



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. Kiskien
Deputy City Attorney

Pamela Captain
Assistant City Attorney

March 14, 2005

Mr. George Hall, Land Use Services
STATE OF WISCONSIN
Department of Administration
Municipal Boundary Review
PO Box 1645
Madison, WI 53703-1645


RE: Town of Campbell Incorporation Attempt
Case No.: 02-CV-711, 97-CV-126, 97-CV-127, 97-CV-128, 97-CV-134

Dear ^{George}Mr. Hall:

Per your request, enclosed you will find a copy of the Stipulation and Order for Dismissal and Order of Dismissal in regard to the Town of Campbell Incorporation in Case No.: 02-CV-711. Also, enclosed you will find a copy of Stipulation and Intergovernmental Agreement between the Town of Campbell and the City of La Crosse entered into between the Town and the City in May, 2004. As I mentioned on the phone, there are two lots on Nakomis that were provided water under an Annexation and Water Connection Agreement which I will forward to you for approval in the near future. You indicated that hopefully we could avoid having to pay the usual fee since these are pursuant to the Boundary Agreement.

Thank you again for your assistance.

Sincerely,


Patrick J. Houlihan
City Attorney

PJH:blb

Enclosures

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

IN THE MATTER OF THE
INCORPORATION AS A VILLAGE
OF CERTAIN TERRITORY IN THE
TOWN OF CAMPBELL

Case No.: 02-CV-711

STIPULATION AND ORDER FOR DISMISSAL

The parties in interest, by their attorneys, request that the court's Order, dated February 18, 2003, referring the matter to the Department of Administration, be withdrawn and further stipulate that this action for incorporation may be dismissed with prejudice and without cost to any party, and that an order to that effect may be entered without further notice or a hearing.


La Crosse County WI
FILED

SEP 29 2004

PAMELA RADTKE
CLERK OF COURTS

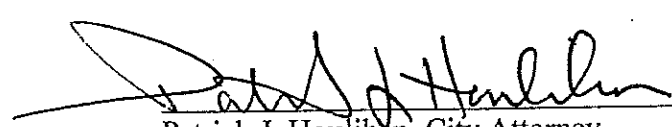
TOWN OF CAMPBELL

9-24-04
Date


John D. Claypool
State Bar No.: 1003743

CITY OF LA CROSSE

aug 26, 2004
Date


Patrick J. Houlihan, City Attorney
State Bar No.: 1014519

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

IN THE MATTER OF THE
INCORPORATION AS A VILLAGE
OF CERTAIN TERRITORY IN THE
TOWN OF CAMPBELL

Case No.: 02-CV-711

ORDER

Based on the Stipulation of the parties in interest,

IT IS ORDERED: This court's order dated February 18, 2003, referring the matter to the Department of Administration is hereby withdrawn and this action is dismissed with prejudice and without costs to any party.

Dated this 20 day of Sept, 2004.

BY THE COURT,
The original was signed by JUDGE DENNIS G.
MONTABON on the date indicated

Honorable Dennis G. Montabon
Circuit Court Branch 3

RECEIVED

JUN 23 2004

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

TOWN OF CAMPBELL,

Plaintiff

vs.

CITY OF LA CROSSE,

Defendant.

La Crosse County, WI
FILED
JUN 18 2004

Case No. 97-CV-126 (Smith)
Case No. 97-CV-127 (Becker)
Case No. 97-CV-128 (McCormick)
Case No. 97-CV-134 (Edwards)

PAMELA RADTKE
CLERK OF COURTS

STIPULATION AND INTER-GOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CAMPBELL AND THE CITY OF LA CROSSE

The City of La Crosse, (hereinafter referred to as "City"), a Wisconsin municipal corporation with offices at 400 La Crosse Street, La Crosse, Wisconsin, 54601, and the Town of Campbell, (hereinafter referred to as "Town"), a Wisconsin municipality with offices at 2219 Bainbridge Street, La Crosse, Wisconsin, 54603, enter into this stipulation and agreement, subject to approval of the courts having jurisdiction, compromising and settling the litigation and determining the common boundary line between the municipalities under authority of Wisconsin Statutes §§66.0225, to the extent applicable and 66.0301.

RECITALS

A. There are boundaries of the City and the Town that are immediately adjacent as shown on Exhibit 1.

B. The City and the Town are parties to multiple court actions for the purpose of testing the validity or invalidity of annexations and an incorporation.

C. It is the intention of the City and Town that the courts having jurisdiction of the litigation, subject to this stipulation, may enter a final judgment incorporating the provisions of the stipulation and agreement and fixing the Common Boundary Line between the municipalities involved.

D. On February 12, 2004, the Common Council of the City of La Crosse, approved this stipulation and agreement.

E. On February 24, 2004, the Town Board of the Town of Campbell approved this stipulation and agreement.

F. The City and Town enter into this stipulation and agreement for the purposes of establishing a long-term boundary, assuring orderly growth and development, allowing the Town to maintain land area of at least four (4) square miles, protecting town property owners from annexations against their will and facilitating annexation of lands to the City at the will of the owners who need city services, without threat of lawsuits.

G. The City and Town have independently determined that this agreement best promotes the mutual public health, safety, order, convenience, prosperity and general welfare as well as efficiency and economy of development within both the City and the Town.

SECTION I: TERM OF AGREEMENT

This agreement shall commence as of the date of entry of judgment of this stipulation and agreement and shall terminate on January 1, 2025.

SECTION II: PARTICIPATING MUNICIPALITIES

This stipulation and agreement applies to the City of La Crosse and the Town of Campbell, located in La Crosse County, Wisconsin.

SECTION III: COMMON BOUNDARY LINE

The parties mutually agree to the Common Boundary Line between the municipalities as described on the attached Exhibit 1 and request the court having jurisdiction to enter a final judgment incorporating the provisions of this stipulation and fixing the Common Boundary Line.

SECTION IV: FOUR (4) SQUARE MILE REQUIREMENT

A. The City and the Town understand that Wisconsin Statute §66.0205 provides that the minimum area requirement for a metropolitan village is four (4) square miles. It is the intent of the City and the Town that a sufficient area for incorporation under Wisconsin Statute §66.0205 shall be retained by the Town during the term of this agreement in order to meet the statutory requirement.

B. The total land area of the Town as a result of the Common Boundary Line described in Section III is 4.0569 square miles.

C. Under no circumstances shall the City be allowed to annex property if doing so would cause the Town to go below four (4) square miles.

SECTION V: DISMISSAL OF LAWSUITS

A. Upon the entry of a final judgment incorporating the provisions of this stipulation, the following lawsuits shall be dismissed:

<u>CASE NO.</u>	<u>CAPTION</u>
96-CV-764	Town of Campbell v. City of La Crosse (Trueblood)
97-CV-126	Town of Campbell v. City of La Crosse (Smith, Vogel, et al.)
97-CV-127	Town of Campbell v. City of La Crosse (Becker, et al.)
97-CV-128	Town of Campbell v. City of La Crosse (McCormick)
97-CV-134	Town of Campbell v. City of La Crosse (Edwards, et al.)
97-CV-129	Town of Campbell v. City of La Crosse (Mahnke, Swanson, Scott)
97-CV-130	Town of Campbell v. City of La Crosse (Dahle)
97-CV-131	Town of Campbell v. City of La Crosse (Henriksen, Pfister)
97-CV-132	Town of Campbell v. City of La Crosse (Gallagher)
97-CV-133	Town of Campbell v. City of La Crosse (Briggs)
97-CV-324	Town of Campbell v. City of La Crosse (Bertram)
97-CV-325	Town of Campbell v. City of La Crosse (Giese)
97-CV-326	Town of Campbell v. City of La Crosse (Hoffman)
97-CV-327	Town of Campbell v. City of La Crosse (Morkwed)
97-CV-328	Town of Campbell v. City of La Crosse (Schroeder)
97-CV-329	Town of Campbell v. City of La Crosse (Wakeen)
97-CV-456	Town of Campbell v. City of La Crosse (Burritt)
97-CV-457	Town of Campbell v. City of La Crosse (Gallagher 2nd)
97-CV-631	Town of Campbell v. City of La Crosse (Plueger)
97-CV-632	Town of Campbell v. City of La Crosse (Boyd)
97-CV-633	Town of Campbell v. City of La Crosse (Jandt)
97-CV-634	Town of Campbell v. City of La Crosse (Johnson)
97-CV-635	Town of Campbell v. City of La Crosse (Binsfield)
97-CV-636	Town of Campbell v. City of La Crosse (Melby)
00-CV-075	Town of Campbell v. City of La Crosse (Graf)
00-CV-754	Town of Campbell v. City of La Crosse (Smith)
01-CV-577	Town of Campbell v. City of La Crosse (3431 Lakeshore Drive)
02-CV-699	Town of Campbell v. City of La Crosse (Hetzl)
02-CV-700	Town of Campbell v. City of La Crosse (.01 Acres)
02-CV-711	In the Matter of the Incorporation as a Village of Certain Territory in the Town of Campbell
03-CV-109	Town of Campbell v. City of La Crosse (Jarchow)
02-1150	In the Matter of the Incorporation as a Village of Certain Territory in the Town of Campbell
02-2541	Town of Campbell v. City of La Crosse (Smith, Becker, McCormick)
02-2586	Town of Campbell v. City of La Crosse (Edwards)

B. The City and the Town agree that there shall be no division of assets or liabilities nor tax pro ration as it relates to the annexation disputes dismissed by this stipulation.

C. No costs or attorneys fees shall be assessed against either party.

SECTION VI: FUTURE ANNEXATIONS

- A. The City will not accept any annexation request from any property owner on the main island, except as provided for in Paragraph B of this section.
- B. La Crosse shall not accept nor approve any annexation requests from any property owner in the Town of Campbell except those on Hiawatha Island and any property deemed necessary by the Federal Aviation Administration for the safety of airport operations. The territory making up Hiawatha Island is attached as Exhibit 2. Annexation of territory on Hiawatha Island must be unanimous direct annexation pursuant to §66.0217(2).
- C. The City shall give the Town at least twenty (20) days notice, in writing, of its intent to annex said lands (see also procedure to calculate area being annexed). The Town and the City shall calculate the remaining area within the Town at the time of the consideration of each annexation and no annexation shall be accepted by the City if, based upon the calculations set forth in Exhibit 3, the Town will fall below the required four (4) square miles. Any disagreement as to whether the Town will fall below the four (4) square miles shall be resolved by the court that entered judgment in this case, on motion by either party for determination by the court.
- D. The Town shall not contest, nor support opposition to, annexations, on any grounds whatsoever, including contiguity, consistent with the terms of this agreement.

SECTION VII: INCORPORATION PETITIONS

- A. Upon entry of judgment incorporating this stipulation and agreement, the Town and the City shall jointly request the Department of Administration to dismiss the currently pending incorporation petition.
- B. The Town shall not assist or support in any way, including financially, any effort to incorporate the whole Town or any part of the Town until after June 30, 2024. The purpose of this agreement is to preserve the Town's ability to seek incorporation during the last six (6) months of this agreement (after June 30, 2024), and provide financial and any other assistance it deems necessary to accomplish incorporation. The area of the Town proposed for incorporation may include all lands remaining in the Town as of June 30, 2024.
- C. The City reserves the right to oppose and/or contest any incorporation on any basis except the land area of the Town, which is understood and agreed to be preserved at or above four (4) square miles throughout the term of this agreement.

SECTION VIII: MUNICIPAL SERVICES

The parties acknowledge that the City and the Town currently have agreements for cooperation and provision of services related to sanitary sewer treatment, bus service and recycling services. This agreement is not intended to affect or impair agreements that are currently in existence. The City and the Town further agree that the existing agreements for bus service and recycling may be discontinued if the City and the Town cannot reach an agreement to renew or continue said services. The parties agree that the sanitary sewer service contract will not be discontinued during the term of this agreement. The City shall not be obligated to provide any other City service during the term of this agreement. The agreement does not prevent the City and the Town from making agreements for the provision of other municipal services on terms and conditions subsequently agreed to by the parties.

SECTION IX: INTERPRETATION OF AGREEMENT

This document has been jointly drafted by representatives of the City and the Town.

SECTION X: CHALLENGE TO AGREEMENT

A. Should a third party challenge the validity or enforceability of this agreement or any of its provisions, the City and the Town shall fully cooperate to vigorously defend the agreement. Settlement of any action shall be permitted only with the approval of the governing bodies of both the City and the Town.

B. A challenge to this agreement by the City or the Town or a failure to vigorously defend this agreement constitutes a breach.

C. If a challenge to the validity or enforceability of this agreement or any statutory provision under which this agreement is entered into is declared unconstitutional or any part of this agreement is declared invalid, the City and the Town agree to proceed to establish a cooperative boundary agreement, pursuant to Wisconsin Statute §66.0307, or any successive statute upon the same terms and conditions as provided herein. The goal of the City and the Town is to ensure the enforceability of the terms of this agreement.

SECTION XI: BINDING EFFECT OF AGREEMENT

This agreement shall bind, and accrue to the benefit of, all successors of the City and Town, whether one or more.

SECTION XII: REMEDIES

A. In the event of a breach of this agreement, the City and the Town shall meet to seek a resolution within thirty (30) days following written notice by one party to the other party of the breach.

B. Either party may seek declaratory judgment or specific performance of this agreement by court action in addition to any other remedies available at law or in equity.

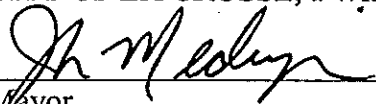
C. In the event it is determined that an annexation would cause the Town area to fall below four (4) square miles, the Town may apply to the circuit court in La Crosse County to enforce the terms of this agreement related to the preservation of the four (4) square miles.

SECTION XIII: AMENDMENT

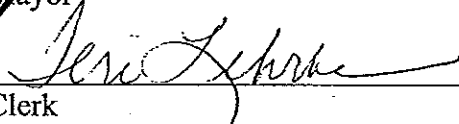
This agreement may be amended upon the mutual agreement of the parties during the term hereof.

CITY OF LA CROSSE, a Wisconsin Municipal Corporation

05/27/04
Date

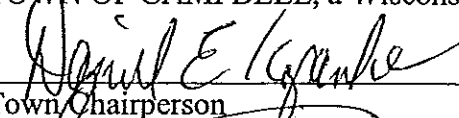

Mayor

5/27/04
Date


Clerk

TOWN OF CAMPBELL, a Wisconsin Municipality

5/25/04
Date


Town Chairperson

5/25/04
Date


Town Clerk

Drafted by:

Patrick J. Houlihan, SBN: 1014519
Pamela A. Captain, SBN: 1023192
John D. Claypool, SBN: 1003743

LEGAL DESCRIPTION
OF
HIAWATHA ISLANDS

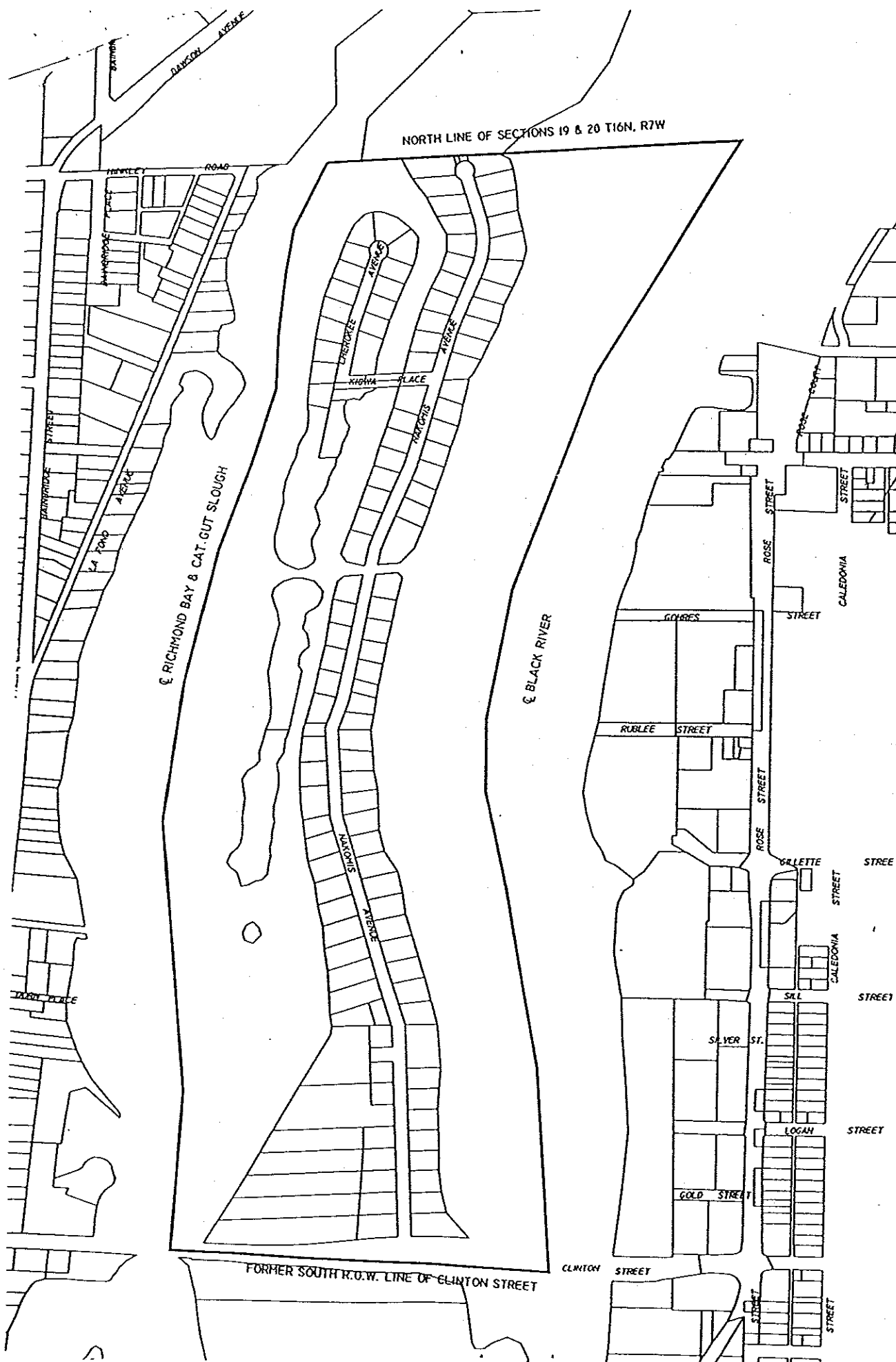
Part of Government Lots 3 and 4, Section 19, T16N, R7W, Town of Campbell, La Crosse County, Wisconsin including all of the following additions: Terpstra Addition to Hiawatha Islands Addition, Hiawatha Islands Addition, First Addition to Hiawatha Islands Addition, Second Addition to Hiawatha Islands Addition, Third Addition to Hiawatha Islands Addition, Fourth Addition to Hiawatha Islands Addition, and Fifth Addition to Hiawatha Islands Addition. Also a part of the Northwest Quarter of the Northwest Quarter of Section 20, T16N, R7W, Town of Campbell, La Crosse County, Wisconsin all more particularly described as follows:

Beginning at the intersection of the Centerline of the Black River Channel and the North line of Section 20, T16N, R7W and commencing Westerly along said North line to the NE Corner of Section 19, T16N, R7W and continuing along the north line of Section 19 to its intersection of the Centerline of Richmond Bay (Cat Gut Slough);

Thence Southerly along the Centerline of Richmond Bay to the former South right-of-way line of Clinton Street;

Thence Easterly along the former South right-of-way to its intersection with the Centerline of the Black River;

Thence Northerly along the Centerline of the Black River to the Point of Beginning.



METHODOLOGY FOR
DETERMINING THE OFFICIAL LAND AREA
OF PARCELS BEING REMOVED FROM THE
TOWN OF CAMPBELL VIA ANNEXATIONS

WHENEVER THE FINAL SETTLEMENT DATE IS DETERMINED BY THE COURTS, THE FOLLOWING METHODOLOGY WILL BE USED TO DETERMINE THE OFFICIAL LAND AREA OF ALL PARCELS BEING REMOVED FROM THE TOWN OF CAMPBELL VIA ANNEXATION.

BACKGROUND:

THE OFFICIAL LAND AREA FOR THE TOWN OF CAMPBELL IS BASED ON THE LOCATION OF TERRESTRIAL VEGETATION AS DETERMINED FROM MAPS PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE. THE SEPARATION OF AQUATIC AND TERRESTRIAL VEGETATION IS BASED ON THE ORDINARY HIGH-WATER MARK. (SEE THE FOLLOWING DEFINITIONS). Maintaining 4 square miles of land area is an integral part of this agreement and at no time during the term of this agreement shall the Town's land area be less 4 square miles.

ORDINARY HIGH WATER MARK: The ordinary high water mark (OHWM) is the point on the bank or shore where the water is present often enough to leave a distinct wear mark. More specifically, the OHWM is the point on the bank or shore up to which the water, by its presence and action or flow, leaves a distinct mark indicated by erosion, destruction of or change in vegetation or other easily recognizable characteristic. For more information, refer to the DNR Publication "*Public or Private? II - Ordinary High Water Mark*".

RIPARIAN = LOCATED ON THE BANK OF A NATURAL WATERCOURSE, OR SOMETIMES OF A LAKE OR TIDEWATER.

METHODOLOGY TO DETERMINE THE OFFICIAL LAND AREA OF RIPARIAN PARCELS:

1. DETERMINE THE ELEVATION OF THE ORDINARY HIGH-WATER MARK. The City Engineer and Town Engineer will confer on the correct location of the OHWM for the parcel in question, conducting a field survey if necessary.
2. DETERMINE THAT PORTION OF THE PARCEL LOCATED ABOVE THE ORDINARY HIGH-WATER MARK.
3. COMPUTE THE OFFICIAL LAND AREA OF THAT PORTION OF THE PARCEL LOCATED ABOVE THE ORDINARY HIGH-WATER MARK.
4. IN ADDITION TO THE TOTAL AREA OF THE PARCEL BEING ANNEXED, THE ANNEXATION DOCUMENT SHOULD ALSO NOTE THE OFFICIAL LAND AREA.

METHODOLOGY TO DETERMINE THE OFFICIAL LAND AREA OF NON-RIPARIAN PARCELS:

1. THE OFFICIAL LAND AREA WILL BE BASED ON THE LENGTH AND WIDTH OF THE PARCEL, AS SHOWN ON THE PLAT MAPS OR THE METES AND BOUNDS DESCRIPTION IN THE LATEST DEED FOR THE PARCEL, PLUS ANY ROAD RIGHT-OF-WAY ATTACHED TO THE ANNEXATION.