



# Joint Library Issues for Wisconsin Libraries

**Administrative Report**  
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## Chapter 1 Introduction

There are periodic requests for information on the legality and desirability of forming joint public libraries. There are significant obstacles to establishing joint libraries, so there are only a few such libraries in Wisconsin or even in the nation. This document will help provide for effective implementation of joint library agreements that are in compliance with legal requirements.

Of the 380 libraries in Wisconsin, about 25 are joint municipal libraries and the remainder are single jurisdiction libraries, either municipal or consolidated county. There are six combined school-public libraries in the state. This report is modeled on a DPI report on Combined School and Public Libraries published in 1998.

The purpose of this publication is to help communities determine whether such a combination will be the best way to provide effective public library service. The information and checklists found here should guide interested parties in making good decisions.

Library planners should seek technical assistance from their public library system and contact the Division for Libraries, Technology and Community Learning in order to clarify the legal, governance, and funding consequences of a combined program.

Joint libraries tend to be less well supported than their municipal counterparts. Despite a relatively higher tax base per capita, most joint libraries have considerably lower rates of spending.

| <b>Factor</b>               | <b>Joint Library</b> | <b>Municipal Library</b> |
|-----------------------------|----------------------|--------------------------|
| Number of libraries         | 23                   | 333                      |
| Mill Rate                   | \$0.35               | \$0.93                   |
| Per capita support          | \$18.75              | \$32.12                  |
| Materials expend per capit: | \$4.58               | \$5.89                   |
| Tax base per capita         | \$66,949             | \$40,628                 |

Some communities that participate in joint public libraries in Wisconsin are listed in the appendix.

## Chapter 2. Legal Basis

Wisconsin law (ss 43.53, Wisc. Stat.) permits two or more municipalities to form a joint public library. Any such library agreement must “contain provisions necessary to establish a library board under s. 43.54, perform the duties under s. 43.58 and own and operate the physical facilities.”

A joint library must include at least one municipality with a public library established before May 8, 1990. A joint public library may be created by any two or more municipalities or by a county and one or more municipalities located in whole or in part in the county by appropriate agreement of their governing bodies. A town desiring to participate in a joint library must obtain the approval of the county library board, if one exists, and the county board of supervisors before final action is taken. If the proposed joint library would be in more than one county, then a County Board refusal may be appealed to the Division for Libraries, Technology and Community Learning.

A joint public library is administered by a library board consisting of seven to eleven members representative of the populations of the participating municipalities and has the same powers as set forth in Chapter 43 of Wisconsin Statutes for a municipal library board. The head of the municipal governing body of each participating municipality appoints board members.

Municipalities may own and operate physical facilities jointly or individually. The respective share of operating costs is determined at the time the joint library agreement is written.

Costs may be apportioned based on populations served or some other factor such as level of use. Each municipality participating in a joint library agreement levies a tax to support its share of costs. Most municipal services are based on the proportionate share of equalized property values rather than on use rates or population formulas. This is probably the most advisable basis for distribution of costs.

Moreover, planners should consider the mill rate required for exemption from the county levy in ss 43.64 Wisc. Stat. Without an agreement that taxes all parties to a joint library agreement at the same equalized valuation rate, there is a danger that one or more parties to a joint library will be out of compliance with state law while the other(s) may not be.

It is important to consider the impact on the library of the state requirements for minimum levies for exemption from the county tax under ss 43.64 Wisc. Stat. This statute sets a mill rate that all library municipalities must meet in order to continue to claim exemption from the county library levy. In some situations a funding formula based on use rather than tax base has resulted in one of the parties in a joint library agreement failing to meet this requirement. The problem can be avoided by basing the funding on equalized value.

Wisconsin law allows for a community supporting a library to exempt from a county special library levy under certain circumstances. The community must:

- support a library,
- maintain a mill rate equivalent to the county special levy rate in the prior year,

- and meet any county standards enacted pursuant to 43.64.

A community that does not meet these conditions would find itself taxing itself locally and providing funds to the library. In addition, its citizens would be subject to the tax imposed by the county for library services in addition to the local taxation.

One municipal party to the joint library agreement should agree to provide municipal administrative services such as serving as the depository of tax funds, personnel administration, and bill paying. It is the opinion of the Division that public funds may only be handled by municipal agencies, not a library board or a separate private agency.

### **General legal requirements**

See appendix for wording of legislation that was current as of publication date of this document.

1. A joint public library may be created by any 2 or more municipalities or by a county and one or more municipalities located in whole or in part in the county, by appropriate agreement of their municipal bodies. *[Section 43.53 (1) Wis. Stats.]*
2. A joint public library may not be established unless it includes at least one municipality with a public library established before May 8, 1990. *[s.43.53 (3) Wis. Stats.]*
3. Any town desiring to establish a new public library or participate in a joint public library must obtain the approval of the county library board, if one exists, and the county board of supervisors before final action is taken. The county library board and the county board of supervisors must render decisions with 90 days of the request being received. A town may appeal to the state superintendent a county's disapproval of the town's participation in a joint library with a municipality located in another county. *[s.43.52 (1m) Wis. Stats.]*
4. Any municipality desiring to establish a new public library (which includes any new joint library) shall obtain a written opinion by the Division regarding the feasibility and desirability of establishing the public library before final action is taken. The Division shall render its opinion within 30 days of the time the request is received. *[s.43.52 Wis. Stats.]*
5. Joint library agreements shall contain provisions necessary to establish a library board under s.43.54, perform the duties under s.43.58 and own and operate the physical facilities. *[s.43.53 (2) Wis. Stats.]*
6. Joint Library Boards Composition *[Section 43.54 (1m) Wis.Stats.]* Boards appointed for joint libraries under s.43.53 shall:
  - consist of 7 to 11 members and be representative of the populations of the participating municipalities.
  - be appointed by the head of the municipal governing body of each participating municipality and county chairperson of any participating county.
  - the appointing authority shall appoint as one of the members a school district administrator, or the administrator's representative, to represent the public school district or districts in which the library is located.
  - not more than one member of each municipal governing body shall at any one time be a member of the library board.
  - upon their first appointment, the members shall be divided as nearly as practicable into 3 equal groups to serve for 2-, 3-, 4-year terms, respectively. Thereafter, each regular appointment shall be for a term of 3 years.

## **Chapter 3. Planning & Standards**

Planning for public library services should take place within the context of planning for total community services. Planning is an essential ingredient in the development and improvement of all of libraries. Library planners should examine the communities they serve, identify the needs of those individual communities, and develop a plan for providing services that will meet those needs.

The Public Library Association's **Planning for Results: A Library Transformation Process** (Chicago: ALA, 1998) can assist libraries and governing agencies with assessing local needs and creating a plan for service.

### **State Standards**

**Wisconsin Public Library Standards** (Madison: DPI, 2000) makes broad recommendations regarding service goals for public libraries across the state but also strongly encourages individual libraries to examine their particular local needs and to develop a plan to meet those needs.

### **County Standards**

Pursuant to ss. 43.11 & 43.64 Wisc. Stat., some counties, including Dane and Waukesha, have made provision for minimum standards regarding hours, collection size, staffing levels, and so forth.

These minimum levels must be met in order for the community to exempt itself from the County Library Levy. Planners must take county standards into careful consideration.

## Chapter 4. Issues and Problems

Personnel compensation packages of the respective municipalities are likely to differ. Wisconsin law gives sole authority for personnel policies to library boards, but libraries frequently adopt all or some of the elements of a personnel policy of their parent municipality. This can be problematic in a joint library operation. There should be clear agreement that the pay, classification and personnel policy will either follow that of one of the participating municipalities or be entirely a separate library board policy. If it is separate, care must be taken to assure that the policies stay current with changing state and federal law.

Certification requirements for the director vary depending on population. The change to a joint library may put the library into a new population category. That could require the library to employ a library director with a higher level of education than is currently the case. Directors on the job at the time of the establishment of a joint library can be granted a provisional certification to continue in the position but any future director would need to meet the new requirements. Population categories and education requirements are as follows:

| Population Category | Grade |
|---------------------|-------|
| Over 6,000          | 1     |
| 3,000 to 5,999      | 2     |
| Under 2,999         | 3     |

Municipal public libraries often receive substantial private donations for a new building or an addition, for starting a new service, or for upgrading an existing collection. Donors may or may not be as likely to give to a public library that is seen as a joint agency.

In the event of the dissolution of the combination and the establishment of separate libraries, decisions will have to be made as to how to divide the various components (collection, furniture, equipment, software, etc.).

Equalized Valuation is probably the most reasonable basis for assessing library costs, but often the planners consider other options such as cardholders, visitors, circulation or population. Note the discussion on the mill rate requirements for exemption from the county library levy in chapter 2.

One of the more vexing problems is determining who is in charge of making the operating and capital decisions on the budget. The library board has exclusive control over line items in the budget, and initiates budget requests, but who determines the funding level? Will the refusal of one or the other of the municipalities hold up the entire budget? How can budget impasses be resolved? The same questions need to be asked for both the ongoing operating budget and any capital expenditures contemplated.

Library board appointments should be proportionate to funding level, but that can shift over time. The contract and bylaws should make provision for any future changes in the distribution of appointments that can be made to the library board.

Who provides the annual audit? Are bookkeeping and financial services left to one or the other parties, or must the library hire them separately? Unstated assumptions can lead to later contention and difficulties.

Planners should take care to make adequate provision for allocating maintenance and capital costs to the respective municipalities. Changes in Generally Accepted Accounting Principles included in GASB Statement 34 require municipalities to capitalize and depreciate all assets, including those in a joint library arrangement. Depreciation of the building is awkward if it is not “on the books” of either municipality, but rather owned by the library board. It may be that a separate annual audit will be required by GASB Statement 34.

There are a number of employee issues. An important issue is agreeing upon whose employees the library staff are and for what accounting and personnel purposes. Unfunded pension liability and health care costs can be troublesome. The state policy<sup>1</sup> regarding retirement costs states that in the absence of a specific cost sharing formula in a joint library contract, the retirement costs will be split in equal parts by the number of participating municipalities – 50/50 for a two party joint library, regardless of other cost sharing considerations that are not contractual.

Where does the library get legal advice? If this is one or the other of the participating municipalities, how will the parties resolve any intermunicipal disagreement relating to the library? If the library board must secure any legal assistance necessary, is there adequate provision for legal counsel in extraordinary situations that may arise?

How does the joint library get human resource assistance when necessary? If one of the municipal parties to the joint agreement provides this, is there a clear understanding about the basis for accounting and compensating for it?

Failure of just one party to the joint library to meet the average of the three prior year’s test in ss 43.12 could result in the library being expelled from system membership. In other words, one party to the agreement could damage the interests of others with no possible redress.

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<sup>1</sup> Appendix 2: Wisconsin Retirement Rules – Joint Instrumentalities, Vol. 14, Local F. July 5, 2000. Available on the World Wide Web at: <http://www.state.wi.us/agencies/etf/empl/eb1750.htm>

## Chapter 5. Joint Library Planning Checklist

| Yes | No | Planning   |
|-----|----|--|
|     |    | 1. Has there been an assessment of the impact the proposed merger will have on other communities and the joint library itself in regards to the mill rate requirements and funding levels in ss 43.64 Wisc. Stat.?   |
|     |    | 2. Has there been an assessment of the impact the proposed merger will have on the funding for distribution to other libraries in the county as provided for in ss 43.64?  |
|     |    | 3. Have all parties reviewed any existing and relevant planning documents and is there agreement on how these documents can be integrated and priorities established?  |
|     |    | 4. Has there been a preliminary study of the feasibility and suitability of the joint library program for the community, including a review of alternatives to establishing a joint library?   |
|     |    | 5. Have concerned community groups examined carefully the proposed joint library and are they aware of the range of services and resources and costs involved?   |
|     |    | 6. Have the municipal governing boards that are to fund the program defined their responsibilities in draft agreement drawn up during the planning phase?  |
|     |    | 7. Have legal counsels for the participating municipalities, the public library system, and the Division for Libraries, Technology and Community Learning reviewed the draft agreement noted above?  |
|     |    | 8. If a town is joining with an existing library, has the county board been consulted? The county board can deny the application.  |
| Yes | No | Legal Issues   |
|     |    | 1. Will the library be established in accordance with Chapter 43, Wis. Stats?  |
|     |    | 2. Is one of the agencies that is discussing the joint library a library that existed prior to May 8, 1990 as required by state law?   |
|     |    | 3. Will a legally appointed and constituted public library board govern the operation of the public library?   |
|     |    | 4. Is there an established method and number of appointments to the board by each municipality? Is there an agreed upon method in the contract for changing the number of appointments if the relative funding levels of the parties changes enough to warrant such a change?  |
|     |    | 5. Are all parties clear that the public library board will have exclusive <b>control</b> of the expenditure of all moneys collected or appropriated for the public library fund and that one of the constituent municipalities will have <b>custody</b> ? (Library boards may have custody of gifts, donations and bequests as specified in ss 43.58(7).) |
|     |    | 6. Will the public library board employ a library director who is qualified and maintains the appropriate level of certification under the provisions stated in the Wisconsin Administrative Code?   |
|     |    | 7. Is there a clear definition of how legal counsel will be provided? There should be provision for allocating costs if legal advice is received through one of the participating municipalities.  |

| Yes | No | <b>Financial</b>  |
|-----|----|---|
|     |    | 1. Is improving service, rather than saving money, the overriding concern in planning a joint library?  |
|     |    | 2. Does the agreement recognize the requirements for exemption from the county library levy as defined in ss 43.64 of Wisconsin Statutes?   |
|     |    | 3. Does the agreement recognize the requirement in ss 43.12 for continued participation in the public library system that includes the need to continue funding at no less than the average of the three prior year's effort?   |
|     |    | 4. Does the contract clearly specify the respective liabilities for legal claims and judgments made against the library, especially as regards the amounts beyond any insurance coverage?   |
|     |    | 5. Is there a clear statement of which agency will be responsible for the annual audit and how the capital assets and liabilities will be assigned as required in GASB Statement #34 for Generally Accepted Accounting Principles?  |
|     |    | 6. Is there a clearly established contractual method for determining the total amount of annual operating and capital budgets? (This should include provision for what happens if one municipality agrees to a library board proposal and the other party or parties do not.) Does the contract clearly identify needed deadlines, timetables and procedures? |

| Yes | No | <b>Personnel</b>  |
|-----|----|---|
|     |    | 1. Does the contract define for which employment purposes the staff are to be considered employees of the library or one or the other of the constituent municipalities? (Human resource professionals and legal counsel should be consulted so that employee as well as employer rights and privileges are properly considered.) |
|     |    | 2. Does the contract define the share of state and federal retirement costs attributable to each participating municipality?  |
|     |    | 3. Does the contract define the shares of unfunded pension liability (if any) attributable to each participating municipality?  |
|     |    | 4. Does the draft contract define the municipal employment status for purposes of payroll, retirement, and unemployment insurance and related issues? (Note that for all other purposes library staff are library board employees as noted in the section on contracts.)  |

| <b>Yes</b> | <b>No</b> | <b>Contractual</b>  |
|------------|-----------|---|
|            |           | 1. Have general procedures for operating the joint library been discussed, and all parties agreed on principal elements, such as hours of operation, responsibility for expenses, and access to resources and activities?   |
|            |           | 2. Will the public library be a member of a public library system and actively participate in its programs of service, including reciprocal borrower's privileges and interlibrary loans?   |
|            |           | 3. Will the public library board follow statutory requirements as to fiscal year, audits, budgeting process, and annual reports to the municipal governing authority and the state library Division?  |
|            |           | 4. Does the proposed contract clearly spell out a defined process, timetable and notice requirements for any change or dissolution?   |
|            |           | 5. Does the contract clearly identify who owns the building, land, equipment and other tangible assets? Is clear provision made in the contract for dispersal of all tangible assets in the case of dissolution of the agreement?   |
|            |           | 6. Does the contract clearly specify the powers and duties of a library board pursuant to ss 43.58 Wisc. Stat? (These powers include hiring and firing of the director, compensation and working conditions of the staff, control and custody of the building, control of line the library spending, and reporting requirements). |

| <b>Yes</b> | <b>No</b> | <b>Building</b>   |
|------------|-----------|---|
|            |           | 1. Is the building that will house the proposed joint public library in compliance with the provisions of Title II of the Americans with Disabilities Act (ADA)?  |
|            |           | 2. Will the building provide adequate space to implement the full range of library services consistent with the library's comprehensive long-range plan, and appropriate Wisconsin Public Library Standards, or County standards? |

## Chapter 6. Contract Considerations

Parties involved in a joint library have long-term interests that must be protected by a carefully written contract. The agreement should be supported by written policies that cover operational matters. The Library Board adopts and maintains policies, but all parties should review the initial policies. A committee made up of members of the public library board, and the municipal governing bodies should outline the content of the basic contract. Then an attorney should put it into legal form. This agreement is essential to the long-term success of a joint library. It is important to take the necessary time to do it right. Drafts should be sent to the library system administrator and the Division for Libraries Technology and Community Learning for comment.

There can be a temptation to place more in the basic contract than is necessary. The contract should deal with the fundamentals of governance, staffing, funding, ownership, and termination of the agreement.

Other matters can be handled through policies. Asking two questions will help to determine whether a point should be a part of the contract or of a policy manual: Is this of overriding importance? Is this likely to be changed during the time frame of the agreement? Yes to the first and No to the second suggests the matter is a good candidate to be placed in the contract.

The successful operation of a joint library depends on doing a number of things right. Below are a number of items to deal with in order to set up and manage the joint library properly.

### Contract Categories

1. **Governance.** The contract should list the parties entering into the agreement and cite the statutory authority for entering into an agreement of this sort. The agreement should also cite the statutes under which the parties will operate the library.
2. **Staffing.** An appropriately certified public library director must be employed. The agreement should specify retirement and unemployment and related compensation issues.
3. **Funding.** It is important to determine and put into the contract the financial responsibilities of each party. This includes both capital and operational costs as well as ongoing maintenance and grounds upkeep for the present and future facilities. Distribution of costs based on respective shares of equalized value will ordinarily be preferable to shares based on population, use or other considerations. This is so because equalized valuation is the basis on which nearly all other municipal services are based and because of the mill rate requirements for exemption from the county library levy in ss 43.64 Wisc. Stat.
4. **Budget Setting.** When two or more municipalities must determine the annual budget for a joint library, there is always the danger of a deadlock. Even if the proportions paid by each municipality are set by contract, there still remains the question of total budget in a given year. The contract should clearly specify a method for resolving differences between municipalities on an annual budget. Some joint library contracts call for a

budget summit as a joint meeting of the participating municipalities. Others specify that if agreement cannot be reached, the budget reverts to the prior year's level. Other agreements specify that a joint subcommittee be appointed to resolve the budget. Since it is important to meet the requirements of all communities that a budget be set in a timely manner, the contracts should specify deadline dates that assure completion of the budget within the calendars of all parties to the joint agreement.

5. **Ownership of assets.** The agreement should clarify the ownership of assets brought into the shared library (such as equipment, collection, etc.) and how ownership will be determined in the event of termination of the joint library agreement.
6. **Physical plant.** The agreement should state the requirements that must be met by the party providing the physical facility for the joint library. This can include the library's location in the building, public access to the library, maintenance, and more. There should be a clear statement regarding the cost sharing arrangements for the building maintenance.
7. **Termination of the agreement.** The agreement should state the conditions related to termination of the agreement. Some agreements state that dissolution requires just a few months notice by either party. Given the magnitude of the impact this could have on library users and/or remaining parties to a library agreement, a longer time frame should usually be included. Some contracts in the state call for 18 months notice prior to the dissolution. Others specify an annual month in which notice must be given. A rolling two or three year contract that can be continuously renewed should also be considered.

## Chapter 7. Listing of Joint Libraries in Wisconsin

There are 380 libraries in the state, 23 are joint libraries, serving 65 communities and 216,609 of Wisconsin's 5.1 million residents.

| Library Name                           | Location       | Communities involved  | Total Population |
|--|----------------|---|------------------|
| Alice Baker Memorial Public Library    | Eagle          | Eagle(v), Eagle(t)  | 4,046            |
| Arpin Public Library                   | Arpin          | Arpin(v), Arpin(t)  | 1,239            |
| Bruce Area Public Library              | Bruce          | Bruce(v), Atlanta(t), Stubbs(t),<br>Thornapple(t)   | 2,782            |
| Caestecker Public Library              | Green Lake     | Green Lake (c), Brooklyn(t)   | 3,159            |
| Cedarburg Public Library               | Cedarburg      | Cedarburg (c), Cedarburg t  | 16,298           |
| Community Library                      | Salem          | Paddock Lake(v), Silver Lake(v),<br>Twin Lakes(v), Randall(t), Salem(t)                   | 21,199           |
| Fairchild Public Library               | Fairchild      | Fairchild(v), Fairchild(t)  | 860              |
| Frank L. Weyenberg Library             | Mequon         | Mequon©, Thiensville(v)   | 24,916           |
| Hawkins Area Library                   | Hawkins        | Hawkins(v), Hawkins(t), South<br>Fork(t)  | 659              |
| Hustisford Public Library              | Hustisford     | Hustiford(v), Hustiford(t)  | 2,337            |
| James J. Siebers Memorial Library      | Kimberly       | Kimberly (v), Little Chute(v)   | 16,349           |
| Lakeview Community Library             | Random<br>Lake | Random Lake(v), Adell(v),<br>Sherman(t), Scott(t)   | 5,457            |
| Leon-Saxeville Township Library        | Pine River     | Leon(t), Saxeville(t)   | 2,047            |
| Marshfield Public Library              | Marshfield     | Marshfield (c), McMillian(t) in<br>Marathon County  | 19,969           |
| North Shore Library                    | Glendale       | Glendale(c), Bayside(v), Fox<br>Point(v), River Hills(v)                                  | 27,589           |
| Pauline Haass Public Library           | Sussex         | Sussex(v), Lisbon(t)  | 16,949           |
| Rhineland District Library             | Rhineland      | Rhineland(c), Crescent(t),<br>Newbold(t), Pelican(t), Pine Lake(t)                        | 18,197           |
| Rochester Public Library               | Rochester      | Rochester(v), Rochester(t)  | 3,212            |
| Suring Area Public Library             | Suring         | Suring(v), Bagley (t), Breed(t),<br>How(t), Maple Valley (t)                              | 2,799            |
| Theresa Public Library                 | Theresa        | Theresa(v), Theresa(t)  | 2,332            |
| Tice Public Library                    | Winter         | Winter(t), Winter(v)  | 1,274            |
| U.S.S. Liberty Memorial Public Library | Grafton        | Grafton(v), Grafton(t)  | 14,359           |
| Walter E. Olson Memorial Library       | Eagle River    | Eagle River(c), Cloverland(t),<br>Conover(t) Lincoln(t), St. Germain(t),<br>Washington(t) | 8,581            |
| Grand Total                            | 23             | 65  | 216,609          |

## Chapter 8. Steps In Establishing A Joint Public Library

1. A library planning committee representative of all municipalities involved formulates a plan or joint library agreement which addresses the following:
  - a) The names of the municipalities which will be members of the joint public library.
  - b) The statutory authority under which the joint library will be established.
  - c) The size of the joint library board and proportionate distribution of the members among the participating municipalities.
  - d) The method by which a school district administrator, or representative shall be appointed.
  - e) The initial terms of office which will be assigned to each board member.
  - f) The designated municipality to be responsible for paying bills and custody of library funds.
  - g) The disposition of existing and future assets of the joint library in case of dissolution of the joint library.
  - h) The method by which annual budgets will be formulated and costs apportioned among the participating municipalities.
  - i) If the proposed joint library territory lies in 2 or more counties that are not in the same system, the agreement must designate the system in which the joint library will participate.
2. Submit proposed plan to the governing bodies of each participating municipality for approval.
3. Submit proposed plan to county board of supervisors for approval.
4. Submit proposed plan to the Division for Libraries, Technology, and Community Learning for an opinion regarding the desirability and feasibility of the plan. The Division's opinion will be contingent upon the following conditions:
  - a) The joint library will be established under the appropriate provisions of Chapter 43 of the Wisconsin Statutes.
  - b) A librarian who is eligible for the appropriate grade level of Wisconsin public librarian certification from the Department of Public Instruction will be appointed to administer the library.
  - c) The establishment of the joint library agrees with the long-range plan for library service in the county.
  - d) The municipalities party to the joint library agreement will make a long term commitment to provide adequate financial support for the library.
  - e) The joint library will be a member of a public library system.
5. Draw up legal joint library agreement incorporating provisions of plan.
6. Submit final plan and joint library agreement to municipalities for action and appointment of library board members.

## Chapter 9. Outline of a Sample Plan

|  |  |
|--|--|
| Name of Proposed District  |  |
| Current budget of library  |  |
| Proposed first year budget of library<br>[List participant amounts individually]         |  |
| Names of proposed participant municipalities   |  |
| Statutory authority for district   |  |
| Municipality designated as legal custodian of funds.                                     |  |
| System of which joint library will be a member   |  |
| Grade level certification of director  |  |
| Required grade level certification for newly formed district.                            |  |
| Number of proposed trustees for joint library<br>[List participant amounts individually] |  |

1. **Executive Summary**
2. **Mission Statement.**
3. **Committee Membership** [list members of the planning committee that developed this document]
4. **Brief History Of Library Development** [Provide a history of the library that is the basis of the proposed joint library]
5. **Current Library Services** [list current circulation, attendance, collection and other input and output data for the current library operation]
6. **Current Funding Of Library Services** [provide a 3 to 5 year summary of past funding for the library]
7. **Proposed Revenue Collection Formula** [indicate the specific formula that will be used for allocating all elements of the joint library budget. Include data on how operating budget will be apportioned, of course, but also indicate how present and future capital budgets, building maintenance budgets and employee fringe benefit costs will be apportioned]
8. **Proposed Resolution for Budget Impasse** [Provide a specific methodology that is proposed for resolving disagreements between the municipalities on operating and capital budgets]
9. **Provide Impact statement** [Indicate the impact that the proposed merger is projected to have on funding and usage patterns in the county and the system. Include letters or reports from the system and the county on feasibility.]
  - a. Relations With Other Libraries.
  - b. Funding formulas
  - c. Library System Opinion on Feasibility
  - d. County Opinion on Feasibility
10. **Tax Base All Municipalities** [Provide ad current summary of the tax base (State Equalized Valuations) for the participants in the proposed joint library over the last several years]
11. **Standards For Libraries** [Provide a listing of how the current and projected joint library compare to the numerical requirements for state and county library standards]
  - e. State
  - f. County (if any)
12. **Buildings.** [Describe the building in which the joint library will be housed. Include relevant data regarding square feet, collection capacity, parking, and so forth. Also indicate who will own the building and how physical assets will be distributed in the event of dissolution]
13. **Contracts, Bylaws, etc.** [Attach copies of proposed bylaws and contracts. Indicate whether they have been reviewed by the relevant municipalities, county board and the library division]

## Chapter 10. Statutory Citations

### 43.52 Municipal libraries.

- 43.52(1) Any municipality may establish, equip and maintain a public library, and may annually levy a tax or appropriate money to provide a library fund, to be used exclusively to maintain the public library. The municipality may enact and enforce police regulations to govern the use, management and preservation of the public library. Any municipality desiring to establish a new public library shall obtain a written opinion by the division regarding the feasibility and desirability of establishing the public library before final action is taken. The division shall render its opinion within 30 days of the time the request is received.
- 43.52(1m) On and after April 10, 1986, any town desiring to establish a new public library or participate in a joint library under s. 43.53 shall in addition to the requirement under sub. (1) obtain the approval of the county library board, if one exists, and the county board of supervisors before final action is taken. The county library board and the county board of supervisors shall render decisions within 90 days of the request being received. A town may appeal to the state superintendent a decision of the county library board or the county board of supervisors that disapproves the participation by the town in a joint library with a municipality located in another county. The state superintendent shall hold a public hearing on the appeal within 60 days after receiving notice of the appeal. The state superintendent shall publish a class 1 notice under ch. 985 of the hearing and shall also provide notice of the hearing to the town board, the county board of supervisors and the county library board. The state superintendent shall decide the appeal within 30 days after the adjournment of the public hearing.
- 43.52(2) Every public library shall be free for the use of the inhabitants of the municipality by which it is established and maintained, subject to such reasonable regulations as the library board prescribes in order to render its use most beneficial to the greatest number. The library board may exclude from the use of the public library all persons who wilfully violate such regulations.
- 43.52(3) Any municipality may purchase or acquire one or more sites, erect one or more buildings and equip the same for a public library or any library already established; or may adopt, take over and acquire any library already established, by consent of the authorities controlling the same.
- 43.52(4) A municipal library may contract with library organizations within this state or in adjacent states to provide or receive library services.
- 43.52 - ANNOT. History: 1971 c. 152 s. 16; 1977 c. 418; 1985 a. 177 ss. 26 to 28, 47; 1989 a. 286; 1997 a. 150.
- 43.52 – ANNOT. A library can charge user fees for any services that fall outside of a library's inherent information-providing functions; core "library services" must be provided free of charge to the inhabitants of the municipality. 73 Atty. Gen. 86.
- 43.52 - ANNOT. Municipal libraries may not charge a fee for lending video cassettes that are part of a reasonable permanent collection, but may charge for lending additional copies. Municipal libraries may not charge a fee for online searching of bibliographic or informational databases. 78 Atty. Gen. 163.
- 43.53 Joint libraries. Joint libraries may be created by any 2 or more municipalities or by a county and one or more municipalities located in whole or in part in the county, by appropriate agreement of their governing bodies. Section 43.52 applies to joint libraries.
- 43.53(2) Joint library agreements under sub. (1) shall contain provisions necessary to establish a library board under s. 43.54, perform the duties under s. 43.58 and own and operate the physical facilities.
- 43.53(3) A joint library may not be established unless it includes at least one municipality with a public library established before May 8, 1990.
- 43.53 - ANNOT. History: 1971 c. 152 s. 19; Stats. 1971 s. 43.56; 1985 a. 177 ss. 33, 34; Stats. 1985 s. 43.53; 1989 a. 286; 1995 a. 270.

**43.64 County tax.**

43.64(1) The county board of a county expending money for public library service to its inhabitants may levy a tax to provide funds for such service and shall include any amount of tax under this subsection in the amount of taxes determined to be levied under s. 70.62 (1).

43.64(2)(a) In this subsection, "library fund" means the funds raised by the city, village, town or school district by tax levy or appropriation under s. 43.52 (1).

43.64(2)(b) Except as provided in sub. (2m), any city, town, village or school district in a county levying a tax for public library service under sub. (1) shall, upon written application to the county board of the county, be exempted from the tax levy, if the city, town, village or school district making the application levies a tax for public library service and appropriates and expends for a library fund during the year for which the county tax levy is made a sum at least equal to an amount calculated as follows:

43.64(2)(b)1. Divide the amount of tax levied by the county for public library service under sub. (1) in the prior year by the equalized valuation of property in that area of the county that was subject to the county property tax levy for public library services in the prior year.

43.64(2)(b)2. Multiply the amount determined under subd. 1. by the equalized valuation of property in the city, village, town or school district for the current year.

43.64(2m) No city, village, town or school district is exempt from the tax levy under sub. (2) for any year if, by September 1 of the year preceding the year for which the tax is levied, the county board determines that the public library of the city, village, town or school district that is a member of the public library system has not complied with standards approved under s. 43.11 (3) (d).

43.64(3) Each city, town, village or school district participating in a joint library under s. 43.53 shall be treated individually in determining its eligibility for tax exemption under sub. (2).

43.64 - ANNOT. History: 1971 c. 152 s. 16; 1977 c. 418; 1981 c. 20; 1983 a. 27; 1985 a. 177; 1997 a. 150.

43.64 - ANNOT. Facilities necessary to exempt a municipality from the county tax are discussed. 60 Atty. Gen. 389.

43.64 - ANNOT. A town, city, or village that does not maintain a public library, but makes contributions to a nearby public library, cannot be exempted from the county library tax levy under sub. (2). 65 Atty. Gen. 182.

43.64 - ANNOT. To qualify for exemption under sub. (2), a municipality or school district must have expended for its own "library fund" during the year in which the county tax levy is made a sum at least equal to the sum it would have to pay for the county tax levy made during that year to fund the county budget for the ensuing year. 72 Atty. Gen. 49.

43.64 - ANNOT. The scope of the exemption under sub. (2) is discussed. 72 Atty. Gen. 190.