

12.01 JOINT LIBRARY BOARD ESTABLISHED

There is hereby created a Board known as the Village of Pewaukee-City of Pewaukee Joint Library Board. The Joint Library Board is created through an Intergovernmental Agreement authorized under § 43.53 and § 66.0301, Wis. Stats. between the Village of Pewaukee and City of Pewaukee for the operation of a Joint Library. Provisions of the Joint Library Agreement not specifically referenced within this Chapter are incorporated by reference.

12.02 MEMBERSHIP

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 of 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.

12.03 TERMS OF JOINT LIBRARY BOARD

(1) INITIAL TERM. 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.

(2) SUBSEQUENT TERMS. Following the initial appointments, the terms of all the Joint Board Members shall be for three (3) years from May 1 of the year of appointment.

(3) VACANCIES. Vacancies on the Joint Library Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

12.04 GENERAL OPERATION OF THE JOINT LIBRARY BOARD

(1) OFFICERS. 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 and may be re-nominated and re-elected, but may not serve 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 the 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) MINUTES. The Board shall keep a written record of its proceedings, to include all actions taken, a copy of which shall be provided to the Pewaukee Village Clerk and the Pewaukee City Clerk not more than ten (10) days following each meeting.

12.05 DUTIES AND RESPONSIBILITIES OF THE JOINT LIBRARY BOARD

The Joint Library Board shall operate under the authority of Section 43.58, Wis. Stats. and shall have all the powers and duties set forth in that statute. Within ninety (90) days of its organization, the Board shall 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 Board shall plan for, implement and manage all library services, programs and activities for the Village of Pewaukee and City of Pewaukee, including the following:

(1) **BUDGETING.** Each year the Joint Library Board 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, attorneys 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 § 65.90, Wis. Stats., 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 Joint Library Board shall make recommendations to the Pewaukee Village Board and Pewaukee Common Council on the purchase, lease, sale or exchange of land, facilities or equipment necessary to implement and provide services. The Joint Library Board shall advise the Pewaukee Village Board and Pewaukee Common Council of methods and opportunities for funding library services.

(2) **CONTRACTS AND AGREEMENTS.** 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.

(3) **APPOINTMENT OF LIBRARIAN.** 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.

(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 the library as of this date and upon execution of this Agreement by both Boards, these assets will be under the control of the Joint Library Board.

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 exemption 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) **FISCAL AGENT.** 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 Joint 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.

12.06 FUNDING

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 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.