

PROJECT I.D. 2025-11-01, 71
WEST CAPITOL DRIVE (STH 190)
NORTH MAYFAIR ROAD TO
NORTH 84TH STREET &
BRIDGE (2025-16-00, 70) OVER A BRANCH
OF THE MENOMONEE RIVER

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

1. The City of Wauwatosa 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 Milwaukee, which as the lead agency in the billing process, will review the State Invoices, prepared and distributed by the Wisconsin Department of Transportation (WISDOT), and bill the City of Wauwatosa based on such requests for payment from WISDOT, 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 Wauwatosa's share for Project ID 2025-11-01 is presently calculated as 15 percent and the City of Milwaukee's share is 85 percent. For Project ID 2025-16-00 (bridge) the City of Wauwatosa's share is 50 percent and the City of Milwaukee's share is 50 percent.
2. 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 proration. If the City of Wauwatosa's final actual share is less than the paid amount to-date, the difference will be refunded to the City of Wauwatosa; if the City of Wauwatosa's final actual share is greater than the amount paid to-date, the City of Wauwatosa will be billed the balance of their share.
3. The City of Wauwatosa will pay its share of construction costs, including 100% of costs of storm sewer main, and multi-use path costs not covered by the State, for the subject project at the written request of the City of Milwaukee, who, as the lead agency in the billing process, will review the State Invoices, prepared by WISDOT, and bill the City of Wauwatosa accordingly 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 state, will be paid for, in full, by the respective municipality. The estimated share of construction cost participation, for the local share, based on parking permitted in the City of Wauwatosa is 0 percent. An actual percentage will be calculated when final costs are received from WISDOT.
4. 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, as applicable. Final project costs will also include construction engineering and WISDOT delivery costs.

5. The City of Milwaukee agrees to consult with and seek concurrence with the City of Wauwatosa during the project design process and plan preparation for the improvement, and for any field change orders that would result in additional construction costs after the project has been awarded.
6. Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as the percentage of proration.
7. If the City of Wauwatosa's actual share for the roadway construction and construction engineering is less than the deposited amount, the difference will be refunded to the City of Wauwatosa, if the City of Wauwatosa's share is greater than the deposited amount, the City of Wauwatosa will be billed the balance of its share.
8. 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, if applicable.
9. Cost sharing for maintenance of street lighting items, traffic signalization work items, and roadway maintenance will be subject to separate agreements to be determined and entered into upon a mutually agreeable design, as necessary.
10. The costs of any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs.

Accepted by:

CITY OF MILWAUKEE

CITY OF WAUWATOSA

Commissioner of Public Works

Date

Date

Date

Date