



VAN BUREN COUNTY, MICHIGAN

PUBLIC INFORMATION SUMMARY

Lawrence Township & Van Buren District Library – What Has Occurred Over the Past Year

Background

The Lawrence Township library building was constructed in 2004 using a voter-approved millage (approximately \$565,000). The building is owned by Lawrence Township.

Under a long-standing agreement originally based on a 1981 contract and updated in 1999:

- The Van Buren District Library (VBDL) provides:
 - Staff
 - Books and materials
 - Library operations
 - Utilities (electric, gas, water, etc.)
- Lawrence Township (and previously the Village) provides:
 - The building
 - All maintenance and repairs
 - Lawn care
 - Building systems (HVAC, plumbing, electrical, etc.)
 - Parking areas, including repairs and snow removal

This arrangement has allowed the library to operate rent-free since 1981, while the Township remains responsible for all building-related costs and capital maintenance.

How Things Have Changed

At the time the agreement was created, the library did not have the level of funding it has today.



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Today:

- The library operates 7 branches across Van Buren County
- The library generates approximately \$2.8 million annually through millages
- The library reported:
 - \$3,832,386.90 in total revenue
 - \$2,811,687.95 in total expenditures
 - Leaving approximately \$1,020,698.95 remaining after expenses
- The library currently holds:
 - Approximately \$3,688,457 in cash and investment accounts
 - Approximately \$1,817,074 in unassigned fund balance (over 50% of annual expenditures)
 - Approximately \$704,000 committed to capital improvements
 - An additional endowment fund of approximately \$233,575

At the same time:

- Lawrence Township residents continue to pay a library mill totaling 1.4831 mills, which is broken down as follows:
 - 0.8847 mills (permanent millage – no expiration)
 - 0.4000 mills (approved May 2024 – expires December 2034)
 - 0.1984 mills (approved November 2025 – expires December 2035)
 - \$211,083 collected in 2025 from Lawrence Township Residents
 - \$261,931.69 projected in 2026, reflecting an increase in total tax revenue generated from the same millage rate from Lawrence Township Residents
- The library is currently levying the full authorized millage rate



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What Happened This Year

In 2025, the Lawrence Township library building experienced significant heating system (boiler) failures.

- The Township requested the library share in repair costs (approximately \$12,000 for the library's portion)
- The library declined, citing the existing agreement
- The Township:
 - Purchased temporary heaters
 - Had Township staff monitoring the building to keep it operational during winter conditions

This situation highlighted a key issue:

The Township is financially responsible for the building used by the library, while the library has no obligation to contribute to those costs.

The Lawrence Branch is the district's third busiest location and receives a program budget comparable to the district's two busiest branches, Antwerp and Decatur.

This level of use results in increased wear and tears on the facility, further impacting the Township's responsibility for ongoing maintenance and repairs.

Contract Proposal Discussions

Following these events, discussions began to update the outdated contract agreement.

Two versions of the proposed addendum were initially presented:

Township Contract Proposal (Version 1)

- Library shall contribute toward maintenance
- \$15,000 (initial year)
- \$7,500 annually thereafter



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- Payment required upon request

Library Proposal (Version 2)

- Library may contribute toward maintenance
- Up to \$25,000 for calendar year 2026
- Up to \$7,500 annually in subsequent years (with potential increases tied to inflation, if paid)

However:

- Payments are at the sole discretion of the library
- Payments are dependent on available funds and other financial considerations
- Payments are not guaranteed from year to year
- The agreement states that non-payment is not considered a breach of contract

Timeline of Proposed Agreement Changes

To provide clarity on how discussions progressed, the following documents were exchanged between the Library and the Township:

1. Initial Addendum from the Library

- The library provided the first addendum to the Township
- This version stated the library may contribute toward maintenance
- Contributions were discretionary and not guaranteed
- Non-payment would not be considered a breach of contract

2. Township Response (Legal Counsel Revision)

- The Township, through legal counsel, proposed revised language
- This version required the library to contribute toward maintenance



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- Included a structured request process
 - Limited denial of payment to specific conditions (such as exceeding annual limits or lack of available funds)
3. Addendum Revised from the Library
- The library submitted a revised addendum
 - Increased the potential initial contribution (up to \$25,000 in 2026)
 - Maintained that payments are discretionary
 - Expanded allowable uses under Public Act 24
 - Continued to state that non-payment would not be considered a breach of contract
 - Included conditional language such as “if the payment is made”

Township Board Efforts to Resolve

The Lawrence Township Board has repeatedly attempted to resolve these concerns through direct communication.

- The Township has formally requested face-to-face meetings with the Library Board of Directors
- These requests have been declined
- Township representatives have attended two Library Board meetings to initiate discussion
- A direct working meeting between the two boards has not been granted

Township Board Position

The Lawrence Township Board has made the following clear:



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- The Township has invoked the contractual 180-day notice provision to allow time for a new agreement to be reached. The Township's intent remains to continue library services at this location under a fair and updated agreement.
- The Township supports continued library services
- The Township is requesting:
 - A fair and consistent cost-sharing arrangement
 - Guaranteed contributions, not optional payments
 - Updated contract language reflecting current financial realities
 - A 3-year review period for future adjustments
- The Township is requesting that the library contribute a consistent and reasonable portion of building maintenance and repair costs, representing a small percentage of the overall expense associated with operating the facility and reflective of the Lawrence Branch being one of the most actively used locations within the district.
- The Township is requesting participation in building maintenance and repair costs. These costs are directly related to the operation and maintenance of the library facility and fall within lawful library purposes as defined under Public Act 24 of 1989

Key Issue

The core issue is not the existence of the agreement, but that:

The financial reality has changed... but the contract has not.

- The library now has stable millage funding and significant reserves, including:
 - Approximately \$3,688,457 in cash and investment accounts
 - Approximately \$1,817,074 in unassigned fund balance
 - Approximately \$704,000 committed to capital improvements



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- Approximately \$233,575 held in an endowment fund
- The Township continues to bear full responsibility for building costs

Public Communication Concerns

Recent communications have suggested that the Township is attempting to remove the library from the building.

The Township Board states this is not accurate.

The goal remains:

- Continued library services
- A fair and sustainable financial arrangement for taxpayers

Library Board Contact Information

Residents who wish to share input or ask questions are encouraged to contact Library Board members directly:

- Wayne Rendell (Chair – Covert Township)
269-849-2074
- Pamela Dickerson (Vice-Chair – Village of Bloomingdale)
Phone/Text: 269-303-6836
- Bruce T. Cutting (Antwerp Township)
269-668-2615
- Betty Markel (City of Bangor)
269-427-7925
- David Vlieg (Decatur Township)
269-423-4621



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- Denise Campagna (Lawrence Township)
269-674-3200

Closing

The Lawrence Township Board remains committed to:

- Transparency
- Fiscal responsibility
- Open and honest communication
- Acting in the best interest of Township taxpayers

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Dept(s)
COPY TO: Each Twp or City Clerk

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

County	VAN BIUREN	Taxable Value	2,418,619,306
Local Government Unit	VAN BIUREN 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.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Millage Authorized by Election, Charter, etc.	2024 Millage Rate Permanently Reduced by MCL 211.34d	2025 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
VOTED	OPERATING	Apr-91	1.0000	0.8847	1.0000	0.8847	1.0000	0.8847	0.8847	0.8847	Unlimited
VOTED	OPERATING	May-24	0.4000	0.4000	1.0000	0.4000	1.0000	0.4000	0.4000	0.4000	Dec-34
VOTED	OPERATING	Nov-25	0.7000						0.7000	0.7000	Dec-35
Total Mills										1.2847	

New 2026

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 380.1211(3).

<input 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	Wayne Rendell	Date
<input 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 10:13:39



**VAN BUREN DISTRICT LIBRARY
GENERAL FUND TRIAL BALANCE - December 31, 2025**

	<u>DEBITS</u>	<u>CREDITS</u>
1-001 Cash - First State Bank Checking Account	\$ 36,181.00	
1-003 Cash - Investment Accounts		
First State Bank - Money Market Account	\$ 100,019.63	
Huntington National Bank MMA	\$ 3,490,649.70	
Honor Credit Union - Money Market Account	\$ 48,459.27	
1-004 Cash - First State Bank - Payroll Account		\$ 113,147.86
1-007 Imprest Cash	\$ 950.00	
1-212 Due to Lawton Public Library		\$ -
1-213 Due to Hartford District Library		\$ -
1-218 Due to Health Insurance Provider		\$ -
1-219 Due to Long-Term Disability Insurance Provider		\$ -
1-220 Due to Retirement Provider		\$ 0.01
1-230 Accounts Payable		\$ -
1-240 Deferred Revenue		\$ 21,338.67
1-350 Fund Balance -		
Fund Balance - Unassigned, 50%+ of budgeted expenditures		\$ 1,817,074.11
Fund Balance - Commitment for Capital Improvement		\$ 704,000.00
1-400 Revenue Control		\$ 3,832,386.90
1-800 Expenditure Control	<u>\$ 2,811,687.95</u>	
	\$ 6,487,947.55	\$ 6,487,947.55
		\$ -

VAN BUREN DISTRICT LIBRARY
ENDOWMENT FUND TRIAL BALANCE - December 31, 2025

	DEBITS	CREDITS
7-001	Endowment Fund - Cash	
	First State Bank - Passbook Savings Account	11,716.86
	Huntington National Bank - Endowment	222,780.60
	Huntington National Bank T bill - Endowment	0.00
		\$ 233,575.08
7-350	Endowment Fund - Fund Balance	
7-665	Endowment Fund - Interest	
7-675	Endowment Fund - Contributions	8,203.17
7-800	Endowment Fund - Expenditures	7,280.79
		\$ 241,778.25
		\$ 241,778.25

Branch Library Agreement

This agreement (the "Agreement") between Van Buren District Library (the "District Library") located at 200 Phelps Street, Decatur, Michigan 49045, and Lawrence Township, a Michigan municipal corporation, 122 W. St. Joseph Street, P.O. Box 442, Lawrence, Michigan 49064, and the Village of Lawrence, a Michigan municipal corporation, Village Hall, 157 N. Paw Paw Street, Lawrence, Michigan 49064, (collectively the "Local Units"), is entered into this 26th day of January, ~~XXXX~~ 1999.

WITNESSETH:

WHEREAS, the parties executed an agreement on December 16, 1981, (the "Previous Agreement"), providing for the operation of a branch of the District Library within the Local Units (the "Branch Library"), the maintenance of the Branch Library and the conduct of certain services including, but not limited to, providing books, media resources and research facilities for use by residents of the District Library service area (collectively referred to as "Library Services"); and

WHEREAS, upon execution of this Agreement, the Previous Agreement will be terminated by mutual agreement of the parties, so as to provide for a new relationship between the parties and specify certain obligations and rights of the parties in the rendering of the Library Services at the Branch Library as set forth in this Agreement;

NOW, THEREFORE, the parties to the Agreement agree to the following:

1.00 Library Services

- 1.01 The District Library shall provide the Branch Library with a suitable collection of books, periodicals and other materials, as well as equipment such as computers, to provide Library Services. The District Library owns all books, periodicals, materials and equipment, including computers and other related equipment, if any, located at the Branch Library.
- 1.02 The District Library shall provide the staffing necessary for the operation of the Branch Library to provide the Library Services. All staff shall be employees of the District Library and shall be under the direction and supervision of the District Library.
- 1.03 The District Library shall operate the Branch Library which shall be open for such hours as determined by the District Library in its sole discretion.

2.00 Furnishings at Branch Library

- 2.01 The District Library agrees to pay the Local Units the sum of One Dollar and No Cents (\$1.00) for all furnishings currently located at the Branch Library. The Local Units agree to execute any Bill of Sale necessary to transfer ownership of the furnishings to the District Library. As of the effective date of this Agreement, all furnishings at the Branch Library shall become the sole property of the District Library.
- 2.02 As used in this Agreement, "furnishings" shall mean the following: all cabinets, desks, display cases, furniture, seating, shelving units, tables, work surfaces, and similar items.
- 2.03 The District Library shall be responsible for all furnishings at the Branch Library and shall replace furnishings from time to time, provided that the District Library has sufficient funds for the new furnishings and that the District Library determines in its sole discretion that a need exists at the Branch Library for the new furnishings.

3.00 Maintenance and Repairs at Branch Library Property; Utilities

- 3.01 In consideration of the Library Services provided by the District Library, and at no charge to the District Library, the Local Units shall continue to provide suitable quarters for the Branch Library (the "Library Premises") with suitable floor and window coverings. The Local Units shall be under no obligation to provide different quarters than those presently enjoyed by the Branch Library except as the Local Units may otherwise agree.
- 3.02 The Local Units shall be responsible at their expense for all mutually agreeable necessary repairs, replacements, renovations, modifications, and improvements to the Library Premises. The Local Units shall maintain at their expense the Library Premises in good repair and in good condition.
- 3.03 The Local Units shall reasonably maintain at their own expense all existing fixtures on the Library Premises (including, but not limited to, electrical, heating and cooling, and plumbing systems) in a safe and working condition.
- 3.04 The Local Units shall continue to provide and maintain at their expense any parking areas necessary for the operation of the Branch Library. The Local Units shall be responsible for snow removal from parking and sidewalk areas on the Library Premises at their expense.
- 3.05 The Local Units shall comply with all applicable federal, state, and local laws and regulations related to the Library Premises.
- 3.06 The District Library shall pay for all utilities necessary for the operation of the Branch Library including, without limitation, heat and air conditioning, telephone service, gas, electric, and water and sewerage services.

3.07 The District Library shall provide at its expense janitorial services for the Library Premises provided, however, that janitorial services shall not include maintenance of the Library Premises, which is the responsibility of the Local Units as provided in Sections 3.02, 3.03, and 3.04 above.

4.00 Library Advisory Board

4.01 The Local Units may establish a "Library Advisory Committee" (the "Committee") to advise the Local Units and the District Library on matters involving the Library Services provided at the Branch Library.

4.02 Members of the Committee, if formed, shall be appointed in the manner determined by the Local Units.

5.00 Termination

5.01 Any party may terminate this Agreement upon an event of default. An event of default shall occur if there is a material breach of any term of this Agreement. If the breaching party fails to cure the default within thirty (30) days of notice of such default, the non-breaching party, at its election, may terminate this Agreement by written notice to the breaching party.

5.02 Any party may terminate this Agreement without cause upon one hundred and eighty (180) days prior written notice to the other party at the address and in the manner specified in Article 6.

6.00 Miscellaneous

6.01 Upon the execution of this Agreement and by mutual agreement of the District Library and the Local Units, the Previous Agreement is terminated.

6.02 This Agreement may be amended only by written agreement of the parties.

6.03 If any provision of this Agreement is rendered invalid, the invalid portion is to be severed and all remaining portions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.04 All notices required under this Agreement shall be given in writing, and mailed by first-class mail and addressed as follows:

If to the District Library:

Director
Van Buren District Library
200 Phelps Street
Decatur, Michigan 49045

If to the Local Units:

Lawrence Township Supervisor
122 W. St. Joseph Street
P.O. Box 442
Lawrence, Michigan 49064

Village Clerk
Village Hall
157 N. Paw Paw Street
Lawrence, Michigan 49064

6.05 All notices shall be deemed given on the day of mailing. Any notice given by a party to this Agreement shall be signed by an authorized representative of such party.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

WITNESSES:

1. David Tate
2. Jadee Ann Fuchs

VAN BUREN DISTRICT LIBRARY:

By: Joy Smith
Its: Chairman

WITNESSES:

1. Mary Timber
2. Mark D. ...

LOCAL UNITS:

LAWRENCE TOWNSHIP:

By: Kim Thompson
Its: Clerk

WITNESSES:

1. Bonnie ...
2. LeRoy ...

VILLAGE OF LAWRENCE:

By: Joy Smith
Its: Clerk



Tracie Rindfield, Clerk
c/o Lawrence Township
411 N Paw Paw St
P.O. Box 445
Lawrence, MI 49064

December 23, 2025

Dear Township Clerk:

Van Buren District Library was originally founded in 1934 as the Van Buren County Library. At that time, the Library consisted of a single location housed in the basement of the County Courthouse in Paw Paw. Over the following decades, the public libraries of many Van Buren County communities joined the County Library system as local branches: Covert in 1945; Bangor, Bloomingdale, and Gobles in 1946; Lawrence in 1947; and Antwerp in 1957. In 1960, a library facility was constructed by the Norman Webster Memorial Trust for the exclusive use of the Decatur Township Library, and the County Library was invited to relocate its headquarters from the Courthouse in Paw Paw to the Webster Memorial Library in Decatur.

Since that time, Van Buren District Library, and its predecessor, the Van Buren County Library, has served the residents of Van Buren County from these seven locations. Throughout this history, the Library District has operated under a consistent and deliberate service model: local governments provide and maintain the branch library facilities, while the County or District Library staffs, stocks, furnishes, equips, and operates those branches.

This model allows the District Library to serve residents from libraries located within their own communities, rather than requiring county residents to travel long distances to a single, large, centralized facility. It is a community-oriented and economical approach that has proven effective for many decades. By way of comparison, Van Buren District Library operates seven branch locations with a current property tax millage rate of 1.4831, while nearby Kalamazoo Public Library owns and operates five facilities but levies a substantially higher property tax millage rate of 3.87.

Beginning no later than the year 2000, and as a gesture of appreciation to the local governments that contractually provide and maintain branch library facilities, Van Buren District Library has, on an irregular basis, often every other year, made modest supplemental payments of \$5,000 to those local units. These payments were intended to assist with the upkeep of branch library facilities, and historically no formal restrictions were placed on how the funds could be used.

In 2024, however, one of the local governments that provides a branch library facility raised a concern that the Library District may not have had clear statutory authority under Michigan law to make such payments in the manner they had historically been provided. As a result, throughout

much of 2025, the Library Board has worked to identify a lawful and transparent method by which the District Library could continue to offer these modest maintenance contributions to the local governments that host its community branch libraries.

Enclosed you will find a proposed addendum to the existing Branch Library Agreement currently in effect between Van Buren District Library and your local government. If approved by all parties, this addendum would allow the Library District to lawfully resume providing limited maintenance contributions toward the upkeep of branch library facilities. While I have heard that the Village of Lawrence wishes to exit the current agreement, per the conditions of the same agreement section 5.02, Van Buren District Library has not received the required 180 days' notice. If the Village of Lawrence does indeed wish to exit the current agreement, please send Van Buren District Library the appropriate notification per the conditions of section 5.02.

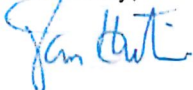
Under its establishing statute, Public Act 24 of 1989, the District Library Establishment Act, the Library District may only expend funds for a library purpose and must be able to demonstrate that any funds transferred to another entity were used for such a purpose. Accordingly, the proposed Branch Library Agreement Addendum establishes several key requirements:

- Any funds provided by the Library District may be used only to provide or maintain the branch library facility furnished by the local government under its agreement with the District Library.
- Local governments receiving funds must maintain appropriate records and, upon request, be able to substantiate how the funds were expended or reserved for a qualifying library purpose under the District Library Establishment Act.
- Where more than one local government is a party to a Branch Library Agreement, the signatory governments must designate one local unit to act as fiduciary for any maintenance funds provided by the Library District. The fiduciary will be responsible for holding the funds, maintaining expenditure records, and producing such records upon request by the District Library, its Board, its auditors, or the public.

The Library District looks forward to executing this addendum so that it may resume these maintenance contributions beginning in 2026. Because no such transfer has been made since 2021, the addendum also allows for a one-time maintenance contribution of up to \$15,000 in 2026, followed by potential annual maintenance contributions of up to \$7,500 in subsequent years, subject to the Library District's discretion and available funding.

Should you have any questions, please do not hesitate to contact me at 269-423-4771 or by email at dhutchins@vbdl.org. I would be happy to discuss the addendum or the Library District's service model in greater detail.

Sincerely,



Dan Hutchins
Director
Van Buren District Library

FIRST ADDENDUM TO BRANCH LIBRARY AGREEMENT

This First Addendum (“Addendum”) to 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”), and _____, of _____ (“Local Unit”). The parties agree:

1. The parties are parties to the Agreement dated _____, 20____. 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. ____ For calendar year 2026, the District Library may, in its sole discretion, contribute an amount not to exceed \$15,000 for maintenance costs associated with operating the Library Premises (“Maintenance Funds”). In any subsequent calendar year, the District Library may, in its sole discretion, contribute an amount not to exceed \$7,500 for 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 no other purpose. The Local Unit may also hold the Maintenance Funds until the Local Unit needs the Maintenance Funds for maintenance work on the Library Premises. 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 also 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 expenditures of all Maintenance Funds are in compliance with this Addendum and with Public Act 24 of 1989, as amended, also known as the District Library Establishment Act.

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: _____

FIRST ADDENDUM TO BRANCH LIBRARY AGREEMENT

This First Addendum ("Addendum") to 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"), and _____, of _____ ("Local Unit"). The parties agree:

1. The parties are parties to the Agreement dated _____ 20___. 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. ~~For~~ calendar year 2026, the District Library ~~may, in its sole discretion, contribute an amount not to exceed~~ shall, upon request from the Local Unit, pay an amount not to exceed \$15,000 for maintenance costs associated with operating the Library Premises ("Maintenance Funds"). In any subsequent calendar year, the District Library ~~may, in its sole discretion, shall, upon request from the Local Unit,~~ contribute an amount not to exceed \$7,500 for Maintenance Funds. Maintenance Funds paid by the District ~~Library~~ Library to the Local Unit may only be used for costs incurred to maintain the Library Premises and for no other purpose. ~~The Local Unit may also hold the Maintenance Funds until the Local Unit needs the Maintenance Funds for maintenance work on the Library Premises. If more than one (1) Local Unit is a party to this Agreement, the Local Units direct the District Library to remit any Maintenance Funds to _____, _____ who will also 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 expenditures of all Maintenance Funds are in compliance with this Addendum and with Public Act 24 of 1989, as amended, also known as the District Library Establishment Act.~~

Commented [JT1]: How is this determined for each local unit? Do they submit a request at the beginning of the year? End of the year?

~~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. The Local Unit may submit requests for maintenance fund contributions from the District Library at any time. A request must be made in writing and must include details about what the funds would be used for. The District Library shall only be allowed to deny such a request if: (1) the Local Unit has exceeded the maximum contribution amounts set forth herein for any given year; or (2) the District Library does not have funds to accommodate the request. If the District Library denies a request due to lack of funds, the Local Unit may request evidence, such as bank statements, to prove that the District Library does not have funds available to fulfill the~~

requ est."

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 COUNTY, MICHIGAN

This is a letter with information on the VBDL of Lawrence.

It was built in 2004 at the cost of approximately \$ 565,000.00. This project was funded by a special millage for 5 years on the taxpayers of Lawrence township.

In 1999 there was a contract signed by the VBDL, Village of Lawrence and the Township of Lawrence outlining the partnership of these entities. In the contract it does state that the Village and Township will be responsible for the maintenance and upkeep of the building for the length of the contract, which had no ending date.

At the time of the contract, it made sense for the township and village to help support the library because they did not have a large funding source. As the years have passed the VBDL has made significant changes to their funding by millages, which allows them to bring in a total of 2.8 million dollars per year to operate the 7 facilities throughout Van Buren County.

For the past 30 plus years they have housed in all 7 facilities rent free and pay no maintenance cost. At one point through the years, they would give \$5,000 to Lawrence Library fund for a stipend to defray some of the maintenance costs, that fund would be used for paint on the walls, or for repairs that exceeded the \$5,000. That funding ended about 3 years ago due to some technical lawful issues.

Last January the boiler system at the library broke and I met with Dan Hutchins, the Director of the VBDL along with the Librarian, Anne. The township was requesting a shared cost to repair the boiler system at the price for the VBDL of \$12,000 for their 50% of the cost. At that time, I was presented with a contract that was for the Village of Lawrence, Township and the VBDL. In that contract there was the fact that the two parties were responsible for all cost of maintenance and repairs, and that the library had no intentions of helping with the cost of repairs. Later that month I attended the VBDL Board meeting and the board also stood by the director's advice of not contributing. The Township did have someone come and look at the boilers and we thought they were going to last. When winter rolled around this year, 2025, the boiler system once again broke.

The township bought electric heaters to spread throughout the building to help keep the library operational until the board could decide what direction they need to go to fix the heating system without spending a fortune. The township Sexton spent several hours



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during the course of the cold days in December attending to the building and making sure the building was heated.

During this time other townships had contacted the Lawrence township Supervisor and spoke about the contract as written and how times have changed especially with the income the VBDL over the years. We had general discussions on the aging of the buildings and the cost increases of repairs and maintenance.

At some point of conversations taking place the director of the VBDL presented to Antwerp township and to Lawrence township an addendum to the antiquated contract from 1999. In the addendum it was proposed to give the townships a \$7500 payment each year with a one time \$15000 payment the first year to make up for the past years of no payments towards maintenance. But this payment language also states only when and if they decide they can afford it.

Sometime after the New Year there was a post from an anonymous member on face book about all the letters and addendum and why the townships were trying to kick the libraries out of the buildings. That information was found to be false and was deleted from the posting. This week the Director of VBDL sent out an email letter to the Friends of the Library stating more one sided information and insinuating that Lawrence township is trying to run the library out of the building. That the new language we will be presenting to the VBDL Board in unjustified just because it is " OLD" contract. In the letter it talks about the funding lost because of the Power plant in covert being shut down and that they lost 11% of their funding from property taxes a year from 2018 to 2022. They are worried about the stability of funds, hence the large fund balance they hold. My answer to that is, every township, village, city, County Government entity, and any other taxing agency within the Van Buren County operate year to year on a budget from projected revenues. We know about stability! We know how to operate within our means. We know that things may change year to year , cost of repairs go up, cost of maintenance rise, and this is the exact reason we are now seeking for a shared cost in maintaining the building in which you occupy, and have occupied for the past 22 years rent free.

At the December Township board meeting the direction from the board was clear. They want to open up language to exclude the Lawrence Village from the contract. The reason for this is because the Lawrence township and Village tax payers are already paying a 1+



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mil towards the VBDL and now we are using more of their tax money they pay in to the general fund for repair and cost associated to the Library building, which means the village tax payers are paying a possible 3x's towards the Library and the township 2x's . Also the Village holds no ownership in the building that the library is in. That is owned by the Township. The board also gave direction to include a 3-5 year review of the contract. This allows each party to review and adjust any needed cost or language associated to both. The board accepted the \$15000 one time payment and \$7500 a year offer but with the need of language that guarantees this payment every year. Not a "possible" payment determined by the occupants of the building.

The Lawrence Township Board wants to make it perfectly clear, they are not asking the VBDL to vacate the building. They have been elected to a position that requires them to spend their tax money with fiscal responsibility. It is the opinion of the board that allowing the VBDL to stay in the building owned by the taxpayers for free and sole burden be placed on them to maintain the building with the tax dollars collected when there is already tax dollars collected for the purpose of the library, must change.

The Lawrence township board also request that the VBDL Executive Director understand that we as a board want the letters that have false accusations and make the Township board look like the villains to stop. The intimidation tactics will not defray us from continuing to do what is right for our tax paying citizens.

The township board request that the representative for Lawrence on the VBDL board carry forward the message to the VBDL board that we as a township plan to have open and honest conversations in the future. That our direction is done with good faith of doing what is in the best interest of the taxpayers of Lawrence Township.

Sincerely ,

Lawrence Township Board of Directors

January, 15,2026

