

## JOINT CITY-COUNTY LIBRARY AGREEMENT

This Agreement, made and entered into by and between Teton County (hereinafter "County") and the cities of Choteau, Fairfield and Dutton (hereinafter "Cities"), each a municipal corporation:

### WITNESSETH:

WHEREAS, Section 22-1-316, MCA (1999), provides for a county and any city or cities within the county to join in establishing and maintaining joint city-county libraries under the terms and conditions of a contract; and,

WHEREAS, the cities of Choteau, Fairfield and Dutton have resolved to enter into a contract with the County to establish joint city-county libraries in Choteau, Fairfield and Dutton; and

WHEREAS, the voters of Teton County have passed Initiative No. 1 to require the Board of Teton County Commissioners to contract for the establishment of joint city-county libraries in Choteau, Fairfield and Dutton; and

WHEREAS, library services will be provided during the term of this Agreement for all residents of the County from central facilities located within the Cities that are operated by the joint efforts and authority of all parties; and

WHEREAS, the County and Cities have agreed to furnish funds, revenue and property to assist in the operation of the Joint City-County Libraries 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 making this Agreement establishing and maintaining Joint City-County Libraries in the Cities. This contract is adopted under the statutory authority of Title 22, Chapter 1, Part 3, MCA (1999);

### 1. CITY-COUNTY LIBRARIES:

- (A) There are hereby established three (3) joint city-county libraries within the cities of Choteau, Fairfield and Dutton that are to be known as the "Choteau Public Library," the "Fairfield Public Library" and the "Dutton Public Library."
- (B) The principal buildings and facilities for each library will be located within the three separate cities.

## **2. LIBRARY BOARD OF TRUSTEES:**

- (A) The operation of the three libraries shall be governed by a Library Board of Trustees (hereinafter "Trustees") consisting of five (5) members who shall be appointed and hold office in the manner and for the terms described:
1. The three City Councils shall each appoint one member from their respective cities who must be a resident of that city. One appointee will serve a term of one (1) year; one will serve a term of three (3) years; and one will serve a term of five (5) years.
  2. The Teton Board of County Commissioners shall appoint two (2) members from the area of the county not within the city limits of the Cities. One appointee will serve a term of two (2) years, and one will serve a term of four (4) years.
  3. After the initial appointments, each person subsequently appointed shall serve a term of five (5) years which will expire on June 30, and vacancies on the Board will be filled by appointment in the same manner as the original appointments.
  4. The Library Board of Trustees shall consist of said five Trustees, each of whom shall serve no more than two full five-year terms in succession.
  5. Advisory Boards for each library may be appointed by the Library Board of Trustees upon recommendation by the Cities and the County.
  6. Trustee shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds upon written approval of a majority of the Trustees.

## **3. POWERS OF THE LIBRARY BOARD OF TRUSTEES:**

- (A) The Trustees shall have the powers and duties set forth in Section 22-1-309, 310, 311, 312, MCA (1999).
- (B) The Trustees shall have authority to hire and fire the personnel of the Libraries, including Directors and set the compensation thereof. The Directors and other personnel shall be considered employees of the City or Cities designated by the Trustees and shall adhere to the policies and procedures of the Trustees.

**4. BUDGET AND FINANCE:**

- (A) As provided in §22-1-316(4), MCA (1999), the City Treasurer of Choteau, Dutton, or Fairfield, as designated by the Trustees, shall have custody of the funds levied by Teton County for the Joint City-County Libraries and shall be designated as fiscal agent for the purpose of administering those library funds at the direction of the Trustees. The Teton County Treasurer shall transfer all money collected for the Joint City-County Libraries to the designated City Treasurer. Those funds levied by each individual city shall be held by their respective City Treasurers.
- (B) The Trustees shall prepare an annual budget which indicates the level of support and maintenance of the public libraries that will be required from public funds as provided in Section 22-1-309(6), MCA (1999).
- (C) The County's total contribution under this agreement to the joint city-county libraries shall be determined pursuant to Section 22-1-304 MCA.
- (D) The Cities shall provide funding, including but not limited to, the buildings, maintenance of the facilities, utilities, and insurance for the library in each of the respective cities.

**5. OWNERSHIP AND DISPOSITION OF PROPERTY:**

- (A) In the event this Agreement is terminated, the personal property of the libraries shall be returned to the Cities and County according to their proportion of contributions to the annual library budgets. All property, real and personal, acquired during the term of this Agreement, shall also be divided in like manner.
- (B) All real and personal property presently owned by the Cities shall remain the property of the Cities.
- (C) All real and personal property presently owned by the County shall remain the property of the County.
- (D) All County property shall be tagged with identification numbers. All untagged property shall be deemed the property of either the city or library wherein it exists.

**6. DURATION:**

- (A) This Agreement becomes effective upon adoption and execution by all parties.

- (B) This Agreement may be terminated by mutual written agreement of all parties.
- (C) This Agreement may be amended by mutual consent of the parties at any time provided the amendment is in writing, attached to the original agreement, and signed by their respective governing bodies.
- (D) Each of the Cities and the County shall have an Agreement on file and any amendments shall be attached to all originals.
- (E) This Agreement remains in effect until June 30, 2001, at which time, it is automatically renewed on an annual basis unless terminated or modified.

**7. EXECUTION OF AGREEMENT:**

This Agreement shall be signed by the respective Mayors of the Cities upon resolution therefore by the city councils and by the Chairman of the County Commissioners upon resolution therefore by the Board.


[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES**

**CITIES:**

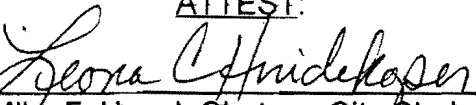
**Date:**

**CITY OF CHOTEAU:**

  
\_\_\_\_\_  
Roger A. Kelly, Mayor


Sept. 5, 2000.

**ATTEST:**

  
\_\_\_\_\_  
for Mike F. Hagel, Choteau City Clerk

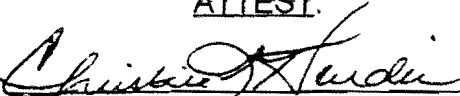
Sept. 5, 2000.

**CITY OF FAIRFIELD:**

  
\_\_\_\_\_  
Charles Rex Manual, Mayor  
Lillian I. Alfson

Nov 27, 2000.

**ATTEST:**

  
\_\_\_\_\_  
Christi Hardin, Fairfield City Clerk

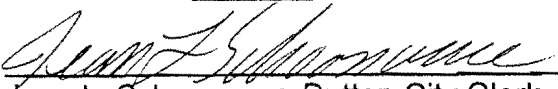
NOV. 27, 2000.

**CITY OF DUTTON:**

  
\_\_\_\_\_  
Robert C. Goodell, Mayor

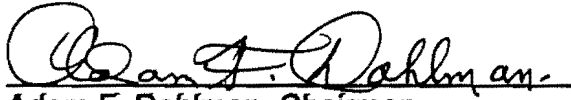
Sept. 11, 2000.

**ATTEST:**

  
\_\_\_\_\_  
Jean L. Schoonover, Dutton City Clerk

9/11, 2000.

**TETON COUNTY BOARD OF COUNTY COMMISSIONERS:**

  
Adam F. Dahlman, Chairman

8-3, 2000.

**ATTEST:**

  
Stella Plachetka, County Clerk

8-3, 2000.

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Choteau Public Library

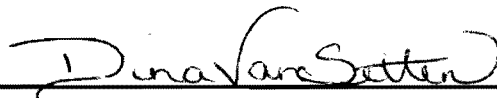
(library name)

qualifies as a "public library"  
formed under either Title 7 or  
MCA § 22-1-303 through 22-1-317

Attached is the legal documentation  
establishing our library under the above.



Library Board Chairperson



Library Director

7-29-98

Date

Rec'd 6/22/98  
dma

# CHOTEAU PUBLIC LIBRARY

CHOTEAU, MONTANA 59422

June 18, 1998

Darlene Staffeldt  
1515 East 6th Avenue  
Helena, MT 59620-1800

Dear Darlene,

Enclosed are copies of the election results of the initiative which mandated the commissioners to contract with the cities in Teton County to form joint city-county libraries. Also enclosed are the resolutions from the Choteau and Fairfield city councils which pledge their support to establish and maintain joint city-county libraries.

The city councils of Choteau, Dutton and Fairfield are currently in the process of hammering out a contract with the county commissioners. It is a lengthy process. We want to be eligible for funding from the state Library. I hope that this is sufficient documentation. If not, please contact Katrina Martin. If there is anything that I can do, let me know.

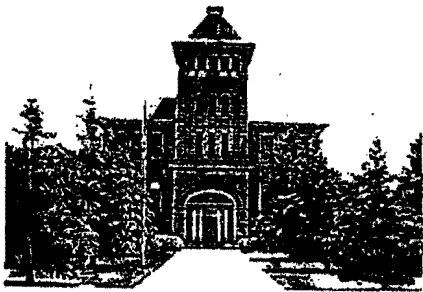
Thank you,



Dina VanSetten  
Director  
Choteau Public Library



TETON  
COUNTY



SHIRLEY JENSEN  
COUNTY CLERK AND RECORDER  
P. O. BOX 610  
CHOTEAU, MONTANA 59422  
OFFICE (406) 466-2693  
FAX (406) 466-2138


June 17, 1998

To Whom It May Concern:

I, Shirley Jensen, Teton County Election Administrator, do hereby certify that the following is the official results of the Special Election held on the question on the Libraries which was held on April 7, 1998.

**1446 FOR** requiring the board of county commissioners to contract for the establishment of joint city-county libraries in Choteau, Fairfield, and Dutton.

**310 AGAINST** requiring the board of county commissioners to contract for the establishment of joint city-county libraries in Choteau, Fairfield, and Dutton.

  
Shirley Jensen  
Teton County Election Administrator

(SEAL)



1515 East 6th Avenue • Helena, Montana 59620-1800 • 406-444-3115  
FAX: 406-444-5612 • <http://msl.mt.gov>

June 26, 1998

Dina Van Setten  
Choteau Public Library  
Box 876 / 17 North Main  
Choteau MT 59422-0876

Dear Dina,

I have received a letter and interim agreement from Kenneth R. Olson. The agreement with the previous materials you sent will provide the needed legal documentation for the state aid files here at the State Library. Please know that the State Library will be able to provide state aid monies for fiscal year 1999 to your library if I receive a signed copy of the agreement and a signed copy of the enclosed Public Library Certification form by August 3, 1998.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Darlene Staffeldt".

Darlene Staffeldt  
Director, Statewide Library Resources

cc: John Finn, Statewide Technology Librarian  
Kenneth R. Olson, Attorney-at-Law

***KENNETH R. OLSON***  
ATTORNEY - AT - LAW

*Suite 316  
600 Central Plaza  
Great Falls, MT 59401  
Phone (406) 727-6263*

July 10, 1998

State Library  
Attn: Darlene  
1515 East 6th Avenue  
Helena, Montana 59620-1800

Re: Interim Joint City-County Library Agreement


Dear Darlene:

Enclosed herewith, please find a copy of the Interim Joint City-County Library Agreement executed by the respective governing boards or their representatives.

Thank you for your attention hereto. If you have any questions, please do not hesitate to contact me.

Sincerely,

  
KENNETH R. OLSON

KRO   
cc: Robert Goodell  
Russell Andrews  
Bob Woodahl  
Kyle Cunningham

Enclosure

***INTERIM***  
**JOINT CITY-COUNTY LIBRARY**  
**AGREEMENT**

This Agreement, made and entered into by and between the County of Teton, Montana, (hereinafter "County") and the cities of Choteau, Fairfield, and Dutton, Montana, (hereinafter "Cities"), each a municipal corporation:

WITNESSETH:

WHEREAS, Section 22-3-316, MCA (1997), provides for a county and any city or cities within the county to join in establishing and maintaining joint city-county libraries under the terms and conditions of a contract; and,

WHEREAS, the cities of Choteau, Fairfield, and Dutton have resolved to enter into a contract with the County to establish joint city-county libraries in Choteau, Fairfield, and Dutton; and,

WHEREAS, the voters of Teton County have passed *Initiative No. 1* to require the Board of Teton County Commissioners to contract for the establishment of joint city-county libraries in Choteau, Fairfield, and Dutton; and,

WHEREAS, the voters of Teton County have passed *Resolution 98-4* to authorize the County Commissioners to make an annual levy of \$45,000.00 (or approximately 2.84 mills per year) for establishing and maintaining joint city-county libraries; and,

WHEREAS, the governing bodies of the Cities have reservations as to the effect of the election and its legality as a limitation of the powers of the Board of Trustees of the Joint City-County Libraries under Section 22-1-304, MCA; and,

WHEREAS, the Board of County Commissioners believe that the voters have established the County's monetary obligations under the contract, and that the Library Trustees do not have the authority to impose a different contractual obligation on the County under Section 22-1-316, MCA; and,

WHEREAS, the parties recognize the possible necessity for the courts to resolve questions each has regarding the effect of said election, contract issues, and the application of certain statutes, while recognizing the need to implement library service in Teton County in response to the vote of the people; and,

WHEREAS, the parties agree to follow an orderly and agreed approach to the resolution of the legal questions each has through a declaratory judgment action and are willing to enter into an interim agreement pending the filing and resolution of said questions by said legal action; and,

WHEREAS, library services will be provided during the term of this Interim Agreement for all residents of the County from central facilities located within the Cities that are operated by the joint efforts and authority of all parties; and,

WHEREAS, the County and Cities have agreed to furnish funds, revenue and property to assist in the operation of the Joint City-County Libraries pursuant to the laws of the State of Montana;

NOW, THEREFORE, in consideration of the execution of this Interim Agreement and the mutual covenants hereinafter expressed, the parties join in making this Interim Agreement establishing and maintaining Joint City-County Libraries in the Cities. This contract is adopted under the statutory authority of *Title 22, Chapter 1, Part 3, MCA (1997)*:

**1. CITY-COUNTY LIBRARIES:**

(A) There are hereby established three (3) joint city-county libraries within the cities of Choteau, Fairfield, and Dutton that are to be known as the "Choteau-Teton Library", the "Fairfield-Teton Library", and the "Dutton-Teton Library".

(B) The principal buildings and facilities for each library will be located within the three separate cities.

**2. LIBRARY BOARD OF TRUSTEES:**

(A) The interim operation of the three libraries shall be governed by a Library Board of Trustees (hereinafter

"Trustees") consisting of five (5) members who shall be appointed and hold office in the manner and for the terms described:

1. The three City Councils shall each appoint one member from their respective cities who must be a resident of that city. One appointee will serve a term of one (1) year; one will serve a term of three (3) years; and one will serve a term of five (5) years.
2. The Teton Board of County Commissioners shall appoint two (2) members from the area of the county not within the city limits of the Cities. One appointee will serve a term of two (2) years, and one will serve a term of four (4) years.
3. These members shall be appointed upon adoption and approval of this Agreement. Thereafter, each person appointed shall serve a term of five (5) years which will expire on May 30, and vacancies on the Board will be filled by appointment in the same manner as the original appointments.
4. The Library Board of Trustees shall consist of said five Trustees, each of whom shall serve no more than two full five-year terms in succession. Not more than one member of the respective governing bodies shall be, at any one time, a member of such Board.
5. Advisory Boards for each library may be appointed by the Library Board of Trustees upon recommendation by the Cities and the County.
6. Trustee shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds upon written approval of a majority of the Trustees.

**3. POWERS OF THE LIBRARY BOARD OF TRUSTEES:**

- (A) The Trustees shall have the powers and duties set forth in Section 22-1-309, 310, 311, 312, MCA (1997), except with regard to Budget and Finance as set forth in Section 4 below.
- (B) The Trustees shall have authority to employ and discharge the personnel of the Libraries, including Librarians, and set the compensation thereof. The Librarians and other personnel shall be considered employees of the City or Cities designated by the Trustees and shall adhere to the policies and procedures of the Trustess.

**4. BUDGET AND FINANCE:**

- (A) As provided in §22-1-316(4), MCA (1997), the City Treasurer of Choteau, Dutton, or Fairfield, as designated by the Trustees, shall have custody of the funds levied by Teton County for the Joint City-County Libraries and shall be designated as fiscal agent for the purpose of administering those library funds at the direction of the Trustees. The Teton County Treasurer shall transfer quarterly all money collected for the Joint City-County Libraries to the designated City Treasurer. Those funds levied by each individual city shall be held by the respective City Treasurers.
- (B) The Trustees shall prepare an annual budget which indicates the level of support and maintenance of the public libraries that will be required from public funds as provided in Section 22-1-309(6), MCA (1997). The mill levy by the County shall remain as hereinafter established unless changed by written agreement of the parties.
- (C) The County's total annual contribution to the Joint City-County Libraries shall be \$45,000.00, or approximately 2.84 mills, with non-tax money being in addition thereto, unless changed by written agreement of the parties.
- (D) The Cities shall provide funding, including but not limited to, the buildings, maintenance of the facilities,

utilities, and insurance for the library in each of the respective cities.

**5. OWNERSHIP AND DISPOSITION OF PROPERTY:**

- (A) In the event this Agreement is terminated, the personal property of the libraries shall be returned to the Cities and County according to their proportion of contributions to the annual library budgets. All property, real and personal, acquired during the term of this Agreement, shall also be divided in like manner.
- (B) All real and personal property presently owned by the Cities shall remain the property of the Cities.
- (C) All real and personal property presently owned by the County shall remain the property of the County.
- (D) All County property shall be tagged with identification numbers. All property that is un-tagged shall be deemed the property of either the city or library wherein it exists.

**6. DURATION:**

- (A) This Interim Agreement is intended to provide library services while allowing the parties the opportunity to resolve pending legal issues through the declaratory judgment process. The parties specifically reserve all legal rights and positions they now hold, respectively, and do not surrender their legal positions by entering into this Interim Agreement.
- (B) The parties agree that all pending legal issues will be submitted to the Ninth Judicial District Court for a declaratory judgment ruling and that this Interim Agreement shall remain in effect until June 30, 1999.
- (C) The parties agree that if the declaratory judgment ruling is appealed to the Montana Supreme Court this Interim Agreement shall be automatically extended for an additional year and will then expire on June 30, 2000.



However, in the event a final appellate ruling, if an appeal is filed, has not been rendered by June 30, 2000, the parties may agree to an extension of this Interim Agreement by attaching a written agreement hereto.

- (D) The parties agree that upon the final resolution of the legal issues by the court a new Agreement will be entered into which incorporates therein the final rulings of the court.
- (E) This Interim Agreement shall become effective upon adoption and execution by all parties.
- (F) This Interim Agreement may be terminated by mutual written agreement of all parties.
- (G) This Interim Agreement may be amended by mutual consent of the parties at any time provided the amendment is in writing, attached to the original agreement, and signed by their respective governing bodies.
- (H) Each of the Cities and the County shall have an original Interim Agreement on file and any amendments shall be attached to all originals.

**7. EXECUTION OF AGREEMENT:**

This Interim Agreement shall be signed by the respective Mayors of the Cities upon resolution therefore by the city councils and by the Chairman of the County Commissioners upon resolution therefore by the Board.

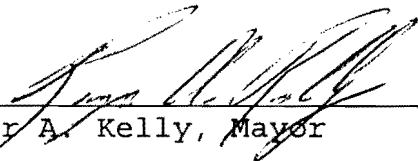
[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES**

**CITIES:**

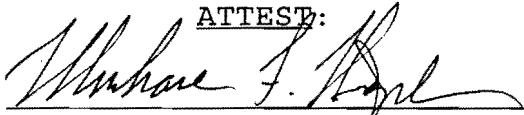
**Date:**

**CITY OF CHOTEAU:**

  
\_\_\_\_\_  
Roger A. Kelly, Mayor

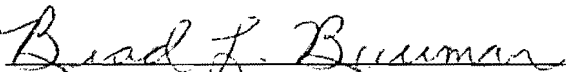
7-7, 1998.

**ATTEST:**

  
\_\_\_\_\_  
Mike F. Hagel, Choteau City Clerk

07/07/98, 1998.

**CITY OF FAIRFIELD:**

  
\_\_\_\_\_  
Charles Rex Manual, Mayor

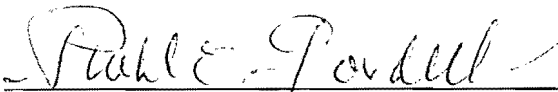
7-16, 1998.

**ATTEST:**

  
\_\_\_\_\_  
Christi Hardin, Fairfield City Clerk

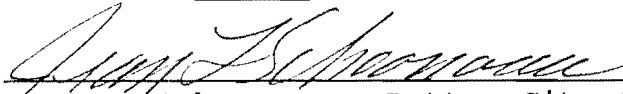
July 6, 1998.

**CITY OF DUTTON:**

  
\_\_\_\_\_  
Robert C. Goodell, Mayor

7-9, 1998.

**ATTEST:**

  
\_\_\_\_\_  
Jean L. Schoonover, Dutton City Clerk

7-9, 1998.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Adam F. Dahlman  
Adam F. Dahlman, Chairman

7-2, 1998.

ATTEST:

Shirley Jensen  
Shirley Jensen, County Clerk

July 2, 1998.

TETON COUNTY JOINT CITY-COUNTY LIBRARIES  
-----BYLAWS-----  
ADOPTED NOVEMBER 19, 1998

ARTICLE I - PURPOSE

The Board of Trustees of the Teton County Joint City-County Libraries exists by virtue of the provision of the Interim Joint city-County Library Agreement executed in July of 1998 and exercises the authority and assumes the responsibilities delegated to it by said agreement and MCA section 22-3-316.

ARTICLE II-OFFICERS

Section 1. The officers shall be Chair, Vice Chair, and Secretary/Treasurer whom will be elected annually at a regular meeting of the Board after new members have been appointed.

Section 2. Officers shall serve terms of one year from the meeting at which they were elected and until their successors are duly elected.

Section 3. The Chair shall preside at all meetings of the Board, authorize calls for special meetings, appoint all committees, execute all documents authorized by the Board, serve as ex-officio voting member of all committees, ensure that a true and accurate record is maintained of all meetings of the Board, and perform all other duties associated with that office.

Section 4. The Vice Chair in the event of the absence of the Chair shall assume and perform the duties and functions of the Chair.

Section 5. The Secretary/Treasurer shall keep a true and accurate record of all proceedings of the Board meetings and present all bills and financial statements to the Board.

Section 6. Vacancies occurring in any office shall be filled at the next regular meeting of the Board.

ARTICLE III - BOARD OF TRUSTEES

Section 1. The governing body of the Teton County Joint City-County Libraries is composed of five members as appointed as follows: The cities of Choteau, Fairfield and Dutton --- 1 each; The Teton County Commissioners ---2.

Section 2. The term of office of the trustees shall be five years. No trustee shall serve more than two consecutive terms. If a member is appointed to serve an unexpired term of office, it shall be considered a full term of office. Members appointed at the creation of this board for varying lengths of service will be considered as having served as a full term.

Section 3. If a member becomes disabled or incapacitated, the secretary of the Board shall be notified and the position shall be declared vacant. When any trustee fails to attend three consecutive meetings of the Board without legitimate reason, the Board shall declare that position vacant. It shall be the duty of the Chair to notify the appropriate entity that that member represented and request that a new representative be appointed.

#### ARTICLE IV - COMMITTEES

Section 1. The following standing committees shall be appointed by the Chair for one year.

Finance/Budget --- This committee will evaluate all requests for funding from the individual libraries; they will prepare a recommended budget to be presented to the Board. This budget will include all proposed expenditures and will portray those expenditures against funding available. This committee will consist of two members.

Operating policy --- This committee will formulate and maintain an operating policy manual, which will detail the operation and the responsibilities of the Board. It will additionally designate those operating policies, which are to be developed and maintained by the three individual Libraries. The review of both policy manuals (Board and individual Libraries) will be a dynamic and constant effort. The Board policies will be general in nature while the individual library policies are to be detailed and specific. This committee will consist of two members.

Section 2. The Chair may appoint special committees for the study of special problems. Such committees to serve until resolution of the problem.

#### ARTICLE V - MEETINGS

Section 1. Regular Board meetings shall be held monthly or at the discretion of the Board; the date time and location to be set by the Board.

Section 2. The meeting designated for the election of officers shall be held in conjunction with the regular meeting in June of each year.

Section 3. A quorum for the transaction of business shall consist of a majority of members of the Board.

ARTICLE VI - LIBRARY DIRECTORS AND STAFF

- A. **With the recommendation of the Chief Librarian, the Board shall employ and discharge** the individual library directors whom shall be the managers of their respective library operations. These individual directors shall be responsible for the care of the total facilities including all contents, the direction of the staff, for the efficiency of the library's service to the public, and for the operation of the library.

**With the recommendation of the Chief Librarian and the individual library advisory boards, the board shall employ and discharge such other persons as may be necessary in the administration of the affairs of the library.**

**The Board shall fix and pay the salaries of each director and staff person.**

- B. In accordance with Montana State Library Law, the Teton County Joint City-County Board shall appoint a Central Library Director from the three Teton County Libraries; Choteau, Fairfield and Dutton. This appointment will be on a rotating basis for a period of two years each, beginning with the Choteau Public Library. (Adopted 2/14/02)

**The duties and responsibilities will be as directed by MCA 22-1-310 and as set forth in the Chief Librarian Job Description. (Adopted 6/17/04)**

ARTICLE VII - AMENDMENTS

These by-laws may be amended at any regular meeting of the Board with a quorum present, with the unanimous vote of all members present, providing that the proposed amendment shall have been presented for consideration at a previous meeting and stated in the call for the present meeting.

ARTICLE VII - PARLIAMENTARY AUTHORITY

"Robert's Rules of Order" shall be the parliamentary authority on all matters not covered by the by-laws of the Board.

Approved and adopted: February 20, 2003.

_____	Clayton Ketcham - Choteau
_____	Deanna Burgmaier - County
_____	Mandy Wick - County
_____	Mary Schuler - Dutton
_____	Lillian I. Alfson - Fairfield

**RESOLUTION NO. 502**  
**RESOLUTION TO VERIFY THAT THE CITY WILL CONTRACT WITH TETON**  
**COUNTY TO ESTABLISH AND MAINTAIN**  
**A JOINT CITY-COUNTY LIBRARY IN ACCORDANCE WITH**  
**22-1-301 THROUGH 317 MCA**

WHEREAS, the City and Teton County have cooperated for many years in providing free public library facilities to the residents of the City and County; and

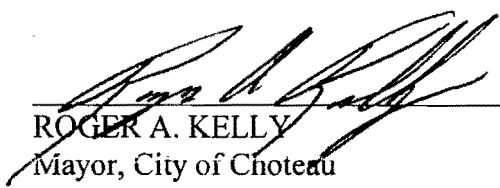
WHEREAS, the County no longer shares in the maintenance of the library located in the City of Choteau; and

WHEREAS, residents of Teton County wish to place an Initiative on the next county-wide Special Election Ballot mandating that Teton county establish and maintain with the cities of the county Joint City-County Libraries, including one to be located in Choteau; and


WHEREAS, the City wishes to indicate its willingness and desire to establish a Joint City-County Library in accordance with statutes of the State of Montana which provide therefor;

NOW, THEREFORE, BE IT RESOLVED by the Choteau City Council that, in accordance with the provisions of 22-1-301 through 317 MCA, the City hereby resolves to establish and maintain with the County, upon the passage of the County-wide Initiative proposed by citizens of Teton County, a Joint City-County Library for the benefit of its citizens and those of Teton County.

DULY AND REGULARLY passed and adopted this 3rd day of September, 1997.

  
\_\_\_\_\_  
ROGER A. KELLY  
Mayor, City of Choteau

ATTESTATION:-

  
\_\_\_\_\_  
JAMES L. CHRISTIAENS  
City Clerk/Superintendent

(SEAL)

Member Kris Maloney moved and Member Denny Perry  
seconded the Motion and the following voted in favor thereof: Kris Maloney, Denny  
Perry, Ray Noyd & John Buck  
and the following voted against the same: NONE

Absent: NONE

This is Certified that this is a copy of Resolution #502

  
Linda C. Loughlin, Deputy