

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Highway

Department: Public Works and Development
Services

Proposal Summary (attach explanation and required documents):

Resolution to Approve an Inter-Government Agreement between Kenosha County, the Village of Salem Lakes and the Town of Randall Regarding the Jurisdictional Transfer of County Trunk Highway F.

Dept./Division Head Signature:  Date: 9/28/20

2. Department Head Review

Comments:

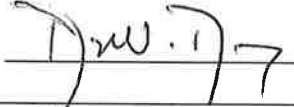
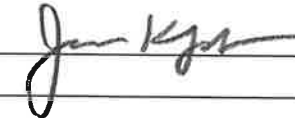
Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 9-28-20

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:   Date: 9/29/20

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature:  Date: 1/30/20

Kenosha



County

BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: A Resolution to Approve an Intergovernmental Agreement (IGA) with the Village of Twin Lakes and Town of Randall regarding Jurisdictional Transfer of Roadways and Alteration of Municipal Boundaries related to the CTH F Realignment Project.	
Original ☒ Corrected ☐ 2 nd Correction ☐ Resubmitted ☐	
Date Submitted: 10/5/20	Date Resubmitted:
Submitted by: Dept. Public Works - Highway Division	
Fiscal Note Attached No	Legal Note Attached ☐
Prepared by: Ray Arbet	Signature: 

WHEREAS, the CTH F Realignment Project is currently in construction, scheduled for completion in Spring 2021, and

WHEREAS, this Project includes construction activities and features located in both the Village of Twin Lakes and the Town of Randall, and

WHEREAS, when complete this Project creates several new roadway termination points and intersections for the original CTH F, Karow Road and Pond Road, and

WHEREAS, when complete there will also be remnant sections of the original CTH F that will no longer function as travel routes typical of County Trunk Highways, and

WHEREAS, in recognition of these new termination points, intersections and changes in use for sections of original CTH F, it became apparent it would be mutually beneficial for the Village, Town and County to discuss options for addressing these features in a manner that adds value to the affected communities, and

WHEREAS, the attached Intergovernmental Agreement (IGA) was developed as a result of these discussions and includes commitments from the Town, Village and County that are designed to simultaneously enhance the safety and functionality of the affected County and Municipal roads while adding value to community, and

WHEREAS, the commitments outlined in the IGA create the conditions necessary to apply for jurisdictional transfer of specific remnant sections of the original CTH F in a manner consistent with State of Wisconsin Departments of Transportation and Administration requirements, and

WHEREAS, a summary of the Village's and Town's obligations include adjusting municipal boundaries and accepting jurisdictional transfer of specific sections of the original CTH F, and

WHEREAS, a summary of the County's obligations includes resurfacing and completion of termination points for roads impacted by the CTH F Realignment Project, and

WHEREAS, completing the intersections and termination points as outlined in the IGA will enhance the marketability of several County-owned parcels resulting from the CTH F Realignment Project, and

WHEREAS, both the Village of Twin Lakes and the Town of Randall Boards have approved the IGA as attached to this Resolution,

NOW THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors approves the IGA between the County, the Village of Twin Lakes and Town of Randall as attached, to create the conditions necessary for the jurisdictional transfer of the sections of original CTH F, and

BE IT FURTHER RESOLVED, that the Kenosha County Board of Supervisors authorizes the County Executive and County Clerk to sign and approve the attached IGA and prepare and execute any documents related to the IGA to enable the actions as described therein.

Respectfully Submitted:

PUBLIC WORKS & FACILITIES COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor William Grady, Chair				
Supervisor John Franco, Vice-Chair				
Supervisor Laura Belsky				
Supervisor Andy Berg				
Supervisor Gabe Nudo				
Supervisor Sharon Pomaville				
Supervisor Zach Rodriguez				

FINANCE & ADMINISTRATION COMMITTEE

	Aye	Nay	Abstain	Excused
Supervisor Terry W. Rose, Chair				
Supervisor Jeffrey Gentz, Vice-Chair				
Supervisor Ron Frederick				

Supervisor Ed Kubicki	☐	☐	☐	☐
Supervisor John Franco	☐	☐	☐	☐
Supervisor Monica Yuhas	☐	☐	☐	☐
Supervisor Jeff Wamboldt	☐	☐	☐	☐

**Intergovernmental Agreement on Jurisdictional Transfer of Roadways and Alteration
Of Municipal Boundaries
By County of Kenosha, Wisconsin, Town of Randall, Wisconsin, and
Village of Twin Lakes, Wisconsin
For Part of County Trunk Highway "F"
Draft Revision 1**

I. Parties, Purpose, Authority, Consideration, Scope.

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 Town of Randall is a municipal corporation having its principle offices located at 34530 Bassett Road, Burlington, Wisconsin; it may be referred to as "Town" hereinafter. The Village of Twin Lakes is a municipal corporation having its principle offices located at 108 E Main Street, Twin Lakes, Wisconsin. Hereinafter it may be referred to as the Village. All parties are created and organized under the laws of the State of Wisconsin.

B. Purpose.

The parties enter this agreement to affect positive community development, promote highway safety, support private property ownership and improve roadway conditions in the general area of the CTH F Realignment Project.

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. County Trunk Highway F ("CTH F") and all component sections to be transferred as described with more particularity in this agreement 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.

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. Scope and Summary of Project, including Subject Roads/Highways.

There are a number of sections of County Trunk Highways (CTH) and municipal roads that are involved in this Intergovernmental Agreement (IGA). The County, Village and Town all have specific responsibilities for separate actions related to these various sections of roadways. The following provides a description of the roadway sections addressed in this IGA and a brief description of the required actions:

1. **Existing CTH F Sections**

Affected sections of existing CTH F identified on Exhibit A as:

- a. **Section 1**- described as the portion of former CTH F beginning at the west with a newly constructed cul-de-sac (bordering the 5-Star Manufacturing property) and ending at the newly modified section of CTH EM. **Required Actions:** Jurisdictional Transfer of this section to the Village of Twin Lakes. This will also require a municipal boundary modification to ensure this section of road and right-of-way (ROW) fall entirely in the Village of Twin Lakes.
- b. **Section 2** – described as the remnant portion of former CTH F between the newly modified section of CTH EM, east to the termination point adjacent to newly constructed CTH F. **Required Actions:** Jurisdictional Transfer of this section of road and ROW to the Town of Randall.

2. **Newly Constructed Municipal Road Sections**

In an effort to ensure accessibility to parcels created as a result of the CTH F Realignment Project, the County will complete the construction of remnant sections of existing Pond Road and Karow Road identified on Exhibit A as:

- a. **Section 3** – Pond Road from the existing pavement termination, north to intersect with newly constructed CTH F.
- b. **Section 4** – Karow Road from the existing pavement termination point, north to include a cul-de-sac.

3. **Sections of Existing Roadway to be Re-surfaced**

In an effort to facilitate the Jurisdictional Transfer of the outlined later in this document, the County as part of this IGA will resurface the following roadway sections identified on Exhibit A:

- a. Section 1 – portion of former CTH F as defined in 1.a. above.
- b. Section 2 - portion of former CTH F as defined in 1.b. above.
- c. **Section 5** – existing Pond Road from former CTH F, north to Section 3.
- d. **Section 6** – existing Karow Road from former CTH F, north to Section 4.

4. **Sections of Existing Roadway to be Vacated**

Upon completion of the Project, two sections of former CTH F will be vacated consistent with State Statutes. The two sections can be described as follows:

- a. **Section 7** – portion of former CTH F from the west intersection with CTH O to a point feet east. Given that the properties on both side of this section are owned by the same entity, this section will be vacated and transferred to them.
- b. **Section 8** – portion of former CTH F that was the west spur of the “triangle” connecting CTH F and CTH EM. This section will be vacated and split equally between the two adjacent property owners.

II. Transfer of CTH "F", Duties and Obligations.

A. Transfer of CTH "F" 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 the portion of former CTH F identified as Section 1, to the Village of Twin Lakes and its successors and assigns forever, effective _____. 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. It is recognized that this jurisdictional transfer will require a municipal boundary modification to ensure all of this section resides within the Village of Twin Lakes.
2. The County of Kenosha hereby gives, devises, grants, and transfers ownership, control, authority, and jurisdiction of the portion of former CTH F identified as Section 2, to the Town of Randall and its successors and assigns forever, effective _____. 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.
3. Each 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.
4. 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.
5. The County will complete construction of the north end of Pond Road (Section 3) to connect to the new CTH F, and will resurface Pond Road from the Old CTH F to the newly constructed segment (Section 5).
6. The County will construct a cul-de-sac (and “tail”) feature at the north end of Karow Road (Section 4), and will resurface Karow Road from Old CTH F to the newly constructed cul-de-sac (Section 6).

7. The County will vacate the westerly section of Old CTH F from 368th Avenue to a point _____ feet east (Section 7) and will construct a cul-de-sac at the end-point of remaining Old CTH F. It will also resurface Old CTH F from the westerly vacated section endpoint to the easterly termination point (Section 1).
8. The County will vacate the westerly "spur" that connected Old CTH F to CTH EM (Section 8) by splitting it equally and attaching the remnants to the adjacent property owners.

B. Transfer of CTH "F" and Duties and Obligations of the Village of Twin Lakes.

1. Conditioned on the receipt of all applicable approvals from the state of Wisconsin, the Village of Twin Lakes will accept the transfer of ownership, control, authority and jurisdiction of Section 1 of the Transferred Highway, from the County of Kenosha effective _____. Such Transferred Highway will be accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The Village will accept all appurtenant rights, legal interests and responsibilities transferred by the County.
2. The Village will perform all necessary maintenance and roadway improvements on the Twin Lakes Portion of the Transferred Highway in the future. The Village 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 Village that the County is transferring to the Town 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.
3. The Village will further take all steps necessary to modify its municipal boundary to ensure that the entirety of modified parcels #85-4-119-161-4214 and #85-4-119-161-4213, owned by Carl Karow, are contained within the Village of Twin Lakes.

C. Transfer of CTH "F" and Duties and Obligations of the Town of Randall.

1. Conditioned on the receipt of all applicable approvals from the state of Wisconsin, the Town of Randall will accept the transfer of ownership, control, authority and jurisdiction of Section 2 of the Transferred Highway, from the County of Kenosha effective _____. Such Transferred Highway will be accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The Town will accept all appurtenant rights, legal interests and responsibilities transferred by the County.
2. The Town will perform all necessary maintenance and roadway improvements on the Randall Portion of the Transferred Highway in the future. The Town 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 Town that the County is transferring to the Town 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.

3. The Town will further take all steps necessary to modify its municipal boundary to ensure that the entirety of modified parcels #85-4-119-161-4214 and #85-4-119-161-4213, owned by Carl Karow, are contained within the Village of Twin Lakes.

III. Maintenance Agreements Between Municipalities

It is understood that it may be mutually beneficial for the Town of Randall and the Village of Twin Lakes to enter into a separate maintenance agreement that allocates routine maintenance activities of the jurisdictionally transferred roadway sections in a manner designed to enhance maintenance effectiveness and efficiency.

IV. Obey All Laws; Savings Clause.

The County, Town, and Village 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.

V. 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.

For the Village of Twin Lakes:



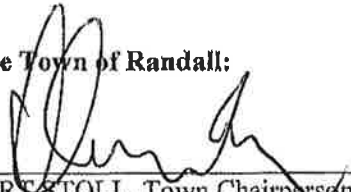
HOWARD SKINNER, Village President



LAURA ROESSLEIN, Village Administrator/Clerk

Dated at Kenosha, Wisconsin this 3rd day of March, 2020.

For the Town of Randall:


ROBERT STOLL, Town Chairperson


CALLIE RUCKER, Town Clerk

Dated at Kenosha, Wisconsin this 11 day of JUNE, 2020.

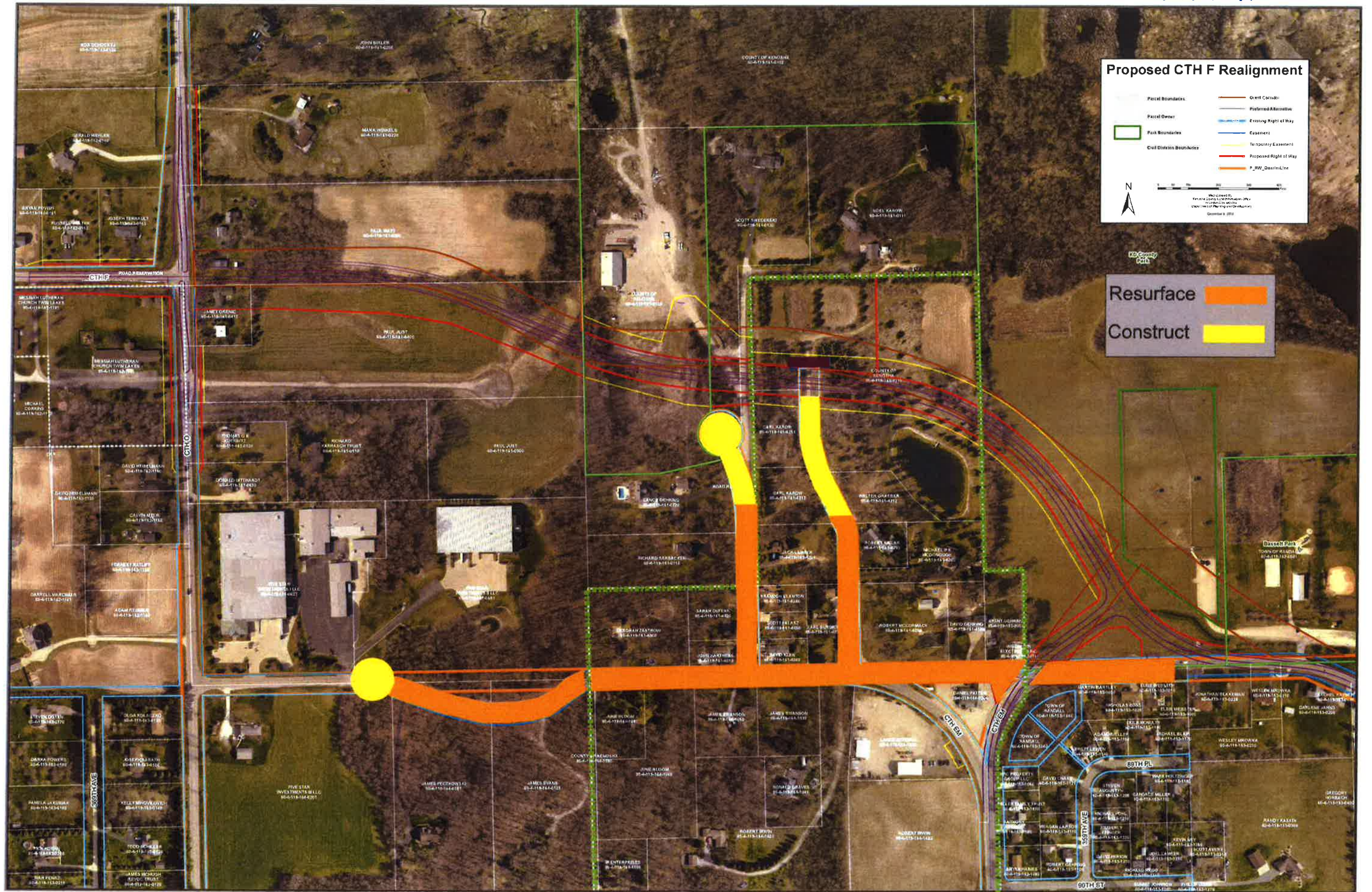
For Kenosha County:


JIM KREUSER, Kenosha County Executive


REGI BACHOCHIN, Kenosha County Clerk


CLEMENT ABONGWA, Kenosha County Highway Commissioner

Dated at Kenosha, Wisconsin this ____ day of _____, 2020.



Proposed CTH F Realignment

Parcel Boundary	Grant Corridor
Parcel Owner	Preferred Alternative
Park Boundary	Existing Right of Way
Civil Division Boundary	Easement
	Temporary Easement
	Proposed Right of Way
	P_RW_QualifiedLine

N

0 100 200 300 400 Feet

Map created by:
Twin Valley Engineering, Inc.
in support of the
County of Ramsey
December 2014

MD County
Park

Resurface

Construct

