

PROJECT I.D. 2090-07-01, 71
SILVER SPRING DRIVE
NORTH 27TH STREET TO
THE MILWAUKEE RIVER

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

1. Silver Spring Drive from North 27th Street to the Milwaukee River is generally funded with 80% Surface Transportation Funds (STP) and 20% local municipal funds plus a \$4 Million congressional earmark secured by the City of Glendale. This applies for construction. Preliminary Engineering is funded 100% by local municipal funds. Costs in excess of the Federal caps shown in the State/Municipal Agreement (SMA) are the sole responsibility of the municipal agencies, in this case, the cities of Milwaukee and Glendale.
2. The City of Milwaukee 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 Glendale, who, as the lead agency in the billing process, will bill the City of Milwaukee its share as the project progresses. Each community's share is calculated as the ratio of the roadway area (curb face to curb face) within each community over the total roadway area (curb face to curb face) using current municipal boundaries. Using this method, the City of Glendale's estimated share is presently calculated as 70 percent and the City of Milwaukee's share is 30 percent. There is no Federal cost participation in preliminary engineering.
3. 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 the proration. If the City of Milwaukee's final actual share is less than the paid amount to-date, the difference will be refunded to the City of Milwaukee; if the City of Milwaukee's final actual share is greater than the amount paid to-date, the City of Milwaukee will be billed the balance of their share.
4. The current estimated cost of preliminary engineering is \$1,000,000.
5. The City of Milwaukee will pay its share of the construction and construction engineering costs for the subject project at the written request of the City of Glendale, who, as the lead agency in the billing process, will review the monthly billings prepared and distributed by the WISDOT, and bill the City of Milwaukee its share 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 with the WISDOT, will be paid for, in full, by the respective municipality. Milwaukee's estimated share of the construction cost participation, for the local share, is, again, based on the jurisdictional boundary, and is estimated to be approximately 30 percent. An actual percentage will be calculated when final costs are received from the WISDOT.

6. The final roadway 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, where applicable.
7. The City of Glendale agrees to consult with and seek concurrence with the City of Milwaukee during the project design process and plan preparation for the improvement, and for any field change orders that would result in additional construction costs to Milwaukee that may occur after the project had been awarded.
8. Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as the percentage of the proration
9. If the City of Milwaukee's final actual share for roadway construction and construction engineering costs is less than the paid amount to-date, the difference will be refunded to the City of Milwaukee; if the City of Milwaukee's final actual share is greater than the amount paid to-date, the City of Milwaukee will be billed for the balance of their share.
10. Cost sharing for maintenance of roadway related drainage items (mainline sewer, laterals, and other appurtenances) will be subject to a separate agreement to be determined and entered into upon a mutually agreeable design, where applicable.
11. Cost sharing for maintenance of street lighting items, traffic signalization items, and roadway maintenance will be subject to separate agreements to be determined and entered into upon a mutually agreeable design, as necessary.
12. The costs for any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs.
13. The \$4 Million congressional earmark secured by the City of Glendale will be paid solely towards the City of Glendale's Federal share of the construction costs.

Accepted by:

CITY OF MILWAUKEE

CITY OF GLENDALE

Commissioner of Public Works

Date

Date

Date

Date