

ORDINANCE 4136

AN ORDINANCE ESTABLISHING THE PUBLIC LIBRARY, CREATING A LIBRARY BOARD AND SETTING FORTH DUTIES AND RESPONSIBILITIES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. 2.48.010 Library: There is hereby established a free Public Library in The City of Billings, Montana. The Library shall serve the citizens of Billings and all citizens for whom contract rights are secured.
2. 2.48.020 Library Name: The Library is hereby named and designated, "Pamly Billings Library."
3. 2.48.030 Personnel: The Library Director and personnel shall be designated, organized and supervised as directed and determined by the City Administrator.
4. 2.48.040 Board: There is hereby established a Library Board. The Board shall consist of a minimum of three (3) members appointed by the City and other members who may be appointed pursuant to contract. The Board shall elect from its membership one person to serve as chairman and the Library Director shall serve as Secretary. The Board shall serve without compensation but shall be reimbursed its necessary expenses and costs. The Board shall also elect one person to serve on the Library Federation Board of Trustees. The chairman and the Federation Representative may, but need not be the same person.
5. 2.48.041 Powers and Duties: The Library Board shall be advisory to the Library Director and shall only assume those functions additionally as may be prescribed and agreed upon by contract between the city and other governmental agencies.
6. 2.48.042 Term of Office: The City appointments as presently constituted are hereby ratified and confirmed. As those terms expire the next appointments shall be for four (4) year terms. No appointment shall be for more than four (4) years and no board member shall serve more than two (2) consecutive terms. Vacancies occurring during the term shall be filled for the unexpired term.
7. 2.48.043 Oath of Office: Within ten (10) days after notice of appointment, each board member appointed shall take and sign an oath of office. The oath shall be administered by the City Court Judge and shall be filed in the office of the City Clerk.
8. 2.48.044 Meetings: The Board shall meet the fourth Thursday of each month and at such other times at the call of the Chairman, Secretary, or City Administrator. In the event that said meeting falls on a legal holiday the meeting is cancelled.
9. 2.48.050 Library Account: All revenue budgeted by the City, from grants, and from contracts with other governmental entities for library expenses shall be budgeted in the Library Account and shall be expended as budgeted annually. Said funds shall be in the custody of the City Financial Officer.

10. 2.48.052 Library Endowment Trust Fund: All endowments and contributions specifically designated for library purposes shall be placed in the Library Endowment Trust Fund, budgeted and used for the specific purposes designated.

11. 2.48.060 Depository of Documents: (a) All agencies, departments, commissions or divisions of the city government shall, upon acceptance by the City Council, deposit at least two copies of each publication made by such agency, department, commission or division with the Library.

(b) The publications referred to in subsection (a) shall specifically include, but not be limited to the following: Annual reports, codifications of ordinances, administrative codes, codes of regulatory commissions, current publications issued by special authority such as housing, port, transit, water district, etc. Research papers done on behalf of, or for the use of the city such as urban and regional land use, planning, zoning air and water pollution, transportation, public utilities, urban geography, surveying and mapping, and semi-official publications such as city planning reports done by a commercial firm in partnership with or any consultation with any city planning agency, shall also be included.

(c) All publications so deposited with the Library shall be permanently retained in the library and be made generally available to the public.

13. 2.48.070 Library Cooperation: It is the intent of the City that the Library be used cooperatively with Yellowstone County and other cities and counties in the State of Montana and Wyoming and that the library participate fully in the Federation of Libraries. All contracts entered into with respect to use of the library shall partake fully of the intention set forth herein and shall be designed to fully cooperate with all other governmental agencies.

14. 2.48.080 Exclusion of Patrons: All persons who willfully violate the rules of the library or the ordinances of this City may be excluded from the library and use of its facilities.

15. State law as contained in RCM 1947 §§ 44-219 through 44-231 and all other State law inconsistent with this ordinance is hereby superseded, except that all or any portion of said law may be adopted by reference by contract.

16. Billings Municipal Code Chapter 2.48 and all other Billings Municipal Code Sections and ordinances inconsistent herewith are hereby repealed.

PASSED by the City Council, APPROVED by the Mayor 17 October, 1977.

APPROVED:

By: William B. Soy

ATTEST:

By: Louie O. Schuster

City Clerk



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A G R E E M E N T

FOR THE
JOINT CITY-COUNTY PUBLIC LIBRARY
OF
YELLOWSTONE COUNTY, MONTANA

This agreement entered into this 27 day of October, 1975, by the
respective governing bodies of the City of Billings, Montana, and the County
of Yellowstone, Montana, hereinafter referred to as "BILLINGS" and "YELLOWSTONE",
respectively,

W I T N E S S E T H :

WHEREAS, the purpose of this agreement is to provide a basis for cooperation
between BILLINGS and YELLOWSTONE which will result in equitable library service
to all residents of Yellowstone County; and

WHEREAS, BILLINGS and YELLOWSTONE have agreed to assume the functions of a
joint city-county library under the authority of Sections 44-219.1 and 44-219.2
of the Revised Codes of the State of Montana, 1947, as amended; and

WHEREAS, BILLINGS and YELLOWSTONE are desirous of entering into a contract
whereby library services are provided for all residents of the County from a
central facility located within BILLINGS and operated by the joint efforts and
authority of both parties; and

WHEREAS, BILLINGS and YELLOWSTONE have agreed to furnish certain funds
and revenue to assist in the operation of the joint City-County Library pursuant
to the Laws of the State of Montana.

NOW, THEREFORE, in consideration of the execution of this agreement and the
mutual covenants hereinafter expressed, the parties join in establishing and
maintaining a joint City-County Library under the terms, conditions, and
covenants herein contained and it is mutually agreed as follows:

1. BILLINGS and YELLOWSTONE agree to assume and perform the functions of a
joint City-County Library within the County of Yellowstone, to extend the
services of the public library to all residents of the County of Yellowstone.
The City-County Board of Trustees may contract services with other governmental
entities.

2. BILLINGS shall retain ownership of its building and will provide said

1 building for the use of all parties. BILLINGS shall maintain its respective
2 building by paying all bonded indebtedness and all capital improvements to the
3 building.

4 3. That all books, periodicals, pamphlets, audio-visual materials and
5 other library materials in the possession of the said library in BILLINGS and
6 all hereafter to be acquired by the joint City-County Public Library shall be
7 equally accessible to residents of BILLINGS and YELLOWSTONE under the rules and
8 regulations of said joint City-County Public Library during the terms of this
9 agreement.

10 4. That in the event of the termination of this agreement by either
11 BILLINGS or YELLOWSTONE, books and any cash reserves shall be distributed to
12 the city and county entities in the same proportions as expenses were shared
13 during the term hereof. Those books subject to distribution are only those
14 acquired during the period of this agreement and only those books from the
15 circulating collection. Books purchased previously by BILLINGS, and in current
16 use, shall be returned to the respective entity. This agreement anticipates
17 approximately twenty percent (20%) of the total budget each year shall be spent
18 for library materials.

19 5. In consideration of the promises, conditions, and obligations herein
20 set forth, the parties do hereby agree to support and fund the annual library
21 budget as finally determined, approved, and accepted by both parties in the
22 following manner: BILLINGS agrees to support the budget in an amount not to
23 exceed four and one-half (4½) mills and YELLOWSTONE agrees to support the
24 budget in an amount not to exceed three (3) mills. When less than the mill
25 levies of four and one-half (4½) mills for BILLINGS and in an amount of less
26 than three (3) mills for YELLOWSTONE is required to fund the library budget,
27 then the percent each entity will pay shall remain the same percent as it would
28 be if the four and one-half (4½) mills for BILLINGS and three (3) mills for
29 YELLOWSTONE were assessed.

30 6. Each party shall pay its respective share of the budget to the
31 Treasurer of the City of Billings and the money therein placed in a City-County
32 Public Library Fund and shall not be used for any purpose except those as
33 authorized by the Joint City-County Public Library Board of Trustees for library
34 services as provided by the Laws of the State of Montana. Any money not spent

1 in any fiscal year shall be credited to the participating entities in the same
2 percent of total budget that each contributed.

3 7. The Board of Trustees shall be composed of five (5) members; three (3)
4 of whom shall be appointed by the Mayor and City Council of BILLINGS; and two (2)
5 of whom shall be appointed by the Board of County Commissioners of Yellowstone
6 County, Montana. A Library Trustee may be removed only by vote of the appointing
7 legislative body. The terms of the Board of Trustees will not exceed five (5)
8 years and the Trustees shall serve no more than two (2) full terms in succession.
9 Initially, BILLINGS shall appoint a Trustee for a one-half ($\frac{1}{2}$) year term, shall
10 appoint a Trustee for a two and one-half ($2\frac{1}{2}$) year term, shall appoint a Trustee
11 for a four and one-half ($4\frac{1}{2}$) year term; YELLOWSTONE shall appoint a Trustee for
12 a one and one-half ($1\frac{1}{2}$) year term and for a three and one-half ($3\frac{1}{2}$) year term
13 all effective January 1, 1976. Annually thereafter, there shall be appointed
14 before the first day of July of each year in the same manner as the original
15 appointments for a five (5) year term, a Trustee to take the place of the
16 retiring Trustee. Vacancies in the Board of Trustees shall be filled for the
17 unexpired term in the same manner as original appointments. Trustees shall serve
18 without compensation but their actual and necessary expenses incurred in the
19 performance of their official duties may be paid from library funds. The Board
20 of Trustees shall have the powers and duties set forth in R.C.M., 1947, as
21 amended, which by this reference are incorporated herein. The Board of Trustees
22 shall select one of its members as chairman and such other officers as they deem
23 necessary for one (1) year terms. The Board shall adopt rules for governance of
24 its own affairs and shall provide disbursing of funds in accordance with Section
25 44-220, R.C.M., 1947, as amended.

26 8. It is further agreed that the Board of Trustees of the Joint City-County
27 Public Library will present to BILLINGS and YELLOWSTONE at the end of the fiscal
28 year a complete statistical and financial report of the operation of the Joint
29 City-County Public Library. The Chief Librarian shall submit to the Board of
30 Trustees a proposed budget of total expenditures for the next fiscal year for
31 approval of the Board. A separate budget request shall be submitted for new
32 construction or for capital improvements of existing library property. This
33 annual budget shall then be presented to the appropriate governing body.

34 9. Any party to this agreement may terminate the same either by giving

1 ninety (90) days notice, in writing, of intention to do so, or as otherwise
2 authorized by Montana statutes.

3 10. This agreement is entered into for the fiscal year of 1976-77 after
4 which it will be automatically renewed from year to year upon the same terms and
5 conditions except BILLINGS will provide YELLOWSTONE with library services effective
6 immediately and YELLOWSTONE will pay BILLINGS One Hundred Thirty-Seven Thousand
7 Dollars (\$137,000.00) for the fiscal year of 1975-1976. This agreement may be
8 reviewed and be submitted for reapproval at the request of either of the parties.

9 11. It is understood and agreed that this agreement supersedes and takes the
10 place of all previous agreements and contracts between the parties hereto with
11 reference to library service, and it is the intention of all parties to terminate
12 all former contracts without liability of any kind or character upon any of the
13 parties thereto.

14 IN WITNESS WHEREOF, the said City Council of BILLINGS has caused this
15 agreement to be executed and signed by its Mayor and City Clerk and the Board of
16 County Commissioners of YELLOWSTONE has caused it to be so executed.

17
18 (SEAL)

19 Attest:

20
21 Lou O. Schuster
22 City Clerk, City of Billings



23
24 Joseph A. Leone
25 MAYOR, CITY OF BILLINGS

26
27 BOARD OF COUNTY COMMISSIONERS
28 YELLOWSTONE COUNTY, MONTANA

29 (SEAL)

30
31 Leo Kamp
32 Leo Kamp, Chairman

33 M.E. McClintock, Member

34 Duane E. Christensen
Duane E. Christensen, Member

35 Attest:

36
37 Merrill H. Klundt
38 Merrill H. Klundt
39 Clerk and Recorder

AMENDMENT TO CITY-COUNTY LIBRARY AGREEMENT

THIS AMENDMENT TO AGREEMENT entered into this 26 day of September, 1977, by and between the following:

The City of Billings, Montana, hereinafter designated City or Billings,

and

The County of Yellowstone, Montana, hereinafter designated County or Yellowstone,

W I T N E S S E T H:

WHEREAS, the Parties hereto entered into an Agreement for Library Services on 27 October, 1975, and

WHEREAS, the CITY OF BILLINGS has adopted a charter form of government which supersedes in certain particulars that State law under which the Agreement was formulated, and

WHEREAS, the Parties hereto desire to amend the same to conform to the charter,

NOW, THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, it is mutually agreed as follows:

1. All provisions of the original Agreement between the parties executed October 27, 1975, not inconsistent with the modifications made by this Agreement, shall remain in full force and effect and are hereby ratified and confirmed in all respects.

2. The terms of the City appointees to the Library Board shall conform with the provisions of the City Charter.

3. The Library Board shall have the exclusive power and authority to determine policy for the operation of the library, prepare budgets, determine the selection of materials and negotiate contracts and agreements incidental thereto and with other governmental agencies and such other power and duties as set forth in Sections 44-219.1 and 44-219.2, R.C.M., 1947, as amended. The Library Board shall be advisory to the City Administrator in all personnel matters.

4. The "Chief Librarian" shall hereinafter be referred to as the "Library Director".

5. The Library Director and all library personnel are City employees and as such are responsible to the City Administrator for all personnel matters, including hiring, firing and disciplinary proceedings. Except that the Library Director shall be confirmed by the Joint Library Board.


6. The Library Director shall be responsible to the Library Board for the execution of the policies of the Board as authorized in paragraph 3 above.

7. The parties to this Agreement, the City Administrator or their employees shall have no authority or power to interfere with or in any way usurp the exclusive authority granted to the Library Board under paragraph 3 above.

8. The Mayor of the City of Billings shall execute all contracts and agreements negotiated within the authority of the Library Board.

9. The City of Billings will present to Yellowstone County, within a reasonable time after the end of the fiscal year, a complete statistical and financial report of the operation of the Library. Said report shall be a condition precedent to further participation in funding by Yellowstone County.


IN WITNESS WHEREOF, the said City Council of Billings has caused this Agreement to be executed and signed by its Mayor and the Board of County Commissioners of Yellowstone has caused it to be executed this 26 day of September, 1977.



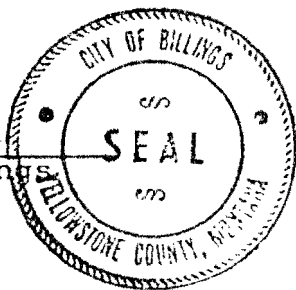
Mayor, City of Billings

(SEAL)

ATTEST:



City Clerk, City of Billings



BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

(SEAL)



Leo Kamp, Chairman

ATTEST:

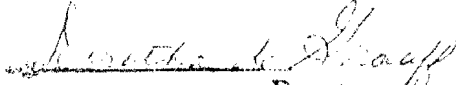


M. E. McClintock, Member

Merrill H. Klundt
Clerk and Recorder



Duane E. Christensen, Member



Deputy