



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 10/23/2025
ID Number: ID#25-02423	Ordinance/Resolution Number (if applicable):
Department Submitting: Department of Public Works	Common Council Meeting Date: 11/04/2025
Agenda Item Title: Review and possible action on the Private Road Leaf-Collection Agreement and Release of Claims with Park Place MHC, LLC.	

Issue Before the Council:

The agreement is for the city to provide leaf-collection services to Park Place MHC on private roads in the mobile home park for one and final year.

Options & Alternatives:

Not approving the agreement would result in the city not providing the leaf-pick up services for Park Place MHC on private roads. The City would provide the leaf-collection for Park Place MHC similar to all other properties in the city by collecting leaves from the right-of-way / terrace area adjacent to the property.

Additional Details:

For years, the City of Waukesha Department of Public Works has collected leaves throughout the mobile home park at 1505 Elder Street. In around 2017, the ownership of the property completed a paving project installing new pavement throughout the property and concerns were raised of heavy city equipment causing damage to the pavement and a hold harmless agreement was created to allow the work on private property. Since the creation of this agreement, it has been updated annually to adjust the date to the current year so the services could be completed. This year, language was added to the agreement explaining that 2025 shall be the last year in which leaf-collection services will be performed in the private roads within the parcels and in future years, leaves will only be collected from public streets adjacent to the property similar to all other properties in the city.

What is the Strategic Plan Priority this item relates to:

What impact will this item have on the Strategic Plan Priority?

Financial Remarks:

Completion of leaf-collection from multiple locations within private property is not as efficient as collecting leaves from one consolidated area accessible from the city street. If the agreement is approved as-is with the city no longer collecting leaves from within private property after 2025, the staff and equipment time spent collecting the leaves from 1505 Elder Street will be a fraction of what it has been previously.

Suggested Motion:

Move to approve the Private Road Leaf-Collection Agreement and Release of Claims with Park Place MHC, LLC.

Reviewed By:

City Attorney Brian Running	Date Reviewed
Finance Director Joseph P. Ciarro	Date Reviewed
City Administrator Anthony W. Brown	Date Reviewed

**Private Road Leaf-Collection Agreement
and Release of Claims
Park Place MHC, LLC**

This Agreement is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188-3639, referred to herein as the City; and Park Place MHC, LLC, 3401 Frey Court, Lot 10, Marshfield, Wisconsin 54449, referred to herein as the Owner. Together, the City and the Owner are referred to as the Parties.

Recitals

The City provides leaf-collection services in the autumn, using large and heavy machinery, vehicles, and equipment, which has the potential for damaging pavement, fixtures and other improvements to real estate.

The Owner owns two parcels of real property within the City of Waukesha, on which it leases land to mobile-home owners. Access to the mobile homes is by private roads.

The City is willing to provide leaf-collection services to the Owner in 2025, which requires that the City's heavy machinery, vehicles, and equipment travel across Owner's private roads; provided the City will not be liable for damage to Owner's private roads and other improvements caused by the City's machinery and equipment.

Therefore, in consideration of the mutual promises of the Parties, the Parties agree and contract as follows:

1. This Agreement applies to the parcels of real property identified as WAKC 0996 972 and WAKC 0996 970, both having a street address of 1505 Summit Avenue. They are referred to herein as the Parcels.
2. The Owner grants permission to the City and the City's employees, equipment, vehicles, and machinery, to enter onto the Parcels and the paved roads within the Parcels, for the purpose of leaf collection and pick-up in calendar-year 2025, and all activities reasonably and necessarily associated with such purpose.
3. The City agrees that it will provide leaf collection and pick-up services in the Parcels in calendar-year 2025, in accordance with all of the City's Public Works Department's rules, regulations, schedules, policies, practices, and procedures for leaf collection and pick-up, as applicable to all other parts of the City.
4. 2025 shall be the last year in which leaf-collection services will be performed in the private roads within the Parcels. In 2026 and beyond, leaves will only be collected from public streets adjacent to the Parcels.
5. The Owner acknowledges and agrees that the private roads, including curbs, sidewalks, and terraces, on the Parcels may be damaged by the passage over them and use on them of the City's machinery and equipment in the process of leaf collection and pick-up. The damage may include, but not be limited to, cracking, rutting, heaving, sinking, or potholes. The Owner also acknowledges that the private roads on the Parcels are narrow, and that maneuvering the City's machinery, vehicles

and equipment through them raises the increased possibility that other fixtures and improvements on the Parcels, such as signs and mailboxes, will be damaged.

6. In consideration of the City's agreement to provide leaf collection and pick-up services in the Parcels, the Owner accepts the risk of damage to its private roads and other fixtures and improvements on the Parcels by the City's machinery, vehicles, and equipment, and fully and forever releases and waives all claims, demands, causes of action, lawsuits, liabilities, and damages against the City and all of the City's officers, officials, and employees, for property damage arising in any way in connection with the City's entry upon the Parcels with personnel, machinery, vehicles, and equipment for collection and pick-up of leaves.
7. The City, by this Agreement, does not assume any responsibility or liability for the provision of any services on the Parcels other than leaf collection and pick-up.
8. The undersigned certify that they are authorized to bind the respective Parties to this Agreement.

Park Place MHC, LLC

Richard F. DuBois, Jr., Owner
Authorized agent for Park Place MHC, LLC
Date:_____

City of Waukesha

Shawn N. Reilly, Mayor
Date:_____

Katie Panella, City Clerk
Date:_____