



**City of Waukesha**  
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## City of Waukesha Cover Sheet

<b>Committee:</b> Board of Public Works	<b>BPW Meeting Date:</b> 2/19/2026
<b>ID Number:</b> ID#26-03024	<b>Ordinance/Resolution Number (if applicable):</b>
<b>Department Submitting:</b> Department of Public Works	<b>Common Council Meeting Date:</b> 3/3/2026
<b>Agenda Item Title:</b> Review and possible action on the two-party State Municipal Agreement between the City of Waukesha and the Wisconsin Department of Transportation regarding the Highway Safety Improvement Program (HSIP) grant for the intersection of Sunset Drive and Guthrie Drive.	

<b>Issue Before the Council:</b> In 2025, the City applied for grant funding for safety improvements at the intersection of Sunset Drive and Guthrie Drive as part of the Wisconsin Department of Transportation regarding the Highway Safety Improvement Program (HSIP). The City's project was selected as a grant funding recipient and the first step of executing the project is a State Municipal Agreement (SMA).
<b>Options &amp; Alternatives:</b> <ol style="list-style-type: none"> <li>1. Approve the SMA</li> <li>2. Do not approve the SMA</li> </ol>
<b>Additional Details:</b> Attached is the State Municipal Agreement (SMA) for design and construction cost award for this project not to exceed \$338,994 (\$303,295 State/Fed, \$35,699 City/Local). As awarded, the project design is scheduled to occur during State Fiscal Year (SFY) 2029, with construction to occur in SFY 2031.

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

<b>Financial Remarks:</b> The SMA agreement with WisDOT is a 90%/10% split. The estimated cost of the project is \$338,994 (\$303,295 State, \$35,699 City). Costs would not be incurred until SFY 2029 (Design) and SFY 2031 (Construction). All City costs would be included in a future CIP request.
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**Suggested Motion:**

Move to approve the two-party State Municipal Agreement between the City of Waukesha and the Wisconsin Department of Transportation for the safety improvements at the intersection of Sunset Drive and Guthrie Drive.

**Reviewed By:**

<b>City Attorney</b> Brian Running	<b>Date Reviewed</b>
<b>Finance Director</b> Joseph P. Ciurro	<b>Date Reviewed</b>
<b>City Administrator</b> Anthony W. Brown	<b>Date Reviewed</b>



**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: November 26, 2025  
I.D.: 2718-10-01/71  
Road Name: SUNSET DR  
Title: C WAUKESHA, SUNSET DR  
Limits: INTERSECTION WITH GUTHRIE RD  
County: Waukesha  
Roadway Length: 0.01 MI

The signatory **City of Waukesha**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Safety Improvement

**Proposed Improvement - Nature of work:** The installation of flashing LED stop signs at the intersection will provide greater visibility in various lighting and weather conditions in addition to improving general awareness of the stop signs for drivers approaching the intersection. The other proposed signing and marking improvements would also increase the visibility and awareness of the intersection and stop requirement. The continental crosswalks create a more urban-like feel to the roadway, which tends to reduce vehicle speeds and improve compliance at crossing locations. The proposed raised medians would provide a refuge area for pedestrians and in combination with the longitudinal pavement markings, will reduce the perceived roadway width with the intention of reducing speeds. Installing type 2 curb ramps would increase the accessibility of the intersection for pedestrians.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers,

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
2718-10-01 Preliminary Engineering:					
Plan Development	\$ 71,954	\$ 64,759	90%	\$ 7,195	10% + BAL
State reiew	\$ 10,000	\$ 9,000	90%	\$ 1,000	10% + BAL
<i>Total 2718-10-01</i>	<i>\$ 81,954</i>	<i>\$ 73,759</i>		<i>\$ 8,195</i>	
2718-10-71 <sup>1</sup> Construction:					
Participating Construction	\$ 197,340	\$ 177,606	90%	\$ 19,734	10% + BAL
Construction oversight	\$ 47,700	\$ 42,930	90%	\$ 4,770	10% + BAL
State reiew	\$ 10,000	\$ 9,000	90%	\$ 1,000	10% + BAL
<i>subtotal 2718-10-71:</i>	<i>\$ 255,040</i>	<i>\$ 229,536</i>		<i>\$ 25,504</i>	
Non-Participating	\$ 2,000	\$ -	0%	\$ 2,000	100%
<i>total 2718-10-71:</i>	<i>\$ 257,040</i>	<i>\$ 229,536</i>		<i>\$ 27,504</i>	
<b>Total Cost Distribution</b>	<b>\$ 338,994</b>	<b>\$ 303,295</b>		<b>\$ 35,699</b>	

1. Estimates include construction engineering.  
See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the <b>City of Waukesha</b>	
Name	Title
Signature	Date
Signed for and in behalf of the <b>State</b>	
Name Tony Barth	Title: SE Region Planning Chief
Signature	Date

**TERMS AND CONDITIONS:**

- The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay

the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (c) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (d) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (e) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (f) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (g) Replacement of existing driveways, in kind, necessitated by the project.
  - (h) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Real Estate necessitated for the improvement.
  - (e) Compensable utility adjustment and railroad force work necessitated for the project.
  - (f) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (g) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (h) Parking lane costs.
  - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

- (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
  - (i) Conditioning, if required, and maintenance of detour routes.
  - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
  6. The work will be administered by the State and may include items not eligible for federal/state participation.
  7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  8. Basis for local participation as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations: Participation is based on actual costs incurred; all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted:
    - a. Funding for preliminary engineering: Design is funded with 90% Federal funding up to a maximum of \$73,759 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
    - b. Funding for real estate required for standard roadway construction, 100% Municipal.
    - c. Funding for compensable utilities required for standard roadway construction, 100% Municipal.
    - d. Funding for construction: Construction is funded with 90% Federal funding up to a maximum of \$229,536 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
    - e. Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.