

Enrolled 17
~~PROPOSED ORDINANCE 156-17~~

TRANSFER JURISDICTION OF HIGHWAYS
WITH CITY OF BROOKFIELD

WHEREAS Waukesha County owns and operates a county highway system, and

WHEREAS the County has endorsed the SEWRPC Highway Jurisdictional Plan-2010 which recommends which level of government should be responsible for which highways in the county, and

WHEREAS the County and the City of Brookfield have negotiated a Jurisdictional Transfer Agreement covering certain city streets proposed for transfer to the County Highway System.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES ORDAIN that the County Executive is authorized to enter the Jurisdictional Transfer Agreement negotiated with the City of Brookfield which covers certain city streets proposed for transfer to the County Highway System, a copy of which is on file in the office of the County Clerk.

BE IT FURTHER ORDAINED that the County Department of Public Works is directed to take all necessary actions to implement the terms and conditions of said Agreement.

TRANSFER JURISDICTION OF HIGHWAYS WITH CITY OF BROOKFIELD

Presented by:
Public Works Committee

Richard L. Manke
Richard L. Manke, Chair

Kathleen M. Cummings
Kathleen M. Cummings

Ernest J. La Monte
Ernest J. La Monte

Rodell L. Singert
Rodell L. Singert

David W. Swan
David W. Swan

Bernard J. Tesmer
Bernard J. Tesmer

Chuck Wichgers
Chuck Wichgers

Approved by:
Finance Committee

Duane Stamsta
Duane Stamsta, Chair

James R. Behrend
James R. Behrend

Donald M. Broesch
Donald M. Broesch

Genia C. Bruce
Genia C. Bruce

Joe C. Marchese
Joe C. Marchese

Karen J. McNelly (No)
Karen J. McNelly

Ronald V. Rydberg
Ronald V. Rydberg

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: June 29, 2001, Kelly S. Gaeger, Deputy
Patricia E. Madden, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

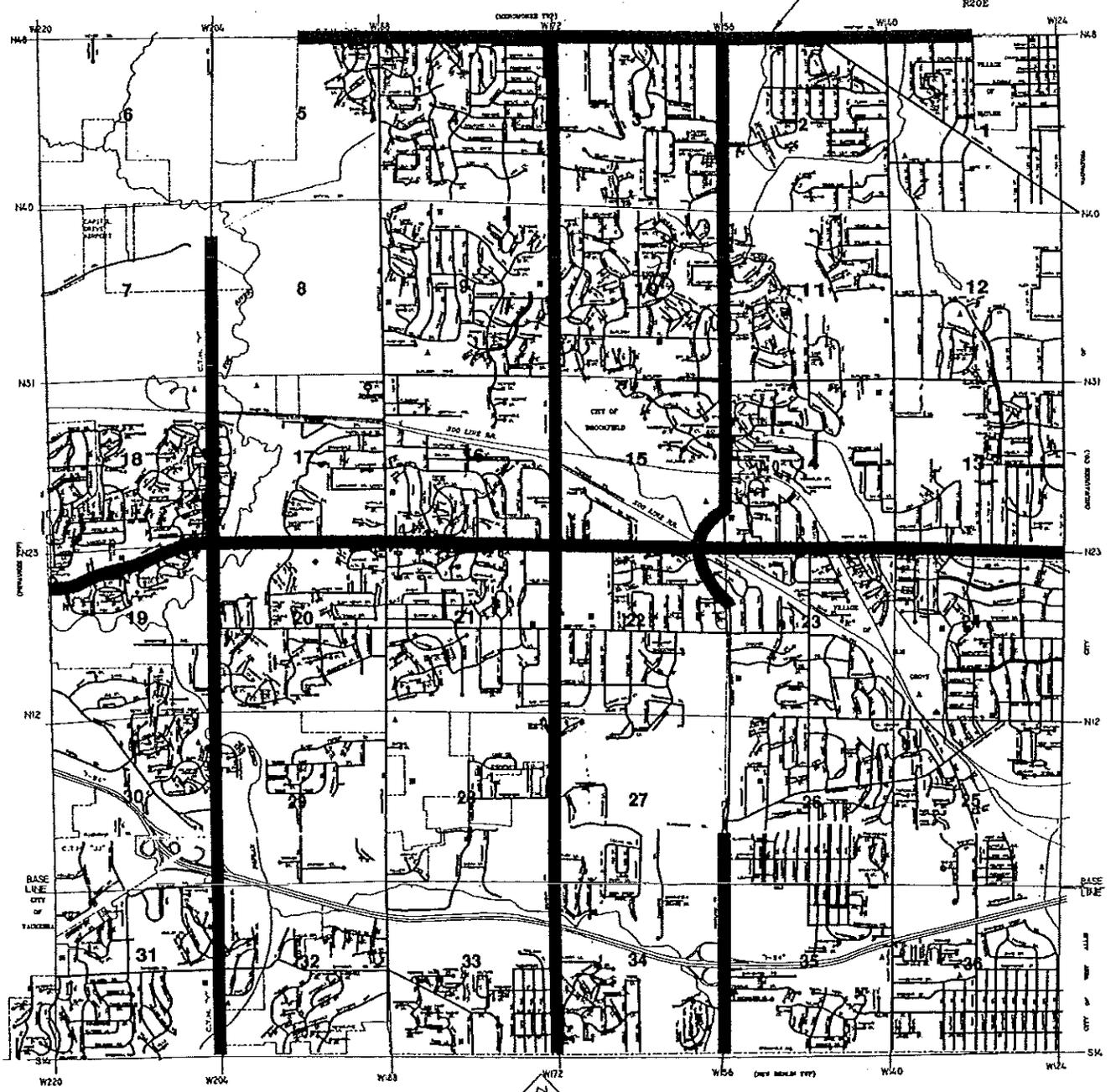
Approved: ✓
Vetoed: _____

Date: 7-2-01, D. M. Finley
Daniel M. Finley, County Executive

(1)

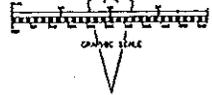
BROOKFIELD TOWNSHIP WAUKESHA COUNTY, WISCONSIN

SOUTH HALF OF HWY K



- LEGEND
- SCHOOLS
 - GOVERNMENT BLDGS
 - ▲ PARKS AND BRIDGES
 - HOSPITALS

■ EXISTING COUNTY JURISDICTION
 ■ PROPOSED COUNTY JURISDICTION



PREPARED BY:
 WAUKESHA COUNTY PARK & PLANNING DEPARTMENT
 JANUARY 1992
 REVISIONS: JANUARY 1984
 MARCH 1983

JURISDICTIONAL TRANSFER AGREEMENT
FOR BROOKFIELD CITY STREETS
Draft #19 May 31, 2001

1. This Agreement is entered into by Waukesha County (COUNTY) and the City of Brookfield (CITY) for the purpose of implementing road jurisdiction transfers in accordance with the adopted Waukesha County Jurisdictional Highway System Plan – 2010.
2. The CITY agrees to transfer the jurisdiction of the following roads according to the timetable indicated.

<u>Road</u>	<u>Limits</u>	<u>Transfer</u>
Lisbon Road	West City limits to Hampton Avenue	September 1, 2001
Hampton Avenue	Lisbon Road to N. 128 th Street	September 1, 2001
Moorland Road	STH 59 to USH 18	September 1, 2002
Barker Road	0.15 m. north of Poplar Creek to River Rd.	September 1, 2002
North Ave.	Springdale Rd. to N. 124 th St.	September 1, 2004
Pilgrim Rd.	Elm Grove Village Line to Lisbon Rd.	September 1, 2006
Calhoun Rd.*	STH 59 to Lisbon Rd.	September 1, 2008

* According to the 2020 Regional Transportation Plan (SEWRPC Planning Document No. 46), the jurisdictional transfer of Calhoun Rd. is contingent on placement of an I-94 interchange at Calhoun Rd.

3. The COUNTY agrees to accept the transferred roads.
4. The COUNTY agrees that upon acceptance it will assume all costs related to the maintenance of said roads including, but not limited to, driving surface, shoulders, stormwater, snow and ice control, and traffic engineering (signs, signals, pavement markings) in conformance with COUNTY maintenance standards.

The CITY and COUNTY agree that should the CITY desire a higher level of maintenance services, it may provide them at its own cost after receiving concurrence from the COUNTY's Director of Public Works.

5. The CITY agrees to retain operation and maintenance responsibility for street lighting, sidewalks and pedestrian/bicycle pathways that are separate from the traveled way. When these facilities need to be relocated/reconstructed as part of a roadway improvement (e.g., widening roadway) project, the COUNTY agrees to relocate/reconstruct said facilities at COUNTY expense. Ownership of said facilities shall remain with the CITY.

6. The COUNTY assumes responsibility for all permits for work within the highway right-of-way including driveway and utilities. The COUNTY also assumes responsibility for establishing appropriate traffic control measures including, but not limited to, speed limits and parking regulations. The COUNTY recognizes that the existing speed limits established on the roadways to be transferred are appropriate for City streets. The COUNTY reserves the right to modify those speed limits in recognition of the arterial highway traffic using the roads while recognizing the residential character of the areas adjacent to the road. No changes to existing speed limits will be made unless those changes are based upon traffic speed studies using nationally recognized standards and safety considerations.
7. The CITY and COUNTY acknowledge there may be a need to make improvements to the transferred roads. In developing the scope of those improvements, the COUNTY agrees to use the limiting threshold of 13,000 vehicles per day (existing) prior to programming any widenings to these highways. The COUNTY will fund the cost of widening all travel lanes and associated turn lanes. Other roadway features will be determined by the CITY and COUNTY by involving all stakeholders and seeking agreement through a facilitated consensus-building process.

In the event that the CITY and the COUNTY cannot reach concurrence on the scope of a proposed roadway improvement project, the CITY may choose to exercise its option to regain jurisdiction of the roadway in dispute, and the COUNTY agrees to return jurisdiction of the subject roadway segment to the CITY upon written request from the CITY. The CITY further agrees to reimburse the COUNTY for any costs incurred by the COUNTY relative to the proposed roadway improvement project which is the subject of the Public Information Meeting (PIM), in design, right of way acquisition or construction if the CITY exercises its option to regain jurisdiction at any time later than sixty (60) days after the first Public Information Meeting (PIM).

8. Nothing contained herein shall require the COUNTY to make improvements to any transferred road except as the COUNTY sees fit to do so in accordance with paragraph 7.
9. Should the CITY desire the COUNTY to make improvements to any of the transferred roads prior to the COUNTY's schedule, the CITY acknowledges the need to commit CITY funds to the project.
10. In accordance with intent of paragraph 9, the COUNTY agrees to allow the CITY to construct intersection improvements at Barker Road and North Avenue in 2001 or 2002. Improvements whose design is sufficient to handle a four (4) lane roadway south of North Ave. on Barker Rd. with minor modifications may include traffic signals with turn lanes or a single lane modern roundabout at the CITY's discretion, with input from the COUNTY.
11. The COUNTY agrees that as the recipient agency, it will notify property owners along each roadway that a transfer of jurisdiction has occurred and the proper contacts for issues related to roadway maintenance.

IN WITNESS WHEREOF, the City of Brookfield has executed this Agreement

on the 6th day of June, 2001.

CITY OF BROOKFIELD

By: Kathryn C. Bloomberg
Kathryn C. Bloomberg, Mayor

Attest: Kristine A. Schmidt
Kristine A. Schmidt, City Clerk

IN WITNESS WHEREOF, Waukesha County has executed this Agreement

on the _____ day of _____, 2001.

WAUKESHA COUNTY

By: _____

Title: _____

FISCAL NOTE

TRANSFER JURISDICTION OF HIGHWAYS

This ordinance authorizes the execution of a Jurisdictional Transfer Agreement in accordance with the adopted Jurisdictional Highway Systems Plan which will transfer 21.35 centerline miles of roads identified below from the city of Brookfield to the County.

The agreement includes the acceptance, by the County, to assume all costs for ongoing maintenance including driving surfaces, shoulders, storm water, snow and ice control and traffic engineering for signs, signals and pavement markings. The transfer will occur over an eight year period from 2001 to 2008. The chart below identifies net annual increases in County road maintenance expenditures of \$ 9,500 to \$329,000 over the transition period using available highway maintenance information. Cost increases are based on an average per mile for annual costs for all mileage in the County system. During each successive annual budget cycle expenditure increases would be included in the annual budget request.

No immediate impact to the capital plan is anticipated. However, a project for CTH Y (Barker Road) from Watertown Road to North Avenue in 1999-2003 was removed from the capital plan pending a jurisdictional transfer agreement. The estimated cost of the project was \$5.5 million. At this time it is not possible to estimate the capital improvement spending impact associated with the transferred roads since they have not been incorporated into the capital plan.

The City will retain ownership and maintenance responsibility for street lighting, sidewalks and pedestrian/bicycle pathways, although the County would be responsible for relocation or reconstruction costs caused by any future roadway improvement projects.

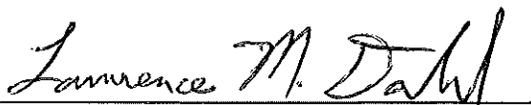
This ordinance has no additional 2001 budgetary impact as no funding is being appropriated. The 2001 estimated fiscal impact of about \$9,500 will be absorbed within the Department of Public Works operating budget according to the department. Future years operating impacts will be requested in the Department's future year budgets.

Road	Road Segment	Center Miles	Lane Miles	Avg. Cost Per Mile	Year *					
					2001	2002	2004	2006	2008	2009
Lisbon Road	West City Limits to Hampton Avenue	1.75	3.50	\$5,262	\$6,139	\$19,062	\$20,419	\$21,874	\$23,432	\$24,252
Hampton Avenue	Lisbon Road to N. 128th St.	0.95	1.90	\$5,262	\$3,333	\$10,348	\$11,085	\$11,874	\$12,720	\$13,165
Moorland Road	STH 59 to USH 18	1.20	7.20	\$5,262		\$13,071	\$42,005	\$44,997	\$48,202	\$49,889
Barker Road	0.15 m. north of Poplar Creek to River Rd.	1.85	3.70	\$5,262		\$6,717	\$21,586	\$23,124	\$24,771	\$25,637
North Ave.	Springdale Rd to N. 124th St.	6.00	12.00	\$5,262			\$23,336	\$74,995	\$80,337	\$83,149
Pilgrim Road	Elm Grove Village Line to Lisbon Rd.	3.60	7.20	\$5,262				\$14,999	\$48,202	\$49,889
Calhoun Road	STH 59 to Lisbon Rd.	6.00	12.00	\$5,262					\$26,779	\$83,149

Total Miles 21.35 47.50

Total Net County Expenditures	\$9,472	\$49,197	\$118,432	\$191,863	\$264,442	\$329,131
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* Assumes 3.5 % annual inflationary cost increase



Lawrence M. Dahl
Accounting Services Manager

lgw
08-Jun-01

DATE-06/26/01

(ORD) NUMBER-1560017

- 1 K. HERRO.....NAY
- 3 D. STAMSTA.....AYE
- 5 J. MARCHESE.....AYE
- 7 J. JESKEWITZ.....
- 9 S. WOLFF.....AYE
- 11 B. TESMER.....AYE
- 13 E. LA MONTE.....AYE
- 15 D. SWAN.....AYE
- 17 J. BEHREND.....
- 19 C. SEITZ.....AYE
- 21 W. KOLB.....NAY
- 23 E. KRAUS.....AYE
- 25 K. CUMMINGS.....AYE
- 27 D. PAULSON.....AYE
- 29 J. MAAS.....AYE
- 31 V. STROUD.....NAY
- 33 P. GUNDRUM.....AYE
- 35 K. McNELLY.....NAY

- 2 C. WILSON.....NAY
- 4 D. MEISSNER.....NAY
- 6 D. BROESCH.....AYE
- 8 J. DWYER.....AYE
- 10 P. HAUKOHL.....AYE
- 12 J. WILLIAMS.....AYE
- 14 J. LA PORTE.....NAY
- 16 R. MANKE.....AYE
- 18 J. ARNDT.....AYE
- 20 M. KIPP.....AYE
- 22 G. BRUCE.....AYE
- 24 R. RYDBERG.....AYE
- 26 P. VRAKAS.....AYE
- 28 P. JASKE.....NAY
- 30 M. THOMAS.....NAY
- 32 C. WICHGERS.....NAY
- 34 R. SINGERT.....AYE

TOTAL AYES-23

TOTAL NAYS-10

CARRIED X

DEFEATED _____

UNANIMOUS _____

TOTAL VOTES-33