

1 **SIDEWALK DESIGN AND CONSTRUCTION COST-SHARING**
2 **AGREEMENT**

3 This Sidewalk Design and Construction Cost-Sharing Agreement ("Agreement") is entered into
4 as of **DATE**, 2026, by and between the Village of Elm Grove, a Wisconsin municipal
5 corporation ("Village"), and MILL PLACE INVESTMENTS LLC, the owner of property
6 located at 13402 WATERTOWN PLANK RD ("Property Owner").

7 **I. PURPOSE**

8 The purpose of this Agreement is to establish the terms under which the Property Owner shall
9 participate in the cost of engineering design services and construction of sidewalk improvements
10 associated with the sidewalk reconfiguration project along Watertown Plank Road, as depicted in
11 the attached Exhibit A, the sidewalk layout and engineering plans prepared by KL Engineering
12 (the "Project").

13 **II. PROJECT DESCRIPTION**

14 The Project includes the reconfiguration, design, and construction of a sidewalk, curb, ramp, and
15 related pedestrian improvements located within the public right-of-way, Railway Corridor, and
16 abutting the Property Owner's property, as shown in Exhibit A, and any subsequent revisions
17 approved by the KL Engineering, the Village Public Works Committee and the Property Owner
18 (collectively, the "Plans").

19 **III. ENGINEERING DESIGN COST SHARE**

20 A. The Village shall contract with its consulting engineer to prepare the engineering design,
21 plans, specifications, and cost estimates for the Project.

22 B. The Property Owner agrees to pay fifty-percent (50%) of the actual engineering and
23 professional service costs incurred by the Village that are directly attributable to the design of the
24 sidewalk reconfiguration serving or benefitting the Property Owner's frontage.

25 C. Engineering costs shall include, but not be limited to, surveying, design, drafting, meetings,
26 construction documents, and related professional services.

27 D. The Village shall invoice the Property Owner for its 50% share of engineering costs in
28 accordance with Village of Elm Grove Code of Ordinances §30-3, *Charge for Village*
29 *professionals' contract fees*.

30 **IV. CONSTRUCTION COST RESPONSIBILITY**

31 A. The Property Owner agrees to fund the share of sidewalk improvements including demolition
32 located on the Property Owner's property.

33 B. The Property Owner’s construction cost responsibility shall be calculated on a time and
34 material unit basis, meaning the Property Owner shall pay for the actual quantities of sidewalk-
35 related improvements constructed on The Property Owner’s property, including but not limited
36 to site preparation , including needed demolition and disposal of same, concrete sidewalk, curb
37 and gutter, restoration, and associated appurtenances.

38 C. Unit, mobilization and labor prices shall be based on the Village’s competitively bid
39 construction contract for the Project, and the Property Owner shall be responsible only for the
40 measured quantities and their installation on the private property.

41 D. The Village shall provide a summary of quantities and costs attributable to the Property
42 Owner’s sidewalk construction upon project completion.

43 **V. PAYMENT TERMS**

44 A. The Village shall invoice the Property Owner for construction costs following completion of
45 the work.

46 B. All invoices shall be payable within thirty (30) days of issuance. Any unpaid amounts will be
47 imposed as a special charge against the Property pursuant to §66.0627, Wisconsin Statutes, and
48 Village Code §30-3.

49 **VI. CONSTRUCTION ADMINISTRATION**

50 The Village shall administer the bidding, contracting, inspection, and construction of the Project.
51 The Property Owner shall have no responsibility for construction means, methods, safety, or
52 contractor performance.

53 **VII. ENTIRE AGREEMENT**

54 This Agreement constitutes the entire agreement between the parties regarding cost sharing for
55 the Project and may be amended only by written agreement approved by the Village Board of
56 Trustees.

57 Dated on this ____ day of _____, 2026

58 **VILLAGE OF ELM GROVE**

PROPERTY OWNER

59 By: _____
60 Name: James Koleski, Village President

By: _____
Name: Name and Title

61 **ATTEST:** _____

ATTEST: _____

62 Crystal Turner, Village Clerk