



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

SUE C. CARNELL, Ph.D.
INTERIM STATE SUPERINTENDENT

October 17, 2025

Pentwater District Library Board
ATTN: Mary S. Barker, Library Director
402 Park Street
Pentwater, MI 49449

Dear Ms. Barker:

This letter replaces the letter emailed October 17, 2025 and revises the language related to Weare Township representation.

The Library of Michigan approves the District Library Agreement submitted by the Pentwater Township Library on behalf of Pentwater Township and the Pentwater Public School District as required by the District Library Establishment Act, 1989 PA 24, MCL 397.171, et. seq.

As part of the formation of the district, the library will now be known as the Pentwater District Library.

This letter acknowledges our receipt of the following documents:

- Pentwater District Library Agreement, with necessary attachments.
- Map showing proposed service area of the Pentwater District Library.
- Municipal Resolutions from each participating municipality providing for the establishment of a District Library and approving the submitted District Library Agreement.
- Resolution from the Pentwater Township Library approving the District Library Agreement.

The District Library's legal service area will include all of Pentwater Township and the area of the Pentwater School District that is in Oceana County. The new district will include 59.06% of Weare Township, including an additional population of 300 people who reside in Weare Township, but are in the Pentwater School District, and who were in the contracted service area of Hart Area District Library as part of a contract between Weare Township and Hart Area District Library.

The Pentwater District Library will be a Class 1 Library for purposes of eligibility for funds under the State Aid to Public Libraries Act, 1977 PA 89, MCL 397.551 et seq. More information on the State Aid process and requirements can be found: http://www.michigan.gov/documents/libraryofmichigan/State_Aid_to_Public_Libraries_Application_Process_544008_7.pdf

LIBRARY OF MICHIGAN

702 WEST KALAMAZOO STREET • P.O. BOX 30007 • LANSING, MICHIGAN 48909
www.michigan.gov/libraryofmichigan • 517-335-1516

Pentwater District Library Board

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We look forward to watching the new Pentwater District Library grow. We wish you much luck and continue to be here to assist you in any way possible. Please never hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Randy Riley". The signature is written in a cursive, flowing style.

Randy Riley
State Librarian

cc: Jennifer Balcomb, Director, Mid-Michigan Library League
Michelle Bradley, Library Development Manager, Library of Michigan
Joe Hamlin, Library Data-State Aid/Penal Fines Coordinator, Library of Michigan
Clare Membiela, Library Law Consultant, Library of Michigan
Anne M. Seuryneck, President, Foster Swift Collins & Smith PC
Jonathon Stine, Automatic Voter Registration Analyst, Michigan Dept. of State

DISTRICT LIBRARY AGREEMENT

THIS DISTRICT LIBRARY AGREEMENT is entered into as of the 23rd day of September 2025 by and between Pentwater Township and the Pentwater Public School District ("School District"), County of Oceana (collectively referred to as the "Participating Municipalities") pursuant to the District Library Establishment Act, 1989 PA 24, MCL 397.171, et seq., (the "Act").

The Participating Municipalities agree to establish a district library pursuant to the Act to assure continued library services to the area described in Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof. The governing bodies of the Participating Municipalities have determined that it is in the best interests of the residents of their respective communities to provide library services by establishing a district library. The governing body of the Pentwater Township Library has also determined it is in the best interests of the residents and approved the establishment of a district library under this Agreement as required by the Act.

Therefore, in consideration of the premises and other mutual obligations and promises, the Parties agree as follows:

I. ESTABLISHMENT

- A. **Name.** As of the effective date of this Agreement, the Participating Municipalities hereby establish a district library pursuant to the Act to be known as the "Pentwater District Library" (the "District Library"), having all the powers granted to such district libraries by the Act.
- B. **Participating Municipalities.** The Participating Municipalities to this Agreement are the Pentwater Township ("Township") and the Pentwater Public School District ("School District").
- C. **Territory of the District Library.** The territory of the Participating Municipalities included within the District Library shall be as described in Exhibit A (the "District") and depicted in Exhibit A-1.
- D. **Effective Date of the Agreement.** The Effective Date of the Agreement shall be the date the Agreement is approved by the State Librarian.

II. LIBRARY BOARD

- A. **Governing Board.** The District Library shall be governed by an appointed board (the "Library Board") which shall consist of seven (7) members to be appointed as described below:

1. **Qualifications:**

An individual appointed as a Library Board member shall be a qualified elector of the Participating Municipality that appoints such member on the date the appointment is made. A candidate for appointment to the Library Board shall also be a resident of the District Library District.

2. Appointments; Initial Term:

a. *Pentwater Public Schools*. The Pentwater Public School Board shall appoint four (4) members of the Library Board whose term begins on the Effective Date of the Agreement and two (2) Board members shall have terms that expire on December 31, 2025; one (1) Board member shall have a term that expires on December 31, 2026; and one (1) Board member shall have a term that expires on December 31, 2027.

b. *Pentwater Township*. The Township Board shall appoint three (3) members of the Library Board whose term begins on the Effective Date of the Agreement and one (1) Board member shall have a term that expires on December 31, 2025; one (1) Board member shall have a term that expires on December 31, 2026; and one (1) Board member shall have a term that expires on December 31, 2027.

3. Subsequent Terms. As the terms of office identified in Section A.2.a-b above expire, and with each expiration of office thereafter, the respective Party that made the appointment of the Library Board member whose term has expired shall make an appointment to replace the board members whose terms expired to serve a three (3) year term of office beginning on January 1. Nothing herein shall prohibit a Participating Municipality from reappointing a member whose term has expired to a successive term of office.

4. Beginning of Term. After the initial terms, all terms shall begin on January 1.

5. Library Recommendation. At least two (2) months prior to the expiration of the term of any Library Board Member, the Library Board may provide recommendations of the candidates interested in appointment to the Library Board to the Participating Municipalities.

B. Authority. The Library Board shall have all the powers enumerated in Section 12 of the Act, MCL 397.182, all the powers enumerated in the District Library Financing Act, MCL 397.281, *et seq*, and any other powers granted by law, including but not limited to the following:

1. Establish, maintain, and operate a public library for the District.
2. Appoint and remove officers from among its members.
3. Appoint and remove a librarian and necessary assistants and fix their compensation.
4. Purchase, sell, convey, lease, or otherwise acquire or dispose of real or personal property, including, but not limited to, land contracts and installment purchase contracts.
5. Erect buildings.
6. Supervise and control District Library property.

7. Enter into a contract to receive library-related service from or give library-related service to a library or a municipality within or without the District.

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8. Adopt bylaws and regulations, not inconsistent with this Act, governing the Library Board and the District Library.

9. Propose and levy upon approval of the electors as provided in this Act a tax for support of the District Library.

10. Borrow money pursuant to the District Library Financing Act, 1988 PA 265, MCL 397.281 to 397.290.

11. Issue bonds pursuant to the District Library Financing Act, 1988 PA 265, MCL 397.281 to 397.290.

12. Accept gifts and grants for the District Library.

13. Do any other thing necessary for conducting the District Library service, the cost of which shall be charged against the District Library fund.

14. Exercise any other power authorized by law.

C. **Expenses and Compensation.** The District Library may reimburse Library Board members for necessary expenses that Library Board members incur in the performance of their official duties and may compensate Library Board members pursuant to Section 12(2) of the Act, MCL 397.182.

D. **Vacancy.** The office of the Library Board Member becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed from office by the Governor pursuant to Section 10 of Article V of the State Constitution of 1963, or ceases to be a resident of the district. In addition, the office of a Library Board Member becomes vacant when the incumbent ceases to be a resident of the Participating Municipality that appointed the incumbent.

In the event of a vacancy, the Participating Municipality that appointed the Library Board Member whose position has become vacant shall appoint a replacement as soon as possible who shall serve until the end of the term of the Library Board Member being replaced.

E. **Removal.** In accordance with Section 8(2) of the Act, MCL 397.178(2), the Governor of the State of Michigan shall have the power to remove a member of the Library Board for cause, pursuant to the provisions of Section 10 of Article V of the State Constitution of 1963, as amended.

III. FUNDING AND PROPERTY

A. **Funding.**

1. **General Funding.** Except during the period commencing the Effective Date of the Agreement and continuing until the District Library authorizes and levies a districtwide millage

state aid, grants, penal fines, donations, and bequests, a districtwide millage, or other millage authorized to be levied upon taxpayers of the District, and any other source authorized by law.

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Library funds on hand with the Pentwater Township Library, including any trusts or endowments including but not limited to the Library Fund Balance ("Library Funds"), shall be transferred to the District Library into a District Library fund in accordance with the terms of this Agreement. Upon the Effective Date of the Agreement, the total amount of the fund balances of each Library Fund (each Library Fund that is identified in the 2024 audited financial records) of the Pentwater Township Library shall be transferred to the District Library.

To the extent any monies or property from any source whatsoever are received by either of the Participating Municipalities designated for the operation and administration of community library services or acquisition of books or equipment or other real or personal property for community library use, such Participating Municipality shall transfer such monies and personal property upon receipt thereof to the District Library.

2. Interim Period Funding. During the Interim Period, the operation of the District Library will be funded from revenues derived from state aid, penal fines, grants, donations, and bequests, if any, as stated more fully in Section III.A.1 above. In addition, during the Interim Period, the Participating Municipalities shall provide appropriations to the District Library as follows:

a. Township Funding. During the Interim Period, the Township will continue to levy the maximum authorized millage rate of 1.0 mill, as reduced by the Headlee Amendment. By signing this Agreement, the Library Board of the Pentwater Township Library also agrees and approves during the Interim Period the annual levy of the maximum authorized millage of 1.0 mill, as reduced by the Headlee Amendment. The Township shall deposit the proceeds of the millage in the District Library Fund. Aside from levying the maximum authorized millage as stated more fully in this paragraph, the Township shall have no (0%) additional obligation to provide funds for the District Library during the Interim Period or at any other time.

b. School District Funding. The School District shall have no (0%) obligation to provide funds for the District Library during the Interim Period or at any other time, unless agreed to by the Board of Education of the School District after the District Library is formed.

B. Budget. The Library Board shall annually determine and approve the District Library's Budget.

C. Fiscal Year. Unless otherwise changed by the Library Board after the Effective Date of this Agreement, the fiscal year of the District Library shall be the annual period commencing April 1 and ending the following March 31, provided that the initial fiscal year shall commence on the Effective Date of this Agreement and shall end on the March 31 following the Effective Date of this Agreement.

D. Personal Property Transfer. As of the Effective Date of this Agreement, personal property described in Exhibit B, whether tangible or intangible, of the Pentwater Township Library relating to the Pentwater Township Library shall be transferred pursuant to the terms of the Property Transfer Agreement substantially in the form attached as Exhibit C, and conditioned upon the Township and/or Pentwater Township Library and the District Library entering into the following:

1. The assumption of contractual obligations of the Pentwater Township Library associated with the operation of the library listed on the Assignment and

Assumption of Contracts agreement, substantially in the form attached as Exhibit C-2; and

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2. An Employee Transfer Agreement, substantially in the form attached to this Agreement as Exhibit D; and
3. The Quit Claim Deed to transfer the Library Building, substantially in the form attached to this Agreement as Exhibit E, to the District Library.

D. Real Property. Upon the effective date of this Agreement, the Pentwater Township Library shall execute a Quit Claim Deed conveying the real property owned by the Pentwater Township Library located at 402 Park Street, Pentwater, Michigan, 49449 to the District Library, substantially in the form attached as Exhibit E. The Quit Claim Deed shall be consistent with the as identified in a commitment for title insurance Upon the Effective Date of the Agreement.

E. Contractual Obligations. Contractual obligations of the Township of Pentwater Township and the Pentwater Township Library associated with the operation of the Library listed on Exhibit C-2 shall be assumed by the District Library on the Effective Date of this Agreement.

F. Indemnification and Other Obligations of Library Board. As a condition of the transfer of property or funds to the District Library and to the extent permitted by law, the District Library shall be required to indemnify the Township, School District and Pentwater Township Library (collectively referred to as the "Parties") against all claims, demands, actions, citations or legal proceedings arising from or relating to the operation by the Library Board of the District Library after the Effective Date of this Agreement, as provided in Exhibit C, and shall be required to obtain insurance coverage in amounts reasonably determined by the Parties to meet such liabilities. Such insurance policies shall name the Parties as additional insureds. The Pentwater Township Library shall be required to notify the District Library of all pending, probable, or threatened claims, demands, actions, citations, or legal proceedings that arise on or before the effective date of the Agreement ("Pre-Existing Claims") and the Pentwater Township Library shall indemnify the District Library against Pre-Existing Claims.

IV. EMPLOYEES

A. Employee Transfer. Upon the Effective Date of the Agreement, the Employees of the Pentwater Township Library shall be transferred to the District Library under the terms and conditions provided in the Employee Transfer Agreement substantially in the form attached as Exhibit D. Before the date upon which the Pentwater Township Library employees are transferred to the District Library, the Pentwater Township Library shall give notice to all employees as required by Section 1 of the Employee Transfer Agreement attached as Exhibit D.

V. OTHER PROVISIONS

A. Term. This Agreement shall continue in perpetuity unless the District Library is dissolved pursuant to Section V.B or automatically terminated pursuant to Section V.C.

B. Dissolution of District Library/Distribution of Assets. The District Library shall be dissolved and the Municipality withdraws from the District Library as provided in

C. **Withdrawal from Agreement.** Any Participating Municipality may withdraw from the District Library in accordance with Section 24 of the Act, MCL 397.194, provided that no Participating Municipality may adopt a resolution authorizing its withdrawal prior four (4) years from the Effective Date of the Agreement. In the event the withdrawal of the Participating Municipality would cause the dissolution of the District Library, such withdrawal and dissolution shall be subject to the requirements specified in Section V.B of this Agreement. In the event the withdrawal of a Participating Municipality would not cause the dissolution of the District Library, the assets belonging to the District Library would remain the property of the District Library.

D. **Addition of Other Municipalities.** Any Township, village, township, or county (a "Municipality") may become a Participating Municipality to this Agreement and all or a portion of the territory of the Municipality be added to the District if:

1. The governing body of the Municipality resolves by majority vote that the Municipality become a Participating Municipality to this Agreement and that all or a portion of the territory of the Municipality be added to the District.

2. The governing body of the Municipality files a certified copy of its resolution with the chairperson of the Library Board.

3. The Library Board adopts a resolution authorizing an amendment to this Agreement reflecting the addition of the Municipality and the territory of the Municipality to the District, specifying the changes in Library Board representation, or identifying changes to the percentage of funds necessary for the establishment and operation of the District Library to be provided by the Municipality within six (6) months of the date of receipt of the resolution of the Municipality.

4. The electors of the Municipality or the portion of the territory of the Municipality to be added to the District shall have approved the levy of the district-wide millage, if any, by majority of the electors voting on the question.

5. The amendment to the agreement shall be reviewed and approved by the State Librarian as required by Section 5(2) of the Act, MCL 397.175(2).

E. **Remedies.** In the event of failure by any of the Parties to perform its obligations under this Agreement, the other Parties, and each of them separately, shall have the power to seek such remedies as shall be available to them at law or in equity, including actions for mandamus.

F. **Amendment.** This Agreement may be amended in writing upon the consent of (1) the legislative bodies of the Participating Municipalities, pursuant to Section 4(1)(e) of the Act, MCL 397.174(1)(e), (2) a majority of the Library Board appointed and serving, and (3) upon approval of the State Librarian as provided in Section 5 of the Act, MCL 397.175.

G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

H. **Severability.** If any clause, provision, or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions, or sections.

I. **Execution in Counterparts.** This Agreement may be executed in two or more

counterparts, each of which shall be deemed and all of which shall constitute one and the same agreement, and the signature of any Participating Municipality to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

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IN WITNESS WHEREOF, the Participating Municipalities have caused this Agreement to be duly executed as of the date first written above.

PENTWATER PUBLIC SCHOOL DISTRICT

By: [Signature]
Its: SCHOOL BOARD PRESIDENT

TOWNSHIP OF PENTWATER

By: [Signature]
Its: Twp. Supervisor

PENTWATER TOWNSHIP LIBRARY

By: [Signature]
Its: Pentwater Township Library Board President

EXHIBIT A

The District Library shall be comprised of all that territory which is currently located in the jurisdictional limits of the Township of Pentwater and the Pentwater Public School District, Oceana County, excluding the portion of the Pentwater Public School District that is located in Mason County.

EXHIBIT A-1
The Proposed District is in Yellow.

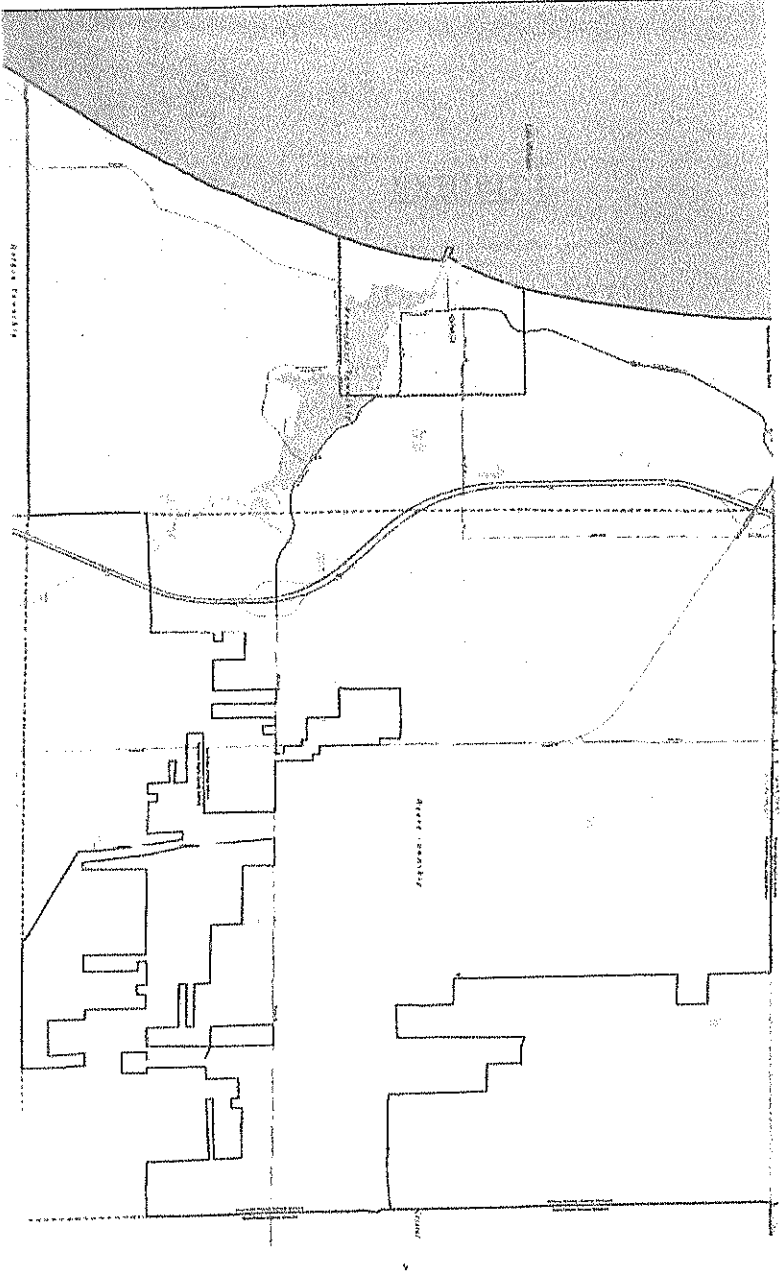


EXHIBIT B

PERSONAL PROPERTY

The following assets, including personal property and other funds, belong to the Pentwater Township Library and are held for library purposes, including but not limited to:

1. All personal property located in the Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement, including but not limited to:
 - a. All books, magazines, books on tape, compact discs, videos, and DVDs.
 - b. All computers, equipment for the network and all other hardware and software.

EXHIBIT B

PERSONAL PROPERTY

The following assets, including personal property and other funds, belong to the Pentwater Township Library and are held for library purposes, including but not limited to:

1. All personal property located in the Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement, including but not limited to:

- a. All books, magazines, books on tape, compact discs, videos, and DVDs.
- b. All computers, equipment for the network and all other hardware and software.
- c. All tables, chairs, desks, and filing cabinets.
- d. All library records.
- e. All supplies.

2. All shelving and cabinets located in the Pentwater Township Library, Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement.

3. Pentwater Township Library cash and other assets, including but not limited to the West Shore Bank Money Market; Business Ventures (Checking Account through West Shore Bank); Shelby State Bank; MI-CLASS; Oceana County Community Foundation - Pentwater Township Library Endowment Fund.

EXHIBIT C

PROPERTY TRANSFER AGREEMENT**TRANSFER OF ASSETS AND ASSUMPTION OF
LIABILITIES AND CONTRACTUAL OBLIGATIONS**

THIS AGREEMENT is entered into as of the 29th day of November, 2025, by and between the Township of Pentwater Township (hereinafter "Township"), Pentwater Township Library and the Pentwater District Library (hereinafter "District Library").

WHEREAS, the District Library was established by agreement effective as of October 17, 2025 ("District Library Agreement") entered into by the Township and the Pentwater Public School District ("School District") in accordance with the District Library Establishment Act, 1989 PA 24, as amended, to provide library services in the School District and the Township boundaries;

WHEREAS, the Pentwater Township Library has operated a Pentwater Township Library (the "Pentwater Township Library") and the financial records of the Pentwater Township Library have been maintained on the same fiscal year as that of the Township which ends on each April 30; and the financial records of the Pentwater Township Library have been audited separately from those of the Township.

THEREFORE, in consideration of the premises, the Township, the Pentwater Township Library, and the District Library agree as follows:

1. The Pentwater Township Library shall close the fiscal year of the Pentwater Township Library as of the Effective Date of the District Library Agreement.
2. At its own cost, the District Library shall either audit the financial statement of the Pentwater Township Library for the period of April 1, 2023 through the Effective Date of the District Library Agreement (as defined in the District Library Agreement) or shall cause the financial statements of the Pentwater Township Library for the period April 1, 2025 through the Effective Date of the District Library Agreement to be audited. The District Library shall provide at no cost to the Township a copy of the audited statements for the Pentwater Township Library for the short fiscal year ending on the Effective Date of the District Library Agreement upon completion and release by the certified public accountant performing the audit.
3. On the Effective Date of the District Library Agreement, subject to the terms of this Property Transfer Agreement and pursuant to the terms of the Bill of Sale attached as Exhibit C-1 to this Agreement, the Pentwater Township Library shall transfer all of the tangible and intangible personal property assets of the Pentwater Township Library, including (a) the Library Fund held in the Township of Pentwater Township treasury (which would include any trusts or endowments,) and (b) all Pentwater Township Library assets, to the District Library listed in

Exhibit B of the District Library Agreement subject to all the liabilities and contractual obligations to the District Library.

The Pentwater Township Library and the District Library shall execute the Bill of Sale attached as Schedule C-1 to this Property Transfer Agreement. The District Library shall have authority to dispose of such property as authorized by the District Library Board if it is no longer needed for library purposes.

4. The Pentwater Township Library shall assign, and the District Library accepts the assignment of the Library Contracts set forth in Exhibit C-2 to this Property Transfer Agreement. The Pentwater Township Library and the District Library shall execute the Assignment and Assumption of Contracts attached as Exhibit C-2 to the Property Transfer Agreement.
5. Pentwater Township Library shall transfer employees to the District Library as set forth in the Employee Transfer Agreement attached as Exhibit D to the District Library Agreement.
6. The Pentwater Township Library and Pentwater Township shall transfer the Library Building located at 402 Park Street, Pentwater, Michigan, 49449, pursuant to a quit claim deed substantially in the form attached to this Agreement as Exhibit E to the District Library Agreement.
7. In the event of failure by either party to perform its obligations under this Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the Township, the Pentwater Township Library, and the District Library shall have executed this Agreement as of the date first indicated above by and through their respective duly authorized representatives.

PENTWATER DISTRICT LIBRARY

By: Talene Church McHugh

Its: President

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PENTWATER TOWNSHIP LIBRARY

By: Talene Chahal-McHugh

Its: President

PENTWATER TOWNSHIP

By: Lynne Cavazos

Its: Supervisor

EXHIBIT C-1

BILL OF SALE

This Bill of Sale is made as of the 29th day of November, 2025, between **PENTWATER TOWNSHIP LIBRARY**, a Michigan library established pursuant to 1877 PA 24 ("Seller"), and the **PENTWATER DISTRICT LIBRARY**, a Michigan library established pursuant to the District Library Establishment Act, 1989 PA 24 ("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 Pentwater Township Library services, including, without limitation, all of the books, furniture, equipment, and other personal property located in or used in connection with the Pentwater Township Library located at Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, 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 1 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 written above.

PENTWATER DISTRICT LIBRARY

By: Valerie Church-McHugh

Its: President

PENTWATER TOWNSHIP LIBRARY

By: Valerie Church-McHugh

Its: President

Exhibit 1 to Bill of Sale

PERSONAL PROPERTY

The following assets, including personal property and other funds, belong to the Pentwater Township Library and are held for library purposes, including but not limited to:

1. All personal property located in the Pentwater Township Library, Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement, including but not limited to:

- a. All books, magazines, books on tape, compact discs, videos, and DVDs.
- b. All computers, equipment for the network and all other hardware and software.
- c. All tables, chairs, desks, and filing cabinets.
- d. All library records.
- e. All supplies.

2. All shelving and cabinets located in the Pentwater Township Library, Pentwater Township Library, 402 Park Street, Pentwater, Michigan, 49449, on the Effective Date of the Agreement.

3. Pentwater Township Library cash and other assets, including but not limited to the West Shore Bank Money Market; Business Ventures (Checking Account through West Shore Bank); Shelby State Bank; MI-CLASS; Oceana County Community Foundation - Pentwater Township Library Endowment Fund..

EXHIBIT C-2 TO PROPERTY TRANSFER AGREEMENT

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS ("Assignment") is made on the 29th day of November, 2025 between the Pentwater Township Library and the Pentwater District Library ("District Library").

For valuable consideration, the Pentwater Township Library assigns, conveys and transfers to the District Library, and the District Library accepts, acquires, and assumes the obligations of the Pentwater Township Library under the agreements attached hereto as Exhibit A ("Agreements").

The Pentwater Township Library warrants that, based on information and representations made to it by its Library Board, it has substantially performed and complied with all its covenants and agreements under the Agreements, and that no event has occurred, or condition exists which is an event of default or breach of the Agreements.

The District Library assumes the covenants, agreements, obligations, and responsibilities of the Pentwater Township Library under the Agreements from and after the date of this Assignment.

IN WITNESS WHEREOF, the Pentwater Township Library and the Pentwater District Library have caused this assignment to be executed by their duly authorized officers.

PENTWATER TOWNSHIP LIBRARY

By: Valerie Chappel - McHugh

Its: President

PENTWATER DISTRICT LIBRARY

By: Valerie Chappel - McHugh

Its: President

EXHIBIT A TO THE ASSIGNMENT AND
ASSUMPTION OF CONTRACTS

LIST ALL CONTRACTS

1. [Xerox
2. LibraryAware
3. OverDrive
4. Apollo
5. Midwest Tape
6. Kanopy
7. Streamline
8. Shotwell Solutions
9. Brickley Delong
10. Quick Books
11. Best Coast Storage

EXHIBIT D**EMPLOYEE TRANSFER AGREEMENT**

THIS AGREEMENT is entered into as of the 29th day of November, 2025, by and between Pentwater Township Library (hereinafter "Pentwater Township Library"), and the Pentwater District Library (hereinafter "District Library").

WHEREAS, the District Library was established by agreement effective as of October 17, 2024 ("District Library Agreement") in accordance with the District Library Establishment Act, 1989 PA 24, as amended, to provide library services in the District Library District.

WHEREAS, Section IV of the District Library Agreement requires that the District Library will hire each employee of the Pentwater Township Library as of the Effective Date of the District Library Agreement, if such employee is desirous of such employment, under certain terms and conditions set forth herein; and

WHEREAS, the purpose of this Employee Transfer Agreement is to implement such provisions and fulfill such conditions.

THEREFORE, in consideration of the premises, the parties agree as follows:

1. On the date that the Pentwater Township Library approves the District Library Agreement, the Pentwater Township Library shall give notice or shall have caused notice to be given to all Pentwater Township Library employees who are employees on the date that the Pentwater Township Library approves the District Library Agreement (the "Pentwater Township Library Employees") (identified in Exhibit A to this Employee Transfer Agreement) that the Pentwater Township Library will cease operating a public library and that the Pentwater Township Library will be terminating its employer relationship with all Pentwater Township Library Employees as of the Effective Date of the District Library Agreement.
2. Commencing on the Effective Date of the District Library Agreement, the District Library shall offer employment to each Pentwater Township Library Employee, in accordance with the applicable law and to the best of its ability, with the following:
 - a. All Pentwater Township Library Employees shall be offered and given seniority credits and sick leave, vacation, insurance, and pension credits in accordance with the records of the Pentwater Township Library with respect to those employees.
 - b. All Pentwater Township Library Employees who were members and beneficiaries of any pension or retirement system or other benefits established by the Pentwater Township Library shall continue to have rights, privileges, benefits, obligations, and status with respect to those systems.

c. The District Library shall assume the obligations of the Pentwater Township Library with regard to wages, salaries, hours, working conditions, sick leave, health and welfare and pension or retirement provisions for all Pentwater Township Library Employees who accept employment with the District Library.

d. To the extent Pentwater Township Library Employees were not guaranteed sick leave, health and welfare and pension or retirement pay based on seniority, the District Library shall not be required to provide these benefits retroactively. Furthermore, the employment status of the Pentwater Township Library Employees will transfer to the employment relationship with the District Library (i.e. employee working on a part-time basis for 20 hours for the Pentwater Township Library will only be eligible for employment as a part-time employee for 20 hours for the District Library.)

e. Any Pentwater Township Library Employee who is transferred to a position with the District Library shall, by reason of such transfer, be placed in a substantially similar position with respect to current workers' compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that such employee enjoyed as an employee of the Pentwater Township Library.

3. The Pentwater Township Library shall indemnify the District Library against any costs or liabilities arising from the termination by the Pentwater Township Library of the Pentwater Township Library Employees, resulting from the cessation by the Pentwater Township Library of its responsibilities to provide Pentwater Township Library services or the hiring or offering to hire such employees by the District Library or both.

4. In the event of failure by either party to perform its obligations under this Employee Transfer Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective duly authorized representatives as of the date first indicated above.

WITNESS:

PENTWATER TOWNSHIP LIBRARY

Mareon Kelly
1-6-2020

By: Valerie Church-Hughes
Its: President

PENTWATER DISTRICT LIBRARY

Ken C Beers
1/6/2020

By: Valerie Church-Hughes
Its: President

Exhibit A to Employee Transfer Agreement

Mary S. Barker, Director
Tammy Hammerle, Assistant
Justin Wanbaugh, Assistant
James Mueller, Aide
Olivia Bradley, Aide

RECEIVED NOV 29 2025

EXHIBIT E

QUIT CLAIM DEED

QUIT CLAIM DEED

GRANTOR

Pentwater Township Library, a Michigan public library,

WHOSE ADDRESS IS,

402 E. Park Street, Pentwater, Michigan 49449,

WHICH CLAIMS TO,

Pentwater District Library, a Michigan district library,

WHOSE ADDRESS IS,

402 E. Park Street, Pentwater, Michigan 49449,

the following described premises located in the Village of Pentwater, County of Oceana, State of Michigan

That part of Lot 1 of Block 3 of the plat of Cobb's Addition to the Village of Pentwater, according to plat thereof recorded in Oceana County records, described as follows: Commencing at the Southwest corner of said Lot 1 of Block 3 as the point of beginning; thence North 00° 44'25" East along the West line of Lot 1 for a distance of 110.00 feet; thence South 89° 59'55" East parallel with the South line of Lot 1 for a distance of 62.96 feet; thence along a non-tangent curve to the left having a radius of 100.00 feet and an arc length of 88.43 feet, being subtended by a chord of South 38° 11'35" East for a distance of 85.57 feet; thence South 00° 51'35" West along the East line of Lot 1 for a distance of 42.74 feet; thence North 89° 59'55" West along the South line of Lot 1 for a distance of 116.66 feet to the point of beginning.

Together with all improvements, appurtenances, tenements and hereditaments

thereon for the sum of: \$1.00.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and (h) and MCL 207.526(a) because the value of the consideration is less than \$100.00 and because Grantor is a municipality in the State of Michigan

GRANTOR

Pentwater Township Library, a Michigan public library




By: Valerie Church-McHugh

Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF OCEANA)

The foregoing instrument was acknowledged before me on this 12th day of November, 2025, by Maureen Church-McHugh, President for the Pentwater Township Library.



Maureen Murphy, Notary Public
Oceana County, State of Michigan

My commission expires: April 23, 2028

Acting in the County of Oceana

MAUREEN MURPHY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OCEANA
MY COMMISSION EXPIRES APRIL 23, 2028
ACTING IN THE COUNTY OF OCEANA

PREPARED BY/RETURN TO:
Scott H. Hogan (P41921)
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltline Avenue NE, Suite 200
Grand Rapids, MI 49525
Phone: 726-2200

STATE-00001:201843619-1

PENTWATER TOWNSHIP LIBRARY

RESOLUTION APPROVING DISTRICT LIBRARY AGREEMENT

At a meeting of the Library Board of the Pentwater Township Library ("Library Board"),
County, Michigan, held at the Library on 22nd day of September,

PRESENT: Valerie Church-McHugh, Joan Lundberg, Elly Bambridge,

Kendra Flynn, Jennifer Gwillim, Amber Jacobs

ABSENT: None

The following Resolution was offered by Gwillim and
seconded by Lundberg.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"),
a District Library Agreement has been presented to the Library Board substantially in the form
with the Library Board Secretary (the "Agreement") for the purpose of establishing a
District library to be known as the Pentwater District Library (the "District Library") with
Pentwater Township ("Township") and the Pentwater Public School District ("School District")
as participating municipalities; and

WHEREAS, pursuant to the DLEA, as participating municipalities, the Township and the
School District must approve entry into the Agreement; and

WHEREAS, pursuant to the DLEA, the Library Board of the Pentwater Township
Library must also approve entry into the Agreement; and

WHEREAS, prior to the establishment of the District Library under the DLEA, it is
necessary for the Library Board to consider and approve the Agreement as the existing public
library within the proposed district; and

WHEREAS, the Library Board desires to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED by the Library Board of the Pentwater
Township Library as follows:

1. The Library Board has determined that it is necessary and in the best interests of the Library to establish the Pentwater District Library pursuant to the DLEA.
2. The Library Board approves the Agreement attached as an Exhibit to this Resolution.

PENTWATER TOWNSHIP

RESOLUTION APPROVING DISTRICT LIBRARY AGREEMENT

At a meeting of the Township Board of Pentwater Township ("Township"), Oceana County, Michigan, held at the Township Hall on the 10th day of September 2025.

PRESENT: Cavazos, Douglas, Flynn, Holub & Murphy

ABSENT: None

The following Resolution was offered by Flynn and seconded by Murphy.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"), a District Library Agreement has been presented to the Township Board substantially in the form on file with the Township Clerk (the "Agreement") for the purpose of establishing a district library to be known as the Pentwater District Library (the "District Library") with Pentwater Township ("Township") and Pentwater Public School District ("School District") as participating municipalities; and

WHEREAS, pursuant to the DLEA, as participating municipalities, the Township and the School District must approve entry into the Agreement; and

WHEREAS, pursuant to the DLEA, the Library Board of the Pentwater Township Library must also approve entry into the Agreement as an existing library within the proposed district; and

WHEREAS, prior to the establishment of the District Library under the DLEA, it is necessary for the Township Board to consider and approve the Agreement as a participating municipality.

WHEREAS, the Township Board desires to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED by the Township Board of the Pentwater Township as follows:

1. The Township Board has determined that it is necessary and in the best interests of the Township to establish the Pentwater District Library pursuant to the DLEA.
2. The Township Board approves the Agreement attached as an Exhibit to this Resolution.

PENTWATER PUBLIC SCHOOL DISTRICT

RESOLUTION APPROVING DISTRICT LIBRARY AGREEMENT

At a meeting of the School Board of the Pentwater Public School District ("School Board"),
Oceana and Mason Counties, Michigan, held at 7:00 pm on 15th day of
September, 2025.

PRESENT: M. Shohwell, R. Williams, K. Prescott, L. Nugent, A. Baker,
V. Thurston-Cox

ABSENT: A. Lamb

The following Resolution was offered by Williams and
seconded by Prescott.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"), a
District Library Agreement has been presented to the School Board substantially in the form on file
with the School Board Secretary (the "Agreement") for the purpose of establishing a district library
to be known as the Pentwater District Library (the "District Library") with Pentwater Township
("Township") and the Pentwater Public School District ("School District") as participating
municipalities; and

WHEREAS, pursuant to the DLEA, as participating municipalities, the Township and the
School District must approve entry into the Agreement; and

WHEREAS, pursuant to the DLEA, the Library Board of the Pentwater Township Library
must also approve entry into the Agreement as an existing library within the proposed district; and

WHEREAS, prior to the establishment of the District Library under the DLEA, it is
necessary for the School Board to consider and approve the Agreement as a participating
municipality.

WHEREAS, the School Board desires to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED by the School Board of the Pentwater Public
School District as follows:

1. The School Board has determined that it is necessary and in the best interests of the
School District to establish the Pentwater District Library pursuant to the DLEA.

2. The School Board approves the Agreement attached as an Exhibit to this Resolution.
3. The School Board authorizes the President and/or the Secretary to execute and deliver the Agreement and to execute and deliver any other certificates or documents as may be required by the Library of Michigan.
4. The School Board authorizes President to approve any non-substantive changes to the Agreement or changes required by the Library of Michigan if required before the Agreement is approved by the Library of Michigan.
5. The Effective Date of the Agreement shall be the date stated in Section I.D of the Agreement.
6. All resolutions or motions and parts of resolutions or motions in conflict with this resolution are hereby repealed to the extent of such conflict.

ADOPTED:

YEAS: 6

NAYS: 0

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)
 COUNTY OF OCEANA) SS.



TONI GLOVER
 My Commission Expires
 September 27, 2030
 County of Oceana
 Acting in the County of Oceana

I, the undersigned, the duly qualified and acting Secretary of the Pentwater Public School District, DOES HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the School Board of the School District at a meeting held on the 15th day of September, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required under the Open Meetings Act.

Laura August
 School Board Secretary

PENTWATER PUBLIC SCHOOL DISTRICT

RESOLUTION APPOINTING INITIAL BOARD MEMBERS

At a meeting of the School Board of Pentwater Public School District ("School Board"), Oceana and Mason Counties, Michigan, held at the Room #303 on 18th day of September, 2025.

PRESENT: M. Shotwell, R. Williams, K. Prescott, L. Nugent, A. Baker, V. Thurston-Cox

ABSENT: A. Lamb

The following Resolution was offered by Prescott and seconded by Baker.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"), a District Library Agreement has been presented to the School Board substantially in the form on file with the School Board Secretary (the "Agreement") for the purpose of establishing a district library to be known as the Pentwater District Library (the "District Library") with Pentwater Township ("Township") and the Pentwater Public School District ("School District") as participating municipalities; and

WHEREAS, upon the effective date of the Agreement, the District Library shall be formed;

WHEREAS, pursuant to the terms of the Agreement, the School Board must appoint four (4) members to the District Library Board for the initial terms identified in the Agreement; and

WHEREAS, the School Board desires to make the appointments.

NOW THEREFORE, BE IT RESOLVED by the School Board of the Pentwater Public School District as follows:

I. The School Board appoints the following four (4) members to the District Library Board whose term begin on the Effective Date of the Agreement and whose term ends as follows:

a. The School Board appoints Kendra Flynn whose term ends on December 31, 2025.

b. The School Board appoints Linda Vangills whose term ends on December 31, 2025.

- c. The School Board appoints Amber Jacobs whose term ends on December 31, 2026.
- d. The School Board appoints Jennifer Quillim whose term ends on December 31, 2027.
- 2. The Effective Date of the Agreement shall be the date stated in Section I.D of the Agreement.
- 3. All resolutions or motions and parts of resolutions or motions in conflict with this resolution are hereby repealed to the extent of such conflict.

ADOPTED:

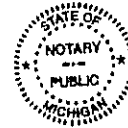
YEAS: 6

NAYS: 0

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)
 COUNTY OF OCEANA)

SS.



TONI GLOVER
 My Commission Expires
 September 27, 2030
 County of Oceana Oceana
 Acting in the County of Oceana

I, the undersigned, the duly qualified and acting Secretary of the Pentwater Public School District, DOES HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the School Board of the School District at a meeting held on the 15th day of September, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required under the Open Meetings Act.

Laura Nugent

School Board Secretary.

RECEIVED

PENTWATER TOWNSHIP

RESOLUTION APPOINTING INITIAL BOARD MEMBERS

At a meeting of the Township Board of Pentwater Township ("Township Board"), Oceana County, Michigan, held at the Township Hall on the 10th day of September 2025.

PRESENT: **Cavazos, Douglas, Flynn, Holub & Murphy**

ABSENT: **None**

The following Resolution was offered by **Cavazos** and seconded by **Douglas**.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"), a District Library Agreement has been presented to the Township Board substantially in the form on file with the Township Clerk (the "Agreement") for the purpose of establishing a district library to be known as the Pentwater District Library (the "District Library") with Pentwater Township ("Township") and the Pentwater Public School District ("School District") as participating municipalities; and

WHEREAS, upon the effective date of the Agreement, the District Library shall be formed;

WHEREAS, pursuant to the terms of the Agreement, the Township Board must appoint three (3) members to the District Library Board for the initial terms identified in the Agreement; and

WHEREAS, the Township Board desires to make the appointments.

NOW THEREFORE, BE IT RESOLVED by the Township Board of the Pentwater Township as follows:

1. The Township Board appoints the following three (3) members to the District Library Board whose term begin on the Effective Date of the Agreement and whose term ends as follows:
 - a. The Township Board appoints **Valerie Church-McHugh** whose term ends on December 31, 2025.
 - b. The Township Board appoints **Elly Bainbridge** whose term ends on December 31, 2026.
 - c. The Township Board appoints **Joan Lundborg** whose term ends on December 31, 2027.

PENTWATER TOWNSHIP

RESOLUTION APPROVING ATTACHMENTS TO THE
DISTRICT LIBRARY AGREEMENT

At a meeting of the Township Board of the Pentwater Township ("Township Board"),
~~County~~ County, Michigan, held at the Township Hall on the 10th day of September 2025.

PRESENT: Cavazos, Douglas, Flynn, Holub & Murphy

ABSENT: None

The following Resolution was offered by Douglas and seconded by Holub.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"), a
 District Library Agreement has been presented to the Township Board substantially in the form on
 file with the Township Clerk (the "Agreement") for the purpose of establishing a district library to
 be known as the Pentwater District Library (the "District Library") with Pentwater Township
 ("Township") and Pentwater Public School District ("School District") as participating
 municipalities; and

WHEREAS, as part of the establishment process, the Pentwater Township Library and the
 Township have agreed to enter into agreements with the District Library to assist the District Library
 in its operations; and

WHEREAS, the Township Board has determined that it is in the best interests of the health,
 safety, and welfare of its residents to approve the agreements.

NOW THEREFORE, BE IT RESOLVED by the Township Board of the Pentwater
 Township as follows:

1. The Township Board hereby accepts its responsibilities under the District Library Agreement to enter into agreements as stated more fully in this Resolution. The District Library Agreement, including all its exhibits, is attached to this Resolution.
2. The Township Board approves the Property Transfer Agreement attached as Exhibit C to the District Library Agreement.
3. The Township Board also authorizes the Supervisor or Clerk to negotiate and execute any other agreement or document that may be necessary in order to effectuate the Pentwater Township's obligation under the District Library Agreement or any of its attached agreements. The authorization in this paragraph shall be in effect and the

name individuals shall have the authority to act on behalf of the Library Board even after the establishment of the District Library.

4. All resolutions or motions and parts of resolutions or motions in conflict with this resolution are hereby repealed to the extent of such conflict.

ADOPTED:

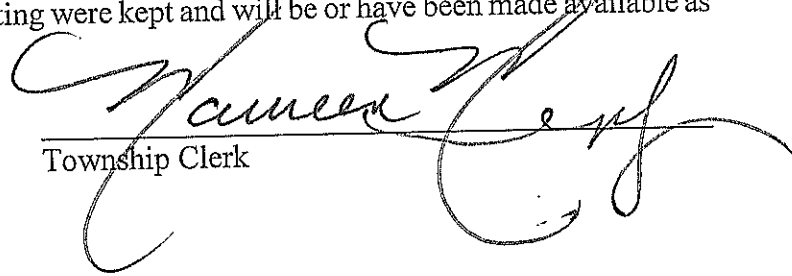
YEAS: Douglas, Holub, Flynn, Murphy & Cavazos

NAYS: None

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Clerk of the Pentwater Township, DOES HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of the Township at a meeting held on the 10th day of September, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required under the Open Meetings Act.


Township Clerk

PENTWATER TOWNSHIP LIBRARY

RESOLUTION APPROVING ATTACHMENTS TO THE
DISTRICT LIBRARY AGREEMENT

At a meeting of the Library Board of the Pentwater Township Library ("Library Board"), Oceana County, Michigan, held at the Library on 22nd day of September, 2025.

PRESENT: Church-McHugh, Lundborg, Bainbridge,

Flynn, Swilliam, Jacob

ABSENT: None

The following Resolution was offered by Bainbridge and seconded by Swilliam.

WHEREAS, as part of the establishment process, the Pentwater Township Library and the City have agreed to enter into several agreements with the District Library in order to assist the District Library in its operations; and

WHEREAS, the Library Board has determined that it is in the best interests of the health, safety, and welfare of its residents to approve the agreements.

NOW THEREFORE, BE IT RESOLVED by the Library Board of the Pentwater Township Library as follows:

1. The Pentwater Township Library Board hereby accepts its responsibilities under the District Library Agreement to enter into agreements as stated more fully in this Resolution. The District Library Agreement, including all its exhibits, is attached to this Resolution.
2. The Pentwater Township Library Board approves the Property Transfer Agreement attached as Exhibit C to the District Library Agreement.
3. The Pentwater Township Library Board approves the Bill of Sale attached as Exhibit C-1 to the Property Transfer Agreement (the Property Transfer Agreement is attached as Exhibit C to the District Library Agreement).
4. The Pentwater Township Library Board approves the Assignment and Assumption of Contracts attached as Exhibit C-2 to the Property Transfer Agreement (the Property Transfer Agreement is attached as Exhibit C to the District Library Agreement).
5. The Pentwater Township Library Board approves the Employee Transfer Agreement attached as Exhibit D to the District Library Agreement.

6. The Pentwater Township Library Board approves the Assignment of Land Contract attached as Exhibit E to the Agreement.
7. The Pentwater Township Library Board authorizes the President and/or Secretary to execute the agreements approved in paragraphs 2 through 6 above.
8. The Pentwater Township Library Board also authorizes the President, Director and/or Secretary to negotiate and execute any other agreement or document that may be necessary in order to effectuate the Pentwater Township Library Board's obligation under the District Library Agreement or any of its attached agreements. The authorization in this paragraph shall be in effect and the name individuals shall have the authority to act on behalf of the Library Board even after the establishment of the District Library.
9. All resolutions or motions and parts of resolutions or motions in conflict with this resolution are hereby repealed to the extent of such conflict.

ADOPTED:

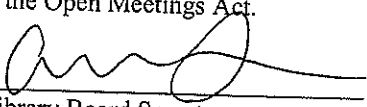
YEAS: 6

NAYS: 0

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
 COUNTY OF OCEANA)

I, the undersigned, the duly qualified and acting Secretary of the Pentwater Township Library, DOES HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Library Board of the Library at a meeting held on the 22nd day of September, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required under the Open Meetings Act.



 Library Board Secretary