

TOWN OF LA PRAIRIE, TOWN OF ROCK, CITY OF JANESVILLE
AGREEMENT ON THE PROPOSED JANESVILLE STH 11 BYPASS
AND RELATED MATTERS OF ROADS, LAND USE, MUNICIPAL
BOUNDARIES, PUBLIC SERVICES, COSTS AND REVENUES

1. Recitals.

Legal Authority: This Agreement is entered into pursuant to authority granted within the following statutes: the Wisconsin Intergovernmental Cooperation Act, Wis. Stats. Section 66.30; the Wisconsin Municipal Planning Statute, 66.23(6) applicable to villages exercising town powers pursuant to Wis. Stats., 60.62; Municipal Boundary Agreement Authorization Statute, Wis. Stats., 66.23; Wis. Stats. 62.11(5), General Powers of the Common Council and Wis. Stats. Section 60.22 and 60.23 General Powers of Town Boards; and other applicable portions of legal authority available to cities and towns.

Term: The term of this Agreement shall be ten years from date of execution, except for any section herein which specifically provides otherwise and except for any obligations or acts which have been performed by any party prior to the expiration of the stated terms hereof.

Enforcement: The three local government entities that are parties to this Agreement may seek judicial enforcement

of any or all of the terms of this Agreement against one or more other parties to this Agreement, provided that authorization to seek judicial enforcement shall first be granted by the elected governing body of the entity seeking enforcement. The parties agree that the basic intent as well as the specific terms of this Agreement shall guide judicial actions. • The City agrees that it shall not withhold or reduce either fire service or emergency medical service as a means to seek enforcement of this Agreement during the term of this Agreement, other than non-payment by the Town of charges due under the terms of this Agreement unless the obligation to serve is terminated by specific court order or by expiration of the ten year term of this Agreement. Any annexations that are successfully challenged by either of the towns as being in violation of this Agreement shall require the City to disgorge all revenues collected from the annexed territory for municipal or municipal utility purposes and to pay same to the town that brought the challenge.

Amendments and extensions: This Agreement may be amended, in writing, from time to time by mutual consent of all three governing bodies who are parties hereto.

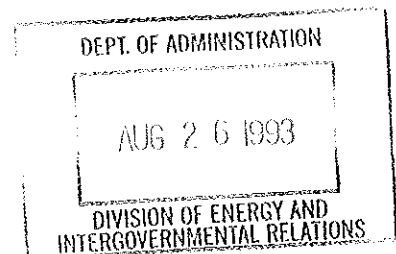
2. Positions for Proposed Highway 11 South Janesville Bypass.

Each governmental unit shall support the construction of a Highway 11 Bypass from Highway 11 west of Janesville to I-90 Avalon Road interchange, consistent with this agreement, in all communications with other parties. The Towns shall adopt resolutions of support for submission to the State of Wisconsin prior to the 1992 public hearing of the Major Projects Commission, and shall recommend the County Board endorse the bypass.

Through similar statements of position, each governmental unit shall support legislative approval and funding for the Highway 11 bypass, and shall oppose all efforts by any party that would block its construction.

Each governmental unit shall support the repeal of the 1985 Wisconsin Act 341 and the adoption of legislation prior to or as part of the legislative approval and funding of the bypass that would provide as follows.

"The interchange of I-90 at Highway 351 (future Highway 11) (West Avalon Road Interchange) shall not be part of any STH 351/11 extension east of the interchange and no state or federal funds shall be expended to plan or construct said extension."



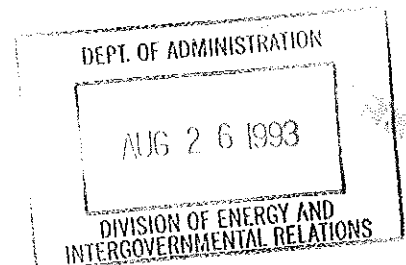
3. Plan for Selecting Proposed Highway 11 South Janesville Bypass Route.

A preferred route for the bypass, that was generally described as Alternative 1-Hayner/Avalon Road in the Rock County Regional Transportation Study, has been identified that in the opinion of the City and the Towns is the most environmentally desirable route and least disruptive of agriculture and area residents than other alternatives within such corridor. The route extends from the intersection of Avalon Road and Highway 51 just north of Avalon Road to the west, across the Rock River, and north and parallel and east of Hayner Road rejoining Hayner Road (see map attached hereto as Exhibit A). The map shows two alternative connections with Avalon Road on the east and Hayner Road on the west (Alternative A-Preferred Route, and Alternative B-Alternate Route). The route will be aligned as preferred by the property owners to the extent possible dependent on engineering considerations, but if required by the State, the alternatives or any route between the two options on the westerly end may be used. Town and city officials will work towards the acceptance of this route by the Wisconsin Department of Transportation. In the event that WISDOT chooses a significantly different route, this agreement is nonbinding on the Town, and the City will oppose the different route. However, the City will honor

the commitments entered into as part of this agreement.

Any deviation of the center of the right-of-way from the fence line through the Thomas and Cheryl Skelly, Mark and Susan Gunn, and Kevin Gunn properties, except connection with the required curves, shall be deemed a significant deviation within the meaning of this section, unless the affected property owners consent. If the Bypass route crosses the river at any point other than the Janke parcel, such deviation shall also be deemed a significant deviation within the meaning of this section, unless the affected property owners consent. In addition, any deviation from Alternative A or B on the east end shall be deemed a significant deviation within the meaning of this section unless the affected property owners consent.

Irrespective of the stated term of this Agreement, if the State constructs the bypass in a route which varies significantly from the one(s) shown on the attached map over the objection of Rock Township, the City shall provide fire service to the existing fire service area within the Town of Rock for 50% of the amount determined by the formula in effect at that time for a period of ten years beginning in the year of construction.



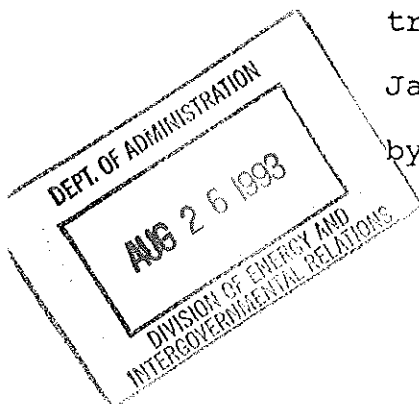
The City will support any Town Boards' request to the county and state for paved shoulders along the entire STH 351/Highway 11 Bypass route west of Interstate 90.

The City will support direct agricultural access by adjoining property owners to the Bypass.

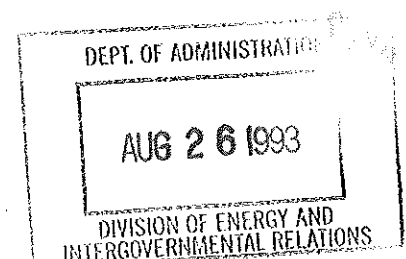
4. Supplemental Compensation in Rock Township.

Property owners in Rock Township who sell or have property taken by eminent domain for the bypass shall be eligible for supplemental compensation, in addition to any payments from the State of Wisconsin under Chapter 32 of the Wisconsin Statutes or otherwise. All land adjacent to the route owned by Thomas and Cheryl Skelly, their successors, heirs and assigns shall be eligible for the supplemental compensation provided herein.

- A. On January 3, 1997, the City of Janesville shall deposit \$208,250 (\$3,500 per acre to be acquired X 59.5 acres) in an escrow account at a Janesville bank. The trustees shall be the Chair of the Rock Town Board, the Janesville Finance Director, and a third party chosen by the first two.



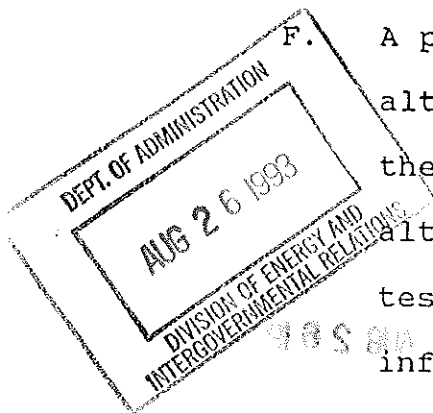
- B. Interest earned on the fund shall accrue to the fund.
- C. Within thirty (30) days of State acquisition of right-of-way from each affected property owner for the bypass, each property owner of agriculturally used or zoned property, except for tax exempt property, as of the date of acquisition shall receive a payment of \$3,500 per acre acquired, inflated by the rate of net interest earnings since the inception of the fund, times the actual number of acres or any fraction thereof acquired by the State from such property owner.
- (1) The property owner shall enter into a binding agreement to repay to the City 75% of the amount received if the property adjacent to the bypass is rezoned to non-agricultural use and removed from agricultural use within five years and 50% if so rezoned and removed between six and ten years of the date of payment, other than farmland set aside or conservancy programs. The recapture shall not apply if the property is annexed, without the owner's consent. A copy of the required agreement is attached hereto as Exhibit B.



D. If the State acquires a house, the property owner shall receive a supplemental payment equal to 10% of the assessed value as listed on the latest Rock Township assessment roles at the time of acquisition. The City shall deposit \$8,000 in the escrow account on January 3, 1997 to finance this provision if Route A is selected and \$16,000 if the alternative Route B is selected. If the State acquires over 70% of the Janke (4.1 acres) property, the City shall acquire the balance at a minimum of the assessed value as listed on the latest Rock Township assessment roles. The compensation under this paragraph is in addition to the compensation due such home owner under Paragraph 4.C. above.

E. A property that is property tax exempt or used or zoned commercial or industrial at the time of land acquisition by the state shall not be eligible for supplemental compensation.

F. A property owner adjacent to the preferred or alternative route shown on the attached map who opposes the construction of the bypass within such preferred or alternative route in writing, by registration, by testimony, or by the employment of an agent to influence any governmental agency and/or the

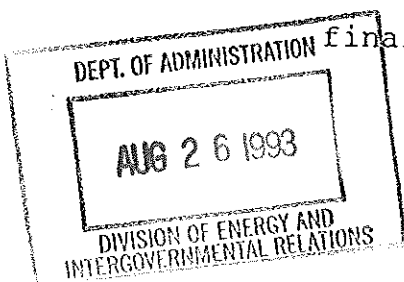


legislature, other than in connection with the compensation to be paid by the State for acquisition, or before the Rock Town Board, shall not be eligible to receive a supplemental payment. The City shall submit a list of ineligible property owners to the Trustees within 30 days after legislative approval of the construction of the bypass and the Trustees shall make a determination of such persons eligibility within ninety (90) days.

G. Any unexpended funds in the escrow account shall be refunded to the City at the time the bypass is opened to public traffic. If additional funds are necessary due to increased acreage, the City shall make up the shortfall within thirty (30) days.

H. Any property owner from whom more than five acres of land is acquired by the State for the Highway 11 Bypass project shall be eligible for an additional \$875 per acre acquired, or fraction thereof, in supplemental payments under the procedures above. The City shall deposit \$24,675 in the escrow account on January 3, 1997 to fund this paragraph.

I. If the Wisconsin Department of Transportation selects a final route prior to January 3, 1997, the City shall



deposit any escrows under this Section within 30 days of route selection.

5. Future Land Use, Annexations, and Utility Service.

- A. Map 1, attached hereto, identifies three developed areas currently located in Rock Township which are in need of public sewer and water services. The map also identifies the propose route of STH 351 through Rock Township, and one possible proposed trunk line extension of the City's sanitary sewer system. The three developed areas include single family residential development along South River Road, the Rock County Airport and associated lands, and the Jacobs Mobile Home Park. Each of these areas can be served with the City's sewer and water facilities. The City Council may extend utility services outside of its corporate limits to owners of property in Rock and La Prairie Townships on a request basis. All service extensions will be at the discretion of the City Council through approval of a Public Works Improvement Program. These currently developed areas that are identified in Map 1, will be eligible to receive Janesville City Utility service by agreement without being required to annex for ten years from the date that the service is

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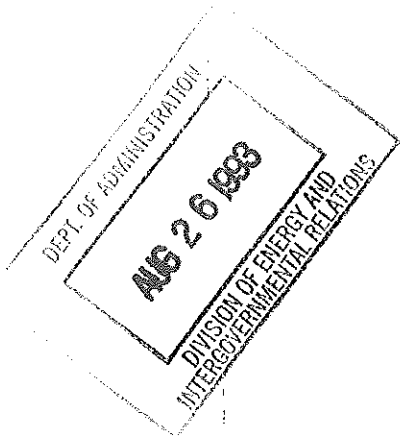
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Exhibit 2

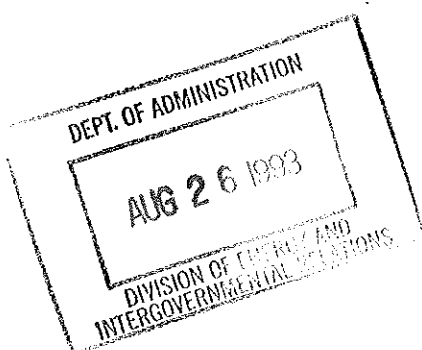
utilized by the property, except as provided below. The Town of Rock agrees to support the timely annexation of the three developed areas shown on Map 1 under the new annexation law according to the annexation schedules provided herein. The charges payable by the property owner/occupant to the City for such services will be assessed as described in the City Council Policy on Special Assessments for Public Works Improvements then in effect. The Towns agree to levying the special assessment for sewer and water main improvements as each property owner connects. The Towns also agree to grant the City utility easements across any dedicated or existing roadway. Properties which do not connect to the City's sewer and water systems will only be subject to the special assessments when connections occur.

- (1) Properties located on South River Road, in the Town of Rock, if provided services and subject to annexation agreement upon occurrence of ten years, may be annexed by the City under the new annexation law procedures or by any other annexation procedure under Wisconsin Statutes. The agreements will provide that the property owner(s) will sign an annexation petition sooner than ten years if contiguous properties request



annexation and the property, if excluded, would become an illegal town island or in the event the property owner(s) request approval to subdivide or survey their property for purposes of creating additional development sites. On the occurrence of ten years, the properties shall petition to annex to the City as soon as it is legally feasible to do so. Annexation of the South River Road properties in order to obtain continuity with the City may include portions of the Rock River and South River Road. In order to annex in an orderly, sequential manner, properties not subject to annexation agreements may need to be included. Annexation of these properties may use any of the available annexation methods under Wisconsin Statutes.

- (2) As to the remainder of the Town of Rock and the Town of La Prairie with respect to City promotions/ solicitation/facilitation of annexations by staff involvement with property owners south of the City in Rock County, the City's efforts will be to promote annexations in an orderly, sequential, no gaps, no leapfrogging manner. The request for annexations that will



match this description may be approved by the City under all annexation methods.

- (3) The City, at its sole discretion may extend utility services outside of its corporate boundaries in the Towns of Rock and La Prairie. If the City Council so elects, then the procedures outlined under Paragraph 1 shall apply.
- (4) Other properties from which the City may receive requests for municipal service and annexation agreements may not fit the orderly sequential definition of the preceding paragraph. With respect to these, the City may entertain and decide upon these petitions under annexation law. The City agrees that the annexation will include only lands that were petitioned and a minimum of any additional unpetitioned lands needed to avoid creating illegal islands or gerrymandered shoestrings or technically ridiculous easement routings, etc. Unpetitioned lands that are added to petitioned lands must be north of the petitioned lands and cannot exceed the square footage of the petitioned lands. The City agrees to not use the Rock County Airport lands to leverage annexation of unpetitioned lands.

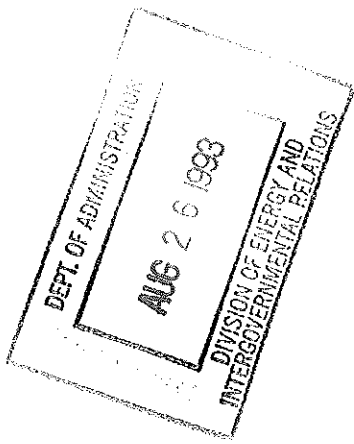
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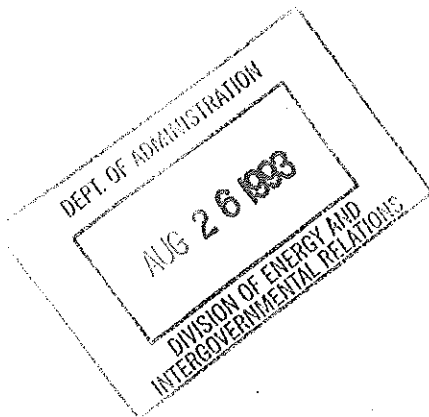
(5) If the City receives a request for utility services from the Rock County Airport or Jacobs Mobile Home Park, Paragraph 1 shall apply except the City shall not annex the Rock County Airport sooner than 15 years from the date of this agreement or June 30, 2007, whichever comes sooner or the Jacobs Mobile Home Park sooner than ten years from the legislative approval of the bypass or June 30, 2003 whichever comes sooner, unless a Town island would be created or the Town Board agrees.

(6) The City agrees not to annex, without the owner's consent, any property from which land is acquired for the bypass for a period of five years for property north of the bypass and ten years for property south of the bypass from the date of legislative approval, or June 30, 1998/June 30, 2003 whichever comes sooner, unless a town island would be created or the Town Board agrees.



(7) In all instances of annexation of developed land under the two preceding paragraphs (except the Rock County Airport and Jacobs Mobile Home Park), the City agrees to transfer dollars to the Town equal to all dollars that the Town would have then

due from the lands through property tax levies (for this purpose, the Town's assessed valuation at the time of annexation and Town mill rates for Town purposes will be used) or population-based State shared revenues or mobile home park fees based upon land use/occupancy. The property tax and mobile home park fee reimbursement will be reduced 20% each year during years two through five following the date of annexation, thus phasing the reimbursement down to \$0 over a five year period. The State shared revenue is based on two revenue components, per capita revenue and aidable revenues. The per capita component reimbursement will be reduced 20% each year during years two through five, thus phasing the reimbursement down over a five year period to \$0 starting on January 1 following annexation. The aidable revenues component will be reduced 20% each year during years three through six, thus phasing the reimbursement to \$0 over a five year period starting on January 1 in year two following the annexation. Further, the City agrees that if an annexation does not include Town Road right-of-way proportionate to the land area being annexed, the City agrees to give the Town a credit on its fire service bill for five years pursuant to the

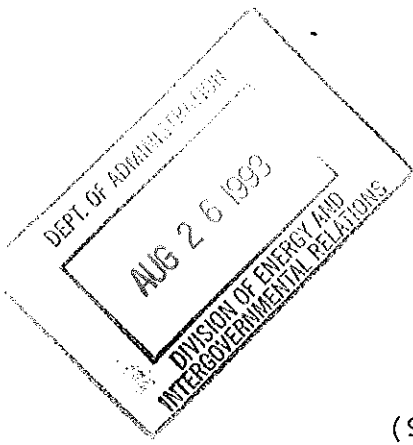


following approach. The Towns net cost per mile multiplied by the difference between the number of miles of right-of-way the City should have annexed and the actual number of miles of right-of-way the City annexed. The average miles of right-of-way per acre in the Town is the base. For undeveloped land, the payments shall be made in full for five (5) years and there shall be no step down of payments.

- (8) If the City creates a TIF District of land that is part of La Prairie Township as of the date of this agreement, and during the term of this agreement, then the Town shall be held harmless from any additional costs incurred due to the unavailability of the value of the TIF District for County and educational tax purposes.

- (9) The City Council shall support the detachment of a 99.8 acre parcel of land currently within the City limits owned by Thomas and Cheryl Skelly if requested.

- (10) In calculating the additional square footage for additional annexations, public right-of-ways,



railroad crossings and streams shall not be included.

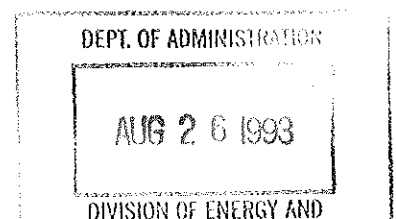
- (11) The Town Boards will allow the disposal of sewage sludge on any land detached by the City under this agreement; and will seek to make the disposal of sewage sludge practical on other farmlands west of the Rock River within one mile of the City's corporate limits.

6. Planning Consultation.

As significant planning and/or land use events occur, particularly those that are unanticipated under this agreement, the City and Towns shall consult with each other. These consultations shall be guided by the following:

- A. Basic principles on future roles and relative fiscal positions of three governmental units.

City: Urban center, exclusive generator of urban services, primarily responsible for community economic development. Will capture nearly all of the non-residential, non-agricultural tax base and most residential growth.

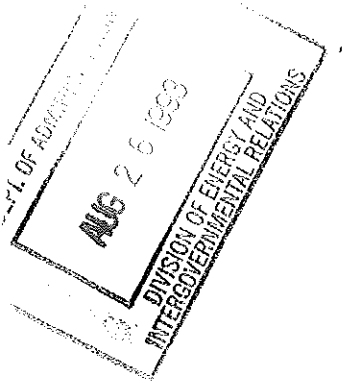


The City's increasing regional shopping and regional job concentration means more traffic through the towns. City has responsibility back to towns to mitigate impacts on the towns from traffic, expanded or new roads, annexations and City growth-related anxieties.

Towns: Rural, non-urban, primarily an agricultural tax base relatively low municipal service expectations. Accommodating some people who can't or won't live in a city.

The predominate land use in the Town of La Prairie and in the Town of Rock west of Afton Road is agriculture. Within such areas, the towns want to preserve prime farmland from premature urban development and maintain farming as a viable occupation.

Non-agricultural uses (residential, commercial, industrial) are not appropriate in the Town of La Prairie or the Town of Rock west of Afton Road. This type of development undermines the agricultural focus and promotes agricultural/urban conflicts. Emphasis is to keep services and property taxes as low as possible to promote farmland preservation in the Town of La Prairie and the Town of Rock west of Afton Road.



7. Intergovernmental Services.

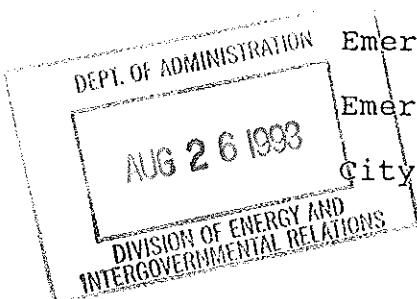
A. Fire

The City of Janesville shall continue to provide fire protection in accordance with the 1992 "Fire Protection Agreement" with the Towns provided that the fee shall be adjusted annually by:

- (1) The previous July 1-June 30 increase/decrease in fire service expenditures calculated in accordance with the same approach utilized in compiling the 1992 expenditure worksheet.
- (2) The change in valuations of the Township and County owned property located in the Township calculated in accordance with the same approach used for 1992.

B. Ambulance

The City of Janesville shall continue to provide Emergency Medical Services in accordance with the 1992 Emergency Medical Services Agreement provided that the City will not charge the Town, but may charge the



individual for accidents on I-90, STH 51, STH 351, and STH 11 for fifty years.

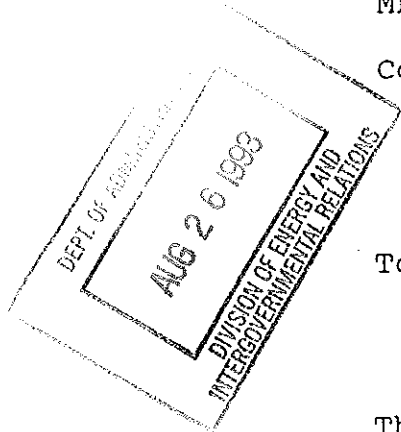
C. Planning

The City Council agrees to support that the Janesville Metropolitan Planning Organization (MPO), shall assist in the preparation of an updated land use plan emphasizing preservation of agriculture for La Prairie Township if and when the Town Board requests.

Study Budget: \$15,000

<u>Participants</u>	<u>Cash (\$)</u>	<u>In-kind (\$)</u>	<u>Total \$</u>
MPO	\$ 5,000	\$1,250	\$ 6,250
County	---	Would likely contrib. in-kind support amt. yet undetermined	3,750 (est)
Township	\$ 5,000	\$ --	\$ 5,000
TOTAL	\$10,000	\$5,000	\$15,000

The City Council will support the MPO assisting in the development of the scope of service for the project and participating in the consultant selection process. The consultant shall report to the La Prairie Town Board.



8. Highway 11 East of I-90.

- A. The alternative corridors for Highway 11 East of I-90 shall be identified and evaluated through a study to be funded by the State of Wisconsin.

If the State constructs a new Highway 11 east of I-90 in a corridor other than the one formally voted after the study described in the preceding paragraph as the preferred option by La Prairie Township, or other than the existing corridor (see below), the City shall grant to La Prairie Township ten years free fire protection services.

- B. If at some future date, STH 351 is proposed to be extended from the I-90/Avalon Road/STH 351 interchange east; and the La Prairie Town Board formally votes to oppose the proposed extension, the following will occur:

- (1) The City will oppose this extension and will contribute \$25,000 to a legal defense fund to fight this road improvement. If opposed and the road improvement is constructed, the City agrees to give La Prairie Township free fire service for ten years within the territory covered by the fire

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service agreement at that time following the opening of the new route to public traffic. The City will also compensate property owners affected by the new road in accordance with a compensation plan and payment schedule agreed to between the City and the Town of La Prairie provided that the City's contribution to fund the escrow account for that purpose is an amount equal to the average per acre compensation paid in Rock multiplied by the number of acres to be acquired in La Prairie (estimated to be greater than \$3,500 per acre). The escrow date shall be 30 days after said project is approved for funding by the Wisconsin Legislature and the acreage to be acquired is known.

C. If at some future date, a proposal is made to make STH 11/USH 14 a four-lane in La Prairie Township east of I- the following shall occur.

(1) EXISTING CORRIDOR FOR STH 11/USH 14.

The La Prairie Town Board will not oppose the STH 11/USH 14 four-lane in its current or expanded right-of-way. If the four-lane occurs, the City will follow the same approach as defined in Paragraph 9.B.1. except the escrow account shall

be funded at a 50% rate.

(2) NEW CORRIDOR FOR STH 11/USH 14.

The City will join the La Prairie Town Board in opposing the new route, but not contribute to a legal defense fund. If the four laning occurs, the City will follow the same approach as defined in Paragraph 9.B.1.

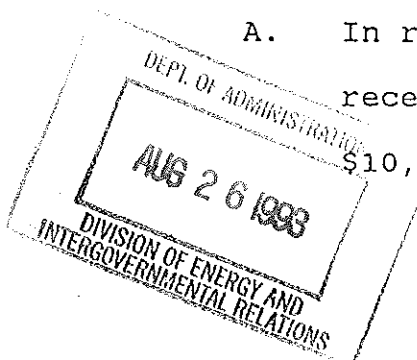
D. This section shall continue in effect for fifty (50) years.

9. Agreement Under New Annexation Law.

The City and Towns shall seek to work out an annexation agreement under the new State Annexation Law consistent with this agreement. City staff will take the lead responsibility in preparing the application.

10. Other Compensation.

A. In recognition of costs incurred, La Prairie Town shall receive a \$15,000 credit and Rock shall receive a \$10,000 credit on their 1992 Fire Service Agreements.



B. In the event STH 351 between County G and Interstate 90 in the Town of La Prairie is upgraded to four travel lanes before December 31, 2006, the City shall waive the fee under the Fire Protection Agreement for the year of construction or equivalent compensation

Agreed to this 6th day of July, 1992.

CITY OF JANESVILLE

By: Steven E. Sheffer
Steven E. Sheffer, City Manager

By: Jean Ann Wulf
Jean Ann Wulf, City Clerk-Treasurer

Agreed to this 6th day of July, 1992.

TOWN OF LAPRAIRIE

By: Gordon L. Hill
Gordon Hill, Town Chairman

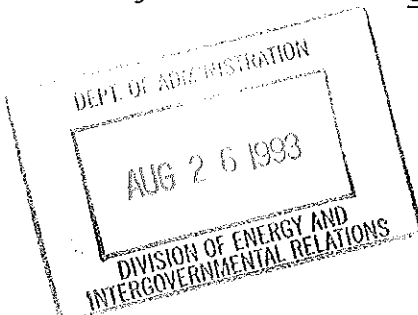
By: Michael Scott
Michael Scott, Town Clerk

Agreed to this 6th day of July, 1992.

TOWN OF ROCK

By: Richard O'Leary
Richard O'Leary, Town Chairman

By: Virginia Skelly
Virginia Skelly, Town Clerk



HIBITA

ROUTE A

ROUTE B

RESIDENTIAL AREA

JACOBS MOBILE HOME COURT

Rock County AIRPORT

MAY 26 1983

SCALE: NONE

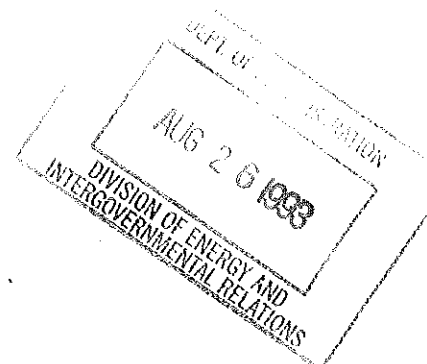
REIMBURSEMENT AGREEMENT

Between

CITY OF JANESVILLE

and

_____ and _____



NOW COME the CITY OF JANESVILLE, a Wisconsin Municipal Corporation located in the County of Rock, conducting its principal business at 18 North Jackson Street (hereinafter "CITY"),

AND

_____ and _____ (hereinafter "Owners"),
adult residents of the Township of _____, currently residing at
_____, in the Township of _____, County of Rock, State
of Wisconsin, owners of real property located in Rock County, Wisconsin, legally described
as follows:

[See attached Exhibit A which is incorporated herein
as if fully set forth herein]

which real property lies adjacent to the proposed Highway 11 By-Pass as that term is set forth and understood in the JLR (described, *infra*); who,

FOR GOOD AND VALUABLE CONSIDERATION set forth and promised by the City to the Owners in a certain document entitled Janesville--LaPrairie--Rock Agreement dated the ____ day of _____, 1992 (hereinafter "JLR"), which document is incorporated verbatim herein as if fully set forth, hereby agree as follows:

1. The City in the JLR promises to make a Supplemental Payment, as that term and amount are defined, understood and set forth in the JLR, to the Owners upon the

happening of certain event(s).

2. In the event that those events occur and the City makes such Supplemental Payment to the Owners, the Owners shall jointly and severally be liable for and shall forthwith, and without prior demand from the City, repay to the City Seventy Five Percent (75%) of the aggregate Supplemental Payment received by the Owners from the City in the event that any part, portion or whole of the above described real property is, within five (5) years of the date of the payment, both:

A. Rezoned in any manner by any unit or agency of government to any form of non-agricultural use; and

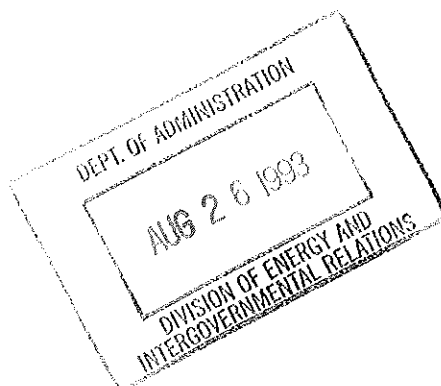
B. Any part, portion or whole of the above described real property is not used substantially and primarily for commercial farm agricultural purposes, other than farm set-aside programs. Conservancy district zoning and use are exempt from this provision.

3. In the event that those events occur and the City makes such Supplemental Payment to the Owners, the Owners shall jointly and severally be liable for and shall forthwith, and without prior demand from the City, repay to the City Fifty Percent (50%) of the aggregate Supplemental Payment received by the Owners from the City in the event that any part, portion or whole of the above described real property is, within more than five (5) years but less than ten (10) years of the date of the payment, both:

A. Rezoned in any manner by any unit or agency of government to any form of non-agricultural use; and

B. Any part, portion or whole of the above described real property is not used substantially and primarily for commercial farm agricultural purposes, other than farm set-aside programs. Conservancy district zoning and use are exempt from this provision.

4. The repayment mandated by this *Reimbursement Agreement* may be waived or amended upon mutual written agreement of the parties hereto.



5. By signing below, the parties hereto further acknowledge that each has read and understands this *Reimbursement Agreement*, and that each has received a true and correct copy of same.

Agreed to this _____ day of _____, 1992.

CITY OF JANESVILLE

By: _____
Steven E. Sheiffer, City Manager

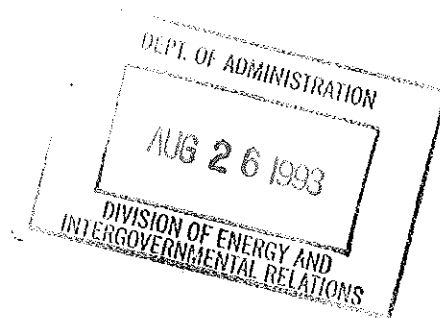
By: _____
Jean Ann Wulf, City Clerk-Treasurer

Agreed to this _____ day of _____, 1992.

OWNERS

By: _____

By: _____



RESOLUTION NO.1-1992

A resolution approving and authorizing the Town of LaPrairie to enter into and participate in an Intergovernmental Agreement with the Town of Rock and the City of Janesville on the proposed Janesville STH 11 By-Pass and related matters of roads, land use, municipal boundaries, public services, costs and revenues and other intergovernmental matters affecting the parties thereto.

WHEREAS, the City of Janesville and the Towns of Rock and LaPrairie have been engaged in earnest and extensive negotiations pertaining to the location and construction of a proposed south Janesville Highway 11 By-Pass, various compensation and related issues with property owners affected thereby, and related town and city annexation, fire protection and other intergovernmental matters affecting the parties thereto; and

WHEREAS, the City of Janesville and the Towns of Rock and LaPrairie have reached a proposed agreement relating thereto entitled *Town of LaPrairie, Town of Rock, City of Janesville Agreement on the Proposed Janesville STH 11 By-Pass and Related Matters of Roads, Land Use, Municipal Boundaries, Public Services, Costs and Revenues* (hereinafter Agreement), a true and correct photocopy of which is attached hereto and incorporated herein as if fully set forth verbatim; and

WHEREAS, Wisconsin Statute 66.027 permits any two (2) or municipalities whose boundaries are immediately adjacent to enter into written agreements pertaining to annexation and annexation related matters; Wisconsin Statute 66.30 liberally empowers Wisconsin municipalities to act cooperatively with each other for various governmental purposes including, but not limited to, those set forth in the Agreement; and Wisconsin Statute §§ 62.22(1) expressly authorizes the Town Board to have charge of Town affairs and § 60.23(1) authorizes the Town Board to cooperate with other units of government on behalf of the Town and its residents in the manner set forth in said Agreement; and

WHEREAS, the Town Board hereby finds strong public policy reasons for approving and participating in said Agreement including, but not limited to, the desire to continue the long-standing good relations and mutual cooperation with the abutting Town of Rock and the abutting City of Janesville; and

WHEREAS, the Town Board hereby finds that entering into and participating in said Agreement is in the best interest of the community and benefit to the Town;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of LaPrairie that it hereby authorizes and approves the execution and participation in the Agreement with the Town of Rock and the

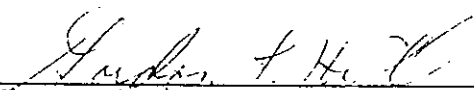
City of Janesville, conditioned upon the approval, execution and participation in said Agreement by the respective Town of Rock and the City of Janesville;

BE IT FURTHER RESOLVED that the Town Chairman and the Town Clerk are hereby authorized to execute and enter into said Agreement on behalf of the Town of LaPrairie; and that the Town Chairman is further authorized and empowered to negotiate, draft, make, execute and/or enter into, on behalf of the Town of LaPrairie, such additional minor agreements and documents related thereto, and negotiate, draft, agree to, make, execute and/or enter into such minor changes to the Agreement as the Town Chairman may, from time to time, determine necessary and/or desirable and/or in furtherance of the intent of this Resolution; and

BE IT FURTHER RESOLVED that a copy of the fully executed Agreement shall be attached to the official file copies of the adopting resolutions of all three governmental units and permanently kept and retained in the files of the respective municipal/town clerks, and shall also be part of the official file kept by the Rock County Clerk relating to a resolution that is expected to be considered and adopted by the County Board endorsing the results of the Rock County Regional Transportation Study.


Adopted at the Special Town Board Meeting of the Town of LaPrairie on this 29th day of June, 1992.

Approved:



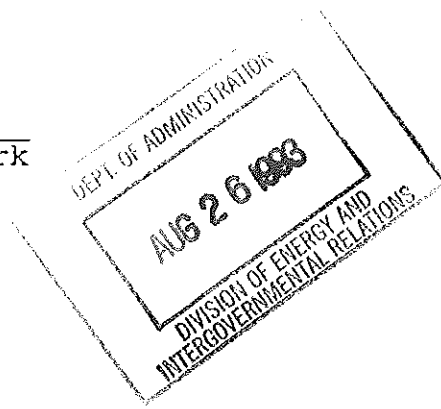
Town Chairman

Attest:

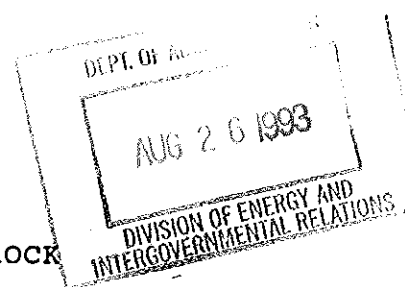


Town Clerk

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RESOLUTION OF THE TOWN BOARD OF THE TOWN OF ROCK



A resolution approving and authorizing the Town of Rock to enter into and participate in an Intergovernmental Agreement with the City of Janesville and the Town of LaPrairie on the proposed Janesville STH 11 By-Pass, and related matters of roads, land use municipal boundaries, public services, costs and revenues and other intergovernmental matters affecting the parties thereto.

WHEREAS, the City of Janesville and the Towns of Rock and LaPrairie have been engaged in earnest and extensive negotiations pertaining to the location and construction of a proposed Janesville Highway 11 By-Pass, various compensation and related issues with property owners affected thereby, and related township and city annexation, fire protection and other intergovernmental matters affecting the parties thereto; and

WHEREAS, the City of Janesville and the Towns of Rock and LaPrairie have reached a proposed agreement relating thereto entitled TOWN OF LAPRAIRIE, TOWN OF ROCK, CITY OF JANESVILLE AGREEMENT ON THE PROPOSED JANESVILLE STH 11 BY-PASS AND RELATED MATTERS OF ROADS, LAND USE, MUNICIPAL BOUNDARIES, PUBLIC SERVICES, COSTS AND REVENUES (hereinafter Agreement), a true and correct photocopy of which is attached hereto and incorporated herein as if fully set forth verbatim; and

WHEREAS, Section 66.027 of the Wisconsin Statutes permits any two (2) or more municipalities whose boundaries are immediately adjacent to enter into written agreements pertaining to annexation and annexation related matters; Section 66.30 of the Wisconsin Statutes liberally empowers Wisconsin municipalities to act cooperatively with each other for various governmental purposes including, but not limited to, those set forth in the Agreement; and Sections 60.22(1) of the Wisconsin Statutes expressly authorizes the Town Board to have charge of Town affairs and Section 60.23(1) of the Wisconsin Statutes authorizes the Town Board to cooperate with other units of government on behalf of the Town and its residents in the manner set forth in said Agreement; and

WHEREAS, the Town Board hereby finds strong public policy reasons for approving and participating in said Agreement including, but not limited to, the desire to establish and maintain good relations and mutual cooperation with the City of Janesville and the Town of LaPrairie; and

WHEREAS, the Town Board hereby finds that entering into and participating in said Agreement is in the best interest of the community and benefit to the Town;

NOW, THEREFORE, BE IT RESOLVED BY the Town Board of the Town of Rock that it hereby approves and authorizes the execution and participation in the Agreement with the City of Janesville and

the Town of LaPrairie, conditioned upon the approval, execution and participation in said Agreement by said City and Town;

BE IT FURTHER RESOLVED that the Town Chairman and Town Clerk are hereby authorized to execute and enter into said Agreement on behalf of the Town of Rock; and that the Town Chairman is further authorized and empowered to negotiate, draft, make, execute and/or enter into, on behalf of the Town, such additional minor agreements and documents related thereto, and negotiate, draft, agree to, make, execute and/or enter into such minor changes to the Agreement as the Town Chairman, upon the advice of the Town Attorney, may, from time to time, determine necessary and/or desirable and/or in furtherance of the intent of this Resolution;

BE IT FURTHER RESOLVED that a copy of the fully executed Agreement shall be attached to the official file copies of the adopting resolutions of all three governmental units and permanently kept and retained in the files of the respective municipal/town clerks, and shall also be part of the official file kept by the Rock County Clerk relating to a resolution that is expected to be considered and adopted by the County Board endorsing the results of the Rock County Regional Transportation Study.

Adopted at the Special Town Board Meeting of the Town of Rock on this 29th day of June, 1992.

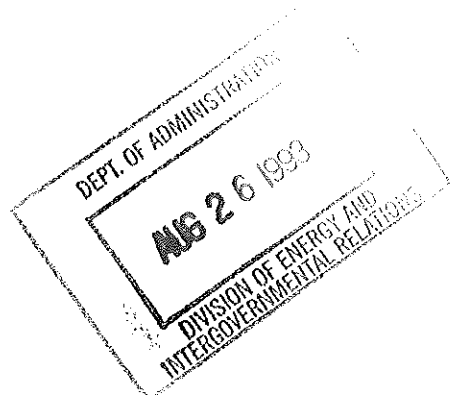
Approved:

Richard M. O'Leary
Richard M. O'Leary, Town Chairman.

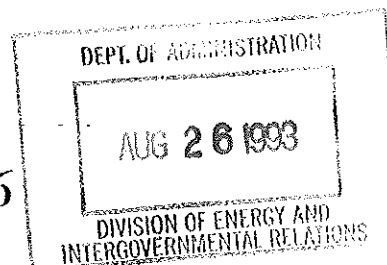
Attest:

Virginia Skelly
Virginia Skelly, Town Clerk

res.slh



RESOLUTION NO. 92 - 1516



A resolution approving and authorizing the City of Janesville to enter into and participate in an Intergovernmental Agreement with La Prairie and Rock Townships pertaining to the location and construction of a proposed South side Highway 11 By-Pass, various compensation to and location and related issues with property owners affected thereby, and related township and city annexation, fire protection and other intergovernmental matters affecting the parties thereto.

WHEREAS, the City of Janesville and the Townships of Rock and LaPrairie have been engaged in earnest and extensive negotiations pertaining to the location and construction of a proposed South side Highway 11 By-Pass, various compensation to location and related issues with property owners affected thereby, and related township and city annexation, fire protection and other intergovernmental matters affecting the parties thereto; and

WHEREAS, the City of Janesville and the Townships of Rock and LaPrairie have reached a proposed settlement agreement relating thereto entitled *City of Janesville, Town of LaPrairie, Town of Rock, Highway 11 By-Pass, Annexation and Related Public Purposes Intergovernmental Agreement* (hereinafter *Agreement*), a true and correct photocopy of which is attached hereto and incorporated herein as if fully set forth verbatim; and

WHEREAS, Wisconsin Statute 66.027 permits any two (2) or more municipalities whose boundaries are immediately adjacent to enter into written agreements pertaining to annexation and annexation related matters; Wisconsin Statute 66.30 liberally empowers Wisconsin municipalities to act cooperatively with each other for various governmental purposes including, but not limited to, those set forth in the *Agreement*; and Wisconsin Statute 62.11(5) expressly empowers the Common Council of the City of Janesville to act on behalf of the City and its residents in the manner set forth in said *Agreement*; and

WHEREAS, the Common Council hereby finds strong public policy reasons for approving and participating in said *Agreement* including, but not limited to, the desire to continue the long-standing good relations and mutual cooperation with Janesville's abutting townships; and

WHEREAS, the Common Council hereby finds that entering into and participating in said *Agreement* is in the best interest of the community and benefit to the City;

NOW, THEREFORE, BE IT RESOLVED BY the Common Council of the City of Janesville that it hereby approves and authorizes the City of Janesville's entering into and participation in the *Agreement* with the Townships of Rock and LaPrairie, conditioned upon the approval, execution and participation in said *Agreement* by the respective Townships;

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BE IT FURTHER RESOLVED that the City Manager and City Clerk-Treasurer are hereby authorized to execute and enter into said *Agreement* on behalf of the City of Janesville; and that the City Manager is further authorized and empowered to negotiate, draft, make, execute and/or enter into, on behalf of the City, such additional minor agreements and documents related thereto, and negotiate, draft, agree to, make, execute and/or enter into such minor changes to the *Agreement* as the City Manager may, from time to time, determine necessary and/or desirable and/or in furtherance of the intent of this *Resolution*.

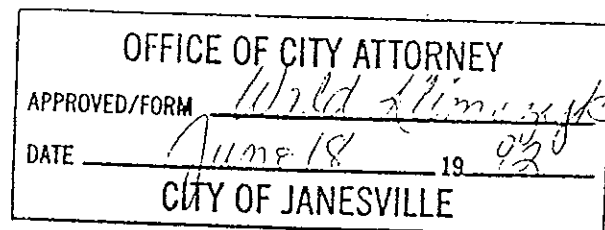
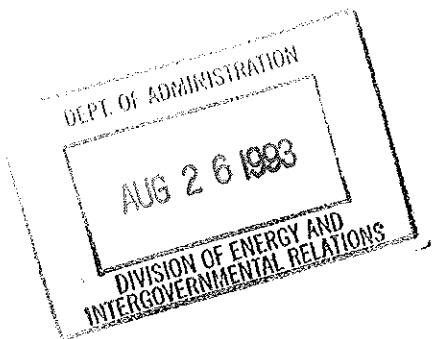
Adopted: 29 June 1992

Approved:

Steven E. Sheiffer
Steven E. Sheiffer, City Manager

Attest:

Jean Ann Wulf
Jean Ann Wulf, City Clerk-Treasurer



Proposed by: City Manager
Prepared by: City Attorney