

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

DATE: March 20th, 2024

ROADWAY(s): Colonial Drive & Sarasota Place

LIMITS: Colonial Drive from Auer Avenue to Concordia Avenue & Sarasota Place from North 100<sup>th</sup> Street to North 95<sup>th</sup> Street

This COST SHARING MEMO OF UNDERSTANDING is made and entered into and by the CITY OF WAUWATOSA and the CITY OF MILWAUKEE.

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 preliminary and construction engineering, and resurfacing the roadway, as necessary.

The CITY OF WAUWATOSA has budgeted funds for the improvement of Colonial Drive from Auer Avenue to Concordia Avenue & Sarasota Place from North 100<sup>th</sup> Street to North 95<sup>th</sup> Street with the construction in the spring/summer of 2024.

The CITY OF WAUWATOSA 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:**

The existing roadway of Colonial Drive from Auer Avenue to Concordia Avenue was built in 1958 and is in need of reconstruction.

The existing roadway of Sarasota Place from North 100<sup>th</sup> Street to North 95<sup>th</sup> Street was built in 1964 and is in need of reconstruction.

**Proposed Improvement – Nature of work:**

The roadway will be reconstructed with new asphalt pavement. Portions of concrete curb and gutter, concrete sidewalk and concrete drive approaches will be replaced.

## Estimated Cost Summary

### COLONIAL DRIVE

Paving Bid Items:	\$ 190,014.98
Design Engineering 12.5%:	\$ 23,751.87
Construction Engineering 3%:	\$ 5,700.45
Paving Total:	\$ 219,467.30

CITY OF WAUWATOSA share:	\$ 41,905.97
CITY OF MILWAUKEE share:	\$ 177,561.33

City of Milwaukee Street Lighting Bid Items:	\$ 82,135.00
Construction Engineering 3%:	\$ 2,464.05

City of Milwaukee Street Lighting Total:	\$ 84,599.05
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### SARASOTA PLACE

Paving Bid Items:	\$ 463,401.00
Design Engineering 12.5%:	\$ 57,925.18
Construction Engineering 3%:	\$ 13,902.04
Paving Total:	\$ 535,228.62

CITY OF WAUWATOSA share:	\$ 72,655.15
CITY OF MILWAUKEE share:	\$ 462,573.47

City of Milwaukee Street Lighting Bid Items:	\$ 149,015.00
Construction Engineering 3%:	\$ 4,470.45

City of Milwaukee Street Lighting Total:	\$ 153,485.45
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1) Each community's share of design engineering is calculated as 12.5% of the cost under the jurisdiction of each community. Each community's share of construction engineering is calculated as 3% of the cost under the jurisdiction of each community.

2) The CITY OF MILWAUKEE will be sent an invoice for the quantities of work performed in their community after the quantities are certified by the CITY OF WAUWATOSA.

3) If the CITY OF MILWAUKEE objects to any portion of the invoice submitted by the CITY OF WAUWATOSA, the City shall notify the CITY OF WAUWATOSA in writing within twenty days of the invoice's receipt. The CITY OF MILWAUKEE will pay any undisputed portions of the bill.

4) 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.

5) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the CITY OF WAUWATOSA and CITY OF MILWAUKEE 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 an COST SHARING MEMO OF UNDERSTANDING for the CITY OF MILWAUKEE and upon acceptance by the CITY OF WAUWATOSA shall constitute an COST SHARING MEMO OF UNDERSTANDING between the two Municipalities.

**CITY OF WAUWATOSA**

Approved as to form:

\_\_\_\_\_  
Alan Kesner, City Attorney (Date)

By: \_\_\_\_\_  
Dennis McBride, Mayor (Date)

\_\_\_\_\_  
Steven Braatz, Interim City Clerk (Date)

\_\_\_\_\_  
John Ruggini, Finance Director (Date)

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

_____	_____ Commissioner of Public Works	_____
Signature	Title	Date
<u>Jerrel Kruschke, P.E.</u>		

## 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 COST SHARING MEMO OF UNDERSTANDING, the CITY OF MILWAUKEE will pay to the CITY OF WAUWATOSA such project related costs as outlined and listed in the Estimated Cost Summary in the Cost Sharing COST SHARING MEMO OF UNDERSTANDING.
3. Each Municipality shall ensure that all necessary funding of each project phase (roadway construction, and construction engineering) is in place for their portion of the project costs. The CITY OF WAUWATOSA financing will be limited to participation in the costs of the following items as specified in the Estimate 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 CITY OF MILWAUKEE should withdraw from the project, it will reimburse the CITY OF WAUWATOSA its proportionate share of all costs incurred by the CITY OF WAUWATOSA as of the date of withdrawal.
6. The work will be administered by the CITY OF WAUWATOSA or its designee(s). The CITY OF WAUWATOSA 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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