

JURISDICTIONAL TRANSFER AGREEMENT
FOR COUNTY TRUNK HIGHWAY D

THIS AGREEMENT, entered into this XX day of XXXX, 2024 by and between Waukesha County (“the County”) and the City of Waukesha (“the City”).

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

WHEREAS, County Trunk Highway D (“CTH D”) runs concurrent with East Broadway within the City of Waukesha between North Racine Avenue and the east city limit and functions as a residential city street; and

WHEREAS, Section 83.025(1)(a), Wisconsin Statutes, permits a County Board to make deletions from the County Trunk Highway System with the approval of the Wisconsin Department of Transportation (“WDOT”) and the governing body of the city, village or town in which the proposed deletion is located; and

WHEREAS, the County and the City desire to delete a portion of County Trunk Highway D (“CTH D”) from the County Trunk Highway System within the City as more specifically described below and transfer jurisdiction over it to the City on the terms set forth below.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The County agrees to delete the portion of CTH D from North Racine Avenue, easterly to a point 725-feet east of South Porter Avenue, a distance of 0.62-miles (the “Deleted Segment”) from the County Trunk Highway System and to transfer jurisdiction of the Deleted Segment to City.
2. The City consents to the deletion of the Deleted Segment from the County Trunk Highway System and agrees to accept transfer of jurisdiction of the Deleted Segment.
3. The City agrees that upon acceptance, it will assume all costs related to the maintenance of the Deleted Segment including, but not limited to driving surface, shoulders, curb and gutter, stormwater, snow and ice control and traffic engineering (signs, signals, pavement markings and structures (bridges and culverts).
4. The City agrees that upon acceptance, it will assume responsibility for all permits for work within the highway right of way including driveway and utilities.
5. The County agrees to indemnify and hold the City harmless from any and all claims that may arise out of the County's ownership, operation and maintenance of the Deleted Segment for the period of time prior to the transfer. Notwithstanding the

foregoing, nothing herein shall in any way constitute a waiver by the County of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to the County under Section 893.80, Wis. Stats., or any other applicable statute or law.

6. The City agrees that, as the recipient agency, it will notify property owners along the Deleted Segment that a transfer of jurisdiction has occurred and provide the proper contacts for issues related to roadway maintenance.
7. The County and the City acknowledge that consent and approval of the WDOT is required for the above-referenced transfer of jurisdiction and shall work together to obtain this consent and approval.
8. The transfer of jurisdiction shall be effective upon execution of this agreement by both parties and final approval by the WDOT.
9. The County and the City acknowledge that the execution of this Jurisdictional Transfer Agreement has been authorized by their respective governing bodies.

APPROVED:

CITY OF WAUKESHA

By: _____
Shawn N. Reilly, Mayor

Dated: _____

Attest: _____
Gina Kozlik, Clerk/Treasurer

Dated: _____

WAUKESHA COUNTY

By: _____
Paul J. Farrow, County Executive

Dated: _____