



City of Waukesha
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Waukesha, WI 53188
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waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 8/6/2026
ID Number: ID#26-04101	Ordinance/Resolution Number (if applicable):
Department Submitting: Department of Public Works	Common Council Meeting Date: 8/18/2026
Agenda Item Title: Review and possible action on the Intermunicipal Cooperation Agreement between the Town of Brookfield, City of Brookfield and City of Waukesha, for the Davidson Rd. project.	

Issue Before the Council: As part of the approved 2026 Community Investment Program (CIP), street and utility improvements are taking place along Davidson Rd. from E. Main St. to the City limits. This work is part of larger planned improvements along the Davidson Rd. corridor which extends into the Town of Brookfield and City of Brookfield. During the overall project design, coordination was completed along all municipalities to provide infrastructure improvements which balanced the goals of all parties. The attached agreement summarizes this coordinated effort, and outlines the various responsibilities for project design, bidding, construction, and inspection.
Options & Alternatives: 1. Approve the Intermunicipal Cooperation Agreement. 2. Do not approve the Intermunicipal Cooperation Agreement.
Additional Details: The formal agreement is attached for reference including a map exhibit of the various project sections.

What is the Strategic Plan Priority this item relates to: N/A
What impact will this item have on the Strategic Plan Priority? N/A

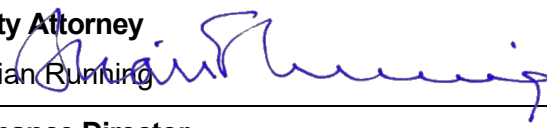
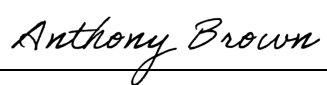
Financial Remarks: The Intermunicipal Cooperation Agreement outlines the various costs and includes a maximum of \$2,500 in cost to the City for incorporation of City infrastructure items into the final Town of Brookfield bid documents. It is anticipated that costs (if any) are much lower than the included maximum. Any
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costs associated with this work would be charged to the 2026 Davidson Rd. CIP project account (3399.68290.26M03)

Suggested Motion:

Move to approve the Intermunicipal Cooperation Agreement between the Town of Brookfield, City of Brookfield and City of Waukesha, for the Davidson Rd. project.

Reviewed By:

City Attorney Brian Running 	Date Reviewed 4 Aug 2026
Finance Director Joseph P. Ciarro	Date Reviewed
City Administrator Anthony W. Brown 	Date Reviewed 08/05/2026

INTERMUNICIPAL COOPERATION AGREEMENT

This Intermunicipal Cooperation Agreement (this “Agreement”), dated as of the date identified on the signature page below (the “Effective Date”), is made pursuant to Wis. Stat. § 66.0301, and by and between the Town of Brookfield (the “Town”), the City of Brookfield (“COB”), and the City of Waukesha (“COW”), all municipalities organized and existing under the laws of the State of Wisconsin.

WHEREAS, Davidson Road is located within each of the parties’ respective jurisdictional boundaries;

WHEREAS, a public construction project is scheduled to occur in 2026 and 2027 to reconstruct approximately 10,100 linear feet of Davidson Road and other improvements, including but not limited to, the installation of curb, gutter, storm sewer, and a pedestrian pathway within or near the Davidson Road right-of-way located in the parties’ respective boundaries as generally depicted on the attached **Exhibit A** (the “Project”); and

WHEREAS, the parties desire to enter into this Agreement to memorialize their rights and obligations as it relates to the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the meanings set forth below:

“Town Segment” means the portion of Davidson Road within the Town’s jurisdictional boundaries that is the subject of the Project, which consists of approximately 1,290 linear feet beginning at the intersection of Barker Road and Davidson Road and continuing east along Davidson Road to the Town and COB’s shared boundary at the west side of the Poplar Creek bridge, as further depicted in blue on the attached **Exhibit B**.

“Shared Segment” means the portion of Davidson Road consisting of approximately 1,545 linear feet beginning at the point of the west side of the Poplar Creek bridge and continuing east along Davidson Road to a point 150 linear feet west of the intersection of Stonehedge Drive and Davidson Road, as further depicted in pink on the attached Exhibit B. The North side of the Shared Segment is owned by the Town and south side of the Shared Segment is owned by COB.

“COB Segment” means the portion of Davidson Road within COB’s jurisdictional boundaries that is the subject of the Project, which consists of approximately 150 linear feet beginning at the Town and COB’s shared boundary 150 linear feet west of the intersection of Stonehedge Drive and Davidson Road and continuing east to the intersection of Stonehedge Drive and Davidson Road, as further depicted in red on the attached Exhibit B.

“COW Segment” means the portion of Davidson Road within COW’s jurisdictional boundaries that is the subject of the Project, which consists of approximately 2,250 linear feet beginning at the Town and COW’s shared boundary (near Springdale Road) and continuing west to Davidson Road’s termini at East Main Street.

“Design Costs” means the actual costs related to designing plans and specifications, surveying, and engineering the Project or a portion of the Project.

2. Project Design Costs.

a. Town Segment, COB Segment, Shared Segment. The Town and COB shall proportionately share in the Design Costs related to the Town Segment, COB Segment, and Shared Segment with the Town being responsible for 70% of such costs and COB being responsible for 30% of such costs. The Town shall be initially responsible for paying the Design Costs related to the Town Segment, COB Segment, and Shared Segment, and COB shall pay its 30% proportionate share of the Design Costs to the Town within 45 days of an invoice received from the Town. The Town may retain any third parties in order to carry out the Town’s obligations under this Section.

b. COW Segment. COW, at its sole cost, shall be solely responsible for designing, surveying, and creating plans and specifications for the COW Segment (the “COW Segment Plans”). Upon completing all necessary COW Segment Plans, COW shall deliver the COW Segment Plans to the Town. The Town shall incorporate the COW Segment Plans into the Project’s overall plans and specifications to be utilized for public bidding purposes. COW shall be solely responsible for all Design Costs related to the COW Segment and incorporating the COW Segment Plans into the Project’s overall plans and specifications for public bidding purposes. The Town shall be initially responsible for the costs of incorporating the COW Segment Plans into the Project’s overall plans and specifications for public bidding purposes, and COW shall pay such reasonable costs to the Town within 45 days of an invoice received from the Town, provided, however, such cost reimbursement shall not exceed \$2,500.00. The Town may retain third parties in order to carry out the Town’s obligations under this Section, if the Town is incapable of performing with its own personnel.

3. Project Bidding. The Town and COB shall each approve the proposed Project bidding documents in order to commence the solicitation of public construction bids for the portion of the Project relating to the Town Segment, COB Segment, and Shared Segment (the “Bid”). Upon the parties’ approval of the Bid documents, the Town shall be responsible for posting, soliciting, and awarding the Bid. The Bid shall be advertised as a joint project between the Town and COB. COB shall execute any necessary documents to carry out the posting, soliciting, and awarding of the Bid. The Town shall award the Bid to the lowest responsible bidder and ensure that any contract with the lowest responsible bidder contains indemnification language and insurance requirements that are approved by COB’s attorneys prior to execution. The reasonable costs of the posting, soliciting, and awarding the Bid shall be shared equally by the Town and COB. The Town shall be initially responsible for paying all costs of the posting, soliciting, and awarding the Bid, and COB shall pay its proportionate share of such costs to the Town within 45

days of an invoice received from the Town. The Town may retain any third parties in order to carry out the Town's obligations under this Section.

4. Construction Cost Allocations.

a. Supervision. COW, at its sole cost, shall be responsible for the supervision of the COW Segment construction. The Town shall be responsible for the supervision of the Town Segment, COB Segment, and Shared Segment construction. The Town and COB shall proportionately share the costs of Project supervision and construction engineering related to the Town Segment, COB Segment, and Shared Segment with the Town being responsible for 70% of such costs and COB being responsible for 30% of such costs.

b. Construction. COW shall pay the actual cost of construction of the COW Segment. The Town shall pay the actual cost of construction for the Town Segment. COB shall pay the actual cost of construction for the COB Segment. The Town and COB shall share equally in the actual cost of construction of the Shared Segment, except as further provided in this Section. If a cost specifically relates to a portion of the Shared Segment owned by the Town or COB, then the party owns that portion of the Shared Segment shall be solely responsible for such cost.

c. Payment. For the Town Segment, COB Segment, and Shared Segment, the Town shall be initially responsible for paying the Project supervision, engineering, and construction costs described in this Section, and making regular payments to any third party retained by the Town to complete the Project. COB's proportionate share of all or a portion of such costs shall be due within 45 days of an invoice received from the Town. All invoices shall be accompanied by a detailed accounting of the expenses, and the Town shall provide COB with all additional expense verification promptly upon request. The Town may retain third parties in order to carry out the Town's obligations under this Section, if the Town is incapable of performing with its own personnel. Each party shall be responsible for all condemnation awards, reasonable legal fees, and reasonable litigation expenses associated with the respective portion of Davidson Road located within that party's jurisdictional boundaries. A party will not be responsible for the other party's acts or omissions that are caused by or attributable to the other party's negligence or willful misconduct.

5. Change Orders. The Town and COB shall approve any change orders that would result in additional costs in excess of 10% of the total cost to construct the COB Segment and Shared Segment set forth in the awarded Bid. At least seven days before the Town approves a change order that is an amount equal to or less than 10% of the total cost to construct the COB Segment and Shared Segment identified in the awarded Bid, the Town shall provide COB written notice, and a copy of such change order.

6. COW/Town Stormwater. As part of the Project, COW and Town storm sewers and related improvements will be interconnected. COW and the Town agree to work in good faith to accomplish the interconnection of their respective storm sewers and related improvements.

7. Town Third-Party Costs. The reasonable costs of third-parties necessarily retained by the Town in order for the Town to perform its obligations under this Agreement for

the Town Segment and COB Segment shall be the responsibility of the party whose jurisdiction the third-party is required to perform services within as part of the Project. The reasonable costs of third-parties necessarily retained by the Town in order for the Town to perform its obligations under this Agreement for the Shared Segment shall be shared equally between the Town and COB. COB's proportionate share of all or a portion of such costs shall be due within 45 days of an invoice received from the Town. All invoices shall be accompanied by a detailed accounting of costs, and the Town shall provide COB with all additional cost verification promptly upon request.

5. Notices. All notices required by this Agreement shall be in writing and sent to the following addresses by first-class U.S. mail or email with confirmation of receipt:

Town of Brookfield

Attn: Town Administrator
645 North Jancek Road
Brookfield, WI 53045
administrator@townofbrookfield.com

City of Brookfield

Attn: City Engineer
2000 North Calhoun Road
Brookfield, WI 53005
cityclerk@ci.brookfield.wi.us

City of Waukesha

Attn: City Engineer
201 Delafield Street
Waukesha, WI 53188
bschwenn@waukesha-wi.gov

6. Miscellaneous. This Agreement may not be amended or terminated without the written consent of the parties. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Any dispute arising out of or relating to this Agreement must be commenced in Waukesha County Circuit Court and must be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on the part of any party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement.

[Signature Page to Follow]

Dated as of the last date signed below.

Town of Brookfield

By Keith Henderson, Chairman

Date: _____

Attest:

Emily Howells, Clerk

City of Brookfield

By Gary Mahkorn, Acting Mayor

Date: _____

Attest:

Sara Bruckman, City Clerk

To certify funds for payment:

_____, Comptroller

City of Waukesha

By Alicia Halvensleben, Mayor

Date: _____

Attest:

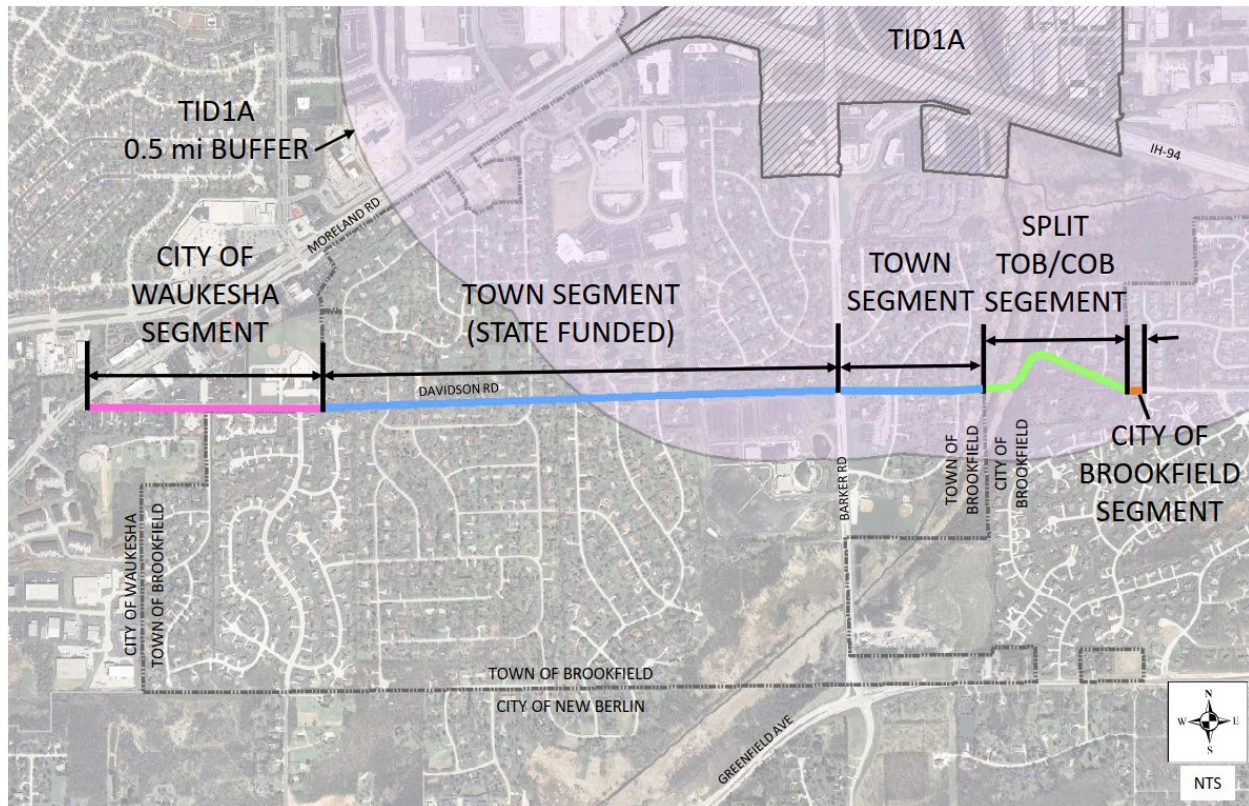
Katie Panella, City Clerk

To certify funds for payment:

Joseph P. Ciurro, Finance Director

EXHIBIT A

Project Map



Town Segment, COB Segment, and Shared Segment Map

