

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

DATE: May 8, 2024

PROJECT: S. 43<sup>rd</sup> Street (ID 2155-15-70)

LIMITS: W. Cold Spring Road to W. Howard Avenue

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 all phases of the subject project including but not limited to design engineering, utility coordination, construction and construction engineering, as necessary.

It is desired by the City of Greenfield and the City of Milwaukee to rehabilitate S. 43<sup>rd</sup> Street. Both municipalities will budget funds for the improvement of the roadway with Bid Letting in February 2025 and construction in 2025. The City of Greenfield has received Surface Transportation Program-Urban funding from the Wisconsin Department of Transportation which will be equally applied to the length of the project.

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.

**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 rehabilitate S. 43<sup>rd</sup> Street between W. Cold Spring Road and W. Howard Ave.

**Proposed Improvement – Nature of Work:**

The roadway will receive new concrete pavement, curb and gutter, bike lanes, sidewalk, ADA corner ramps, pavement markings, signage and street lighting.

**Estimated Cost Summary**

Design:

	Total (100%)	Greenfield (92.5%)	Milwaukee (7.5%)
Design Consultant	\$ 405,190	\$ 374,801	\$ 30,389
Design WisDOT Review	\$ 20,000	\$ 18,500	\$ 1,500
<b>Total Design</b>	<b>\$ 425,190</b>	<b>\$ 393,301</b>	<b>\$ 31,889</b>
WisDOT STP-U Funding	\$ (287,944)	\$ (266,348)	\$ (21,596)
<b>Local Share Design</b>	<b>\$ 137,246</b>	<b>\$ 126,953</b>	<b>\$ 10,293</b>

Construction:

	Total (100%)	Greenfield (92.5%)	Milwaukee (7.5%)
Construction Contractor	\$ 2,872,750	\$ 2,657,294	\$ 215,456
Construction WisDOT Review	\$ 20,000	\$ 18,500	\$ 1,500
Construction Engineering (15%)	\$ 430,913	\$ 398,594	\$ 32,319
Total Construction	\$ 3,323,663	\$ 3,074,388	\$ 249,275
WisDOT STP-U Funding	\$ (2,458,160)	\$ (2,273,798)	\$ (184,362)
<b>Local Share Construction</b>	<b>\$ 865,503</b>	<b>\$ 800,590</b>	<b>\$ 64,913</b>

Total:

	Total (100%)	Greenfield (92.5%)	Milwaukee (7.5%)
<b>Local Share Total</b>	<b>\$ 1,002,749</b>	<b>\$ 927,543</b>	<b>\$ 75,206</b>

- 1) The design and construction engineering consultant service costs for each municipality will be calculated by prorating the actual consultant service expenditures using the final design and construction costs.
- 2) Bidder costs will be reviewed prior to contract award by WisDOT.
- 3) The City of Milwaukee will pay its actual share of the design and construction costs for the subject project within 60 days of being invoiced by the City of Greenfield.
- 4) 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.
- 5) The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any design and construction change orders that would result in additional design and construction costs in excess of 10% after the project has been awarded.
- 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:**

_____ Signature	_____ Commissioner of Public Works Title	_____ Date
_____ Name		

_____ Signature	_____ Comptroller Title	_____ Date
_____ Bill Christianson Name		

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

_____ Signature	_____ Mayor Title	_____ Date
_____ Michael J. Neitzke Name		

_____ Signature	_____ City Attorney (as to form) Title	_____ Date
_____ Christopher Geary Name		

_____ Signature	_____ Finance Director Title	_____ Date
_____ Paula Schafer Name		

_____ Signature	_____ City Clerk Title	_____ Date
_____ Jennifer Goergen 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 and construction) 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 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.

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