Memorandum

To: Mayor and Council

From: City Staff

Date: Attached to 10/15/2026 city council agenda, posted on 10/9/26

Re: Mojave Village issues

This memorandum is intended to address the issues that city staff is aware of with regard to the proposed Mojave Village development. This memorandum addresses the concerns present as of the October 1, 2026 council meeting. It is staff's understanding that the Developer is working on a new plan and an updated development agreement, but staff has not yet seen them. It is further staff's understanding that the Developer will be willing to proceed with either the October 1, 2026 plan or the new plan that he hopes to have ready shortly.

In sum, staff agrees with the sentiment expressed by Councilmember Wayne Pennington at the meeting on October 1, 2026 that this project meets objectives of the general plan very well in that it will provide a healthy mix of different styles and sizes of housing, some of which will provide single-family detached housing sizes more appropriate for first-time homebuyers than the typical single-family detached housing that is built in Ivins. Further, staff generally feels that this proposal is significantly better than the status quo in at least two ways. First, it moves the already approved RC short-term rentals to a location that is less impactful to current residents. Second, it protects more of the actual hillside areas than the current settlement agreement. Finally, staff wants to compliment the Developer for the Developer's responsiveness to city concerns.

This memorandum is divided into 4 sections. The first section addresses what appeared at the October 1, 2026 meeting to be a deal breaker for a majority of the council – the owner-occupancy restrictions. The second section addresses the policy concerns discussed at the meeting and any others not discussed at the meeting identified by Councilmember Mike Scott in his memorandum dated September 29, 2026. The third section addresses the legal questions related to the development agreement Councilmember Scott raised in his memorandum. Finally, the fourth section identifies typos and other technical issues with regard to the development agreement, including those Councilmember Scott raised.

Staff was prepared to discuss each of these issues at the October 1, 2026, meeting. Staff also considered arranging a meeting with Councilmember Scott and Lance Anderson

prior to the meeting but was unable to act on that option in the short time between reviewing Councilmember Scott's memorandum and the meeting.

This memorandum is for informational purposes only and is not intended to spur discussion between council members until the next time this matter is presented at a city council meeting, which staff anticipates will be the October 15 city council meeting.

Section 1: Attainability Protections; Owner-Occupancy Restrictions

At the October 1, 2026, meeting, it was suggested that elements need to be put into place to better secure the attainability of the 3,000 square foot homes – more than just the commitment by the Developer to limit 16 units to 1,200 square feet. The only additional commitment the Developer was willing to make was to allow 8 units to be required to be occupied by the owner. The number of years for the restriction was not finalized, although 2 years was suggested at the meeting. The Developer further indicated that the project will not move forward if more than 8 units are *required* to be owner-occupied.

One option to consider could be to establish a formal *preference* for an owner-occupant, which would be a little less burdensome than just a straight *requirement*. With this preference, if multiple buyers are available, the buyer willing to abide by an occupancy requirement would be given first chance to buy for the market price, but then if no owner-occupant is willing to buy after 6 months (or some other time period), the Developer could sell the unit at market price without any requirement. This would create an enforcement burden as the city would likely want to be kept appraised of the status of the units subject to the preference to ensure true efforts to sell to owner-occupants were being made. This option was suggested to the Developer and he initially indicated that he could accept such a proposal and may even be considering it for all of the 3,000 square foot lots.

A concern was raised that without owner-occupancy restrictions, investors might purchase large blocks of the smaller units. Staff recognizes this possibility, but believes that the risk is small because the cost of land in Ivins is simply too high to be attractive to such institutional investors. Investors seeking more than 1 or 2 units will be looking in markets where the amount of money to invest can purchase more units than can be purchased here.

Section 2: Policy Issues

1. Phasing (Scott Memo, section 1, item 1): The Developer has reported that the Developer cannot accept set phasing as a requirement, primarily because the Developer believes there will be a need to build what is going to sell in order to move the project forward. Staff acknowledges that market conditions are almost impossible to predict and

that forcing sales of lots that won't sell would be detrimental to the viability of the project. Further, as the small lot concept is somewhat untested in Ivins, if the smaller lots do not sell, then it may become clear that small lots are not the solution to creating more affordable housing in Ivins.

2. Disturbance (Scott Memo, section 1, item 2): To address concerns regarding disturbance of future phases, staff proposes adding the following language to the Development Agreement:

> The City will allow the Developer to transport and either place or excavate material within a future phase of development to accommodate grading activities associated with an earlier phase, subject to the following conditions:
>
> 1. Disturbance within the future phase shall be limited to those areas reasonably necessary for the placement, storage, or excavation of material. The movement of material into or out of a future phase shall not authorize disturbance of the entire phase.
> 2. Any future phase in which material is placed, stored, or excavated shall be included in the project's Storm Water Pollution Prevention Plan (SWPPP), with appropriate measures for controlling dust, erosion, and sediment runoff in accordance with applicable City requirements.

This approach would provide the Developer with reasonable flexibility to balance cut and fill materials between phases while limiting unnecessary disturbance of future development areas and ensuring appropriate dust and erosion controls are maintained. This Developer has indicated a willingness to agree to this proposed language.

3. Revegetation (Scott Memo, section 1, item 3): The State's General Permit for Stormwater Discharges from Construction Activities establishes requirements for stabilizing disturbed areas when construction activities cease, including timelines for initiating revegetation or other stabilization measures. Staff understands that stabilization must begin within 30 days of construction activity ceasing, where applicable. While this requirement could be reiterated in the Development Agreement, staff does not believe it is necessary, as the Developer is already obligated to comply with applicable state stormwater regulations regardless of whether they are specifically included in the agreement.

4. Amenity Lot (Scott Memo, section 1, item 4): The Developer presented an intent to limit the amenity lot to just 1 single lot. The proposed lot was much greater than 5,000 square feet. Regardless, this can be clarified in the agreement if council believes this to be necessary.

5. Additional Public Benefit (Scott Memo, section 1, item 5): The Developer has indicated that the inclusion of smaller residential lots is intended to help the City achieve its goal of providing more affordable housing options. However, he has expressed concerns that imposing too many restrictions on these units could negatively affect their marketability and the financial viability of the project.

At the October 1 City Council meeting, the Developer indicated a willingness to accept a two-year owner-occupancy deed restriction on eight of the units. Additionally, as discussed earlier in this memorandum, Staff has proposed and the Developer has indicated a willingness to accept the idea of an initial six-month marketing period for each unit during which sales would be limited to owner-occupants.

Ultimately, it will be up to the City Council to determine whether these commitments provide a sufficient additional public benefit or whether further restrictions are warranted.

6. Temporary Turnarounds (Scott Memo, section 2, item 3): Temporary turnarounds and roadway connections are required to comply with applicable fire code requirements. These facilities must also be constructed as all-weather roadways, consisting of a minimum of eight inches of compacted road base. In addition, stormwater runoff must be directed around these facilities in a non-erosive manner for storm events up to and including the 10-year storm. These requirements help minimize the potential for temporary roadways to become sources of dust, erosion, or other nuisances.

While these requirements could be specifically incorporated into the Development Agreement, staff does not believe it is necessary, as the City would require compliance with these standards through its normal development review and approval processes regardless of whether they are expressly included in the agreement.

7. Material Changes (Scott Memo, section 2, item 4): Staff believes that this clause is sufficient to protect the city. The concept of material changes is already encompassed in the CUP process, such that for changes that do not create adverse impacts, staff generally would not require city council input. Without additional language, boundary changes would be subject to this same analysis as they are in other developments where density is not governed by zoning districts – staff would send material changes to the city council for review as an amended CUP, whereas staff would not invite city council input on boundary changes that did not appear to increase adverse impacts. Most often, changes create adverse impacts only when density increases. So long as density stays the same or decreases, there is often no adverse impact. In the end, this

analysis approach does rely on staff to evaluate the matter in a manner acceptable to the city council.

8. 10-Acre Lot (Scott Memo, section 2, item 8): The barn, corrals, and equestrian and recreational amenities are subject to the maximum disturbance limitations established in the Development Agreement. Staff believes this is a straightforward interpretation consistent with standard development practices and sees little basis for interpreting these improvements as exempt from the disturbance limitations. However, if the Council desires additional clarity, this requirement could easily be stated explicitly in the agreement.

Regarding outdoor lighting, the City's existing lighting ordinance establishes strict standards intended to prevent light trespass onto adjacent properties, including requirements for shielding exterior lighting to prevent direct illumination beyond property boundaries. Staff believes these regulations adequately address potential lighting impacts associated with the proposed amenities. While similar provisions could be incorporated into the Development Agreement, doing so would largely duplicate existing requirements. Staff therefore does not believe additional language is necessary.

9. Wall Material (Scott Memo, section 2, item 10): Retaining walls located behind homes or other structures are of less concern to the City because they are largely screened from public view by the buildings themselves. Staff believes the primary focus should be on retaining walls constructed on fill slopes in front of building pads, where their visual impact is more pronounced.

The Development Agreement includes several provisions intended to minimize these impacts. First, a minimum vertical cut of 10 feet is required before a fill slope may be approved, thereby reducing the circumstances in which fill slopes and associated retaining walls would be permitted. Second, retaining walls are limited to a maximum of three tiers, with each tier no more than three feet in height, for a total maximum height of nine feet.

Although tiered retaining walls are not necessarily the City's preferred approach, they represent a reasonable tradeoff when compared to longer, uninterrupted fill slopes, which would disturb significantly more natural terrain. The visual impact of these walls is further mitigated by the required vegetation screening.

Staff also believes the requirement to use natural rock or concrete colors that blend with the surrounding hillside provides a reasonable and enforceable standard. The natural rock formations found throughout the hillside provide a readily available reference for evaluating whether proposed colors are compatible with the surrounding landscape.

Taken together, staff believes these provisions strike an appropriate balance between accommodating development on steep terrain, minimizing land disturbance, and preserving the natural visual character of the hillside.

10. Screening/Revegetation (Scott Memo, section 2, item 11): The Developer has expressed a preference not to be required to submit a formal landscape plan for revegetation. In response, staff has incorporated minimum landscaping standards into the Development Agreement to ensure adequate vegetation screening. Staff believes this approach provides sufficient guidance to achieve the desired results without requiring a separate landscape plan. Unlike other improvements that may be difficult or costly to correct after installation, landscaping deficiencies can generally be addressed by simply adding plantings where needed. If the initial landscaping does not meet the established standards, the Developer would be required to install additional vegetation to achieve compliance rather than remove or reconstruct the landscaping already completed. Staff believes this provides a reasonable balance between ensuring adequate screening and allowing flexibility in how the landscaping requirements are met.

11. Privacy Wall Locations (Scott Memo, section 2, item 12): Staff does not envision privacy walls extending along the property lines of the estate lots, as this would diminish the sense of open space between properties. However, it is reasonable to anticipate that some lot owners will want privacy walls around portions of their yards, while others, particularly on the upper lots, may find them unnecessary due to the natural separation and distance between homes.

Staff believes it is appropriate to count all areas enclosed by privacy walls as disturbed area. Once an area is enclosed by a privacy wall, it is effectively screened from public view and no longer contributes to the overall sense of openness that the development standards are intended to preserve. Importantly, it is not just the physical footprint of the wall that should count toward the disturbance limitation, but the entire area enclosed by the wall. This approach discourages property owners from constructing privacy walls around the perimeter of their lots, even if the walls are set back from the property lines, because the entire enclosed area would count toward the maximum allowable disturbance.

Staff is concerned that Councilmember Scott's suggested language, stating that "privacy walls should stay within the approved disturbance area," could be interpreted to allow a narrow disturbance corridor, perhaps three feet wide, extending around the entire lot for the purpose of constructing a perimeter wall. Such an interpretation would undermine the intent of the disturbance limitations and the goal of maintaining open space between lots.

There may be a clearer way to express this requirement, but staff believes the current language better protects the intended character of the development and avoids potential unintended interpretations.

12. Disturbance Limits (Scott Memo, section 2, item 13): This is an important consideration, particularly with respect to ensuring that disturbance limitations remain enforceable as properties change ownership. Staff proposes that, when an estate lot owner applies for a building or grading permit, the approved disturbance boundaries be documented through a recorded disturbance exhibit specific to that lot. This would establish a permanent record of the approved disturbance area and provide notice to future property owners of the restrictions applicable to their property.

Additionally, the estate lots will be located within a gated community governed by a homeowners association (HOA), which would provide an additional level of oversight and enforcement, assuming the disturbance limitations are incorporated into the HOA's governing documents.

Staff believes this approach would provide a reasonable means of documenting and maintaining the disturbance limitations over time without requiring ongoing routine inspections by the City.

13. Construction Procedures (Scott Memo, section 2, item16): The reference to "standard construction procedures" does not relieve the Developer of complying with applicable City ordinances, construction specifications, and state and federal regulations. Staff believes these existing requirements address most of the construction-related concerns identified.

Specifically, Ivins City Code Section 8.10.102 regulates construction hours, generally prohibiting construction activities between 10:00 p.m. and 6:00 a.m., with limited exceptions. The City's noise ordinance also prohibits unreasonable disturbances to surrounding neighborhoods. Dust control, erosion prevention, and stabilization of disturbed areas are addressed through the City's stormwater regulations, grading requirements, and construction specifications. Blasting and rock excavation are subject to applicable construction safety and permitting requirements. Outdoor lighting is regulated by 16.23, although the ordinance provides a limited exemption for temporary construction lighting.

The areas where existing regulations may provide less specific direction are construction traffic and haul routes, temporary construction lighting, and certain site-specific excavation activities. These are matters that staff can evaluate during construction plan review as more detailed information becomes available.

Staff believes the existing regulatory framework provides substantial protection and does not see a need to establish an entirely separate set of construction standards for Mojave Village. While no set of regulations can eliminate all construction impacts, the City's existing requirements provide mechanisms for managing those impacts and addressing violations as they occur. If the Council wants the agreement to have additional restrictions on these items, please put forth your recommendations at the next meeting.

14. Sensitive Lands Analysis (Scott Memo, section 2, item 20): Staff believes the provisions of the agreement are sufficiently clear and objective to allow staff to review future development applications and determine compliance. A sensitive lands committee is generally more beneficial when development standards involve subjective criteria that require additional interpretation or judgment. Staff sees no compelling reason why the existing review process would be inadequate to evaluate compliance with disturbance limitations, grading requirements, and revegetation standards.

While there may be some subjectivity involved in evaluating proposed colors for retaining walls, staff believes the current language provides sufficient guidance to make reasonable and consistent determinations. Overall, staff is confident that the agreement establishes adequate standards for administering and enforcing these requirements without the need for an additional review committee.

15. Traffic Concerns: It was suggested that traffic concerns are not understood. Staff is not concerned about this because a traffic study would be done and if the study identifies infrastructure that is needed, it will be required pursuant to city code and city standards. City Engineer, Tom Jorgensen, will be issuing an email addressing traffic concerns that will further provide guidance to the City Council.

16. Amenities for the RC portion: It was suggested that putting amenities in the RC portion could potentially eliminate the density of the RC portion. The Developer indicated a willingness to add amenities to the RC portion if the number of units did not change – using one of the estate lots to house the amenities, and if the project fee which is anticipated to generate $835,000 for the Chinle Cliffs park was eliminated. It was noted the park may not be under construction for several years. The Developer indicated a willingness to eliminate the 5 year term on the project fee to allow the city to hold those funds until the park is built, even if the park isn't built for more than 5 years.

17. Market/Risk concerns; Moving parts: It was suggested that the viability of the project based on market forces and potential WUI concerns is in question and that because of all the variables it may not come together. Staff is not concerned about these issues because the risk is borne completely by the Developer. Approvals now can be

revisited if the market makes this project untenable and another project appears more viable in the future.

18. HOA issues: It was suggested that a single HOA could afford some consistency between the different parts of the project. The Developer indicated that the estate lots and the RC lots would likely have their own HOAs. Staff is not concerned about multiple HOAs as multiple HOAs likely make sense where the uses are so drastically different from one area to another.

19. Height: The Developer committed to a 25' height limitation on the RC units on the south end of that parcel.

Section 3: Development Agreement Legal/Enforceability Questions

1. Parcel Descriptions (Scott Memo, Section 2, item 1): Staff believes the descriptions of the different parcels are sufficient throughout the agreement to leave no question of enforceability and thus wouldn't typically require additional detail in this specific location. However, the changes suggested by Councilmember Scott do not appear to change anything so staff sees no reason why these details can't be added into recital D and section 2.

2. Overnight Rental (Scott Memo, Section 2, item 2): Staff believes the use of "overnight rental" in section 2 of the agreement does not create any confusion with the use of "short-term rental" throughout the rest of the agreement for enforceability purposes and thus wouldn't typically be concerned about this language. However, the suggestion by Councilmember Scott to change it to "short-term rental" to match the other uses does not appear to materially impact the agreement so staff sees no reason why it can't be changed in section 2.

3. Vesting (Scott Memo, Section 2, item 5): The vesting clause in section 5 of the agreement is intended to vest every right for the Developer that is stated in the agreement, subject to any limitations in the agreement. In this case, that means the densities and uses will be vested, subject to the requirements for disturbance, grading, revegetation, etc., listed in the agreement, especially those on Exhibit F. This vesting is also conditioned upon the requirements listed in section 5 and the ability of the city to, in a general manner, alter its code regarding issues not addressed in the agreement (i.e., lighting, construction standards, etc.).

4. Moratoria (Scott Memo, Section 2, item 6): The moratoria clause in section 7 is a clause requested by the Developer. Staff felt the language at the end of the clause allowing future regulation so long as it "complies in all respects with applicable state law"

sufficiently protects the city's ability to alter its laws so long as the City follows procedures in state law to do so. As the city has never knowingly violated those provisions, and certainly intends to follow them going forward, staff felt this language was sufficient to protect the city.

5. Site Plan Identical Text (Scott Memo, Section 2, item 7a): Staff is not sure what Councilmember Scott means when he states that the text for Parcel B is identical to the text for Parcel A. In staff's review, the text for those two parcels is different and matches the Developer's intent. Staff does see some identical language in at least parts of the descriptions for Parcel A and Parcel C, but as those two parcels are the larger lots and are in many ways intended to be treated similarly, staff believes this language duplication is appropriate.

6. Site Plan Labels and Boxes (Scott Memo, Section 2, item 7b): Staff believes the identification of the phasing on Exhibit D sufficiently describes the phases for enforceability and thus wouldn't typically request additional detail on Exhibit C as well. However, adding the labels and boxes to Exhibit C does not appear to change the agreement in any material way so staff sees no reason why this can't be done.

7. Site Plan Height Restriction Applicability (Scott Memo, Section 2, item 7c): In response to this issue raised by Councilmember Scott in his earlier memorandum, staff added language in exhibit C that "all primary *and accessory* buildings" in parcels A and C would be subject to the 18 foot restriction. Staff does not believe that the language including "accessory" buildings in the 18' height restriction could be interpreted to allow 25' heights for accessory buildings so typically would not request additional clarification. However, adding the additional language suggested by Councilmember Scott does not appear to impact the agreement so staff sees no reason why it can't be added.

8. Conflicts (Scott Memo, Section 2, item 14): Staff does not see any risk of conflicting provisions, regardless of which section of the agreement supersedes the others so typically wouldn't request a change. However, shifting the agreement so that the exhibits supersede in case there is a conflict doesn't appear to create any additional risk so staff sees no reason why it can't be done.

9. Assignment (Scott Memo, Section 2, item 15): A recorded development runs with the land, meaning that any subsequent owner will be subject to all of the same obligations, and receive all the same rights, as the original owner. Section 9 of Exhibit I makes this clear. This is the primary reason why a development agreement is recorded – to ensure subsequent owners are aware of the rights and obligations they are buying into.

10. Sidewalks (Scott Memo, Section 2, item 17): Because sidewalk requirements are already imposed by city code and standard specifications, city staff wouldn't typically request that they specifically be covered in the development agreement unless the Developer is seeking some variation. This Developer is not seeking a variation. However, as including this language wouldn't impact the agreement in any negative way, staff sees no reason why it can't be added – probably in the appropriate sections of exhibit H.

11. Road Widths (Scott Memo, Section 2, item 18): Because road widths are shown on Exhibit C staff wouldn't typically request that they be further specified in the text of the development agreement unless the Developer is seeking some variation. This Developer is not seeking a variation. However, as including this language wouldn't impact the agreement in any negative way, staff sees no reason why it can't be added – probably in the appropriate sections of exhibit H.

12. Chinle Park Road (Scott Memo, Section 2, item 19): The Chinle Park road requirements are covered in the Chinle Cliffs development agreement, which runs with the land and will be imposed on the Developer once title to the portion of the Chinle Cliffs land being purchased is transferred. In addition, in recital F and in Exhibit H, section 1, paragraph 5, the Chinle Cliffs development agreement is expressly included as part of the "Developer Obligations." Because of this, staff believes the obligations are adequately imposed for enforceability purposes and wouldn't typically add more language to this development agreement. Staff doesn't see much language that could be added that would do any more than the language already included in recital F and in Exhibit H, section 1, paragraph 5.

Section 4: Development Agreement Technical Issues (Typos, etc.)

1. Disturbance Exhibits (Scott Memo, Section 2, item 9): These have been added.

2. Parcel Consistency (Scott Memo, Section 3, item 1): These will be confirmed before signing.

3. "for" (Scott Memo, Section 2, item 2): This will be changed.

4. "four" Subareas: Recital D states there are "three" subareas, but the agreement was amended by the Developer to provide for four. This reference to "three" will be changed to "four."

5. The description of parcel C on Exhibit C indicates that the lots in parcel C are "subject to disturbance limitations as shown on Exhibit E." However, Exhibit E only shows disturbance restrictions for parcel A. At this point, staff understands that as the lots in

parcel C are not “hillside” lots, there won’t be any disturbance limitations. If this is confirmed, this language will be deleted from parcel C