

### **Proposed Budget Resolution Language**

WHEREAS, in certain instances, the Parks Division may receive grant funding that is in excess of the approved budget or originally awarded grant amount for a specific project; and

BE IT FURTHER RESOLVED, in instances when the Parks Division receives excess grant funding, the division is authorized to process the appropriate accounting and budget modifications necessary to accept and expend these funds on the project for which the initial grant funding was originally intended; and

WHEREAS, the County and the City of Kenosha have reached an agreement on the transferring of jurisdiction of a portion of County Trunk Highway H from 52<sup>nd</sup> Street to 65<sup>th</sup> Street, and;

WHEREAS, as memorialized in the Memorandum of Understanding (MOU) which is attached and incorporated by reference, the County will transfer and the City will accept full jurisdiction of and responsibility for the portion of County Trunk Highway H from 52<sup>nd</sup> Street to 65<sup>th</sup> Street, including the roadway and the traffic signals at the intersections of CTH H with 60<sup>th</sup> and 65<sup>th</sup> Streets; and

WHEREAS, that MOU calls for a declaration that the roadway to be transferred is a recorded highway, as that term is used in Section 82.01 (8), Wis. Stats., that has been worked by the County as a public highway in its current roadbed continuously for over sixty years; and

BE IT FURTHER RESOLVED, that the County Board hereby approves the MOU on the transfer of jurisdiction of a portion of County Trunk Highway H, as attached and incorporated by reference, fully transferring jurisdiction of and responsibility for the portion of County Trunk Highway H from 52<sup>nd</sup> Street to 65<sup>th</sup> Street, including the roadway and the traffic signals at the intersections of County Trunk Highway H and 60<sup>th</sup> and 65<sup>th</sup> Streets; and

BE IT FURTHER RESOLVED, that the County Board hereby declares and memorializes that the portion of roadway described in that MOU is a recorded highway, as that term is used in Section 82.01 (8), Wis. Stats., and has been worked by the County as a public highway in its current roadbed continuously for over sixty years; and



**Intergovernmental Agreement on Jurisdictional Transfer of Roadway  
By County of Kenosha, Wisconsin and City of Kenosha, Wisconsin  
For Part of County Trunk Highway "H"**

**I. Parties, Purpose, Authority, Consideration.**

**A. Parties.**

The County of Kenosha is a municipal corporation and a political subdivision of the State of Wisconsin having its principle offices located at 1010 - 56th Street, Kenosha, Wisconsin; it may be referred to as "the County" or "Kenosha County" hereinafter. The City of Kenosha is a municipal corporation having its principle offices located at 625 - 52nd Street, Kenosha, Wisconsin; it may be referred to as "City" hereinafter. Both parties are created and organized under the laws of the State of Wisconsin.

**B. Purpose.**

The parties enter this agreement to promote highway safety, improve roadway conditions, handle increased commercial truck traffic and encourage future economic development along a north-west corridor adjacent to the City's industrial park.

**C. Authority.**

The parties rely upon all the laws of the State of Wisconsin for authority to enter into this agreement, particularly Section 66.0301 of the Wisconsin Statutes on Intergovernmental Cooperation contracts.

**D. Consideration.**

The mutual promises set forth herein, and the benefit bestowed upon the public by this project, constitute the lawful consideration of this contract.

**E. Subject Highway.**

The highway that is the subject of this Intergovernmental Agreement Jurisdictional Transfer of Roadway is that portion of Kenosha County Trunk Highway "H" located between its juncture with 65<sup>th</sup> Street to its juncture with state trunk highway 158; expressly excluding the portions of CTH K that were the subject matter of an Intergovernmental Cooperative Agreement between these same parties dated March 28, 2012 and also expressly excluding any portion of STH 158; expressly including the traffic signals at the intersection of CTH H and 60<sup>th</sup> Street and the traffic signals to be installed under the terms of this agreement at the intersection of CTH H and 65<sup>th</sup> Street; this highway may be referred to as the "Transferred Highway." The Transferred Highway is a recorded highway, as that term is used in Subsection 82.01(8) of the Wisconsin Statutes, that has been worked by the County as a public highway in its current roadbed continuously for over sixty years prior to entry into this Intergovernmental Agreement Transfer of Roadway.

Transferred Highway includes all interest in the right of way acquired by the County through expressed dedications and through prescription by action of law. The Transferred Highway that is subject to acquisition of interest in the right of way through prescription by action of law, is more particularly described in Exhibit A and depicted in Exhibit B, which are attached hereto and made a part hereof. During the time that the County has worked the Transferred Highway, it has issued permits for others to occupy portions of the right of way, subject to the superior interests of the County in the right of way and subject to conditions that inure to the benefit of the County.

## II. Transfer of CTH "H", Duties and Obligations.

### A. Transfer of "H" and Duties and Obligations of the County of Kenosha.

1. The County of Kenosha hereby gives, devises, grants, and transfers ownership, control, authority, and jurisdiction of Transferred Highway, to the City of Kenosha and its successors and assigns forever, effective December 31, 2023, or five years after the County's installation of the traffic control signal lights at the intersection of CTH H and 65<sup>th</sup> Street, whichever is later. The Highway Commissioner will advise the Mayor and City Attorney in writing when the installation of the lights is complete and that date will control for purposes of determining the date of transfer under this paragraph. This transfer shall include all of the legal interests of the County in such land and roadway as those rights exist on the date of this agreement.

This transfer includes all rights of any kind relating to such Transferred Highway, and includes all rights to control the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway, whether the County obtained such rights by statute, regulation, permit, easement, deed, contract, permission or otherwise. In all other respects, the Transferred Highway is given in its current condition, "as is, with all faults", except as specifically set forth in this agreement.

2. The County warrants that it has no notice or knowledge of any conditions of the Transferred Highway that would subject the City to liability, specifically including, but not limited to, adverse environmental conditions.

3. The County will install at its cost and expense traffic control signal lights at the intersection of CTH H and 65<sup>th</sup> Street, and shall maintain them at its cost and expense until such time as the Transferred Highway is transferred, after which time all costs and expenses, including but not limited to maintenance, shall be the responsibility of the City. .

### B. Transfer of "H" and Duties and Obligations of the City of Kenosha.

1. Conditioned on the receipt of all applicable approvals from the state of Wisconsin, the City of Kenosha will accept the transfer of ownership, control, authority and jurisdiction the Transferred Highway, from the County of Kenosha effective December 31, 2023, or five years after the County's installation of the traffic control signal lights at the intersection of STH H and 65<sup>th</sup> Street, whichever is later, as determined above. Such Transferred Highway will be accepted on

an "as is, with all faults" basis, except as specifically set forth in this agreement. The City will accept all appurtenant rights, legal interests and responsibilities transferred by the County.

2. The City will perform all necessary maintenance and roadway improvements on the Transferred Highway, including the specifically included traffic signals, in the future. The City will hereafter be the legal authority to issue right of way permits and otherwise control and approve the location and relocation of utilities and other installations, structures or facilities within the right of way of the Transferred Highway. It is the intent of the County and the City that the County is transferring to the City all rights that the County has with respect to relocation of utilities that are existing in the right of way at the time of entry into this Intergovernmental Agreement Jurisdictional Transfer of Roadway.

### III. Obey All Laws; Savings Clause.

The County and the City each agree to abide by all applicable state, federal and local laws and regulations in connection to all acts related to this agreement. If any part of this agreement is deemed to be void or unenforceable by a court of competent jurisdiction, such part shall be deemed to be severable from the remaining terms of the agreement and shall not affect the validity of the balance of this agreement, if such interpretation can reasonably give effect to the main purpose and intent of the parties.

### IV. Duplicate Originals; Amendments in Writing.

Duplicate originals shall be signed and an original shall be delivered to each party. Any amendments to this agreement shall be in writing and signed with same formality as the original agreement.

Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2018.

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JIM KREUSER, Kenosha County Executive

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MARY T. KUBICKI, Kenosha County Clerk

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CLEMONT ABONGWA, Kenosha County Highway Commissioner

Dated at Kenosha, Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2018.

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JOHN M. ANTARAMIAN, Mayor for the City of Kenosha

DEBRA SALAS, Kenosha City Clerk/Treasurer

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