

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

DATE: August 4, 2023

PROJECT: Powerline Trail Phase 2

LIMITS: S. 60<sup>th</sup> Street to S. 51<sup>st</sup> Street (Milwaukee), S. 51<sup>st</sup> Street to S. 35<sup>th</sup> Street/Pondview Park (Greenfield)

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

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

The City of Greenfield has budgeted funds for this project, and received a Congestion Mitigation and Air Quality (CMAQ) grant from the Wisconsin Department of Transportation (WisDOT) and a Knowles-Nelson Stewardship Program grant from the Wisconsin Department of Natural Resources (WDNR). WisDOT Project ID 2980-22-00/70 and WDNR Project Number SADLP3221385. The project is scheduled to be bid in the spring of 2024 for construction in the summer of 2024.

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

**Proposed Improvement and Estimated Cost Summary:**

A new multi-use trail will be constructed within right-of-way owned by WE Energies. The 10-foot wide paved asphalt trail will have grass shoulders. Street crossings will have appropriate signage, painted crosswalks, and concrete curb ramps that are accessible for persons with disabilities.

For the life of the trail, each city within its municipal boundary will be responsible for maintaining the trail including cutting the grass within the WE Energies right-of-way as agreed upon separately between each city and WE Energies.

The estimated costs and funding are summarized as follows.

|                                   | Total<br>(100%)  | Milwaukee<br>(27%) | Greenfield<br>(73%) |
|-----------------------------------|------------------|--------------------|---------------------|
| Design                            | \$ 177,766       | \$ 47,997          | \$ 129,769          |
| WisDOT CMAQ Funding<br>2980-22-00 | \$ (92,624)      | \$ (25,008)        | \$ (67,616)         |
| <b>Local Share Design</b>         | <b>\$ 85,142</b> | <b>\$ 22,989</b>   | <b>\$ 62,153</b>    |

- 1) The design consultant service costs for each municipality will be calculated by prorating the actual consultant service expenditures using the final design costs.
- 2) The City of Milwaukee will pay its actual share of the design costs for the subject project within 60 days of being invoiced by the City of Greenfield.
- 3) If the City of Milwaukee objects to any portion of the invoices submitted by the City of Greenfield, the City of Milwaukee shall notify the City of Greenfield in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of a bill.
- 4) The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any design change orders that would result in additional design costs in excess of 10%.
- 6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and City of Greenfield and will be paid by the municipality in which the additional or unforeseen item occurs.

This Cost Sharing 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 Cost Sharing Memo of Understanding for the City of Greenfield and City of Milwaukee.

**Signed for and on behalf of City of Milwaukee:**

|                    |                              |       |
|--------------------|------------------------------|-------|
| _____              | Commissioner of Public Works | _____ |
| Signature          | Title                        | Date  |
| _____              |                              |       |
| Jerrel Krushke, PE |                              |       |
| Name               |                              |       |
| _____              | Comptroller                  | _____ |
| Signature          | Title                        | Date  |
| _____              |                              |       |
| Aycha Sawa         |                              |       |
| Name               |                              |       |

**Signed for and on behalf of the City of Greenfield:**

|                    |                            |       |
|--------------------|----------------------------|-------|
| _____              | Mayor                      | _____ |
| Signature          | Title                      | Date  |
| _____              |                            |       |
| Michael J. Neitzke |                            |       |
| Name               |                            |       |
| _____              | City Attorney (as to form) | _____ |
| Signature          | Title                      | Date  |
| _____              |                            |       |
| Christopher Geary  |                            |       |
| Name               |                            |       |

|                                   |                                    |               |
|-----------------------------------|------------------------------------|---------------|
| _____<br>Signature                | _____<br>Finance Director<br>Title | _____<br>Date |
| _____<br>Paula Schafer<br>Name    |                                    |               |
| _____<br>Signature                | _____<br>City Clerk<br>Title       | _____<br>Date |
| _____<br>Jennifer Goergen<br>Name |                                    |               |

### 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 Milwaukee will pay to the City of Greenfield such project related costs as outlined and listed in the Estimated Cost Summary.
3. Each Municipality shall ensure that all necessary funding of each project phase (design, construction, and construction engineering) is in place for their portion of the project costs.
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 shall withdraw from the project, it shall 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 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 of the trail that lie within its boundaries as agreed upon with WE Energies.
  - b. Assume general responsibility of all public information to its residents.

(End of Document)