

Intergovernmental Agreement on Jurisdictional Transfer of Roadway

By County of Kenosha, Wisconsin and City of Kenosha, Wisconsin

For Part of County Trunk Highway “N”

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 principal 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 principal 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 an east-west corridor connecting the City to a main vehicular highway known as Interstate Highway 94. The parties deem this agreement to be the most expeditious and least expensive approach to restructuring the existing rural roadway into an urban profile roadway suitable of handling substantial commercial truck traffic. The purpose of this agreement is more fully set forth in City Common Council Resolution No. _____ passed on _____ and in Kenosha County Board of Supervisors Resolution No. -____, passed on _____.

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 “N” located between its juncture with 128th Avenue to its juncture with the 136th Avenue, 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 description of the current roadbed, which is subject to acquisition of interest in the right of way through prescription by action of law, is more particularly described in Exhibit "1" 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 "N", Duties and Obligations.

A. Transfer of "N" 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. This transfer shall include all 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 of Kenosha will adopt a resolution by the County Board memorializing that 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.

3. 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.

B. Transfer of "N" and Duties and Obligations of the City of Kenosha.

1. The City of Kenosha hereby accepts the transfer of ownership, control, authority, and jurisdiction the Transferred Highway, from the County of Kenosha. Such Transferred Highway is accepted on an "as is, with all faults" basis, except as specifically set forth in this agreement. The City accepts 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 roadway 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 _____, 2024.

SAMANTHA KERKMAN, Kenosha County Executive

REGI WALIGORA, Kenosha County Clerk

Kenosha County Highway Commissioner

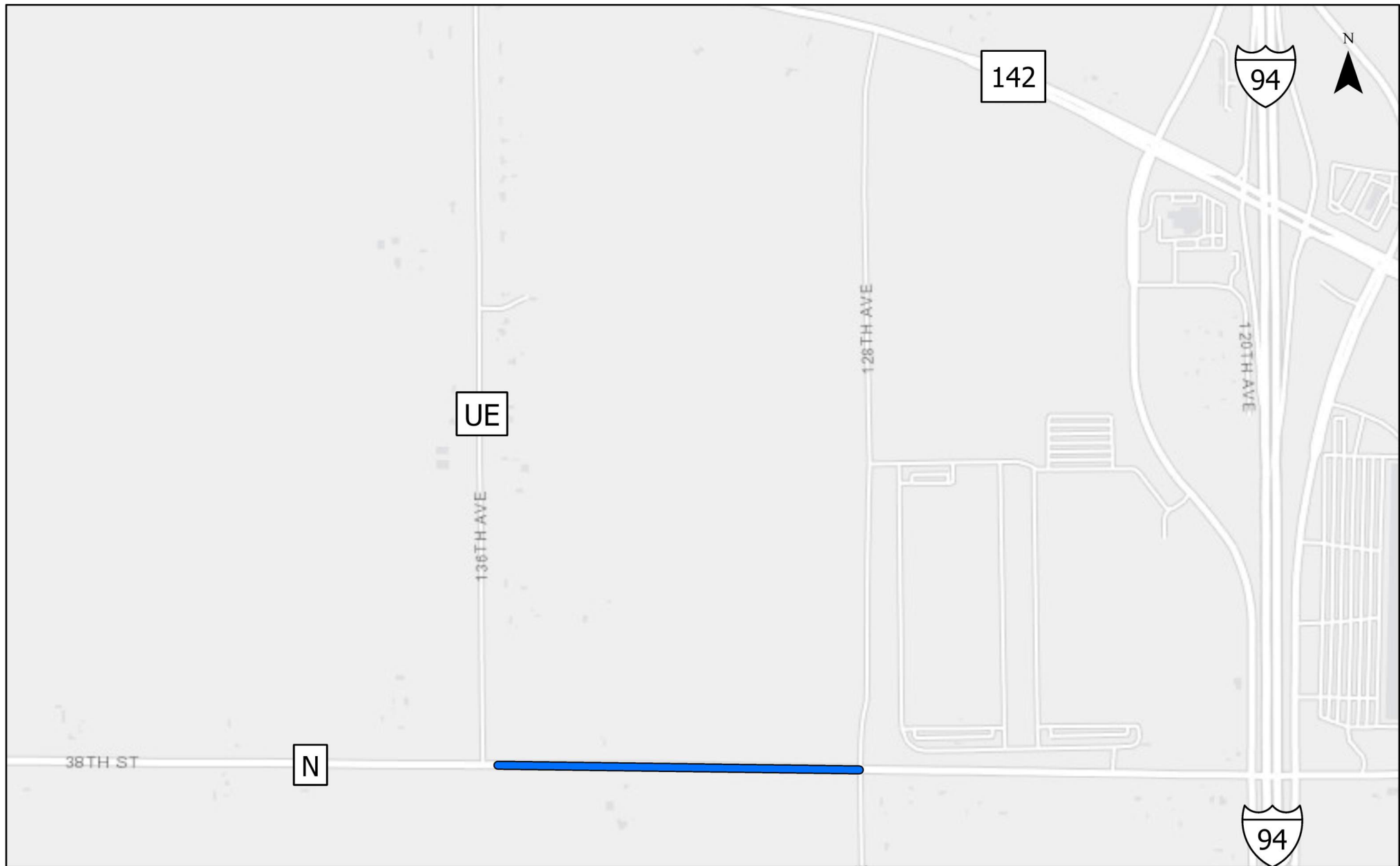
Dated at Kenosha, Wisconsin this _____ day of _____, 2024.

JOHN ANTARAMIAN, Mayor for the City of Kenosha

MICHELLE NELSON, Kenosha City Clerk/Treasurer

Intergovernmental Agreement on Jurisdictional Transfer of Roadway

CTH N - Exhibit 1



Legend

-  CTH N (38th Street)
Proposed to be jurisdictionally transferred from Kenosha County to the City of Kenosha
= 0.5 Miles

