

**AGREEMENT FOR THE JURISDICTIONAL TRANSFER OF COUNTY HIGHWAY H
FROM THE VILLAGE OF PALMYRA TO 0.55 MILES SOUTHERNLY ON COUNTY
HIGHWAY H WITHIN THE VILLAGE OF PALMYRA AND THE TOWN OF
PALMYRA**

This Agreement (“Agreement”) is made and entered into by and among the County of Jefferson, a Wisconsin quasi-municipal corporation (“County”), the Village of Palmyra, a Wisconsin municipal corporation (“Village”), and the Town of Palmyra, a Wisconsin municipal corporation (“Town”), collectively referred to as (“the Parties”).

RECITALS

WHEREAS, the Parties wish to formalize the transfer of jurisdiction of a portion of County Highway H within the corporate limits of the Town and Village, more particularly described in Section 1, from the County to the Village and the Town; and

WHEREAS, the County will obtain permission from the Wisconsin Department of Transportation as required by sec. 83.025(1)(a), Wis. Stats., to delete the portion of County Highway H from its County trunk highway system after approval from all parties; and

WHEREAS, the Town consents to the Village taking jurisdiction over County Highway H (as defined below) within the corporate limits of the Town so long as the Village performs all construction, maintenance, and upkeep of County Highway H; and

WHEREAS, pursuant to Wis. Stat. § 66.0301 the Parties wish to formalize the jurisdictional transfer of the identified portion of County Highway H to the Village and Town;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the Parties do agree as follows:

AGREEMENT

1. Jefferson County will jurisdictionally transfer a portion of County Highway H to the Village of Palmyra and the Town of Palmyra. Beginning from the current termini of County Highway H with Main Street in the Village of Palmyra, a point approximately 0.12 miles south of the intersection of Main St and Carnage Way to the southern Village Limits, a distance of approximately 0.55 miles. Due to the current boundaries of the Town and Village, the following mileage will be added to their system totals in accordance with §86.302(1m)(b): *The Village will have an additional 0.25 miles of highway added to its system total as depicted in Exhibit 1. The Town will have an additional 0.33 miles of highway added to its system total as depicted in Exhibit 2.*
2. The Village and Town will take jurisdiction of County Highway H effective on the date the last approval is received. Upon taking jurisdiction of County Highway H, the Village and Town shall have full control and responsibility over County Highway H. Upon the jurisdictional transfer:

- a. All regulatory authority and responsibility of County Highway H shall be transferred to the Village and Town, including, but not limited to, all access rights and permitting control. The Village Police Department shall have jurisdiction over County Highway H.
 - b. Any State of Wisconsin or federal aid associated with County Highway H shall be transferred to the Village and Town upon completion of the transfer of jurisdiction.
 - c. Town shall transfer all received Wisconsin and federal aid associated with said length of County Highway H to Village.
 - d. The parties shall make State of Wisconsin levy adjustments to reflect the jurisdictional transfer.
3. The Village shall be responsible for all County Highway H maintenance (both areas of Village & Town jurisdiction), repairs, improvements, snowplowing, street sweeping, and any other responsibilities customary for maintaining a highway, including the portion of County Highway H located within the Town. The Village shall perform all these duties in accordance with its standards for Village streets.
4. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agenda, board, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
5. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
6. This Agreement may be amended in writing upon agreement by all parties.
7. This Agreement may be executed in one or several counterparts, which together shall constitute a single instrument.
8. The effective date of this Agreement shall be the date on which all parties have signed the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

JEFFERSON COUNTY

By: _____
Date

By: _____
Date

VILLAGE OF PALMYRA

TOWN OF PALMYRA

By: _____
Tim Gorsegner, Trustee President Date

By: _____
_____, Town Chair Date