

**NORTHERN MICHIGAN LIBRARY NETWORK**

**RESOLUTION TO DISSOLVE URBAN COOPERATION AGREEMENT BETWEEN  
THE SUPERIORLAND LIBRARY COOPERATIVE AND MEMBER LIBRARIES**

A resolution made and adopted at a meeting of the Board of the Northern Michigan Library Network, Marquette County, State of Michigan, held at the Superiorland Library Cooperative on the \_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_.m.

Members present: \_\_\_\_\_

\_\_\_\_\_

Members absent: \_\_\_\_\_

\_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, the Superiorland Library Cooperative (“SLC”), West Iron District Library, Dickinson County Library and the Peter White Public Library entered into an Urban Cooperation Agreement (“Agreement”) and formed the Northern Michigan Library Network (“NMLN”) on March 21, 2008, pursuant to the Urban Cooperation Act, 1967 PA 7 (“Act 7”), under which any public agency of the state may jointly exercise any power, privilege or authority that agencies share in common and might each exercise separately; and

WHEREAS, the Bayliss Public Library became a participating public agency in the Agreement in 2010; and

WHEREAS, SLC and the Libraries (collectively referred to as the “Parties”) determined it is in their best interest to terminate the Agreement; and

WHEREAS, NMLN has also determined it is in its best interest to dissolve; and

WHEREAS, Section IV.B., entitled *Termination*, of the Agreement provides that the Agreement may be terminated upon mutual agreement of the governing bodies of the Parties; and

WHEREAS, once terminated, NMLN is dissolved pursuant to Section VI.B. of the Agreement and all assets of NMLN shall be transferred to SLC pursuant to Section VI.C. of the Agreement; and

WHEREAS, to effectuate the transfer of real and personal property, NMLN agrees to enter into a quit claim deed and bill of sale for real and personal property;

WHEREAS, the governing boards of the Parties and NMLN have also or will approve the termination of the Agreement and dissolution of NMLN.

THEREFORE, the Board of the Northern Michigan Library Network, Marquette County, Michigan, resolves as follows:

1. The Board understand and agrees that the Agreement between the Superiorland Library Cooperative and Member Libraries, effective \_\_\_\_\_, 2020, shall be terminated pursuant to Section VI.B. of the Agreement. The Board understands that mutual termination of the Agreement by all Parties to the Agreement will dissolve NMLN.

2. The Board understands that SLC and NMLN will work together to transfer all assets from NMLN to SLC as required by Section VI.C. of the Agreement.

3. To that end, as a condition of agreeing to mutually terminate the Agreement, NMLN and SLC shall execute a Bill of Sale (substantially in the form attached as Exhibit A), to transfer all personal (tangible and intangible) property of NMLN to SLC.

4. Also, as a condition of agreeing to mutually terminate the Agreement, NMLN and SLC shall execute a Quit Claim Deed (substantially in the form attached as Exhibit B), to transfer all real property of NMLN to SLC.

5. All resolutions and parts of resolutions that are in conflict with the provisions of this Resolution are rescinded

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MARQUETTE )

**CERTIFICATION**

I, the undersigned, the duly qualified and acting Secretary of the Board of the Northern Michigan Library Network, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Board of the Northern Michigan Library Network at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary, Board of the  
Northern Michigan Library Network

**EXHIBIT A  
BILL OF SALE**

This Bill of Sale is made as of \_\_\_\_\_, 2020 between NORTHERN MICHIGAN LIBRARY NETWORK (“Seller”) and the, the SUPERIORLAND LIBRARY COOPERATIVE, (“Purchaser”)

For valuable consideration, Seller transfers and conveys to Purchaser all of Seller’s right, title and interest in and to all of the tangible and intangible personal property used by Seller in providing library services, including, without limitation, all of the books, furniture, equipment, and other personal property located in or used in connection with the Seller’s library cooperative located at 1615 Presque Isle Avenue, Marquette, Michigan, and all books, records, reports, documents, instruments and agreements evidencing, detailing or pertaining to any of the personal property, and the Seller’s rights therein. The personal property transferred to the Purchaser shall include, without limitation, the items listed in Exhibit A attached hereto. None of the personal property is subject to any claim, lien, encumbrance or interest of any kind or nature.

Except as expressly provided herein, Seller makes the transfer under this Bill of Sale without any representation, warranty or guaranty, whether express, implied or statutory, including any warranty of condition, merchantability, habitability or fitness for a particular use or purpose. This transfer is made as is, where is, and with all faults.

Purchaser accepts delivery of the personal property and assumes all risk of loss and responsibility for the performance and compliance with any contractual agreement or undertaking related to any of the personal property or any of the Seller’s rights therein.

This Bill of Sale is made as of the date first above written.

SUPERIORLAND LIBRARY COOPERATIVE

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

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

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

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

NORTHERN MICHIGAN LIBRARY NETWORK

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

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

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

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

**EXHIBIT B**  
**QUIT CLAIM DEED**

THE GRANTOR                      Northern Michigan Library Network, a Michigan public body  
formed under 1967 PA 7,

WHOSE ADDRESS IS              1615 Presque Isle, Marquette, Michigan 49855,

QUIT CLAIMS TO                Superiorland Library Cooperative, a Michigan Library Cooperative,

WHOSE ADDRESS IS              1615 Presque Isle, Marquette, Michigan 49855,

the following described premises located in the City of Marquette, County of Marquette, State of Michigan:

Lot 36 of Ayer's Addition to the City of Marquette, Except the South 1 foot of the East 100 feet of said parcel, City of Marquette, County of Marquette, Michigan.

Commonly known as 1617 Presque Isle Avenue, Marquette, Michigan  
Property Parcel No.: 52-52-004-303-50

AND

The South 1.0' of the East 100' of Lot 36, the East 100' of Lot 37, the North 1/2 of Lots 46 and 47 of Ayer's Addition, plus a 12' easement over the West 12' of the South 1/2 of Lot 46. Part of the SE 1/4 of the NW 1/4 Sec. 14, 148N-R25W, City of Marquette, Michigan.

Commonly known as 1615 Presque Isle Avenue, Marquette, Michigan  
Property Parcel No: 52-52-004-303-60

together with all improvements, appurtenances, tenements and hereditaments thereto, but subject to all building and use restrictions, zoning ordinances and easements of record.

for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Northern Michigan Library Network

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

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

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, in and for said County, personally appeared \_\_\_\_\_, \_\_\_\_\_, on behalf of the Northern Michigan Library Network, who executed the foregoing Quit Claim Deed and acknowledged that he/she has executed it on behalf of the Northern Michigan Library Network in his/her capacity as its \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_

PREPARED BY/RETURN TO:  
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