

DANIEL J. RUZICK, Supervisor  
CHANTEL REYNA, Clerk  
BONNIE OSBORNE, Treasurer  
BRUCE T. CUTTING, Trustee  
PHIL TARCHALA, Trustee

**ANTWERP TOWNSHIP**  
**24821 FRONT AVENUE**  
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Office Hours:  
Mon., Wed., Thurs.  
7:00 a.m. – 5:00 p.m.  
Tuesday: 7:00 a.m. – 6 p.m.  
Friday: Closed  
Closed for lunch M, T, W, Th  
11:30 a.m. – 12:00 p.m.

April 1, 2026

Members of the Van Buren District Library Board,

Wayne Rendell, Chair of the Board,

On behalf of the Antwerp Township Board, I am writing in response to the addendum provided by the Van Buren District Library and received via email on March 26, 2026.

We acknowledge and appreciate the library's effort to address maintenance funding for the library premises through this proposed addendum. However, after careful review, it is the clear majority position of the Antwerp Township Board that the proposed addendum is not sufficient to address the long-term financial realities and obligations associated with the facility.

Since providing formal notice in December 2025, the Township has repeatedly requested to engage in discussions toward a new, comprehensive agreement. In that context, the Board is disappointed that the current response from the library is limited to an addendum rather than a full contractual framework that addresses the broader issues previously identified.

As you are aware, the Township has borne the responsibility for maintaining the library building and its systems for many years. Notably, the Van Buren District Library has not made meaningful contributions toward these facility costs for over five (5) years. This ongoing imbalance is not sustainable and must be corrected through a comprehensive and enforceable agreement.

The addendum's reliance on discretionary contributions—up to \$25,000 in 2026 and \$7,500 in subsequent years, subject entirely to Library discretion—does not provide the certainty or adequacy required to meet actual maintenance demands, capital needs, or long-term planning obligations.

As previously presented in the Township's March 11, 2026, proposal (attached), a fair and sustainable framework exists. That proposal established a uniform, market-informed funding model based on square footage, identifying a discounted public library rate of \$5.00 per square foot, resulting in an annual contribution of approximately \$33,400 for the 6,680 square foot facility. This approach more accurately reflects the true cost of maintaining the facility and provides the predictability necessary for responsible stewardship.

Additionally, while the capital maintenance projections outlined in the Township's 10-year plan are estimates, the Board believes they are reasonably accurate and not materially overstated. To further validate these figures, the Township is actively obtaining proposals and cost estimates from qualified contractors to confirm and refine projected expenses. This process will provide additional transparency and reinforce the need for a stable and adequately funded capital plan.(attached)

Furthermore, the Board emphasizes that any future agreement must include the establishment of a dedicated capital fund to address the documented 10-year capital improvement plan. Without such a mechanism, the Township—and its taxpayers—remain exposed to significant financial risk associated with major repairs and system failures.

We must also underscore that the June 14, 2026, deadline for reaching an agreement is rapidly approaching. While the Township is fully committed to maintaining library services for the community and does not intend to pursue eviction of the Library on June 15, 2026, this should not be interpreted as acceptance of the current arrangement or continued indefinite subsidy of facility costs.

Rather, it is the Township's firm's position that a new agreement must be finalized that secures stable, adequate, and predictable funding from the Van Buren District Library. Continued occupancy of the facility must be supported by a fair financial partnership that reflects actual costs and shared responsibility.

Given the importance and complexity of these issues, the Antwerp Township Board supports engaging a neutral third-party mediator and has reached out to the Michigan Library Association to assist in facilitating discussions or mutually agreeable mediator.

Please also be advised that the Antwerp Township Board will be meeting in April to formally confirm its rejection of the proposed addendum and to determine next steps regarding a new agreement.

The Township remains committed to working collaboratively toward a solution that ensures continued library services while also protecting the financial interests of its residents, and we are hopeful that the Van Buren District Library Board will agree to participate in a third-party mediation process to help achieve a fair and comprehensive agreement.

We look forward to your prompt response and to continued discussions.

A handwritten signature in black ink, appearing to read 'DRUZICK', with a stylized flourish at the end.

Daniel J. Ruzick  
Supervisor  
Antwerp Township  
Email: [druzick@antwerptownshipmi.gov](mailto:druzick@antwerptownshipmi.gov)  
269-668-2615 ext. 215

Cc: Lawrence Township  
Covert Township  
Bloomingdale Township  
City of Gobles  
Pine Grove Township  
Van Buren County Board of Commissioners

## FIRST ADDENDUM TO BRANCH LIBRARY AGREEMENT

This First Addendum ("Addendum") to the Branch Library Agreement (the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the Van Buren District Library, of 200 Phelps Street, Decatur, Michigan 49045 (the "District Library" or "Library District"), and \_\_\_\_\_, of \_\_\_\_\_ ("Local Unit"). The parties agree:

1. The parties are parties to the Agreement dated \_\_\_\_\_, \_\_\_\_\_. The parties wish to add a provision to the Agreement as set forth in this Addendum.
2. The parties add new section 3. \_\_\_\_ to the Agreement as follows:

"3. \_\_\_\_ Notwithstanding Section 3.1, for calendar year 2026, the District Library may, in its sole discretion, contribute an amount not to exceed \$25,000 for maintenance costs associated with operating the Library Premises ("Maintenance Funds"). In any subsequent calendar year in December, the District Library may, if funds are available, contribute an amount not to exceed \$7,500 in Maintenance Funds. Maintenance Funds paid by the District Library to the Local Unit may only be used for costs incurred to maintain the Library Premises and for any other lawful library purpose in compliance with Public Act 24 of 1989, as amended, also known as the District Library Establishment Act. "Maintenance of the Library Premises" is defined as an expenditure intended solely to repair, restore, sustain, beautify, or improve the library facility and its grounds including lawns, gardens, landscaping, and adjacent entry or egress zones, paths, or routes including parking areas and walkways. Beginning in 2028, if the payment is made, it shall be increased in accordance with inflation as measured by the Consumer Price Index since the previous payment was made by the Library District, or 3% annually since the previous payment was made by the Library District, whichever is less. The Local Unit may also hold the Maintenance Funds until the Local Unit needs the Maintenance Funds for maintenance work on the Library Premises as defined in this Addendum or other lawful library purposes in compliance with Public Act 24 of 1989 as amended. If more than one (1) Local Unit is a party to this Agreement, the Local Units direct the Library to remit any Maintenance Funds to \_\_\_\_\_, who will be responsible for maintaining financial and other records related to the funds. The District Library or its representatives may at any time ask the Local Unit for, and the Local Unit will produce, documents such as paid receipts, financial ledgers, and bank statements to substantiate that the expenditure of all Maintenance Funds are in compliance with this Addendum and with Public Act 24 of 1989, as amended.

While it is the intention of the Library District to remit maintenance funds annually, the parties understand that with changing economic variables, climate, potential funding challenges, or other financial commitments, the

District Library may not pay Maintenance Funds for the Library Premises in any given year, and such non-payment will not be considered a breach of this Agreement.

3. Capitalized terms not defined in this Addendum have the meaning given the terms in the Agreement.
4. This Addendum may be executed in counterparts, which taken together constitute one Addendum. Electronic signatures on this Addendum have the same force and effect of original signatures.
5. Except as specifically modified in this Addendum, the terms of the Agreement remain in full force and effect.

**VAN BUREN DISTRICT LIBRARY**

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

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

Its: \_\_\_\_\_

**LOCAL UNIT**

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

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

Its: \_\_\_\_\_

**LOCAL UNIT**

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

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

Its: \_\_\_\_\_

**LOCAL UNIT**

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

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

Its: \_\_\_\_\_

# CAPITAL IMPROVEMENT FUND PROPOSAL

## Property: Municipal Building (Library Occupied)

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### 1. Purpose

This proposal establishes a structured Capital Improvement Fund to ensure the long-term maintenance, repair, and replacement of major building systems. The goal is to prevent large, unexpected expenditures and to maintain the building in safe and functional condition.

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### 2. Property Overview

- Building Size: 6,680 sq ft
  - Year Built: 2002
  - Current Age: 24 years
  - Primary Occupant: Library (100% occupancy)
  - Ownership/Stakeholder: Township
- 

### 3. Major Capital Components

The following major systems have been identified along with estimated replacement costs, useful life, and current age:

| Component                        | Useful Life | Current Age | Estimated Replacement Cost | Cycle      |
|----------------------------------|-------------|-------------|----------------------------|------------|
| Roof                             | 20-25 years | 24 years    | \$90,000                   | Long-term  |
| Furnaces (5 units)               | 15-20 years | 20-24 years | \$30,000                   | Medium     |
| Air Conditioning Units (5 units) | 12-15 years | 15-20 years | \$30,000                   | Medium     |
| Windows (19 total)               | 25-30 years | 24 years    | \$77,000 – \$105,000       | Long-term  |
| Entrance Doors (2)               | 20 years    | 24 years    | \$20,000                   | Medium     |
| Carpet                           | 5-7 years   | Varies      | \$15,000                   | Short-term |

| Component                    | Useful Life | Current Age | Estimated Replacement Cost | Cycle      |
|------------------------------|-------------|-------------|----------------------------|------------|
| LED Lighting                 | 10-15 years | Varies      | \$12,000                   | Medium     |
| Painting (interior/exterior) | 5-7 years   | Varies      | \$18,000                   | Short-term |

#### 4. Annual Capital Reserve Requirement

To adequately fund anticipated capital improvements, the following annual contributions are required:

- Low Scenario: \$29,000 per year
- High Scenario: \$32,000 per year

Recommended Planning Range: \$30,000 – \$35,000 annually

#### 5. Cost Sharing Structure (50/50 Split)

It is proposed that both the Township and the Library contribute equally to the Capital Improvement Fund regardless of building occupancy.

##### Annual Contributions

- Library: \$14,500 – \$16,000
- Township: \$14,500 – \$16,000

##### Monthly Contributions

- Library: \$1,250 – \$1,350
- Township: \$1,250 – \$1,350

#### 6. Fund Management

- Funds shall be deposited into a dedicated Capital Improvement Reserve account.
- The account shall be used exclusively for major repairs and replacements.
- Withdrawals should be approved by both the Township and Library (or governing body).
- Annual review of funding levels is recommended to adjust for inflation and changing conditions.

## **7. Implementation Timeline**

- Begin funding immediately upon approval.
  - Maintain consistent monthly contributions.
  - Review condition of major systems annually.
  - Update cost estimates every 3–5 years.
- 

## **8. Benefits of the Plan**

- Eliminates large unexpected capital expenses
  - Provides predictable budgeting for both parties
  - Extends the useful life of the building
  - Ensures continued safe and reliable operation
- 

## **9. Summary**

This proposal recommends establishing a jointly funded Capital Improvement Reserve of approximately \$30,000–\$35,000 annually, shared equally between the Township and the Library. This structured approach ensures long-term financial stability and proper stewardship of the building asset.

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The commercial lease rate in Mattawan, Michigan (West Michigan) varies by property type, but current listings and market data give a good benchmark range.

Typical Commercial Lease Rates – Mattawan, MI

Property Type Typical Lease Rate (per sq ft / year)

Retail / Storefront \$14 – \$16 / sq ft

Office \$15 – \$17 / sq ft

Industrial / Warehouse \$7 – \$10 / sq ft

Retail space in Mattawan averages about \$15 per square foot annually.

Office space listings in the area are typically around \$17 per square foot.

Current listings show spaces at \$14–\$17/sq ft in local developments such as McGillen's Crossing and Red Arrow Highway.

Some market summaries estimate retail space in Mattawan averaging around \$14/sq ft with ranges from \$10–\$16/sq ft depending on location and building condition.

West Michigan Market Context

Nearby larger markets like Grand Rapids report average office rents near \$19–\$20 per sq ft, showing that Mattawan is slightly lower-cost due to its smaller market size.

**Your \$15 market comparison rate is very reasonable and consistent with local listings, which helps justify the subsidy calculation you included in the comparison sheet.**

**ARTICLE 1**

**PREMISES**

Landlord hereby leases to Tenant approximately 6,680 square feet of building space located in Antwerp Township, Michigan, to be used exclusively for operation of a public branch library and related services.

The Premises include all common access areas, parking areas, and related facilities necessary for operation of the library.

**ARTICLE 2**

**TERM OPTIONS**

Tenant may elect one of the following lease terms:

Option A – 2 Year Term

Option B – 3 Year Term

Option C – 4 Year Term

Option D – 5 Year Term

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

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

Tenant may renew the lease upon mutual agreement of the parties.

**ARTICLE 3**

**RENT**

**3.01 Base Rate**

Market rate reference: \$15.00 per square foot

Discounted public library rate: \$5.00 per square foot

Total rentable space: 6,680 sq ft

Annual Rent Calculation:

6,680 sq ft × \$5.00 = \$33,400 per year

**3.02 Payment Schedule Options**

Tenant may choose one of the following payment structures:

Option A – Monthly

$\$33,400 \div 12 = \$2,783.33$  per month

Option B – Quarterly

$\$33,400 \div 4 = \$8,350$  per quarter

Option C – Annually

$\$33,400$  per year paid in a single installment.

Payments shall be made to Antwerp Township Treasurer

#### **ARTICLE 4**

##### **RENT ESCALATION**

Beginning in year two of the lease, annual rent shall increase according to the Consumer Price Index (CPI-U) or 3% annually, whichever is less.

Example:

Year 1 –  $\$33,400$

Year 2 – Adjusted by CPI (max 5%)

Year 3 – CPI adjustment

Year 4 – CPI adjustment

Year 5 – CPI adjustment

#### **ARTICLE 5**

##### **UTILITIES**

Tenant and Landlord may elect one of the following utility structures:

Option A – Shared Utilities (60 / 40)

Tenant pays 60%

Landlord pays 40%

Utilities include:

Electric, Gas, Heating & Cooling, Water & Sewer, Trash services

Option B – Owner Paid Utilities

Landlord shall pay 100% of utilities associated with the building including:

Electricity, Gas, Water/Sewer, HVAC, and trash

\*\*Tenant remains responsible for specialty services such as library telecommunications systems.

#### **ARTICLE 6**

##### **MAINTENANCE AND REPAIRS**

Landlord responsibilities:

Structural maintenance

Roof

Exterior walls

Parking lot

Snow removal

Plumbing, HVAC, and electrical infrastructure

Tenant responsibilities: Interior upkeep, Library equipment and furnishings, Day-to-day custodial services

NOTE: This structure reflects responsibilities similar to the original agreement where the local unit maintained the building and systems.

#### **ARTICLE 7**

##### **LIBRARY OPERATIONS**

VBCDL-(Tenant) shall operate a public library providing:

Books and media

Research services

Public computer access

Community programming

All library staff shall remain employees of Van Buren District Library.

#### **ARTICLE 8**

##### **INSURANCE**

Tenant shall maintain:

General liability insurance

Workers compensation

Coverage for library property and materials

Landlord shall maintain:

Building insurance

Property coverage on the structure

#### **ARTICLE 9**

##### **TERMINATION**

Either party may terminate this lease:

For breach with 30 days written notice, or

Without cause with 180 days written notice

#### **ARTICLE 10**

##### **GOVERNING LAW**

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

SIGNATURES

ANTWERP TOWNSHIP (Landlord)

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

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

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

VAN BUREN DISTRICT LIBRARY (Tenant)

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

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

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

## Daniel Ruzick

---

**From:** Dan Hutchins <dhutchins@vbd.org>  
**Sent:** Friday, March 27, 2026 1:29 PM  
**To:** Daniel Ruzick; Chantel Reyna; Bonnie Osborne; Bruce Cutting; tarchala@comcast.net  
**Subject:** Enhanced Branch Library Agreement  
**Attachments:** FIRST ADDENDUM TO BRANCH LIBRARY AGREEMENT -- Approved by VBDL Board(202538450.1).pdf

At the end of 2025 and beginning of 2026, Van Buren District Library distributed to each municipality which provides a branch library facility for the Library District's use an updated Branch Library Agreement. That Agreement, if approved by all parties, would allow the Library District to lawfully:

- Provide a one-time payment of up to \$15,000 in 2026 to assist with maintenance costs associated with the branch library facility; and
- Provide ongoing annual maintenance assistance payments of up to \$7,500 beginning in 2027.

At its March 24, 2026 meeting, the Library Board approved an updated and enhanced version of this Agreement. The revised Agreement would allow the Library District to:

- Provide a one-time maintenance assistance payment of up to \$25,000 in 2026;
- Continue annual maintenance assistance payments of up to \$7,500 beginning in 2027;
- Beginning in 2028, adjust annual maintenance assistance payments by the lesser of 3% or the Consumer Price Index (CPI); and
- Clarify the timing, permissible uses, and documentation requirements associated with these maintenance assistance funds in accordance with Public Act 24 of 1989.

As with the originally proposed Agreement, all current parties to the Branch Library Agreement must approve and execute the Agreement before maintenance assistance funds may be distributed. Where multiple municipalities are parties to a single Agreement, one must be designated as the fiduciary responsible for receiving the funds and maintaining the required financial records.

If your municipality has already approved the prior version of the Agreement, this updated version will supersede it upon execution.

Please find the updated Agreement attached for your review and consideration.

If you have any questions, I would be happy to discuss this further.

Sincerely,

Dan Hutchins  
Executive Director  
Van Buren District Library  
200 North Phelps Street  
Decatur, MI 49045  
dhutchins@vbd.org  
ph: 269-423-4771  
www.vbd.org

## FIRST ADDENDUM TO BRANCH LIBRARY AGREEMENT

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**VAN BUREN DISTRICT LIBRARY**

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

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

Its: \_\_\_\_\_

**LOCAL UNIT**

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

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

Its: \_\_\_\_\_

**LOCAL UNIT**

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

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

Its: \_\_\_\_\_

**LOCAL UNIT**

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

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

Its: \_\_\_\_\_

**2025 TAX RATE REQUEST**  
**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

|                       |                            |               |               |
|-----------------------|----------------------------|---------------|---------------|
| County                | VAN BUREN                  | Taxable Value | 2,418,619,306 |
| Local Government Unit | VAN BUREN DISTRICT LIBRARY |               |               |

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119. The following tax rates have been authorized for levy on the 2025 tax roll.

| Source      | Purpose of Millage | Date of Election | Millage Authorized by Charter, etc. | Millage Rate Permanently Reduced by MCL 211.34d | Current Year Millage Reduction Fraction | 2025 Millage Rate Permanently Reduced by MCL 211.34d | Sec. 211.34 Millage Rollback Fraction | Maximum Allowable Millage Rate* | Millage Requested to be Levied July 1 | Millage Requested to be Levied Dec. 1 | Expiration Date of Millage Authorized |
|-------------|--------------------|------------------|-------------------------------------|---|---|--|---------------------------------------|---------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| (1)         | (2)                | (3)              | (4)                                 | (5)   | (6)                                     | (7)  | (8)                                   | (9)                             | (10)                                  | (11)                                  | (12)                                  |
| VOTED       | OPERATING          | Apr-91           | 1.0000                              | 0.8847  | 1.0000                                  | 0.8847   | 1.0000                                | 0.8847                          |                                       |                                       | Unlimited                             |
| VOTED       | OPERATING          | May-24           | 0.4000                              | 0.4000  | 1.0000                                  | 0.4000   | 1.0000                                | 0.4000                          |                                       |                                       | Dec-34                                |
| VOTED       | OPERATING          | Nov-25           | 0.4000                              | 0.4000  | 1.0000                                  | 0.4000   | 1.0000                                | 0.4000                          |                                       |                                       | Dec-35                                |
| Total Mills |                    |                  |                                     |   |   |  |                                       |                                 |                                       | 1.2847                                |                                       |

New for 26

Prepared by **Dan T Hutchins** Title **Executive Director** Date **9-23-2025**

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.121 (3).

|   |                      |               |           |
|---|----------------------|---------------|-----------|
| <input checked="" type="checkbox"/> Clerk       | Signature            | Type Name     | Date      |
| <input checked="" type="checkbox"/> Secretary   | <i>Sandra Hanson</i> | Sandra Hanson | 9-23-2025 |
| <input checked="" type="checkbox"/> Chairperson | Signature            | Type Name     | Date      |
| <input checked="" type="checkbox"/> President   | <i>Wayne Rendell</i> | Wayne Rendell | 9-23-2025 |

\*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. A public hearing and determination is required for an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

9/23/25 10:13:30