

**TOWN OF LEEDS  
RESOLUTION NO. 2019-02**

**A RESOLUTION APPROVING AN AGREEMENT FOR ELECTION SERVICES WITH WASHINGTON  
COUNTY FOR 2019 MUNICIPAL ELECTIONS**

**WHEREAS**, during 2019, Municipal Elections will be conducted within the Town of Leeds (“Leeds”); and

**WHEREAS**, the City Recorder has recommended that the municipal election be conducted by election officials of Washington County (“the County”) and that such elections be conducted as set forth in the attached Interlocal Agreement; and

**WHEREAS**, the County has the expertise and election equipment to provide such services at a cost equal to or less than Leeds may be able to conduct the election; and

**WHEREAS**, the County has proposed an Interlocal Agreement to provide said election services;

**NOW, THEREFORE, BE IT RESOLVED** by the Town of Leeds Council that the Mayor is authorized to execute the Interlocal Agreement with Washington County providing for the conducting of the 2019 Municipal Elections within the City as set forth in Exhibit “A” attached hereto.

**PASSED AND APPROVED** this \_\_\_\_ day of May, 2019.

**TOWN OF LEEDS COUNCIL**

By: \_\_\_\_\_  
Wayne Peterson, Mayor

[SEAL]

**VOTING:**

Mayor: Wayne Peterson	Yea ___	Nay ___
Councilman: Alan Roberts	Yea ___	Nay ___
Councilman: Danielle Stirling	Yea ___	Nay ___
Councilman: Elliott Sheltman	Yea ___	Nay ___
Councilman: Nate Blake	Yea ___	Nay ___

**ATTEST:**

\_\_\_\_\_  
Peggy Rosebush, Clerk/Recorder

**PARTICIPATION COMMITMENT  
AND DELEGATION OF AUTHORITY INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, effective May 26, 2017, by and between the Town of Leeds (Town) and the Hurricane Valley Fire Special Services District (District).

**WHEREAS**, The Town has entered into a cooperative agreement with the Utah Division of Forestry, Fire and State Lands (Division) to allow the participation in the Utah Cooperative Wildfire System as provided in 65A-8-203, (Agreement); and

**WHEREAS**, Town retains statutory responsibility to provide fire services under UCA 11-7-1(1) and 65A-8-202.5; and

**WHEREAS**, Town boundaries are entirely within the boundaries of the District; and

**WHEREAS**, the District was created to provide fire suppression for the political subdivisions within its boundaries; and

**WHEREAS**, a wildfire escaping initial attack directly increases the amount of participation commitment and negatively impacts the Town and the District; and

**WHEREAS**, the District has the wildland fire suppression authority and fulfills the requirements of the Utah Cooperative Wildfire System in behalf of the political subdivisions within its boundaries;

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and the requirements the District has undertaken in the Agreement, the parties do hereby agree to the terms and conditions as herein set forth. The following provisions apply to this Agreement:

1. **PARTICIPATION COMMITMENT.** District will engage in prevention, preparedness and mitigations efforts within its boundaries and apply the participation credits equally across its boundaries for the benefit of Town and the other participating political subdivisions served by the District in order to meet the participation commitment level of all the political subdivisions it serves.
2. **RESOURCES.** District will provide the resources to comply with Section IV of the Cooperative Agreement including the Initial attack and District personnel necessary to act as the local fire official on scene to make the determination to transfer Fire Management Authority.

Participation and Delegation Agreement  
Town of Leeds

3. **STANDARDS.** District will provide the resources necessary to comply with Section V: Wildland Fire Response Training, Certification and Equipment Standards of the Agreement. The requirements of Section V are delegated to District under this Participation Agreement.
4. **DISTRICT PARTICIPATION COMMITMENT.** District will cooperate with the Town to comply with the Participation Commitment found in Section III of the Cooperative Agreement by assisting with prevention, preparedness, and mitigation actions and necessary documentation of such prevention, preparedness, and mitigation actions in order to prepare the Annual Participation Commitment Accounting Report.
5. **TOWN PARTICIPATION COMMITMENT.** Town will annually participate in Wildland Assessment items to help comply with the participation commitment statement and provide the resources necessary either through direct expenditure or in-kind activities together with the District for the prevention, preparedness and mitigation actions necessary to comply with the Participation Commitment.
6. **PREPAREDNESS PLAN.** Town will adopt the Community Wildfire Preparedness Plan prepared by the District in accordance with the Agreement.
7. **DELEGATION OF AUTHORITY.** Town delegates fire management authority to the Chief of the District or his/her assigned agent.
8. **TRANSFER OF AUTHORITY.** Town acknowledges that the Chief of the District or his/her designees may delegate fire management authority and transfer fiscal responsibility in behalf of Town to the Division and authorizes the delegation on Town's behalf.
9. **COST RECOVERY.** Town will actively seek cost recovery on behalf of the District for human-caused fires determined to be the result of neglect, reckless, knowing, or intentional acts.
10. **TERM; AGREEMENT TERMINATION.** This agreement shall continue for a period of five (5) years from the date of execution hereof or at any time the Agreement between the District and the Division expires or fails to renew. The Agreement shall be automatically renewed annually for an additional five (5) year period corresponding with the District's renewal of their Participation Agreement with the Division unless a party to

Notwithstanding the above, each Party reserves the right to cancel this Agreement for any reason, in its sole discretion, prior to expiration date by giving thirty (30) days prior written notice of such cancellation to each of the other Parties. Unless earlier terminated, this Agreement shall automatically terminate upon the date which is fifty (50) years from the Effective Date.

11. **IMMUNITY.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code Annotated (“Immunity Act”). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties shall retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area, as it possesses in the performance of its duties within its own territorial jurisdiction.
12. **INDEMNIFICATION.** Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent acts or omissions which are committed by them or their agents, officials or employees. Furthermore, the Parties agree to indemnify, defend and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent acts or omissions of their own officers, employees and agents involved in providing services and equipment under the terms of this agreement. This duty to indemnify, defend and hold each other harmless includes costs or expenses in law or equity, including attorney’s fees.
13. **NO CREATION OF SEPARATE LEGAL ENTITY; ADMINISTRATIVE JOINT BOARD.** No separate legal entity or interlocal entity under U.C.A. § 11-13-203 is created by the terms of this Agreement. However, to the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a governing body comprised of the District fire chief and an administrative officer as appointed by the Town acting as a joint board. Each of the governing body members shall have one vote on any matter. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement and no fees or other charges may be assessed by said Board. There shall be no separate financing of the joint efforts under this Agreement and no separate budget shall be maintained.
14. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement shall not relieve any Party of this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law.

15. **GOVERNMENTAL APPROVAL.** This Agreement shall be approved by each Party in accordance with the provisions of §11-13-202.5, Utah Code 1953, as amended.
16. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
17. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall be held invalid and shall be of no force.
18. **THIRD PARTIES.** This Agreement is not intended and shall not be construed to benefit persons or other entities not named as a Party herein.
19. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for the convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.
20. **NON ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without consent of each of the other Parties.
21. **EXECUTION.** Each Party agrees that each party sign, acknowledge and have its Attorney approve their Agreement as to legality and form.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above.

Town of Leeds

Hurricane Valley Fire

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CHAPTER 30:  
SHORT TERM RENTALS (STR) AND RESIDENTIAL HOSTING  
FACILITIES (RHF)**

**30.1 SHORT TERM RENTAL (STR) PURPOSE PROHIBITION:**

The purpose of Section 30.1 of this Chapter is to ~~describe the process and set forth standards~~ state the prohibition for the leasing of entire residential dwelling units for periods of less than thirty (30) consecutive days - also known as "short-term rentals."

**30.1.1 DEFINITIONS.**

For the purposes of this Chapter all of the definitions contained in VULU Chapter 1 (including the definitions of Short Term Rentals (STR)) and throughout the various chapters of VULU are incorporated herein. Commonly words or terms that are capitalized are defined in VULU Chapter 1, but they can also be embedded into the body of various VULU chapters.

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**30.1.2 NATURE OF USE - SHORT TERM RENTAL OR STR.**

The Short Term Rental of all of a residential Dwelling Unit is a Conditional Use in all STR Development Overlay Zones of the Town, subject to the Owner obtaining and maintaining a STR Permit.

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**30.1.3 STR DEVELOPMENT OVERLAY ZONE.**

The purpose and intent of this Subsection is to establish procedures for designating an entire subdivision or a phase of a master planned development within the Town where all of the Dwelling Units within the subdivision or phase are capable of being used as a Short Term Rental.

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**30.1.3.A** Subject to the conditions set forth in this Subsection, an Owner of real property may apply for and obtain simultaneously with the Final Plat approval for a Subdivision or Subdivision phase an overlay zoning designation which, in addition to the permitted and conditional uses allowed in the underlying zoning district that the property belongs to, the Development (whether it be an entire Subdivision or a phase of a Subdivision) may be developed, constructed, marketed and sold as a Development where Short Term Rentals are allowed. Such approval shall be referred to as a "STR Development Overlay Zone" designation.

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**30.1.3.B** The right to seek an STR Development Overlay Zone designation ONLY applies to NEW Developments for which a Final Plat is recorded, after the effective date of this Section, that contains more than 5 lots upon which residential Dwelling Units can be constructed and which comprises at least five (5) acres (including dedicated streets, trails and public rights of way).

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**30.1.3.C Application/Approval Process:**

**30.1.3.C.i** At the Subdivision Concept Plan review stage of the approval process

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described in VULU Chapter 9 (Division of Land), an applicant shall submit with their Concept Plan a narrative indicating that a STR Development Overlay Zone designation is being requested and the Concept Plan shall include (in addition to any other requirements of VULU Chapter 9) the following information:

**30.1.3.C.ii** Name and address of applicant and property owner;

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**30.1.3.C.iii** The locations, dimensions and setbacks of all existing and proposed uses/activities, buildings, fences and/or walls, and other structures to be included in the proposed development;

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**30.1.3.C.iv** The proposed signage and lighting plan (where applicable);

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**30.1.3.C.v** The locations and dimensions of existing and proposed roads, parking areas and traffic circulation patterns, and roads and driveways adjoining and across from the development;

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**30.1.3.C.vi** The locations and dimensions of existing and proposed drainage facilities, utilities, easements and fire hydrants;

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**30.1.3.C.vii** The proposed area dimensions, existing and proposed elevation contours, and north arrow; and

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**30.1.3.C.viii** Necessary explanatory notes where applicable.

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**30.1.3.D** The Town shall comply with all provisions of VLU, C and Utah Code Ann. Title 10, Chapter 9a, Part 5, in noticing and reviewing an application for an STR Development Overlay Zone, just as it would under any other zone change or land use ordinance amendment.

**30.1.3.E** The Town Council may (after receiving a recommendation from the Planning and Zoning Commission) approve, modify and approve, or deny any application for a STR Development Overlay Zone designation.

**30.1.3.F** In approving any application for STR Development Overlay Zone designation, the Town shall impose such requirements and conditions as required by law and any additional conditions as may be necessary for the protection of adjacent properties and the public health, safety, and general welfare and aesthetics of the Town.

**30.1.3.G** Such conditions of approval may include, but shall not be limited to, specifications concerning structures (existing and proposed); landscaping, density; ingress; egress; fencing; parking; lighting; or other possible nuisances.

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**30.1.3.H** The Town shall not approve a STR Development Overlay Zone designation for a Development unless it finds the following:

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**30.1.3.H.i** That the proposed zoning designation and development of Dwelling Units

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as STR Units on a Development wide basis, at this particular location, is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood and community; and

**30.1.3.H.ii** That a Development wide Short Term Rental use of Dwelling Units will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvement in the vicinity; and

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**30.1.3.H.iii** That the proposed zoning designation and development of Dwelling Units as STR Units on a Development wide basis will comply with all other

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regulations and conditions specified in this Chapter including individual Owners of STR Units obtaining and renewing a STR Permit; and

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**30.1.3.H.iv** That the proposed zoning designation and the development of Dwelling Units as STR Units on a Development wide basis is expressly authorized by the governing documents of the Development (i.e. CC&Rs and By-Laws of a Homeowners Association); and

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**30.1.3.H.v** That the governing documents of the Development require Owners of an STR Unit to utilize one singular property management company (determined by the Homeowners Association) to handle all STR renting of the STR Units within the Development. The designated property management company must be licensed and bonded in the State of Utah and need not have its principal place of business within the Town, but shall have a physical office and employees located within Washington County. The designated property management company shall maintain current contact information for persons within the company who are capable of being contacted 24 hours a day, 7 days a week, in the event the Town or local law enforcement are notified of an issue or a complaint that needs resolution; and

**30.1.3.H.vi** That the proposed zoning designation and development of Dwelling Units as STR Units on a Development wide basis conforms to, or does not contradict with, the intent of the General Plan.

**30.1.4 STR PERMIT APPLICATION AND FEES**

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In order to obtain and maintain an STR Permit an Owner of a proposed STR Unit must do the following:

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**30.1.4.A** Obtain, complete and provide a STR Permit application and any other required documents to the Town.

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**30.1.4.B** The owner must submit the following information on a Town approved STR Permit application form:

**30.1.4.B.i** All applicable and current contact information of the Owner of the proposed STR Unit

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**30.1.4.B.ii** The name and current contact information for the management company

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designated to handle STR renting within the Development where the applicable STR Unit is located. The management company must be given unqualified written authority by the Owner to address and correct all maintenance, day to day operations and nuisance concerns relating to the proposed STR Unit.

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**30.1.4.B.iii** The street address of the proposed STR Unit.

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**30.1.4.B.iv** The number of bedrooms and the applicable occupancy limits of the proposed STR Unit as established by local health and fire safety codes and verified by the Washington County Health Department and the local fire authority (Maximum occupancy is commonly determined by square footage and bedrooms of a Dwelling Unit).

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**30.1.4.B.v** The Owner's Social Security Number (if an individual/sole proprietorship)

or Federal Employer Identification Number (EIN) (if a business entity).

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**30.1.4.B.vi** The Transient Room Tax and Sales Tax Account Number obtained from the Utah State Tax Commission.

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**30.1.4.B.vii** Any other information deemed necessary to inform the Town and the public about the intended use of the property as a Short-Term Rental.

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**30.1.4.C** All applications for STR Permits must include a set of self-addressed, postage-paid envelopes correctly addressed to all property owners within 300 feet from the exterior boundaries of the parcel upon which STR Unit is proposed. Said envelopes will be used by Town Staff to send written notice to neighbors of the proposed STR Unit and to provide them with contact information for the Owner or the management company for the STR Unit in the event of a problem. The mailing will also include a list of standards and requirements contained in this Section that all STR Units must comply with and information about how problems should first be addressed with the Owner or applicable management company and, if not resolved, then reported to the Town.

**30.1.4.D** STR Permit Applications are reviewed and approved by the Town Staff. In the event the Town Staff determines that an application does not comply with the requirements and standards set forth in this Section, it shall deny the same.

**30.1.4.E** A person applying for or holding an STR Permit who receives notice from the Town of denial of their STR Permit application or the non-renewal of their existing STR Permit may appeal said decision to the Town's Appeal Authority in compliance with VULU Chapter 3 and Utah Code Ann. § 10-9A-701 et seq. Said appeal must be made in writing within 10 business days of the adverse decision being issued.

**30.1.4.F** An applicant must pay a STR Permit fee at time of application submittal. The STR Permit fee shall be designated in the Town's Uniform Fee Schedule and established and modified from time to time by resolution. All STR Permit applications will be deemed automatically incomplete until the STR Permit Fee has been paid.

**30.1.4.G** An updated application is required to be provided to the Town if any of the contact information of the Owner or management company handling STR renting for the Development is changed throughout the permit year.

### **30.1.5 STR PERMIT RENEWAL AND TRANSFER.**

STR Permits are good for 365 days after the date of issuance. A STR Permit may be renewed upon the occurrence of the following:

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**30.1.5.A** Payment to the Town of the annual STR Permit fee. **30.1.5.B** Submittal to the Town of an updated application if:

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**30.1.5.B.i** The Owner or management company handling STR renting for the applicable Development (or their contact information) has changed;

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**30.1.5.B.ii** The Owner has made modifications to the STR Unit such that a higher

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number of maximum occupants is requested. In this instance, the Owner shall provide the Town with written current certification from the local health department and the local fire authority indicating the increased

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maximum number of occupants desired in the STR Unit complies with local health and fire safety codes, or

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**30.1.5.B.iii** The Owner has changed its Transient Room Tax and Sales Tax Account Number with the Utah State Tax Commission

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**30.1.5.C** The Town confirms with the Utah State Tax Commission that the Owner or the management company handling STR rental of the applicable STR Unit is current on the Owner's remittance of transient room tax and sales tax.

**30.1.5.D** The Town has not received more than two unresolved complaints stemming directly from the Owner's Short Term Rental during the previous STR Permit period. If more than 2 unresolved complaints stemming from an STR Unit exists the Town Staff may deny the renewal request or may place additional requirements upon the issuance of a renewed STR Permit that are reasonably calculated to resolve the existing issues and prevent future problems and that are roughly proportional to the magnitude of the problem(s).

**30.1.5.E** If an Owner has had their STR Permit renewed with additional conditions and/or requirements pursuant to the preceding section, they may appeal the Town Staff's decision to the Town's Appeal Authority in compliance with Chapter 3 of VULU and Utah Code Ann. § 10-9A-701 et seq. Said appeal must be made in writing within 10 business days of the adverse decision being issued.

**30.1.5.F** In the event of a sale or other transfer (except involuntary transfers such as foreclosure or sheriff's sale) of any property containing a Dwelling Unit with a STR Permit, the purchaser or transferee of the property shall be required to apply for a new STR Permit within forty five (45) days of the date of purchase or transfer. In the event the purchaser or transferee fails to apply for a new STR Permit within said forty five (45) days, the STR Permit will be forfeited and the Owner must re-apply.

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#### **30.1.6 STANDARDS AND REQUIREMENTS FOR SHORT TERM RENTALS.**

In addition to any other requirement of this Section, a Short Term Rental and a STR Permit may be approved by Town Staff only if:

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**30.1.6.A** The proposed STR Unit is located in a STR Development Overlay Zone.

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**30.1.6.B** The proposed STR Unit is an entire Dwelling Unit that has been issued a certificate of occupancy by the Town. Portions of a Dwelling Unit may not be used as a Short Term Rental with the remainder being occupied by the Owner or a tenant under a long term lease of more than thirty (30) days—this type of use is considered Residential Hosting and the Owner must obtain an RHF Permit pursuant to Section 2 of this Chapter.

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**30.1.6.C** Standards for number of guests, number of vehicles, parking, noise restrictions, and all other applicable standards already set by the Town, the State of Utah, the local health department and the local fire authority must be complied with by the Owner and/or their management company.

**30.1.6.D** There are no "on premise" or "off premises" exterior signage or display advertising the proposed STR Unit or its use as a Short Term Rental regardless of the Town's regulations found in Chapter 26 of VULU (Sign Regulations).

30.1.6.E The proposed STR Unit has fully functioning smoke alarms and carbon monoxide detectors which meet the Underwriters Laboratory (UL) 217 standards, installed in the number and location required by the current uniform building, safety and fire codes adopted by the Town.

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30.1.6.F The proposed STR Unit has sufficient Off Street Parking in compliance with Chapter 7 of VULU (Off Street Parking Requirements). Off Street Parking may not be provided within the front yard setback other than the existing driveway.

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30.1.6.G The principal renter of a STR Unit shall be of legal adult age (18 Years Old).

30.1.6.H The maximum number of paying adult and children guests permitted in a STR Unit shall not exceed local health department and fire authority regulations.

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30.1.6.I The Owner or its management company handling STR renting shall have set up a Transient Room Tax and Sales Tax Account with the Utah State Tax Commission and agree to be fully responsible or collecting and remitting all applicable room, occupancy, and sales taxes required by Utah law, VULU or other Town Ordinances.

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30.1.6.J The Owner and/or its management company handling STR renting shall agree to provide guests with a summary of all laws and regulations of the Town that is applicable to Short Term Rental uses.

30.1.6.K The Owner and/or its management company handling STR renting shall provide a brochure or other alternative publication to guests of the STR Unit containing basic minimum standards of personal conduct during their visit to the Town.

30.1.6.L The STR Unit may not be comprised of, a part of, or a component of a Boarding House, Lodging House, Hotel, Motel, Tent, Campground Cabin, Travel Trailer, Recreational Vehicle ("RV"), Mobile Home or a non-tourist based Congregate Living Facility.

30.1.6.M The STR Unit is located on a dedicated street that meets all requirements of the current version of the International Fire Code adopted by the Town.

30.1.6.N The STR Unit possesses landscaping that is maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for on-site parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

### 30.1.7 STR COMPLIANCE AND LIABILITIES.

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It is recognized that the Owner of an STR Unit shall not be relieved from any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of their Dwelling Unit as a STR Unit, regardless of whether such noncompliance was committed by the Owner, their management company, or the occupants of the STR Unit or their guests. In furtherance of the above applicants for an STR Permit expressly acknowledge and consent to the following:

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30.1.7.A Owners may be held liable for violation of Town ordinances that happen on their property.

30.1.7.B Complaints from adjacent or nearby property owners about the STR Unit must be in writing to the Town office and will be responded to by the Town within a reasonable time period.

~~30.1.7.C A complaint received will not be considered a violation or unresolved complaint to be considered grounds for revocation or non-renewal of the STR Permit until proper notification to the Owner and investigation by the Town or law enforcement authorities have been completed.~~

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~~30.1.7.D Two or more citations issued in violation of Town ordinance, State, County or Federal laws, if they are not resolved in a timely manner by the Owner or their management company may cause for revocation or non-renewal of the STR Permit in compliance with Subsections 30.1.5.D & E and 30.1.8.~~

~~30.1.7.E Short Term Rental of a Dwelling Unit is subject to Virgin's Transient Room Tax Ordinance, therefore Owners, or their management company must collect said tax and all applicable sales tax and remit the same to the Utah State Tax Commission as required by State Law.~~

~~30.1.7.F This Subsection I of Chapter 30 (Special Lodging) of VULU does not supersede the CC&Rs or any other privately negotiated restrictive covenants established by private subdivisions. The Town does not have authority, and will not enforce CC&Rs or any other privately negotiated restrictive covenant.~~

~~**30.1.8 STR ENFORCEMENT:**~~

~~A STR Permit may be revoked or not renewed by the Town if:~~

~~30.1.8.A The STR Unit that was originally constructed as a residential Dwelling Unit has been repurposed for a use other than that of a residential Dwelling Unit.~~

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~~30.1.8.B There is a change of ownership of the STR Unit and a purchaser or transferee fails to apply for a new STR Permit within 45 days of the transfer of title as prescribed by Subsection 30.1.5.F.~~

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~~30.1.8.C The Owner or his management company fails to pay any renewal STR Permit fee after sufficient notice.~~

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~~30.1.8.D The STR Unit and/or ancillary structures on the property fails to comply with applicable health, safety, or building codes and the Owner will not comply in a timely manner to bring the property into compliance with said codes or~~

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~~30.1.8.E Other illegal activities have occurred at, or related to the STR Unit, which the Town reasonably determines is clearly contrary to the purpose and intent of this Section.~~

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**30.2 RESIDENTIAL HOSTING FACILITY (RHF) PURPOSE.**

The purpose of Section 30.2 of this Chapter is to describe the process and set forth standards for the leasing of portions of a residential dwelling for periods of less than thirty (30) consecutive days - also known as "Residential Hosting."

**30.2.1 DEFINITIONS.**

For the purposes of this Chapter all of the definitions contained in VULU-Leeds Land Use Ordinance 2008-04, Chapter 1 (including the definition Residential Hosting Facilities ("RHF") as amended) and throughout the various chapters of

VULU are incorporated herein. Commonly words or terms that are capitalized are defined in VULU Chapter 1, but they can also be imbedded into the body of various VULU Ordinance 2008-04 chapters.

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### 30.2.2 NATURE OF USE - RESIDENTIAL HOSTING OR RHF.

The short term renting of portions of a residential Dwelling Unit (aka Residential Hosting) is a Conditional Use in all Residential (R) and Agricultural (A) zones requires an annual Residential Hosting ("RH") permit issued by the Town, subject to the Owner obtaining and maintaining a RHF Permit.

### 30.2.3 RHF PERMIT APPLICATION AND FEES.

In order to obtain and maintain an RHF Permit an Owner of a proposed residential Dwelling Unit where Residential Hosting will occur must do the following:

**30.2.3.A** Obtain, complete and provide an RHF Permit application and any other required documents to the Town.

**30.2.3.B** The Owner must submit the following information on a Town approved RHF Permit application form:

**30.2.3.B.i** All applicable and current contact information of the Owner of the proposed RHF residence.

**30.2.3.B.ii** The street address of the proposed RHF residence.

**30.2.3.B.iii** The number of bedrooms and the applicable occupancy limits of the proposed RH residence as established by local health and fire safety codes and verified by the Washington County Health Department and the local fire authority (Maximum occupancy is commonly determined by square footage and bedrooms of a Dwelling Unit). Notwithstanding the foregoing, no more than two rooms may be rented to no more than four people at any time.

**30.2.3.B.iv** A diagram of the proposed RH residence which clearly depict each bedroom or sleeping area and bathroom ("RH residence Guest Quarter(s)") of the Dwelling Unit where guests will privately reside.

**30.2.3.B.v** The maximum number of guests that can stay in each RH residence Guest Quarter while taking into consideration the overall maximum occupancy of the RH residence (4 Guests and 10 occupants - including the Owner and his/her family unit).

**30.2.3.B.vi** The Owner's Social Security Number (if an individual/sole proprietorship) or Federal Employer Identification Number (EIN) (if a business entity).

**30.2.3.B.vii** The Transient Room Tax and Sales Tax Account Number obtained from the Utah State Tax Commission.

**30.2.3.B.viii** Any other information deemed necessary to inform the Town and the public about the intended use of the property as an RH residence Unit.

30.2.3.C All applications for RH residenceF Permits must include a set of self-addressed, postage-paid envelopes correctly addressed to all property owners within 300 feet from the exterior boundaries of the parcel upon which the RH residenceF is proposed. Said envelopes will be used by Town Staff to send written notice to neighbors of the proposed RH residenceF

and to provide them with contact information for the Owner in the event of a problem. The mailing will also include a list of standards and requirements contained in this Section that all RH residenceFs must comply with ~~how problems should first be addressed with the Owner of said Unit and, if not resolved, then~~ and how violations should be reported to the Town.

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**30.2.3.D** RH residenceF Permit Applications are reviewed and approved by the Town Staff. In the event the Town Staff determines that an application does not comply with the requirements and standards set forth in this Section, it shall deny the same.

**30.2.3.E** An applicant or Owner holding an RH residenceF Permit who receives notice from the Town of denial of their RH residenceF Permit application or the non-renewal of their existing RH residenceF Permit may appeal said decision to the Town's Appeal Authority in compliance with VULU Land Use Ordinance 2008-04 Chapter 3 and Utah Code Ann. § 10-9A-701 et seq. Said appeal must be made in writing within 10 business days of the adverse decision being issued.

**30.2.3.F** An applicant must pay an RH residenceF Permit fee at time of application submittal. The RH residenceF Permit fee shall be designated in the Town's Uniform Fee Schedule and established and modified from time to time by resolution. All RH residenceF Permit applications will be deemed automatically incomplete until the RH residenceF Permit Fee has been paid.

**30.2.3.G** An updated application is required to be provided to the Town if any of the contact information of the Owner is changed throughout the permit year

#### **30.2.4. RHF PERMIT RENEWAL.**

RH residenceF Permits are good for 365 days after ~~being~~ issued. An RH residenceF Permit may be renewed upon the occurrence of the following:

**30.2.4.A** Payment to the Town of a new annual RH residenceF Permit fee.

**30.2.4.B** Submittal to the Town of an updated application if:

**30.2.4.B.i** The Owner (or their contact information) has changed,

**30.2.4.B.ii** The Owner has made modifications to the RH residenceF or re-designation of the RH residenceF Guest Quarters of such that a higher number of maximum occupants is requested. In this instance, the Owner shall provide the Town with written current certification from the local health department and the local fire authority indicating the increased maximum number of occupants desired in the RH residenceF complies with local health and fire safety codes, or

**30.2.4.B.iii** The Owner has changed its Transient Room Tax and Sales Tax Account Number with the Utah State Tax Commission

**30.2.4.C** The Town confirms with the Utah State Tax Commission that the Owner is current on the Owner's remittance of transient room tax and sales tax.



**30.2.4.D** The Town has not received more than two unresolved complaints stemming directly from the Owner's Residential Hosting during the previous RH residence Permit period. If more than 2 unresolved complaints stemming from an RH residence exists the Town Staff may deny the renewal request or may place additional requirements upon the

issuance of a renewed RH ~~residence~~ Permit that reasonably ~~evaluated to~~ resolves the existing issues and prevents future problems and that are roughly proportional to the magnitude of the problem.

**30.2.4.E** If an Owner has had their RH ~~residence~~ Permit renewed with additional conditions and/or requirements pursuant to the preceding section, they may appeal the Town Staff's decision to the Town's Appeal Authority in compliance with Chapter 3 of ~~VULU Ordinance 2008-04~~ and Utah Code Ann § 10-9A-701 et seq. Said appeal must be made in writing within 10 business days of the adverse decision being issued.

### **30.2.5 STANDARDS AND REQUIREMENTS FOR RESIDENTIAL HOSTING FACILITIES RESIDENCES.**

In addition to any other requirement of this Section, Residential Hosting and an RH ~~residence~~ Permit may be approved by Town Staff only if:

**30.2.5.A** The proposed RH ~~residence~~ is located in a Residential or ~~Agricultural Rural Residential~~ Zone of the Town.

**30.2.5.B** The proposed RH ~~residence~~ is a Dwelling Unit that has been issued a certificate of occupancy by the Town.

**30.2.5.C** Standards for number of guests, number of vehicles, parking, noise restrictions, and all other applicable standards already set by the Town, the State of Utah, the local health department and the local fire authority are complied with by the Owner.

**30.2.5.D** The RH ~~residence~~ has no more than ~~four~~ two separate RH ~~residence~~ Guest Quarters within it and the total number of occupants within the RH ~~residence~~ does not exceed ~~four guests and~~ 10 persons including the Owner and the Owner's family unit dwelling within and upon the RH ~~residence~~. Maximum occupancy must be posted in each individual RH ~~residence~~ Guest Quarter.

**30.2.5.E** There are no "on premise" or "off premises" exterior signage or display advertising the proposed RH ~~residence~~ or its use as Residential Hosting Facility regardless of the Town's regulations found in Chapter 226 of ~~VULU Ordinance 2008-04~~ (Sign Regulations).

**30.2.5.F** The proposed RH ~~residence~~ (including all RH ~~residence~~ Guest Quarters) has fully functioning smoke alarms and carbon monoxide detectors ~~which~~ meeting the Underwriters Laboratory (UL) 217 standards, installed in the number and location required by the current uniform building, safety and fire codes adopted by the Town.

**30.2.5.G** The proposed RHF has sufficient Off Street Parking on site in compliance with Chapter 67 of ~~VULU Ordinance 2008-04~~ (Off Street Parking Requirements). Off Street Parking may not be provided within the front yard setback other than the existing driveway.

**30.2.5.H** The principal renter of an RH ~~residence~~ Guest Quarter shall be of legal adult age (18 Years Old).

**30.2.5.I** The Owner shall have set up a Transient Room Tax and Sales Tax Account with the Utah State Tax Commission and agree to be fully responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by Utah law, Ordinance 2008-04 or other Town Ordinances.

**30.2.5.J** The Owner agrees to provide guests with a summary of all laws and regulations of the Town that is applicable to ~~Short-Term-Rental-and~~ Residential Hosting uses.

**30.2.5.K** The Owner shall provide a brochure or other alternative publication to guests of their RH residenceF containing basic, minimum, standards of personal conduct during their visit to the Town.

**30.2.5.L** The RH residenceF or RH residenceF Guest Quarter(s) are not comprised of, a part of, or a conglomerate of a Boarding House, Lodging House, Hotel, Motel, Tent, Campground Cabin, Travel Trailer, Recreational Vehicle (“RV”), Mobile Home or a Congregate Living Facility.

**30.2.5.M** The RH residenceF is located on a dedicated street that meets all requirements of the current version of the International Fire Code adopted by the Town.

**30.2.5.N** The RH residenceF possesses landscaping that is maintained to minimize impact on neighboring properties, to retain residential character, and to provide a visual buffer for on-site parking in relation to adjacent properties and the street. Landscaping may include, but shall not be limited to, planting trees in the park strip.

### **30.2.6 RH RESIDENCEF COMPLIANCE AND LIABILITIES.**

**30.2.6.A** Owners may be held liable for violation of Town ordinances that happen on their property.

**30.2.6.B** Complaints from an adjacent or nearby property owners about an RH residenceF must be in writing to the Town office and will be responded to by the Town within a reasonable time period.

**30.2.6.C** A complaint received will not be considered a violation or unresolved complaint to be considered grounds for revocation or non-renewal of the RHF Permit until proper notification to the Owner and investigation by the Town or law enforcement authorities have been completed.

**30.2.6.D** Two or more citations issued in violation of Town ordinance, State, County or Federal laws, if they are not resolved in a timely manner by the Owner may be cause for revocation or non-renewal of the RH residenceF Permit in compliance with Subsections 30.2.2.D & E and 30.2.5.

**30.2.6.E** Residential Hosting and RH residenceFs are subject to LeedsVirgin's Transient Room Tax Ordinance, therefore Owners must collect said tax and all applicable sales tax and remit the same to the Utah State Tax Commission as required by State Law.

**30.2.6.F** This Section 2 of Chapter 30 (Special Lodging) of VULU this Ordinance does not supersede the CC&Rs or any other privately negotiated restrictive covenants established by private subdivisions. The Town does not have authority, and will not enforce CC&Rs or any other privately negotiated restrictive covenant.

### **30.2.7 ENFORCEMENT.**

An RH residenceF Permit may be revoked or not-renewed by the Town if:

- | 30.2.7.A The RH residenceF that was originally constructed as residential Dwelling Unit has been repurposed for a use other than that of a residential Dwelling Unit,
- | 30.2.7.B The Owner fails to pay any annual RH residenceF Permit fee after sufficient notice,
- | 30.2.7.C The RH residenceF and/or ancillary structures on the property fails to comply with applicable health, safety, or building codes and the Owner will not comply in a timely manner to bring the property into compliance with said code; or
- | 30.2.7.D Other illegal activities have occurred at, or related to the RH residenceF, which the Town reasonably determines is clearly contrary to the purpose and intent of this Ordinance.

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