
Paw Paw, Michigan 49079  
269-657-6282  
info@homeimprovementsupply.net

**Proposal #:** 1183  
**Sale Date:** 08/12/2025  
**Install Date:**  
**Sales Rep:** Steph  
**PO #:**

Sold To:  
RICH MCGREW VILLAGE OF MATTAWAN  
24221 FRONT AVE  
MATTAWAN MI 49071  
269-668-2128  
rmcgreww@mattawanmi.com

Ship To:  
RICH MCGREW VILLAGE OF MATTAWAN  
24221 FRONT AVE  
MATTAWAN MI 49071  
269-668-2128  
rmcgreww@mattawanmi.com

Printed On: 8/12/2025 12:44:50 PM

Materials	Quantity	Price	Total
MATREXX LVT MIRACLE 7.25 X 48IN-33.80, TBD	19.00	\$195.00	\$3,705.00
MATREXX CARPET TILE 19.7 X 39.4 METAPHOR NYLON-54.00, RELIC	26.00	\$261.00	\$6,786.00
Adhesive - Pressure Sensitive, 4 Gallon Bucket	4.00	\$175.00	\$700.00
Wax Ring, w/Bolt Kit	3.00	\$8.00	\$24.00
Underlayment - Subfloor, Subfloor 4x4	40.00	\$30.00	\$1,200.00
MATREXX SLIM TRIM W. TRACK 94IN-1.00, TBD	4.00	\$75.00	\$300.00
<b>Material Subtotal:</b>			<b>\$12,715.00</b>

Labor	Quantity	Price	Total
Sub Floor --			\$960.00
Shuffle Stool --			\$285.00
Carpet - Residential --			\$931.00
LVP - Residential --			\$1,600.00
Removal - Residential --			\$1,200.00
Floor Prep --			\$320.00
<b>Labor Subtotal:</b>			<b>\$5,296.00</b>

**Subtotal:** \$18,011.00  
**Sales Tax:** \$762.90  
**Total:** \$18,773.90  
**Payments:** \$0.00  
**Balance:** \$18,773.90

### Comments:

All quoted/proposed pricing is subject to change after fourteen (14) days from the original quote. Final payments are due within 15 days of the invoice date.

# Proposal

Page 1 of 2 - Mattawan Village Offices - #20486



3428 Ravine Road  
Kalamazoo MI 49006  
269-385-3111

Proposal #: 20486  
Sale Date: 8/11/2025  
Next Install:  
Sales Rep: Gina Page  
Estimator: Jennifer Baker

## SOLD TO:

Mattawan Village Offices  
24221 Front Street  
Mattawan, MI 49071

## SHIPPED TO

Mattawan Village Offices  
24221 Front Street  
Mattawan MI 49071

Home: 269-668-2128  
Cell: Rich McGrew  
Ship:  
Email:  
rmcgrew@mattawanmi.com

COMMENTS		QUANTITY	PRICE	TOTAL
Ent Hall/Rec, 3 Baths, Kit., FD Rec Office & Hall:				
Fortified5.0 Change Agent	Rootwork Revere Glue down LVT	672.5 SqFt	\$4.65	\$3,127.13
LVT - Patterned Installation	26.9	672.5 SqFt	\$4.25	\$2,858.13
Premium Transitiona PSA Adhesive	4 Gallon	1 Each	\$208.75	\$208.75
*4in Shaw Vinyl Base	Color TBD	240 LnFt	\$1.32	\$316.80
MI - Vinyl Base Removal & Replacement		240 LnFt	\$1.45	\$348.00
CA - Remove & Dispose Glue Direct Carpet		280	\$1.05	\$294.00
LVT - Remove & Dispose		380	\$1.50	\$570.00
Estimated floor prep				
Roppe #202 Vinyl Overlap Stair Nosing 1/8"x12'	Black	1 Each	\$59.82	\$59.82
Square -10		1 Each	\$750.00	\$750.00
MI - Labor to Prep Floors				
Roppe #154 Vinyl Snap-down Edging 1-9/64"x12'	Black	2 Each	\$15.60	\$31.20
-20				
Roppe Track	A3752	1 Each	\$30.26	\$30.26
Conference Room:				
Main St. Coastal Current	Volcanic	650 SqFt	\$3.59	\$2,333.50
CA - Carpet Tile Installation		650 SqFt	\$1.40	\$910.00

# Proposal

Page 2 of 2 - Mattawan Village Offices - #20486

Milliken Non-Reactive Standard Ahesive	4 Gallon	1 Each	\$213.33	\$213.33
----------------------------------------	----------	--------	----------	----------

5 Offices:				
Main St.Trade Route	Leaden	905 SqFt	\$3.59	\$3,248.95
CA - Carpet Tile Installation		905 SqFt	\$1.40	\$1,267.00

Milliken Non-Reactive Standard Adhesive	4 Gallon	1 Each	\$213.33	\$213.33
-----------------------------------------	----------	--------	----------	----------

CA - Remove & Dispose Glue Direct Carpet		685	\$1.05	\$719.25
------------------------------------------	--	-----	--------	----------

Freight Charge - Installed Project	NA	1 Each	\$800.00	\$800.00
------------------------------------	----	--------	----------	----------

Comments: Quote does not include furniture or appliance moving

*Removed  
TAX* →

SubTotal:	\$18,299.45
Sales Tax:	\$634.98
Total:	\$18,934.43
Payments:	\$0.00
Balance:	\$18,934.43

*\$18,299.95*

ALL PRODUCTS ARE SPECIAL ORDER AND CANNOT BE RETURNED OR CANCELLED AFTER ORDER IS PLACED. Installed estimates are based on visual conditions at the time of assessment. If unforeseen issues or hidden conditions arise during installation, additional charges may apply.

In an effort to give the best possible pricing, prices quoted are for payment with cash or check. If you would prefer to remit payment via credit card, a 3.0% surcharge will be added.

Prices are subject to change after 14 days.

Customer Signature

Date

# Memorandum

**To:** Village Council  
**From:** Administrative Assistant Ranney-Holroyd  
**Date:** 8/25/25  
**Re:** Water/ Sewer Compliance Follow -Up

---

**The following homeowners were sent Compliance Letter and Water/ sewer ordinance February 2025 stating that they had to comply by September 1<sup>st</sup>, 2025. Council had required to be in compliance included having at least started the application for USDA funds, even if funds were not available this year.**

1. 52250 Cherry Lane - Water only – **No responses**
2. 52150 Oak Dr - Water only - **Home owner requested application for Water hook up, and they were provided cost. No other responses**
3. 25450 60<sup>th</sup> Ave - Water only -Have been given Application for Water hook up, and been given Cost, and have proof of applying to USDA for Grant- **in compliance**
4. 57449 Kingdon Dr - Sewer only – \*Reply letter sent from Superintendent Anthony to Homeowners that they still had to comply 2/12/25 – **No responses**
5. 25350 60<sup>th</sup> Ave - Water/sewer- \*Letter asking for variance. Village Manager McGrew replied July 14,2025 via email as to what homeowner needs to do to bring to council. -**No other responses**
6. 24400 60<sup>th</sup> Ave- Water /sewer- **No responses**



# *Mattawan Police Department*

24221 Front Avenue Mattawan, Michigan 49071

Phone: (269) 668-3661 Fax: (269) 668-7057

Email: [police@mattawanmi.com](mailto:police@mattawanmi.com)

---

Jeremy S. Mansfield, Chief of Police

---

To: Manager McGrew

From: Chief Mansfield

Date: August 20, 2025

Re: Lateral Transfer Incentive Program (LTIP)

Manager McGrew,

In your ongoing review of Village operations, the topic of the Department's Lateral Transfer Incentive/Sign-on bonus was identified as needing better documented clear language, standards and expectations, etc. I have drafted a proposal to address the concerns raised, the Collective Bargaining Agreement and areas I believe could use refinements.

The proposal, if adopted, would provide a documented outline of the program, qualifications, schedule and oversight. This also serves to provide safeguards for the program which better protects the Village fiscally, ensures transparency, and understanding. Additionally, serving to better provide uniformity in standard hiring practices-limiting the potential for civil liabilities.

Upon your review and approval of the proposal I would request it be presented to Council for consideration of adoption. If adopted the program would be incorporated into the Department's hiring policies.





# *Mattawan Police Department*

24221 Front Avenue Mattawan, Michigan 49071  
Phone: (269) 668-3661 Fax: (269) 668-7057  
Email: [police@mattawanmi.com](mailto:police@mattawanmi.com)

Jeremy S. Mansfield, Chief of Police

---

## **LATERAL TRANSFER INCENTIVE PROGRAM**

### **Purpose:**

The purpose of the Police Department's Lateral Transfer Program is to aid in the recruitment and retention of department personnel.

### **QUALIFICATIONS:**

To qualify for the Department's Lateral Transfer Program the following criteria will be met:

- The Chief of Police, or their designee, shall make a recommendation for hiring of a prospective employee who may qualify as a Lateral Transfer to the Village Manager with a review of the employee's prior employment to confirm eligibility. The Village Manager shall then decide the applicant's qualification.
- The employee shall be licensed/licensable as a Police Officer by the Michigan Commission on Law Enforcement Standards (MCOLES) by another employer prior to having been employed with the Village.
- The employee is licensed as a Police Officer for the Mattawan Department by MCOLES and maintains the same for duration of program schedule.
- The Chief of Police, or their designee, shall provide a documented review of the employee's performance and make a recommendation to the Village Manager in accordance with the award schedule. The Village Manager shall have authorization to approve an employee's scheduled award after review of the evaluation.
- The Village Manager, working in conjunction with the Chief of Police, shall have the ability to adjust the qualifications standards and award schedule as deemed necessary.
- The Village Manager, working in conjunction with the Chief of Police, may make recommendations to the Village Council for consideration of changes to the increase/decrease in monetary amounts scheduled.

### **Award Schedule:**

The program's schedule of payment/award shall be:

\$2000.00 upon hiring and activation of MCOLES license for our Department.

\$1,5000.00 upon satisfactory completion of FTO or probationary period, whichever comes last.

\$1,5000.00 upon satisfactory completion of 1 year of employment.

Serving with a commitment to our community.

**Resolution of Support  
Michigan Township Participating Plan Grant Application**

**WHEREAS** the **Village of Mattawan** wishes to apply for a Risk Reduction Grant through the Michigan Township Participating Plan (Par Plan) to assist in purchasing/funding **twelve (12) new security cameras**; and

**WHEREAS** the **Village of Mattawan** is seeking a grant contribution of \$2,500.00

**NOW, THEREFORE, BE IT RESOLVED**, that the **Village of Mattawan** supports submittal of an application to the Michigan Township Participating Plan for a **\$2,500.00** grant to assist in funding **twelve (12) new security cameras**.

Motion by \_\_\_\_\_ seconded by \_\_\_\_\_, **President** \_\_\_\_\_ declared the motion adopted. The following voted:

Yeas:

Nays:

Absent:

**RESOLUTION DELCARED ADOPTED**

**CERTIFICATION**

I, Jolie Storm-Artis, **Village of Mattawan** Clerk, hereby certify that the foregoing is a true and original copy of the resolution adopted by the **Village of Mattawan Council** at a **regular council** meeting on **August 26, 2025**, which was held in accordance with the Open Meetings Act of the State of Michigan.

\_\_\_\_\_  
**Jolie Storm-Artis, Village Clerk**

## Jolie Storm

---

**From:** Mason Monroe  
**Sent:** Tuesday, August 12, 2025 1:11 PM  
**To:** Rich McGrew  
**Cc:** Jolie Storm  
**Subject:** Re: Vacant seat for council  
**Attachments:** Mason Monroe 2025 Resume (2).docx

**CAUTION: This email originated from outside the Village of Mattawan. Maintain caution when opening external links/attachments**

Good afternoon,

I am interested in this vacant council seat.

Thank you,

Mason Monroe

<b>Committee</b>	<b>Members</b>
Finance	<b>Jessalyn Stuut, Chair</b> Terron McLean Jon Daniel <i>Spencer Streeter, Alternate</i>
Communications	<b>Spencer Streeter, Chair</b> Jessalyn Stuut Luann Begeman <i>Terron McLean, Alternate</i>
DPW	<b>Terron McLean, Chair</b> Jessalyn Stuut Spencer Streeter <i>*vacant, Alternate</i>
Law Enforcement	<b>*Vacant, Chair</b> Luann Begeman Sara Gurley <i>Jon Daniel, Alternate</i>
Parks & Recreation	<b>Sara Gurley, Chair</b> Terron McLean *Vacant <i>Luann Begeman, Alternate</i>
Policy & Personnel	<b>Luann Begeman, Chair</b> Spencer Streeter Jon Daniel <i>Sara Gurley, Alternate</i>
Zoning & Ordinance	<b>Jon Daniel, Chair</b> *Vacant Sara Gurley <i>Jessalyn Stuut, Alternate</i>

Revised 7/30/25

# Memorandum

**To:** Manager McGrew, Village Council

**From:** Clerk Storm-Artis

**Date:** 8/19/2025

**Re:** MERS Policy Update

---

We have received information that there will be some changes to our MERS retirement plan.

- MERS is changing their policy beginning January 1, 2026 so there is no cap on the contribution amount. They are allowing a minimum contribution requirement.
  - The language in Section 3.15 A-7 will need to change to: ***“Employees hired prior to January 1, 2026: Each Participant is required to contribute a minimum of 3.00%, with a maximum of 6.00 % pretax earnings for the Plan year as a condition of participation in the Plan. Employees hired on or after January 1, 2026: Each Participant is required to contribute a minimum of 3.00%, with a maximum of 99% pretax earnings for the Plan year as a condition of participation in the Plan.*”**
- MERS is also changing how vesting is calculated. Vesting now begins as of the date of hire instead of the Probationary Period end date.
  - The language in Section 3.15 A-8 will need to change to: ***“For vesting purposes, full-time employees the vesting start date is their date of hire or placement into full-time status.”***

Attached is the entirety of all changes to the Retirement Policy, including updates to having MERS as our administrator.

Jolie Storm-Artis

Village Clerk

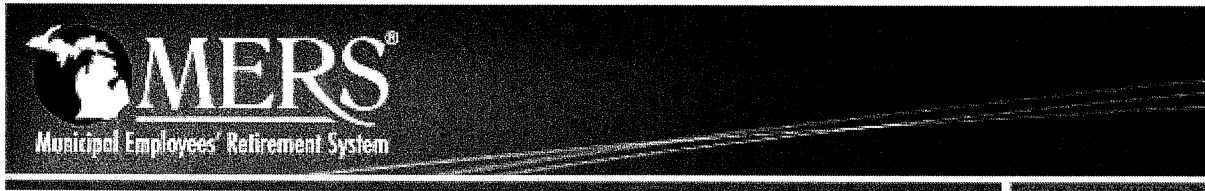
The Village of Mattawan has established a 401 (a) Defined Contribution Plan (the "Plan") administered by Municipal Employees' Retirement System of Michigan (MERS) pursuant to specific provisions of an Adoption Agreement. The Plan manual is available for review in the office of the Village Manager. The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries and subject to the limitations and conditions set forth hereafter:

1. Participation in the plan is mandatory.
2. The Village agrees to provide retirement benefits to each full-time employee who has completed the initial probationary period of ninety (90) days and is at least eighteen (18) years of age.
3. Normal retirement age may be sixty-two (62) years of age.
4. The Village shall contribute on behalf of each Participant 6.00% of earnings for the Plan year (subject to the limitations of the plan).
5. For employees hired prior to January 1, 2026: Each Participant is required to contribute a minimum of 3.00%, with a maximum of 6.00 % pretax earnings for the Plan year as a condition of participation in the Plan.
6. For employees hired on or after January 1, 2026: Each Participant is required to contribute a minimum of the 3.00% with a maximum of 99.00% pretax earning for the Plan year as a condition of participation in the Plan.
7. A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.
8. Earnings as defined under Section 2.09 of the Plan are limited to gross wages which does include overtime.
9. The Village hereby specifies the following vesting schedule:
  - a. Up to three years of service 0% Specified Percent Vesting
  - b. Third year of service 50% Specified Percent Vesting
  - c. Fourth year of service 75% Specified Percent Vesting
  - d. Five or more years of service 100% Specified Percent Vesting
10. For vesting purposes the Period of Service anniversary date shall be the same as their hire date or date of full-time employment.
10. Loans are permitted under the Plan, as provided in the Adoption Agreement.

The Village of Mattawan has established 457 (b) Deferred Compensation Plan (the "Plan") in the form of a 457 Supplemental Retirement Program administered by Municipal Employees' Retirement System of Michigan (MERS). The Plan in its entirety is available for review in the office of the Village Manager. The funds held under the Plan are invested in MERS for the exclusive benefit of eligible employees and their beneficiaries and subject to the limitations and conditions set forth hereafter:

1. Normal retirement age shall be 62 years of age
2. All full-time employees who have satisfactorily completed the required probationary period of ninety (90) days and who have attained the age of eighteen (18) years of age are eligible to participate in the plan.
3. Participation in the plan is voluntary. Federal and State income taxes on contributions are deferred until assets are withdrawn. Contributions cannot exceed Internal Revenue Code maximums.

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## Dear Jolie,

When your municipality joined the MERS Defined Contribution Plan (or Hybrid Plan), you elected to implement a **probationary period**. This meant contributions would not be reported and service toward vesting would not begin until the probationary period concluded.

We are excited to announce an important change that will enhance the benefits available to your employees and improve the overall compliance and efficiency of our plan administration.

## What's Changing?

---

Beginning in the **spring of 2026**, vesting in the DC plan will start on an employee's original date of hire, rather than after the probationary period ends. This means employees will begin to accrue time toward vesting from the moment they are hired, providing them with more immediate access to their retirement savings benefits.

Effective with our transition to Empower, employers will report new hires in the payroll period associated with their hire date, regardless of the probationary period. This ensures that employees can begin to benefit from the DC plan immediately and that MERS is aware of their participation in the plan.

Employees will be able to roll over funds into the DC plan right from the start of their employment and take advantage of Empower's robust financial tools and resources. Empower will notify you when it is time to begin withholding and reporting contributions after the probationary period ends, improving the way you interact with the reporting tool and reducing errors.

## What's Not Changing?

---

You do not begin payroll deductions until the probationary period ends. Employee mandatory (or voluntary) and employer contributions do not get reported until the probationary period has been satisfied.

## Why We're Making This Change

---

Aligning vesting with the hire date is aimed at creating better outcomes for plan participants by enabling them to vest sooner and start managing their retirement savings earlier. This early engagement in their retirement planning fosters a greater sense of security and commitment to saving.

Additionally, this change will improve plan compliance by allowing our recordkeeper to accurately track employee eligibility and automatically determine when contributions should commence. This will streamline the administration of the plan and reduce potential errors related to tracking probationary periods.

# What You Need to Do

---

To ensure a smooth transition to the new policy, we will be asking employers to take the following steps beginning in the **spring of 2026**:

- Begin reporting on all new employees as of their date of hire, regardless of any probationary period they are subject to. This allows for system notifications when each employee becomes eligible to start contributions to the plan.
- For existing employees who have not satisfied the probationary period and you have not yet reported to MERS – please add them to any future payroll report and include their original date of hire. You can still report zero contributions until the probationary period has been satisfied. The Empower system will adjust their time toward vesting once the system goes live.
- Continue to apply your selected probationary period to determine when contributions begin—this aspect of the process remains unchanged.
- Ensure your internal teams are aware that vesting will begin on the hire date, and that employees are eligible to roll funds into the DC plan immediately upon employment.
- Review and update your employee handbook or related onboarding materials to reflect this policy change.

## Questions?

---

Please reach out to Veronica LaBar, your Regional Manager, with any questions.

We believe these changes will significantly enhance the retirement benefits available to your employees and simplify the administration of the DC plan. We appreciate your cooperation in implementing these updates and are here to support you through the transition.

Sincerely,

MERS of Michigan

Like "MERS of Michigan" on Facebook for more retirement planning tips and resources.



You're receiving this newsletter because you're a member of MERS of Michigan.  
This email was sent to [email address suppressed].

Municipal Employees' Retirement System (MERS) of Michigan  
1134 Municipal Way  
Lansing MI 48917

[www.mersofmich.com](http://www.mersofmich.com)  
PH: 800.767.6377

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## Dear Jolie,

When your municipality joined the MERS Defined Contribution Plan (or Hybrid Plan), you elected to offer a **range for required pre-tax employee contributions**. At that time, municipalities were allowed to restrict the range of contribution options available to employees.

As you know, when employees start saving—and how much they save—has the greatest impact on their ability to achieve a secure retirement. As the fiduciary of your retirement plans, MERS is committed to putting the interests of our members first.

## What's Changing?

---

Effective **January 1, 2026**, all MERS Defined Contribution Plans that offer required pre-tax employee contributions ranges will be updated to provide employees with the full range of allowable contribution options.

This means that for all employees hired on or after **January 1, 2026**, the available contribution range will be any whole number between 0% to 99% (or whole dollar amount), subject to the annual IRS limits.

## How This Impacts Your Municipality

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### Current Employees

This change does **not** impact existing employees or any previously elected contribution rates. It will only impact new enrollments for those employees newly eligible for a retirement plan with your municipality.

MERS' DC plan is a 401(a) plan. This type of plan is prohibited by the IRS from including **elective pre-tax** employee contributions similar to what is common in private sector 401(k) plans and 457(b) deferred compensation plans. To ensure that employee contributions to 401(a) defined contribution plans are not considered taxable income to the employee, the law provides that a governmental entity can "pick-up" employee contributions. To allow for this "pick-up", the employee is limited to making an election that is:

- Exercised one-time only
- Made when the employee is first eligible to participate in any retirement plan of the governmental employer
- Is irrevocable

### Default Employee Contribution Rate

This is the contribution rate that applies if an employee fails to make an election or is transferred into this division.

- If you have a default employee contribution rate on file, this change will **not** affect your municipality's default contribution rate.
- If you do **NOT** have a default employee contribution rate on file, your municipality's default rate will be **10%**, effective **January 1, 2026**. To make changes to this default percentage, please contact your MERS Benefit Plan Coordinator, #VALUE!, to complete the necessary paperwork.

## Employer and Matching Contributions

This change will **not** affect your current employer contribution or matching structures (including if you offer a match with 457 contributions). For example, if your municipality matches employee contributions dollar-for-dollar up to 5%, that cap will continue to apply. **If your municipality has not yet established a cap on matching contributions, we encourage you to do so before this change takes effect.**

Please note for plans that match employer 401(a) contributions to voluntary employee contributions to a 457(b) plan, employer contributions may still vary based on the employee's voluntary contributions. In other words, as employees adjust their 457 contributions, the employers' DC contributions may fluctuate.

## Collective Bargaining Agreements (CBAs)

We recognize that some CBAs may specify a range of employee contributions. As of the effective date in this notice, MERS will no longer administer or enforce contribution limits included in CBAs. We recommend notifying new hires that such provisions are no longer applicable and revisiting those agreements during your next bargaining cycle. You may also wish to review and update your employee handbooks and benefit summaries to reflect this change.

Your MERS Benefit Education Specialist, Angie Schrauben, is available to support you and your employees—including union representatives—with education and guidance on these required updates.

## Questions?

---

Please reach out to #VALUE!, your Benefit Plan Coordinator, with any questions.

Thank you for your continued partnership. We remain committed to supporting you and your employees in building a path to a secure retirement.

Sincerely,

MERS of Michigan

Like "MERS of Michigan" on Facebook for more retirement planning tips and resources.



You're receiving this newsletter because you're a member of MERS of Michigan.  
This email was sent to [email address suppressed].

Municipal Employees' Retirement System (MERS) of Michigan  
1134 Municipal Way  
Lansing MI 48917

[www.mersofmich.com](http://www.mersofmich.com)  
PH: 800.767.6377

[Forward this email to a friend](#) .

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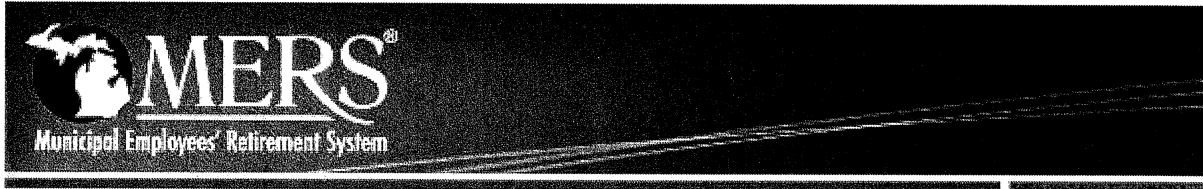


### **Unsubscribe**

You can update the type of communications you receive from MERS in the [Contact Management tool](#) found within the employer portal. If you don't have access to the Contact Management tool, please work with the person who is assigned as the Primary Contact with MERS to edit your preferences.

The information contained in this message is being made available as a public service. The information is not intended to constitute legal or investment advice, or to replace official versions of that information. Benefit Estimates or Service Credit Purchase estimates requested through this message are not official descriptions of any benefits, and do not represent a promise by MERS to provide any benefit(s) to any person(s). No one can detrimentally rely upon the information provided in, or requested through this message. MERS reserves the right to correct any errors, and presents this information without warranties, express or implied, regarding the information's accuracy, timeliness or completeness. If you believe the information is inaccurate, out-of-date, or incomplete, or if you have problems accessing or reading the information, call MERS at 800.767.6377. [Unsubscribe](#) . [Privacy Policy](#).

Having trouble viewing this email? [View it in your browser.](#)



**Dear Jolie,**

We previously communicated changes impacting your pre-tax employee contribution ranges in one or more of your MERS Defined Contribution Plan (or Hybrid Plan) divisions and want to provide some clarification. You can review the original email [here](#).

## **What's Changing?**

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Effective January 1, 2026, all MERS DC plans that allow a one-time election of pre-tax employee contribution ranges will be updated to give employees access to the full range of allowable contribution options.

This means that for **all employees hired on or after January 1, 2026**, they may elect to contribute up to 99% or the IRS limit (whichever is lower). As a reminder, this is a one-time election and may only be made when the employee is first eligible for the plan. See the [DC Mandatory Employee Contribution Guide](#) for additional information and example scenarios.

## **Impact on Your Contribution Structure**

---

Your municipality may continue to require a minimum contribution amount. This required contribution will remain in place, and only the one-time elective contribution option will be changing.

**Using your current range, we will automatically map your lowest contribution option to be your required fixed contribution. This means employees hired after January 1, 2026, will need to contribute at least this amount, with the ability to make an additional one-time elective contribution up to 99%, or the IRS limit.**

This required contribution will be the division's default contribution rate — the rate that employees must contribute if they fail to make an election or in certain transfer/rehire situations — unless your municipality has defined the default rate as something different.

## **Questions?**

---

See the [DC Mandatory Employee Contribution Guide](#) for additional information, or reach out to your Benefit Plan Coordinator, Karima LaJoie, with any questions.

Thank you for your ongoing collaboration. We are proud to partner with you in creating a strong foundation for retirement security.

Sincerely,

MERS of Michigan

Like "MERS of Michigan" on Facebook for more retirement planning tips and resources.



You're receiving this newsletter because you're a member of MERS of Michigan.  
This email was sent to [email address suppressed].

Municipal Employees' Retirement System (MERS) of Michigan  
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# Michigan's Certified Public Manager Program

Saginaw Valley State University is home to the only public manager program accredited by the National Certified Public Manager Consortium®. This program is great leadership training for public service employees, in leadership roles and elected officials. The program consists of nine (9) curriculum competencies covered in a 10-month period that is delivered through a convenient hybrid course format; specifically designed for the busy professional in mind.

## Cohort 19 Application is Available!

*To Apply for this Cohort Click here: [2025-2026 Michigan CPM - Cohort 19](#)*

*Space is limited and the first consideration for admission to the program will go in order of when applications are received.*

### What?

A 308-hour accredited management training and certification program that provides a comprehensive course of study, built on recognized public management theories, tools, and best practices; and trains managers to apply these theories and practices to the challenges they face as individuals and leaders in the service of the public.

### General Information:

**Cohort 19 applications are currently available by clicking the link above. Applications will be accepted until the cohort is at capacity. If capacity is reached before fall, an option to hold an additional fall cohort will be visited. Cohort 18 is currently closed for registration and is underway.**

The Michigan CPM Program is delivered using a hybrid format as follows:

### Tentative Cohort 19 Schedule:

#### When?

Friday, October 17, 2025  
Friday, November 21, 2025  
Friday, December 12, 2025  
Friday, February 20, 2026  
Friday, March 20, 2026  
Friday, April 17, 2026  
Friday, May 15, 2026

#### Where?

In-Person  
Virtual  
In-Person  
Virtual  
In-Person  
Virtual  
In-Person

#### How?

5 face-to-face lectures  
5 virtual lectures  
Hands-on participation and discussion  
Selected reading assignments to align  
A capstone project and presentation  
A graduation ceremony

**When?**

Friday, June 19, 2026

Capstone Presentations

**Where?**

In-Person

**How?**

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Friday, October 17, 2025

Friday, November 21, 2025

Friday, December 12, 2025

**Where?**

In-Person

Virtual

In-Person

**How?**

5 face-to-face lectures

5 virtual lectures

Hands-on participation and discussion



**When?**

Friday, February 20, 2026

Friday, March 20, 2026

Friday, April 17, 2026

Friday, May 15, 2026

Friday, June 19, 2026

Capstone Presentations

**Where?**

Virtual

In-Person

Virtual

In-Person

In-Person

**How?**

Selected reading assignments to align

A capstone project and presentation

A graduation ceremony

**Who Should Attend?**

**The Michigan CPM Program is appropriate for a wide range of persons in public service careers, as well as persons in leadership roles who are seeking management training, including:**

- Persons with some, and even considerable, experience in the public sector who can benefit from the conceptual foundation and analytical framework provided by the program
- Persons whose interests lie primarily in the nonprofit sector given its public service orientation
- Elected officials, middle managers, professionals who have program management responsibilities but may not supervise employees directly, and supervisors of professional staff – e.g., firefighters, law enforcement, public health care officials, public works, and other personnel from state and local government agencies
- Administrative personnel in universities, advocacy, grant-making, and civic organizations

**Program Cost**

The total cost for the course is **\$2,995.00**.

\* Payment options including delayed billing are available for the FY 24-25 season.

**Benefits**

Starting in the academic year (August 2018), anyone who completes the CPM training program (and produces proof of completion for Cohort 9 or newer) will be granted 6 credits (two classes) toward the Master of Public Administration Program. The candidate will need to apply for the MPA program and be successfully admitted before granting the 6 credit hours. For more information on SVSU's MPA program visit <https://www.svsu.edu/mpa/>

**Cancellation and Refund Policy**

## Michigan Certified Public Manager® (MCPM) Program Refund Policy

Students who withdraw from the program up to two weeks before classes start will receive a refund of the program fees paid less a \$300 cancellation charge. Students withdrawing after this, but before the start of the first class may receive a refund of the program fees less \$600. Students withdrawing from the programs after the start of the first class but before completing the first online course may transfer to the next scheduled program offering but their program fees will not be refunded.

Students who enroll in a payment plan are obligated to pay the full course fee if they cancel at any time after the two-week deadline or after the start of the course. Students will be allowed to transfer to the next scheduled MCPM® course.

- All transfers into future courses are accepted with a ~9% transfer fee calculated from the original registration costs. Transfers are also subject to the availability of spots in the future course.



## Michigan Township Participating Plan

### TRAINING, CERTIFICATION AND ACCREDITATION PROGRAM APPLICATION

Name of Entity:	Village of Mattawan		
Entity Address:	24221 Front Ave		
	<i>Street</i>		
	Mattawan	MI	49071
	<i>City</i>	<i>State</i>	<i>Zip</i>
	Van Buren		
	<i>County</i>		
Entity Telephone Number:	269-668-2128		
Entity E-mail Address:	rmcgrew@mattawanmi.com		
Primary Contact's Name:	Rich McGrew		
	269-668-2128	rmcgrew@mattawanmi.com	
	<i>Phone Number</i>	<i>Email</i>	
Are previously awarded TCAP projects completed and closed?	No		

Complete description of training, certification or accreditation including the names of those registering:  
Feel free to attach any corresponding documents.

Michigan's Certified Public Manager Program, Richard McGrew  
Village Manager.



# Michigan Township Participating Plan

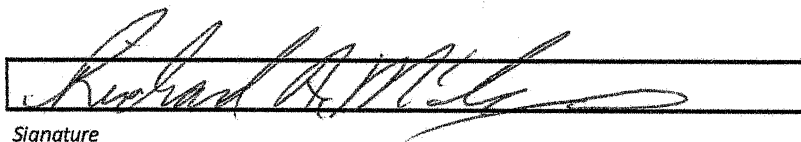
Total Cost of Tuition/Registration: **\$2,995**

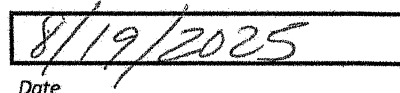
Anticipated days to complete: **June 2026**

Describe the educational goals and plan of action or activities to be used in accomplishing the goals, objectives and expected results:

**Educational Goals**  
Theoretical Understanding  
Equip participants with a solid foundation in recognized public management theories and frameworks.  
Practical Application  
Enable managers to apply theoretical concepts to real-world public sector challenges.  
Leadership Development  
Foster essential leadership skills that enhance individual and team performance in public service.  
Best Practices Integration  
Introduce best practices for effective management, decision-making, and strategic planning.  
Ethical Governance  
Emphasize the importance of ethics and accountability in public management.  
Plan of Action and Activities  
1. Core Curriculum Development  
Modules: Design modules that cover key areas such as public policy analysis, performance management, ethical governance, and crisis management.  
Delivery Method: Use a blend of lectures, case studies, and interactive workshops.  
2. Workshops and Seminars  
Facilitated Discussions: Organize workshops focused on specific challenges faced by public sector managers.  
Guest Speakers: Invite experienced public leaders to share insights and real-world scenarios.  
3. Practical Exercises  
Simulation Activities: Implement role-playing and simulations to mimic real-life public management scenarios.  
Group Projects: Encourage collaborative projects that require problem-solving and strategic planning.  
4. Mentorship Program  
Pairing with Experienced Leaders: Establish a mentorship program where participants are paired with seasoned public managers for guidance and support.  
5. Assessment and Feedback  
Regular Assessments: Conduct quizzes, presentations, and peer evaluations to assess understanding and application of knowledge.  
Feedback Sessions: Provide opportunities for participants to receive feedback on their performance and areas for improvement.  
6. Capstone Project  
Real-World Application: Require participants to complete a capstone project that addresses a specific public management issue within their organization, applying the theories and practices learned throughout the program.  
Expected Results  
Enhanced Knowledge: Participants will demonstrate a comprehensive understanding of public management theories and practices.  
Improved Skills: Graduates will exhibit enhanced leadership, decision-making, and problem-solving skills.  
Increased Ethical Awareness: Participants will recognize the importance of ethics in public service and apply ethical considerations in their work.  
Networking Opportunities: Build a professional network among participants and mentors, fostering collaboration and support in public management.  
This structured approach ensures that the training program not only imparts knowledge but also equips participants with the tools needed to effectively lead and manage in the public sector.

**I Acknowledge that I have submitted the required supporting documents including, but not limited to;  
copy of tuition statement/registration form**

  
Signature

  
Date

# **Educational Goals**

- 1. Theoretical Understanding**
  - Equip participants with a solid foundation in recognized public management theories and frameworks.
- 2. Practical Application**
  - Enable managers to apply theoretical concepts to real-world public sector challenges.
- 3. Leadership Development**
  - Foster essential leadership skills that enhance individual and team performance in public service.
- 4. Best Practices Integration**
  - Introduce best practices for effective management, decision-making, and strategic planning.
- 5. Ethical Governance**
  - Emphasize the importance of ethics and accountability in public management.

# **Plan of Action and Activities**

## **1. Core Curriculum Development**

- **Modules:** Design modules that cover key areas such as public policy analysis, performance management, ethical governance, and crisis management.
- **Delivery Method:** Use a blend of lectures, case studies, and interactive workshops.

## **2. Workshops and Seminars**

- **Facilitated Discussions:** Organize workshops focused on specific challenges faced by public sector managers.
- **Guest Speakers:** Invite experienced public leaders to share insights and real-world scenarios.

## **3. Practical Exercises**

- **Simulation Activities:** Implement role-playing and simulations to mimic real-life public management scenarios.
- **Group Projects:** Encourage collaborative projects that require problem-solving and strategic planning.

## **4. Mentorship Program**

- **Pairing with Experienced Leaders:** Establish a mentorship program where participants are paired with seasoned public managers for guidance and support.

## **5. Assessment and Feedback**

- **Regular Assessments:** Conduct quizzes, presentations, and peer evaluations to assess understanding and application of knowledge.
- **Feedback Sessions:** Provide opportunities for participants to receive feedback on their performance and areas for improvement.

## 6. Capstone Project

- **Real-World Application:** Require participants to complete a capstone project that addresses a specific public management issue within their organization, applying the theories and practices learned throughout the program.

## Expected Results

- **Enhanced Knowledge:** Participants will demonstrate a comprehensive understanding of public management theories and practices.
- **Improved Skills:** Graduates will exhibit enhanced leadership, decision-making, and problem-solving skills.
- **Increased Ethical Awareness:** Participants will recognize the importance of ethics in public service and apply ethical considerations in their work.
- **Networking Opportunities:** Build a professional network among participants and mentors, fostering collaboration and support in public management.

This structured approach ensures that the training program not only imparts knowledge but also equips participants with the tools needed to effectively lead and manage in the public sector.

# Memorandum

**To:** Village Council  
**CC:** Manager McGrew  
**From:** Superintendent Anthony  
**Date:** 8/21/2025  
**Re:** Approval to Proceed with Purchase – Concord Farms Phase 3

---

Last month, I spoke with our ETNA Supply salesman and arranged to place a hold on 36 meters and 36 MXUs, as Sensus was offering a 20% discount at the time. This discount has been applied, bringing the total cost of the order to **\$12,960.00**.

I will still need to get pricing on brass and meter “U” Branches for the development.

Total Budget is \$65,000.



# *Mattawan Police Department*

24221 Front Avenue Mattawan, Michigan 49071

Phone: (269) 668-3661 Fax: (269) 668-7057

Email: [police@mattawanmi.com](mailto:police@mattawanmi.com)

---

Jeremy S. Mansfield, Chief of Police

---

To: Manager McGrew

From: Chief Mansfield

Date: August 20, 2025

Re: Department's Server

Manager McGrew,

As you are aware the department's computer server has been experiencing failures. These failures have been noted by monitoring conducted by our IT provider and by staff. These failures have become much more frequent in occurrence. Currently, the server has been down for several days.

In meeting with you and an IT representative we learned the server is several years past its service life. IT presented two different options for replacement of our current server: a physical in-house server or a cloud-based server option.

We have received the formal quote for a cloud-based server and still await the formal quote for the physical server-which include purchase and installation. The IT representative has provided a "ballpark" figure around \$25,000 for a physical server. In comparing the initial and yearly costs of the two options over a seven-year life span, a physical server will be the most cost-effective option. A cloud-based system would be nearly double the costs of a physical server.

Any change to the department's server requires the pre-approval of the Michigan State Policy CJIS Information Security Officer. This requires the department and vendor to submit the proposed system's encryption, security protocols, build, access and control meet the necessary requirements are met.

The time involved in procuring a server, in-house or cloud, and the necessary approvals is likely a two-to-three-month process-after one is selected. Given the essential need of a working server, and the considerations listed above I would request the matter presented to Village Council.

With your permission I would like to request authorization from Village Council for the purchase of a new server, associated expenses for installation, not to exceed \$25,000 and requiring your approval prior to purchase. This is not a budgeted item and would be taken from the Department's Capital Improvement Fund.





Scott J. Alexander  
Senior Director – External Affairs  
2260 E. Imperial Highway  
El Segundo, California 90245  
(214) 202-3185  
scott.alexander@directv.com

August 21, 2025

**Via e-mail delivery**

Village of Mattawan, MI

Dear Village Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Village of Mattawan, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the Village of Mattawan, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 0.0%.

Please feel free to contact me with any questions about the agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Scott J. Alexander". The signature is fluid and cursive, with a long horizontal line extending from the end.

Scott J. Alexander  
Senior Director – External Affairs

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Mattawan, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0.00%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0.00 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is N/A % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.



## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

### **Village of Mattawan:**

### **DIRECTV, LLC**

24221 Front Ave

---

2260 E. Imperial Highway

---

Mattawan, MI 49071

---

El Segundo, California 90245

---

Attn: Village Manager  
Cc: Village Clerk

---

Attn: LEGAL / EXTERNAL AFFAIRS  
Scott J. Alexander, Senior Director – External Affairs

---

E-Mail Address(es):

E-Mail Address: scott.alexander@directv.com

---

[rmcgrew@mattawanmi.com](mailto:rmcgrew@mattawanmi.com)  
[jstorm@mattawanmi.com](mailto:jstorm@mattawanmi.com)

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**Village of Mattawan, a Michigan municipal corporation**

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

**DIRECTV, LLC, a California limited liability company**

By



Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

**FRANCHISE AGREEMENT**  
*(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

## **ATTACHMENT 1**

### **UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)**

(Form must be typed)

Date: August 21, 2025		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

#### **Company executive officers:**

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

#### **Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]


[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

**For All Applications:**

***Verification  
(Provider)***

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i> Brian M. Regan, Senior Vice President and Assistant Secretary	
<i>Signature:</i> 	<i>Date:</i> August 21, 2025

***(Franchising Entity)***

**Village of Mattawan, a Michigan municipal corporation**

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date



# BRONNER'S COMMERCIAL DISPLAY

25 Christmas Lane • P.O. Box 176  
Frankenmuth, MI 48734-0176 U.S.A.

800-544-6635  
FAX 989-652-8678

www.bronnerscommercial.com

## SALES ORDER

PAGE 1 of 1

**Bill To:**

Tom Anthony  
TOM ANTHONY  
VILLAGE OF MATTAWAN  
24221 FRONT AVENUE  
MATTAWAN MI 49071  
United States

**Ship To:**

TOM ANTHONY  
VILLAGE OF MATTAWAN  
24221 FRONT AVENUE  
MATTAWAN MI 49071  
United States

<b>Order Date:</b>	08/21/2025	<b>Customer#:</b>	2000497935	<b>Salesperson:</b>	Craig Fick
<b>Cust. PO#:</b>	DDA8212025	<b>Sales Order#:</b>	SO866511	<b>Ordered By:</b>	TOM ANTHONY
<b>Terms:</b>	Net 30	<b>Estimate#:</b>			

Item	Item Note	Order	Price	Total
COM1222-NC JOSEPH WITH LANTERN AND STAFF - NATURAL		1	2,495.00	2,495.00
COM1223-NC INFANT JESUS IN CRIB - NATURAL		1	1,395.00	1,395.00
COM1221-NC MARY KNEELING 4' - NATURAL		1	2,195.00	2,195.00
COM1261 COLLAPSIBLE WOOD STABLE LARGE		1	1,495.00	1,495.00
COM1806 SANTA'S MAILBOX		1	780.00	780.00

**Comments:**

F.O.B. BRONNERS  
\*  
SHIPPING ADDED TO FINAL INVOICE  
\*

<b>Subtotal:</b>	8,360.00
<b>Shipping:</b>	TBD
<b>Sales Tax:</b>	0.00
<b>TOTAL:</b>	8,360.00

Thank you for your order!

If you have any question regarding this order, please call our Commercial Sales Division @ 1-800-544-6635. No return without written authorization. All claims must be made within 10 days after receipt of goods. Finance charge of 1 1/2 % per month, 18% per annum on overdue accounts. 15 % restocking charge on all returned or cancelled orders. All shipping costs are the responsibility of the customer.

# Memorandum

**To:** Village Council  
**CC:** Manager McGrew  
**From:** Superintendent Anthony  
**Date:** 8/21/2025  
**Re:** Flygt Pump Repair – Silvergrass Lift Station #6

---

One of the Flygt pumps at the Silvergrass Lift Station has failed and requires repair. The necessary repairs include replacement of the upper and lower mechanical seals, upper and lower gearings, and an O-ring kit.

Kennedy Industries, the sole authorized supplier for Flygt pumps in Michigan, has provided a repair quote totaling **\$6,545.00**. For comparison, the cost of a new pump is approximately **\$12,000.00**.

Funding for this repair will be allocated from the **Sewer Repair and Maintenance Fund**.

## Jolie Storm

---

**From:** Kalli Marshall <resourcerecovery@vanburencd.org>  
**Sent:** Thursday, August 21, 2025 12:58 PM  
**Cc:** Emily Hickmott; Jacob Diljak  
**Subject:** Materials Management Working Groups  
**Attachments:** Working Group.png

**CAUTION: This email originated from outside the Village of Mattawan. Maintain caution when opening external links/attachments**

Good afternoon!

The Southwest Michigan Materials Management Planning Committee (MMPC) is seeking community members and professionals to join working groups that will help guide the development of updated county Materials Management Plans for Berrien, Cass, and Van Buren Counties.

These plans, required under recent updates to Michigan's Natural Resources and Environmental Protection Act (Part 115), focus on waste reduction, recycling, composting, and other waste diversion practices.

### **Working Groups Available:**

- County Working Groups (Berrien, Cass, Van Buren): Draft county-specific goals and decide on future recycling and waste management strategies.
- Policy Working Group: Research funding options, ordinances, and long-term policies to strengthen recycling and organics programs.
- Education Working Group: Develop public education campaigns and identify learning opportunities to support sustainable materials management practices.

Working groups will meet monthly or every other month depending on need. Each working group will choose a spokesperson to coordinate with the Southwest Michigan Materials Management Planning Committee and share meeting summaries. Members will be eligible for a per diem for each meeting they are in attendance.

**How to Get Involved:** Fill out the interest form at [www.surveymonkey.com/r/MaterialsManagementWG](https://www.surveymonkey.com/r/MaterialsManagementWG).

Deadline to submit forms: September 22, 2025 at 12:00 p.m.

Contact: Bekah Schrag  
Associate Planner Southwest Michigan Planning Commission  
269-925-1137 x 1521  
[schragb@swmpc.org](mailto:schragb@swmpc.org)


You can also reach out to me with any questions. I currently serve as the chairperson of the committee and am planning to participate in at least one of the working groups. I appreciate your interest and hope we get to work together.

Thank you,

## Kalli Marshall




Recycling & Material Management Coordinator | Van Buren Conservation District

 035 E. Michigan Ave., Paw Paw, MI 49079

 Cellphone: 269-633-9314 | Office: 269-657-4030 x5

*In 10 minutes, you can influence local conservation – [take the survey](#) and make an impact!*

Stay Connected – VBCD links here

		
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# Help Shape Southwest Michigan's Sustainability Future – Join a Working Group

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## Working Groups Available:

- County Working Groups (Berrien, Cass, Van Buren): Draft county specific goals and decide on future recycling and waste management strategies
- Policy Working Groups: Research funding options, ordinances, and long-term policies to strengthen recycling and organics programs
- Education Working Groups: Develop public education campaigns and identify learning opportunities to support sustainable materials management practices

## How to Get Involved

Fill out the interest form at:

[www.southwestmichigan.org/MaterialsManagementWG](http://www.southwestmichigan.org/MaterialsManagementWG)

**Deadline to submit forms: September 22, 2025 at 12:00 p.m.**

SCAN ME

