

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

DATE: March , 2021

South 72nd Street connection to Hank Aaron State Trail

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 the design phase of the subject project for preliminary engineering and plan preparation.

The City of West Allis has requested the City of Milwaukee to perform field data and design a connection from South 72nd Street to the Hank Aaron State Trail. This connection will be located in the City of Milwaukee. The City of West Allis will let the contract and provide construction inspection for the project.

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:**

There is not currently a paved connection between the north limits of South 72nd Street and the Hank Aaron State trail. The City of West Allis is requesting this work to be done. The work is located within the City of Milwaukee. The City of Milwaukee will perform the preliminary design and the City of West Allis will reimburse for the work.

**Proposed Improvement – Nature of work:**

The connection is anticipated to be constructed with asphalt.

**Estimated Cost Summary**

Paving total:	\$ 38,000
Preliminary design :	\$ 3,300 (to be reimbursed)
City of West Allis share:	\$ 38,000

1) Milwaukee will do the preliminary design, estimated at \$3,300. West Allis will reimburse the actual cost.

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) 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)