



## Special Village Board Meeting Agenda

**September 26, 2024**

**4:00PM**

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

### **To view the meeting live:**

[https://www.youtube.com/live/do3S7G\\_c1sw?si=dRHpQi52GBdbtk9](https://www.youtube.com/live/do3S7G_c1sw?si=dRHpQi52GBdbtk9)

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. New Business
  - a. Discussion and possible action on the Access, Donation and Maintenance Agreement between the Village and Bell Tower Memorial, Inc.
3. Closed Session. – The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding the Joint Library Agreement with the City of Pewaukee.
4. Reconvene Into Open Session.
  - a. Possible action on Joint Library Agreement with the City of Pewaukee
  - b. Discussion and possible action on Resolution 2024-14, a resolution committing to the required funding for the Pewaukee Public Library and requesting exemption from the 2024 Waukesha County Library Tax Levy for 2025 purposes.
5. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted September 23, 2024



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: September 23, 2024

Re: September 26 Meeting Agenda Item 2(a)  
Discussion and possible action on the Access, Donation and Maintenance Agreement  
between the Village and Bell Tower Memorial, Inc.

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### **BACKGROUND**

Parks and Recreation Director Nick Phalin approached the Board at its September 17, 2024 meeting with a recommendation from the Parks and Recreation Board regarding the Bell Tower Memorial Project.

### **ACTION REQUESTED**

The action requested of the Village Board is to approve a motion directing staff/the Village Attorney to draft an extension and/or addendum to the previous agreement.

### **ANALYSIS**

During this discussion at the September 17 Village Board meeting the Board was cautioned by Attorney Gralinski that the agreement needed to be reviewed before they had any formal action on it.

After the meeting staff reviewed the agreement and noted a clause that the agreement would automatically expire if construction had not commenced within two years. The agreement was dated in May of 2022 and construction has not begun leading staff to conclude the agreement was in fact expired.

### **Attachments:**

An Access, Donation and Maintenance Agreement between the Village of Pewaukee and Bell Tower Memorial, Inc.

**Proposed Access, Donation and Maintenance Agreement**  
**for Bell Tower Memorial within Kiwanis Village Park**  
**2-18-2022**

This Access, Donation and Maintenance Agreement, hereinafter referred to as the Agreement is made and **entered into this 5<sup>th</sup> day of May, 2022**, (the "Commencement Date"), by and between the **Village of Pewaukee**, a municipal corporation of the State of Wisconsin (the "Village"), and the **Bell Tower Memorial, Inc.** a Wisconsin not-for-profit organization (hereinafter referred to as the "Donor").

WHEREAS, the Village is the owner of Kiwanis Park which lies within the corporate limits of the Village; and,

WHEREAS, the Donor is a non-stock corporation which is engaged in organizing, funding and constructing a bell tower and related improvements to provide for a veteran's memorial in the Village of Pewaukee; and,

WHEREAS, the Village and the Donor are desirous of entering into an agreement which would allow for the construction donation operation and maintenance of the bell tower memorial

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Village and the Donor do hereby covenant and agree as follows:

- 1. Premises.** The Village does hereby consent to provide access to the Donor its contractors and assigns to that portion of Kiwanis Village Park as is designated in the attached site plan which is attached hereto and incorporated herein and marked Exhibit A (the "Premises"). Said access shall be for the purpose of the initial construction and ongoing maintenance of a Veterans Memorial which design and improvements are more specifically described in the attached site plan Exhibit A.
- 2. Term.** The Donor shall have the right to access the areas noted on the site plan Exhibit A for the purposes of the initial construction of the Veterans Memorial and associated improvements set forth in the site plan Exhibit A. Upon completion of the Veterans Memorial the Donor shall donate the improvements to the Village at which time said improvements shall become the property of the Village. The Village's acceptance of the improvements shall be contingent upon there being completed in accordance with the site plan and any applicable building codes. It shall further be contingent upon the Village being provided with lien waivers from all contractors and material suppliers associated with the construction noting that they have been paid in full and are waiving any construction liens to which they might otherwise be entitled. Following the donation the Donor shall have the right to enter the Premises for purposes of performing the ongoing responsibilities of the Donor including but not limited to the maintenance of the Premises. The rights of the Donor to access the Premises shall continue in perpetuity provided that the Donor has remained in compliance with the terms of this Agreement. The duration of

this Agreement is for one calendar year, commencing upon the date of its execution by each party and automatically renewing each year provided that the Donor is not in default under this Agreement and that this Agreement has not been terminated as provided for hereunder. Either party may terminate this Agreement at any time upon written notice to the other party of not less than 60 days.

3. This license shall not be construed as the granting of any easement or other property rights beyond the ability to access the premises. The consideration for the license and the access rights attendant thereto shall be the completion of the donation and the ongoing maintenance provided for hereunder.
4. **Condition of Premises.** No representation, statement or warranty, express or implied, has been made by or on behalf of the Village as to the condition of the Premises, or as to the use that may be made of the Premises.
6. **Licenses.** The Donor shall obtain, pay for and keep current, all permits and licenses which are necessary for the operations contemplated herein and covenants not to violate any of the terms thereof, and agrees to hold the Village harmless from any costs resulting from failure by it to comply therewith.
7. **Use of Premises; Improvements; Non-Discrimination.**
  - A. **Use.** The Premises shall be used and occupied by the Donor primarily for the purpose of constructing an area designated as the Bell Tower Memorial contained within the Village of Pewaukee Kiwanis Village Park. It is expressly understood and agreed that the Donor may, subject to compliance with applicable laws, regulations, and ordinances, solicit donations for the construction of the Premises. Notwithstanding the foregoing, at no time shall Donor use the Premises or permit the Premises to be used in such a way as to render the property taxable or which in any way violates the statutes, ordinances or rules of any governmental entity with jurisdiction. In addition, the Donor agrees to coordinate the timing of construction with the Village to minimize interference with Park and Recreation Programming.
  - B. **Prohibited Activities.** The Donor shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or the Land, or do or permit anything to be done on the Premises or the Land, in any manner (i) which causes Donor to lose its status as a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code; (ii) which results in or generates tax liability to the property; (iii) which causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (iv) which constitutes a violation of the laws and requirements of any public authorities or the requirements of insurance bodies; or (v) which impairs or tends to impair the proper economic maintenance, operation and repair of the Premises and/or its equipment, facilities or systems.
  - C. **Improvements.** Donor may, at its own expense, construct and install improvements on the Premises to carry out its purposes and use thereof, provided that such work shall

first be approved by the Village. Such improvements would include electrical service to the Premises. Any permanent structures or improvements installed by the Donor shall become property of the Village and shall remain on the Premises, while any non-permanent improvements shall remain property of the Donor and shall be removed promptly.

- D. **Non-Discrimination.** Neither Village nor Donor shall discriminate against any employee, applicant for employment, customer, visitor, or the like, because of race, color, national origin, age, gender, or handicap.

8. **Construction, Repairs and Maintenance.**

- A. **Donor Obligations.** The Donor agrees to construct and then install and donate and maintain at its sole expense the improvements identified on the site plan Exhibit A on the Premises. Said improvements shall include but not be limited to the following:
- i)** The bell and associated bell tower
  - ii)** Bricks, flag poles and flags.
  - iii)** Lighting for the flags and four bollards containing lighting along the pathway to the memorial
  - iv)** Pathway to the memorial and the memorial area consisting of crushed granite
  - v)** Electric service to the lighting noted herein
  - vi)** Movement of the two existing memorial trees to locations approved by the Village
  - vii)** Perennial planting as per Exhibit A
  - viii)** Signage identifying the memorial

Donor shall not cause or permit any waste, damage or injury to the Premises. Donor, at its sole expense, shall keep the Premises clean and in good condition. The Donor agrees for the duration of its legal existence or until notice is given to the Village as provided for hereunder to maintain the improvements which it has constructed for the memorial with the exception of vandalism or casualty damage which shall be the responsibility of the Village to repair. The Donor agrees to give the Village not less than one year's notice of its intention to dissolve or otherwise terminate its ongoing maintenance responsibilities. Notwithstanding the foregoing the Donor agrees to perform the maintenance responsibilities as provided for herein for not less than five (5) years from the date of this Agreement.

- B. **Village Obligations.** The Village shall at its cost and expense: (i) make all maintenance, repair, of concrete areas adjacent to or leading to the Premises; and (ii) maintain the park surrounding the Premises. The Village agrees to install a pond aerator in the adjacent pond so as to improve the area around the proposed memorial. The Village shall be responsible for payment of any ongoing energy charges for the lighting related to the memorial, as well as any utilities charge for water to maintain the perennial planting as per Exhibit A.

9. **Indemnification & Liability.** Each party shall hold the other harmless from all loss and damage occasioned by the negligent use or maintenance of the Premises or by any nuisance

made or suffered on the Premises, to the extent that each is responsible therefore whether pursuant to its obligations hereunder, or as a result of any negligent or intentional act by such party, its servants, agents, employees, licensees or invitees. Notwithstanding the foregoing, under no circumstances shall the Village, nor any agent or employee of the Village, be liable for (a) loss of or damage to any property of the Donor, (b) loss of or damage to any property of the Donor or of any other person by theft or otherwise.

Notwithstanding the foregoing nothing contained within this agreement is intended to be a waiver or estoppel of the Village or its insurer's right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

The Donor agrees that it shall indemnify and hold harmless the Village its officers, agents and assigns as and against any and all claims, demands, actions, causes of action, costs or expenses including actual attorney fees which may arise from the construction of the improvements to be donated to the Village. The Donor agrees that it shall require as part of any construction contract for the erection of the improvements that said contractor and any subcontractors shall carry liability insurance coverage, auto coverage and workers compensation coverage with limits acceptable to the Village issued by insurers authorized to do business in the State of Wisconsin and that as to liability insurance coverage the Village shall be named as an additional insured on a primary and noncontributory basis. The Donor further agrees to be responsible for the improvements that are being constructed as part of the memorial and any damage, theft or vandalism related thereto until the improvements have been accepted by the Village.

The Donor agrees to require that its contractors or subcontractors constructing the improvements to be donated herein shall complete the improvements in conformance with all applicable building codes, to appropriately guard and protect the construction site so as not to allow access to passersby. The Donor shall further require that any contractors or subcontractors shall be responsible for the cost of any damage done to Village infrastructure during the course of construction.

**10. Assignment Subletting and Mortgages.** Donor shall not assign nor sublet the whole or any part of the Premises without the Village's prior written consent in each instance, which consent may be withheld at the sole discretion of Village.

**11. Insurance.**

A. **Insurance.** During construction, Donor shall ensure at its sole expense that there are appropriate levels of builder's risk coverage. Donor agrees to include the Village as an additional insured on a primary and noncontributory basis as to Donor's commercial general liability insurance policy.

**12. Compliance with Laws.** The Donor shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Land and the Premises now in force or which hereafter may be in force.

**13. Fire or Casualty.** In the event the Premises are partially or totally destroyed by fire or other casualty, this Agreement shall immediately terminate with no continuing obligations on the part of either party.

**14. Eminent Domain.** In case all or part of the Premises is taken by the exercise of the power of eminent domain or similar authority by whatever name called, then this Agreement shall immediately terminate with no continuing obligations on the part of either party. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of the Village without any participation by the Donor.

**15. Access to Premises.**

**A. Inspection.** The Village shall have the right to enter upon the Premises at any time for the purpose of maintaining the Premises and/or inspecting the same for compliance with this Agreement.

**B. Public Access.** The general public will be prohibited from accessing the Premises during the construction phase of the development. Said area will be fenced off at the Donor's sole expense.

**C. Donor's Use of Park.** Donor, and its contractors, volunteers and guests may access the Premises by foot through the park area surrounding the Premises. Any additional use of the park facilities located outside the Premises by Donor is subject to Donor's receiving a permit for such use from the Village to the extent a permit is required by the Village's ordinances, procedures or policies applicable to all other persons or entities using park facilities within the Village of Pewaukee. In addition, if required by the Village's ordinances, procedures, or policies applicable to all other persons or entities using park facilities within the Village of Pewaukee, the Donor's use of the park facilities located outside the Premises is subject to receipt by Donor of the approval of the Village's Park & Rec Department, which approval will not be unreasonably withheld.

**D.** At the conclusion of construction of the Bell Tower Memorial, the "Premises" shall be donated to the Village of Pewaukee. The Bell Tower Memorial Board will, consistent with and pursuant to Paragraph 8,A, for a period of not less than 5 years from the date of this Agreement, continue to manage the sale and maintenance of the memorial bricks, the 7-flag court including replacing flags, and the raising and lowering of the flags when warranted, maintenance of the tower, bell, bollards and other lighting and all annual plantings within the "Premises" and the pathway leading thereto from the parking area. The Donor will have access to the water spigot located at the Kiwanis Village Park Pavilion for use in watering the perennial plantings in the memorial. The responsibility for watering the perennial plantings remains with the Donor. The mowing of grass around the "Premises" will be the responsibility of the Village.

**E. Exchange of Memorial Bricks.** After the "Premises" have been donated to the Village, the Donor, subject to approval from the Village, shall be allowed to exchange memorial

bricks for existing bricks in the pathway and memorial as described in the attached Site Plan, Exhibit A. A minimum of 50 bricks to be exchanged is required for Donor to seek approval from the Village to conduct any exchange.

**16. Default.**

- A. **Donor's Default:** This Agreement is subject to the condition that: (i) if Donor shall default in the performance in any of its obligation hereunder, and if such default shall continue for ten (10) days after written notice from the Village designating such default, then the Village lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter declare this Agreement terminated and the Term ended and may exercise all remedies available under Wisconsin Law.
- B. **Village's Default.** If the Village defaults in the performance or observance of any agreement or condition contained in this Agreement to be performed. or observed by it and does not cure such default within a reasonable time under the circumstances, but in no event more than thirty (30) days after notice in writing from Donor specifying the default (or does not commence such cure within said period and thereafter prosecute same to completion with due diligence), then Donor may, as its sole available remedy, terminate this Agreement and vacate the premises without further obligations hereunder.

**17. Attorney Fees.** The Village and the Donor shall be entitled to reasonable attorneys' fees in the event that either of them shall retain an attorney to enforce the provisions of this Agreement or because of the breach of any other covenant herein contained on the part of the other party to be performed.

**18. Quiet Enjoyment.** The Village hereby warrants that it has full authority to execute this Agreement and agrees that the Donor , upon performing the covenants and conditions of this Agreement, shall quietly have, hold and enjoy the Premises during the Term hereof, subject to the terms of this Agreement and all existing easements, restrictions and covenants of record.

**19. Entire Agreement.** Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the Village and the Donor unless reduced to writing and signed. Submission of this Agreement for examination does not constitute an option for the Land and becomes effective only upon execution and delivery thereof by the Village to the Donor.

**20. No Waiver.** No waiver of default hereunder shall be implied from any omission by a party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.



**21. Partial Invalidity.** The invalidity or unenforceability of any provision hereof in particular instance shall not affect or impair any other provisions or that provision in other instances.

**22. Notices:** Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by **United States registered or certified mail, overnight delivery service or personal service** directed to the other party at the address designated below, or such other address as either party may designate by notice given from time to time in accordance with this Paragraph.

Notices shall be effective when received by the designated party.

Notice to the Village and the Donor shall be as follows:

**Village:** Village of Pewaukee  
Attn: Village of Pewaukee Administrator  
235 Hickory Street  
Pewaukee, WI 53072

**Donor:** Bell Tower Memorial, Inc.  
Attn: Jean Miller, Secretary/Treasurer  
PO Box 681  
Pewaukee, WI 53072

**23. No Mechanic's Liens.** The Donor shall not allow any mechanic's or materialmen's liens to stand against the Land or the Premises relating to work performed at the request of the Donor. In the event that such a lien is imposed the Donor agrees to promptly pay the outstanding fees and see to it that the lien is discharged. In the event that the lien is not discharged the Donor agrees to indemnify the Village against any costs or expenses it may incur to satisfy the lien including its actual attorney fees. All work shall be done in a good and workmanlike manner employing materials of good quality by licensed contractors and subcontractors.

**24. Performance.** In the event the Village or the Donor fails to perform any of its obligations or pay any amounts that is its responsibility to perform or pay hereunder, the other party shall be permitted, but shall not be obligated, to perform or pay the same and bill the party who failed to perform or pay. The nonperforming party shall reimburse the other party upon demand.

**25. Force Majeure.** The Village shall be excused for the period of any delay in the performance of any obligations here under, when prevented from so doing by cause or causes beyond the Village's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, inability to obtain any material services or financing or through acts of God.

**26. Headings.** The headings of the several Paragraphs contained herein are for convenience only and do not affect or impair any other provision.

**27. Governing Law.** This Agreement shall be interpreted and governed under the laws of the State of Wisconsin and Waukesha County shall be the forum for any litigation hereunder.

**28. Binding Effect.** The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

**30. Miscellaneous Matters.**

a. The Donor agrees that the Village shall be entitled to have the right to appoint an ex-officio member to the board of the Donor for so long as this Agreement shall remain in existence.

b. The parties acknowledge that the parties signing this Agreement have been duly authorized by action of their respective governing bodies to execute this Agreement.

c. The parties agree that if construction is not commenced on the improvements to be donated under this Agreement within two years of its execution that this Agreement shall be considered null and void.

**In Witness Whereof**, the parties hereto have caused these presents to be duly executed on the date first above written.

Village:  
Village of Pewaukee

By:   
Jeff Knutson, Village President

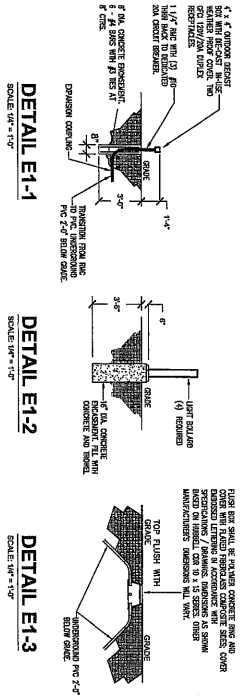
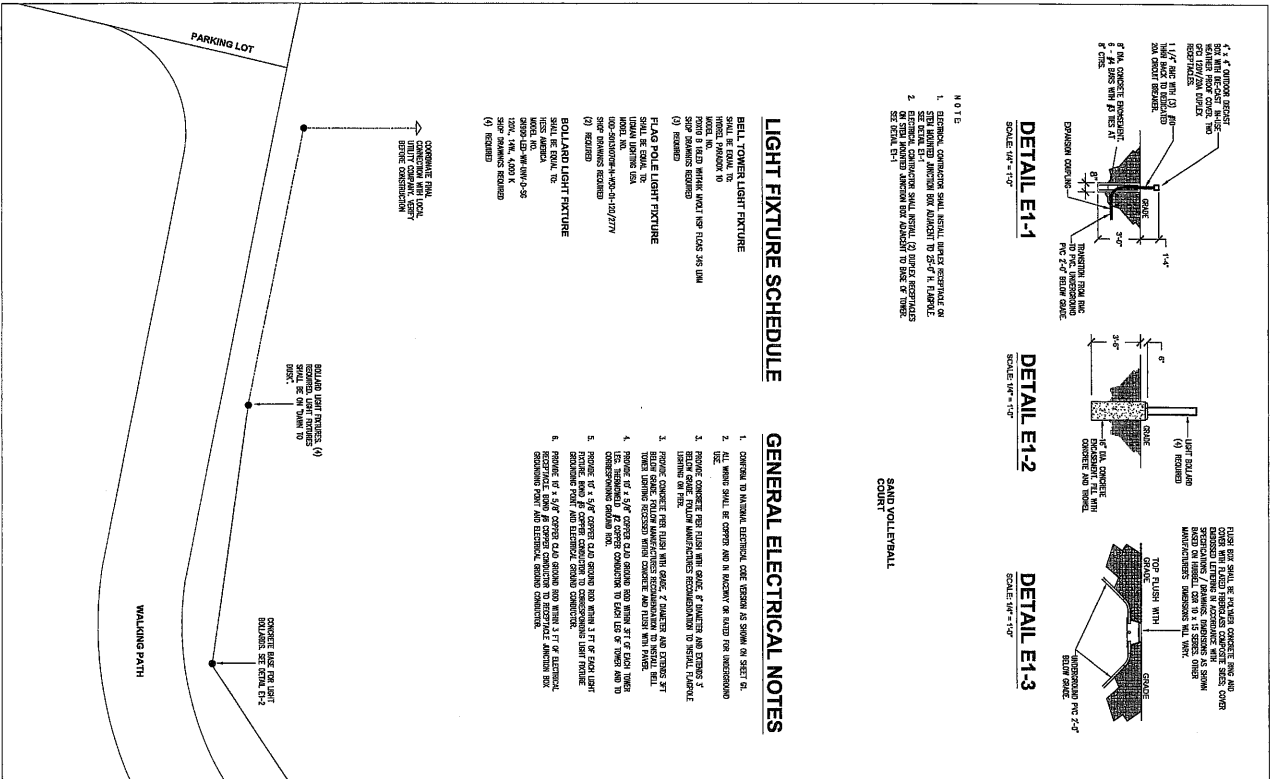
Attest:   
Cassie Smith, Village Clerk

Bell Tower Memorial, Inc.

By: 







**LIGHT FIXTURE SCHEDULE**

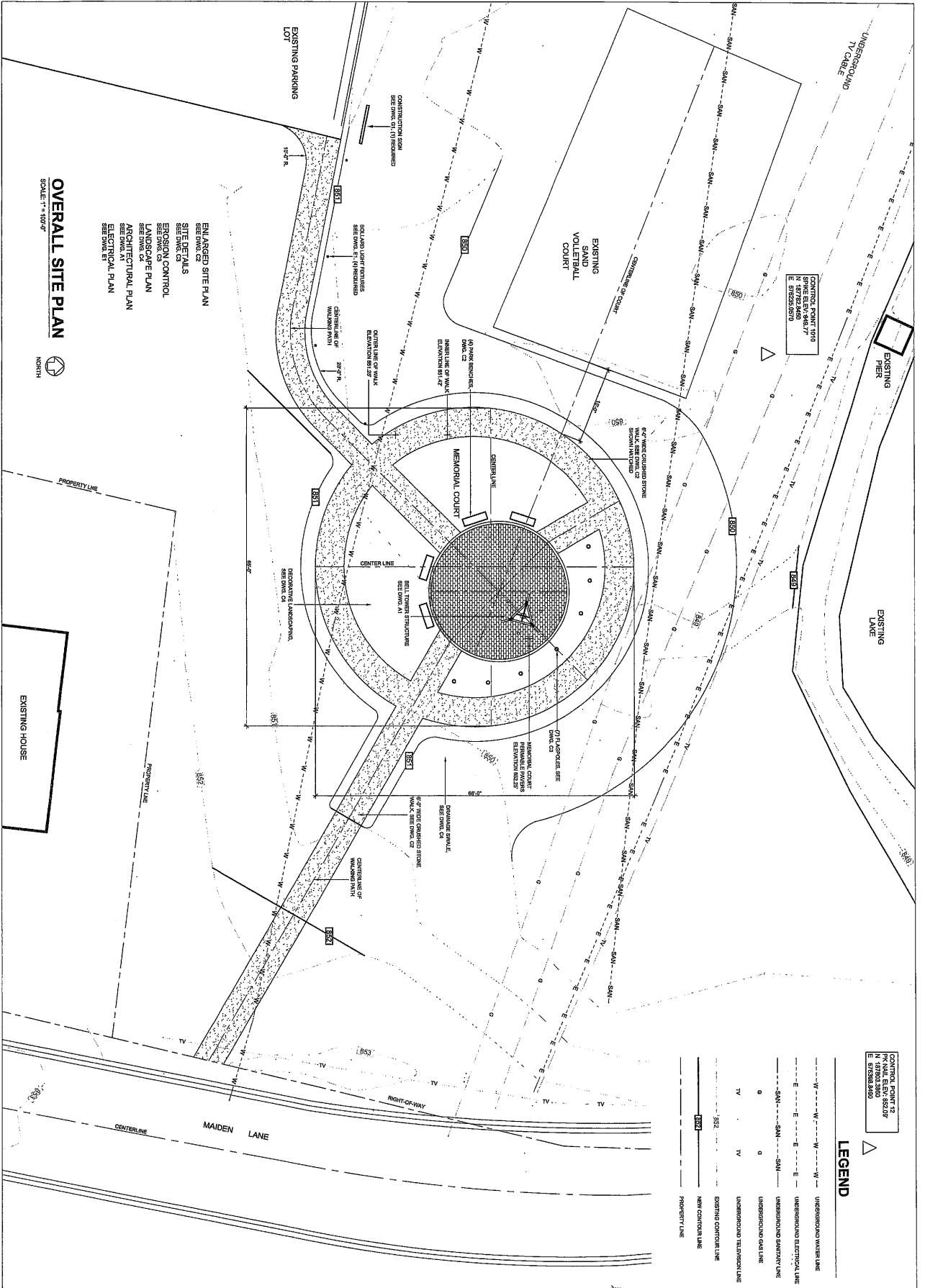
- BELL TOWER LIGHT FIXTURE**
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- BOLLARD LIGHT FIXTURE**
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**GENERAL ELECTRICAL NOTES**

- CONFORM TO NATIONAL ELECTRICAL CODE VERSION AS SHOWN ON SHEET.
- ALL WIRING SHALL BE CONFORM AND IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
- PROVIDE CONCRETE FOR RUST WITH SPECIFIC WEIGHT AND STRENGTH AS NOTED ON SHEET.
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**PARTIAL SITE PLAN**  
SCALE: 1/8" = 1'-0"

	NEW EXTERIOR DESIGN FOR: KIWANIS VILLAGE PARK 325 CAPITOL DRIVE PEWAUKEE, WISCONSIN 53072	Poeping, Stone, Bach & Associates, Inc. 100 S. 54th Street Oakley, IL 62306 Ph. 217.223.4605	Designated <b>DRP</b> Drawn <b>DRP</b> Checked <b>DRP</b>	Date <b>5/12/2022</b> Scale <b>NOTED</b> Project No. <b>A-22-016</b>	DATE DESCRIPTION DATE DESCRIPTION DATE DESCRIPTION DATE DESCRIPTION	
	ELECTRICAL LIGHTING PLAN	SHEET 7 OF 7 SHEETS	TOLL FREE: 877.423.4605 FAX: 217.223.1546 WWW.PS&A.COM	Project No. <b>A-22-016</b>	DATE DESCRIPTION DATE DESCRIPTION DATE DESCRIPTION	
	PROJECT NO.	SHEET NO.	DATE	SCALE	PROJECT NO.	DATE DESCRIPTION
	PROJECT NO.	SHEET NO.	DATE	SCALE	PROJECT NO.	DATE DESCRIPTION



**OVERALL SITE PLAN**  
 SCALE: 1" = 100'  
 NORTH

ENLARGED SITE PLAN  
 SEE DWG. C2  
 SITE DETAILS  
 SEE DWG. C3  
 EROSION CONTROL  
 LANDSCAPE PLAN  
 ARCHITECTURAL PLAN  
 ELECTRICAL PLAN  
 SEE DWG. C4

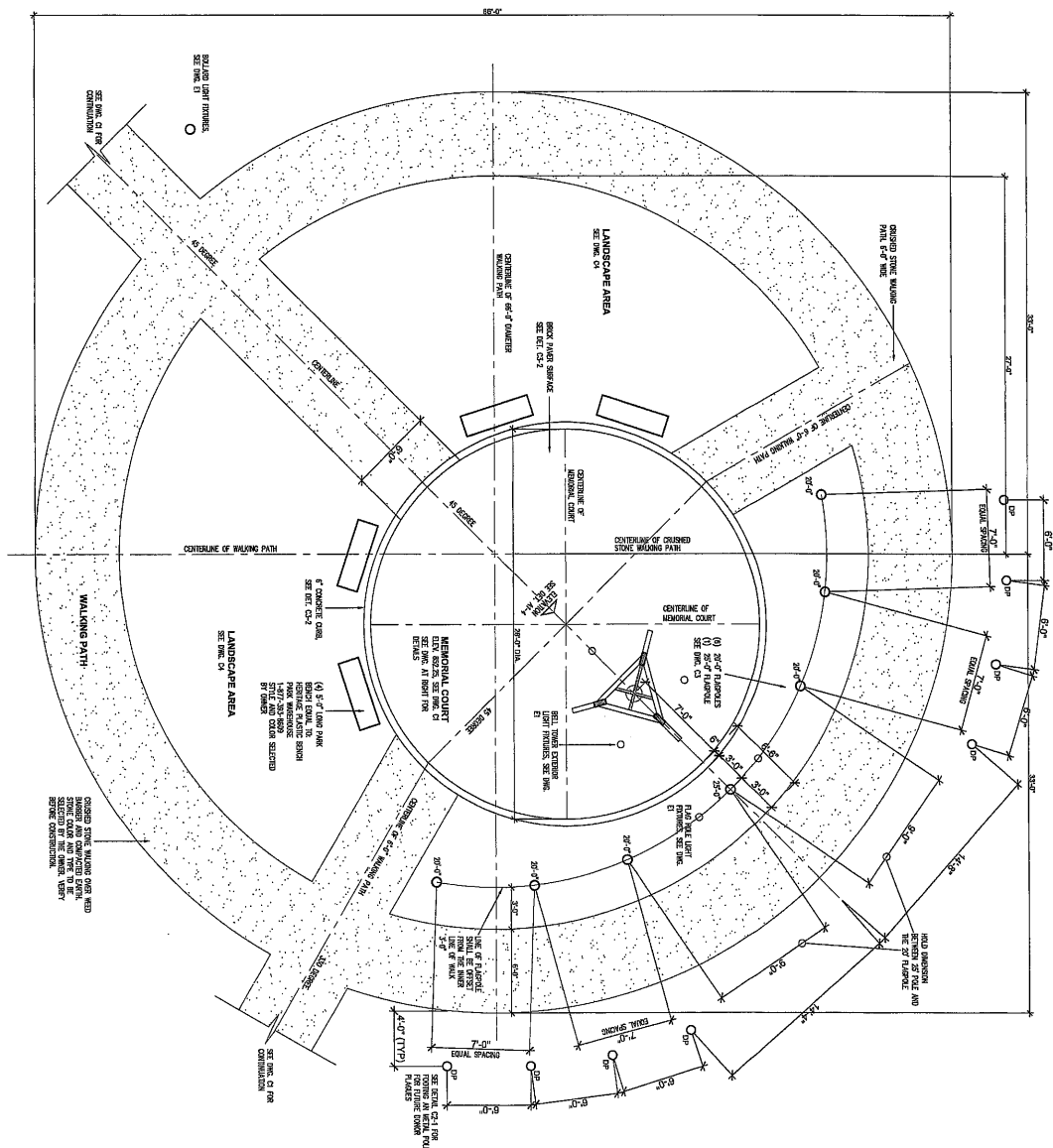
CONTROL POINT 10  
 N 47825.500  
 E 67825.000

CONTROL POINT 12  
 N 47830.500  
 E 67830.000

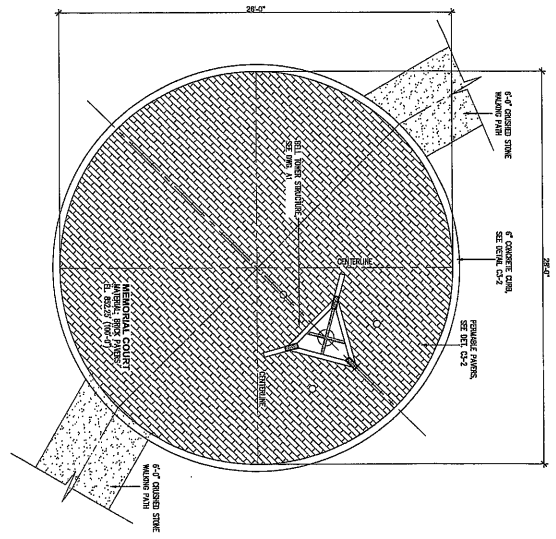
**LEGEND**

---W---W---	UNDERGROUND WATER LINE
---E---E---	UNDERGROUND ELECTRICAL LINE
---S-N---S-N---	UNDERGROUND SANITARY LINE
○	UNDERGROUND SANITARY LINE
○	UNDERGROUND GAS LINE
TV	UNDERGROUND TELEPHONE LINE
---	EXISTING CONTROL LINE
---	NEW CONTROL LINE
---	PROPERTY LINE

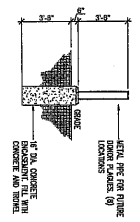
Sheet <b>C1</b> 2 of 7 sheets PLAN NO.	NEW EXTERIOR DESIGN FOR: KIWANIS VILLAGE PARK 325 CAPITOL DRIVE PEWAUKEE, WISCONSIN 53072	<b>PSB&amp;A</b>	Poepping, Stone, Bach & Associates, Inc. 100 S. 54th Street Quincy, IL 62306 Ph. 217.223.4605	Toll Free: 877.423.4605 Fax: 217.223.1546 www.psb&a.com	5/12/2022 Date	REV. DESCRIPTION DATE 01/02/22		
	Overall Site Plan		Drawn <b>DRP</b>	Scale <b>NOTED</b>	Surveyed <b>DRP</b>	Date <b>5/12/2022</b>	REV. DESCRIPTION DATE	
	Overall Site Plan		Checked <b>DRP</b>	Project No. <b>SE-22-009</b>	Field Book	Date	REV. DESCRIPTION DATE	REV. DESCRIPTION DATE
	Overall Site Plan		Date	Description	Date	Description	Date	Description



**PARTIAL SITE PLAN**  
SCALE: 1/4" = 1'-0"



**DETAIL C2-1**  
SCALE: 1/4" = 1'-0"

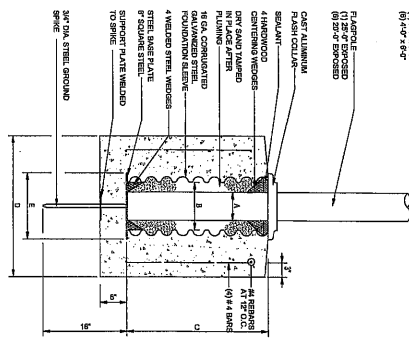


**PARTIAL SITE PLAN**  
SCALE: 1/4" = 1'-0"



Sheet <b>C2</b> OF 7 SHEETS PARTIAL SITE PLAN	NEW EXTERIOR DESIGN FOR: <b>KIWANIS VILLAGE PARK</b> <b>325 CAPITOL DRIVE</b> <b>PEWAUKEE, WISCONSIN 53072</b>	Poeping, Stone, Bach & Associates, Inc. 100 S. 54th Street Quincy, IL 62305 Ph. 217.223.4605 Toll Free: 877.423.4605 Fax: 217.223.1548 www.psb-a.com	Designed <b>DRP</b> Drawn <b>DRP</b> Checked <b>DRP</b>	Surveyed _____ Date <b>5/12/2022</b> Field Book _____ Scale <b>NOTED</b>	REV. DESCRIPTION DATE REV. DESCRIPTION DATE REV. DESCRIPTION DATE	DATE DATE DATE
	Project No. <b>SE-22-009</b>		Rev. Description	Date		
	Rev. Description		Date	Date		
	Rev. Description		Date	Date		

1/4" = 1'-0"  
 FLAGPOLE DIMENSIONS:  
 80'-0" x 7'-0"

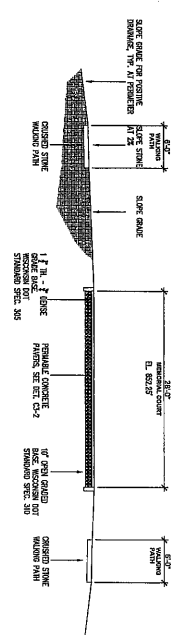


SECTION	TOTAL HEIGHT	FLY BAR	FLY BAR	FLY BAR	FLY BAR	FLY BAR	FLY BAR	FLY BAR	FLY BAR
1	20'	2"	2"	2"	2"	2"	2"	2"	2"
2	20'	2"	2"	2"	2"	2"	2"	2"	2"
3	20'	2"	2"	2"	2"	2"	2"	2"	2"
4	20'	2"	2"	2"	2"	2"	2"	2"	2"
5	20'	2"	2"	2"	2"	2"	2"	2"	2"
6	20'	2"	2"	2"	2"	2"	2"	2"	2"
7	20'	2"	2"	2"	2"	2"	2"	2"	2"
8	20'	2"	2"	2"	2"	2"	2"	2"	2"
9	20'	2"	2"	2"	2"	2"	2"	2"	2"
10	20'	2"	2"	2"	2"	2"	2"	2"	2"

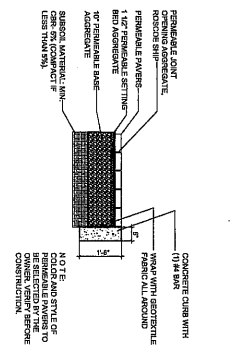
**FLAGPOLE FOUNDATION DET. C3-1**  
 NO SCALE

**SITE NOTES**

- C1. IF SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE CONSTRUCTION AS PER PLAN, IN THE EVENT OF ANY DISCREPANCY BETWEEN THE CONTRACTOR'S INTERPRETATION OF THE PROVISIONS AND DISCREPANCIES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING THE DISCREPANCY WITH THE OWNER. ANY ADDITIONAL WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE PRICED AND SCHEDULED BY THE CONTRACTOR AND THE OWNER.
- C2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING THE FOUNDATION, PROPERTY AND FINISH GRADE ELEVATIONS.
- C3. THE CONTRACTOR SHALL LOCATE AND STAKE THE LAYOUT IN THE FIELD FOR INSPECTION BY THE CONSTRUCTION MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION MANAGER'S REVIEW OF THE CONSTRUCTION MANAGER'S APPROVAL.
- C4. ALL DIMENSIONS ARE TO FACE OF STRUCTURE / FACE OF CURB, UNLESS NOTED OTHERWISE.
- C5. THE CONTRACTOR SHALL CHECK ALL GRADES AND FINISH GRADES TO BE SHOWN ON THE PLAN AND SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES BETWEEN THE CONTRACTOR'S INTERPRETATION OF THE PROVISIONS AND DISCREPANCIES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING THE DISCREPANCY WITH THE OWNER. ANY ADDITIONAL WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE PRICED AND SCHEDULED BY THE CONTRACTOR AND THE OWNER.
- C6. FINISHED GRADES ADJACENT TO BUILDING SHALL HAVE A MINIMUM 2% SLOPE AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
- C7. MINIMUM CLEARANCE BUILDING SHALL BE 2'-0" UNLESS NOTED OTHERWISE.
- C8. ALL SLOPES SHALL BE 2% UNLESS NOTED OTHERWISE.
- C9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL CURBS AND SLOPES TO BE SHOWN ON THE PLAN AND SHALL BE RESPONSIBLE FOR THE CONSTRUCTION MANAGER'S REVIEW OF THE CONSTRUCTION MANAGER'S APPROVAL.
- C10. FINISHED GRADES ADJACENT TO BUILDING SHALL HAVE A MINIMUM 2% SLOPE AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
- C11. CHANGES THROUGHOUT THE PROVIDED LOT AND MEASUREMENTS.



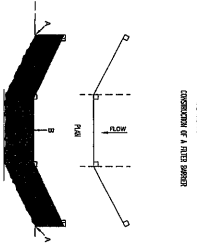
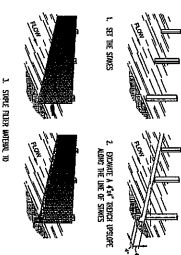
**SECTION C3-3 LOOKING NORTH**  
 SCALE: 1/2" = 1'-0"



**PAVER DETAIL C3-2**  
 SCALE: 1/2" = 1'-0"

**EROSION CONTROL NOTES**

- 1. EXPOSED AREAS SHALL BE COVERED WITH A 2" MINIMUM THICKNESS OF SOIL FOR AS SHORT A TIME AS POSSIBLE.
- 2. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
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- 6. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
- 7. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
- 8. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
- 9. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.
- 10. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT EROSION AND TO MAINTAIN PROPER DRAINAGE.



**SILTATION FENCE**  
 NO SCALE





To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: September 23, 2024

Re: September 26 Meeting Agenda Item 4(b)  
Discussion and Possible Action on Resolution No. 2024-14, A Resolution Committing to  
Required Funding for the Pewaukee Public Library and Requesting Exemption from the  
2024 Waukesha County Library Tax Levy for 2025 Purposes

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### **BACKGROUND**

Attached for your review and consideration please find proposed Resolution 2024-14. This is an annual requirement for communities in Waukesha County that operate a library. This resolution commits the Village to a minimum funding level to operate a public library the following year. It also exempts the taxpayers in the Village from the County Library tax.

### **ACTION REQUESTED**

The action requested of the Village Board is to approve Resolution 2024-14.

### **ANALYSIS**

One of the attachments shows the minimum amount of funding as calculated by the County. The Village of Pewaukee participates in a joint library with the City of Pewaukee which qualifies it for an alternate method to determine the minimum amount. The minimum amount for a joint library is a running three-year average of funding.

#### Attachments:

1. Resolution 2024-14
2. County Notice of Required Commitment of Minimum Funding
3. County Calculation of Minimum Funding
4. Pewaukee Public Library Calculation of Village Minimum Funding

RESOLUTION NO. 2024-14

A RESOLUTION COMMITTING TO REQUIRED FUNDING FOR THE PEWAUKEE PUBLIC LIBRARY AND REQUESTING EXEMPTION FROM THE 2024 WAUKESHA COUNTY LIBRARY TAX LEVY FOR 2025 PURPOSES

WHEREAS, the Village Board of the Village of Pewaukee recognizes that pursuant to §43.64, Wis. Stats. and the recently enacted Section 43.64 (2)(c), Wis. Stats., in order for joint libraries to obtain an exemption from the Waukesha County library levy for the year 2024 for 2025 purposes, the Village Board must certify that it will expend no less than the average of the funding levels of the previous three years; and

WHEREAS, the Village of Pewaukee funded the Pewaukee Public Library \$261,180 in 2022, \$262,744 in 2023 and \$262,534 in 2024 with the average of the three years being \$262,153; and

WHEREAS, the Village Board further recognizes that pursuant to state law, listed funding for the Pewaukee Public Library must come only from municipal sources and must exclude fines, fees and other revenues as well as capital expenditures

THEREFORE, BE IT HEREBY RESOLVED by the Village of Pewaukee Village Board that it pledges to appropriate and allow the Pewaukee Public Library to expend no less than \$262,153, thereby exempting the Village of Pewaukee from the 2024 county library levy for 2025 purposes.

Dated this 17th day of September 2024.

VILLAGE OF PEWAUKEE

\_\_\_\_\_  
Jeff Knutson, Village Board President

ATTEST:

\_\_\_\_\_  
Jenna Peter, Village Clerk



741 N. Grand Ave., #210  
Waukesha, WI 53186

P 262.896.8080  
W [bridgeslibrarysystem.org](http://bridgeslibrarysystem.org)

To: Chief Elected Officials/Administrators in Municipalities with Libraries, Library Directors  
From: Karol Kennedy, Bridges Library System Director  
Re: Waukesha County Library Tax Exemption Notice  
Date: August 19, 2024

**Annually, Waukesha County sets a special levy for library services. The funds are distributed to public libraries to compensate them for use by non-residents of their communities. State law (ss. 43.64(2) Wisc. Statutes) provides that municipalities with libraries may avoid double taxation and exempt themselves from this special levy if they meet certain conditions:**

- Exempting library municipalities must levy and expend an amount equal to or greater than the mill rate set by Waukesha County in the preceding year with the exception of joint libraries whose participating municipalities have an alternate option for exempting which is to levy and expend an amount not less than the average of the previous 3 years (ss.43.64 (2)(c)).
- Exempting library communities are required to provide written notification to the county annually.
- The County Code requires that the notification be from the **local governing body** rather than from the clerk alone.
- The County Code also requires a deadline of September 30 so that the County Executive Budget available to supervisors and the general public can properly reflect the county library taxation levels in the Adopted Budget in November.
- Exempting communities must also have a library that meets or exceeds minimum service levels and quality assurance standards (included in the Waukesha County Library Services Plan and formally adopted by the Waukesha County Board of Supervisors in 2022) which are certified by the library board. (The libraries have already received their standards certification letters.)

If you would like to exempt your municipality from the Waukesha County library tax, the form (on page 2), ***Request for Exemption from Waukesha County Library Levy 2024 Tax for 2025 Purposes*** must be completed, approved by the municipality's governing body, signed, and returned to Bridges Library System no later than September 30, 2024. A copy of your adopted municipal ordinance or resolution certifying that your library appropriation meets or exceeds the requirements is also required. Email submission is acceptable as long as the form includes the actual signature.

Thank you for providing library services to our citizens. Strong libraries build strong communities and your commitment to support your library is vital and valued!

**Serving the libraries of Waukesha and Jefferson Counties**

OUR MISSION: Improving member libraries through leadership, collaboration, & support

**Request for Exemption from Waukesha County Library Levy  
2024 Tax for 2025 Purposes**

**Name of Community:**

**Name of library:**

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We recognize that, pursuant to 43.64 of Wisconsin Statutes, to obtain an exemption from the 2024 county library levy for 2025 purposes, the municipality must certify that during budget year 2025, its library will be provided and be allowed to expend no less than the county library tax rate in the prior year, \$0.201553 per \$1,000 Equalized Value.

In the case of a joint library, an alternate exemption option exists pursuant to ss 43.64 (2) (c). Under this language, each participating municipality in the joint library has the option to certify that during its budget year 2025, the library will be provided and allowed to expend no less than the average of the funding levels of the previous 3 years.

We further recognize that, pursuant to state law, listed funding must be only from municipal sources, not the entire library budget. Reported amounts must exclude fines, fees, and other revenues. Capital expenditures are excluded as well.

I am authorized to certify that the governing body of the municipality has enacted an ordinance or resolution pledging that it will appropriate and allow the library to expend no less than a rate of \$0.201553 per \$1,000 of the actual state Equalized Value amount for the community that was published by the state on August 15, 2024 or, in the case of a joint library whose municipality may choose this option, that the participating municipality will appropriate and allow the library to expend no less than the average of the funding levels of the previous 3 years.

The community meets its requirement stated above and is therefore eligible for exemption from the 2024 Waukesha County library levy.

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**Name and Title of Person filling out this form:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**This form, along with a copy of the municipal resolution/ordinance, must be filed no later than September 30, 2024.**

Send to:

Bridges Library System

741 N. Grand Avenue, Suite 210

Waukesha, WI 53186

Or email to [kkennedy@bridgeslibrarysystem.org](mailto:kkennedy@bridgeslibrarysystem.org)



741 N. Grand Ave., #210  
Waukesha, WI 53186

P 262.896.8080  
W bridgeslibrarysystem.org

To: Waukesha County Library Directors  
From: Karol Kennedy, Bridges Library System Director  
Re: Minimum Municipal Appropriation to Exempt from County Library Tax  
Date: August 19, 2024

Please see the chart below for your municipality’s necessary minimum library appropriation for 2025 to qualify for exemption from the county library tax. The calculation for each municipality’s minimum amount is based on the county library tax rate from the previous year and the [equalized assessed value](#) for each municipality in the current year. The county library tax rate decreased from \$0.000215554 to \$0.000201553 from the previous year. Please contact me if you have any questions.

Library	2024 Equalized Value (less TID) in Municipalities with Libraries	% Change in Equalized Value from Prior Year	County Library Tax Rate (for 2024 levy)	2025 Minimum Municipal Library Appropriation*	% Change in Minimum Appropriation from Prior Year
Big Bend	\$260,673,300	5.59%	\$0.000201553	\$52,539	-1.27%
Brookfield	\$9,735,692,500	0.50%	\$0.000201553	\$1,962,257	-6.03%
Butler	\$334,857,100	-2.36%	\$0.000201553	\$67,491	-8.70%
Delafield	\$2,430,953,900	5.85%	\$0.000201553	\$489,966	-1.03%
Eagle Village*	\$313,394,400	0.99%	\$0.000201553	\$63,166	-5.57%
Eagle Town*	\$844,663,400	5.11%	\$0.000201553	\$170,244	-1.72%
Elm Grove	\$1,683,458,000	8.53%	\$0.000201553	\$339,306	1.49%
Hartland	\$2,090,401,300	5.66%	\$0.000201553	\$421,327	-1.20%
Menomonee Falls	\$7,442,661,100	1.85%	\$0.000201553	\$1,500,090	-4.77%
Mukwonago	\$1,291,618,300	3.91%	\$0.000201553	\$260,329	-2.84%
Muskego	\$4,903,930,000	5.25%	\$0.000201553	\$988,401	-1.59%
New Berlin	\$7,949,009,900	1.96%	\$0.000201553	\$1,602,146	-4.67%
North Lake	\$2,773,800,000	3.50%	\$0.000201553	\$559,068	-3.23%
Oconomowoc	\$3,736,212,000	4.48%	\$0.000201553	\$753,044	-2.31%
Pewaukee Village*	\$1,357,611,200	1.03%	\$0.000201553	\$273,631	-5.53%
Pewaukee City*	\$4,971,695,200	2.37%	\$0.000201553	\$1,002,060	-4.28%
Sussex	\$2,203,785,400	3.40%	\$0.000201553	\$444,179	-3.32%
Waukesha	\$9,424,505,300	3.77%	\$0.000201553	\$1,899,537	-2.97%

\*Joint libraries may use an alternative calculation described in Wis. Stats. 43.64 (2) (c).

**Pewaukee Public Library MOE Calculation for 2025 Budget  
by Nan Champe, Library Director 8/31/2024**

	Village	City	Total	V	C
	Actual Contribution	Actual Contribution			
2006	227,598	634,302	861,900	26%	74%
2007	225,713	677,139	902852	25%	75%
2008	225,713	669,639	895352	25%	75%
2009	226,341	660,360	886701	26%	74%
2010	232,396	662,572	894968	26%	74%
2011	235,935	672,644	908579	26%	74%
2012	232,523	661,823	894346	26%	74%
2013	232,533	661,823	894356	26%	74%
2014	236,924	674,323	911247	26%	74%
2015	233,997	687,568	921565	25%	75%
2016	238,487	715,463	953950	25%	75%
2017	248,048	744,143	992191	25%	75%
2018	262,347	787,045	1049392	25%	75%
2019	256,489	812,214	1068703	24%	76%
2020	263,372	834,012	1097384	24%	76%
2021	263,679	834,875	1098554	24%	76%
2022	261,180	840,591	1101771	23%	77%
2023	262,744	871,795	1134539	22%	78%
2024	262,534	896,675	1159209	22%	78%
2025				21%	79%

**Special Joint Library Calculation: Average of the past 3 years**

Village	MOE for 2025	262,153
City	MOE for 2025	869,687