

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND DEER DISTRICT LLC**

DATE: September 25, 2025

STREET: North Vel R. Phillips Avenue between West State Street and West Highland Avenue

This COST SHARING MEMO OF UNDERSTANDING is made and entered into and by the City of Milwaukee and Deer District LLC ("Deer District").

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 reconstructing the sidewalk, curb and gutter, as necessary.

Deer District has a permitted new development on N. Vel R. Phillips Ave. between W. State St. and W. Highland Ave., and a portion of the sidewalk will be replaced as part of that development. The City of Milwaukee has determined mutual benefit in participating in construction to address portions of the sidewalk, curb and gutter that are in poor condition adjacent to this new development with the City of Milwaukee Right of Way.

Deer District 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:

Existing Facility – Describe and give reason for request:

The existing sidewalk, curb and gutter is in need of reconstruction.

Proposed Improvement – Nature of work:

The sidewalk, curb and gutter will be reconstructed with concrete to match existing and proposed grades.

Estimated Cost Summary

Estimated cost of construction:	\$ 105,000
+15% Contingencies =	\$ 15,750

City of Milwaukee estimated total cost with contingencies = \$120,750

1) The City of Milwaukee will be sent an invoice for the quantities of work performed in the Right of Way, outside the development limits, sometime after construction completion. The City of Milwaukee will pay its share within 60 days of being billed by Deer District. Deer District will bill the City of Milwaukee as the project progresses and supply the City of Milwaukee with any background information to support the billing.

2) The engineering costs for City of Milwaukee staff involvement and oversight will be paid by the City of Milwaukee. The engineering, oversight and labor costs for Deer District is included

in the construction design/build proposal, Exhibit A. The total cost of such services is not otherwise shown in this agreement, and each party will absorb the entirety of such costs associated with their staff time.

3) If the City of Milwaukee objects to any portion of the invoice submitted by Deer District, the City of Milwaukee shall notify Deer District in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of the bill.

4) Each Party 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 party undertaking such work and not cost-shared, will be paid for, in full, by the respective party.

5) Deer District 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 construction has begun.

6) The costs of any additional or unforeseen items not covered in the above shall be negotiated and agreed upon by Deer District and the City of Milwaukee prior to work proceeding.

This COST SHARING 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 COST SHARING MEMO OF UNDERSTANDING for the City of Milwaukee and upon acceptance by Deer District shall constitute an COST SHARING MEMO OF UNDERSTANDING between the two parties.

Signed for and on behalf of City of Milwaukee:

_____	<u>Commissioner of Public Works</u>	_____
Signature	Title	Date
Jerrold Kruschke, PE		

Approved by Deer District:

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.
1. Subject to Section 5 of this COST SHARING MEMO OF UNDERSTANDING, Deer District will pay to the contractor, and the City of Milwaukee will reimburse Deer District for its share of, such project related costs as outlined and listed in the Estimated Cost Summary in the Cost Sharing COST SHARING MEMO OF UNDERSTANDING.
2. Each Party shall ensure that all necessary funding of each project phase (design, utility coordination, 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. Construction coordination and oversight
 - b. Sidewalk, curb and gutter construction including grading and base as necessary to pitch for proper drainage and meet ADA standards
 - c. All construction costs including change orders (Per Estimated Cost Summary)
 - d. Signing and pavement marking, including detour routes, if applicable
4. Work necessary to complete the improvement to be financed entirely by the Party (or responsible party) where the work lies includes, but may not be limited to, the following items:
 - a. 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.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
5. If Deer District should withdraw from the project, it will reimburse the City of Milwaukee its proportionate share of all costs incurred by the City of Milwaukee as of the date of withdrawal.
6. The work will be administered by Deer District or its designee(s). Deer District shall notify the City of Milwaukee any 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 Parties will at their own expense:
 - a. Maintain all portions that lie within its boundaries.
 - b. Assume general responsibility of all public information to their own stakeholders.

(End of Document)