

PROJECT I.D. 2025-11-01, 71
WEST CAPITOL DRIVE (STH 190)
NORTH MAYFAIR ROAD TO
NORTH 84TH STREET &
BRIDGE (2025-16-00, 70) OVER A BRANCH
OF THE MENOMONEE RIVER

**COST SHARING AGREEMENT
BETWEEN
THE CITY OF MILWAUKEE AND THE CITY OF WAUWATOSA**

1. The City of Wauwatosa will pay its estimated share of the preliminary engineering costs, defined as all engineering work performed prior to the actual commencement of construction, for the subject project at the written request of the City of Milwaukee, which as the lead agency in the billing process, will review the State Invoices, prepared and distributed by the Wisconsin Department of Transportation (WISDOT), and bill the City of Wauwatosa based on such requests for payment from WISDOT, as the project progresses. Each community's share is calculated as the ratio of the roadway area (curb face to curb face) within each community over the total roadway area (curb face to curb face) using current municipal boundaries. Using this method the City of Wauwatosa's share for Project ID 2025-11-01 is presently calculated as 15 percent and the City of Milwaukee's share is 85 percent. For Project ID 2025-16-00 (bridge) the City of Wauwatosa's share is 50 percent and the City of Milwaukee's share is 50 percent.
2. The final preliminary engineering costs for each municipality will be calculated by prorating the actual preliminary engineering expenditures using the final construction costs within each municipality as the percentage of proration. If the City of Wauwatosa's final actual share is less than the paid amount to-date, the difference will be refunded to the City of Wauwatosa; if the City of Wauwatosa's final actual share is greater than the amount paid to-date, the City of Wauwatosa will be billed the balance of their share.
3. The City of Wauwatosa will pay its share of construction costs, including 100% of costs of storm sewer main, and multi-use path costs not covered by the State, for the subject project at the written request of the City of Milwaukee, who, as the lead agency in the billing process, will review the State Invoices, prepared by WISDOT, and bill the City of Wauwatosa accordingly as the project progresses. The estimated share of construction cost participation, for the local share, based on parking permitted in the City of Wauwatosa is 0 percent. An actual percentage will be calculated when final costs are received from WISDOT. Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared with the state, will be paid for, in full, by the respective municipality. All costs associated with any water main alteration required to construct retaining walls adjacent to the multi-use path, including City of Milwaukee costs, will be paid for in full by the City of Wauwatosa.
4. The final roadway construction costs for each municipality will be determined based on actual measured quantities within each respective municipality and the prorating of the

lump sum items, as applicable. Final project costs will also include construction engineering and WISDOT delivery costs.

5. The City of Milwaukee agrees to consult with and seek concurrence with the City of Wauwatosa during the project design process and plan preparation for the improvement, and for any field change orders that would result in additional construction costs after the project has been awarded.
6. Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as the percentage of proration.
7. If the City of Wauwatosa's actual share for the roadway construction and construction engineering is less than the deposited amount, the difference will be refunded to the City of Wauwatosa, if the City of Wauwatosa's share is greater than the deposited amount, the City of Wauwatosa will be billed the balance of its share.
8. Cost sharing for maintenance of roadway related drainage items (mainline sewer, laterals, and other appurtenances) will be subject to a separate agreement to be determined and entered into upon a mutually agreeable design, if applicable.
9. Cost sharing for maintenance of street lighting items, traffic signalization work items, and roadway maintenance will be subject to separate agreements to be determined and entered into upon a mutually agreeable design, as necessary.
10. The costs of any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs.

Accepted by:

CITY OF MILWAUKEE

CITY OF WAUWATOSA

Ghassan Kuhn
Commissioner of Public Works

Signatures on
Following Page

10/25/12
Date


Date

Deputy
Comptroller
10/26/12
Date


Date

CITY OF WAUWATOSA

Approved as to form:

 10/3/12
Alan Kesner, City Attorney (Date)

By:  10/3/12
Kathy Erley, Mayor (Date)

10-5-12

Carla A. Ledesma, City Clerk (Date)

 10/5/12
John Ruggini, Finance Director (Date)

By Budget & Finance Committee

RESOLUTION R-12-164

RESOLUTION

WHEREAS, the City of Wauwatosa and the City of Milwaukee worked together to address local costs associated with the Wisconsin DOT project to repair W. Capitol Drive between 84th Street and Highway 100; and

WHEREAS, the City of Wauwatosa's estimated share of local costs on this project is approximately \$200,000.00; and

WHEREAS, it is anticipated that the funds for this local share will be included in the 2013 Capital Improvements budget;

NOW, THEREFORE, BE IT RESOLVED THAT the appropriate City officials are hereby authorized to enter into a Cost Share Agreement with the City of Milwaukee for Project ID #2025-11-01 regarding local costs associated with the repair of W. Capitol Drive between 84th Street and Highway 100, a project which encompasses both the City of Milwaukee and the City of Wauwatosa.

Action of the Common Council

Passed and dated SEP 18 2012

Carla A. Pedesma
City Clerk

Approved SEP 19 2012
Sheela Fleeg
Mayor