

*Enrolled* 5  
~~PROPOSED~~ ORDINANCE 156-5

JURISDICTIONAL TRANSFER AGREEMENT FOR COUNTY TRUNK HIGHWAY "E"  
(North of County Trunk Highway "DR")

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 Town of Delafield are negotiating a Jurisdictional Transfer Agreement covering a portion of County Trunk Highway E.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES ORDAIN that the County Executive is authorized to execute the Jurisdictional Transfer Agreements covering a portion of County Trunk Highway E in the Town of Delafield, copies of which are 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.

Referred on: 04/10/01

File Number: 156-O-005

Referred to: PW - FI

JURISDICTIONAL TRANSFER AGREEMENT FOR COUNTY TRUNK HIGHWAY "E"  
(North of County Trunk Highway "DR")

Presented by:  
Public Works Committee

Richard L. Manke  
Richard L. Manke, Chair

Kathleen M. Cummings  
Kathleen M. Cummings

Ernest J. LaMonte  
Ernest J. LaMonte

Absent  
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

absent  
Joe C. Marchese

absent  
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: April 24, 2001, Kelley S. Laeger, 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: 4-24-01, Daniel M. Finley  
Daniel M. Finley, County Executive

NOTE: This is the revised copy of the jurisdictional transfer agreement for Ordinance 156-0-005. Please replace this with the copy that was previously yellow copied.

JURISDICTIONAL TRANSFER AGREEMENT  
FOR COUNTY TRUNK HIGHWAY E  
(North of County Trunk Highway DR)

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between Waukesha County hereinafter called the County and the Town of Delafield hereinafter called the Town.

WHEREAS, THE County Trunk Highway System has been designed and constructed to serve trips of longer distance and large traffic volumes, and

WHEREAS, Section 83.025(1) Wisconsin Statutes enables the County to enter into a Jurisdictional Transfer Agreement with local units of government containing any terms and conditions that the County and local units deem necessary regarding maintenance or rehabilitation of the highway transferred

NOW THEREFORE, the parties hereto do mutually agree to transfer jurisdictional responsibility for the highways under the conditions described below:

1. The County agrees to transfer jurisdiction of CTH E from CTH DR northerly to CTH KE, a distance of 2.5 miles, to the Town.

2. The County and Town agree that the County will fund a project to rehabilitate and improve CTH E from CTH DR to CTH KE.

3. The Town and County agree that said project scope shall be limited to costs for design, right of way acquisition and construction of travel lanes and turn lanes, curb and gutter, storm sewer, necessary landscaping and traffic engineering features (signs and pavement markers). The project shall not include funds for sidewalks or new street lighting.

4. The Town has consulted with the County in preparing the plans and specifications to Town standards.

5. The County agrees to provide complete and total funding for the project per the plans and specifications as bid. Funding shall include, but is not limited to, design engineering, construction engineering, bidding, cost of construction including the bid amount and related unit prices, any amount which exceeds bid amounts, and any unforeseen costs not part of the bid but which may arise as the result of the project, including but not limited to, hazardous material removal and/or mitigation.

PLK  
4/10/01

156-0-005

6. The Town agrees to provide funding for any additional features it may desire (eg. Sidewalks, Street Lights, etc) which were not included in the plans and specifications as bid.

7. The Town agrees to work with the County in resolving construction issues which may occur in the field.

8. Upon project bid and award by the Town, the County agrees to make periodic payments to the Town for timely payments to the Contractor in amounts approved by the Town and County. The County agrees to pay these amounts to the Town within thirty (30) calendar days following the receipt of an invoice from the Town.

In the event the County fails to pay the Town within those 30 days and the Town becomes obligated to pay the Contractor to avoid penalties or interest incurred because of the County's delay, the County shall be responsible for reimbursing the Town any such payments, together with interest thereon at the rate of six percent (6%) per annum.

9. The Town agrees to accept transfer of jurisdiction of that portion of the road above-referenced, upon the Town Engineer's certification that the project has been completed in accordance with the plans and specifications.

10. The Town agrees that upon acceptance, it will assume all costs related to the maintenance of said road including, but not limited to driving surface, shoulders, storm water, snow and ice control and traffic engineering (signs, signals, pavement markings).

11. The Town agrees that upon acceptance, it will assume responsibility for all permits for work within the highway right of way including driveway and utilities.

12. The County agrees to indemnify and hold the Town harmless from any and all claims that may arise out of the County's ownership, operation and maintenance of that section of CTH E for the period of time prior to the transfer.

APPROVED:

TOWN OF DELAFIELD

By:

Title:

  
Town Chairman

WAUKESHA COUNTY

By:

Title:

\_\_\_\_\_  
\_\_\_\_\_

FISCAL NOTE

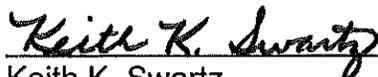
JURISDICTIONAL TRANSFER AGREEMENT  
FOR COUNTY TRUNK HIGHWAY E  
(North of County Trunk Highway DR)

This ordinance authorizes the execution of a Jurisdictional Transfer Agreement in accordance with the adopted Jurisdictional Highway Systems Plan, which will transfer a portion of County Trunk Highway "E" (a distance of 2.5 miles) to the Town of Delafield.

The agreement requires the County to fund and complete a project to rehabilitate and improve CTH E from CTH DR to CTH KE per the plans and specifications as bid, as well as unforeseen costs not a part of the bid including, but not limited to hazardous material removal/mitigation. Funding is available from existing capital project #9910 "C.T.H. "E", C.T.H. "DR" to C.T.H. "KE", with adopted appropriations of \$1.8 million.

The agreement includes the acceptance, by the Town, 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. According to Public Works Department staff, annual maintenance costs for the 2.5 miles of road are estimated at \$20,000. Cost increases are based on an average per mile for annual costs for all mileage in the County system; therefore budget and fiscal impacts are managed within the overall Highway Operations program budget and reviewed during the annual budget cycle for expenditure adjustments. The transfer is effective upon the Town Engineer's certification that the project has been completed in accordance with plans and specifications as bid.

This ordinance results in no additional 2001 budgetary impact, as no additional funding is being appropriated.



Keith K. Swartz  
Budget Manager

LGW

4/6/01

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156-0-005

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-04/24/01

(ORD) NUMBER-1560005

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

2 C. WILSON.....AYE  
4 D. MEISSNER.....AYE  
6 D. BROESCH.....AYE  
8 J. DWYER.....AYE  
10 P. HAUKOHL.....AYE  
12 J. WILLIAMS.....AYE  
14 J. LA PORTE.....AYE  
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.....AYE  
30 M. THOMAS.....AYE  
32 C. WICHGERS.....AYE  
34 R. SINGERT.....AYE

TOTAL AYES-33

TOTAL NAYS-00

CARRIED X

DEFEATED \_\_\_\_\_

UNANIMOUS X

TOTAL VOTES-33