

Enrolled 157-128
PROPOSED ORDINANCE-157-129

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2
3 TRANSFER JURISDICTION OF A PORTION OF COUNTY
4 TRUNK HIGHWAY "G" TO THE TOWN OF GENESEE
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7 WHEREAS Waukesha County owns and operates a county highway system, and

8
9 WHEREAS the County has endorsed the SEWRPC Highway Jurisdictional Plan-2010 which
10 recommends which level of government should be responsible for which highways in the county,
11 and
12

13 WHEREAS the County and the Town of Genesee have negotiated a Jurisdictional Transfer
14 Agreement covering a portion of C.T.H. G for transfer to the Town of Genesee.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
17 ORDAIN that the County Executive is authorized to execute the Jurisdictional Transfer
18 Agreement for a portion of County Trunk Highway "G" to the Town of Genesee, copies of
19 which are on file in the office of the County Clerk.
20

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

TRANSFER JURISDICTION OF A PORTION OF COUNTY
TRUNK HIGHWAY "G" TO THE TOWN OF GENESEE

Presented by:
Public Works Committee

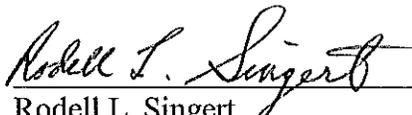

Richard L. Manke, Chair


James R. Behrend


Genia C. Bruce

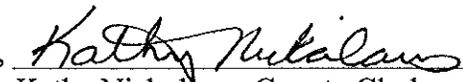

Hank Carlson

Absent
Karl Nilson


Rodell L. Singert


David W. Swan

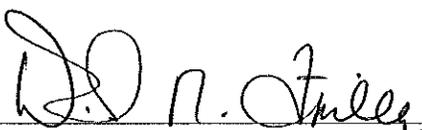
The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 3-28-2003 , 
Kathy Nickolaus , County Clerk

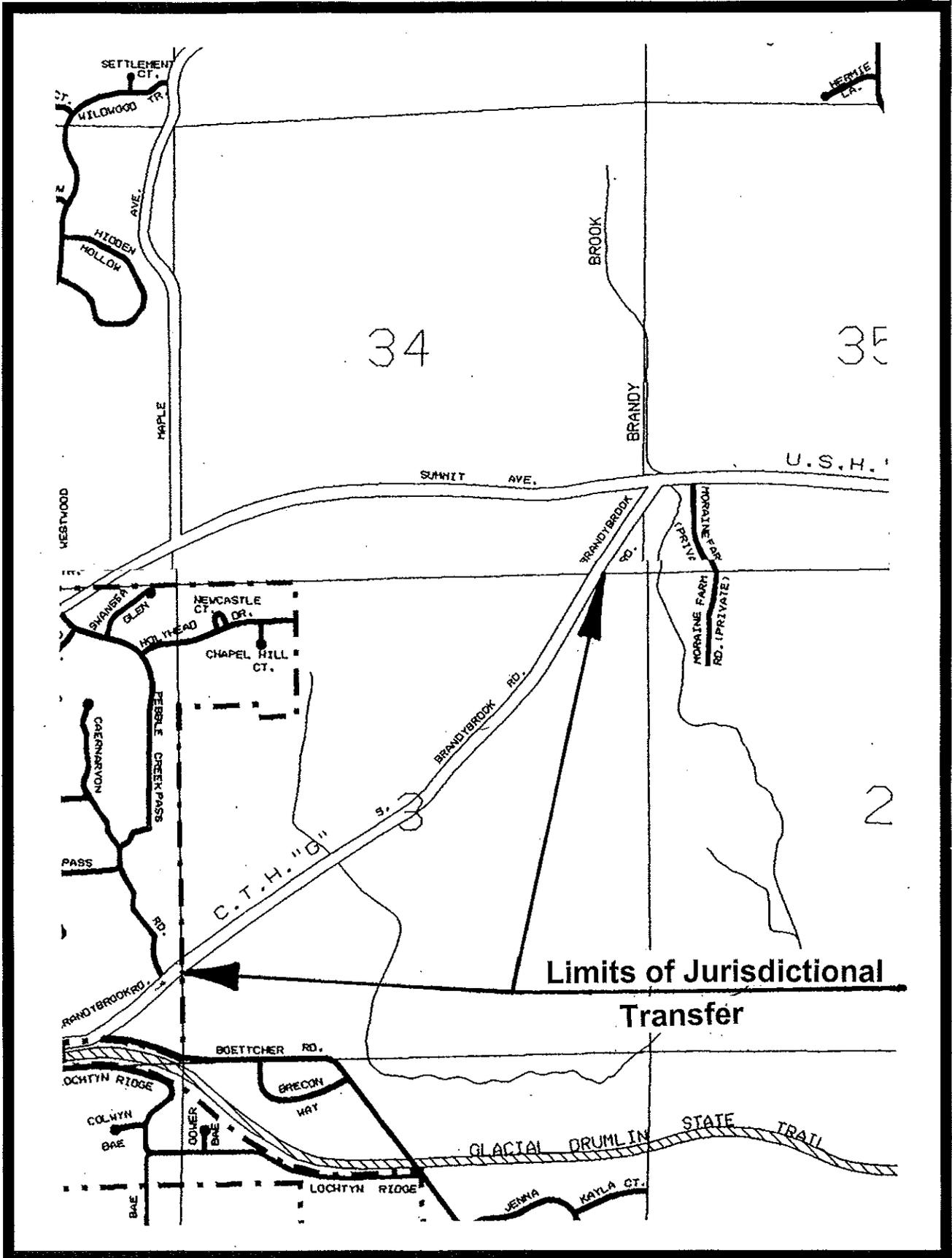
The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved:

Vetoed:

Date: 3-31-03 , 
Daniel M. Finley, County Executive

Jurisdictional Transfer C.T.H. "G"



JURISDICTIONAL TRANSFER AGREEMENT
FOR COUNTY TRUNK HIGHWAY "G"

THIS AGREEMENT, entered into this 10th day of February, 2003, by and between Waukesha County hereinafter call the County and the Town of Genesee hereinafter called the Town.

WITNESS THAT:

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 "G" from the north line of the Village of Wales, northerly to the Town of Delafield line, a distance of 0.62 miles to the Town.
2. The County agrees to transfer jurisdiction of that portion of the road above referenced.
3. 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, stormwater, snow and ice control, and traffic engineering (signs, signals, pavement markings).
4. 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.
5. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the County shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town, its officers, agents, employees and/or independent contractors relating to the ownership, operation, or maintenance of CTH G, or any other claim or asserted obligation regarding CTH G, regarding any period of time prior to the transfer of jurisdiction.
6. The County and Town agree that the County will fund a project to resurface CTH "G" within the specified transfer limits. In the event that the Town wishes to postpone the work until after the effective date of the transfer, the County agrees that it will still fund the project at that time. However, the project must be undertaken and completed prior to

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12/31/03. The method of work to include but not limited to pulverizing, shaping, compacting, placing a minimum of 3 ½ inches of asphaltic pavement and shouldering.

7. The Town agrees that it will accept the road upon the completion of the work to the Satisfaction of the Town Engineer cited above or the execution of the Agreement by both parties, whichever is sooner.
8. The Town agrees that as the recipient agency, it will notify all property owners along the roadway that a transfer of jurisdiction has occurred and the proper contacts for issues related to roadway maintenance.

APPROVED

TOWN OF GENESEE

By Sharon L. Lair

Title TOWN CHAIRMAN

WAUKESHA COUNTY

By _____

Title _____

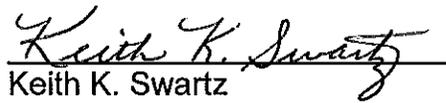
FISCAL NOTE

TRANSFER JURISDICTION OF HIGHWAYS WITH TOWN OF GENESEE

This ordinance authorizes the execution of a highway jurisdictional transfer agreement with the Town of Genesee, which transfers 0.62 miles of County Trunk Highway G from the County to the Town.

The agreement requires the County to fund the rehabilitation of the subject road prior to December 31, 2003. The Public Works Department staff estimate the rehabilitation cost for this section of highway at approximately \$75,000, and will fund the associated costs from existing budget appropriations in the repaving program capital project (9715).

The agreement includes the acceptance by the Town of all costs for ongoing maintenance and repairs. Based on Public Works department average 2003 operating cost per mile of all roads in the County system, the estimated annual savings would be approximately \$6,400, which will be factored into the Department's 2004 and future years County Highway operations budget request.


Keith K. Swartz
Budget Manager

LGW
03/06/2003
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6.

V

DATE-03/25/03

(ORD) NUMBER-1570132

- 1 K. HERRO.....AYE
- 3 D. STAMSTA.....AYE
- 5 J. MARCHESE.....AYE
- 7 J. JESKEWITZ.....AYE
- 9 P. HAUKOHL.....AYE
- 11 K. HARENDA.....AYE
- 13 J. MORRIS.....
- 15 D. SWAN.....AYE
- 17 J. BEHREND.....AYE
- 19 M. SONNENTAG.....
- 21 W. KOLB.....AYE
- 23 P. PRONOLD.....AYE
- 25 K. CUMMINGS.....AYE
- 27 D. PAULSON.....AYE
- 29 M. THOMAS.....AYE
- 31 V. STROUD.....AYE
- 33 D. PAVELKO.....AYE
- 35 C. SEITZ.....AYE

- 2 R. THELEN.....AYE
- 4 H. CARLSON.....AYE
- 6 D. BROESCH.....AYE
- 8 J. DWYER.....AYE
- 10 S. WOLFF.....AYE
- 12 J. GRIFFIN.....AYE
- 14 J. LA PORTE.....AYE
- 16 R. MANKE.....AYE
- 18 D. FANFELLE.....AYE
- 20 M. KIPP.....AYE
- 22 G. BRUCE.....AYE
- 24 A. SILVA.....AYE
- 26 S. KLEIN.....AYE
- 28 P. JASKE.....AYE
- 30 K. NILSON.....AYE
- 32 P. GUNDRUM.....AYE
- 34 R. SINGERT.....AYE

TOTAL AYES-33

TOTAL NAYS-00

CARRIED X

DEFEATED _____

UNANIMOUS X

TOTAL VOTES-33