

WEST LINCOLN AVENUE  
UNION PACIFIC RAILROAD RIGHT OF WAY TO SOUTH 61<sup>ST</sup> STREET

**COST SHARING AGREEMENT  
BETWEEN  
THE CITY OF WEST ALLIS AND THE CITY OF MILWAUKEE**

1. The City of Milwaukee will pay its 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 West Allis, which, as the lead agency in the billing process, will review the contract invoices, and bill the City of Milwaukee based on such invoices as the project progresses. Each community's share for design and construction shall be based on the cost to resurface the agreed road segment that is located within the respective community's municipal boundaries as a portion of the cost of the entire project, calculated using current project estimates. Using this method the City of Milwaukee's share is presently calculated as 8.41% of the total project costs.
2. There shall be a later reconciliation of the amount billed to the City of Milwaukee under paragraph 1 above, as follows. 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 Milwaukee's actual share is less than the paid amount, the difference will be refunded to the City of Milwaukee; if the City of Milwaukee's share is greater than the amount paid, the City of Milwaukee will make additional payments to cover the balance of its share.
3. The City of Milwaukee will pay its share of construction engineering and construction costs for the subject project at the written request of the City of West Allis, which, as the lead agency in the billing process, will review the invoices, and bill the City of Milwaukee 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, will be paid for, in full, by the respective municipality. The estimated share of the construction costs for the City of Milwaukee is 8.41%. An actual percentage will be calculated when final costs are received. The preliminary estimate is \$105,346 which includes design and construction engineering and construction costs.
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, if applicable.

5. The City of West Allis agrees to consult with and seek concurrence with the City of Milwaukee during the project design process and plan preparation for the improvement. The City of West Allis agrees to consult and seek concurrence with the City of Milwaukee regarding 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, in the same fashion as were apportioned in paragraph 1 above.
7. A final reconciliation using actual roadway construction and construction engineering costs shall be undertaken in the same fashion as in paragraph 2 above. If, as a result of such reconciliation, the City of Milwaukee's actual share for roadway construction and construction engineering is less than the billed amount, the difference will be refunded to the City of Milwaukee, or if the City of Milwaukee's share is greater than the deposited amount, the City of Milwaukee will remit additional funds to cover 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 WEST ALLIS**

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Director of Public Works/City Engineer

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Date

COMPTROLLER'S CERTIFICATE

Countersigned this \_\_\_\_ day of \_\_\_\_\_  
and I certify that the necessary funds have been  
provided to pay the liability that may be  
incurred by the City of West Allis under this  
Agreement.

\_\_\_\_\_  
Peggy Steeno, Director of Finance/Comptroller

Approved as to form this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Scott Post, City Attorney

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Ghassan Korban, Commissioner of Public Works

\_\_\_\_\_  
Date

COMPTROLLER'S CERTIFICATE

Countersigned this \_\_\_\_ day of \_\_\_\_\_  
and I certify that the necessary funds have been  
provided to pay the liability that may be  
incurred by the City of Milwaukee under this  
Agreement.

\_\_\_\_\_  
Director of Finance/Comptroller

Approved as to form this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Attorney