

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD**

DATE: March 6, 2025

ROADWAY(S) AND LIMITS:

W. Cold Spring Road – S. 51st Street to S. 68th Street

This Memo of Understanding is made and entered into and by the City of Milwaukee and the City of Greenfield.

The contents of this Memo of Understanding will address cost sharing for the design and construction phase of the subject project.

It is desired by the City of Milwaukee and the City of Greenfield to improve portions of W. Cold Spring Road. Both municipalities will budget funds for the improvement of the roadway with the Bid Letting on February 5, 2025 and construction in the summer of 2025.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

It is desired by the City of Greenfield and the City of Milwaukee to improve portions of W. Cold Spring Road between S. 51st Street to S. 68th Street.

Proposed Improvement – Nature of work:

The roadway will receive spot concrete panel replacement and ADA corner curb ramps where necessary.

Estimated Cost Summary*

Estimated Construction Cost: \$110,616.70

City of Milwaukee estimated total cost = \$110,616.70

1. The City of Milwaukee will survey and provide the design of the replacement of 4 total corner curb ramps at the intersections of W. Cold Spring Road and S. 55th Street, and W. Cold Spring Road and S. Honey Creek Drive.
2. The City of Greenfield will bill the City of Milwaukee as the project progresses and supply the City of Milwaukee 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. The City of Milwaukee will pay the construction costs for the subject project within 60 days of being billed by the City of Greenfield.
5. If the City of Milwaukee objects to any portion of the bills submitted by the City of Greenfield, the City of Milwaukee shall notify the City of Greenfield in writing within twenty days of invoice's receipt. The City of Milwaukee will pay any undisputed portions of a bill.
6. 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.
7. The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any field change orders after the project has been awarded that would result in additional construction costs in excess of 10%.
8. The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Greenfield and City of Milwaukee 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 City of Greenfield shall constitute a 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		

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

_____	<u>Finance Director</u>	_____
Signature	Title	Date
<u>Paula Schafer</u>		
Name		

_____	<u>City Attorney (as to form)</u>	_____
Signature	Title	Date
<u>Chris Geary</u>		
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 Milwaukee will pay to the City of Greenfield 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 of each project phase (roadway construction) is in place for 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. Roadway construction.
 - b. Grading, base, and pavement for adjacent roadway approaches.
 - c. Roadway surface water drainage, if required.
 - d. All construction costs including change orders (Per Estimated Cost Summary).
 - e. Pavement marking.
4. Work necessary to complete the improvement to be financed entirely by the municipality (or responsible party), where the project lies, but may not be limited to, the following items:
 - a. New installations of, or alterations to sanitary sewers or connections, water, gas, steam, electric, telephone, telegraph, fiber optic, fire or police 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 the City of Milwaukee should withdraw from the project, it will reimburse the City of Greenfield its proportionate share of all costs incurred by the City of Greenfield as of the date of withdrawal.
6. The work will be administered by the City of Greenfield or its designee(s). The City of Greenfield 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)