

AGENDA ITEM SUMMARY

DATE: 1/15/2014

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Moratorium Ordinance

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The mayor has scheduled a special meeting for Wednesday, January 15, 2014, to discuss the adoption of a moratorium ordinance. I have drafted a proposed moratorium ordinance which can be discussed during the special meeting. The attached moratorium would declare a 182 day moratorium on applications for design review of schools (non-residential buildings) under Article VIA of the Zoning Ordinance. Under our present zoning ordinance, a school is a permitted use in the GR, LB and B zoning districts. During a recent application process for a school, several concerns have been voiced by residents in the surrounding neighborhoods which I do not believe can be adequately addressed in design review. Those concerns include but are not limited to size of the parcel for a school, limitation on traffic, control of future phases and limitation on certain activities. At the moment, I would think a conditional use permit process could be established for schools, which in turn can address some of the concerns. The moratorium would allow the Community Development Department to formulate recommendations and to obtain the recommendations of the Planning and Zoning Commission.

For your information, the standards for adopting a moratorium are set forth in the attached ordinance.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. ____
____ Safety Committee ____ P & Z Commission ____ Police ____
____ Streets ____ Public Works, Parks ____ Mayor ____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct a public hearing and decide if the requirements to adopt a moratorium ordinance have been satisfied. If the council wishes to adopt a moratorium, then make a motion finding "imminent peril to the public health, safety or welfare exists" and a motion to adopt the attached ordinance, to authorize the mayor to read by title only, to waive the three readings and to authorize the mayor to sign the ordinance.

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, DECLARING A MORATORIUM NOT TO EXCEED ONE HUNDRED EIGHTY TWO (182) DAYS ON THE PROCESSING OF APPLICATIONS FOR DESIGN REVIEW OF SCHOOLS (NON-RESIDENTIAL BUILDINGS); STATING THE FINDINGS AND REASONS FOR A MORATORIUM; PROVIDING FOR A DEADLINE ON PROCESSING SUCH APPLICATIONS; REQUIRING THE HAILEY COMMUNITY DEVELOPMENT DEPARTMENT TO STUDY AND MAKE RECOMMENDATIONS ON USE REGULATIONS FOR SCHOOLS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A DURATION OF THE MORATORIUM; AND PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

WHEREAS, Goal 7.2 of Hailey's Comprehensive Plan directs the City to "[e]ncourage projects and programs that seek to provide opportunities for cultural, cross-cultural and educational enrichment";

WHEREAS, Goal 9.1 of Hailey's Comprehensive Plan directs the City to "[p]lan for the long-term utilities, service and facility needs of the City while minimizing impacts to the greatest extent possible";

WHEREAS, Goal 10.1 of Hailey's Comprehensive Plan directs the City to "[c]reate and maintain a pedestrian and bicycle-friendly community that provides a safe, convenient and efficient multi-modal transportation system for all Hailey residents";

WHEREAS, Goal 11.1 of Hailey's Comprehensive Plan directs the City to "[e]stablish a built environment that maintains a human scale, retains interest, aesthetics, encourages various levels of interaction among all members of the community, and enhances the character to different neighborhoods";

WHEREAS, Goal 11.2 of Hailey's Comprehensive Plan directs the City to "[e]nsure building heights and mass respects the scale of the traditional and historic built environment";

WHEREAS, Goal 13.1 of Hailey's Comprehensive Plan directs the City to "[e]ncourage and facilitate the development of school facilities that are planned consistently with the city's other land use policies";

WHEREAS, Goal 13.2 of Hailey's Comprehensive Plan directs the City to "[e]nsure the provision of safe, adequate, convenient multi-modal transportation access to all existing and future school sites";

WHEREAS, the current land use regulations contained in Hailey's Zoning Ordinance allow schools as permitted uses in the General Residential (GR), Limited Business (LB) and Business (B) zoning districts and have been found to be incomplete and do not ensure the City's ability to meet the goals of the City's Comprehensive Plan;

WHEREAS, applications for design review of schools (non-residential buildings) may result in the construction and operation of schools as intense land uses without adequate consideration of impacts on neighborhoods and traffic, contrary to the some of the goals of Hailey's Comprehensive Plan;

WHEREAS, a moratorium on the applications for design review of schools is necessary to enable the City Council to amend and enact ordinance(s) that will enable the City to meet the goals of the Comprehensive Plan;

WHEREAS, the City Council finds that imminent peril to the public health, safety or welfare exists because the current Hailey Zoning Ordinance does not adequately address use regulations for schools within the City of Hailey and that grounds exist for the adoption of a moratorium or emergency ordinance;

WHEREAS, Idaho Code §67-6523 authorizes the City to adopt a moratorium on the issuance of selected classes of permits for a period of not longer than one hundred eighty (182) days; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety and welfare.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Idaho Code Section 67-6523, the Hailey City Council ("Council") finds, as set forth herein, that there is an imminent peril to the public health, safety and welfare that requires a moratorium for a period of one hundred eighty two (182) days. The Council imposes a moratorium for a period of one hundred eighty two (182) days on design review applications for schools (non-residential buildings) under Article VIA of Hailey's Zoning, Hailey Ordinance No. 532, as amended.

Section 2. A moratorium is imposed on the filing and processing of applications described in Section 1 of this Ordinance, unless the applications were filed and certified as complete on or prior to the effective date of this ordinance.

Section 3. The Hailey Community Development Department shall study and make recommendations for use regulations for schools and for the adoption of standards for schools, and then shall submit its recommendations for consideration by the Planning and Zoning Commission and the Council on the earliest available agendas.

Section 4. Notice of, and hearing on this ordinance in the normal course, would undermine effective City planning by allowing land use applications covered by the moratorium described in Section 1 of this Ordinance to be submitted between the time notice was published and the time the ordinance was adopted, and thereby allow an applicant's rights to vest in City regulations which may be inadequate to protect the public health, safety and general welfare. The

moratorium imposed in this ordinance shall become effective immediately upon passage of this ordinance and shall continue for one hundred eighty two (182) days unless repealed or modified by the City.

Section 5. It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance.

Section 6. The moratorium declared by this ordinance shall exist for a period of one hundred eighty (182) days from the date of passage and proclamation of the moratorium as indicated in the last paragraph hereof.

Section 7. Based on the findings set out above, the Council finds that there is an imminent peril to the public health, safety and welfare which constitutes an emergency and which requires a moratorium as provided herein and that there is an impending danger requiring immediate enforcement of this ordinance. This ordinance shall be in full force and effect from and after its proclamation, passage and approval and posting in at least five (5) public places in the City of Hailey.

PASSED AND APPROVED by the Hailey City Council and APPROVED by the Mayor of Hailey on this ____ day of January, 2014.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

POSTED: Hailey City Hall
United State Post Office, Hailey Branch
Hailey Chamber of Commerce
Atkinsons' Market
Albertsons Market

AGENDA ITEM SUMMARY

DATE: DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA

SUBJECT: Fire Department Auto Aid Agreement

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

An agreement between the Wood River Fire Department, Bellevue Fire Department and Friedman Memorial Airport Fire to re-establish an agreement which provides automatic assistance to or from the mentioned fire departments in the event of outlined emergency.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommend for approval

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

Southern Wood River Valley

Fire Service Automatic Aid Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the **City of Hailey**, a municipal corporation of the State of Idaho, the **Wood River Fire Protection District**, a fire protection district organized under the laws of the State of Idaho, located in Blaine County Idaho, the **City of Bellevue**, a chartered city, under the laws of the State of Idaho, and the **Friedman Memorial Airport Authority**; a joint powers agency organized under the laws of the State of Idaho, located in Blaine County, Idaho (collectively "the parties").

WITNESSETH:

WHEREAS, the parties provide fire protection, rescue services, hazardous materials control and other emergency support;

WHEREAS, an agreement of this nature is authorized under Idaho Code Sections 50-301, 50-309, 31-1430A and 67-2327 through 67-2332;

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide various levels of service in the control of fire, fire prevention, technical rescue, hazardous material response, and/or other emergency support;

WHEREAS, in the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party or parties to provide supplemental fire suppression, technical rescue, hazardous materials response and/or other emergency support;

WHEREAS, each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this agreement in the event of such an emergency; and

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render automatic assistance to the other.

NOW, THEREFORE, subject to the terms of this agreement to carry out the purpose and functions described above and in consideration of the benefits to be received and the mutual covenants exchanged herein by the parties, it is hereby agreed as follows.

I

ASSISTANCE AGREEMENT

The assistance to be provided for personnel or equipment from any party to any other party to this agreement, subject to the parameters outlined below, shall be considered to be immediate and automatic pursuant to the response criteria outlined in Section VIII of this agreement.

II

RESPONSE PROCEDURE

When notified of an Automatic Aid situation, as described in Section VIII of this agreement, the commanding officer of the assisting agency receiving the notification shall immediately take the following actions:

- a. Determine if the assisting agency has the appropriate type of equipment and personnel available to respond to the notification.
- b. Determine what available equipment and what available personnel should be dispatched in accordance with the plan and procedures established by the parties.
- c. In the event the needed equipment and/or personnel are available, shall dispatch such equipment and/or personnel to the scene of the emergency with proper operating instructions.
- d. In the event the needed equipment and/or personnel are not available, immediately advise the requesting party of such fact.

III

COMMAND RESPONSIBILITY AT THE EMERGENCY SCENE

The highest ranking representative of the jurisdiction in which the incident occurs (the "requesting agency") shall designate an incident commander at the scene to which the response is made. If there is no representative immediately available, the initial responding agency shall assume command of the emergency until there is a transfer of command responsibilities has been transferred to the authorized representative of the requesting agency. Transfer of Command is recommended to be conducted through a face-to-face conversation to assist in conveying necessary information. However, and notwithstanding the preceding sentences, the equipment and personnel provided to the requesting agency under the auspices of automatic aid shall remain under the immediate supervision of the responding agency's officer on scene, whose judgment shall prevail in the event of disagreement with the incident commander as to only those tasks assigned to that particular agency. Such disagreements will be resolved by the Incident Commander by either reassigning a mutually acceptable task, or releasing the agency from the emergency scene. If the incident commander requests a senior officer of the responding party to assume command, the incident commander shall not, by relinquishing command, be relieved of the responsibility for the operation.

IV

LIABILITY

Each party agrees to assume responsibility for liabilities arising out of actions of its own personnel and to hold the other parties harmless therefrom; provided, however, that the requesting agency shall assume liability for, and hold all other parties harmless from, all liabilities that arise out of, or are directly attributable to, command decisions made by the requesting party.

V

RETURN OF EQUIPMENT

Upon completion of work, the participating parties shall locate and return any items of equipment to the party owning equipment. All equipment and personnel used under the terms of this agreement shall be returned to the responding party upon termination of the aid, or on demand made by the responding party for return of equipment or personnel.

VI

COMPENSATION

Each party agrees that it will not seek compensation for services provided under this agreement from any party to this agreement. Each party shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workers compensation upon the employees, and each shall be responsible for its own equipment and shall bear the risk of loss thereof.

Nothing in this agreement shall prevent any or all of the parties from recovering the actual costs of emergency services provided by the parties to a private citizen, business or other entity, where such citizen, business or other entity is deemed to be responsible for such costs. It is generally understood that the requesting agency will be responsible for the collection of the recoverable costs of all the parties. Any funds recovered will be divided among all the parties submitting their actual costs, by multiplying the cost submitted by a percentage equal to the total funds available, divided by the total cost.

VII

INSURANCE

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

VIII

PRE-DETERMINED AUTOMATIC RESPONSE CRITERIA

The following automatic aid procedures shall be initiated as follows:

The **Friedman Memorial Airport Authority** agrees to initiate an automatic aid response consisting of an Aircraft Rescue Fire Fighting (ARFF) apparatus with a sufficient quantity of trained personnel to safely operate the equipment to any aircraft "Alert Level III", or to any reported large fuel storage facility or tank situation located within the boundaries of the City of Hailey, City of Bellevue or the Wood River Fire Protection District. The Airport Authority shall also automatically respond with a qualified representative to the Incident Command Post of any aircraft emergency located within the jurisdictions of the parties, to provide accurate technical support to the command officers.

The **Bellevue Fire Department** agrees to initiate an automatic aid response consisting of 1) a fire engine to any reported aircraft "Alert II or III" situations located within the city limits of Hailey and the Wood River Fire Protection District and 2) a fire engine to any confirmed structure fire within the city limits of Hailey or the Wood River Fire Protection District. In addition, the Bellevue Fire Department shall initiate an appropriate response to any location within the Wood River Fire Protection District or Hailey following notification of a fire, EMS or call for service in the event Wood River Fire Protection District resources are not available.

The **Hailey Fire Department** agrees to initiate an automatic response consisting of 1) a fire engine to any reported aircraft "Alert Level II or III" situations located within the city limits of Bellevue and the Wood River Fire Protection District and 2) a fire engine to any confirmed structure fire within the City of Bellevue and the Wood River Fire Protection District. In addition, the Hailey Fire Department shall initiate an appropriate response to any location within the Wood River Fire Protection District or Bellevue following notification of a fire, EMS or call for service in the event Wood River Fire Protection District resources are not available.

The **Wood River Fire Protection District** agrees to initiate an automatic response consisting of a fire engine and an ambulance to all confirmed structure fires in the City of Hailey and the City of Bellevue. In addition, the Wood River Fire Protection District also agrees to initiate an automatic response consisting of an aerial ladder truck if the call for service is a confirmed fire and is determined to be in a designated "Target Hazard" at the time of dispatch. Target Hazards shall for the purpose of this agreement consist of any residential or commercial structure three (3) stories or taller. Wood River Fire Protection District also agrees to initiate an automatic response of appropriate equipment and personnel to any reported aircraft "Alert II or III" situation located within the city limits of Hailey and Bellevue and to all fire or call for services located in the City of Hailey and Bellevue, in the event Hailey or Bellevue resources are not available.

IX

TERMINATION

This agreement shall remain in full force and effect for three (3) years from the date hereof, unless sooner terminated, and may be renewed with the written consent of all parties. Any party may terminate its participation in this agreement prior to expiration as follows:

- a. Written notice shall be served by any party hereto upon all other parties of its intention to terminate its participation in this agreement. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein. Such notice shall automatically terminate the agreement as to the party giving notice on the date set in the notice.
- b. Termination of the agreement between the parties affected by such notification shall not affect the continuation of the agreement as to any party not notifying an intention to withdraw as provided herein.
- c. Termination of the relationship referred to in this agreement by any party shall not preclude any existing or future agreements between the parties.

X

AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive between the parties. Any of the parties may, as they deem necessary or expedient, enter into separate mutual assistance or mutual aid agreements with any other party or parties. Entry into such separate agreement shall not, unless specifically stated therein, affect any relationship or covenant herein contained. No such separate agreement shall terminate any responsibility hereunder unless notice shall be given pursuant to Section IX of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties as of the date first above written.

City of Bellevue, Mayor

Friedman Memorial Airport Authority, Chairman

City of Hailey, Mayor

Wood River Fire Protection District, Chairman