

**AGREEMENT FOR JOINT SUPPORT AND OPERATION  
OF THE RHINELANDER DISTRICT LIBRARY**

WHEREAS, the City of Rhinelander and the Towns of Crescent, Newbold, Pelican and Pine Lake (the "Municipalities") have established a Joint Library District pursuant to §43.53, Wis. Stats. (the "District"); and

WHEREAS, all five Municipalities have previously entered into agreements relating to the creation and operation of the District; and

WHEREAS, all five Municipalities recognize the benefit to their communities of the joint operation of the Rhinelander District Library (the "Library"), and wish to continue the District;

NOW THEREFORE, WITNESSETH, that for and in consideration of the mutual agreements, covenants and provisions herein contained, the parties hereto agree that the District shall be maintained and operated according to the terms and conditions as set out herein:

1. Joint Library District Board of Trustees - Memberships - Terms. The Joint Library District Board of Trustees (the "Board") shall have all of the powers contained in §43.58, Wis. Stats. The Board shall consist of three Trustees representing the City of Rhinelander, and one Trustee representing each of the other Municipalities, and one Trustee representing the Rhinelander School District. Any Town which contributes more than 16% of the municipal share budget shall be entitled to a second Trustee, with the full powers of all other Trustees of the Board. The Town Trustees shall be appointed by the respective Town Chairmen, and the City Trustees shall be appointed by the Mayor, all subject to confirmation by their respective legislative bodies. The Rhinelander School District trustee shall be the Superintendent of Schools, or the Superintendent's designee. Appointments shall be for staggered three-year terms as determined by the Board in order to obtain a measure of continuity of the Board. The Trustees shall elect a president, vice president and treasurer, and shall adopt such rules in accordance with §43.58, Wis. Stats.
2. Powers and Duties. It is understood that the Board shall operate pursuant to §43.58, Wis. Stats., and that all sources of revenue shall be used for the operation of the Library, except those permanent trust funds and gifts under the Board's control. All monies received by devise, bequest or gift for the purposes of the District shall be administered as all other funds, but under a separate account unless stated to the contrary as a provision of the devise, bequest or gift. It is further understood that the Board shall be free to contract with any of the respective municipalities and the County of Oneida for services.
3. Joint Library District Budget. The Board shall submit its estimate of library financial needs each year to the appropriate governing body of each Municipality on or before September 15<sup>th</sup>. Such budget shall outline in detail the purpose of the proposed expenditures and operating costs. Such budget shall be subject to review by the governing body of each Municipality. Should any governing body desire a change or revision to the budget, it must notify the Board on or before October 1<sup>st</sup>. Upon the Board being notified that a Municipality is seeking revision of the budget, the Board shall

immediately request that each Town Chairperson, or in the case of the City of Rhinelander, the Mayor, choose one person to represent the Municipality and serve on an Arbitration Committee to arbitrate the revision of the Library budget. The Town Chairperson or Mayor of each Municipality shall choose their respective representatives to serve on the Arbitration Committee by October 15<sup>th</sup>. The Arbitration Committee shall meet in open session, choose a chairperson, and operate by the procedures it chooses. A majority vote shall decide all issues. The Arbitration Committee shall have the power to determine the amount of the budget to be levied against each Municipality, with each share determined pursuant to paragraph 4 of this agreement. This determination shall include all expenditures and revenues as estimated by the Board. The Arbitration Committee shall return its decision to the Board by November 15<sup>th</sup>. The Board shall continue to have the responsibility to direct the Library's activities with the funds determined by the Arbitration Committee.

4. Appropriation of Costs. It is agreed that the Municipalities shall fund that portion of the District operating budget which is to be paid by tax levy from the Municipalities based on the following formula: fifty percent (50%) of each Municipality's total share shall be based on its respective ratio of equalized property valuation to the total valuation of all Municipalities, and the remaining fifty percent (50%) of each Municipality's total share shall be determined by its respective ratio of population to the total population of the District as estimated by the State of Wisconsin for the previous year.
5. Payment of Levy. Each Municipality shall pay the District treasurer, on or before February 15<sup>th</sup> of each year, a percentage of its levy proportionate to the amount of taxes received for the current tax year. The remainder of the levy shall be paid in accordance with the Municipal treasurers' normal procedure for tax settlement with the Oneida County Treasurer. The accounting, bookkeeping and payroll for the District budget shall be maintained by the Board and the books shall be open for inspection during normal business hours any day for any member Municipality. The City of Rhinelander shall continue to provide accounting, bookkeeping and payroll services, as provided in the past, at no additional charge to the District.
6. Employees. Library personnel will be employed by the Board and will be employees of the District. Salaries and benefits will be reflected in the District's budget, but for the purposes of convenience, the Board may choose to continue Library employees with salaries and benefit packages through the City of Rhinelander.
7. Term of Agreement. This Agreement shall commence on January 1, 2006 and shall continue indefinitely subject to withdrawal of any or all of the Municipalities as stated below. The Agreement shall be reviewed at least once every 10 years, with modifications negotiated by the member Municipalities. In the event any Municipality of the District wishes to withdraw from this agreement, it shall be able to do so only upon one (1) year prior written notice to the other District members. Such notice shall be made on or before December 31<sup>st</sup> and the withdrawal from the District shall take place 365 days after December 31<sup>st</sup> of the year in which the notice was given. The Municipality withdrawing

from the District shall have no claim on real or personal property or any asset of the Library or the District.

8. Dissolution. In the event this Agreement dissolves entirely, the assets shall be returned to the City of Rhineland. In the event that all of the remaining Municipalities withdraw, including the City of Rhineland, except one or more township, the remaining single Municipality that agrees to operate the District shall have all assets of the District, including accounts and bequests.

CITY OF RHINELANDER

By: Richard J. Johns  
Richard J. Johns, Mayor

By: Deborah J. Breivogel  
Deborah J. Breivogel, Clerk/Treasurer

Date: 9/13/05

TOWN OF CRESCENT

By: Gary Gobert  
Gary Gobert, Chairman

Date: 9-19-05

TOWN OF NEWBOLD

By: David Kroll  
David Kroll, Chairman

Date: 09-22-05

TOWN OF PELICAN

By: Gerald Roou  
Gerald Roou, Chairman

Date: 9/26/05

TOWN OF PINE LAKE

By: James A. Berard  
James Berard, Chairman

Date: 9/21/05