



INTERMUNICIPAL DEVELOPMENT PLAN



Red Deer County & City of Red Deer Intermunicipal Development Plan Office Consolidation

Adopted on July 5, 2007 by:

**Red Deer County Bylaw No. 2007/29
City of Red Deer Bylaw No. 3393/2007**

**Red Deer County
Bylaw Amendment 2008/26 December 16, 2008
Bylaw Amendment 2010/20 August 30, 2010
Bylaw Amendment 2012/21 September 10, 2012
Bylaw Amendment 2014/28 January 26, 2015**

**City of Red Deer
Bylaw Amendment 3393/A-2008 January 12, 2009
Bylaw Amendment 3393/A-2010 August 30, 2010
Bylaw Amendment 3393/A-2012 September 10, 2012
Bylaw Amendment 3393/A-2014 January 26, 2015**

TABLE OF CONTENTS

1. INTRODUCTION

- 1.1 Background
- 1.2 Enabling Legislation and Meaning of Words

2. PRINCIPLES AND GOALS

3. OBJECTIVES AND POLICIES

- 3.1 Intermunicipal Development Plan Boundary
- 3.2 Natural Capital
- 3.3 Common Standards for the QE2
- 3.4 Long Range Planning
- 3.5 Infrastructure and Services
- 3.6 Annexation
- 3.7 Communication
- 3.8 Intermunicipal Subdivision and Development Appeal Board and Intermunicipal Disagreement Resolution Board
- 3.9 Plan Administration

FIGURES

Map 1

APPENDIX "A"

Red Deer County and City of Red Deer INTERMUNICIPAL DEVELOPMENT PLAN

1. INTRODUCTION

1.1 Background

- (1) This Intermunicipal Development Plan (“this Plan”) has evolved from a series of intermunicipal discussions, workshops and public input. In order to ensure good planning in the interest of Red Deer County and The City of Red Deer, this Plan is based upon a shared vision of a future growth framework and reflects the mutual agreement on Growth Areas for each municipality.
- (2) ¹This Plan establishes a broad growth framework and policies to be further implemented through amendments to this Plan. It provides policy direction for the preservation of Natural Capital, areas of common land use planning interest, long range planning, infrastructure and services provision (including opportunities for cooperation), and Annexation Areas for The City. The Plan further provides for the intermunicipal review of all area structure plan, concept plan and outline plan proposals or amendments and redesignation, subdivision and development permit applications within The City of Red Deer Growth Area prior to annexation and within the Collaborative Planning Area and the Agricultural or Open Space Area until further amendments to this Plan. This Plan also provides policy direction for the resolution of disagreements and for plan implementation and administration.

1.2 Enabling Legislation and Meaning of Words

- (1) ²This Plan was undertaken and adopted pursuant to the Municipal Government Act.
- (2) All terms shall be as defined within the Municipal Government Act unless otherwise defined herein.

2. PRINCIPLES AND GOALS

2.1 Principles

- (1) The goals, objectives, policies and related mapping set out in this Plan are based on the following principles:
 - (a) Trust
 - (b) Respect
 - (c) Understanding

¹ 3393/A-2010, 2010/20

² 3393/A-2010, 2010/20

- (d) Equity
 - (e) Cooperation – working independently towards a common objective
 - (f) Collaboration – working collectively to achieve a common objective
 - (g) Coordination – ensuring there is complementary infrastructure and services
 - (h) Communication – keeping each other informed about major development, the progress of the plan and ongoing review of the plan.
- (2) The first four of these principles are the foundation for the ongoing relationship between The City and The County. Both parties recognize that adherence to these principles is essential to individual and collective abilities to move forward with development to the benefit of both municipalities.
- (3) The second four principles define the major components of The City and County’s new working relationship and provide the foundation for this Plan. Cooperation, collaboration, coordination and communication are integral to all sections of the Intermunicipal Development Plan and shall be incorporated into how the Plan is interpreted and implemented.
- (4) Together these eight principles provide the framework for planning and development that is innovative and adaptable.

2.2 Goals

- (1) The goals of this Plan are as follows:
- (a) to enhance quality of life in both municipalities
 - (b) to facilitate economic opportunities and ensure that developers in both municipalities have access to land for residential, commercial, industrial and associated growth
 - (c) to coordinate the provision of infrastructure and services across jurisdictional boundaries where opportunities exist
 - (d) to facilitate intermunicipal communication in planning matters.

OBJECTIVES AND POLICIES

3.1 Intermunicipal Development Plan Boundary

3.1.1 Context

- (1) Red Deer County and The City of Red Deer share a common geography, demographics, social structure, economic base and the unique opportunities offered by their location along the Calgary-Red Deer-Edmonton corridor. Map 1 defines the Intermunicipal Development Plan Boundary, within which the policies of this Plan apply.

- (2) The Intermunicipal Development Plan Boundary includes The City's Growth Area, The County's Growth Area, a buffer area south of The City and County Growth Areas, which is referred to as the Agricultural or Open Space Area throughout this Plan, and an area to the east and west of the Growth Areas, which is referred to as the Collaborative Planning Area throughout this Plan.

3.1.2 Objective

- (1) To establish an area for intermunicipal development planning.

3.1.3 Policy

- (1) The policies of this Plan apply to the lands within the Intermunicipal Development Plan Boundary as shown on Map 1.
- (2) Notwithstanding subsection (1), the policies of this Plan shall not apply to lands when they are annexed into The City.

3.2 Natural Capital

3.2.1 Context

- (1) The City and County share the same physiography, including land formation, soils, climate, prevailing winds, fauna and flora and, as such, have a common interest in preserving Natural Capital in their jurisdictions. Natural Capital includes sensitive eco-systems, hazard lands, natural areas such as rivers, creeks and wetlands, significant natural features, soils, agricultural lands, water sources and cultural heritage areas. Both municipalities recognize the importance of maintaining the health of natural systems to the quality of life in their jurisdictions and the fact that area residents of both municipalities value and enjoy these resources.
- (2) Each municipality has a different approach and priorities regarding the acquisition and maintenance of open space, and, therefore, must cooperate and collaborate on the long-term planning and development of intermunicipal open space systems to the extent that is practical.

3.2.2 Objectives

- (1) To respect and preserve significant Natural Capital.
- (2) To establish, where possible, a linear park system focused on the Red Deer River, Blindman River, Piper Creek and Waskasoo Creek.

3.2.3 Policies

- (1) Each municipality shall develop an inventory of significant Natural Capital within its jurisdiction and shall share this information with the other municipality.

- (2) Each municipality shall develop professionally recognized ‘best practice’ policies for Natural Capital management and appropriate preservation.
- (3) In planning and developing open space systems both municipalities shall:
 - (a) ¹Establish a continuous intermunicipal park system, where possible, focused on the floodways and flood fringes, and other natural areas of Waskasoo Creek, Piper Creek, Red Deer River and Blindman River. In doing so, each municipality shall consider the River Valley and Tributaries Park Concept Plan of 2010 and the Red Deer County Open Space Master Plan.
 - (b) Require the dedication of reserves or easements or, as may be mutually agreed between The City and The County, the use of other methods in order to protect and preserve natural areas, riparian habitats and flood fringes and associated slopes and establish a continuous linear park system connecting a series of larger open space units.
 - (c) ²Each municipality shall study and consider the best ways to use the new conservation and stewardship provisions available under the Alberta Land Stewardship Act.

3.3 Common Standards for Queen Elizabeth 2 (Highway 2)

3.3.1 Context

- (1) As QE2 Highway is a common corridor for both municipalities, there is a desire to establish common standards for development along the highway including the entranceways.

3.3.2 Objective

- (1) To ensure that the QE2 corridor presents a positive and welcoming image for The City and The County.

3.3.3 Policies

- (1) ³The two municipalities shall jointly consider adding further policies to this Plan with the intent of identifying development standards and landscaping standards for the Highway 2/2A corridor that would help meet the objective of a positive and welcoming appearance.

¹ 3393/A-2010, 2010/20

² 3393/A-2010, 2010/20

³ 3393/A-2010, 2010/20

- (2) ¹Jointly consider land use bylaw amendments and/or public works projects, for example, which would help to meet the objectives of a positive and welcoming appearance of the Highway 2/2A corridor.

3.4 Long Range Planning

3.4.1 Context

- (1) The broad growth framework illustrated on Map 1 reflects the cooperative vision for intermunicipal development. Map 1 shows the areas to which The County intends to focus its growth and also identifies The City's Growth Area. Map 1 further identifies the Agricultural or Open Space Area. The Collaborative Planning Area is also identified on Map 1 and comprises the remainder of the area within the Intermunicipal Development Plan Boundary.
- (2) ²It is imperative for the orderly and sustainable development of both municipal jurisdictions that the lands within the Intermunicipal Development Plan Boundary are comprehensively and jointly planned by both municipalities. The purpose of these more detailed policies is to provide a long range planning framework for the development of City and County Growth Areas, and to collaboratively determine the most suitable interim and long term use of the lands within the Collaborative Planning Areas.
- (3) The City must be enabled to determine the form, timing and financing of development in its Growth Area.
- (4) The Red Deer County Growth Areas are intended to provide for concentrated development in specified areas, consistent with Red Deer County Municipal Development Plan policies.

3.4.2 Objectives

- (1) ³To provide for cooperative, collaborative and coordinated planning within the Intermunicipal Development Plan Boundary through the intermunicipal preparation of more detailed policies covering the entire Intermunicipal Development Plan Boundary.
- (2) To recognize and respect the Growth Area of each municipality.
- (3) To maintain The City's Growth Area in a relatively undeveloped state until it is annexed, in order to allow orderly urbanization to proceed.
- (4) To recognize the predominant agricultural nature of the lands within the Agricultural and Open Space Area and to determine the most suitable

¹ 3393/A-2010, 2010/20

² 3393/A-2010, 2010/20

³ 3393/A-2010, 2010/20

interim and long term uses of the lands within the Collaborative Planning Area.

- (5) To recognize The City's Long Term Growth directions.
- (6) To consider the intermunicipal context when thinking about, and planning for, development within the Intermunicipal Development Plan Boundary.

3.4.3 Policies

- (1) ¹For the lands within the Intermunicipal Development Plan Boundary, the two municipalities, as equal partners, shall consider more detailed policies for adoption as part of this Plan to provide the appropriate policy guidance. Each municipality will adopt and administer any major area structure plan(s) within their jurisdiction. These plans shall:

- (a) ***For the Entire Intermunicipal Development Plan Boundary***

- (I) ²Require that each municipality shall direct urban growth into its respective Growth Area or Areas as identified on Map 1, and provide that each municipality shall make its own land use decisions within these areas based on the policy directions of this Plan.
- (II) Place a priority on achieving higher densities within both The County's and The City's Growth Areas.
- (III) Consider, and where appropriate, define and provide for a transition such as larger estate type lots, clustered conservation subdivisions, parks and recreation areas, schools and churches between urban and rural land uses along the edges of Growth Areas.
- (IV) Give due consideration to the impacts that subdivision and development may have on:
 - (i) Adjacent proposed and existing land uses within both municipalities
 - (ii) Provincial and Intermunicipal roadways and entranceways both existing and proposed
 - (iii) Natural Capital.

- (b) ***For The City's Growth Area***

- (I) Limit the fragmentation of lands within The City's Growth Area to retain them in an undeveloped state until urban development can occur, by discouraging the subdivision and development of land for non-agricultural purposes.
- (II) Provide for policies to be established within The City Growth Area with respect to any urban development that would occur prior to annexation.

¹ 3393/A-2010, 2010/20

² 3393/A-2010, 2010/20

- (III) Require that the form, timing and financing of development in The City's Growth Area be determined as part of The City's normal planning and budgeting processes after the annexation of the lands to The City.
- (IV) Provide that, for subdivision applications within The City of Red Deer Growth Area, The County, with the concurrence of The City, shall require either the dedication of municipal reserve land or defer the dedication of municipal/school reserves.
- (V) Provide that The County shall consult with The City prior to the disposition of reserve lands within The City of Red Deer Growth Area. Upon issuance of an annexation order, The County shall transfer to The City all public reserve lands within the annexed area together with funds equal to the value of cash in lieu of reserves plus the proceeds of the disposition of any reserve lands within the annexed area received by The County after the date of the adoption of this Plan.
- (VI) Provide that, for subdivision and development within The City's Growth Area prior to annexation, the two municipalities shall agree to require the registration of caveats on land titles in respect of deferred servicing agreements.
- (VII) Recognize that The City's Long Term Growth Directions are to the east and west of The City's Growth Area.

(c) ***For the County's Growth Areas***

- (I) Require that the Gasoline Alley / Liberty Crossing Growth Area shall be limited to a maximum residential population of approximately 8,000 persons. The County shall limit the height of buildings in the Gasoline Alley / Liberty Crossing Growth Area to a maximum of four storeys, except for a maximum of four buildings that could be allowed to exceed four storeys. One of these buildings could be comprised entirely of office space and could be allowed to a height that does not exceed 12 storeys. The remaining three buildings cannot have more than two floors of office space and cannot exceed eight storeys in height. The County shall identify the criteria that must be met in order to consider allowing the four buildings to exceed four storeys. The County shall incorporate and maintain these provisions into its urban design plans, area structure plans and the Land Use Bylaw (as an overlay district) to implement this policy.
- (II) Provide that The County shall not identify an additional Growth Area within the Intermunicipal Development Plan Boundary.

(d) ***For Lands Outside the Growth Areas***

- (I) Determine the most suitable interim and long term use of the lands within the Collaborative Planning Areas, recognizing that these lands may be required for long-term future annexation by The City and further recognizing that such annexation is not likely to occur for a considerable time period.
 - (II) Establish criteria for the redesignation, subdivision and development of the lands within the Collaborative Planning Areas. Any application within these lands should be evaluated based on the principles of sustainability and with consideration of the following criteria:
 - (i) The County's policies within The County's Municipal Development Plan.
 - (ii) Impacts of the development on The City's Long Term Growth Directions to the east and west of The City's Growth Area.
 - (iii) The inclusion, where desirable, of ways that facilitate subdivision and development to urban densities and development standards. This will include the provision of services, a deferred servicing agreement and access to adjoining parcels.
 - (III) Require that the lands within the Agriculture or Open Space Area shall be used, other than the continuance of existing uses, only for agricultural production including the development of clustered farm dwellings, accessory buildings, a second dwelling for agricultural purposes, minor home occupations and such other developments as the two municipalities may agree upon from time to time through a joint administrative protocol, or in an open space use or recreation use that is of a public benefit.
- (2) ¹Effective from the date of the adoption of this Intermunicipal Development Plan (July 5, 2007) until more detailed policies are adopted as part of this Plan to provide the appropriate policy guidance existing area structure plans shall be implemented and existing concept plans and outline plans shall be considered. Unless otherwise agreed to by The County and The City, consideration of the following types of applications shall be deferred until more detailed policies are adopted as part of this Plan to provide the appropriate policy guidance:

¹ 3393/A-2010, 2010/20, 3393/A-2014, 2014/28

- (a) additional area structure plans, concept plans or outline plans, except those outline plans that are required to implement existing area structure plans;
- (b) redesignation applications that are inconsistent with existing area structure plans; and
- (c) amendments to existing area structure plans, concept plans or outline plans.

Specifically excluded from these prohibitions is redesignation applications to allow for first parcel out subdivisions within the Collaborative Planning Areas and Agriculture or Open Space Area.

- (3) ¹For any application within the Collaborative Planning Area and Agriculture and Open Space Area, the City Manager will determine whether the City supports or objects to the application being considered, based on the application's compliance with the IDP and will advise the County Manager in writing accordingly.
- (4) ²For any applications that are completely or partially within the City Growth Area, City Council will determine whether the City supports or objects to the application being considered, based on the application's compliance with the IDP and will advise the County Manager in writing accordingly.
- (5) ³Exempt from these requirements are amendments proposed by Red Deer County that brings existing ASP's into conformance with Provincial Legislation, the IDP and the County MDP. These may be considered without position statements from the City; however, they will still be subject to review as per Section 3.7 of the IDP.

3.5 Infrastructure and Services

3.5.1 Context

- (1) Coordination of County and City infrastructure and services is required in order to ensure efficiency. Infrastructure includes, for example, roads, trails and utilities, the latter which includes sewer, water, storm water management, electrical, gas, and telecommunication such as phone, digital cable and fiber optics. Services includes, for example, community services and amenities, recreation services and amenities, transit, emergency services and waste management facilities.
- (2) Coordination requires that the two municipalities inform each other, on a regular basis, of infrastructure and services requirements within the Intermunicipal Development Plan Boundary and recognize the need to protect the proposed location of these systems from development that may hinder their implementation.

¹ 3393/A-2010, 2010/20, 3393/A-2014, 2014/28

² 3393/A-2010, 2010/20, 3393/A-2014, 2014/28

³ 3393/A-2014, 2014/28

- (3) The Red Deer Regional Airport is a strategic facility of common interest and its continued operation and unhindered expansion must be protected.

3.5.2 Objective

- (1) To coordinate, where mutually agreed, in the intermunicipal planning and provision of infrastructure and services.

3.5.3 Policies

- (1) Each municipality, on an ongoing basis, shall inform the other municipality of the proposed location and standards for the provision of its infrastructure and services and shall keep this information up to date.
- (2) Both municipalities shall collaborate with each other where proposed subdivision or development may impact the proposed location and provision of infrastructure and services. Each municipality shall endeavour to ensure that infrastructure and services are minimally impeded by such subdivision or development.
- (3) Each municipality shall collaborate with the other in the planning and provision of infrastructure and services that meet at the municipal boundaries to ensure proper coordination.
- (4) Both municipalities shall support further studies, with public input, to set priorities for the development of an intermunicipal trail network.
- (5) Each municipality shall cover the cost of its infrastructure and services up to its boundary, unless both municipalities agree to share the cost as may be mutually deemed appropriate.
- (6) The municipalities may jointly identify and explore opportunities to collaborate in the planning of, or, where mutually agreed upon, in providing access to, intermunicipal infrastructure and services to provide cost efficiency and avoid duplication.
- (7) Either municipality affected by the Red Deer Regional Airport Vicinity Overlay Regulations shall incorporate these into its land use bylaw.
- (8) Both municipalities agree to jointly discuss ways to cooperate with provincial agencies and utility service providers to facilitate efficient intermunicipal infrastructure and services.
- (9) ¹The County shall provide The City with all application information received from oil and gas companies related to oil and gas wells, pipelines and infrastructure within the Intermunicipal Development Plan Boundary and within any additional area as the two municipalities may agree upon from time to time. The City will respond directly to the oil and

¹ 3393/A-2010, 2010/20

gas company and shall provide a copy of these comments to The County. The two municipalities will establish a joint administrative protocol to deal with this process.

3.6 Annexation

3.6.1 Context

- (1) ¹This Plan is a framework for the annexation of lands within The City Growth Area to provide for up to a fifty year land supply for growth needs within The City's boundary.

3.6.2 Objective

- (1) ²To provide for an annexation formula based on The City's future growth needs including a City land inventory which reflects a minimum 30 year supply for residential, commercial, industrial and/or major open space.

3.6.3 Policies

- (1) ³An annexation application for a maximum of a fifty year land supply should be undertaken when The City's land supply for growth needs is within three years of the minimum thirty year land supply (i.e. is a thirty-three year supply or less) unless deferred by The City. Even if The City's land supply is estimated to be less than thirty years, The City may defer filing an annexation application for up to five years at a time by resolution of City Council. Any numbers of deferrals are permitted under this Plan and each deferral shall be for a period of not more than five years. The City shall update The County every year as to whether it has a surplus or deficiency in its land supply for growth.
- (2) ⁴The 30 to 50 year supply of land for The City of Red Deer for growth purposes will be determined by the following formula:

Future land requirements are estimated by calculating the current per capita urban land consumption rate and modifying this rate to produce a projected per capita urban land consumption rate. This figure is then projected forward 30 and 50 years using the average annual population growth rate.

The following definitions apply to the formula:

Current per capita urban land consumption:

The current total City of Red Deer population divided by the total area within The City's boundaries that is or will be developed imminently for urban uses. Imminent development includes land

¹ 3393/A-2012, 2012/21

² 3393/A-2012, 2012/21

³ 3393/A-2010, 2010/20, 3393/A-2012, 2012/21

⁴ 3393/A-2010, 2010/20, 3393/A-2012, 2012/21

that has urban type zoning and is anticipated to be developed in the near future.

Projected per capita urban land consumption:

The current per capita urban land consumption modified to reflect a 20 percent increase in population density in new residential areas.

Average annual population growth rates:

The average annual population growth rate of The City calculated as the average of the most recent 10 year average annual growth rate and the most recent 50 year average annual growth rate.

Projected population for 30 and 50 year periods:

The projected population is determined by applying the average annual population growth rate, as defined above, to the current population of The City for 30 and 50 year periods.

- (3) The County shall support land purchases by The City within The City of Red Deer Growth Area.
- (4) ¹The County shall support annexation of lands identified by The City within The City of Red Deer Growth Area to allow The City to maintain a maximum of fifty years land supply for growth. In advance of the initiation of any annexation application, The City shall discuss with The County the identified area or areas it proposes to annex.
- (5) ²The City shall not attempt to annex any lands outside The City of Red Deer Growth Area identified on Map 1, unless this Plan is amended.
- (6) Annexation boundaries shall follow legal boundaries and natural features to avoid creating a fragmented pattern of municipal jurisdiction.
- (7) ³Compensation for the Phase I Annexation area and the formula for all future annexations are attached hereto as Appendix "A", "FINAL ANNEXATION COMPENSATION AGREEMENT" in this Plan.
- (8) Within The City's Growth Area:
 - (a) Only the following development shall be included in the compensation formula for annexation:
 - (I) Development that occurred prior to adoption of this Plan;
 - (II) Development that occurs after the adoption of this Plan on land that was subdivided and redesignated to industrial, institutional, commercial or multi-lot residential prior to adoption of this Plan. For this purpose multi-lot residential

¹ 3393/A-2012, 2012/21

² 3393/A-2012, 2012/21

³ 3393/A-2010, 3393/A-2008, 2008/26

- means three or more residential parcels in a quarter section; and
- (III) Residential development of two or less parcels in a quarter section that occurs after the adoption of this Plan.
- (b) Any subdivision or development other than those listed above that occurs within The City's Growth Area after this Plan is adopted is excluded from the compensation calculation used in an annexation.
- (c) ¹Deleted

3.7 Communication

3.7.1 Context

- (1) ²This Plan provides for a process of intermunicipal review of all area structure plan, concept plan, or outline plan proposals or amendments and redesignation, subdivision and development permit applications, within The City's Growth Area prior to annexation and within the Collaborative Planning Areas and the Agricultural or Open Space Area until more detailed policies are adopted as part of this Plan to provide the appropriate policy guidance. This process excludes from review the subdivision of a first parcel out of a quarter section as well as the development of clustered farm dwellings, accessory buildings, a second dwelling for agricultural purposes, minor home occupations and such other developments as the two municipalities may agree upon from time to time through a joint administrative protocol.
- (2) This Plan recognizes that there may be disagreements on the review of area structure plan, concept plan, or outline plan proposals or amendments and redesignation, subdivision and development permit applications within the areas and for the periods as described above, and provides for the resolution of such disagreements. This Plan further recognizes that there may be disagreements on the interpretation of this Plan and other matters of disagreement and provides for the resolution of those matters.
- (3) Where disagreement does arise it needs to be resolved in an efficient, expeditious and mutually beneficial manner.

3.7.2 Objectives

- (1) ³To provide for a procedure for the intermunicipal review of all applications within The City's Growth Area prior to annexation and within the Collaborative Planning Areas and the Agricultural or Open Space

¹ 3393/A-2008, 2008/26

² 3393/A-2010, 2010/20

³ 3393/A-2010, 2010/20

Area until more detailed policies are adopted as part of this Plan to provide the appropriate policy guidance.

- (2) To provide for a system for the expeditious and efficient resolution of disagreements on all applications within the areas and for the periods as described above.
- (3) To provide for an on-going system for the expeditious and efficient resolution of disagreements on the interpretation of this Plan and other matters of disagreement.

3.7.3 Policies

3.7.3.1 *Review of Area Structure Plan, Concept Plan or Outline Plan Proposals or Amendments and Redesignation, Subdivision or Development Permit Applications*

- (1) ¹The County and The City administrations shall jointly review and make recommendation on all area structure plan, concept plan or outline plan proposals or amendments and redesignation, subdivision or discretionary development permit applications:
 - (a) within The City's Growth Area; and
 - (b) ²within the Collaborative Planning Areas and Agriculture or Open Space Area until more detailed policies are adopted as part of this Plan to provide the appropriate policy guidance.
- (2) An area structure plan, concept plan or outline plan proposal or amendment and a redesignation, subdivision or development permit application that is inconsistent with an adopted area structure plan shall be refused or not considered further.

3.7.3.2 *Resolution of Disagreements on Area Structure Plan, Concept Plan or Outline Plan Proposals or Amendments and Redesignation, Subdivision, or Development Permit Applications*

- (1) ³When the administrations of the municipalities disagree on an area structure plan, concept plan or outline plan proposal or amendment or a redesignation, subdivision or development permit application within The City of Red Deer Growth Area prior to annexation, and within the Collaborative Planning Areas and the Agricultural or Open Space Area prior to more detailed policies adopted as part of this Plan to provide the appropriate policy guidance, either party may give written notice to identify the disagreement and initiate the resolution process. The County shall not proceed to process the proposal, amendment or application until resolution of the disagreement has been determined.

¹ 3393/A-2014, 2014/28

² 3393/A-2010, 2010/20

³ 3393/A-2010, 2010/20

- (2) ¹A mutually agreed upon mediator shall be named to facilitate resolution of the disagreement. The two municipalities shall share equally in the cost of the facilitator's remuneration, travel and lodging expenses. This facilitated mediation shall take place and be concluded within thirty days of the disagreement being identified.
- (3) If the disagreement is resolved, it is intended that The County shall proceed to process the area structure plan, concept plan or outline plan proposal or amendment or the redesignation, subdivision or development permit application in accordance with the resolution. If The County deems it not appropriate to act in accordance with the resolution, The City may pursue any legal remedies available to it.
- (4) Failing the resolution of the disagreement, it is intended that The County shall refuse the area structure plan, concept plan or outline plan proposal or amendment or the redesignation, subdivision or development permit application or not consider it further. If The County deems it appropriate to proceed with the proposal, amendment or application, The City may pursue any legal remedies available to it.
- (5) Notice of a disagreement and initiation of the resolution process under sub-paragraph (1) above and submission of a disagreement to a facilitator under sub-paragraph (2) above shall be deemed respectively to be compliance with the requirement to give notice of concerns and of an attempt to use mediation, within the meaning of section 690 of the Municipal Government Act.
- (6) A third party² may appeal a decision on a subdivision or development permit application to the Intermunicipal Subdivision and Development Appeal Board³.

3.7.3.3 Resolution of Disagreements on the Interpretation of this Plan and Other Matters of Disagreement

- (1) ⁴If there are any disagreements as to interpretation of this Plan, excluding the matters referred to in Section 3.7.3.2 and the matters referred to in Section 3.9.3 (4) relating to the repealing of this Plan, the following resolution process shall be used:
 - (a) When the municipalities disagree either party may by written notice identify the disagreement and initiate this disagreement resolution process.
 - (b) No further action shall be taken on the matter in disagreement until resolution of the disagreement has been determined.

¹ 3393/A-2010, 2010/20

² Third Party means the applicant or any other affected party pursuant to the Act.

³ This Board shall be established by bylaw by both municipalities in accordance with the Act.

⁴ 3393/A-2012, 2012/21

- (c) ¹A mutually agreed upon mediator shall be named to facilitate resolution of the disagreement. The two municipalities shall share equally in the cost of the facilitator's remuneration, travel and lodging expenses. This facilitated mediation shall take place and be concluded within thirty days of the disagreement being identified.
 - (d) If the disagreement is resolved, the municipalities shall proceed to take appropriate further action in accordance with the resolution.
 - (e) Failing resolution of the disagreement, the matter shall be referred to The City and County Managers immediately. If they agree, they will resolve the disagreement, or they may refer the issue to an intermunicipal meeting of the two Councils for discussion and resolution, or they may refer the issue directly to the Intermunicipal Disagreement Resolution Board. The County and City Managers shall make a decision on the handling of the matter within fourteen days of the disagreement being referred to them.
 - (f) If the matter is referred to the two Councils, a meeting must be convened within thirty days to hear the disagreement. If the two Councils cannot resolve the disagreement through a majority of each council, then the matter is automatically and immediately referred to the Intermunicipal Disagreement Resolution Board. If the two councils cannot meet within thirty days, the matter is automatically and immediately referred to the Intermunicipal Disagreement Resolution Board on the thirty first day.
- (2) The Intermunicipal Subdivision and Development Appeal Board as referred to in this Plan shall constitute the Intermunicipal Disagreement Resolution Board.
 - (3) Any matter referred to the Intermunicipal Disagreement Resolution Board shall be heard by the Board within thirty days of the referral.
 - (4) The Intermunicipal Disagreement Resolution Board shall hear the submissions to it in camera and shall issue its decision within thirty days of the end of the hearing.
 - (5) The Intermunicipal Disagreement Resolution Board's decision shall be binding upon both parties and shall be final.

3.8 Intermunicipal Subdivision and Development Appeal Board and Intermunicipal Disagreement Resolution Board

3.8.1 Context

¹ 3393/A-2010, 2010/20

- (1) In order to provide for the right of appeal in a subdivision and development application pursuant to the Municipal Government Act, provision must be made for the establishment of an Intermunicipal Subdivision and Development Appeal Board pursuant to the Municipal Government Act.
- (2) In order to implement the innovative disagreement resolution process agreed upon by Red Deer County and The City of Red Deer, an Intermunicipal Disagreement Resolution Board must be established.

3.8.2 Objectives

- (1) To provide for the establishment of Red Deer County and City of Red Deer Intermunicipal Subdivision and Development Appeal Board pursuant to the Municipal Government Act.
- (2) To provide for the establishment of Red Deer County and City of Red Deer Intermunicipal Disagreement Resolution Board.

3.8.3 Policies

- (1) ¹The Councils of Red Deer County and The City of Red Deer shall, by Bylaw pursuant to the Municipal Government Act, jointly appoint an Intermunicipal Subdivision and Development Appeal Board to hear appeals in accordance with the Municipal Government Act, relevant to subdivision or development permit applications within The City's Growth Area prior to annexation, and within the Collaborative Planning Areas and the Agricultural or Open Space Area until more detailed policies are adopted as part of this Plan to provide the appropriate policy guidance.
- (2) The Intermunicipal Subdivision and Development Appeal Board shall be composed of seven members, consisting of three residents of each municipality, of which not more than one may be a member of each Council, and a chair mutually agreed upon by both Councils. If the two Councils cannot agree on a Chair, the two Councils shall submit their nominations to a judge at the Court of Queen's Bench of Alberta, whose decision shall be final.
- (3) No person who is a staff member or a member of the Municipal Planning Commission or a member of the Subdivision Authority of either municipality shall be appointed as a member of the Intermunicipal Subdivision and Development Appeal Board.
- (4) The Intermunicipal Subdivision and Development Appeal Board shall also constitute the Intermunicipal Disagreement Resolution Board.

¹ 3393/A-2010, 2010/20

- (5) A quorum for the Intermunicipal Subdivision and Development Appeal Board/Disagreement Resolution Board shall consist of equal members of The County designated members and City designated members plus the Chair.
- (6) ¹Provided that there are an equal number of County members and City members in attendance, and notwithstanding section 3.8.3 (5), in the event that a hearing of the Intermunicipal Subdivision and Development Appeal Board has been scheduled and the Chairperson is not available to attend, the Panel Members shall choose a Chairperson from amongst those present and this shall constitute quorum.

3.9 Plan Administration

3.9.1 Context

- (1) ²Both municipalities see the need for an Intermunicipal Development Plan for the foreseeable future for the reasons provided in the Background, Principles and Goals, and Objectives and Policies Sections. In addition, in order to remain relevant, this Plan must be reviewed regularly to determine the need for any amendments.

3.9.2 Objectives

- (1) To provide for the regular intermunicipal review of this Plan and, if required, the amendment thereof.
- (2) ³To provide that this Plan shall remain in force for an indefinite period with no specific expiry timeframe.

3.9.3 Policies

- (1) Each municipality shall follow and implement the principles, goals, objectives and policies of this Plan and shall amend or repeal, as may be applicable, its planning procedures, statutory plans, concept plans, outline plans and bylaws to comply with this Plan. The two municipalities agree that in entering into this Plan, it is their mutual intention that the principles set out in this Plan will govern future development, growth and land use planning in the IDP area, and to that extent, this Plan supersedes the provisions of all past policies, council resolutions, studies or reports which are inconsistent with the matters dealt with in this Plan.
- (2) ⁴Annually, The City and County Managers shall review this Plan to determine the advisability of an amendment. The results of this review shall be presented to an intermunicipal meeting of the two Councils in

¹ 3393/A-2014, 2014/28

² 3393/A-2012, 2012/21

³ 3393/A-2012, 2012/21

⁴ 3393/A-2010, 2010/20

June of each year. The Councils shall direct which amendments, if any, are to be proceeded with.

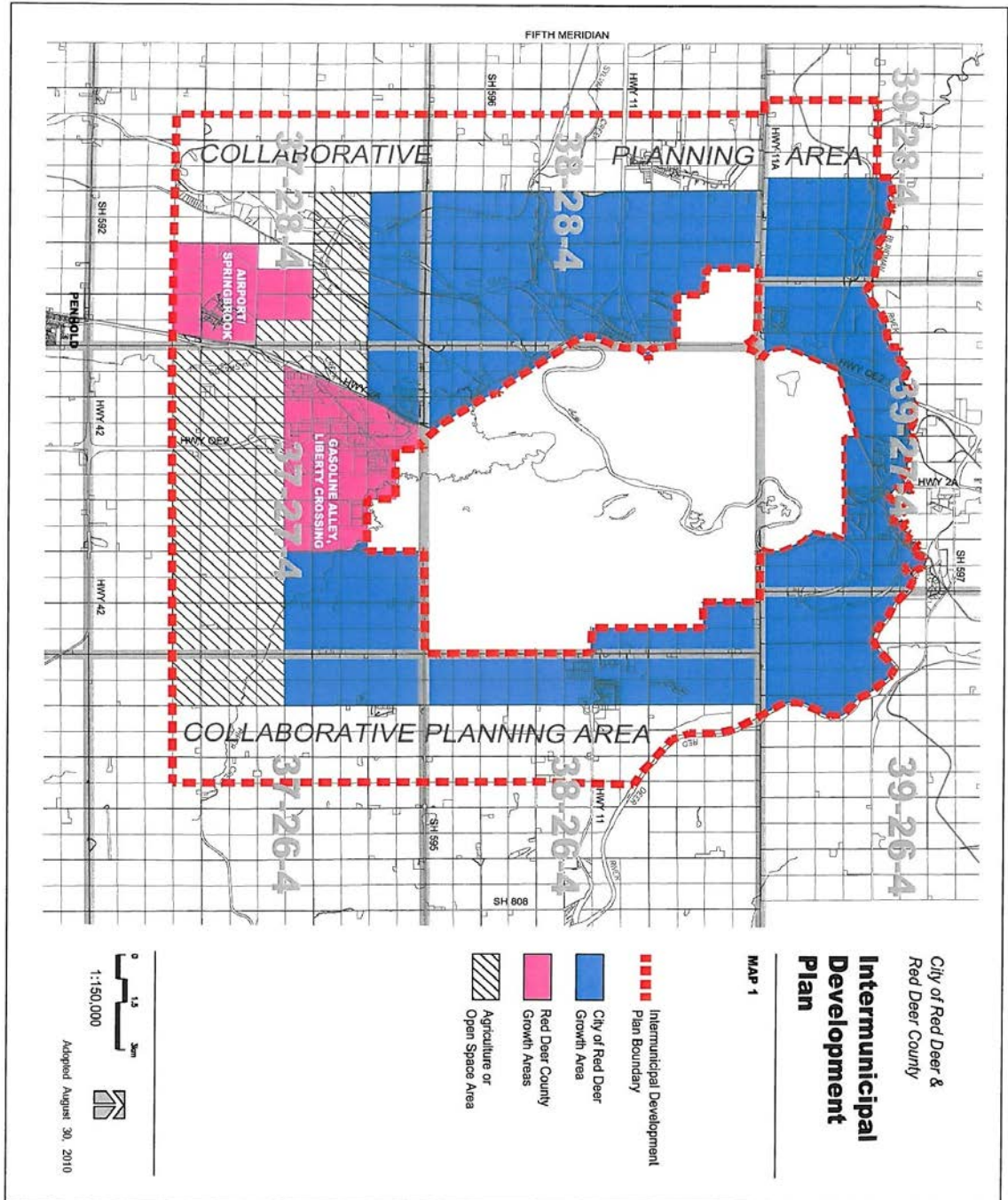
- (3) In addition to the annual review process, the municipalities may agree to amend this Plan at any other time as may be required.
- (4) ¹Prior to considering any bylaw to repeal this Plan, the following procedure must be followed:
 - (a) Step One: the parties shall engage in efforts to identify the issues that led to the request to repeal the bylaw and try to mediate a solution in accordance with section 3.7.3.3 (1)(a) to (d);
 - (b) Step Two: if Step One is unsuccessful, The City and County Managers shall meet to discuss a solution and shall make recommendations to their respective Councils;
 - (c) Step Three: after receiving the recommendations of their respective Managers, the two Councils shall meet to discuss those recommendations and shall attempt to agree upon a resolution.

If the two Councils are not able to agree on a resolution, a bylaw to repeal this Plan may be considered by both Councils. Both Councils must pass the bylaw repealing this Plan in order for the repeal to take effect. A repealing bylaw passed by one Council alone shall not be sufficient to repeal this Plan.

- (5) ²Deleted.

¹ 3393/A-2012, 2012/21

² 3393/A-2010, 2010/20, 3393/A-2012, 2012/21



1

APPENDIX “A”

FINAL ANNEXATION COMPENSATION AGREEMENT

Dated the 3rd day of November, 2008.

BETWEEN:

THE CITY OF RED DEER
("The City")

and

RED DEER COUNTY
("The County")

Background

A. The County and The City entered into the Red Deer County and City of Red Deer Intermunicipal Development Plan (IDP) on July 5, 2007 by Red Deer County Bylaw 207/29 and City of Red Deer Bylaw 3393/2007.

B. The IDP Policy 3.6.3 (7), provides that The City and The County shall negotiate a formula for the determination of compensation on annexation, and that such formula shall be added as an Appendix to the IDP by way of plan amendment, and that additionally, prior to agreement on a formula for compensation the parties shall negotiate compensation for each annexation.

C. In accordance with these IDP requirements, The City and The County have negotiated compensation for the Phase 1 Annexation area, which area is shown as Attachment 1 to this Memorandum of Agreement, and additionally have agreed on a formula for compensation relative to the remainder of The City of Red Deer growth area as shown on Map 1 to the IDP, and which area, excluding Phase 1 is anticipated to be annexed in accordance with the provisions of the IDP.

THEREFORE THE PARTIES agree as follows:

Compensation for the Phase 1 Annexation Area

1. The effective date of Phase I Annexation shall be September 1, 2009 with the City assuming the provision of all municipal services for the annexation area effective this date.
2. The City shall pay The County by way of compensation for the annexation of Phase 1 area as shown in Schedule "1" hereto, as follows:
 - i) \$902,879 payable to Red Deer County by July 31, 2010, less \$300,960, which represents services to be provided in the last four months of 2009 to the annexed area by the City of Red Deer;
 - ii) \$722,303 payable to Red Deer County by July 31, 2011;
 - iii) \$541,728 payable to Red Deer County by July 31, 2012;

- 2 -

- iv) \$361,152 payable to Red Deer County by July 31, 2013;
 - v) \$180,576 payable to Red Deer County by July 31, 2014.
3. The County shall retain all taxes payable in the year that the annexation order becomes effective. Any taxes that are still owing on the effective date of annexation in respect of the annexed land are transferred to and become payable to the City of Red Deer together with any lawful penalties and costs levied in respect of those taxes and the City of Red Deer upon collecting those taxes, penalties and costs must pay them to Red Deer County,
4. No additional or other compensation of any nature or kind will be payable by The City to The County with respect to the Phase 1 Annexation area.

Formula for Compensation on Future Annexation

5. The parties agree that the formula to govern compensation payable by The City to The County on all future annexations under the IDP, excluding Phase 1, shall be as follows:
- a) The City will pay to The County sums based on the municipal portion of tax revenues that would have been collected by The County in the full calendar year preceding the effective year of annexation, subject to declining amounts as follows:
 - i) 100% of such tax will be paid by The City by July 31 of the year following the date the Annexation Order is effective;
 - ii) 80% of such tax will be paid by The City by July 31 of the second year following the date the Annexation Order is effective;
 - iii) 60% of such tax will be paid by The City by July 31 of the third year following the date the Annexation Order is effective;
 - iv) 40% of such tax will be paid by The City by July 31 of the fourth year following the date the Annexation Order is effective; and
 - v) 20% of such tax will be paid by The City by July 31 of the fifth year following the date the Annexation Order is effective;
 - b) Each annexation subsequent to Phase 1 shall have an effective date being the first day of September of the year following the calendar year in which the report on negotiations was filed with the Municipal Government Board.
 - c) The County shall retain all taxes payable in the year that the annexation order becomes effective. Any taxes that are still owing on the effective date of annexation in respect of the annexed land are transferred to and become payable to the City of Red Deer together with any lawful penalties and costs levied in respect of those taxes and the City of Red Deer upon collecting those taxes, penalties and costs must pay them to Red Deer County,
 - d) The County agrees to maintain all roads and provide fire fighting services in the annexation area until May 1 of the year following the date the annexation order is effective.

- 3 -

- e) The County will provide all necessary assessment and tax rates necessary for calculation, and will provide all necessary or additional records required by The City.
- f) No additional or other compensation of any nature or kind will be payable by The City to The County with respect to future annexations.

Appendix to the IDP

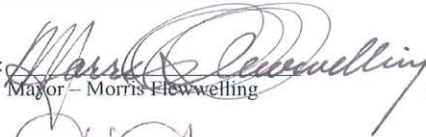
6. The parties agree that this agreement shall constitute the Appendix to the IDP contemplated under section 3.6.3 (7) thereof, and each party agrees that it will pass such Resolution or Amendment so as to give effect to this Memorandum of Agreement and Policy 3.6.3 (7) of the IDP.


Authority

7. The execution of this agreement may be entered into by the signing authorities for The City and The County, having been duly authorized by their respective municipal councils to do so, and they so affix their signatures effective the date first above written.

THE CITY OF RED DEER

RED DEER COUNTY

Per: 
Mayor - Morris Howelling

Per: 
Deputy Mayor - Earl Kinsella David Hear

Per: 
City Manager - Craig Curtis

Per: 
County Manager -- Curtis Herzberg

DATE: _____ 2008

BETWEEN:

THE CITY OF RED DEER
("The City")

- and -

RED DEER COUNTY
(The "County")

**ANNEXATION COMPENSATION
AGREEMENT**

CHAPMAN RIEBEEK LLP
Barristers and Solicitors
#300, 4808 Ross Street
RED DEER, Alberta
T4N 1X5
Phone: (403) 346-6603
Fax: (403) 340-1280

NICK P. RIEBEEK

File: