



Office of the Clerk/Treasurer
W240 N3065 Pewaukee Road
Pewaukee WI 53072
Phone: 262-691-0770

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, November 17, 2025
6:30 PM**

Pewaukee City Hall Common Council Chambers
W240N3065 Pewaukee Road, Pewaukee, WI

1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
3. New Business
 - 3.1 Discussion and Possible Action Regarding a Contract with Municipal Code Enforcement, LLC to Provide Code Enforcement and Zoning Administration Services for the Building Services and Community Development Departments [Fuchs]
 - 3.2 Discussion and Possible Action Regarding the Agreement for Building Inspection Services between the Village and City of Pewaukee [Fuchs]
 - 3.3 Discussion and Possible Action Regarding a Scope of Services Agreement with Saturn Lounge to Create Logo Designs for the City and Parks and Recreation Department [Fuchs]
 - 3.4 Discussion Regarding an Assessment of the Solar Array Installed at Pewaukee City Hall [Fuchs]
 - 3.5 Discussion and Possible Action Regarding a Request for Tax Incremental Financing (TIF) Related to a Proposed Industrial Development Project Upon an approximately 129-Acre Property Located North of State Highway 16, South of County Road JK, and West of County Road KF Bearing Tax Key No. PWC 0882-999-002 [Fuchs]
 - 3.6 Discussion and Possible Action Regarding the Accounts Payable Listing Dated November 17, 2025 [Tarczewski]
4. Bike and Pedestrian
 - 4.1 Discussion and Possible Action to Adopt **Ordinance 25-16** Establishing a Sidewalk Policy (*Second Reading*) [Wagner]
5. Engineering
 - 5.1 Discussion and possible action to award the 2025 Tree Clearing Contract to the lowest qualified bidder, Cut-n-Go Trees LLC, in the amount of \$75,671.00. [Wagner]
 - 5.2 Discussion and possible action regarding an agreement with Wachtel Tree Science & Service for Arbicultural Consulting Services for 2026 up to \$15,000. [Wagner]
 - 5.3 Discussion and possible action to Approve the Fourth (Final) Reduction of Cardinal Meadow

Development Letter of Credit from \$23,244.03 to \$0 (A full release). [Wagner]

6. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
7. Adjournment

Kelly Tarczewski
Clerk/Treasurer
November 13, 2025

NOTICE

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum at the above stated meeting. No action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding a Contract with Municipal Code Enforcement, LLC to Provide Code Enforcement and Zoning Administration Services for the Building Services and Community Development Departments [Fuchs]

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

Staff is requesting renewal of the contract with Municipal Code Enforcement, LLC.

The City initially contracted with Municipal Code Enforcement in February 2025 to provide code enforcement services. The attached contract includes two revisions: 1) Zoning Administration services have been added to the Scope of Services section and 2) the term of the contract is three years. Otherwise, the terms and language of the contract are the same.

Fiscal Impact:

For 2026, the Building Services Department and Planning & Community Development budgets each included \$25,000 for these services.

Recommended Motion:

A motion to approve the contract with Municipal Code Enforcement, LLC to provide code enforcement and zoning administration services for the Building Services and Community Development Departments.

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN
THE CITY OF PEWAUKEE AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **City of Pewaukee, W240N3065 Pewaukee Road Pewaukee, WI 53072** (hereinafter “City”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “MCE”) effective this 1st day of February, 2025.

RECITALS:

WHEREAS, the City Code of Municipal Ordinances regulate property use issues within the City; and

WHEREAS, the City provides Code enforcement services under contract with the Village of Pewaukee (“Village”) regulate property use issues within the City of Pewaukee; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, and other miscellaneous code enforcement activities; and

WHEREAS, the City and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to and on behalf of the City; and

WHEREAS, the City agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1. SCOPE OF SERVICES – MCE agrees to provide the City with code enforcement services, that shall include, but may not be limited to violations of regulations under Chapters 6, 7, 14, 17 and 19 of the City Code of Ordinances and violation of like Code violations within the Village of Pewaukee and as otherwise assigned to and agreed to by the parties, which shall generally address:

□ **Violation Monitoring**

- Property Maintenance
- Unsightly Debris
- Weeds, Grass, Trees, or Other Vegetation
- Junked, Unlicensed, or Abandoned Vehicles/Boats
- Snow Removal

□ **Municipal Programs:**

- Short-Term Rental Inspection Licensing Program
- Tree Removal Permitting Program

- Liquor Licensing Program
- Restaurant Grease Trap Compliance Program

□ **Additional Tasks:**

- Building Condemnation
- Court Attendance and Evidence Preparation
- Review and Recommendations for Improvement to Municipal Code of Ordinances
- Collaboration with Building Inspector
- Continuous Improvement of Municipal Codes and Ordinances
- Other Issues/Complaints/Nuisances
 - Landlord/Tenant/Neighbor Dispute Mediation
 - Safety Hazard Elimination

● **Zoning Administration**

2. **VIOLATIONS.** Upon referral by the City to MCE, at a minimum, the following procedures will routinely be deployed:

When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:

- Direct communications with property owners
 - Phone call or email
- Final notice
- Granting of extensions if warranted based on the judgment of MCE after consultation with the City
- Issuing municipal citations through the City police department
- Nuisance abatement pursuant to City Code
 - Costs billed to property owner, according to fee schedule set forth in the Pewaukee Municipal Code (hereinafter “Code”) as updated from time to time with guidance of MCE, possibly resulting in special charges against property owner.

3. **DUTIES** – MCE shall perform the code enforcement services set out in the Scope of Services above for the City. MCE’s jurisdiction shall be concurrent with the City and Village boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority to perform services under this Agreement, including ordinances for which a statutory counterpart exists. MCE’s agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with

the City's law enforcement agency in investigating and assistance in City issuance of citations and other pursuing other enforcement activity as needed by the City to complete matters originating with MCE's investigative and Code enforcement duties.

4. **HOURS AND COMPENSATION** – Unless otherwise agreed upon by both parties, MCE shall provide no more than **30 hours per week** in code enforcement services and shall be compensated at the rate of **\$49.00 per hour**. MCE shall send the City an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

5. **TERM.** This contract shall begin **January 1, 2026** and end on **December 31, 2028**. This contract shall automatically renew, unless terminated by written notice from either party, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

6. **DOCUMENTS AND RECORDS REQUESTS** – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the City and shall be turned over to the City upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the City of Pewaukee within five (5) business days of written request to MCE.

7. **MONTHLY REPORT** – MCE shall provide the Director of Community Development with a monthly report containing a summary of its work on City and Village matters for each month of the Contract term for the prior month's work. The report shall categorize time separately for the City and Village and be delivered to the Director of Community Development by the tenth (10th) day of each month.

8. **TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the City and MCE shall have the right to terminate this contract, without cause, by giving 60 days' written notice to the other party.

9. **TERMINATION WITH CAUSE** – Notwithstanding the contract term specified in this contract, the City of Pewaukee shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the City.

10. **ASSIGNMENT** – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the City.

11. INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- ☐ General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- ☐ Automobile Liability Insurance
- ☐ The City of Pewaukee shall be named as an additional insured on MCE’s insurance policies, on a primary and non-contributory basis, with subrogation rights against the City waived.

12. INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the City of Pewaukee and shall not be entitled to any benefits enjoyed by employees of the City. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the City while acting within the scope of the services performed under this contract.

13. INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities (“Claims”) alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE’s compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the City and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

14. APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

15. SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the

stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

16. ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC Date

Steve Bierce, Mayor Date

ATTEST:

Kelly Tarczewski, Clerk Date

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding the Agreement for Building Inspection Services between the Village and City of Pewaukee [Fuchs]

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

Attached is the agreement for the City to provide Building Inspection Services for the Village of Pewaukee. As previously approved, the term of the agreement is for five years. The City continues to collect a monthly administrative fee and 65% of permit revenues. The Village will also pay for a share of the building department software update for 2026 and will pay 35% of the software's annual maintenance fee. There are no significant changes from the previously approved agreement.

Fiscal Impact:

Revenue generated: \$1,325 per month with a 2% increase per year for administrative services and 65% of the Village's permit fees, which are invoiced monthly.

Recommended Motion:

A motion to approve the Agreement for Building Inspection Services between the Village and City of Pewaukee.

AGREEMENT FOR BUILDING INSPECTION SERVICES

Between the Village and City of Pewaukee

This agreement is made by and between the Village and City of Pewaukee, both municipal corporations located in the County of Waukesha. The purpose of this agreement is for the Village to contract with the City for the provision of building inspection services on an as needed basis within the Village to ensure the Village's compliance with applicable Village and State building codes and ordinances.

WHEREAS, the Village is in need of building inspection services to inspect buildings for building code compliance; and

WHEREAS, the City employs State certified inspectors for general construction, electrical, plumbing, HVAC, and commercial inspections; and

WHEREAS, the Village and City pursuant to Wisconsin State Statute 66.0301 (2) have the authority to enter into cooperative intergovernmental agreements; and

NOW, THEREFORE, the Village and City, in consideration of the mutual promises hereinafter set forth, do promise and agree as follows:

1. Services

The Village hereby contracts with the City for the provision of building, plumbing, electrical and HVAC inspection services on an as needed basis and to provide the following services:

- a. Review applications for building permits and building plans submitted and issue building, plumbing, electrical, and HVAC and any related permits in compliance with applicable Village Ordinances and the State of Wisconsin Uniform Dwelling Code. Provide architectural review when necessary for single-family dwellings.
- b. Perform all general inspections from footings to final occupancy as required by the Village Ordinances, State Regulations, and permit requirements. Inspections normally will be performed by the end of the day if requested by the contractor (or owner if there is no contractor) Monday through Friday, excluding holidays. Reasonable efforts will be made to complete inspections within 2 business days of a request.
- c. Issue orders to correct discrepancies in building code violations.
- d. Maintain records of building permit applications and permits issued, including such items as date applied, date issued, permit number, type, contractor, owner, property address, permit fees, and other monies collected.
- e. Provide direct advice/information to builders, owners and residents of the Village regarding the Building Codes and Ordinances either by phone or through established office hours at City Hall.

- f. Attend meetings of the Village Plan Commission and Village Board and other appropriate Board, Commissions, and Committees upon special request by the Village Administrator.
- g. Collect payments in the form of checks made payable to the Village of Pewaukee for all building, plumbing, electrical, and HVAC permit fees as established by Resolution of the Village Board. The Village shall pick up checks on a weekly basis.
- h. Provide property maintenance inspections upon request by the Village Administrator.
- i. Appear in Village Municipal Court or in Waukesha County Circuit Court as requested by the Village Administrator to provide testimony with respect to code enforcement and ordinance violations.
- j. Perform the Village's responsibilities under the State of Wisconsin Uniform Dwelling Code.
- k. All services shall be performed consistent with applicable state statutes and Village Ordinances.
- l. The parties acknowledge that this agreement represents an independent contract relationship and that in no event shall any of the persons performing services for the City under this agreement be considered employees of the Village.

2. Reports/Records

During the term of this agreement, the City Building Inspection Department shall:

- a. Maintain separate files for Village applications and permits, containing the information specified in Section 1.d. above, which will be turned over to the Village once the final occupancy permit is issued.
- b. Provide the Village a report of services rendered as of the end of the month including a list of inspections made, permits issued and fees collected.
- c. Provide reports, documents, and files relating to building inspection to the Village Administrator as may be requested from time to time.

3. Items Provided

The City shall, provide through its building inspection department budget the following related to the performance of this agreement:

- a. A direct phone line at City Hall for building inspection services.
- b. All necessary secretarial support for maintaining files while in the possession of the City.
- c. All code books, technical manuals and inspection equipment.
- d. All necessary professional organization dues and costs of on-going training and re-certification.

- e. A properly registered and insured vehicle for use while performing services within the Village including the costs of maintenance, fuel, etc. required.

4. Items provided by the Village

- a. Prior to the issuance of a building permit by the Building Inspector, the Village will fax to the City Building Inspector notification of paid water and sewer connection fees as well as zoning requirements including conditional use permit requirements for a particular building permit application as requested by the City Building inspector.
- b. Provide required application forms, State Seals, and any required special office supplies or documents needed to process and file permits.

5. Payment to the City for Services Rendered Through this Agreement

In consideration of the services to be performed by the City, the Village shall pay to the City for the services in the following manner:

- a. \$1,325 per month for administrative services with a 2.0% increase per year.
- b. 65% of the permit fee revenue invoiced monthly.
- c. Property maintenance, with prior approval of the Village Administrator; and special meetings and circumstances, with prior approval from both the City & Village Administrators, will be at an hourly rate of \$60.00 per hour as needed.
- d. Municipal Court testimony shall be charged at the same hourly rate for property maintenance matters. Municipal Court appearances for services covered under Section 1 above shall not carry an additional hourly charge.
- e. The Village shall pay the cost for each BS&A online permit application submitted for Village properties.
- f. The Village shall pay a lump sum of \$2,992.50 within 30 days of the City's payment to BS&A Software for the reimbursement of the Village's share of BS&A licensing and Cloud implementation.
- g. The Village shall pay 35% of the annual maintenance and service software fees. The Village shall be entitled to the Village's data files in the event this contract is terminated by either party.

6. Term of Agreement

This agreement begins on January 1, 2026 and will continue for 5 years (60 months) unless terminated earlier.

7. Termination of Agreement

This agreement may be terminated without cause by either party upon 90 days written notice to the other party. All such notices shall be by certified mail or personally delivered as follows:

Village Clerk
Village of Pewaukee
235 Hickory Street

City Clerk
City of Pewaukee
W240 N3065 Pewaukee Road

8. Assignment

This agreement shall not be assigned to any other party without the written consent of the Village.

9. Insurance

The City shall maintain public liability insurance coverage and worker's compensation coverage with limits acceptable to the Village. The Village shall be named as an additional insured with respect to the public liability coverage.

10. Indemnification

The City shall indemnify and hold harmless the Village its officers, employees, insurers and assigns from and against any and all claims, actions, demands, causes of action, losses, damages and costs (including but not limited to all professional and attorney fees) arising out of or related to the City's performance of this agreement. In no event shall the City be required to indemnify the Village as against the Village's own negligence or intentional conduct.

11. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

12. Entire Agreement

This agreement contains the entire agreement between the parties regarding this matter. This agreement may be modified only by an agreement to this agreement which is authorized by both the City Council and the Village Board.

The parties have executed this agreement on this _____ day of _____, 2025.

Village of Pewaukee
A Municipal Corporation

City of Pewaukee
A Municipal Corporation

BY: _____
Village President

BY: _____
Mayor

ATTEST:

ATTEST:

BY: _____
Village Clerk/Treasurer

BY: _____
City Clerk/Treasurer

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding a Scope of Services Agreement with Saturn Lounge to create logo designs for the City and Parks and Recreation Department [Fuchs]

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

At the September 15, 2025 meeting, the Common Council discussed creating a new logo for the City and Parks and Recreation Department. Alderman Wamser and City Planner, Nick Fuchs, were directed to meet and discuss options for moving forward. Upon consideration, it is recommended that the City hire a professional company to create logo options for consideration. As such, staff reached out to Saturn Lounge. Saturn Lounge is located in Pewaukee and provides branding and marketing services.

Attached is a service agreement for Saturn Lounge to provide five City logo options and three Parks and Recreation concepts for City review. The cost is estimated between \$3,000 and \$5,000.

Fiscal Impact:

Costs are proposed to not exceed \$5,000.

It is anticipated that a new logo could then be phased in to save on cost. The City could continue to use business cards, letterhead, envelopes, applications, and other documents that have already been printed. Vehicle decals, signage, and other areas the current logo may appear could also be phased in as deemed appropriate.

Recommended Motion:

A motion to approve the services agreement with Saturn Lounge to create City and Parks and Recreation logo concepts for an amount not to exceed \$5,000.



City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Date: October 29, 2025
Contact: **Nick Fuchs**
T: 262-691-6007

Project Description: City of Pewaukee & Parks & Recreation Logo Design

Deliverables: City of Pewaukee Logo Vector Files
Parks & Recreation Logo Vector Files

Services:

City of Pewaukee Logo Design Concepts, 5+ Options
Revisions to Final Logo Design – Full Color & 1 Color
Parks & Recreation Logo Design Concepts – 3+ Options
Revisions to Final Parks & Recreation Logo Design
High-Res File Processing & Delivery

Estimate Range: \$ 3,000 to \$5,000

Payment Terms: Payment due at delivery of final logo design files.

Acceptance, City of Pewaukee

Acceptance, Saturn Lounge, Inc.

Thank you, Nick! Please contact Jim Kohlhardt at 414-708-1428 with any questions.

Saturn Lounge
N8 W22323 Johnson Drive, Waukesha, WI 53186
262-821-3999 www.saturnlounge.com

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion Regarding an assessment of the solar array installed at Pewaukee City Hall [Fuchs]

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

The solar array at City Hall was installed at the end of December 2025. Below are electrical charges for the City Hall building, comparing 2024 prior to solar being installed to those same months in 2025 following the solar installation. Note that "other charges" include facilities and services charges. With solar, that charge decreases because solar offsets the electricity consumption, which reduces the amount of energy being purchased from the grid and lowers charges tied to energy usage.

2024 (pre-solar months)		
End of Billing Period	Other Charges	Total Electric (Metered) Charges
11/8/2024	\$52.29	\$4,324.62
10/7/2024	\$54.36	\$4,475.63
9/6/2024	\$55.40	\$4,662.19
8/7/2024	\$52.37	\$4,806.87
7/8/2024	\$52.36	\$4,916.98
6/5/2024	\$47.62	\$4,503.28
5/6/2024	\$47.03	\$4,269.75
4/4/2024	\$44.78	\$3,592.13
3/5/2024	\$45.58	\$3,695.19
2/5/2024	\$44.54	\$3,418.33

2025 (with solar)		
End of Billing Period	Other Charges	Total Electric (Metered)

		Charges
11/4/2025	(\$829.20)	\$1,195.71
10/6/2025	(\$1,976.72)	\$9.00
9/5/2025	\$121.85	\$2,234.98
8/6/2025	(\$1,124.29)	\$1,446.19
7/8/2025	(\$818.54)	\$910.07
6/5/2025	(\$866.41)	\$797.93
5/6/2025	(\$819.56)	\$1,025.45
4/7/2025	(\$653.85)	\$902.15
3/7/2025	(\$662.76)	\$1,232.09
2/7/2025	(\$674.67)	\$1,251.21

Staff reviewed bills between 2021 and 2024. The average electrical cost for the City Hall building was \$4,047.54 per month. Between January and October 2025, the average monthly cost was \$1,100.48, a reduction of \$2,947.06. This is an annual savings of \$35,364.72.

The City's upfront cost for this solar project was \$697,000. The City received a total of \$236,100 in rebates. As such, the total cost was \$460,900. Below is the estimated payback period provided by Current Electric at the start of this project. It should be noted that this does not include costs for replacing inverters around year 15. In today's dollars, that would be estimated at around \$17,000. With that said, the solar array is operating as anticipated.

4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	7.1%	Net Present Value	\$141,020	Payback
ROI	117.8%	PV Degradation Rate	0.80%	Discount
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	21.0%	State Income
Total Project Costs	\$697,000			

Years	Project Costs	(FOE) Business Incentive	Direct pay - 30% ITC	Electric Bill Savings	Total
Upfront	-\$697,000	-	-	-	-
1	-	\$33,000	\$209,100	\$30,948	
2	-	-	-	\$31,622	
3	-	-	-	\$32,308	
4	-	-	-	\$33,006	
5	-	-	-	\$33,718	
6	-	-	-	\$34,442	
7	-	-	-	\$35,180	
8	-	-	-	\$35,931	
9	-	-	-	\$36,695	
10	-	-	-	\$37,473	
11	-	-	-	\$38,264	
12	-	-	-	\$39,070	
13	-	-	-	\$39,889	
14	-	-	-	\$40,722	
15	-	-	-	\$41,569	
16	-	-	-	\$42,430	
17	-	-	-	\$43,306	
18	-	-	-	\$44,196	
19	-	-	-	\$45,100	
20	-	-	-	\$46,019	
21	-	-	-	\$46,953	
22	-	-	-	\$47,901	
23	-	-	-	\$48,863	
24	-	-	-	\$49,840	
25	-	-	-	\$50,832	
26	-	-	-	\$51,839	
27	-	-	-	\$52,860	
28	-	-	-	\$53,896	
29	-	-	-	\$54,946	
30	-	-	-	\$56,011	
Totals:	-\$697,000	\$33,000	\$209,100	\$1,275,831	

As a reminder, the solar system and analytics can be viewed at <https://www.solrenview.com/SolrenView/mainFr.php?siteId=6816>.

Note staff is currently in the process of preparing bid documents for ground-mounted solar installation at the Department of Public Works Highway Building at W225N3201 Duplainville Road.

Fiscal Impact:

Recommended Motion:

No action needed.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding a Request for Tax Incremental Financing (TIF) Related to a Proposed Industrial Development Project Upon an approximately 129-Acre Property Located north of State Highway 16, South of County Road JK, and West of County Road KF Bearing Tax Key No. 0882999002 [Fuchs]

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

In October 2024, a conceptual review was presented to the Plan Commission for an industrial development upon property located at approximately N47W26699 Lynndale Road. The property owner is continuing to pursue this development and is requesting Tax Incremental Financing to support the project.

The applicant intends to present this proposal at the Common Council meeting for consideration. Following the presentation, the Council may enter into closed session to discuss the potential negotiation of a TIF District for this development.

Fiscal Impact:

Recommended Motion:

A motion as deemed appropriate by the Common Council.

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/10/2025	400	144371#	1ST AYD	FIRE ADMINISTRATION - OPERATING	53400	52210	1,787.20
				FIRE ADMINISTRATION - OPERATING	53400	52210	742.15
				PARKS - GROUNDS MAINTENANCE	52420	55200	960.52
				CHECK 400 144371 TOTAL FOR FUND 100:			3,489.87
11/10/2025	400	144373	AIR ONE EQUIPMENT	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	1,006.00
11/10/2025	400	144374	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	393.59
11/10/2025	400	144376	Anudeep & Mounika Gali	BEB23-0034	23173	00000	2,000.00
11/10/2025	400	144377	BATZNER PEST CONTROL	PARKS - BUILDING REPAIRS & MAINT	52410	55200	99.20
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	89.17
				CHECK 400 144377 TOTAL FOR FUND 100:			188.37
11/10/2025	400	144378	Bielinski Homes	BEB24-0004	23173	00000	2,000.00
11/10/2025	400	144379	BS&A SOFTWARE	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	554.00
11/10/2025	400	144381*#	CONLEY MEDIA	CLERK/TREASURER - NOTICES &	53470	51420	224.78
				CLERK/TREASURER - NOTICES &	53470	51420	498.24
				CHECK 400 144381 TOTAL FOR FUND 100:			723.02
11/10/2025	400	144382	CONWAY SHIELD	FIRE PROTECTIVE SERVICES - NEW	53950	52230	18,553.00
11/10/2025	400	144383	DESIGN BUILD FIRE PROTECTION	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	2,043.00
11/10/2025	400	144384	ELEVITY GORDON FLESCH CO INC	IT - OTHER PROFESSIONAL SERVICES	52190	51450	462.00
11/10/2025	400	144385#	ELLIOTTS ACE HARDWARE	FIRE ADMINISTRATION - OPERATING	53400	52210	3.96
				PARKS - GROUNDS MAINTENANCE	52420	55200	42.73
				PARKS - GROUNDS MAINTENANCE	52420	55200	4.59
				CHECK 400 144385 TOTAL FOR FUND 100:			51.28
11/10/2025	400	144387	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	233.56
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	61.15
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	515.78
				CHECK 400 144387 TOTAL FOR FUND 100:			810.49
11/10/2025	400	144388	FLEMING'S FIRE 1, INC	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	249.57
11/10/2025	400	144389*#	FORWARD TS	CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	46.78

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Fund: 100 GENERAL FUND							
				ENGINEERING - OPERATING SUPPLIES	53400	53110	128.26
				CHECK 400 144389 TOTAL FOR FUND 100:			175.04
11/10/2025	400	144390	FOTH INFRASTRUCTURE &	PLANNER - OTHER PROFESSIONAL SERVICES	52190	56300	4,492.80
11/10/2025	400	144394	HINKLEY SPRINGS	FIRE ADMINISTRATION - OPERATING	53400	52210	331.01
11/10/2025	400	144395	J&L TIRE AND SERVICE CENTER	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	284.95
11/10/2025	400	144397	Jeunesse Rutledge & Patrick Garvin	BEB24-0045	23173	00000	2,000.00
11/10/2025	400	144398	JFK Design Build	OCCUPANCY DEPOSITS	23175	00000	500.00
11/10/2025	400	144399	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	73,775.59
11/10/2025	400	144400	KMB ELECTRIC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	2,160.00
11/10/2025	400	144401	LAUTERBACH & AMEN, LLP	CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	17,275.00
11/10/2025	400	144402	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	441.24
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	575.90
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	505.44
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	16.00
				CHECK 400 144402 TOTAL FOR FUND 100:			1,538.58
11/10/2025	400	144403	Mark & Margaret Budziszewski	BEB24-0043	23173	00000	2,000.00
11/10/2025	400	144405*#	MENARDS	FIRE ADMINISTRATION - OPERATING	53400	52210	48.09
				FIRE ADMINISTRATION - OPERATING	53400	52210	40.10
				FIRE ADMINISTRATION - OPERATING	53400	52210	19.96
				CHECK 400 144405 TOTAL FOR FUND 100:			108.15
11/10/2025	400	144406	MIKE HADLEY	BUILDING SERVICES - TRAINING	52980	52400	85.00
11/10/2025	400	144407	MILWAUKEE LAWN SPRINKLER CORP	PARKS - GROUNDS MAINTENANCE	52420	55200	910.00
11/10/2025	400	144408*#	MSA PROFESSIONAL SERVICES INC	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	87.50
11/10/2025	400	144409*#	MUNICIPAL LAW & LITIGATION GROUP	ATTORNEY'S FEES	52100	51300	8,208.30
				ATTORNEY'S FEES	52100	52100	3,819.80
				ATTORNEY'S FEES	52100	52210	100.00
				ATTORNEY'S FEES	52100	55200	1,333.00
				ATTORNEY'S FEES	52100	56300	250.00
				CHECK 400 144409 TOTAL FOR FUND 100:			13,711.10

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Fund: 100 GENERAL FUND							
11/10/2025	400	144411	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	1,334.00
				DEFERRED COMPENSATION	21570	00000	1,334.00
				CHECK 400 144411 TOTAL FOR FUND 100:			2,668.00
11/10/2025	400	144413	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	16.09
11/10/2025	400	144414	PARTNER2LEARN, LLC	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	21,280.87
11/10/2025	400	144416	POSTMASTER	RECREATION PROGRAM - POSTAGE	53110	55300	3,136.14
11/10/2025	400	144417	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	55.74
11/10/2025	400	144418*#	QUADIENT FINANCE USA, INC	PREPAID EXPENSES	16200	00000	1,646.76
				ASSESSOR - POSTAGE	53110	51530	200.42
				CITY HALL - POSTAGE	53110	51600	2,816.50
				ENGINEERING - POSTAGE	53110	53110	524.56
				RECREATION PROGRAM - POSTAGE	53110	55300	52.44
				CHECK 400 144418 TOTAL FOR FUND 100:			5,240.68
11/10/2025	400	144420	RACHELLE AHO	ASSESSOR - MILEAGE & FUEL	53300	51530	38.50
11/10/2025	400	144421*#	RUEKERT & MIELKE, INC.	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	1,368.00
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	1,166.25
				CHECK 400 144421 TOTAL FOR FUND 100:			2,534.25
11/10/2025	400	144422	Schaper Homes LLC	BOB24-0015	23175	00000	500.00
11/10/2025	400	144423	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	4,696.70
11/10/2025	400	144424	TDS	FIRE ADMINISTRATION - PHONE & CELL	52260	52210	159.65
				FIRE ADMINISTRATION - PHONE & CELL	52260	52210	292.57
				CHECK 400 144424 TOTAL FOR FUND 100:			452.22
11/10/2025	400	144425	TRUGREEN PROCESSING	CITY HALL - GROUNDS MAINTENANCE	52420	51600	55.97
11/10/2025	400	144426	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	70.09
11/10/2025	400	144428	VERIZON	FIRE ADMINISTRATION - PHONE & CELL	52260	52210	21.06
11/10/2025	400	144430	WAUKESHA CO TREASURER	COURT PENALTIES	45110	00000	1,481.60
11/10/2025	400	144431	Westridge Builders	BEB24-0048	23173	00000	2,000.00
11/13/2025	400	144433*#	A&M CLEANING SOLUTIONS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	1,360.00

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Fund: 100 GENERAL FUND							
11/13/2025	400	144436	AMRIZE MID-AMERICA INC	HIGHWAY - EXCESS EXCAVATED MATERIALS	52490	53100	62.00
				HIGHWAY - EXCESS EXCAVATED MATERIALS	52490	53100	217.00
				HIGHWAY - EXCESS EXCAVATED MATERIALS	52490	53100	434.00
				HIGHWAY - EXCESS EXCAVATED MATERIALS	52490	53100	341.00
				CHECK 400 144436 TOTAL FOR FUND 100:			1,054.00
11/13/2025	400	144437	AMY WHITE	RECREATION PROGRAM - MILEAGE	53300	55300	47.60
11/13/2025	400	144438	ARO LOCK & DOOR	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	40.00
11/13/2025	400	144439	BATTERY SYSTEMS	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	30.28
11/13/2025	400	144440	BRENNAN BERG	PARKS - SAFETY EQUIPMENT	53480	55200	156.95
11/13/2025	400	144441	BS&A SOFTWARE	PREPAID EXPENSES	16200	00000	26,010.00
11/13/2025	400	144442	BUELOW VETTER BUIKEMA OLSON &	ATTORNEY'S FEES	52100	51430	2,307.50
11/13/2025	400	144443	BURKE TRUCK & EQUIPMENT	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	363.70
11/13/2025	400	144444	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	162.40
11/13/2025	400	144445	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	280.00
11/13/2025	400	144446*#	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	81.38
11/13/2025	400	144447*#	CINTAS CORP	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	64.26
11/13/2025	400	144448	CITY OF PEWAUKEE	PETTY CASH - TAX COLLECTION	11105	00000	600.00
11/13/2025	400	144449	COREY OIL	HIGHWAY - FUEL	53420	53100	3,292.21
				HIGHWAY - FUEL	53420	53100	5,048.20
				CHECK 400 144449 TOTAL FOR FUND 100:			8,340.41
11/13/2025	400	144451	EDGE ELECTRIC	BUILDING SERVICES DUE TO VILLAGE	24400	00000	42.00
				CONTRACTED BUILDING INSPECTION	47380	00000	78.00
				CHECK 400 144451 TOTAL FOR FUND 100:			120.00
11/13/2025	400	144452*#	ELLIOTTS ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	26.98
				HIGHWAY - OPERATING SUPPLIES	53400	53100	63.98
				PARKS - NEW EQUIPMENT	53950	55200	630.28
				CHECK 400 144452 TOTAL FOR FUND 100:			721.24
11/13/2025	400	144453	FEI BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM (EAP)	51370	51430	1,132.20

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Fund: 100 GENERAL FUND							
11/13/2025	400	144455*#	FISH WINDOW CLEANING	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	166.66
11/13/2025	400	144458	IS OUTFITTERS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	1,320.00
11/13/2025	400	144459#	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	18,205.19
				SERVICE FEES	52900	53635	575.00
				SERVICE FEES	52900	53635	2,730.00
				CHECK 400 144459 TOTAL FOR FUND 100:			21,510.19
11/13/2025	400	144460	JOHNSON'S NURSERY	SERVICE FEES	52900	53635	1,956.24
11/13/2025	400	144461	JULIA ANDERSON	EMPLOYEE SERVICES - SERVICE RECOGNITION	53430	51430	85.18
11/13/2025	400	144462	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	54.56
11/13/2025	400	144463*#	LANNON STONE PRODUCTS	HIGHWAY - EXCESS EXCAVATED MATERIALS	52490	53100	70.01
11/13/2025	400	144464*#	LITHO-CRAFT	ENGINEERING - OPERATING SUPPLIES	53400	53110	1,573.00
11/13/2025	400	144465*#	MAGDELENE WAGNER	ENGINEERING - MILEAGE	53300	53110	96.42
11/13/2025	400	144466	MARMIC FIRE & SAFETY	PARKS - SAFETY EQUIPMENT	53480	55200	647.45
11/13/2025	400	144467#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	63.96
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	20.25
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	37.49
				CITY HALL - GROUNDS MAINTENANCE	52420	51600	43.46
				CITY HALL - GROUNDS MAINTENANCE	52420	51600	13.47
				CITY HALL - GROUNDS MAINTENANCE	52420	51600	89.95
				CITY HALL - GROUNDS MAINTENANCE	52420	51600	39.98
				HIGHWAY - OPERATING SUPPLIES	53400	53100	26.27
				HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	16.78
				PARKS - GROUNDS MAINTENANCE	52420	55200	30.47
				CHECK 400 144467 TOTAL FOR FUND 100:			382.08
11/13/2025	400	144468	MID-AMERICAN RESEARCH CHEMICAL	HIGHWAY - OPERATING SUPPLIES	53400	53100	568.98
11/13/2025	400	144469	MIDWEST PAVING	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	242.67
11/13/2025	400	144470	MIKE HADLEY	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	874.30
11/13/2025	400	144472	MOTION CONNECTED	EMPLOYEE SERVICES - EMPLOYEE WELLNESS	52700	51430	405.00
11/13/2025	400	144473	MUNICIPAL CODE ENFORCEMENT, LLC	PLANNER - OTHER PROFESSIONAL SERVICES	52190	56300	2,929.66

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Fund: 100 GENERAL FUND							
11/13/2025	400	144475	OCCUPATIONAL HEALTH CENTERS	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	113.00
11/13/2025	400	144476	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	28.83
11/13/2025	400	144477*#	PARKING LOT MAINTENANCE	HIGHWAY - CRACK FILLING	52310	53100	17,250.00
11/13/2025	400	144480	PROHEALTH CARE MEDICAL GROUP	FIRE ADMINISTRATION - EMPLOYMENT	52150	52210	3,239.00
11/13/2025	400	144482	STACI JOERS	RECREATION PROGRAM - CONTRACTED	52190	55300	640.00
11/13/2025	400	144484	TODD TENNYSON	HIGHWAY - UNIFORMS	53410	53100	300.00
11/13/2025	400	144485	TOM ROGACZEWSKI	HIGHWAY - UNIFORMS	53410	53100	295.32
11/13/2025	400	144486	TOM SCOTT	PARKS - SAFETY EQUIPMENT	53480	55200	185.31
11/13/2025	400	144487*#	VESTIS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	39.80
				HIGHWAY - UNIFORMS	53410	53100	88.66
				CHECK 400 144487 TOTAL FOR FUND 100:			128.46
11/13/2025	400	144488#	VILLAGE OF PEWAUKEE	BUILDING SERVICES DUE TO VILLAGE	24400	00000	6,129.56
				PARK RESERVATION FEES	46720	00000	1,380.00
				CONTRACTED BUILDING INSPECTION	47380	00000	(1,298.82)
				MISCELLANEOUS REVENUES	48900	00000	(726.00)
				BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	(89.00)
				LIBRARY - OPERATING SUPPLIES	53400	55110	72,488.91
				CHECK 400 144488 TOTAL FOR FUND 100:			77,884.65
11/13/2025	400	144490*#	WE ENERGIES	HIGHWAY - ELECTRICITY	52210	53100	988.55
				GAS FOR HEAT (NATURAL GAS)	52220	53100	106.01
				CHECK 400 144490 TOTAL FOR FUND 100:			1,094.56
11/13/2025	400	144492*#	WESTERN CULVERT & SUPPLY	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	258.16
				Total for fund 100 GENERAL FUND			373,378.43

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Fund: 230 STORM WATER MANAGEMENT							
11/10/2025	400	144389*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	128.26
11/10/2025	400	144396	JAMESON MARTEN	DEFERRED REVENUES - STORM WATER MGMT	26150	00000	2.00
11/10/2025	400	144408*#	MSA PROFESSIONAL SERVICES INC	COMPUTER/PROGRAM MAINTENANCE	52480	53650	87.50
11/10/2025	400	144410	MUSSON BROTHERS INC	PROJECTS - HILL 'N DALE	58210	57301	2,293.40
11/10/2025	400	144415	PATRICK RIFFEL	DEFERRED REVENUES - STORM WATER MGMT	26150	00000	15.00
11/10/2025	400	144421*#	RUEKERT & MIELKE, INC.	OUTSIDE ENGINEERING	52190	53650	117.36
				OUTSIDE ENGINEERING	52190	53650	568.87
				OUTSIDE ENGINEERING	52190	53650	146.56
				OUTSIDE ENGINEERING	52190	53650	91.24
				OUTSIDE ENGINEERING	52190	53650	679.65
				OUTSIDE ENGINEERING	52190	53650	747.36
				OUTSIDE ENGINEERING	52190	53650	791.42
				PROJECTS - HILL 'N DALE	58210	57301	761.34
				PROJECTS - VALLEY BROOK SUB. DITCH	58210	57354	1,623.05
				CHECK 400 144421 TOTAL FOR FUND 230:			5,526.85
11/13/2025	400	144433*#	A&M CLEANING SOLUTIONS	CONTRACTED JANITORIAL	52400	53650	680.00
11/13/2025	400	144434	ACE REDI-MIX, INC	DITCH & CULVERT MAINT - DITCH	53520	53652	692.00
				DITCH & CULVERT MAINT - DITCH	53520	53652	917.50
				CHECK 400 144434 TOTAL FOR FUND 230:			1,609.50
11/13/2025	400	144435	ALL-WAYS CONTRACTORS, INC	DITCH & CULVERT MAINT - DITCH	53520	53652	60.00
11/13/2025	400	144446*#	CINTAS	OPERATING SUPPLIES	53400	53650	40.68
11/13/2025	400	144450	DLT SOLUTIONS	COMPUTER/PROGRAM MAINTENANCE	52480	53650	7,013.62
11/13/2025	400	144455*#	FISH WINDOW CLEANING	CONTRACTED JANITORIAL	52400	53650	83.34
11/13/2025	400	144456	GFL ENVIRONMENTAL	STREET SWEEPING - SWEEPING	53510	53654	1,193.92
11/13/2025	400	144463*#	LANNON STONE PRODUCTS	DITCH & CULVERT MAINT - DITCH	53520	53652	257.89
11/13/2025	400	144464*#	LITHO-CRAFT	OPERATING SUPPLIES	53400	53650	1,573.00

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Fund: 230 STORM WATER MANAGEMENT							
11/13/2025	400	144465*#	MAGDELENE WAGNER	MILEAGE	53300	53650	96.43
11/13/2025	400	144471	MILLER-BRADFORD & RISBERG, INC	EQUIPMENT REPAIR & MAINT	52430	53650	205.50
11/13/2025	400	144478	PAYNE & DOLAN	DITCH & CULVERT MAINT - DITCH	53520	53652	300.43
11/13/2025	400	144479	PIRTEK MENOMONEE FALLS	EQUIPMENT REPAIR & MAINT	52430	53650	150.00
11/13/2025	400	144481	RIDGE EXCAVATING	PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	9,933.94
11/13/2025	400	144487*#	VESTIS	CONTRACTED JANITORIAL	52400	53650	19.89
11/13/2025	400	144490*#	WE ENERGIES	ELECTRICITY	52210	53650	495.96
				GAS FOR HEAT (NATURAL GAS)	52220	53650	54.70
				CHECK 400 144490 TOTAL FOR FUND 230:			550.66
11/13/2025	400	144492*#	WESTERN CULVERT & SUPPLY	DITCH & CULVERT MAINT - CULVERT	53510	53652	671.30
				Total for fund 230 STORM WATER MANAGEMENT			32,493.11

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Fund: 420 CAPTIAL ROAD PROJECTS							
11/10/2025	400	144380	CITY OF BROOKFIELD	QUIET ZONE - SPRINGFIELD ROAD	58200	56711	773.17
11/10/2025	400	144381*#	CONLEY MEDIA	HICKORY GROVE ESTATES	58210	57564	213.10
11/10/2025	400	144419	R.A. SMITH & ASSOC., INC.	QUIET ZONE PARKSIDE ROAD	58200	56712	772.50
11/10/2025	400	144421*#	RUEKERT & MIELKE, INC.	LEXINGTON/TACOMA PH 1	58210	57426	4,985.72
				SPICE CREEK/MEADOWBROOK FARMS PH 4	58210	57557	566.50
				JOSEPH ROAD NEW CONTRACT	58210	57566	1,196.88
				SHADY LANE NEW CONTRACT	58210	57567	1,960.98
				WETHERSFIELD PH. 1	58210	57569	10,529.42
				SPRIGDALE ESTATES - GLENWOOD	58210	57570	13,220.61
				CHECK 400 144421 TOTAL FOR FUND 420:			32,460.11
11/13/2025	400	144477*#	PARKING LOT MAINTENANCE	HIGHWAY PAVING MAINTENANCE - CAPITAL	58200	56000	13,790.00
				HIGHWAY PAVING MAINTENANCE - CAPITAL	58200	56000	6,720.00
				HIGHWAY PAVING MAINTENANCE - CAPITAL	58200	56000	18,240.00
				CHECK 400 144477 TOTAL FOR FUND 420:			38,750.00
				Total for fund 420 CAPTIAL ROAD PROJECTS			72,968.88

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User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 10/31/2025 - 11/13/2025

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 440 BIKE & PEDESTRIAN							
11/10/2025	400	144408*#	MSA PROFESSIONAL SERVICES INC	WATERTOWN ROAD/CTH M NORTH AVE TO	58250	53550	1,685.00
				Total for fund 440 BIKE & PEDESTRIAN			1,685.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 450 CITY HALL REMODEL							
11/13/2025	400	144483	THRIVE ARCHITECTS	CITY HALL REMODEL	58100	57700	5,605.79
				Total for fund 450 CITY HALL REMODEL			5,605.79

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DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
11/10/2025	400	144372*#	ACTION FIRE & ALARM	PUMP MAINT-BUILD & GROUNDS	52310	10631	453.75
11/10/2025	400	144375*	ALL CITY COMMUNICATIONS INC.	ADMIN & GEN OPS-ANSWERING SERVICE	52331	10921	45.24
11/10/2025	400	144386	FERGUSON WATERWORKS #1476	TRANS & DIST MAINT-MAINT OF SERVICES	52400	10675	314.00
11/10/2025	400	144392	GRAINGER	TRANS & DIST MAINT-MAINT OF SERVICES	52400	10675	49.16
11/10/2025	400	144393	HAWKINS, INC.	TREATMENT OPS-CHEMICALS	53410	10641	4,352.35
11/10/2025	400	144405*#	MENARDS	PUMP MAINT-MAINT AND REPAIR	52400	10633	14.12
				PUMP MAINT-MAINT AND REPAIR	52400	10633	44.30
				PUMP MAINT-MAINT AND REPAIR	52400	10633	4.45
				TRANS & DIST MAINT-TRANS& DISTR MAINS	52400	10673	2.76
				CHECK 400 144405 TOTAL FOR FUND 600:			65.63
11/10/2025	400	144408*#	MSA PROFESSIONAL SERVICES INC	ADMIN & GEN OPS-GIS & ASSET MANAGE MAIN	52120	10933	87.50
11/10/2025	400	144409*#	MUNICIPAL LAW & LITIGATION GROUP	LINDSAY WATER - PARK TO SWAN	12814	00107	30.00
11/10/2025	400	144412	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	87.00
				TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	920.00
				CHECK 400 144412 TOTAL FOR FUND 600:			1,007.00
11/10/2025	400	144418*#	QUADIENT FINANCE USA, INC	ADMIN & GEN OPS-POSTAGE	53306	10921	379.66
11/10/2025	400	144421*#	RUEKERT & MIELKE, INC.	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	20,227.75
				TRANS & DIST MAINT-RESERVOIRS &	52400	10672	2,932.75
				TRANS & DIST MAINT-SCADA MAINT	52100	10678	363.65
				CHECK 400 144421 TOTAL FOR FUND 600:			23,524.15
11/10/2025	400	144427	USA BLUEBOOK	TREATMENT MAINT-MAINT OF TREATMENT	52400	10652	156.43
11/10/2025	400	144432	WI DNR ENVIRONMENTAL FEES	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	25.00
11/13/2025	400	144447*#	CINTAS CORP	ADMIN & GEN EXPS OPS-OFFICE SUPPLIES	53100	10921	32.13
11/13/2025	400	144452*#	ELLIOTTS ACE HARDWARE	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	113.94

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User: FIORENTINO
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
11/13/2025	400	144454#	FERGUSON WATERWORKS #1476	BULK WATER FILL STATION	12842	00107	8,578.19
				TRANS & DIST MAINT-MAINT OF SERVICES	52400	10675	156.48
				CHECK 400 144454 TOTAL FOR FUND 600:			<u>8,734.67</u>
11/13/2025	400	144457	GLOBE CONTRACTORS INC	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	31,245.30
11/13/2025	400	144474	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	116.00
11/13/2025	400	144491	WELDERS SUPPLY COMPANY	TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	602.83
				Total for fund 600 WATER UTILITY			71,334.74

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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
11/10/2025	400	144372*#	ACTION FIRE & ALARM	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	453.75
11/10/2025	400	144375*	ALL CITY COMMUNICATIONS INC.	ADMIN & GEN OPS-ANSWERING SERVICE	52331	10921	45.24
11/10/2025	400	144391	GILES ENGINEERING ASSOCIATES, INC	Gun Club Sewer Study	12831	00107	480.00
11/10/2025	400	144408*#	MSA PROFESSIONAL SERVICES INC	ADMIN & GEN OPS-GIS & ASSET MANAG MAINT	52120	10933	87.50
11/10/2025	400	144418*#	QUADIENT FINANCE USA, INC	ADMIN & GEN OPS-POSTAGE	53306	10921	379.66
11/10/2025	400	144421*#	RUEKERT & MIELKE, INC.	Gun Club Sewer Study	12831	00107	5,528.20
				SCADA/TELEMETRY MAINT	52100	01831	363.65
				CHECK 400 144421 TOTAL FOR FUND 650:			5,891.85
11/10/2025	400	144429	VILLAGE OF PEWAUKEE	SEWER SERVICE CHARGE - VILLAGE OF PEWAU	52342	01827	27,982.65
11/13/2025	400	144447*#	CINTAS CORP	ADMIN & GEN OPS-OFFICE SUPPLIES	53100	10921	32.13
11/13/2025	400	144452*#	ELLIOTTS ACE HARDWARE	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	113.94
11/13/2025	400	144489	WAUKESHA WATER UTILITY	SEWER SERVICE CHARGE - WCC	52344	01827	26,784.25
11/13/2025	400	144490*#	WE ENERGIES	PRE - PAYMENTS	16200	00143	661.34
				POWER/ELECTRICITY	52200	01821	1,150.02
				POWER/NATURAL GAS	52210	01821	44.85
				CHECK 400 144490 TOTAL FOR FUND 650:			1,856.21
				Total for fund 650 SEWER UTILITY			64,107.18

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 800 CEMETERY							
11/10/2025	400	144404	MATTHEWS INTERNATIONAL	CEMETERY - OPERATING SUPPLIES	53400	54910	431.18
				Total for fund 800 CEMETERY			431.18
TOTAL - ALL FUNDS							622,004.31

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action to Adopt Ordinance 25-16 Establishing a Sidewalk Policy (Second Reading) [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Plan Commission is considering requiring certain new developments to install sidewalks within the public right of ways. Currently the City does not have an official sidewalk policy as we have very limited sidewalks in the City. The City currently has sidewalk on overpass over HWY 16, Northview Road, and Meadowbrook Road. The City has trails along Pewaukee Road (STH 164) and Duplainville Road.

Trails are distinguished from sidewalks in the State Statutes and the requirements for snow removal are very different. The City Attorney has previously reviewed trails in regards to snow removal which is attached.

The Plan Commission requested the Public Works Committee work (PWC) to establish a sidewalk policy to ensure we have clear direction for the developers and staff on maintenance responsibilities. The PWC discussed this at the October 23, 2025 meeting and recommended the following policy for consideration by the Common Council. I've included the packet from the PWC which has policies from adjacent communities for your reference. The majority of the policies place the maintenance responsibilities onto the adjacent property owners.

The draft ordinance is attached for your review.

ADDITIONAL INFORMATION:

State Statutes do allow motorized bikes and scooters on sidewalks and trails. It does allow municipalities to regulate this. The current version of the ordinance before you allows for their operation on trails and sidewalks but requires them to yield to pedestrians and non-motorized bikes. If you want to prohibit them, please provide guidance on this restriction.

The ordinance currently requires sidewalks in front of the lot, curb ramps, and around hydrants to be cleared from ice and snow. Please confirm this as we do have the sidewalk along Meadowbrook Road which in the rear of lots. In addition, this only applies to sidewalks. Trails will still be cleared by the City. Please confirm.

Fiscal Impact:

Recommended Motion:
Council adopt the Ordinance.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action to create a policy for sidewalk installation, maintenance, and replacement for the City of Pewaukee

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The City of Pewaukee is considering requiring sidewalk installation in a few new subdivisions. The City currently does not have a policy on sidewalks, and has a limited number of sidewalks in the City.

The City needs to determine the following:

1. Who is responsible for installation of the walk?
2. Who is responsible for snow and ice removal from the sidewalk? In what timeframe must removal occur?
3. Who is responsible for replacement of the sidewalk when it is damaged or reaches the end of its useful life?
4. Will this policy apply to existing sidewalks, or will existing sidewalks be exempt?

The City previously received a legal opinion from the City Attorney regarding Liability for Clearing Snow/Ice from Shared Use Pathways (see attached).

Sample sidewalk policies from adjacent communities are attached. The majority require the property owner to clear the sidewalks; however, two communities (Germantown and Brookfield) place the responsibility on the municipality.

Staff are seeking input to create a policy for further review and consideration.

Fiscal Impact:

Depends on the policy adopted.

Recommended Motion:

Committee provide guidance on policy for further discussion.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action to create a policy for sidewalk installation, maintenance, and replacement for the City of Pewaukee

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

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Staff are seeking input to create a policy for further review and consideration.

Fiscal Impact:

Depends on the policy adopted.

Recommended Motion:

Committee provide guidance on policy for further discussion.

State Statute for requirement to cleaning & maintaining to the paved road edge.

*Put all ownership of property owner
1. Cleaning them - 72 hrs. reset @ snowfall
2. Repair cost
3. Replacement
City to determine if is needed.
check periodically.*

Drafted.

surface ditch inverts or otherwise prevent erosion and sedimentation in accordance with plans and City standard specifications approved by the City Engineer and as set forth in § 239-4B of this chapter and Chapter 180, Erosion Control and Stormwater Management, and in the adopted City street construction standards.

[Amended by Ord. No. 13-10]

(6) Sidewalks, bicycle paths and other shared use paths.

(a) In all land divisions the Common Council may require the developer to construct a concrete sidewalk on one side of all frontage streets and on both sides of all other through and/or continuous streets within the land division. The Common Council may also require the developer to construct concrete sidewalks on one or both sides of all dead-end or cul-de-sac streets which are in excess of 900 feet in length or on streets which serve uses other than single-family development. The construction of all sidewalks shall be in accordance with plans and standard specifications approved by the City Engineer.

(b) In addition, wider than standard sidewalks may be required by the Common Council in the vicinity of schools, commercial areas and other places of public assemblage, and the Common Council may require the construction of sidewalks in locations other than required under the preceding provisions of this chapter if such walks are necessary, in its opinion, for safe and adequate pedestrian circulation. Paved bike/pedestrian trails may be required as a means of linking residential subdivisions to the City park and parkway system and to the County system of parkways and bike/hike paths/trails.

(7) Public sanitary sewerage and private sewage disposal systems. When public sanitary sewerage facilities are available to the land division such facilities shall be designed and constructed in accordance with all applicable rules and regulations in Chapter SPS 382 of the Wisconsin Administrative Code and approved by the City Engineer. When it is proposed to establish a private sanitary sewerage system to serve two or more lots, the developer shall cause sanitary sewerage facilities to be constructed in such a manner as to make adequate sanitary sewerage service available to each lot within the land division. In addition:

[Amended by Ord. No. 13-10]

(a) The Common Council shall require the installation of sewer laterals to the street right-of-way line.

(b) The size, type and installation of all sanitary sewers and sanitary sewer laterals proposed to be constructed shall be in accordance with plans and standard specifications approved by the City Engineer.

(c) In that area of the City where the Lake Pewaukee Sanitary District has been given jurisdiction of public sanitary sewerage systems (south of Lake Pewaukee, north of I-94, and west of Meadowbrook Road), such plans and specifications shall be further subject to approval by the Lake Pewaukee Sanitary District Board.

(d) The developer shall assume the cost of installing all sanitary sewers, sewer laterals, and sewer appurtenances within the proposed land division and their connection to the City sewer mains as stipulated in adopted regulation or policy of the Common Council.

(e) All sanitary sewerage facilities constructed by the developer to serve the proposed subdivision shall be dedicated to the appropriate public agency having jurisdiction upon demand and upon conditions set forth in City codes and ordinances and developers' agreements.

(8) Stormwater drainage/management facilities. The developer shall construct stormwater drainage facilities adequate to serve the land division which may include curbs and gutters, catch basins and inlets, storm sewers, road ditches, culverts, open channels, water retention/detention structures, infiltration ponds, swales, rain gardens, settling basins and other measures deemed appropriate by the City Engineer. All such facilities shall be of adequate size and grade to hydraulically accommodate the maximum potential volumes of flow through and

City of Pewaukee, WI
Sunday, October 19, 2025

Chapter 253. Nuisances and Property Maintenance

§ 253-5. Public nuisances affecting peace and safety.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the definition of § 253-2:

- A. Signs, billboards, etc. All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public, so situated or constructed as to endanger the public safety.
- B. Illegal buildings. All buildings erected, repaired or altered in violation of the provisions of the Code of the City of Pewaukee relating to materials and manner construction of buildings and structures within the City.^[1]
[1] Editor's Note: See Ch. 137, Building Construction.
- C. Unauthorized traffic signs. All unauthorized signs, signals, markings or devices placed or maintained upon or in view of any public highway or railway crossing which purport to be or may be mistaken as an official traffic control device, railroad sign or signal or which because of its color, location, brilliance, or manner of operation interferes with the effectiveness of any such device, sign or signal.
- D. Obstruction of intersection. All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.
- E. Tree limbs. All limbs of trees which project over a public sidewalk less than eight feet above the surface thereof or less than 10 feet above the surface of a public street.
- F. Dangerous trees. All trees which are a menace to public safety or are the cause of substantial annoyance to the general public.
- G. Fireworks. All use or display of fireworks except as provided by the laws of the State of Wisconsin and Code of the City of Pewaukee.^[2]
[2] Editor's Note: See Ch. 202, Fireworks.
- H. Dilapidated buildings. All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.
- I. Wires over streets. All wires over streets, alleys, or public grounds which are strung less than 15 feet above the surface thereof.
- J. Noisy animals or fowl. The keeping or harboring of any animal or fowl which by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb two or more persons within the City.
- K. Unlawful assembly. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.

L. Snow and ice removal. All ice not removed from public sidewalks and all snow not removed from public streets within 12 hours after it has ceased to fall thereon.

M. Animals.

[Amended 12-4-2017 by Ord. No. 17-10]

- (1) Keeping, harboring, securing or failing to secure any domestic or wild animal in any manner which promotes or causes a nuisance as defined in § **253-2**.
- (2) Feeding of wild animals and waterfowl prohibited. No person shall give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting, or enticing wildlife or wild animals, including any animal which is not normally domesticated in this state, including but not limited to bears, coyotes, deer, foxes, rodents, groundhogs, opossums, raccoons, skunks, and the like, or waterfowl, including but not limited to ducks, geese, swans, herons, and egrets. This prohibition shall not include baiting in the legal taking of fish and/or game.

*City of Pewaukee, WI
Sunday, October 19, 2025*

Chapter 303. Streets and Sidewalks

§ 303-1. Minimum street and sidewalk requirements.

- A. Specifications and acceptance. The City Common Council shall establish by separate resolution, from time to time, the minimum requirements in the City for street and sidewalk construction. Before any street or sidewalk is accepted by the City it shall meet those requirements and thereupon will be accepted by the City Common Council by separate resolution. The requirements so adopted are incorporated into this chapter and shall be available from the City Clerk.
- B. Clear title. Before a street shall be accepted by the City, the owner shall furnish to the City evidence of clear title and proof that all costs of construction have been paid.
- C. Additional requirements. Any requirements for City streets that are contained in Chapter **239**, Land Division, of this Code are incorporated herein.
- D. Street signs and posts. Street signs, culvert posts and guardrail, as required by the City Common Council, shall be obtained and placed by the City, the costs of which shall be paid for by the owner making such dedication.

MEMORANDUM

To: HSR
From: RVA
Date: April 8, 2009

Re: Liability for Clearing Snow/Ice from Shared Use Pathways
City of Pewaukee

This issue from the City of Pewaukee Common Council was related via the Public Works Director, Jeff Weigel. Director Weigel advised that the City of Pewaukee does not have traditional sidewalks; however, a "bike path" has been installed along Pewaukee Road (STH 164) and, pursuant to an agreement with the State of Wisconsin Department of Transportation, the City is obligated to maintain the pathway improvement. The "bike path" is officially designated as a "Shared Use Pathway" - open to both pedestrian and bicycle traffic.

During a presentation to the Common Council on March 16, 2009, a representative from the League of Wisconsin Municipalities stated that he believed the shared use pathway should be cleared of snow and ice within a 3-week period of accumulation in order for the City to enjoy the liability protections of Section 893.83(1), Wis. Stats., (previously §81.15, Wis. Stats.). Conversely, Director Weigel advised that the Common Council previously determined the City had no obligation to ever clear the shared use pathway of snow. In light of the conflict between the Council's "never-clear policy" and the stated belief of the representative from the League, the City desires a legal opinion as to the City's exposure to liability with respect to snow and ice removal from the shared use pathway.

STATUTES INVOLVED IN ISSUE

Statutory Obligation to Plow Sidewalks

Due to the "shared use" nature of the pathway installed adjacent and parallel to Pewaukee Road or STH 164, allowing pedestrian and bicycle traffic, two statutes are paramount to the analysis as to the extent of the City's obligation to remove snow and ice from the pathway. Section 893.83(1), Wis. Stats., identifies the City's obligation to clear snow and ice, but provides a 3-week safe harbor period of time for performance of that work, to-wit:

Memorandum

Liability for Clearing Snow/Ice from Shared Use Pathways

April 8, 2009

If damages happen to any person or his or her property by reason of the insufficiency or want of repairs of any highway that any ... city ... is bound to keep in repair, the person sustaining the damages has a right to recover the damages from the ... city The amount recoverable by any person for any damages so sustained shall not exceed \$50,000. The procedures under §893.80 shall apply to the commencement of actions brought under this subsection. No action may be maintained to recover damages for injuries sustained by reason of an accumulation of snow or ice upon any bridge or highway, unless the accumulation existed for 3 weeks.

"Highway" as used in this statute, includes sidewalks. *Webster v. Klug & Smith*, 81 Wis.2d 334, 339, 260 N.W.2d 686, 689 (1978). Given its proximity and parallel location to Pewaukee Road, the shared use pathway can easily be deemed a sidewalk and, therefore, be subject to the provisions of §893.83(1), Wis. Stats. Consequently, such a sidewalk on which snow and ice is allowed by the City to remain for more than 3 weeks could result in the City being liable to a person for injuries or damages suffered as a results of the accumulation of such snow and ice.

Effect of Recreational Immunity Statute

The permitted use of the pathway for bicycle traffic raises the issue as to whether the City may avoid liability for injuries and damages suffered in relation to the pathway under the recreational immunity statute, to-wit: §895.52, Wis. Stats. The following provisions of §895.52, Wis. Stats., are pertinent to this analysis:

Section 895.52(1) contains the following definitions:

(a)(3) "Governmental body" means ... a municipal governing body, agency, board, commission, committee, council, department, district or any other public body corporate and politic created by constitution, statute, ordinance, rule or order.

(d) "Owner" means ... a person, including a governmental body ... that owns, leases or occupies property.

(f) "Property" means real property and buildings, structures and improvements thereon,

Memorandum

Liability for Clearing Snow/Ice from Shared Use Pathways

April 8, 2009

(g) "Recreational activity" means any outdoor activity undertaken for the purpose of exercise, relaxation or pleasure, including practice or instruction in any such activity. "Recreational activity" includes hunting, fishing, trapping, camping, picnicking, exploring caves, nature study, bicycling, horseback riding, bird-watching, motorcycling, operating an all-terrain vehicle, ballooning, hang gliding, hiking, tobogganing, sledding, sleigh riding, snowmobiling, skiing, skating, water sports, sight-seeing, rock-climbing, cutting or removing wood, climbing observation towers, animal training, harvesting the products of nature, sport shooting and any other outdoor sport, game or educational activity. "Recreational activity" does not include any organized team sport activity sponsored by the owner of the property on which the activity takes place.

Section 895.52(2)(b) of the recreational immunity statute, using the above defined terms, provides that "no owner ... is liable for the death of, any injury to, or any death or injury caused by, a person engaging in a recreational activity on the owner's property In this situation, since the City possesses the pathway and, at a minimum, has the obligation to maintain the pathway, under the above definitions the City would constitute an "owner" who occupies structures and improvements on real property. Therefore, under §895.52(2)(b), Wis. Stats., it is possible that the City may not be liable for any injury to a person engaging in a recreational activity on the City's pathway.

However, there have been a considerable number of cases litigated and appealed in Wisconsin that have involved the application of the recreational immunity statute to claims for injuries arising out of government owned sidewalks. In *Bystery v. Village of Sauk City*, 146 Wis.2d 247, 430 N.W.2d 611 (Ct. App. 1988), the Court of Appeals addressed the issue of a party having been injured while riding her bicycle on a public sidewalk she claimed was defective. The Court held that:

... under §895.52, Stats., a municipality is immune from liability for the insufficiency or want of repair of a ... public sidewalk only when the municipality has withdrawn the ... sidewalk from transportation uses, in whole or in part, has devoted the ... sidewalk to recreational activities as defined in §895.52(1)(g), and the claimed damages result from a recreational activity.

Bystery, at 252.

Memorandum
Liability for Clearing Snow/Ice from Shared Use Pathways
April 8, 2009

The three conditions required by the *Bystery* holding were examined in *Kostroski v. County of Marathon*, 158 Wis. 2d 201, 462 N.W.2d 542 (Ct. App. 1990), and the Court of Appeals elaborated on what is meant by the condition “has devoted the sidewalk to recreational activities as defined in §895.52(1)(g):”

We have already observed that Kathryn's damages result from a recreational activity. The portable sidewalk, whose only purpose was to provide access over a racetrack and connect two areas of the county park, was sufficiently withdrawn or withheld from transportation uses and devoted to recreational activities so as to comply with the test set forth in *Bystery*. The location of this sidewalk within the boundaries of a park is not dispositive. *Were this sidewalk available for purposes of general transportation by the public, the mere fact that the injured user was engaged in recreational activity within the park would not provide immunity.* The dispositive feature of this sidewalk is its solitary purpose to serve only those attempting to enter or leave the ball park otherwise surrounded and enclosed by the racetrack. Under these circumstances, the *Bystery* test for immunity is satisfied.

Kostroski, at 204. Emphasis added.

In addition to the emphasized sentence of the opinion of the Court of Appeals set forth above, the Court of Appeals went on to narrow the application of the recreational immunity statute and addressed the situation in which a sidewalk can be used by individuals for recreational activities as well as for simply transportation of individuals. The statement made by the Court is set forth in the only footnote in the opinion, to-wit:

While it is certainly conceivable that persons could use the sidewalk to enter the enclosed area for purposes other than recreational activity, §895.52, Stats., would not apply and no immunity problem is presented.

Id.

Consequently, as indicated by the Court of Appeals, when the general public can make use of the subject sidewalk for general transportation purposes and for recreational purposes, the owner of the subject sidewalk will not be able to enjoy recreational immunity under §895.52, Wis. Stats., when faced with a claim alleging insufficiency or want of repairs including the accumulation of snow or ice which has existed for 3 weeks. In order for recreational immunity to apply, the subject sidewalk must be so situated that its solitary purpose is to serve only those individuals attempting to engage in recreational

Memorandum
Liability for Clearing Snow/Ice from Shared Use Pathways
April 8, 2009

activity. See also, *Lasky v. City of Stevens Point*, 220 Wis.2d 1, 12, 582 N.W.2d 64, 68 (Ct. App. 1998).

CONCLUSION

Based on the liability risk identified in §893.83, Wis. Stats., it is recommended the City establish a policy and procedure to cause the removal of snow and ice from the pathway within 3 weeks of accumulation. Given the safe harbor provision allowing 3 weeks for removal, the pathway will not require immediate attention after a snow storm.

Due to its shared use nature and the easy access by the general public to the pathway to either engage in recreational activity or to transport themselves from point A to point B, the City will most likely *not* be able to defeat injury or damage claims on the basis of recreational immunity under §895.52, Wis. Stats. The pathway is not situated in such a fashion that the City can claim the pathway's solitary purpose is to serve only those individuals attempting to engage in recreational activity. Therefore, the recreational immunity statute will not apply to claims related to the pathway.

CITY of BROOKFIELD

Who clears the bike paths & sidewalks?

Bike paths & sidewalks in the City's right of way are cleared by Park, Recreation & Forestry.

Call (262) 796-6675

▼ Highway - Snow Control

[Show All Answers](#)

1. Why didn't I get a snowplow marker?
2. Who clears the bike paths & sidewalks?
Bike paths & sidewalks in the City's right of way are cleared by Park, Recreation & Forestry.
Call (262) 796-6675
3. The snowplow damaged my lawn. Who is responsible?
4. The snowplow hit my mailbox. Who is responsible?
5. What if the snowplow damages my lawn sprinkler head?
6. The snowplow left a lot of snow in my driveway, who is going to clean it up?
7. Why is my street always plowed last?
8. I live on a cul-de-sac, why do the snowplow drivers only make one pass through it?
9. Whose responsibility is it to shovel out a fire hydrant or mailbox?
10. What to do if snow & ice is blocking my storm inlet?

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→ 8.06 - Snow and Ice Removal. (Rep. and Recr. #525)

- (1) Sidewalks to be kept clear. The owner, occupant or person in charge of each and every building, structure, lot or parcel in the City shall clean or cause to be cleaned all public sidewalk fronting or abutting said building, structure, lot or parcel of snow and ice to the width of said sidewalk within 24 hours after each snowfall or occurrence causing the formation of snow and/or ice on the sidewalk, and shall cause the sidewalk to be kept clear from ice and snow, provided that when ice has formed on any sidewalk so that it cannot be immediately removed, the persons referred to in this subsection shall keep the sidewalk sprinkled with salt, sand or other appropriate ice melting products.
- (2) Deposit in streets restricted.
 - (a) Snow and ice removed from private property shall not be deposited onto any public property or right-of-way. All such snow and ice shall be stored on private property or removed therefrom by the property owner.
 - (b) Snow and ice removed from public sidewalks, private driveway approaches or other areas located within public street or alley right-of-way shall not be deposited onto the paved roadway, including any curb and gutter section. No person shall be allowed to generate snow mounds in the public right-of-way causing visual obstructions and no person shall deposit snow past the curb line or edge of the roadway pavement nearest their property.
 - (c) Exceptions to subsections (a) and (b) may be allowed with a permit from the Director of Public Works or the Director's designee, if it is determined to be necessary and appropriate. As part of the permitting process, the Director of Public Works or the Director's designee may require a fee sufficient to reimburse the City for the cost of removing any snow so deposited.
- (3) If the owner, occupant or person in charge fails to comply with any of the snow and ice removal requirements of this Section, the Director of Public Works or the Director's designee may cause snow and ice to be removed or treated as required and the cost thereof shall be billed directly to the person listed as the owner of the property involved. If the bill remains unpaid at the end of 30 days, the charges shall be entered on the assessment role of the general City taxes and collected in the same manner as other City taxes pursuant to § 66.0627, Wis. Stats. (Am. #700.)

New Berlin

Chapter 230: Streets and Sidewalks

[HISTORY: Adopted by the Common Council of the City of New Berlin 10-10-2000 by Ord. No. 2124 as Secs. 8.01 through 8.055, 8.08 through 8.10, 8.15 and 9.03 of the Municipal Code. Amendments noted where applicable.]

GENERAL REFERENCES

Numbering of buildings — See Ch. 83.

Subdivision of land — See Ch. 235.

Vehicles and traffic — See Ch. 261.

§ 230-1 Street and sidewalk grades.

- A. Establishment. The grade of all streets, alleys and sidewalks shall be established and described by the Council and shall be recorded by the City Clerk in his office. No street, alley or sidewalk shall be worked until the grade thereof is established.
- B. Altering grade prohibited. No person shall alter the grade of any street, alley, sidewalk or public ground, or any part thereof, unless authorized or instructed to do so by the Council.

→ § 230-2 Snow and ice removal.

[Amended 8-26-2008 by Ord. No. 2367]

- A. The owner, occupant or person in charge of each and every building or structure or unoccupied lot in the City fronting or abutting any street shall clean or cause to be cleaned the sidewalk/paved sidepath of snow or ice to the width of such sidewalk within 72 hours after snowfall ceases and shall cause the sidewalk/paved sidepath to be kept clear from ice and snow, provided that when the ice has formed on any sidewalk/paved sidepath such that it cannot be immediately removed, such persons shall keep the sidewalk/paved sidepath sprinkled with sand or salt. The City will continue to clear snow and ice from the sidewalk/paved sidepaths that the City had cleared prior to the enactment of Ordinance Number 2367.
[Amended 1-13-2009 by Ord. No. 2403]
- B. Sidepaths that are not paved shall not be required to have the snow and ice removed from them, as unpaved sidepaths shall be considered recreational trails not subject to sidewalk maintenance requirements.
- C. Failure to remove snow and ice as called for in this section shall subject the owner, occupant or person in charge to a forfeiture as set forth in the schedule of deposits, Chapter 1, General Provisions, § 1-18, and the City shall further be entitled to perform the work itself and charge the abutting property owner for removal as a special charge pursuant to § 66.0627, Wis. Stats.

§ 230-3 Installation of driveways and culverts.

- A. Culvert to be installed. No driveway shall be constructed or maintained connecting with any street or alley unless a suitable culvert is first installed across the gutter of the street or alley where necessary for the public welfare as determined by the Board of Public Works. Such culverts shall be constructed of corrugated metal pipe. The culverts shall have a cross section of not less than that of a twelve-inch pipe minimum. The length of the culverts shall be as required by the City Engineer. All twelve-inch, fifteen-inch, eighteen-inch, twenty-one-inch and twenty-four-inch pipe shall be 16 gauge steel. All concrete sewer pipes must be approved by the City Engineer. All specifications for culvert installations shall be obtained from the City Engineer prior to installation. All culverts shall be equipped with end guards made of masonry and shall be so installed as to not be beyond street height.
- B. Fee. Upon initial installation only, the owner or his agent shall pay a fee as determined by a schedule filed with the City Clerk. This fee is nonrefundable and intended to cover City processing, surveying, and inspection costs. Revisions to the fee schedule shall be made as determined appropriate by the Board of Public Works.

New Berlin

Chapter 230: Streets and Sidewalks

[HISTORY: Adopted by the Common Council of the City of New Berlin 10-10-2000 by Ord. No. 2124 as Secs. 8.01 through 8.055, 8.08 through 8.10, 8.15 and 9.03 of the Municipal Code. Amendments noted where applicable.]

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[Amended 1-13-2009 by Ord. No. 2403]
- B. Sidepaths that are not paved shall not be required to have the snow and ice removed from them, as unpaved sidepaths shall be considered recreational trails not subject to sidewalk maintenance requirements.
- C. Failure to remove snow and ice as called for in this section shall subject the owner, occupant or person in charge to a forfeiture as set forth in the schedule of deposits, Chapter 1, General Provisions, § 1-18, and the City shall further be entitled to perform the work itself and charge the abutting property owner for removal as a special charge pursuant to § 66.0627, Wis. Stats.

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- A. Culvert to be installed. No driveway shall be constructed or maintained connecting with any street or alley unless a suitable culvert is first installed across the gutter of the street or alley where necessary for the public welfare as determined by the Board of Public Works. Such culverts shall be constructed of corrugated metal pipe. The culverts shall have a cross section of not less than that of a twelve-inch pipe minimum. The length of the culverts shall be as required by the City Engineer. All twelve-inch, fifteen-inch, eighteen-inch, twenty-one-inch and twenty-four-inch pipe shall be 16 gauge steel. All concrete sewer pipes must be approved by the City Engineer. All specifications for culvert installations shall be obtained from the City Engineer prior to installation. All culverts shall be equipped with end guards made of masonry and shall be so installed as to not be beyond street height.
- B. Fee. Upon initial installation only, the owner or his agent shall pay a fee as determined by a schedule filed with the City Clerk. This fee is nonrefundable and intended to cover City processing, surveying, and inspection costs. Revisions to the fee schedule shall be made as determined appropriate by the Board of Public Works.

City of Oconomowoc

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- **8.08 - SNOW AND ICE REMOVAL.**

(1)

SIDEWALKS TO BE KEPT CLEAR. The owner or occupant of any lot or parcel shall promptly each day remove all snow and ice which may have fallen or accumulated upon the sidewalk in front of such lot or parcel; provided when ice has so formed that it cannot be removed, the owner or occupant shall keep the same sprinkled with a material which will prevent the sidewalk from being dangerous to pedestrians. If the owner or occupant fails to comply with this section, the Supervisor of Public Works shall cause the snow or ice to be removed or sprinkled as required in this section and the cost thereof to be assessed against the property as a special tax.

(2)

SNOW NOT TO BE DEPOSITED IN STREETS.

(a)

No person shall cause to be deposited snow or ice from his/her private or public driveways or parking lots, or extensions thereof, onto any traveled portion of streets or driveways, private or public, except his/her own private premises.

(b)

Paragraph (a) above shall not apply to the City crews.

- **8.09 - RESERVED. (Rep. #00-0467).**

Chapter 6
Streets and Sidewalks

6.12 Sidewalks; Removal of Snow, Etc.

(1) RESPONSIBILITY OF OWNER OR OCCUPANT. (Am. #12-80) The owner, occupant, or person in charge of each dwelling or building in the City fronting upon or adjoining any street, and the owner or person in charge of any unoccupied building or lot fronting as aforesaid, shall clean the sidewalk in front of or adjoining such dwelling or building, or unoccupied lot or building, as the case may be, of snow and ice to the width of such sidewalk within 12 hours after the snow has ceased to fall, and shall keep the sidewalk free of snow so as to prevent an accumulation of ice.

(2) CLEANING BY CITY: ASSESSMENT OF COSTS. (Am. #12-80)

(a) (Am. #21-08) (Am. #26-99) (Am. #18-10) If the owner, occupant or person in charge of removal of snow as herein provided fails to so remove snow, at the time designated herein, the City may, through its employees and officials of the Department of Public Works, and at its option, cause the snow and ice to be removed from any sidewalk within the City and the cost of such removal shall be at the rate of two dollars (\$2.00) per lineal foot and shall be charged to each lot or parcel of land as a current charge by the City Treasurer and entered into the tax roll as a special tax against such lot or parcel and collected in all respects as other taxes or real estate. In addition, the Director of Public Works shall designate a person from that Department to be authorized by the Common Council to issue citations under §25.08 of this Municipal Code. Such person shall also be responsible for the snow removal program under this section.

(b) If the weather conditions cause ice to accumulate on such sidewalk and it cannot with due diligence be removed, the owner, occupant, or person in charge shall keep the same sprinkled with ashes, salt or sand and shall remove accumulated ice to the width of the sidewalk as soon as weather conditions permit.

(c) (Am. #3-10) For the first offense no citation shall be issued and no fine imposed. A warning citation shall be issued and the cost for the removal of snow as provided in par. (a) shall be charged as provided. For the second offense, to compensate for inspectional and administrative costs, a fee of \$25 may be charged for an inspection to determine compliance with this section, except that no fee shall be charged for the inspection when compliance is recorded. A fee of \$50 may be charged for third and subsequent offenses. Inspection fees shall be charged against the real estate upon which the inspections were made, shall be a lien upon the real estate and shall be assessed and collected as a special charge.

Chapter 6
Streets and Sidewalks

6.12 Sidewalks; Removal of Snow, Etc.

(3) OWNER'S RESPONSIBILITY REGARDING DISCHARGE OF WATER. Every person owning any buildings in the City situated as described in sub. (1) shall cause the pipes conducting the water from the eaves of the building to be constructed as not to spread the water over the sidewalk.

(4) PILING SNOW IN STREETS. No person shall place snow upon any public street after the same has been cleared of snow in such a manner as to obstruct or interfere with the free movement of traffic upon such street or interfere with or obstruct the use of any parking space provided upon the streets.

(5) (Cr. #26-99) In addition to the other requirements imposed in this section, the owner, occupant or person in charge of each building or dwelling is required to remove snow upon any portion of a sidewalk which leads to the street and intersects with the curb at an intersection or corner. The cost of such removal by the City shall be \$25.00 per property.

WAUKESHA MUNICIPAL CODE 01/12/11

Village of Menomonee Falls

Sec. 90-67. - Snow and ice removal.

(a)

Responsibility of owner, occupant or other person in charge. The owner, occupant or person in charge of each and every building or structure or unoccupied lot in the village fronting or abutting any street shall clean or cause to be cleaned the sidewalk in front of or adjoining each such home, building or unoccupied lot, as the case may be, of snow or ice to the width of such sidewalk within 24 hours after cessation of each snowfall event, and shall cause the sidewalk to be kept clear from ice and snow, provided that when the ice has formed on any sidewalk so that it cannot be immediately removed, the persons referred to in this subsection shall keep the sidewalk sprinkled with salt or sand.

(b)

Removal by village. If snow or ice is not removed or sprinkled with salt or sand, etc., as required in subsection (a) of this section, the village manager or designee shall cause the same to be done and the cost entered on the next tax roll as a special charge against the benefited property pursuant to Wis. Stats. § 66.0627.

(c)

Obstructing public ways. No person in the course of removing snow or ice from any private property shall cause or permit such snow or ice to be placed or left on any public way.

(d)

Penalty. In addition to any special charge or assessment which may be imposed under subsection (b) of this section, any person who violates subsection (a) of this section shall be subject to a penalty as provided in [section 1-7](#) of this Code.

(Ord. No. 617-O-15, § 2, 3-2-15)

Village of Monona

Sec. 6-1- 8

Snow and Ice Removed from Sidewalks.

(a)

The owner, occupants, or person in charge of each lot or part of lot shall remove all snow and ice which may have fallen or accumulated on the sidewalk abutting such lot and shall

1, if necessary,

spread sand, salt, ashes, or other material on the sidewalk to keep it clear and prevent it from being or becoming slippery. The person responsible for maintaining the sidewalk as outlined above shall clear the sidewalk of accumulated snow

and ice as soon as possible, but in no event later than twenty

-four (24) hours after such snow and ice cease to accumulate. Any person violating this Section shall, in addition to being subject to citation and forfeiture, be primarily liable for any damage

resulting from the failure to properly maintain the sidewalk in safe condition.

(b)

The Department of Public Works shall cause all sidewalks which shall not have been cleared of snow and ice as above described, to be cleared upon default of the person

whose duty it shall be to

clear the same. The Department of Public Works shall keep an accurate account of the expenses so incurred in front of each lot or parcel of land in accordance with the Public Works Special Services Fee Schedule. The expenses shall be billed to the owner of record for each lot or parcel of land and payment shall be due within thirty (30) days of the date of the invoice. If the charges are not paid within said period of time they shall be entered in the tax roll by the Clerk as a special tax against the

appropriate lot or parcel of land, and the same shall be collected in all respects like other taxes upon real estate. Prosecution under Subsection (a) of this Section shall not bar the City from proceeding under Subsection (b) of this

Section, nor shall proceeding under Subsection (b) bar prosecution under Subsection (a).

(b)

No person shall deposit snow or ice on another person's property without his consent.

(c)

Any person found to have violated Subsection (a) above shall be subject to the following forfeiture:

First Offense

- \$25.00

Second Offense -

\$50.00

Third Offense -

\$75.00

Fourth and Subsequent Offenses -

\$100.00 for the fourth offense with the forfeiture increasing

\$25.00 for each subsequent offense.

Village of Pewaukee

Sec. 78.118. - Snow and ice removal.

(a) All snow and ice shall be removed from sidewalks and public pedestrian ways within 24 hours after snowfall or occurrence causing formation of snow and ice.

(b) If such snow and ice is not removed within such time, the village board may order its agents and employees to effect such removal and impose a special charge against the owner of the property abutting on such sidewalk or pedestrian way.

(c) Such special charges shall not be payable in installments. If not paid within 60 days after receipt of a bill, such delinquent special charges shall become a lien as provided in Wis. Stats. § 66.60(15) as of the date of such delinquency and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property; and all proceedings in relation to the collection, return and sale for delinquent real estate taxes shall apply to such special charge.

(d) The charges under subsections (b) and (c) of this section shall not include forfeitures for violation, which upon conviction shall be as provided in [section 1.102](#).

(e) No person shall deposit, place or cause any snow or ice to be deposited on any public sidewalk, street or right-of-way in the village, except hand shoveling within two feet of the curb.

(Code 1967, § 8.05)

Weigel, Jeff

From: Judith Neu <jneu@villagesussex.org>
Sent: Tuesday, October 24, 2017 4:54 PM
To: Weigel, Jeff
Subject: RE: snow removals on sidewalks

Hi Jeff – we don't have a written policy (yet), but what we do is "assist in the removal of snow from sidewalks along arterial streets". Basically, that means one pass through with our machine within 24 hours of the end of the snow event. We tell folks that we may not clear the snow to their standards and that they are welcome to do a more thorough job if they would like. It started when we installed sidewalks along Maple Avenue where there were a significant number of dual frontage lots and the property owners raised concern with the Board that they couldn't easily get to the sidewalks with their snow blowers. If you can avoid having the city do the snow removal, that would be best all around. Your staff will thank you. Most communities require property owners to remove snow from sidewalks along their properties within 24 hours of the end of a snow event. Good luck. Judy

From: Weigel, Jeff [mailto:Weigel@pewaukee.wi.us]
Sent: Tuesday, October 24, 2017 4:15 PM
To: Judith Neu
Subject: snow removals on sidewalks

Judy:

The City of Pewaukee (finally) has its first sidewalk and now we are struggling with developing snow removal policy. Some of our Common Council says that they see Village of Sussex personnel clearing the sidewalks on STH 164. Could you provide me a copy of Sussex's policy on sidewalk snow removals?

Thanks.

Jeff

Jeffrey Weigel, PE
Public Works Director
City of Pewaukee

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ORDINANCE NO. 25-16

**AN ORDINANCE TO AMEND SECTION 303
OF THE CITY OF PEWAUKEE CODE OF ORDINANCES
CONCERNING STREETS AND SIDEWALKS**

WHEREAS, Section 66.0907 of the Wisconsin Statutes grants the City authority to construct, maintain, and assess costs for sidewalks; and

WHEREAS, the City of Pewaukee has acted in Chapter 303 of the City of Pewaukee Code of Ordinances enacts regulations for Street and Sidewalks; and

WHEREAS, the City of Pewaukee has acted in Chapter 253 of the City of Pewaukee Code of Ordinances enacts regulations for Nuisance and Property Maintenance; and

NOW, THEREFORE, the Common Council of the City of Pewaukee, Wisconsin do ordain the edits in Exhibit A.

FURTHERMORE, the Common Council of the City of Pewaukee, Wisconsin so ordain the following edits contained within Section 253-5 Public nuisances affecting peace and safety:

Repeal “L. Snow and ice removal.” in its entirety and replace it with “L. Snow and ice removal. All ice not removed from public sidewalks and all snow not removed from public sidewalks within 72 hours after it has ceased to fall thereon.”

SECTION 2: SEVERABILITY.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication as provided by law.

Passed and adopted at a regular meeting of the Common Council of the City of Pewaukee this 17th day of November 2025.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk/Treasurer

EXHIBIT A – ORDINANCE RESOLUTION 25-XX**Chapter 303****STREETS AND SIDEWALKS**

§ 303-1.	Minimum street and sidewalk requirements.	§ 303-7.	Culverts.
§ 303-2.	Seeding and sodding of rights-of-way.	§ 303-8.	Deposit of snow or ice in streets or rights-of-way.
§ 303-3.	Use of highway and street rights-of-way.	§ 303-9.	Sewer, water and public improvement oversizing and extensions.
§ 303-4.	Uniform address system and street names.	§ 303-10.	Lawn fertilizer application control.
§ 303-5.	Openings in streets and highways.	§ 303-11.	Gates in private roads.
§ 303-6.	Official Map.	<u>§ 303-12</u>	<u>Sidewalks Cost to Construct and Replace</u>
		§ 303-123.	Violations and penalties.

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[HISTORY: Adopted by the Common Council of the City of Pewaukee as Ch. 10 of the former City Code. Amendments noted where applicable.]

§ 303-1. Minimum street and sidewalk requirements.

- A. Specifications and acceptance. The City Common Council shall establish by separate resolution, from time to time, the minimum requirements in the City for street, multi-use trail, and sidewalk construction. Before any street, multi-use trail, or sidewalk is accepted by the City it shall meet those requirements and thereupon will be accepted by the City Common Council by separate resolution. The requirements so adopted are incorporated into this chapter and shall be available from the City Clerk.
- B. Clear title. Before a street, multi-use trail, or sidewalk shall be accepted by the City, the owner shall furnish to the City evidence of clear title and proof that all costs of construction have been paid.
- C. Additional requirements. Any requirements for City streets that are contained in Chapter 239, Land Division, of this Code are incorporated herein.
- D. Street signs and posts. Street signs, culvert posts and guardrail, as required by the City Common Council, shall be obtained and placed by the City, the costs of which shall be paid for by the owner making such dedication.

§ 303-2. Seeding and sodding of rights-of-way.

- A. Specifications and acceptance. The City Common Council shall establish by separate resolution, from time to time, the minimum requirements for seeding and sodding in the City for all shoulders, slopes, ditches or other designated locations. Before any shoulder, slope, ditch or project is accepted by the City Common Council it shall meet those requirements and thereupon may be accepted by the City Common Council by separate resolution. The requirements so adopted are incorporated into this chapter and shall be available from the City Clerk.
- B. Additional requirements. Any additional requirements for shoulders, ditches, and slopes that are

City of Pewaukee, WI
contained in Chapter 239, Land Division, of this Code are incorporated herein.

§ 303-3. Use of highway, ~~and street~~, sidewalk, and multi-use trail rights-of-way.

- A. City Common Council permission. No person shall use the highway, ~~and street~~, sidewalk, and multi-use trail rights-of-way for any purpose whatsoever without permission from the City Common Council.
- B. Use of certain public rights-of-way. No person shall use any public street, sidewalk, multi-use trail, or highway right-of-way within 600 feet of the shore of Pewaukee Lake or any of its inlets or tributaries for any of the following uses unless specifically approved and posted for such by the City Common Council:
- (1) Parking of motorized vehicles.
 - (2) Shore-docking, beaching, parking or tie-up of water use vehicles such as boats, pontoons, ski-boats, snowmobiles, and all-terrain vehicles.
 - (3) Disposal or depositing of solid, liquid, yard, or human waste.
 - (4) Cleaning or gutting of fish.
 - (5) Depositing of minnows or other bait.
 - (6) Camping, tenting, picnicking, swimming, sunbathing, cooking or setting of fires of any kind.
 - (7) Construction of docks, signs, and other like temporary or permanent structures.
 - (8) Fishing, standing, sitting, laying or generally congregating after sunset or before sunrise of any day.
 - (9) As access to the lake by motorized vehicles of any kind, or by boats or other lake use vehicles.

C. Use of Sidewalks and Multi-Use Trails. No person shall use any public sidewalk or multi-use trail for motorcycles, motor bikes, go carts, dirt bikes, moped, ATV, UTV, golf cart, or other motorized vehicles except electric personal mobility devices. Motorized scooters (eg. Razor, Lime, Spin, Veo, or mobility scooters) or bicycles shall yield the right-of-way to of the sidewalk or trail to pedestrians and traditional pedal bicycles.

C.D. Penalties. Any person, firm or corporation found to have violated any part of this section shall be subject to a fine of not less than \$100 nor more than \$1,000 for each violation, with each day constituting a separate violation beginning with the day of notification of such violation.

§ 303-4. Uniform address system and street names.

- A. Waukesha County uniform address system. The uniform address system of the City of Pewaukee shall be based on and become a part of a uniform address system for Waukesha County, as recommended by the County Board on March 12, 1957. All provisions therein relating to the establishment of a uniform address system for the county are hereby approved, and such provisions as are applicable to the City of Pewaukee, as more specifically set forth in this section, are hereby adopted by the Common Council of the City of Pewaukee.
- B. Establishment of uniform system of numbering. There is hereby established a uniform system of numbering properties fronting on all streets, highways and rights-of-way in the City of Pewaukee, and all existing residences and places of business and all residences and places of business which are hereafter constructed shall be numbered in accordance with the provisions of this section.
- C. Base lines.

City of Pewaukee, WI

- (1) Base lines, as recommended for a uniform county address system, shall be used for determining the numbering in the City of Pewaukee. The east-west line, as recommended, shall be used for numbering along all streets running north and south. This base line shall be a continuation of the east-west base line used in Milwaukee County and shall be the north or top line of Sections 31 to 36 inclusive in Brookfield, Pewaukee, Delafield and Summit. Its numerical designation

shall be "1." A north-south base line, as recommended, shall be used for numbering along all streets running in a westerly direction. This base line shall be the eastern boundary of Waukesha County, and its numerical designation shall be "124."

- (2) Each property north of the east-west base line and facing a street running in a northerly direction shall carry an address indicating its position west of the north-south base line and its position north of the east-west baseline.
 - (3) Each property south of the east-west base line and facing a street running in a southerly direction shall carry an address indicating its position west of the north-south base line and its position south of the east-west base line.
 - (4) Each property west of the north-south base line and facing a street running in a westerly direction shall carry an address indicating its position either north or south of the east-west base line and its position west of the north-south base line.
 - (5) Properties on diagonal or curvilinear streets shall be numbered the same as, or similarly to, properties on northerly or southerly streets if the diagonal or curvilinear streets run more from the north to the south. The same shall hold for diagonal or curvilinear streets which run more from the east to the west in that properties on such streets shall be numbered the same as, or similarly to, properties on westerly streets.
 - (6) Where the general direction of a diagonal or curvilinear street has a deviation of exactly 45° the direction of the street shall be considered as being northerly or southerly.
- D. Invisible rectangular blocks. A system of invisible rectangular blocks shall be established as a control grid in the following manner in conformity with the recommended uniform county address system:
- (1) The established section lines shall form a basis for the block system and in a westerly direction from the eastern boundary of the county the first six sections, extending through Menomonee Falls, Brookfield, New Berlin and Muskego, shall be divided into 16 blocks each. These invisible block lines shall have numerical designations of from "124" at the county line to "220" at the western City limits of Muskego, New Berlin, Brookfield and Menomonee. Westward through the remaining towns the sections shall be divided into 10 blocks each and the block lines shall have numerical designations of from "220" to "400," the latter being at the west edge of the county.
 - (2) In a northerly direction from the east-west base line the first and second rows of section shall be divided into 11 blocks each, the third row into eight blocks, and the fourth row into nine blocks. From and including the fifth row northward to the north county line the sections shall be divided into eight blocks each. These invisible block lines shall have numerical designations of from "1," the base line, to "96" at the north county line.
 - (3) In a southerly direction from the east-west base line the first row of sections shall be divided into 13 blocks and the second row into nine blocks. From and including the third row southward to the south county line the sections shall be divided into eight blocks each. These invisible block lines shall have the numerical designations of from "1," the base line, to "111" at the south county line.
- E. Assignment of numbers.
- (1) One hundred numbers shall be assigned to each invisible block, regardless of discrepancies in block sizes. Properties on the north and east sides of streets shall bear even numbers and

properties on the south and west sides of streets shall bear odd numbers.

- (2) The number assigned to each property shall be composed of two parts. The first part, or street designation, shall be composed of a directional letter, "N," "S" or "W" followed by the number of the appropriate block line.
 - (3) The second part of the property number, the block and house designation, shall be composed of a directional letter followed by the number of the appropriate block line plus two additional digits indicating the relative position of the property in the block.
 - (4) For a block which lies south of the east-west base line, the designation of the block shall be by the block line numbers of its north and its east boundaries. For a block which lies north of the east-west base line, the designation of the block shall be by the block line numbers of its south and its east boundaries.
 - (5) Properties and street intersections contained within any block shall bear numbers and directional letters related to the point of intersection of the block boundary lines stipulated in the subsection next above.
- F. Determination of proper number. The point from which any property shall be assigned its proper number shall be determined as follows:
- (1) Where land has been subdivided or platted into lots, the center point of the frontage line of each parcel shall be the point of determination.
 - (2) In cases of farm residences or other residences or business places situated on large acreage or away from other development, the point of determination shall be the intersection of the center line of the principal driveway with the street or highway right-of-way line.
 - (3) The proper number shall be determined and assigned by the Building Inspector.
- G. Street names.
- (1) Streets which are extensions of streets in Milwaukee County shall bear the name by which they are known in that county excepting that directional prefixes, if any, shall be dropped. No directional prefix shall be used on any local street.
 - (2) All numerical street names shall be abandoned and other names substituted.
 - (3) A list shall be compiled by the Building Inspector of all existing street names in the City of Pewaukee and no future street shall be given a name which duplicates or approximates an existing name. Cooperation shall be sought with all towns and municipalities in the county to the end that duplication of street names shall be minimized.
 - (4) The City of Pewaukee shall cooperate with neighboring towns, villages and cities to the end that streets which are continuous from one municipality or town to another municipality or town may have but one name when such single name would be desirable.
 - (5) The City Common Council of the City of Pewaukee may accept or reject proposed names of new streets and, where there is clearly a conflict or duplication in existing names, may direct the changing of one or more such names so that conflict or duplication may be minimized. The City Common Council, if it sees fit, may hold public hearings at which interested property owners may express their views concerning the naming or renaming of a street or streets.

H. Record of addresses.

- (1) For the purpose of facilitating the establishment and continuing workability of a uniform address system in the City of Pewaukee there shall be prepared and kept on file in the office of the Clerk a plat book showing the proper addresses of all residences and places of business within the City. The Clerk shall inform any person applying therefor of the number or numbers and approved street names belonging to a lot or property. In case of doubt as to the proper address belonging to any property the Building Inspector shall make the final determination.
- (2) Within 30 days after the final approval of any new subdivision or other division of land the Building Inspector shall assign addresses to each new building site. Records shall be kept of the assignments and a copy shall be provided for the developer at his request.

I. Installation of numbers.

- (1) Each residence and place of business has been assigned address numbers, and the owner, occupant or agent shall install or cause to be installed in a conspicuous place, which can be observed from the roadway, upon the property/premises occupied by each house or place of business controlled by the occupant, the address assigned under the uniform address system provided for by this section. The size of the address letters/numbers shall be a minimum size of 2 1/4 inches tall and they shall be installed on a contrasting background. If multiple residential or business buildings are serviced by one driveway, each of the individual structures shall display an address. If a determination has been made by the Building Inspector or Code Compliance Officer that the address letters/numbers are not located in a conspicuous location, the owner or occupant shall be responsible for becoming compliant within 30 days of such notice. **[Amended by Ord. No. 04-9]**
- (2) Numbers shall be installed within 30 days from date of assignment or from the date of initial occupancy.

J. Procurement of numbers. Whenever any residence or place of business shall be erected in the City of Pewaukee after the work of establishing a uniform address system has been completed, the owner shall at the time of obtaining a building permit procure the correct number and street name from the Building Inspector and within 30 days thereafter install the number on the building or premises as provided in Subsection I.

K. Failure to attach and maintain numbers. If the owner or occupant of any residence or place of business shall neglect for the period of 30 days to duly attach and maintain the property address, the Building Inspector or Code Compliance Officer shall serve upon the owner a notice requiring the owner to properly attach the address. If the owner neglects to do so after service of such notice and a period of 10 days elapses, he shall be deemed to have violated this section and be subject to penalties set forth. **[Amended by Ord. No. 04-09]****§ 303-5. Openings in streets, sidewalks, or multi-use trails, and highways.**

- A. Regulation. "Street", "sidewalk", "multi-use trail", and "highway" as used herein shall include the entire public right-of-way from property line to property line.
- B. Permit. No person shall open any public street, sidewalk, multi-use trail, or highway within the City of Pewaukee or cause the same to be done without first obtaining a permit therefor from the City Common Council. All applications for such permits shall be in writing and be filed with the City Clerk. Every such application for a permit shall describe the street, sidewalk, or multi-use trail, or highway upon which the proposed opening is to

be made and shall locate the proposed opening on such street, sidewalk, or multi-use trail, or highway. The application shall further show the length, width and depth of the proposed opening in the public street, sidewalk, multi-use trail, or highway and shall state the purpose for which such opening is made. A fee in an amount as established, from time to time, by the City Common Council shall be charged for such permit and shall be deposited by the applicant with the City Clerk at the time the application for such permit is made.

- (1) Excavations in macadam or unpaved streets, etc. When excavations are made in macadam streets or unpaved streets and alleys surfaced with gravel, they shall be made and filled in the following manner: the backfilling below the surface shall be done with gravel, sand or crushed stone, firmly tamped, or flushed with water, and all earth, stone or other material excavated shall be hauled away by the person authorized to make the excavation, unless otherwise specified by the City of Pewaukee which shall be the final authority on acceptance of the excavation material for the use of backfill. In case of dispute the decision of the City Common Council shall be final and binding upon the parties affected. All such excavations shall be given a temporary blacktop surfacing two inches thick immediately following the completion of the refilling or backfilling.

- (2) Excavations in paved streets, sidewalks, or multi-use trails.

- (a) Unless expressly waived by the City Common Council, no excavations shall be permitted in any paved streets, sidewalks, or multi-use trails. All excavation in paved streets, sidewalks, or multi-use trails shall be done by boring under the street, sidewalk, or multi-use trail surface in such a manner so that the surface of the street shall not be affected by the tunnel. Any settling of the street, sidewalk, or multi-use trail-surface caused by said boring shall be immediately repaired by the permittee.

- (b) In the event the City Common Council shall permit the excavator to enter the surface of the paved street, sidewalk, or multi-use trail then said excavation shall be done as follows. Excavations in paved streets, sidewalks, or multi-use trails shall be made and filled in the following manner:

- [1] The opening in the pavement shall be sawed unless otherwise permitted by the Director of Public Works, and foundation must be at least 16 inches larger in all directions than the size of the trench to be excavated so that there may be a shoulder of solid earth eight inches wide on all sides of the opening to support the new pavement.
- [2] Should the sides of the trench cave during the progress of the work, additional pavement must be broken so that eight inches of the shoulder may be retained. The backfill below the pavement shall be done with gravel, sand or crushed stone, firmly tamped, and all stone, earth and other material excavated shall be hauled away by the person authorized to make excavation. All materials used shall comply with City regulations and specification.
- [3] No street, sidewalk, or multi-use trail which has been surfaced with bituminous or concrete material at least 1 1/2 inches in thickness within the previous 36 months shall be cut or excavated unless in an emergency. Any such emergency cut shall be backfilled with a "slurry" mixture and the surface repaved to City standards.

- C. Digging trenches. When opening any street, sidewalk, or multi-use trail surface or other public highway, it must be straight cut or sawed, all material for paving and ballasting must be removed with the least possible loss of surface material, and such material, together with that excavated from the trenches, or otherwise, must be placed where it will cause the least inconvenience to the public. All such materials must be so placed as to permit the free passage of water along the gutters or ditches.

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Any street, sidewalk, or multi-use trail or public highway upon which such opening is made must not be obstructed so as to interfere with the traffic thereon. No

more than the necessary amount of the trench may be dug until the slant or junction piece to the sewer or water main is found. The backfilling must be compacted and paving and ballast must be replaced in as nearly the original condition as possible and to the satisfaction of the City Director of Public Works. When the sides of the trench will not stand perpendicular, sheeting and braces must be used to prevent caving. When caving occurs, all of the street, sidewalk, or multi-use trail or highway surface thus disturbed must be restored in the same careful manner as though it were originally excavated or trenched. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

- D. Backfill material. When any excavation is made in the City right-of-way of the highway, sidewalk, or multi-use trail or street, and the shoulder thereof, from property line to property line, the clay excavated must be removed and the excavation entirely backfilled with crushed road gravel thoroughly compacted in one-foot lifts with a wacker. Any tunnels dug in pavements shall be backfilled and compacted with crushed gravel subject to the approval of the City Director of Public Works. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**
- E. Maintenance of street, sidewalk, or multi-use trail after completion. Any person obtaining a permit as herein provided shall be responsible and shall be required to maintain and repair that portion of any public right-of-way in the City whereon such opening is made for a period of one year from the date that completion is approved pursuant to Subsection C above, and shall keep and maintain the right-of-way whereon the opening is made in the same condition as the remainder of the highway, sidewalk, or multi-use trail or public street whereon such opening was made. In the event that such repairs are not made as herein provided, the City Common Council shall order the same made by the person obtaining a permit as herein provided upon five days' written notice. In the event such repairs are not made as herein provided, the City Common Council shall cause the repairs to be made and charge the expense thereof to the person obtaining the permit and the bond deposited.
- F. Protection of the public. Every person opening any public street, sidewalk, or multi-use trail or highway within the City must enclose each such opening with surface barriers. Flashers must be kept burning from sunset to sunrise, each light to be placed at intervals of 10 feet. All necessary precautions shall be taken to protect the public effectually from accident or damage to persons or property from the beginning to the end of the work. The person obtaining the permit will be held liable for all damages, including costs incurred by the City of Pewaukee in defending any action brought against it for damages and costs of any appeal that may result from his neglect in opening the public highway, sidewalk, or multi-use trail or street and in performing the work incidental thereto, including any claim for damages that may result to the City by reason of the failure to keep the public street, sidewalk, or multi-use trail or highway in repair for a period of one year from the date that the opening is closed.
- G. Bond. Before a permit is granted, the applicant therefor shall execute to the City of Pewaukee and deliver to the City Clerk, at the time the application for such permit is filed, a undertaking in the sum of \$10,000, said undertaking to be a cash bond or letter of credit, or such other sum as the City Common Council may determine, conditioned that he will perform faithfully all work with due care and skill, and in accordance with the terms and conditions of this section, and that he will faithfully perform and abide by all the terms and conditions of this section, and will save the City of Pewaukee harmless from all liability for all damages, costs and expenses and claims of any nature or kind arising out of the unskillfulness or negligence in connection with causing the opening to be made in any such public highway or street in the City in accordance with the permit granted by the City Common Council. Such bond of undertaking shall remain in force and shall be executed for a period of one year, except that on such expiration it shall remain in force as to all penalties, claims or demands that may have accrued thereunder prior to such expiration. The City Director of Public Works may reduce the amount of the bond required herein in those situations where the need for \$10,000 is not deemed necessary by said Director. In the case that the Director deems that a lesser amount will fully protect

the interest of the City and compensate the City fully in the event of noncompliance, the Director may prescribe in writing to the applicant the sum deemed necessary and said amount shall constitute the bond required herein. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

- H. Restoration specifications. All restoration under this section shall be in accordance with the road, sidewalk, or multi-use trail specifications or utility specifications then in effect. In the event removed materials do not qualify for restoration, the applicant shall comply with the City specification with materials that do comply. At all times restoration shall be performed using "like kind" materials (sod for sod, black dirt for black dirt, asphalt for asphalt, etc.), and proper compaction methods shall be utilized to prevent settling.
- I. Telephone, electric and gas utilities. In the event the utility itself is performing the work, the bond imposed above shall be waived. In the event the utility has contracted the work to a private contractor, the bond shall then be required before said contractor shall be permitted to commence work.
- J. Penalties. In addition to the payment of all costs necessary to restore the project to the condition required by this section, any person who shall attempt to commence any construction covered herein without a permit, or who shall violate any other provisions of this section, shall be subject to a penalty of not less than \$500 nor more than \$1,000 for the violation of this section. Each day that a violation occurs shall be considered a separate and distinct offense under the terms of this section. Failure to pay any penalty imposed by a court of law under this section shall subject the defendant to commitment in the county jail or other remedy as provided under Wisconsin law. In all other respects any penalty shall be subject to § 1-4 of the City Code of the City of Pewaukee. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

§ 303-6. Official Map. [Added by Ord. No. 12-04]

- A. Intent. It is the intent of the Common Council to establish a City Official Map for the purpose of serving and promoting the public health, safety, convenience, economy, orderliness, and general welfare of the community; to further the orderly layout and use of land; to stabilize the location of real property boundary lines; to ensure proper legal descriptions and establishment of accurate survey control and identification of surveyed section and quarter-section corners; to facilitate adequate provision for transportation facilities, parks, and playgrounds; to preserve floodlands, wetlands and stormwater drainage facilities; and to facilitate the further subdivision of larger tracts into smaller parcels of land.
- B. Authority. This section is enacted and hereby created under the authority granted by § 62.23(6), Wis. Stats.
- C. Jurisdiction. The jurisdictional area of this section shall include all lands within the corporate limits of the City of Pewaukee.
- D. City Official Map. The City Official Map of the City of Pewaukee is hereby established, which shall be deemed to include the text of this section, the 28 individual maps which accompany and are an integral part this section, and Appendix I which accompanies and is hereby incorporated in this section. The Official Map shall show or describe the location and extent of all existing platted public streets and highways and proposed additions thereto; all planned arterial streets and highways; all designated floodlands; all wetlands; and all drainageways, parkways, parks and playgrounds within the jurisdictional boundaries of the City of Pewaukee proposed to be preserved as heretofore adopted and established by law. Appendix I to this section shall be deemed an integral part of the City Official Map and shall contain a detailed description of each of the 28 individual maps, including a description

of the facilities located within the mapped area.

E. Changes and additions.

- (1) The Common Council may change the City Official Map from time to time to establish the exterior lines of, widen, narrow, extend, or close any platted existing, proposed, or planned streets, highways, drainageways, parkways, and parks or playgrounds.
- (2) The Common Council shall refer any proposed change or addition to the City Official Map to the Plan Commission for review and recommendation thereon prior to consideration. The Plan Commission shall report its recommendation to the Common Council within 60 days of receipt from the Common Council.
- (3) A public hearing before the Plan Commission shall be required before any changes or additions to the City Official Map are effective, except that changes and additions made as a part of a duly approved land subdivision preliminary or final plat or certified survey map (CSM) shall not require a public hearing, as set forth herein, as long as such changes or additions do not directly affect any land outside the area being platted. In such case, the extent of platted streets and highways and environmental elements included on a plat or CSM shall be placed on the City Official Map once the plat or CSM is first approved by the Common Council. Notice of any public hearings shall be published as a Class 2 notice pursuant to Ch. 985, Wis. Stats.

- F. Building permits. For the purpose of preserving the integrity of the City Official Map and those existing and proposed public lands designated thereon, no building permit shall be issued for any structure or part thereof that is currently or hereafter proposed to be located, erected, reconstructed, extended, enlarged, converted or otherwise structurally altered within the boundaries or rights-of-way of such public land designations. No permit for the erection of any building shall be issued unless a public street or highway facilitating access to such proposed structure has been placed on the City Official Map. The City Building Inspector may require each applicant for a building permit to submit a plan, prepared and certified by a professional land surveyor, showing accurately the location of any proposed building(s) with reference to any street, highway, drainageway, parkway, floodplain or wetland shown on the City Official Map.
- G. Utility improvements. No public utilities or improvements shall be constructed within the right-of-way of any street, highway, or parkway within the jurisdictional area of the City Official Map until the location of such street, highway, or parkway has been approved by the Common Council.
- H. Appeals. The City's Zoning Board of Appeals shall have the power, under § 62.23(6)(e), (f), and (g), Wis. Stats., to review any administrative decision of the City Building Inspector to deny a permit for the erection of a structure hereunder, and to grant relief from the requirements hereof.
- I. Certification. There shall be a certified copy of each of the 28 maps that comprise the map element of the City Official Map, described in Subsection D above, maintained in the office of the City Clerk and/or City Planner, and shall be available for inspection by any interested person during regular office hours. Each copy of each of the certified maps shall bear on its face a written declaration that it is a true copy of the City Official Map described in this section and shall be officially signed by the Mayor and by the City Clerk. Thereafter no change or addition to such City Official Map shall become effective until it shall have been adopted by the Common Council as set forth herein and a certificate placed thereon or attached thereto bearing the date of adoption of the amending action. The certificate shall be signed by the Mayor and countersigned by the City Clerk as set forth above.
- J. Filing with the County Register of Deeds. Within five working days following adoption and the

creation of the City Official Map or any amendment thereto, the City Clerk shall be responsible for recording a true copy of the City Official Map, as amended, with the Waukesha County Register of Deeds. When permitted, a compact disk may be substituted for paper copy.

K. Enforcement. It shall be the duty of the City Building Inspector, City Planner and/or the City's principal law enforcement officer to enforce the provisions hereof.

L. Penalties.

- (1) Any person, firm, or corporation who or which, after having been given at least a five-day written notice, fails to comply with the provisions of this section shall, upon conviction thereof, forfeit not more than \$500 and not less than \$200 and cost of prosecution for each violation, and in default of payment of such forfeiture and costs shall be imprisoned in the county jail until payment thereof but not exceeding 30 days. Every day of noncompliance following proper notice shall constitute a separate violation.
- (2) No damages shall be allowed for the condemnation of land by any governmental agency for street, highway, drainageway, and parkway purposes or for required removal of any building erected in violation of this section.

§ 303-7. Culverts.

- A. Culvert installation. No public street, road, highway or drainage easement ditch shall be traversed with a motorized vehicle in the City of Pewaukee except at those locations where necessary drainage culverts have been installed pursuant to authorization by the City Common Council for the purpose of drainage ditch preservation and assuring potential surface water and stormwater drainage. The installation of all driveway or road ditch culverts in the City of Pewaukee shall be accomplished by the City personnel or contractors retained by the City.
- B. Cost of culvert installation. At the time of application or request for installation of a road ditch or public drainage easement culvert, the owner/applicant must agree to pay the actual cost of installing the culvert(s) plus administrative costs. Upon completion of culvert installation, the City will bill the property owner/applicant for such cost which will be due and payable within 60 days. The amount to be charged by the Building Inspector for the culvert installation shall be based upon the actual cost of the culvert, any fill or construction materials, wages or contracts for labor and machinery expense. In addition, an administrative charge of 10% shall be added to the above cost to offset the expenses of the City in administering the culvert installation project and to recover cost of any necessary inspections. An estimate of total cost of the culvert installation shall be provided to the applicant/owner by the Building Inspector at the time a request for culvert is made.
- C. Prohibited culvert installation. No person, firm, or corporation shall install or cause the installation of any culvert which is within or will allow access to a public right-of-way or easement in the City of Pewaukee unless authorized specifically by the City Common Council. Any culvert installed in violation hereof shall be removed by the owner of the property serviced by the culvert within 10 days following written notification of such violation by the Building Inspector. If not removed within the prescribed time period, the City Common Council shall have the culvert removed and, if necessary and warranted, a legal culvert installed. The property owner shall pay all expenses for any such removal as well as the costs involved in the installation of a legal culvert. If said owner fails to pay the expenses of the City, the charges may be placed on the tax roll and collected as a special charge as set forth in § 66.0627, Wis. Stats.
- D. Continuing responsibility for culvert. Every property owner will have the continuing responsibility

and obligation to maintain ~~and repair~~ the culvert(s) servicing his property. Should any culvert reach such a condition or state of disrepair or be damaged to such extent that the flow of drainage or access by motor vehicles is affected thereby, the property owner shall ~~notify the Public Works Department~~ take whatever actions are necessary to repair or replace said defective culvert. ~~In the event a property owner shall fail to maintain a culvert in good repair or install a replacement culvert as required, the City Common Council shall have the right to proceed, after notification as outlined in Subsection C of this section, to repair or replace the defective culvert at the expense of the property owner and charged as prescribed in Subsections B and C of this section. The owner may appeal the imposition of said charges to the City Common Council within 30 days of receiving notice of said charges.~~

- E. Highway Superintendent to monitor. The City Highway Superintendent or his designate shall have the responsibility to determine all matters relating to condition, specification, grade and location of all culverts within the City. The Highway Superintendent's decision will be final, except that any person aggrieved by his decision may appeal said decision to the City Common Council.
- F. Penalty. The penalty for violation of this section, in addition to the financial responsibilities herein, shall be as contained in § 1-4 of this Code.¹

§ 303-8. Deposit of snow or ice in streets or rights-of-way.

- A. No person, corporation or organization shall cause, allow or permit snow or ice to be deposited from premises owned, controlled, leased, rented or maintained by said person, corporation or organization onto any streets, sidewalks, or multi-use trails or right-of-way in the City of Pewaukee except by City Employees and Equipment.
- B. Sidewalks to be kept clear. The owner or occupant of any lot or parcel shall remove all snow and ice which may have fallen or accumulated upon the sidewalk in front of such lot or parcel within 72 hours of snowfall starting at the completion of each snow or ice event. If ice has formed so that it cannot be removed, the owner or occupant shall keep the same sprinkled with a material which will prevent the sidewalk from being dangerous to pedestrians. If the owner or occupant fails to comply with this section, the Street Superintendent shall cause the snow and ice to be removed or sprinkled as required in this section and the cost thereof to be assessed against the property as a special real estate charge.
- C. Multi-use trails to be kept clear. The City of Pewaukee shall remove all snow and ice which may have fallen or accumulated snow upon the multi-use trail within 3 weeks of snowfall starting at the completion of each snow and ice event.
- D. Curb ramps. The owner or occupant of each building, dwelling, or unoccupied lot is required to remove snow upon any portion of a sidewalk which leads to the street and intersects with the curb at an intersection, corner, or crosswalk. If such snow is not removed within the time designated for removal in sub B of this section, the City may clear the snow in accordance with sub. B of this section and assess the applicable charge.
- A-E. Snow Surrounding Fire Hydrants. The owner or occupant of each building, dwelling, or unoccupied lot fronting upon or adjoining a fire hydrant shall clear the snow surrounding the fire hydrant to allow full access from the street. If such snow is not removed within the time designated for removal in sub. B of this section, the City may clear the snow and assess the applicable charge.
- B-F. Each violation and each day that a violation occurs or continues shall be considered a separate violation of this section.
- C-G. In addition to any penalty imposed for violation of this section, the City may charge to the violator the actual costs and expenses of correcting the violation, and if the violator does not pay such charge, the same may then be added to the tax roll as a special real estate charge.

Commented [MW1]: Council needs to determine if they will require sidewalks along the rear property to be kept clear by the homeowner. The City has sidewalk along Meadowbrook Road (STH 318) on the back lots of residents in Arrowhead Trails.

§ 303-9. Sewer, water and public improvement oversizing and extensions.

A. Developer to finance facility extensions.

- (1) Whenever a developer/landowner within the City of Pewaukee proposes a development requiring public services such as sewer mains, lift stations, water mains, meters, oversizing of existing facilities, storm drainage facilities, street extensions or reconstructions, ditches, and similar physical facilities and appurtenances, together with any easements therefor, and if all or any of such public facilities are not in place and ready for connection or extension to the proposed development or user, the developer/landowner will, prior to final approval of any development plans, enter into a subdivider's or developer's agreement with the City therein, which agreement will set forth the specific provisions and procedures for completion of the development as well as set forth who will accomplish the work involved. Prior to approval of a developer's/landowner's agreement by the City, the developer/landowner shall provide an irrevocable letter of credit or cash bond in an amount equal to the City Engineer's estimate of the total cost of such development/subdivision to ensure that the project will be completed to the satisfaction of the City.
- (2) At the option of the City and in the event developer/landowner has adequate financial capability,

1. Editor's Note: Original § 10.08, which immediately followed this section, was repealed by Ord. No. 06-01.

the City may allow the developer/landowner to design, plan, bid and construct all facilities the developer/landowner proposes to dedicate to the City within its own development without the requirement of an irrevocable letter of credit or cash bond. The developer/landowner will, however, not permit any services to be utilized in advance of dedication and acceptance by the City. In the event the developer/landowner obtains approval to design, plan, bid and construct its own project within its property, the developer/landowner will not request from the City any reimbursement by way of special assessment.

- (3) If the City is to accomplish the utility/facilities development/construction, the developer/landowner shall, at the time required by the City, provide a trust account in the name of the City in an amount equal to 110% of the total cost of such development/construction as estimated by the City Engineer to accomplish the tasks involved and to offset any administrative cost related to such accomplishment. As a mutual agreed option, a developer/landowner may request that the proposed development take place in mutually exclusive stages and further request that the funding for the proposed development be accomplished for each specific stage with the understanding that no stage will be commenced prior to agreement as to the amount and type of the funding as provided herein. Said trust account shall be approved by the City Attorney and shall be solely controlled by the City.
- B. City to special assess benefits with certain deferments. If the City makes the basic improvements, the City may, upon receipt of the trust funds and a specific request is made by the developer/landowner as provided in Subsection A, pass a preliminary resolution or resolutions commencing procedures to special assess all property owners directly benefiting from the public facilities being installed.
 - (1) All planning, engineering and construction to be accomplished under the direction of the City Engineer. At the option of the City, all construction for the public facilities governed by this section may be planned, engineered, bid and performed by either the City and/or Sanitary District or the developer/landowner. In the event the developer/landowner is allowed to provide any of the planning, engineering or construction of the public facilities, all activities related to such activities shall be under the direction of the City Engineer. All expenses incurred by the City shall be paid from trust funds provided by the developer/landowner.
 - (2) Properties benefiting to be special assessed benefits. If the development/subdivision utilities and facilities are accomplished by the City, all real estate benefiting directly from said extension of public services may be specially assessed for those benefits in an amount as determined by the City Common Council, but not to exceed the total cost of the project.
 - (3) Special assessment deferments. Those parcels not realizing an immediate benefit will be granted a deferment of any special assessment for so long as legally permitted by the City Common Council, but in any case, deferment shall be levied in such terms as ordered upon the happening of any of the following events which shall thereupon vest the benefit:
 - (a) Sale, gift, devise or other transfer of the property to any person, corporation or association other than a spouse;
 - (b) Connection of the property to the facility either voluntarily or by order of any governmental body or agency; or
 - (c) The passage of all legal time for deferments of special assessments.
 - (4) Developer/landowner to add to trust fund if shortages arise. At any stage of the project, if the moneys in said trust account are deemed to be insufficient by the City Common Council, the

developer/landowner shall replenish said escrow with sufficient funds to complete the project based on an updated estimate by the City Engineer. The City will place said trust funds in an interest-bearing account and any interest earned on said account will accrue to the benefit of the trust account and belong to the developer/landowner. At any stage the developer/landowner may apply to the City Common Council for reduction in said trust moneys upon approval and recommendation from the City Engineer for the lesser amount. Said trust reduction may occur if the amount necessary to complete the project decreases in amount.

- C. Repayment of developer/landowner financing by special assessment. If the City is legally permitted to return to the developer/landowner his moneys advanced as provided above by the collection of said special assessments, then the City may refund that portion of the special assessment representing the amount expended by the developer/landowner as collected. In the event that it is finally adjudicated by a court of competent jurisdiction that the City is legally prohibited from special assessing or the developer/landowner is not entitled to reimbursement, then the special assessment will thereupon be voided and the developer/landowner will be deemed to have lost any legal right to reimbursement of development advances.
- D. No effect on construction required within development. Nothing herein shall affect the requirement that the developer/landowner design, construct and dedicate all public facilities within said development and for which the developer/landowner shall remain responsible legally and financially in accordance with all other City ordinances.
- E. Use of facilities. Any facilities constructed under this section by the developer/landowner shall not be utilized without prior written approval by the City.
- F. Warranties. All facilities planned, designed or constructed by the developer/landowner shall be warranted against any and all defects in workmanship and materials for a period of 12 months from the date of acceptance of said facilities by resolution of the City. In addition to the warranties for workmanship and materials, the developer/landowner shall be responsible for negligent installation as provide under Wisconsin law.

§ 303-10. Lawn fertilizer application control.

- A. Restrictions on fertilizer content.
 - (1) Definition. For purposes of this section, "applicator" shall be defined as any firm, corporation, franchise, or commercial or noncommercial applicator for hire engaged in the business of landscaping or lawn care, and the application of fertilizer in conjunction therewith, or any individual property owner or renter.
 - (2) Fertilizer content. No applicator shall apply any lawn fertilizer, liquid or granular, within the City of Pewaukee which contains any amount of phosphorous or other compound containing phosphorous, except the naturally occurring phosphorous in unadulterated natural or organic fertilizing products such as yard waste compound.
 - (3) Exemption to phosphorous requirement.
 - (a) The limitation pertaining to quantity of phosphorous shall not apply to:
 - [1] Newly established or developed turf and lawn areas during first growing season;
 - [2] Turf and lawn areas which soil tests confirm are below phosphorous levels established by the City approval authority; the lawn fertilizer application shall not

contain an amount of phosphorous exceeding the amount of phosphorous and the appropriate application rate recommended in the soil test evaluation;

[3] Golf courses when used for golf course management/repair; or

[4] Land zoned agricultural in nature when used for crop development.

- (b) Phosphorous applied as lawn fertilizer pursuant to the aforementioned exemptions shall be watered into the soil where it is immobilized and generally protected from loss by runoff.
- (c) Any person, firm, corporation, franchise, or commercial or noncommercial applicator, including a homeowner or renter, shall notify the City at least 24 hours prior to applying lawn fertilizer containing phosphorous of the reason for using fertilizer containing phosphorous and the amount of phosphorous contained in the lawn fertilizer to be applied.

B. Regulation of application.

- (1) Time of application. No applicator may apply lawn fertilizer when the ground is frozen or when conditions exist which will promote or create runoffs.
- (2) Sample analysis cost. In the event of a dispute regarding content of fertilizers applied by applicators, the City may sample the content. The cost of analyzing fertilizer samples taken from commercial applicators shall be paid by the applicators if the sample contains phosphorous.
- (3) Impervious surfaces and drainageways. No applicator shall apply fertilizer to impervious surfaces, such as driveways, sidewalks, and streets, or areas within drainage ditches or waterways. In cases where fertilizer unintentionally lands on a sidewalk, street or driveway, the applicator or person shall be required to sweep it off that surface.

C. Buffer zone. No fertilizers containing phosphorus may be applied:

- (1) To any established natural buffer zones as outlined in Chapter 340, Zoning, or as established by the Wisconsin Department of Natural Resources. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**
- (2) Below the ordinary high-water line of any stream or water body as established by the Wisconsin Department of Natural Resources.
- (3) Within 20 feet of any wetland, pond, lake or standing water surface.

D. Penalties. Violations of this section shall carry penalties as provided in § 1-4 of this Code.

§ 303-11. Gates in private roads. [Added by Ord. No. 14-13]

- A. Any gate located within a private road shall be serviced and inspected on an annual basis by a technician qualified for the particular mechanism employed for operation. Documentation of the service and inspection shall be submitted to the Fire Inspector within 20 days of inspection.
- B. The owner of the private road shall keep the roadway on either side of the gate clear of all snow, ice, debris, or other substance at all times.
- C. The forfeiture for a violation of this section shall be as set forth in § 1-4B of this Code, except that the minimum forfeiture is \$500.
- D. This section shall apply to any gate installed after the effective date of this section.

§ 303-12. Sidewalks Cost to Construct and Replace.

- A. The cost of the initial laying of sidewalks shall be charged to the abutting property owners as a special charge as defined in Wis. Stat. §74.01(4). If requested for existing properties, the City will install the sidewalk upon a written petition of at least 50% of the neighborhood and shall charge the abutting property owners as a special charge as defined in Wis. Stat. §74.01(4). If required as part of a new development, the developer shall pay for all costs associated with the sidewalk installation.
- B. If the City determines that any existing sidewalk within City right-of-way requires replacement, the cost of replacing the sidewalk shall be paid by the abutting property owner as defined in §74.01(4).
- C. Special charges for cost of sidewalk replacement may be paid in 10 annual installments, as provided in Wis. Stat. §66.0907(4)(f) with interest on any unpaid balance. The interest rate will be 1% over the City's last borrowing rate.
- D. Sidewalks will be a minimum of 5 feet wide and shall be a paved surface as approved by the City Engineer.

§ 303-123. Violations and penalties. [Amended by Ord. No. 14-13; at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]

Except as otherwise provided herein, any person who shall violate any provision of this chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in § 1-4 of this Code.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action to award the 2025 Tree Clearing Contract to the lowest qualified bidder, Cut-n-Go Trees LLC, in the amount of \$75,671.00.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The City planned tree removals in the 2025 budget in accordance with our Tree Inventory and Management Plan. We have 81 trees in various locations throughout the City that will be removed as part of this contract that are deemed to be hazards or have reached their end of life. All tree body wood and limbs will be removed and disposed of by the contractor. Stump grinding will occur at 31 of the tree removal areas where the stumps would interfere with maintenance operations.

We received 2 bids. Dorshak Tree Specialist and Cut N Go Trees. Cut N Go Trees was the low bid. Upon review, they have completed similar projects and Staff has no objections to awarding the contract to the low bidder, Cut N Go Trees.

Fiscal Impact:

The 2025 Budget included \$150,000 for tree removal. There is sufficient budget to award this contract.

Recommended Motion:

Council award the 2025 Tree Clearing Contract to the lowest qualified bidder, Cut-n-Go Trees LLC, in the amount of \$75,671.00.



**Department of Public Works
Engineering Division**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

BASE BID				Cut N Go Trees		Dorshak Tree Specialists	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Tree Removal (81)	1518	I.D.	\$ 44.95	\$ 68,234.10	\$ 75.00	\$ 113,850.00
2	Stump Grinding	31	EA	\$ 119.95	\$ 3,718.45	\$ 200.00	\$ 6,200.00
3	Restoration with Topsoil, Seed, and Mulch	31	EA	\$ 119.95	\$ 3,718.45	\$ 550.00	\$ 17,050.00
TOTAL OF ALL ESTIMATED PRICES					\$ 75,671.00		\$ 137,100.00

Low Bid: \$ 75,671.00

Low Bidder: Cut N Go Trees

City of Pewaukee
2025 Tree Removals Contract

M-25-53410

Cost Comparison of Bidders

Bids Opened at 10 AM on November 6, 2025

Page 1 of 1

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Tree Removal Table				
Map	Tree I.D.	Tree Address	Speices	Size (Inches)
Tree Removal Map 1	420	N39 W27185 Glacier Road	Serontina	28
	3117	N38 W27273 Parkside Road	Spruce Spp	17
	3116	N38 W27273 Parkside Road	Spruce Spp	13
	3115	N38 W27273 Parkside Road	Spruce Spp	18
	459	N38W27241 Parkside Road	Black Locust	19
	3114	N38 W27273 Parkside Road	Spruce Spp	18
Tree Removal Map 2	3138	W272 N4642 Yench Road	Spruce Spp	13
Tree Removal Map 3	3296	W261 N4256 High Street	Swamp White Oak	46
	52	W261 N4408 High Road	American Elm	12
	147	N43 W25911 Lindsay Road	Ash Spp	12
	647	N44 W25902 Lindsay Road	Boxelder	13
Tree Removal Map 4	3029	N44 W25838 Lindsay Road	Silver Maple	24
	3028	N44 W25838 Lindsay Road	Silver Maple	16
	649	N44 W25838 Lindsay Road	Boxelder	16
	2884	Lindsay Road	Shagbark Hickory	13
	3846	Lindsay Road	Boxelder	20
	3845	Lindsay Road	Ash Spp	18
	1407	N45 W25203 Lindsay Road	Eastern Cottonwood	59
Tree Removal Map 5	2114	W244N4515 Swan Road	Linden Spp	22
	3841	W244 N4470 Swan Road	Cherry Spp	19
	607	W244 N4412 Swan Road	Boxelder	14
	603	W244 N4470 Swan Road	Boxelder	15
	413	N45 W24434 Lindsay Road	Black Cherry	16
	604	W244 N4412 Swan Road	Boxelder	18
	605	W244 N4412 Swan Road	Boxelder	16
	2982	N45 W24568 Lindsay Road	Silver Maple	38
	3851	W241 N4225 Lindsay Road	Ash Spp	5
	3850	W241 N4225 Lindsay Road	Ash Spp	5
	3849	W241 N4225 Lindsay Road	Boxelder	23
	3848	W241 N4225 Lindsay Road	Cherry Spp	14
	3847	W241 N4225 Lindsay Road	Shagbark Hickory	14
Tree Removal Map 6	3842	N46 W23423 Lindsay Road	Ash Spp	20
	3852	N47 W22521 Weyer Road	N/A	21
Tree Removal Map 7	3269	W224 N3845 Long Valley Road	Swamp White Oak	40
	3871	W225 N3945 Duplainville Road	Pine Spp.	14
	3870	W225 N3945 Duplainville Road	Pine Spp.	14
	3868	W225 N3945 Duplainville Road	Pine Spp.	14
	3869	W225 N3945 Duplainville Road	Pine Spp.	14
	3867	W225 N3945 Duplainville Road	Pine Spp.	14
	3866	W225 N3945 Duplainville Road	Pine Spp.	14
Tree Removal Map 8	3721	W220 N3420 Bonnie Lane	White Spruce	10
	3720	N233 W22065 Hill n Dale Circle	N/A	8
Tree Removal Map 9	3221	N30 W23490 Greenfield Court	Sugar Maple	20
	3865	N31 W23098 Green Road	Pine Spp.	24
Tree Removal Map 10	625	N29 W22051 Kathryn Court	Boxelder	21
	3872	N27 W22212 Shadywood Court	Sugar Maple	30
	629	N27 W22397 Burningwood Lane	Boxelder	38
Tree Removal Map 11	3863	Ridgeview Parkway	Boxelder	7
	3862	Ridgeview Parkway	Boxelder	7
	3861	Ridgeview Parkway	Boxelder	14
	3860	Ridgeview Parkway	Boxelder	13
	3859	Ridgeview Parkway	Boxelder	11
	3858	Ridgeview Parkway	Boxelder	10

	3857	Ridgeview Parkway	Boxelder	10	
	3856	Ridgeview Parkway	Boxelder	14	
	3855	Ridgeview Parkway	Boxelder	13	
	3854	Ridgeview Parkway	Boxelder	8	
Tree Removal Map 12	2517	Pilgrim's Rest Cemetery	Norway Maple	37	1
Tree Removal Map 13	1073	N11 W24199 River Lane	Colorado Spruce	20	1
	1072	N11 W24199 River Lane	Colorado Spruce	10	1
Tree Removal Map 14	407	W237 N275 Oakridge Drive	Black Cherry	16	
	3097	W237N363 Oakridge Drive	Spruce Spp	20	
	3098	W237N363 Oakridge Drive	Spruce Spp	12	
Tree Removal Map 15	3101	N6 W27592 Northview Road	Spruce Spp	10	
Tree Removal Map 16	3840	W278 N1175 Woodside Drive	Boxelder	26	
	3839	W278 N1174 Woodside Drive	Boxelder	22	
	401	W277 N1310 Springhill Drive	Black Cherry	16	
	3657	W277 N1310 Springhill Drive	White Oak	29	
Tree Removal Map 17	30	N25 W27428 Oak Street	American Elm	27	1
	31	N25 W27428 Oak Street	American Elm	25	1
	2313	N26 W27495 Prospect Ave	Norway Maple	23	1
	3843	W277 N2550 Rocky Point Road	N/A	36	1
	3844	W277 N2610 Rocky Point Road	N/A	18	
	33	W276 N2633 Lily Court	American Elm	16	
Tree Removal Map 18	851	W277 N2849 Oak Street	Catalpa Spp.	35	1
	1995	W277 N2849 Oak Street	Juniper Spp.	10	1
	3853	N28 W27683 Peninsula Drive	Apple Spp.	11	
	3819	W274 N2822 Oak Street	Willow	24	
	38	W274 N2822 Oak Street	American Elm	7	
Tree Removal Map 19	3633	W262 N3051 Prospect Ave.	White Oak	23	1
Tree Removal Map 20	3864	W245 N4780 Swan Road	Oak Spp.	28	

****Highlighted Trees: stumps are to be grinded down.****

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City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding an agreement with Wachtel Tree Science & Service for Arbicultural Consulting Services for 2026 up to \$15,000.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

In 2022, the City completed a City Wide Tree Inventory which included maintenance recommendations and guidance for tree replanting. For the last few years, Staff has focused on tree removals to limit the City's risk of damage from these trees. As we are winding down the removals, we are turning our efforts to pruning, maintenance, and replanting.

The Public Works Committee (PWC) discussed tree replanting on City owned lands including right of ways. (See attached PWC 10/23/2025 Packet and draft minutes) It was determined they would like to move forward with replacing trees where it is feasible and did not interfere with existing utilities. It is also recommended to update our tree ordinances.

If the Council agrees, I received the attached Agreement with Wachtel Tree Science and Service to provide guidance on updating the ordinance, tree pruning, and tree replanting throughout the City. This contract is on an as-needed basis and the City is charged the hourly rate for each request up to \$15,000. This is will allow City Staff to utilize the expertise of Wachtel as needed as we develop the next phase in our forestry management.

One additional item the PWC discussed is requiring developer's to install more trees on their lots. If the Council agrees, they will need to direct the Plan Commission on the direction for this. Staff can update the ordinances and policies with this guidance.

Fiscal Impact:

The 2026 budget planned for a service contract up to \$15,000.

Recommended Motion:

Council approve the agreement.

AGREEMENT BETWEEN THE CITY OF PEWAUKEE
AND WACHTEL TREE SCIENCE & SERVICE

FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES - 2026

This contract entered on the last date of execution shown below, between the City of Pewaukee (the "City") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration which is duly acknowledged, City and Wachtel agree that Wachtel shall provide the following services to the City of Pewaukee for the 2026 calendar year, subject to the following terms and conditions:

I. City Forester Related Duties (as directed by City staff)

1. Respond to and resolve citizen requests on an as needed basis in accordance with City Codes to include:
 - Site visit including resolution
 - Phone call/letter/email to resident with resolution
 - Create work orders for field crews as needed
 - Follow up to those issues requiring follow up
2. Perform city wide "scout" surveys as necessary to check for the presence of pests and/or diseases that threaten the health of the public urban forest.
3. Coordinate contracts/operations to ensure that City services regarding Forestry are not disrupted, including:
 - Tree Planting/Pruning/Removal/Stump Removal operations with Public Works
4. Design and implement a tree planting program to include:
 - Identify locations for replacement trees where feasible for removed trees
 - Review City property for tree planting opportunities
 - Work within a defined budget
5. Review and coordinate with the Public Works Director to keep up to date, as feasible, the City Street tree pruning cycle
6. In consultation with staff develop a yearly Forestry budget for City approval
7. Review and comment on landscape plans for commercial and subdivision developments submitted to the Community Development Department for Plan Commission review.
8. Participate in activities related to the City Tree Board.
9. Assist the City in any forestry-related grant writing and grant administration.

II. Miscellaneous Provisions

1. Term. The term of this agreement shall be for the calendar year 2026. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$185.00 for Project Manager and \$170.00 for a Staff Certified Arborist with a total estimated cost of \$15,000. The parties recognize and agree that charges to the City shall not exceed \$15,000 for the term of this agreement without a written change order approved by the City Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Public Works Director or their designee, periodically as reasonably necessary to apprise the City of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. City and Wachtel recognize that applying applicable Wisconsin public records laws to records requests can be difficult, considering copyright and other confidentiality protections. To ensure that applicable laws are followed, both regarding private rights, and regarding public records laws, City and Wachtel agree as follows. When City receives public records requests for matters that City believes might be proprietary or confidential information, City will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide City with the record that is requested, for release to the requestor; or Wachtel shall advise City that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason City concludes that City is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to City immediately upon City's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the City, its officers, agents, employees and independent contractors growing out of (i) City's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to City upon City's request; or (iii) City's charges made to a records requestor, based upon reimbursement of costs Wachtel charged to City in responding to a records request; or (iv) City's lack of timely response to a records request, following Wachtel's failure to timely respond to City as required herein; or (v) City's provision of records to a requestor that were provided to City by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that City may provide all requested documents, programs, data, and other records to the requestor, upon failure by Wachtel to defend, indemnify or hold harmless the City as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

5. Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of 80 hours. Our hourly rate is \$185 for the Project Manager and \$170 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the City to proceed.

Dated this ____ day of _____, 20__.

CITY OF PEWAUKEE

City Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: Nathan Schuettepelz, Consulting Dept. Manager

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding possible tree replanting within the City's right-of-way

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

In 2022, the City completed a complete tree inventory on all City-owned and maintained lands. For the last several years, our focus has been concentrated on removing dead and diseased trees. A large contract for this is currently being bid for winter removals.

The next phase of our Forestry plan is for tree replanting. Attached are the relevant portions of the report related to this phase.

Before implementing a replanting plan, staff need parameters to create and plan for future budgets for this process. The 2022 inventory identified areas within the City's right-of-way that could accommodate new trees. However, it should be noted that the identified locations did not account for existing private or public utility locations. It is not good practice to place trees in areas where utilities are located directly adjacent, as this can lead to future maintenance conflicts and accessibility issues the trees would pose.

While the City has removed a number of trees from the right-of-way, these trees were not planted by the City, but rather they grew naturally or were planted by residents. While everyone benefits from these trees until it is time to remove them, they become a community liability and the City has to pay the cost for the removal. Additionally, if a known hazardous tree is not removed, the City may be liable for any damage it may cause.

The City's right-of-way is home to many things in a limited space. This includes roadways, curbs, sidewalks (albeit limited), trails, sanitary sewer pipes and manholes, water main pipes, valves, and hydrants, as well as storm sewer manholes, inlets, and end sections or drainage ditches, and various utility facilities such as electric, gas, and telecommunications. It is a very busy place in a limited space!

Tree planting within the City's right-of-way has historically been very limited due to these challenges. In addition, the City's past unofficial policy has been to keep the right-of-ways clear to limit the maintenance and staff responsibilities associated with street trees. The City has encouraged developers of the subdivisions, business parks, and industrial parks to include trees as part of their private landscaping rather than within the

right-of-way. Many subdivisions require a minimum of one tree to be planted in the front yard of each lot (serving as their "street tree"). Some subdivisions have planted boulevards and cul-de-sac plantings, which can present issues as the trees mature, which require trimming so they do not scratch or damage vehicles or impede sightline distances.

Questions Staff need answered:

1. Does the City want to create a street tree planting plan?
2. Does the City want to require developers to provide street trees on current or future developments?
3. Does the City want to create a park replanting plan in addition to (or in place of) the street replanting plan?
4. Are there parameters to the replanting plan or locations?
5. Is there a preference on tree species?
6. A street tree planting should also include an ordinance for the minimum requirements for tree planting and maintenance of these trees. This would also incorporate the current ordinances (see attached) and include language on private trees with disease and maintenance requirements for known deficiencies or diseases or nuisances.
7. Does the City want to create a Certified Arborist position or hire a consultant to function as the City Forester? Is there a staff member who has these qualifications currently?

Fiscal Impact:

Varies depending on policy.

Recommended Motion:

Committee to recommend direction for creation of a policy and/or ordinance on tree planting.

City of Pewaukee, WI
Sunday, October 19, 2025

Chapter 253. Nuisances and Property Maintenance

§ 253-7. Dutch elm disease.

A. Definition. As used in this section, the following terms shall have the meanings indicated:

NUISANCE

- (1) All species and varieties of elm trees (trees of genus *Ulmus*) infected with the fungus known as "Dutch elm disease" (*Ceratostomella ulmi*), as determined by laboratory analysis by the Section of Applied Botany and Plant Pathology, Natural History Survey, or by laboratories approved by said agency, are hereby declared to be a public nuisance.
 - (2) All species and varieties of elm trees that are dead or substantially dead and all dead elm wood to which the bark is still attached, which, because of their condition, may serve as a breeding place for the European elm bark beetle (*Scolytus multistriatus*) and the native elm bark beetle (*Hylurgopinus rufipes*), or any other carrier of said disease, are hereby declared to be a public nuisance.
- B. Enforcing officer. The Forester shall perform the duties set forth in this section and shall enforce the provisions of this section. He/she may have such assistance as the City shall from time to time provide for.
- C. Abatement of nuisance by owner of property. It shall be unlawful for any owner of any lot or parcel of land in the City to permit or maintain on any such lot or parcel of land any dead elm wood or elm tree which is a public nuisance as defined herein, and it shall be the duty of the owner of such to promptly remove and burn any such elm tree or dead elm wood under the supervision and direction of the Forester.
- D. Inspections. The Forester is authorized and empowered to enter upon any lot or parcel of land in the City at any reasonable hour for the purpose of inspecting any elm trees or dead elm wood situated thereon, and he may remove such specimens from any such trees as are required for the purposes of the laboratory analysis referred to in this section, or to determine whether such tree because it is dead, or substantially dead, may serve as a breeding place for any carrier of Dutch elm disease. It shall be unlawful for any person, firm or corporation to take any action to prevent the Forester from entering on any lot or parcel of land in the City for the purpose of such inspection or to interfere with the Forester in the performance of any of his duties provided for under the provisions of this section.
- E. Notice to owner.
- (1) If, on laboratory analysis of specimens removed from any elm tree by the Forester, it is determined that such tree is a public nuisance as provided herein, or if the Forester determines that any dead or substantially dead elm trees or dead elm wood is a public nuisance as provided herein, the Forester shall serve or cause to be served upon the owner of record of the lot or parcel of land on which such tree or dead elm wood is located a written notice requiring such owner to comply with the provisions of this section. Said notice shall state that a due process hearing as established by Chapter 5, Administrative Review, of the City Code may be requested within five days of the receipt of the notice in writing to the Forester. If any person, firm or corporation upon which such notice is served fails, neglects or refuses to remove and

destroy by burning such elm tree or dead elm wood within 10 days after service of such notice, the Forester may proceed to remove and burn such tree or dead elm wood and assess the cost thereof against the owner of such lot or parcel of land and the amount of such cost shall be paid by the owner to the City.

- (2) Service of notice provided for in this section shall be by personal service if the owner of the lot or parcel of land on which an infected elm tree is located is a resident of the City. If such owner cannot be found in the City of Pewaukee or is a nonresident of said City, written notice shall be served by certified mail.
- F. Payment of costs. If the City removes from any lot or parcel of land in the City any infected, dead or substantially dead elm tree or dead elm wood, which is a public nuisance as provided by this section, the assessment of the cost of the work done by the City against the owner of the lot or parcel of land involved shall be in addition to the penalties imposed herein for any violation or noncompliance with any provision of this section.
- G. Abatement of nuisance by City. Any elm tree or dead elm wood on property owned by the City which is a public nuisance as defined in this section shall be promptly removed and burned under the supervision of the Forester at the expense of the City.^[1]

[1] *Editor's Note: Original § 7.05, Noxious weeds, which immediately followed this section, was repealed by Ord. No. 05-11.*

City of Pewaukee, WI
Sunday, October 19, 2025

Chapter 253. Nuisances and Property Maintenance

§ 253-5. Public nuisances affecting peace and safety.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the definition of § **253-2**:

- A. Signs, billboards, etc. All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public, so situated or constructed as to endanger the public safety.
- B. Illegal buildings. All buildings erected, repaired or altered in violation of the provisions of the Code of the City of Pewaukee relating to materials and manner construction of buildings and structures within the City.^[1]
^[1] *Editor's Note: See Ch. 137, Building Construction.*
- C. Unauthorized traffic signs. All unauthorized signs, signals, markings or devices placed or maintained upon or in view of any public highway or railway crossing which purport to be or may be mistaken as an official traffic control device, railroad sign or signal or which because of its color, location, brilliance, or manner of operation interferes with the effectiveness of any such device, sign or signal.
- D. Obstruction of intersection. All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.
- E. Tree limbs. All limbs of trees which project over a public sidewalk less than eight feet above the surface thereof or less than 10 feet above the surface of a public street.
- F. Dangerous trees. All trees which are a menace to public safety or are the cause of substantial annoyance to the general public.
- G. Fireworks. All use or display of fireworks except as provided by the laws of the State of Wisconsin and Code of the City of Pewaukee.^[2]
^[2] *Editor's Note: See Ch. 202, Fireworks.*
- H. Dilapidated buildings. All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.
- I. Wires over streets. All wires over streets, alleys, or public grounds which are strung less than 15 feet above the surface thereof.
- J. Noisy animals or fowl. The keeping or harboring of any animal or fowl which by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb two or more persons within the City.
- K. Unlawful assembly. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.

- L. Snow and ice removal. All ice not removed from public sidewalks and all snow not removed from public streets within 12 hours after it has ceased to fall thereon.
- M. Animals.
[Amended 12-4-2017 by Ord. No. 17-10]
 - (1) Keeping, harboring, securing or failing to secure any domestic or wild animal in any manner which promotes or causes a nuisance as defined in § 253-2.
 - (2) Feeding of wild animals and waterfowl prohibited. No person shall give, place, expose, deposit, distribute or scatter any edible material with the intention of feeding, attracting, or enticing wildlife or wild animals, including any animal which is not normally domesticated in this state, including but not limited to bears, coyotes, deer, foxes, rodents, groundhogs, opossums, raccoons, skunks, and the like, or waterfowl, including but not limited to ducks, geese, swans, herons, and egrets. This prohibition shall not include baiting in the legal taking of fish and/or game.

§ 253-7. Dutch elm disease.

- A. Definition. As used in this section, the following terms shall have the meanings indicated:

NUISANCE

- (1) All species and varieties of elm trees (trees of genus *Ulmus*) infected with the fungus known as "Dutch elm disease" (*Ceratostomella ulmi*), as determined by laboratory analysis by the Section of Applied Botany and Plant Pathology, Natural History Survey, or by laboratories approved by said agency, are hereby declared to be a public nuisance.
 - (2) All species and varieties of elm trees that are dead or substantially dead and all dead elm wood to which the bark is still attached, which, because of their condition, may serve as a breeding place for the European elm bark beetle (*Scolytus multistriatus*) and the native elm bark beetle (*Hylurgopinus rufipes*), or any other carrier of said disease, are hereby declared to be a public nuisance.
- B. Enforcing officer. The Forester shall perform the duties set forth in this section and shall enforce the provisions of this section. He/she may have such assistance as the City shall from time to time provide for.
 - C. Abatement of nuisance by owner of property. It shall be unlawful for any owner of any lot or parcel of land in the City to permit or maintain on any such lot or parcel of land any dead elm wood or elm tree which is a public nuisance as defined herein, and it shall be the duty of the owner of such to promptly remove and burn any such elm tree or dead elm wood under the supervision and direction of the Forester.
 - D. Inspections. The Forester is authorized and empowered to enter upon any lot or parcel of land in the City at any reasonable hour for the purpose of inspecting any elm trees or dead elm wood situated thereon, and he may remove such specimens from any such trees as are required for the purposes of the laboratory analysis referred to in this section, or to determine whether such tree because it is dead, or substantially dead, may serve as a breeding place for any carrier of Dutch elm disease. It shall be unlawful for any person, firm or corporation to take any action to prevent the Forester from entering on any lot or parcel of land in the City for the purpose of such inspection or to interfere with the Forester in the performance of any of his duties provided for under the provisions of this section.
 - E. Notice to owner.
 - (1) If, on laboratory analysis of specimens removed from any elm tree by the Forester, it is determined that such tree is a public nuisance as provided herein, or if the Forester determines that any dead or substantially dead elm trees or dead elm wood is a public nuisance as

provided herein, the Forester shall serve or cause to be served upon the owner of record of the lot or parcel of land on which such tree or dead elm wood is located a written notice requiring such owner to comply with the provisions of this section. Said notice shall state that a due process hearing as established by Chapter 5, Administrative Review, of the City Code may be requested within five days of the receipt of the notice in writing to the Forester. If any person, firm or corporation upon which such notice is served fails, neglects or refuses to remove and destroy by burning such elm tree or dead elm wood within 10 days after service of such notice, the Forester may proceed to remove and burn such tree or dead elm wood and assess the cost thereof against the owner of such lot or parcel of land and the amount of such cost shall be paid by the owner to the City.

- (2) Service of notice provided for in this section shall be by personal service if the owner of the lot or parcel of land on which an infected elm tree is located is a resident of the City. If such owner cannot be found in the City of Pewaukee or is a nonresident of said City, written notice shall be served by certified mail.
- F. Payment of costs. If the City removes from any lot or parcel of land in the City any infected, dead or substantially dead elm tree or dead elm wood, which is a public nuisance as provided by this section, the assessment of the cost of the work done by the City against the owner of the lot or parcel of land involved shall be in addition to the penalties imposed herein for any violation or noncompliance with any provision of this section.
- G. Abatement of nuisance by City. Any elm tree or dead elm wood on property owned by the City which is a public nuisance as defined in this section shall be promptly removed and burned under the supervision of the Forester at the expense of the City.^[1]

[1] *Editor's Note: Original § 7.05, Noxious weeds, which immediately followed this section, was repealed by Ord. No. 05-11.*

Once the problems are corrected, not budgeting to this area may save money for a year or two. However, problems will reappear needing more money to correct and compromising the safety of citizens. The most cost effective and safe way to manage trees is with routine maintenance pruning. You don't wait for trucks to breakdown before changing the oil because usually it is too late by then! Tree maintenance prevents problems, extends the life of the tree and reduces costs.

v. Tree Planting (see Table 4)

The City currently plants approximately 10-12 park trees per year. This number is insufficient based on the number of potential vacant planting sites (300) being available. These sites have been identified in the street tree inventory. Using the visual mapping information in GIS, management can readily discern where the greatest need for future plantings should take place. It is important to continue introducing new tree species into the street tree population to keep and improve the diversity of the population.

If the City uses outside contractors for planting, a primary focus should be to establish planting and aftercare specifications (see **Appendix F – Planting Specifications**) that will be adhered to by all private contractors planting in the public ROW. Inspection and enforcement of the specifications is critical at planting time.

It is recommended that a community wide planting plan be developed after the highest priority tree problems are corrected (2025 or 2026). Do not use conifers for street side planting, eliminate planting *Acer* (Maples) and *Fraxinus* (Ash) and continue to add more variety in species planted. There are many options to help fund planting; from involving community groups, grants for planting, partnerships with businesses, projects tied to highway work, etc.

The planting that does take place should only be trees from the list of Recommended Tree Planting List (**Appendix B: Tree Species Recommendations**). This is set up to ensure that the proper size tree is used under utility wires or in a narrower tree terrace situation.

Better quality (single leader) planting stock should be specified and required when ordering nursery stock. The City should expect to receive quality nursery stock from its suppliers that do not exhibit poor structural problems. By using quality nursery stock, the City will be able to reduce the amount of training pruning time spent correcting problems created in the nursery. This is best accomplished by purchasing plant material from nursery firms that are members of the Wisconsin Nursery and Landscape Association (WNLA).

vi. Tree Stake Removal (see Table 4)

There are 16 sites where tree stakes were still in place supporting younger trees. Stake removal is important to prevent potential damage to the trunks of these trees. If the stakes are left on too long and are extremely taut, there is a risk of girdling taking place and causing restriction of water and nutrient flow between the roots and crown, potentially leading to dieback in the crown.

**Public Tree Inventory Report & Management Plan
For the City of Pewaukee, WI
By Wachtel Tree Science (262)538-1900
October 2022**

MD	Mechanical Damage	trunk wound from mechanical damage (mower damage, struck by cars, construction damage, etc.), BW and/or TW
MS	Multi-stemmed	stems originate from ground level
ND	Nutrient Deficiency	mostly chlorosis
OG	Overgrowing Growthspace	usually large tree in narrow terrace, roots over growing sidewalk/curb
OS	Overshadowed	street trees where private tree dominates public tree's canopy
PL	Poor Location	poor location
PP	Pest Problem	list pest problem under NOTES (apple scab, target canker, etc.)
PS	Poor Structure	IB, LC, significant CT
RD	Root Damage	visible root damage and assumed damage from new construction
RP	Raised Planter	raised planter
RR	Root Rot	visible root decay or fruiting bodies
SP	Sucker Present	canopy water sprouts/suckers, note when vigorous for species
TP	Topped	topped
TS	Trunk Split	unsealed wound/split in trunk, usually remove Within One Year, call client contact to notify
TW	Trunk Wound	visible/open wound on trunk, actively sealing, don't have to include typical frost cracks (for species such as Norway Maples)
UP	Utility Pruned	tree was pruned for utility clearance
WA	Wooded Area	should already be noted in tree location
WG	Weak Growth	recent growth is less than expected for species profile

VACANT PLANTING SITES

Locate vacant planting sites within the following parameters:

terrace width of 5 feet (1.5 meters) or greater that have curb, sidewalk and grass.

- Street tree Growth Spaces with terrace widths that are open, greater than 5 feet, boxout/grate or behind walk that have a curb, sidewalk and grass
- In medians and Growth Spaces not listed above only inventory existing trees, no vacant planting sites will be located
- Vacant planting sites must be spaced 40 feet (12.2 meters) on center
- No overhead restrictions
- Minimum of 5 feet (1.5 meters) from water/gas laterals
- Minimum of 10 feet (3.0 meters) from driveways
- Minimum of 10 feet (3.0 meters) from utility poles
- Minimum of 10 feet (3.0 meters) from hydrants
- Minimum of 10 feet (3.0 meters) from other miscellaneous obstacles (signage, flag poles, fencing etc.)
- Minimum of 50 feet (15.2 meters) from intersections (watch vision triangles!!)

- In the event of an inventory update, if an existing yard or private tree conflicts with a potential planting site, show as a “no plant site” and list reason in Notes
- For vacant planting sites, include the following information:
 - Inspection Date
 - Species - Common, Vacant
 - Location - Street
 - Growth Space - Open, 5 ft +, Boxout, Grate, Behind Walk
 - Primary Maintenance Needs - Plant
 - Work Priority - OK
 - Work Priority managed separately/differently from other maintenance needs

STUMPS

Inventory all stumps in the Right-Of-Way (R.O.W.), selected parks and public properties.

- For stumps, include the following information:
 - Inspection Date
 - Species - Common, Stump
 - Location -
 - Growth Space - Open, 5 ft +, Boxout, Grate, Behind Walk
 - Diameter - diameter of the stump
 - Primary Maintenance Needs - Remove Stump
 - Work Priority - Within One Year
 - Include other information as needed to identify whether or not it would make a suitable planting site

management. It is easier to train someone to run a lawn mower than it is to train a person to perform proper pruning. Improper pruning can have long term negative impacts on tree health and City budgets.

An area that is not seen as a problem is wood residue utilization. Currently wood residues generated by City forestry operations are utilized by residents or stored at the old City dump.

C. Inventory Summary – All Public Trees

The City of Pewaukee has an urban forest that needs improvement within species diversity, size distribution and condition ratings. All of these components can be improved with focused management over the years.

The distribution of size classes is a bell curve showing an uneven aged forest with few young trees (23%) within the 1 to 6-inch diameter classes. 58% of trees are in the established and fast growing 6 to 18-inch diameter classes. An uneven aged forest is ideal because as the older age tree classes succumb to mortality and removal, there are numerous young healthy trees that will continue to grow and preserve benefits provided by the overall urban forest. The City can improve on their current situation by committing to increased tree planting that will bolster future population growth.

Approximately 88% of public trees have condition ratings 70% or lower. This is concerning. Improvements can be made using training, routine and safety pruning. Focus should be placed on safety pruning which can eliminate hazards and training pruning which can correct structural issues improving the health of the tree and reducing future maintenance costs.

Overall, the City has okay species diversity that comes close to meeting the current tree diversity recommendations. There should be no future planting of *Acer* (Maples) *Picea* (Spruce) and *Fraxinus* (Ash).

Maple trees make up a large portion (20%) of the overall forest. Norway Maple is the main maple species in the City. Norway maples tend to have co-dominant stems, a poor structural condition. Norway maples are also prone to girdling roots and also tend to have poor structure.

Plant species that are not currently represented in the inventory or have very low numbers but have unique attributes and necessary hardiness include: Swamp White x Bur Oak hybrid, Bitternut Hickory, Ohio Buckeye, Baldcypress, and Ironwood.

Appendix B: Tree Species Recommendations

RECOMMENDED TREE PLANTING LIST

This list is provided as a guide to some of the most appropriate trees for urban settings in USDA Hardiness Zone 5b for the City of Pewaukee. There is no single perfect tree. These species have been selected for use in our demanding street tree situations. There is a larger group of plants that would grow very well in the City of Pewaukee and should be considered for other landscape uses (parks, etc.). Before selecting any particular species or variety, each site should be evaluated as to: rooting space, soil texture, soil pH, drainage, exposure, overhead wires, and surrounding buildings (crown space). The most important thing to remember is to plant the right tree in the right place.

SMALL TREES (Below 30' Maximum Height) – Acceptable trees for terraces with overhead power lines and/or if terrace is 3-5 feet wide. May be planted in wider terraces.

Scientific Name	Common Name	Cultivars
<i>Amelanchier arborea</i>	Downy Serviceberry	
<i>Amelanchier x grandiflora</i>	Apple Serviceberry	Autumn Brilliance', 'Robin Hill'
<i>Amelanchier laevis</i>	Allegheny Serviceberry	'Cumulus', 'Lustre'
<i>Carpinus caroliniana</i>	American Hornbeam	'Firespire'
<i>Crataegus crusgalli inermis</i>	Thornless Cockspur Hawthorn	
<i>Crataegus phaenopyrum</i>	Washington Hawthorn	
<i>Crataegus viridis</i>	Winter King Hawthorn	'Winter King'
<i>Maackia amurensis</i>	Amur Maackia	'Starburst'
<i>Malus spp.</i>	Flowering Crabapple	'Adirondack', 'Bob White', 'Harvest Gold', 'Jackii', 'Prairiefire', 'Professor Sprenger', 'Red Bud', 'Royal Raindrops', 'Sugar Tyme'
<i>Ostrya virginiana</i>	Ironwood	
<i>Syringa pekinensis</i>	Peking Lilac	China Snow'
<i>Syringa reticulata</i>	Japanese Tree Lilac	Ivory Silk', 'Summer Snow'

MEDIUM TREES (30’-45’ Maximum Height) – Acceptable trees for terraces that are 5-8 feet wide. May be planted in wider terraces.

Scientific Name	Common Name	Cultivars
<i>Aesculus carnea</i>	Red Horsechestnut	‘Ft. McNair’
<i>Aesculus glabra</i>	Ohio Buckeye	‘Sunset’
<i>Cladrastis kentuckea</i>	American Yellowwood	
<i>Sorbus alnifolia</i>	Korean Mountain Ash	

LARGE TREES (Above 45’ Maximum Height) – Acceptable trees for terraces 8 foot and wider.

Scientific Name	Common Name	Cultivars
<i>Aesculus octandra</i>	Yellow Buckeye	
<i>Carya cordiformis</i>	Bitternut Hickory	
<i>Celtis occidentalis</i>	Hackberry	Prairie Pride', 'Chicagoland'
<i>Cercidiphyllum japonicum</i>	Katsuratree	
<i>Corylus colurna</i>	Turkish Filbert	Autumn Gold'
<i>Eucommia ulmoides</i>	Hardy Rubber Tree	
<i>Ginkgo biloba</i>	Ginkgo (male only)	Autumn Gold', 'Magyar', 'Princeton Sentry'
<i>Gleditsia triacanthos inermis</i>	Thornless Honeylocust	Imperial', 'Shademaster', 'Skyline/Skycole', 'Sunburst', 'Street Keeper/Draves'
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	Espresso', 'Prairie Titan'
<i>Liriodendron tulipifera</i>	Tuliptree	
<i>Platanus x acerifolia</i>	London Planetree	‘Exclamation’
<i>Quercus bicolor</i>	Swamp White Oak	
<i>Quercus macrocarpa</i>	Bur Oak	
<i>Quercus robur</i>	English Oak	Skymaster', 'Regal Prince'
<i>Quercus rubra</i>	Red Oak	
<i>Quercus muehlenbergii</i>	Chinkapin Oak	
<i>Quercus x schuettei</i>	Swamp x Bur Oak	
<i>Taxodium distichum</i>	Baldcypress	‘Shawnee Brave’
<i>Ulmus x</i>	Hybrid Elm	Accolade', 'New Horizon', 'Regal', ‘Triumph’
<i>Ulmus parvifolia</i>	Lacebark Elm	

EVERGREENS TREES – Do not plant on streets, evergreens obstruct visibility making them hazardous on street locations. Acceptable trees for parks and non-street tree locations.

Scientific Name	Common Name	Cultivars
<i>Abies concolor</i>	White Fir	
<i>Xanthocyparis nootkatensis</i>	Nootka Cypress	
<i>Juniperus chinensis</i>	Chinese Juniper	Iowa', 'Mounntbatten'
<i>Juniperus x</i>	Star Power Juniper	JN Select Blue'
<i>Picea glauca var. densata</i>	Black Hills Spruce	
<i>Picea omorika</i>	Serbian Spruce	
<i>Pinus bungeana</i>	Lacebark Pine	
<i>Pinus flexilis</i>	Limber Pine	Vanderwolf's Pyramid'
<i>Pinus strobus</i>	Eastern White Pine	Fastigiata'
<i>Pinus sylvestris</i>	Scotch Pine	
<i>Pseudotsuga menziesii</i>	Douglasfir	
<i>Thuja occidentalis</i>	Arborvitae	Smaragd', 'Hetz Wintergreen', 'Sunkist', 'Techny'
<i>Thuja plicata</i>	Western White Cedar	
<i>Tsuga canadensis</i>	Canadian Hemlock	

UNACCEPTABLE TREE PLANTING LIST

The following is a list of trees that are considered unacceptable for planting in the road right of way. Species on this list may be planted in park or open space settings in the right location and situation. This list should be evaluated periodically and species may be added or removed as seen fit.

Scientific Name	Common Name	Reason
<i>Acer negundo</i>	Boxelder	Weak wooded, attracts boxelder bug
<i>Acer platanoides</i>	Norway Maple	Over-planted, invasive, girdling roots
<i>Acer rubrum</i>	Red Maple	Intolerant of alkaline soils
<i>Acer saccharinum</i>	Silver Maple	Weak wooded, aggressive roots, heavy seed crop
<i>Ailanthus altissima</i>	Tree-of-Heaven	Weak wooded
<i>Elaeagnus angustifolia</i>	Russian Olive	Disease problems, weak wood
<i>Fraxinus spp.</i>	Ash	Emerald Ash Borer
<i>Ginkgo biloba</i> (female)	Ginkgo (female)	Messy and smelly fruit

<i>Juglans spp.</i>	Walnut	Littering fruit
<i>Malus sylvestris</i>	Common Apple	Fruit tree
<i>Morus spp.</i>	Mulberry	Littering fruit
<i>Populus spp.</i>	Poplar, Cottonwood	Weak wooded, aggressive roots, heavy seed crop
<i>Prunus serotina</i>	Black Cherry	Fruit tree
<i>Prunus domestica</i>	Garden Plum	Fruit tree
<i>Pyrus calleryana</i>	Callery Pear	Exhibits invasive traits
<i>Pyrus communis</i>	Common Pear	Fruit tree
<i>Quercus palustris</i>	Pin Oak	Intolerant of alkaline soils
<i>Robinia pseudoacacia</i>	Black Locust	Weak wooded, thorns, invasive
<i>Salix spp.</i>	Willow	Weak wooded, aggressive roots
<i>Sorbus americana</i>	American Mountainash	Susceptible to insects and disease
<i>Sorbus aucuparia</i>	European Mountainash	Susceptible to insects and disease
<i>Ulmus pumila</i>	Siberian Elm	Weak wooded, aggressive roots

5.1 Discussion and possible action regarding possible tree replanting within the City's right-of-way

Ms. Wagner provided information about tree replanting efforts within the City's right-of-way, explaining that this item was requested in response to ongoing tree removals without replacements. She referenced the 2022 tree inventory of city-owned properties, including parks and rights-of-way, which identified potential planting areas but may not have fully accounted for utility conflicts.

Ms. Wagner noted that the City has historically focused on removing hazardous trees to address liability concerns, with limited investment in tree maintenance or new plantings. She outlined several considerations for future street tree planning, including:

- Conflicts with existing utilities
- State laws permitting utilities to use the right-of-way
- Maintenance requirements such as pruning and leaf collection
- Clear zone requirements for roadway safety

She highlighted that some areas, such as Lindsay Road, could accommodate trees but may conflict with future trails or utility extension plans. Ms. Wagner recommended updating the City's tree ordinances, which are outdated and focus primarily on Dutch Elm disease, without addressing more current issues like the Emerald Ash Borer. She also emphasized the need for tree species diversity, noting the City currently has a high concentration of maple trees.

Ms. Wagner confirmed that current replanting efforts qualify the City for Tree City USA designation.

Mayor Bierce expressed support for tree planting, stating that while development over the past decades has led to significant tree loss, the City has a responsibility to the people who live here to maintain a healthy urban canopy. Alderman Wamser agreed and noted that staff would need proper education for tree care and maintenance.

Ms. Wagner suggested several options, including staff training, hiring a part-time position, or contracting with a consultant. In response to a question from Mr. Blackwood about requiring trees in new subdivisions, Ms. Wagner clarified that such requirements are currently left to the discretion of developers.

Budget considerations were discussed, with Ms. Wagner noting that no funding is currently in the 2026 budget, but allocations could be made later or funded through contingency resources.

Motion was made and seconded (J. Wamser, M. Kreiter) to recommend to the Common Council the creation of a tree replanting policy. Motion passed unanimously.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action to Approve the Fourth (Final) Reduction of Cardinal Meadow Development Letter of Credit from \$23,244.03 to \$0 (A full release). [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Cardinal Meadow Subdivision construction and the 1 year warranty period is complete. The City accepted the improvements on November 18, 2024 by Resolution 24-11-22.

The developer is requesting a full release of the letter of credit. The request is for a Third reduction. However, the Third reduction was approved on 12/2/2024 which reduced the letter of credit value from 155,420.16 to \$23,244.03. This is the Fourth Reduction.

It is recommended a full release of the letter of credit be granted.

Fiscal Impact:

Recommended Motion:

Council approve the full release of the remaining letter of credit value.



Date: October 28th, 2025

City of Pewaukee- via email

Kelly Tarczewski

City Clerk-Treasurer

W240 N3065 Pewaukee Rd.

Pewaukee, WI 53072

Re: FINAL Letter of Credit Reduction Request #3: Cardinal Meadow Subdivision in the City of Pewaukee.

Dear Maggie Wagner:

Due to the completion of the work described below, Bielinski is requesting a final reduction on the work performed related to the Letter of Credit and the expiration of the one year warranty period in place for the Cardinal Meadow Subdivision:

Requesting the following letter of credit reductions:

**SEE
ATTACHED
EXHIBIT B**

ORIGINAL LETTER OF CREDIT AMOUNT:	\$ <u>1,677,734.40</u>
NET REDUCTION #1:	\$ <u>1,216,605.83</u>
BALANCE OF LETTER OF CREDIT:	\$ <u>461,128.57</u>
NET REDUCTION #2:	\$ <u>305,708.41</u>
BALANCE OF LETTER OF CREDIT:	\$ <u>155,420.16</u>
FINAL NET REDUCTION #3:	\$ <u>155,420.16</u>
FINAL BALANCE:	\$ <u>00.00</u>

By copy of this letter, we hereby request a reduction of the above amount.

Bielinski Homes, Inc.: John Danowski, Bielinski Homes, Inc.

Title: Development Manager

EXHIBIT B

Cardinal Meadow, City of Pewaukee
Final Letter of Credit Reduction #3

10/28/2025

Description of Work	Final		
	Balance	Reduction #3	Balance
Grading & Erosion Control, Incl. Site Stabilization	\$0.00	\$0.00	\$0.00
Complete Sanitary Sewer Construction	\$0.00	\$0.00	\$0.00
Complete Water System Construction	\$0.00	\$0.00	\$0.00
Complete Storm Sewer Construction	\$0.00	\$0.00	\$0.00
Road Pavement: Stone, Curb/Gutter/Flumes,		\$0.00	\$0.00
Binder & Surface Course	\$39,200.00	\$39,200.00	\$0.00
Subtotal	\$39,200.00	\$39,200.00	\$0.00
Contingencies (20%):	\$116,220.16	\$116,220.16	\$0.00
Total Letter of Credit Amount:	\$155,420.16	\$155,420.16	\$0.00