

STATE HIGHWAY CHANGE
AND
JURISDICTIONAL TRANSFER AGREEMENT 283

PERTAINING TO USH 18
WAUKESHA BYPASS
MEADOWBROOK ROAD FROM NORTHVIEW DRIVE TO I-94
USH 18 FROM MEADOWBROOK ROAD TO GREENMEADOW DRIVE
USH 18 FROM MANHATTAN DRIVE TO WOLF DRIVE/USH 164
CITY OF WAUKESHA, WAUKESHA COUNTY

The Wisconsin Department of Transportation has established a project that relocates USH 18 as a bypass within Waukesha County. As a result of this project, the Wisconsin Department of Transportation has determined existing USH 18 between CTH TT and STH 164 will no longer function as a state trunk highway.

Thus in accordance with the Wisconsin State Statute 84.02(3), Statute 84.02(8), Statute 84.295(7), the Wisconsin Department of Transportation (DEPARTMENT) and the City of Waukesha, Waukesha County, Wisconsin (CITY) hereby agree to the following terms for the transfer of jurisdictional ownership of this agreement.

SECTION I
FACILITIES TO BE JURISDICTIONALLY TRANSFERRED TO THE
DEPARTMENT

The following facilities will be jurisdictionally transferred to the DEPARTMENT from the CITY as part of, and subject to the conditions in this agreement.

Roadway Facilities

Segment 1 - Meadowbrook Road From Northview Drive To I-94

Meadowbrook Road from the southerly turning radius of its intersection with Northview Road to the southern turning radius of its intersection with the southerly on/off ramps of I-94, a distance of approximately 0.75 miles located in Township 7 North, Range 19 East Sections 29, and 30 City of Waukesha, Waukesha County. This is referenced as Segment 1 on Attachment 1.

Structure Facilities

All structures located within the segment as identified as Segment 1 in Attachment 1.

Rights-of-Way and Access Control

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Wis/DOT-CITY of Waukesha
Hwy. 18 (Waukesha Bypass)

All highway access control and easements pertaining to said right-of-way within Segment 1 in Attachment 1.

SECTION II
FACILITIES TO BE JURISDICTIONALLY TRANSFERRED TO THE CITY

The following facilities will be jurisdictionally transferred to the CITY from the DEPARTMENT as part of, and subject to the conditions in this agreement.

Roadway Facilities

Segment 2- USH 18 From Meadowbrook Road To Greenmeadow Drive

USH 18 from the eastern turning radius of its intersection with Meadowbrook Road to its eastern turning radius with Greenmeadow Drive a distance of approximately 1.2 miles located in Township 7 North, Range 19 East Sections 31, 32, and 33 City of Waukesha, Waukesha County. This is referenced as Segment 2 on Attachment 1.

Segment 3- USH 18 From Manhattan Drive To Wolf Drive/USH 164

USH 18 from the westerly turning radius of Manhattan Drive to its westerly turning radius with Wolf Drive/USH 164, a distance of approximately 0.3 miles located in Township 7 North, Range 19 East, Sections 35 and 36 City of Waukesha, Waukesha County. This is referenced as Segment 3 on Attachment 1.

Structure Facilities

All structures located within the segment as identified as Segments 2 and 3 in Attachment 1.

Rights-of-Way and Access Control

All highway access control rights and easements pertaining to said right-of-way within Segments 2 and 3 in Attachment 1.

SECTION III
WINTER MAINTENANCE, SNOW AND ICE REMOVAL

The DEPARTMENT will be responsible for snow and ice removal on Meadowbrook Road from Northview Drive to I-94 after the actual transfer of jurisdiction. This is referenced as Segment 1 on Attachment 1.

The CITY will be responsible for snow and ice removal on USH 18 from Meadowbrook Road to Greenmeadow Drive after the actual transfer of jurisdiction. This is referenced as Segment 2 on Attachment 1.

The CITY will be responsible for snow and ice removal on USH 18 from Manhattan Drive to Wolf Drive/USH 164 after the actual transfer of jurisdiction. This is referenced as Segment 3 on Attachment 1.

SECTION IV
SYSTEM ROUTING AND NAMING CONVENTIONS

The DEPARTMENT will re-designate Segment 1 in Attachment 1 as Highway TBD.

The DEPARTMENT will designate the new West Waukesha Bypass south of USH 18 identified as Segment 4 in Attachment 1 as USH 18. Travelling east from CTH TT, USH 18 will run concurrently with STH 59 to S. East Ave. USH 18, STH 59 and STH 164 will then run currently to Arcadian/Greenfield Ave. USH 18 and STH 164 will then run concurrently to East Moreland Boulevard.

All of the aforementioned routing designations, roadway naming conventions, and signing alterations will occur no later than the opening of the new relocated USH 18 Waukesha Bypass.

Section V
WHEN JURISDICTIONAL TRANSFER IS TO OCCUR

If a No-Build Alternative is chosen, this Jurisdictional Transfer Document will become null and void.

By signing this agreement, the CITY has agreed to accept the jurisdictional transfer of ownership of all the segments in Section II. To clearly define winter maintenance responsibility, the actual transfer of jurisdiction shall occur by November 1st of the year the record of decision for the West Waukesha Bypass has been approved.

The DEPARTMENT will notify the CITY in writing when actual jurisdictional transfer of ownership will occur at least 30 days prior to that date.

Section VI
OTHER CONDITIONS

The DEPARTMENT will be responsible for:

If a Preferred Build Alternative is in the approved Record of Decision, the DEPARTMENT will adjust the SE Region 6 Year Program to fund the construction of Segment 4 within 48 months after the approval of the Record of Decision. Currently, Segment 4 is tentatively scheduled for construction in 2014. This construction date is based on a preferred build alternative being selected and the estimated date of 2013 for the approval of the Record of Decision.

If a No-Build Alternative is chosen, this Jurisdictional Transfer Agreement will become null and void.

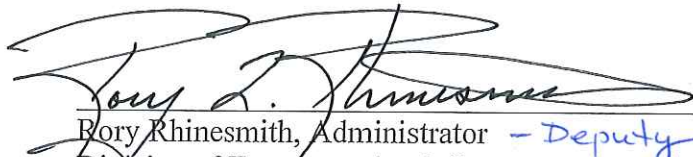
SECTION VII
SIGNATURES AND INDICATION OF FINAL ACCEPTANCE AND
AGREEMENT TO ALL TERMS

Signatures in the places noted below, hereby constitute final agreement to, and acceptance of, all items contained in this document by the COUNTY and DEPARTMENT.

Upon agreement by both parties, written amendment(s) may be negotiated to modify this agreement.

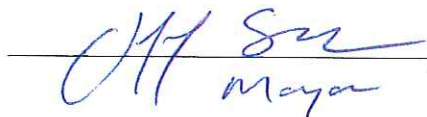
Signatures in the places noted below, hereby constitute final agreement to, and acceptance of, all items contained in this document by the CITY and DEPARTMENT.

For the DEPARTMENT


Rory Rhinesmith, Administrator - Deputy
Division of Transportation Infrastructure Development,
Wisconsin Department of Transportation

10-30-2013
Date

For the CITY:


Mayor

5-13-13
Date


City Clerk, Treasurer

5-13-13
Date

ATTACHMENT #1

