

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 Village of Brown Deer 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 Village of Brown Deer 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 City Engineer (or designee) of the Village of Brown Deer:

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 Village of Brown Deer 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 Village of Brown Deer 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 Village of Brown Deer 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 Village of Brown Deer.
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)