

**Pewaukee Public Library**



# October 2024 BOT Packet

Wednesday, October 16, 2024  
6:30 PM  
Visaya Room, Pewaukee Public Library

## **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 Wednesday, October 16, 2024 at 6:30 p.m. The meeting will be held in the Visaya Room at the Pewaukee Public Library, 210 Main Street, Pewaukee, WI 53072.

### **PEWAUKEE PUBLIC LIBRARY BOARD MEETING - AGENDA Wednesday, October 16, 2024 at 6:30 p.m.**

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

1. Call Meeting to Order and Roll Call

#### **SPECIAL BUSINESS:**

2. Presentation by Kelly Nelson, Adult Services Manager
3. Demonstration by Kelly Nelson of the new discovery layer (public catalog interface) that has been purchased by Bridges Library System

#### **REGULAR BUSINESS:**

4. Citizen Comments/Correspondence
5. Approval of Consent Agenda
  - a. Minutes September 18th (Regular Board Meeting)
  - b. Financial Reports:
    - i. GL Budget vs. Actual Library – September 2024
    - ii. GL Detail Library – September 2024
    - iii. Payment Approval Report – September 2024
  - c. Library Monthly Statistics Report though September 2024

#### **OLD BUSINESS:**

6. Discussion on the Joint Library Agreement
7. Discussion and possible action on the 2025 Joint Library Budget

#### **NEW BUSINESS:**

8. Discussion and possible action on the 2025 Calendar of Holiday Closings
9. Discussion and possible action to repair the damaged/leaking packing assembly on the elevator for \$6,239.00
10. Discussion and possible action on BOT *Trustee Essentials 18: Library Board Appointments and Composition*
11. ADJOURNMENT

**NEXT MEETING SCHEDULED: Wednesday, November 20, 2024**

**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: Friday, October 11, 2024
----------------------------------

## 2024 Adult Services Annual Board Report

### 2024 Projects

**Library of Things Progress Report** – October marks a year since we launched our Reservable Library of Things using the Lending Key. Patrons may place reservations on specific items for specific dates up to three months in advance. Many libraries have similar items in their collections, but they are not reservable, and not for specific dates. Currently, we have 52 items in our reservable collection. Much of the collection was purchased with the Bridges Library System Grant that we won last year. Passes are purchased by the Friends of the Library. Over the past year, we have had 721 reservations placed by library patrons. Our most popular items are our reservable passes, with both Zoo Passes having 46 and 54 reservations respectively. Other popular items include the Video to Digital Converter, Portable Carpet and Upholstery Spot Cleaner, and Photo and Document Scanner. The annual cost of our Lending Key subscription was paid for with the above grant and we are happy to report that the Bridges Library System will be paying this cost in 2025 for any library that wishes to subscribe.

**New Collection! Video Games** - We have been asked quite often if we have a video game collection and after assessing our materials budgets, we felt comfortable shifting a small amount of money into a line to start a collection. Nick Schmudlach has taken over the management of this collection and we've found it to be very popular in the short time it's been available. Items are rarely on the shelf and when they are, they don't stay there for long. We're excited to keep growing this collection.

**Style Guide Completion** – In 2023 we formed a style guide committee consisting of myself, Peter Blenski, Madi Cooper, Sandy George, and Emma Kutschenrueter. A style guide is a document designed to help unify the distribution of materials, whether print or digital. As we don't have a specific staff member tasked with marketing, we felt it was important for this document to exist so each person creating materials for the Library has a clear direction. We completed the Style Guide in 2024 and have started to make changes to signage within the building, from collection signs to programming flyers. While this might not be a noticeable change for most, we're excited to be able to bring cohesiveness to what we present to the public.

**New Copier and Public Printing** – We purchased a new public copier this year and with that were able to begin offering color printing and scanning to email in addition to black and white printing. This has been a long-needed upgrade to our services and we're happy to now be able to offer this.

**Mystery, Large Print, and Fiction Move** - Our Large Print collection has along the wall in Fiction since this building has been open. As the collection has grown, it has followed the wall all the way to the back of the building. This presents an accessibility issue for our older library patrons, who are more likely to be using this collection. We began a project in August with the end goal of moving Large Print to the front of the Fiction collection. With this project we have also decided to integrate the Mystery collection into the Fiction collection. Integrating Mystery will help to bring authors together in one location and follows the same formula that we currently use with science fiction and fantasy titles. A genre sticker will still be placed on the mysteries for easy spotting. In August, Sue Vuckovich, who manages these collections worked to purchase some replacement copies for old and worn out Mystery books. We then started the process of changing Mystery spine labels and integrating those titles into the Fiction

collection. With the space gained from the Mystery collection move, we have begun shifting Fiction toward the back of the area. Later this month, we plan to move the second half of the Large Print collection to the front of the room. This has been a large project, but I'm excited to be able to make our building and collections more accessible.

**Library Calendar** - Late last year we were notified that the software we were using to reserve meeting rooms was going to be discontinued. We decided to purchase Library Calendar, a software that both manages room reservations and also acts as a Library event calendar. We were excited to be able to consolidate these two things, which we previously had in two places, into one software. We had a short window to set everything up and began the process just before the holidays; finishing in mid-January. Overall, we're pleased with the calendar and the transition has been smooth.

## **Future Project**

### **Library Catalog Discovery Layer**

A project that we anticipate for next year is the purchase of a Library Catalog Discovery Layer by the Bridges Library System. A discovery layer goes over the top of our library catalog and "rolls up" editions and formats for easier searching. I will demo what that looks like compared to our current catalog. Eric Branske was part of the technology committee for the Library System that analyzed Discovery Layers from three different companies and made a recommendation to the County based on that analysis. A company has been chosen and the process for purchase has been started.

# PEWAUKEE PUBLIC LIBRARY BOARD MEETING

Wednesday, September 18, 2024 at 6:30 p.m.

1. Call Meeting to Order and Roll Call 6:30 pm

Members Present: Heather Gergen, Lisa Jansen, Leslie Miller, Dale Noll,  
Karen Wildman, Ann Wright

Others Present: Nan Champe (Library Director)

Members Excused: Phil Vetterkind

## **SPECIAL BUSINESS:**

2. Presentation by Peter Blenski, Youth Services Manager

## **REGULAR BUSINESS:**

3. Citizen Comments/Correspondence

4. Approval of Consent Agenda

a. Minutes August 21, 2024 (Regular Board Meeting)

b. Financial Reports:

i. GL Budget vs. Actual Library – August 2024

ii. GL Detail Library – August 2024

iii. Payment Approval Report – August 2024

c. Library Monthly Statistics Report through August 2024

d. Director's Report: September 2024

Motion to approve: Ann Wright

Second: Lisa Jansen

Motion Carried

## **OLD BUSINESS:**

5. Discussion on the Joint Library Agreement

No Action

Discussion: Board discussed that both municipalities need to approve resolution by  
September 30, 2024 to avoid paying the county tax.

6. Discussion and possible action on the 2025 Joint Library Budget

No Action

**NEW BUSINESS:**

7. Discussion and possible action on policy and board expectations on staff response to patrons and the handling and assessment of Pewaukee owned items and items from other libraries that they suspect and/or confirm have been exposed to a biohazard or an unknown substance.

No Action

8. Discussion and possible action on revisions to the Library Card Policy

Motion to approve: Leslie Miller moves to approve the revised Library Card Policy.

Second: Ann Wright

Motion Carried Heather Gergen - Nay

9. Discussion and possible action to cancel the October 16 Regular Board Meeting.

No Action

10. Discussion and possible action on BOT Trustee Essentials 09: Managing the Library's Money

No Action

11. ADJOURNMENT 8:00pm

Motion to approve: Heather Gergen

Second: Ann Wright

Motion Carried

**NEXT MEETING SCHEDULED:** Wednesday, October 16, 2024

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

# Pewaukee Public Library - Monthly Statistics 2024

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Year to date	%
<b>Circulation - ALL</b>														
2022	23342	22612	26259	25561	23685	29361	30878	28702	24652	24191	23948	20660	303851	97.40%
2023	24356	23294	27214	24363	24324	31204	31713	30545	24531	25520	24240	22072	313376	110.66%
2024	<b>27030</b>	<b>25093</b>	<b>27741</b>	<b>26423</b>	<b>24802</b>	<b>29343</b>	<b>33221</b>	<b>28671</b>	<b>24717</b>				<b>247041</b>	<b>102.28%</b>
<b>Circulation - Print and A/V</b>														
2022	19238	18922	22076	21691	19578	25491	26887	24471	20463	19540	19935	17312	255604	97.57%
2023	20252	19604	23031	20493	20217	27334	27722	26314	20342	20869	20227	18682	265087	103.40%
2024	<b>22224</b>	<b>20591</b>	<b>23043</b>	<b>21936</b>	<b>20181</b>	<b>24818</b>	<b>28559</b>	<b>24014</b>	<b>20107</b>				<b>205473</b>	<b>100.08%</b>
<b>Circulation - Overdrive</b>														
2022	3713	3254	3555	3409	3257	3206	3493	3608	3430	3422	3435	3288	41070	96.09%
2023	3881	3481	3946	3655	3827	3602	3732	3928	3861	4320	3707	2953	44893	118.82%
2024	<b>4288</b>	<b>3946</b>	<b>4190</b>	<b>3898</b>	<b>4164</b>	<b>4097</b>	<b>4229</b>	<b>4183</b>	<b>4107</b>				<b>37102</b>	<b>109.40%</b>
<b>Circulation - Hoopla</b>														
Instant 2022	217	209	272	242	188	168	193	203	176	218	205	192	2483	102.52%
Flex 2023												42	42	
Instant 2023	223	209	237	215	280	268	259	303	328	331	306	395	3354	146.40%
Total 2023	223	209	237	215	280	268	259	303	328	331	306	437	3396	
Flex 2024	67	95	99	112	122	118	126	134	152				1025	#DIV/0!
Instant 2024	451	461	409	477	335	310	307	340	351				3441	148.19%
Total 2024	<b>518</b>	<b>556</b>	<b>508</b>	<b>589</b>	<b>457</b>	<b>428</b>	<b>433</b>	<b>474</b>	<b>503</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4466</b>	<b>192.33%</b>
<b>% of Circulation Digital</b>														
2023	16.85%	15.84%	15.37%	15.88%	16.88%	12.40%	12.58%	13.85%	17.08%	18.22%	16.56%	15.36%	15.41%	
2024	<b>17.78%</b>	<b>17.94%</b>	<b>16.94%</b>	<b>16.98%</b>	<b>18.63%</b>	<b>15.42%</b>	<b>14.03%</b>	<b>16.24%</b>	<b>18.65%</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>16.83%</b>	
<b>LSER (LIBRARY SERVICES EFFORT RATIO)</b>														
2023	87.99%	89.36%	91.35%	91.52%	87.75%	90.87%	91.45%	91.99%	89.18%	89.65%	92.00%	92.76%	90.53%	
2024	<b>96.86%</b>	<b>90.08%</b>	<b>94.91%</b>	<b>92.91%</b>	<b>91.70%</b>	<b>88.67%</b>	<b>87.21%</b>	<b>89.14%</b>	<b>92.84%</b>				<b>91.27%</b>	
<b>Circulation - Check Ins</b>														
2024	<b>14,241</b>	<b>13,691</b>	<b>14,049</b>	<b>15,745</b>	<b>15,630</b>	<b>14,855</b>	<b>19,188</b>	<b>16,651</b>	<b>14,519</b>				<b>138,569</b>	
<b>Library Visits</b>														
Monthly total 2023	8020	7498	9025	7730	8554	11587	10672	9266	8221	9683	9207	7392	106855	111.70%
Daily average 2023	321	312	334	392	361	446	427	356	328	372	384	352	365	114.58%
Monthly total 2024	<b>9456</b>	<b>9532</b>	<b>n/a</b>	<b>n/a</b>	<b>1701</b>	<b>6230</b>	<b>5995</b>	<b>4589</b>	<b>3981</b>				<b>41484</b>	<b>43.35%</b>
Daily average 2024	<b>394</b>	<b>381</b>	<b>n/a</b>	<b>n/a</b>	<b>243</b>	<b>249</b>	<b>231</b>	<b>177</b>	<b>166</b>				<b>368</b>	<b>100.85%</b>
<b>Reference Transactions</b>														
2023	967	1106	1305	875	943	1833	1538	1067	760	888	612	522	12416	130.55%
2024	<b>680</b>	<b>627</b>	<b>727</b>	<b>716</b>	<b>477</b>	<b>950</b>	<b>989</b>	<b>700</b>	<b>509</b>				<b>6375</b>	<b>61.33%</b>
<b>Items from Other libraries</b>														
2023	3597	3257	3590	3279	3332	3666	3824	3858	3504	3505	3159	3337	41908	103.54%
2024	<b>4007</b>	<b>3517</b>	<b>3668</b>	<b>3649</b>	<b>3313</b>	<b>3583</b>	<b>4194</b>	<b>3627</b>	<b>24</b>				<b>29582</b>	<b>92.71%</b>
<b>Items to Other Libraries</b>														
2023	2943	2580	2811	2633	2530	2942	3062	3002	2804	2979	2513	2580	33379	102.55%
2024	<b>3134</b>	<b>2805</b>	<b>2827</b>	<b>2871</b>	<b>2581</b>	<b>2740</b>	<b>3157</b>	<b>2869</b>	<b>10</b>				<b>22994</b>	<b>90.86%</b>

# Pewaukee Public Library - Monthly Statistics 2024

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Year to date	%	
<b>New Library Cards Issued</b>															
2023	87	95	125	76	86	242	149	141	96	73	81	65	1316	119.14%	
2024	129	129	120	98	97	137	113	95	100				1018	92.80%	
<b>Meetings Room Usage</b>															
2023	46	37	45	54	42	35	53	29	47	51	53	35	527	106.26%	
2024	44	47	55	75	48	52	73	29	54				477	122.94%	
<b>Study Room Usage</b>															
2023	134	138	121	116	155	154	126	127	111	126	145	137	1590	118.04%	
2024	139	170	133	159	131	139	159	131	120				1281	119.61%	
<b>Uses of Public Wireless Internet</b>															
2023	998	897	1062	932	1046	1268	1017	1025	1113	1197	1112	933	12600	120.67%	
2024	1210	1050	n/a	451	1149	1401	1318	931	1234				8744	93.44%	
<b>Use of Public Internet Computers</b>															
2023	366	342	437	358	381	419	379	417	431	471	481	421	4903	120.67%	
2024	457	513	474	509	282	364	380	443	377				3799	107.62%	
<b>Website Visits</b>															
2023	12439	12708	15124	15195	14512	17877	16231	15629	17102	15487	13230	13991	179525		
2024	14744	14903	19352	16068	16870	15999	15308	13505	13331				140080	102.38%	
<b>Children's Programs (0-5)</b>															
# programs	2023	12	6	7	7	7	7	17	0	3	14	5	6	91	0.73%
Attendance	2023	187	70	124	98	975	266	743	0	80	934	131	353	3961	26.87%
# programs	2024	11	15	10	15	4	10	22	3	8				98	148.48%
Attendance	2024	568	712	732	724	165	377	982	87	350				4697	184.70%
<b>Children's Programs (6-11)</b>															
# programs	2023	12	6	7	7	7	11	17	0	3	14	5	6	95	128.38%
Attendance	2023	187	70	124	98	975	841	743	0	80	934	131	353	4536	118.65%
# programs	2024	3	4	5	4	4	11	22	0	4				57	81.43%
Attendance	2024	75	86	202	308	261	932	809	0	150				2823	90.54%
<b>Teen Programs (12-18)</b>															
# program	2023	3	1	2	2	3	1	2	0	2	3	3	2	24	126.32%
Attendance	2023	21	3	10	11	19	18	23	0	15	21	24	28	193	86.55%
# programs	2024	4	4	2	2	3	2	2	1	1				21	131.25%
Attendance	2024	24	43	11	16	138	75	29	34	11				381	317.50%
<b>Adult Programs (19+)</b>															
# programs	2023	6	5	8	12	8	7	8	8	10	11	6	7	96	106.67%
Attendance	2023	105	97	204	215	178	165	199	130	178	284	184	93	2032	137.20%
# programs	2024	10	10	10	11	9	12	10	10	15				97	134.72%
Attendance	2024	117	145	167	217	176	214	124	154	279				1593	108.29%
<b>General Interest Program</b>															
# programs	2023	0	0	0	0	0	1	1	0	0	0	0	0	2	11.76%
Attendance	2023	0	0	0	0	0	343	142	0	0	0	0	0	485	44.37%
# programs	2024	0	0	0	0	0	3	1	0	1				5	250.00%
Attendance	2024	0	0	0	0	0	515	112	0	41				668	137.73%

## Pewaukee Public Library - Monthly Statistics 2024

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Year to date	%	
<b>Children's Self-Directed Activities (0-5) (includes summer reading participation)</b>															
# programs	2023	0	0	0	1	0	0	0	0	0	0	0	1	2	#REF!
Attendance	2023	0	0	0	43	0	0	0	0	0	0	0	25	68	#REF!
# programs	2024	0	0	0	0	0	0	0	1	0			1	1	100.00%
Attendance	2024	0	0	0	0	0	0	0	148	0			148	148	344.19%
<b>Children's Self-Directed Activities (6-11) (includes summer reading participation)</b>															
# programs	2023	0	4	6	5	2	5	2	1	0	0	3	2	30	130.43%
Attendance	2023	0	103	202	421	76	579	113	863	0	0	111	47	2515	125.06%
# programs	2024	2	1	1	1	0	0	0	1	0			6	6	24.00%
Attendance	2024	100	32	155	32	0	0	0	660	0			979	979	41.54%
<b>Teen Self-Directed Activities (12-18) (includes summer reading participation)</b>															
# programs	2023	2	2	3	2	2	2	2	2	2	0	3	3	25	96.15%
Attendance	2023	29	34	115	29	33	115	58	203	32	0	72	69	789	141.91%
# programs	2024	3	2	3	3	4	4	3	4	0			26	26	152.94%
Attendance	2024	80	68	66	187	33	225	148	280	0			1087	1087	176.46%
<b>Adult Self-Directed Activities (19+) (includes summer reading participation)</b>															
# program	2023	3	4	3	0	0	0	0	1	0	0	0	0	11	#REF!
Attendance	2023	242	320	240	0	0	0	0	194	0	0	0	0	996	#REF!
# programs	2024	3	4	4	0	0	0	0	1	0			12	12	109.09%
Attendance	2024	297	358	409	0	0	0	0	249	0			1313	1313	131.83%
<b>Other Self-Directed Activities (All Ages) (includes summer reading participation)</b>															
# program	2023	0	0	0	0	0	1	2	1	0	0	0	0	4	66.67%
Attendance	2023	0	0	0	0	0	212	296	97	0	0	0	0	605	168.52%
# programs	2024	0	0	0	0	0	2	1	3	0			6	6	150.00%
Attendance	2024	0	0	0	0	0	612	242	209	0			1063	1063	175.70%

\* May 2024 : the lower level of the Library was closed from 13th - 22nd for recarpeting.

**JOINT LIBRARY AGREEMENT  
BETWEEN THE VILLAGE OF PEWAUKEE AND THE CITY OF PEWAUKEE**

**WHEREAS**, the Village of Pewaukee and the City of Pewaukee have operated and funded the Pewaukee Public Library pursuant to the Intergovernmental Cooperation Agreement Between the Village of Pewaukee and City of Pewaukee Regarding a Joint Library Agreement entered into as of December 30, 2004 (the "2004 Agreement") to serve the needs of the public; and

**WHEREAS**, the 2004 Agreement provided for an initial term of twenty (20) years with an automatic renewal, unless terminated by either party after the initial contract term upon one-year written notice to the other party of intent to terminate; and

**WHEREAS**, the City of Pewaukee timely presented the Village of Pewaukee with a notice of intent to terminate the 2004 Agreement; and

**WHEREAS**, the Village of Pewaukee and the City of Pewaukee have mutually benefited from the operation of a Joint Library both financially and through provision of services; and

**WHEREAS**, the Village of Pewaukee and the City of Pewaukee find it advisable to continue operation and funding of the Pewaukee Public Library pursuant to the terms and conditions of a new successor Joint Library Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Pewaukee (hereinafter the "Village") and the City of Pewaukee (hereinafter the "City") hereby agrees to operate a Joint Library as that term is defined in Wisconsin statutes section 43.53, pursuant to the terms and conditions of this Joint Library Agreement (hereinafter the "Agreement").

**TABLE OF CONTENTS**

1. **GOVERNANCE**
2. **STAFFING**
3. **OWNERSHIP OF ASSETS**
4. **FUNDING AND BUDGET SETTING**
5. **FISCAL AGENT**
6. **FUND BALANCE**
7. **HARKEN OBSERVATORY**
8. **EFFECTIVE DATE OF JOINT LIBRARY**
9. **TERM OF AGREEMENT**
10. **DISSOLUTION OF JOINT LIBRARY**
11. **UNIQUE CIRCUMSTANCES**
12. **LEASE AGREEMENT**
13. **INDEMNIFICATION**
14. **GOVERNING LAW**
15. **ENTIRE AGREEMENT AND AMENDMENT**

## 1. GOVERNANCE.

1.1. Joint Library Board. The City and Village, by prior ordinance and pursuant to the 2004 Agreement, have created and established a Joint Library Board (hereinafter the "Board") for the purpose of operating a public library known as the "Pewaukee Public Library". The Board previously constituted shall continue to exist with the changes to composition noted in this Agreement and the Board shall operate pursuant to the requirements of Wisconsin Statute sections 43.53 and 66.0301. The City and Village have each adopted ordinances amending provisions related to the Joint Library Board to be strictly consistent with the terms and conditions of this Agreement.

1.2 Board Members and Composition. The Joint Library Board shall consist of seven (7) members pursuant to Wisconsin statute section 43.54. Two (2) members shall be appointed by the Pewaukee Village President, subject to confirmation of the Village Board. Four (4) members shall be appointed by the City of Pewaukee Mayor, subject to confirmation by the City Council. No more than one member from each aforementioned municipality shall be a member of their respective municipal governing body. One (1) member shall be the Superintendent of the Pewaukee Public School District or their designee, subject to the appointment and confirmation of the Village Board and Common Council.

The composition of the Board shall be reviewed every ten (10) years, as soon as practicable following publication of the latest federal decennial census, and, if applicable, be adjusted so that composition of the Board in terms of the number of seats appointed by the Village and the number of seats appointed by the City reflects the percentage of the combined population attributable to each the City and the Village as shown by the most recent federal census. To illustrate operation of the procedure for composition adjustment, the 2020 federal census indicated the City of Pewaukee total population to be 15,914 and the Village of Pewaukee total population to be 8,238. Therefore, the City represented 65.89% of the combined populations (24,152) and the Village represented 34.11% of the combined populations. Application of these percentages to six available (6) Board seats, exclusive of the seat held by Superintendent of Pewaukee Public Schools or their designee, results in an apportionment of four (4) seats appointed by the City and two (2) seats appointed by the Village.

Any adjustment made pursuant to this section shall take effect at the expiration of the then existing term of the Board seat(s) so affected by any such adjustment.

1.3 Terms of Office. The terms for current members of the Joint Library Board created in concert with the 2004 Agreement, shall terminate on December 31, 2024, and new members shall be appointed, with two (2) members being appointed by the Pewaukee Village President, four (4) members appointed by the City of Pewaukee Mayor, and one (1) members appointed by the Superintendent of Pewaukee Public Schools, all subject to confirmation as provided herein

Notwithstanding the foregoing, the current terms of any other Board members not affected by this section shall continue without interruption. Thereafter, each regular appointment for a Board member shall be for a term of 3 years, staggered to provide for continuity of the Board in accordance with Section 43.54(1)(b). Vacancies shall be filled for unexpired terms in the same manner as regular appointments are made.

1.4 Officers. The Board shall elect a President, Treasurer, and Secretary each for a one-year term beginning on the first day of May each year. The aforementioned officers will serve for a one (1) year term, however, officers may be renominated and reelected each year provided that no officer may serve more than two (2) consecutive one (1) year terms in the same office. The President shall preside at all meetings, appoint all committees, execute 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 the charge of the Fiscal Agent 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 custody of the minutes and other records of the Board; and shall notify the respective appointing bodies of any vacancies on the Board.

1.5 Compensation. No compensation shall be paid to members of the Board.

1.6 Authority. The Board shall have the power and authority to enter into contractual agreements for services within the budgets authorized and approved as provided by this Agreement.

## 2. STAFFING

2.1 Library Director. The Board shall select and hire a librarian who is eligible for certification by the Division of Library Services to serve as Library Director. The Library Director shall be responsible for the day-to-day administration of the Joint Library, under the direction of the Board, in accordance with the Agreement and any and all applicable federal, state, and local laws.

2.2 Library Employees. The Library Director shall appoint and supervise any other Library Employees authorized by the Board within their prescribed duties and compensation. Library employees shall be entitled to the same category and level of fringe benefits as are provided to employees of the Fiscal Agent, including where applicable, group, life, health, disability and dental insurance, FICA, and participation in the Wisconsin Retirement System. All Library employees shall be considered employees of the Fiscal Agent for payroll and benefit purposes, and wages for the Library employees shall be determined by the Board pursuant to Wisconsin statute section 43.58. The Fiscal Agent shall have authority over any matter not involving wages including, but not limited to, matters involving employee fringe benefits.

## 3. OWNERSHIP OF ASSETS

3.1. Initial Contributions. Pursuant to the terms of the 2004 Agreement, the City and Village made partial initial contributions to the assets of the Library as follows:

Village: Library assets in the agreed value of \$525,000 including books, shelving, furniture, and all items owned by the Village of Pewaukee in its present library.

City: \$500,000.00 as part of the City's 2005 budget for the exclusive 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 County tax for the ensuing tax year.

3.2. Library Building. The parties acknowledge and agree the Library Building located at 210 Main Street, Pewaukee, Wisconsin (hereinafter the "Library Building") was constructed in or about 2004 pursuant to an Intergovernmental Agreement between the Village and the City. The parties hereby further agree that ownership interest in the Library Building shall be based on the percentage of total initial construction cost incurred by each municipality (\$4,000,000 provided by the Village and \$1,000,000 provided by the City for a total project cost of \$5,000,000). The parties acknowledge receipt of and an opportunity to review relevant financial and other records related to the initial construction cost of the Library Building and, having reviewed that information, the parties hereby agree to establish the actual ownership interest in the Library Building as follows:

Village: 80%

City: 20%

The parties agree that such allocation is fair and reasonable based upon the total initial construction cost incurred by each municipality. For purposes of this Agreement, the "Library Building" shall include the building which houses the Pewaukee Public Library and any fixtures or improvements included therein, located at 210 Main Street, Pewaukee, Wisconsin 53072, but shall not include the land on which the Library Building is located.

3.3. Land. The Village shall retain one hundred percent (100%) ownership of the land upon which the Library Building is located, having Tax Key Number PWV 0899916001.

#### 4. **FUNDING AND BUDGET SETTING**

4.1 Budgets in General. Each year the Board shall prepare and approve an annual Operations Budget, a Capital Projects Budget, and a five (5) year Capital Projects Plan consistent with this Agreement. On or before August 30 of each year, the Board shall submit an annual budget request to the governing bodies of the Village and the City for approval of each participating municipality. The Board shall provide the Village and City a copy of the five (5) year capital projects plan for informational purposes only. Budgets shall be prepared in the form prescribed in Wisconsin statute section 65.90, regarding municipal budgets. Budgets prepared shall ensure that the Joint Library maintains the minimum standards of operation required by Waukesha County

1/1

Library Services Plan so as to allow residents of the Village and City to maintain exemption from the Waukesha County Library Tax.

4.2 Operations Budget. For purposes of this Agreement, operating expenses in the Operations Budget shall include the usual and ordinary costs of operations for the Joint Library and the repair and maintenance of the Joint Library's assets, buildings, grounds, and technology in order to ensure that these items described herein meet applicable, requisite, and minimum legal, health, and safety requirements. "Ordinary costs" includes, but is not limited to, payroll and benefits, collections, materials, supplies, technology, insurance, professional service fees, municipal fees, utility costs, and attorney fees. "Maintenance" will include maintenance and upkeep of the Joint Library's infrastructure and grounds. "Regular maintenance" will include, but is not limited to, safety inspections and scheduled upkeep of the following components: HVAC equipment; elevator; fire suppression system; landscaping; snow plowing; facility cleaning. Notwithstanding the foregoing, the Operations Budget shall also include any expenses whatsoever for projects not otherwise listed on Exhibit "A" attached hereto including, but not limited to, carpet replacement and elevator replacement. It is the explicit intent of the parties that any project whatsoever not appearing on Exhibit "A" shall be treated as part of the Operations Budget, subject to the funding formula set forth in Section 4.3 below, whether or not such project otherwise meets any of the definitions included in this Section 4.2.

4.3 Funding Formula for the Operations Budget. The Operations Budget, as described and defined in Section 4.2 above, shall be apportioned as follows:

4.3.1 Library revenue from fines, fees, copies, interest, and County library aids will be applied to operation budget expenditures.

4.3.2 The City and Village will contribute each municipality's Maintenance of Effort requirement to maintain exemption from the Waukesha County Library Tax.

4.3.3 Any request above and beyond the aggregate amount of revenue and maintenance of effort payments noted in Section 4.3.1 and 4.3.2 above must be approved by a simple majority of both the Village Board and the City Council. If the Village and/or City do not approve the amount requested above and beyond the amounts noted in Sections 4.3.1 and 4.3.2, the Operations Budget shall be approved at the minimum increase required to maintain exemption from County Library Tax.

4.3.4 Approved expenditures above the revenue and maintenance of effort requirements noted in Sections 4.3.1 and 4.3.2 above shall be shared by each municipality based on the percentage of their respective resident circulation from the year previous to the budget being approval of both physical and digital materials from the Joint Library.

4.3.5 In the event the County abolishes the public library system, or upon repeal of minimum statutory budgetary requirements, the Operations Budget shall not decrease below the previous year's Operating Budget.

4.4 Capital Projects Budget. For purposes of this Agreement, "Capital Projects" are only those projects described in Exhibit "A" to this Agreement, which is attached and fully incorporated herein. Any request for Capital Projects must be approved by both the Village and the City and is subject to individual approval by a simple majority of both the Village Board and City Council. No expenditures shall be made or contracted for by the Board or any Library employee for any proposed Capital Project until the project and its funding has been approved by the Village and the City pursuant to the terms of this Agreement.

4.5 Funding Formula for the Capital Projects Budget. The approved Capital Projects Budget shall be apportioned to and paid by the Village and the City based on each municipality's percentage of ownership in the Library Building, with 80% being apportioned to the Village and 20% to the City.

4.5.1 CAPITAL COSTS EXCLUSION. Monies spent for Capital Projects shall be excluded when determining the amount of financial support required for the Village and the City to meet the necessary minimum library appropriation to qualify for exemption from the County Library Tax under Wisconsin statute 43.15(5). Notwithstanding the foregoing, the Village and City may consider the monies in the Library's unassigned fund balance when determining the amount of financial support to be provided in any ensuing budget year, pursuant to paragraph 6 of this Agreement.

## 5. FISCAL AGENT

5.1 Identity. The Village of Pewaukee shall act as the Fiscal Agent, as that term is defined in Wis. Stat. 43.53(2)(a). The Fiscal Agent shall be responsible for payroll processing, benefit administration, insurance, and financial record keeping and auditing for the Joint Library pursuant to Wisconsin statute section 43.53(2)(a).

5.2 Municipal Operating Budget Payments. The Village and the City shall pay one-twelfth (1/12) of its annual library appropriation for the Operating Budget by the fifth (5<sup>th</sup>) day of each month during the calendar year for which appropriations are budgeted. In the event a payment is not paid within thirty (30) days of being due, in addition to the overdue payment, the delinquent municipality shall pay interest to the Library on the balance due pursuant to the provision of Wisconsin statutes section 66.0135 at the rate of twelve (12) % per annum.

5.3 Audit. The Board shall annually provide the City and the Village with an audited financial statement for the prior year's financial transactions. The audit shall be completed concurrently with the Village's annual audit with the cost to be borne by the Library as part of its annual budget.

5.4 Insurance Coverage. The Fiscal Agent shall procure and maintain for the Library, at Library's expense, insurance to cover the operations of the library including, but not limited to, commercial general liability, property, health, dental, worker's compensation, disability, cyber, and public official.

5.5 Compensation for Services. The Fiscal Agent shall annually submit a budgeted amount to be included in the Joint Library's budget equal to the estimated actual cost of performing the

duties of Fiscal Agent. This amount shall be included in the Joint Library Operating Budget to be paid to the Fiscal Agent as reimbursement for performing the duties of the Fiscal Agent. The Fiscal Agent may transfer one-twelfth (1/12) of its annual Fiscal Agent Fee on the fifth (5<sup>th</sup>) day each month during the calendar year for which this appropriation is budgeted.

## **6. FUND BALANCE**

6.1 Pursuant to Wisconsin statute section 43.58(1), the Board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund. The Board shall be required to maintain a policy for the utilization of any unassigned fund balance, with the exception that the unassigned portion of the library fund's balance shall not exceed twenty (20%) of the Library's annual Operations Budget in any given year. Any amounts of the unassigned library fund balance in excess of the aforementioned amount shall be applied to the following year's Operations Budget to offset any projected amount above and beyond the maintenance of effort payment described in Section 4.3.2.

**7. HARKEN OBSERVATORY.** The parties acknowledge the Library Building contains an observatory tower, and further acknowledge that the construction of said tower and the purchase of equipment for said tower was paid for, at least in part, by donated funds from the Harken Family Foundation pursuant to Donation Agreements dated September 6, 2005 and September 24, 2019, respectively, between the Village and the Harkens. The Library shall not be responsible for any costs of operation or maintenance related to the observatory tower or observatory equipment contained therein, and any such cost shall be borne solely by the Village.

**8. EFFECTIVE DATE OF THIS AGREEMENT.** Excepting Section 1.3 of this Agreement, the effective date of this Agreement shall be January 1, 2025.

**9. TERM OF AGREEMENT.** This Agreement shall commence effective January 1, 2025 and continue for an initial term of twenty (20) years. After the completion of the initial term, the Agreement shall be automatically renewed with the same terms and conditions for successive five (5) year terms, unless notice of intent to terminate is first provided as outlined below.

This Agreement may be terminated by either party upon two-years written notice to the other party of intent to terminate. Termination shall become effective on the 1<sup>st</sup> day of January of the second year following the date of notification.

**10. DISSOLUTION OF JOINT LIBRARY.** Pursuant to Wisconsin statute section 43.53(2)(b), the following shall be the procedure for distribution of the Joint Library's assets in the event this Agreement is terminated pursuant to the terms and conditions herein and the Joint Library is dissolved:

In the event the Agreement is terminated according to the terms herein, and the non-terminating municipality is willing to fund the library on its own, all assets of the library will remain intact and become the sole property of the non-terminating municipality.

Should termination of the Agreement result in the closing of the library, the assets thereof including but not limited to books, shelving, furniture and materials, but excluding the Library Building and the Land on which the Library Building is located would be sold and the proceeds of such sale divided equally between the Village and the City. In the event termination of the Agreement results in the closing of the Library, the Library Building, as that term is defined in Section 3.2 herein, would be sold and the proceeds of any such sale divided between the Village and City in proportion to the ownership interest defined in Section 3.2 herein: 80% Village, 20% City. The Village shall retain 100% of the proceeds related to the value of the land on which the Library Building is located.

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

**12. LEASE AGREEMENT.** The parties acknowledge that there is 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.

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 of the Operations Budget in the year in which the incident occurred to the extent that monies are unavailable from the Joint Library Budget.

**13. INDEMNIFICATION.** 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.

**14. GOVERNING LAW.** This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

**15. ENTIRE AGREEMENT AND AMENDMENT.** 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.

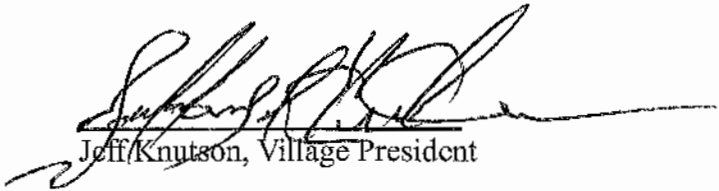
Approved by the Village Board of the Village of Pewaukee this 1<sup>st</sup> day of October, 2024

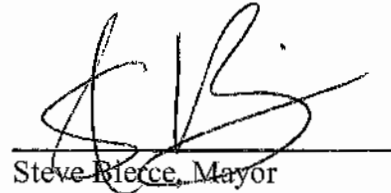
Approved by the City Council of the City of Pewaukee this 26<sup>th</sup> day of September, 2024

Approved and executed this 1<sup>st</sup> day of October, 2024

**VILLAGE OF PEWAUKEE**

**CITY OF PEWAUKEE**

  
Jeff Knutson, Village President

  
Steve Bierce, Mayor

  
Jenna Peter, Clerk

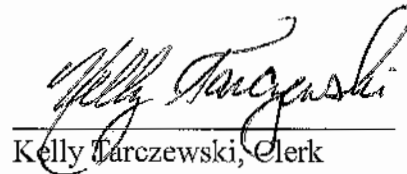
  
Kelly Marczewski, Clerk

Exhibit "A" – Capital Projects

Door Replacement

Gated Garbage/Recycling Storage Area Replacement

Grounds - Drive Though Redesign and replacement

Grounds - Sidewalk/Cement Replacement

Grounds : new landscaping plan and total replacement

Gutter Replacement

Parking lot - blacktop and curb replacement

Roof - Flat 2

Roof - Shingled

Siding Replacement

Windows Replacement

Bathroom : Total Replacement - 1st Floor Mens

Bathroom: Total Replacement - Children's Room

Bathroom: Total Replacement - Downstairs (2)

Bathroom: Total Replacement -2nd Floor Womens

Electrical Replacement

Fire Alarm Control Panel

Fire Alarm Monitoring System

HVAC : Fan Replacement in Air Handling Unit

HVAC: Air Cooled Condensing Units and Coiling with piping

HVAC: Boiler replacement with pump

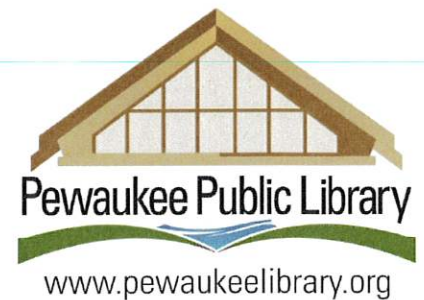
HVAC: Control System Front End

HVAC: Direct Digital Controls (ASI Hardware Replacement (multiple devices - can be replaced on an individual basis

Interior Remodeling and Build in upgrades/replacements

Plumbing Replacement

Total Wiring Replacement



TO: Scott Klein, City Administrator

FROM: Nan Champe, Library Director *Nan Champe*

SUBJECT: Updated 2025 Pewaukee Public Library Budget and Municipal Contribution Request

DATE: 10/02/2024

In accordance with the new Joint Library Agreement between the Village of Pewaukee and the City of Pewaukee commencing January 1, 2025 and on behalf of the Board of Trustees for the Pewaukee Public Library, I would like to submit a revised contribution request and formal capital project funding request for the Pewaukee Public Library for 2025. Included with this request is a copy of the Library's approved 2025 Budget with the updated contribution amounts and a copy of the Library's 5- Year Capital Projects Plan.

The total approved expenditures budget for 2025 for the Pewaukee Public Library is \$1,346,078.00. This budget reflects an increase of \$27,535 or 2.09% in comparison to the Library's 2024 expenditure budget. As required by the new JLA, this budget will maintain all of the minimum service standards required for the citizens of the Village of Pewaukee to remain exempt from the Waukesha County Library Tax.

The Library is projecting \$1,312,852.00 in general revenues and municipal revenues from the approved minimum to exempt contributions from the Village (\$262,153.00) and the City (\$869,867.00). This leaves the Library with \$33,225.00 in expected expenses above the revenue and maintenance of effort requirements. As stipulated in the new JLA, this expense would be shared by each municipality based on the percentage of their respective resident circulation from the year previous to the budget of both physical and digital materials from the Joint Library. In 2023, City of Pewaukee residents had a total circulation of 153,713. The Village had a total circulation of 72,673. City circulation represents 68% of the total circulation. Based on this calculation, the City's allocation would be \$22,559.00.

The Library Board has also approved a 5 – Year Capital Projects Plan. In reviewing this plan, the Library Board has concluded that the replacement of the Library's roof is a priority for 2025. Based on the new JLA, the City would be responsible for 20% of the cost of this project.

On behalf of the Pewaukee Public Library Board of Directors, I would like to formally request an appropriation of \$892,246.00 from the City of Pewaukee for the Library 2025 operating budget. This request represents a .49% decrease as compared to 2024. As well, I would like to request 20% of the funding needed to replace the Library's shingled roof and the flat roof 2. The estimated cost of this project is \$128,650.00. Actual cost would be determined by the formal public bidding process.

*Browse. Borrow. Bloom.*

210 Main Street • Pewaukee, WI 53072 • 262.691.5670 • Fax: 262.691.5673

The Pewaukee Public Library Board of Trustees will continue to review this budget and may make changes based on updated expenditure and revenue information.

Thank you and please let me know if you have any further questions.

## 2025 Pewaukee Public Library Budget (approved 8.21.2024)

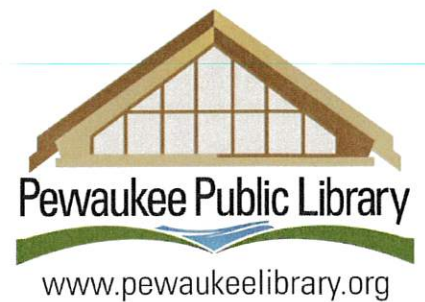
<b>EXPENDITURES</b>	<b>Budget 2023</b>	<b>Actual 2023</b>	<b>Actual -2023</b>	<b>June 30, 2024 Actual</b>	<b>Budget 2024</b>	<b>Budget 2025</b>	<b>Actual +/-</b>	<b>% Change</b>
Library Salaries	636,565	627,855	-8,710	302,060	668,000	688,000	20,000	2.99%
Benefits	212,484	185,608	-26,876	113,218	213,710	223,435	9,725	4.55%
Materials Budget	125,815	125,579	-236	52,290	125,462	126,307	845	0.67%
Technology	50,040	50,059	19	35,831	44,628	45,548	920	2.06%
Mileage, Supplies, Other Expenditures	21,550	26,471	4,921	13,540	19,580	14,045	-7,505	-28.27%
Staff Development	3,000	1,761	-1,239	1,450	3,750	3,000	-750	-20.00%
Professional Services	47,129	33,146	-13,983	36,287	45,936	45,936	0	0
Library Annual Municipal Fees	4,113	5,872	1,759	1,590	7,776	3,782	-3,994	-51.36%
Building Maintenance	91,000	75,596	-15,404	43,397	89,700	93,332	3,632	4.05%
Utilities	50,887	52,930	2,043	20,650	55,013	52,930	-2,083	-3.79%
Programs	5,250	4,705	-545	2,407	5,250	5,000	-250	-4.76%
Legal	2,000	4,978	2,978	2,761	4,000	4,000	0	0.00%
Grants	0	11,774	11,774	6,857	9,038	7,763	-1,275	-14.11%
Donations	0	26,453	26,453	8,941	6,500	8,000	1,500	23.08%
Library Outlay (Fund Balance)	0	78,215	0	68,647	20,200	25,000	4,800	23.76%
<b>TOTAL EXPENDITURES</b>	<b>1,249,833</b>	<b>1,311,002</b>	<b>61,169</b>	<b>709,926</b>	<b>1,318,543</b>	<b>1,346,078</b>	<b>27,535</b>	<b>2.09%</b>

<b>REVENUES</b>	<b>Budget 2023</b>	<b>Actual 2023</b>	<b>Actual -2023</b>	<b>Actual 2024</b>	<b>Budget 2024</b>	<b>Budget 2025</b>	<b>Actual +/-</b>	<b>% Change</b>
43790 County Lib Aids	112,141	112,141	0	60,787	118,775	114,549	-4,226	-3.56%
46710 Library Fines	10,136	8,681	-1,455	4,500	7,609	8,681	1,072	14.09%
48110 Interest Income	167	1,202	1,035	598	338	9,769	9,431	2790.24%
48500-000 Donations	0	68,914	68,914	16,400	6,500	8,000	1,500	23.08%
48500-100 Misc. Revenu	5,907	7,251	1,344	4,801	6,500	8,251	1,751	26.94%
48500-200 Grants	3,101	11,774	8,673	6,038	9,038	6,763	-2,275	-25.17%
49300-000 Fund Balance Applied	0	69,015	69,015	0	20,200	25,000	4,800	23.76%
<b>SUB TOTAL</b>	<b>131,452</b>	<b>278,978</b>	<b>147,526</b>	<b>93,124</b>	<b>168,960</b>	<b>181,013</b>	<b>12,053</b>	<b>7.13%</b>

<b>MUNICIPAL CONTRIBUTIONS</b>	<b>Budget 2023</b>	<b>Actual 2023</b>	<b>Actual -2023</b>	<b>Actual 2024</b>	<b>Budget 2024</b>	<b>Budget 2025</b>	<b>Actual +/-</b>	<b>% Change</b>
City	871,795	871,795	0	523,060	896,675	892,246	-4,429	-0.49%
Village	262,744	262,744	0	131,267	262,534	272,819	10,285	3.92%
<b>TOTAL REVENUES</b>	<b>1,136,562</b>	<b>1,136,562</b>	<b>0</b>	<b>654,327</b>	<b>1,161,233</b>	<b>1,346,078</b>	<b>184,845</b>	<b>15.92%</b>

Pewaukee Public Library - 5 YR Capital Projects Plan approved 8.21.2024

Interior/Exterior	ITEM DESCRIPTION	TOTAL COST TO REPLACE	Quote Year	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET
Exterior	Parking lot - blacktop and curb replacement	\$126,292.00	Concrete 2023			X		
Exterior	Roof - Flat 2	\$28,650.00	Hernandez Roofing 2023	X				
Exterior	Roof - Shingled	\$100,000.00	Hernandez Roofing 2023	X				
Interior	HVAC : Control System (Front End)	\$77,974.00	Grunau 2024		X			
<b>Total</b>		<b>\$332,916.00</b>						



TO: Matt Heiser, Village Administrator

FROM: Nan Champe, Library Director *Nan Champe*

SUBJECT: Updated 2025 Pewaukee Public Library Budget and Municipal Contribution Request

DATE: 10/02/2024

In accordance with the new Joint Library Agreement between the Village of Pewaukee and the City of Pewaukee commencing January 1, 2025 and on behalf of the Board of Trustees for the Pewaukee Public Library, I would like to submit a revised contribution request and formal capital project funding request for the Pewaukee Public Library for 2025. Included with this request is a copy of the Library's approved 2025 Budget with the updated contribution amounts and a copy of the Library's 5- Year Capital Projects Plan.

The total approved expenditures budget for 2025 for the Pewaukee Public Library is \$1,346,078.00. This budget reflects an increase of \$27,535 or 2.09% in comparison to the Library's 2024 expenditure budget. As required by the new JLA, this budget will maintain all of the minimum service standards required for the citizens of the Village of Pewaukee to remain exempt from the Waukesha County Library Tax.

The Library is projecting \$1,312,852.00 in general revenues and municipal revenues from the approved minimum to exempt contributions from the Village (\$262,153.00) and the City (\$869,867.00). This leaves the Library with \$33,225.00 in expected expenses above the revenue and maintenance of effort requirements. As stipulated in the new JLA, this expense would be shared by each municipality based on the percentage of their respective resident circulation from the year previous to the budget of both physical and digital materials from the Joint Library. In 2023, Village of Pewaukee residents had a total circulation of 72,673. The City had a total circulation of 153,713. Village circulation represents 32% of the total circulation. Based on this calculation, the Village's allocation would be \$10,665.68.

The Library Board has also approved a 5 – Year Capital Projects Plan. In reviewing this plan, the Library Board has concluded that the replacement of the Library's roof is a priority for 2025. Based on the new JLA, the Village would be responsible for 80% of the cost of this project.

On behalf of the Pewaukee Public Library Board of Directors, I would like to formally request an appropriation of \$272,819.00 from the Village of Pewaukee for the Library 2025 operating budget. This request represents a 3.92% increase as compared to 2024. As well, I would like to request 80% of the funding needed to replace the Library's shingled roof and the flat roof 2. The estimated cost of this project is \$128,650.00. Actual cost would be determined by the formal public bidding process.

Browse. Borrow. Bloom.

210 Main Street • Pewaukee, WI 53072 • 262.691.5670 • Fax: 262.691.5673

The Pewaukee Public Library Board of Trustees will continue to review this budget and may make changes based on updated expenditure and revenue information.

Thank you and please let me know if you have any further questions.

## 2025 Pewaukee Public Library Budget (approved 8.21.2024)

<b>EXPENDITURES</b>	<i>Budget</i> 2023	<i>Actual</i> 2023	<i>Actual</i> -2023	<i>Actual</i> June 30, 2024 <i>Actual</i>	<i>Budget</i> 2024	<i>Budget</i> 2025	<i>Actual</i> +/-	<i>%</i> Change
Library Salaries	636,565	627,855	-8,710	302,060	668,000	688,000	20,000	2.99%
Benefits	212,484	185,608	-26,876	113,218	213,710	223,435	9,725	4.55%
Materials Budget	125,815	125,579	-236	52,290	125,462	126,307	845	0.67%
Technology	50,040	50,059	19	35,831	44,628	45,548	920	2.06%
Mileage, Supplies, Other Expenditures	21,550	26,471	4,921	13,540	19,580	14,045	-7,505	-28.27%
Staff Development	3,000	1,761	-1,239	1,450	3,750	3,000	-750	-20.00%
Professional Services	47,129	33,146	-13,983	36,287	45,936	45,936	0	0
Library Annual Municipal Fees	4,113	5,872	1,759	1,590	7,776	3,782	-3,994	-51.36%
Building Maintenance	91,000	75,596	-15,404	43,397	89,700	93,332	3,632	4.05%
Utilities	50,887	52,930	2,043	20,650	55,013	52,930	-2,083	-3.79%
Programs	5,250	4,705	-545	2,407	5,250	5,000	-250	-4.76%
Legal	2,000	4,978	2,978	2,761	4,000	4,000	0	0.00%
Grants	0	11,774	11,774	6,857	9,038	7,763	-1,275	-14.11%
Donations	0	26,453	26,453	8,941	6,500	8,000	1,500	23.08%
Library Outlay (Fund Balance)	0	78,215	0	68,647	20,200	25,000	4,800	23.76%
<b>TOTAL EXPENDITURES</b>	<b>1,249,833</b>	<b>1,311,002</b>	<b>61,169</b>	<b>709,926</b>	<b>1,318,543</b>	<b>1,346,078</b>	<b>27,535</b>	<b>2.09%</b>

<b>REVENUES</b>	<i>Budget</i> 2023	<i>Actual</i> 2023	<i>Actual</i> -2023	<i>Actual</i> 2024	<i>Budget</i> 2024	<i>Budget</i> 2025	<i>Actual</i> +/-	<i>%</i> Change
43790 County Lib Aids	112,141	112,141	0	60,787	118,775	114,549	-4,226	-3.56%
46710 Library Fines	10,136	8,681	-1,455	4,500	7,609	8,681	1,072	14.09%
48110 Interest Income	167	1,202	1,035	598	338	9,769	9,431	2790.24%
48500-000 Donations	0	68,914	68,914	16,400	6,500	8,000	1,500	23.08%
48500-100 Misc. Revenu	5,907	7,251	1,344	4,801	6,500	8,251	1,751	26.94%
48500-200 Grants	3,101	11,774	8,673	6,038	9,038	6,763	-2,275	-25.17%
49300-000 Fund Balance Applied	0	69,015	69,015	0	20,200	25,000	4,800	23.76%
<b>SUB TOTAL</b>	<b>131,452</b>	<b>278,978</b>	<b>147,526</b>	<b>93,124</b>	<b>168,960</b>	<b>181,013</b>	<b>12,053</b>	<b>7.13%</b>

<b>MUNICIPAL CONTRIBUTIONS</b>	<i>Budget</i> 2023	<i>Actual</i> 2023	<i>Actual</i> -2023	<i>Actual</i> 2024	<i>Budget</i> 2024	<i>Budget</i> 2025	<i>Actual</i> +/-	<i>%</i> Change
City	871,795	871,795	0	523,060	896,675	892,246	-4,429	-0.49%
Village	262,744	262,744	0	131,267	262,534	272,819	10,285	3.92%
<b>TOTAL REVENUES</b>	<b>1,136,562</b>	<b>1,136,562</b>	<b>0</b>	<b>654,327</b>	<b>1,161,233</b>	<b>1,346,078</b>	<b>184,845</b>	<b>15.92%</b>

Pewaukee Public Library - 5 YR Capital Projects Plan approved 8.21.2024

Interior/Exterior	ITEM DESCRIPTION	TOTAL COST TO REPLACE	Quote Year	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET
Exterior	Parking lot - blacktop and curb replacement	\$126,292.00	2023			X		
Exterior	Roof - Flat 2	\$28,650.00	2023	X				
Exterior	Roof - Shingled	\$100,000.00	2023	X				
Interior	HVAC : Control System (Front End)	\$77,974.00	2024		X			
<b>Total</b>		<b>\$332,916.00</b>						

**PEWAUKEE PUBLIC LIBRARY  
2025 HOURS OF OPERATION**

MONDAY – THURSDAY 9 AM – 8 PM

FRIDAY 9 AM – 5 PM

SATURDAY 9 AM – 4 PM

SUMMER SATURDAY 9 AM – 1 PM (MAY 31 THROUGH AUGUST 23)

<b>2025 Holiday Closures</b>			
<b>HOLIDAY</b>	<b>DAY</b>	<b>DATE</b>	<b>NOTES</b>
<b>New Year’s Day</b>	Wednesday	January 1	
<b>Spring Staff Development Day</b>	Friday	May 2	
<b>Memorial Day Weekend</b>	Saturday	May 24	
<b>Memorial Day</b>	Monday	May 26	
<b>Independence Day</b>	Friday	July 4	
<b>Labor Day Weekend</b>	Saturday	August 30	
<b>Labor Day</b>	Monday	September 1	
<b>Day Before Thanksgiving</b>	Wednesday	November 26	Close early at 6 pm
<b>Thanksgiving Day</b>	Thursday	November 27	
<b>Thanksgiving</b>	Friday	November 28	
<b>Christmas Eve</b>	Wednesday	December 24	
<b>Christmas Day</b>	Thursday	December 25	
<b>New Year’s Eve</b>	Wednesday	December 31	
<b>New Year’s Day</b>	Thursday	January 1, 2026	

Date: 10/01/2024

QUOTE NUMBER: 27457 - Rev 1

**Elevator Repair Agreement**

**EQUIPMENT LOCATION:**

PEWAUKEE PUBLIC LIBRARY  
210 MAIN ST  
PEWAUKEE, WI 53072

**SUBMITTED TO:**

PEWAUKEE PUBLIC LIBRARY  
210 MAIN ST  
PEWAUKEE, WI 53072-3531

**ELEVATOR DESCRIPTION:**

**Elevator ID:** WI1023735

**Description:** PEWAUKEE PUBLIC LIB - ELV 1

**ATTN:**

NAN CHAMPE  
262-746-0920  
nchampe@pewaukee.lib.wi.us

---

**Type of Work: Repair**

This Repair Agreement ("**Agreement**") is proposed as of this 1st day of October, 2024 ("**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and "**Customer**": PEWAUKEE PUBLIC LIBRARY, 210 MAIN ST, PEWAUKEE, WI 53072-3531. MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**Party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

---

**Scope of Work:**

**MEI is providing this proposal to perform the following work:**

MEI mechanic noted some oil film on both hydraulic pistons due to jack packing not sealing properly. He is recommending the replacement of the packings on both pistons to prevent sealing failure. All parts and labor are included for this repair.

**Packing Replacement**

- MEI will remove and replace the damaged/ leaking packing assembly. While replacing the packing assembly MEI will check the surface of the hydraulic piston for any scratches, nicks or burrs that may cause damage to the new seals. MEI will provide an additional proposal for any damaged areas that are detected. Repairs to the piston or packing gland/jack head are not included in this proposal.

NOTE: This is a full day repair and the elevator will be out of service the majority of the day between 7:30am and 4pm while the repair is taking place.

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

- **Asbestos:** In accordance with OSHA requirements, Customer shall inform MEI and its employees who will perform work activities in areas which contain ACM and/or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that MEI's work area at all times meets applicable OSHA permissible exposure limits (PEL's). Notwithstanding anything contained to the contrary within this bid or contract: (a) MEI's work shall not include any abatement or disturbance of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM); (b) Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from MEI's scope of work without an applicable change order to reflect the additional costs and time; (c) MEI shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed, and the time period specified in the bid or contract for MEI to complete its work shall be extended until the same is abated; and (d) Any asbestos removal or abatement, or delays caused by such, required in order for MEI to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, Customer shall provide documentation that the asbestos has been abated from the MEI work area and air clearance reports shall be made available upon request prior to the start of MEI's work.

---

**Price:**

**\$6,239.00**

Customer shall pay to MEI the amount of: **\$6,239.00** for the work performed per the Scope of Work as specified in Section 1 of this Agreement. The Fee is inclusive of any applicable sales tax at an estimated rate per the information provided by Customer at the time of Proposal. Any changes to tax rates due to circumstances beyond the control of MEI will remain the responsibility of Customer. The pricing in this Agreement is only valid for 45 days from the Effective Date listed above.

Date: 10/01/2024

QUOTE NUMBER: 27457 - Rev 1

**Payment Terms:**

- Due upon completion; Net 30 days

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

**Agreement Terms**

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

**Acceptance of Proposal**

**IN WITNESS WHEREOF**, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

**(CUSTOMER)**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Customer Purchase Order: \_\_\_\_\_

Principal, Owner or Authorized Representative or Owner

Accepted by:

**MEI Total Elevator Solutions**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Derek Zwart

Title: Account Manager

Phone: 262-327-8012

Email: derek.zwart@meiusa.com



# MEI

TOTAL ELEVATOR SOLUTIONS

Milwaukee Office  
N50 W13740 Overview Dr Suite C  
Menomonee Falls, WI 53051  
Phone: (888) 281-4062  
www.meiusa.com

Date: 10/01/2024

QUOTE NUMBER: 27457 - Rev 1

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

Date: 10/01/2024

QUOTE NUMBER: 27457 - Rev 1

### MEI TERMS AND CONDITIONS ("T&C")

**1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

**2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

**3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

**4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

**5. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

Date: 10/01/2024

QUOTE NUMBER: 27457 - Rev 1

**6. Default.** An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

**7. Remedies.** Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

**8. Assignment.** MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

**9. Governing Law; Venue.** The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

**10. Force Majeure.** MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

**11. Waiver of Jury Trial.** Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

**12. General Provisions.** The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

# Library Board Appointments and Composition

# 18

In Wisconsin, as in most states, citizen boards govern public libraries. Citizen governance partially isolates the operation of the library from political pressure—an important concern especially in the development of your library’s collection and policies. Public library collections and policies have traditionally supported the ideals of freedom of expression and inquiry—free from any partisan or political pressures. Citizen control helps your library support these ideals. (For more information, see [Trustee Essential #22: Freedom of Expression and Inquiry](#).)

## Diversity of Viewpoint and Expertise

Another traditional public library ideal is that the library serves *all* members of the community equitably. A citizen board representing a cross section of the community should help your library do that. A library board composed of members with varying backgrounds and perspectives can contribute to the success of the library. For example, the school district administrator (or administrator’s designee) brings expertise in the field of education and often in the field of personnel management practice. A lawyer, a businessperson, a parent, an elected official, and many others, all have knowledge and experience that can contribute to effective library board decision-making.

It is appropriate for the library board to suggest potential appointees to fill upcoming vacancies on the library board. When developing lists of candidates for appointment, keep in mind the importance of having a board that is representative of the entire community and any special need for added expertise on the library board. See also [Trustee Essential #1: The Trustee Job Description](#) for additional qualities of a good library board member.

## Statutory Requirements

The appointment, composition, and terms of office for all types of library boards in Wisconsin (municipal, joint, county, and system) must be in accordance with Chapter 43 of the Wisconsin Statutes. To qualify for membership in a library system, your library must have a legally appointed and constituted library board that exercises the statutorily required duties and powers. (See also [Trustee Essential #2: Who Runs the Library](#) and [Trustee Essential #17: Membership in the Library System](#).)

### In This Trustee Essential

- Why citizen boards control public libraries in Wisconsin
- The legally required procedures for appointment of library board members
- The legally required composition of library boards

## Municipal Library Boards

The mayor, village president, town chair, or tribal chair makes appointments to a municipal<sup>2</sup> public library board, with the approval of the municipal governing body, for three-year terms. Not more than two board members may reside outside of the municipality. Terms of office for library trustees begin on the date set by local ordinance (usually May 1) and are for three years unless the appointment is to fill an unexpired term. Special terms of office apply for a newly formed library (see Wisconsin Statutes Section [43.54\(1\)\(b\)](#)), and when a city council has voted to reduce the size of the board under Section [43.54\(3\)](#).

One of the members must be a school district administrator or the administrator's representative, to represent the public school district(s) in which the public library is located. The school district administrator or the administrator's designee must still be formally appointed for a three-year term by the mayor, village president, town chair, or tribal chair, with the approval of the municipal governing body.

Although the law does not require that a member of the municipal governing body be appointed, this is a frequent practice and one that often improves communication between the library board and the municipality. The law does, however, specify that at any one time not more than one member of the municipal governing body can be a member of the library board.

If a board member leaves office before the expiration of his or her term, the appointment to fill the position is made in the same way as other appointments, but the term of office is for the unexpired portion of the term (which will be less than three years).

If a county (or another municipality) provides financial support to your library, it may have the option of appointing members to your board. Wisconsin Statutes Section [43.60\(3\)](#) provides that whenever a county (or another municipality) appropriates funds for a municipal library equaling at least one-sixth of the amount appropriated by the establishing municipality, the county (or other municipality) may appoint a library board member to serve in addition to those appointed by the municipality. Two board members may be appointed when the county (or another municipality) appropriates at least one-third the amount that was appropriated by the establishing municipality. These appointments are *in addition* to the municipal appointments. So, for example, if your board has seven municipal appointments, and the county appoints one member under the provisions of Section [43.60\(3\)](#), your board would have a total of eight members.

### Village, Town, and Tribal Libraries

Library boards established by a village, town, tribal government or tribal association have either five or seven members appointed by the village president, town chair, or tribal chair, respectively, with the approval of the municipal governing body.

---

<sup>2</sup> For purposes of Wisconsin library law, tribal governments and tribal associations are considered "municipalities." Public libraries in a First Class City have special rules for the appointing authority and for library board composition (see Section [43.54\(am\)](#)).

## Fourth Class Cities

Library boards established by a Fourth Class City have seven members appointed by the mayor, with approval of the city council.

## Second and Third Class Cities

Library boards established by a Second or Third Class City have nine members appointed by the mayor, with approval of the city council. However, the city council may, by a two-thirds vote, reduce the number appointed by the mayor to seven.

## First Class Cities

Library boards established by a First Class City have special rules for appointing authority and library board composition (see Wisconsin Statutes Section [43.54\(1\)\(am\)](#)).

## Joint Library Boards

A joint public library can be established by two or more municipalities or a county and one or more municipalities located in whole or in part in the county, by appropriate agreement of their governing bodies. The library board of a joint library has seven to eleven members, and the composition of the board must be representative of the participants in the joint library. The joint library agreement must spell out the number of representatives for each participant. The head of each participating governing body appoints board members. The rules discussed above regarding length of terms, unexpired terms, and school district representation also apply to joint library boards.

## County Library Boards

In counties with a consolidated county public library, the county board chair, with the approval of the county board, appoints a seven-member or nine-member county library board. In counties with a county library service, the county board chair, with the approval of the county board, appoints a seven-member county library board. Both types of county library boards must have at least one, but not more than two, county board members. In addition, the board must include at least one school district administrator (or that school district administrator's designee) of a school district located in whole or in part in the county.

The board of a county library *service* must also include representatives of municipal library boards of libraries in the county and also persons residing in municipalities not served by municipal libraries.

The same rules discussed above regarding length of terms and filling unexpired terms also apply to county library boards.

## **Federated Public Library System Boards for a Single-County Library System**

In a single-county library system, a seven-member board is appointed by the county executive or the county board chair (in counties without a county executive) and approved by the county board. Board terms are three years. At least three members of the system board, at the time of their appointment, shall be active voting members of library boards governing public libraries of participating municipalities, and at least one of these shall be a member of the library board governing the resource library. At least one but not more than two members of the county board shall be members of the system board at any one time. No current employee of a member public library may serve on the board. Board terms begin on January 1. If a board member leaves office before expiration of term, the appointment to fill the position is made in the same way as other appointments, but the term of office is for the unexpired portion of the term (which will be less than three years).

## **Federated Public Library System Boards for a Multi-County Library System**

In a multicounty federated public library system (a federated library system whose territory lies within 2 or more counties), the system board consists of a minimum of 11 but no more than 20 members. However, the board may consist of more than 20 members if the county boards, acting jointly, determine that each county in the system shall be represented by at least two members on the system board (see Wisconsin Statutes Section [43.19](#) for more on federated public library systems).

Members are nominated by the county executive or the county board chair (in counties without a county executive) in each county in the system and approved by each county board. Board terms are three years. Appointments must be as closely proportionate to the populations of the respective counties as practical, but each county shall be represented by at least one member on the system board. Each county board may appoint one county board member to the system board. At least one of the appointees shall be a member of the library board governing the resource library. No current employee of a member public library may be appointed to the board. Board terms begin on January 1. If a board member leaves office before the expiration of his or her term, the appointment to fill the position is made in the same way as other appointments, but the term of office is for the unexpired portion of the term (which will be less than three years).

## **Discussion Questions**

1. What are possible reasons why the statutes provide for a school district representative on the library board?
2. What are possible reasons why the statutes limit board membership to one elected official from the governing body?

3. What groups (demographic, occupational, etc.) are currently represented on the library board? When board positions become vacant, what community groups could be looked to for possible candidates?

## Sources of Additional Information

- Your library system staff (See [Trustee Tool B: Library System Map and Contact Information.](#))
- Division for Libraries and Technology staff (See [Trustee Tool C: Division for Libraries and Technology Contact Information.](#))

*Trustee Essentials: A Handbook for Wisconsin Public Library Trustees* was prepared by the DLT with the assistance of the Trustee Handbook Revision Task Force.

© 2002, 2012, 2015, 2016  
Wisconsin Department of Public Instruction.  
Duplication and distribution for not-for-profit purposes are permitted with this copyright notice. This publication is also available online at <http://dpi.wi.gov/pld/boards-directors/trustee-essentials-handbook>