

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

DATE: July 9, 2007

HIGHWAY: West County Line Road

LIMITS: Structure over the Little Menomonee River

This agreement is made and entered into and by the City of Milwaukee and the City of Mequon.

The contents of this agreement will address cost sharing for all phases of the subject project including but not limited to preliminary engineering, real estate acquisition, utility relocation, construction and construction engineering, as necessary.

The City of Milwaukee has budgeted funds for the improvement of the West County Line Road Structure over the Little Menomonee River with plans scheduled to be completed in Fall of 2009 to advance to the construction contract bidding process, scheduled for let in Spring of 2010 and construction in the Summer of 2010.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

The existing concrete rigid frame culvert was built in 1917 and has advanced structure deterioration.

Proposed Improvement – Nature of work:

The culvert will be replaced with a bridge meeting current standards and hydraulic requirements.

Estimated Cost Summary*

Item	Total	City of Milwaukee	%	City of Mequon	%
Preliminary Engineering	\$120,000	\$60,000	50	\$60,000	50
Real Estate	\$5,000	\$2,500	50	\$2,500	50
Construction	\$500,000	\$250,000	50	\$250,000	50
Subtotal	\$625,000	\$312,500		\$312,500	
15% Const. Engr. And Contingencies	\$100,000	\$50,000	50	\$50,000	50
Total Cost	\$725,000	\$362,500		\$362,500	

* These costs are estimates at this time and are subject to change during the preliminary engineering process. Funding percentages are based upon a jurisdictional line which theoretically splits the project in half equally.

1) The City of Mequon 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 who will bill the City of Mequon based on such expenses, as the project progresses. Each community's share for preliminary engineering is calculated as the ratio of the roadway area within each community over the total roadway area using current municipal boundaries. Using this method the City of Mequon's share is presently calculated as 50% and the City of Milwaukee's share is 50%.

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 Mequon's final actual cost share is less than the paid amount to-date, the difference will be refunded to the City of Mequon; if the City of Mequon's final actual cost share is greater than the amount paid to-date, the City of Mequon will be billed the balance of their share.

3) The City of Mequon will pay its share of construction costs for the subject project at the written request of the City of Milwaukee who will bill the City of Mequon based on such expenses as the project progresses. 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. The actual final bridge and roadway approach 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. The estimated share of construction cost participation for the City of Mequon is 50% and the City of Milwaukee share is 50%. An actual percentage will be calculated when final costs are determined.

4) The City of Milwaukee agrees to consult with and seek concurrence with the City of Mequon during the project design process and plan preparation for the improvement. The City of Milwaukee agrees to consult and seek concurrence with the City of Mequon 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 the percentage of proration.

6) If the City of Mequon's actual share for bridge and roadway approach construction and construction engineering is less than the deposited amount, the difference will be refunded to the City of Mequon, or if the City of Mequon's share is greater than the deposited amount, the City of Mequon will be billed the balance of its share.

7) 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.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the City of Mequon and upon acceptance by the City of Milwaukee shall constitute an agreement between the two Municipalities.

Signed for and on behalf of the City of Milwaukee:

_____ Signature	_____ Commissioner of Public Works Title	_____ Date
_____ Jeffrey J. Mantes Name (Written Clearly)		

Signed for and on behalf of the City of Mequon:

_____ Signature	_____ Title	_____ Date
_____ Name (Written Clearly)		

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 Mequon will pay to the City of Milwaukee such project related costs as outlined below and listed in the Estimated Cost Summary itemized in the Cost Sharing Agreement.
3. Funding of each project phase (preliminary engineering, real estate, utility relocation, construction, and construction engineering) is subject to inclusion of the City of Mequon's portion of the project's costs in their duly legislated budget process/program. City of Milwaukee financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary engineering and review services (50%).
 - b. Real estate for the improvement, if required (50%).
 - c. Bridge Structure (50%).
 - d. Grading, base, and pavement for adjacent roadway approaches (50%).
 - e. Surface water drainage for the improvement, if required (50%).
 - f. All construction costs including change orders (50%).
 - g. Construction engineering incidental to inspection and supervision of actual construction work (50%).
 - h. Signing and pavement marking, including detour routes, if applicable (50%).
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. 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.
 - c. Bridge width in excess of standards.
5. As the work progresses, the City of Mequon will be billed for work completed based on the funding percentages listed in the Estimated Cost Summary on page 1 of this agreement. Upon completion of the project, a final audit will be made to determine the final division of costs and reconciliation will be conducted as necessary.
6. If the City of Mequon 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.
7. The work will be administered by the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the City of Mequon 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 Mequon.

8. 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.

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COMMON COUNCIL
OF THE
CITY OF MEQUON
WISCONSIN

* * * * *

RESOLUTION NO. 2815

**Cost Share for Box Culvert Reconstruction
Over Little Menomonee River on County Line Road**

WHEREAS, the box culvert on County Line Road over the Little Menomonee River was constructed in 1917 and is in dire need of reconstruction as a result of advanced structural deterioration; and

WHEREAS, the City's of Milwaukee and Mequon share jurisdictional ownership of the box culvert; and

WHEREAS, the City of Milwaukee has offered to be the lead agency for the project design and construction; and

WHEREAS, the current City of Milwaukee estimate for the project is \$725,000.00 to be split 50-50 between Mequon and Milwaukee. Mequon's share for this project is \$362,500.00; and

WHEREAS, funds in the amount of \$115,209.00 from account 06-359 (County Line Improvements) and \$25,000.00 from account 06-548 (County Line Road Box Culvert Replacement) are available and have been budgeted to fund Mequon's share of the design/engineering cost of \$125,000.00 (\$62,500.00 Mequon's Share) with the balance going towards the reconstruction effort; and

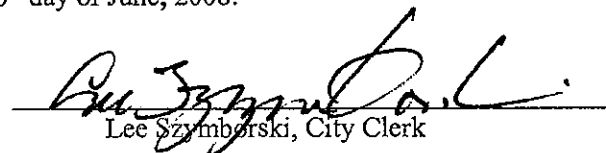
WHEREAS, the current project schedule indicates accomplishment/construction of the project in 2010 Mequon commits to budgeting its remaining share of the project cost \$222,291.00 in 2009 and 2010; and

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL by passage of this Resolution, authorizes signing of the proposed project Cost Share Agreement between the City of Milwaukee and City of Mequon dated July 9th, 2007 for accomplishment of this project and the City of Mequon's commitment to budgeting for the required remaining funds.

Approved: 
Christine Nuernberg, Mayor

Date Approved: June 17, 2008

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the 10th day of June, 2008.


Lee Szymborski, City Clerk