

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

DATE: October 1, 2020

Storm Sewer Crossing near 1200 Block of S 124<sup>th</sup> St

This COST SHARING MEMO OF UNDERSTANDING is made and entered into and by the City of West Allis and the City of Brookfield, consistent with and in accordance with the provisions of the July 13, 1965 Agreement for the Allocation of Maintenance of the Common boundaries between the Cities of West Allis and Brookfield.

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 storm sewer, as necessary.

The City of West Allis has budgeted funds for the reconstruction of the storm sewer in S 124<sup>th</sup> St in the 1200 Block.

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility – Describe and give reason for request:**

The existing storm sewer is in need of reconstruction.

**Proposed Improvement – Nature of work:**

The existing storm sewer will be replaced per plan sheet U-2659.

**Estimated Cost Summary**

Total:	\$ 29,500
City of West Allis share:	\$ 12,500
City of Brookfield share:	\$ 17,000


- 1) The City of Brookfield will be sent an invoice for the quantities of work performed in their community after the quantities are certified by the City of West Allis.
- 2) If the City of Brookfield objects to any portion of the invoice submitted by the City of West Allis, the City shall notify the City of West Allis in writing within twenty days of the invoice's receipt. The City of Brookfield will pay any undisputed portions of the bill.
- 3) 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

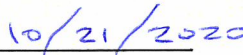
community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality.

4) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of West Allis and the City of Brookfield 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 a COST SHARING MEMO OF UNDERSTANDING for the City of Brookfield and upon acceptance by the City of West Allis shall constitute a COST SHARING MEMO OF UNDERSTANDING between the two Municipalities.

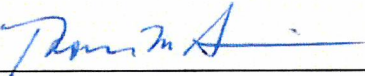
**Signed for and on behalf of City of West Allis:**

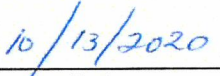
  
Signature

  
Date

**Peter Daniels, P.E.**  
City Engineer | Engineering Department  
City of West Allis  
7525 W. Greenfield Ave. | West Allis, WI 53214

**Approved by the Director of Public Works of the City of Brookfield:**

  
Signature

  
Date

**Thomas M. Grisa, P.E. F. ASCE**  
Director of Public Works  
City of Brookfield  
2000 N. Calhoun Road  
Brookfield, WI 53005

## 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 4 of this COST SHARING MEMO OF UNDERSTANDING, the City of Brookfield will pay to the City of West Allis 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 West Allis 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 Brookfield should withdraw from the project, it will reimburse the City of West Allis its proportionate share of all costs incurred by the City of West Allis as of the date of withdrawal.
6. The work will be administered by the City of West Allis or its designee(s). The City of West Allis shall notify the City of Brookfield 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 Brookfield.
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)