

JURISDICTIONAL TRANSFER AGREEMENT
FOR SILVERNAIL ROAD

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 safety areas extending from Runway 10-28 at the Waukesha County Airport are not in conformance with the design standards established by the Federal Aviation Administration (FAA); and

WHEREAS, the FAA has issued Order 5200.8, Runway Safety Area Program which represents a national directive to correct non-compliant runway safety areas (RSAs), indicating a federal policy change in which waivers will no longer be acceptable; and

WHEREAS, through a review of alternatives analyzed in the environmental process, the realignment of Silvernail Road was determined to be the only practicable and feasible alternative for providing the separation distances necessary for correcting the runway safety areas on both ends of the runway while also maintaining existing runway length; and

WHEREAS, a Finding of No Significant Impact (FONSI) was issued by the FAA for the realignment of Silvernail Road and other related actions; and

WHEREAS, Section 83.025(1)(a), Wisconsin Statutes, permits a County Board to make additions to 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 addition is located; and

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

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

1. The County agrees to add the portion of Silvernail Road from CTH T (N. Grandview Boulevard), easterly to CTH JJ (Blue Mound Road), a distance of 1.18-miles (the “Added Segment”) and agrees to accept transfer of jurisdiction of the Added Segment to the County Trunk Highway System.

2. The City consents to transfer of jurisdiction of the Added Segment to the County.
3. The County agrees that upon acceptance, it will assume all costs related to the maintenance of the Added Segment including, but not limited to driving surface, curb and gutter, stormwater, snow and ice control and traffic engineering (signs, signals, pavement markings and structures (bridges and culverts)).
4. The County 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 City agrees to indemnify and hold the County harmless from any and all claims that may arise out of the City's ownership, operation and maintenance of the Added Segment for the period of time prior to the transfer.
6. The County agrees that, as the recipient agency, it will notify property owners along the Added 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 Department of Transportation.
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: _____ Dated: _____
Shawn N. Reilly , Mayor

Attest: _____ Dated: _____
Gina Kozlik, Clerk/Treasurer

WAUKESHA COUNTY

By: _____ Dated: _____
Paul J. Farrow, County Executive

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