

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITIES OF GREENFIELD, ST. FRANCIS, AND WEST ALLIS**

DATE: February 28, 2024

PROJECT: South Powerline Trail Planning Study

LIMITS: Hale I/C to HAST and Pondview Park to Lake Michigan

This Memo of Understanding is made and entered into and by the City of Milwaukee and the City of Greenfield, City of St. Francis, and City of West Allis (the "Cities").

The contents of this Cost Sharing Memo of Understanding will address cost sharing for the planning of the subject project.

The City of Milwaukee has budgeted funds for the subject project, and received a Transportation Alternatives Program (TAP) grant from the Wisconsin Department of Transportation (WisDOT). WisDOT Project ID 2984-35-02. The subject project is scheduled to commence in the spring of 2024 for planning between July 2024 and June 2025.

The City of Milwaukee through its undersigned duly authorized officers or officials, hereby requests the City of Greenfield, City of St. Francis, and City of West Allis to participate in the project hereinafter described.

NEEDS AND ESTIMATE SUMMARY:

This planning project will examine two WE Energies powerline corridors extending from the current Greenfield Powerline Trail for their potential as shared-use trails. The study will involve community engagement, analyzing safety, terrain, real estate, maintenance, determining routes for on-street connections, and other challenges. This study will lay the groundwork for future trail construction so that subsequent projects will be more informed when requesting funding and will be shovel-ready if funding is received.

The estimated costs and funding are summarized as follows.

	Total (100%)	Milwaukee (57%)	Greenfield (8%)	St. Francis (20%)	West Allis (15%)
Planning	\$ 250,000	\$ 142,500	\$ 20,000	\$ 50,000	\$ 37,5000
WisDOT TAP Funding 2984- 35-02	\$ (200,000)	\$ (114,000)	\$ (16,000)	\$ (40,000)	\$ (30,000)
Local Share	\$ 50,000	\$ 28,500	\$ 4,000	\$ 10,000	\$ 7,500

- 1) Consultant costs will be reviewed prior to contract award by the City of Milwaukee.
- 2) The City of Greenfield, City of St. Francis, and City of West Allis will pay its share of the planning study costs for the subject project within 60 days of being billed by the City of

Milwaukee. The City of Milwaukee will bill the Cities as the project progresses and supply the Cities with any background information to support the billing.

3) The consultant services costs for each municipality will be calculated by prorating the actual consultant services expenditures. Each community's share for consulting services is calculated as detailed in the Cost Summary above.

4) If the City of Greenfield, City of St. Francis, or City of West Allis object to any portion of the bills submitted by the City of Milwaukee, the subject City shall notify the City of Milwaukee in writing within twenty days of the invoice's receipt. The subject City will pay any undisputed portions of a bill.

5) 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.

6) The City of Milwaukee agrees to consult and seek concurrence with the City of Greenfield, City of St. Francis, and City of West Allis regarding any change orders that would result in additional costs after the project has been awarded.

7) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee, City of Greenfield, City of St. Francis, and City of West Allis.

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 an Memo of Understanding for the City of Greenfield and upon acceptance by the City of Milwaukee shall constitute an Memo of Understanding between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

_____	<u>City Engineer</u>	_____
Signature	Title	Date
<u>Kevin J. Muhs, PE, AICP</u>		
Name		

Signed for and on behalf of City of Greenfield:

_____	<u>Mayor</u>	_____
Signature	Title	Date
<u>Michael J. Neitzke</u>		
Name		

_____ Signature	<u>Comptroller</u> Title	_____ Date
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Paula Schafer
Name

_____ Signature	<u>City Clerk</u> Title	_____ Date
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Jennifer Goergen
Name

_____ Signature	<u>City Attorney (as to form)</u> Title	_____ Date
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Name

Signed for and on behalf of City of St. Francis:

_____ Signature	<u>Mayor</u> Title	_____ Date
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Ken Tutaj
Name

_____ Signature	<u>City Administrator</u> Title	_____ Date
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Mark Johnsrud
Name

Signed for and on behalf of the City of West Allis:

_____ Signature	<u>Mayor</u> Title	_____ Date
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Dan Devine
Name

_____ Signature	<u>City Administrator</u> Title	_____ Date
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Rebecca Grill
Name

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.
2. Subject to Section 5 of this Memo of Understanding, the City of Greenfield, City of St. Francis, and City of West Allis will pay to the City of Milwaukee such project related costs as outlined and listed in the Estimated Cost Summary itemized in the Cost Sharing Memo of Understanding.
3. Each Municipality shall ensure that all necessary funding is in place for their portion of project costs.
4. The work will be administered by the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the City of Greenfield, City of St. Francis, and City of West Allis of any changes that may occur during the process in excess of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Greenfield, City of St. Francis, and City of West Allis.
5. The respective municipalities will assume general responsibility of all public information to its residents at their own expense.

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