



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: 7/23/2026
ID Number: ID#26-04065	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Common Council Meeting Date: 8/6/2026
Agenda Item Title: Review and possible action on the Two-Party State Municipal Agreement between the City of Waukesha and the Wisconsin Department of Transportation regarding the Local Roads Improvement Program (LRIP) Discretionary Program for the reconstruction/resurfacing of E. North Street, St. Paul Avenue and W. Moreland Boulevard.	

Issue Before the Council: In 2025, the City of Waukesha applied for grant funding for the reconstruction/resurfacing of E. North Street (Pewaukee Rd to City Limits), St Paul Avenue (Albert St to City Limits) and W. Moreland Boulevard (St Paul Ave to Pewaukee Rd) as part of the Wisconsin Department of Transportation Local Roads Improvement Discretionary Program (LRIP-D). In summer of 2026, the City was awarded a grant amount for the construction of this project not to exceed \$400,000.
Options & Alternatives: 1. Approve the SMA 2. Do not approve the SMA and forfeit the \$400,000.00 in WisDOT grant funding.
Additional Details: Attached is the State Municipal Agreement (SMA) for construction cost reimbursement not to exceed \$400,000. As part of the State Municipal Agreement, the project must be completed and reimbursement applied for prior to June 30, 2031, or the funds will be allocated to a different municipality.

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 reimbursement received from the LRIP-D grant will be \$400,000.00.

Recommended Motion:

Move to approve State Municipal Agreement between the City of Waukesha and the Wisconsin Department of Transportation for the reconstruction/resurfacing of E. North Street, St Paul Avenue, and W. Moreland Boulevard.

Reviewed By:

City Attorney Brian Running	Date Reviewed
Finance Director Joseph P. Ciarro	Date Reviewed
City Administrator Anthony W. Brown <i>Anthony Brown</i>	Date Reviewed 07/21/2026



2026 - 2027
Local Roads Improvement Program (LRIP)
State Municipal Project Agreement

Date:	July 01, 2026	Program Type:	MSID
LRIP Project Number:	20168	CVT:	67291
County:	Waukesha	Project ID:	39508802707
Recipient:	City of Waukesha	Appropriation:	27000
		Account:	8700140

The signatory city, village, town or county, hereinafter called the Municipality, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the State, enter into this agreement, hereinafter called the Agreement, to accomplish the described project, hereinafter called the Project.

The authority for the Municipality and the State to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Improvement Type:	Reconstruction	Intended Construction Year:	2027
Surface Type:	75 - Concrete Pavement (PCC)		

On Route 1:	E North St	Additional Locations are displayed on Page 2
At Route:	W Moreland Blvd (Break)	
Toward Route:	Pewaukee Rd	
Structure	None	
Section Length	317 ft	

Need for Improvement:	Severe Concrete Deterioration
Other Work:	Adjust manholes, Binder Mat, Patching, Pavement marking, Sanitary sewer*, Sidewalk, Storm sewer, Street signs*

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
9.00 in	20 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	\$0.00		
Right-of-Way Acquisition:	\$0.00		
Construction:	\$4,420,000.00		
Total Eligible Costs:	\$4,420,000.00		
Total Ineligible Costs	\$300,000.00		

Total Improvement Costs:	\$4,720,000.00	\$400,000.00	\$4,320,000.00
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This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: Merrill Mechler-Hickson	July 01, 2026
Local Transportation Programs and Finance	Date

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State Municipal Project Agreement

Additional Locations:

On Route 2: **E St Paul Ave**
At Route: **Albert St**
Toward Route: **E Moreland Blvd**
Section Length **2059 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Binder Mat, Patching, Pavement marking, Sanitary sewer*, Sidewalk, Storm sewer, Street signs***

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	14 ft 0 in	0 ft 0 in	Y	8 ft 0 in	Y

On Route 3: **W Moreland Blvd**
At Route: **Pewaukee Rd**
Toward Route: **E North St (Termini)**
Section Length **951 ft**

Need for Improvement: **Severe Concrete Deterioration**

Other Work: **Adjust manholes, Pavement marking, Reconstruct Intersection, Sanitary sewer*, Sidewalk, Storm sewer, Street signs*, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
9.00 in	24 ft 0 in	0 ft 0 in	Y	0 ft 0 in	Y

On Route 4: **E North St**
At Route: **CTH F**
Toward Route: **E Moreland Blvd (Termini) (Break)**
Section Length **1669 ft**

Need for Improvement: **Severe Concrete Deterioration**

Other Work: **Adjust manholes, Geotextile grid fabric, Pavement marking, Realign roadway (vertically and/or horizontally), Reconstruct Intersection, Sidewalk, Sanitary sewer*, Storm sewer, Street signs*, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
9.00 in	32 ft 0 in	14 ft 0 in	Y	14 ft 0 in	Y

On Route 5: **E North St**
At Route: **W Moreland Blvd (Break)**
Toward Route: **Pewaukee Rd**
Section Length **1584 ft**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Binder Mat, Pavement marking, Sanitary sewer*, Sidewalk, Storm sewer**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
2.00 in	14 ft 0 in	0 ft 0 in	Y	12 ft 0 in	Y

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On Route 6: **E St Paul Ave**
At Route: **Albert St**
Toward Route: **E Moreland Blvd**
Section Length **528 ft**

Need for Improvement: **Severe Concrete Deterioration**

Other Work: **Adjust manholes, Pavement marking, Realign roadway (vertically and/or horizontally), Reconstruct Intersection, Sanitary sewer*, Sidewalk, Storm sewer, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
9.00 in	18 ft 0 in	10 ft 0 in	Y	11 ft 0 in	Y

Project Funding						
Funding Type	From Project	Program Type	Biennium	Sunset Date	Approved Amount	Date
New Biennium Project	N/A	MSID	2026 - 2027	June 30, 2031	\$400,000.00	July 01, 2026
				Total	\$400,000.00	

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Terms and Conditions

1. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
2. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
3. Contract modification: This Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this Agreement nor any of its attachments may be changed, waived or terminated orally.
4. Binding effects: All terms of this Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
5. Choice of law and forum: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
6. Non-appropriation of funds: With respect to any payment required to be made by the State under this Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this Agreement after providing written notice not less than thirty (30) days before the termination is to take effect. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
7. The initiation and accomplishment of the Project will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of a Project is funded using federal funds, the entire Project will be subject to federal requirements. Any federally-funded portion of the Project is not eligible for reimbursement under this Agreement.
8. The construction of the Project will be in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the Project not constructed to standards will be the responsibility of the Municipality unless such exception is explicitly granted in writing by the State.
9. The Municipality will assume all responsibility for complying with all applicable environmental requirements for the Project.
10. The work, which is eligible for State participation, will be administered by the Municipality.
11. The Municipality agrees to comply with the relevant applicable statutes governing advertisements for bids. The Municipality is encouraged to advertise for greater than the minimum requirements to provide the widest possible coverage. The Municipality shall provide the State information regarding the source where the LRIP bid advertisements can be located no less than seven (7) days prior to the first week of advertisement. The Municipality must keep records of publication in the project file. All Municipal contracts for this Project will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of Wis. Stat. § 86.31(2) and all other Municipal bidding requirements.
12. State financing will be limited to up to 90 percent (90%) participation for eligible items for Supplemental projects and 50 percent (50%) participation for eligible items for Entitlement and Discretionary projects or to the limit approved for the Project - whichever is less.
13. Payments to the Municipality will be made after the Project is completed, and the contractor(s) is/are fully reimbursed.
14. 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 any moneys otherwise due and payable by the State to the Municipality.
15. The Municipality will keep records of the cost of the Project, letting documents, advertising information, itemized invoices, and contractor payment documentation and will have them available for inspection by representatives of the State and will furnish copies when requested.
16. By signing this Agreement, the Municipality certifies the estimated costs are provided in good faith based on information known at the time of the estimate creation and reflects an accurate estimate of anticipated costs.
17. The design and construction of the Project must be certified by a registered professional engineer, if the cost of the Project exceeds \$65,000 per Wis. Stat. § 86.31(2)(e).
18. Federal Single Audits of Local Government Units:
 - a. The Municipality shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
 - b. This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget and state single audit guidelines issued by the Wisconsin Department of Administration.

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- c. The Municipality will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the State within ten (10) years of project closing.

19. The Municipality will maintain, at its own cost and expense, all portions of the Project that lie within its jurisdiction and will make provision of such maintenance as long as the road remains open to traffic.

20. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennia. The sunset date of the funds is listed in the Project Funding table in this Agreement.

21. Nothing in this Agreement shall be deemed a waiver of the State's Sovereign Immunity.

22. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement and the remaining parts shall be enforced as if such invalid, illegal, or unenforceable part was not contained herein.

23. In connection with the performance of work under this Agreement, the Municipality agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

 X **Checking this box indicates that the Preparer is authorized to conduct official business for the Municipality identified below and upon acceptance by the State shall constitute agreement between the Municipality and the State, subject to the terms and conditions above.**

Recipient:	City of Waukesha	County:	Waukesha		
Head of Government:	ALICIA HALVENSLEBEN	Title:	Head of Government		
Preparer:	Craig Ausen	Title:	Public Works Director/Municipal Engineer/Public Works Staff	Date:	03/03/2026
Reviewer:	Ethan Moser	Title:	Public Works Director/Municipal Engineer/Public Works Staff	Date:	03/03/2026