



Wauwatosa, WI

Financial Affairs Committee

Meeting Agenda

7725 W. North Avenue
Wauwatosa, WI 53213

Tuesday, December 9, 2025

7:30 PM

Committee Room #1 and Zoom:
<https://servetosa.zoom.us/j/81144274572>,
Meeting ID: 811 4427 4572

Regular Meeting

HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

FINANCIAL AFFAIRS COMMITTEE ITEMS

1. Consideration of request by the Fire Department to accept early delivery of an aerial ladder truck and reallocate funds from the 2027 capital budget to the 2026 capital budget [25-2275](#)
2. Consideration for approval of contracts for Police Department personnel uniforms and equipment for 2026 to 2028, with three 1-year extension options [25-1926](#)
3. Consideration for approval of contracts for Police Department towing services for 2026 to 2028, with three 1-year extension options [25-1927](#)
4. Consideration of request by Finance and Information Technology Directors to amend the 2025 budget for the State and Local Cybersecurity Grant Program [25-2239](#)
5. Consideration of request from Engineering Division to approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-07-02/72, C Wauwatosa Signal Controllers, a Congestion Mitigation and Air Quality (CMAQ) grant to upgrade the City's traffic signal controllers as identified in the 2026-2030 Capital Improvement Plan [25-2252](#)

6. Consideration of request from Engineering Division to approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-07-01/71, C Wauwatosa FiberRadio, a Congestion Mitigation and Air Quality (CMAQ) grant to construct remote communications to the City's traffic signal cabinets as identified in the 2026-2030 Capital Improvement Plan [25-2253](#)
7. Consideration of request from Engineering Division to approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-06-03/83, C Wauwatosa ATMS, a Congestion Mitigation and Air Quality (CMAQ) grant to provide Advanced Traffic Management System software to operate the City's traffic signals as identified in the 2026-2030 Capital Improvement Plan [25-2254](#)
8. Consideration of waiver of the request for proposal process, Level 3 Fund Transfer, and approval of contract with JW Industries for repair of flood damaged bleachers at Hart Park Stadium [25-2261](#)
9. 2025 Third Quarter General Fund Forecast [25-2265](#)
10. Discussion regarding the potential purchase of private property by the City of Wauwatosa within Tax Increment District 7 [25-2264](#)

The Committee may convene into closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(e), to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Committee may reconvene into open session to consider the balance of the agenda.

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Staff Report

File #: 25-2275

Agenda Date: 12/9/2025

Agenda #: 1.

Consideration of request by the Fire Department to accept early delivery of an aerial ladder truck and reallocate funds from the 2027 capital budget to the 2026 capital budget

Submitted by:

Jim Case, Fire Chief

Department:

Fire Department

A. Issue

To mitigate long vendor delivery times for fire apparatus, WFD placed an order for a 2027 aerial ladder truck. The manufacturer has recently notified us that, due to production efficiencies, the apparatus is now scheduled for completion and delivery in late 2026 rather than 2027.

B. Background/Options

Current industry-wide lead times for fire apparatus orders frequently exceed 24-36 months. To ensure replacement vehicles arrive in the fiscal year for which they are budgeted, the WFD has placed orders in advance of the intended delivery year. Recent pressure from the fire service and regulatory agencies has prompted manufacturers to reduce the production process and build times. As a result, our 2027 aerial ladder truck order has been accelerated and is now expected in late 2026.

To accept this earlier delivery, we respectfully request committee approval to transfer the appropriate funds from the 2027 capital budget to the 2026 capital budget.

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety

Early delivery and receipt of this critical apparatus will enhance operational readiness and ensure uninterrupted aerial capability for the community.

D. Fiscal Impact

This is a replacement apparatus. Funds are already identified and reserved in the 2027 capital budget. This proposed transfer aligns the expenditure with the revised delivery schedule.

E. Recommendation

Request approval for the Fire Department accept the early delivery of the aerial ladder truck in 2026 and a level 3 fund transfer to increase expenditures in the capital budget to be funded with bond proceeds reallocated from 2027.



This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation ("Reliant"), and the City of Wauwatosa, Wisconsin ("Customer"), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Reliant Proposal"** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,731,469.00 ("Purchase Price"). Prices are in U.S. funds. Accepted forms of payment include cash, check, money order, wire transfer, or ACH payment. Credit card or purchase card (P-Card) payments are not accepted.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change ("Change Order"). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant's authorized representative. Manufacturer and/or supplier cost increases or surcharges imposed after the time of contract execution, beyond the control of Reliant, that have not been calculated into the contract amount will be documented and itemized as increases for the Customer on the Change Order.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within approximately 26.5 - 28.5 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing, Inc., Appleton, Wisconsin, Risk of loss shall pass to Customer upon Delivery. Any delivery date contained herein is a good faith estimate as of the date of this

order/contract, and merely an approximation based on current information. Delivery updates will be made available during process, and a final firm delivery will be provided when committed. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

Customer
City of Wauwatosa
7725 West North Ave.
Wauwatosa, WI 53213

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant's own negligence, or otherwise.

11. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of

government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

- a. Commercial Chassis Price Volatility. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order. Price reflects an estimate for the commercial chassis; final price of the contract may be adjusted upon final cost from the chassis manufacturer.
- b. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

21. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.

Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

Signature: 

Name: Jason Krueger

Title: President

Date: 3/10/2025

CUSTOMER: City of Wauwatosa, Wisconsin

Signature: 

Name: JAMES CASE

Title: FIRE CHIEF

Date: 3/7/2025

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: March 7, 2025

Customer Name: City of Wauwatosa, Wisconsin

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Enforcer	107' Aerial Ladder	\$1,731,469.00
			\$
			\$
			\$
			\$

Contract is for purchase of one (1) Pierce Enforcer 107' Aerial Ladder per Reliant Fire Apparatus, Inc. proposal #1059 presented to the City of Wauwatosa Fire Department dated February 14, 2025.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Warranty details of other coverages and terms and conditions are included in full in Proposal #1059.

Training Requirements: New vehicle and aerial orientation to be provided by Reliant Fire Apparatus and Pierce Manufacturing, Inc. at the Wauwatosa Fire Department after delivery of the completed apparatus.

Other Matters: Replacement contract for original job #41524, bid #766.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in the amount of \$1,731,469.00 is due Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF MARCH 7, 2025 BETWEEN RELIANT AND THE CITY OF WAUWATOSA, WISCONSIN WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #1059
PRESENTED TO THE CITY OF WAUWATOSA, WISCONSIN DATED FEBRUARY 14, 2025.

EXHIBIT C

RELIANT PROPOSAL

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #1059 PRESENTED TO THE CITY OF WAUWATOSA, WISCONSIN DATED FEBRUARY 14, 2025.



Wauwatosa Police Department

Departmental Correspondence

DATE: 11/25/25
TO: Financial Affairs Committee (FAC) for 12/9/25
FROM: Capt. Luke Vetter – Administrative Bureau
SUBJECT: Uniform and Equipment Contract Recommendation

Background

The Police Department engages in contracts with local uniform and equipment providers in order to properly outfit and equip its staff. The current contract is with Galls (Oak Creek, WI) and is set to expire on 12/31/25.

With assistance from the Purchasing Department, we solicited proposals to fulfill a contract for 1/1/26 to 12/31/28, along with offering three (3) one-year extension options. We also adjusted the bid language to allow the City/Department to secure more than one bid. This was done to make sure that police employees can secure authorized equipment from vendors at the lowest cost, in a timely fashion, and with appropriate in-person customer service. Additionally, some equipment is exclusively offered by only certain vendors. The Police Department has a uniform policy that specifically outlines authorized and required equipment.

The proposal period was open from October 22nd to November 5th, 2025. Streicher's (Butler, WI) and Galls (Oak Creek, WI) were the two uniform supply stores that submitted competitive proposals.

Recommendation

The Police Department recommends that the FAC approve engaging in contracts with both Galls and Streicher's for the outlined contract period. Use of the contractors will be determined by price, convenience and availability.

Respectfully,

A handwritten signature in black ink, appearing to read "Luke Vetter".

Captain Luke Vetter
Administrative Bureau



Wauwatosa Police Department

Departmental Correspondence

DATE: 11/25/25
TO: Financial Affairs Committee (FAC) for 12/9/25
FROM: Capt. Luke Vetter – Administrative Bureau
SUBJECT: Police Towing Contract Recommendation

Background

The Police Department engages in contracts with local towing companies in order to move vehicles for traffic, safety, criminal, and investigative reasons. The current contracts are with Dennis' Service (Butler, WI) and N & S Towing (West Allis, WI) and are set to expire on 12/31/25.

With assistance from the Purchasing Department, we solicited proposals to fulfill a contract for 1/1/26 to 12/31/28, along with offering three (3) one-year extension options. We announced the bid language to allow the City/Department to secure more than one proposal. This was done to make sure that police operations for the towing of vehicles occurs in a timely fashion and with appropriate customer service. The Police Department has a towing policy that specifically outlines the procedures and expectations for this contracted service.

The proposal period was open from October 22nd to November 5th, 2025. Dennis' Service and N & S Towing were the two companies that submitted competitive proposals.

Recommendation

The Police Department recommends that the FAC approve engaging in a contract with Dennis' Towing and N&S for the outlined contract period. Use of the contractors will be determined by price, convenience and availability.

Respectfully,

A handwritten signature in black ink, appearing to read "Luke Vetter".

Captain Luke Vetter
Administrative Bureau



Staff Report

File #: 25-2239

Agenda Date: 12/9/2025

Agenda #: 4.

Consideration of request by Finance and Information Technology Directors to amend the 2025 budget for the State and Local Cybersecurity Grant Program

Submitted by:

John Ruggini and Jalal Ali

Department:

Finance and Information Technology

A. Issue

The City of Wauwatosa was selected to receive \$100,000 through the State and Local Cybersecurity Grant Program (SLCGP). This is a federally funded initiative administered through the Wisconsin Department of Military Affairs to strengthen cybersecurity capabilities across local governments. A level three fund transfer is required to provide expenditure authority.

B. Background/Options

The City of Wauwatosa was selected to receive \$100,000 through the State and Local Cybersecurity Grant Program (SLCGP). This is a federally funded initiative administered through the Wisconsin Department of Military Affairs to strengthen cybersecurity capabilities across local governments.

The City's application focused on two priority areas identified by federal and state guidance:

1. Multi-Factor Authentication (MFA) to reduce unauthorized access risks and protect sensitive systems such as CJIS-connected platforms, public safety applications, and workforce accounts.
2. Managed Detection and Response (MDR) to enhance real-time monitoring, threat detection, and incident response across the City's approximately 500 endpoints, including critical systems supporting Police, Fire, Dispatch, and core municipal operations. The City has partnered with the Center for Internet Security (CIS), a public-private entity funded in part by the U.S. Department of Homeland Security, to provide this MDR service. This partnership gives the City access to CIS's 24-hour Security Operations Center and nationally coordinated threat intelligence at a significantly reduced cost compared to commercial offerings. In addition to improving overall cybersecurity readiness, the MDR service increases the efficiency of City IT staff by filtering out false positives and focusing staff attention on validated, actionable security events.

These investments directly address known vulnerabilities and meet state and federal expectations for municipalities handling regulated data. The grant award will be applied to the City's MFA and MDR implementation, reducing overall risk and improving operational resilience without shifting the full cost to local taxpayers.

C. Strategic Plan (Area of Focus)

Click or tap here to enter text.

D. Fiscal Impact

Expenditures and revenues will increase by \$100,000 with the revenue from a state grant so there is no impact on fund balance or the tax payer.

E. Recommendation

Increase revenues and expenditures in the Information Technology 2025 budget by \$100,000



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 25-2252

Agenda Date: 12/9/2025

Agenda #: 5.

Consideration of request from Engineering Division to approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-07-02/72, C Wauwatosa Signal Controllers, a Congestion Mitigation and Air Quality (CMAQ) grant to upgrade the City's traffic signal controllers as identified in the 2026-2030 Capital Improvement Plan

Submitted by:

Michael May, PE, PTOE, RSP1
Senior Civil Engineer - Traffic & Transportation

Department:

DPW - Engineering

A. Issue

The Engineering Division seeks the approval of an SMA with WisDOT for a CMAQ grant to replace traffic signal controllers citywide.

B. Background/Options

The City maintains 42 traffic signalized intersections. The 42 intersections undesirably operate using five different traffic signal controller models. Eight of the controllers were produced prior to modern ethernet capabilities. An additional nineteen controllers have manufacturer-identified power issues. The controllers do not operate with the same software management information bases ("MIBs"). This existing condition is a problem of inefficiencies and hurdles that make it difficult-to-impossible for engineers to communicate between devices, make it difficult for engineers and electricians to maintain, and result in costly and inefficient corridor and citywide management for road users.

The primary purpose of this CMAQ grant is to replace traffic signal controllers at 38 of the 42 signalized intersections. The end goal is to operate all intersections with the same traffic signal controller type and be fully network capable. This results in efficient traffic management, reduced user delays, and therefore reduced regional emissions. The SMA for Project ID 2994-07-02/72, C Wauwatosa Signal Controllers, represents step 1 of 3 towards meeting this end goal.

The following is a budgetary summary from the SMA. The unsigned SMA is attached to this file.

<u>Cost Item</u>	<u>Grant Share</u>	<u>City Share</u>	<u>Total Cost</u>
SMA 1: Controllers	\$212,224	\$63,056	\$275,280

Note that this budget includes the City's costs for WisDOT design review/oversight and includes anticipated construction costs. Project design activities will be performed and/or overseen by City staff, are not reimbursable by the CMAQ grant program, and are included in the City's 2026-2030 CIP.

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2. Proactively address pedestrian, bicycle, and vehicular safety.

Priority 3: Infrastructure, Goal 5. Increase alternative (non-property tax based) funding to support capital projects.

D. Fiscal Impact

This SMA represents \$275,280. Of that amount, up to \$212,224 represents the CMAQ grant funds to be reimbursed to the City by WisDOT for construction activities.

Funding for the Wauwatosa share of this project is included in the 2026-2030 Capital Improvements Plan. Final costs will be determined by final design and bid prices.

E. Recommendation

Approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-07-02/72, C Wauwatosa Signal Controllers, a Congestion Mitigation and Air Quality (CMAQ) grant to upgrade the City's traffic signal controllers as identified in the 2026-2030 Capital Improvement Plan.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE:

SUBJECT: Project Agreement:

ID: 2994-07-02/72

Title: C WAUWATOSA, SIGNAL CONTROLLERS

Limits: CITY WIDE

County: Milwaukee

The Attached Agreement Is Recommended for Approval:

PROGRAM: 211 CMAQ, 2025-2028 cycle

CONCEPTS COVERED by this AGREEMENT: Design Review, Construction

ESTIMATED COST: \$275,280

PARTICIPATION: Project is funded: 100% local for design and 80% Federal 20% Local for construction with a federal funding limit of \$212,224.

NON-PARTICIPATION: N/A

SPONSOR UEI # KCDGNEEY6H27

EXECUTED BY: City of Wauwatosa

DATE: _____

CONSTRUCTION FISCAL YEAR: 2027

NOTES:

REGION REVIEWER:

SE Region Local Program Manager

DATE

REGION: SE



**STATE/MUNICIPAL AGREEMENT
FOR CONGESTION MITIGATION & AIR
QUALITY IMPROVEMENT (CMAQ)
PROJECTS**

Subprogram #: 211

Program Name: CMAQ

2025-2028 Program Cycle

Date: September 10, 2025

I.D.: 2994-07-02/72

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: KCDGNEEY6H27

FAIN ID: **TBD**

Project Title: C WAUWATOSA, SIGNAL
CONTROLLERS

Location/Limit: CITY WIDE

Project Length (if applicable): N/A

Project Sponsor: City of Wauwatosa

County: Milwaukee

MPO Area (if applicable): SEWRPC

The signatory, the **City of Wauwatosa**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U.S.C. 149.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility and Proposed Improvement: The City currently has 5 different types of signal controllers with software that isn't compatible. This project will replace the controllers and allow updating of timing to reduce delays and emissions.

Non-participating work includes work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CMAQ project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$212,224 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$212,224 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Design to be funded 100% by the Sponsor. Any work performed by the Project Sponsor prior to federal

authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

No DBE goal shall be assigned unless requested by the sponsor and approved by WisDOT or assigned by WisDOT. Has a DBE goal been assigned? ☒ No ☐ Yes, the DBE goal is _____.

Project Award date: 07/14/2025

Sunset date: 06/30/2032

Sunset date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%*	Project Sponsor Funds	%*
ID 2994-07-02					
Design		0	0%	0	100%
Design Review #	\$10,000	0	0%	\$ 10,000	100%
<i>Subtotal ID 2994-07-02</i>	<i>\$10,000</i>	<i>\$0</i>		<i>\$10,000</i>	
ID 2994-07-72					
Participating Construction	\$255,280	\$204,224	80%	\$ 51,056	20%
Participating Construction Review #	\$10,000	\$8,000	80%	\$ 2,000	20%
Non-Participating Construction			0%	\$0	100%
<i>Subtotal 2994-07-72</i>	<i>\$265,280</i>	<i>\$212,224</i>		<i>\$53,056</i>	
Total Est. Cost Distribution	\$275,280	\$212,224	MAX	\$63,056	N/A

*This project has a CMAQ federal funding maximum of **\$212,224**. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the City of Wauwatosa (please sign in blue ink)	
Name (print) Dennis R McBride	Title Mayor
Signature	Date
Name (print) Deyanira Nevarez	Title City Clerk
Signature	Date
Name (print) John Ruggini	Title: Finance Director
Signature	Date
Approved as to form and execution	
Name (print) Jennifer Tate	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is

not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Congestion Mitigation and Air Quality Improvement Program (CMAQ), including but not limited to and Wis. Stat. Sec. 85.245 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin’s approved Congestion Mitigation and Air Quality Improvement Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident 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, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Other CMAQ items as determined during design.
6. Project items purchased with federal funding are for the primary use of the CMAQ project.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. Preliminary Engineering.
 - g. State Review Services.
 - h. Real estate for the improvement.
 - i. All work related to underground storage tanks and contaminated soils.
 - j. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
 - k. Other 100% Project Sponsor funded items: as determined during design.
- 9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
- 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
- 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
- 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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 Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor 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 as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins,

curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by the project sunset date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

29. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
- 30. Contract Modification: *This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
 - 31. Binding Effects: All terms of this State/Municipal 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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
 - 32. Choice of Law and Forum: This State/Municipal 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 and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
 - 33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

- 34. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal 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 Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

- 36. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CMAQ project funding conditions:
 - a. ID 2994-07-02: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. Real Estate and any related review costs are funded 100% by the Project Sponsor. Real estate acquisition is 100% the responsibility of the Project Sponsor.
 - c. ID 2994-07-72: Construction:

- i. Costs for traffic signal controller upgrades and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
- d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$212,224** is cumulative for all federal funded project phases.

[End of Document]



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 25-2253

Agenda Date: 12/9/2025

Agenda #: 6.

Consideration of request from Engineering Division to approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-07-01/71, C Wauwatosa FiberRadio, a Congestion Mitigation and Air Quality (CMAQ) grant to construct remote communications to the City's traffic signal cabinets as identified in the 2026-2030 Capital Improvement Plan

Submitted by:

Michael May, PE, PTOE, RSP1
Senior Civil Engineer - Traffic & Transportation

Department:

DPW-Engineering

A. Issue

The Engineering Division seeks the approval of an SMA with WisDOT for a CMAQ grant to construct remote communications to the City's traffic signal cabinets.

B. Background/Options

The primary purpose of this CMAQ grant is to provide end-of-the-line fiber and radio network connections to 41 of the City's 42 traffic signal cabinets, which represents 97% of the City's traffic signals. When complete, traffic signal controllers and other signal components will have seamless communication with City Hall and will be available remotely to approved users. This improves response times to service requests and aids in efficient traffic management, reduced user delays, and therefore reduced regional emissions. The SMA for Project ID 2994-07-01/71, C Wauwatosa FiberRadio, represents step 2 of 3 towards meeting this end goal.

The following is a budgetary summary from the SMA. The unsigned SMA is attached to this file.

<u>Cost Item</u>	<u>Grant Share</u>	<u>City Share</u>	<u>Total Cost</u>
SMA 2: FiberRadio	\$209,492	\$62,373	\$271,865

Note that this budget includes the City's costs for WisDOT design review/oversight and includes anticipated construction costs. Project design activities will be performed and/or overseen by City staff, are not reimbursable by the CMAQ grant program, and are included in the City's 2026-2030 CIP.

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2. Proactively address pedestrian, bicycle, and vehicular safety.

Priority 3: Infrastructure, Goal 5. Increase alternative (non-property tax based) funding to support capital

projects.

D. Fiscal Impact

This SMA represents \$271,865. Of that amount, up to \$209,492 represents the CMAQ grant funds to be reimbursed to the City by WisDOT for construction activities.

Funding for the Wauwatosa share of this project is included in the 2026-2030 Capital Improvements Plan. Final costs will be determined by final design and bid prices.

E. Recommendation

Approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-07-01/71, C Wauwatosa FiberRadio, a Congestion Mitigation and Air Quality (CMAQ) grant to construct remote communications to the City's traffic signal cabinets as identified in the 2026-2030 Capital Improvement Plan.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE:

SUBJECT: Project Agreement:

ID: 2994-07-01/71

Title: C WAUWATOSA, FIBER INTERCONNECT

Limits: CITY WIDE

County: Milwaukee

The Attached Agreement Is Recommended for Approval:

PROGRAM: 211 CMAQ, 2025-2028 cycle

CONCEPTS COVERED by this AGREEMENT: Design Review, Construction

ESTIMATED COST: \$271,865

PARTICIPATION: Project is funded: 100% local for design and 80% Federal 20% Local for construction with a federal funding limit of \$209,492.

NON-PARTICIPATION: N/A

SPONSOR UEI # KCDGNEEY6H27

EXECUTED BY: City of Wauwatosa

DATE: _____

CONSTRUCTION FISCAL YEAR: 2027

NOTES:

REGION REVIEWER:

SE Region Local Program Manager

DATE

REGION: SE



**STATE/MUNICIPAL AGREEMENT
FOR CONGESTION MITIGATION & AIR
QUALITY IMPROVEMENT (CMAQ)
PROJECTS**

Subprogram #: 211

Program Name: CMAQ

2025-2028 Program Cycle

Date: September 10, 2025

I.D.: 2994-07-01/71

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: KCDGNEEY6H27

FAIN ID: **TBD**

Project Title: C WAUWATOSA, FIBER
INTERCONNECT

Location/Limit: CITY WIDE

Project Length (if applicable): N/A

Project Sponsor: City of Wauwatosa

County: Milwaukee

MPO Area (if applicable): SEWRPC

The signatory, the **City of Wauwatosa**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U.S.C. 149.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility and Proposed Improvement: The City has been slowing adding end of line fiber and radio network connections. This installation will allow the city to complete traffic signal interconnection reducing congestion and traffic delays.

Non-participating work includes work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CMAQ project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$209,492 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$209,492 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Design to be funded 100% by the Sponsor. Any work performed by the Project Sponsor prior to federal

authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

No DBE goal shall be assigned unless requested by the sponsor and approved by WisDOT or assigned by WisDOT. Has a DBE goal been assigned? ☒ No ☐ Yes, the DBE goal is _____.

Project Award date: 07/14/2025

Sunset date: 06/30/2032

Sunset date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%*	Project Sponsor Funds	%*
ID 2994-07-01					
Design	\$0	0	0%	0	100%
Design Review #	\$10,000	0	0%	\$ 10,000	100%
<i>Subtotal ID 2994-07-01</i>	<i>\$10,000</i>	<i>\$0</i>		<i>\$10,000</i>	
ID 2994-07-71					
Participating Construction	\$251,865	\$201,492	80%	\$ 50,373	20%
Participating Construction Review #	\$10,000	\$8,000	80%	\$ 2,000	20%
Non-Participating Construction			0%	\$0	100%
<i>Subtotal 2994-07-71</i>	<i>\$261,865</i>	<i>\$209,492</i>		<i>\$52,373</i>	
Total Est. Cost Distribution	\$271,865	\$209,492	MAX	\$62,373	N/A

*This project has a CMAQ federal funding maximum of **\$209,492**. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the City of Wauwatosa (please sign in blue ink)	
Name (print) Dennis R McBride	Title Mayor
Signature	Date
Name (print) Deyanira Nevarez	Title City Clerk
Signature	Date
Name (print) John Ruggini	Title: Finance Director
Signature	Date
Approved as to form and execution	
Name (print) Jennifer Tate	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is

not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Congestion Mitigation and Air Quality Improvement Program (CMAQ), including but not limited to and Wis. Stat. Sec. 85.245 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin’s approved Congestion Mitigation and Air Quality Improvement Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident 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, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Other CMAQ items as determined during design.
6. Project items purchased with federal funding are for the primary use of the CMAQ project.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. Preliminary Engineering.
 - g. State Review Services.
 - h. Real estate for the improvement.
 - i. All work related to underground storage tanks and contaminated soils.
 - j. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
 - k. Other 100% Project Sponsor funded items: as determined during design.
- 9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
- 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
- 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
- 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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 Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor 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 as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins,

curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by the project sunset date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

29. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
- 30. Contract Modification: *This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
 - 31. Binding Effects: All terms of this State/Municipal 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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
 - 32. Choice of Law and Forum: This State/Municipal 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 and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
 - 33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

- 34. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal 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 Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

- 36. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CMAQ project funding conditions:
 - a. ID 2994-07-01: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. Real Estate and any related review costs are funded 100% by the Project Sponsor. Real estate acquisition is 100% the responsibility of the Project Sponsor.
 - c. ID 2994-07-71: Construction:

- i. Costs for installation of end-of-line fiber or radio interconnect and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
- d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$209,492** is cumulative for all federal funded project phases.

[End of Document]



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 25-2254

Agenda Date: 12/9/2025

Agenda #: 7.

Consideration of request from Engineering Division to approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-06-03/83, C Wauwatosa ATMS, a Congestion Mitigation and Air Quality (CMAQ) grant to provide Advanced Traffic Management System software to operate the City's traffic signals as identified in the 2026-2030 Capital Improvement Plan

Submitted by:

Michael May, PE, PTOE, RSP1
Senior Civil Engineer - Traffic & Transportation

Department:

DPW-Engineering

A. Issue

The Engineering Division seeks the approval of an SMA with WisDOT for a CMAQ grant to provide Advanced Traffic Management System software.

B. Background/Options

The primary purpose of this CMAQ grant is to procure advance traffic management system (ATMS) software. Where traffic signal controllers control traffic, and where fiber and radio interconnect enable remote communication to the traffic signal controllers, ATMS software enables the capabilities of modern signal controllers and an interconnected system to make corridors traffic response or adaptive to minimize delays and emissions. ATMS responsive and adaptive algorithms can read volumes from individual intersections on a corridor and then adjust timings for individual intersections and the entire corridor to user-established timing patterns, thus providing better service to prevailing flows, which in turn reduces systemwide delays/emissions. ATMS software also enables improved response to traffic incidents and special events, instantaneous notification of intersection alarms (e.g., signal in flash), and remote maintenance of field equipment without the need for driving to the site.

The SMA for Project ID 2994-06-03/83, C Wauwatosa ATMS, represents step 3 of 3 towards meeting the end goal of efficient traffic management, reduced user delays, and therefore reduced regional emissions. The following is a budgetary summary from the SMA. The unsigned SMA is attached to this file.

<u>Cost Item</u>	<u>Grant Share</u>	<u>City Share</u>	<u>Total Cost</u>
SMA 3: ATMS	\$140,000	\$45,000	\$185,000

Note that this budget includes the City's costs for WisDOT design review/oversight and includes anticipated construction costs. Project design activities will be performed and/or overseen by City staff, are not reimbursable by the CMAQ grant program, and are included in the City's 2026-2030 CIP.

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2. Proactively address pedestrian, bicycle, and vehicular safety.

Priority 3: Infrastructure, Goal 5. Increase alternative (non-property tax based) funding to support capital projects.

D. Fiscal Impact

This SMA represents \$185,000. Of that amount, up to \$140,000 represents the CMAQ grant funds to be reimbursed to the City by WisDOT for construction activities.

Funding for the Wauwatosa share of this project is included in the 2026-2030 Capital Improvements Plan. Final costs will be determined by final design and bid prices.

E. Recommendation

Approve a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for Project ID 2994-06-03/83, C Wauwatosa ATMS, a Congestion Mitigation and Air Quality (CMAQ) grant to provide Advanced Traffic Management System software to operate the City's traffic signals as identified in the 2026-2030 Capital Improvement Plan.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE:

SUBJECT: Project Agreement:

ID: 2994-06-03/83

Title: C WAUWATOSA, ATMS

Limits: CITY WIDE

County: Milwaukee

The Attached Agreement Is Recommended for Approval:

PROGRAM: 211 CMAQ, 2025-2028 cycle

CONCEPTS COVERED by this AGREEMENT: Design Review, Construction

ESTIMATED COST: \$185,000

PARTICIPATION: Project is funded: 100% local for design and 80% Federal 20% Local for construction with a federal funding limit of \$140,000.

NON-PARTICIPATION: N/A

SPONSOR UEI # KCDGNEEY6H27

EXECUTED BY: City of Wauwatosa

DATE: _____

CONSTRUCTION FISCAL YEAR: 2027

NOTES:

REGION REVIEWER:

SE Region Local Program Manager

DATE

REGION: SE



**STATE/MUNICIPAL AGREEMENT
FOR CONGESTION MITIGATION & AIR
QUALITY IMPROVEMENT (CMAQ)
PROJECTS**

Subprogram #: 211

Program Name: CMAQ

2025-2025 Program Cycle

Date: September 10, 2025

I.D.: 2994-06-03/83

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: KCDGNEEY6H27

FAIN ID: **TBD**

Project Title: C WAUWATOSA, ATMS

Location/Limit: CITY WIDE

Project Length (if applicable): N/A

Project Sponsor: City of Wauwatosa

County: Milwaukee

MPO Area (if applicable): SEWRPC

The signatory, the **City of Wauwatosa**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute § 85.245 authorizes the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects made available to the State under federal law 23 U.S.C. 149.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility and Proposed Improvement: The City current signal operations are independent with no centralized management system. Procurement and integration of an advanced traffic management system ATMS) will provide interconnection of signals and ability to remote service for responsive timings improving traffic flow and reducing delays.

Non-participating work includes work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CMAQ project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$140,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$140,000 federal funding maximum, in accordance with CMAQ guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Design to be funded 100% by the Sponsor. Any work performed by the Project Sponsor prior to federal

authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

No DBE goal shall be assigned unless requested by the sponsor and approved by WisDOT or assigned by WisDOT. Has a DBE goal been assigned? ☒ No ☐ Yes, the DBE goal is _____.

Project Award date: 07/14/2025

Sunset date: 06/30/2032

Sunset date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2994-06-03					
Design		\$0	0%	\$0	100%
Design Review #	\$10,000	\$0	0%	\$10,000	100%
<i>Subtotal ID 2994-06-03</i>	<i>\$10,000</i>	<i>\$0</i>		<i>\$10,000</i>	
ID 2994-06-83					
Procurement	\$165,000	\$132,000	80%*	\$33,000	20%*
Participating Construction Review #	\$10,000	\$8,000	80%*	\$2,000	20%*
Non-Participating Construction			0%	\$0	100%
<i>Subtotal 2994-06-83</i>	<i>\$175,000</i>	<i>\$140,000</i>		<i>\$35,000</i>	
Total Est. Cost Distribution	\$185,000	\$140,000	MAX	\$45,000	N/A

*This project has a CMAQ federal funding maximum of **\$140,000**. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the City of Wauwatosa (please sign in blue ink)	
Name (print) Dennis R McBride	Title Mayor
Signature	Date
Name (print) Deyanira Nevarez	Title City Clerk
Signature	Date
Name (print) John Ruggini	Title: Finance Director
Signature	Date
Approved as to form and execution	
Name (print) Jennifer Tate	Title City Attorney
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United

States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Congestion Mitigation and Air Quality Improvement Program (CMAQ), including but not limited to and Wis. Stat. Sec. 85.245 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
- a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin’s approved Congestion Mitigation and Air Quality Improvement Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident 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, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Other CMAQ items as determined during design.
6. Project items purchased with federal funding are for the primary use of the CMAQ project.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.

- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. Preliminary Engineering.
 - g. State Review Services.
 - h. Real estate for the improvement.
 - i. All work related to underground storage tanks and contaminated soils.
 - j. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
 - k. Other 100% Project Sponsor funded items: as determined during design.
- 9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.245 and federal law at 23 U.S.C. 149.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
- 11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
- 12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
- 13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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 Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor 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 as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins,

curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by the project sunset date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor'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 Project Sponsor; 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 Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

29. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
- 30. Contract Modification: *This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
 - 31. Binding Effects: All terms of this State/Municipal 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 beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
 - 32. Choice of Law and Forum: This State/Municipal 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 and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
 - 33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

- 34. Non-Appropriation of Fund: With respect to any payment required to be made by the State under this State/Municipal 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 Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
- 35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

- 36. The Project Sponsor agrees to the following State Fiscal Year 2025-2028 CMAQ project funding conditions:
 - a. ID 2994-06-03: Design and any related review costs are funded 100% by the Project Sponsor. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. Real Estate and any related review costs are funded 100% by the Project Sponsor. Real estate acquisition is 100% the responsibility of the Project Sponsor.
 - c. ID 2994-06-83: Procurement:

- i. Costs for Procurement of ATMS and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs and any related review costs are funded 100% by the Project Sponsor. Costs include construction delivery and review.
- d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$140,000** is cumulative for all federal funded project phases.

[End of Document]



Staff Report

File #: 25-2261

Agenda Date: 12/9/2025

Agenda #: 8.

Consideration of waiver of the request for proposal process, Level 3 Fund Transfer, and approval of contract with JW Industries for repair of flood damaged bleachers at Hart Park Stadium

Submitted by:

Alex Krutsch - Parks and Forestry Superintendent

Department:

Public Works

A. Issue

Staff is requesting a waiver of the request for proposal process, level 3 fund transfer, and approval of a contract not to exceed \$130,700.00 with JW Industries (JWI) for repair of the flood damaged bleachers at Hart Park Stadium.

B. Background/Options

Hart Park Stadium serves as the home field for Tosa East High School, Marquette University High School, local universities, semi-professional sports teams, and numerous club leagues. Uses of the facility are as varied as the user groups and include lacrosse, field hockey, ultimate frisbee, track and field, soccer, and football. Hart Park and its stadium serve as an anchor institution for the community of Wauwatosa.

The current spectator seating structures and press box at Hart Park Stadium were engineered and constructed by JWI in 2009 with under bleacher storage units added by JWI in 2023. JWI was selected in 2009 and 2023 because they are an industry leader in athletic facilities design and construction.

In August, 2025 Hart Park Stadium sustained significant flood damage including to the spectator bleachers. Analysis by both JWI and GRAEF Engineering concluded that there is no structural damage to the bleachers, however the skirting which encloses the underside of the bleachers and the roll up doors that allow access to the storage units were damaged beyond repair and need replacement.

City staff obtained a proposal for the repair of the damaged skirting and doors. The scope of work includes items designed to mitigate future flood damage including reinforced attachment points, framing reinforcement, and flood gates (on the west bleachers). The flood gates are engineered to open during a flood event allowing water to pass through, reducing hydrostatic pressure on the structure.

Given the importance of Hart Park Stadium to the community, staff feels it is essential to get under contract with JWI and begin repairs to the stadium so that the community may resume use in 2026. Staff also feels it prudent to contract with JWI since they are most familiar with the design, construction type, and materials used in the bleacher and enclosure system.

C. Strategic Plan (Area of Focus)

Area 5 - Quality of Life

D. Fiscal Impact

The City received a \$1,000,000 donation for flood recovery at Hart Park. Staff recommend using part of this donation for the contract with JWI to repair the spectator bleachers at Hart Park Stadium. Approval to waive the request for proposal process will disqualify these expenses for reimbursement by FEMA or State funds should they become available.

E. Recommendation

Approval of a waiver to the request for proposal process, a level 3 fund transfer, and authorization to enter into a contract with JWI for repair of the Hart Park Stadium bleachers in an amount not to exceed \$130,700.00.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 25-2265

Agenda Date: 12/9/2025

Agenda #: 9.

2025 Third Quarter General Fund Forecast

Submitted by:

John Ruggini

Department:

Finance Department

A. Issue

As required by the City's Financial Resiliency Policy, the Finance Department prepares a forecast of the General Fund financial results based on the most recently completed quarter.

B. Background/Options

Please see the attached presentation

C. Strategic Plan (Area of Focus)

Economic Development & Financial Resilience

D. Fiscal Impact

Discussion purposes only

E. Recommendation

Discussion purposes only



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 25-2264

Agenda Date: 12/9/2025

Agenda #: 10.

Discussion regarding the potential purchase of private property by the City of Wauwatosa within Tax Increment District 7

Submitted by:

John Ruggini and Mark Hammond

Department:

Finance and Development

A. Issue

Memo attached as a confidential document

The Committee may convene into closed session regarding this item pursuant to Wis. Stat. §19.85 (1)(e), to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Committee may reconvene into open session to consider the balance of the agenda.