Date: December 17, 2025

From: Mike Scott

Re: Mojave Village Conditional Use Permit and Development Agreement Issues

Our Resort Commercial (RC) zone allows short-term rentals, but city code for RC provides little guidance on what those uses should look like or how they should operate. By contrast, our Short-Term Rental Overlay has some requirements, but the overlay does not apply to the RC zone. As a result, the City lacks clear, enforceable standards governing short-term rental developments in the RC zone.

The Mojave Village project exposes this gap directly. Many critical issues must be addressed through the Conditional Use Permit and Development Agreement to mitigate negative impacts. The conditions and requirements outlined below are intended to fill that gap by establishing clear, enforceable expectations that are proportionate to the scale and intensity of the project.

Mojave Village also raises a broader policy concern. Ivins has a substantial amount of land zoned RC. Relying on project-by-project negotiations to establish basic standards is inefficient and creates uncertainty for applicants and the community. For that reason, the conditions proposed for Mojave Village should be used to update City Code as soon as possible so that RC development is regulated consistently and transparently going forward.

A critical factor in evaluating Mojave Village is its unprecedented density. At 16.9 units per acre, Mojave Village is substantially denser than other townhome developments in Ivins, which typically range from 9 to 11 units per acre.

Another comparison is the Red Mountain Resort redevelopment at 7.5 units per acre. Mojave Village is therefore 55 to 90 percent denser than typical townhome developments and more than twice the density of resort projects. This distinction is especially important because Mojave Village allows short-term rentals, which are a significantly more intensive use than owner-occupied townhomes.

At this density and use intensity, impacts related to traffic, parking demand, noise, guest turnover, and management burden are materially increased, and reasonably warrant stronger and more detailed conditions of approval.

This density issue is compounded by the fact that Mojave Village was originally reviewed and approved in 2023 as a 95-unit project. It has been incorrectly stated that the approval was for 95 lots which could accommodate 285 units. The staff report, City Council minutes, and the applicant's own narrative all consistently described the proposal as 95 resort hotel units.

At no point was the project presented as 95 buildings that could contain multiple units each. The current proposal for 160 units represents a substantial increase in scale and intensity beyond what was evaluated and approved in 2023. This is not a matter of developer misconduct, but rather a reminder

that the RC zone lacks clear density limits and that the project now before the City is materially different from the one originally approved.

I do not believe short-term rentals are a good land-use product for Ivins, and I voted against both the 2022 RC zone change and the 2023 preliminary plan because I believed they lacked sufficient protections for the community. However, the property is zoned RC, so the applicant has vested rights to pursue short-term rentals. There is no legal basis to prohibit that use at this stage. That reality makes it even more important to impose clear, enforceable conditions through the Conditional Use Permit and Development Agreement to minimize negative impacts and ensure responsible operation.

Because Mojave Village is larger, denser, and more intense than what was originally approved, and much denser than any comparable project in Ivins, it is both reasonable and necessary for the City to require stronger conditions to mitigate its impacts. Until the City Code is updated to address RC development more comprehensively, these standards must be incorporated into the Mojave Village approvals to protect the community and provide a defensible framework for enforcement.

CLARIFICATION OF REGULATORY AND CONTRACTUAL PROVISIONS

Because this document serves as both a Conditional Use Permit and a Development Agreement, the following clarification is included to distinguish between regulatory conditions adopted under the City's police power and contractual provisions of the Development Agreement. I believe the best place to insert this is just before "Recitals and standard conditions" on page 1. So, insert:

- All provisions of this document governing development standards, site design, operational requirements, management structure, behavioral rules, mitigation measures, monitoring, enforcement, and ongoing compliance with City Code constitute conditions of approval of the Conditional Use Permit regardless of where such provisions appear in this document and are adopted pursuant to the City's police power. Such conditions are enforceable, modifiable, suspendable, or revocable in accordance with City Code and applicable law.
- All remaining provisions of this document, including but not limited to those addressing vesting, duration, moratoria, phasing commitments, payment obligations, infrastructure timing, amendment procedures, recording, and remedies, constitute contractual obligations under the Development Agreement and shall be interpreted and enforced accordingly.

Also add: If any City Code section referenced in this Agreement is renumbered, relocated, amended, or repealed and replaced, the obligations imposed by this Agreement shall apply to the successor provision addressing the same subject matter.

REVISIONS TO RECITALS AND STANDARD CONDITIONS

The following revisions are intended to clarify key assumptions and references in the recitals and standard conditions to ensure accuracy, enforceability, and consistency.

Page 1 #A:

- Current: …consisting of a total of 160 resort commercial lots…
- Modify: …consisting of a total of 160 resort commercial units on 160 lots…

Page 1 #D:

- Current: The developer has also offered that the project would consist of housing that would stay less than 25 feet in height on the exterior of the project, while the remaining interior would be subject to 35 feet height restrictions.
- Modify: The developer has also offered that building heights shall be limited to a maximum of twenty-five (25) feet for all buildings located along the entire perimeter of the project site, meaning all exterior boundaries of the property, with buildings located in the interior of the project limited to a maximum height of thirty-five (35) feet.

Page 1 #E:

- Current: The Project shall be developed in multiple phases as indicated in the attached Exhibit B.
- Modify: (Note: We have not been given Exhibit B showing the phasing, so add the following) No phase shall proceed until phasing details for that phase are approved by the City and incorporated into this Agreement by amendment or as an approved exhibit.

Page 2 #M:

- Current: The Project must comply with the development agreement for Chinle Cliffs Subdivision dated July 17, 2025 where the owner/developer was listed as “Adjacent Landowner” and was a party to the agreement.
- Modify: We were not given this agreement so cannot agree to this item until I have reviewed the agreement including all exhibits and amendments, and been given a clear explanation of which provisions apply and why.

CHANGES TO CONDITIONS SPECIFIC TO THE PROJECT TO MITIGATE PROJECT IMPACTS

Page 2 #1:

- Current: The project shall provide on-site property management with a centralized booking system.
- Modify: The Project shall provide property management for all units, as further described and regulated elsewhere in this Agreement, including provisions governing management responsibilities, operational standards, and enforcement.

Page 2 #2:

- Current: The project shall provide building height buffering by limiting the height of the building structures on the perimeter of the project to 25 feet in height as measured from the approved pad elevation.
- Modify: The project shall provide building height buffering by limiting the height of the building structures along the entire perimeter of the project site, meaning all exterior boundaries of the property to 25 feet in height as measured from the approved pad elevation.

Page 2 #6:

- Current: Garages shall not be used for storage such that it would prevent the parking of two cars.
- Add: The on-site property manager shall be responsible for monitoring and enforcing this requirement. Failure of the property manager to prevent or timely correct violations resulting in parking impacts, including but not limited to spillover parking or obstruction of internal roadways, shall constitute a violation of the Conditional Use Permit and may result in enforcement action by the City, including civil penalties, suspension of short-term rental operations, or revocation of the Conditional Use Permit, as provided by City Code.

Page 2 #9:

- Current: Resort hotel buildings will be built under the 2024 IBC R-1.
- Note: "Resort hotel" is defined in City Code in a way that may not apply here: "Resort Hotel. A building or buildings offering temporary lodging accommodations, or overnight accommodations for guests, with a common room reservation system, 4 or more guestrooms, and which may include additional services, such as restaurants, meeting rooms, entertainment, and recreational facilities."
- Modify: All buildings within the Project shall be designed and constructed in accordance with the 2024 International Building Code and classified as Group R-1 occupancies.

Page 2 #11:

- Current: Resort hotel shall meet accessibility (ADA) requirements.
- Modify: All buildings shall meet accessibility (ADA) requirements.

Page 3 #13:

- Current: Construction phasing may be varied based on assurances that any phases that go out of order shall account for ensuring that access meets fire codes with appropriate turn-arounds using hammerheads or cul-de-sacs where required by the code and that utilities provide adequate service and are looped when the cost to complete the loop is reasonable and provides a substantial benefit to the operation of the system as determined by the City Engineer.
- Modify: Construction phasing may be adjusted with City approval, provided that any phase constructed out of sequence shall ensure full compliance with fire access requirements and the provision of adequate utility service. Temporary turnarounds may be permitted where allowed by code; however, permanent roadway connections and utility looping shall be completed prior

to occupancy of more than fifty percent (50%) of the approved units, unless the City Engineer determines that earlier completion is necessary.

Page 23 #14

- Current: No construction of utilities shall occur until there is an approved final plat map or equivalent that assures that utilities are going to placed in the proper right-of-way and/or municipal utility easements.
- Modify: No construction of utilities shall occur until an approved final plat map, or other written approval expressly authorized by the City Engineer, is in place for the applicable phase, confirming that all utilities will be located within properly dedicated rights-of-way and/or municipal utility easements.

P3: Payment in lieu conditions

- Current: … The City will be deemed to have timely used such payments if the funds received thereby are used within 5 years of receipt by the City of the first Payments in Lieu.
- Modify: Since payments come in over time but this starts the 5-year clock with the first payment, change to: The City will be deemed to have timely used such payments if the funds received thereby are used within five (5) years of receipt by the City of the Payments in Lieu associated with the applicable phase.

CHANGES TO THE "AGREEMENT" SECTION

P4 #2.b.ii:

- Current: All exterior colors shall be in compliance with City Code
- Modify: we've had lots of confusion about color, so clarify: All exterior colors shall be in compliance with City Code Section 16.19.103 (5) Building Material Color.

P4 #2.b.iv:

- Current: All exterior lighting shall be in compliance with City Code.
- Modify: Add at the end: Title 16 Chapter 23 Outdoor Lighting. A detailed lighting plan demonstrating compliance shall be submitted with CUP applications and building permits for City approval. (From RMR)

ADDITIONAL REQUIREMENTS

1) CONSTRUCTION AND PHASING REQUIREMENTS

A) **Construction Management**. A City-approved construction management plan shall be required prior to building permit issuance. The plan shall address key issues such as noise, dust, work hours, construction traffic and haul routes, blasting/rock excavation procedures, and nighttime lighting.

B) **Phasing Plan**. Prior to commencing construction, the Developer shall submit a phasing plan for City review and approval. The plan shall identify the sequence of construction, anticipated areas of disturbance, and corresponding infrastructure improvements.

C) **Interim Maintenance**. If construction in any phase is suspended for more than six months, the Developer shall implement and maintain interim measures (such as dust control, stormwater management, temporary landscaping and stabilization, and basic site clean-up) to prevent adverse impacts to adjacent properties, roadways, public infrastructure and neighborhood character.

2) ADDITIONAL DEVELOPMENT AND SITE REQUIREMENTS

A) **Rooftop Restrictions**. Rooftop decks, rooftop patios, or any other rooftop occupiable spaces are prohibited.

B) **Occupancy Limits**. Maximum occupancy shall not exceed two (2) persons per bedroom, plus two (2) additional persons per unit, unless otherwise limited by applicable Fire Code.

C) **Events and Commercial Uses**. Events, weddings, ceremonies, corporate retreats, or large gatherings are prohibited unless expressly approved in writing by the City. Outdoor amplified sound is prohibited at all times.

D) **Trash**. All trash and refuse generated within the Project shall be disposed of exclusively in centralized, on-site dumpsters located within designated and screened enclosures. Curbside trash service is prohibited, and trash or refuse shall not be placed in driveways, along streets, or in public view at any time. The management entity shall be responsible for ensuring that dumpsters are adequately sized, properly maintained, and serviced at a frequency sufficient to prevent overflow or nuisance conditions, and shall ensure compliance following each guest departure.

E) **Maintenance**. Landscaping, lighting, parking areas, and all exterior improvements shall be continuously maintained in good condition. The management entity shall be responsible for correcting any deficiencies in a timely manner.

F) **Water Conservation**. The Project shall comply with Washington County Water Conservancy District Ultra Water Efficiency Standards.

3) PROPERTY MANAGEMENT REQUIREMENTS

A) Property Management Structure

I) All dwelling units authorized for use as short-term rentals within the Project (“Short-Term Rental Units”) shall be managed by a single, centralized management entity with authority to enforce all operational requirements of this Agreement and applicable City Code.

II) Management may be located on-site or off-site, but shall be located within twenty (20) minutes travel time of the Project.

III) The management entity shall maintain sufficient staffing and authority to comply with the response, enforcement, and monitoring requirements of this Agreement.

IV) The management entity shall be designated as the Responsible Party for the entire Project. The management entity and the individual unit owners shall be jointly and severally responsible for compliance with all conditions of approval, operational requirements, and enforcement actions related to the Project.

B) **Availability and Response**. The Responsible Party shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The management entity shall respond to complaints or City inquiries within one (1) hour. Failure to respond shall constitute a violation of the Conditional Use Permit.

C) **Licensing and Taxes**. The management entity shall maintain all required City business licenses and a valid Utah sales tax license. All applicable transient room taxes shall be collected and remitted in accordance with Utah law and City ordinance. Proof of compliance shall be provided annually upon license renewal.

D) **Signage and Contact Information**. Each Short-Term Rental Unit shall display a City-approved sign (maximum 12 inches by 18 inches) containing: Name and 24-hour phone number of the Responsible Party; maximum permitted occupancy of the unit; trash and parking instructions.

E) **Records and Inspection**. The management entity shall maintain accurate records sufficient to demonstrate compliance with the operational requirements of this Agreement, including occupancy limits, booking activity, and tax remittance. Upon reasonable request, such records shall be made available for inspection by authorized City personnel during normal business hours. Records may be provided electronically.

4) OPERATIONAL RULES AND ENFORCEMENT

A) **Quiet Hours and Noise**. Quiet hours shall be enforced from 10:00 PM to 7:00 AM in all common and outdoor areas. No resident or guest shall create or permit a nuisance as defined by City Code.

B) **Guest Behavior and Conduct**. Prohibited conduct includes: Events or large gatherings; outdoor amplified sound; use of RVs, trailers, or tents for occupancy; garage conversions or lock-off rooms that create additional unapproved units.

C) **Centralized Guest Control**. Management shall maintain systems for: Guest occupancy tracking; vehicle tracking; house rules acknowledgment; emergency contact information.

D) **Security and Operational Monitoring**. The Project shall implement a City-approved security and operational monitoring plan to address routine site management issues associated with short-

term rental activity. The plan shall be supplemental to, and shall not replace, municipal police services and shall include, at a minimum: (a) periodic evening or nighttime site monitoring; (b) incident logging and reporting to management; and (c) monitoring and enforcement of parking restrictions and quiet-hour requirements.

E) **Management Enforcement Authority**. The management entity shall adopt and implement written enforcement mechanisms reasonably designed to deter and correct violations of Project rules and City Code. Such mechanisms shall include, at a minimum: (a) meaningful fines or penalties for violations; (b) escalating consequences for repeated or serious violations; and (c) authority to terminate occupancy and require removal of guests for repeated or serious violations. Failure of the management entity to meaningfully enforce such mechanisms shall constitute a violation of the Conditional Use Permit.

F) **Joint Liability and Enforcement**. The owner and the management entity shall be jointly and severally liable for violations of this Agreement, the Conditional Use Permit, and applicable City Code. Repeated or material violations, or failure to timely correct violations after notice, may result in enforcement actions as provided by City Code, including civil penalties, suspension of short-term rental operations for affected units, or revocation of the Conditional Use Permit, following notice and an opportunity to be heard.

G) **City Access and Inspection**. Management shall provide occupancy and guest logs upon City request. Authorized City personnel may enter common areas of the Project during reasonable hours to verify compliance.

H) **Guest Education**. The management entity shall provide all guests with written "Good Neighbor" information regarding: Parking restrictions; noise and quiet hours; water conservation; trash procedures; emergency contacts; rules of conduct; penalties for violations.

OTHER ISSUES

If feasible, we should limit the total number of bedrooms within the development to 400 and prohibit units with more than three (3) bedrooms. The rationale is that bedroom count directly correlates to short-term rental occupancy, traffic, parking demand, and noise impacts. Given that Mojave Village is already significantly denser and more intensive than other townhome developments in Ivins, I believe managing overall bedroom count is a reasonable and proportional mitigation measure.

I believe it is appropriate to impose development agreement time limits on large, phased developments of this scale. Ivins City Code establishes that land use approvals are not indefinite and may expire if not timely acted upon, including termination of phased approvals for failure to advance approved plans (Ivins City Code §15.06.204) and expiration of use approvals and building permits where work does not commence within prescribed timeframes (§16.11.128). City Code further reflects the policy that construction must proceed diligently toward completion once commenced (§16.11.129).

Our experience with Sentierre, which was approved more than eight years ago and remains partially built with extended periods of inactivity, demonstrates the practical risks of development agreement that does not expire and lacks clear commencement and completion timelines.

Consistent with these established principles and lessons learned and given the size and phased nature of the Mojave Village project, time limits imposed through the Conditional Use Permit and Development Agreement are reasonable and necessary to prevent indefinite vesting of approvals and to ensure that development assumptions and mitigation measures remain current.