



LEGAL DEPARTMENT
CITY HALL
400 LA CROSSE STREET
LA CROSSE WI 54602-3396
PHONE 608/789-7511
FAX 608/789-7390

Patrick J. Houlihan
City Attorney

Peter B. Kisken
Deputy City Attorney

Pamela Captain
Assistant City Attorney

January 5, 2006

Mike Davy
Davy Engineering
115 6th Street South
P.O. Box 2076
La Crosse, WI 54602

RE: Campbell Water and Fire Service Agreement

Dear Mike:

Enclosed herewith you will find fully executed version of the Water and Fire Service Agreement for the Town of Campbell. Thank you.

Sincerely,

Patrick J. Houlihan
City Attorney

PJH:tme

RECEIVED
DAVY ENGINEERING CO.

JAN 06 2006

MFD

cc: Scott Johnson – Campbell Town Chair
Randy Turtenwald - Engineering

1331-050

WATER AND FIRE SERVICE AGREEMENT

This agreement entered into this 8th day of December, 2005 by and between the City of La Crosse, Wisconsin, a Wisconsin Municipal Corporation, hereinafter referred to as "La Crosse", and the Town of Campbell, La Crosse County, Wisconsin, hereinafter referred to as "Campbell."

WHEREAS, La Crosse and Campbell in May, 2004 entered into a certain Stipulation and Inter-governmental Agreement between the Town of Campbell and the City of La Crosse, generally known as the "Boundary Agreement," and

WHEREAS, this Agreement is to be considered independent from and have no impact or effect on the terms of the Boundary Agreement, and

WHEREAS, the City of La Crosse policy is not to provide water to properties unless said properties annex to the City, and

WHEREAS, the Common Council on September 8, 2005, agreed to negotiate in connection with providing water to commercial properties within Campbell or properties within the City, and

WHEREAS, some property owners located in the Town of Campbell have requested water service, and

WHEREAS, La Crosse owns a Water Utility Plant and Equipment, and

WHEREAS, Section 66.0813(1), Wis. Stats., provides that La Crosse may serve persons or places outside its corporate limits, and

WHEREAS, Section 66.0813(3) & (4), Wis. Stats. further provide that Cities may by ordinance fix the limits of any utility service in unincorporated areas, and that the City Water Utility has no obligation to serve beyond the delineated areas and that by agreement, a City may furnish utility service to unincorporated property used for industrial purposes.

NOW, THEREFORE, it is agreed by the undersigned as follow:

1. Retail Water Service: La Crosse agrees to furnish retail water service to certain properties within delineated areas in accordance with Section 66.0813, Wis. Stats. The following described areas of Campbell may be included in the Limited Water and Firefighting areas and as further delineated by Ordinance Section 4.21:

A. Legal Description: See attached **Exhibit A**.

B. Conditions of Service:

- (1) Campbell shall construct at its expense all necessary water mains and usual appurtenances including fire hydrants to provide water and fire protection service to those properties requesting service in the Limited Water and Firefighting Areas. Each property owner within the Limited Water and Firefighting Areas shall have the option of participating. The actual service area within the Limited Water and Firefighting Areas will be established when property owners enter into a contract with La Crosse and Campbell agreeing to participate with this agreement. Campbell shall provide to La Crosse by March 1, 2006, a list of those properties requesting service under this agreement. If said list is not provided by March 1, 2006, this agreement shall be null and void. As a prerequisite to La Crosse providing water service under this agreement, there must be a minimum of \$3 million in taxable real property in the Limited Water and Fire Fighting Areas with contracts to be served. If La Crosse and Campbell do not have contracts with persons and properties with a minimum of \$3 million real property tax base for which the 4 mils per thousand would be charged in accordance with this agreement by June 1, 2006, then this agreement shall be null and void. All facilities shall be constructed in accordance with current City of La Crosse standards for construction of water systems. Plans and specifications shall be reviewed and approved by the City of La Crosse prior to construction. The cost of inspection and testing shall be a construction expense paid by Campbell.
- (2) Campbell shall own the water facilities installed and paid for by Campbell. Campbell shall lease their water facilities for \$1.00 to the La Crosse Water Utility as long as La Crosse is providing water.

- (3) Upon such construction and after final inspection, La Crosse will maintain and operate the facilities to provide water service in the Limited Water and Firefighting Areas, on a retail water service basis. La Crosse may install vaults at each connection point to the La Crosse water system, for future installation of metering facilities. Campbell shall furnish and install the final street surfacing to patch repair excavations at Campbell's expense. All repairs to the water system by La Crosse shall be paid by La Crosse and the cost of reconstruction of the street shall be paid by Campbell.
- (4) La Crosse shall meter, charge and receive from the property owners provided retail water service the rates the City of La Crosse charges its retail customers plus a 25 percent surcharge. La Crosse shall notify Campbell by October 15 each year about delinquent water rates. Campbell agrees, in accordance with the provisions of Section 66.0809(3), Wis. Stats., that if the rates are not paid by the property owners receiving the services from La Crosse that Campbell will approve the levy of said charge against the property being served in accordance with the provisions of Section 66.0809(3), Wis. Stats., and that any water service charges levied and collected by Campbell will be paid to La Crosse before March 1st of each year. It is further agreed that there shall be contracts with each property owner receiving services under this agreement authorizing the payment and collection of said services as a special charge against the property, including authorization of lien against the property if the payment is not made.
- (5) Campbell and the properties receiving water service shall in all respects comply with the ordinances of La Crosse relative to water service. La Crosse shall issue all permits for service, including a plumbing permit.
- (6) Campbell shall not permit the resale of water supplied by the La Crosse Water Utility or La Crosse which is being provided to certain properties within the Limited Water and Firefighting Areas that may be included

within La Crosse's delineated area of water service under Section 4.21 of the La Crosse Municipal Code. Campbell further agrees that it shall not, nor does it have the right to assign any of the rights contained in this water and fire service agreement to any other water utility, user or other entity. Campbell has the unrestricted right to use the fire hydrants constructed within the Limited Water and Firefighting Areas for the purpose of fire fighting for those properties that are under contract with La Crosse for firefighting services. It is understood that La Crosse shall be the primary provider of firefighting services to those properties under contract with La Crosse in accordance with this agreement.

- (7) No Water Service Outside of the Limited Water and Firefighting Areas: No water service shall be allowed in any event outside the approved service area as established by this agreement. Only those properties with a contract for service with La Crosse and Campbell or those within La Crosse City limits shall be served.
- (8) Amendments to Limited Water and Firefighting Areas: The Limited Water and Firefighting Areas may be amended by an amendment to this agreement which is mutually agreed to.

C. La Crosse further agrees to extend the mains within the City limits from the existing City main on Clinton St. west to the center of the Richmond Bay Bridge, estimated to cost \$92,700.00. La Crosse will also pay for the cost of the portion of mains on Bainbridge St. that service City residences based on the City's standard watermain assessment policy. La Crosse further has the right to hook up to any Campbell watermain or extend service from Campbell's mains to any properties within the City limits of La Crosse.

D. Fire Fighting and Equipment Service: La Crosse shall charge an annual Fire Fighting and Equipment Service special charge calculated on the basis of \$4.00 per \$1,000.00 of assessed value of taxable real property. The La Crosse Fire Department shall be the primary provider of services. The contract with the property owners will apply to themselves, their successors and assigns and shall include

a waiver of notices and hearings applicable to the contract fee. This special charge contract fee shall apply to all properties within the Limited Water and Firefighting Areas that are served with water by September 1 of each year during the term of this agreement. La Crosse shall notify Campbell by October 15 each year about delinquent contract fees. Campbell agrees, in accordance with the provisions of Section 66.0707(3), Wis. Stats., that if the special charges are not paid by the property owners receiving the services from La Crosse that Campbell will approve the levy of said charge against the property being served in accordance with the provisions of Section 66.0707(3), Wis. Stats., and that any special charges levied and collected by Campbell will be paid to La Crosse on or before March 1st of each year.

- E. Wholesale Water Service: No wholesale water service is contemplated by this agreement nor will it be furnished unless the parties hereto later enter into a mutually satisfactory contract for such service and such contract is approved by the Wisconsin Public Service Commission. La Crosse does not hold itself out as furnishing retail or wholesale water service to Campbell. Service is provided only to the property owners within the Limited Water and Firefighting Areas who are under contract to receive service under the terms of this agreement.

- F. Term: This Agreement shall be in full force and effect for a period of time, the same as that with respect to the 2004 Boundary Agreement, which expires January 1, 2025, and shall be binding on the parties hereto and is further made for the benefit of the owners of the property within the Limited Water and Firefighting Areas or Properties. Campbell may terminate this agreement by providing 18 months written notice to La Crosse. Termination will only be effective when equivalent water service is provided by another entity. La Crosse will not actively oppose Campbell's efforts to terminate this agreement and obtain water service via another entity. Upon termination, La Crosse water customers connected to Campbell's watermains shall continue to receive service at the same rates charged other customers using the facilities. If Campbell terminates this agreement on or before December 31, 2012, Campbell shall pay to La Crosse its actual cost incurred in connection with this agreement which may include, but is not limited to, costs for construction of the connecting main on Clinton Street,

borrowing costs including bond counsel fees and interest, consulting fees and other actual costs incurred..

G. **Effective Date:** This Agreement shall be effective January 1, 2006. In order for the same to be effective and binding, it shall be approved by the Common Council of the City of La Crosse and the Town Board of the Town of Campbell on or before December 31, 2005.

2. **Construction of Mains by Campbell:** If Campbell does not fund and begin providing water service by December 31, 2007 this agreement shall be null and void. The La Crosse City Engineer shall work with Campbell to coordinate La Crosse's construction with Campbell's construction.
3. **Non-severability Clause:** If any portion of this agreement shall become null and void for any reason, then this entire agreement shall be null and void. Provided, however, the parties hereto shall fully cooperate to vigorously defend this agreement and any settlement of any action shall be permitted only with the approval of the governing bodies of both La Crosse and Campbell. A challenge to this agreement by La Crosse or Campbell or a failure to vigorously defend this agreement constitutes a breach of this agreement.

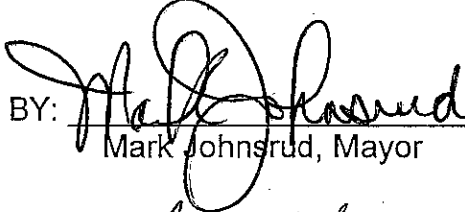
If there is a challenge to the validity or enforceability of this agreement and any part of this agreement is declared invalid, La Crosse and Campbell agree to proceed to establish a cooperative agreement pursuant to the applicable provisions of Chapter 66 or any other applicable state or federal law to retain the same significant terms and conditions as provided herein. It is the goal of La Crosse to only provide water and firefighting services to those properties which either annex to the City of La Crosse or pursuant to a contract with said persons or properties that are paying La Crosse water retail rate plus a 25 percent surcharge, as well as 4 mils per thousand dollars of assessed real property value for firefighting services. The goal of La Crosse and Campbell is to ensure the enforceability of the terms of this agreement.


4. **Annexation provision for failure to pay with right of Campbell to make payment.** Those property owners currently within the Town of Campbell who receive water from La Crosse during the term of this agreement or thereafter and if said properties do not pay the 25 retail water rate plus 25 percent surcharge to the La Crosse Water Utility and/or are not paying the firefighting/fire service charge or contract fee of 4 mils per thousand on assessed real property value

to La Crosse, then said properties shall be required to annex to the City of La Crosse within ninety (90) days after December 31, 2024. La Crosse shall notify Campbell of any delinquency by October 15, 2024. Campbell, in order to prevent said annexation shall have the right to make payment to La Crosse of the retail water rate plus 25 percent surcharge as well as 4 mills per thousand of assessed value. It being understood that there shall be no annexation of properties to La Crosse, except as otherwise provided in the aforesaid Boundary Agreement, unless otherwise agreed to, until after December 31, 2024. However, if La Crosse does not receive the requisite payment for said water and firefighting services, either during the term or thereafter, said properties shall be required to annex to the City unless Campbell makes the payment by March 1, 2025.

5. Annexation after 2035. After January 1, 2036, any properties that are contiguous to the La Crosse City limits and not part of an incorporated municipality shall annex to the City of La Crosse if said properties are receiving water from the City of La Crosse Water Utility.

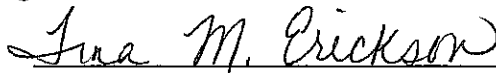
CITY OF LA CROSSE:

BY: 
Mark Johnsrud, Mayor

BY: 
Teri Lehrke, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 4th day of January, 2006, the above-named Mark Johnsrud and Teri Lehrke, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public,
La Crosse County, Wisconsin
My Commission: 8-02-2009

TOWN OF CAMPBELL:

BY: Scott Johnson
Scott Johnson, Town Chair

BY: Gloria Whitewater
Gloria Whitewater, Town Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 16th day of December 2005, the above-named Scott Johnson and Gloria Whitewater, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia A. Christie

Notary Public,
La Crosse County, Wisconsin

My Commission: 1-25-2009

**EXHIBIT A
WATER AND FIRE SERVICE AGREEMENT
CITY OF LA CROSSE AND TOWN OF CAMPBELL**

**LEGAL DESCRIPTION
SKY HARBOUR LIMITED WATER & FIREFIGHTING AREA
TOWN OF CAMPBELL
LA CROSSE COUNTY, WISCONSIN**

A parcel of land located in part of Section 18, Township 16 North, Range 7 West, Town of Campbell, La Crosse County, Wisconsin, described as follows:

Beginning at the intersection of the centerline of Hinkley Road and the centerline of Bainbridge Place;
thence Westerly 180 feet, more or less, along the centerline of Hinkley Road to the intersection of the centerline of County Trunk Highway B;
thence Northeasterly 1,330 feet, more or less, along the centerline of County Trunk Highway B to the intersection of the centerline of Olivet Street;
thence Northwesterly 840 feet, more or less, along the centerline of Olivet Street to the intersection of the west right-of-way line of Bainbridge Street;
thence Northerly, along said right-of-way line to the southeast corner of Lot 1, Block 3, HENRY A. JOLIVETTE ADDITION;
thence along the south line of said Lot 1, Block 3, HENRY A. JOLIVETTE ADDITION, West 116.03 feet;
thence Northeasterly, to a point on the north line of said Lot 1, located 116.20 feet west of its northeast corner thereof;
thence S 86°04'00" W 2,398.51 feet along the south line of the plat of SKY HARBOUR ADDITION to the easterly right-of-way line of Lake Shore Drive;
thence along said right-of-way line, N 4°39'00" E 443.80 feet;
thence continuing along said easterly right-of-way line, N 0°31'00" W 286.86 feet, to the southerly right-of-way line of Interstate 90;
thence continuing along said easterly right-of-way line of Lake Shore Drive, North to the northerly right-of-way line of Interstate 90;
thence Easterly 3,390 feet, more or less, along the northerly right-of-way line of Interstate 90 to the intersection of the east line of ISLAND PARK ADDITION;

**EXHIBIT A
WATER AND FIRE SERVICE AGREEMENT
CITY OF LA CROSSE AND TOWN OF CAMPBELL**

**LEGAL DESCRIPTION
SKY HARBOUR LIMITED WATER & FIREFIGHTING AREA
TOWN OF CAMPBELL
LA CROSSE COUNTY, WISCONSIN**

A parcel of land located in part of Section 18, Township 16 North, Range 7 West, Town of Campbell, La Crosse County, Wisconsin, described as follows:

Beginning at the intersection of the centerline of Hinkley Road and the centerline of Bainbridge Place;
thence Westerly 180 feet, more or less, along the centerline of Hinkley Road to the intersection of the centerline of County Trunk Highway B;
thence Northeasterly 1,330 feet, more or less, along the centerline of County Trunk Highway B to the intersection of the centerline of Olivet Street;
thence Northwesterly 840 feet, more or less, along the centerline of Olivet Street to the intersection of the west right-of-way line of Bainbridge Street;
thence Northerly, along said right-of-way line to the southeast corner of Lot 1, Block 3, HENRY A. JOLIVETTE ADDITION;
thence along the south line of said Lot 1, Block 3, HENRY A. JOLIVETTE ADDITION, West 116.03 feet;
thence Northeasterly, to a point on the north line of said Lot 1, located 116.20 feet west of its northeast corner thereof;
thence S 86°04'00" W 2,398.51 feet along the south line of the plat of SKY HARBOUR ADDITION to the easterly right-of-way line of Lake Shore Drive;
thence along said right-of-way line, N 4°39'00" E 443.80 feet;
thence continuing along said easterly right-of-way line, N 0°31'00" W 286.86 feet, to the southerly right-of-way line of Interstate 90;
thence continuing along said easterly right-of-way line of Lake Shore Drive, North to the northerly right-of-way line of Interstate 90;
thence Easterly 3,390 feet, more or less, along the northerly right-of-way line of Interstate 90 to the intersection of the east line of ISLAND PARK ADDITION;

thence N0°40'W 1,100 feet, more or less, along the east line of ISLAND PARK ADDITION to the North 1/16th line of said Section 18;
thence East 660 feet, more or less, along said North 1/16th line to the easterly right-of-way line of Dawson Avenue;
thence Southerly 1,600 feet, more or less, along said easterly right-of-way line to the centerline of Interstate 90;
thence Westerly 1,360 feet, more or less, along the centerline of Interstate 90 to the intersection of the northerly extension of the centerline of Bainbridge Street;
thence Southerly, 1,000 feet, more or less, along the centerline of Bainbridge Street, and its northerly extension, to the intersection of the westerly extension of the north line of Lot 4 of the Certified Survey Map as recorded in Volume 9 of Certified Survey Maps, Page 128;
thence N 86°10'31" E 951.85 feet, more or less, along the north line of said Lot 4 and its westerly extension, to the westerly right-of-way line of Dawson Avenue;
thence continuing N 86°10'31" E 183.45 feet to the easterly right-of-way line of Dawson Avenue;
thence along said right-of-way line, N 31°45'20" E 5.19 feet;
thence continuing along said right-of-way line 346.58 feet along the arc of a curve concave to the northwest, the chord of which bears N 16°45'46" E 346.15 feet;
thence N 86°12'59" E 85 feet, more or less, to the East 1/16th line of said Section 18;
thence Southerly, along said East 1/16th line, to the water's edge of Catgut Slough;
thence Southwesterly, along the water's edge of Catgut Slough, to the intersection of the easterly extension of the centerline of Hinkley Road;
thence Westerly 830 feet, more or less, along the centerline of Hinkley Road and its easterly extension, to the point of beginning.

Said Area contains 120 acres, more or less.

LEGAL DESCRIPTION
SOUTH BAINBRIDGE LIMITED WATER & FIREFIGHTING AREA
TOWN OF CAMPBELL
LA CROSSE COUNTY, WISCONSIN

A parcel of land located in that part of Section 19 and Section 30, Township 16 North, Range 7 West, Town of Campbell, La Crosse County, Wisconsin, described as follows:

Beginning at the intersection of the centerline of French Slough and the northerly right-of-way line of the Canadian Pacific Railroad (formerly the Soo Line Railroad and the Chicago, Milwaukee, St. Paul and Pacific Railway);
thence Southeasterly, along the northerly line of said railroad right-of-way, to the centerline of the Main Channel of the Black River;
thence Northeasterly along the centerline of the Main Channel of the Black River to its intersection with the centerline of Richmond Slough (Catgut Slough);
thence Northwesterly along the centerline of Richmond Slough, to the easterly extension of the north line of a parcel as described in Volume 823, Page 575 of County Records;
thence S89°43'20"W along said north line and its easterly extension to the northwest corner of said parcel;
thence along the west line of said parcel, S00°03'58"E 26.00 feet;
thence S61°23'52"W 43.23 feet along the southerly line of a parcel as described in Volume 354, Page 81 of County Records to the northeasterly right-of-way line of Marina Drive;
thence Northwesterly 88 feet, more or less, along said northeasterly right-of-way line to the easterly right-of-way line of Schultz Drive;
thence Northerly 178 feet, more or less, along said easterly right-of-way line to the water's edge of Catgut Bay;
thence Westerly 210 feet, more or less, along the water's edge of Catgut Bay to the southerly line of a parcel as described in Volume 899, Page 64 of County Records;
thence West 180 feet, more or less, along said southerly line to the east right-of-way line of Bainbridge Street;
thence along said east right-of-way line of Bainbridge Street, N5°27'E to the north line of Government Lot 5, Section 30, T16N, R7W;

thence continuing along said east right-of-way line, N5°27'E 4 feet to the south line of a parcel as described in Volume 1338, Page 302 of County Records; thence S88°08'18"E 278 feet, more or less, to the water's edge of Catgut Bay; thence continuing S88°08'18"E to the centerline of Richmond Slough; thence Northeasterly along the centerline of Richmond Slough to the center line of Clinton Street, being an extension of the public highway formerly known as Washburne Street according to the recorded Plat of West La Crosse, thence along the centerline of Clinton Street, Westerly 266 feet, more or less; thence Northerly 33 feet to the north right-of-way line of Clinton Street; thence Northerly 148 feet, more or less, along the west bank of Richmond Slough; thence N 70°33'31"W 150 feet, more or less; thence N 25°50'32" E 30.39 feet; thence West 152.6 feet, more or less; thence Southerly, parallel to Bainbridge Street, 61.2 feet, more or less; thence West 208.75 feet to the east right-of-way line of Bainbridge Street; thence Southwesterly, across Bainbridge Street, to the northeast corner of Lot 2, Block 2, BOUCHER'S ADDITION TO WEST LA CROSSE; thence West 138.12 feet along the north line of said Lot 2 to its northwest corner thereof; thence Southerly 100 feet, along the west line of Lots 1 and 2, Block 2, BOUCHER'S ADDITION TO WEST LA CROSSE to the southwest corner of said Lot 1; thence Southwesterly, across Washburne Avenue, to the northwest corner of Lot 4, Block 1, BOUCHER'S ADDITION TO WEST LA CROSSE; thence Southerly 50 feet, more or less, along the west line of said Lot 4 to its southwest corner thereof; thence East 150 feet along the south line of said Lot 4 to its southeast corner thereof; thence S 5°27' W along the westerly right-of-way line of Bainbridge Street to the centerline of Walnut Street; thence West along said centerline, 90 feet, more or less, to the northerly extension of the west line of Lot 2, Block 4 of WEST LACROSSE PLAT; thence South 33 feet to the northwest corner of Lot 2, Block 4 of WEST LA CROSSE PLAT;

thence continuing South 140 feet, along the west line of said Lot 2 to its southwest corner thereof;

thence Southwesterly, across an alley, to the northwest corner of Lot 18, Block 4 of WEST LA CROSSE PLAT;

thence South 140 feet, along the west line of said Lot 18 to its southwest corner thereof;

thence Southeasterly, across Usher Street, to a point on the southerly right-of-way line of Usher Street located S 86°34' W 130.6 feet from the intersection of the centerline of Bainbridge Street;

thence S 3°17' E 140 feet;

thence S 86°46' W 322.5 feet;

thence N 3°17' W 140 feet, more or less, to the centerline of Usher Street;

thence S 86°46' W, along the centerline of Usher Street and its westerly extension to the centerline of French Slough;

thence Southerly, along the centerline of French Slough, to the point of beginning.

Said Area contains 112 acres, more or less.

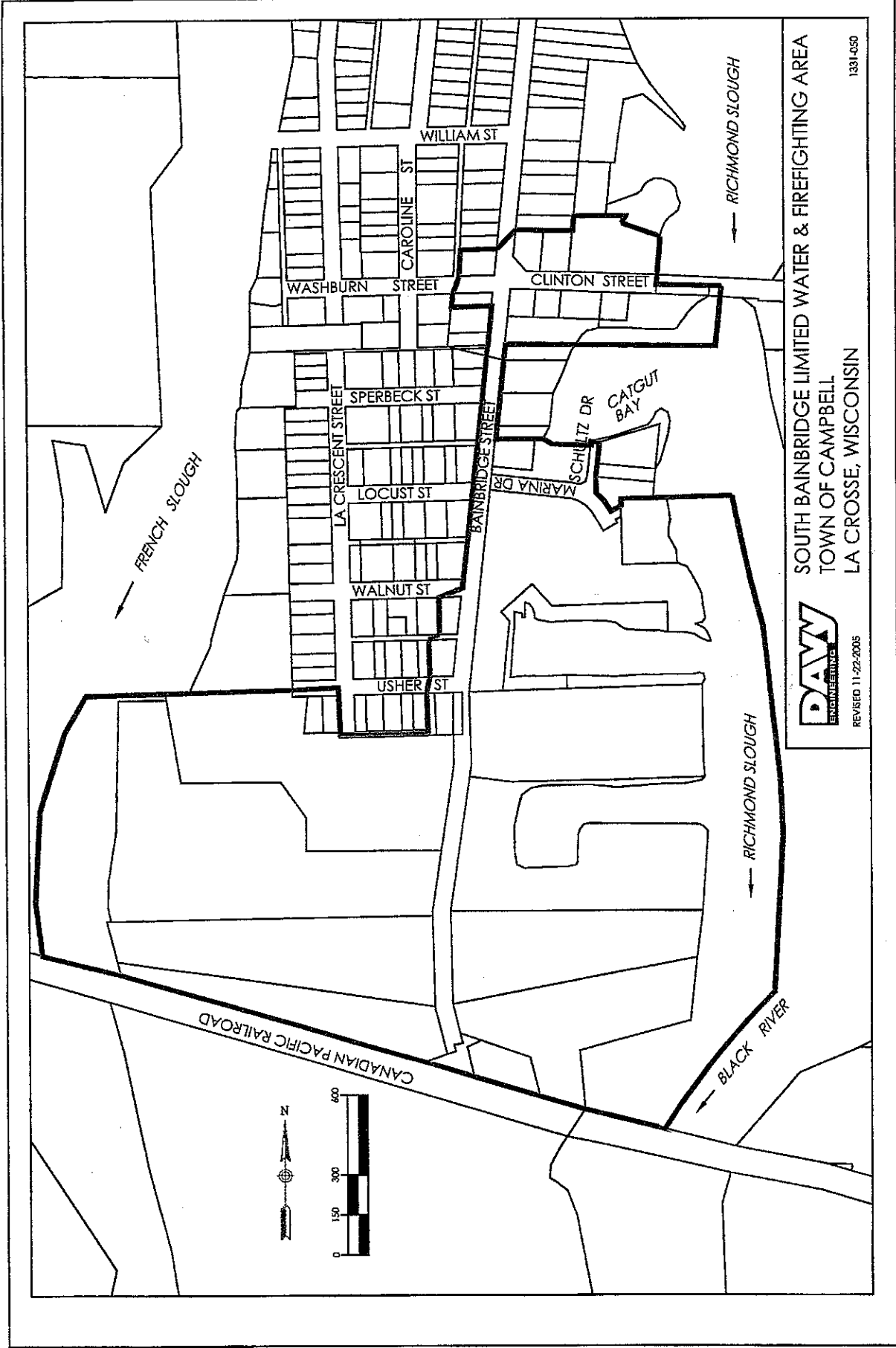


SKY HARBOUR LIMITED WATER & FIREFIGHTING AREA
 TOWN OF CAMPBELL
 LA CROSSE, WISCONSIN



REVISED 11-22-2005

1331-050



SOUTH BAINBRIDGE LIMITED WATER & FIREFIGHTING AREA
 TOWN OF CAMPBELL
 LA CROSSE, WISCONSIN

DAVY
 ENGINEERS
 REVISION 11-22-2005

1331-050

April 2, 2003

The La Crosse Fire Department delivers services to the citizens of La Crosse from four fire stations strategically placed throughout the City. The department has 97 uniformed staff and 1 administrative assistant.

The mission statement is as follows:

"It is the mission of the La Crosse Fire Department to provide progressive emergency services in the City of La Crosse in the most expeditious, yet safe and reliable manner possible. These services include but are not limited to fire suppression, rescue, water rescue, ice rescue, high angle response, hazardous materials response, emergency medical services, fire prevention and fire investigation.

These services will be provided to all citizens and visitors to the City of La Crosse regardless of race, gender, color, creed, social or financial status. It is also stated that these services will be provided at the most cost efficient manner, to maintain economic viability within the community."

This is a very brief description of what we do. I have enclosed my card. If you have any questions at all, or would like a tour of one or all of the station please contact me.

Sincerely,

Peter J. Stinson, Chief
La Crosse Fire Department

