



## **CITY COUNCIL MEETING STAFF REPORT**

**DATE OF MEETING:** May 20, 2025

**NAME OF PROJECT:** Southill

**NAME OF APPLICANT:** Midway Heritage Development

**AUTHORIZED REPRESENTATIVE:** Dan Luster of Southill Development

**AGENDA ITEM:** Third Amendment to the Southill Master Plan Agreement

**LOCATION OF ITEM:** 565 East Main

**ZONING DESIGNATION:** C-2

### **ITEM: 13**

Dan Luster, agent for Southill Development, has submitted a Master Plan Amendment for the Southill Master Plan on 28.493-acres. The master plan restricts the plat recording of phase 3 until the traffic signal planned for Main Street and River Road is installed. The proposed amendment would change the language so that the plat could be recorded before the traffic signal is installed but no certificates of occupancy would be approved until the traffic signal is installed. The property is located at approximately 565 East Main and is in the C-2 zone.

### **BACKGROUND:**

Dan Luster, agent for Southill Development, has submitted a Master Plan Amendment for the Southill Master Plan on 28.493-acres. Southill is a mixed-use planned unit development that consists of both commercial and residential uses. The master plan agreement and approvals for the property limit phase 3 from being recorded until the planned traffic signal is installed at the corner of Main Street and River Road. The



applicant is proposing to amend the agreement so that the plat could be recorded before the traffic signal is installed but no certificates of occupancy would be approved until the traffic signal is installed.

**Current language (emphasis added):**

Traffic signal at Main Street and River Road – UDOT has studied the traffic related issues for the intersection of Main Street and River Road. The study concluded that a traffic signal is warranted for the intersection, but UDOT does not have a timeline established for when the signal will be installed. Southill will increase traffic to the intersection and as such the Developer shall pay 50% of any City costs expended on the installation for the traffic signal for required infrastructure, expansion of pavement, landscaping, etc. (excepting specifically any costs associated with right-of-way acquisition). Because UDOT's timeline for installation of the traffic signal is unknown, and the risk of overloading the intersection from traffic from the Development is likely, phase 3 of the Project shall not be approved without the installation of the traffic signal. Developer shall have the choice at that time to bear the entire UDOT expense of installing the traffic signal or waiting for UDOT to install the signal. Either way, **the plat for phase 3 shall not be recorded** without the traffic signal first being installed.

**Proposed language (emphasis added):**

Traffic signal at Main Street and River Road – UDOT has studied the traffic related issues for the intersection of Main Street and River Road. The study concluded that a traffic signal is warranted for the intersection, but UDOT does not have a timeline established for when the signal will be installed. Southill will increase traffic to the intersection and as such the Developer shall pay 50% of any City costs expended on the installation for the traffic signal for required infrastructure, expansion of pavement, landscaping, etc. (excepting specifically any costs associated with right-of-way acquisition). Because UDOT's timeline for installation of the traffic signal is unknown, and the risk of overloading the intersection from traffic from the Development is likely, phase 3 of the Project shall not be approved without the installation of the traffic signal. Developer shall have the choice at that time to bear the entire UDOT expense of installing the traffic signal or waiting for UDOT to install the signal. Either way, **certificates of occupancy shall not be approved** without the traffic signal first being installed.



Amending the approved master plan and previous approvals is a discretionary decision. The City Council is under no obligation to amend the approved and recorded agreement unless they feel it is in the best interest of the community. The City Council may also ask for changes to the master plan agreement during this process. If both parties agree to the proposed amendments that either side is petitioning, then the master plan may be amended, and the new agreement may be recorded. If either party does not agree then the existing master plan continues to govern the development.

#### **ANALYSIS:**

The existing language was created to avoid overloading the intersection of Main Street and River Road with increased traffic that partially will be because of the Southill development. As the development grows through its five phases, it was determined that requiring the traffic signal for phase 3 would help alleviate traffic concerns by adding a controlled intersection on Main Street. The applicant is proposing to amend the language so that the traffic signal is still required as part of phase 3 but instead of requiring the signal before the plat is recorded, it would be required before any certificate of occupancy is issued. The proposed change should not impact the traffic situation of the area since no units will be occupied in phase 3 with either the existing language or the proposed language. The proposed language will allow the developer to sell units in phase 3 while the existing language will not allow units to be sold since the recording of the plat which is what allows selling to occur.

#### **POSSIBLE FINDINGS:**

- Studies by UDOT have found that the traffic signal at Main Street and River Road is warranted.
- The current language requires the traffic signal before the phase 3 plat is recorded.
- The proposed language would require the traffic signal is installed before any certificate of occupancy is issued in phase 3.
- The proposed change should not impact the traffic situation of the area since no units will be occupied in phase 3 with either the existing language or the proposed language.
- The proposal to amend the master plan agreement is a legislative action.



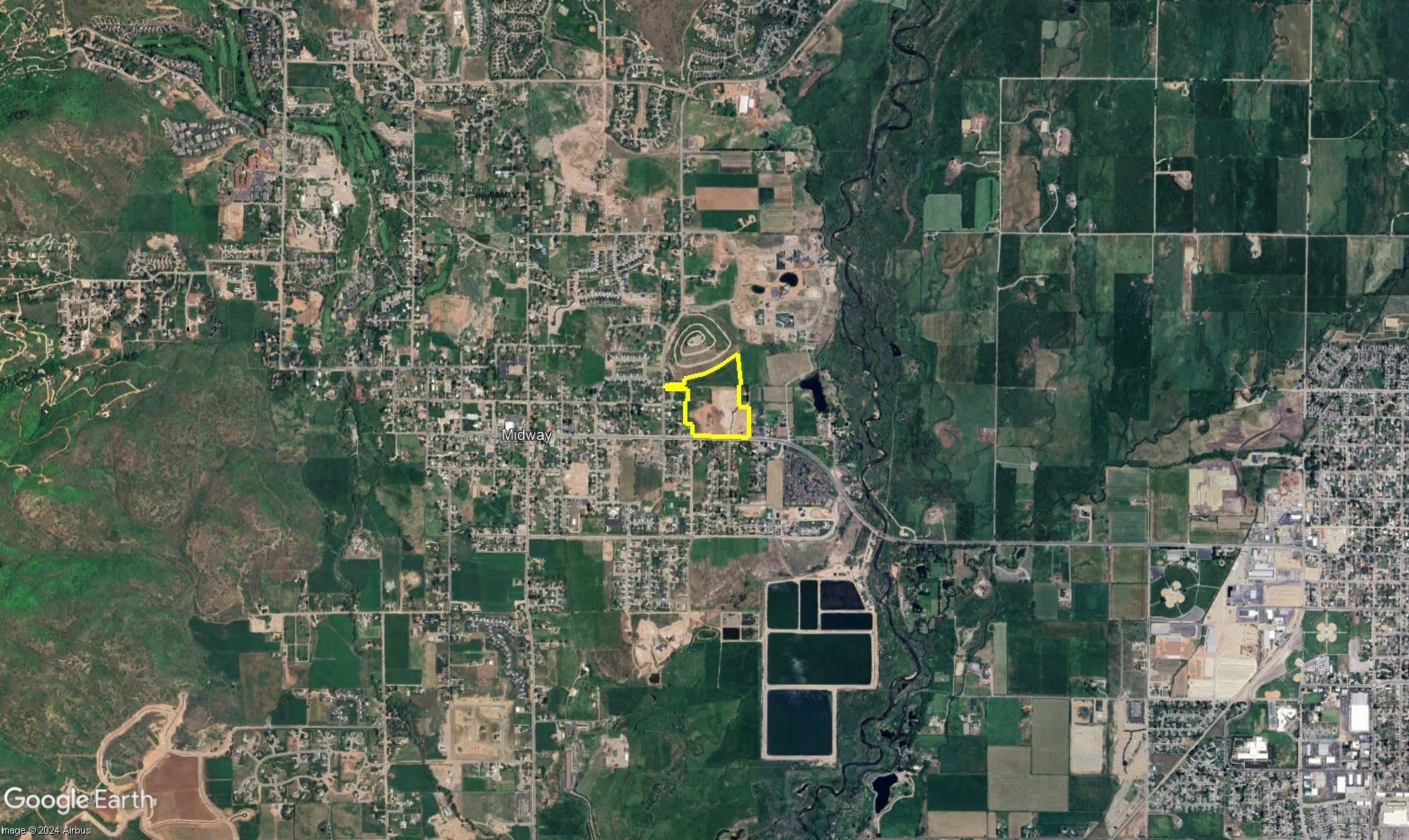
### **ALTERNATIVE ACTIONS:**

1. Approval (conditional). This action can be taken if the City Council finds the proposal is in the best interest of the City.
  - a. Accept staff report
  - b. List accepted findings
  - c. Place condition(s) if needed
  
2. Continuance. This action can be taken if the City Council finds that there are unresolved issues.
  - a. Accept staff report
  - b. List accepted findings
  - c. Reasons for continuance
    - i. Unresolved issues that must be addressed
  - d. Date when the item will be heard again
  
3. Denial. This action can be taken if the City Council finds that the request is not in the best interest of the City.
  - a. Accept staff report
  - b. List accepted findings
  - c. Reasons for denial

### **POSSIBLE CONDITIONS:**

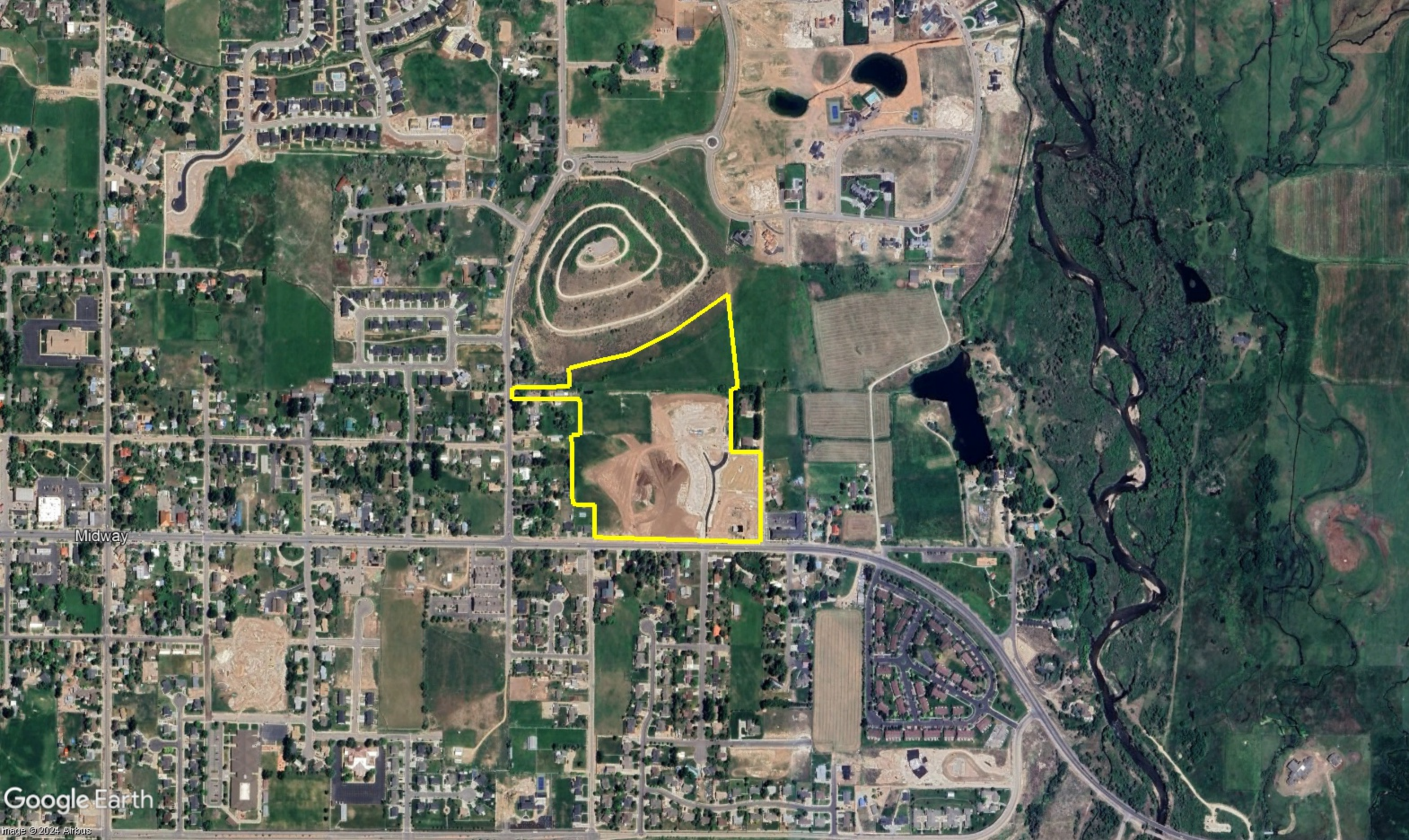
- None





Midway





Midway









- LEGEND
- NON-BUILDABLE AREA (25%+ SLOPES)
  - COMMERCIAL BUILDINGS
  - PLATTED UNITS IN PHASE 1 & 2
  - PHASE 3 UNITS
  - FUTURE UNITS IN PHASE 4 & 5
  - CONCRETE DECK/PATIO AREA OVER BELOW GRADE ALLEYS
  - TRAILS
  - ROADS & PARKING
  - BELOW GRADE ALLEYS & PARKING
  - LANDSCAPE AREA - GRASS
  - LANDSCAPE AREA - NATIVE GRASS
  - LANDSCAPE AREA - WOOD MULCH
  - SNOW STORAGE AREA 0.24 ACRES
  - TRANSIENT RENTAL DISTRICT BOUNDARY
  - 8'X8' TRASH DUMPSTER

MAILBOX NOTE:  
MAILBOXES FOR EACH UNIT WILL BE AVAILABLE NEXT TO THE OFFICE/HOA BUILDING.

AREA

TOTAL PROJECT AREA	27.47 ACRES
R.O.W. DEDICATION ON MAIN	0.18 ACRES

GROSS BUILDING SQUARE FOOTAGE (PER INFO PROVIDED BY OWNER & ARCHITECT - NOV 2024)

COMMERCIAL	117,776 SF	49%
RESIDENTIAL (TOTAL)	120,442 SF	51%
TOTAL GROSS BUILDING	238,218 SF	100%

- NOTES:
- AVERAGE RESIDENTIAL UNIT FOR THE PROJECT IS 3,300 GROSS SF. PER ARCHITECT
  - 43 PLATTED UNITS THAT ARE UNDER CONSTRUCTION, PERMIT OR DESIGN TOTAL GROSS 136,267 SF. OR 3,169 GROSS SF. PER UNIT PER ARCHITECT
  - COMMERCIAL BASEMENT AND STORAGE AREAS NOT INCLUDED IN NET COMMERCIAL AREA IS 69,184 SF. PER ARCHITECT.

COMMERCIAL PARKING

TOTAL PARKING SPACES	182 SPACES
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PARKING CALCULATIONS:

TOTAL GROSS COMMERCIAL	117,776 SF
NET USEABLE COMMERCIAL AREA WITHOUT POOL OR STORAGE PER ARCHITECT	48,592 SF

PARKING RATIO =  $\frac{48,592 \text{ SF}}{182 \text{ SPACES}} = 1 \text{ SPACE FOR } 267 \text{ SF}$

- NOTES:
- THE FINAL NUMBER OF REQUIRED SPACES WILL DEPEND ON THE BUILDING TENANT, USE AND FINAL BUILDING DESIGN.

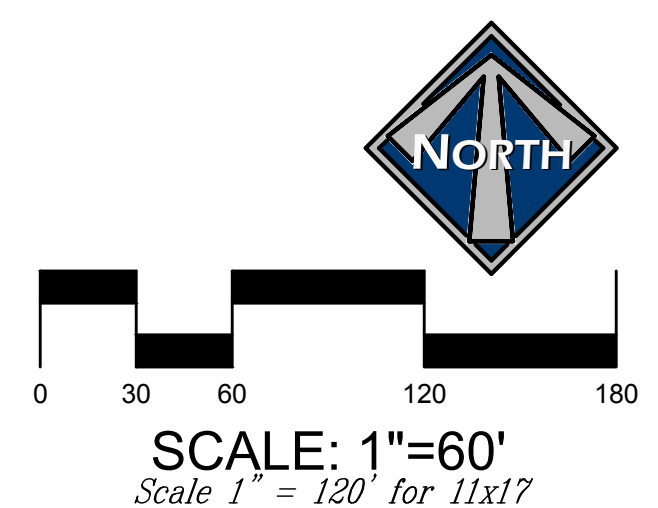
- RESIDENTIAL PARKING NOTES:
- EACH RESIDENTIAL UNIT HAS A 2 CAR GARAGE. THERE ARE ALSO 124 OUTDOOR PARKING SPACES IN THE RESIDENTIAL AREAS.
  - PLAN HAS A TOTAL OF 406 PARKING SPACES.
  - PLAN HAS 92 PARKING SPACES ALONG STREETS.

PARKING CALCULATIONS

TOTAL UNITS	141
3 BEDROOMS	141 SPACES X 2.5 = 352 SPACES (REQUIRED)

PARKING SPACES PROVIDED

GARAGES	141 SPACES X 2 = 282
ON SITE PARKING	124
TOTAL	406 SPACES (PROVIDED)



CLUSTER  
SOUTHILL - PHASE 3

MASTER PLAN

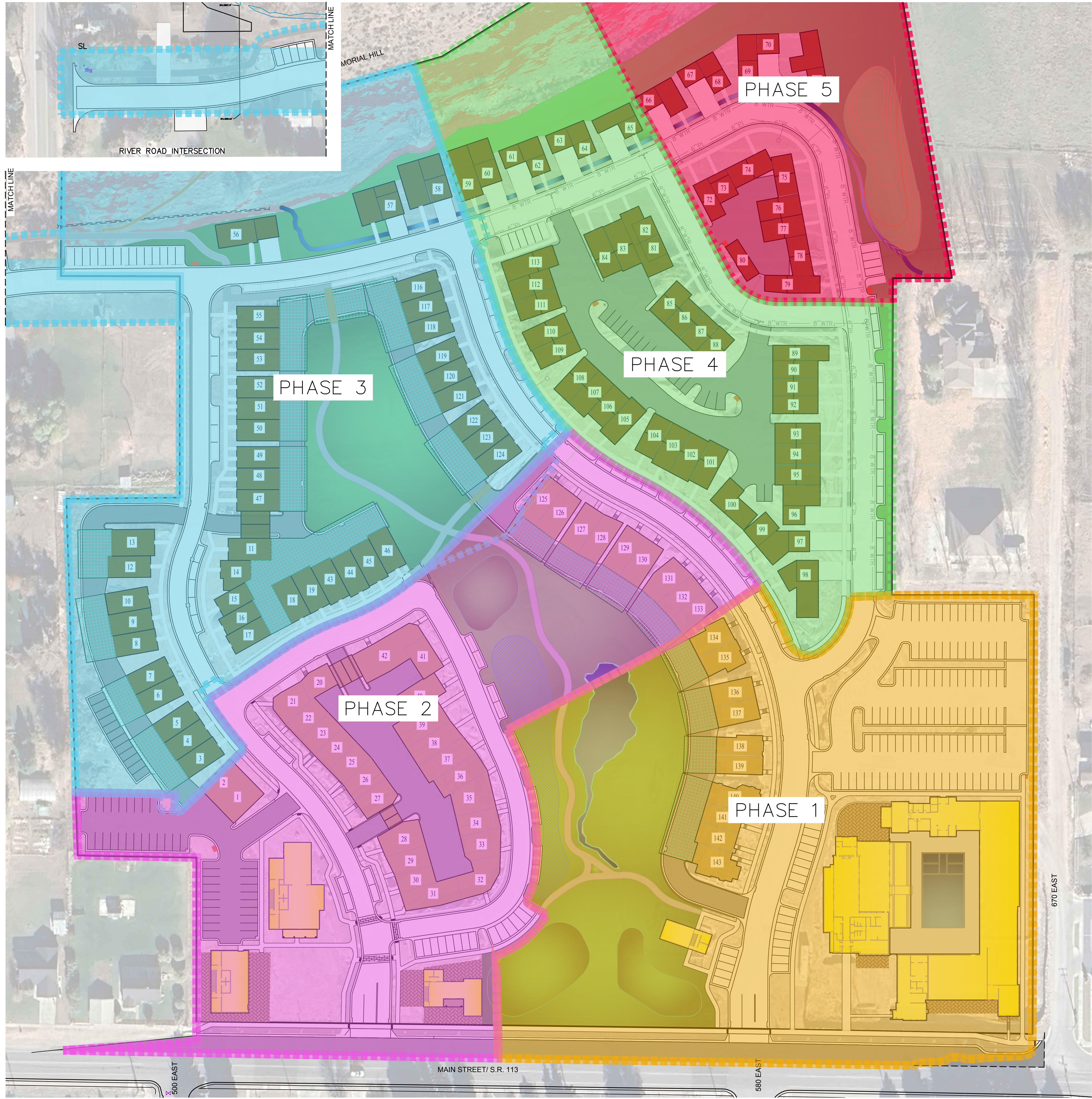
**BERG ENGINEERING**  
380 E Main St. Suite 204  
Midway, UT 84049  
ph 435.657.9749

DESIGN BY: PDB	DATE: 5 FEB 2025	SHEET 3
DRAWN BY: DEJ	REV:	

THIS DOCUMENT IS INCOMPLETE  
AND IS RELEASED TEMPORARILY  
FOR INTERIM REVIEW ONLY. IT IS  
NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.  
SERIAL NO. 295595  
DATE: 5 FEB 2025

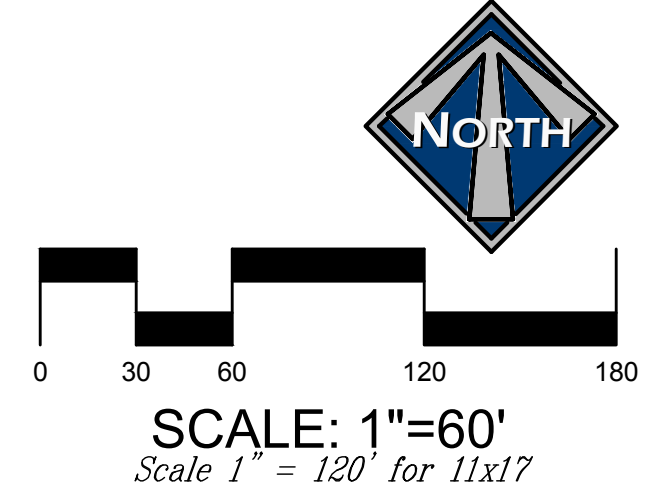




- LEGEND
- NON-BUILDABLE AREA (25%+ SLOPES)
  - COMMERCIAL BUILDINGS
  - PLATTED UNITS IN PHASE 1 & 2
  - PHASE 3 UNITS
  - FUTURE UNITS IN PHASE 4 & 5
  - CONCRETE DECK/PATIO AREA OVER BELOW GRADE ALLEYS
  - ROADS & PARKING
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  - LANDSCAPE AREA - GRASS
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  - LANDSCAPE AREA - WOOD MULCH
  - SNOW STORAGE AREA
  - 8'X8' TRASH DUMPSTER
- 0.24 ACRES

- NOTES
- RIVER ROAD CONNECTION TO BE COMPLETED WITH PHASE 3.
  - TRAFFIC LIGHT AT RIVER ROAD AND MAIN MUST BE INSTALLED PRIOR TO PHASE 3. SEE THE MASTER PLAN AGREEMENT FOR ADDITIONAL DETAILS.

PHASE	AREA	COMMERCIAL	RESIDENTIAL	RESIDENTIAL UNITS	OPEN SPACE	PARKING SPACES	IRRIGATION AREA	NON-IRRIGATED AREA
1	6.55 AC	37,615 SF	10,249 SF	10	1.94 ac	128	3.16 ac	0.00 ac
2	5.70 AC	11,285 SF	33,360 SF	34	1.23 ac	79	2.20 ac	0.00 ac
3	6.67 AC	0 SF	44,449 SF	42	1.83 ac	54	2.26 ac	1.13 ac
4	4.59 AC	0 SF	45,355 SF	40	0.67 ac	40	1.79 ac	0.52 ac
5	3.99 AC	0 SF	14,964 SF	15	2.69 ac	5	1.68 ac	1.35 ac
	27.47 AC	48,900 SF	148,377 SF	141	8.36 ac	306	11.09 ac	3.00 ac



LUSTER  
SOUTHILL - PHASE 3

PHASING PLAN

**BERG ENGINEERING**  
380 E Main St. Suite 204  
Midway, UT 84049  
ph 435.657.9749

DESIGN BY: PDB  
DRAWN BY: DEJ

DATE: 5 FEB 2025  
REV:

SHEET  
4

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PAUL D. BERG P.E.  
SERIAL NO. 295595  
DATE: 5 FEB 2025





## **RESOLUTION 2025-15**

### **A RESOLUTION ADOPTING THE THIRD AMENDMENT TO THE SOUTHILL DEVELOPMENT MASTER PLAN AGREEMENT**

**WHEREAS**, Utah law authorizes municipalities to adopt conditions for the use and development of land within the municipality; and

**WHEREAS**, the Midway City Council previously found it in the public interest of the City of Midway to adopt conditions for the use and development of the land included within the proposed Southill Development; and

**WHEREAS**, the Developer of Southill desires now to amend certain language within the previously created Master Plan Development Agreement.

**NOW, THEREFORE**, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

1. The Midway City Council approves the Third Amendment to the Southill Development Master Plan Agreement attached hereto and authorizes the Mayor of Midway City to execute the Resolution on behalf of the City.
2. The effect of this Resolution is subject to all conditions of the land use approval granted by the City for the proposed project.

**PASSED AND ADOPTED** by the Midway City Council on the 20<sup>th</sup> day of May 2025.

**MIDWAY CITY**

\_\_\_\_\_  
Celeste Johnson, Mayor

**ATTEST:**

\_\_\_\_\_  
Brad Wilson, City Recorder



**THIRD AMENDMENT  
TO THE  
SOUTHILL DEVELOPMENT  
MASTER PLAN AGREEMENT**

THIS THIRD AMENDMENT TO THE SOUTHILL DEVELOPMENT MASTER PLAN AGREEMENT (the “**Third Amendment**”) is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Third Amendment Effective Date**”), by and between MIDWAY HERITAGE DEVELOPMENT, LLC, a Utah limited liability company (“**Developer**”), and CITY OF MIDWAY, a political subdivision of the State of Utah (“**City**”).

**RECITALS**

A. City and Developer entered into a Master Plan Agreement which was first amended on November 1, 2022, and recorded July 12, 2023, as Entry No. 534471, in Book 1447, at Pages 631-699 in the office of the Wasatch County Recorder, and amended a second time on March 19, 2024, and recorded June 18, 2024, as Entry No. 546608, in Book 1478, at Pages 1874-1939 in the office of the Wasatch County Recorder (collectively, the “**Development Agreement**”).

B. The Development Agreement affects certain real property located in Wasatch County, Utah, as more fully described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

C. Developer has requested that certain provisions of the Development Agreement be amended.

D. After applicable public hearing, City has agreed to amend the Development Agreement as set forth herein.

**AMENDMENTS**

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer agree to amend the Development Agreement as follows:

**Section 4(A)(ii)(y) shall be amended to read as follows:**

(y) *Traffic Signal at Main Street and River Road:* UDOT has studied the traffic related issues for the intersection of Main Street and River Road. The study concluded that a traffic signal is warranted for the intersection, but UDOT does not have a timeline established for when the signal will be installed. Southill will increase traffic to the intersection and as such the Developer shall pay 50% of any City costs expended on the installation for the traffic signal for required infrastructure, expansion of pavement, landscaping, etc. (excepting specifically any costs associated with right-of-way acquisition). Because UDOT’s timeline for installation of the traffic signal is unknown, and the risk of overloading the intersection from traffic from the Development is likely, Phase 3 of the Project shall not be approved without the installation of the traffic signal. Developer shall have the choice at that time to bear the entire UDOT expense of installing the traffic signal or waiting for UDOT to install the signal. Either way, **certificates of occupancy shall not be approved** without the traffic signal first being installed.



**No Further Changes:**

Except as amended and revised by this Third Amendment, all terms and conditions in the Master Plan Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms of this Third Amendment and the Master Plan Agreement, this Third Amendment shall control. This Third Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and Developer have executed this Third Amendment as of the Third Amendment Effective Date.

*[Signatures and Acknowledgments Follow]*



**DEVELOPER:**

MIDWAY HERITAGE DEVELOPMENT, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Dan Luster  
Its: Manager

STATE OF UTAH                    )  
  ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Dan Luster, personally known to me or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the foregoing document, as the Manager of MIDWAY HERITAGE DEVELOPMENT, LLC, a Utah limited liability company.

\_\_\_\_\_  
Notary Public



**CITY:**

CITY OF MIDWAY,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: Celeste Johnson  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Brad Wilson, City Recorder

STATE OF UTAH                    )  
  ss  
COUNTY OF WASATCH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Celeste Johnson and Brad Wilson, personally known to me or whose identities were proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and who acknowledged that they signed the foregoing document as Mayor and City Recorder, respectively, of CITY OF MIDWAY, a political subdivision of the State of Utah.

\_\_\_\_\_  
Notary Public



