

1 **Administrative Land Use Authority (ALUA)**

2 **Minutes –April 8th , 2026 – 2:30 pm**

3 Providence City Office Building, 164 North Gateway Drive, Providence UT 84332

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6 **Call to Order:** Skarlet Bankhead, Chair

7 **ALUA Members:** Skarlet Bankhead, Rob Stapley & Spencer Berezay

8 **Staff in Attendance:** City Manager Ryan Snow, Stormwater Specialist Colton Love and City Recorder Ty  
9 Cameron

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11 **Approval of the Minutes:** The Administrative Land Use Authority will consider approval of the minutes from  
12 March 25th, 2026. **(MINUTES)**

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- 15 • Skarlet Bankhead called for the approval of the minutes of the last meeting noting that she did not see any corrections that were needed
  - 16 • Rob and Spencer confirmed that the minutes looked good.
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18 **Motion to approve the minutes of March 25<sup>th</sup>, 2026.- Rob Stapley. 2<sup>nd</sup>- Spencer Beresay.**

19 **Vote:**

20 **Yea- Skarlet Bankhead, Rob Stapley & Spencer Berezay**

21 **Nay-**

22 **Abstained-**

23 **Absent-**

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25 Motion passes, minutes approved.

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27 **Item No. 2 Commercial Site Plan for Fit 1 Gym:** ALUA will review, discuss and may take action on a  
28 commercial site plan for Fit 1, a gym located generally at 600 W 300 S. **(SITE PLANS)**  
29 **(IMPROVEMENTS)**

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- 31 • Ms. Bankhead explained that this agenda item was a continuation from the March 25 meeting where the commercial site plan for Fit 1 gym, located generally at 600 West 300 South, was first discussed. ALUA had provided their review and given the applicant a chance to resubmit, which they had done, so the meeting would focus on discussing the resubmittal.
  - 32 • Ms. Bankhead began by noting that the applicant had answered the questions from the previous meeting. They had included the summary data table, removed the bus stop, and appeared to have the required landscaping around the building for compliance. She observed they had increased the project lines and noted that while there was a small red line on the plan, all landscaping was accounted for in their percentages. She indicated her concerns were addressed and invited the other Authority members to provide their input.
  - 33 • Ryan Snow appreciated the right-of-way dedication, which was important for connecting to the next property owner. He expressed satisfaction with this aspect of the plan.
  - 34 • Rob Stapley raised concerns about the waterline configuration, specifically regarding the placement of the 2-inch water meter vault. He explained that typically, water meters are kept along the roadside rather than having water meter readers search for them deep in commercial areas, and to avoid city equipment like dump trucks and backhoes having to access private parking lots. Mr. Stapley suggested relocating the meter to the public utility easement along the sidewalk edge, which would make more sense operationally, even though it would shorten the 2-inch poly pipe run and require additional trenching.
  - 35 • This discussion prompted Mr. Stapley to consider future connectivity options. He noted that if a hydrant was being added on the south side of the building, it might make sense to extend the water main feeding
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50 that hydrant since the plans showed it taking the larger main two-thirds of the way across the property.  
 51 For future connectivity purposes, he questioned whether it would be wise to get the water main  
 52 infrastructure closer to the end of the property to avoid having to tear up asphalt later for fire hydrant  
 53 needs to the south. He acknowledged that there was a slew (drainage channel) in that area, which created  
 54 challenges similar to those experienced with every aspect of Ballard Springs development. Mr. Stapley  
 55 framed this as a discussion point about connectivity for both traffic flow between parking lots and water  
 56 infrastructure looping.

- 57 • The City Engineer raised questions about whether the 8-inch water line was intended to be private or  
 58 public, along with the hydrants. If private, he agreed the meter definitely needed to be moved to the  
 59 right-of-way for Rob's access and ongoing maintenance. However, if the line was intended to be public  
 60 or extend through the property, they would need to record an easement along the entire route. In that  
 61 scenario, Spencer, the city engineer, suggested it might make more sense to keep the meter in the small  
 62 island area to avoid running a separate 2-inch line. He also questioned whether both hydrants were  
 63 necessary or if they could manage with just the street-side hydrant to avoid running the 8-inch line as  
 64 far.
- 65 • Mr. Stapley responded that he would prefer only one hydrant, but Aaron (the fire marshal) had insisted  
 66 that both hydrants were necessary. He noted that originally the plan had only included fire suppression  
 67 systems, not additional external hydrants.
- 68 • Spencer clarified that the main question was whether the 8-inch line should extend through the property  
 69 and through an easement to the south to become a public utility, or be maintained as private with the  
 70 meter moved to the street right-of-way.
- 71 • Skarlet admitted she hadn't considered the public option and had assumed it would be private. She asked  
 72 about the maintenance responsibility for fire hydrants on private lines. Rob explained that historically,  
 73 for commercial or industrial developments, it was usually acceptable for the city to maintain private  
 74 infrastructure, but in recent years (5-10 years ago), more places had begun objecting to the city  
 75 accessing and potentially damaging private infrastructure. He noted they now had quite a few  
 76 developments with both arrangements, depending on development agreements and determinations of  
 77 what should be public versus private.
- 78 • Skarlet asked about the feasibility of running waterline under Ballard Spring for future connectivity.  
 79 Rob explained that if a road were created there, it would likely involve a culvert similar to what Fox  
 80 Hollow Phase 2 had done to the east. This would involve filling in and creating essentially a bridge for  
 81 road traffic, and a waterline could accompany such infrastructure. He acknowledged uncertainty about  
 82 how realistic such expectations and desires were.
- 83 • Ryan Snow asked whether water would come from Fifth South or Third South in such a scenario. Mr.  
 84 Stapley noted that they already had a 10-inch main down the highway to the far south end of the car  
 85 wash, plus access to the highway in either direction. Mr. Snow observed that while sewer required  
 86 gravity flow considerations, water had multiple directions available for connection.
- 87 • Mr. Stapley emphasized that in water quality management, the goal is to avoid long dead ends, and the  
 88 more dead ends eliminated, the better for everyone's water quality. Looping made sense for both water  
 89 quality and fire flow purposes. While he didn't anticipate problems with this corner of the service area as  
 90 long as they maintained existing master plan looping, he stressed that more grid system connectivity  
 91 always improved fire flow and reduced chances of commercial businesses losing water during  
 92 maintenance issues, allowing for area isolation when problems occurred.
- 93 • Mr. Snow referenced current water outages affecting several homes that day as an example of why  
 94 connectivity mattered.
- 95 • Ms. Bankhead asked whether, if the system remained private and unconnected, the dead-end line would  
 96 be long enough to impact the gym's water quality. Mr. Stapley responded that he wasn't concerned about

97 water quality for their building, especially if the meter was moved to the road edge. He noted that while  
 98 he didn't know how much water a fitness gym typically uses, placing the meter at the end of the dead-  
 99 end line would help keep the fire line clear. Regular fire hydrant flushing would prevent problems, but  
 100 they needed access for maintenance.

- 101 • Skarlet clarified maintenance responsibilities, stating that if the system remained private, the property  
 102 owner would be responsible for waterline and service line maintenance, while the city would retain  
 103 meter maintenance and all fire hydrant maintenance, including both the hydrants themselves and water  
 104 within the pipe system.
- 105 • Mr. Snow added that if someone damaged a fire hydrant, they would be responsible for replacement  
 106 costs. Rob confirmed that damage from outside contractors would result in bills for proper repairs,  
 107 though he noted such incidents were relatively rare with this type of development.
- 108 • Mr. Snow explained their risk evaluation approach, noting that their discussions often focused on  
 109 potential risks and liabilities. He acknowledged that from the applicant's perspective, they were simply  
 110 building a gym and expected everything to go well, which it probably would, but the Authority needed  
 111 to consider worst-case scenarios.
- 112 • Mr. Stapley asked the applicant about their initial thoughts and preferences regarding hydrant and water  
 113 meter vault locations, noting that Aaron's letter had been quite specific about hydrant placement.
- 114 • A representative from the applicant team came to the microphone and explained that they preferred not  
 115 to run waterline all the way south due to additional costs. However, if the city wanted to keep that option  
 116 open for future connectivity, they could make it a public waterline and extend the Public Utility  
 117 Easement (PUE) all the way south. This would allow future southern development to connect, though it  
 118 would require trenching through their parking lot at the connecting party's expense, including parking lot  
 119 repair costs.
- 120 • The applicant noted that if they were designing a development on the south end, they would probably  
 121 connect from the highway, assuming water was available from eastern subdivisions, though they weren't  
 122 certain about Fox Hollow townhomes having public or private systems.
- 123 • Rob confirmed that connections would likely come from either Fifth South or the highway, and that if  
 124 looping was desired, they would want two out of three connection options. He agreed with the  
 125 applicant's suggestion to provide an easement so future developers could connect if they were willing to  
 126 pay for extensions and repairs, especially since they would also need to build bridge infrastructure  
 127 across the creek.
- 128 • Skarlet liked this approach, noting it would require serious commitment from future developers while  
 129 providing the option for those willing to invest in the infrastructure.
- 130 • The applicant confirmed they would provide the necessary PUE along the front edge, as there was  
 131 currently no dedicated PUE since the property had never been subdivided. They planned to dedicate a  
 132 10-foot PUE behind the sidewalk, which Stapley confirmed was standard practice.
- 133 • Ms. Bankhead expressed confusion about striping negotiations mentioned in the previous meeting  
 134 minutes, questioning why the developer wouldn't simply stripe like normal developers when adding lane  
 135 miles or asphalt sections. Mr. Stapley explained that the word "negotiation" referred to the fact that  
 136 existing lines wouldn't align properly with new striping. To create straight, blended lines for bike lanes  
 137 and road edges, striping would need to extend beyond their development frontage. Rather than requiring  
 138 them to stripe an excessive area, it might make more sense to collaborate on restriping and repainting the  
 139 entire block to the intersection for a cohesive appearance.
- 140 • Mr. Snow noted that mobilization costs would exceed paint costs in such scenarios. Stapley agreed it  
 141 was relatively inexpensive to ensure proper appearance and coordination.
- 142 • Ms. Bankhead asked if they were suggesting that when the applicant's painting contractor performed the  
 143 work, the city would have them incorporate tie-ins from 165th up to Fox Hollow, with the city paying

144 for excess paint beyond the frontage. Stapley confirmed this approach, potentially extending all the way  
 145 to Garden Drive, with the city covering paint costs for areas outside their frontage to create a unified  
 146 appearance.

- 147 • Ace Merrill, one of Fit 1's owners, confirmed their openness to this arrangement but requested written  
 148 documentation of costs and agreements between the parties. He asked who he should work with for  
 149 submitting pricing and creating agreements. Stapley confirmed he would be the contact, and that email  
 150 documentation would provide adequate record of costs and agreements between the parties.
- 151 • Spencer raised additional technical issues, first addressing undocumented fill on the property. He  
 152 understood they would pave over it at their own risk, as outlined in the geotechnical report, but  
 153 requested a prominent callout on construction documents stating "undocumented fill in this location, see  
 154 geotechnical report before any further building" for future development awareness.
- 155 • Spencer mentioned having various minor comments, typos, and clarifications that he would email  
 156 separately rather than discuss in the meeting.
- 157 • Regarding stormwater management, Spencer noted that underground storage would require a classified  
 158 injection well permit from the Department of Environmental Quality (DEQ), which would need to be  
 159 submitted with documentation provided.
- 160 • Spencer had reviewed previous meeting notes about stormwater treatment and observed that snouts had  
 161 been added for treatment, which were acceptable though Rob didn't prefer them. Spencer suggested  
 162 considering bioswales as potentially better treatment options that could save on pipe costs. He proposed  
 163 running a bioswale along the entire western landscape strip, which appeared to be about 12 feet wide  
 164 and sufficient for excavation. With minor grade changes, this could eliminate northern catch basins and  
 165 drain the entire parking lot into the swale, which would then connect to underground storage. This  
 166 approach would provide better petroleum treatment from parking lot runoff while potentially saving  
 167 money on storm pipe infrastructure through curb cuts.
- 168 • Cody, representing the applicant, agreed to examine Spencer's bioswale suggestion and evaluate the  
 169 numbers. He identified the main challenge as the small northern parking lot area due to existing asphalt  
 170 constraints, but committed to investigating options for the 400-foot southern stretch to potentially  
 171 eliminate that pipe run through soil treatment methods.
- 172 • Spencer acknowledged that grading could be tricky on the relatively flat site but suggested they might  
 173 still eliminate much of the southern pipe run even if the northern lot required separate catch basin  
 174 treatment. He emphasized that the Authority would be much happier with soil treatment methods and  
 175 believed the applicant could save money with this approach.
- 176 • Ms. Bankhead noted that since this wouldn't go through typical subdivision processes without a plat,  
 177 easement documentation would need proper language for Enbridge Gas and Rocky Mountain Power.  
 178 She mentioned that someone had recently needed to change plot language from Dominion to Enbridge  
 179 during the recording process, so proper utility language was essential.
- 180 • Cody confirmed their plan to handle road dedication through warranty deed to the city, noting they  
 181 would have multiple documents including separate cross access easement, water easement, PUE, and  
 182 road dedication deed. He offered to submit documents for city review before finalization, noting that  
 183 Steve had good verbiage for PUEs.
- 184 • Ms. Bankhead reminded them that Providence City has fiber infrastructure that should be included in  
 185 utility easements.
- 186 • Spencer asked about the status of Fox Hollow parking stall easements. Cody explained that Civil  
 187 Solutions was working on them and had provided legal descriptions about a month and a half ago for  
 188 verification of parking area coverage. While he assumed completion, he acknowledged needing to  
 189 confirm with Fox Hollow property owners since this was a private arrangement.

- 190 • Ms. Bankhead addressed landscaping requirements, noting that while there was significant green space  
191 planned, they could opt for more xeriscaping due to water concerns. She clarified that while landscaping  
192 didn't necessarily need to be grass, percentage requirements couldn't be reduced.
- 193 • Spencer noted that bioswale implementation might affect landscaping plans, offering options for rock  
194 garden approaches or vegetated grassland swales.
- 195 • Mr. Stapley emphasized that despite this being a standalone commercial site plan rather than subdivision  
196 development, they still needed to follow standard protocols for minimum improvements and city  
197 approvals before final inspections. He stressed the importance of keeping the city informed through each  
198 stage, including pre-construction meetings once contractors were selected, minimum road  
199 improvements, and other infrastructure requirements.
- 200 • Mr. Stapley mentioned noticing equipment delivery at the site that morning, suggesting the applicant  
201 was eager to begin work. He confirmed that a contractor had been selected and was present at the  
202 meeting.
- 203 • Mr. Stapley reiterated that while public infrastructure requirements were minimal, the project included  
204 right-of-way easements and infrastructure that the city would ultimately inherit, maintain, and own.  
205 Therefore, they needed to maintain oversight of these elements and ensure adherence to standard  
206 protocols, including water testing and verification that public infrastructure met city standards.
- 207 • Ms. Bankhead outlined the next steps: once Cody addressed all discussed items and cleaned up the  
208 plans, they could submit them electronically to Sunrise Engineering for signature. After plans were  
209 signed and all deeds prepared, they could call the Public Works Office to schedule a pre-construction  
210 meeting with Tara. They could bring whatever contractors they wanted to ensure everyone understood  
211 their responsibilities, though landscape crews weren't typically required unless specific subcontractors  
212 were important to the process.
- 213 • Ms. Bankhead emphasized scheduling the pre-construction meeting before significant installation work  
214 began.
- 215 • Cody asked about proceeding with site work while completing the striping plan, which would require  
216 field surveying from point A to point B. He requested permission to note on the site plan that a striping  
217 plan was being created as an addendum, allowing main plan approval while the striping plan was  
218 finalized separately.
- 219 • Rob encouraged fast-tracking the striping plan to enable pre-construction scheduling. He noted that  
220 technically, they should avoid utility work before having signed plans and pre-construction meetings.
- 221 • Mr. Snow confirmed that surface work was acceptable while utility work should wait.
- 222 • Mr. Stapley clarified that their master plan would largely dictate striping locations, so there was minimal  
223 risk of plan rejection. Spencer suggested adding a note stating "stripe location to be determined by  
224 Providence City" to enable plan approval while reserving striping details.
- 225 • Cody agreed to this approach, which would allow plan approval while addressing striping separately.
- 226 • Skarlet explained that once Cody made corrections and they had signed construction drawings, they  
227 could issue zoning clearance after fee payment. This would enable the applicant to proceed with county  
228 building permits, though the county typically waited for zoning clearance before beginning their review  
229 process. She clarified that zoning clearance could be processed within a day or two of receiving signed  
230 construction drawings, which was faster than pre-construction meeting scheduling.
- 231 • Tyler Allen, another team member, asked about moving the existing dirt pile while plans were being  
232 finalized. Mr. Snow confirmed that surface leveling was acceptable but cautioned against depth work.
- 233 • Rob asked about SWIPP (Stormwater Pollution Prevention Plan) and NOI (Notice of Intent) permits.  
234 Cody confirmed they had SWIPP documents ready and needed to submit the NOI, but still needed to  
235 select a stormwater monitoring operator.

- Ms. Bankhead noted they used Compliance Go for monitoring and emphasized that operator selection and NOI submission were required before pre-construction meetings and zoning clearance.
- Ms. Bankhead summarizes the discussed conditions: notes on the plan for undocumented fill and striping determination by Providence City, water meter relocation to park strip, PUE and road dedication requirements, and incorporation of stormwater maintenance language into applicant documents.
- Mr. Stapley asked about bioswale requirements as conditions. Spencer clarified that bioswales were optional plan modifications rather than required conditions, though Spencer noted that everyone would benefit from swale implementation despite the adequacy of current snout treatment methods.

**Motion to approve the commercial site plan for Fit 1 Gym with the conditions that have been previously stated which includes: notes on the plan for undocumented fill and road striping determined by the city, water meter relocation to park strip, PUE and any other deed type work. – Rob Stapley. 2<sup>nd</sup> – Spencer Berezay**

**Vote:**  
**Yea- Skarlet Bankhead, Rob Stapley & Spencer Berezay**  
**Nay-**  
**Abstained-**  
**Absent-**

Motion passes, site approved with conditions.

**Motion to adjourn meeting.- Rob Stapley. 2<sup>nd</sup>- Spencer Berezay**

**Vote:**  
**Yea- Skarlet Bankhead, Rob Stapley & Spencer Berezay**  
**Nay-**  
**Abstained-**  
**Absent-**

Motion passes, meeting adjourned.

I swear these minutes are true and correct to the best of my knowledge.

Minutes approve by vote of ALUA on 6th day of May 2026.



Ty Cameron, City Recorder