

AMENDMENT #1
Memorandum of Understanding Between the
Forest County Potawatomi Community and
City of Milwaukee, Wisconsin
16th Street Bridge Over the Menomonee River

WHEREAS, Forest County Potawatomi Community (“FCPC”) and the City of Milwaukee, Wisconsin (“City”) entered into a Memorandum of Understanding (“MOU”), effective July 23, 2025 regarding the 16th Street Rehabilitation Project, known as DOT I.D. 2615-15-03/73, which is attached as **Attachment A** (“Project”); and

WHEREAS, The MOU provided that the City is the Project Sponsor with the State of Wisconsin-Department of Transportation (“Wis. DOT”) for the Project. In accordance with the Wisconsin DOT I.D. 2615-15-03/73 State/Municipal Agreement for the Project costs for the Project, the City’s financial obligation are as follows:

Construction Costs and Funding

The Project’s estimated construction costs are \$21,575,369.78, with 80% federal funding up to \$10,578,160.00. The City is responsible to provide the remaining funds in excess of the \$10,578,160.00 federal funding, and the City’s administrative cost of \$100,000.00.

FCPC Contribution to the Project

If the FCPC receives grant funding from the Tribal Transportation Facilities Bridge Program for the Project, such funding shall be applied toward the City’s financial obligation for the Project, not to exceed \$11,097,209.78, subject to the terms of any and every subsequent funding agreement executed between the Parties regarding the Project; and

WHEREAS, On September 25, 2025 FCPC received \$11,097,209.78 from the Tribal Transportation Facility Bridge Program, 23 C.F.R. Part 661, from the Federal Highway Administration via the September 16, 2025 Amendment No.2 to the Multi-Year Funding Agreement between FCPC and United States Department of Transportation for the Tribal Transportation Self-Governance Program; and

WHEREAS, FCPC and City desire to define the process to which the \$11,097,209.78 will be transferred from FCPC to the City, which will be applied to the City’s financial obligation for the Project.

The FCPC and CITY agree to the following:

City and FCPC agree to follow and be bound to all applicable law relating to this Project and the MOU; and

The City agrees to provide invoices to FCPC Department of Transportation (“FCPC DOT”) on a quarterly basis in a form similar to **Attachment B**, which will show the expenses for labor and material, and appropriate back up; and,

City and FCPC acknowledge that some City invoices may be estimates, based on the estimates the Wis. DOT provides the City; and,

FCPC DOT will review the City invoice and compare it to the DOT I.D. 2615-15-03/73; and,

FCPC DOT may request additional back up from the City of the invoice is incomplete; and,

FCPC DOT will submit City's invoice to FCPC Accounts Payable for payment to the City and will endeavor to remit payment in 30 days; and,

When the Project is complete in approximately October of 2026, City and FCPC DOT review the Project's actual costs and expenses and compare to the invoices that have been processed and reconcile the difference, if any; and,

City and FCPC understand and agree to this Project may be subject to audit and City and FCPC agree to cooperate with reasonable audit requests.

All other terms of the MOU, not expressly or by necessary implication modified or amended hereby, remain unchanged and are incorporated here and by reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

Forest County Potawatomi Community

Brooks Boyd, Sr., Chairman (date)
Or Kenneth L. George, Jr., Vice Chairman

City of Milwaukee

Jerrel Kruschke, (date)
Commissioner of Public Works