

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE VILLAGE OF WEST MILWAUKEE**

DATE: February 21, 2024

ROADWAY(s): S. 38th St. and S. 40th St.

LIMITS: W. Greenfield Ave. to W. National Ave

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

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 Village of West Milwaukee to install a traffic calming on S. 38th St. and S. 40th St. from W. Greenfield Ave. to W. National Ave. Both municipalities will budget funds for the improvement with construction in 2024.

The Village of West Milwaukee, 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 Village of West Milwaukee to construct traffic calming on S. 38th St. and S. 40th St. from W. Greenfield Ave. to W. National Ave.

Proposed Improvement – Nature of work:

S. 38th St. is proposed to have two (2) asphalt speed humps, and one (1) concrete traffic circle with sodding. S. 40th St. is proposed to have one (1) asphalt speed hump.

Estimated Cost Summary*

Estimated Paving work: \$25,000

+15% Engineering and Contingencies = \$3,000

Village of West Milwaukee estimated total cost with contingencies = \$28,000

1) The Village of West Milwaukee will pay its share of the preliminary design costs, defined as all engineering work of the traffic calming performed prior to the actual commencement of construction for the subject project within 60 days of being billed by the City of Milwaukee. The City of Milwaukee will bill the Village of West Milwaukee as the project progresses and supply West Milwaukee with any background information to support the billing.

2) 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.

3) The Village of West Milwaukee will pay its share of the construction costs for the subject project within 60 days of being billed by the City of Milwaukee.

4) If the Village of West Milwaukee objects to any portion of the bills submitted by the City of Milwaukee, the Village of West of Milwaukee shall notify the City of Milwaukee in writing within twenty days of the invoice's receipt. The Village of West Milwaukee will pay any undisputed portions of the 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 Village of West Milwaukee regarding any field change orders that would result in additional construction costs in excess of 10% after the project has been awarded.

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

8) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and the Village of West 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 an Memo of Understanding for the Village of West Milwaukee 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:

_____	City Engineer	_____
Signature	Title	Date
Kevin J. Muhs, PE, AICP		
Name (Written Clearly)		

Approved by the Director of Public Works of the Village of West Milwaukee:

By _____ Attest: _____
Len J. Roecker, PE

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 Village of West Milwaukee 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 of each project phase (roadway construction) is in place for their portion of the project costs. The Village of West 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 Village of West Milwaukee 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 the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the Village of West 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 Village.
7. The respective municipalities will at their own expense:
 - a. Maintain all portions that lie within its boundaries. The Village of West Milwaukee will maintain all landscaping and sodding in the traffic circle.
 - b. Assume general responsibility of all public information to its residents.

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