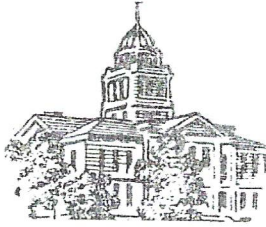


LANGLADE COUNTY



RESOLUTION #70-2016

INTRODUCED BY: EXECUTIVE COMMITTEE

INTENT: RENEW AGREEMENT WITH THE CITY OF ANTIGO TO OPERATE A JOINT LIBRARY

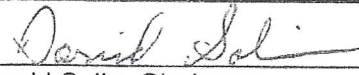
WHEREAS, by previous Resolution (Res. 21-07), the County and the City entered into an Agreement to jointly operate and fund a library which expires on December 31, 2016 and is subject to renewal; and

WHEREAS, by renewing this Agreement, the City and County agree to continue a Joint Library, pursuant to Section 45.53, Wis. Stats., as such structure would be the most advantageous to the Library Board, the City and the County; and

WHEREAS, the Committee recommends renewing the Agreement with the City of Antigo to establish a Joint Library (see attached agreement).

NOW THEREFORE, BE IT RESOLVED, by the Langlade County Board of Supervisors to renew the Agreement with the City of Antigo to operate a Joint Library; said Agreement to commence January 1, 2017 for an additional term of 10 years, subject to renewal terms.

Executive/Legislative Committee:



David Solin, Chairman

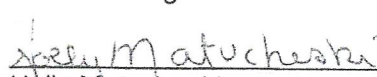


Ronald Nye



Douglas Nonnenmacher

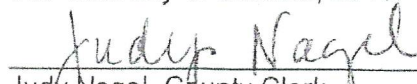
Pete Pennington



Holly Matucheski

FISCAL NOTE: The City and County match their annual contributions to the Library each year per the agreement.

Adopted by the County Board of Langlade County
this 25th day of October, 2016.



Judy Nagel, County Clerk

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**REVISED AGREEMENT ESTABLISHING A JOINT LIBRARY TO SERVE
THE CITY OF ANTIGO AND THE COUNTY OF LANGLADE**

TERM: JANUARY 1, 2017 UNTIL DECEMBER 31, 2026

WHEREAS, the City of Antigo and the County of Langlade have entered into an Agreement establishing a joint Library Board, pursuant to Section 43.53 of the Wisconsin Statutes, and

WHEREAS, both municipalities desire to enter into an Agreement relating to the matters pertaining to the operation of such joint Board, and

WHEREAS, the City of Antigo and the County of Langlade recognize the benefit to the combined community that a joint Library would provide;

NOW THEREFORE, the City of Antigo and the County of Langlade do hereby create and establish a joint Library to be known as the Antigo Public Library. The parties agree that the joint Library shall be governed according to the terms and provisions as follows:

1. LIBRARY SYSTEM

The joint Library shall be a member of the Wisconsin Valley Library Service (WVLS) that serves an area including all of Langlade County.

2. LIBRARY BOARD

- a. The joint Library Board shall consist of nine (9) members.
 1. Three (3) members shall be appointed by the Mayor of the City of Antigo, subject to confirmation by the City of Antigo Common Council.
 2. Five (5) of its members shall be appointed by the Chair of the Langlade County Board of Supervisors, subject to confirmation by the Langlade County Board of Supervisors.
 3. One (1) member shall be the Superintendent of the Unified School District of Antigo or his/her designee. The Mayor of the City of Antigo, subject to confirmation by the City of Antigo Common Council, will appoint this member.
- b. The composition of the Board shall be adjusted every ten (10) years, following the publication of the latest federal decennial census, to reflect the respective populations of the City and County.

- c. The terms of office for appointees shall be three (3) years, except for initial appointments from each government entity, which shall be for terms of two (2), three (3) and four (4) years.
- d. The joint Library Board shall not have more than one member from the City of Antigo Common Council and not more than one member from the Langlade County Board of Supervisors at any one time serving as a member of the Library Board.
- e. The joint Library Board shall perform all duties as set forth in Wisconsin Statutes Section 43.58.
- f. The joint Library shall conduct all meetings and subsequent business according to the By-Laws of the Antigo Public Library.

3. OWNERSHIP OF ASSETS

- a. The City of Antigo and County of Langlade recognize that the Library building and property located at 617 Clermont St., Antigo, WI was an equal and joint investment by both these government entities when it was constructed in 1996-1997. Since that time, the insurance on the building, property and contents of the Library, and liability insurance has been provided by the City of Antigo. Under this Agreement, the City of Antigo will continue to provide insurance on the building, property and contents of the Library, and liability insurance, with the cost of the Library's portion being charged back to the joint Library.
- b. The acquired and future assets necessary to operate a Public Library, including materials for circulation to the public, shelving, furnishings, equipment, and all other items owned by the Antigo Public Library, shall continue to be jointly and equally owned by the City of Antigo and the County of Langlade.
- c. Upon execution of this Agreement these assets shall be controlled by the joint Library Board of the Antigo Public Library.
- d. The City of Antigo and the County of Langlade shall be jointly responsible to undertake and fund "major" repairs as set forth in the Capital Improvement Plan (CIP) for the Antigo Public Library building. The City and the County shall each appoint two (2) representatives to review and update the five year CIP with the Library Board each year. The County of Langlade shall be responsible to set the CIP meeting dates and prepare the CIP meeting notices. The CIP plan shall be updated each year and submitted to the City and County for their review and approval, along with recommendations for funding such projects.
- e. "Major repairs" include any work estimated in excess of \$10,000 performed in or upon the building located at 617 Clermont Street, or any of the building's

systems, including but not limited to: HVAC, mechanical, electrical, or hydraulic.

- f. The City of Antigo and the County of Langlade shall be jointly responsible to undertake and fund emergency repairs estimated in excess of \$10,000 that are needed in order to comply with applicable safety and building codes.

4. ANNUAL APPROPRIATION

- a. Each year the Library Director shall prepare, and the joint Library Board shall submit, to the City of Antigo and the County of Langlade an appropriation request which identifies the funding for both operating expenses and capital expenditures. Funding for "major" repairs will be addressed in the Capital Improvement Plan established for the Antigo Public Library Building.
- b. The annual appropriation for the Library shall be shared by both governmental entities as follows:
 - 1. The City of Antigo shall fund the joint Library by providing fifty (50) percent of the revenue of the Antigo Public Library. The City of Antigo shall not exempt itself from the Langlade County Library tax.
 - 2. The County of Langlade shall fund the joint Library by providing fifty (50) percent of the revenue of the Antigo Public Library.
 - 3. Any decrease in the annual appropriation requested by the Library Board must be agreed to by both governmental entities.
 - 4. When necessary, the joint Library Board may request an increase in the budget. Any such request must be made to both governmental entities and must be agreed to by both entities before either can increase the revenue they allocate to fund the Library.
 - 5. Any funds in excess of the operating budget shall be placed in a nonlapsing fund(s) controlled by the joint Library Board to be used for future projects and/or operating costs. Such funds include: grants provided to the Library; unexpended operating funds from any previous year; and revenues collected by the Library. Donations to the Library and investment accounts are held and controlled by the joint Library Board as established in Wisconsin Statutes Section 43.58(7).
- c. As City employees, full-time Library staff are eligible for severance pay upon retirement. Under this agreement, the City of Antigo and County of Langlade are each responsible for 50% of the cost of all such severance payouts. These monies are not part of the annual allocation to the Library.

5. FISCAL AGENT

- a. The City of Antigo shall act as fiscal agent for the joint Library, and, as such, may charge the Library for documented annual costs associated with serving as the Library's fiscal agent. These costs are subject to review and approval by the Library Board each year. This paragraph is subject the terms of Wisconsin Statutes Section 43.53(2)(a).
- b. The City Clerk/Treasurer shall receive and disburse funds for the operation and maintenance of the Library as directed by the joint Library Board and according to Wisconsin Statutes Section 43.58.
- c. The City Clerk/Treasurer shall be responsible for payroll, benefit administration, insurance, and financial record keeping and auditing for the Library.

6. TERM OF AGREEMENT

- a. This Agreement shall be in effect from January, 1, 2017 until December 31, 2026.
- b. This Agreement shall be reviewed every ten years and shall be subject to automatic renewal for 10 year periods without notice, unless terminated earlier upon providing written notice.
- c. If a party wishes to terminate this Agreement, written notice must be given two (2) years prior to the intended termination date. Any termination must be effective on the 31st of December in a designated year not less than two (2) years from the date of notice.
- d. Upon termination of this Agreement prior to the expiration of the stated term, the parties agree that a penalty shall be imposed upon the terminating party, as follows:

If the Library continues to operate as a City Library, then the County as the terminating party shall pay a penalty equivalent to the percentage outlined below of the total Library budget for each year of the remaining term, in addition to payment of any amounts required by State Statute (i.e., 70% of the circulation costs for County residents who do not reside within the City of Antigo).

If the Library continues to operate as a County Library, then the City as the terminating party shall pay a penalty equivalent to the percentage outlined below of the total Library budget for each year of the remaining term, in addition to any payments required by State Statute.

Year* Penalty

2017 50%
2018 45%
2019 40%
2020 35%
2021 30%

Year* Penalty

2022 25%
2023 20%
2024 15%
2025 10%
2026 5%

*Upon extension of this Agreement, the "Year" and the "Penalty" will toll according to the new term (i.e., Year 1 of 10 year agreement = 50%).

In addition to the above-listed penalty, the municipality opting out of the Agreement will be required to adjust their levy limit calculation accordingly. This will include completing the necessary paperwork for the transfer of services from one governmental unit to another.

Any amounts paid under this article shall be placed in a nonlapsing fund controlled by the Library Board.

- e. Recognizing that the Antigo Public Library was founded and has continued as a municipal Library for more than one hundred years, should the parties mutually decide to dissolve this Agreement, all assets of the Library will revert to City of Antigo ownership. In the event that the City of Antigo wishes to terminate this Agreement and the County wishes to continue to operate the Library as a County Library, then all assets of the Library shall transfer to the County subject to the following-divestment schedule should the County subsequently discontinue operating the Library within 20 years:

After one year of operating a County Library - payment of 50% of the net asset value of the Library (as of the year of withdrawal by the City) to the City of Antigo with a 2.5% reduction of the 50% payment for each succeeding year, with no payment due to the City of Antigo after 20 years of operation as a County Library.

THIS AGREEMENT supersedes and replaces all previous agreements entered into between the parties hereto, including all amendments thereto.

IN WITNESS WHEREOF, the respective representatives of the parties have signed this Agreement on the dates indicated below, to be effective from January 1, 2017 until December 31, 2026.

CITY OF ANTIGO



Bill Brandt, Mayor

11-14-16
(Date)

Attest:

Kaye M. Matucheski
Kaye Matucheski, City Clerk/Treasurer

11-14-16
(Date)

COUNTY OF LANGLADE

David G. Solin
David Solin, Chair of the Langlade
County Board of Supervisors

11-15-16
(Date)

Attest:

Judy Nagel
Judy Nagel, Langlade County Clerk

11-15-16
(Date)

Approved As To Form:

Michael B. Winter
Michael B. Winter, City Attorney

Robin J. Stowe
Robin J. Stowe, County Corporation Counsel

ORIGIN: Finance, Personnel and Legislative Committee

November 09, 2016

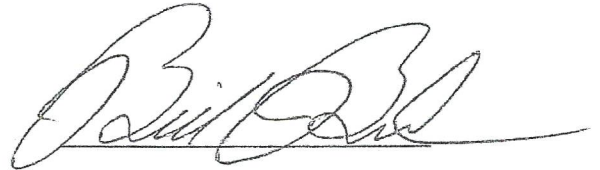
RESOLUTION NO. 98-16

WHEREAS, the current Library Agreement between the City of Antigo and Langlade County expires on December 31, 2016, and,

WHEREAS, all parties believe the agreement should be renewed for a ten-year term with the only change being to update paragraph (d) under Section 6 to reflect the penalty percentages for the new term,

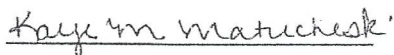
NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL, City of Antigo to approve the attached Joint Library Agreement between the City of Antigo and Langlade County for a ten-year term beginning January 1, 2017.

BE IT FURTHER RESOLVED, the penalty percentage will be 50% in 2017 and dropping 5% per year to a 5% penalty in the final year of the agreement, 2026.



Mayor

Attest:



Clerk – Treasurer

11/9/16 Approved by Council