

**COST SHARING MEMO OF UNDERSTANDING  
BETWEEN  
THE CITY OF MILWAUKEE  
AND THE VILLAGE OF WHITEFISH BAY**

DATE: March 14, 2024

ROADWAY(s): Wilson Dr. Road Resurface

LIMITS: Southern limits of Whitefish Bay on Wilson Drive to Hampton Road

This COST SHARING MEMO OF UNDERSTANDING is made and entered into by the City of Milwaukee and the Village of Whitefish Bay.

The contents of this COST SHARING MEMO OF UNDERSTANDING will address cost sharing for all phases of the subject project including but not limited to preliminary and construction, engineering, and resurfacing the roadways as necessary. The City of Milwaukee and the Village of Whitefish Bay will budget funds for these improvements and projects.

The Village of Whitefish Bay, through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee to participate in the improvements hereinafter described.

**NEEDS AND ESTIMATE SUMMARY:**

**Proposed Improvement – Nature of work and Estimated Cost Summary**

The projects are identified and described as project 2024 Whitefish Bay Roadway Rehabilitation Project plan prepared by Clark Dietz, Inc, engineering firm at the request of the Village of Whitefish Bay. Those projects are described in Appendix A of the Clark Dietz Proposal and such descriptions are attached hereto for reference.

The cost in estimated form, and cost sharing apportionment as between the parties is as set forth on Appendix B of the afore-referenced proposal, also attached hereto for reference. Additional terms and conditions are attached hereto and incorporated herein.

**Estimated Cost Summary\***

Estimated Improvement work:            \$13,821.25 (partial depth joint/crack repair and epoxy markings)

1) The City of Milwaukee will pay its share of the construction costs for the subject project within 60 days of being billed by the Village of Whitefish Bay. The Village of Whitefish Bay will bill the City of Milwaukee as the project progresses and supply Milwaukee with any background information to support the billing.

2) If the City objects to any portion of the bills submitted by the Village of Whitefish Bay, the City of Milwaukee shall notify the Village of Whitefish Bay in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of the bill.

- 3) Each Community may include Non-participating items in the project that they deem necessary and these Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality.
- 4) The Village of Whitefish Bay agrees to consult and seek concurrence with the City of Milwaukee regarding any field change orders that would result in additional construction costs in excess of 10% after the project has been awarded.
- 5) Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as detailed in the Cost Summary.
- 6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and the Village of Whitefish Bay and will be paid by the municipality in which the additional or unforeseen item occurs.

This Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such a Memo of Understanding for the City of Milwaukee and upon acceptance by the Village of Whitefish Bay shall constitute an Memo of Understanding between the two Municipalities.

**Signed for and on behalf of City of Milwaukee:**

\_\_\_\_\_  
Signature \_\_\_\_\_ Commissioner of Public Works \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

**Approved by the Village of Whitefish Bay**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Position \_\_\_\_\_

**TERMS AND CONDITIONS**

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.

2. The City of Milwaukee will pay to the Village of Whitefish Bay as constructed quantities as outlined and listed in the Estimated Cost Summary and Cost Sharing Appendix A and Appendix B as set forth in the Clark Dietz Proposal.
3. Each Municipality shall ensure that all necessary funding of each project phase (roadway construction, and construction engineering) is in place for their portion of the project costs. The City of Milwaukee financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:
  - a. All construction costs including change orders (Per Estimated Cost Summary).
4. Work necessary to complete the improvement to be financed entirely by the Municipality (or responsible party) where the work lies includes, but may not be limited to, the following items:
  - a. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
  - b. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, pipelines, and similar utilities.
5. If the City of Milwaukee shall withdraw from the projects, it shall reimburse the Village of Whitefish Bay its proportionate share of all costs incurred by the Village of Whitefish Bay as of the date of withdrawal.
6. The work will be administered by the Village of Whitefish Bay or its designee(s). The Village of Whitefish Bay shall notify the City of Milwaukee of any design or construction changes that may occur during the process in excess of 10% of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Milwaukee.
7. The respective municipalities will at their own expense:
  - a. Maintain all portions that lie within its boundaries.
  - b. Assume general responsibility of all public information to its residents.

(End of Document)

## Appendix B

Partial depth joint/crack repairs on concrete, remove and replace full panel concrete (8-inch thickness).	
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2024 Whitefish Bay Roadway Rehabilitation Project ESTIMATE - OPTION 2						
No.	Description	Unit	Quantity	Unit Price	Total Price	
204-0100	Removal Concrete (8" Concrete & Base)	SY	710	\$ 25.00	\$ 17,750.00	
204-0120B	Removing Surface Milling (2-inch)	SY	10120	\$ 4.00	\$ 40,480.00	
204-0120C	Concrete Pavement HES 8-inch (Includes Base)	SY	470	\$ 6.00	\$ 2,820.00	
415-1080	HMA Pavement 4 LT 58-28.5	TON	710	\$ 90.00	\$ 63,900.00	
460-6224	Traffic Control & Protection	LS	1	\$ 15,000.00	\$ 15,000.00	
643-5000	Pavement Marking - Epoxy 4 inch - Yellow	LF	7675	\$ 1.25	\$ 9,593.75	
646-1020.1	Pavement Marking - Epoxy 6 inch - White	LF	5586	\$ 1.25	\$ 6,982.50	
646-1020.0	Lane Turn Marking - Epoxy 6 inch - Yellow	LF	142	\$ 8.50	\$ 1,207.00	
646-6120	Marking Stop Line Epoxy 18-inch - White	LF	60	\$ 13.75	\$ 825.00	
646-7005	Marking Diagonal Epoxy 6-inch - Yellow	LF	101	\$ 8.50	\$ 858.50	
646-7520	Marking Crosswalk Epoxy Ladder Pattern 74-inch - White	LF	113	\$ 16.25	\$ 1,836.25	
646-820.1	Marking Arrow Epoxy - Straight Arrow	EA	14	\$ 280.00	\$ 3,920.00	
646-820.2	Pavement Marking Symbol Epoxy - Left Turn Arrow	EA	2	\$ 280.00	\$ 560.00	
646-8220.1	Pavement Marking Symbol Epoxy - Bike	EA	14	\$ 400.00	\$ 5,600.00	
SPV-0090.01	Partial Depth Joint/Crack Repair	LF	600	\$ 40.00	\$ 24,000.00	
SPV-0090.02	Concrete Curb and Gutter R&R	LF	110	\$ 60.00	\$ 6,600.00	
SPV-0195.01	Unclassified Excavation and Backfill	CF	48	\$ 100.00	\$ 4,750.00	
	<b>TOTAL</b>		<b>\$ 320,933.00</b>			
	<b>GLEN &amp; DANBURY SUBTRACTED</b>		<b>\$ 295,013.00</b>			
	<b>MIKE WILSON SUBTRACTED</b>		<b>\$ 281,191.75</b>			

N OAKLAND AVE						
No.	Description	Unit	Quantity	Unit Price	Total Price	
204-0100	Removal Concrete (8" Concrete & Base)	SY	440	\$ 11,000.00	\$ -	
204-0120B	Removing Surface Milling (2-inch)	SY	7700	\$ 30,800.00	\$ -	
415-1080	Concrete Pavement HES 8-inch (Includes Base)	SY	440	\$ 39,600.00	\$ -	
460-6224	HMA Pavement 4 LT 58-28.5	TON	900	\$ 72,000.00	\$ -	
643-5000	Traffic Control & Protection	LS	60	\$ 750.00	\$ 45,000.00	
646-1020.1	Pavement Marking - Epoxy 4 inch - Yellow	LF	3113.00	\$ 3,891.25	\$ 12,000.00	
646-1020.0	Pavement Marking - Epoxy 6 inch - White	LF	3306.00	\$ 4,132.50	\$ 13,600.00	
646-7420	Lane Turn Marking - Epoxy 6 inch - White	LF	142.00	\$ 1,207.00	\$ 170.00	
646-6120	Marking Stop Line Epoxy 18-inch - White	LF	29.00	\$ 398.75	\$ 11.00	
646-7005	Marking Diagonal Epoxy 6-inch - Yellow	LF	101.00	\$ 858.50	\$ 87.50	
646-7520	Marking Arrow Epoxy Ladder Pattern 24-inch - White	LF	40.00	\$ 650.00	\$ 26.00	
646-820.1	Marking Arrow Epoxy - Straight Arrow	EA	8.00	\$ 2,240.00	\$ 18.00	
646-820.2	Pavement Marking Symbol Epoxy - Left Turn Arrow	EA	2.00	\$ 560.00	\$ 1.00	
646-8220.1	Pavement Marking Symbol Epoxy - Bike	EA	8.00	\$ 3,200.00	\$ 40.00	
SPV-0090.01	Partial Depth Joint/Crack Repair	LF	300	\$ 12,000.00	\$ 3,600.00	
SPV-0090.02	Concrete Curb and Gutter R&R	LF	110	\$ 6,600.00	\$ 660.00	
SPV-0195.01	Unclassified Excavation and Backfill	CF	24	\$ 2,400.00	\$ 57.60	
	<b>TOTAL</b>		<b>\$ 138,225.00</b>		<b>\$ 2,350.00</b>	
	<b>TOTAL</b>		<b>\$ 259,200.00</b>		<b>\$ 24,000.00</b>	
	<b>TOTAL</b>		<b>\$ 36,542.50</b>		<b>\$ 3,250.00</b>	
	<b>TOTAL</b>		<b>\$ 32,550.00</b>		<b>\$ 3,250.00</b>	
	<b>TOTAL</b>		<b>\$ 11,573.75</b>		<b>\$ 3,250.00</b>	

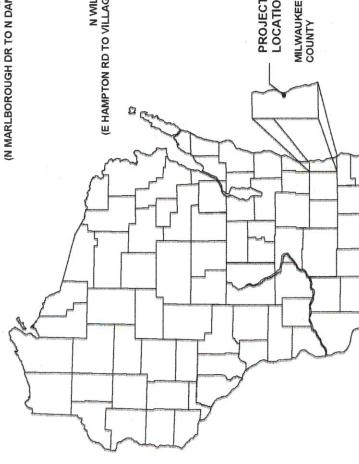
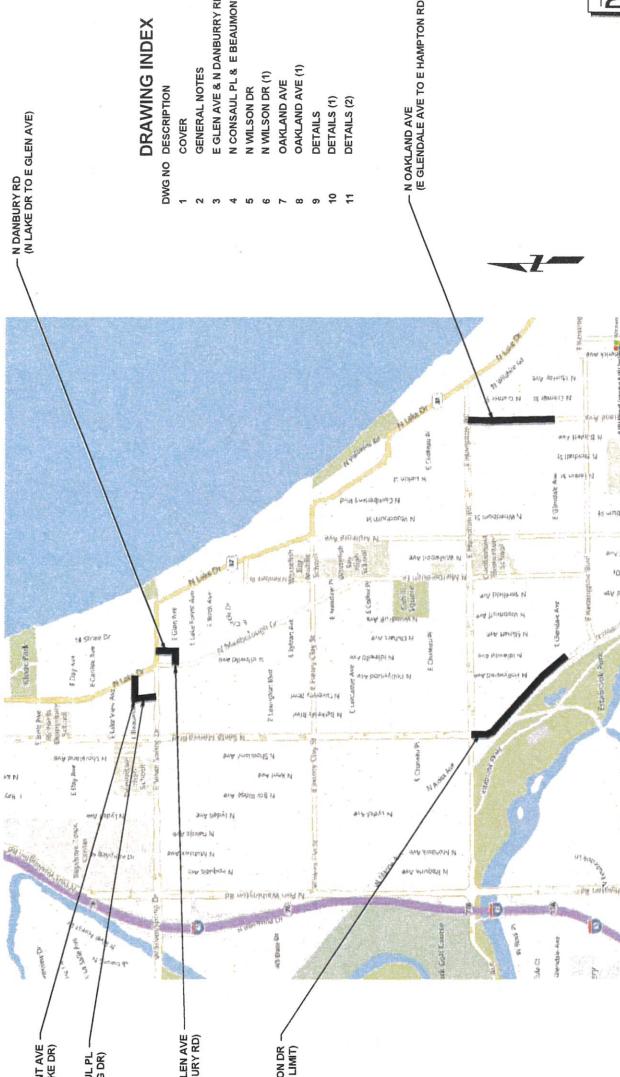
## Appendix A

# VILLAGE OF WHITEFISH BAY

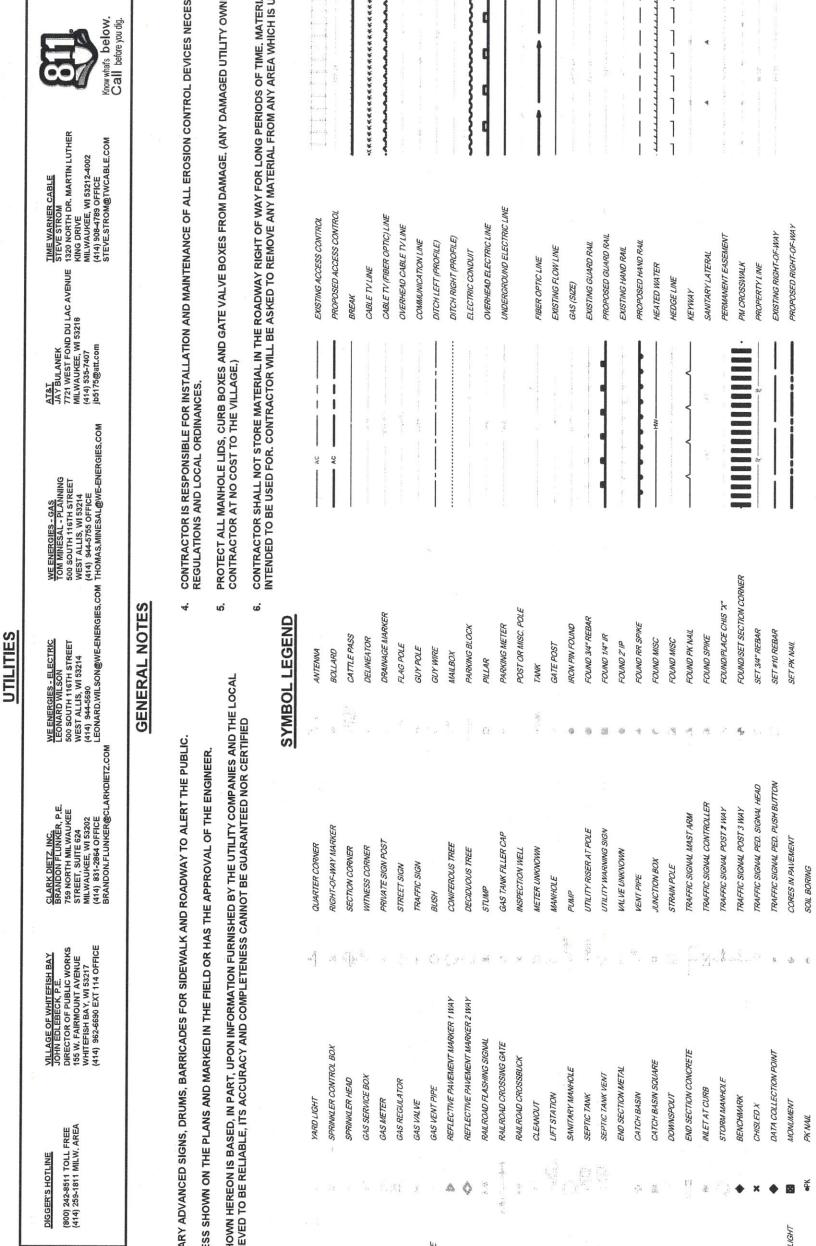
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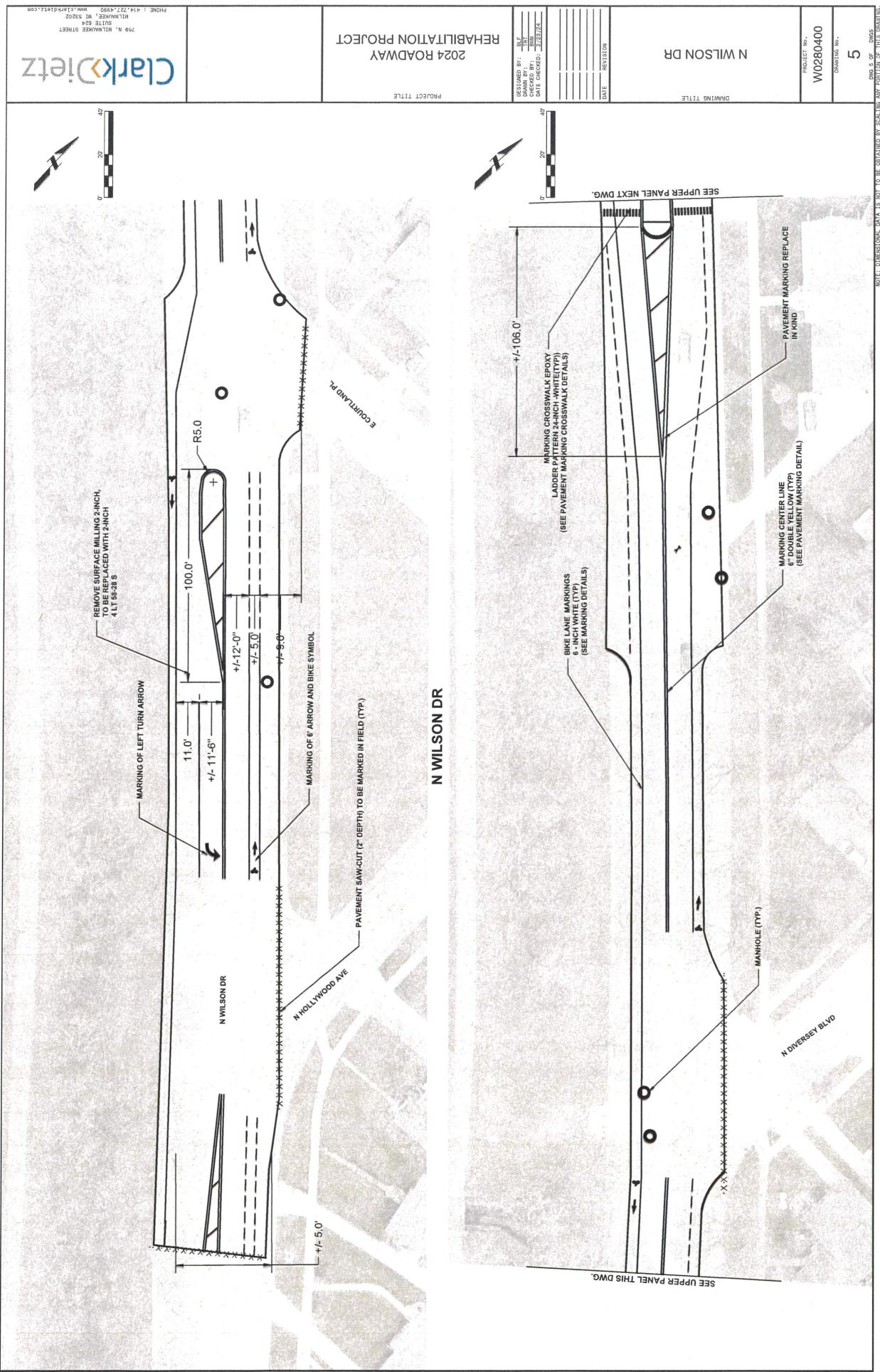
# 2024 ROADWAY REHABILITATION PROJECT

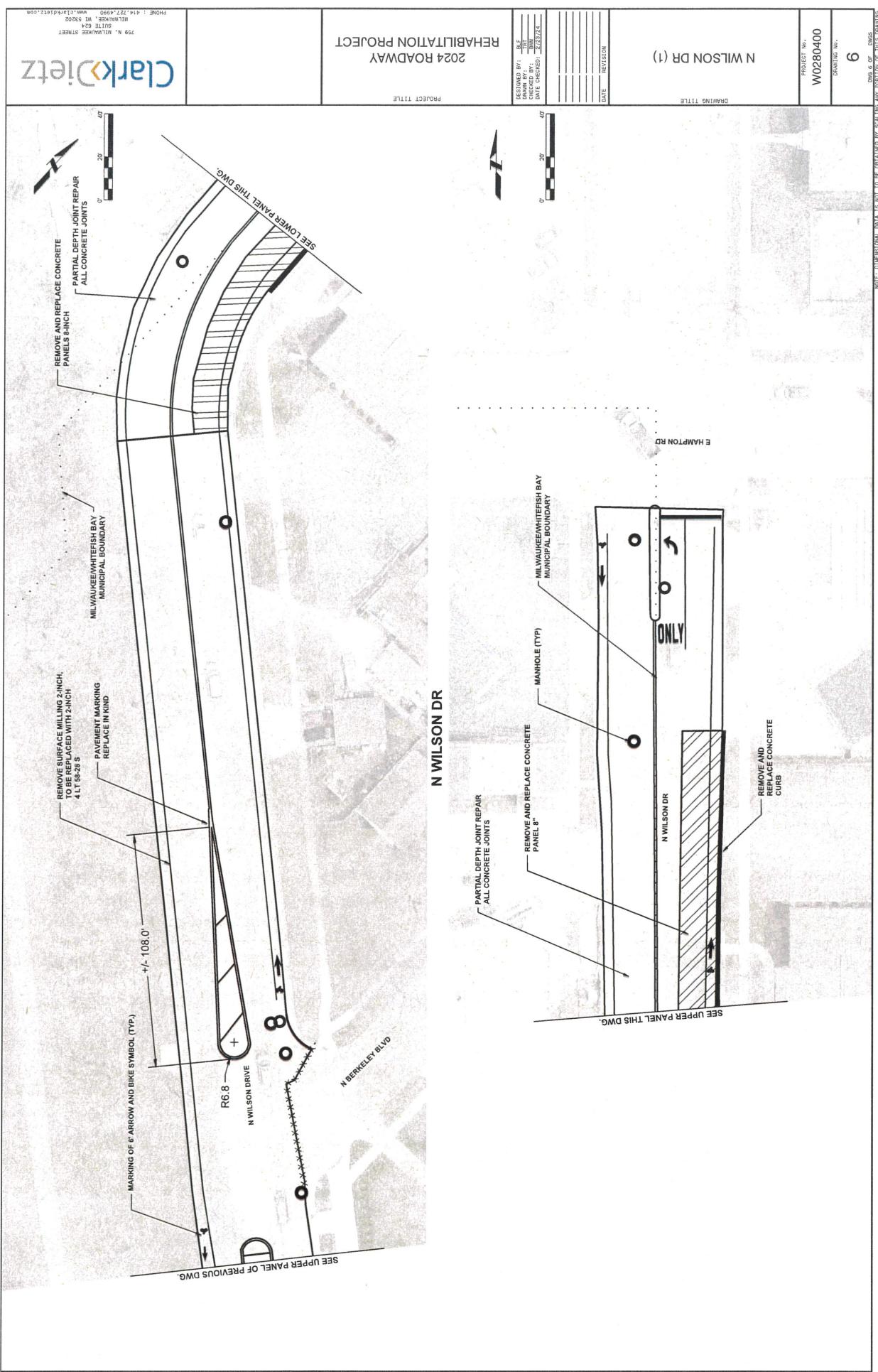
MILWAUKEE COUNTY, WISCONSIN

Clarke Dietz		REHABILITATION PROJECT		PROJECT TITLE	
759 N. MILWAUKEE STREET MILWAUKEE, WI 53202 PHONE: 414.777.6990 www.ClarkeDietz.com		2024 ROADWAY		COVER	
PROJECT NO.		DRAWING NO.		PROJECT NO.	
W0280400		W0280400		W0280400	
1		1		1	
NOTE: DIMENSIONAL DATA IS NOT TO BE OBSERVED BY SCALING ANY PORTION OF THIS DRAWING.		NOTE: DIMENSIONAL DATA IS NOT TO BE OBSERVED BY SCALING ANY PORTION OF THIS DRAWING.		NOTE: DIMENSIONAL DATA IS NOT TO BE OBSERVED BY SCALING ANY PORTION OF THIS DRAWING.	
					
					
<p><b>DIGGERS HOTLINE</b> Toll Free 800-942-8511 Milwaukee Area 414-777-1181 Heating, Inc. and TMC Office 414-542-2299 <a href="http://www.DiggersHotline.com">www.DiggersHotline.com</a> NO STAKEOUTS OR TRENCHES REQUIRES MIN. OF 9 WORK DAYS NOTICE BEFORE YOU EXCAVATE. Call before you dig.</p>					
<p><b>GENERAL LOCATION MAP</b></p>					
<p><b>PROJECT LOCATION MAP</b></p>					
<p><b>COVER</b></p>					
<p>DESIGNED BY: <u>MF</u> CHECKED BY: <u>BN</u> DATE CHECKED: <u>2/23/24</u></p>					
<p>DATE: <u>REVISION:</u> <u>DATE:</u></p>					

## QUANTITIES

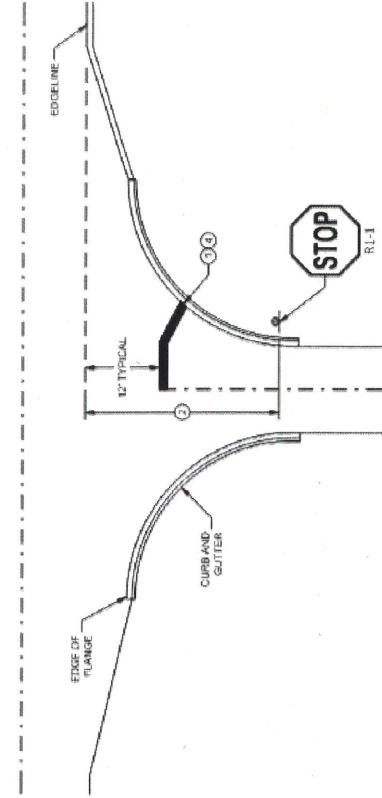
 <p><b>REHABILITATION PROJECT</b></p> <p><b>2024 ROADWAY</b></p> <p>PROJECT TITLE</p>		<p>795 N. MILWAUKEE ST. MILWAUKEE, WI 53202 PHONE : 414.737.6990 FAX : 414.737.6991 WEBSITE : www.claredietz.com</p>	
<p><b>UTILITIES</b></p>		<p>WE Energies, Inc. DIRECTOR OF PUBLIC WORKS 1000 N. MILWAUKEE ST. MILWAUKEE, WI 53202 (414) 962-4550 ext 114 OFFICE BRANDON.FLUNIGER@WEENERGIES.COM</p> <p>WE Energies, Inc. GENERAL SERVICES 501 SOUTH 11TH STREET WEST ALLIS, WI 53214 LEONARD.WILSON@WEENERGIES.COM</p> <p>WE Energies, Inc. GENERAL SERVICES 721 WEST DULAC AVENUE MILWAUKEE, WI 53218 (414) 298-7798 OFFICE STEVE.STROM@WEENERGIES.COM</p> <p>WE Energies, Inc. GENERAL SERVICES 1320 NORTH DR. MARTIN LUTHER KING DRIVE MILWAUKEE, WI 53218 (414) 298-7798 OFFICE JOSEPH.JOHNSON@WEENERGIES.COM</p>	
<p><b>GENERAL NOTES</b></p>		<p>1. TRAFFIC CONTROL SHALL INCLUDE ALL NECESSARY ADVANCED SIGNS, DRUMS, BARRICADES FOR SIDEWALK AND ROADWAY TO ALERT THE PUBLIC.</p> <p>2. NO TREES OR SHRUBS SHALL BE REMOVED UNLESS SHOWN ON THE PLANS AND MARKED IN THE FIELD OR HAS THE APPROVAL OF THE ENGINEER.</p> <p>3. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED IN PART, UPON INFORMATION FURNISHED BY THE UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED.</p> <p>4. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL DEVICES NECESSARY TO COMPLY WITH WISCONSIN DNR REGULATIONS AND LOCAL ORDINANCES.</p> <p>5. PROTECT ALL MANHOLE LIDS, CURB BOXES AND GATE VALVE BOXES FROM DAMAGE. (ANY DAMAGED UTILITY OWNED BY VILLAGE SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE VILLAGE.)</p> <p>6. CONTRACTOR SHALL NOT STORE MATERIAL IN THE ROADWAY RIGHT OF WAY FOR LONG PERIODS OF TIME. MATERIAL SHALL ONLY BE STORED ON THE ROAD IT IS INTENDED TO BE USED FOR. CONTRACTOR WILL BE ASKED TO REMOVE ANY MATERIAL FROM ANY AREA WHICH IS USED FOR LONG TERM STORAGE.</p>	
<p><b>SYMBOL LEGEND</b></p>			
<p>DRAWING TITLE</p>		<p>DESIGNED BY : BLF DRAWN BY : RY DATE CHECKED : 2/23/23</p>	
<p>PROJECT No.</p>		<p>W028400</p>	
<p>Drawing No.</p>		<p>2</p>	
		<p>NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALE. USE ANY PORTION OF THIS DRAWING.</p>	



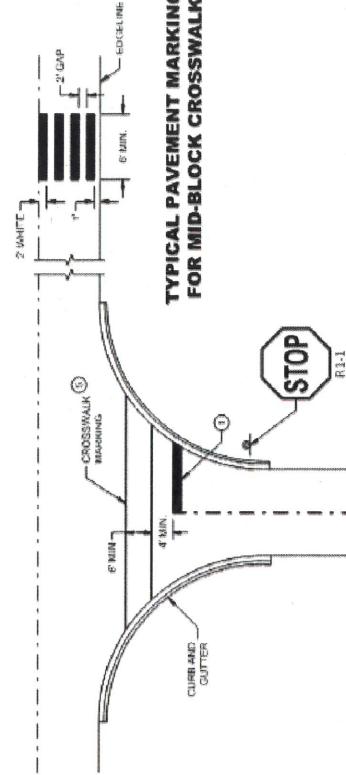


**GENERAL NOTES**

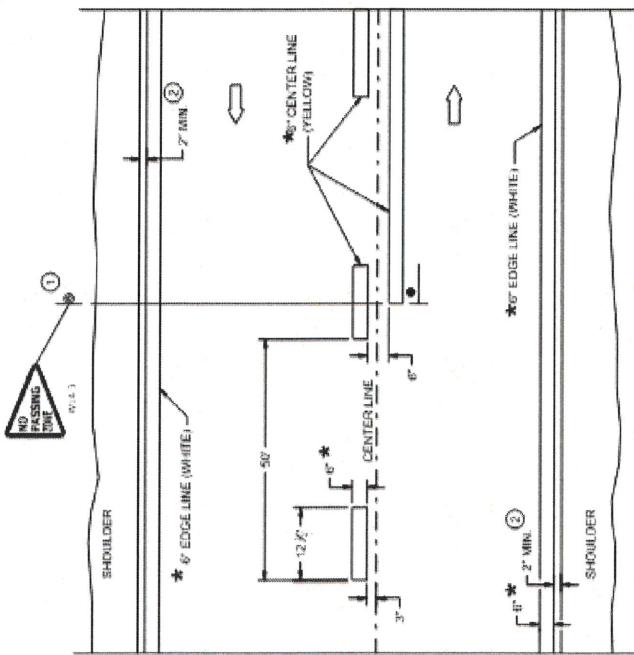
- STOP SIGN SHALL BE PLACED A MINIMUM OF 8 FEET TO A MAXIMUM OF 50 FEET FROM THE EDGE LINE LOCATION.  
 ① 18-INCH STOP LINES MAY BE DELETED OR ADDED BY THE REGION MARKING ENGINEER BASED ON VISIBILITY AND SIGHT LINES.  
 ② NO STOP LINE IS REQUIRED IF STOP SIGN IS LESS THAN OR EQUAL TO 40 FEET FROM THE EDGE LINE.  
 ③ NO STOP LINE IS REQUIRED IF STOP SIGN IS LESS THAN OR EQUAL TO 30 FEET FROM THE FLANGE LINE EXTENSION.  
 ④ MOVE CLOSER TO THE EDGE OF TRAVEL LINE AS NEEDED FOR VISIBILITY AND SIGHT LINES AND CLOSER THAN 4 FEET.  
 ⑤ LADDER EAR CROSSWALKS SHOULD ONLY BE USED FOR MID-BLOCK CROSSINGS. USE 2'-6" TRANSVERSE LINES INSTEAD.



**TYPICAL STOP LINE PAVEMENT MARKING  
WITH CURB AND GUTTER**



**TYPICAL PAVEMENT MARKING  
FOR MID-BLOCK CROSSWALK**



**TWO WAY TRAFFIC**

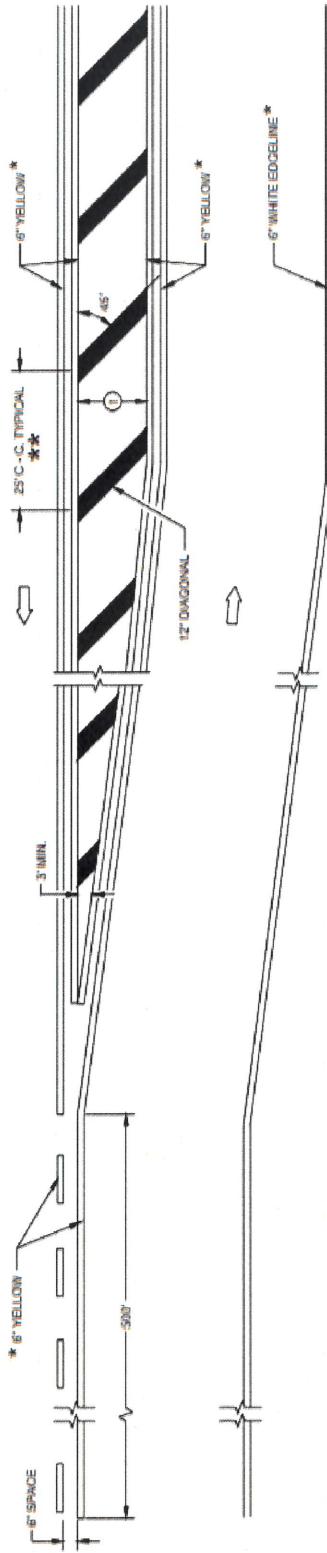
**GENERAL NOTES**

① DIAGONALS ARE OPTIONAL WHEN PAINTED ISLAND IS LESS THAN 6 FEET AT THE WIDEST POINT. OMIT DIAGONALS IF WIDTH IS LESS THAN 4 FEET.

→ DIRECTION OF TRAVEL

SPEED LIMIT	L
<35 MPH	5'
35+ MPH	50'

\*\* WHEN THE PAINTED MEDIAN LENGTH IS LESS THAN 50 FEET THE SPACING IS 10'



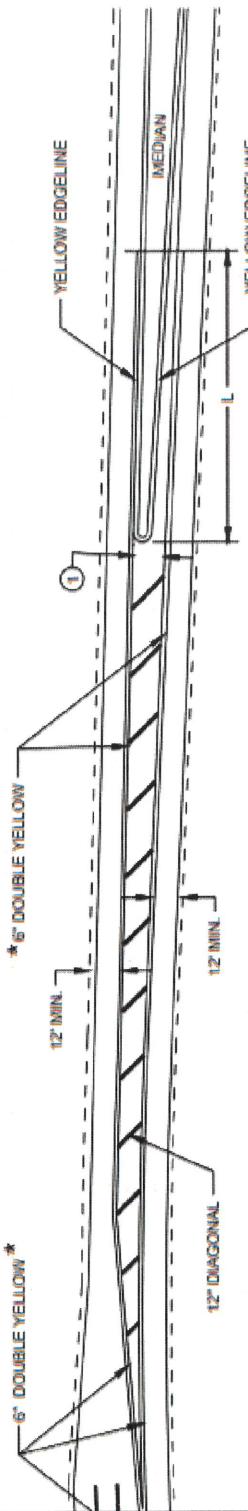
**MEDIAN ISLAND DETAIL**

REHABILITATION PROJECT  
2024 ROADWAY

PROJECT TITLE

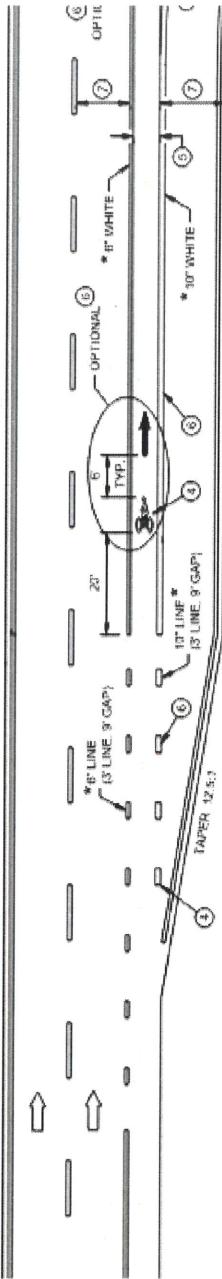
DESIGNED BY : BLT  
DRAWN BY : BLT  
CHECKED BY : BLT  
DATE CHECKED: 2/23/24

DETAILS (1)  
DRAWING TITLE  
PROJECT No.: W0280400  
DRAWING No.: 10  
DATE TO OF THIS DRAWING



**APPROACH MARKINGS FOR OTHER MEDIAN TYPES**

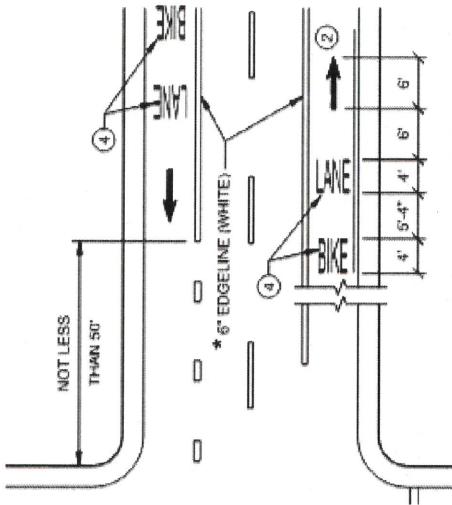
NOTE: DIMENSION DATA IS NOT TO BE DEPENDENT BY SCALING ANY PORTION OF THIS DRAWING.



**BIKE LANE - FOR 2-LANE ROADWAYS AND 4-LANE DIVIDED ROADWAYS  
(4-LANE DIVIDED WITH RIGHT TURN LANE SHOWN)**

### GENERAL NOTES

- ① DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.
- ② MINIMUM OF ONE PER BLOCK. MAXIMUM OF 250 FEET.
- ③ DOTTED LINES (3' LINE, 9' GAP) SHOULD BE USED 90 FEET TO 200 FEET IN ADVANCE OF AN INTERSECTION WHERE THERE IS NO RIGHT TURN ONLY LANE AND THERE IS HEAVY RIGHT TURN TRAFFIC OR THERE IS A NEAR SIDE BUS STOP. AT OTHER INTERSECTIONS WHERE RIGHT TURN TRAFFIC IS LIGHT TO MODERATE, A SOLID LINE CAN BE USED UP TO THE INTERSECTION.
- ④ BIKE SYMBOLS OR WORDS MAY BE USED.
- ⑤ BIKE ACCOMMODATION IS TYPICAL 5 FEET WIDE AND MINIMUM OF 4 FEET FROM A LONGITUDINAL JOINT. USE 5 FEET AT 245 MPH.
- ⑥ OMIT THESE MARKINGS FOR WIDER TURN LANE APPLICATIONS (MINIMUM OF 15 FOOT WIDE TURN LANE).
- ⑦ REFER TO CONTRACT PLANS FOR LANE WIDTH.



DIRECTION OF TRAVEL



DRAWING TITLE  
DETAILS (2)

PROJECT No.  
W0280400

11

DRAWING No.  
D11

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCAFFOLDING ANY PORTION OF THIS DRAWING.