

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

DATE: September 6, 2023

ROADWAY(s): W. Center Street

LIMITS: N. 60th Street to N. 76th Street

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

The contents of this Memo of Understanding will address cost sharing for all phases of the subject project including but not limited to construction.

It is desired by the City of Wauwatosa to perform crackfilling as part of their 2023 maintenance program on W. Center St. between N. 60th St. and N. 76th St. Both municipalities will budget funds for the improvement of the roadway with construction in fall 2023.

The City of Wauwatosa, 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:**

It is desired by the City of Wauwatosa to perform crackfilling on W. Center St. between N. 60th St. and N. 76th St.

**Estimated Cost Summary\***

City of Milwaukee Share of Estimated Paving work: \$15,000 (crackfilling)

1) The City of Milwaukee will pay its share of the construction costs for the subject project within 60 days of being billed by the City of Wauwatosa. The City of Wauwatosa will bill the City of Milwaukee as the project progresses and supply Milwaukee with any background information to support the billing.

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

3) 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.

4) The City of Wauwatosa 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 the project has been awarded.

5) Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as detailed in the Cost Summary.

6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and the City of Wauwatosa 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 an Memo of Understanding for the City of Milwaukee and upon acceptance by the City of Wauwatosa 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 (Written Clearly)		

**CITY OF WAUWATOSA:**

Approved as to form:

_____	Date: _____
City Attorney	

By:

_____	Date: _____
Mayor	

_____	Date: _____
City Clerk	

_____	Date: _____
Finance Director	

## 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 Wauwatosa 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 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. All construction costs including change orders (Per Estimated Cost Summary).
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.
5. If the City of Milwaukee should withdraw from the project, it will reimburse the City of Wauwatosa its proportionate share of all costs incurred by the City of Wauwatosa as of the date of withdrawal.
6. The work will be administered by the City of Wauwatosa or its designee(s). The City of Wauwatosa 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)