

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF WEST ALLIS**

DATE: May 20, 2020

ALLEY: Between West Arthur Avenue, West Harrison Avenue, South 65th Street, South 66th Street.

This COST SHARING MEMO OF UNDERSTANDING is made and entered into and by the City of Milwaukee and the City of West Allis.

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 reconstructing the alley, as necessary. Permeable pavers are proposed for the North-south leg, all located in the City of Milwaukee.

The City of Milwaukee has budgeted funds for the reconstruction of the Alley between W. Arthur Av., W. Harrison Av., S. 65th St., S. 66th St., with the construction in the summer/fall of 2020.

The City of Milwaukee through its undersigned duly authorized officers or officials, hereby requests the City of West Allis to participate in the improvements hereinafter described.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

The existing alley was constructed in 1954 and is in need of reconstruction.

Proposed Improvement – Nature of work:

The alley will be reconstructed with concrete.

Estimated Cost Summary

Paving total:	\$ 185,000
City of Milwaukee share:	\$ 168,000
City of West Allis share:	\$ 17,000

1) Each community's share of the design/construction engineering is calculated as the ratio of the cost under the jurisdiction of each community over the total cost. (Using this method the City of West Allis' share is 9%)

2) The City of West Allis will be sent an invoice for the quantities of work performed in their community after the quantities are certified by the City of Milwaukee.

3) If the City of West Allis objects to any portion of the invoice submitted by the City of Milwaukee, the City shall notify the City of Milwaukee in writing within twenty days of the invoice's receipt. The City of West Allis 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 Milwaukee and the City of West Allis 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 West Allis and upon acceptance by the City of Milwaukee shall constitute an COST SHARING MEMO OF UNDERSTANDING between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

_____	<u>Commissioner of Public Works</u>	_____
Signature	Title	Date

Jeffrey Polenske, P.E.

Approved by the Director of Public works (or designee) of the City of West Allis:

By _____ Date: _____
Name/Position

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 West Allis will pay to the City of Milwaukee 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 Milwaukee 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 West Allis should withdraw from the project, it will reimburse the City of Milwaukee its proportionate share of all costs incurred by the City of Milwaukee as of the date of withdrawal.
6. The work will be administered by the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the City of West Allis 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 West Allis.
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.

(End of Document)