

**Joint Library Agreement
City of Marshfield and Town of McMillan**

Pursuant to the provisions of Sections 43.52 and 43.53 of the Wisconsin Statutes, this agreement is made and entered into by and between the City of Marshfield, Wood County Wisconsin (hereinafter referred to as the "City") and the Town of McMillan, Marathon County Wisconsin (hereinafter referred to as the "Town")

RECITATIONS

The City has an established municipal public library dating back to the late 1890's. The Town does not have a public library of its own but, prior to this agreement, it was a part of the Marathon County Public Library area of service.

The two municipalities share a common border (north side of the City and south side of the Town).

The City is located in the South Central Library System. The Town is located in the Wisconsin Valley Library Service.

The Marshfield School District is the primary district for both the City and Town.

The City and the Town entered into an agreement to establish a Joint Library in October 1999.

AGREEMENT

In consideration of the mutual covenants and conditions herein, the City and the Town agree to the following:

- A. The City of Marshfield and the Town of McMillan hereby create and establish a Joint Library for the benefit of the residents of the City and of the Town, pursuant to Section 43.53 Wisconsin Statutes.
- B. The joint public library will provide full library service to residents of the Town on the same basis as it does to residents of the City of Marshfield. In addition to current funding sources, the Town will provide adequate compensation, as defined below, to the joint public library for the services rendered to its residents.
- C. The joint library shall retain the name: Everett Roehl Marshfield Public Library (hereinafter referred to as the Library or ERMPL). The parties agree that the Library shall be governed according to the terms and provisions as follows:

LIBRARY BOARD OF TRUSTEES

- A. The Library Board of Trustees shall be allocated between the City and the Town, pro rata, based on the latest population figures available when Board positions become vacant. Provided, however, no less than one Board member shall be appointed by each municipality.

- B. Total joint board membership shall be ten. The existing City Library Board of Trustees of nine members shall remain members of the joint library board of trustees with an additional voting board member being appointed by the Town of McMillan Chairperson with the approval of the Town's governing board. The additional Board member from the Town shall be appointed for a term of two years. The pro rata representation of the Board membership shall be reviewed annually in April of each year, before the City appoints members to the Board.
- C. The City of Marshfield shall be the library's fiscal agent pursuant to Section 43.53(2)(a).
- D. In the event that other townships in Marathon County enter into a similar agreement with ERMPL, representation for Marathon County municipalities in the joint library shall be revised to provide proportional representation on the joint library board.
- E. The City of Marshfield shall remain the appointing authority for appointment of the school district administrator as required in Section 43.54 (1) (b) Wisconsin Statute.
- F. The joint Library Board shall exercise all powers and duties provided in Section 43.58 Wisconsin Statutes, and any other applicable Wisconsin Statutes relating to public libraries and library boards.

OWNERSHIP OF ASSETS

All payments required of the Town shall be treated as recovery of cost for service. There will be no transfer of ownership of any of the assets held by the prior City of Marshfield Public Library or the City to the Town. If this agreement is discontinued, the successor to the City of Marshfield Public Library and the City of Marshfield shall retain sole ownership of all assets of the library.

FUNDING

The Town of McMillan shall provide funding to the Library based on usage of the Library by the residents of the Town and compliance with Wis. Stat. § 43.64(2) such that the funding shall be based on the greater of the two following computations:

- A. Wisconsin Statutory Requirements: The Town shall comply with the statutory requirements to be exempted from the tax levy including:
 - (1) Applying to Marathon County to be exempt from the tax levy pursuant to Wis. Stat. § 43.64(2)(b).
 - (2) Appropriating and expending the sums necessary for a library fund to qualify for an exemption from the tax levy as provided for in Wis. Stat. § 43.64(2)(b).
 - (3) Complying with the three-year average funding requirement set forth in Wis. Stat. § 43.64(2)(c)2.
- B. Usage Formula: If the library funding exceeds the amount set by statute as provided for in section A1 above, the Town will provide funding pursuant to the provisions of the following formula:
 - (1) The payment due each year will be the average of three amounts: the prior two years' payments, and the cost per circulation amount for the prior year as defined below:

- (a) Cost-per-circulation: arrived at by dividing total annual operations cost by total annual circulation of physical media, e.g., print books, magazines, DVDs, CDs. This is a ratio that takes into account the entire cost of services incurred by the library in relationship to its circulation. It does not include capital expenditures or federal fund expenditures as reported on the annual "Public Library Annual Report" which ERMPL is required to submit on an annual basis to the Wisconsin Department of Public Instruction.
- (i) Each year, ERMPL will count all circulations to residents of Town of McMillan.
 - (ii) For the same year, ERMPL shall determine its cost-per-circulation by utilizing the reported figures in the State's required annual report (form PI- 2401, latest edition) — operations cost divided by total circulation. No capital costs or expenditures of federal funds, listed in the aforementioned report, shall be considered in the formula for reimbursement.
 - (iii) ERMPL will then use the total amount of circulations, arrived at above multiplied by the cost-per-circulation established in "(ii)" above, for the final amount to be included in the three-year average noted in (1).
 - (iv) The statistics used for the cost per circulation formula shall be from the last full calendar year. The Library shall provide a copy of each years applicable State Annual Report and circulation counts (as defined above) to the Town by the end of March of the next year.

- C. Each year, 50% of the total payment due to MPL shall be paid by March 15 and the remaining 50% shall be paid by September 15.

PUBLIC LIBRARY SYSTEM AFFILIATION

Pursuant to Section 43.15 (3) (c), Wisconsin State Statutes, all territories within a joint library must be in no more than one system. As the largest segment of the joint library population is located in Marshfield, and the prior City of Marshfield Public Library is a member of the South Central Library System, the joint library' shall be a member of the South Central Library System.

EFFECTIVE DATE AND TERM OF AGREEMENT

The agreement shall take effect on January 1, 2024 and remain in effect until December 31, 2026, and thereafter shall automatically renew for successive three-year terms unless terminated as provided herein. This Agreement may be terminated by either party by providing to the other party written Notice of Termination, provided such termination may only occur as of the end of a three-year term of this Agreement, and further provided such written Notice of Termination must be given not less than 12 months prior to the end of such three-year term. Both parties are expected to review this agreement six months prior to each expiration date.