



1) The Village of Shorewood will pay its share of the preliminary design costs, defined as all engineering work of the roadway performed prior to the actual commencement of construction, for the subject project within 60 days of being billed by the City of Milwaukee. The City of Milwaukee will bill the Village of Shorewood as the project progresses and supply Shorewood with any background information to support the billing. Each community's share of the preliminary design is calculated as the ratio of the cost under the jurisdiction of each community over the total cost. (Using this method the City of Milwaukee's share is 50% and the Village of Shorewood's share is 50%.)

2) The consultant services costs for each municipality will be calculated by prorating the actual consultant services expenditures. Each community's share for consulting services is calculated as detailed in the Cost Summary above.

3) The Village of Shorewood will pay its share of construction costs for the subject project within 60 days of being billed by the City of Milwaukee.

4) If the Village objects to any portion of the bills submitted by the City of Milwaukee, the Village shall notify the City of Milwaukee in writing within twenty days of the invoice's receipt. The Village will pay any undisputed portions of a bill.

5) 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.

6) The City of Milwaukee agrees to consult and seek concurrence with the Village of Shorewood regarding any field change orders that would result in additional construction costs in excess of 10% after the project has been awarded.

7) Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as detailed in the Cost Summary.

8) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City and Village and will be paid by the municipality in which the additional or unforeseen item occurs.

This 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 Memo of Understanding for the Village of Shorewood and upon acceptance by the City of Milwaukee shall constitute an Memo of Understanding between the two Municipalities.



- 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 Shorewood 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 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.
  
- 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)