

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Havre-Hill County Library

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(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.

*Archie J. Lane*

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Library Board Chairperson

*Bonnie Williamson*

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Library Director

*9-8-97*

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Date

RESOLUTION

NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF HILL COUNTY COMMISSIONERS REQUESTING VOTER APPROVAL TO LEVY TAXES ON ALL COUNTY PROPERTY OWNERS TO CONTINUE TO PROVIDE PRESENT LEVEL FUNDING FOR THE HAVRE-HILL COUNTY LIBRARY.

WHEREAS, the Havre-Hill County Library is an outstanding community resource which has received state-wide recognition for its dedication to providing quality public library services to all the people of Havre and Hill County, and

WHEREAS, the limitations of 22-1-304 and 15-10-402, MCA, severely restrict the ability to adequately operate the Havre-Hill County Library, and

WHEREAS, current tax revenue and private funding will result in an estimated yearly funding shortfall of approximately \$72,000.00; \$30,000.00 for books, \$10,000.00 for electronic databases, software, videos, audio books, DVDs, and compact disks, \$12,000.00 for library's system maintenance and upgrades, and \$4,000.00 for Internet access and computers, \$4,000.00 for children's programming and \$12,000.00 for maintaining the building, grounds and parking lot, and

WHEREAS, all applicable library fund balances are, or by the end of the fiscal year will be depleted, and

WHEREAS, in the face of reduced state funding, the Havre-Hill County Library Board of Trustees has applied for and already received as much funding as is realistically available from all conceivable state, federal and private funding sources, and

WHEREAS, the Board of Commissioners of Hill County, Montana may provide tax support for the purpose of maintaining and funding a free public library, and

WHEREAS, the Board of Commissioners of Hill County, Montana has determined that expanding the current tax base to include all taxable property of Hill County is a reasonable method of providing additional revenue to fund the Havre-Hill County Library, and

WHEREAS, the voters of Hill County are required by law to approve any increase in their property taxes proposed by the Hill County Board of Commissioners to support the Havre-Hill County Library, and

WHEREAS, said increase would cover the cost of the acquisition of books, other library materials, continue the operation of the library computers, Internet access and provide meaningful and quality children's programs; to maintain the current level of quality service provided to our community by the library;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of Hill County, Montana, that upon approval by a majority of the voters of Hill County voting at the next regular election to be conducted June 8, 2004, the Board of Commissioners for Hill County, Montana, will impose on all Hill County taxable property a tax levy of 3. mills, to continue until removed by a vote of the people.

Statement of Impact:

If approved by the voters, this 3 mill countywide levy will generate a tax of \$7.03 on a home valued at \$100,000; and generate a tax of \$14.07 on a home valued at \$200,000.

A vote FOR the issue will mean the Board of County Commissioners WILL levy 3 mills countywide for the Havre-Hill County Library.

A vote AGAINST the issue will mean the Board of County Commissioners WILL NOT levy 3 mills countywide for the Havre-Hill County Library.

FURTHER, that the ballot shall read as follows:

Shall the county governing body be authorized to levy 3. mills on all the property within the county boundaries, including property within the limits of the City of Havre, to cover the cost of the acquisition of books, other library materials, continue the operation of the library computers, Internet access and provide meaningful and quality children's programs; to maintain the current level of quality at the Havre-Hill County Library.

For a 3. mill countywide levy

Against a 3 mill countywide levy

By order of the Board of Commissioners of Hill County meeting in Regular Session this \_\_\_\_\_ day of \_\_\_\_\_, 2003, at Havre Montana.

BOARD OF HILL COUNTY COMMISSIONERS  
HAVRE, MONTANA

\_\_\_\_\_  
Patrick D. Conway, Chairman

\_\_\_\_\_  
Kathy Bessette, Commissioner

\_\_\_\_\_  
Douglas A. Kaercher, Commissioner

ATTEST:

\_\_\_\_\_  
Diane E. Mellem  
Clerk and Recorder

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 21st day of July, 1983, by and between the CITY OF HAVRE, MONTANA, A Municipal corporation, herein called the "City", and HILL COUNTY, MONTANA, a political subdivision of the State of Montana herein called the "County",

IT IS UNDERSTOOD THAT:

1. For many years, the City and the County have each operated and maintained a public library.
2. It is in the best interest of the parties, residents, and taxpayers thereof, that the parties jointly establish and operate a single library.
3. The City is willing to lease the land and buildings thereon which house the Old Havre Clinic for library purposes to the joint library hereinafter designated and as hereinafter set forth, and to provide the proceeds from the sale of the present city library property as well as the books, contents, and fixtures from the present city library, as well as all funds presently held in the Havre Public library account for joint library purposes.
4. The County is willing to furnish the books, inventory and fixtures of the present County Library to the joint library board for library purposes.
5. The City and County have authority under Section 22-1-316, MCA, to establish a joint city-county library and enter into an inter-local agreement as authorized by Section 7-11-101; et seq MCA.

NOW, THEREFORE, the City of Havre and Hill County hereby agree to operate and maintain a combined city-county library herein called "Library" in accordance with the following:

SECTION 1

PURPOSE:

The purpose of this Agreement is to provide for a combined City-County Library. The name of this library will be Havre-Hill County Library.

SECTION 2

ADMINISTRATION:

The library shall be governed by a five member board of trustees. The City and County shall each appoint two of such trustees and those four trustees shall appoint or select the fifth trustee. The initial board of trustees shall determine the term of their respective appointments by drawing lots with:

- a) One of such trustees serving five years - fifth member
- b) Two of such trustees serving four years - one city and one county
- c) Two of such trustees serving three years - one city and one county

Thereafter, all trustee appointments shall be for a term of five years. No trustee shall serve more than two full terms in succession. The trustees shall select a chairman and such other officers as they consider necessary. The term of each officer shall be one year.

The Board of Trustees shall have the powers and duties provided by 22-1-309 and 22-1-317, MCA, 1981, as from time to time amended, the provisions of which by this reference are included herein.

SECTION 3

DURATION:

The duration of this Agreement shall be perpetual. Either party may terminate this agreement by giving notice in writing of its intention to do so at least six months prior to the beginning of the next fiscal year. Termination shall be effective the last day of the fiscal year in which notice was properly given.

SECTION 4

AMENDMENT:

This Agreement may be amended by mutual consent of the governing bodies of the two local governments. Notice of a request for amendment can be made by the two local governments and by the board of trustees at least six months prior to the end of the fiscal year in order to be effective in the subsequent fiscal year, otherwise such amendment shall not be effective until the fiscal year next following.

SECTION 5

FINANCIAL ADMINISTRATION AND BUDGET:

The City Clerk-Treasurer shall receive, have custody of, disburse and account for all monies received pursuant to the said agreement. The funds from the County levy and the funds from the City shall be disbursed to the City Clerk-Treasurer quarterly for placement in the Havre Hill County Library fund, and shall not be used for any purpose except those of the public library as authorized by the board of trustees with the provisions of state law.

The Board of Trustees shall prepare a proposed budget on an annual basis and submit it to the Havre City Council and the Hill County Board of Commissioners. The proposed budget shall be submitted prior to the start of each fiscal year and in sufficient time for such governing bodies to include the recommended budget in their respective annual budget considerations. The library will budget a reserve fund for repairs. The library budget shall be subject to the approval of Hill County and Havre.

This budget shall be funded fifty-five percent (55%) by the City and forty-five percent (45%) by the County in whatever manner those governments see fit. The Board shall not contract for any expenses or indebtedness over \$10,000.00, which does not include ordinary budget items, without the approval of the City and the County.

#### SECTION 6

##### PROPERTY:

For the purposes of this agreement and the duration thereof, the City shall lease to the Library Board the real property and improvements thereon located at 301 4th Avenue in Havre, Montana, and more particularly described as set forth in the document attached hereto as Exhibit "A". Ownership of said property and improvements shall remain with the City subject to the terms and conditions of this agreement and until this agreement is terminated as provided herein. The parties agree to contribute their budgeted library funds and the original inventory of their respective libraries to the board of trustees and the board shall have the power to hold, sell, exchange, or otherwise dispose of this property in accordance with their powers and duties provided herein during the period of this Agreement. In addition the City shall contribute all monies and revenues received from the sale and disposal of the old City library property.

#### SECTION 7

##### INSURANCE:

The City shall be responsible for that portion of the insurance cost which relates to the structure, exclusive of fixtures and content. The Library shall be responsible for insuring the contents, including books, fixtures and furnishings as well as general liability coverage.

#### SECTION 8

##### MAINTENANCE:

The Library shall be responsible for and provide in its budget for maintenance, upkeep and ordinary repairs of the building. The lease to be entered into will provide for maintenance and other matters.

#### SECTION 9

##### TRANSITION:

Thirty days after adoption of this Agreement the new Library Board shall commence to function as the City-County Library Board

under the powers listed in Section 2. During said transition period the new Board shall be appointed. All City and County Library funds shall be transferred to the City Clerk-Treasurer for deposit in the Havre Hill County Library Fund. All clerical and financial preparations shall be completed as soon as legally possible.

The new Library Board shall have the power to hire architects and other specialists, and to do all things necessary and proper to undertake the reconstruction of the building at 301 4th Avenue, to spend funds acquired for that purpose from any source, to determine and direct the construction, provided that the ultimate rebuilding plan and any expenses or indebtedness over \$10,000.00 shall be approved in advance by the City and the County.

#### SECTION 10

##### TERMINATION:

In the event of the termination of this Agreement and the dissolution of such library operation, the land and building and improvements thereon shall be deemed to be the property of the City, subject to the provisions of the Lease, and all other property shall be divided by the Board between the City and the County subject to the approval of the parties. Either Party may terminate this Agreement by giving the other party written notice thereof at least six months prior to the intended termination date thereof, and at least six months prior to the beginning of the next fiscal year.

#### SECTION 11

##### PARAGRAPH HEADINGS:

The paragraph headings herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

#### SECTION 12

##### APPROVAL:

This Agreement is contingent on approval by the Attorney



General of the State of Montana and effective upon filing with the Secretary of State and the Hill County Clerk and Recorder in accordance with the terms of the Montana Interlocal Co-operation Act, 7-11-101, et seq MCA, 1981.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF HAVRE, MONTANA

By Raymond S. Watson

Its Mayor

HILL COUNTY, MONTANA

By Arthur Rambo  
Chairman-County Commissioners

By A. B. Hogner  
County Commissioner

By Le Roy E. Keller  
County Commissioner

ATTEST:

M. J. Mariani  
City Clerk-Treasurer

ATTEST:

Deane S. Dielern  
County Clerk

ATTORNEY GENERAL OF THE STATE OF MONTANA

By \_\_\_\_\_  
Attorney General

EXHIBIT "A"

All of the following described real property situated in  
Havre, Hill County, Montana:

The W $\frac{1}{2}$  of Lot 5 and all of Lots 6, 7, 8  
9 and 10, Block 22, Original Townsite of  
Havre, according to the official plat  
thereof, now on file and of record in the  
office of the Clerk and Recorder of Hill  
County, Montana.

LEASE AND AGREEMENT

THIS AGREEMENT is made this 21st day of July, 1983, by and between the CITY OF HAVRE, MONTANA, A Municipal Corporation herein called the "City" and THE HAVRE-HILL COUNTY LIBRARY, herein called the "Library".

IT IS AGREED THAT:

1. For and in consideration of the mutual promises and considerations for the providing of library services to the residents of the City of Havre, and County of Hill, the City hereby leases to the Library that certain building and the accompanying real estate known as the "Old Havre Clinic Building", herein known as the "Clinic Building", as set forth in Exhibit "A" which is incorporated herein by reference, subject to the remaining terms of this Agreement.

2. The Library shall have full power, custody and control of the Clinic building, and shall have the power to contract with architects, engineers, contractors and anyone else necessary to complete any remodeling of the building for use as a library, subject to the terms of the Interlocal Agreement, and shall have full power and authority to undertake and complete the said remodeling. Any substantial future remodeling shall have the prior consent of the City, provided that such consent shall not be unreasonably withheld if said remodeling is to be taken in a fiscally sound manner, and if it will not endanger the structural integrity of the building.

3. Other than major remodeling and initial construction which will be the sole responsibility of the Library, the Library shall be responsible for maintenance, upkeep and ordinary repairs of the structure, and may employ such person or persons as are necessary to undertake such duties. It is understood that the Library, as required by the Interlocal Agreement, will budget annually, a reserve fund for repairs in its budget.

4. The Library may call upon the City for aid and assistance at any time and City workers will be available to aid the Library as necessary. However, substantial expenditures of time or money by the City or by its employees shall result in the Library being charged for the time and expenditures as any other City Department.

5. The Library shall keep the grounds and buildings in as good a condition during the term of this lease as when the lease becomes effective. Reasonable wear and tear excepted. They shall hire such person or persons as are necessary to maintain the same.

6. The term of this Lease is for fifty (50) years but it may be terminated only as provided for the termination of the Interlocal Agreement, except that the library may turn the building over to the City if it is no longer useful or to be used for library purposes, upon six (6) month's notice, thus terminating this Lease.

In the event of the termination of this lease, the land, building and improvements shall revert to the City. The Library will peacefully yield up to the City the premises in as good a condition in all respects, reasonable wear and tear and damages by fire or other unavoidable casualties excepted.

7. The building will be used primarily for library purposes and will not be sub-let, nor any part thereof without the prior written consent of the City.

8. This Agreement and Lease may be amended by mutual consent between the parties. Notice of such desire must be made at least six (6) months before the end of any fiscal year to be effective for the next following year.

9. The City shall be responsible for that portion of the insurance cost which relates to the structure, exclusive of fixtures and content. The Library shall be responsible for insuring the contents, including books, fixtures and furnishings as well as general liability coverage.

10. Should any default occur on the part of either party to this agreement during its term, the non-defaulting party shall cause notice to be given to the other party to this agreement. Said notice shall set forth and specify the nature of the default, and shall provide that the default or deficiency shall be corrected within \_\_\_\_\_ days thereafter. Failure on the part of the defaulting party to correct the default within said period, shall cause the lease to terminate. In that event, the property subject to this lease shall be divided and separated based upon the terms of the Interlocal Agreement, or the non-defaulting party may cause the defect or default to be corrected at the expense of the other party.

11. Time is of the essence of this Agreement. All of the terms and provisions of this Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease and Agreement on the date first written above.

CITY OF HAVRE, MONTANA

City Library Board

BY *[Signature]*  
Chairman

Interim Combined City County Library Board

BY *Betty Vickrey, Chairman*

CITY OF HAVRE, MONTANA

BY *Raymond G. Watson*

Its *Mayor*

ATTEST:

*[Signature]*  
City Clerk-Treasurer

HILL COUNTY, MONTANA

County Library Board

BY *[Signature]*  
Chairman

HILL COUNTY, MONTANA

BY *Arthur Rambo*  
Chairman-County Commissioner

BY *A. R. Hagans*  
County Commissioner

BY *Leroy E. Keller*  
County Commissioner

ATTEST:

*[Signature]*  
County Clerk

EXHIBIT "A"

All of the following described real property situated in Havre, Hill County, Montana:

The W $\frac{1}{4}$  of Lot 5 and all of Lots 6, 7, 8 9 and 10, Block 22, Original Townsite of Havre, according to the official plat thereof, now on file and of record in the office of the Clerk and Recorder of Hill County, Montana.