



Town of Shelby



Proposed City of La Crosse/Town of Shelby Cooperative Boundary Agreement

EXECUTIVE SUMMARY

December 7, 2016

Why are the City and Town pursuing this agreement?

The City and Town are closely intertwined. We share a school district, a local economy, and a complex boundary. Annexations of Town land into the city, and proposals for housing developments in the Town have resulted in conflict over the years. The purpose of this agreement is to build trust and predictability for the City, the Town and property owners.

How has this agreement been drafted?

Regional discussions about the benefits of boundary agreements started in 2014. A Working Group of elected officials and staff for the City and Town started meeting in 2015 and have been meeting almost monthly in 2016. There are been periodic updates and consultation with the Town Plan Commission and Board and City Plan Commission and Council, and consultation with the City and Town attorneys. The process has been facilitated by planning consultant MSA Professional Services, Inc., on behalf of the La Crosse Area Planning Committee.

How long would this agreement last?

The agreement is proposed to last 25 years, and would extend automatically for 5-year extensions if neither party actively withdraws.

What if either party wishes to alter the terms of this agreement after adoption?

The agreement allows for amendments at any time if both parties agree to the amendment. Any perceived violations of the agreement can be resolved through processes described in the agreement, including legal action.

What will the City and Town gain by approving this agreement?

Both the City and the Town will gain:

- Property tax revenue growth due to new residential development
- Economic development in the southern part of the County, supported by an increased workforce and customer base
- Support for the School District of La Crosse due to growth in enrollment and property tax revenue
- Avoidance of conflict and lawsuits, saving time and money
- Further collaboration for fire and police services

The Town will also gain:

- A Town Growth Area where subdivisions can be approved and City sewer and water may be extended without annexation
- Use of City services, such as recreational facility fees, at "resident" rates
- Ownership of the Shelby Youth Baseball Hillview Complex Parking Lot, transferred from the City

Proposed La Crosse/Shelby Cooperative Boundary Agreement – Executive Summary

The City will also gain:

- Revenue sharing to offset City costs resulting from Town resident use of City infrastructure
- Improved planning for growth areas
- Consistent development standards for Town developments

What are the proposed terms of the agreement?

The proposed agreement would designate five policy areas in the Town (see the maps).

City Growth Area

- Intended for urban development with annexation or attachment to the City
- No land divisions or rezonings while still in the Town, except with City approval
- A “Delayed Attachment” option for owners seeking development, allowing development to City standards that would stay in the Town and pay Town tax rates for 15 years and then be attached to the City. The expiration of this agreement will have no effect on a scheduled attachment.
- Any Town islands that would be created as a result of annexations or attachments during the term of this agreement would be allowed to remain as Town islands until the original agreement period expires, and then would be attached to the City. No extraordinary efforts in the platting process to protect the connectivity of a potential town island.
- City/Town collaboration on neighborhood or corridor planning efforts

Town Growth Area

- No annexations or attachments
- Development permitted if consistent with agreed standards:
 - 66-foot road right-of-way
 - Maximum cul-de-sac length of 500 feet, or turnarounds provided every 500 feet
 - Safe zones for walking and biking on all new streets
 - If unsewered, easements that would allow for future retrofit of sewer
 - Curb and gutter and storm sewer NOT required
 - Street trees NOT required
- City will approve plats that meet the standards in this agreement within 30 days of complete submittal
- City will allow extension of City sewer and water service, with costs assessed to the area served. The City may charge a standardized fee for connection to the sewer or water system, but will consider discounts of those fees for new Town of Shelby customers. Other deferred assessment costs in specific areas would be negotiated case by case, per current practice.

Town Growth Area – Sewer Required

- Same as Town Growth Area, but development will be permitted only with City sewer and water service.

Town Islands

- Annexation by petition only
- No new sewer or water extensions except with annexation
- No Town objection to annexation petitions
- Commitment to collaborate on any neighborhood or corridor planning in and around these areas

Bluffland Transition Area

- Could remain in the Town or annex
- No Town objection to annexation petitions

Proposed La Crosse/Shelby Cooperative Boundary Agreement – Executive Summary

- Annexation required for development of lands below the bluff
- Conservation lands can be in City or in Town

Rural Preservation Area

- No City sewer or water service will be extended to this area
- No subdivisions creating five or more parcels

The Agreement would also establish revenue sharing payments and several other mutual commitments.

Revenue Sharing

- The City will provide to the Town 5 years of tax revenue whenever property is annexed prior to urban development
- The Town will provide to the City 50% of its tax revenue for any “delayed attachment” development in the City Growth Area
- The Town will provide to the City, in perpetuity, a fee per household adjusted over time for inflation and new housing. The amount of this fee has not yet been determined. Discussions have included the option that the Town would pay a higher per-household fee for each new sewer household. These payments will continue beyond the expiration of the agreement.

Other Commitments

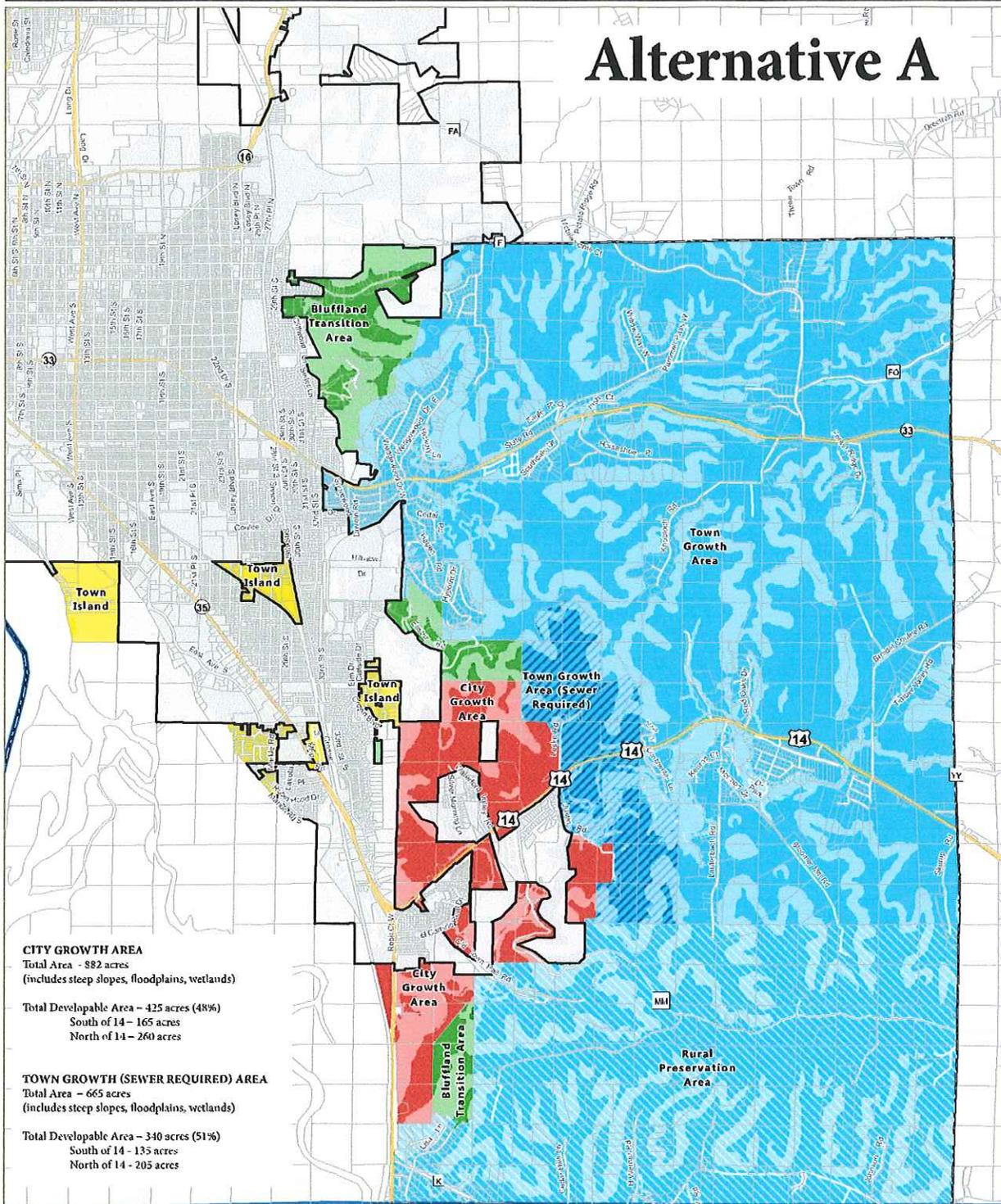
- All City departments and services, such as the Parks Department, will charge “resident” rates for Shelby users
- The Shelby Youth Baseball Hillview Complex Parking Lot will be transferred to the Town
- The City and Town will amend/update their respective comprehensive plans for consistency with this agreement
- The City and Town agree to work together to renew Sewer Service Agreements for Shelby Sanitary District #1 and Shelby Sanitary District #2, and to create any new sewer or water districts as needed, consistent with the terms of this plan
- The City and Town will work with La Crosse County to explore alternative library system structures and funding
- The City and Town will meet periodically to review police and fire service needs and patterns, and to pursue additional agreements as possible to meet those needs efficiently and equitably

How much of this is already settled? What are we seeking from City and Town residents?

All aspects of this agreement remain open for discussion and debate. The preceding summary reflects many areas of consensus within the Working Group, and also some topics not yet resolved, such as the amount of revenue sharing and utility connection fees. Another topic not yet resolved, as indicated by the two different maps attached to this summary, is the boundary between the City Growth Area and the Town Growth Area. Should the lands north of Hwy 14/61 accessible via Leske Road be in the Town Growth Area (Alternative A) or the City Growth Area (Alternative B)? The Working Group has considered some other policy variations that might be added to resolve the boundary question, such as requiring that all lands in the smaller version of the City Growth Area (Alternative A) would be attached to the City at the end of the agreement period (25 years).

Public comment is now requested, to inform further discussion within the Working Group and with City and Town Planning Commissions and elected officials.

Alternative A



CITY GROWTH AREA
 Total Area - 882 acres
 (includes steep slopes, floodplains, wetlands)

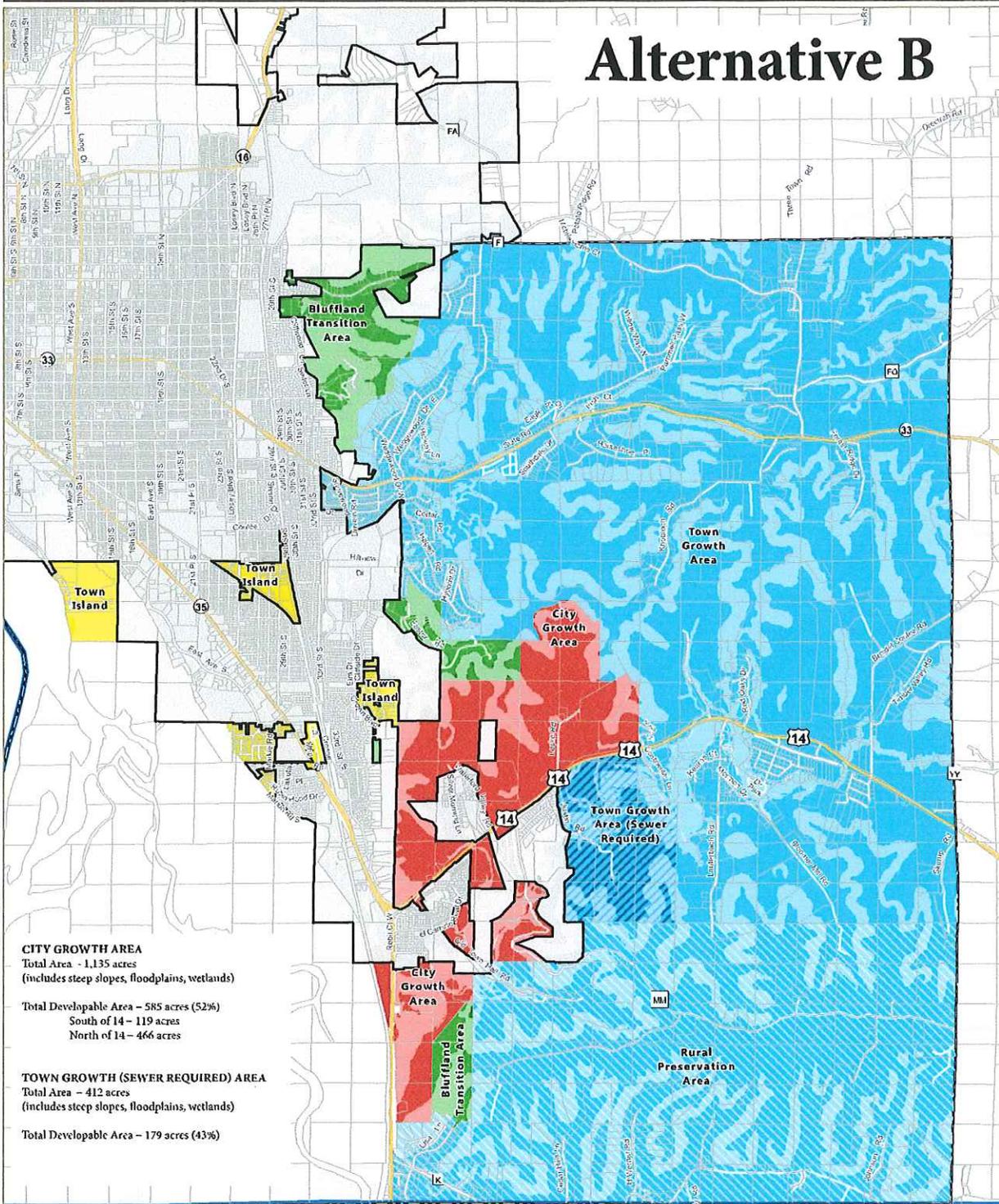
Total Developable Area - 425 acres (48%)
 South of 14 - 165 acres
 North of 14 - 260 acres

TOWN GROWTH (SEWER REQUIRED) AREA
 Total Area - 665 acres
 (includes steep slopes, floodplains, wetlands)

Total Developable Area - 340 acres (51%)
 South of 14 - 135 acres
 North of 14 - 205 acres

LEGEND	
	City of La Crosse
	Town of Shelby
	LAPC Boundary
	Bluffland Transition Area
	Rural Preservation Area
	Town Growth Area
	Town Growth Area (Sewer Required)
	Town Island
	City Growth Area
	Lands which cannot be developed due to slopes exceeding 30% or floodplains or wetlands are indicated with a white overlay, which displays as a faded version of the underlying color. The darker color is the area that is developable.

Alternative B



CITY GROWTH AREA
 Total Area - 1,135 acres
 (includes steep slopes, floodplains, wetlands)

Total Developable Area - 585 acres (52%)
 South of 14 - 119 acres
 North of 14 - 466 acres

TOWN GROWTH (SEWER REQUIRED) AREA
 Total Area - 412 acres
 (includes steep slopes, floodplains, wetlands)

Total Developable Area - 179 acres (43%)

LEGEND

- City of La Crosse
- Town of Shelby
- LAPC Boundary
- Bluffland Transition Area
- Rural Preservation Area
- Town Growth Area
- Town Island
- City Growth Area
- Town Growth Area (Sewer Required)
- Lands which cannot be developed due to slopes exceeding 30% or floodplains or wetlands are indicated with a white overlay, which displays as a faded version of the underlying color. The darker color is the area that is developable.