

INTERMUNICIPAL AGREEMENT CREATING
A LIBRARY TO SERVE SUSSEX AND LISBON

WHEREAS, the Village of Sussex and the Town of Lisbon have adopted ordinances creating a joint library committee, pursuant to Chapter 43.55 of the Wisconsin Statutes; and

WHEREAS, the Joint Library Committee has met and recommended that an intermunicipal agreement creating a library to serve Sussex and Lisbon be entered into by both municipalities; and

WHEREAS, both municipalities desire to enter into an agreement relating to the matters pertaining to the operation of such joint library; and

WHEREAS, the Village of Sussex and the Town of Lisbon recognize the benefit to the two communities that a joint library would provide;

NOW THEREFORE,

WITNESSETH, that for and in consideration of mutual agreements, covenants and provisions herein contained, the parties hereto hereby create and establish a joint library to be known as the Pauline Haass Library. The parties hereto agree that the joint library shall be governed according to the terms and provisions as follows:

A. MEMBERSHIP AND ORGANIZATION.

1. The joint library board shall consist of seven (7) members. Three (3) members shall be appointed by the Sussex Village President, subject to confirmation of the Sussex Village Board, and three (3) members shall be appointed by the Lisbon Town Chairman, subject to confirmation by the Lisbon Town Board. One (1) member shall be the Superintendent of the Hamilton School District. No more than one member shall be appointed from the Village Board and the Town Board respectively.

2. The terms of office for the citizen appointees shall be three (3) years from May 1 of the year of appointment, except initial appointments from each municipality shall be: One member to serve until April 30, 1989, one member to serve until April 30, 1990 and if a Town Supervisor or Village Trustee is not appointed, then the third member will be appointed to serve until April 30, 1988. The Village Board or Town Board appointees, if any, shall serve for one (1) year terms. The seventh member, the

School District Superintendent shall serve without term of office but said term will coincide with the Superintendent's position with the School District.

3. A Chairman, Vice Chairman and Secretary shall be selected by the joint library board members for one year. This selection shall be made annually in the month of May.

B. DUTIES AND RESPONSIBILITIES.

The joint library board shall have the following duties and responsibilities:

1. Within ninety (90) days of its organization, prepare and adopt, with the approval of the two municipal boards, a set of by-laws governing the operation and procedure of its body.

2. To plan for, implement and manage all library services, programs and activities for the Village of Sussex and Town of Lisbon.

3. To make recommendations to the Sussex Village Board and Lisbon Town Board on the purchase, lease, sale or exchange of land, facilities or equipment necessary to implement these services.

4. To perform all duties and exercise all powers in accordance with Section 43.58 of the Wisconsin State Statutes.

5. To submit a proposed program and budget for the ensuing year to the Village Board and the Town Board no later than October 1 of each year.

C. MEETINGS

1. Meetings shall be held monthly at a place and time designated by the joint library board.

2. Meetings shall conform to all provisions contained in State and Municipal open meetings laws.

3. Meetings shall be conducted in accordance with State law governing village boards and where the law cannot be found to determine any procedure, Robert's Rules of Order shall apply.

4. The joint library board shall keep a written record of it's proceedings, to include all actions taken, a copy of which shall be provided to the Sussex Village Clerk and the

Lisbon Town Clerk not more than ten (10) days following each meeting.

D. ASSETS.

1. The Village of Sussex has library assets in the agreed value of \$147,688.00. These assets include books, shelving, furniture and all items owned by the Village of Sussex in the library as of this date and upon execution of this Agreement by both Boards, these assets will be dedicated to the Joint Library Board.

2. Upon approval of this agreement by the Probate Court of Waukesha County, Wisconsin, and execution of this agreement by both boards, the Town of Lisbon shall provide the joint library fund with a lump sum payment in the amount of \$251,069.00 from the Pauline Haass Estate. These funds and subsequent accrued interest shall be used by the joint library board exclusively for the purchase of books and capital equipment in accordance with the joint library plan.

3. These assets and all future assets shall be controlled by the joint library board in accordance with Section 43.58 of the Wisconsin State Statutes.

E. ANNUAL APPROPRIATION.

1. Each year the joint library shall prepare a budget and appropriation request consistent with the joint library plan approved by the Village Board of the Village of Sussex and the Town Board of the Town of Lisbon. Such budget shall be in the form prescribed in Section 65.90 with respect to municipal budgets. No expenditures shall be made until the budget has been approved by both municipal boards. No expenditure shall be made or contracted for by the joint library board of any employee thereof except as authorized by such budget.

2. Said budget shall be presented to the Village of Sussex and the Town of Lisbon on or before October 1 of each year.

3. The funding of the budget and the payment of all costs of the Joint Library shall be shared by each municipality proportionately, based upon the equalized valuation of each municipality as of October 1 of the year the budget is approved. That proportionate sharing shall continue until the following year's budget and new equalized valuation is established.

4. Each municipality shall provide funding for the joint library in an amount equal to or greater than the average expenditure provided during the preceeding three years in accordance with the requirement of Section 43.16 (4)(c)(5) of the Wisconsin State Statutes. During each of the first three years of this agreement this amount shall be equal to or greater than \$57,800.00 for the Village of Sussex and \$98,270.00 for the Town of Lisbon. Thereafter the amount shall be based upon the actual appropriation of the joint library. In the event either municipality fails to approve the requested budget, both governing boards will attempt to settle the dispute by negotiation, and if that fails and no settlement is reached by November 15, then the previous year's budget shall be accepted by both municipalities.

5. As used herein, the "equalized value" shall include all property located in each municipality which property is subject to any form of real property taxation.

F. ADMINISTRATION.

1. The joint library board shall appoint a librarian who is certified by the Division of Library Services to serve as Library Director. Said person shall be responsible for the day to day administration of the library in accordance with the joint library plan and federal and state law.

2. In its exercise of the powers and duties set forth in Section 43.58 Wis. Stats., the Board will interpret the word "municipality" as referring severally to both Village and Township.

3. The joint library board shall appoint a Treasurer who shall keep separate records of all receipts and expenditures of the joint library board. The Treasurer shall submit, periodically at the direction of the joint library board, a statement of receipts and expenditures to each municipality. Each municipality shall, upon receipt of the statements, remit to the joint library board, such sums as are needed by the joint library board in order to carry out it's duties and pay obligations incurred by the joint library board, all of which is set forth more particularly herein. The Treasurer shall keep complete and accurate records of all receipts and expenditures and shall submit to each municipality upon request, such additional reports and records as may be required by the respective municipalities.

4. The joint library board may annually negotiate an agreement for administrative services with the Village of

4. The joint library board may annually negotiate an agreement for administrative services with the Village of Sussex and/or the Town of Lisbon. Said agreement shall contain a specific scope of work, provision for reimbursement for actual cost of labor and supplies and a requirement that any services not specified shall be negotiated prior to performance.

5. The joint library board shall provide an annual audit by an independent certified public accountant.

6. The joint library board shall have the power to enter into contractual agreements for services within the budget authorized by both municipalities.

G. CLAIMS

All liability claims not paid by the insurance carrier shall be approved by the Library Board and both municipalities and shall be proportionately paid by the municipalities in accordance with their share in the year the incident upon which the claim is based occurred.

H. RENT OF FACILITY.

1. The joint library board will rent the existing library facility at the Sussex Civic Center from year to year on a calendar basis unless the joint library board gives written notice to the Village not later than October 1st of any year that the agreement is to terminate in the subsequent year.

2. The Village will install air conditioning in the library no later than July 31, 1988.

3. The joint library board will pay the Village a rental fee of \$1,000.00 on the first day of each month. The joint library shall also pay all operating and maintenance expenses for the existing library portion of the facility.

4. Should the joint library board wish to occupy an additional portion of the Civic Center facility, the joint library board and the Village Board may negotiate a separate agreement.

I. TERMINATION OF AGREEMENT.

1. This agreement shall be in effect from January 1, 1988 until December 31, 1996, and shall continue thereafter from year to year on a calendar basis unless any party gives written notice to the other party not later than October 1st


of any year commencing with the year 1996, that the agreement is to terminate at the end of the year in which notice is given.

2. Should the termination of this agreement result in the closing of the library, the assets thereof shall be divided among the two municipalities in accordance with the ratio of expense sharing in the average of the five year period preceeding said termination. In the event of a dispute with respect to such distribution, all assets shall be sold with the proceeds thereof distributed on the same basis.


J. AMENDMENT

This Agreement may be amended by majority vote of both municipal boards at any time.

THIS AGREEMENT approved and entered into by the Village Board, Village of Sussex, Waukesha County, Wisconsin this 29th day of SEPTEMBER 1987 to be effective the 1st day of January, 1988.

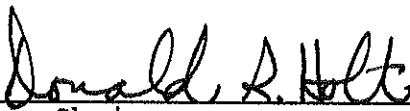


Village President

ATTEST: 

Village Clerk

THIS AGREEMENT approved and entered into by the Town Board, Town of Lisbon, Waukesha County, Wisconsin, this 29th day of September, 1987 to be effective the 1st day of January, 1988.



Town Chairman

ATTEST: 

Town Clerk