

**Public Notice of Regular Meeting of the
Pewaukee Public Library Board of Trustees**

Pursuant to section 19.84 (2) and (3) of the Wisconsin Statutes, notice is hereby given to the public and to those news media who have filed a written or electronic request for this notice, that a meeting of the Pewaukee Public Library Board of Trustees will be held on Friday, November 12th, 2021 at 5:00 p.m. The meeting will be held in the Visaya Room at the Pewaukee Public Library, 210 Main Street, Pewaukee, WI 53072.

As of the date of this notice, the subject matter known to be intended for consideration is as follows:

**PEWAUKEE PUBLIC LIBRARY BOARD
SPECIAL BOARD MEETING - AGENDA
Friday, November 12th, 2021 at 5:00 p.m.**

1. Call Meeting to Order and Roll Call
2. Citizen Comments/Correspondence

OLD BUSINESS:

3. Discussion and possible action on the 2022 Joint Library Budget
4. ADJOURNMENT

NEXT MEETING SCHEDULED: Wednesday, November 17th, 2021

LOCATION: Visaya Room, Pewaukee Public Library, 210 Main Street, Pewaukee, WI 53072

The Pewaukee Public Library is committed to providing the highest degree of accessibility within its means when conducting library-sponsored events. Please notify us of your disability-related accommodation requests two weeks prior to a Library Board meeting by calling (262) 691-5670, extension 920. We will attempt to honor all requests but cannot assure that requests made too close to the date will be able to be accommodated.

Posted: Monday, November 8th, 2021

2022 Pewaukee Public Library Budget FINAL approved 10.20.2021

EXPENDITURES	Budget 2020	Actual 2020	Actual +/- 2020	Estimated 2021	Budget 2021	Budget 2022	Actual +/-	% Change
110 Library Salaries	607,708	577,098	-30,610	615,488	615,488	616,882	1,394	0.23%
130 Benefits	215,787	210,608	-5,179	210,373	210,373	200,228	-10,145	-4.82%
Social Security (6.2%)	37,678	32,593	-5,085	38,160	38,160	38,247	87	0.23%
Medicare (1.45%)	8,812	7,623	-1,189	8,925	8,925	8,945	20	0.22%
Retirement (WRS 6.25%)	33,875	32,666	-1,209	32,980	32,980	32,837	-143	-0.43%
Dental	4,290	3,815	-475	3,086	3,086	3,148	62	2.01%
Disability	3,494	3,008	-486	3,564	3,564	3,635	71	1.99%
Health	126,393	129,830	3,437	122,388	122,388	112,121	-10,267	-8.39%
Life Insurance	1,245	1,073	-172	1,270	1,270	1,295	25	1.98%
140 Subscriptions	8,900	8,051	-849	8,900	8,900	8,000	-900	-10.11%
141 Print Materials	78,000	74,869	-3,131	78,000	78,000	73,000	-5,000	-6.41%
142 Non-Print Materials	31,000	24,552	-6,448	31,000	31,000	24,000	-7,000	-22.58%
143 Technology	49,752	49,441	-311	51,322	51,322	51,933	611	1.19%
CAFÉ - ILS System	19,857	19,857	0	21,260	21,260	22,318	1,058	4.98%
Computer Equipment	9,000	6,346	-2,654	9,000	9,000	9,000	0	0.00%
Databases	1,264	1,264	0	1,310	1,310	0	-1,310	-100.00%
Gale Courses	2,821	2,821	0	2,892	2,892	0	-2,892	-100.00%
IT Services - Taylor Computing	1,750	5,711	3,961	1,750	1,750	5,800	4,050	231.43%
Security Gates and Self- Checks Maintenance								
Contracts - Biblioteca	9,500	9,546	46	7,550	7,550	7,255	-295	-3.91%
Software Licenses	4,000	2,336	-1,664	6,000	6,000	6,000	0	0.00%
T-1 Line : Wisnet	1,200	1,200	0	1,200	1,200	1,200	0	0.00%
WIFI - Ethostream	360	360	0	360	360	360	0	0.00%
144 Mileage, Supplies, Other Expenditures	26,783	31,059	4,276	25,600	25,300	23,800	-1,500	-5.93%
Copier Services : James								
Imaging Contract	7,883	8,595	712	8,900	8,900	9,400	500	5.62%
Marketing	2,000	1,456	-544	1,500	1,000	1,000	0	0.00%
Mileage	500	71	-429	300	500	500	0	0.00%
Postage	900	479	-421	900	900	900	0	0.00%
Office Supplies	15,500	20,458	4,958	14,000	14,000	5,000	-9,000	-64.29%
RFID Tags	0	0	0	0	0	2,000	2,000	#DIV/0!
Processing Supplies	0	0	0	0	0	5,000	5,000	#DIV/0!
146 Staff Development	3,000	1,163	-1,837	1,000	3,000	3,000	0	0.00%
Continuing Education	2,000	279	-1,721	500	2,000	2,000	0	0.00%
WI Library Association Me	1,000	884	-116	500	1,000	1,000	0	0.00%
150 Professional Service	47,690	47,443	-247	48,427	47,240	48,231	991	2.10%
Auditing Services	5,300	5,500	200	5,850	5,800	6,000	200	3.45%
Fiscal Agent Services	22,120	22,188	68	21,440	21,440	21,094	-346	-1.62%
Insurance: Liability	0	0	0	7,382	0	7,382	7,382	#DIV/0!
Insurance: Property	0	0	0	12,525	0	12,525	12,525	#DIV/0!
Insurance: Worker's Comp	0	0	0	1,230	0	1,230	1,230	#DIV/0!
Insurance (workers comp, liability and property)	20,270	19,755	-515	0	20,000	0	-20,000	-100.00%
310 Building Maintenan	93,900	89,858	-4,042	90,495	93,452	91,000	-2,452	-2.62%
Carpet/Window Cleaning	3,200	3,456	256	3,400	3,400	3,400	0	0.00%
Cleaning Services	26,400	27,505	1,105	30,864	30,864	31,480	616	2.00%
Cleaning/Building Supplies	4,000	3,026	-974	4,000	4,000	4,000	0	0.00%
Elevator Inspections/Perm	1,000	1,075	75	1,350	1,350	1,350	0	0.00%

2022 Pewaukee Public Library Budget FINAL approved 10.20.2021

EXPENDITURES	Budget 2020	Actual 2020	Actual +/- 2020	Estimated 2021	Budget 2021	Budget 2022	Actual +/-	% Change
Fire: Inspections & Permits & Maintenance	1500	2019	519	1500	1500	1500	0	0.00%
Fire Monitoring	1100	1073	-27	1100	1100	1100	0	0.00%
General: Maintenance & Repair	14,000	19,571	5,571	14,000	14,000	12,000	-2,000	-14.29%
HVAC Maintenance	8,000	10,114	2,114	8,000	8,000	8,000	0	0.00%
Lawn Care				14,871		15,170	15,170	#DIV/0!
Snow Plowing				11,410		13,000	13,000	#DIV/0!
Lawn Care & Snow Plowir	34,700	22,019	-12,681	0	29,238	0	-29,238	-100.00%
311 Utilities	57,000	47,487	-9,513	52,557	53,500	54,613	1,113	2.08%
Gas & Electric	50,000	40,644	-9356	44,000	46,000	45,000	-1,000	-2.17%
Telephone	5,000	5,138	138	5,500	5,500	5,500	0	0.00%
Water	2,000	1,705	-295	2,000	2,000	2,000	0	0.00%
Transportation				1,057		2,113	2,113	#DIV/0!
312 Digital Materials	12,544	8,546	-3,998	10,100	13,925	21,815	7,890	56.66%
Advantage (E-Materials)	3,460	3,460	0	3,675	3,675	7,000	3,325	90.48%
Flipster (E-Magazines)	1,930	1,932	2	1,886	1,886	1,194	-692	-36.69%
Overdrive(E-Materials)	3,154	3,154	0	3,539	3,539	4,283	744	21.02%
Hoopla (E-Materials)	4,000		-4000	1,000	4,825	5,000	175	3.63%
Databases						1,345	1,345	#DIV/0!
Gale Courses						2,993	2,993	#DIV/0!
313 Programs	6,000	4,925	-1,075	6,000	6,000	5,250	-750	-12.50%
Programming - Adult	2,000	1,572	-428	2,000	2,000	2,000	0	0.00%
Programming - Children's & Young Adult	3,000	3,315	315	3,000	3,000	3,000	0	0.00%
Programming - General								
Supplies	1,000	38	-962	1,000	1,000	250	-750	-75.00%
400 Legal	1,000	2,315	1,315	2,000	2,000	2,000	0	0.00%
							0	
500 Grants/Donations	10,000	10,118	118	5,000	5,000	0	-5,000	-100.00%
							0	
TOTAL EXPENDITURES	1,249,064	1,187,533	-61,531	1,236,262	1,244,500	1,223,752	-20,748	-1.67%

2022 Pewaukee Public Library Budget FINAL approved 10.20.2021

REVENUES	Budget 2020	Actual 2020	Actual +/- 2020	Estimated 2021	Budget 2021	Budget 2022	Actual +/-	% Change
43790 County Lib Aids	111,680	111,680	0	107,012	107,012	105,012	-2,000	-1.87%
Waukesha County	108,895	108,895	0	104,557	104,557	102,070	-2,487	-2.38%
Lakeshores Library Syst	23	23	0	49	49	695	646	1318.37%
Jefferson Co.	1,304	1,304	0	1,284	1,284	1,375	91	7.09%
Dodge Co.	585	585	0	731	731	317	-414	-56.64%
Washington Co.	755	755	0	391	391	555	164	41.93%
Ozaukee Co.	118	118	0	0	0	0	0	#DIV/0!
46710 Library Fines	20,000	10,821	-9,179	12,000	20,000	16,000	-4,000	-20.00%
48110 Interest Income	2,500	1,245	-1,255	2,500	2,500	2,500	2,500	0.00%
48500-000 Donations	10,000	14,289	4,289	11,658	5,000	0	-5,000	-100.00%
48500-100 Misc Revenue	7,500	5,145	-2,355	6,000	7,500	6,000	-1,500	-20.00%
48500-200 Grants	0	0	0	2,000	3,825	2,563	-1,262	-32.99%
SUB TOTAL	151,680	143,180	-8,500	141,170	145,837	132,075	-13,762	-9.44%
49000 City Contribution	834,012	834,012	0	834,984	834,984	840,591	5,607	0.67%
49001 Village Contributic	263,372	263,372	0	263,679	263,679	251,086	-12,593	-4.78%
Total Municipal Contribu	1,097,384	1,097,384	0	1,098,663	1,098,663	1,091,677	-6,986	-0.64%
TOTAL REVENUES	1,249,064	1,240,564	-8,500	1,239,833	1,244,500	1,223,752	-20,748	-1.67%

Fund Balance as of 12/31/2020: \$237,206

2021 Equalized Value

Village:

1,128,782,800 (with TIF)
(without

1,119,300,100 TIF)

2021 Equalized Value

City:

3,741,123,300 (with/witho
ut TIF)
\$0.238931
per \$1,000

2021 Tax for 2022
Purposes

equalized
value

Mill-min MOE-min

City	893,870	827,070
Village	269,701	261,180
Total	1,163,571	1,088,250

* Village Contribution will be \$261,180 in order to exempt from Waukesha County Library Tax (+\$10,094)

Intergovernmental Cooperation Agreement Between the Village of Pewaukee and the City of Pewaukee Regarding a Joint Library Agreement

WHEREAS, the Village of Pewaukee and the City of Pewaukee believe it beneficial and cost effective to construct and operate a Joint Library; and

WHEREAS, the Village Board of Trustees has authorized the Village President to enter into this agreement pursuant to a vote of the Village Board; and

WHEREAS, the City Common Council has authorized the City Mayor to enter into this agreement pursuant to a vote of the City Common Council; and

WHEREAS, Sections 43.53 and 66.0301, Wis. Stats. authorize municipalities to enter into a Joint Library agreement.

NOW, THEREFORE, BE IT RESOLVED that the Village of Pewaukee and City of Pewaukee hereby agree to operate a Joint Library under the terms and conditions outline below.

1. Governance
2. Staffing
3. Funding and Budget setting
4. Ownership of Assets
5. Physical Plant
6. Effective Date of Joint Library
7. Terms of the agreement

1. Governance

The City of Pewaukee and the Village of Pewaukee have adopted ordinances creating a Joint Library Board, pursuant to Chapter 43.53 and Sec. 66.0301 of the Wisconsin Statutes. The Joint Library Board shall operate under the authority of Chapter 43.58, Wis. Stats. And shall, within ninety (90) days of its organization, prepare and adopt, with the approval of the two municipal boards, a set of initial by-laws governing the operation and procedure of its body.

The Joint Library board shall consist of seven members as required under Wisconsin Statutes. Three members shall be appointed by the Pewaukee Village President, subject to confirmation by the Village Board and three members shall be appointed by the City of Pewaukee Mayor, subject to confirmation by the City Council. No more than one member from each municipality shall be an elected official. One additional member shall be a City of Pewaukee resident and shall be nominated by the Superintendent of the Pewaukee School District and appointed by the Mayor subject to confirmation of the City Council.

The terms of office for the citizen appointees shall be three years from May 1 of the year of appointment. Appointments shall be for staggered terms to provide for continuity of the board in accordance with Section 43.54(1)(b), Wis. Stats.

The Joint Library board members shall elect a President, Treasurer, and Secretary for a one-year term annually in the month of May. Officers will serve for one year, but may be re-nominated and reelected each year and may serve not more than two consecutive 1-year terms. Vacancies in office shall be filled by election at the next regular meeting of the Board after the vacancy occurs. The President shall preside at all meetings, appoint all committees, sign documents, call special meetings, decide all points of order and generally perform the duties of the presiding officer. The Treasurer shall have maintenance of the special library funds and income outside the appropriations in charge of the Village Treasurer, and shall sign checks on the account on the authorization of the Board. The Secretary shall keep a true and accurate account of all proceedings of the Board meetings; shall have the custody of the minutes and other records of the Board; and shall notify the appointing body of vacancies on the Board.

2. Staffing

The Joint Library board shall select and hire a librarian who is eligible for certification by the Division of Library Services to serve as Library Director. Said person shall be responsible for the day-to-day administration of the library, under direction of the Joint Library Board, in accordance with the Joint Library plan and federal and state law.

The employees of the Joint Library shall be considered employees of the Village of Pewaukee for payroll and benefit purposes.

3. Funding and Budget setting

Each year the Joint Library shall prepare a budget and appropriation request for the operation and maintenance of the Joint Library, inclusive of buildings and grounds, consistent with this Joint Library agreement. Maintenance of buildings and grounds shall be defined to include maintenance and preventive maintenance of HVAC equipment, structural maintenance of the building, including roof repairs, flooring, other related mechanical items, turf maintenance, and parking lot maintenance, snow plowing, insurance, consultant fees, attorney fees, and any and all other costs in any way related to the affairs of the library and the real estate upon which it is located. Such budget shall be in the form prescribed in Section 65.90 with respect to municipal budgets.

The annual budget shall be presented to the Village of Pewaukee and the City of Pewaukee on or before August 1 of each year.

The funding of the budget and the payment of all costs of the Joint Library shall be shared by each municipality based upon the percentage of each municipality's equalized value as determined annually by Wisconsin Department of Revenue for the following year's operating budget. The budget shall increase no more than the minimum required to maintain exemption from the County Library Tax. The Joint Library's annual budget request is subject to individual approval by a simple majority of both the Village Board and City Common Council. If the Village Board and City Common Council do not approve the amount requested above the minimum county requirements, the Joint Library budget shall then be approved at the minimum increase required to maintain exemption from the County Library Tax. In the event the County abolishes

the public library system, or upon repeal of minimum budgetary requirements by state statute, the budget shall not decrease below the previous year's operating budget.

The Village of Pewaukee shall act as the fiscal agent for the Joint Library, unless another entity mutually agreeable to the Village Board and City Common Council is approved to act as fiscal agent. The City of Pewaukee shall pay to the fiscal agent one-twelfth of its annual library appropriation by the fifth day each month during the calendar year for which the appropriations are budgeted. In the event payment is not received by the end of each calendar month, the City of Pewaukee shall pay interest on the balance due at the rate of 12% per annum. Interest on the fund balance shall accrue to the library and be held in a non-lapsing fund. The Library Board shall annually provide the City of Pewaukee and the Village of Pewaukee with an audited financial statement for the prior year's budget. This audit shall be completed concurrently with the Village's annual audit with the cost to be borne by the Joint Library as part of its annual budget. Fiscal agent responsibilities include, but may not be limited to, payroll and bill processing, benefit and financial administration, and insurance matters. The Village shall annually submit a budgeted amount to be included in the Joint Library's budget equal to the estimated actual cost of performing these duties. This amount shall be included in the Joint Library budget to be paid to the Village as reimbursement for performing the fiscal agent responsibilities.

The Joint Library board shall have the power to enter into contractual agreements for services within the budget authorized by both municipalities. All liability claims not paid by the insurance carrier shall be paid if approved by both municipalities in consultation with the Joint Library Board and shall be proportionately paid by the municipalities in accordance with their share in the year in which the incident occurred to the extent that monies are unavailable from the Joint Library budget.

Any funds donated to the Joint Library by the Library Foundation or private donations related to the construction of the new library shall be turned over to the Village to be used for purposes of debt service retirement until such time that the initial debt has been retired.

4. Ownership of Assets

The Village of Pewaukee has library assets in the agreed value of \$525,000 as of the date of this agreement. These assets include books, shelving, furniture and all items owned by the Village of Pewaukee in its present library. Said assets shall be transferred to the Joint Library Board not later than September 1, 2005.

The City of Pewaukee shall provide \$500,000 as part of the City's 2005 budget for the purpose of purchasing books and materials to bring the Joint Library up to required County standards upon County Board resolution exempting the City of Pewaukee from the County tax for the ensuing tax year. These funds shall be used by the Joint Library Board exclusively for the purchase of books and materials. These assets will be under the control of the Joint Library Board.

The Village of Pewaukee shall retain 100 percent ownership of the land upon which the Joint Library shall be located. The Village and City shall jointly own the building. The percentage of ownership interest shall be determined by the respective contributions toward the initial construction of the building.

5. Physical Plant

The Joint Library Board shall assume responsibility for the maintenance of the library building and grounds. The City of Pewaukee shall pay \$1 million to the Village upon adoption of the County Board resolution (Comfort Resolution of July 27, 2004) exempting the City of Pewaukee from all the County tax for the ensuing tax year to be used toward the cost of the building, including all architectural and engineering costs, with the Village funding the balance of the cost of the building.

The cost of the building does not include any cost associated with the proposed observatory nor shall the Joint Library pay any operation or maintenance expenses relating to the same.

6. Name

The name of the Joint Library shall be the "Pewaukee Public Library".

7. Effective Date of Joint Library

The Joint Library between the Village and City shall become effective no later than January 1, 2005.

8. Term of agreement

This agreement shall not become effective, nor shall the City be obligated to make any payments hereunder pending adoption of the County Board resolution exempting the City of Pewaukee from the County tax for the ensuing tax year.

Thereafter, this agreement shall commence effective the date of execution as indicated below and continue for a term of twenty years (term of debt for buildings) and then be automatically renewed for 5-year terms unless notice of intent to terminate the agreement is provided as outlined below.

After the initial contract term, this agreement may be terminated by either party upon one year written notice to the other party of intent to terminate. Termination shall become effective on January 1 at least 12 months from the date of notification.

If the remaining municipality is willing to fund the library on its own, the assets of the library will remain intact and become the property of the operating partner. Should the termination of this agreement result in the closing of the library, the assets thereof excluding the lands and building would be sold and the proceeds divided equally between the Village and the City. The building would be sold and the proceeds divided between the Village and the City in proportion to the equity interest maintained by each based upon the relative contribution of funds paid by the City toward the total cost of initial construction compared to the total contribution of funds used for initial construction and the cost of the land contributed by the Village. During the term of this agreement the City and/or the Village shall not construct and/or operate its own library or enter into an agreement with another municipality to do so.

By way of an example to illustrate the application of the preceding paragraph, assume that the initial construction and cost of the library is \$5,000,000 and that the Village contributes \$4,000,000 of that construction and the City contributes \$1,000,000 of that initial construction. Under that scenario, the Village's share of the remaining value of the assets would be represented by the fraction whose numerator is \$4,000,000 and whose denominator is \$5,000,000 while the City's share would be represented by the fraction whose numerator is \$1,000,000 and whose denominator would be \$5,000,000. Therefore, assuming that the value

of the property upon dissolution and distribution would be \$6,000,000, the City's share would be \$1,200,000 and the Village's share would be \$4,800,000.

9. This agreement is a product of a unique set of circumstances and shall not be considered as a precedent for any future costs sharing with respect to the construction and/or expansion of Joint Library facilities or their operation.

10. The parties acknowledge that there will be a lease agreement between the Village, the City and the Joint Library Board dealing with the relative rights and the responsibilities of the parties relative to the land and building and which shall provide that the cost of maintenance of the grounds, parking, pavement, landscaping and maintenance of the library facility shall be considered expenses of the Joint Library Board – not of the Village or the City. The lease agreement shall further provide that the Joint Library Board shall provide insurance coverage naming the City and Village as additional insureds with limits acceptable to both municipalities and further indemnifying and holding harmless the Village and City as against any liability which may arise as a result of the operation and maintenance of the Joint Library and the duties of the Village as fiscal agent and as employer of Joint Library for payroll and benefit purposes.

11. The parties mutually agree that they will indemnify and hold harmless each other with respect to any claims, demands, causes of action, including actual attorney fees incurred in the defense of such an action resulting from claims made against either party by parties other than those being indemnified hereunder which claims arise from the performance of the terms and conditions of this agreement. Neither party shall be expected to indemnify the other as against the indemnified party's own negligence.

12. This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

13. This agreement represents the complete understanding of the parties with respect to the subject matter set forth herein with the exception of the terms of the lease agreement referred to in the agreement and therefore this agreement may not be modified except by written agreement signed and approved by both parties.

Approved by the Village Board of the Village of Pewaukee this 1st day of September, 2004.

Approved by the City Council of the City of Pewaukee this 1st day of September, 2004.

Approved and executed this 30th day of December, 2004.

VILLAGE OF PEWAUKEE

CITY OF Pewaukee Public Library

Thomas Calder, President

Jeffrey G. Nowak, Mayor

Susan Atherton, CMC, Clerk

Kelly DeMotto, Clerk

ORDINANCE NO. 2021-01**ORDINANCE TO CREATE CHAPTER 92 OF THE VILLAGE CODE REGARDING
CREATION OF A TRANSPORTATION UTILITY**

WHEREAS, the Village of Pewaukee reviewed funding options for transportation system funding, including a Transportation Utility, during 2020 and determined that establishment of a Transportation Utility with fees based on trips generated by property uses is the most appropriate method to provide the necessary funds; and

WHEREAS, the Village Board concluded that a Transportation Utility is the most equitable means to apportion the cost of transportation system improvements as it requires those who make the greatest use of the Village transportation system the most responsible for the cost of said system; and

WHEREAS, the Village Board held a public hearing on the draft ordinance at its meeting on February 2, 2021.

NOW, THEREFORE, the Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follows:

SECTION ONE:

Chapter 92 - TRANSPORTATION UTILITY

Section 92.100 – Purpose and Intent.

- (a) Timely maintenance, construction and reconstruction of the Village's transportation system ensures safe and efficient travel throughout the Village. A sound transportation system enhances livability, property values and economic vitality. A transportation utility provides a sustainable source of funds for the maintenance, construction and reconstruction of transportation infrastructure under the jurisdiction of the Village of Pewaukee.
- (b) The Village Board reviewed funding options for transportation system funding, including a Transportation Utility, during 2020 and determined that establishment of a Transportation Utility with fees based on trips generated by property uses is the most appropriate method to provide the necessary funds. The Village Board further concluded that a Transportation Utility is the most equitable means to apportion the cost of transportation system improvements as it requires those who make the greatest use of the Village transportation system the most responsible for the cost of said system.

- (c) In creating this Chapter, the Village is acting pursuant to authority granted by Chapters 61 and 66 of the Wisconsin Statutes, including but not limited to Sections 61.34 and 66.0621.
- (d) The Village Board shall review the Transportation Utility at least every five years to evaluate the success of the activities funded and the appropriateness of the rate structure. The first review shall occur by or before June 30, 2022.

Section 92.101 - Definitions.

As used in this chapter, the following terms, phrases, words and their derivatives shall have the meaning given herein:

- (1) *Director of Public Works/Village Engineer.* The person appointed by the Village Board to oversee the various Public Works operations, or his or her designee.
- (2) *Developed parcel.* A parcel or legal portion of real property, on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to buildings, parking lots, outside storage, and other uses that impact the transportation system.
- (3) *Developed use.* The use of a parcel based on how the owner or occupant(s) uses the improvements on the parcel.
- (4) *Gross square footage.* The area of all structures located on a site, measured along the exterior walls of such structures, and including but not limited to enclosed courtyards and stairwells, but not including fences and parking areas which are not enclosed within a building.
- (5) *ITE Manual.* International Traffic Engineer's Manual, 10th Edition September 2017, published by the Institute of Transportation Engineers as may be amended from time to time.
- (6) *Trip.* A single one direction person or vehicle movement with either the origin or destination inside a study area. A trip has an origin and a destination at its respective ends.
- (7) *Trip generation rate.* The number of vehicle trips on an average weekday, as determined by reference to the ITE Manual
- (8) *Utility account customer.* The entity in whose name a water, sanitary sewer and/or stormwater account exists and who is responsible for payment of charges for said account.
- (9) *Utility Account* – the entity to which the Transportation User Fee will be charged.
- (10) *Vacant.* A residential building that is not occupied by any inhabitants, or a commercial building that is completely empty, unoccupied and/or unused continuously for at least 3 months.

- (11) *Undeveloped property*– An unimproved property, having no assessed improvements or built infrastructure

Section 92.102 – Transportation Utility Fund.

- (a) Revenue generated by the Transportation Utility shall be used only for the following: 1) related administration costs; 2) pavement preservation activities (grind/inlay, slurry seal, crack seal, chip seal, or other generally accepted means of maintenance); 3) street construction and/or reconstruction activities on Village streets; 4) sidewalk maintenance, construction or reconstruction; 5) street lighting and appurtenances; 6) traffic control and signalization maintenance, construction or reconstruction; 7) pedestrian facilities; and/or 8) structures used for the storage, maintenance and repair of operational equipment.
- (b) All fees collected pursuant to this chapter shall be deposited in the Village’s Transportation Utility Fund.

Section 92.103- Transportation User Fee.

- (a) Every developed property shall pay a Transportation User Fee.
- (b) The fee shall be based on the developed property's direct and indirect uses of, or benefits derived from the use of the transportation system.
- (c) The fee imposed under this chapter shall become due and payable from and after the effective date of this chapter, and for property developed after the effective date of this chapter, from and after the date the property becomes developed.
- (d) The Transportation User Fee imposed under subsection (a) of this section may be paid by the owner, occupant, business or anyone designated by the owner; however, if the Transportation User Fee is not paid promptly, when due, the Village shall proceed to collect such charges from the utility account customer in any manner provided by law, or seek imposition of the charges on the property tax bill for the benefitted property through Waukesha County.
- (e) The fee imposed under this chapter shall begin with utility bills issued on or after the effective date of the adoption of this ordinance.

Section 92.104 - Exceptions to Transportation User Fee.

The following shall not be subject to the Transportation User Fee:

- (1) Parking lots, which are not associated with any services or uses other than parking.
- (2) Undeveloped publicly owned parkland, open spaces, and greenways, unless public off-street parking designed to accommodate the use of such areas is provided.

- (3) Undeveloped properties.

Section - 92.105 - Determination of Transportation User Fee.

- (a) The Transportation User Fee shall be comprised of a Base Fee and a Usage Fee:
 - (1) Base Fee – a fee that is equal for all utility accounts that recognizes that each utility account is receiving a uniform benefit of access to the transportation system and includes administrative costs and those fixed capital, operating and maintenance costs of the transportation system that are not recoverable by the usage fee or other confirmed revenue source. The base fee is determined by dividing the total amount of fixed base costs by the total number of utility accounts.
 - (2) Usage Fee – a fee on each utility account that is determined by multiplying the number of trips assigned to the utility account by the per-trip rate. The per-trip rate is determined by dividing the target budget (not including the fixed base costs budget) by the total number of trips generated by all utility accounts. The number of trips assigned to each utility account is calculated using land use trip generation rates from the ITE Manual as amended multiplied by a scale factor and adjusted where appropriate by a deduction factor (i.e. seasonal land uses, K-12 school year, seasonal park properties, direct State or County road access and partial State or County road access).
- (b) The base fee and per-trip rate shall be in an amount set forth from time to time by resolution of the Village Board. Staff shall present the Village Board with a draft resolution proposing an adjustment based on the proposed transportation system improvements budget for the projected improvement program time frame. Any adjustment of the charge shall be effective on the date determined in the resolution.
- (c) For each utility account, the Director of Public Works/Village Engineer shall determine the category of use from the ITE Manual that shall apply to each developed utility account within the Village. In the absence of a specific use category from within the ITE Manual for a particular developed use, the Director of Public Works/Village Engineer shall determine the appropriate category by interpreting the ITE Manual and assigning the category which most accurately reflects the traffic generated by the particular developed use. After determining the appropriate use category for a developed parcel, the Director of Public Works/Village Engineer shall use the trip generation figures for the assigned use category from the ITE Manual to calculate the usage fee using the per-trip rate in the most current resolution. The Director of Public Works/Village Engineer may require and consider the results of a traffic study, provided that such study shall be conducted by a registered professional engineer in conformance with the methodology outlined in the WisDOT Bureau of Traffic Operations Traffic Impact Analysis Guidelines, latest edition, Chapter 3, part B, titled "Traffic Volumes." The determination of a use category shall not be considered a land use decision for the purpose of land use planning.

- (d) If the use of a property changes such that its impact on the transportation systems either increases or decreases, the person responsible for the property must notify the Director of Public Works/Village Engineer within 30 days to obtain a new determination regarding the Transportation User Fee for that property. The request shall be made on forms provided by the Village that the property owner will need to complete and submit with information pertinent to the request. The new fee will be applied with the next Village services billing. If the utility account customer neglects to notify the Village, and the change would result in a lower monthly Transportation User Fee, no refund will be made for the time between when the change was made and when the Village became aware of the change. If the change would result in a higher monthly Transportation User Fee, the Village will calculate the amount owed back to the time the change was made and apply that to the next Village services billing.

Section 92.106 - Billing and collection of fees.

- (a) The Transportation User Fee shall be billed and collected quarterly with and as part of the combined Village Utility billing which includes water, wastewater, and stormwater fees.
- (b) In the event payments received from the Village's billings, described in subsection (a) of this section, are inadequate to satisfy in full all of the water, sanitary sewer, stormwater and Transportation User Fees, credit shall be given first to penalty fees and interest, and then divided evenly between the funds.
- (c) If the Transportation User Fee is not paid when due, the Village shall proceed to collect such charges in any manner provided by law, or seek imposition of the charges in the property tax bill for the benefitted property through Waukesha County.

Section 92.107 - Waiver of fee in case of vacancy.

- (a) When any property within the Village becomes vacant, a waiver of the Usage Fee may be granted if the utility account customer notifies the Village Clerk in writing 30 days prior to the anticipated date of vacancy. All outstanding water, sanitary sewer, stormwater and Transportation User Fee charges must be paid before a waiver will be granted. The minimum vacancy to qualify for a usage fee reduction shall be three (3) months. No waiver will be granted for the base fee.
- (b) Fees shall be waived in accordance with this section only while the property remains vacant. The person responsible shall notify the Village Clerk within 5 days of the premises being re-occupied, partially occupied or used, regardless of whether water service is restored.

Section 92.108 - Appeal

- (a) Any utility account customer account may appeal the usage fee by filing a written appeal to the Village Clerk. The written appeal shall specify the grounds for challenge to the amount of the fee and shall state the amount of fee that the appellant considers to be appropriate.
- (b) Such petition shall be made in writing and be filed with the Village Clerk within 30 days of the date on the utility bill.
- (c) The appeal must specify the basis for the appeal and may include a traffic study prepared as noted in Section 92.105 above, and shall be limited to the facts related to the developed property improvements, trip generation rates, category of use and other factors material to the calculation of the usage fee.
- (d) The Director of Public Works/Village Engineer shall review the petition and make a determination if there is an error in any order, decision or determination made pertaining to the classification of the property or calculation of the usage fee. If the trip generation rate is within 10% of the rate used to generate the usage fee, no adjustments in the usage fee shall be made because this is within the expected margin for day to day variations. Once a determination has been made on a reclassification and/or fee, no additional request may be filed for the same parcel unless there has been a significant material change from the prior determination. The decision of the Director of Public Works/Village Engineer shall be provided in writing to the applicant. A utility account customer may appeal the decision of the Director of Public Works/Village Engineer to the Public Works and Safety Committee for a recommendation to the Village Board. The appeal must be filed in writing to the Village Clerk within 30 calendar days from the date that the decision of the Director of Public Works/Village Engineer was mailed to the utility account customer.
- (e) The Village Board, upon the review and recommendation of the Public Works and Safety Committee, shall hear and decide appeals made on the basis other than an alleged error in the determination of the classification of the property or calculation of the Transportation User Fee. The Board shall determine whether the Transportation User Fee is fair and reasonable in accordance with the terms of this ordinance and, in the event the appeal is granted, whether or not a refund is due the appellant and the amount of the refund. The Board shall conduct a hearing and provide notice to the appellant at least five business days prior to the hearing. The Board shall obtain sufficient facts upon which to make a determination, and the decision shall be based upon the evidence presented.

Section 92.109 - Inspection of premises.

Upon presentation of credentials, a representative of the Village shall have the right to request entry at any reasonable time to examine any property for purposes of

conducting any studies or collecting information bearing upon the determination of the appropriate use category or Transportation User Fee in accordance with this chapter. If entry is refused, such representative may obtain a special inspection warrant under Wis. Stats. §66.0119, however if such access is not permitted by the property owner or occupant the existing fee shall be presumed correct unless substantial material evidence is presented to the contrary.

Section 92.110- Severability.

If any provision, paragraph, word, section, or article of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION TWO: All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

SECTION THREE: The several sections of this ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION FOUR: This ordinance shall take effect upon passage and publication as required by law.

Passed and adopted this 2 day of February, 2021, by the Village Board of the Village of Pewaukee.

APPROVED:


Jeffrey Knutson, Village President

Countersigned:


Cassie Smith, Village Clerk