

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
STATE TRUNK HIGHWAY JURISDICTIONAL
TRANSFER AGREEMENT
COUNTY TRUNK HIGHWAY KR
KENOSHA AND RACINE COUNTIES

April ____, 2018

THIS STATE TRUNK HIGHWAY JURISDICTIONAL TRANSFER AGREEMENT (this "Agreement"), contains the agreements of the Wisconsin Department of Transportation (the "DEPARTMENT") and Kenosha County ("Kenosha") and Racine County ("Racine") (collectively, the "COUNTIES"), together with the DEPARTMENT, collectively the parties ("Parties").

WHEREAS, the DEPARTMENT has proposed to the COUNTIES a change to a segment of the State Trunk Highway System whereby the COUNTIES will transfer jurisdiction of a segment of County Trunk Highway KR ("CTH KR Segment") to the DEPARTMENT, to allow the DEPARTMENT to construct a highway improvement project (the "Project") on the CTH KR Segment;

WHEREAS, upon completion of the Project, the DEPARTMENT will transfer jurisdiction of the CTH KR Segment back to the COUNTIES;

NOW, THEREFORE, the Parties agree as follows:

A. Statutory Authority of State Highway Jurisdictional Transfers

- (1) All determinations and decisions herein and hereafter described are made in accordance with Section 84.02(8), Wisconsin Statutes, whereby the DEPARTMENT may make additions or deletions to the State Trunk Highway System by entering into a jurisdictional transfer agreement with any local unit of government, and which agreement may contain any terms and conditions that the DEPARTMENT and the local unit of government may deem necessary regarding maintenance or rehabilitation of any highway transferred.

B. Determination and Description of Local Highway Segment to be Transferred to the Department as a State Trunk Highway

- (1) The DEPARTMENT hereby finds, determines, and makes this decision that the public good will best be served by temporarily adding to the State Trunk Highway System the following segment of highway described as:

(a) CTH KR Segment

- i. Beginning at the West I-94 Frontage Road in the Town of Yorkville/Town of Paris, continuing generally easterly to Old State Trunk Highway 31 a/k/a Old Green Bay Road. CTH KR Segment is further depicted on Attachment 1 of this Agreement, and shall include the intersection of Old State Trunk Highway 31 and CTH KR. Further, the DEPARTMENT shall be responsible for the installation of traffic signals at that intersection as well as all necessary cable/wiring. In conjunction with the Kenosha Highway Commission and Racine Highway Commission, COUNTIES will be responsible for any improvements beyond the limits of the project.
- ii. The DEPARTMENT shall be responsible for all costs associated with implementing all necessary road design and construction to meet development requirements of the Project for CTH KR Segment as generally depicted on Attachment 2 to this Agreement, except as expressly set forth in this subsection. Development requirements of the Project shall include, but not be limited to, a minimum of two eastbound and two westbound vehicular travel lanes. Additionally, upon completion of construction all intersections will perform at Level of Service (LOS) C or better. The COUNTIES shall equally split, and reimburse to the DEPARTMENT, the increased cost to construct (but not costs to design) that portion of the CTH KR Segment between State Trunk Highway 31 to Old State Trunk Highway 31 as a four-lane road versus a two-lane road with acceleration and deceleration lanes. The DEPARTMENT shall provide the COUNTIES an estimate of such cost-differential before commencing the work, and reimbursement shall be due from the COUNTIES based on actual construction costs expended by the DEPARTMENT.
- iii. The DEPARTMENT shall be responsible for all costs associated with design and construction of a 10-foot multi-use path along the south and north side of CTH KR between West Frontage Road and 90th Street, and a 10-foot multi-use path on one side of CTH KR between 90th Street and Old State Trunk Highway 31.

- iv. The Parties shall make every effort to work with the Village of Mount Pleasant (the "Village") and/or the Racine Water Utility in designing the location and cost of any new water or sewer mains. The Parties shall attempt to identify savings that can be applied to the permanent reconstruction of the CTH KR Segment by allowing utilities to utilize temporary and safe repairs to the roadway.
- v. The CTH KR Segment shall be built to design standards to accommodate a posted speed of 45 MPH.
- vi. Design for the portion of the CTH KR Segment between 90th Street and Old State Trunk Highway 31 will be provided to the COUNTIES for review and comment before the DEPARTMENT will begin construction of this portion.

C. Effective Dates of Change

- (1) The effective date for the determination action of the addition to the State Trunk Highway System is the DEPARTMENT signature date, below.
- (2) The effective date for the addition to the State Trunk Highway System of the CTH KR Segment shall be May 1, 2018.
- (3) This Agreement shall be in effect until the responsibilities described herein are fulfilled as determined by the DEPARTMENT. The DEPARTMENT shall provide thirty (30) days written notice to the COUNTIES prior to returning jurisdiction of the CTH KR Segment to the COUNTIES. The CTH KR Segment will remain under DEPARTMENT jurisdiction until substantial completion of the Project and until such time as the CTH KR Segment has been built to the development requirements described in Section B(1)(a)ii as well as a multi-use path as described in Section B(1)(a)iii. Upon fulfillment of the obligations herein by the Parties as determined by the DEPARTMENT, the jurisdiction of the CTH KR Segment shall be transferred back to the jurisdiction of the COUNTIES as jurisdiction existed prior to this Agreement.

CI. Other Considerations

(1) RIGHT-OF-WAY

- (a) No right-of-way shall be conveyed to the DEPARTMENT as part of this Agreement.
- (b) Except as set forth in Subsection (1)(e) below, the COUNTIES shall take full responsibility to acquire all rights-of-way the DEPARTMENT deems necessary for development of the Project, a general depiction of which is attached as Attachment 3, and within time to meet the DEPARTMENT's

Project schedule. The Parties shall make every effort to minimize right-of-way acquisition costs, including avoiding relocation expenses to the maximum extent.

- (c) Unless otherwise agreed by the COUNTIES in writing, Racine shall acquire all necessary right-of-way in Racine as generally depicted on Attachment 3, at its cost, and Kenosha shall acquire all necessary right-of-way in Kenosha as generally depicted on Attachment 3, at its cost.
- (d) The COUNTIES agree that there is a need to align 72nd Avenue with 90th Street to form an intersection on CTH KR. Kenosha shall acquire all land and bear all costs necessary to accomplish this realignment of 72nd Avenue no later than January 1, 2020.
- (e) The Parties acknowledge that the Village will acquire all right-of-way for the portion of CTH KR Segment from I-94 to CTH H, as generally depicted on Attachment 3.

(2) ACCESS

- (a) No access rights will be conveyed as part of this Agreement. The COUNTIES will maintain control over access rights, where owned. The DEPARTMENT will have control over access permitting on the CTH KR Segment for as long as the CTH KR Segment is a state highway. The DEPARTMENT and COUNTIES agree to develop a long-range access management vision of the corridor. This plan's intent is to be used as a comprehensive and collaborative tool for evaluation of future access requests as development and redevelopment occurs adjacent to the CTH KR corridor.

(3) UTILITIES AND OTHER NON-ACCESS PERMITS

- (a) The COUNTIES will continue to be responsible for all utility permitting activities within CTH KR right-of-way. Due to the unique nature of this project, the COUNTIES shall be responsible for the cost of compensable utility moves for the CTH KR Segment. Except as described in this section, Racine shall be responsible for the cost of compensable utility moves within Racine County, and Kenosha shall be responsible for the cost of compensable utility moves within Kenosha County. Racine shall pay actual costs due to the American Transmission Company for compensable moves in 2018 (currently estimated at \$125,000). Those compensable costs not directly occurring within one County shall be split equally between the COUNTIES. All compensable costs are subject to any additional agreements between the COUNTIES and any impacted utilities.

- (b) Leading up to and during construction of the Project, the COUNTIES will submit all utility permit applications to the DEPARTMENT for prior approval to ensure utility facilities do not conflict with the Project design and construction activities.

(4) ROUTINE HIGHWAY MAINTENANCE RESPONSIBILITIES

- (a) The COUNTIES will continue to be responsible for routine highway maintenance, including without limitation, minor roadway maintenance, ditch and clear area maintenance, winter maintenance, and snow and ice removal during such times as the highway is open to the public for its use. When closed to the public use for construction activity, the DEPARTMENT shall be responsible for any required routine maintenance.
- (b) The DEPARTMENT shall provide the COUNTIES lump sum payments in an amount equal to the General Transportation Aids (GTAs) for which the COUNTIES would otherwise be eligible under Section 86.30, Wisconsin Statutes. The lump sum payment for maintenance will be made on an annual basis after GTAs are determined. The COUNTIES, or each individually, may request in writing that said payment be credited to other amounts owing the DEPARTMENT.

(5) SYSTEM ROUTING AND NAMING CONVENTIONS

- (a) The DEPARTMENT will not redesignate or rename highways segments under this Agreement.

(6) REHABILITATION/RECONSTRUCTION TREATMENTS

- (a) All roadways and structures included in the jurisdictional transfer will be transferred “as-is” from the COUNTIES to the DEPARTMENT, and upon fulfillment of the obligations in this Agreement, all roadways and structures included in the jurisdictional transfer will be transferred “as-is” from the DEPARTMENT to the COUNTIES.

(7) ENSURING PARITY

- (a) The DEPARTMENT shall be responsible, upon the completion of the Project, for ensuring that a lane mileage recalculation is completed in order to ensure that parity between the COUNTIES is maintained, and the 1966 agreement can be updated to reflect any changes. The 1966 agreement must be updated to include such changes before the CTH KR Segment is transferred back to the respective COUNTIES’ jurisdiction.

(8) REPLACEMENT IN-KIND RECONSTRUCTION

- (a) Kenosha and the DEPARTMENT agree that CTH A from I-94 frontage road to CTH H, and CTH H from CTH A to CTH KR will be utilized for construction related traffic for the duration of construction activity on I-94 and the build out of local infrastructure. As a result, it is anticipated that those roadways will need to be reconstructed in-kind. The DEPARTMENT agrees to compensate Kenosha in a lump-sum payment for the estimated cost of the in-kind reconstruction upon completion of the Project, but at a date no later than December 31, 2020. The estimated cost of the in-kind replacement is the \$7.52 million contained in Attachment 4 of this Agreement. Kenosha hereby relieves the DEPARTMENT of any reconstruction obligations on these roadways that would otherwise be required under Section 84.20, Wisconsin Statutes assuming receipt of such payment. Kenosha can determine how to reconstruct these roadways after their use for construction traffic for the Project ends.
- (b) Any rerouting from the I-94 project onto other County Trunk Highways or town roads under the jurisdiction of the COUNTIES not referenced above shall be followed by repairing, resurfacing and restriping of the effected roadways by and at the expense of the DEPARTMENT to the extent such obligations arise under Section 84.20, Wisconsin Statutes.

(9) STORMWATER MANAGEMENT CONCERNS

- (a) The Parties shall cooperate to address stormwater concerns with the objective of avoiding an increase in the 50-percent-annual-probability (two year recurrence interval) peak flood flows and the 1-percent-annual-probability (100-year-recurrence interval) peak flood flows in Kilbourn Road Ditch and affected tributaries and the Pike River and affected tributaries. The Parties have requested the Southeastern Wisconsin Regional Planning Commission to undertake stormwater studies in the DesPlaines River and Pike River watersheds, and the parties shall work cooperatively to address any concerns identified in such studies. The COUNTIES also shall organize and invite the DEPARTMENT and the Village to participate in discussions to address stormwater concerns arising from the project prior to commencement, during, and following construction of the CTH KR Segment.
- (b) The DEPARTMENT's obligations under this section are limited to construction of the CTH KR Segment in accordance with DEPARTMENT standards and in compliance with applicable state laws and its cooperative agreement with the DNR.

(10) ROADWAY LIGHTING

- (a) Kenosha requests that light pollution be minimized with any roadway lighting along the CTH KR Segment.
- (b) Upon the execution of an operations and maintenance agreement between the COUNTIES and the Village, the DEPARTMENT shall design and construct, at DEPARTMENT cost, continuous street lighting for the CTH KR Segment.

(11) TRAFFIC SIGNALS SYNCHRONIZATION

- (a) The DEPARTMENT will also coordinate the investigation, design and implementation of "Smart/Adaptive Traffic Light Signalization" for the sections/intersections of CTH KR to be reconstructed by the DEPARTMENT. This will include the installation of the infrastructure necessary to enable system functionality, presumed to include fiber-optic linkage of all intersections. This system shall be completed prior to transfer of the CTH KR Segment back to the COUNTIES.

(12) ROADWAY ENHANCEMENTS

- (a) The COUNTIES shall assume sole responsibility and all costs for planning, implementing, and completing any decorative upgrades or enhancements desired in, or surrounding, the CTH KR Segment.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date hereinabove indicated.

Date: April ____, 2018

**COUNTY OF RACINE,
WISCONSIN**

Jonathan Delagrave, County Executive

Date: April ____, 2018

**COUNTY OF KENOSHA,
WISCONSIN**

Jim Kreuser, County Executive

Date: April ____, 2018

**WISCONSIN DEPARTMENT OF
TRANSPORTATION**

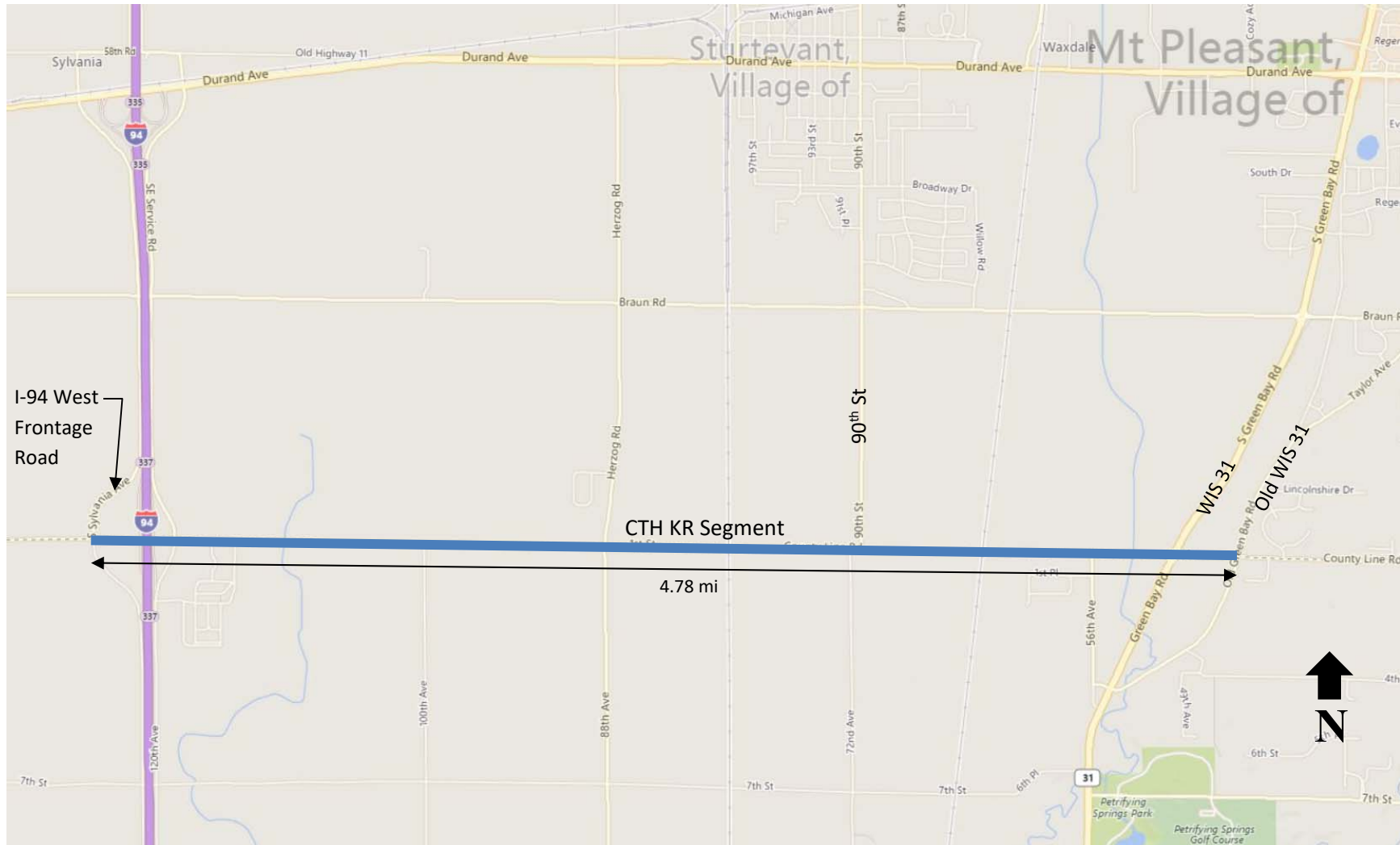
Joe Nestler, DTSD Administrator

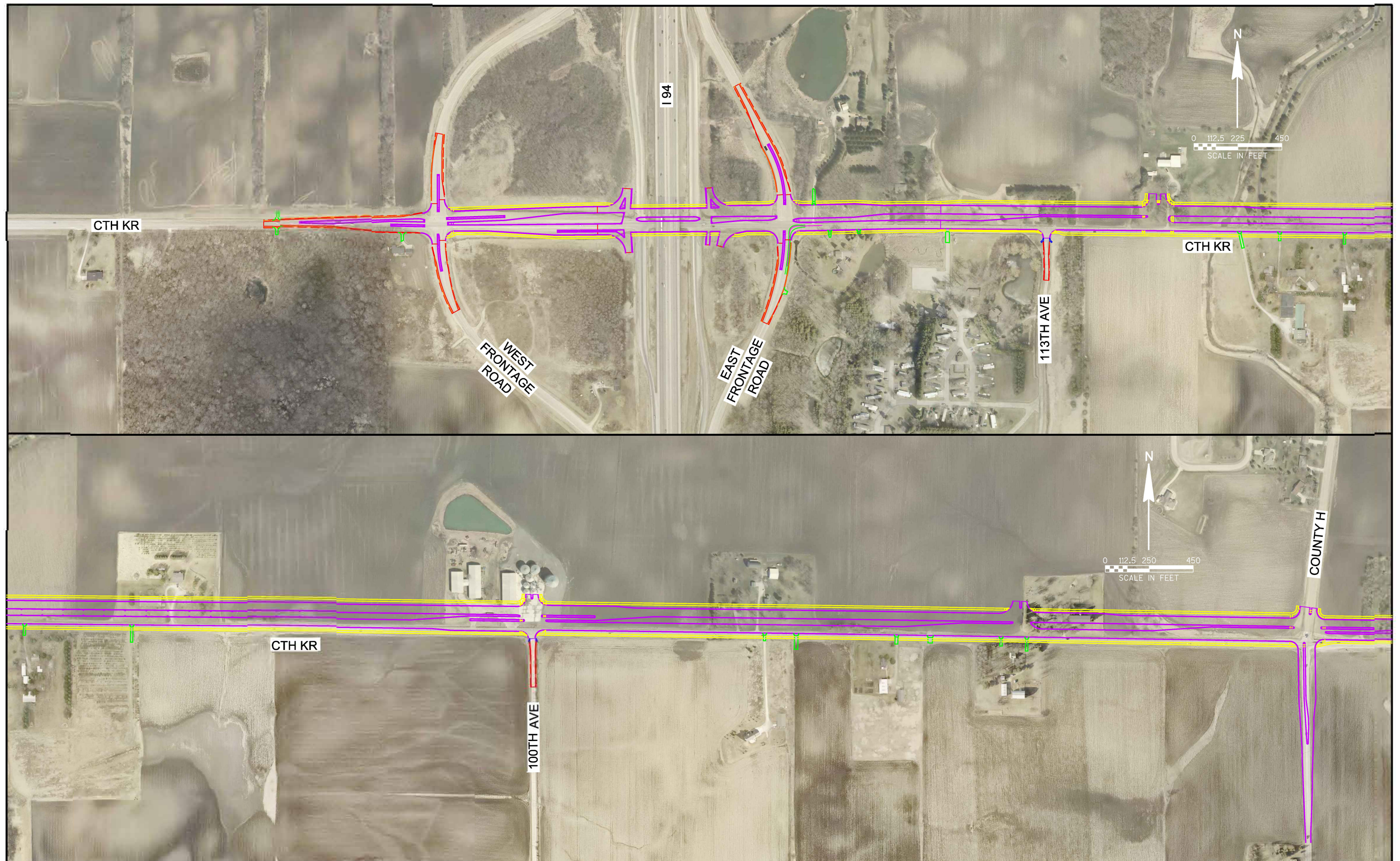
Attachment 1

CTH KR

Kenosha and Racine Counties

JTA #FC-03











CTH KR (CTH H to Old STH 31)

3/23/18

CTH KR Approximate R/W Required (Acres)		
Alternatives	Minimize Impacts Alt.	
	Racine Co.	Kenosha Co.
CTH H to 90th St.	17	7
90th St. to Old STH 31	9	9
TOTAL (CTH H to old STH 31)	26	16
TOTAL-Racine & Kenosha Co.'s	42	

CTH KR Anticipated Relocations

Alternatives	Minimize Impacts with a Shared Driveway and Retaining walls			
	Racine Co.		Kenosha Co.	
	Res.	Comm.	Res.	Comm.
CTH H to 90th St.	3	-	-	-
90th St. to Old STH 31	4	-	0	0
TOTAL (CTH H to Old STH 31)	7	0	0	0
TOTAL-Res. & Comm.	7		0	
TOTAL-Racine & Kenosha Co.'s	7			

Attachment 4

CTH A & CTH H CONCEPTUAL ESTIMATES COMPARISON 2-LANE RECONSTRUCTION				
Roadway	Roadway Length (Miles)	2018 Construction	2023 Construction (10% Inflation)	Comments
CTH A	1.90	\$2,986,000	\$4,809,000	
CTH H	1.09	\$1,683,000	\$2,711,000	
Total	2.99	\$4,669,000	\$7,520,000	