

MEMORANDUM

DATE: August 6, 2021
TO: Sarah Moyer-Cale
FROM: Eric Kamps, EIT
Daniel Dombos, PE
RE: Michigan Avenue Reconstruction Project Update
MDOT Project #: 80000-207882/210862

Current Progress

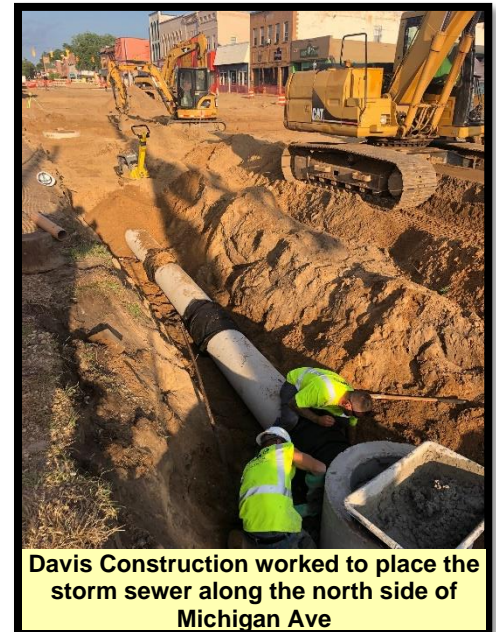
Davis Construction worked this week on Michigan Ave between Gremps Street and Kalamazoo Street. The contractor worked to place the storm sewer on the north side of Michigan Ave. After completing the storm sewer, Davis Construction continue to work on placing new sanitary laterals to the buildings along the north side of Michigan Ave. Davis Construction continues to monitor and maintain the pedestrian walkway and safety fencing to allow for safe pedestrian travel. The project team is committed to keeping the site safe, but the best way to avoid an accident is limiting close contact with construction. Wherever possible, please remind patrons to make the most of access at the rear or sides of the property.



Next Week's Schedule

Next week, Davis Construction will be continue working between Gremps Street and Kalamazoo Street (M-40). The phase will continue to use the detour on Gremps Street and Fadel Street. Davis will complete the remaining sanitary laterals in the 100 Block of E. Michigan Ave for properties that opted in. Once complete, the contractor will work on grading and preparing the north and south sides of Michigan Ave for concrete placement.

Property owners within the project limits, please note that the Village Council has approved a payment plan for property owners who opt in for sewer lateral replacement. A sample acceptance and agreement documents are attached.



Lastly, weekly project updates will be provided. If you have any project questions or concerns, please contact Eric Kamps with Abonmarche Consultants at ekamps@abonmarche.com or (269) 926-4556.



Village of Paw Paw

July 22, 2021

The Village is undergoing a streetscape project which will result in the replacement of the sidewalk and roadway adjacent to the properties located on Michigan Avenue between Gremps Street and LaGrave Street. The ongoing roadway reconstruction project affords property owners the opportunity to undertake this replacement in a more efficient manner and at significantly lower cost than any other time. If a sewer service needs to be replaced after the construction project is completed, the building owner would have to pay for the cost of pavement removal and site restoration in addition to the cost of the new sewer line.

Although we cannot be certain of the condition of each sewer lateral, advanced corrosion and structural deterioration have been present in each sewer service replaced thusfar. Based on the advanced state of deterioration in the sewer service laterals, the Village encourages building owners to replace their sewer laterals during the construction project. If you would like to have your sewer lateral replaced, the Village has made the option available for the contractor on the project to do so and for you to pay for this service via a payment plan which will extend through April 2023. The contractor's cost for this replacement of each lateral is \$7,158.03. Utilizing the payment plan, the cost per lateral will be broken into 20 monthly payments of \$357.90 plus an administration fee of \$50. If you choose to opt in to the payment plan, the agreement must be signed by you and notarized, you must provide the legal description of the property as Exhibit A, and the \$50 administrative fee must be paid.

If you have questions about the process for sewer lateral replacement or the project, please contact Abonmarche at the contact information below:

Eric Kamps
Staff Engineer
269-926-4556
ekamps@abonmarche.com

Kindly check the box below to indicate if you are interested in having your lateral replaced by the village's contractor or if you decline this offer.

- Yes, I would like the village's contractor to replace by sewer lateral and understand that the notarized agreement must be returned to Village Hall.
- No, I decline this offer.

Name

Property Address

Paw Paw History: Explored 1780 • Settled 1828 • Platted 1838 • Incorporated 1859 • County Seat Van Buren County

111 East Michigan Avenue • P.O. Box 179 • Paw Paw, Michigan 49079
Phone: 269-657-3148 • Fax: 269-657-7544

**INSTALLMENT PAYMENT AGREEMENT
FOR BUILDING SEWER REPLACEMENT**

THIS AGREEMENT is entered into on _____, 2021, between _____, whose address is _____, _____, MI 49____ (“Owner”), and the Village of Paw Paw, whose address is 111 E. Michigan Ave, Paw Paw, MI 49079 (“Village”), with respect to the real property described on Exhibit A hereto (the “Property”);

WHEREAS, the Village is investing over \$4.1 million in engineering, design, infrastructure, and placemaking elements in the downtown project area; and

WHEREAS, during its infrastructure work in the project area, the Village has discovered that a number of building sewers (connecting the building drain to the sewer main) in the project area are in a deteriorated or failing condition and it can reasonably be assumed that others, including the building sewer on the Property are in a similar condition; and

WHEREAS, under the provisions of Section 38-103(d) of the Village Code of Ordinances, as amended (the “Sewer Ordinance”), owners of all buildings used for human occupancy, employment, recreation, or other purposes situated within the village and abutting on any street, alley, or right-of-way are required at their expense to connect to the public sewer system and maintain and replace their building sewer connections; and

WHEREAS, the Owner and the Village desire to enter into this Agreement to authorize the Village's contractor to enter onto the Property and replace the building sewer on the Property and permit the Owner to pay the costs associated with the building sewer replacement over time in monthly installments plus a \$50 administration charge.

NOW, THEREFORE, OWNER AND THE VILLAGE HEREBY AGREE AS FOLLOWS:

1. **Replacement.** Owner has elected to and hereby authorizes the Village's contractor to enter onto the Property and replace the building sewer on the Property and connect it to the public sewer system in accordance with the Sewer Ordinance.

2. **Cost of Building Sewer Replacement.** As of the date of this Agreement, the cost of the building sewer replacement and connection to the system is \$7,158.03 (the "Building Sewer Replacement Cost").

3. **Installment Payment.** The Owner has elected to have the Village pay the Building Sewer Replacement Cost up front and then bill the Owner in twenty (20) equal monthly installments of \$357.90 each. The first installment of \$354.90 shall be paid to the Village no later than August 31, 2021. The remaining principal installments shall be remitted to the Village monthly and are due by the last calendar day of each month.

4. **Prepayment.** Owner may prepay at any time the outstanding principal balance due pursuant to this Agreement, in whole or in part.

5. **Administration Charge.** A \$50 administration charge shall be paid to the Village at the time of execution of this Agreement.

6. **Other Sewer Rates and Charges.** Owner shall be responsible for the payment of all other applicable sewer rates and charges for connection to and use of the Sewer System including, but not limited to, the cost to connect the Property to the sewer lateral, and sewer charges

due pursuant to the Sewer Ordinance (“Other Sewer Rates and Charges”). Payment of such Other Sewer Rates and Charges are not covered by this Agreement, shall not be payable in installments and shall be due and payable at the times and in the manner set forth in the Sewer Ordinance.

7. **Security and Collection.** Owner acknowledges and agrees that the Building Sewer Replacement Cost due hereunder shall be a lien against the Property, and shall be collected in the event of non-payment in the manner provided by the Section 38-81 of the Village Code, Act 178 of the Public Acts of Michigan of 1939, as amended, and Act 94 of the Public Acts of Michigan of 1933, as amended, including but not limited to the imposition of penalty and additional interest, disconnection of the Property from the Sewer System, placement of delinquent charges on the Village ad valorem property tax roll, and sale of the Property at tax sale. Owner further agrees that the Village may, in its discretion, declare the entire unpaid principal balance due under this Agreement, and accrued interest thereon, to be immediately due and payable if any default by Owner under this Agreement continues for 30 days after written notice of default and intent to accelerate is given by the Village. Once accelerated, the Village may collect the entire unpaid balance as provided in this Section 6.

8. **Recording.** This Agreement is binding upon all future owners and parties of interest in the Property. This Agreement shall be recorded in the Office of the Van Buren County Register of Deeds.

OWNER(s):

VILLAGE OF PAW PAW

By: _____
Sarah Moyer-Cale
Its: Manager

STATE OF MICHIGAN)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by_____.

*
Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:_____

STATE OF MICHIGAN)
)
COUNTY OF VAN BUREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Sarah Moyer-Cale, Manager of the Village of Paw Paw on behalf of the Village.

*
Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:_____

PREPARED BY:
Bradley A. Fowler
Mika Meyers PLC
900 Monroe Ave. NW
Grand Rapids, MI 49503

EXHIBIT A

Legal Description of Property