

MD of Foothills and Town of Okotoks JOINT PLANNING AGREEMENT



Adopted January 18, 2010



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PART 1: AGREEMENT FRAMEWORK

1.1 Mission Statement

To create a long term integrated ***Development Management Strategy*** for the MD of Foothills and the Town of Okotoks ***Development Management Strategy Area*** (Exhibit A) and protocols for successful joint planning.

1.2 Purpose and Opportunities Statement

Building upon past successes, the MD of Foothills and the Town of Okotoks commit to a long term partnership that understands and appreciates the different perspectives as a point of strength in growing toward a strong future together and:

1. Expands the appreciation of local history and culture;
2. Respects individual distinct identities and jurisdictions;
3. Retains and protects the rural character and “small town” character;
4. Protects the ***Natural Capital*** of the area;
5. Develops mutually beneficial growth and servicing strategies;
6. Creates an atmosphere of support and cooperation in managing the social, natural, and economic resources of this rich sub-region;
7. Is collaborative in areas of common land interest; and
8. Manages growth within the ***Development Management Strategy Area***.

1.3 Principles

The following Principles shall guide subsequent processes and communications between the MD of Foothills and the Town of Okotoks:

1. **Understand** each other’s growth aspirations by providing full disclosure and factual information;
2. **Respect** each other’s point of view and have honest interaction and realistic expectations;
3. **Respect** which aspects of development planning and growth are of mutual interest and which areas are of single jurisdictional interest;
4. **Share** costs relating to the delivery of agreed upon soft and hard services on a ***Fair and Equitable*** basis;

5. **Support** each other in finding mutually beneficial solutions;
6. **Serve** the constituents while respecting the social, economic and infrastructure capacities of the municipalities;
7. **Communicate** effectively to clarify any challenges and provide a clear and mutually supportive message to the public and media; and
8. **Live** within the *Carrying Capacity* of the landscape.

1.4 Common Interests

The following common interests provide a strong foundation to work cooperatively for mutual gain:

1. Manage growth and development in a responsible and collaborative manner within the *Development Management Strategy Area*;
2. Protect the area's water supply from a quantity and quality perspective;
3. Explore sub-regional water and sanitary/storm sewer options;
4. Satisfy common needs in providing facilities and shared service delivery which may include emergency/protective services, library, social, cultural and recreational services, waste management, medical services, transportation infrastructure, and education;
5. Protect and enhance the physical and cultural landscape; and
6. Promote financial sustainability and vibrant economies.

1.5 Outcomes

The outcomes of this Agreement will be:

1. A framework for proceeding with the *Development Management Strategy* within the *Development Management Strategy Area* followed by amendment of the Intermunicipal Development Plan (IDP);
2. A framework and methodology to address cost sharing arrangements for the delivery of services followed by cost sharing agreement(s);
3. A communication protocol and improved process for both Councils, the Intermunicipal Development Committee, and Staff; and
4. An action plan to implement the *Development Management Strategy* and the revised Intermunicipal Development Plan.

1.6 Definitions

“Area of Influence” means the service delivery area of a specific service (e.g., Emergency and Protective Services).

“Carrying Capacity” means the ability of a watershed, air shed and/or landscape to sustain activities and development before it shows unacceptable signs of stress or degradation.

“Cluster Residential” means residential development designed to reduce the development footprint by placing lots close to each other in association with a larger remnant parcel that cannot be further subdivided. Under this Joint Planning Agreement, maximum density is one lot per 4 acres (1.62 ha) of a parent parcel or 0.25 units per acre (UPA) and parcel size is a minimum 0.80 ac (0.32 ha) and a maximum 1.99 ac (0.80 ha) as contemplated in the draft Foothills Municipal Development Plan (MDP) 2010. (definition to conform with MD of Foothills MDP 2010)

“Country Residential” means development on a relatively small area of land (not exceeding 32 lots or units per quarter or 1 lot or unit per 5 acres of parent parcel) intended as a site for a private detached single family dwellings in a rural surrounding. (definition to conform with MD of Foothills MDP 2010)

“Development Management Strategy” means the growth and development strategy described within this Joint Planning Agreement.

“Development Management Strategy Area (DMSA)” means the area that is the basis for determining the baseline for future growth projections, related service delivery and cost sharing (see Exhibit A).

“Fair and Equitable” means reasonable and balanced, normally relating to specific servicing provisions and associated responsibilities under this Joint Planning Agreement.

“Joint Development Area(s)” are areas within the **Development Management Strategy Area** that require additional evaluation of appropriate land uses, densities and servicing strategies after this agreement is signed and will be planned jointly by the MD of Foothills and Town of Okotoks.

“MD of Foothills Growth Model” means a growth management strategy that anticipates a rate of growth for portions of the MD of Foothills within the **Development Management Strategy Area** to historical growth rates.

“Modified Cluster Residential” means a residential development pattern designed to reduce the development footprint by placing lots close to each other in association with a larger remnant parcel that cannot be further subdivided. Under this Joint Planning Agreement, residential densities can be up to a maximum of 64 units per quarter or one lot per 2.5 acres (1.01 ha) of a parent parcel (0.4 units per acre (UPA)) within the modified cluster area identified in Exhibit B.

“Natural Capital” means the inference of wealth or value gained from complex environmental systems. These systems when functioning optimally continue to produce wealth or value into the future.

“Okotoks Growth Model” means a growth management strategy that maintains a growth boundary for the Town of Okotoks based in large part on environmental **Carrying Capacity** as contained within the 1998 Okotoks Municipal Development Plan.

PART 2: DEVELOPMENT AND GROWTH MANAGEMENT

The intent of the Development and Growth Framework is to create a linked infrastructure system that achieves efficient development within anticipated growth limits and maintains a distinct rural character surrounding the Town of Okotoks. Service delivery and cost sharing will be determined on a location and formula basis. Residential growth within the **Development Management Strategy Area** will be based on historical growth rates and accommodated in a variety of different rural-sensitive forms. The scope and extent of other uses will be defined in the subsequent Intermunicipal Development Plan amendment process and other associated planning initiatives.

2.1 Development and Growth Framework

The MD of Foothills and the Town of Okotoks agree to the following which will be subject to further refinement through public discussions:

1. The Development and Growth Framework will serve as a basis for revising the Intermunicipal Development Plan and development of other initiatives of possible mutual interest;
2. The **Joint Development Areas** shown in Exhibit B shall be planned together which will define future development and may include location, land use, density limits (e.g., residential units per acre or commercial, industrial, or institutional floor space) and associated servicing requirements as well as responsibilities (both hard and soft services);
3. Both parties agree to cooperate on the planning and development of linked infrastructure systems;
4. The MD of Foothills and the Town of Okotoks agree to work together to achieve efficient development in the **Development Management Strategy Area** within specified limits (see **Modified Cluster, Cluster Residential, Country Residential** definitions) while maintaining a distinct rural character. Both parties agree to a **Growth Model** for Okotoks to maintain “small town” character within Okotoks and a **Growth Model** for areas within the MD of Foothills part of the **Development Management Strategy Area** to maintain rural character within the MD of Foothills;
5. Both parties agree to manage a transition of residential densities within the **Development Management Strategy Area**, examining innovative implementation tools such as “Transfer of Development Credits” to retain agricultural land, open space, environmentally sensitive areas, and natural systems, while providing a variety of different residential types and densities;
6. Development areas outside the **Development Management Strategy Area** may have service implications but shall not be jointly planned unless otherwise agreed to;
7. Servicing requirements for the **Development Management Strategy Area** will be determined through a cost sharing agreement as per a formula on a **Fair and Equitable** basis;

8. Outside the **Development Management Strategy Area**, service delivery and cost sharing arrangements for services may be agreed to that have a larger **Area of Influence** and use (e.g., library, cultural and recreational facilities);
9. The following services may require cost and/or revenue sharing arrangements to be determined on a service area basis:
 - a. Potable Water;
 - b. Sanitary Sewer;
 - c. Storm Water;
 - d. Roads and Transit;
 - e. Emergency and Protective Services;
 - f. School sites;
 - g. Solid Waste Management;
 - h. Library;
 - i. Medical Services
 - j. Economic Development/Business Services
 - k. Cemetery;
 - l. Recreation;
 - m. Family and Community Support Services;
 - n. Social Services;
 - o. Seniors Housing;
 - p. Affordable Housing; and
 - q. Other Cultural and Community Facilities.
10. Natural systems and environmentally sensitive areas require protection and the MD of Foothills and Town of Okotoks will work together to preserve and enhance these valuable systems and areas;
11. Water quality and the associated natural sources of potable water shall be managed by the MD of Foothills and the Town of Okotoks in a cooperative effort to conserve the existing resource and find additional sources for the planned growth of the area;
12. Residential growth within the **Development Management Strategy Area** is based on MD of Foothills historical growth rates and accommodated in a variety of different forms including first parcels out (**Country Residential**), infill of existing **Country Residential** parcels, **Cluster Residential**, **Modified Cluster Residential** and growth within the **Joint Development Areas** as outlined in Table 1.

Table 1
DMSA Projected Residential Growth and Development from 2010 to 2060

	Dwellings	Population ¹
Existing Residential within DMSA in 2010	849	2207
MD Residential Growth Within DMSA from 2010 to 2060		
CR Infill (25% densification of existing CR within DMSA)	354	920
Sandstone ASP	300	780
Green Haven ASP	91	237
Joint Development Areas & Modified Cluster	<u>1355</u>	<u>3523</u>
Sub Total	<u>2100</u>	<u>5460</u>
Total Residential within DMSA by 2060	2949	7667

¹ These growth and development projections could be affected by the carrying capacity of each municipality as well as infrastructure and service delivery limitations or opportunities.

13. Some commercial development is anticipated within the **Joint Development Areas** and Highway 2A Area Structure Plan Study Area. The scope and extent of commercial development will be determined through the ongoing intermunicipal planning processes.
14. Entranceways/Gateways shall be planned together to optimize the sense of entry and exit from the MD of Foothills and the Town of Okotoks; and
15. The Intermunicipal Development Plan (to be revised) and other associated planning initiatives will reflect these elements in their formation and refinement in tandem with the public consultation process and other statutory requirements.

PART 3: PRECONDITIONS TO PROCEED

3.1 Preconditions

The MD of Foothills and the Town of Okotoks agree to proceed with the refinement of the **Development Management Strategy** and the amendment of the Intermunicipal Development Plan subject to the following:

1. That the Sandstone Springs appeal to the Municipal Government Board be discontinued, subject to the signing of this Joint Planning Agreement and the associated next steps to resolve any outstanding concerns including agreement in writing from the MD of Foothills and developer that the Sandstone Springs ASP will be serviced by a communal sewage collection system connected to the Town of Okotoks system for treatment. This Joint Planning Agreement does not preclude the Town from continuing with its Statement of Concern to Alberta Environment regarding water licensing;
2. That staff from the MD of Foothills and Town of Okotoks finalize the specific list of commercial uses for the Gold Medal land use referral that are acceptable to both parties prior to January 29, 2010 with the intent that this referral proceed to final approval by the MD of Foothills in advance of completion of the plan for the South **Joint Development Area** as identified in Schedule A;
3. That both Municipalities acknowledge and recognize the existing Sandstone Springs and Green Haven Area Structure Plan's and agree that, where opportunities arise for future implementation and/or amendment to these plans, the process for such will acknowledge and reflect this Joint Planning Agreement;
4. That development applications in process within the **Development Management Strategy Area** be reviewed within the context of this new **Development Management Strategy** outlined in this Joint Planning Agreement;
5. That the Intermunicipal Development Plan and associated processes refine the definition of Commercial, Industrial, and Institutional in terms of appropriate uses, form and scale; and
6. That future development applications within the Intermunicipal Development Plan area and Joint Development Areas should be deferred in terms of formal decisions to proceed until the formal adoption of the amended Intermunicipal Development Plan unless otherwise agreed to by the Intermunicipal Committee.

PART 4: NEXT STEPS

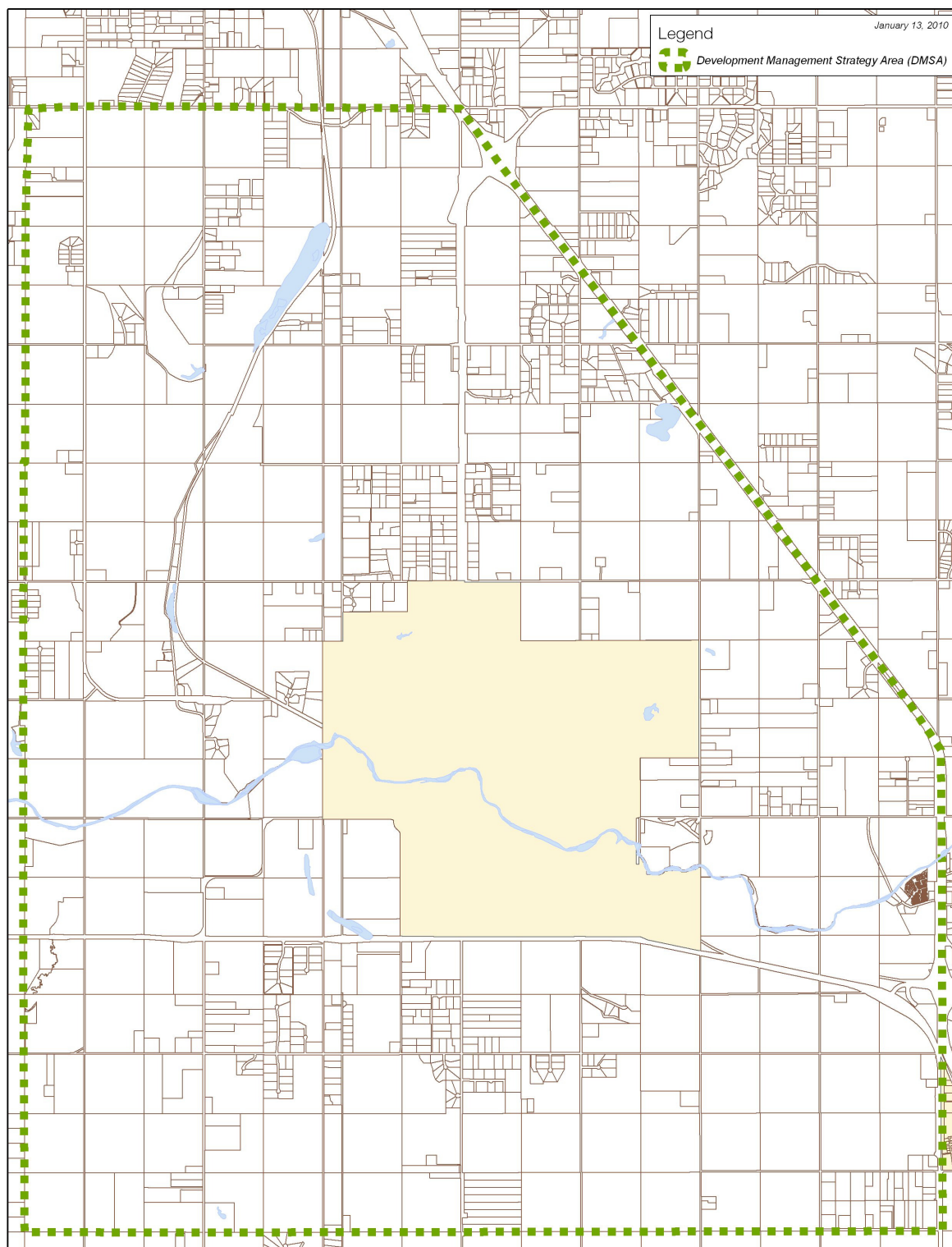
4.1 Action Plan

The MD of Foothills and the Town of Okotoks agree to the following action plan:

1. That the Sandstone Springs appeal to the Municipal Government Board be discontinued, subject to the execution of this Joint Planning Agreement including agreement in writing from the MD of Foothills and developer that the Sandstone Springs ASP will be serviced by a communal sewage collection system connected to the Town of Okotoks system for treatment;
2. That the MD of Foothills and Town of Okotoks Councils and staff embrace the terms of this Joint Planning Agreement in reviewing and processing existing and potential development applications, inquiries, and other associated items to do with the new **Development Management Strategy**;
3. That staff be tasked in the next 6 months, in liaison with the Intermunicipal Committee and Councils, with the formal public consultation review of the **Development Management Strategy** (Exhibit B) including the recommended land uses, densities, and servicing strategies. After completion of public consultation, the agreement may be subject to change upon agreement by both Councils.
4. That based on the feedback of this formal public consultation process, proceed with developing an Intermunicipal Development Plan amendment process over the next 12 months;
5. That a formula and methodology for the cost sharing of soft and hard services be established in a master agreement with planned implementation commencing January 1, 2011. Previous development such as Sandstone will have development specific agreements;
6. That, as part of the Intermunicipal Development Plan amendment process, a new internal referral and dialogue process be examined that is more effective in dealing with annexation, subdivision, and development requests at the staff and Intermunicipal Committee levels;
7. That the **Joint Development Areas** shall be jointly planned in the following order of priority: (see Exhibit B)
 1. Southwest **Joint Development Area** –Priority #1;
 2. South **Joint Development Area** – Priority #2;
 3. North Gateway Corridor **Joint Development Area** – Priority #3;
 4. Northeast **Joint Development Area** – Priority #4; and

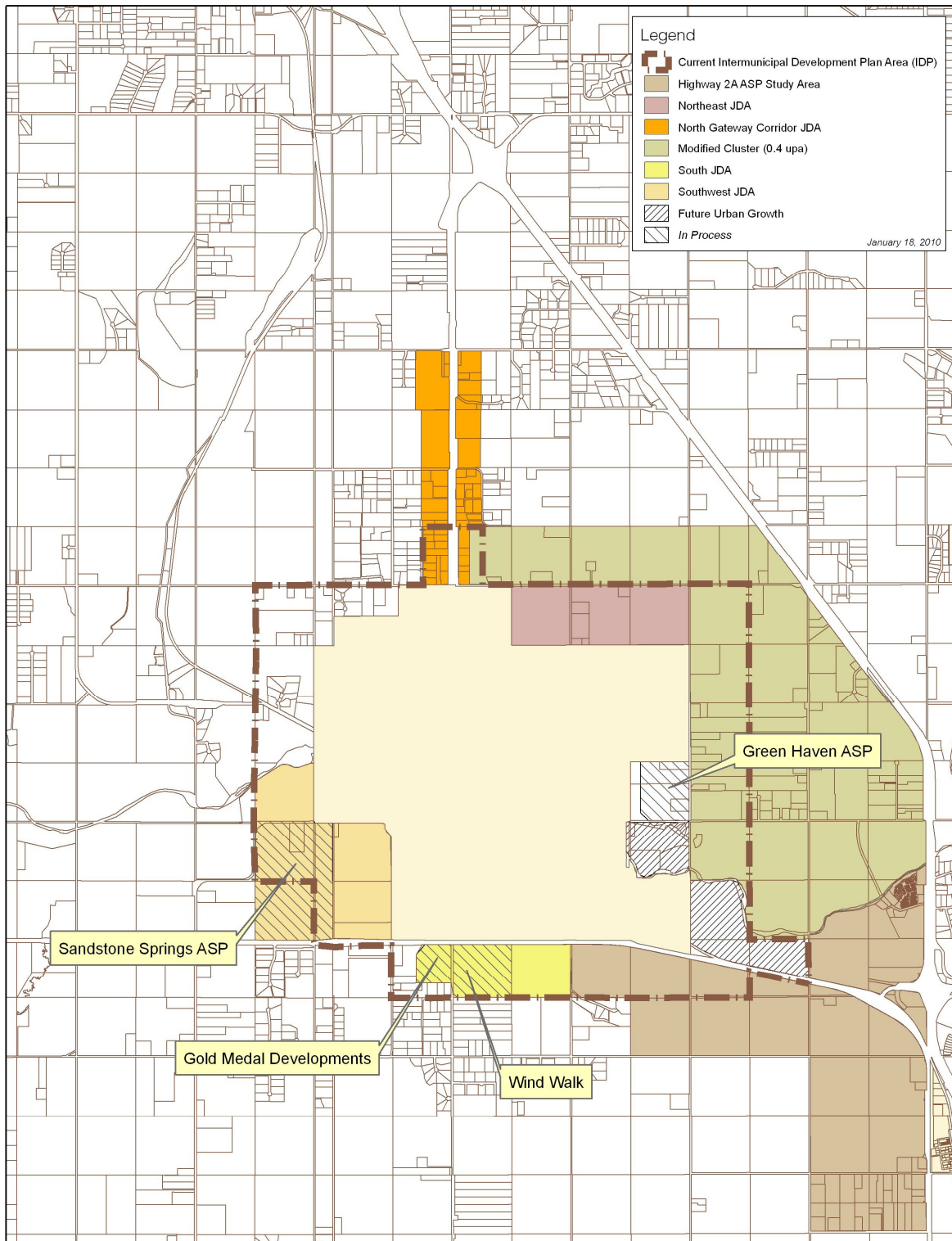
8. That the MD of Foothills will incorporate the Joint Planning Agreement into the future Growth Management Strategy.
9. That Councils will meet annually, and staff and IMC will meet regularly to review this Joint Planning Agreement so that the expectations and performance of development management and growth within the ***Development Management Strategy Area*** is consistent with the purpose and opportunities of this Joint Planning Agreement and the spirit of cooperation and mutual interest.

Exhibit A – Development Management Strategy Area



“Development Management Strategy Area (DMSA)” means the area that is the basis for determining the baseline for future growth projections, related service delivery and cost sharing.

Exhibit B – Development Management Strategy



* The current M.D of Foothills/Town of Okotoks Intermunicipal Development Plan boundary has been shown on this map for reference only.

Exhibit C – Growth Projections Base on Historic Growth

Year	MD Growth Projection ¹	Development Management Strategy Area Growth Projections						
		MD of Foothills			Town of Okotoks			Total
	Population	Dwellings ²	Population ³	MD Share	Dwellings	Population	Okotoks Share	Population
2010	22000	849	2207	9.1%	7097	22000	90.9%	24207
2015	23870	961	2500	8.3%	9167	27500	91.7%	30000
2020	25899	1089	2832	7.6%	11571	34375	92.4%	37207
2025	28100	1234	3207	8.7%	11571	33859	91.3%	37067
2030	30489	1397	3633	9.8%	11571	33351	90.2%	36984
2035	33080	1583	4115	11.1%	11571	32851	88.9%	36966
2040	35892	1793	4661	12.6%	11571	32358	87.4%	37020
2045	38943	2031	5280	14.2%	11571	31873	85.8%	37153
2050	42253	2300	5980	16.0%	11571	31395	84.0%	37375
2055	45845	2605	6774	18.0%	11571	30924	82.0%	37698
2060	49742	2949	7667	20.1%	11571	30460	79.9%	38127

¹ Assumes 8.5% increase every 5 years

² Assumes 13% increase every 5 years

³ Assumes 2.6 persons per dwelling

⁴ Assumes occupancy of 3.1 persons per dwelling in 2009 dropping over time to 2.6 persons per dwelling

PART 5: TERMINATION OF AGREEMENT

In the event that either party decides to terminate this agreement, the party must provide 12 months notice of their intent and this agreement would remain in effect during this 12 month notice period.

The MD of Foothills and Town of Okotoks Councils adopt this Joint Planning Agreement on the 18th day of January 2010.

Signed this 18th day of January, 2010 at the Okotoks Fire Station No. 1, Okotoks, Alberta.

MD of Foothills

Roy McLean, Reeve

**(original signed by
Roy McLean)**

Town of Okotoks

Bill McAlpine, Mayor

**(original signed by
Bill McAlpine)**
