# ORDINANCE NO. 2015-04

## AN ORDINANCE OF IVINS CITY, UTAH, ADOPTING ZONING TEXT AMENDMENTS REGARDING SHORT TERM RENTAL PROJECTS AND DEVELOPMENT AGREEMENTS

**WHEREAS** the Ivins City Council desires to make certain Zoning Ordinance text amendments regarding Short Term Rental Projects and Development Agreements; and

**WHEREAS** the Ivins Planning Commission held a public hearing on March 17, 2015 to recommend such zoning text amendments; and

**WHEREAS** the Ivins City Council held a public hearing on the Planning Commission's recommendation on _____, 2015 and desires to adopt the recommendations of the Planning Commission;

**NOW, THEREFORE, BE IT ORDAINED BY THE IVINS CITY COUNCIL** that the Ivins City Zoning Ordinance is hereby amended as follows:

**Section 1. Short Term Rentals.** A new section regarding Short Term Rental projects is hereby added to Chapter 12 of the Zoning Ordinance to read as follows:

### 16.12.123: SHORT TERM LEASES OF RESIDENTIAL PROPERTIES:

(1) Purpose and Intent: The purpose of this section is to promote the health, safety and general public welfare of the residents of the city by establishing zoning regulations and zoning standards for short term leases of residential properties in Ivins City to ensure:

(a) Protection of the environment of the city, including compatibility with existing residences;

(b) Preserving the existing character and property values of the community by assuring appropriate uses; and

(c) Promoting peace and safety within neighborhoods of the city.

(2) Applicability:

(a) This section shall apply to leases and rentals of all properties within residential zones of the city.

(b) This section shall apply to "short term leases" as defined in subsection (3) of this section.

(3) Definitions:

REMUNERATION: Compensation, money, rent or other bargained for consideration in return for occupancy, possession or use of real property.

RESIDENTIAL DWELLING UNIT: A single-family or multi-family dwelling unit located within a residential zoning district.

RESPONSIBLE PARTY: The property manager of a short-term residential lease development who is responsible for resolving any problems, complaints, concerns, maintenance issues, business licensing, and sales and room tax collection.

SHORT TERM RESIDENTIAL LEASE: The use, occupancy, rent or lease, for direct or indirect remuneration, of a residential dwelling unit or portion thereof for an effective term of less than thirty (30) days.

(4) Short Term Residential Lease Prohibited: Short term residential leases shall be prohibited in all residential zones, except:

(a) A legal bed and breakfast inn (see section 16.12.116 of this chapter); and

(b) A mixed use overlay zone that includes RC resort commercial as its commercial component (see chapter 8, part 1 of this title). (Ord. 2008-10, 2008)

(c) A SE (Subdivision Enhancement Overlay) Subdivision with a Class V Conditional Use Permit for Short Term Residential Lease Property which complies with this section. *Minimum development size 5 acres*

(d) A PD (Planned Development Overlay) Subdivision with a Class V Conditional Use Permit for Short Term Residential Lease Property which complies with this section. *Minimum development size 5 acres*

(e) A Multi-Family Project which complies with Multi-Family Residential Design Guidelines and Standards (Chapter 18) and has a Class V Conditional Use Permit for Short Term Residential Lease Property which complies with this section.*Minimum development size 5 acres*

(5) The short term lease of residential properties, will be subject to the following conditions, along with any other conditions imposed as part of the Conditional Use Permit process.

(a) All approved short term residential properties must be managed by either an onsite Property Manager or an offsite property manager which is located within 20 twenty minutes (commute time) of the development. The Property Manager shall be the 'Responsible Party' for the entire development and shall provide information on current occupants to police, emergency, or city personnel as needed. The Property Manager shall be available 24 hours a day and shall respond to complaints and concerns within one hour of any phone call. The Property Manager shall maintain a Utah sales tax license, and shall collect & submit to the State Tax Commission the required transient room tax for all short-term residential rental units.

(b) All short term lease developments shall display a city approved sign located at each entrance into the development. The approved sign shall contain the Property Manager's name and twenty four (24) hour per day, three hundred sixty five (365) day per year telephone number of the Responsible Party who will take and resolve complaints regarding operation of the property and the conduct of its occupants and guests.

(c) When short term lease properties are adjacent to single family residential properties, a buffer of non-rental single family residential units or 40' of landscaped and maintained open space shall be required. All short term lease units, associated amenities, parking areas, garbage collection areas shall be located on the interior of the required buffer. When buffer open space areas are provided in SEO, PD, and Multi-Family Projects, those buffers shall be credited towards the minimum open space requirements and available for density incentives, as provided in sections 16.07.409, 410, 509, 510 & 16.18.102(2) (3).

(d) If less than an entire project is requested the City Council may approve a certain number of units that may be used for short term rental.

(e) Off street parking shall be available for RV/boat parking. On street parking of such vehicles is not allowed, except for temporary loading and unloading not to exceed 6 hours.

(f) One or more garbage collection bins may be required to be located on site in addition to garbage cans for individual units.

(g) All short term residential lease properties shall install a 6' colored masonry wall on all perimeter property lines, unless prohibited by a geographic reason where the wall may be located in a location approved by the City Council.

(h) The recorded plat, CC&R's and all sales literature shall clearly state that the project, or any approved part thereof, is approved for short term rental purposes.

(i) All units, open spaces, recreational amenities within short term residential leases developments shall be completely landscaped. The property manager shall be responsible for landscape maintenance

(j) The Zoning District map shall designate where short term residential property has been approved.

(k) Any short term lease residential properties shall provide parking as follows. Detached Single Family Units –a two car garage with two parking spaces on drive way fronting garage. Multi Attached Units including Condominiums, Townhomes, and Apartments, shall provide one parking space for one bedroom units, two parking spaces for 2+ bedroom units and .25 spaces per unit for guest parking. One covered parking space shall be provided for each unit. Driveways fronting garages shall be 20' in length from the back of curb or back of sidewalk where sidewalk is present. Driveways width shall be a minimum of 16' feet. Single family detached homes with a 2 car garage and driveway meets the parking requirements with no additional guest parking required.

(l) On-street parking may be used to meet the parking requirement for a "self-contained project as may be recommended by the Planning Commission and approved by the City Council. Self-contained means that all units in the project are designated for short term rental.

(m)Tandem parking in driveways may be used to meet the parking requirement for a "self-contained" project as may be recommended by the Planning Commission and approved by the City Council.

(n) The owner or the property manager shall obtain an annual residential rental business license as required by Ivins City.

(o) The project shall contain recreation facilities consistent with the size of the project or as may be recommended by the Planning Commission.

(p) Short term lease of residential properties shall not be permitted in existing subdivisions or projects.

(q) Short term lease of residential properties shall meet all other standard requirements of the base Zoning District.

(r) Subdivisions/Projects having Residential Dwellings Units which are approved for short term lease may be required to be accompanied by, or included with the provisions of a development agreement, when deemed necessary by the city council.

(6) Violation of any subsection of this section regulating short term rental property shall constitute a separate violation for each day it occurs or continues. Operation of a short term rental property without a current Ivins City business license is considered a violation and each day of operation shall be considered a separate offense. Evidence of operation shall not require verification of the presence of guests but may be determined by the existence of advertisements of any kind offering the property for short term rental.

(Ord. 2015-04, 2015)

**Section 2. Table of Uses – Short Term Rentals.** A new paragraph regarding Short Term Rental projects is hereby added to Table 33-1 (Section 16.33.101) of the Zoning Ordinance to read as attached hereto and by this reference incorporated herein:

**Section 3. Development Agreements.** Chapter 9 of the Zoning Ordinance entitled "Development Agreements" is hereby amended to now read as follows:

## CHAPTER 9

## DEVELOPMENT AGREEMENTS

**16.09.101: PURPOSE:** The purpose of this chapter is to more fully implement the general plan and the purposes of all land use ordinances. A development agreement may be considered by the city council as a method of providing the city with additional control and flexibility in the approval of development projects by tailoring development standards and requirements to the unique features of a particular development site. (Ord. 2005-13, 2005)

**16.09.102: ELIGIBILITY:** Persons entering into a development agreement with the city council must have a legal or equitable interest in the property that is the subject of the development agreement. (Ord. 2005-13, 2005)

**16.09.103: CONTENT:** ~~All development agreements entered into by the city council shall specify and contain, as a minimum,~~ The City should consider the following sections for possible inclusion in any Development Agreement, as applicable:

(1) Duration of agreement.

(2) Description of the subject property.

(3) Allowed uses.

(4) Maximum density or intensity of the allowed uses and construction requirements, including, but not limited to, minimum and maximum building heights and building size.

(5) A subdivision layout or site plan identifying, but not limited to, the location and arrangement of all allowed uses, circulation patterns, and all required dedications and improvements.

(6) A phasing schedule for all project phases and the timing for the provision of all features, dedications and improvements.

(7) A listing of all project features and facilities being voluntarily provided to the city, in addition to those typically required by all land use ordinances.

(8) Other conditions, terms, restrictions and requirements for subsequent actions and approvals. ~~(Ord. 2005-13, 2005)~~ (Ord. 2015-04, 2015)

**16.09.104: ~~PUBLIC HEARING REQUIRED AND REQUIRED NOTICE:~~** ~~A public hearing to consider a development agreement application shall be held by the commission prior to recommending, and the city council prior to adopting, a development agreement. The procedures for the consideration of an application for a development agreement shall be those procedures for the consideration of a general plan amendment application, as provided by chapter 5 of this title. The required notice shall be the notice required for the consideration of a general plan amendment application, as provided by chapter 10 of this title. At the discretion of the commission and the city council, the required public hearings for the consideration of a development agreement application may be held concurrently with any other required public hearing. (Ord. 2005-13, 2005)~~ Repealed. (Ord. 2015-04, 2015)

**16.09.105: FORM AND CONSISTENCY:** A development agreement shall be approved by the city council by ordinance, following the receipt of a commission recommendation, with a finding that the development agreement is consistent with the general plan. (Ord. 2005-13, 2005)

**16.09.106: APPLICABLE PROVISIONS, REGULATIONS AND POLICIES:** Unless otherwise modified by a development agreement, all provisions, regulations and policies governing the uses of the land, density, design and improvement and construction standards and specifications, and all other requirements and regulations of all land use ordinances in effect at the time of the execution of the agreement, shall apply. A development agreement shall not prevent the city from subsequent actions applicable to the property that is the subject of a development agreement from applying any new provisions or regulations that do not conflict with those contained within the development agreement. (Ord. 2005-13, 2005)

**16.09.107: PERIODIC REVIEW ~~AND MODIFICATION OR TERMINATION~~:** The zoning administrator ~~shall~~ should review a development agreement ~~every twelve (12) months~~ periodically, at which time the applicant, or the applicant's successor, shall be required to demonstrate good faith compliance with the terms of the development agreement. If the zoning administrator finds, based on the evidence, that the applicant has not complied in good faith with all terms or conditions of the agreement, the zoning administrator shall recommend to the city council that the agreement be enforced as written, modified, or terminated. ~~If the city council concurs, the agreement may be modified or terminated by the city council. Proceedings before the city council to consider modification or termination of an agreement shall include a noticed public hearing complying with the notice requirements for a general plan amendment application, as provided by chapter 10 of this title. (Ord. 2005-13, 2005)~~ (Ord. 2015-04, 2015)

**16.09.108: AMENDMENT OR CANCELLATION:** In addition to provisions of section 16.09.107 of this chapter, a development agreement may be amended or canceled in whole, or in part, by mutual consent of the parties to the agreement, or their successors. (Ord. 2005-13, 2005)

**16.09.109: RECORDING OF DEVELOPMENT AGREEMENT:** No later than ten (10) days after the city council ~~approves~~ has approved, and the parties have fully executed a development agreement ~~application~~, the city recorder shall record the development agreement, as approved, in the office of the Washington County recorder. The recorded copy of the development agreement shall be considered the official copy of said agreement. The benefits, rights and obligations of a

development agreement shall be binding upon, and shall inure to all successors to the original parties to the agreement. ~~(Ord. 2005-13, 2005)~~ (2015-04, 2015)

**16.09.110: MODIFICATION OR SUSPENSION TO COMPLY WITH STATE OR FEDERAL LAWS:** In the event that federal or state laws or regulations, enacted after the adoption of a development agreement, prevent or preclude compliance with one or more provisions of the agreement, such provisions of the agreement shall be modified or suspended as may be necessary to comply with such federal or state laws or regulations. (Ord. 2005-13, 2005)

**16.09.111: Repealed.** (Ord. 2015-04, 2015) ~~**REVERSION OF ZONING IN EVENT OF NONCOMPLIANCE:** In the event a development agreement is terminated, as provided by section 16.09.107 of this chapter, the land use ordinance and zoning districts map requirements for the subject property shall revert to those that existed prior to the enactment of the development agreement. (Ord. 2005-13, 2005)~~

**Effective Date: This Ordinance shall become effective immediately upon passage and publication.**

**PASSED AND ADOPTED BY THE IVINS CITY COUNCIL, STATE OF UTAH, ON THIS _____ DAY OF _____, 2015 BY THE FOLLOWING VOTE:**

| | **AYE** | **NAY** | **ABSTAIN** | **ABSENT** |
|---|---|---|---|---|
| George E. Elwell, Jr. | _____ | _____ | _____ | _____ |
| Cheyne McDonald | _____ | _____ | _____ | _____ |
| Lesley Mendenhall | _____ | _____ | _____ | _____ |
| Steven Roberts | _____ | _____ | _____ | _____ |
| Ron Densley | _____ | _____ | _____ | _____ |

_____
Chris Hart, Mayor

ATTEST:

_____
Kari Jimenez, City Recorder