

**INTERGOVERNMENTAL**  
**JURISDICTIONAL TRANSFER AGREEMENT**

Whereas, this is an Intergovernmental Jurisdictional Transfer Agreement between the City of Menasha ("City"), the Town of Harrison ("Town"), the Village of Harrison ("Village"), collectively ("the municipalities"), and Calumet County ("County"), collectively ("the parties"), and;

Whereas, Section 83.025(1)(a) Wis. Stats. allows a county to make deletions from a county trunk system with the approval of the Wisconsin Department of Transportation and the majority of the governing bodies of any city, village or town affected by the deletion from a county trunk system; and,

Whereas, the parties desire to delete a portion of CTH LP within the City, Village and Town, and as more specifically described below from the county trunk highway system and transfer it to the City, Village and Town system;

Whereas, the parties agree that this Agreement promotes an organized approach to traffic planning for the entire region that is in the best interests of all municipalities, the county, and the motoring public;

Now, Therefore, the parties agree as follows:

**I. CONSTRUCTION OF CTH LP**

A. The County will bear municipal portion of the cost for the re-construction of CTH LP with the balance to be paid through State and Federal funds.

**B. Sidewalks and trails:**

1. Sidewalks. The City, Village and Town agree that sidewalks that are in existence or to be constructed on CTH LP shall be maintained pursuant to Wis. Stat. 66.0907 by the respective municipality in which the sidewalk is located upon the Jurisdictional Transfer of CTH LP. Under no circumstances shall the County be responsible for maintenance of any sidewalk constructed or in existence prior to the re-construction of CTH LP after the Jurisdictional Transfer. ~~Maintenance includes, but is not limited to snow and ice removal, and repair of the sidewalk.~~
2. Trails. The City, Village and Town agree that trails that are in existence or to be constructed on CTH LP shall be maintained by the respective municipality in which the trail is located upon the Jurisdictional Transfer of CTH LP. Under no circumstances shall the County be responsible for maintenance of any trail constructed or in existence prior to the re-construction of CTH LP after the

Jurisdictional Transfer. ~~Maintenance includes, but is not limited to snow and ice removal, repair and maintenance of the trail.~~

- C. The Intergovernmental Agreement between Calumet County and the Town of Harrison executed on October 29, 2009, which obligates the Town of Harrison to reimburse Calumet County for one-half (50%) of the costs associated in the purchase of W6505 Manitowoc Road and the razing of the buildings located thereon is incorporated by reference as if set forth in full.

## II. JURISDICTIONAL TRANSFER OF CTH LP:

- A. The jurisdictional transfer of CTH LP shall occur, subject to WI DOT approval, when the re-construction is completed on CTH LP from CTH AP (Midway Road) to USH 10/STH 114.
- B. ROUTE DESCRIPTION: Beginning at the intersection of CTH LP and CTH AP (Midway Road) south 1.44 miles to the intersection of CTH LP and US HWY 10/Wis. HWY 114.
- C. The County shall:
1. Remove all CTH LP route markers from the section of CTH LP described above, but will leave all other traffic control devices such as speed limit signs and no parking signs in place for use or disposal by the City, Village and Town.
  2. Upon execution of this Agreement and during the construction of CTH LP, make reasonable allowance for each municipality to make decisions regarding access control to CTH LP in each respective municipality, provided that any access control requests by a municipality do not affect the cost of construction, approved engineering and construction of CTH LP. If a municipality's request for access to CTH LP ~~during~~ during construction, but before the jurisdictional transfer is complete, will increase any cost to the County, the municipality has the option to pay the increased costs in order to facilitate the desired access to CTH LP or withdraw the request.
  3. Transfer jurisdiction of the existing segment of CTH LP as described above on a date mutually convenient to the municipalities following the completion of the construction described in Section I above, the approval of the Wisconsin Department of Transportation, and the opening to traffic after construction is completed.

- D. The City shall:

1. Accept jurisdiction, from the County, of CTH LP from US HWY 10/Wis. HWY 114 to Manitowoc Road west of the centerline, an approximate distance of 0.97 miles, or 5,122 lineal feet. The jurisdictional transfer includes, but is not limited to, all drainage structures (e.g. storm sewers, sanitary sewers or combination of both), lighting, signing, ~~traffic signals,~~ roadway maintenance, sidewalk maintenance, trail maintenance, and access control.
2. The jurisdictional transfer shall be at no cost to the City and City shall receive transportation aids commencing the day after the transfer is in effect.
- ~~3. Pursuant to TRANS 75.07(3), enter into a written agreement with the Wisconsin Department of Transportation to maintain sidewalks or trails as a condition of eligibility for state or federal funds appropriated under s 20.395 or 20.866 and shall provide a copy of said agreement to the County.~~

E. The Village shall:

1. Accept jurisdiction, from the County, of CTH LP from US HWY 10/Wis. HWY 114 to Manitowoc Road east of the centerline, an approximate distance of 0.97 miles, or 5,122 lineal feet. The jurisdictional transfer includes, but is not limited to, all drainage structures (e.g. storm sewers, sanitary sewers or combination of both), lighting, signing, ~~traffic signals,~~ roadway maintenance, sidewalk maintenance, trail maintenance, and access control.
2. The jurisdictional transfer shall be at no cost to the Village and the Village shall receive transportation aids commencing the day after the transfer is in effect.
- ~~3. Pursuant to TRANS 75.07(3), enter into a written agreement with the Wisconsin Department of Transportation to maintain sidewalks or trails as a condition of eligibility for state or federal funds appropriated under s 20.395 or 20.866 and shall provide a copy of said agreement to the County.~~

F. The Town shall:

1. Accept jurisdiction, from the County, of CTH LP from Manitowoc Road to Midway Road (CTH AP) east and west of the centerline, an approximate distance of 0.94 miles or 4,963 lineal feet. Accept jurisdiction, from the County, of a portion of CTH LP from US HWY 10/Wis. HWY 114 to Manitowoc Road west of the centerline, an

approximate distance of 0.14 miles, or 766 lineal feet. The jurisdictional transfer includes, but is not limited to, drainage structures (e.g. storm sewers, sanitary sewers or combination of both), lighting, signing, ~~traffic signals~~, roadway maintenance, sidewalk maintenance, trail maintenance, and access control.

2. The jurisdictional transfer shall be at no cost to the Town and the Town shall receive transportation aids commencing the day after the transfer is in effect.

~~3. Pursuant to TRANS 75.07(3), enter into a written agreement with the Wisconsin Department of Transportation to maintain sidewalks or trails as a condition of eligibility for state or federal funds appropriated under s 20.395 or 20.866 and shall provide a copy of said agreement to the County.~~

G. All parties acknowledge that the consent and approval of the Wisconsin Department of Transportation (WisDOT) is required for this jurisdictional transfer and agree to work together to obtain the consent and approval of WisDOT.

**SIGNATURE PAGE FOLLOWS**

**CALUMET COUNTY**

**CITY OF MENASHA**

BY: \_\_\_\_\_ (SEAL)  
Todd M. Romenesko  
County Administrator

BY: \_\_\_\_\_ (SEAL)  
Don Merkes  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

BY: \_\_\_\_\_ (SEAL)  
Deborah Galeazzi  
City Clerk

\_\_\_\_\_  
Dawn N. Klockow  
Corporation Counsel

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Pamela Captain  
City Attorney

**TOWN OF HARRISON**

**VILLAGE OF HARRISON**

BY: \_\_\_\_\_ (SEAL)  
Darlene Bartlein  
Town Chair

BY: \_\_\_\_\_ (SEAL)  
Jim Salm  
Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_ (SEAL)  
Jennifer Weyenberg  
Town Clerk

BY: \_\_\_\_\_ (SEAL)  
Jennifer Weyenberg  
Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Andy Rossmeissl  
Town Attorney

\_\_\_\_\_  
Andy Rossmeissl  
Village Attorney

