WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, August 25, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Whetstone

4. Approval of Minutes:

   A. July 28, 2026

   B. August 11, 2026

5. Public Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

6. Public Hearings:

A. Accept Public Input Regarding the Adoption the 2026 West Valley City Engineering Standards

Action: Consider Ordinance 26-31, Adopt Updated Engineering Standards

B. Accept Public Input Regarding Application ZT-2-2026, Filed by West Valley City, Requesting an Amendment to the Zoning Ordinance to Update Standards for High-Image Arterial Streets, Align with Proposed Changes to the City's Engineering Standards, and Address City Installed Street Trees

Action: Consider Ordinance 26-32, Amend Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 and Enact Section 7-2-129 to Update Standards for High-Image Arterial Streets, Align with Proposed Changes to the City's Engineering Standards, and Address City Installed Street Trees

C. Accept Public Input Regarding Application ZT-3-2026, Filed by West Valley City, Requesting a Zone Text Change to Change the Standards for Fences in the Front Yard of Properties with Frontage on 4100 South

Action: Consider Ordinance 26-33, Amend Section 7-2-114 to Change the Standard for Fences in the Front Yard of Properties with Frontage on 4100 South

D. Accept Public Input Regarding Application GPZ-3-2026, Filed by Robbie Thomson, Requesting a General Change from Non-Retail Commercial to Medium Density Residential (7 to 12 units/acre) and a Zone Change from RB (Residential Business) to RM (Multiple Unit Dwelling Residential) for Property Located at 5548 West 4100 South

Action: Consider Ordinance 26-34, Amend the General Plan to Show a Change of Land Use from Non-Retail Commercial to Medium Density Residential (7 to 12 units/acre) for Property Located at 5548 West 4100 South

Action: Consider Ordinance 26-35, Amend the Zoning Map to Show a Change of Zone from RB (Residential Business) to RM (Multiple Unit Dwelling Residential) for Property Located at 5548 West 4100 South

Action: Consider Resolution 26-90, Authorize the City to Enter Into a Development Agreement with Utah Land CO, LLC for Approximately 2.3 Acres of Property Located at Approximately 5548 West 4100 South

7. Resolutions:

A. 26-91: Authorize the City to Enter into a Development Agreement with TRC Lexington, LLC for Approximately 3.2 Acres of Property Located at Approximately 2325 West 3650 South

8. Consent Agenda:

A. 26-93: Award a Contract to AtomAI to Provide Software and Related Services

B. 26-94: Approve an Amended and Restated Concession Agreement with Diamond Concessions of Utah, Inc.

9. Motion for Closed Session (if necessary)

10. Adjourn

WEST VALLEY CITY

City Council Regular Meeting Minutes
July 28, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, JULY 28, 2026 AT 6:37 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

ABSENT:

Lars Nordfelt, Councilmember At-Large

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Ryan Robinson, Acting City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director *(electronically)*
Jonathan Springmeyer, ED Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Kim Foster, Acting HR Director *(electronically)*
Tumi Young, Chief Code Enforcement Officer
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER TOM HUYNH
Councilmember Tom Huynh asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JULY 14, 2026
The Council considered the Minutes of the Regular Meeting held July 14, 2026. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Regular Meeting held July 14, 2026. Councilmember Harmon seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. PROCLAMATION DECLARING AUGUST AS "NEIGHBORHOOD NIGHTS" MONTH AND AUGUST 4, 2026 AS "NATIONAL NIGHT OUT 2026" IN WEST VALLEY CITY

Councilmember Christensen read a proclamation declaring August as "Neighborhood Nights" Month and August 4, 2026 as "National Night Out 2026" in West Valley City.

PUBLIC COMMENT PERIOD
Jim Vesock expressed support for the Council's apparent decision not to pursue the proposed $4 million contribution toward the 4100 South/Bangerter Highway project. He encouraged the City to prioritize fiscal responsibility and focus resources on infrastructure needs such as street, sidewalk, and streetlight improvements rather than large capital projects, including the proposed sports complex. He also raised concerns increasing property taxes and the financial burden those taxes place on homeowners, particularly seniors and first-time homebuyers. He urged the Council to carefully evaluate spending decisions and prioritize essential City services and infrastructure.

Karina McClellan, Development Director for Ability Inclusion Services, thanked the Council for its continued support of the organization and highlighted its 65-year mission of serving adults with intellectual and developmental disabilities through programs that promote independence, community inclusion, and personal growth. She invited the Council and the public to attend the organization's inaugural Speakeasy Murder Mystery fundraising event on August 15, describing it as an interactive, 1920s-themed evening benefiting the nonprofit's services. She expressed appreciation for the City's ongoing partnership and support of Ability Inclusion Services.

David Madsen expressed appreciation to the Mayor, City Council, and City staff for their continued service to the community. He thanked the City for its partnership in developing the neighborhood park that now hosts the annual National Night Out event and shared that his neighborhood will be

celebrating its 14th National Night Out this year. David praised the City's responsiveness and proactive approach to serving residents, specifically recognizing the efforts of the Neighborhood Services Division, public safety personnel, and current and former District 4 Council representatives for their ongoing support and engagement with the community. He concluded by expressing gratitude for the City's commitment to strengthening neighborhoods and fostering community involvement.

RESOLUTION 26-87: AUTHORIZE THE PURCHASE OF A STREET SWEEPER FROM INTERMOUNTAIN SWEEPER COMPANY

Mayor Lang presented proposed Resolution 26-87 that would authorize the purchase of a street sweeper from Intermountain Sweeper Company.

Written documentation previously provided to the City Council included information as follows:

> The Public Works Department operates a fleet of four street sweepers, which enables sweeping each street 8 times per year. The Public Works Department plans to replace a sweeper every two years and has determined this replacement schedule is appropriate to maximize the value of the equipment.
>
> The City has used Tymco sweepers for many years and is satisfied with the equipment performance and customer service from Intermountain Sweeper, the local dealer. The Fleet Division has been trained in the maintenance and repair of Tymco sweepers.
>
> The sweeper being replaced is a 2019 Tymco 600. The purchase price of the new sweeper is $400,750.
>
> This sweeper is being procured on a Utah state purchasing contract (MA9472).

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

> Councilmember Huynh moved to approve Resolution 26-87.
>
> Councilmember Christensen seconded the motion.
>
> A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes

Councilmember Christensen	Yes
Councilmember Nordfelt	Absent
Mayor Lang	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 26-84: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR FUNDING FOR SUBSTANCE ABUSE PREVENTION

Mayor Lang presented proposed Resolution 26-84 that would authorize the execution of an Interlocal Cooperation Agreement with Salt Lake County for funding for substance abuse prevention.

Written documentation previously provided to the City Council included information as follows:

Interlocal cooperation agreement with Salt Lake County Human Services Division to receive Opioid Settlement Funds to be used by the Healthy West Valley Committee.

Further implementation and training in the "Communities that Care" program for long-term evidence-based community engagement. The funds will allow for additional staffing and outreach initiatives.

West Valley City's Healthy West Valley Committee provides science-based prevention services to identify and reduce risk factors for adolescent substance abuse and other unhealthy behaviors. These services include building collaborative cross-system coordination to prevent opioid misuse; providing substance use prevention media campaigns; offering drug disposal education and opportunities; supporting evidence-based substance use programming; and implementing other research-based prevention strategies.

B. RESOLUTION 26-85: AUTHORIZE THE ACCEPTANCE OF A PROPOSAL BY KEDDINGTON AND CHRISTENSEN, CERTIFIED PUBLIC ACCOUNTANTS, LLC TO PROVIDE AUDITING SERVICES TO WEST VALLEY CITY FOR THE FISCAL YEAR ENDING JUNE 30, 2026

Mayor Lang presented proposed Resolution 26-85 that would authorize the acceptance of a proposal by Keddington and Christensen, Certified Public Accountants, LLC to provide auditing services to West Valley City for the fiscal year ending June 30, 2026.

Written documentation previously provided to the City Council included information as follows:

West Valley City is required by law to engage an independent audit firm to audit the City's proficiency in municipal audits and knowledge of City operations. This audit will be conducted in accordance with auditing standards generally accepted in the United States of America: the standards for financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

K & C, Certified Public Accountants, LLC. has provided audit services for the City in the past and has the technical expertise to evaluate and review all aspects of the City's complex operations.

C. RESOLUTION 26-86: APPROVE A FRANCHISE AGREEMENT BETWEEN FORGED FIBER 37, LLC AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY

Mayor Lang presented proposed Resolution 26-86 that would approve a franchise agreement between Forged Fiber 37, LLC and West Valley City for a telecommunications network in the City.

Written documentation previously provided to the City Council included information as follows:

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Forged Fiber's duty to secure permits from Public Works for any excavation or construction.

D. RESO 26-88: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM IGNACIO AVILA-RODRIGUEZ AND ANABEL VARGAS FOR PROPERTY LOCATED AT 6891 WEST 3500 SOUTH

Written documentation previously provided to the City Council included information as follows:

Ignacio Avila-Rodriguez and Anabel Vargas have signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6891 West 3500 South (14-34-127-008).

The Ignacio Avila-Rodriguez and Anabel Vargas property located at 6891 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and

asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of $2,000.00 was negotiated based upon an appraisal report prepared by the Fortis Group, LLC.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve all items on the Consent Agenda.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Absent
Mayor Lang	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY JULY 28, 2026 WAS ADJOURNED AT 6:54 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, July 28, 2026.

DRAFT

_____
Nichole Camac, MMC
City Recorder

DRAFT

WEST VALLEY CITY

City Council Regular Meeting Minutes
August 11, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, AUGUST 11, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director *(electronically)*
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Paula Melgar, HR Director *(electronically)*
Travis Crosby, IT
Jeanette Carpenter, Finance
Nic Hales, Finance

OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON

Councilmember Harmon offered condolences to Councilmember Christensen and his family regarding the loss of his wife and asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING THE FINAL BUDGET FOR WEST VALLEY CITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2026, AND ENDING JUNE 30, 2027**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled August 11, 2026 in order for the City Council to hear and consider public comments regarding the Final Budget for West Valley City for the Fiscal Year Commencing July 1, 2026, and Ending June 30, 2027.

Written documentation previously provided to the City Council included information as follows:

> This resolution adopts the final budget for West Valley City for the 2026-2027 fiscal year and sets a date for public comment at a hearing to be held on August 11, 2026.
>
> West Valley City will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2026-2027.
>
> The Property Tax Impact Schedule is Available Separately from All Other Budget Documents. It is Available on the Website, Attached to this Agenda, and in Person in this Meeting.

Mayor Lang stated that, pursuant to State law, the only matters before the City Council were the proposed property tax increase and adoption of the final budget. She explained that the Council would not approve minutes or hold a general public comment period. The meeting would include a presentation on the proposed budget, followed by a public hearing for comments regarding the budget and proposed tax increase. Following the public hearing, the Council would discuss the matter, consider any motions, take action on the budget, and adjourn.

Mayor Lang explained that the City was considering a property tax rate exceeding the certified tax rate. The proposed increase was anticipated to generate approximately $1,907,662 in additional ad valorem tax revenue, representing an approximately 5% increase in the City's ad valorem tax revenue. The additional revenue would be used for operational

and employee compensation costs. She noted that additional information was provided in the property tax impact schedule, available on the City's website and in paper copies at the meeting.

Jim Welch, Finance Director, presented the Fiscal Year 2026–2027 budget and explained that the public hearing was required because the City was considering an adjustment above the certified tax rate. He reviewed the disclosure requirements established by Senate Bill 29 and stated that the required information was available in paper form, on the City's website, and through public notice resources.

Jim stated that the proposed property tax increase would generate approximately $1.9 million in additional revenue, representing an approximately 5% increase in the City's ad valorem tax revenue. For an average homeowner, the estimated impact would be approximately $32 per year, or $2.73 per month. The additional revenue was intended to support nine new firefighter positions and increased compensation for non-sworn and Police Department personnel.

Jim reported that the City's total proposed budget was approximately $176 million, with the majority of City operations funded through the General Fund. He explained that General Fund revenues primarily consisted of sales tax at approximately 41%, property tax at approximately 33%, and other revenues, including utility taxes, court fines, interest, and permit revenues. More than half of General Fund expenditures were dedicated to public safety, including approximately 36% for Police and 19% for Fire.

Jim noted that the proposed budget represented an approximately 5% increase over the prior year and included projected increases in sales and property tax revenues. He explained that, absent Council action, property tax revenues generally remain at the prior year's level, with additional revenue generated through new construction. Significant budget additions included four new police officers, nine new firefighters, three additional public employees, employee compensation adjustments, and operational adjustments associated with contractual obligations and increased costs.

Jim also reviewed the Truth in Taxation notices and explained the relationship between property values and the certified tax rate. He discussed the revenue adjustment and judgment levy components of the property tax calculation, explaining that the judgment levy allows taxing entities to recover revenue associated with property valuation appeals and resulting refunds and does not represent an ongoing increase. He concluded by reviewing the County's combined notice showing proposed property tax increases among taxing entities and noted that the information was also available on the City's website.

Mayor Lang opened the Public Hearing.

Jeremy Godenbeir expressed opposition to the proposed property tax increase and concerns regarding government spending and taxation. He stated that his property taxes had increased significantly since purchasing his home in 2012 and expressed concern about the cumulative financial burden of taxes on residents and families. He criticized what he viewed as government overreach, excessive taxation and regulation, and questioned whether tax revenues were being used effectively. He also raised concerns regarding infrastructure, water use, and restrictions on property owners.

Jim Vesock acknowledged that while residents generally do not like paying taxes, he supported funding additional firefighters and police officers to maintain adequate emergency response services. He requested greater information regarding the three additional non-public safety employees included in the budget and suggested that the City evaluate and report on the return on investment associated with new positions. He referenced previously added positions related to maintaining City properties and expressed concern that the anticipated benefits had not been evident. He encouraged the City Council to consider the measurable benefit to residents when allocating additional taxpayer funds.

Mike Markham stated that he did not oppose the proposed budget and acknowledged the need to fund City services. However, he expressed concerns regarding certain prior-year expenditures, specifically the City's purchase of three former LDS meetinghouses located near one another and the additional costs associated with improving the properties. He suggested the City consider selling or repurposing the properties in ways that could generate property tax revenue or otherwise provide a financial return to the City.

Judy Burhamlin expressed concern regarding the increasing financial burden of property taxes, particularly for older residents and those living on limited or single incomes. She stated that she was responsible for taxes on two properties and had experienced significant increases in recent years, making it increasingly difficult to meet her financial obligations. Judy acknowledged the importance of funding community services and expressed appreciation for the programs and services provided by the City but felt that taxation was becoming unaffordable. She encouraged the City to consider ways to reduce the tax burden, particularly for senior residents, and expressed concern that continued increases could make it difficult for longtime residents to remain in their homes.

Ryan Mahoney acknowledged the financial pressures residents face due to increases in the cost of living and stated that he understood the distinction between state and municipal taxes. While noting that no one favors tax increases, he expressed support for additional funding when directed toward infrastructure and public safety. He emphasized the importance of maintaining competitive compensation to recruit and retain qualified police officers and firefighters and avoid losing the City's investment in their training. Ryan stated that inflation

also affects City operations and, although he did not welcome the increase, viewed it as necessary to maintain essential services.

Mayor Lang closed the Public Hearing.

ACTION: RESOLUTION 26-89, ADOPT A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027

The City Council previously held a public hearing regarding proposed Resolution 26-89 that would adopt a final budget for West Valley City for the Fiscal Year commencing July 1, 2026, and ending June 30, 2027.

Councilmember Huynh strongly opposed the proposed property tax increase and expressed frustration with the Council's consideration of placing an additional financial burden on residents who were already facing taxes from multiple taxing entities. He argued that Councilmembers were elected to serve and assist residents, not make it more difficult for them to afford their homes, and criticized the City for pursuing a tax increase when he believed other options were available. Councilmember Huynh was particularly critical of the City's ownership and financial support of the golf courses and Maverik Center. He questioned why the City continued to subsidize these facilities rather than consider selling them and using the proceeds to address budgetary needs. He also criticized benefits provided to current and former Councilmembers, including complimentary golf and access to a suite at the Maverik Center, questioning why taxpayers should bear those costs. He requested that the City Attorney review whether such benefits complied with City policies regarding acceptance of gifts. Councilmember Huynh also criticized the City for encouraging residents to conserve water and xeriscape while using significant amounts of water to maintain City golf courses, describing the City's position as inconsistent. He argued that the City was not adequately exploring alternatives to property taxes and pointed to other Utah municipalities that operate without property tax revenue. He criticized the Council for what he viewed as a failure to think creatively, better manage City resources, and study alternative revenue models. Councilmember Huynh concluded that he could not support increasing property taxes while he believed the City continued to subsidize discretionary facilities and provide benefits to elected officials. He urged the Council to reconsider its priorities and focus on reducing the financial burden on residents.

Councilmember Wood stated that she has been a West Valley City resident for more than 40 years and believed residents should receive quality services in return for the taxes they pay. She expressed appreciation for the City's police officers, firefighters, and employees and emphasized that providing these services requires adequate funding. Councilmember Wood stated that property taxes are an important source of revenue for municipalities and help fund both essential services and community amenities. In response to concerns regarding City-owned facilities, she referenced previous public hearings regarding the West Ridge Golf

Course and noted that residents had expressed strong support for the facility. She also cited the Family Fitness Center as an example of a City-supported amenity used and valued by residents. She stated that she believed City expenditures were carefully considered and acknowledged that Councilmembers may reasonably disagree regarding individual spending decisions. Councilmember Wood emphasized that municipal government is nonpartisan and that Councilmembers represent the residents of West Valley City. She stated that she strives to support residents and help address their concerns and, as a resident herself, expects the City to continue providing quality services. She emphasized the need for additional police officers, firefighters, and City employees and recognized that competitive staffing and compensation require additional funding. Councilmember Wood expressed support for the proposed property tax increase, noting that the estimated annual impact on an average home was approximately $30. She stated that she was willing to pay the increase to maintain City services and expressed confidence that the majority of the Council was focused on serving the best interests of residents.

Councilmember Huynh continued his opposition to the proposed property tax increase, arguing that increases in home values do not provide residents with additional disposable income unless they sell their homes or borrow against their equity. He emphasized that many longtime residents want to remain in West Valley City and should not be forced to sell or incur additional debt to afford increasing property taxes. Councilmember Huynh reiterated his criticism of the City's ownership and operation of the golf courses and Maverik Center, arguing that these facilities should be operated by the private sector rather than subsidized by taxpayers. He referenced the City's previous sale of its hotel as an example and stated that government should focus its resources on core municipal responsibilities, including public safety, roads, sanitation, and other essential services. He argued that selling such assets could generate revenue that could instead be used to benefit residents. Councilmember Huynh again criticized the City and Council for what he viewed as an inadequate effort to identify alternatives to increasing property taxes. He urged the City to study other Utah municipalities that operate without property tax revenue and questioned why similar approaches had not been pursued in West Valley City. He expressed particular concern for senior residents and others struggling with rising costs, referencing earlier public comments regarding the difficulty of remaining in their homes while paying increasing property taxes. He concluded by asserting that the City had not worked hard enough to find alternatives and that increasing taxes was inconsistent with the Council's stated commitment to serving and supporting residents.

Councilmember Nordfelt acknowledged that raising taxes was not something the Council or residents wanted but stated that, under Utah's property tax structure, periodic increases were necessary to maintain a sustainable revenue source for the City. He noted that inflation had affected both residents and City operations and emphasized the need to provide competitive compensation to retain high-quality police officers and employees. Councilmember Nordfelt

stated that responsible governance sometimes required making difficult and unpopular decisions that were necessary to maintain essential City services.

Councilmember Nordfelt moved to approve Resolution 26-89.

Councilmember Harmon seconded the motion.

Councilmember Huynh stated that the City needed to look at other municipalities that do not collect property tax.

Councilmember Christensen asked what City in Utah does not collect property tax.

Councilmember Huynh stated that Councilmember Christensen needed to study that for himself.

Mayor Lang asked how large these Cities were. Councilmember Harmon asked if these Cities had a Police Department or Fire Department. Councilmember Huynh stated they did. Councilmember Harmon disagreed. Councilmember Christensen asked for Councilmember Huynh to name one City. Councilmember Huynh encouraged the Council to do their research. Councilmember Christensen stated that Councilmember Huynh referenced the Mosquito Abatement District tax increase and stated that there wasn't one until next year and it would be a dollar a year. Councilmember Huynh stated that he could manage the City without a property tax increase on residents. The Council continued to disagree briefly.

A roll call vote was taken:

Councilmember Wood		Yes
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		No
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Majority.

MOTION TO ADJOURN
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY AUGUST 11, 2026 WAS ADJOURNED AT 7:14 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, August 11, 2026.

_____
Nichole Camac, MMC
City Recorder

DRAFT

West Valley City Issue Paper

City Council Review

Description: *2026 West Valley City Engineering Standards*

Fiscal Impact: *N/A*

Funding Source: *N/A*

Account #: *N/A*

Budget Opening Required: ***No***

Issue:
An ordinance to adopt the 2026 West Valley City Engineering Standards

Summary:
The City Council is being asked to adopt the 2026 West Valley City Engineering Standards to establish the updated engineering design and construction requirements for public and private development projects within the City.

Background:
The Engineering Division of the Public Works Department has developed Engineering Standards to ensure quality and uniform construction of public improvements in West Valley City. The Engineering Standards were last modified and adopted by the City Council on August 25, 2020. Changes to these standards are periodically recommended to improve construction practices on public infrastructure.

This update to the City's Engineering Standards is intended to align West Valley City's requirements with the latest Utah Chapter APWA Standards and Specifications and to incorporate a limited number of City-specific revisions. The current standards still reference the 2017 APWA edition because the new version anticipated under APWA's former five-year update cycle was not released in 2022. APWA has now published its 2026 standards and has transitioned to an annual update process. The City is therefore updating its standards to adopt the latest available APWA standards and to clarify certain local requirements. These changes will help keep the City's standards current and provide more consistent guidance for design and construction.

A summary of major changes being proposed is included in the information packet given to the Council.

Recommendation:
Adoption of the 2026 West Valley City Engineering Standards

Department: Public Works
Submitted by: Coby Wilson, City Engineer
Date: 7/8/26

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 7/20/2026

Date Adopted: _____

Date Effective: _____

AN ORDINANCE ADOPTING UPDATED ENGINEERING STANDARDS.

WHEREAS, the City has enacted engineering standards to regulate the construction and design of certain improvements and structures within the City; and

WHEREAS, the City desires to update said engineering standards; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to update the City's adopted engineering standards.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City hereby adopts the Engineering Standards attached hereto as Exhibit A. Said Engineering Standards shall replace the existing Engineering Standards, are hereby adopted as binding City regulations, and shall have the full force of law.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

EXHIBIT A

WEST VALLEY CITY ENGINEERING STANDARDS

Summary of Major Changes to the 2026 WVC Engineering Standards

This update to the City's Engineering Standards is intended to align West Valley City's requirements with the latest Utah Chapter APWA Standards and Specifications and to incorporate a limited number of City-specific revisions. The current standards still reference the 2017 APWA edition because the new version anticipated under APWA's former five-year update cycle was not released in 2022. APWA has now published its 2026 standards and has transitioned to an annual update process. The City is therefore updating its standards to adopt the latest available APWA standards and to clarify certain local requirements. These changes will help keep the City's standards current and provide more consistent guidance for design and construction.

1.1 - General Standards and Specifications

Clarification that any changes from the final approved set of plans must be revised by the design engineer, including stamp and signature, and submitted to the West Valley City Engineering Division for approval.

Part 2 – Standard Specification and Standard Drawings

Updated technical references from the 2017 American Public Works Association (APWA) to the latest edition of the American Public Works Association (APWA) – Utah Chapter.

Added the following WVC Special Provisions:
Section 01 55 26-M – Traffic Control
Section 03 30 04-M – Concrete
Section 32 01 13.55-S – Frictional Mastic Surface Treatment
Section 32 01 31-M – Pavement Smoothness
Section 32 13 13-M – Concrete Paving
Section 32 17 23-M – Pavement Markings
Section 32 93 13-M – Ground Cover
Section 33 05 02-M – Concrete Pipe and Culvert

Added the following WVC Standard Drawings:
WVC 210 – Raised Island and Plowable End Section
WVC 261.5 – Concrete Pavement Joints
WVC 293 – Street Name Sign
WVC 731 –Junction Box
WVC 802 – Defective Concrete

3.1.7.3 – Traffic Signals

Added requirement for all City owned traffic signal steel to be powder coated black.

3.1.8 – Access Management

Added a table to clarify minimum distance between access points and added a requirement for new accesses to line up with opposing access points in an effort reduce conflict points and improve safety.

3.2.1 – Street Sections

Added PUD Primary Street and Secondary Street options to be consistent with City Code.

3.2.2 – Active Transportation

Replaced “Bike Lanes” section with an “Active Transportation” section and reference the adopted Active Transportation Plan which identifies corridors where additional pavement width may be required to accommodate active transportation components (i.e. Bike lanes, trail, etc.).

3.4 – Traffic Issues

This section was revised to provide greater clarity and direction regarding Traffic Impact Study requirements. Previous versions of the standards indicated that Traffic Impact Studies may be required but did not establish specific thresholds for when a study would be necessary. The revised standards add defined thresholds and provide additional guidance regarding study levels, analysis periods, and the geographic extent of the required analysis.

3.5.3 – Streets with Specific Lighting Requirements

3500 South - Extended the limits that require double fixture streetlights (WVC Standard Drawing LP-04) out to 6000 West.

4.1.1.7&8 – Retention/Detention Basins

As-built plans will be required on all retention/detention basins prior to bond release to verify storage volumes.

4.1.1.10 – Individual Residential Lot Retention Requirements

Require individual Grading and Draining plans and underground storage facilities on all lots where runoff cannot be directed to an approved street.

5.1 – Development Plan Set Submittal Requirements

State code now requires a Subdivision Development Checklist. Previously, the required information was contained within the Engineering Standards. To provide consistency across all development types, separate development checklists were created for each type of development and are available on the City Website.

6.1.2.2.7 – Peak Hour Lane Use Restrictions

Revised the AM Peak Hour definition from 6:00 am to 10:00 am to 6:00 am to 9:30 am and the PM Peak Hour definition from 4:00 pm to 7:00 pm to 3:30 pm to 7:00 pm.

6.1.5.2 – Special Restoration Standard

All streets that must be cut during the pavement cut moratorium period will now require a seal coat over the full width of the roadway from intersection to intersection.

6.5 - Asphalt Pavement Requirements

WVC is adopting the latest APWA recommended asphalt mix designs.

WEST VALLEY CITY
2026 ENGINEERING STANDARDS
VOLUME I

GENERAL STANDARDS AND SPECIFICATIONS

APPLICABLE FOR WORK IN THE PUBLIC RIGHT-OF-WAY AND ON PUBLIC INFRASTRUCTURE AND APPURTENANCES

WEST VALLEY CITY - PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
ADOPTED BY WEST VALLEY CITY COUNCIL Month Day, 2026

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Part 1: Introduction - West Valley City Engineering Standards

1.1 Volume I – General Standards and Specifications

These Engineering Standards are intended to provide a foundation for design and construction and to ensure quality and uniform construction of public infrastructure in West Valley City (Owner).

All public improvements constructed in the city right-of-way are required to comply with these standards. Some engineering standards are also applicable to private development site design, and all new development and redevelopment projects are required to adhere to these standards. Design exceptions to specific standards will be considered and must be approved by the City Engineer.

All submitted plans shall be signed by a civil engineer registered in the State of Utah and all work shall be in accordance with good engineering practices. Any changes from the final approved set of plans must be revised by the design engineer, including stamp and signature, and submitted to the West Valley City Engineering Division for approval.

1.2 Volume II – Minimum Sampling and Testing Requirements

West Valley City has adopted minimum sampling & testing requirements which are intended to ensure quality and uniform construction of public infrastructure in West Valley City. This document shall be used to determine the frequency of verification sampling and testing on all public improvements constructed within the city right-of-way. Test results will be used to determine acceptance or rejection of material placed. Exceptions to specific sampling and testing requirements must be approved by the City Engineer.

1.3 Modifications

Sections that have been modified from the previous version are noted with a solid vertical line to the right of the paragraph.

Part 2: Standard Specifications and Standard Drawings

Contractors should thoroughly read and understand these standards and associated documents before performing any work in the city. The order of precedence in case of conflict shall be (1) West Valley City Special Provisions (2) West Valley City Engineering Plans (3) West Valley City Engineering Standards (3) APWA Specifications (4) the approved third-party construction drawings.

2.1 APWA Manual of Standard Specifications – Latest Edition

West Valley City uses the latest edition of the America Public Works Association (APWA) Manual of Standard Specifications. APWA standard specifications and drawings can be found on the Utah Chapter website. https://utah.apwa.org/

2.1.1.1 West Valley City Special Provisions

The following sections of the APWA Standard Specifications have been modified by West Valley City. These Special Provisions replace or supplement the APWA Standard Specifications and are available in Appendix 8.1.

Section 01 45 00-M – Quality Control
Section 01 55 26-M – Traffic Control
Section 03 30 04-M – Concrete
Section 26 56 19-S – Roadway Lighting
Section 31 05 13-M – Common Fill
Section 31 23 23-M – Backfilling for Structures
Section 32 01 13.55-S – Frictional Mastic Surface Treatment
Section 32 01 31-M – Pavement Smoothness
Section 32 12 05-M – Bituminous Concrete
Section 32 12 16.13-M – Plant-Mix Bituminous Paving
Section 32 13 13-M – Concrete Paving
Section 32 16 14-S – Curb Cut Assembly
Section 32 16 24-S – Stamped Concrete
Section 32 17 23-M – Pavement Markings
Section 32 93 13-M – Ground Cover
Section 33 05 02-M – Concrete Pipe and Culvert
Section 33 05 20-M – Backfilling Trenches
Section 33 41 00-M – Drainage Systems

2.2 APWA Manual of Standard Drawings – 2026 Edition

The drawings listed in the section below are adopted as standard drawings. Other plans in the APWA Manual of Standard Drawings may be used if proposed and approved under specific circumstances.

2.2.1 APWA Adopted Standard Drawings:

Plan 205.1 – Type A – 30" Curb and Gutter
Plan 205.3 – Type H – 30" Curb and Gutter (PUD Streets Only)
Plan 206 – Curb and Gutter Connection
Plan 211 – Waterway
Plan 221 – Flare Driveway Approach – Type A&B
Plan 222 – Saw-cut Driveway Approach
Plan 231 – Sidewalk
Plan 245 – Subgrade Stabilization
Plan 251 – Bituminous Concrete Pavement Tie-In
Plan 302.1 – 24" Cover and Frame
Plan 308 – 35-1/2" Grate and Frame
Plan 315 – Catch Basin (without sump)
Plan 323.1 – Pipe Outfall
Plan 323.2 – Pipe Outfall
Plan 360 – Raise Frame to Grade
Plan 362 – Cover Collar for Storm Drains
Plan 381 – Trench Backfill
Plan 382 – Pipe Zone Backfill
Plan 413 – Cover Collar for Sanitary Sewer Manhole

2.3 West Valley City Standard Drawings

The following standard drawings are available in Appendix 8.2.

WVC 210 – Raised Island and Plowable End Section
WVC 213 – Waterway Transition Structure
WVC 232.1 – Patterned Concrete Park Strip
WVC 239 – Pedestrian Access Ramp Rolled Curb Transition
WVC 255 – Asphalt Concrete T-Patch
WVC 261.5 – Concrete Pavement Joints
WVC 293 – Street Name Sign
WVC 316 – Modified Combo Box
WVC 331 - Cleanout Box
WVC 731 –Junction Box
WVC 762.1 – Asphalt Speed Table
WVC 762.2 – Concrete Speed Table
WVC 802 – Defective Concrete
WVC LP-01 – Residential Street Light; 54-Foot ROW and Less
WVC LP-02 – Secondary Street Light; >54-Foot & <80-Foot ROW
WVC LP-03 – Arterial Street Light; 80-Foot ROW and Greater

WVC LP-03A – Fairbourne Street Light
WVC LP-04 – Arterial Break-Away Dual Street Light
WVC LP-04A – Arterial Break-Away Single Street Light
WVC LP-05 – Single Sidewalk Light
WVC LP-06 – Dual Sidewalk Light
WVC LP-07 – Industrial Street Light

Part 3: Roadway Design

3.1 General Roadway Design Elements

3.1.1 Horizontal Alignment

1. Make horizontal alignments as direct as possible and consistent with topography.
2. Horizontal curves must meet AASHTO standards. Avoid minimum horizontal curve radii.
3. Avoid sharp curves at the end of long tangents.
4. Avoid short lengths on curves on small deflection angles of horizontal alignment.
5. Avoid compound circular curves with large difference in radii.
6. Avoid the use of "broken-back curves" (two curves in the same direction on either side of a short tangent or large radius curve).

3.1.2 Vertical Alignment

Vertical curves should be used to enable gradual changes between tangent grades. Crest and Sag Vertical Curves shall be governed by *K values* based on stopping sight distance as shown in the latest edition of *AASHTO - A Policy on Geometric Design of Highways and Streets.* A K value of 167 shall not be exceeded on vertical curves that create a high point or low point for drainage purposes.

Design Speed	Maximum Algebraic Difference without Vertical Curve
Less than 30 mph	2.0%
30 mph to 45 mph	1.0%
Greater than 45 mph	0.5%

3.1.3 Longitudinal Street Grades

Minimum Grades: Longitudinal grades of streets shall not be less than 0.5%. Any exception to this standard must be approved in writing by the City Engineer. No roadway will be approved with a longitudinal grade of less than 0.3%.

Maximum Grades: Longitudinal grades of streets shall not be greater than 5%. Any exception to this standard must be approved in writing by the City Engineer. No roadway will be approved with a longitudinal grade of 12% or greater.

3.1.4 Cross Slope

Street cross slope on new construction shall be 2%. When widening the shoulder on existing pavement maintain cross slope between 1% and 4%. It may be necessary to remove additional pavement to meet cross slope requirements.

3.1.5 Stopping Sight Distance

Sight distance requirements are as defined by the latest edition of *AASHTO - A Policy on Geometric Design of Highways and Streets*.

3.1.6 Design Speed

Local streets: 25 mph (lower design speeds may be considered on local urban streets with approval of the City Engineer)

Collector Streets: 40 mph

Arterial Streets: 45 mph

Any exception to this standard must be approved in writing by the City Engineer.

3.1.7 Intersection Design

Intersections should be designed with as much sight distance as feasible, conforming to AASHTO design standards.

Roads may not intersect with an angle greater than 5° from perpendicular. Provide a minimum 50-foot tangent approach section measured from the right-of-way line of the intersected road.

Intersection grades should be as flat as feasible while still maintaining drainage (0.5% minimum).

3.1.7.1 Intersection Spacing

Intersecting roads must be spaced according to the table below. Exceptions to this standard must be approved by the City Engineer.

Intersecting Road Spacing Measured from Centerline to Centerline	
Intersected Street Classification	**Min. Centerline Offset**
PUD	150 feet
Minor Street/Minor Collector	150 feet
Collector	250 feet
Arterial	500 feet

3.1.7.2 *Back of Curb Radius of Curb Returns*

Back of curb curve radii for various intersecting street right-of-way widths are as shown in the following table (in feet). Scenarios not identified in the table below should be rounded up to the next available right-of-way width.

Right-of-Way Width (ft)	Right-of-Way Width (ft)					
		54	**60**	**66**	**80**	**106**
	106	30	30	35	45	45
	80	25	25	35	40	
	66	25	25	30		
	60	25	25			
	54	25				

A larger radius than is shown in the table may be required in areas of higher truck turning volume, where a turning template indicates necessity.

3.1.7.3 *Traffic Signals*

All traffic signal steel shall be powder-coated black.

3.1.8 Driveway Construction and Access Management

Driveway access to properties shall be per West Valley City Code 7-9-107 – Parking Lot Access.

Access Spacing Measured from Centerline to Centerline	
Future Right-of-Way Width	**Min. Spacing**
< 66’	150 feet
66’-79’	200 feet
80’ and up	350 feet

New access locations must line up with opposing access points.

At signalized intersections, maximize the access separation distance from the corner.

Where feasible, or when minimum separation from lot lines cannot be met, shared access with adjacent parcels is required with cross access easements.

Driveway surfacing shall be per West Valley City Code 7-9-114

3.1.9 Dead End Roadways

Dead end roadways shall conform to West Valley City Code 7-13-705.

The maximum number of units for a single access street shall not exceed 30 single-unit dwellings or 100 multiple-unit dwellings.

3.1.9.1 Cul-de-Sac Design:

Roadways must be terminated with a cul-de-sac per West Valley City Code 7-13-705.

Cul-de-Sacs must be designed according to the following criteria:

Residential Streets:

Radius at the Right-of-Way:	52 feet
Radius at Top Back of Curb:	42 feet
Radius at the Lip of Gutter:	39.5 feet

Commercial or Industrial Streets (Collector or Greater)

Radius at the Right-of-Way:	60 feet
Radius at Top Back of Curb:	50 feet
Radius at the Lip of Gutter:	47.5 feet

A larger radius may be required in areas of anticipated high-volume use or as determined by the City Engineer.

3.1.9.1.1 Maximum cul-de-sac length

The maximum length of a cul-de-sac is 750 feet, as measured along the centerline from the right-of-way line of the connecting street to the point of curvature on the top back of curb curve radius entering the cul-de-sac.

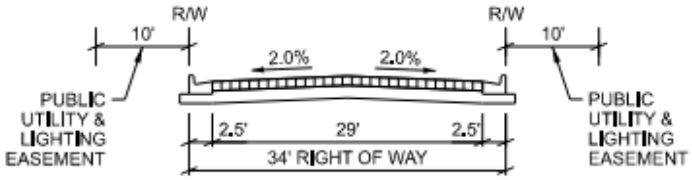
3.2 Typical Section Elements

3.2.1 Street Sections

Untreated base course shall extend one foot beyond the back of curb on all sections.

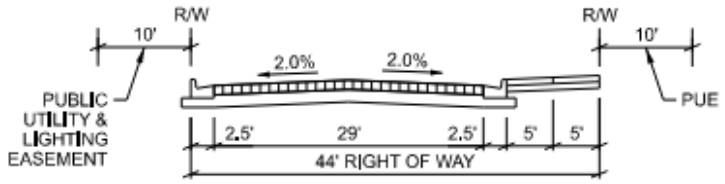
3.2.1.1 34-foot ROW – PUD Secondary Street – 29 feet of pavement

May only be used to serve the backs of Townhomes or Condominiums that are attached to the side of each other where sidewalks are provided within common areas.



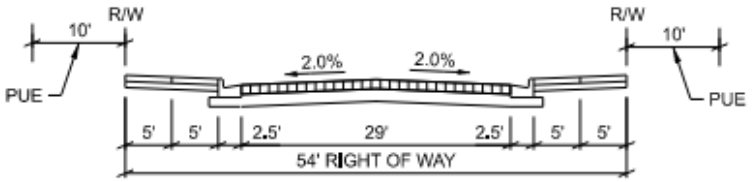
3.2.1.2 44-foot ROW – PUD Primary Street – 29 feet of pavement

May only be used for Townhomes or Condominiums that are attached to the side of each other.

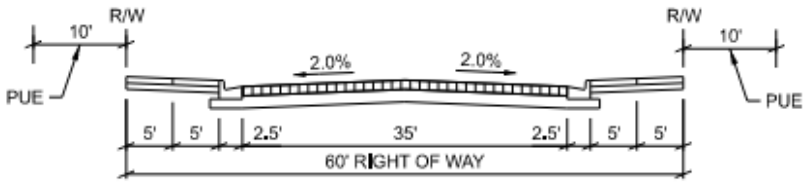


3.2.1.3 54-foot ROW - Minor Street – 29 feet of pavement

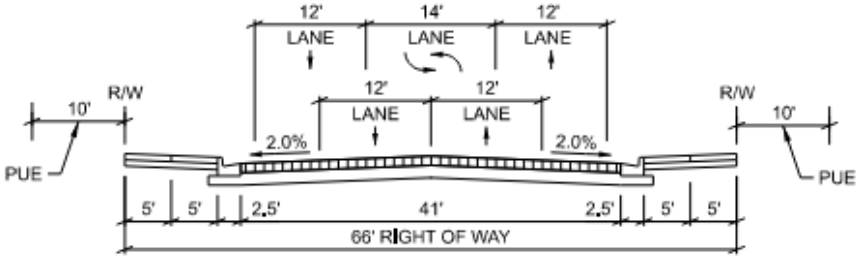
A 44-foot right-of-way road section without park strip may be allowed in certain infill development circumstances, with approval of the City Engineer.



3.2.1.4 60-foot ROW - Minor Collector Street Section – 35 feet of pavement

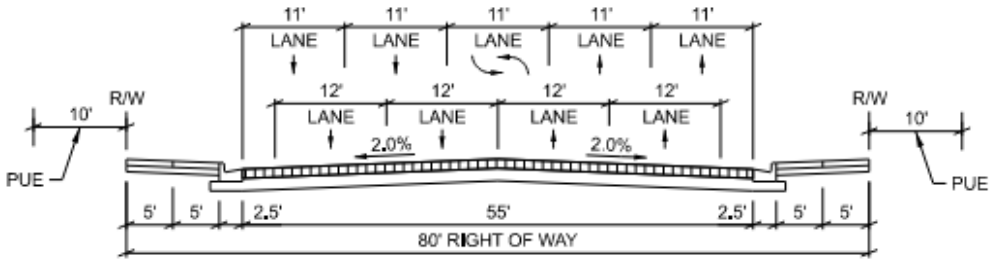


3.2.1.5 66-foot ROW - Collector Section – 41 feet of pavement



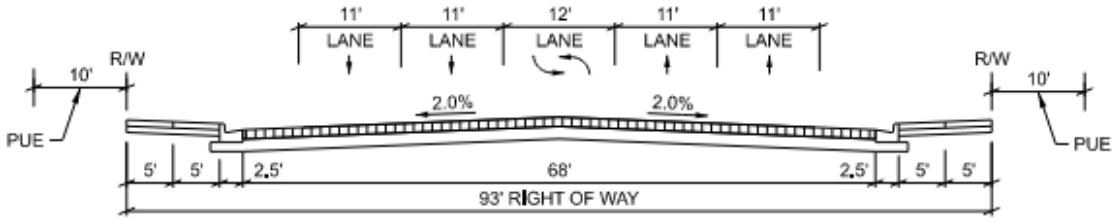
3.2.1.6 80-foot ROW - Minor Arterial Section – 55 feet of pavement

For use on existing 80-foot rights of way.

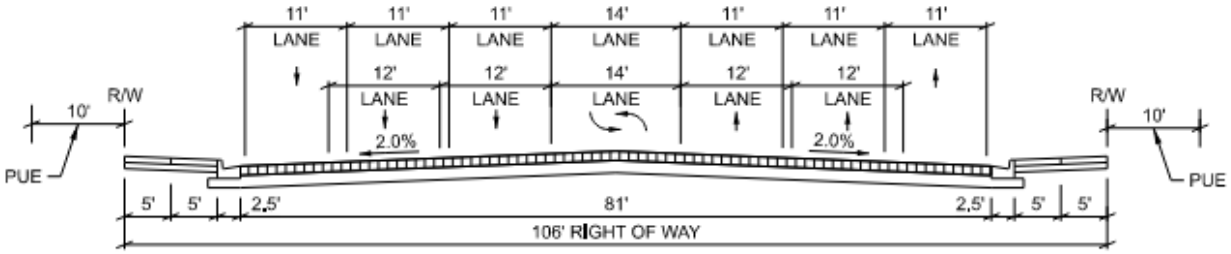


3.2.1.7 93-foot ROW – Minor Arterial Section 68 feet of pavement

For use on new minor arterial roadways.



3.2.1.8 106-foot ROW - Major Arterial Section – 81 feet of pavement



3.2.2 Active Transportation

West Valley City has adopted an Active Transportation Plan that identifies active transportation projects throughout the city. Additional pavement width may be required to accommodate projects recommended in Section 4.1 of the Active Transportation Plan. Coordinate with the engineering division prior to designing the pavement width on any corridor in which an active transportation project has been identified.

Add a minimum of 10 feet of total pavement width (to allow for one 5-foot bike lane on each side of the street) to all streets with Class 2 Bike Lanes as identified on the City Bike Plan. The Bike Plan is part of the West Valley City General Plan; *Vision West 2035*, under the Transportation Chapter. Both the Active Transportation Plan and the Bike Plan can be found on the City's Website.

3.2.3 Curb and Gutter, Sidewalk

Curb and Gutter is required on all streets. Curb and Gutter shall be per APWA Plan 205, Type A - 30" Standard, except for Planned Unit Development streets which may use Type A or Type H – 30" Standard. Other types of curb and gutter may be considered in unique instances but must be approved by the City Engineer.

All raised medians and islands require plowable end sections per WVC Standard Drawing 210 – Raised Island and Plowable End Section.

Integral sidewalk may only be used when approved by the City Engineer and shall not be less than 6 feet in width.

Pedestrian Access Ramps are required at all intersections and mid-block crosswalks. Any exceptions must be approved by the City Engineer. WVC has adopted the Utah Department of Transportation (UDOT) standards for pedestrian access ramps. The UDOT Standard Drawings shall be used to design and construct all pedestrian access ramps within WVC. Each ramp will be evaluated utilizing the "UDOT Pedestrian Access Evaluation Form C170" to ensure ADA requirements are met. Each pedestrian ramp is required to pass this evaluation prior to acceptance by WVC.

In residential areas, sidewalks through the drive approach must be 6-inches thick, as shown on APWA Plan 215, and 221. Sidewalks in subdivisions with a park strip are to be constructed per APWA 231, 4 inches thick. In residential subdivisions where the locations of drive approaches are not known at the time of the sidewalk construction, the developer may choose either to construct all sidewalk 6 inches thick, or to remove 4-inch thick sidewalk through the driveway and replace with 6-inch thick sidewalk. Sidewalk is to be 8 inches thick through the driveway in commercial or industrial areas.

Provide 1/2-inch thick, full-depth Type F1 expansion joint filler per APWA Section 32 13 73, between sidewalk and adjacent concrete pours; including driveway approaches, driveways, and other concrete flatwork.

In areas where walls are required in double frontage lots or other scenarios where the parkstrip is not privately maintained, patterned colored concrete will be required in the park strip. See Section 6.9.3 for requirements. Wall standards can be found in West Valley City Code 7-2-114.

In general, sidewalk should be placed with a 2% cross slope draining toward the street. The elevation of the sidewalk is determined by projecting up 2% through the park strip from the top back of curb elevation. If a cross slope through the park strip greater than 2% is necessary, a design exception must be obtained.

All repairs to curb, gutter, or sidewalk shall require the replacement of full panels, or ensure that no remaining section is less than five feet in length. Refer to WVC Standard Drawing 802 – Defective Concrete.

3.3 Pavement Design

3.3.1 Rigid Pavement

3.3.1.1 Minimum Rigid Pavement Section

Portland Cement Concrete Pavement (PCCP) designs shall be prepared by a geotechnical engineer and approved by the City Engineer.

Pavement designs shall include load transfer bars at each joint aligned with the wheel path.

3.3.2 Flexible Pavement

3.3.2.1 Minimum Pavement Section

As part of the subdivision approval process, a soils report is required to be prepared by a Professional Engineer, specializing in geotechnical engineering and soil mechanics. The soils report must include pavement section recommendations using generally accepted engineering practices and methods. The soils report must include a California Bearing Ratio (CBR) value for existing subgrade soils under proposed pavements. Absence of CBR data will require all roads be built to the standard below for *Collector or Greater*, with *Very Poor* Subgrade Class, regardless of street classification.

The minimum pavement sections are shown in the following table.

		Street Classification (as defined in West Valley City Code 7-13-705)		
Subgrade Class	**Pavement Section**	**Minor Street / PUD**	**Minor Collector**	**Collector or Greater (66' ROW +)**
Very Poor (CBR<3)	Asphalt Pavement	3.5 inches	4 inches	6 inches
	Untreated Base Course – Grade 1, or 1-1/2	8 inches	8 inches	10 inches
	Granular Borrow	10 inches	10 inches	12 inches
	Non-woven Geotextile Fabric Required	Yes	Yes	Yes
Poor (CBR 3-9)	Asphalt Pavement	3 inches	3.5 inches	6 inches
	Untreated Base Course – Grade 1, or 1-1/2	12 inches	12 inches	14 inches
	Granular Borrow	0	0	0
	Non-woven Geotextile Fabric Required	No	No	No
Medium CBR>9	Asphalt Pavement	3 inches	3.5 inches	6 inches
	Untreated Base Course – Grade 1, or 1-1/2	8 inches	8 inches	10 inches
	Granular Borrow	0	0	0
	Non-woven Geotextile Fabric Required	No	No	No

3.4 Traffic Issues

A Trip Generation Analysis (TGA) and a Traffic Impact Study (TIS) may be required by the City and must be prepared by a registered Professional Engineer approved by West Valley City. West Valley City Code 7-11-103.

3.4.1 Trip Generation Analysis (TGA)

A TGA is required for all developments to determine if or what level of TIS is required. The TGA Should be prepared using the ITE Trip Generation Manual and must include a description of the proposed development and calculations for anticipated trip generation.

3.4.2 Traffic Impact Study (TIS)

A TIS is required for developments anticipated to generate 50 or more new peak hour trips. Traffic studies may also be required regardless of trip generation when deemed necessary due to safety or operational concerns.

If required, the Public Works Department will determine the study area and which TIS level (I, II, or III) is to be completed.

A TIS shall include, at a minimum (additional items may be required as determined necessary by the Public Works Department):

- Summary at the beginning of report with key assumptions, findings and recommendations
- Identify nearby roadways and intersection, speed limits, and intersection control
- Peak hours turning movements

    - Morning (7-9 AM), evening (4-6 PM) or if different peak hour of development (e.g. school, venue, church etc.)
- On-site circulation analysis
- Origin/Destination analysis
- Peak hour traffic generation and movements
- Capacity Analysis
- Delay, Level of Service (LOS), and queuing results in study area intersections for existing condition (no project), existing plus project, future conditions, and future conditions plus project as required
- Recommendations to mitigate poor levels of service or other concerns.
- Exhibits showing peak hour turning movements, including trip assignment volumes and LOS for each scenario.
- Include traffic count date, capacity analysis, and queuing reports for each scenario

Study Level		New Peak Hour Trips	TIS Horizon Years	Study Area
TIS	I	≥50-100	Current Year	Project Accesses and Closest Intersections
	II	>100-500	Current, + 5 Years	Project Accesses and Major Intersections within ¼ mile
	III	>500	Current, +5 Years, +20 Years	Project Accesses and Major Intersections within ½ mile

3.4.3 Traffic Calming in Residential Neighborhoods

New residential developments must evaluate with the Public Works Department the need for neighborhood traffic calming devices to be installed with the subdivision roadway improvements.

Traffic calming speed tables may be required on residential roadways (66' ROW or less) that exceed 750 feet in length. Developer's engineer to recommend locations of traffic calming devices.

3.5 Roadway Lighting

Per West Valley City Code 7-13-803, streetlights are required to be installed in all new developments.

3.5.1 Streetlight Standards

3.5.1.1 General

The Developer shall incur all costs for and provide trenching in which subsurface electrical lines may be installed to power the street lighting system as shown on the development plans or subdivision plats. Trenching shall be to the depth, width and standards specified by West Valley City.

Components of the street lighting system shall follow the West Valley City special provisions and standard drawings.

The Developer shall purchase the streetlight assemblies and shall provide materials, equipment and labor necessary to install a complete and operable street lighting system as shown on the development plat.

See Streetlight Assembly Drawings in West Valley City Standard Drawings.

The Developer shall schedule a preconstruction meeting with West Valley City Transportation Division, (801-955-3726), prior to any part of construction of the streetlight system for review of the extent of the project and responsibilities of both parties. Failure to comply will result in rejection of street lighting components.

3.5.1.2 Streetlight Placement

Streetlights shall be placed on alternating sides of the street at 200 feet maximum for roads of less than 60 feet of right-of-way and at 150 feet maximum for roads of greater than or equal to 60 feet of right-of-way.

Streetlights shall be placed at each road intersection and at the end of each cul-de-sac.

Sidewalk lights shall be located behind the sidewalk and spaced as defined in Title 7.

The developer shall show streetlight locations on all residential, commercial, and industrial development plans or plats. Streetlights should be placed at the intersection of lot line boundaries to avoid unnecessary obstruction along the property frontage. The Transportation Engineer may require additional or fewer streetlights at their sole discretion. Additional streetlights may be required in locations where safety hazards or special traffic needs exist.

3.5.1.3 Required Notes on Streetlight Plan

1. All street lighting work shall be performed in accordance with the West Valley City Street Lighting Standards and the APWA Standard Plans and Specifications.
2. Electrical contractor shall contact West Valley City at 801-955-3726 prior to commencement of construction.
3. Contractor shall be responsible to inspect poles and fixtures upon delivery to the job site and to protect the same from damage until installation is complete and lighting system is accepted by West Valley City.
4. Contractor shall be responsible to coordinate construction of lighting system with Rocky Mountain Power and West Valley City. Confirm final location of Rocky Mountain Power transformers or secondary boxes before starting construction.
5. All light poles, fixtures, junction boxes, transformers or secondary boxes, underground conduit and wiring shall be placed only within the public street right-of-way and/or designated public utility easement. All underground work shall be completed and inspected prior to construction of permanent roadway, sidewalk, and curb and gutter.
6. All aspects of street lighting installation shall be inspected by West Valley City. Call West Valley City Transportation Division at 801-955-3726 to schedule inspections at least 24 hours in advance. Two (2) inspections will be required. One (1) pole and underground installation, and one (1) Final inspection after system installation is completed.
7. Anticipate 12 weeks for delivery of streetlight assemblies from manufacturer.

3.5.1.4 Streetlight ID Number

West Valley City Engineering Division will assign Streetlight Identification Numbers to be shown on the street lighting plans after the light location has been established.

3.5.2 Street Lighting Standard Drawings

Refer to Standard Drawing section in this document for streetlight standard drawings.

3.5.3 Streets with Specific Lighting Requirements per West Valley City Code

Refer to the City Code for special lighting requirements within designated limits of the following streets.

Lehman Avenue (West Valley City Code 7-6-406) – WVC Standard Drawing LP-03A

Market Street (West Valley City Code 7-6-407) – WVC Standard Drawing LP-03A

Constitution Blvd (West Valley City Code 7-6-408) – WVC Standard Drawing LP-03

3500 South – City Center (West Valley City Code 7-6-408) – WVC Standard Drawing LP-04

3650 South (West Valley City Code 7-6-409) – WVC Standard Drawing LP-03

Weigh Station Road and Three Mill Lane (West Valley City Code 7-6-410) – WVC Standard Drawing LP-03A

3300/3500 South east of Redwood Road, Redwood Road, and 5600 West between 2100 South and 3100 South (West Valley City Code 7-10-200P) - WVC Standard Drawing LP-05

3500 South between 2700 West and Redwood Road (West Valley City Code 7-10-200P) - WVC Standard Drawing LP-04

3500 South Streetscape – Between 2700 West and 6000 West (West Valley City Code 7-10-300P) - WVC Standard Drawing LP-04

Part 4: Drainage Design Standards

The following standards apply to new development, redevelopment or construction activities as described below within West Valley City.

4.1 Drainage Design Requirements

The objective of drainage design in the city is to address flood control and water quality impacts of land development activities.

4.1.1 Retention and Detention Standards

4.1.1.1 Land Disturbance Threshold

Certain development or land disturbance projects will be required to meet various requirements if the following threshold is met:

> Any projects that disturb land greater than or equal to one acre, including projects that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to one acre (i.e., lots within a subdivision).

This threshold will be referred to as the "Land Disturbance Threshold".

4.1.1.2 80th Percentile Storm Rainfall Depth

The following depth shall be used as the *80th Percentile Storm Rainfall Depth for all locations in West Valley City*:

0.43 inches
0.0358 feet

The *80th Percentile Storm Rainfall Depth* for West Valley City was determined using precipitation data from the Salt Lake City International Airport.

4.1.1.3 Retention Requirement on New Development

As directed by the Small MS4 Permit UTR090000, part 4.2.5.1.2, any new development projects meeting the "Land Disturbance Threshold" must manage rainfall on-site, and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event or a **predevelopment hydrologic condition**, whichever is less.

This objective must be accomplished using practices that are designed, constructed, and maintained to infiltrate, evapotranspire and/or harvest and reuse rainwater.

4.1.1.4 Retention Requirement on Redevelopment

As directed by the Small MS4 Permit UTR090000, part 4.2.5.1.2, redevelopment projects meeting the "Land Disturbance Threshold" must provide a site-specific and project-specific plan aimed at net gain to onsite retention or a reduction to impervious surface to provide similar water quality benefits. If a redevelopment project increases the impervious surface by greater than 10%, the project shall manage rainfall on-site, and prevent the off-site discharge of the net increase in the volume associated with the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event. This objective

must be accomplished using practices that are designed, constructed, and maintained to infiltrate, evapotranspire and/or harvest and reuse rainwater.

4.1.1.5 Low Impact Development (LID) Design

LID is an approach to land development (or re-development) that works with nature to more closely mimic pre-development hydrologic functions. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat storm water as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, storm water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within a watershed.

LID design methods should be used to meet the *Retention Requirements* above. Design methods within *A Guide to Low Impact Development within Utah*, published by the Utah Department of Environmental Quality, Division of Water Quality, may be used to meet LID objectives.

The Retention Requirement storage areas may not be altered in the future without a re-submittal of the Low Impact Development Analysis.

4.1.1.5.1 Project Volume Retention Goals

Compliance with the *Retention Requirements* will require a project to establish and meet a Project Volume Retention Goal.

The Project Volume Retention Goal (Vgoal) for new development is the product of the total area of the development (in square feet), the 80th percentile precipitation depth in feet and a volumetric runoff coefficient (R_V).

Methods for calculating the Volumetric runoff coefficient (R_V) can be found in *A Guide to Low Impact Development within Utah*. The Drainage Report must include Project Volume Retention Goal calculations.

4.1.1.5.2 Recommended LID Best Management Practices

The following BMPs may be considered for use in an LID implementation; additional information can be found in *A Guide to Low Impact Development within Utah.*

- Pervious surfaces in private parking areas or private sidewalks
- Rainwater harvest and reuse
- Rain Garden
- Bioretention Cell
- Bioswale
- Vegetated Strip
- Tree Box Filter
- Infiltration Basin
- Infiltration Trench
- Dry Well

- Underground Infiltration Galleries
- Minimize impervious area on the site
- Preserve natural areas undisturbed
- Reduce directly-connected impervious area, using landscaped areas to capture and store runoff from roof drains or drive/parking areas

4.1.1.5.2.1 Rainwater Harvesting

Since 2010, rainwater harvesting is legal in the State of Utah. If rainwater harvesting and onsite beneficial use is planned as a Low Impact Development technique, registration and other requirements of the Utah Division of Water Rights must be met.

4.1.1.5.2.2 Residential BMPs

Residential BMPs should be selected to meet *Project Volume Retention Goals*

Storm water runoff is not to be stored in the public right-of-way.

4.1.1.5.2.3 Commercial BMPs

Commercial BMPs should be selected to meet *Project Volume Retention Goals*

Storm water runoff is not to be stored in the public right-of-way.

4.1.1.5.3 LID Technical Resources

The following sites are potential technical resources for use in the preparation of a Low Impact Development (LID) Analysis.

Utah DEQ - *A Guide to Low Impact Development within Utah*

Utah DEQ Low Impact Development Resources

EPA Green Infrastructure Resources

4.1.1.6 Retention Standard Feasibility

It is recognized that certain Low Impact Development BMPs are not feasible in soils of low permeability or in areas with high ground water. Infiltration may be less desirable in areas where retention and/or use of storm water onsite or discharge of storm water onsite via infiltration has a significant adverse effect on the site or the down gradient water balance of surface waters, ground waters or receiving watershed ecological processes. The location of underground utilities should also be considered when analyzing certain LID BMPs. Feasibility of LID techniques will be assessed within the Drainage Report submitted with each new development or re-development project.

If meeting the retention standards is infeasible, a rationale shall be provided for the use of alternative design criteria. The new development or redevelopment project must document and quantify that infiltration, evapotranspiration, and rainwater harvesting have been used to the maximum extent feasible and that full employment of these controls are infeasible due to constraints. LID infeasibility may be due to one or more of the following conditions: high groundwater, drinking water source protection areas, soil conditions, slopes, accessibility, excessive costs, or others.

4.1.1.7 Retention Only Areas

In some areas of the city (as shown on the Engineering Division Storm Water Release Rate Map) there is no public storm drain system available to receive site runoff, and offsite discharge is not allowed. In these areas, complete storm water retention is required. LID practices and/or ponds are to be sized to store the entire runoff volume of a 100-year 24-hour storm (assume no percolation). As-built plans will be required on all retention basins prior to bond release to verify storage volume.

4.1.1.8 Detention Requirement

Storm water detention is required in various locations within the city (as shown on the Engineering Division Storm Water Release Rate Map) to control system wide flood peaks, by capturing storm water onsite and releasing into the city system at a controlled reduced rate.

After the Project Volume Retention Goal has been established, the peak offsite discharge will be limited to the allowable release rate shown on the Engineering Division Storm Water Release Rate Map. The City Engineer has the latitude to modify the release rate for any given development parcel depending on the capacity of the local storm drain system.

Total onsite runoff storage must contain the required detention storage volume with 1 foot of freeboard. Project Volume Retention Goal may be counted as part of the required detention storage volume. Detention storage volumes required will be calculated based on the allowable release rate.

Detention calculations should be based on a 10-year storm. The Modified Rational Method (FAA method) may be used to calculate required detention. Other detention basin sizing methods may be used, together with an approved rainfall distribution. As-built plans will be required on all detention basins prior to bond release to verify storage volume.

Orifice plates must be made of corrosion-resistant metal suitable for prolonged outdoor exposure with a minimum thickness of 1/2". Orifice plates must be installed prior to onsite paving operations.

4.1.1.9 On-Site Storm Water Storage Requirements

Project Volume Retention Goal storage must infiltrate into the soil within 72 hours. Open air ponds with stagnant standing water on soils of low permeability will not be allowed. When possible, the Project Volume Retention Goal should be stored in multiple small volume areas to avoid concentration of water into centralized locations.

Storm water detention volume and Project Volume Retention Goal water may be stored in detention basins, parking areas, landscaped areas (where allowed in Title 7), or underground in pipes or storage chambers. Underground storage using open-bottom chambers and open pond retention storage will require detail drawings and an evaluation of sub-surface conditions (water table, soil type, etc.) to demonstrate infiltration feasibility. Outfall piping of any storm water conveyance offsite shall be placed in a manner to prevent the offsite discharge of the Project Volume Retention Goal storage.

4.1.1.10 Individual Residential Lot Retention Requirements

Final grading of individual Lots shall be performed in such a way that excess water shall be contained entirely on the site, directed to an improved Street or directed to an HOA maintained common area approved for storm water conveyance/storage without crossing another Lot or Parcel.

Lots that do not drain directly to the public right-of-way or an HOA maintained common area shall provide permanent on-site stormwater retention facilities to prevent the conveyance of runoff between properties. A lot-specific Grading and Drainage Plan is required and is recommended to be submitted with the building permit application. Occupancy will not be issued until an acceptable drainage plan has been submitted and the required improvements have been constructed.

Retention facilities shall be sized to capture and retain runoff from the 10-year, 1-hour storm event. The retention system shall consist of an underground storage facility incorporating a perforated pipe, gravel, separation fabric, and inlet structure. Lots shall be graded to convey runoff to the storage facility, and inlet protection shall be provided to prevent sediment from entering the system. Gravel shall conform to the requirements for Free Draining Granular Backfill in accordance with WVC Special Provision 31 05 13-M, or as otherwise recommended by the manufacturer to achieve the required storage volume. All facilities shall be constructed in accordance with approved plans. These facilities shall not be altered without approval of updated plans.

4.1.2 Water Quality Standards

4.1.2.1 Pollutant Removal Requirements

A Drainage Report will include a summary of potential pollutants that could be generated from the site after construction stabilization has occurred. The Drainage Report will include structural and non-structural BMPs that will be included on the site to prevent the discharge of potential pollutants.

Potential pollutants from certain site operations are shown in the following table. This is not a comprehensive list.

Potential Pollutants from Various Site Operations					
Pollutant of Concern	Vehicle Operations	Waste Management	Site Maintenance Practices	Outdoor Materials	Landscaping
Nutrients (Nitrogen and Phosphorous)			X	X	X
Pesticides			X	X	X
Solvents			X	X	
Fuels			X	X	
Oil and grease	X			X	
Toxic chemicals		X		X	
Sediment		X	X	X	X
Road salt			X	X	
Bacteria		X			X
Trace metals	X			X	
Hydrocarbons	X			X	

Projects involving vehicle fueling should include BMPs designed to capture hydrocarbons. Projects must include the ability to isolate and store potential high-volume spills on-site.

BMPs selected for use on a project must be included in the Post-Construction (Long Term) Storm Water Management Plan, along with maintenance plans. See section on Drainage Related Permitting in these standards for more information on the Storm Water Management Plan requirements.

4.1.2.2 Non-Structural BMPs

New development and redevelopment projects should evaluate non-structural BMPs to minimize development in areas susceptible to erosion and sediment loss; to minimize the disturbance of native soils and vegetation; to preserve areas that provide important water quality benefits; and to protect the integrity of natural resources and sensitive areas. This evaluation should be included in the drainage report.

4.1.2.3 Other Water Quality Measures

Grease interceptors on sanitary sewer service lines should be located within a depressed landscaped area where feasible to prevent overflows from entering the storm drain system.

4.1.3 Design Storms – Precipitation Depths

The following design storms are for use in determining peak discharge and detention storage requirements.

A design storm is shown below for areas below an elevation of 4500 feet, and above an elevation of 4500 feet. The storm data is established from a NOAA Atlas 14 – Point Precipitation Frequency Estimate from representative areas.

DESIGN STORM FOR AREAS BELOW 4500 FEET IN ELEVATION								
	NOAA Atlas 14 Point Precipitation Frequency Analysis (Depth and Intensity) - For use in areas BELOW 4500 feet.							
	1-Year		2-Year		10-Year		100-Year	
	Depth	Intensity	Depth	Intensity	Depth	Intensity	Depth	Intensity
5-min	0.12 in	1.44 in/hr	0.15 in	1.81 in/hr	0.26 in	3.12 in/hr	0.52 in	6.28 in/hr
10-min	0.18 in	1.10 in/hr	0.23 in	1.38 in/hr	0.40 in	2.38 in/hr	0.80 in	4.78 in/hr
15-min	0.23 in	0.91 in/hr	0.29 in	1.14 in/hr	0.49 in	1.96 in/hr	0.99 in	3.95 in/hr
30-min	0.31 in	0.61 in/hr	0.39 in	0.77 in/hr	0.66 in	1.32 in/hr	1.33 in	2.66 in/hr
60-min	0.38 in	0.38 in/hr	0.48 in	0.48 in/hr	0.82 in	0.82 in/hr	1.65 in	1.65 in/hr
2-hr	0.49 in	0.24 in/hr	0.61 in	0.30 in/hr	0.96 in	0.48 in/hr	1.82 in	0.91 in/hr
3-hr	0.57 in	0.19 in/hr	0.70 in	0.23 in/hr	1.04 in	0.35 in/hr	1.85 in	0.62 in/hr
6-hr	0.73 in	0.12 in/hr	0.89 in	0.15 in/hr	1.25 in	0.21 in/hr	1.97 in	0.33 in/hr
12-hr	0.90 in	0.08 in/hr	1.10 in	0.09 in/hr	1.52 in	0.13 in/hr	2.32 in	0.19 in/hr
24-hr	1.06 in	0.04 in/hr	1.30 in	0.05 in/hr	1.75 in	0.07 in/hr	2.48 in	0.10 in/hr

DESIGN STORM FOR AREAS ABOVE 4500 FEET IN ELEVATION								
	NOAA Atlas 14 Point Precipitation Frequency Analysis (Depth and Intensity) - For use in areas ABOVE 4500 feet.							
	1-Year		2-Year		10-Year		100-Year	
	Depth	Intensity	Depth	Intensity	Depth	Intensity	Depth	Intensity
5-min	0.12 in	1.49 in/hr	0.16 in	1.88 in/hr	0.27 in	3.23 in/hr	0.53 in	6.41 in/hr
10-min	0.19 in	1.13 in/hr	0.24 in	1.43 in/hr	0.41 in	2.46 in/hr	0.81 in	4.88 in/hr
15-min	0.23 in	0.94 in/hr	0.30 in	1.18 in/hr	0.51 in	2.03 in/hr	1.01 in	4.04 in/hr
30-min	0.32 in	0.63 in/hr	0.40 in	0.80 in/hr	0.68 in	1.37 in/hr	1.36 in	2.72 in/hr
60-min	0.39 in	0.39 in/hr	0.49 in	0.49 in/hr	0.85 in	0.85 in/hr	1.68 in	1.68 in/hr
2-hr	0.49 in	0.25 in/hr	0.62 in	0.31 in/hr	0.98 in	0.49 in/hr	1.84 in	0.92 in/hr
3-hr	0.58 in	0.19 in/hr	0.71 in	0.24 in/hr	1.06 in	0.35 in/hr	1.88 in	0.63 in/hr
6-hr	0.75 in	0.12 in/hr	0.92 in	0.15 in/hr	1.29 in	0.22 in/hr	2.03 in	0.34 in/hr
12-hr	0.94 in	0.08 in/hr	1.14 in	0.10 in/hr	1.58 in	0.13 in/hr	2.40 in	0.20 in/hr
24-hr	1.14 in	0.05 in/hr	1.40 in	0.06 in/hr	1.91 in	0.08 in/hr	2.71 in	0.11 in/hr

4.1.4 Storm Drain Design for Publicly Owned Systems

4.1.4.1 Pipe Sizing

All pipes in the public storm drain system are to be sized to pass the peak flow on a 10-year storm without pressurizing. Peak flow shall be determined after runoff has been calculated using an approved rainfall distribution through time, addressed in the section below.

Minimum pipe size in the public right-of-way is 15 inch. Exceptions must be approved by the City Engineer. Pipe sizing calculations must be prepared by a Professional Engineer.

4.1.4.2 Rainfall Distribution

To compute runoff from a given storm, the distribution of rainfall through time must be known. Critical rain events in the region occur as cloudburst storms, with short durations of high intensity of rainfall. In sizing pipes, use a rainfall distribution reflecting these cloudburst rainfall events.

Options for a rainfall distribution could include a transformed SCS Type II distribution, or a Salt Lake County modified "Farmer-Fletcher" Distribution.

4.1.4.3 Minimum Velocity

Maintain a minimum velocity of 2.5 feet per second in all gravity pipe culverts, assuming the pipe is flowing full. Exceptions must be approved by the City Engineer.

4.1.4.4 Pipe Type

All storm drains or irrigation pipe in the public right-of-way shall be reinforced concrete pipe. Class of pipe is determined from recommendations of pipe manufacturers, based on soil type, depth of cover and loads.

City-owned storm drain pipes located outside of the public right-of-way are required to be reinforced concrete pipe. Other pipe types may be considered for a specific application and must be approved by the City Engineer.

4.1.4.4.1 Video Inspection

A video inspection of all city-owned storm drain pipe is required per WVC Special Provision 33 05 02-M at the expense of the developer or permit holder for the city to process the 90% Bond release.

4.1.4.5 Storm Drain Boxes

Storm Drain Cleanout Boxes and Modified Combo Boxes shall be per the West Valley City standard drawings.

Catch Basins shall be per APWA 315.

Thin walled "knock-out" boxes are not approved for use in the public right-of-way.

Deviations from this standard must be approved by the City Engineer.

4.1.4.5.1 Storm Drain Layout Principles

4.1.4.5.1.1 Use of Waterways or Cross-Gutters

In general, avoid the use of waterways or cross-gutters. No mid-block waterways are allowed. Waterways are not allowed at intersections of streets of right-of-way widths of 66 feet or larger. Any exception must be approved by the City Engineer.

4.1.4.5.1.2 Silt Traps

In general, do not install silt traps in each catch basin. Install silt traps in selected cleanout boxes at strategic locations designed to maximize the amount of sediment that can be cleaned from a single box.

4.1.4.5.1.3 Cleanout Spacing

Do not exceed 300 feet between cleanout access. Exceptions must be approved by the City Engineer.

4.1.4.5.1.4 Inlet Spacing

Drainage inlets are sized and located to limit the spread of water into traffic lanes. The following table summarizes allowable spread of water under various conditions.

Gutter Spread Design Criteria			
Roadway Classification		Design Frequency	Allowable Spread
Subdivision Streets		10-Year	Gutter + 6 feet
Collector	On Grade	10-Year	Gutter + 3 feet
	Sag Point	10-Year	Gutter + 6 feet
Arterial (ROW > than 66')	On Grade	10-Year	Gutter + 3 feet
	Sag Point	50-Year	Gutter + 6 feet

The Rational Method is an acceptable method for calculating momentary peak flow rate for use in spread calculations.

4.2 Drainage Report Requirements

All new development and redevelopment sites must submit a drainage report, stamped by a Professional Engineer addressing items in this section.

4.2.1 Drainage Report Requirements – Plan Elements

Drainage Report should contain all relevant drainage data and calculations. Include a narrative describing hydrologic methodology and software used to determine runoff, routing, and other applicable information.

Complete layout of storm drainage system is required as part of the Drainage Report. Show drainage areas that will contribute to storm flows, both on-site and off-site. Provide data indicating cumulative pipe flows and full flow capacities for each segment of pipe. Each pipe segment is to be labeled with length, pipe material type, diameter and slope. Provide arrows indicating the flow direction of each pipe.

4.2.2 Drainage Report Requirements – Low Impact Development Evaluation

Drainage report must include a thorough evaluation of Low Impact Development techniques, and a rationale for the use of alternative design criteria on sites where retention/LID standards are infeasible must be included in the Drainage Report. The new or redevelopment project will be required to document

and quantify that infiltration, evapotranspiration and rainwater harvesting have been used to the maximum extent feasible.

Evaluate new development and redevelopment sites to determine if they are susceptible to erosion and sediment loss. Include BMPs to address erosion including preserving natural vegetation if feasible for the site. Natural Vegetation should not be completely removed from sites until required for construction. If mass grading is needed for the project, include alternative BMPs structural and nonstructural for erosion prevention/reduction.

A Low Impact Development Evaluation must include calculations to determine if the Project Volume Retention Goal has been met if the impervious surface is increased by 10%.

4.2.3 Drainage Report Requirements – Retention Requirement Calculations

Drainage reports are to include Project Volume Retention Goal calculations and show retention storage locations.

4.2.4 Drainage Report Requirements – Detention Calculations

Drainage reports are to include peak discharge and detention storage calculations.

4.2.5 Drainage Report Requirements – Water Quality and Targeted Pollutants

Drainage reports are to include an evaluation of proposed land use and identify and target potential pollutants that will be generated in the long-term use of the project.

Drainage reports should address the following:

- BMP selection rationale. Discuss how long-term storm water BMPs were selected, and how they will protect water quality and reduce the discharge of pollutants to the city's drainage system.
- The pollutant removal expected from the selected BMPs
- The technical basis which supports the performance claims for the selected BMPs

4.2.6 Drainage Report Requirements – Hydrologic analysis

Include a hydrologic analysis used to design the system.

4.2.7 Drainage Report Requirements – Pipe sizing calculations

Drainage reports to include pipe sizing calculations, inlet spacing and gutter spread calculations.

4.3 Drainage Related Permitting

4.3.1 Storm Water Management Permits

A project will be required to obtain a West Valley City *Storm Water Management Permit* if the proposed work meets the requirements of West Valley City Code 18-2-101 (largely based on area of disturbed soil). The *Storm Water Management Permit* addresses two separate components of storm water quality and is issued as two separate permits. The first component of the *Storm Water Management Permit* covers construction activities, and the second covers the post-construction (long term) storm water management of a proposed development, re-development, or other improvements. The construction *Storm Water Management Permit* may be issued prior to full plan approval to allow for early site grading. The post-

construction *Storm Water Management Permit* must be completed prior to issuance of a building permit or other type of permit.

Application for stormwater permits is made through the West Valley City Permitting and Licensing Portal.

4.3.1.1 Construction Period Storm Water Management Permit

Address the following requirements to obtain a Construction Period Storm Water Management Permit.

4.3.1.1.1 Storm Water Pollution Prevention Plan (SWPPP)

Prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) for any site requiring a Construction Period Storm Water Management Permit. The SWPPP shall be prepared by a competent professional with experience in developing SWPPPs.

4.3.1.1.2 SWPPP Preparation Guidelines

The following resources are available for use in the preparation of a Storm Water Pollution Prevention Plan:

DWQ SWPPP Template, and other guides – available on the Storm Water Permits page of the Utah Department of Environmental Quality - Division of Water Quality website, under "General Construction (Storm Water): UPDES Permits."

4.3.1.1.3 NOI Required

A Utah State Notice of Intent (NOI) is required whenever a project meeting the "Land Disturbance Threshold" has been met. Application for NOI obligates the project to comply with all requirements contained in the UPDES General Permit for Discharges from Construction Activities (UTRC00000).

West Valley City storm water permits will not be issued until a copy of the NOI has been submitted to the Engineering Division.

4.3.1.1.4 NOI on Lots Smaller than One Acre

An NOI is also required on lots smaller than one acre when that lot is part of a common plan of development larger than one acre. An NOI will only be required on these smaller lots when the larger development has been stabilized, and when the NOT (Notice of Termination) has been issued for the larger common plan of development.

Construction on lots smaller than one acre which are part of a larger common plan of development will require a storm water pollution prevention plan, and a West Valley City Construction Storm Water Permit.

4.3.1.1.5 West Valley City Construction Storm Water Permit Required on All Projects

A West Valley City Storm Water Construction Permit is required on all construction projects, regardless of disturbance area.

4.3.1.1.6 Permit Application

Construction period Storm Water Management Permits are obtained through the West Valley City Permitting Portal.

4.3.1.2 Post Construction Storm Water Management Permit

4.3.1.2.1 Storm Water Management Plan (SWMP)

All new development and redevelopment projects are required to develop a Storm Water Management Plan. Using the *Guidance Document for Storm Water Management* or other resources, prepare a Post-Construction (Long Term) Storm Water Management Plan (SWMP) to address long term storm water quality issues. SWMP must address the treatment of potential pollutant sources (as identified in the drainage report) from the proposed land use, BMPs to address the potential pollutants, maintenance practices of proposed BMPs, employee training, landscape maintenance, waste disposal and any other long term practice that will be required to maintain quality storm water runoff.

The SWMP will become part of the Storm Water Management Permit and post-construction inspections will be performed by the Engineering Division to ensure compliance with the requirements of the permit. **The SWMP is best prepared by the property owner, as they will be required to implement the plan in perpetuity.**

4.3.1.2.1.1 Storm Water Management Template

Commercial/Industrial Best Management Practices (BMPs) are those measures and/or practices to be maintained by the property owner or operator to prevent illicit discharges, pollutants, and other contaminants from entering the City storm water system. These measures and practices are to be implemented upon completion of construction activities, to be conducted and maintained in perpetuity.

A template for the Long-Term Stormwater Management Plan can be downloaded from the West Valley City Engineering Development Section Webpage.

4.3.1.2.1.2 Permit Application

Long Term Storm Water Management Permits are obtained through the West Valley City Permitting Portal.

Part 5: Development Review

The following standards apply to all new development or redevelopment projects.

5.1 Development Plan Set Submittal Requirements

5.1.1 Digital Plan Submittal

Plans may be submitted electronically through the West Valley City Permitting and Licensing Portal.

Plans should be submitted as pdf files formatted to print to scale on a standard paper size.

5.1.2 Plan Resubmittal

In addition to revised plans, an applicant shall provide a written explanation in response to the municipality's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction. If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed. Utah State Code 10-20-806

All changes to plans, including those not required by the City, must be included in the written explanation and index of revisions or additions.

5.1.3 Subdivision Plan Elements

Engineering drawings and reports must include items from the Subdivision Final Plat and Plan Checklist which can be downloaded from the West Valley City Engineering Development Section Webpage. A completed certified checklist is required with development applications.

5.1.4 Commercial, Industrial and Multi-Family Plan Set Requirements.

Engineering drawings and reports must include items from the Commercial/Industrial Plan Set Checklist which can be downloaded from the West Valley City Engineering Development Section Webpage. A completed certified checklist is required with development applications.

5.1.5 Subdivision Platting Requirements

This section contains information required on a Preliminary Plat, Final Plat or Subdivision by Metes and Bounds.

5.1.5.1 Preliminary Plat Requirements

The Preliminary Plat must include items from the Preliminary Plat Checklist which can be downloaded from the West Valley City Engineering Development Section Webpage. A completed certified checklist is required with applications.

5.1.5.2 Final Plat

The Final Plat must include items from the Subdivision Final Plat and Plan Checklist which can be downloaded from the West Valley City Engineering Development Section Webpage. A completed certified checklist is required with applications.

5.1.5.3 Subdivision by Metes and Bounds

Requirements for Subdivision by Metes and Bounds will follow those plat (map) requirements per Utah State law for boundary surveys as outlined in Utah State Code 17-73-504. The subdivision by Metes and Bounds must include items from the Subdivision by Metes and Bounds Checklist which can be downloaded from the West Valley City Engineering Development Section Webpage. A completed certified checklist is required with applications.

5.1.6 Survey Monuments

Survey monuments to be placed in accordance with West Valley City Code 7-13-809

5.1.6.1 Disturbance of existing Section Corner, Quarter Corner or Street Monuments

Prior to any disturbance or removal of any existing survey monuments, the office of the Salt Lake County Surveyor must be notified, and a Monument Permit must be obtained.

In accordance with Utah State Code as amended, 17-73-502, a Monument Permit is issued by the County Surveyor or Designee prior to disturbing, damaging, removing, moving or covering any public survey monument. If a permit is not issued, a person may be guilty of a Class C misdemeanor and is additionally responsible for assessed penalties and fees.

5.1.6.2 Street monuments in conjunction with new subdivisions or road dedication plats

Street monuments are required to be set at street centerline intersections and at radius points of cul-de-sacs, and inter-visibly along street rights-of-way corridors on curve PIs (if within asphalt), PCs, PTs, or Midpoints.

Subdivision monuments shall be installed by the subdivider's land surveyor at such points designated on the final plat as approved by the City Engineer. Monuments must be placed prior to the release of the improvement bonds. All monuments shall be certified by the subdivider's land surveyor as accurate.

5.1.6.2.1 Monument Permit required for new monuments

It is unlawful for any person to install survey monuments having a spatial relationship with any section or quarter section corner without first obtaining from the Salt Lake County Surveyor's Office a monument permit for such installation. All survey monuments installed shall be in accordance with the permit issued and shall be subject to inspection and approval by the Salt Lake County Surveyor's Office.

5.1.6.2.2 Lot and property corners to be monumented

Rebar five-eighths inch in diameter and 24 inches in length, with surveyor cap, shall be located in the ground, flush at finished grade and at all lot corners. Cap shall include the business name or “P.L.S.” followed by the license number of the surveyor in charge. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.

5.2 Bonding for Public Improvements

In accordance with West Valley City Code 7-13-409, a subdivider is required to either complete all improvements, or enter into a performance bond agreement with the city prior to plat recordation to ensure the completion of all required public improvements. Improvements installed prior to plat recording shall be bonded at a rate of 10 percent for the duration of the warranty period and must be inspected during construction by West Valley City Engineering staff.

5.2.1 Bonding Procedures

Performance Bond agreements shall be entered into in accordance with West Valley City Code 7-13-516.

5.2.1.1 Acceptable Bond Agreement Types

- With a surety company licensed to do business in the State of Utah
- An irrevocable letter of credit with a financial institution federally or state insured
- Cash or a cashier's check made payable only to the city

5.2.1.2 Bond Time Period Requirements

Per West Valley City Code; Completion of the improvements within a period of time not to exceed two years from the date the agreement is executed.

The time period for the completion of the required public improvements may be extended in the following manner:

- Upon approval of the City Manager, the time period may be extended an additional two years from the expiration date of the original bond agreement.
- Said approval shall be in a form approved by the City Attorney's Office and in compliance with all provisions of West Valley City Code.

Per Utah State Code 10-20-807; the warranty period for subdivision or other development activity improvements may extend up to one year after final acceptance of the improvement or warranty work. In some cases, the city may require two years of warranty after final acceptance of the improvement or warranty work if the city determines for good cause that a lesser period would be inadequate to protect the public health, safety, and welfare and had substantial evidence of prior poor performance of the applicant, unstable soil conditions within the subdivision or development area, or extreme fluctuations in climatic conditions that would render impracticable the discovery of substandard or defective performance within a one-year period.

5.3 Floodplain Development Requirements

5.3.1 Flood Plain Development

5.3.1.1 Flood Plain Development Permit

In accordance with and to ensure compliance to West Valley City Code, Title 25 (Flood Damage Prevention), a *Development Permit* is required within *Special Flood Hazard Areas* as defined on the FEMA *Flood Insurance Rate Maps* (FIRM).

5.3.1.1.1 Flood Plain Development Permit Procedures

Flood Plain Development Permit Procedures are defined in West Valley City Code 25-4-103.

A Flood Plain Development Permit application is available in the office of the Engineering Division. Contact the engineering development personnel for more information.

5.3.1.1.2 Establishment of a Base Flood Elevation

The FEMA Flood Insurance Study, including floodway data tables and profiles must be used to establish the base flood elevation to the nearest tenth of a foot.

Part 6: General Construction Requirements

The following standards apply to construction activities within the public right-of-way.

6.1 Construction in the Public Right-of-Way

6.1.1 Quality Control

Quality control is the responsibility of the Contractor and shall be performed in compliance with the WVC Minimum Sampling and Testing Requirements.

Contractors doing work or placing materials in a public road or what will become a public road or other infrastructure, will be required to have qualified quality control personnel on site to test and document material placement in accordance with the WVC Minimum Sampling and Testing Requirements.

All work and quality control testing must be performed in coordination with and under the supervision of a West Valley City technician. Random testing locations shall be identified by a West Valley City technician. Inspections with the Engineering Division must be scheduled 24-hours in advance of proposed work.

Quality control documentation must be submitted for all required tests outlined in the WVC Minimum Sampling and Testing Requirements. Documentation will be required prior to the advancement to the next phase of construction and the release of bonds.

6.1.2 Right-of-Way Permit

6.1.2.1 A Right-of-Way Permit is Required

Any excavation work in a West Valley City right-of-way requires a West Valley City Right-of-Way Permit. Exceptions in emergency cases are noted in West Valley City Code 19-2-101.

6.1.2.2 General Right-of-Way Permit Requirements

6.1.2.2.1 Permitting and Licensing Portal

Application for Right-of-Way Permits is made through the West Valley City Permitting and Licensing Portal.

6.1.2.2.2 Insurance and Completion Bond

Insurance requirements shall be per West Valley City Code 19-2-102.

A completion bond is required in the amount specified in West Valley City Code 19-2-102. A minimum amount of $10,000 is required, but a larger bond may be required based upon the extent of the construction.

6.1.2.2.3 Contractor's License

A copy of the contractor's license must be submitted to receive a Right-of-Way Permit.

6.1.2.2.4 Traffic Control Plan

A traffic control plan must be submitted and approved for all work in the public right-of-way prior to issuance of a Right-of-Way Permit.

6.1.2.2.5 Proposed Work Plan

A plan showing the proposed work must be submitted with the permit application.

6.1.2.2.6 Boring or Directional Drilling in the Right-of-Way

Permits involving directional boring will be charged a fee for each instance that a storm drain is crossed to verify the culvert or structure has not been compromised. The contractor will be notified of any damage and required to remedy prior to end of the warranty period.

6.1.2.2.7 Peak Hour Lane Use Restrictions

Certain streets have peak hour lane use restrictions Monday through Friday, requiring an additional fee for peak hour lane restrictions. The Peak Hour Lane Closure fee is shown in West Valley City Code 1-2-110.

The AM Peak is defined as 6:00 am to 9:30 am. The PM Peak is defined as 3:30 pm to 7:00 pm.

Restrictions are as follows:

Peak Hour Lane Closure Fee - Major Roads				
Road	**From**	**to**	**AM Peak**	**PM Peak**
4700 South	2700 West	5600 West	Eastbound	Westbound
4100 South	Jordan River	8400 West	Eastbound	Westbound
3100 South	Redwood Road	5600 West	Eastbound	Westbound
Parkway Blvd/Lake Park Blvd.	Redwood Road	5600 West	Eastbound	Westbound
Parkway Blvd/Lake Park Blvd.	5600 West	7200 West	Either Direction	Either Direction
2700 West	4100 South	2700 South	Either Direction	Either Direction
3200 West	2100 South	4100 South	Either Direction	Either Direction
3600 West	3500 South	4100 South	Either Direction	Either Direction
4000 West	3100 South	4700 South	Either Direction	Either Direction
4800 West	3500 South	Lake Park Blvd	Northbound	Southbound
5600 West	6600 South	6200 South	N/A	Southbound
7200 West	3500 South	SR-201	Northbound	Southbound
6200 South	5600 West	SR-111	Eastbound	Westbound

Peak Hour Lane Closure Fee - Major Roads				
Road	**From**	**to**	**AM Peak**	**PM Peak**
3030 West	Lehman Avenue	3500 South	Either Direction	Either Direction
Lehman Avenue	Market Street	3030 West	Either Direction	Either Direction
Market Street	Lehman Avenue	3500 South	Either Direction	Either Direction
Weigh Station Road	Market Street	3030 West	Either Direction	Either Direction
SR-201 Frontage Road	7200 West	2700 West	Either Direction	Either Direction

6.1.2.2.8 Holidays

Do not perform any work within the public right-of-way without approval except for repairing or servicing equipment, protecting work, maintaining, or curing concrete, and maintaining traffic on the following holidays: New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays that fall on a Saturday will recognize both the preceding Friday and the Saturday as holidays. Holidays that fall on Sunday will recognize both the Sunday and the following Monday as holidays.

6.1.3 Roadway Excavation Restoration Standards

6.1.3.1 Minimum Pavement Replacement Requirements

Any pavement excavation in which the remaining pavement width is less than the width shown below shall be removed and replaced to the existing edge of pavement or adjacent patch.

	Minimum Allowable Remaining Pavement Width
Roads with curb and gutter	2 feet
Roads with no curb and gutter	4 feet

For the final lift of asphalt, joints shall not be placed within the wheel path. If the planned joint location for patches, widening, or repair work would fall within a wheel path, additional asphalt removal may be required to relocate the joint outside the wheel path.

6.1.3.2 Embankment Material

Material used to build fill under a roadway or sidewalk grade shall meet the requirements for *Granular Borrow*, in Section 31 05 13-M of the WVC Special Provisions. Trench backfill requirements are discussed in the Utility Trench section below.

6.1.3.3 Compaction Requirements

Per WVC Minimum Sampling and Testing Requirements.

6.1.3.4 Asphalt Restoration Standard

Trenches in asphalt pavement shall be restored per WVC Standard Drawing 255 – Asphalt Concrete T-Patch

Cuts with a profile deviation of 1/4 inch or greater in a 10-foot area will require a profile grind to eliminate a bump, or re-mill and pave the cut area to fill depressions with a minimum of 2-inches of newly placed asphalt.

6.1.3.5 Concrete Pavement Restoration Standard

Concrete pavement shall be removed and replaced in full panels only. The Engineering Division will define restoration requirements for each excavation. Restoration plans must be approved by the City Engineer prior to the issuance of a permit.

6.1.3.6 Exploratory Pothole Restoration Standard

Exploratory potholes must be backfilled using an approved Flowable Fill (APWA 31 05 15, Part 2.1).

Removed pavement cores may be replaced as the pavement restoration material provided that the core is in good condition and that it is secured and sealed with epoxy or other approved material.

The limits of repair for openings greater than eight (8) inches in diameter are the same as any asphalt repair done in West Valley City right-of-way. The minimum overcut patch required on exploratory potholes is 3 feet by 3 feet. Cold patch asphalt mix is not allowed as a permanent restoration and must be maintained by the contractor until the permanent patch is installed.

6.1.4 Work Zone Traffic Control Requirements

All traffic control placed on West Valley City roads must conform to current MUTCD Standards including maintenance/detours of all pedestrian and bicycle routes. Traffic control plans must be signed and sealed by a Professional Engineer licensed in the State of Utah or be a certified Traffic Control Supervisor. Traffic control must be placed and maintained by a certified Traffic Control Maintainer.

6.1.5 Pavement Cut Moratorium and Special Restoration Standard

West Valley City enforces a pavement cut moratorium on all newly paved or constructed roadways.

6.1.5.1 Pavement Cut Moratorium

1. New or Reconstructed Streets
    a. New Streets shall not be cut for two (2) years from the time of construction. Any new or reconstructed street cut within five (5) years of construction must be restored with the Special Restoration Standard.
    b. Cuts on newly constructed or reconstructed streets within ten (10) years of construction will be subject to a road damage fee assessed according to the age of the pavement per West Valley City Code 1-2-110.
2. Overlaid Streets
    a. Overlaid streets shall not be cut for one (1) year from the time the street was overlaid. Any overlaid streets cut within two (2) years from when the street was overlaid must be restored with the Special Restoration Standard.

b. Cuts on streets overlaid within five (5) years from the time the street was overlaid will be subject to a road damage fee assessed according to the age of the pavement per West Valley City Code 1-2-110.

3. Slurry Sealed Streets
    a. May be cut anytime. If cut within one year of slurry seal, must be restored with Special Restoration Standard.
4. Chip Sealed Streets
    a. May be cut anytime. If cut within one year of chip seal, must be restored with Special Restoration Standard.

6.1.5.2 Special Restoration Standard

6.1.5.2.1 New or Reconstructed Streets and Overlaid Streets

Asphalt T-Patch per WVC Standard Drawing 255. Driving surfaces following T-Patch with a noticeable bump or with a profile deviation of 1/8 inch or greater over a 10-foot area will require a profile grind per APWA 32 01 26 to eliminate the bump, or re-mill and pave the entire cut area to fill depressions with a minimum of 2-inches of newly placed asphalt.

A crack seal around the perimeter of the cut per APWA 32 01 17 and a Frictional Mastic Surface Treatment per WVC Special Provision 32 01 13.55-S is required. Frictional Mastic Surface should be on the full width of pavement and extend to the two nearest intersections or a maximum distance of 500 feet.

Any settlement within the warranty period will require rotomilling and repaving.

6.1.5.2.1.1 Emergency Repairs During Moratorium

In the event an emergency road cut is required by an improvement district during the moratorium period but after the development or construction activity warranty period has expired, a Frictional Mastic Surface Treatment is not required. If profile grinding is necessary to meet the allowable surface tolerance, a fog seal per APWA 32 01 13.50 shall be applied over the ground area.

6.1.5.2.2 Slurry Sealed and Chip Sealed Streets

Asphalt T-Patches per WVC Standard Drawing 255. A crack seal around the perimeter of the cut per APWA 32 01 17 is required.

6.2 Utility Trench Requirements

6.2.1 Trench Safety

Excavating is one of the most hazardous construction operations. Trench safety is the highest priority to West Valley City in any excavation. The contractor is responsible for the safety of the construction site; however West Valley City will issue a Stop Work Order when unsafe conditions are observed. When required by OSHA, protective systems must be put into place to protect workers, either by benching, sloping, shoring or shielding. OSHA access and egress standards must be met by the contractor.

Contractor is responsible to provide safe access into trenches for inspectors to perform backfill density measurements or other inspection purposes.

6.2.2 Backfill and Compaction Requirements in Storm Drain Trenches

All pipe zone material and trench backfill to be performed per West Valley City Special Provision Section 33 05 20-M.

6.2.3 Compaction Requirements in Water, Sewer and other Utility Trenches

Bedding and pipe zone material placed may be in accordance with utility owner requirements. If Sewer Rock or open graded material is used as pipe bedding or pipe zone backfill, a separation geotextile fabric (APWA 31 05 19) must be used.

Trench Backfill to be performed per West Valley City Special Provision Section 33 05 20-M. Any deviations from this standard must be approved by the City Engineer.

6.3 Temporary Surfacing Requirements

6.3.1 Trench Plate Requirements

Trench plates may be placed directly on top of the asphalt when the plate will be in place for 24 hours or less. Surface trench plates must be placed with mastic and secured to the pavement by some mechanical means. Where necessary, plates should be welded together to avoid movement.

Hot or cold mix asphalt must be placed around the perimeter surface of the plate when placed on top of the asphalt surface.

NEVER overcut for a T-Patch when trench plates will be used. Sawcut only after the trench is backfilled prior to asphalt placement.

Any trench plate to be left in place longer than 24 hours must be milled into the asphalt so the top of the plate is flush with the pavement surface.

Use sign W8-24 “Steel Plate Ahead” when steel plates are used. Place sign W8-1 “Bump” with a W16-7P diagonal downward pointing arrow adjacent to the steel plate.

Between the months of November and March, trench plates are not to be used but must be recessed into the pavement if they are necessary.

6.3.2 Temporary Asphalt

Temporary asphalt surfaces are required on any roadway with a right-of-way width of 66 feet or greater by the end of each workday (unless trench plates are to be used). The temporary asphalt must be maintained by the permit holder until the permanent surface is completed and accepted.

Temporary asphalt or trench plates may be required on minor roads at the discretion of the West Valley City Engineering Division, especially if a longer period will pass before final pavement placement.

If trenches remain unpaved for any period during construction, unpaved trenches must be monitored and maintained regularly for safety and dust control purposes. Citations will be issued for unsafe or neglected trenches.

Any pavement placed outside of acceptable paving temperatures and density requirements will be considered temporary pavement.

6.4 Aggregate Base Course Material

6.4.1 Untreated Base Course

Aggregate base course in pavement sections shall meet the requirements of APWA 32 11 23 – *Aggregate Base Courses*, Part 2.1 *Untreated Base Course*, Grade 1-1/2 or Grade 1.

6.4.2 Treated Base Course

Treated base course may only be used with materials containing crushed concrete, and must meet the requirements stated in APWA 32 11 23 – *Aggregate Base Courses*, Part 2.2 *Treated Base Course*, Paragraph C. Grade 1-1/2 or Grade 1.

6.5 Asphalt Pavement Requirements

6.5.1 Asphalt Mix Requirements

All Mix design submittals shall be for hot mix asphalt (HMA).

6.5.1.1 Minor Streets and Minor Collectors

See WVC Special Provision 32 12 05-M

Binder Grade – PG58-28

Aggregate Gradation - SP-1/2

Compaction Level – 50Nd

RAP/ROSP content shall not exceed 15 percent by weight.

6.5.1.2 Major Arterial, Minor Arterial and Collector

See WVC Special Provision 32 12 05-M

Binder Grade – PG64-34

Aggregate Gradation - SP-1/2

Compaction Level – 75Nd

RAP/ROSP content shall not exceed 15 percent by weight.

6.5.1.3 Small Quantity – Asphalt Patch Mix Design

Other mix designs will be considered for small quantity asphalt patches.

6.5.2 Asphalt Placement Standard

See WVC Special Provisions 32 12 05-M and 32 12 16.13-M for asphalt placement requirements.

6.5.2.1 Weather

Paving will not be allowed unless the air temperature is 50 degrees Fahrenheit and rising. Cease paving if air temperature falls below 50 degrees Fahrenheit.

Do not pave if the weather is wet. Cease paving if precipitation begins.

6.5.2.2 Quality Control

Quality control is the responsibility of the Contractor and shall be performed in compliance with the WVC Minimum Sampling and Testing Requirements. Contractors placing asphalt pavement in a public road or what will become a public road or other infrastructure, will be required to have qualified quality control personnel on site to split samples with engineer, perform all necessary quality control testing and obtain cores at locations marked by engineer. Density and thickness will be measured from cores taken by the developer or contractor.

Quality control documentation must be submitted on the placed asphalt for all required tests outlined in the WVC Minimum Sampling and Testing Requirements. Documentation will be required prior to the release of bonds.

6.5.2.3 Quality Assurance

West Valley City reserves the option to perform quality assurance testing at randomly selected locations or to utilize the submitted QC results as QA.

6.5.2.4 Asphalt Acceptance

Refer to West Valley City Engineering Standards Volume II – Minimum Sampling and Testing Requirements.

6.6 Concrete Pavement Standards

6.6.1 Concrete Pavement Restoration Standards

Concrete pavement must be replaced in full panels (this is a deviation from the APWA Standard Drawings). The existing depth must be matched. Tie new panels to existing panels as shown in APWA Plan 256. Dowels and tie-bars must be replaced matching the existing placement.

Contractor is required to place and monitor thermometers capable of recording high and low temperatures in each 24-hour period until concrete reaches 90 percent of design strength.

Some concrete pavement replacement may be required to be completed using pre-cast concrete paving slabs. This will be required when impacts to the traveling public from traditional restoration methods will be more significant. The determination to require pre-cast concrete paving slabs will be reviewed and approved by the City Engineer. When pre-cast concrete paving slabs are required, construction will conform to UDOT Standards for pre-cast concrete paving slabs.

6.7 Concrete Placement Standard

See WVC Special Provision 03 30 04-M.

6.7.1 Placement Weather

6.7.1.1 Cold Weather Concrete Placement

If air temperature is predicted to fall below 32 degrees Fahrenheit within 14 days of placement, follow procedures as shown in APWA 03 30 10, 3.4C. Do not increase cement content in the mix design.

6.7.1.2 Hot Weather Concrete Placement

If the rate of evaporation exceeds 0.2 lb./ft^2/hr, implement practices shown in ACI 305.

6.7.2 Air Entrainment

Concrete should have entrained air per WVC Special Provision 03 30 04-M, unless otherwise specified by the concrete supplier, and approved by the Engineering Division. Admixtures for air entrainment will be allowed on-site to correct low air content results. Only ONE attempt per batch will be allowed. Batch will be rejected if the test immediately following the attempt fails.

6.7.3 Slump

Concrete slump is to be proposed by the concrete supplier, and appropriate for the proposed application i.e., fixed form vs. slip form, etc.

6.7.4 Tempering

Do not add water without notifying the inspector. Water may be added if all conditions of APWA Section 03 30 10 Part 3.3.D are met. Do not add water after 1 cubic yard of concrete has discharged from the delivery vehicle.

6.7.5 Placement Time

Concrete must be placed within 60 minutes of batching if air temperature is greater than 90 degrees Fahrenheit and within 90 minutes if air temperature is less than 90 degrees Fahrenheit. Concrete will be rejected if not placed within these time limits unless approved by the Engineer. Hydration stabilizers will not be allowed to extend placement time.

6.8 Geotechnical Considerations

6.8.1 Soil Stabilization

6.8.1.1 Soft Spot Repair in Sub-Grade

Contractors should propose solutions for soft spot repair techniques and have proposals approved by the City Engineer. Minimum measures should include excavation of soft material, placement of a stabilization fabric and backfill using a granular material.

6.9 Other Construction Considerations

6.9.1 Collars on Utility Covers

Concrete collars on utility covers and survey monuments are required in most circumstances in asphalt paving. Collars shall be constructed in accordance with the standards of the applicable Improvement District or per APWA Plan 362, 413, or 574, whichever is more stringent. In a deviation from the standard drawings, concrete collars are to be recessed below the pavement from 1/8-inch to a maximum of 1/4-inch. Any concrete collar on a utility cover recessed above or below the allowable tolerances must be replaced.

Concrete collars must be protected during concrete curing periods with steel plates. Plates are to be secured and monitored for movement. Damaged concrete or asphalt will be replaced by the contractor.

Utility covers in concrete pavement must be coordinated with the Engineering Division. Utility covers must be considered in joint layout plan.

6.9.2 Survey Monuments

Survey monuments are not to be disturbed without having obtained a Monument Preservation Permit from the Salt Lake County Surveyor's Office.

6.9.3 Patterned Concrete Park Strip

When concrete park strip is to be placed, construct per WVC Standard Drawing WVC 232.1 and WVC Special Provision 32 16 24-S.

6.9.4 Detectable Warning Surface on Pedestrian Access Ramps

The detectable warning surface panels on pedestrian access ramps shall be yellow and adhere to the standards set forth on the UDOT Pedestrian Access Evaluation Form C170. Exceptions must be approved by the City Engineer.

6.9.5 Pipe Removal/Abandonment Standard

When pipes are removed the trench shall be backfilled per WVC Special Provision 33 05 20-M. All existing pipes that are to be abandoned in the right-of-way should be completely removed when feasible.

6.9.5.1 Gravity Pipe Removal/Abandonment

Complete removal will be required on reconstruction projects or when the removal does not require excessive disturbance of hard surface improvements as determined by the City Engineer. If the pipe removal will result in excessive disturbance of hard surface improvements the abandoned pipes shall be filled completely with flowable fill meeting requirements of APWA Section 31 05 15. In rare circumstances where removing the abandoned pipe or placing flowable fill is infeasible, and with approval from the City Engineer, abandoned pipe may be plugged with a permanent, water-tight concrete (4000 PSI) plug extending into the abandoned pipe at least two feet. All openings in walls of remaining manholes, catch basins, or structures must be plugged as well. This will not be an option for pipes showing signs of significant deterioration (i.e. corrugated metal pipes).

6.9.5.2 Pressure Pipe Removal/Abandonment

Complete removal will be required on reconstruction projects or when the removal does not require excessive disturbance of hard surface improvements as determined by the City Engineer. If the pipe removal will result in excessive disturbance of hard surface improvements the contractor shall cap and restrain the pipe with a blind flange or equivalent type of plug.

Part 7: Utilities in the Right-of-Way

7.1 Utilities

7.1.1 Public Utilities in the Right-of-Way

7.1.1.1 Franchise Agreement is Required

A franchise agreement is required prior to the installation of any facilities associated with a public utility within a public right-of-way. Permits will not be reviewed unless a current franchise agreement with the city is in place.

7.1.2 Small Cell Wireless Facilities

7.1.2.1 Small Cell Wireless Facilities Permit Required

Refer to West Valley City Code 7-7-603 for Small Cell Wireless Facility Permits

Part 8: Appendix

8.1 West Valley City Special Provisions

8.2 West Valley City Standard Drawings

WEST VALLEY CITY
2026 ENGINEERING STANDARDS
VOLUME II

MINIMUM SAMPLING AND TESTING REQUIREMENTS

APPLICABLE FOR WORK IN THE PUBLIC RIGHT OF WAY AND ON PUBLIC INFRASTRUCTURE AND APPURTENANCES

WEST VALLEY CITY - PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
ADOPTED BY WEST VALLEY CITY COUNCIL Month Day, 2026

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Part 1: Introduction

This document provides the minimum sampling and testing requirements for all construction materials placed inside the public right-of-way. These requirements are intended to ensure quality and uniform construction of public infrastructure in West Valley City (WVC). This document shall be used to determine the frequency of verification sampling and testing on all public improvements constructed within the city right-of-way. Test results will be used to determine acceptance or rejection of material placed. Where permitted by contract provisions, some rejected material may remain in place at the discretion of the Engineer with appropriate adjustments to the contract price. Exceptions to specific sampling and testing requirements must be approved by the City Engineer.

1.1 Modifications

Sections that have been modified from the previous version are noted with a solid vertical line to the right of the paragraph.

1.2 Testing Standards

Generally, WVC uses the Utah Chapter of the APWA Standard Specifications which typically outline sampling and testing frequencies. This guide has been assembled to consolidate that information and to provide guidance to personnel responsible for verification sampling and testing. However, some of the requirements in this guide have modified those found in the APWA Standard Specifications. In case of difference between this guide and the APWA Standard Specifications, this guide governs. Also, when a submitted manufacture's recommendation differs from the requirements outlined in this guide or APWA Standards, the most stringent requirement applies for acceptance.

Items not identified in these minimum sampling and testing requirements still require appropriate testing or verification as outlined in the Utah Chapter of the APWA Specifications, supplemental specifications and/or approved special provisions.

1.3 General Procedures

1.3.1 Contractor Submittals

Contractor submittals are required for all materials placed in the public right-of-way. Refer to the APWA Standard Specifications or project special provisions for submittal requirements. All submittals must be reviewed and approved by the Engineering Division **prior** to placement. Once approved, contractors are not allowed to change material or material source without submitting and obtaining approval for the new material.

1.3.2 Lots and Sub-lots

Lot sizes and requirements vary depending on the type of material being placed. Acceptance is based upon lots. A Lot will not be accepted with a defective sub-lot. Any failed sub-lot will result in rejection of the entire lot in accordance with APWA Section 01 35 10.

Each lot requires a report. Do not combine different lots or materials on the same report. Separate lots will be required if the work being tested is not continuous.

1.3.3 Quality Control

The contractor is responsible for quality control. Part of those responsibilities include providing all testing and substantiating documentation needed to show specification compliance. The Contractor is required to promptly submit the documentation to the WVC Engineering Division for review. Materials placed without proper testing and supporting documentation provided by the contractor will not be accepted. In addition, Contractor's field quality control testing does not constitute acceptance. Such testing, however, may be used by ENGINEER for acceptance at the discretion of the Engineer.

1.3.4 Quality Assurance

The WVC Engineering Division must obtain documentary evidence to certify the materials incorporated into each project are in conformance with the approved plans and specifications. Verification of conformance is required prior to acceptance of materials placed and when applicable, payment to the contractor for materials furnished and work completed. This verification may be accomplished by performing quality assurance testing independent from the contractor, splitting samples with the contractor, utilizing the Contractor's quality control results, or a combination thereof. The method of acceptance will be determined by the City representative based upon project complexity, schedule, and available resources. The acceptance method may vary throughout the project at the discretion of the City; however, the contractor is required to provide all quality control documentation regardless of acceptance method.

Samples of any material may be taken at any time. Any material found to be out of specification shall be rejected and removed from the project site at the contractor's expense or be subject to applicable price adjustments.

In the case of a failure to meet the material quality requirements, the documentation will constitute the basis for rejection of work, or it may be the basis for its acceptance upon appropriate contract price adjustment where permitted under the contract provisions. If such contract provisions do not exist and negotiations are unattainable, the material will be rejected and require replacement. Complete records including test and inspection reports covering acceptance or rejection are to be maintained in the project files. Refer to WVC Engineering Standards for development projects.

1.3.5 Application of Pay Factors on Developments

Acceptance of materials placed on development projects with pay deduction factors defined by specification will be based on material test results falling within the requirements for Pay Factors of 1.00.

With approval from the City Engineer, a material lot may remain in place with test results falling below a Pay Factor of 1.00. Applicable pay factors found in the specifications will be applied to the deficient lot and the deduction will be paid by the Developer to the City. Calculation of the deduction will be based on actual contract unit prices paid to the contractor. The Developer will be required to show documentation of contract prices. The city retains sole discretion to accept a Pay Factor for materials placed in reject.

Part 2: Backfilling – Roadways/Structures/Trenches

Backfilling Roadways

Assurance: In-place density

Assurance Reference: ASTM D2922

APWA Reference: Section 31 05 13, Section 31 23 26, Section 32 05 10

Lot Size: Production Day

Frequency per Lot: One test per lift per sub-lot. A sub-lot is 1000 square yards of contiguous area. If area is not contiguous, lot sizes for Base Course Type II apply.

Required Density: 95 percent or greater relative to a modified proctor density (A-1 Soils) or standard proctor density (all other soils), APWA Section 31 23 26.

Comments: N/A

Backfilling Structures

Assurance: In-place density

Assurance Reference: ASTM D2922

APWA Reference: Section 31 23 26, Section 31 23 23

Lot Size:

Structure Type	Lot Size
Small Structures (e.g. manholes, drainage boxes, etc.):	**Each Structure**
Strip Footings:	40 Linear Feet
Structure Footing excluding strip footings:	225 Square Feet
Embankments:	625 Square Feet
Interior Slab on Grade:	625 Square Feet
Side of Foundation Walls and Retaining Walls:	New lot every time wall changes direction or exceeds 40 Linear Feet

Frequency per Lot: One test per lift on each lot.

Required Density: 95% minimum of modified proctor.

Comments: N/A

Backfilling Trenches

Assurance:	In-place density
Assurance Reference:	ASTM D2922
APWA Reference:	Section 31 23 26, Section 33 05 20
Lot Size:	One pipe, pipe culvert, or box culvert and not more than 40 linear feet along a pipe, pipe culvert, or box culvert. When pipe/culvert connects to a structure the lot is complete and a new lot will begin on the other side of the structure.
Frequency per Lot:	One test per lift on each lot.
Required Density:	95 percent or greater relative to a modified proctor density (A-1 Soils) or standard proctor density (all other soils), APWA Section 31 23 26.
Comments:	N/A

Part 3: Aggregate Base Course

Base Course Type I Placement:	Pavement (includes curb, gutter and waterway when in conjunction with pavement placement).
Base Course Type II Placement:	Curb, Gutter, Waterway, Sidewalk, Driveway Approach, Concrete Park Strip, Pedestrian Ramps, and Flatwork.
Base Course Type III Placement:	Shoulders, landscaping and other non-structural, non-load bearing areas or areas determined by the Engineer as too small to test.

Base Course Type I Placement

Assurance:	In-place density
Assurance Reference:	ASTM D2922
APWA Reference:	Section 31 23 26, Section 32 11 23
Lot Size:	Production Day
Frequency per Lot:	One per sub-lot of 1000 square yards.
Required Density:	95% minimum of modified proctor.
Comments:	N/A

Base Course Type II Placement

Assurance:	In-place density	
Assurance Reference:	ASTM D2922	
APWA Reference:	Section 31 23 26, Section 32 11 23	
Lot Size:	Production Day	
Frequency per Lot:	Curb, Gutter, or Waterway:	One per 200 Linear Feet
	Sidewalk or Concrete Park Strip:	One per 400 Linear Feet
	Driveway approach or misc. Flatwork:	One per 400 Square Feet
Required Density:	95% minimum of modified proctor.	
Comments:	N/A	

Base Course Type III Placement

Assurance:	Visual acceptance of In-place density
Assurance Reference:	Acceptance is limited to materials being furnished from sources found satisfactory under normal sampling and testing procedures.
APWA Reference:	Section 31 23 26, Section 32 11 23
Lot Size:	Production Day
Frequency per Lot:	One report for each day material is placed.
Required Density:	Suitable to overlying surface, or installation, or use. Verify compaction effort with Engineer.
Comments:	N/A

Part 4: Concrete

Concrete Type I Placement: Concrete Paving

Concrete Type II Placement: Includes placement for Curb, Curb and Gutter, Driveways, Drive Approaches, Pedestrian Access Ramps, Sidewalks, Waterways, Flatwork, Patterned Concrete Park Strip, and Surface Utility Collars.

Concrete Type III Placement: Includes Class 2000 and Class 3000 concrete. Also includes Class 4000 concrete that is being used as utility collars underground.

NOTE: Concrete must be placed within 60 minutes of batching if air temperature is greater than 90 degrees Fahrenheit and within 90 minutes if air temperature is less than 90 degrees Fahrenheit. Concrete will be rejected if not placed within these time limits. Hydration stabilizers will not be allowed to extend placement time.

Concrete Type I Placement

Assurance:	Slump, Air Content, and Concrete Temperature
Assurance Reference:	ASTM C143, ASTM C231, ASTM C1064
APWA Reference:	Section 32 13 13, Section 03 30 05, Section 03 30 10
Lot Size:	Paving Day
Frequency per Lot:	For each mix design test until two consecutive batches meet specification at the beginning of placement, after shutdowns of 1 hour or more, and after each failed batch. Randomly thereafter perform one test for every 200 cubic yards placed. If first determination fails, immediately retest. If second test meets specification, immediately retest. Batch is rejected on two failed determinations.
Comments:	Air results to be adjusted per results of correlation testing. Admixtures for air entrainment will be allowed on-site to correct low air content results. **Only ONE attempt per batch will be allowed**. Batch will be rejected if the test immediately following the attempt fails.

Concrete Type I Placement

Assurance:	Air Content Correlation test to determine loss of air through the paver.
Assurance Reference:	ASTM C231
APWA Reference:	Section 32 13 13, Section 03 30 05, Section 03 30 10
Lot Size:	Paving Day
Frequency per Lot:	Two tests, one at the beginning of the pave and one approximately halfway through the pave. Perform air test in front of paver and again from the same load in the finished pavement. Apply adjustment to all remaining air tests.
Comments:	N/A

Concrete Type I Placement

Assurance:	Compressive Strength Test
Assurance Reference:	ASTM C31, ASTM C39
APWA Reference:	Section 32 13 13, Section 03 30 05, Section 03 30 10
Lot Size:	Paving Day
Frequency per Lot:	One strength test on the second batch and randomly thereafter every 800 square yards. Hand placements will be considered Type II Placements. A strength test consists of four cylinders. Break one cylinder at seven days and three cylinders at 28 days. The average strength of these three cylinders will be considered the test result.
Comments:	Refer to APWA Section 32 13 13 for pay deductions applied when strength is under specification.

Concrete Type I Placement

Assurance:	Thickness
Assurance Reference:	ASTM C134
APWA Reference:	Section 32 13 13
Lot Size:	Paving Day
Frequency per Lot:	One core per 1000 square yards. Final areas less than 500 square yards will be added to the previous section. Final areas over 500 square yards will constitute a separate area. Hand placements are considered separately. One core per hand placement area
Comments:	Refer to APWA Section 32 13 13 for pay deductions applied when thickness is deficient.

Concrete Type II Placement

Assurance:	Slump, Air Content, and Concrete Temperature
Assurance Reference:	ASTM C143, ASTM C231, ASTM C1064
APWA Reference:	Section 32 16 13, Section 32 16, 14, Section 03 30 05, Section 03 30 10
Lot Size:	Production Day
Frequency per Lot:	For each mix design test until two consecutive batches meet specification at the beginning of placement, after shutdowns of 1 hour or more, and after each failed batch. Randomly thereafter perform one test for every 50 cubic yards placed If first determination fails, immediately retest. If second test meets specification, immediately retest. Batch is rejected on two failed determinations.
Comments:	Admixtures for air entrainment will be allowed on-site to correct low air content results. **Only ONE attempt per batch will be allowed**. Batch will be rejected if the test immediately following the attempt fails.

Concrete Type II Placement

Assurance:	Compressive Strength Test
Assurance Reference:	ASTM C31, ASTM C39
APWA Reference:	Section 32 16 13, Section 32 16 14, Section 03 30 05, Section 03 30 10
Lot Size:	Production Day
Frequency per Lot:	One strength test for each 50 cubic yards or fraction thereof for each mix design. Visual acceptance and laboratory testing are done at Engineers discretion for daily quantities between 4 and 8 cubic yards. A strength test consists of four cylinders. Break one cylinder at seven days and three cylinders at 28 days. The average strength of these three cylinders will be considered the test result.
Comments:	Refer to APWA Section 32 16 13 for pay deductions applied when strength is under specification.

Concrete Type II Placement

Assurance:	Visual Acceptance of very small quantities of material.
Assurance Reference:	Acceptance is limited to materials being furnished from sources found satisfactory under normal sampling and testing procedures.
APWA Reference:	Section 03 30 05, Section 03 30 10
Lot Size:	Not to exceed 4 cubic yards per day and not to exceed 50 cubic yards of total continuous visual acceptance quantities.
Frequency per Lot:	One report for each day material is accepted.
Comments:	Visual acceptance will not be allowed unless a West Valley City representative is on-site to perform the inspection.

Concrete Type III Placement

Assurance:	Visual Acceptance or as mandated by Contractor Submittal
Assurance Reference:	N/A
APWA Reference:	Section 03 30 05, Section 03 30 10
Lot Size:	Daily Placement
Frequency per Lot:	One report for each day material is accepted.
Comments:	Visual acceptance will not be allowed unless a West Valley City representative is on-site to perform the inspection.

Part 5: Asphalt

HMA Type I Placement: For projects with plan quantities of more than 1,000 tons.

HMA Type II Placement: For small projects with plan quantities of less than 1,000 tons.

-Or-

Type I projects with a production day of less than 500 tons AND when additional production days are not anticipated within 7 calendar days.

HMA Type I Placement

Assurance: Asphalt Sieve Analysis and Binder Content

Assurance Reference: ASTM C117, ASTM C136, ASTM D6307

APWA Reference: Section 32 12 05, Section 32 12 16.13

Lot Size: Production Day

Frequency per Lot: One random sample per 500 tons sub-lot. Binder content by ignition oven test. Sieve analysis on the residue of the ignition oven tests.

If at least three random samples cannot be taken (i.e. less than 900 tons placed), combine test results with the next day of production if it is a similar placement on the same lift, otherwise pay factors will be determined on the available sample results.

The lot may be increased to include up to three production days when agreed upon in advance by both the Contractor and the Engineer when less than 750 tons are anticipated per production day.

Comments: Contractor to sample from grade behind the paver and split the sample with the Engineer. Refer to APWA Section 32 12 05 for pay deductions applied when material is deficient.

HMA Type I Placement

Assurance: Theoretical Maximum Specific Gravity (Rice)

Assurance Reference: ASTM D2041

APWA Reference: Section 32 12 05, Section 32 12 16.13

Lot Size: Production Day

Frequency per Lot: One per sample (500 tons sub-lot) for the first three sub-lots in conjunction with VMA from samples taken with those for gradation and binder content. A determination is the average of two test results split from a single sample.

Comments: The average for the lot will be used to determine density of cores.

HMA Type I Placement

Assurance:	Voids in the Mineral Aggregate (VMA) and Air Voids (V_a)
Assurance Reference:	ASTM D6925 using Superpave Gyratory Compactor
APWA Reference:	Section 32 12 05, Section 32 12 16.13
Lot Size:	Production Day
Frequency per Lot:	One per sample (500 tons sub-lot) for the first three sub-lots in conjunction with Rice determination from samples taken with those for gradation and binder content.
Comments:	N/A

HMA Type I Placement

Assurance:	In-Place Mat Density (Core Densities)
Assurance Reference:	ASTM D5361, ASTM D2725
APWA Reference:	Section 32 12 16.13
Lot Size:	Production Day
Frequency per Lot:	One set of cores per 1000 square yards sub-lots. Collect two cores for each set. Final areas less than 250 square yards will be added to the previous sub-lot. Final areas over 250 square yards will constitute an additional sub-lot.
Comments:	Provide one core from each set to the Engineer immediately after extracting. Refer to APWA Section 32 12 16.13 for pay deductions applied when density is deficient.

HMA Type I Placement

Assurance:	Thickness
Assurance Reference:	ASTM D5361
APWA Reference:	Section 32 12 16.13
Lot Size:	Production Day
Frequency per Lot:	In conjunction with in-place mat density determination.
Comments:	Refer to APWA Section 32 12 16.13 for pay deductions applied when thickness is deficient.

HMA Type I Placement

Assurance:	Smoothness
Assurance Reference:	ASTM E950, ASTM E1274
APWA Reference:	Section 32 01 31
Lot Size:	0.1 Lane Mile (528 feet long one lane wide). Add segments shorter than 250 feet to preceding lot. Treat partial segments longer than 250 feet as a lot.
Frequency per Lot:	N/A
Comments:	Refer to referenced sections in APWA for acceptance procedures. Required on all Major Roads. Consult with ENGINEER prior to paving Minor Roads to determine if profilograph will be required.

HMA Type II Placement

Assurance:	In-Place Mat Density (Nuclear Density Gauge)
Assurance Reference:	ASTM D2950
APWA Reference:	Section 32 12 16.13
Lot Size:	Production Day
Frequency per Lot:	One density determination per 1000 square yards sub-lots. Final areas less than 250 square yards will be added to the previous sub-lot. Final areas over 250 square yards will constitute an additional sub-lot.
Comments:	Refer to APWA Section 32 12 16.13 for pay deductions applied when density is deficient.

HMA Type II Placement

Assurance:	Smoothness
Assurance Reference:	West Valley City Engineering Standards
APWA Reference:	West Valley City Standards
Lot Size:	See Comments
Frequency per Lot:	N/A
Comments:	Cuts with a profile deviation of 1/4 inch or greater in a 10-foot area will require a profile grind to eliminate a bump, or re-mill and pave the cut area to fill depressions with a minimum of 2-inches of newly placed asphalt. If the cut is in a roadway that requires special restoration per the WVC Engineering Standards, the profile deviation is reduced to 1/8-inch or greater in a 10-foot area.

HMA Placement

Assurance:	Visual Acceptance – Requires City Engineer Approval
Assurance Reference:	Acceptance is limited to materials being furnished from sources found satisfactory under normal sampling and testing procedures.
APWA Reference:	Section 32 12 05, Section 32 12 16.13
Lot Size:	Determined by City Engineer
Frequency per Lot:	One report for each day material is accepted.
Comments:	Visual acceptance will not be allowed unless a West Valley City representative is on-site to perform the inspection.

WEST VALLEY CITY
2026 ENGINEERING STANDARDS
8.1 - APPENDIX

WEST VALLEY CITY SPECIAL PROVISIONS

APPLICABLE FOR WORK IN THE PUBLIC RIGHT OF WAY AND ON PUBLIC INFRASTRUCTURE AND APPURTENANCES

SECTION 01 45 00-M

QUALITY CONTROL

This specification changes a portion of Section 01 45 00.
All other provisions of the Section remain in full force and effect.

Add the following to PART 1:

1.7 MINIMUM SAMPLING AND TESTING

A. The West Valley City Minimum Sampling and Testing Requirements shall be used to determine the frequency of sampling and testing on all public improvements constructed within the city right-of-way.

SECTION 01 55 26-M

TRAFFIC CONTROL

This specification changes a portion of Section 01 55 26.
All other provisions of the Section remain in full force and effect.

Add the following to Article 1.5, Paragraph A:

1. Oversees all traffic control operations.
2. Implements the Traffic Control Plan.
3. Remains available 24 hours a day, seven days a week, and can be on-site within 30 minutes of notification.
4. Corrects deficiencies immediately upon verbal or written notification from ENGINEER or representative.
5. Coordinates project traffic control and any traffic pattern alterations or changes with emergency services and local law enforcement agencies.
    a. Coordinates with ENGINEER to send an email to roadwork@wvc-ut.gov anytime traffic patterns are modified.

Add the following to Article 3.2, Paragraph B:

1. Replace any device missing any part of the message or background.
2. Replace or repair graffiti-damaged signs.
3. Replace non-reflective traffic control devices with reflective devices per MUTCD requirements.

Add the following to PART 3:

3.4 SPECIAL TRAFFIC CONTROL PROVISIONS

A. Pedestrian Traffic Control:
    1. Close the sidewalk to public use when approved by West Valley City.
    2. Coordinate with school flagging personnel.
B. Business Access and Signage:
    1. Provide signs that display the names of businesses located in the work zone.
    2. Show motorists how to reach businesses using signage in the work zone.
C. Access to Properties:
    1. Provide access to all affected properties, except for durations less than 24 hours or when achieving concrete strengths.
    2. Notify the occupants of adjacent properties at least 48 hours in advance of change or loss of access and the anticipated duration.
    3. Construct temporary ramps over curb, gutter, sidewalks, and other construction to each residence and business entrance as required for uninterrupted vehicular and pedestrian access.
D. Public Transit:
    1. Keep existing bus stops open and clear for bus service operation.
    2. Minimize bus service disruption in and around the stops.
    3. Coordinate at least 48 hours in advance with Utah Transit Authority for service disruptions or approved Road Closures.

E. Partial or Complete Lane Closure (Without Permit):
   1. Provide a Certified Flagger when work momentarily affects travel lanes. Example: A backhoe maneuvering in a travel lane outside of the construction work zone.
   2. If one traffic lane for each direction cannot be maintained, provide one 12 ft. wide lane with Certified Flaggers alternating traffic flow for each direction.

F. Street Closure: (Permit Required)
   1. Maintain local traffic at all times during the project.
   2. Maintain access to abutting properties at all times via one 12 ft. wide travel lane.
      a. Provide alternative access whenever normal access is blocked and an alternative access method is possible.
      b. Notify affected property owners 48 hours in advance of change or loss of access and the anticipated duration of time.

SECTION 03 30 04-M

CONCRETE

This specification changes a portion of Section 03 30 04.
All other provisions of the Section remain in full force and effect.

Add the following to Article 3.2:

D. Mobile Tow-Behind Concrete Mixer ("U-Cart"):
   1. Mobile Tow-Behind concrete mixers, or similar, are not permitted without ENGINEER approval and an approved mix design.
      a. If approved, may only be used in underground applications (i.e., pipe collars at joints or structure connections, fence posts, etc.).

E. Mobile Volumetric Mixer:
   1. Mobile Volumetric Mixer trucks, or similar, are not permitted without ENGINEER approval.
      a. If approved, may only be used for very small applications (i.e., at-grade utility collars, single panel repairs, etc.).

SECTION 26 56 19-S

ROADWAY LIGHTING

This specification replaces APWA Standard Specification Section 26 56 19 in its entirety.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials and procedures for installing roadway lighting system.

1.2 REFERENCES

A. **ASTM Standards**:
   B3 Soft or Annealed Copper Wire.
   B8 Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
   D2301 Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.

B. **NEMA Standards**:
   250 Enclosures for Electrical Equipment (1000 Volts Maximum).

C. **NFPA Standards**:
   70 National Electric Code.

D. **SSPC Standards**:
   25 BCS Zinc Oxide Alkyld, Linseed Oil Primer for.

1.3 SUBMITTALS

A. Shop Drawings and Product Data: Complete, bound, indexed, large enough for all items included. When requested, supplement the following list with other data as may be required, including detailed scale drawings and wiring diagrams of any special equipment and of any proposed deviation from the Contract Documents:
   1. Performance data for luminaires, including lighting contours on the roadway surface and average maintained level of light in foot-candles.
   2. Shop Drawings for luminaires showing pertinent physical characteristics, type of light source, and wattage.
   3. Shop Drawings of ornamental poles.
   4. Luminaire supports.
   5. Pole bases.
   6. Wiring schematic.
   7. Fixture mounting height.
   8. Drawing showing location of poles and underground power conduit.

B. Warranties and instruction sheets.

1.4 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

A. Notify ENGINEER before performing any work on existing systems.

B. Allow 20 feet minimum overhead clearance across thoroughfares and 12 feet minimum clearance above sidewalk areas. Do not run temporary conductor on top of the ground or across any sidewalk area unless protected in an electrical raceway and barricaded.

C. Maintain existing electrical systems, or approved temporary replacements, in operation for the benefit of the traveling public during the progress of the work, except when shutdown is permitted to allow for alteration or removal of the systems. Do not interfere with the regular lighting schedule.

1.5 GENERAL ITEMS

A. Components of the street lighting system shall be in compliance with the standards, specifications, and styles currently adopted by OWNER for use in the municipal right-of-way.

B. CONTRACTOR shall inspect poles and fixtures upon delivery to the job site and shall protect them from damage until installation is complete and the lighting system is accepted by OWNER.

C. CONTRACTOR shall be responsible to coordinate construction of lighting system with Rocky Mountain Power and OWNER. Confirm final location of Rocky Mountain Power transformers or secondary boxes before starting construction.

D. All Light poles, fixtures, junction boxes, transformers or secondary boxes, underground conduit and wiring shall be placed only within the public street right-of-way and/or designated public utility easement. All underground work shall be completed and inspected prior to construction of permanent roadway, sidewalk, and curb and gutter.

1.6 INSPECTION

A. Two inspections shall be required. CONTRACTOR shall call West Valley City Transportation Division at (801) 955-3726, at least 24 hours in advance to schedule the required inspections.

1. Underground system, including but not limited to conduit, wiring, boxes, compaction, and pole installation.
2. Final inspection after system installation for a complete and operable system.

1.7 IN THE EVENT THAT MATERIALS ARE FURNISHED BY WEST VALLEY CITY

A. CONTRACTOR shall be responsible to inspect poles and fixtures upon receiving material. Material furnished by West Valley City (WVC) to CONTRACTOR shall be the responsibility of CONTRACTOR until final approval of the system; at which time the City will take ownership and the one-year contractor warranty for labor and underground will begin.

B. Anticipate 12-14 weeks for delivery of streetlight assemblies from the manufacturer.

PART 2 PRODUCTS

2.1 EXISTING MATERIALS

A. Where existing systems are to be modified, incorporate existing material in revised system, salvage, or abandon.

2.2 MATERIALS

A. CONTRACTOR shall provide a #4 URD Triplex Aluminum wire or two #6RHH copper conductors (or equivalent copper burial wires) for wiring streetlights and a #6 ground wire (the ground must be green color insulation or bare copper).

B. Permanently label the voltage that the wires are carrying inside the junction box (to be approved by WVC). Install two (2) Bussman HEB-JJ fuse holders or approved equivalent with rubber boots (set screw type only), two 10-amp fuses, and a Homac 3-outlet rubberized aluminum bar connector in each junction box or approved equal.

1. No wire nuts allowed.

C. All wires shall be placed within a 2-inch conduit a minimum of 24 inches below finished grade. Conduit shall be installed under park strip or within the public utility easement behind integral sidewalk except where crossing streets. Conduit under park strips shall be Schedule 40 PVC and conduit under streets shall be Schedule 80 PVC or rigid steel. Conduit entering junction box shall be 6 inches above pea gravel at bottom of junction box.

D. Seal all conduits in each junction box with duct seal. Polywater FST duct sealant or approved equal.

E. Complete all connections and work per current National Electric Code requirements.

2.3 POLES AND LUMINAIRE SUPPORTS

A. Per WVC standard drawings.

2.4 JUNCTION BOXES

A. Junction/Splice boxes shall be pre-cast polymer concrete, 25” x 16” x 24”. See Street Light Details drawing.

B. Manufacture lids with “STREET LIGHTING” in the logo area, in 1-inch recessed letters.

C. Lid Access Points: recessed reinforced steel pull slots to allow removal of cover with a hook or lever. Replace lid if damage occurs to the pulling point.

D. Bolts: stainless steel recessed penta head bolts with washer.

E. Place 6 inches of pea gravel on top 12 inches of free draining granular backfill borrow under junction boxes.

F. Level the top of junction box and grade accordingly.

G. Install concrete collars around junction boxes in all locations except where junction boxes are in concrete paved surfaces. See Street Light Details drawing.

1. Secure ½ inch expansion joint material around the junction box before placing concrete collar.
2. In certain areas, as determined by ENGINEER, junction boxes may be required to be recessed 4-inches and covered by a 4-inch thick concrete slab as a wire theft deterrent.
3. A junction box will be required on both sides of the road at roadway crossings.

2.5 INSULATING TAPE

A. Type 1 vinyl chloride, ASTM D2301.

2.6 LUMINAIRE

A. Per WVC standard drawings.

2.7 CONCRETE AND GROUT

A. Concrete: Class 4000 minimum cast-in-place, Section 03 30 04.

B. Grout: Cement, Section 03 61 00.

PART 3 EXECUTION

3.1 PREPARATION

A. Locate and preserve utilities, Section 31 23 16.

B. Excavate per Section 31 23 16 and backfill per Section 33 05 20.

C. Do not disturb roadway surface, sidewalk, curb, gutter, or other obstructions without approval.

D. Do not block or restrict pedestrian traffic, vehicle traffic, drainage or utilities.

E. Barricade all Excavations in traveled ways.

F. Compact excavated trench material in accordance with Section 33 05 20 to the requirements of the adjacent areas.

G. After backfilling excavations, maintain smooth and well-drained surfaces until permanent repairs are affected.

H. Legally dispose of all excess or waste material.

3.2 POLE FOUNDATION

A. Construct foundation per details indicated and Section 34 41 13.

B. Locations:

1. 24 inches clear from the pull box.
2. Not in a pedestrian access way.

3. Unless specified otherwise:
   a. 5 feet from a new tree.
   b. 10 feet from an existing tree, driveway, or hydrant.
   c. Center of park strip or 24 inches clear from the top back of the curb on wide park strips.

C. Pole Installation:
1. CONTRACTOR is responsible for any damage to underground utilities or structures. CONTRACTOR shall contact Blue Stakes (800-662-4111) prior to any excavation.
2. CONTRACTOR is responsible for verification of streetlight location and restoration of environment compromised by installation.
3. All concrete shall be class 4000 per Section 03 30 04. Placement shall be compliant with Section 03 30 04.
4. Pole shall be plumb and secure.
5. Locate light pole behind signs when there is conflict.
6. All poles located in park strips shall be centered in park strip.
7. Pole shall be cleaned of dirt and debris after installation.
8. Direct burial poles: Install 4-inch thick concrete ring centered on pole and cast-in-place. (**NO Pre-cast is allowed)**. See WVC Standard Drawings LP Sheets for ring diameter.

3.3 CONDUIT INSTALLATION

A. In structural applications, use rigid steel conduit in areas subject to vehicular load, on the surface of structures, inside of structures and foundations, between structures, and the adjacent pull boxes located next to structures.

B. Bury conduit at least 24” deep.

C. Use sizes of conduit indicated or use larger sizes for any run at no additional cost to OWNER. No expanding or reducing fittings will be permitted.

D. Make field cuts square and true so that the ends will come together for full circumference. Paint threads on all rigid steel conduit with rust preventive paint before couplings are made. Repair damaged coating on galvanized steel conduit.

E. Cap all conduit ends with standard pipe caps until wiring is installed. When caps are removed from metallic conduit, provide threaded ends and approved conduit bushings.

F. Clean all existing underground conduit, to be incorporated into the new system, with a mandrel and blow out with compressed air. Where the existing rigid steel conduit systems are to be modified or extended, install rigid steel conduit.

G. Make changes in direction by bending the conduit to a radius which will meet code or, preferable, by the use of standard bends or elbows.

H. Install a No. 12 AWG pull wire or equivalent strength cord in all conduits which are to receive future conductors. Leave at least two (2) feet of pull wire extending beyond each end of the conduit run and secure.

I. Center conduit ends within the bolt circle of traffic signal poles or pedestals.

J. Pack conduit ends with sealant after conductors are installed.

K. Cap all conduit terminated without a pull box and identify its location by monumenting.

3.4 CONDUCTOR INSTALLATION

A. Install wiring per the appropriate articles of NFPA 70. Neatly arrange wiring within cabinets, junction boxes, etc.

B. Splice only at junction boxes, transformer leads, in pole bases, or at control equipment. Splice conductors as per manufacturer's recommendations and codes. Provide a fused connector between the line and the ballast, accessible at the hand holes located in the poles.

C. Provide conduit to separate low-voltage conductors from high-voltage conductors in the same raceway (i.e. poles).

D. Splice insulation shall consist of layers of vinyl chloride electrical insulating tape applied to a thickness equal to and well lapped over the original insulation to provide uninterrupted underwater operation.

E. Leave two (2) feet of slack at each pole. Leave 18 inches of slack above top of pull box grade.

F. Mark termination of each conductor. Where circuit and phase are clearly indicated by conductor insulation, bands need not be used, otherwise use bands.

3.5 GROUNDING INSTALLATION

A. Effectively ground metallic cable sheaths, metal conduit, nonmetallic conduit grounding wire, ballast and transformer cases, service equipment, anchor bolts, metal poles, and pedestals, making all components mechanically and electrically secure to form a continuous system. Use a copper wire strap for bonding and grounding jumpers of the same cross-sectional area as No. 6 AWG for all lighting systems.

B. Ground one side of the secondary circuit of series-multiple and step-down transformers. Ground metal conduit, service equipment, and neutral conductor at service point as required by National Electric Code and electricity company with grounding conductor No. 6 AWG or larger.

C. In all nonmetallic (PVC) type conduit, provide a No. 8 AWG bare copper wire continuously and ground at each junction box.

D. At each multiple service point, unless otherwise indicated, furnish a ground electrode. Use copper coated ground electrodes of steel or iron in one piece lengths at least 3/4 inch in diameter. Do not use electrodes of nonferrous materials less than 1/2 inch in diameter.

E. Bond metal poles by means of a No. 8 AWG bonding wire attached from a grounding bushing to a foundation bolt or to a 3/16 inch or larger brass or bronze bolt installed in the lower portion of the pole.

F. On wood poles, ground all equipment mounted less than eight (8) feet above the ground surface.

G. Ground metallic conduit or bonding conductor system at intervals less than 500 feet to one of the following:

1. 1-inch galvanized pipe driven eight (8) feet deep.
2. 1/2-inch copper rod driven eight (8) feet deep.
3. Metal water main with the approval of the water company. Clean water main thoroughly before connection.

H. Use galvanized grounding bushings and bonding jumpers for bonding metallic conduit in a concrete pull box. Use lock nuts for bonding metallic conduit in steel pull boxes, one inside and one outside of the box.

I. Pull Boxes: Install 3/4-inch x 10 feet copper clad ground rods at each pull box, six (6) inches above bottom. Ground all metal parts, neutral and ground wire with #6 B.C. Use exothermic weld or hammerlock connection.

3.6 JUNCTION AND PULL BOX INSTALLATION

A. Install at locations indicated, and at additional points when conduit runs are more than 200 feet. Without additional cost to OWNER and at CONTRACTOR's convenience add such additional boxes as may be desired to facilitate the work.

B. Rest bottom of pull box firmly on 12 inches thick bed of 1-inch crushed rock extending a minimum of six (6) inches beyond the outside edge of box.

C. Establish grade of top of boxes as for foundations.

D. Place long side of box parallel to curb, unless indicated otherwise.

E. Use box extensions if ballasts or transformers are installed in box.

F. Do not install boxes in Driveway aprons.

3.7 LUMINAIRE AND BALLAST INSTALLATION

A. Immediately before installation, clean all light control surfaces, refractors, and reflectors to provide the maximum lumen output possible. Clean per luminaire manufacturer's recommendations.

B. Mount at height indicated.

C. Adjust luminaires individually to give the optimum light distribution.

3.8 SALVAGE

A. Terminate all conduit abandoned in place at least five (5) inches below finished grade.

B. Exercise care in removing equipment to be reused or salvaged so that it will remain in the condition existing before its removal.

3.9 RESTORATION

A. Replace damaged equipment, concrete work or other fixtures or features disturbed or damaged by the installation.

B. Restore paved surfaces, Section 33 05 25.

C. Finish landscaped surfaces to match existing with grass, Section 32 92 00 or with other ground cover, Section 32 93 13.

3.10 POINTS OF CONNECTION

A. All points of connection to Rocky Mountain Power facilities shall comply with the current release of the Electric Service Requirements Manual published by Rocky Mountain Power and available at; http://www.rockymountainpower.net/esr

END OF SECTION

SECTION 31 05 13-M

COMMON FILL

This specification changes a portion of Section 31 05 13
All other provisions of the Section remain in full force and effect.

Delete Article 1.5 in its entirety.

Add the following to PART 2:

2.12 FREE DRAINING GRANULAR BACKFILL

A. Meet the following gradation:

Table 2 - Free Draining Granular Backfill	
Sieve Size	**Percent Passing**
1 ½ inch	90 to 100
1 inch	20 to 55
¾ inch	0 to 15
3/8 inch	0 to 5

SECTION 31 23 23-M

BACKFILLING FOR STRUCTURES

This specification changes a portion of Section 31 23 23.
All other provisions of the Section remain in full force and effect.

Replace Article 1.7 with the following:

1.7 ACCEPTANCE

A. **Materials:** For material acceptance, refer to:
   1. Common Fill, Section 31 05 13.
   2. Aggregate Base Course, Section 32 11 23.
   3. Cement Treated Fill, Section 31 05 15.

B. **Compaction Requirements**: One test per lift on each lot as defined in Table 1.

Table 1 - Lot Sizes for Backfilling Structures

Structure Type	Lot Size
Strip Footings	40 Linear Feet
Structure Footing excluding strip footings	225 Square Feet
Embankments	625 Square Feet
Interior Slab on Grade	625 Square Feet
Side of Foundation Walls and Retaining Walls	New lot every time wall changes direction or exceeds 40 linear feet
Misc. small structures (e.g. manholes, drainage boxes, etc.)	Each structure.

Replace Article 2.1 with the following:

2.1 BACKFILL MATERIALS

A. Foundation Stabilization (as required):
   1. Granular Backfill Borrow per Section 31 05 13.
   2. Free Draining Granular Backfill per Special Provision Section 31 05 13-M. Material must be completely enclosed with an appropriate separation geotextile per Section 31 05 19 and is to be worked with compaction equipment to consolidate rock and minimize voids.

B. Bedding:
   1. Bedding Options:
      a. Untreated Base Course per Section 32 11 23 unless required otherwise by pipe manufacturer.
      b. Free Draining Granular Backfill per Special Provision Section 31 05 13-M. Material must be completely enclosed with an appropriate separation geotextile per Section 31 05 19 and is to be worked with compaction equipment to consolidate rock and minimize voids.
   2. Material for other pipe types to be per manufacturer's recommendation.

C. Structure Backfill:
   1. Backfill Options:
      a. Untreated Base Course per Section 32 11 23.
      b. Granular Backfill Borrow per Section 31 05 13.

c. Free Draining Granular Backfill per Special Provision Section 31 05 13-M. Material must be completely enclosed with an appropriate separation geotextile per Section 31 05 19 and is to be worked with compaction equipment to consolidate rock and minimize voids.

D. Use a flowable fill (Cement Treated Fill) when vibration is not allowed, or when specified. See Section 31 05 15. Other uses of flowable fill are to be approved by ENGINEER.

E. Materials excavated on site will not be allowed for use on the project without written approval from ENGINEER. All backfill materials must meet specifications.

F. Slag or recycled asphalt material is NOT ALLOWED in the backfill.

Replace Article 3.7 with the following:

3.7 TOLERANCES

A. Compaction: 95 percent or greater relative to a standard or modified proctor density, Section 31 23 26,

B. Lift thickness (before compaction):

1. Eight (8) inches when using riding equipment.
2. Six (6) inches when using handheld compaction equipment.

C. Cement Treated Fill: Compressive strength targets are 60 psi in 28 days and 90 psi maximum in 28 days.

SECTION 32 01 13.55-S

FRICTIONAL MASTIC SURFACE TREATMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Application of an asphalt-aggregate Frictional Mastic Surface Treatment (FMST), as a roadway surface preservation treatment, consisting of an engineered mixture of fine aggregates, clay, polymers, other additives, and asphalt emulsion.

1.2 REFERENCES

A. **AASHTO Standards**:

R 5 Selection and Use of Emulsified Asphalts

T 11 Materials Finer than 75 µm (No. 200) Sieve in Mineral Aggregate T 27 Sieve Analysis of Fine and Coarse Aggregates

T 84 Specific Gravity and Absorption of Fine Aggregate

T 96 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

T 308 Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method.

T 327 Resistance of Coarse Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus.

B. **ASTM Standards**:

C 117 Materials Finer Than 0.075mm (No. 22) Sieve in Mineral Aggregates by Washing

C 136 Sieve Analysis of Fine and Coarse Aggregates D 5 Penetration of Bituminous Materials.

D 244 Emulsified Asphalts.

D 2196 Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield Type) Viscometer

D 6934 Residue by Evaporation of Emulsified Asphalt D 6937 Determining Density of Emulsified Asphalt.

E 1911 Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester.

C. **ISSA Standards**:

ISSA Specifications and Guidelines, Current Edition

TB 100 Wet Track Abrasion of Slurry Surfaces, Modified.

1.3 SUBMITTALS

A. Experience Reports: If requested by ENGINEER, submit the following.

1. List of five (5) projects that have successful product application on bituminous surfaces. Provide names of project contacts.
2. Source and field quality control testing reports performed by CONTRACTOR and Suppliers.

B. Mix Design: Submit the following. Allow ENGINEER 10 days to evaluate the submittal.

1. Date of mix design. If older than 60 days from date of submission, recertify mix design.
2. Proportions of aggregate, filler, water, polymer, and emulsion in the mix.
3. Residual in-place bitumen content, in pounds per square yard.
4. Residual in-place aggregate or mineral solids content, in pounds per square yard.
5. Thickness target for each application coat, in gallons per square yard.
6. Total minimum thickness, in gallons per square yard.
7. Results of a wear resistance or wet track abrasion test current within one (1) calendar year of the proposed mix design.

C. Asphalt/polymer emulsion
   1. Test report meets the requirements of this Section, Article 2.2.
   2. Certificate of analysis and compliance from the manufacturer for each batch.
D. Test reports for aggregate.
   1. Refer to this Section, Article 2.3.
E. Changes in the job mix gradation.
   1. Submit a written request for a change in the job mix gradation.
F. Before Placement: Submit 48 hours before delivery.
   1. Traffic control plan, Section 01 55 26.
   2. List of construction equipment to be used.
   3. Certification from the emulsion supplier stating emulsion meets the requirements in this Section.
   4. Names, certification levels, and years of experience of the testing agency's field technicians that are assigned to the Work.
   5. Name and certifications of the laboratory to be used for testing.
      a. Laboratory must comply with ASTM standards.
   6. Warranty.
G. Quality Control Data as per Article 3.6.

1.4 QUALITY ASSURANCE

A. Foreman of CONTRACTOR's crew or Supplier's representative has completed at least three (3) projects of similar scope. If the crew foreman does not have such experience, Supplier must provide a full-time representative on site during the application.
B. Use a laboratory that complies with ASTM D 3666 and follows Section 01 45 00 requirements.
C. CONTRACTOR must complete the certification program from licensed FMST manufacturer and be approved and certified to apply material from a licensed manufacturer of FMST.
D. Verify mixture delivered to site contains the same emulsion specified in the mix design.
E. Do not change the source of the asphalt emulsion or aggregate without supporting changes in the mix design.
F. Reject product or work that does not meet the requirements of this Section.

1.5 WEATHER

A. Temperature:
   1. Apply surface treatment material if air and pavement surface temperatures in the shade is 55 degrees F and rising.
   2. Cease application if air or pavement surface temperatures are projected to fall below 45 degrees F within 24 hours.
B. Moisture and Wind:
   1. Do not apply surface treatment material to a wet surface (no visible standing water or high sheen), during rain, 24 hours prior to forecast rain, or in unsuitable windy weather.
   2. Cease work if weather or other conditions prolong opening the pavement surface to traffic.

1.6 NOTICE

A. Follow Laws and Regulations concerning when and to whom notices are to be given at least three (3) days before applying surface treatment material.
B. Indicate application time and when the new surface can be used. If necessary, include a map showing closed-off areas.
C. Provide phone numbers of at least two (2) individuals who represent CONTRACTOR who can be reached at any time during the work.

D. Warning of potential vehicle tow-away and other construction issues affecting the neighborhood.
E. Should work not occur on the specified day, issue an updated notice.

1.7 ACCEPTANCE

A. General:
   1. Acceptance is by Lot.
   2. Acceptance is performed by ENGINEER through review and approval of the submitted Quality Control data and yield calculations. ENGINEER may perform additional sampling, testing and verification of any portions of the placement that do not appear to meet requirements.
   3. Dispute resolution, Section 01 35 10.
   4. Opening surface treatment to vehicular traffic does not constitute acceptance.
   5. Observation of CONTRACTOR's field quality control testing does not constitute acceptance.
B. Frictional Mastic Surface Treatment Thickness:
   1. Lot size is one (1) day's production. Sub-lot size is one truck placement.
   2. If yield tests indicate the average application rate for any sub-lot is more than 0.02 gallons per square yard below the target, apply an additional coat of FSMT to meet or exceed target thickness at no additional cost to OWNER.
C. Placement:
   1. Mat appearance.
      a. No runoff onto concrete curbs, gutter pans, and shoulders.
      b. No streaking, drilling, drag marks, or squeegee marks.
      c. No light spots.
      d. No de-bonding.
      e. Straight longitudinal edges with proper joints.
   2. Correct mat placement deficiencies at no additional cost to OWNER.

1.8 WARRANTY

A. Both CONTRACTOR and Supplier shall provide a two (2) year minimum written warranty when the existing pavement is in an appropriate condition (CONTRACTOR and Supplier to determine condition). Warranty covers delaminating, peeling, and premature surface wear.
   1. Before placement, notify ENGINEER if pavement condition or application condition voids the warranty.
   2. ENGINEER may allow or cancel product application at no cost to OWNER if a warranty cannot be given.
B. Acceptable performance after two (2) year period is no delaminating, peeling, or inter- aggregate loss in surface wear. Mechanical disturbances caused by snow plow chatter, studded tires, etc., are excluded from warranty. Repair defective coverage at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 ASPHALT BINDER

A. Emulsified Asphalt incorporated in: CSS-1, or CSS-1h according to AASHTO R 5 and Table 1.

Table 1 – Physical Properties			
Criterion	**Standard**	**Min**	**Max**
Tests on Emulsion			
Viscosity at 25 degrees C, seconds	D 244	15	100
Particle Charge Test (a)		Positive	
Residue by distillation, percent		57	--
Tests on Residue from Evaporation			
Penetration at 25 degrees C, 100 g, 5 seconds	D 5	15	150
NOTES			
(a) In case of inconclusive particle charge, material having a pH value of 6.0 will be acceptable as a CSS type.			

2.2 AGGREGATE

A. Material:

1. Clean and free from organic matter or other detrimental substances.
2. Light weight with the following properties.

Table 2 - Aggregate Properties			
Criterion	**Standard**	**Min**	**Max**
Water absorption, percent	T 84	--	10
Micro-Deval, percent (b)	T 327	--	20
NOTES (a) Test results are on aggregate received before blending into sealer. (b) Micro-Deval wear of aggregate retained on No. 60 sieve.			

B. Gradation: Analyzed on a dry weight and percent passing basis.

1. Material passing any sieve and retained on the next consecutive sieve is 45 percent maximum.
2. Target Grading Curve must lie within the Master Grading Band.

Table 3 - Master Grading Band and Target Tolerance Limits			
Sieve	**Standard**	**Master Grading Band Limits Percent Passing** [a]	**Production Tolerance** [b]
No. 8	C136	100	
No. 16		80 - 100	+/- 5
No. 30		75 - 100	+/- 5
No. 60		50 – 85 [c]	+/- 5
No. 100		40 - 65	+/- 5
No. 200	C117	25 - 65	+/- 5
NOTES (a) Test results are on aggregate received before blending into sealer. (b) Production tolerance is the allowable variation from the Target Grading Curve during production. (c) Provide gradation such that FMST contains a minimum of 18 percent aggregate above the No. 60 sieve, by weight of the wet mixture.			

2.3 ADDITIVES

A. Use water that is clean, non-detrimental, and free from salt and contamination.

B. Use a minimum of 14% polymer solids content, by weight of asphalt binder.

C. Use clays, other additives as necessary to achieve mix design performance.

2.4 MIX DESIGN

A. Select type and grade of emulsified asphalt, AASHTO R 5.

B. Select set and cure time to meet opening to traffic requirements.

C. Provide a mix meeting the following requirements.

1. Use the same materials and aggregate gradation to be used on the project.
2. Do not change the source of the asphalt emulsion and aggregate without supporting changes in the mix design.

Table 4 – Mix Properties

Test	Standard	Min	Max
Tests on Mix			
Weight per gallon, pounds (a)	ASTM D 6937	Report	
Solids content by evaporation at 130 C, percent (b)	ASTM D 6934	48	--
Rotational Viscosity @ 20 RPM / RV spindle, (cPs) @ 25 C	ASTM D 2196	800	4000
Tests on Residue from Evaporation			
Asphalt binder content of cured mix (130 degrees C method), percent (b)	AASTHO T 308	30	--
Mineral aggregate and fines content of cured mix (130 degrees C method), percent (b,c)	AASHTO T 308	50	--
Wet-track abrasion loss, (72-hour soak), g/m^2 (e)	ISSA TB 100 Modified	--	80
Asphalt content by ignition method, percent (b,c)	AASHTO T 308	30	--
Dynamic friction test number, 20 km/h (b,d)	ASTM E 1911	> 90 percent of base value	

NOTES

(a) Use the modified method to account for a fine emulsion mixture. Required for calibration of application equipment and for field control and acceptance

(b) A 500 to 1000-gram representative sample of the mix shall be dried in a suitable oven until weight loss ceases. Solids content shall then be defined as the net residual weight divided by the net original weight, expressed in percent. Retain this residual dried mix for AASHTO T 308 tests if required.

(c) Due to the high binder content of the mix, the sample size processed in the ignition oven may need to be adjusted to not exceed the binder content allowable for a particular model ignition oven. IMPORTANT: This test should be performed on a completely dry sample.

(d) Establish base friction value using a prepared laboratory compacted slab of any ENGINEER approved mix as the surface to be tested. The Dynamic Friction Test (DFT) number ratio should indicate that after application of the mastic seal, the surface retains the required minimum percentage of the original pavement surface's DFT number. Based on a minimum of three (3) slabs with three (3) measurements per slab. Value for information only. Will not be used for project control.

(e) See UDOT for Guidelines for Modifications of ISSA TB 100

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

A. Paver: Use a continuous-flow mixing unit.
   1. Capable of applying at least 15,000 square yards of material per day.
   2. Equipped with a full sweep agitation system to assure proper suspension of fine aggregates.
   3. Equipped with an operator control station that adjusts material spread rate in accordance with the project calibration process.
   4. Equipped with a filtering system to catch particles that plug in nozzles.
   5. Equipped with a retractable spray bar capable of applying the mixture without drilling. The bar should be positioned to meet calibration requirements.

B. Storage Tanks:
   1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load**.**
   2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide, at any given point in the tank, a homogenous mix.

3.2 PREPARATION

A. Paver Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (plus or minus 5 percent) and a ground speed of 300 to 400 feet per minute.
   1. Do not begin or continue the application without ENGINEER's knowledge of the calibration process and equipment settings.
   2. Do not deviate from calibration settings without ENGINEER's knowledge.

B. Surface Repair: Method of payment to be determined by ENGINEER if any of the following repairs are required.
   1. Raising low areas to grade, lowering high areas to grade, hole patching, inlays.
   2. Providing tack coat on highly absorbent, polished, oxidized, or raveled asphalt surfaces or on brick and concrete surfaces**.**
   3. Crack sealing and crack repairing, Section 32 01 17.
   4. Pushing or shoving pavement repairs.
      a. Mill damaged area at least three (3) inches below the required surface elevation.
      b. Install and compact three (3) inches of asphalt concrete (grade designated by ENGINEER).

C. Masking: Mask-off Street Fixtures, end of streets, intersections.

D. Traffic Control:
   1. Implement traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers if work requires maintaining two-way vehicular traffic.
   2. Remove all thermoplastic and pavement marking tape. If existing markings and stripes are to be reestablished, use reflective tabs to mark existing locations before applying surface treatment material. Unless specified otherwise, costs are not included in the work of this Section.

E. Cleaning:
   1. Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material.
   2. Do not flush water or apply pressurized water over cracked pavement unless ENGINEER allows its use and a sufficient time is allowed for drying.

3.3 PROTECTION

A. Trees, Plants, Ground Cover:
   1. Protect trees, plants and other ground cover from damage.

2. Prune trees to allow equipment passage underneath, and repair tree damage at no additional cost to OWNER.

B. Protect structures, curbs, gutters, sidewalks, guard rails, guideposts, etc., from physical damage.

3.4 APPLICATION

A. General:
1. Two separate application coats are required. The first application must be thoroughly set and free of any damp areas before the second application begins.
2. Adjust application rates according to surface conditions, only after obtaining review by ENGINEER and the asphalt emulsion manufacturer.
3. Do not add additional water to the FMST mixture once the required mix design components have been combined at the plant, and do not dilute the mixture at any point after the FMST mixture has been manufactured and loaded for transport.
4. Do not allow runoff of the FMST in any areas outside of specified application limits. Remove runoff at no cost to OWNER.

B. Spreading:
1. Keep material delivery at a constant rate, even if the forward speed of the lay-down machine varies.
2. Do not reduce the application rate along edges or around manhole covers.
3. Apply both applications right to the edge of the pavement. Do not leave uncovered areas near curbs, Street Fixtures, or edges on either application.
4. Make straight lines at all locations.
5. Place product out to the right-of-way line on side streets and intersections.
6. Use hand squeegees to spread the mix in areas that cannot be reached with the distribution spray bar.
   a. Provide complete and uniform coverage.
   b. Avoid unsightly appearance from handwork.

C. Joints:
1. Make transverse joints straight-cut butt type, not overlap type.
2. Place longitudinal joints on lane lines. Limit overlap to three (3) inches maximum.
3. Stop and correct the paving operation if longitudinal or transverse joints have uncovered areas or an unsightly appearance.

D. Lines:
1. Make straight lines along the lip of gutters, the shoulders, the end of streets, and in the street intersections. No runoff on these areas will be permitted.
2. Vary edge lines no more than one (1) inch per 100 feet.

3.5 TOLERANCES

A. Each coat thickness = at least 40 percent of the total thickness.

B. Total thickness = 0.30 gallons per square yard minimum.

3.6 QUALITY CONTROL

A. Perform plant testing as per below, minimum per batch.
1. Solids content by evaporation: 1 per batch, minimum.
2. Rotational viscosity: 1 per batch, minimum.
3. Asphalt binder content of cured mix: 1 per week, minimum.
4. Mineral aggregate and fines content of cured mix: 1 per week, minimum.

B. Perform field yield calculations for each truck placed to verify the application rate. Calculate to the nearest 0.01 gallons per square yard.

C. Submit the following within 2 working days of the end of placement:

1. Summary of all plant production quality control data from the time period covering production of the material for the project.
2. Yield calculations for each truck load, or portion thereof, placed on the project.

3.7 AFTER APPLICATION

A. Raise reflective tabs that were covered over by the application.

B. Clean Street Fixtures.

C. Do not apply permanent pavement markings or striping material until layout and method of payment has been determined by ENGINEER and final application of surface treatment material has been in place at least 10 days, or as permitted by ENGINEER. Layout must be verified by ENGINEER prior to application.

3.8 REPAIR

A. Remove delaminated or non-compliant product found after installation and apply an acceptable product.

B. Remove spatter, mar, and overcoat from curb, gutter, sidewalk, guard rails, guideposts, etc.

C. Remove overcoat from Street Fixtures.

D. Make edge and end lines straight. Provide a good appearance.

E. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.

F. Repair collateral damage caused by construction.

3.9 OPENING TO TRAFFIC

A. Cure time depends on the type of asphalt, mixture characteristics, and weather. Keep traffic off the surface until the material does not track out.

END OF SECTION

SECTION 32 01 31-M

PAVEMENT SMOOTHNESS

This specification changes a portion of Section 32 01 31.
All other provisions of the Section remain in full force and effect.

Replace Article 1.3, Paragraph B with the following:

B. Road Class:

1. Class I: (ESAL < 10^4 per year) Includes maintenance mixes, bike paths, parking lots, residential driveways, light traffic residential streets, light traffic rural farm roads.
2. Class II: **Minor Roads:** (ESAL between 10^4 and 10^6 per year) West Valley City (WVC) Minor Streets and Minor Collectors – See WVC Standards. Includes heavy traffic residential streets, rural farm collector roads, non-industrial parking lots, and urban low-volume collector streets.
3. Class III: **Major Roads:** (ESAL > 10^6 per year) WVC Arterials and Collector – See WVC Standards. Includes high volume collectors, arterials, industrial parking lots (primary load from 3-axle or greater vehicles), climbing lanes, and truck weight stations.

SECTION 32 12 05-M

BITUMINOUS CONCRETE

This specification changes a portion of Section 32 12 05.
All other provisions of the Section remain in full force and effect.

Replace Article 1.3, Paragraph I with the following:

I. **Road Class:** See Section 32 12 05-M.

Replace Article 1.6 with the following:

1.6 ACCEPTANCE

A. Quality Control (QC) is performed by CONTRACTOR or their representative. Each bid schedule is treated independently regarding lots or sub-lots. Perform QC sampling and testing in accordance with the adopted West Valley City Minimum Sampling & Testing Requirements.

1. Gradation and asphalt binder content:
   a. ENGINEER informs CONTRACTOR of the time and place of sampling not more than 15 minutes before the sampling.
   b. CONTRACTOR obtains the sample from behind the paver, field splits the sample, and ENGINEER takes immediate possession of the sample.
   c. Lot Acceptance for Gradation/Asphalt Binder according to Table 1.

Table 1 – Pay Factors

Criteria	Pay Factor	Range of Mean of Deviations of Tests Results in Percentage Points from Binder and Gradation Targets			
		1 Sub-lot	2 Sub-lots	3 Sub-lots	4+ Sub-lots
Binder Content	1.00	0.00 – 0.46	0.00 – 0.41	0.00 – 0.38	0.00 – 0.35
	0.95	0.47 – 0.58	0.42 – 0.52	0.39 – 0.58	0.36 – 0.52
	0.90	0.59 – 0.64	0.53 – 0.56	0.59 – 0.64	0.53 – 0.56
	0.85	0.65 – 0.69	0.57 – 0.61	0.65 – 0.69	0.57 – 0.61
Nominal Sieve	1.00	0.0 – 6.3	0.0 – 5.6	0.0 – 5.3	0.0 – 5.0
	0.95	6.4 – 7.9	5.7 – 7.0	5.4 – 7.9	5.1 – 7.0
	0.90	8.0 – 8.7	7.1 – 7.7	8.0 – 8.7	7.1 – 7.7
	0.85	8.8 – 9.5	7.8 – 8.4	8.8 – 9.5	7.8 – 8.4
No. 8 Sieve	1.00	0.0 – 4.8	0.0 – 4.3	0.0 – 4.0	0.0 – 3.8
	0.95	4.9 – 6.0	4.4 – 5.3	4.1 – 5.0	3.9 – 4.3
	0.90	6.1 – 6.6	5.4 – 5.8	5.1 – 5.6	4.4 – 4.8
	0.85	6.7 – 7.2	5.9 – 6.4	5.7 – 6.2	4.9 – 5.4
No. 50 Sieve	1.00	0.0 – 3.8	0.0 – 3.3	0.0 – 3.0	0.0 – 2.8
	0.95	3.9 – 5.0	3.4 – 4.3	3.1 – 4.0	2.9 – 3.3
	0.90	5.1 – 5.6	4.4 – 4.8	4.1 – 4.6	3.4 – 3.8
	0.85	5.7 – 6.2	4.9 – 5.4	4.7 – 5.2	3.9 – 4.4
No. 200 Sieve	1.00	0.0 – 2.0	0.0 – 1.8	0.0 – 1.8	0.0 – 1.8
	0.95	2.1 – 2.4	1.9 – 2.2	1.9 – 2.2	1.9 – 2.2
	0.90	2.5 – 2.7	2.3 – 2.4	2.3 – 2.4	2.3 – 2.4
	0.85	2.8 – 3.0	2.5 – 2.6	2.5 – 2.6	2.5 – 2.6

NOTES:
(a) Test binder content using a burn-off oven, ASTM D6307.
(b) Determine aggregate gradation by extraction, ASTM D5444.

B. Provide a split sample to ENGINEER for each sample taken.

C. ENGINEER may sample any portion of the HMA that exhibits a non-uniform appearance.

1. CONTRACTOR will repair subjectively sampled portions found to be out of specification at no cost to OWNER.

2. Subjective sample results will not be included in the pay factor calculations.

D. Submit QC data and plant daily production summary to ENGINEER prior to the start of paving subsequent lots.

E. Failure to obtain and provide all required testing will automatically result in test results being deemed out of specification for that lot.

F. Observation of CONTRACTOR's field quality control testing does not constitute acceptance. Such testing, however, may be used by ENGINEER for acceptance at the discretion of ENGINEER.

G. Failure to Notify or Wait for Test: Lots that are not tested by OWNER due to CONTRACTOR failing to notify ENGINEER or failing to wait for testing personnel to be present automatically result in OWNER test results being deemed out of specification.

H. Installation: See Section 32 12 16.13-M acceptance requirements.

Replace Article 2.3, Paragraph D with the following:

D. RAP or ROSP: Free of detrimental quantities of deleterious materials.

1. Do not incorporate more than 15% RAP or RAP binder.
2. No binder grade adjustments are to be used to account for any binder stiffness caused by RAP.
3. Determine RAP binder content by chemical extraction.

Replace Article 2.4, Paragraph A.1 with the following:

1. Mix Designator:
   a. Trails: SP-3/8, PG58-28, 50 Nd
   b. Minor Roads: SP-1/2, PG58-28, 50 Nd
   c. Major Roads: SP-1/2, PG64-34, 75 Nd

Replace Article 3.2 with the following:

3.2 QUALITY CONTROL

A. See Article 1.6 ACCEPTANCE

Add the following to PART 3:

3.3 CEASE PRODUCTION

A. Cease production when any two out of three consecutive lots meet one of the following criteria:

1. Air voids averaged for each lot are less than 2.5% or greater than 4.75%.
2. VMA averages for each lot are not within Target Value +/- 1.25%.

B. Submit a corrective action plan for approval before production continues, indicating the changes in production procedures that will be implemented to correct the deficiencies.

1. Address the specific issues contributing to the cease production.
2. Obtain approval of the revised plan before production continues.

C. ENGINEER may require a new mix design.

D. ENGINEER may require Hamburg Wheel-Track testing up to 5 lots after the cease production order.

1. Sample randomly from behind the paver for up to 5 lots after the cease production order.
2. Failure to meet the requirements of Table 6 will result in rejection of the lot.

3.4 LABORATORY CORRELATION

A. Perform split-sample, paired t-testing with City designated lab based on project quality control testing.

1. Perform split-sample, paired t analysis on all mix acceptance tests and tests related to volumetric properties.

2. Perform paired t analysis as defined in the UDOT Materials Manual of Instruction.
3. Continue paired t-testing until at least two consecutive production days meet $\alpha = 0.05$ for a two-tailed distribution.
4. Resolve discrepancies in lab results within the first five production days.
    a. Cease production if the requirements for two consecutive days of the first five days cannot be met.
    b. Submit a corrective action plan to ENGINEER before production continues, indicating the changes in procedures that will be implemented to correct the deficiencies.
    c. Both CONTRACTOR's and OWNER's designated lab must make paired t-test results available within 24 hours of sampling.

SECTION 32 12 16.13-M

PLANT-MIX BITUMINOUS PAVING

This specification changes a portion of Section 32 12 16.13.
All other provisions of the Section remain in full force and effect.

Replace Article 1.3 with the following:

1.3 DEFINITIONS

A. Lot and sub-lot: See the West Valley City Minimum Sampling and Testing document.
B. Must Grind: See Section 32 01 31.
C. Road Class: See Section 32 12 05-M.
D. Sample: See Section 01 35 10.

Replace Article 1.8, Paragraph E with the following:

E. Compaction: Acceptance is based on core density unless specified otherwise. A Lot is acceptable if density tests are within the pay factor 1.00 limits. At ENGINEER's discretion, a Lot with deficient sub-lot density tests may be accepted, if pay is adjusted using an applicable pay factor in the following table or accepted at 50 percent pay of a sub-lot is in reject. Use the average of the Maximum Specific Gravity tests for each Lot when determining in-place density.

Table 1 – Compaction Pay Factors

Pay Factor	Mat Density, in Percent Relative to ASTM D2041[(a)]		Joint Density, in Percent Relative to ASTM D2041[(a) (d)]	
	Average	Lowest Test	Average	Lowest Test
0.80	More than 98.0	–	More than 98.0	–
1.00	**93.0 to 98.0**	**90.0 or greater**	**91.0 to 98.0**	**89.0 or greater**
0.90	93.0 to 98.0	Less than 90.0	91.0 to 98.0	Less than 89.0
0.80	Less than 93.0	90.0 or greater	Less than 91.0	89.0 or greater
Eng. Analysis	Less than 93.0	Less than 90.0	Less than 91.0	Less than 89.0

Notes:
(a) For overlay design thicknesses of less than 2 inches, mat density targets are reduced by 1% and no joint density cores are taken.
(b) Difference based on actual sublot mat density and sublot core density values.
(c) Report and calculate all density values to 0.1%.
(d) A paving Joint is defined as a longitudinal seam between two adjacent passes of asphalt placed during the project, and where the initial pass cools below 180 degrees F prior to placement of the adjacent pass. Do not take Joint cores where the "Joint" is comprised of existing asphalt or concrete. Use 6 inch diameter cores for joint density determination.

1. Core Density: This method compares the average density of cores extracted from a pavement surface to the maximum theoretical density. CONTRACTOR to take two (2) cores at each location in the presence of and immediately deliver one (1) core to ENGINEER or ENGINEER's representative.
   a. Lot Size: One (1) day production with 1,000 square yard sub-lots or part thereof.
   b. ENGINEER randomly selects and marks coring location for in-place density cores.
      i. Move transversely to a point 1-ft from the edge of the pavement for in-place density if the random location for coring falls within 1-ft of the edge of the overall pavement section (outer part of shoulders).

c. Fill core holes with HMA and compact with mechanical impact means using multiple lifts. Do not fill hole by loose filling of hole and compacting through constant pressure of foot, tool or tire.

d. Joint Sampling Protocol: Use ASTM D3665 to randomly select a total of three (3) longitudinal joint test locations for each joint. Samples are full depth or overlay depth in overlay construction.

i. Use 6 inch diameter cores, centered within 1 inch of center of joint.

ii. Do not core projects smaller than 250 Tons.

e. Testing Protocol: ASTM D2726 for core density and ASTM D2041 (Rice) for maximum theoretical density.

2. Non-Destructive Density Testing by Electronic Gage:

a. Lot Size: One (1) day production, with sub-lots as defined in Article 1.8.E 2 Core Density.

b. Mat Sampling Protocol: Use ASTM D3665 to randomly select in each sub-lot at least two (2) surface test locations.

c. Testing Protocol: ASTM D2950 (nuclear gauge) or AASHTO TP68 (non-nuclear gauge) and ASTM D2041 (Rice) for maximum theoretical density. A non-destructive test is the average of two (2) test samples at each test location with a minimum 90 degree offset between test samples using mix correlated gauges. Use minimum 60 second count with the Nuclear Gauge.

3. Compaction Dispute Resolution:

a. CONTRACTOR:

i. Provide an Independent Testing Agency, Section 01 45 00.

ii. Secure two (2) supplementary cores 10-15 feet in opposing directions from the deficient acceptance test locations.

iii. Fill core holes.

iv. Conduct testing at no additional cost to OWNER.

b. ENGINEER:

i. Accept Lot at full pay if new information shows compliance, or

ii. Accept Lot at pay reduction using new test information, or

iii. Reject Lot.

Add the following to Article 1.8:

H. Profile Roughness and Profile Deviation:

1. Profilograph and any necessary corrective action per Section 32 01 31 will be required on all streets with a:

a. Major Road Mix Design, or

b. Minor Mix design at ENGINEERs discretion.

2. No additional payment is made for smoothness verification procedures.

Replace Article 3.8, Paragraph A Table 4 with the following:

Table 4 – Lift Thickness Tolerance[(a)]		
Mix	**Minimum**	**Maximum**
Bituminous Concrete	2.5 times *nominal* aggregate size	3.5 inches[(b)]

NOTES:
(a) Thickness is measured after compaction.
(b) Maximum lift thickness may be exceeded if CONTRACTOR can demonstrate ability to achieve consistent compaction from top to bottom of lift without breaking down aggregate. Determine compaction consistency by cutting a minimum of 3 random cores in half vertically and testing top and bottom half of cores. If density range between top half and bottom half of each core is equal to or less than 1%, compaction consistency is verified. If range exceeds 1%, placement must adhere to Maximum lift thickness requirement.

SECTION 32 13 13-M

CONCRETE PAVING

This specification changes a portion of Section 32 13 13.
All other provisions of the Section remain in full force and effect.

Replace Article 1.3, Paragraph B with the following:

B. Road Class: See Section 32 12 05-M.

Replace Article 1.5, Paragraph D with the following:

D. Foreman of paving crew has completed at least five (5) projects of similar size and nature.

Replace Article 3.1, Paragraph G with the following:

G. **Vibrating Screed**:
   1. Not Allowed

Add the following to Article 3.6:

G. Use epoxy coated reinforcing in all dowel bars, tie-bars, and baskets.

Replace Article 3.7, Paragraph B.3 with the following:

3. Use of a mechanical control joint void former in lieu of saw cutting is NOT acceptable. Tooling is not acceptable.

Replace Article 3.7, Paragraphs E.1 and E.2 with the following:

1. If a volunteer crack joint falls within 5 feet of the location of the proposed contraction joint, omit the contraction joint, or remove and replace the cracked slab at ENGINEER's discretion.
2. Rout volunteer crack joints to a depth of 1/4 slab thickness per the "Backer Rod Detail" in APWA Plan 261 or remove and replace the cracked slab at ENGINEER's discretion.

Replace Article 3.10, Paragraph E.1 with the following:

1. For speed less than 45 mph: Apply 1/16 inch deep burlap drag or turf drag.

SECTION 32 16 14-S

CURB CUT ASSEMBLY

This specification replaces APWA Standard Specification Section 32 16 13 in its entirety.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Americans with Disabilities Act (ADA) pedestrian access ramps.

1.2 REFERENCES

A. UDOT Standard Specification Section 02771.

B. UDOT PA Series Standard Drawings.

C. UDOT Pedestrian Access Evaluation Form C-170.

1.3 DEFINITIONS

A. **ADA Pedestrian Access Ramp:** Includes pedestrian access elements as contained on the UDOT PA Series Standard Drawings.

B. **Certified Installer:** CONTRACTOR or Subcontractor who has successfully completed UDOT's ADA Pedestrian Ramp Training Course. Refer to: https://connect.udot.utah.gov/business/contractortraining/adapedramp/

C. **Crosswalk (or Pedestrian Street Crossing):**

1. **Unmarked**: That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the roadway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway. In the absence of a sidewalk on one side of the roadway, that part of a roadway included within the extension of the lateral lines of the sidewalk at right angles to the center line.
2. **Marked**: Any portion of a roadway at an intersection or elsewhere distinctly indicated as a pedestrian crossing by pavement marking lines on the surface, which might be supplemented by contrasting pavement texture, style, or color.

1.4 SUBMITTALS

A. Certificate of completion of UDOT ADA Pedestrian Access Ramp Evaluation Training Course for information.

B. Manufacturer's product data sheet and recommended installation instructions for the detectable warning surface.

C. Provide a copy of the current certificate for the Certified Installer.

D. Traffic Control Plan, Section 01 55 26.

E. Concrete mix design, Section 03 30 04.

F. Batch ticket, Section 03 30 10.

G. UDOT Pedestrian Access Evaluation Form C-170.

1.5 OWNER'S INSTRUCTIONS

A. **Alterations**: If the direction of water flow in an existing curb and gutter system is not apparent, proceed as follows:

1. Flood the curb and gutter system to determine the extent of replacement.
2. Flood the curb and gutter system after installation to verify drainage.

B. **Steep Slopes**: Prior to placing concrete, allow ENGINEER time to check slopes and dimensions of construction forms.

1.6 ACCEPTANCE

A. Passing all necessary criteria found on UDOT's Pedestrian Access Evaluation Form C-170.

PART 2 PRODUCTS

2.1 CONCRETE

A. Class 4000, Section 03 30 04.

2.2 UNTREATED BASE COURSE

A. Refer to Section 32 11 23.

2.3 DETECTABLE WARNING SURFACE

A. Use an in-line truncated dome pattern that meets the requirements of UDOT PA Series Standard Drawings.

B. Minimize the number of panels used.

C. Acceptable products for installation:

1. Detectable warning surface shall be **fluorescent yellow** Vitrified Polymer Composite (VPC) Cast-in-Place Tiles embedded in concrete.
2. Tiles shall be 24"x 48" or 24"x 60"
   a. If the tile must be cut, the minimum length of the resulting tile is 3/4 the length of the original tile. Do not cut tiles longitudinally. Remove domes that were cut. Seal cuts to prevent water intrusion.

PART 3 EXECUTION

3.1 3.1 GENERAL

A. A certified ADA Pedestrian Access installer must always be on site when ramps are being formed and installed.

B. Construct as shown in UDOT PA Series Standard Drawings and project plans.

3.2 PREPARATION

A. Implement notification and traffic control plan requirements, Section 01 55 26. Provide safe passage for pedestrians and vehicles.

B. Construct subgrade to the required elevation.

C. Place and compact Untreated Base Course per Section 32 11 23.

D. Forms:

1. Use wood, metal, reinforced fiberglass, or plastic forms free of warps or bends and of sufficient strength to prevent deflection during the placement of concrete.
2. Transition smoothly from curves to a straight section. Keep forms in curves free of flat sections and sharp bends.
3. Anchor securely in place.
4. Clean the inside surface of all dirt, concrete, and foreign material before concrete placement.

3.3 INSTALLATION

A. Verify forms meet requirements per UDOT C-170 Evaluation form prior to concrete placement.

B. Place and finish concrete, Section 03 30 10.

C. Install Detectable Warning Surface:

1. Tiles shall be installed per the manufacturer's recommendations.

2. Use an 8-foot minimum curb cut for Bi-directional crosswalks. A 4-foot minimum curb cut width and detectable warning surface is allowed for two unmarked crossings on streets with less than 66 feet of right-of-way. Approval from ENGINEER is required to use a curb cut width on streets with 66 feet of right-of-way or larger and for locations with marked crosswalks.
3. The tiles shall be installed so that the maximum difference between the tile surface and the adjacent concrete surface is 1/16". Tiles shall be placed in accordance with the slopes shown in the pedestrian access ramp standard drawing.
4. Tiles shall be placed in a manner to eliminate air voids between the tile surface and the concrete surface.
5. Tiles shall be placed with plastic coating intact to protect the tile color. After the ramp has been poured, clean any remaining concrete residue from the tiles.

D. Place contraction joints according to Section 32 16 13.

E. Cure concrete according to Section 03 39 00.

3.4 FIELD QUALITY CONTROL

A. Evaluate ramp using the UDOT Pedestrian Access Evaluation Form C-170 to verify that the curb cut assembly complies with layout requirements.

B. CONTRACTOR shall replace any deficiency found using the evaluation form at no cost to OWNER.

3.5 CLEANING AND REPAIR

A. Remove all debris and concrete dust.

B. Clean surrounding handrails, sidewalks, driveways, approaches, landscaping, and other objects in the vicinity of work.

C. Repair surfaces damaged by saw cutting, grinding, or removal operations at no additional cost to OWNER.

END OF SECTION

SECTION 32 16 24-S

STAMPED CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Furnish materials and construct stamped portland cement concrete in park strips and median islands.

1.2 SUBMITTALS

A. Provide Section 03 30 04 submittals.

B. Submit color chart with specified color sample and patterns.

C. Manufacturer's recommendations for placement.

1.3 ACCEPTANCE

A. Acceptance is by sub-lot. One sub-lot is 50 cubic yards. One lot is one day's production.

B. All sampling and testing to be performed per West Valley City Minimum Sampling and Testing Requirements.

C. Refer to Section 03 30 10 for compressive strength pay factors.

PART 2 PRODUCTS

2.1 MATERIALS

A. Portland Cement Concrete: Class 4000 minimum per Section 03 30 04.

B. Coarse Aggregate: Grade 57 (1") per Section 03 30 04.

C. Color: Two-part shake color compound; base color with color release. Scofield UV-resistant.

1. **Base Color shall be Yosemite Brown (Per Davis Colors or equal approved by ENGINEER).**
2. **Color release shall be Dark Gray (Per Brickform Standard Color Selector Brochure (or equal approved by ENGINEER).**

D. Forms: Wood, metal, reinforced fiberglass, or plastic per Section 03 11 00. Use approved concrete forms on all curves that transition smoothly from curves to a straight section. Keep forms free of flat sections and sharp bends.

E. Expansion Joint Filler: Per Section 32 13 73.

F. Pattern:

1. **Pattern shall be "Ashlar Slate" or equal approved by ENGINEER.**

G. Sealant Compound: Liquid membrane per Section 03 39 00. Sealant compound used on stamped concrete shall be a clear liquid, or clear when dry.

PART 3 EXECUTION

3.1 PREPARATION

A. General:

1. Examine surfaces scheduled to receive concrete formwork for defects.
2. Do not start work until defects are corrected.
3. Curb, gutter, and sidewalk work shall be placed and cured a minimum of seven days prior to placing stamped concrete.

B. Form Construction: Place forms per Section 03 11 00. Obtain ENGINEER's review of forms before placing concrete.

3.2 CONCRETE PLACEMENT

A. Place concrete per section 03 30 10.

B. Do not place concrete until the sub-base course and forms have been checked for line and grade. Moisten the sub-base if required to provide a uniform dampened condition at the time of placement.

C. Place concrete using methods that prevent segregation of the mix. Consolidate concrete with an external screen vibrator or other acceptable methods. Do not use mechanical vibrators.

D. Provide 5-foot test strip.

E. Add concrete base color to the mix at the batch plant. Allow concrete to set prior to application of color release compound. Apply stamped pattern. Wash off the unstamped color release compound after the concrete has set. Follow the manufacturer's instruction.

F. Stamp pattern into fresh concrete in accordance with the manufacturer's recommendations.

3.3 CONTRACTION AND EXPANSION JOINTS

A. Additional contraction and expansion joint requirements per Section 32 13 73.

3.4 FINISHES

A. Tool edges as required to remove sharp or jagged edges.

B. Remove form marks or irregularities from finish surfaces.

3.5 CURING

A. Seal the concrete surface using only a clear sealer.

3.6 FIELD QUALITY CONTROL

A. Line and grade per Section 32 16 13.

3.7 PROTECTION AND REPAIRS

A. Protect concrete work from deicing operations during the 28-day cure period.

END OF SECTION

SECTION 32 17 23-M

PAVEMENT MARKINGS

This specification changes a portion of Section 32 17 23.
All other provisions of the Section remain in full force and effect.

Add the following to Article 1.3:

B. Pavement Markings: Pavement Messages, Pavement Striping, and Pavement Symbols.
C. Pavement Striping: Lines placed parallel with, adjacent to, perpendicular to, or across the flow of traffic, such as lane lines, center lines, edge lines, channelizing lines, crosswalks, stop lines, etc.
D. Pavement Messages: Words generally placed perpendicular to and across the flow of traffic.
E. Pavement Symbols: Arrows, parking space markings, speed measurement, bike rider markings, etc.
F. Long-term stationary: work that occupies a location for more than three days.

Replace Article 1.6, Paragraph A with the following:

A. Apply pavement markings only when the air and pavement temperatures are 50 degrees F and rising.

Add the following to Article 3.3, Paragraph A:

1. First application: after the surface is properly prepared.
2. Second application: no sooner than 14 days after the first.

Add the following to PART 3:

3.10 REMOVE PAVEMENT MARKINGS

A. Use equipment specifically designed for the removal of pavement marking material.
B. Use one of these removal methods:
   1. High-pressure water spray
   2. Sandblasting
   3. Shot blasting
C. Do not use grinding without approval.
D. Do not eliminate or obscure existing striping; instead of removing, cover with black paint or any other covering.
   1. ENGINEER may approve the use of black paint or other obscuring material prior to installation for work durations shorter than “long-term stationary,” as defined in this Section, Article 1.6, and in the Temporary Traffic Control section of the MUTCD.

SECTION 32 93 13-M

GROUND COVER

This specification changes a portion of Section 32 93 13.
All other provisions of the Section remain in full force and effect.

Replace Article 2.2 with the following:

2.2 NATIVE GRASS SEED

A. Use the following seed mixture:

SEED SCHEDULE

SEED NO.	SPECIES NAME		Number of seeds per pound	DRILL SEED			BROADCAST SEED		
	BOTANICAL NAME	COMMON NAME		Pounds of pure live seed per acre	Percent of mix	Seeds per square foot	Pounds of pure live seed per acre	Percent of mix	Seeds per square foot
1	*Agropyron cristatum 'Roadcrest'*	Roadcrest Wheatgrass	311,200	5	22.03%	36	6	16.36%	43
2	*Elymus Wawawaiensis*	Snake River Wheatgrass	120,000	4	6.79%	11	5	5.26%	14
3	*Elymus lanceolatus 'Sodar'*	Sodar Streambank Wheatgrass	156,000	3	6.62%	11	4	5.47%	14
4	*Agropyron trachycaulum*	Slender Wheatgrass	135,000	3	5.73%	9	4	4.73%	12
5	*Festuca ovine 'Covar'*	Covar Sheep Fescue	530,320	2	15.01%	24	3	13.94%	37
6	*Linum lewisii 'Appar'*	Appar Blue Flax	294,848	1	4.17%	7	2	5.17%	14
7	*Sporobolus cryptandrus*	Sand Dropseed	5,600,080	0.5	39.64%	64	1	49.07%	129
TOTAL				**18.5**	**100.00%**	**162**	**25**	**100.00%**	**262**

B. Purity of all seed types: 90 percent.

C. Germination of all seed types: 90 percent.

SECTION 33 05 02-M

CONCRETE PIPE AND CULVERT

This specification changes a portion of Section 33 05 02.
All other provisions of the Section remain in full force and effect.

Add the following to Article 1.3:

C. NASSCO Pipeline Assessment certification for remote video technician.

D. Pipe inspection report for each pipe for review. At a minimum, include the following:

1. The project number, date, and time of the inspection for each pipe inspection, the pipe identification used in the plan set, and the type and size of pipe.
2. A video recording of each pipe inspection in a digital format for remote inspection.
3. Written and still image documentation of locations showing alignment deviations, joint gaps, pipe damage, and any other deficiencies observed.

Add the following to PART 3:

3.4 POST INSTALLATION PIPE INSPECTION

A. Inspect pipes prior to placing hard surfaces over pipe (i.e., asphalt, concrete, etc.).

1. Notify ENGINEER at least 24 hours before performing the inspection.
2. Clean and flush the pipe with water immediately before the inspection.
3. Remote inspection is required unless OSHA requirements can be met for manual inspection.

B. Manual Inspection:

1. Follow OSHA requirements.
2. Observe and document the following:
   a. Cracks: Any crack larger than 0.01 inch
   b. Joint Gaps: Measured to the nearest 1/4 inch
   c. Damage

C. Remote Inspection:

1. CCTV Equipment:
   a. Record video using a crawler-mounted camera capable of panning and tilting to a 90-degree angle with the axis of the pipe and rotating 360 degrees.
   b. Center the camera head in the pipe both vertically and horizontally to allow a clear picture of the entire periphery of the pipe.
   c. Video image must be continuously illuminated, clear, focused, and free from roll, static, or other image distortion qualities that may prevent the reviewer from evaluating the pipe's condition.
      i. Calibrate the video's lighting and focus to view the internal markings within the pipe.
2. CCTV Inspection:
   a. Remote video inspection operator must have a current NASSCO Pipeline Assessment certification.
   b. Use the video image to observe horizontal and vertical alignment deviations, joint gaps, and pipe damage.
      i. Document all observations with captions in the video.
      ii. Note each location and provide a still image in the inspection report.
   c. Do not move the crawler through the pipe at a speed greater than 30 ft/minute.
      i. Stop the crawler and video the entire circumference at each joint.
      ii. Stop the crawler and zoom when necessary to video observations.

SECTION 33 05 20-M

BACKFILLING TRENCHES

This specification changes a portion of Section 33 05 20.
All other provisions of the Section remain in full force and effect.

Replace Article 1.9 with the following:

1.9 ACCEPTANCE

A. **Material**: For material acceptance refer to:
   1. Common Fill, Section 31 05 13
   2. Aggregate Base Course, Section 32 11 23
   3. Cement Treated Fill, Section 31 05 15

B. **Compaction**: One test per lift on every lot for all bedding, pipe zone backfill, and trench backfill material using nuclear density tests, ASTM D2922.
   1. Lot Size: Not more than one pipe, pipe culvert, or box culvert and not more than 40 linear feet along a pipe, pipe culvert, or box culvert.

Replace Article 2.1 with the following:

2.1 BACKFILL MATERIALS

A. Foundation Stabilization (as required):
   1. Granular Backfill Borrow per Section 31 05 13.
   2. Free Draining Granular Backfill per Special Provision Section 31 05 13-M. Material must be completely enclosed with an appropriate separation geotextile per Section 31 05 19 and worked with compaction equipment to consolidate rock and minimize voids.

B. Pipe Bedding:
   1. Rigid Pipe Options:
      a. Untreated Base Course per Section 32 11 23 unless required otherwise by pipe manufacturer.
      b. Free Draining Granular Backfill per Special Provision Section 31 05 13-M. Material must be completely enclosed with an appropriate separation geotextile per Section 31 05 19 and worked with compaction equipment to consolidate rock and minimize voids.
   2. Material for other pipe types to be per the manufacturer’s recommendation.

C. Pipe Zone Backfill:
   1. Rigid Pipe Options:
      a. Untreated Base Course per Section 32 11 23.
      b. Granular Backfill Borrow per Section 31 05 13.
      c. Free Draining Granular Backfill per Special Provision Section 31 05 13-M. Material must be completely enclosed with an appropriate separation geotextile per Section 31 05 19 and is to be worked with compaction equipment to consolidate rock and minimize voids.
   2. Material for other pipe types to be per manufacturer’s recommendation.

D. Trench Backfill:
   1. Rigid Pipe Options:
      a. Untreated Base Course per Section 32 11 23.
      b. Granular Backfill Borrow per Section 31 05 13.
      c. Granular Borrow per Section 31 05 13 with a maximum particle size of 3-inches.
   2. Material for other pipe types to be per the manufacturer's recommendation.

E. Use a flowable fill (Cement Treated Fill) when vibration is not allowed, or when specified. See Section 31 05 15. Other uses of flowable fill are to be approved by ENGINEER.

F. Materials excavated on site will not be allowed for use on project without written approval from ENGINEER. All backfill materials must meet specifications.

G. Pea gravel, slag, or recycled asphalt material is NOT ALLOWED in the trench.

Replace Articles 3.5 and 3.6 with the following:

3.5 BACKFILLING - PIPE ZONE

A. Pipe zone backfill to be installed per Plan 382 unless specified otherwise in this Section. The pipe zone backfill extends from the bedding material to a height of at least 1foot above the crown of the pipe and extends over the entire width of the trench.

B. Placement of the pipe zone materials should be at approximately the same rate on each side of the pipe. The difference in elevation of backfill soils on each side of the pipe should not exceed 6 inches.

C. Slice and tamp to ensure proper placement of pipe zone material under and around the pipe haunch.

D. Do not permit free fall of backfill material that may damage pipe, pipe finish, or pipe alignment.

E. Except where piping must remain exposed for tests, fill the pipe zone as soon as possible.

F. Pipe zone materials shall be placed and compacted in lifts with a maximum loose (uncompacted) thickness of 8 inches of thickness when using riding equipment or 6-inches when using handheld equipment.

G. Compact pipe backfill materials to a minimum of 95 percent or greater relative to a modified proctor density, Section 31 23 26, unless pipe manufacturer requires more stringent installation.

3.6 BACKFILLING - ABOVE PIPE ZONE

A. Follow Plan 381 unless specified otherwise in this Section.

B. Pipe zone materials shall be placed and compacted in lifts with a maximum loose (uncompacted) thickness of 8 inches of thickness when using riding equipment or 6-inches when using handheld equipment.

C. Fill unauthorized excavations with material acceptable to ENGINEER at no additional cost to OWNER.

D. Do not damage adjacent structures or service lines.

E. Install continuous identification tape directly over buried lines per utility owner's requirements, or 18 inches below finished grade.

F. Compact pipe backfill materials to a minimum of 95 percent or greater relative to a standard or modified proctor density, Section 31 23 26, unless pipe manufacturer requires more stringent installation.

Add the following to PART 3:

3.12 BACKFILLING - PIPE BEDDING

A. Pipe bedding to be installed per Plan 382 unless specified otherwise in this Section.

B. Pipe bedding materials shall be compacted in loose (uncompacted) lifts of not more than 8 inches of thickness when using riding equipment or 6-inches when using handheld equipment.

C. Compact pipe bedding materials to a minimum of 95 percent or greater relative to a modified proctor density, Section 31 23 26.

D. Minimum thickness of the bedding layer as shown in Plan 382.

E. The surface of the bedding layer should be graded so that the final grade of the layer meets the specified pipeline grade requirements.

F. The bedding layer should be shaped to support the full length of the pipe section and deleterious materials (e.g., boulders, angular rocks, and gravel) should be removed to prevent damage to the pipe. Maintain a uniform foundation along the barrel of the pipe with sufficient relief for joint connections.

SECTION 33 41 00-M

DRAINAGE SYSTEMS

This specification changes a portion of Section 33 41 00.
All other provisions of the Section remain in full force and effect.

Replace Article 1.2 with the following:

1.1 REFERENCES

A. APWA (Utah Standards):
   Plan 315 Catch basin (without sump)
   Plan 323 Pipe outfall
   Plan 341 Precast manhole (where specified)
   Plan 381 Trench backfill
   Plan 382 Pipe zone backfill

B. West Valley City (WVC) Standard Drawings:
   WVC 255 Asphalt Concrete T-Patch
   WVC 316 Combination Catch Basin and Cleanout Box
   WVC 331 Cleanout Box

C. ASTM Standards:
   C 478 Precast Reinforced Concrete Manhole Section
   C 923 Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals

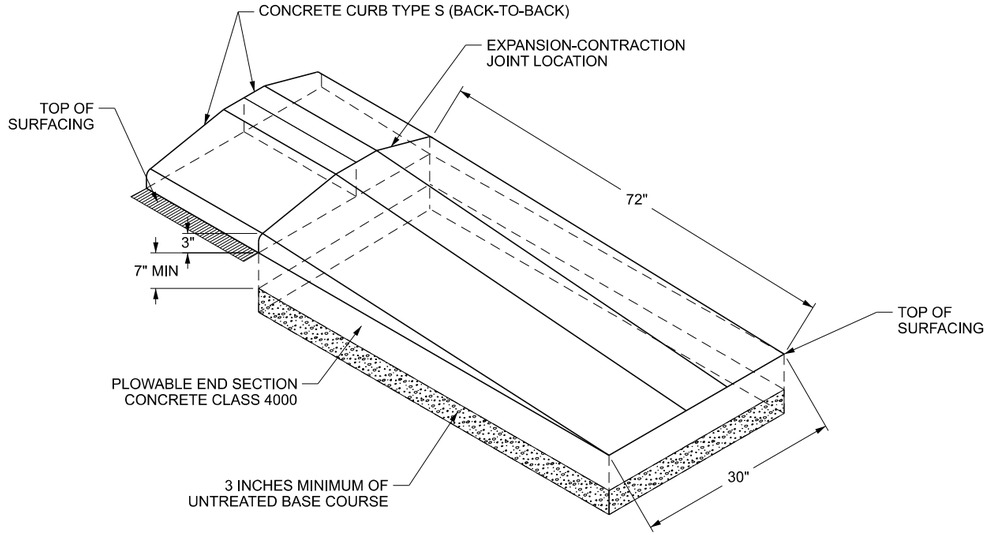
Replace Article 3.6, Paragraph A with the following:

A. Install structures as shown in APWA Plan 315 (without sump), WVC 316 (WVC Modified Combo Box), and WVC 331 (WVC Cleanout Box).

WEST VALLEY CITY
2026 ENGINEERING STANDARDS
8.2 - APPENDIX

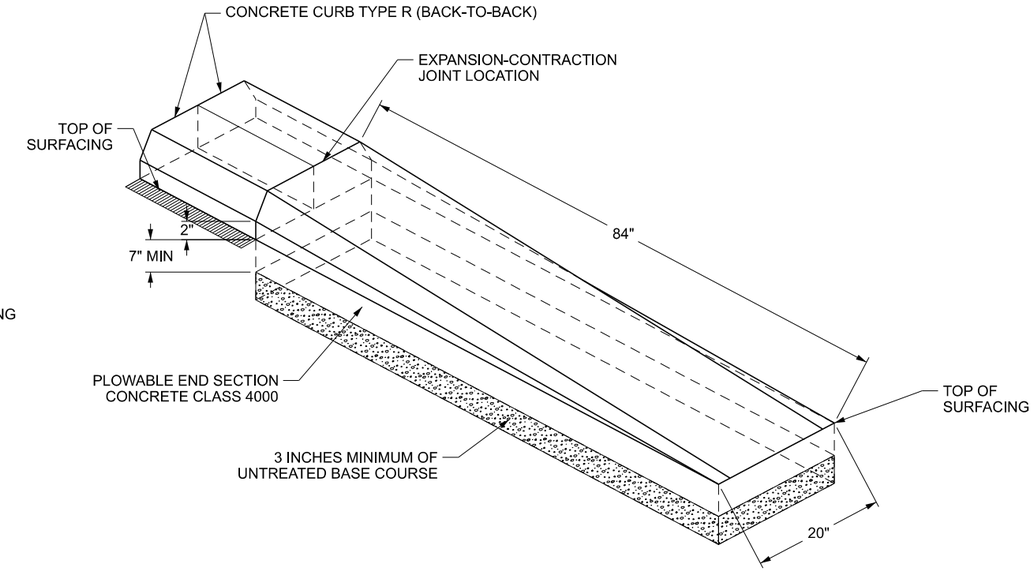
WEST VALLEY CITY STANDARD DRAWINGS

APPLICABLE FOR WORK IN THE PUBLIC RIGHT OF WAY AND ON PUBLIC INFRASTRUCTURE AND APPURTENANCES



PLOWABLE END SECTION DETAIL

TYPE S CURB



PLOWABLE END SECTION DETAIL

TYPE R CURB

NOTES:

1. SEE APWA STD DWG 209 FOR TYPE R AND TYPE S CURB DETAILS.
2. PAINT PLOWABLE END SECTION TO MATCH ADJACENT EDGE LINE. IF NO EDGE LINE PRESENT PAINT PLOWABLE END SECTION YELLOW.

NO.	BY	DATE	REMARKS

REVISIONS

DESIGN ____ CHECK ____

DRAWN ____ CHECK ____

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

DESIGN

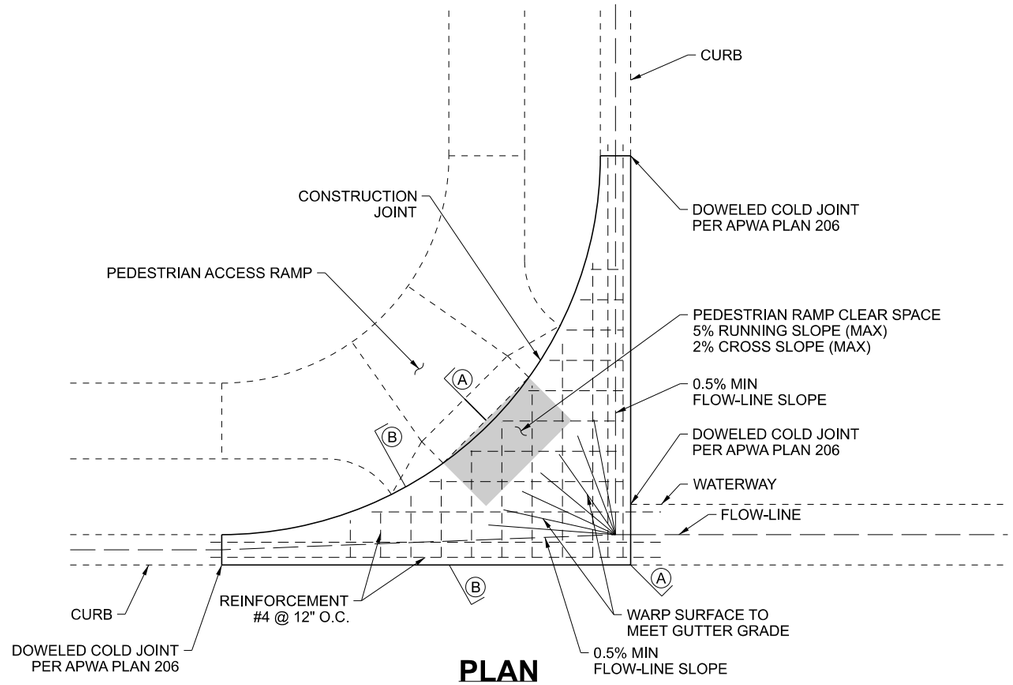
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

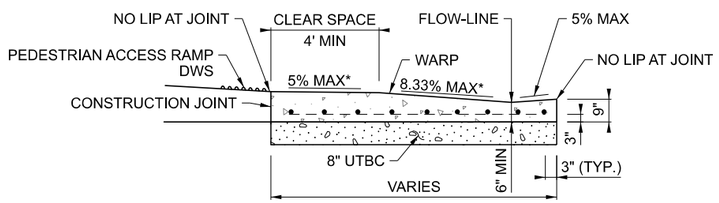
RAISED ISLAND AND PLOWABLE END SECTION

WVC STD. DWG. NO.
WVC 210

4/6/2026 1:13:34 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 210 - Raised Median and Plowable End Section.dgn

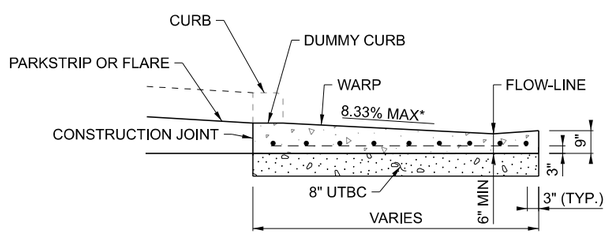


PLAN



SECTION A-A

WITHIN CLEAR SPACE/DWS
* 0.5% MIN SLOPE TO FLOW-LINE



SECTION B-B

OUTSIDE CLEAR SPACE/DWS
* 0.5% MIN SLOPE TO FLOW-LINE

NOTES:

1. GENERAL
   - A. VARIANCE FROM SPECIFIED DIMENSIONS AND SLOPES MUST BE ACCEPTABLE TO THE ENGINEER. SYSTEM CONFIGURATION MAY BE CHANGED AT ENGINEER'S DISCRETION.
   - B. ADDITIONAL REQUIREMENTS ARE SPECIFIED IN APWA SECTION 32 16 13.

2. PRODUCTS
   - A. BASE COURSE: UNTREATED BASE COURSE, APWA SECTION 32 11 23. DO NOT USE GRAVEL AS A BASE COURSE.
   - B. EXPANSION JOINT FILLER: 1/2-INCH THICK TYPE F1 FULL DEPTH, APWA SECTION 32 13 73.
   - C. CONCRETE. CLASS 4000, APWA SECTION 03 30 04. IF NECESSARY, PROVIDE CONCRETE THAT ACHIEVES DESIGN STRENGTH IN LESS THAN 7 DAYS. USE CAUTION; HOWEVER, AS CONCRETE CRAZING (SPIDER CRACKS) MAY DEVELOP IF AIR TEMPERATURE EXCEEDS 90 DEGREES F.
   - D. REINFORCEMENT. GALVANIZED OR EPOXY COATED, DEFORMED, 60 KSI YIELD GRADE STEEL, ASTM A615.
   - E. CONCRETE CURING AGENT: CLEAR MEMBRANE FORMING COMPOUND WITH FUGITIVE DYE (TYPE ID CLASS A), APWA SECTION 03 39 00.

3. EXECUTION
   - A. BASE COURSE PLACEMENT: APWA SECTION 32 05 10. MAXIMUM LIFT THICKNESS BEFORE COMPACTION IS 8-INCHES WHEN USING RIDING EQUIPMENT OR 6-INCHES WHEN USING HAND HELD EQUIPMENT. COMPACTION IS 95 PERCENT OR GREATER RELATIVE TO A MODIFIED PROCTOR DENSITY, APWA SECTION 31 23 26.
   - B. CONCRETE PLACEMENT: APWA SECTION 03 30 10.
     1) INSTALL EXPANSION JOINTS VERTICAL, FULL DEPTH, WITH TOP OF FILLER SET FLUSH WITH CONCRETE SURFACE. INSTALL AT THE START OR END OF A STREET INTERSECTION CURB RETURN. EXPANSION JOINTS ARE NOT REQUIRED IN CONCRETE PLACEMENT USING SLIP-FORM CONSTRUCTION.
     2) INSTALL CONTRACTION JOINTS VERTICAL, 1/8-INCH WIDE OR 1/4 SLAB THICKNESS IF THE SLAB IS GREATER THAN 8-INCHES THICK. MATCH JOINT LOCATION IN ADJACENT PORTLAND-CEMENT CONCRETE ROADWAY PAVEMENT.
     3) PROVIDE 1/2-INCH RADIUS EDGES. APPLY A BROOM FINISH. APPLY A CURING AGENT.
   - C. PROTECTION AND REPAIR. PROTECT CONCRETE FROM DEICING CHEMICALS DURING CURE. FLOW-LINE SLOPE NOT TO BE LESS THAN 0.5%, UNLESS APPROVED BY THE ENGINEER. REPAIR CONSTRUCTION THAT DOES NOT DRAIN. IF NECESSARY, FILL FLOW-LINE WITH WATER TO VERIFY.

NO.	BY	DATE	REMARKS

REVISIONS

DESIGN | CHECK | DRAWN | CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

DESIGN

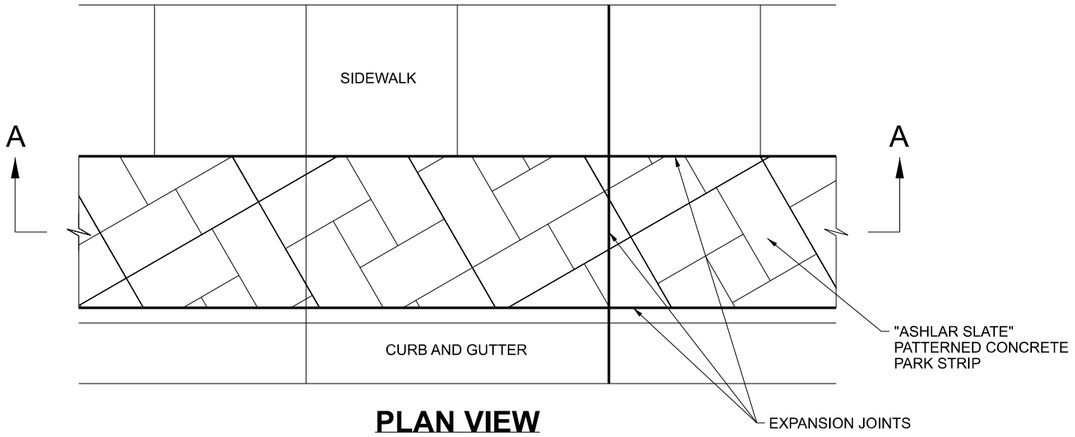
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

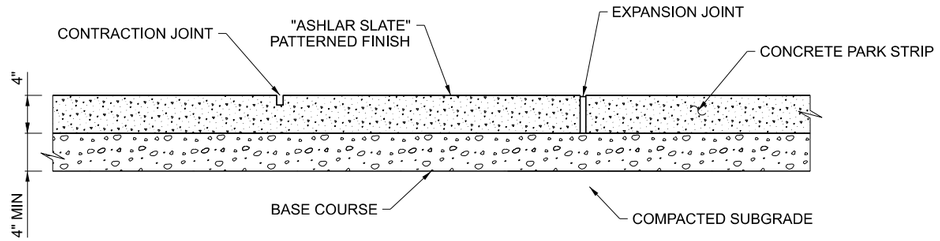
WATERWAY TRANSITION STRUCTURE

WVC STD. DWG. NO.
WVC 213

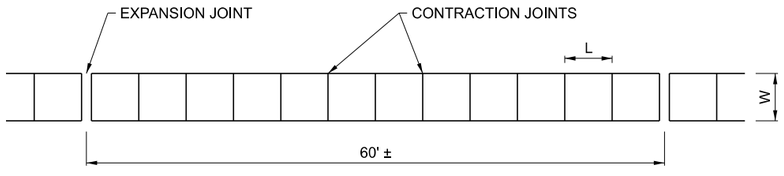
4/6/2026 1:11:58 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 213 - Waterway Transition Structure.dgn



PLAN VIEW



SECTION A-A



$L_{MIN} = W$

L_{MAX} (IN FEET) $= 1.5 \times W$

PARK STRIP JOINT DETAIL

NOTES:

1. GENERAL
   - A. VARIANCE FROM SPECIFIED DIMENSIONS AND SLOPES MUST BE ACCEPTABLE TO THE ENGINEER. SYSTEM CONFIGURATION MAY BE CHANGED AT ENGINEER'S DISCRETION.
   - B. COLOR: TWO-PART SHAKE COLOR COMPOUND; BASE COLOR WITH COLOR RELEASE. SCOFIELD UV RESISTANT:
     1) BASE COLOR: YOSEMITE BROWN PER DAVIS COLORS OR EQUAL APPROVED BY ENGINEER.
     2) COLOR RELEASE: DARK GRAY PER BRICKFORM STANDARD COLOR SELECTOR BROCHURE OR EQUAL APPROVED ENGINEER.
   - C. PATTERN: "ASHLAR SLATE" OR EQUAL APPROVED BY ENGINEER.
   - D. ADDITIONAL REQUIREMENTS ARE SPECIFIED IN APWA SECTION 32 16 13 AND WEST VALLEY CITY SPECIAL PROVISION 32 16 24-S.

2. PRODUCTS
   - A. BASE COURSE: UNTREATED BASE COURSE, APWA SECTION 32 11 23. DO NOT USE GRAVEL AS BASE COURSE.
   - B. EXPANSION JOINT FILLER: 1/2-INCH THICK TYPE F1 FULL DEPTH, APWA SECTION 32 13 73.
   - C. CONCRETE: CLASS 4000, APWA SECTION 03 30 04. IF NECESSARY, PROVIDE CONCRETE THAT ACHIEVES DESIGN STRENGTH IN LESS THAN 7 DAYS. USE CAUTION; HOWEVER, AS CONCRETE CRAZING (SPIDER CRACKS) MAY DEVELOP IF AIR TEMPERATURE EXCEEDS 90 DEGREES FAHRENHEIT.
   - D. CONCRETE CURING AGENT: CLEAR MEMBRANE FORMING COMPOUND WITH FUGITIVE DYE (TYPE ID CLASS A), APWA SECTION 03 39 00.

3. EXECUTION
   - A. BASE COURSE PLACEMENT: APWA SECTION 32 05 10. MAXIMUM LIFT THICKNESS BEFORE COMPACTION IS 8-INCHES WHEN USING RIDING EQUIPMENT OR 6-INCHES WHEN USING HAND HELD EQUIPMENT. COMPACTION IS 95 PERCENT OR GREATER RELATIVE TO A MODIFIED PROCTOR DENSITY, APWA SECTION 31 23 26.
   - B. CONCRETE PLACEMENT: APWA SECTION 03 30 10.
     1) INSTALL EXPANSION JOINTS VERTICAL, FULL DEPTH, WITH TOP OF FILLER SET FLUSH WITH CONCRETE SURFACE.
     2) INSTALL CONTRACTION JOINTS VERTICAL, 1/8-INCH WIDE OR 1/4 SLAB THICKNESS IF THE SLAB IS GREATER THAN 8-INCHES THICK. MAXIMUM LENGTH TO WIDTH RATIO FOR NON-SQUARE PANELS IS 1.5 TO 1. MAXIMUM PANEL LENGTH (IN FEET) IS 1.5 TIMES THE SLAB THICKNESS (IN INCHES).
     3) PROVIDE 1/2-INCH RADIUS EDGES. APPLY A BROOM FINISH. APPLY A CURING AGENT.

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN ___ CHECK ___ DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

DESIGN

PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

PATTERNED
CONCRETE PARK STRIP

WVC STD. DWG. NO.
WVC 232.1

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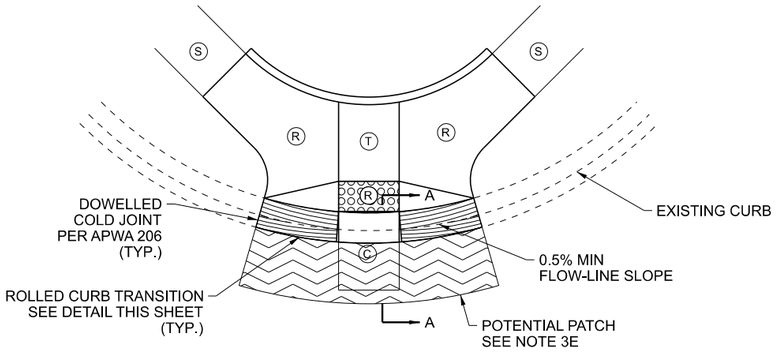
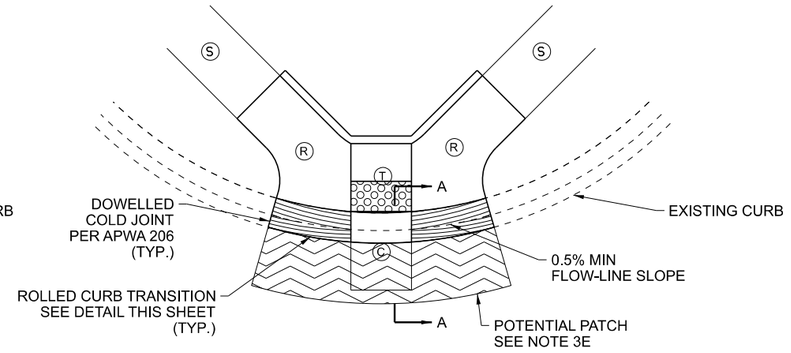
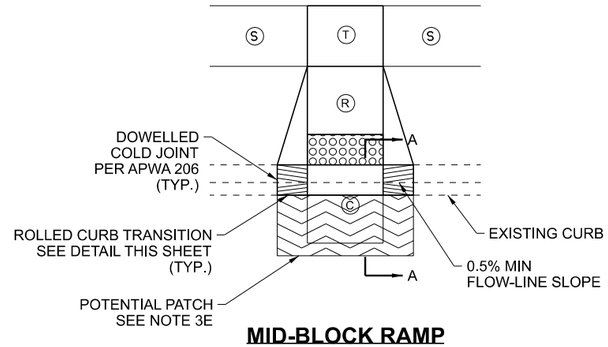


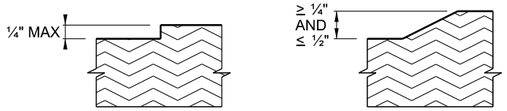
COMBINATION AND PERPENDICULAR RAMP EXAMPLE



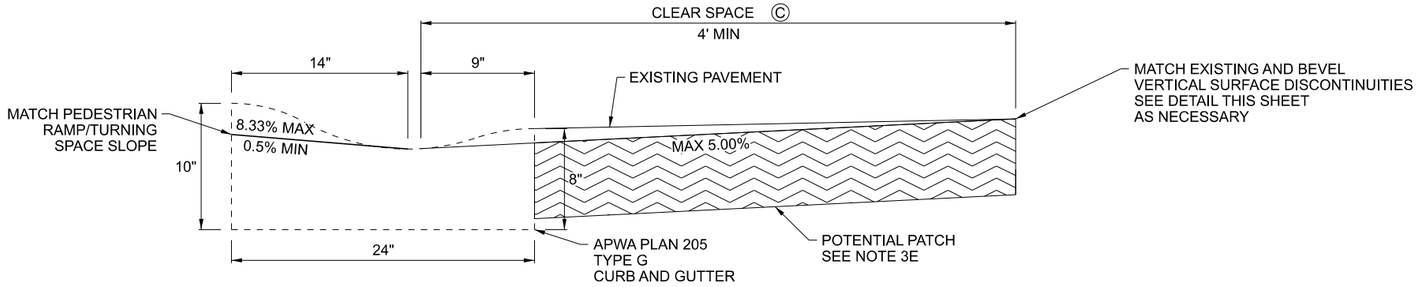
PARALLEL RAMP EXAMPLE



MID-BLOCK RAMP EXAMPLE



BEVEL VERTICAL SURFACE DISCONTINUITIES



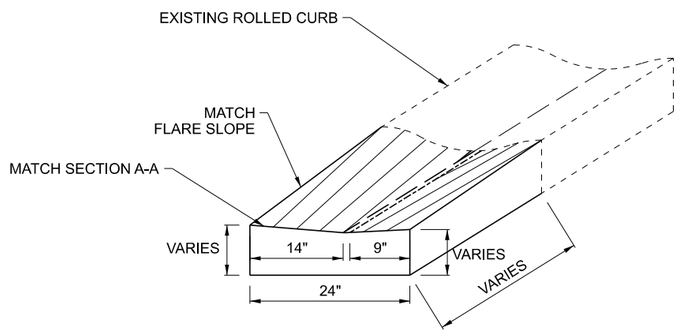
SECTION A-A

NOTES:

1. GENERAL
   - A. THE DRAWING SHOWS TYPICAL ROLLED CURB TRANSITIONS AND CONNECTIONS. REFER TO CONSTRUCTION DRAWINGS FOR ROLLED CURB TRANSITIONS AND CONNECTION LOCATIONS OR REFER TO FIELD LOCATION OF EXISTING ROLLED CURB WHEN DETERMINING ROLLED CURB TRANSITIONS.
   - B. WHERE EXISTING ELEMENTS OR SPACES ARE ALTERED TO RECEIVE AN ASSEMBLY, SLOPES AND DIMENSIONS SHALL COMPLY WITH SLOPES AND DIMENSIONS SHOWN ON THE UDOT PA SERIES STANDARD DRAWINGS, OR TO THE MAXIMUM EXTENT FEASIBLE PERMITTED BY THE ENGINEER. FINAL CONFIGURATION OF THE ASSEMBLY MAY BE DIFFERENT THAN SHOWN.
   - C. DEFINITIONS AND SUPPLEMENTAL REQUIREMENTS ARE SPECIFIED IN WVC SPECIAL PROVISION 32 16 14-S AND UDOT FORM C-170.

2. PRODUCTS
   - A. EXPANSION JOINT FILLER: 1/2-INCH THICK TYPE F1 FULL DEPTH, APWA SECTION 32 13 73

3. EXECUTION
   - A. A COMPLETED ROLLED CURB TRANSITION SECTION SURFACE WILL HAVE A SMOOTH "NON- SLIP" TEXTURED SURFACE FINISH WITHOUT ANY ROUGH EDGES.
   - B. PROTECTION: PROVIDE EXPANSION JOINT FILLER 1/2" THICK WHERE CURB RAMP ADJOINS TO ANY RIGID PAVEMENT OR STRUCTURE WITH THE TOP OF JOINT FILLER FLUSH WITH ADJACENT CONCRETE SURFACE.
   - C. REPAIR CONSTRUCTION THAT DOES NOT DRAIN. FLOW-LINE SLOPE NOT TO BE LESS THAN 0.5%, UNLESS APPROVED BY THE ENGINEER. IF NECESSARY, FLOOD FLOW-LINE WITH WATER TO VERIFY.
   - D. CONSTRUCT THE DEPRESSED CURB TO BE FLUSH WITH ADJACENT SURFACES (RAMPS, TURNING SPACE, CLEAR SPACE, FLARES).
   - E. IF NECESSARY, SAWCUT AND REPLACE PAVEMENT 4 FEET FROM LIP OF CURB AND FLARE TO FLARE, TO PREVENT TRIP HAZARDS IN THE CLEAR SPACE.
     1) MINOR ROADS: REPLACE PAVEMENT WITH 4 INCHES OF HOT MIX ASPHALT MINOR ROAD MIX.
     2) MAJOR ROADS: REPLACE PAVEMENT WITH 6 INCHES OF HOT MIX ASPHALT MAJOR ROAD MIX.
   - F. CONSTRUCT GRADE BREAKS TO BE FLUSH, PREVENT OR CORRECT ANY VERTICAL DIFFERENCES IN SURFACES GREATER THAN 0.5 IN. BEVEL VERTICAL DIFFERENCES BETWEEN 0.25 IN AND 0.5 IN WITH A SLOPE NOT STEEPER THAN 2H:1V ACROSS THE VERTICAL DIFFERENCE.



ROLLED CURB TRANSITION

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN | CHECK | DRAWN | CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

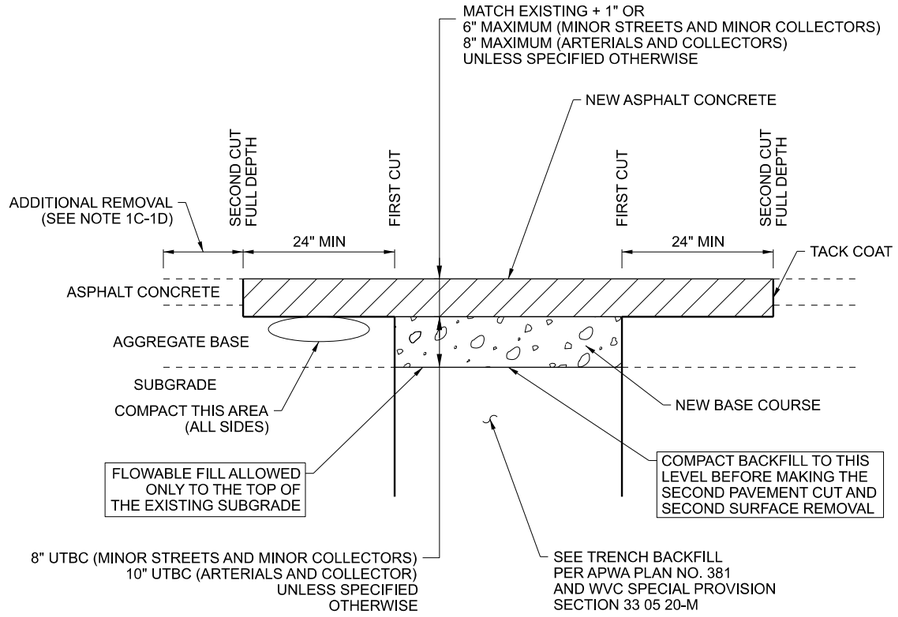
DESIGN
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

PEDESTRIAN ACCESS RAMP
ROLLED CURB TRANSITION

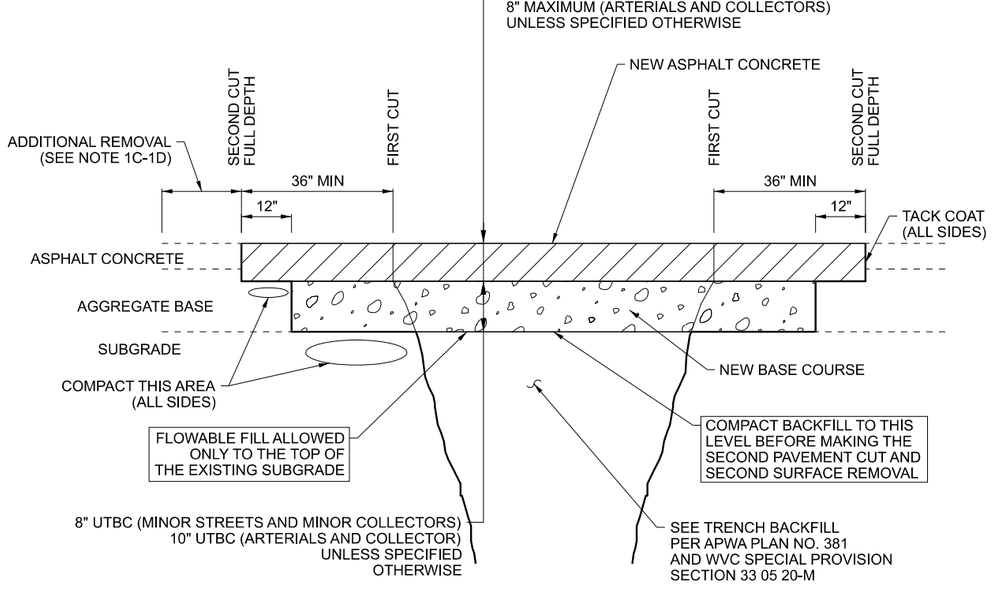
WVC STD. DWG. NO.
WVC 239

4/6/2026 1:29:57 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 239 - PAR Rolled Curb Transition.dgn



SHALLOW EXCAVATION

(LESS THAN 72 INCHES FROM PAVEMENT SURFACE TO BOTTOM OF EXCAVATION)



DEEP EXCAVATION

(MORE THAN 72 INCHES FROM PAVEMENT SURFACE TO BOTTOM OF EXCAVATION)

NOTES:

1. GENERAL
   - A. VERTICAL CUTS IN ASPHALT CONCRETE MAY BE DONE BY SAW OR PAVEMENT ZIPPING. IF CUTS GREATER THAN 10 INCHES ARE NECESSARY TO PREVENT PAVEMENT "BREAK OFF" CONSULT ENGINEER FOR DIRECTIONS ON HANDLING ADDITIONAL COSTS.
     - a. FIRST CUT IS TO BE THE WIDTH OF THE TRENCH AND IS INCIDENTAL TO THE PIPE REMOVAL/INSTALLATION PAY ITEMS.
     - b. SECOND CUT IS NOT TO BE PERFORMED UNTIL THE TRENCH HAS BEEN BACK FILLED AND THE UNTREATED BASE COURSE HAS BEEN PLACED AND COMPACTED. THE SECOND CUT IS INCIDENTAL TO THE ASPHALT T-PATCH BID PAY ITEM.
   - B. REPAIR T-PATCH IF ANY OF THE FOLLOWING CONDITIONS OCCUR PRIOR TO FINAL PAYMENT OR AT THE END OF THE ONE YEAR CORRECTION PERIOD:
     - a. PAVEMENT SURFACE DISTORTION EXCEEDS 1/4-INCH DEVIATION IN 10 FEET. REPAIR OPTION - PLANE OFF SURFACE DISTORTIONS. COAT PLANED SURFACE WITH A CATIONIC OR ANIONIC EMULSION THAT COMPLIES WITH APWA SECTION 32 12 03 OR RE-MILL AND PAVE THE CUT AREA TO FILL DEPRESSIONS WITH A MINIMUM OF 2-INCHES OF NEWLY PLACED ASPHALT.
     - b. SEPARATION APPEARS AT A CONNECTION TO AN EXISTING PAVEMENT OR ANY STREET FIXTURE. REPAIR OPTION - BLOW SEPARATION CLEAN AND APPLY JOINT SEALANT, PLAN 265.
     - c. CRACKS AT LEAST 1-FOOT LONG AND 1/4-INCH WIDE OCCUR MORE OFTEN THAN 1 IN 10 SQUARE FEET. REPAIR OPTION - BLOW CLEAN AND APPLY CRACK SEAL, PLAN 265.
     - d. PAVEMENT RAVELING IS GREATER THAN 1 SQUARE FOOT PER 100 SQUARE FEET. REPAIR OPTION - MILL AND INLAY, APWA SECTIONS 32 01 16.71 AND 32 12 05.
   - C. IF A SAW CUT IN THE DIRECTION OF VEHICULAR TRAVEL IS IN A WHEEL PATH, CONSULT ENGINEER FOR DIRECTIONS ON REMOVING ADDITIONAL PAVEMENT OTHER THAN THE AMOUNT SHOWN ON THE DRAWINGS.
   - D. ALLOWABLE REMAINING PAVEMENT WIDTH AS FOLLOWS:
     - a. ROADS WITH CURB AND GUTTER: 2 FEET MINIMUM.
     - b. ROADS WITHOUT CURB AND GUTTER 4 FEET MINIMUM.

2. PRODUCTS
   - A. BASE COURSE: UNTREATED BASE COURSE, APWA SECTION 32 11 23. DO NOT USE GRAVEL AS A BASE COURSE.
   - B. FLOWABLE FILL: TARGET IS 60 PSI IN 28 DAYS WITH 90 PSI MAXIMUM IN 28 DAYS, APWA SECTION 31 05 15. IT MUST FLOW EASILY REQUIRING NO VIBRATION FOR CONSOLIDATION.
   - C. TACK COAT: WVC SPECIAL PROVISION SECTION 32 12 13.13-M
   - D. ASPHALT CONCRETE: WVC SPECIAL PROVISION SECTION 32 12 05-M

3. EXECUTION
   - A. BASE COURSE PLACEMENT: APWA SECTION 32 05 10. MAXIMUM LIFT THICKNESS BEFORE COMPACTION IS 8-INCHES WHEN USING RIDING EQUIPMENT OR 6-INCHES WHEN USING HAND HELD EQUIPMENT. COMPACTION IS 95 PERCENT OR GREATER RELATIVE TO A MODIFIED PROCTOR DENSITY, APWA SECTION 31 23 26
   - B. FLOWABLE FILL: CURE TO INITIAL SET BEFORE PLACING AGGREGATE BASE OR ASPHALT PAVEMENT. USE IN EXCAVATIONS THAT ARE TOO NARROW TO RECEIVE COMPACTION EQUIPMENT. ALLOWED ONLY TO THE TOP OF THE EXISTING SUBGRADE.
   - C. TACK COAT. CLEAN ALL HORIZONTAL AND VERTICAL SURFACES. APPLY FULL COVERAGE ALL SURFACES.
   - D. ASPHALT CONCRETE: FOLLOW APWA SECTION 32 12 16.13

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN ____ CHECK ____ DRAWN ____ CHECK ____

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

5/6/2026
DATE

DESIGN

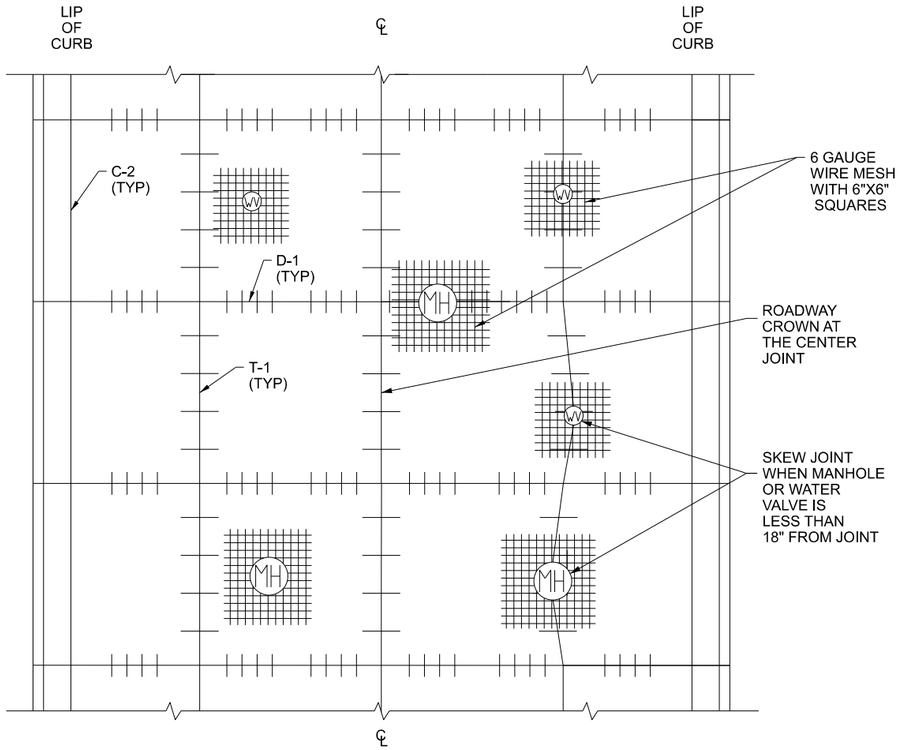
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

ASPHALT CONCRETE T-PATCH

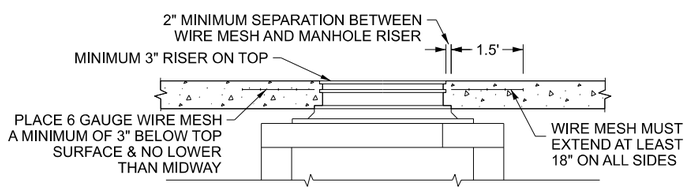
WVC STD. DWG. NO.
WVC 255

5/6/2026 1:18:38 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 255 - Asphalt Concrete T-Patch.dgn



JOINT LAYOUT

JOINT LEGEND:
C-2: CONTACT JOINTS PER APWA PLAN NO. 261.1
T-1: TIE-BAR JOINTS PER APWA PLAN NO. 261.2
D-1: DOWEL JOINTS PER APWA PLAN NO. 261.3



WIRE MESH

NOTES:
1. SEE APWA STANDARD PLAN NO. 261.4 FOR DOWEL-BAR BASKET ASSEMBLY AND INSTALLATION.
2. ALL SAW CUTTING / JOINT SEALANT TO BE PER APWA PLAN NO. 261.4 STRESSCUT DETAIL.

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN ___ CHECK ___
DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

5/12/2026
DATE

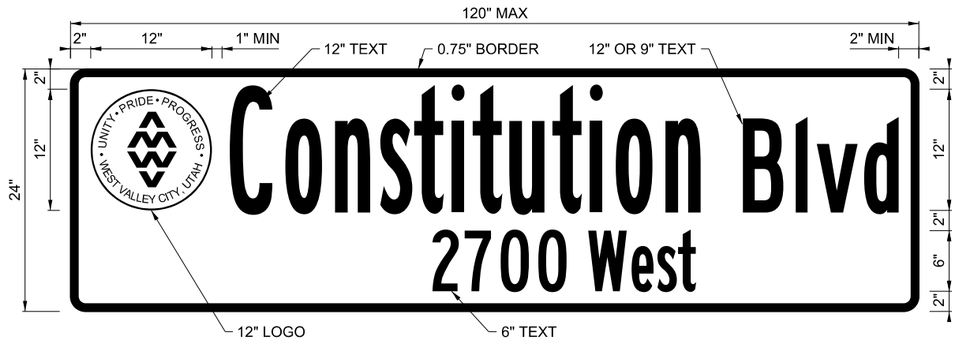
DESIGN
PROFESSIONAL ENGINEER

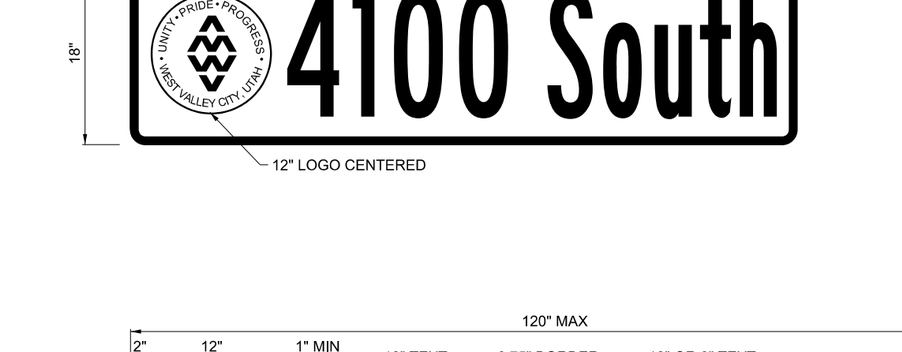
WVC STANDARD DRAWING

CONCRETE PAVEMENT JOINTS

WVC STD. DWG. NO.
WVC 261.5

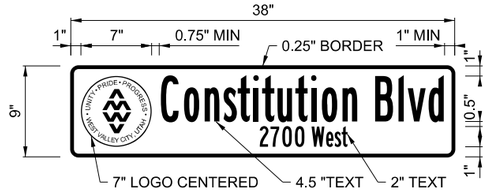
5/12/2026 11:35:28 AM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 261 - Concrete Paving Details.dgn





SIGNALIZED INTERSECTION / OVERHEAD MOUNTING

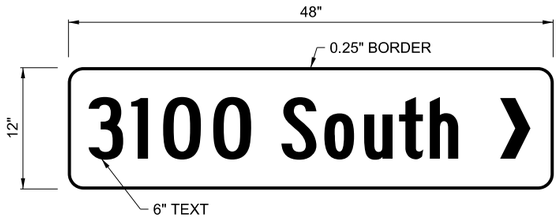
SINGLE BLADE WITH MOUNTING BRACKETS

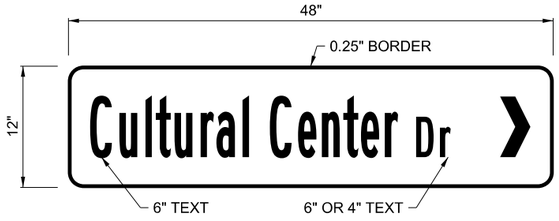


UNSIGNALIZED INTERSECTION / POST MOUNTING

DOUBLE BLADE - TO BE RIVETED ON SQUARE POST

USE 8" TEXT ON MULTI-LANE STREETS WITH SPEED LIMIT GREATER THAN 40 MPH

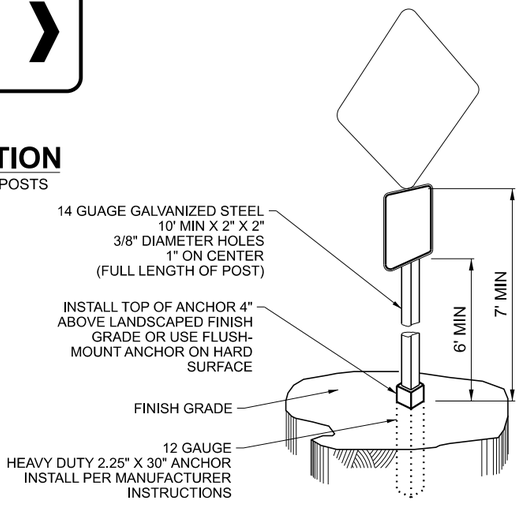




ROUNDABOUT INTERSECTION

SINGLE BLADE - TO BE RIVETED TO TWO SQUARE POSTS

STREET TYPE	STANDARD ABBREVIATION
Avenue	Ave
Boulevard	Blvd
Circle	Cir
Court	Ct
Drive	Dr
Expressway	Expwy
Highway	Hwy
Parkway	Pkwy
Place	Pl
Road	Rd
Street	St



SIGN POST ANCHOR DETAIL

NTS

NOTES:

1. USE SERIES B ALPHABET. MAY BE CONDENSED TO FIT.
2. USE HIGH INTENSITY SHEETING WITH BLACK TEXT AND BLACK LOGO ON WHITE BACKGROUND FOR PUBLIC STREETS.
3. USE HIGH INTENSITY SHEETING WITH WHITE TEXT AND WHITE LOGO ON BLUE BACKGROUND FOR PRIVATE STREETS.
4. USE STANDARD ABBREVIATIONS FOR STREET TYPES (SEE TABLE),
5. ALL SIGNALIZED INTERSECTION SIGN LAYOUTS SHALL BE APPROVED BY CITY TRANSPORTATION ENGINEER PRIOR TO PRODUCTION.
6. CONTACT THE TRANSPORTATION DIVISION FOR ELECTRONIC LOGO FILE 801-963-3406.
7. PRINT LOGO DIRECTLY ONTO SHEETING; DO NOT PRINT ONTO THE FILM.
8. USE AN AVERY OR 3M CERTIFIED SIGN MANUFACTURER. AVERY NEEDS TO PRINT ON AVERY SHEETING AND 3M NEEDS TO PRINT ON 3M SHEETING.
9. FABRICATE AND INSTALL SIGN SUCH THAT FASTENERS AND HOLES WILL NOT OBSCURE TEXT.

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN | CHECK | DRAWN | CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

5/6/2026 DATE

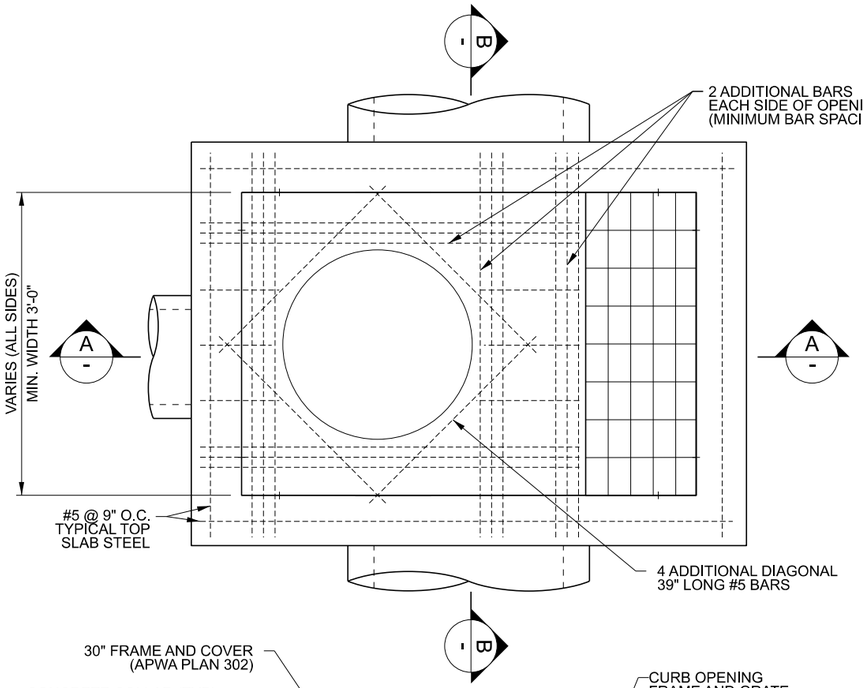
DESIGN PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

STREET NAME SIGN

WVC STD. DWG. NO.
WVC 293

5/6/2026 1:27:26 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 293 - Street Name Sign Detail.dgn



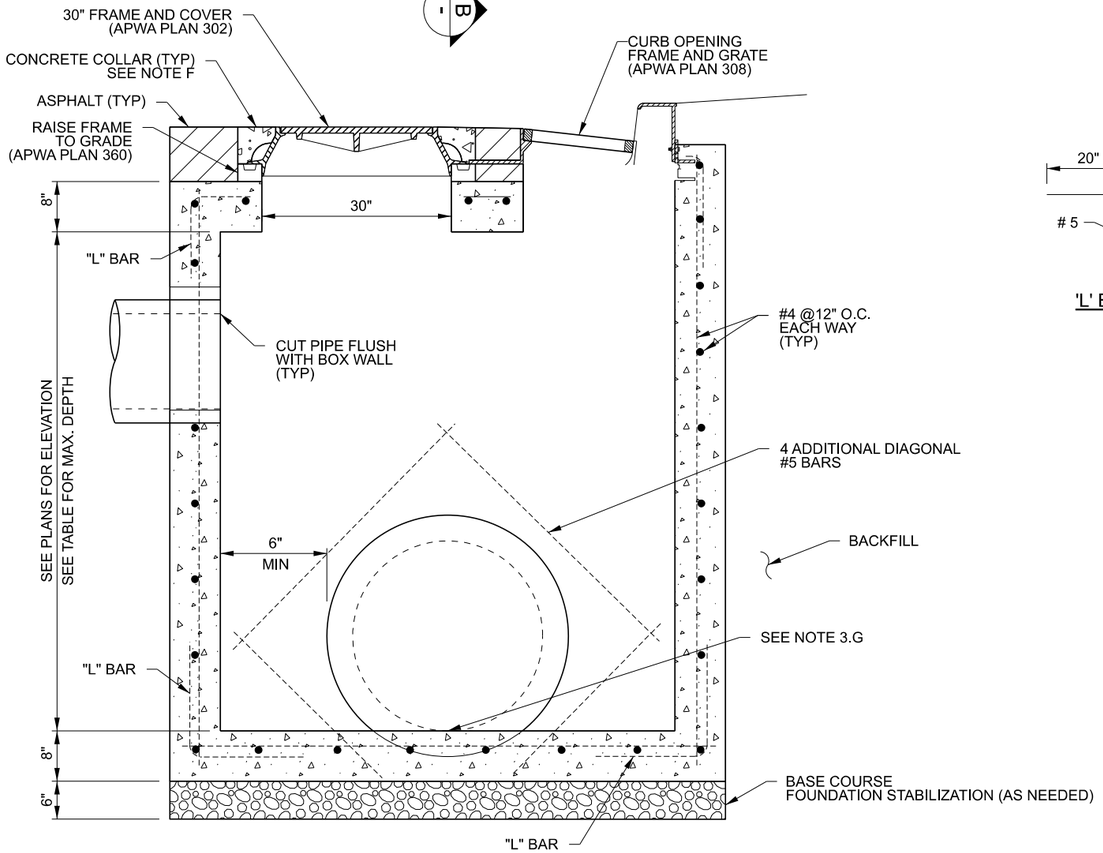
WALL THICKNESS AND WALL STEEL				
LOW WATER TABLE				
MAXIMUM BOX WIDTH	6 FEET	8 FEET	8 FEET	9 FEET
MAXIMUM BOX DEPTH	5 FEET	8 FEET	12 FEET	12 FEET
WALL THICKNESS	8 INCHES	8 INCHES	12 INCHES	12 INCHES
WALL CURTAIN STEEL	#5 @ 12"	#5 @ 6"	#5 @ 6"	#7 @ 9"
MODIFICATIONS FOR HIGH WATER TABLE				
WALL THICKNESS	8 INCHES	10 INCHES	16 INCHES	12 INCHES
WALL CURTAIN STEEL	#5 @ 9"	#5 @ 6"	#5 @ 6"	#6 @ 6"

NOTES:

1. **GENERAL**
   A. THE DRAWING SHOWS TYPICAL PIPE CONNECTIONS. REFER TO CONSTRUCTION DRAWINGS FOR CONNECTION LOCATIONS OR REFER TO FIELD LOCATION OF EXISTING PIPING WHEN DETERMINING PIPE CONNECTION TO THE BOX.

2. **PRODUCTS**
   A. BASE COURSE; UNTREATED BASE COURSE, APWA SECTION 32 11 23,
   B. BACKFILL: GRANULAR BACKFILL BORROW PER APWA SECTION 31 05 13.
   C. CONCRETE: CLASS 4000, APWA SECTION 03 30 04.
   D. REINFORCEMENT: DEFORMED, 60 ksi YIELD GRADE STEEL, ASTM A 615.
   E. STABILIZATION-SEPARATION GEOTEXTILE: HIGH MARV, WOVEN OR NON-WOVEN, APWA SECTION 31 05 19.

3. **EXECUTION**
   A. FOUNDATION STABILIZATION: GET ENGINEER'S PERMISSION TO USE FREE DRAINING GRANULAR BACKFILL IN A GEOTEXTILE WRAP TO STABILIZE AN UNSTABLE FOUNDATION.
   B. BASE COURSE PLACEMENT: APWA SECTION 32 11 23. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION. COMPACTION IS 95 PERCENT OR GREATER RELATIVE TO A MODIFIED PROCTOR DENSITY, APWA SECTION 31 23 26.
   C. REINFORCEMENT: CENTER STEEL IN WALLS AND SLABS WITH A MINIMUM COVER OF 2-INCHES. KEEP STEEL 2-INCHES CLEAR AROUND PIPE AND LID OPENING. TIE-BARS REQUIRED AT ALL CORNERS, VERTICAL AND HORIZONTAL. TIE-BARS CONNECTING TWO WALLS MUST MATCH WALL BAR SIZE AND SPACING. TIE-BARS CONNECTING WALLS TO TOP AND BOTTOM SLABS MUST MATCH SLAB STEEL SIZE SPACING.
   D. CONCRETE PLACEMENT: APWA SECTION 03 30 10. ADJUST CONCRETE DIMENSIONS AT FRAME ACCORDINGLY. PROVIDE 1/2-INCH RADIUS EDGES. APPLY A BROOM FINISH. APPLY A CURING AGENT.
   E. BACKFILL: PROVIDE BACKFILL AGAINST ALL OF THE BOX WALLS. PEA GRAVEL AND RECYCLED RAP AGGREGATE IS NOT ALLOWED. WATER JETTING IS NOT ALLOWED. MAXIMUM LIFT THICKNESS (BEFORE COMPACTION) IS 8-INCHES WHEN USING RIDING EQUIPMENT AND 6-INCHES WHEN USING HAND HELD EQUIPMENT. COMPACTION IS 95 PERCENT OR GREATER OF PROCTOR PER APWA SECTION 31 23 26.
   F. INSTALL CONCRETE COLLAR PER APWA PLAN 362 WITH A DEVIATION FROM TE DRAWING FOR THE COLLARS TO BE RECESSED BELOW PAVEMENT FROM 1/8-INCH TO 1/4-INCH. ANY CONCRETE COLLAR ON A UTILITY COVER RECESSED ABOVE OR BELOW THE ALLOWABLE TOLERANCES MUST BE REPLACED.
   G. PROVIDE CORE OPENING SUCH THAT PIPE INVERT MATCHES BOTTOM OF BOX



SECTION A-A
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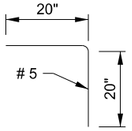
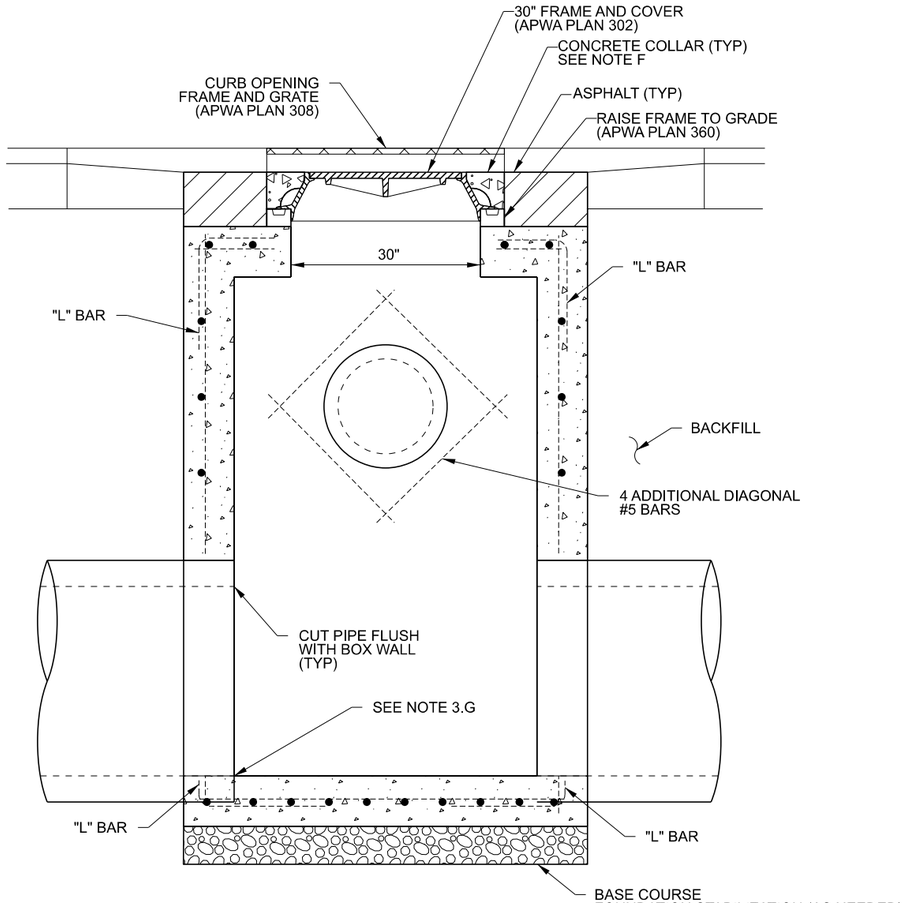


'L' BAR



SECTION B-B
NO SUMP UNLESS REQ'D

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN | CHECK | DRAWN | CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

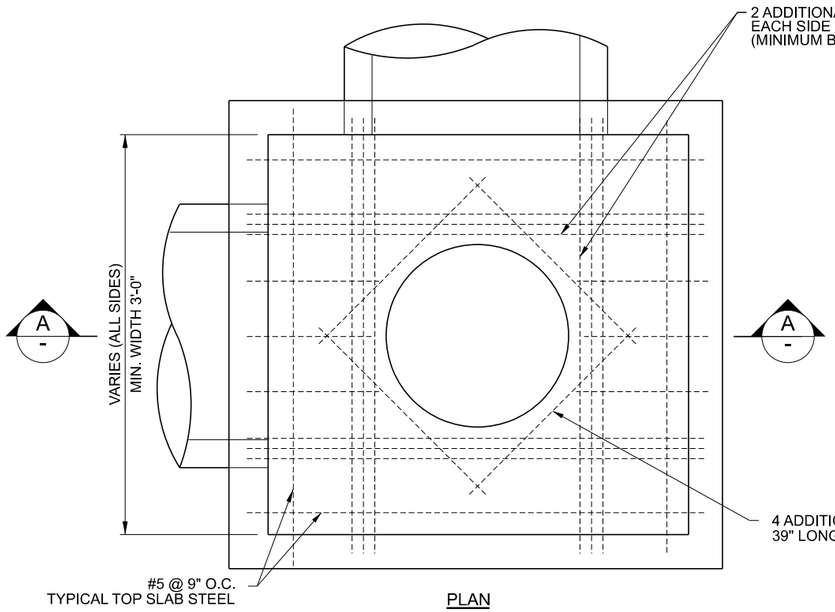
DESIGN
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

MODIFIED COMBO BOX

WVC STD. DWG. NO.
WVC 316

4/6/2026 2:17:57 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 316 - Modified Combo Box.dgn



PLAN

WALL THICKNESS AND WALL STEEL				
LOW WATER TABLE				
MAXIMUM BOX WIDTH	6 FEET	8 FEET	8 FEET	9 FEET
MAXIMUM BOX DEPTH	5 FEET	8 FEET	12 FEET	12 FEET
WALL THICKNESS	8 INCHES	8 INCHES	12 INCHES	12 INCHES
WALL CURTAIN STEEL	#5 @ 12"	#5 @ 6"	#5 @ 6"	#7 @ 9"
MODIFICATIONS FOR HIGH WATER TABLE				
WALL THICKNESS	8 INCHES	10 INCHES	16 INCHES	12 INCHES
WALL CURTAIN STEEL	#5 @ 9"	#5 @ 6"	#5 @ 6"	#6 @ 6"

NOTES:

1. **GENERAL**
   A. THE DRAWING SHOWS TYPICAL PIPE CONNECTIONS. REFER TO CONSTRUCTION DRAWINGS FOR CONNECTION LOCATIONS OR REFER TO FIELD LOCATION OF EXISTING PIPING WHEN DETERMINING PIPE CONNECTION TO THE BOX.

2. **PRODUCTS**
   A. BASE COURSE: UNTREATED BASE COURSE, APWA SECTION 32 11 23.
   B. BACKFILL: GRANULAR BACKFILL BORROW PER APWA SECTION 31 05 13.
   C. CONCRETE: CLASS 4000, APWA SECTION 03 30 04.
   D. REINFORCEMENT: DEFORMED, 60 ksi YIELD GRADE STEEL, ASTM A 615.
   E. STABILIZATION-SEPARATION GEOTEXTILE: HIGH MARV, WOVEN OR NON-WOVEN, APWA SECTION 31 05 19.

3. **EXECUTION**
   A. FOUNDATION STABILIZATION: GET ENGINEER'S PERMISSION TO USE FREE DRAINING GRANULAR BACKFILL IN A GEOTEXTILE WRAP TO STABILIZE AN UNSTABLE FOUNDATION.
   B. BASE COURSE PLACEMENT: APWA SECTION 32 11 23. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION. COMPACTION IS 95 PERCENT OR GREATER RELATIVE TO A MODIFIED PROCTOR DENSITY, APWA SECTION 31 23 26.
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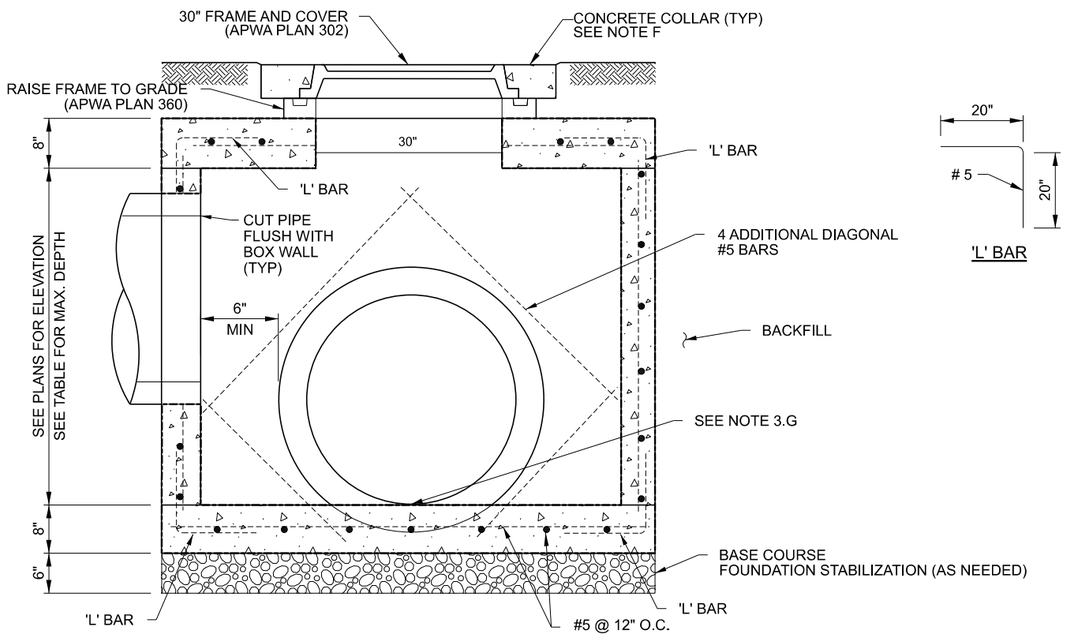
   E. BACKFILL: PROVIDE BACKFILL AGAINST ALL OF THE BOX WALLS. PEA GRAVEL AND RECYCLED RAP AGGREGATE IS NOT ALLOWED. WATER JETTING IS NOT ALLOWED. MAXIMUM LIFT THICKNESS (BEFORE COMPACTION) IS 8-INCHES WHEN USING RIDING EQUIPMENT AND 6-INCHES WHEN USING HAND HELD EQUIPMENT. COMPACTION IS 95 PERCENT OR GREATER OF PROCTOR PER APWA SECTION 31 23 26.
   F. INSTALL CONCRETE COLLAR PER APWA PLAN 362 WITH A DEVIATION FROM TE DRAWING FOR THE COLLARS TO BE RECESSED BELOW PAVEMENT FROM 1/8-INCH TO 1/4-INCH. ANY CONCRETE COLLAR ON A UTILITY COVER RECESSED ABOVE OR BELOW THE ALLOWABLE TOLERANCES MUST BE REPLACED.
   G. PROVIDE CORE OPENING SUCH THAT PIPE INVERT MATCHES BOTTOM OF BOX



SECTION A-A
NO SUMP UNLESS REQ'D

'L' BAR

NO.	DATE	REMARKS
		REVISIONS

DESIGN
CHECK
DRAWN
CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

DESIGN

PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

CLEANOUT BOX

WVC STD. DWG. NO.
WVC 331

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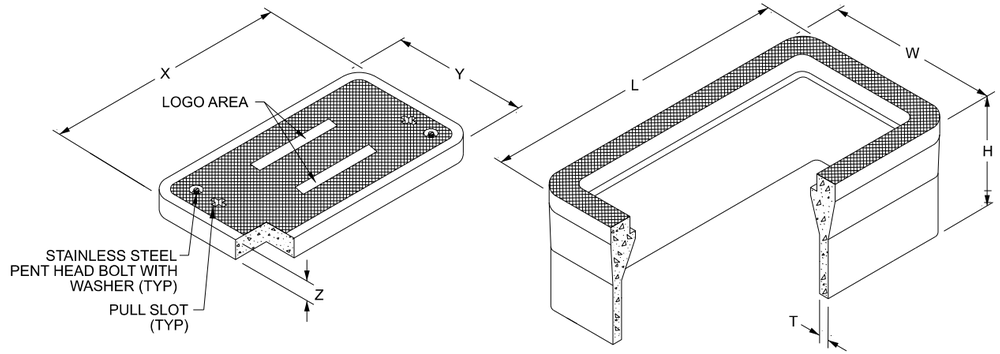
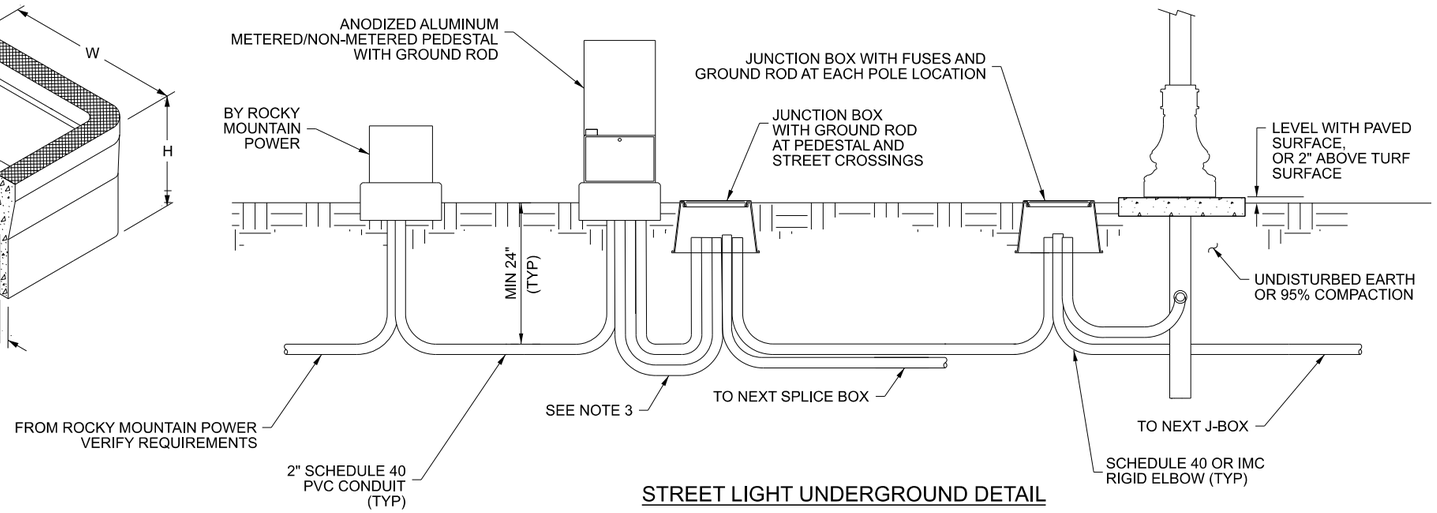
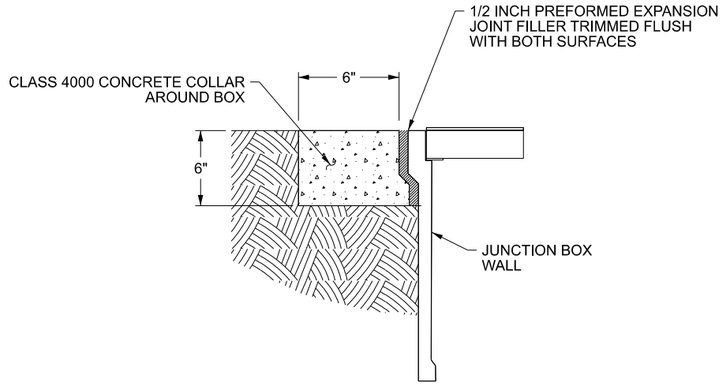


BOX TYPE	"H" INCH	"L" INCH	"T" INCH	"W" INCH	"X" INCH	"Y" INCH	"Z" INCH
I-PC	24	25	1½	16	23 ¼	13 ¾	2
II-PC	24	37 ⅝	1½	26	35 ⅝	24	3
III-PC	24	49 ⅝	2	32 ⅛	47 ⅝	30 ⅛	3

POLYMER-CONCRETE JUNCTION BOX DETAIL

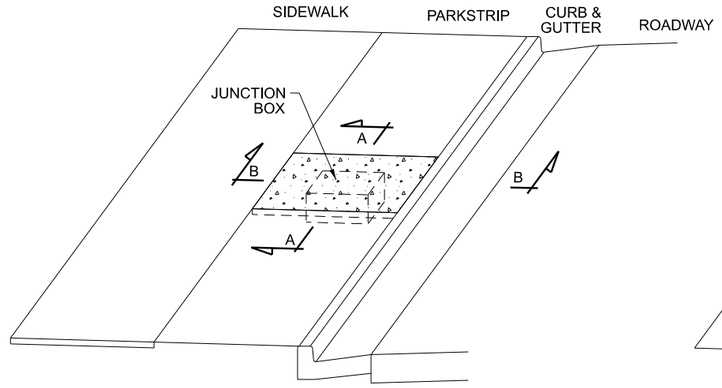


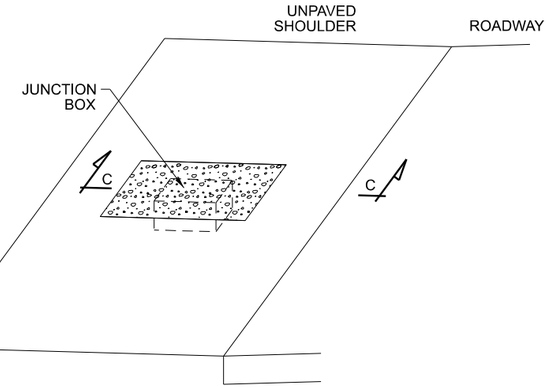
STREET LIGHT UNDERGROUND DETAIL

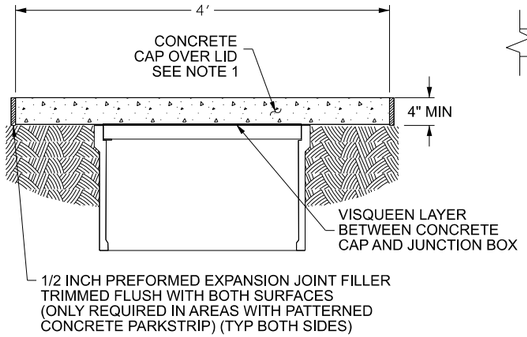


JUNCTION BOX CONCRETE COLLAR DETAIL

(ONLY REQUIRED ON BOXES INSTALLED AT FINISH GRADE)

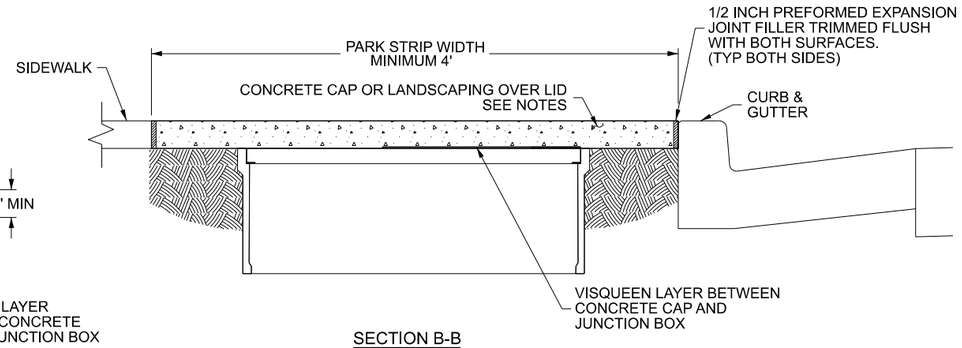






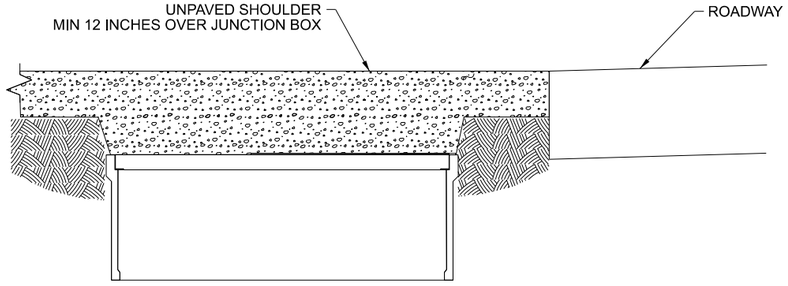
SECTION A-A

CONCRETE PARK STRIP ONLY



SECTION B-B

LANDSCAPED OR CONCRETE PARK STRIP



SECTION C-C

UNPAVED SHOULDER

JUNCTION BOX COVER DETAIL

NOTES:

1. IF JUNCTION BOX IS IN A PATTERNED CONCRETE PARK STRIP AREA THE CONCRETE CAP IS TO BE PATTERNED CONCRETE PARKSTRIP WITH AN EXPANSION JOINT AROUND ALL 4 SIDES OF THE CAP AND VISQUEEN LAYER BETWEEN CONCRETE CAP AND JUNCTION BOX. OTHER AREAS TO BE CLASS 4000 CONCRETE.
2. IF JUNCTION BOX IS IN A LANDSCAPED PARK STRIP AREA THE THICKNESS OF THE LANDSCAPED PARK STRIP OVER THE JUNCTION BOX SHALL BE 6 INCHES. JOINT FILLER AND VISQUEEN LAYER NOT REQUIRED FOR LANDSCAPED PARK STRIP.
3. INSTALL TWO ADDITIONAL FUTURE-USE 2" SCHEDULE 40 PVC CONDUITS AT PEDESTALS AND STREET CROSSINGS.

REVISIONS

NO.	BY	DATE	REMARKS

DESIGN | CHECK | DRAWN | CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026 DATE

PROFESSIONAL ENGINEER

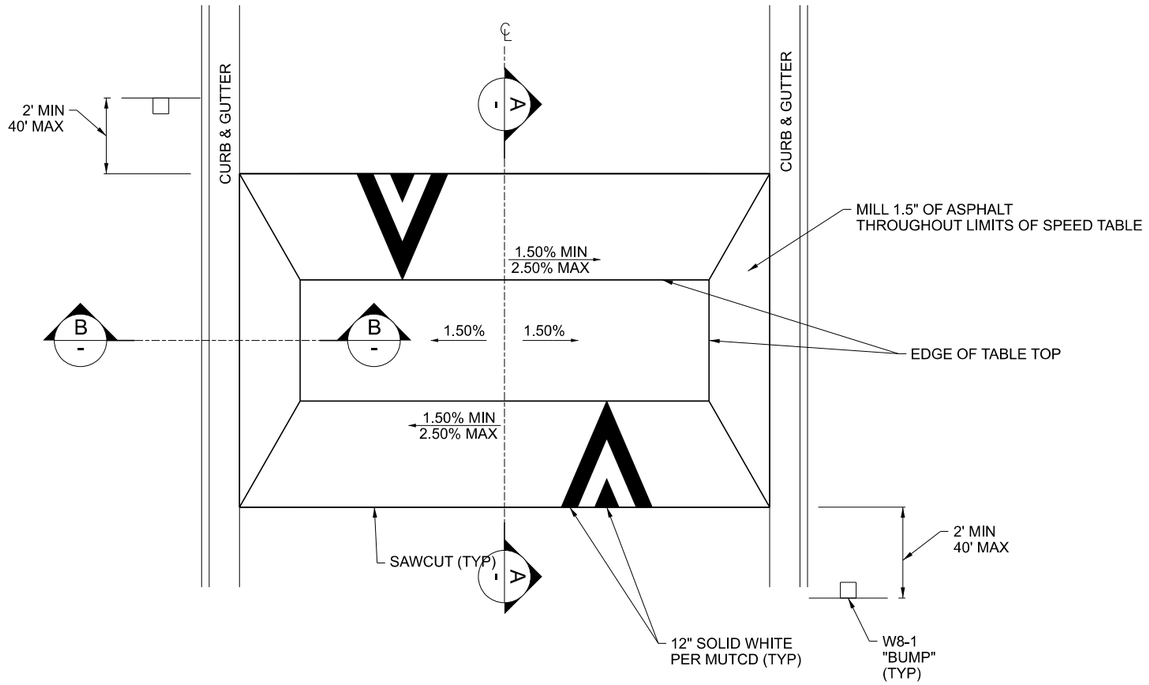
DESIGN

WVC STANDARD DRAWING

JUNCTION BOX

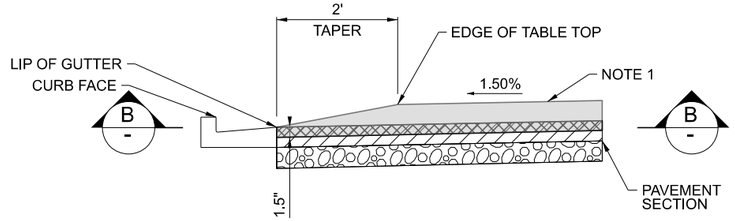
WVC STD. DWG. NO.
WVC 731

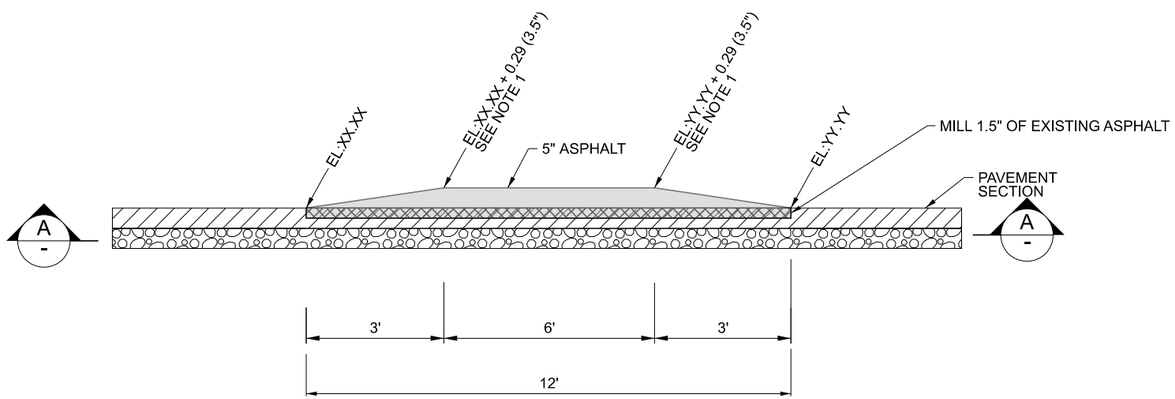
4/6/2026 2:29:20 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 731 - Junction Box.dgn

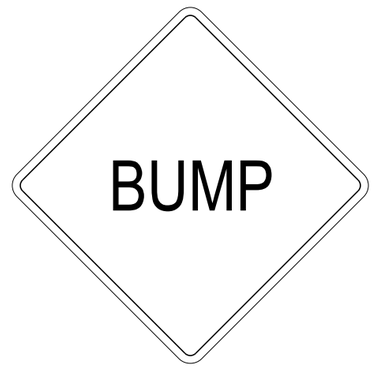


NOTES:

1. ASPHALT PAVEMENT: SEE SECTION 32 12 05-M FOR MIX DESIGN, BASED ON ROADWAY CLASSIFICATION IN WEST VALLEY CITY ENGINEERING STANDARDS.
2. TACK COAT: SECTION 32 12 13.13
   A. CLEAN ALL VERTICAL SURFACES ADJACENT TO THE PATCH.
   B. APPLY FULL COVERAGE TACK COAT.
3. ASPHALT PAVEMENT JOINTS: PROVIDE A NEAT STRAIGHT JOINT BETWEEN EXISTING AND NEW ASPHALT CONCRETE.
   A. SAW-CUT JOINT IF EXISTING PAVEMENT EXCEEDS 2 INCHES IN THICKNESS.
4. JOINT REPAIR: IF A CRACK OCCURS AT THE CONNECTION TO EXISTING PAVEMENT OR AT ANY STREET FIXTURE, SEAL THE CRACK PER SECTION 32 13 73.
5. MILLING: SECTION 32 01 16.71
   A. REMOVE COMPACTED MILLING ON PREPARED SURFACES
   B. MILL AROUND GUTTER LIP RADII TO SPECIFIED DEPTH PRIOR TO PAVING.
6. PAINT: SECTION 32 17 23-M
   A. REMOVE DIRT, LOOSE STONES, OR OTHER FOREIGN MATERIAL IMMEDIATELY PRIOR TO APPLYING.
   B. APPLY TWO APPLICATIONS ON NEW BITUMINOUS SURFACES.







W8-1
30" x 30" SINGLE LANE
36" x 36" MULTI LANE

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN ____ CHECK ____ DRAWN ____ CHECK ____

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

4/6/2026
DATE

DESIGN
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

ASPHALT SPEED TABLE

WVC STD. DWG. NO.
WVC 762.1

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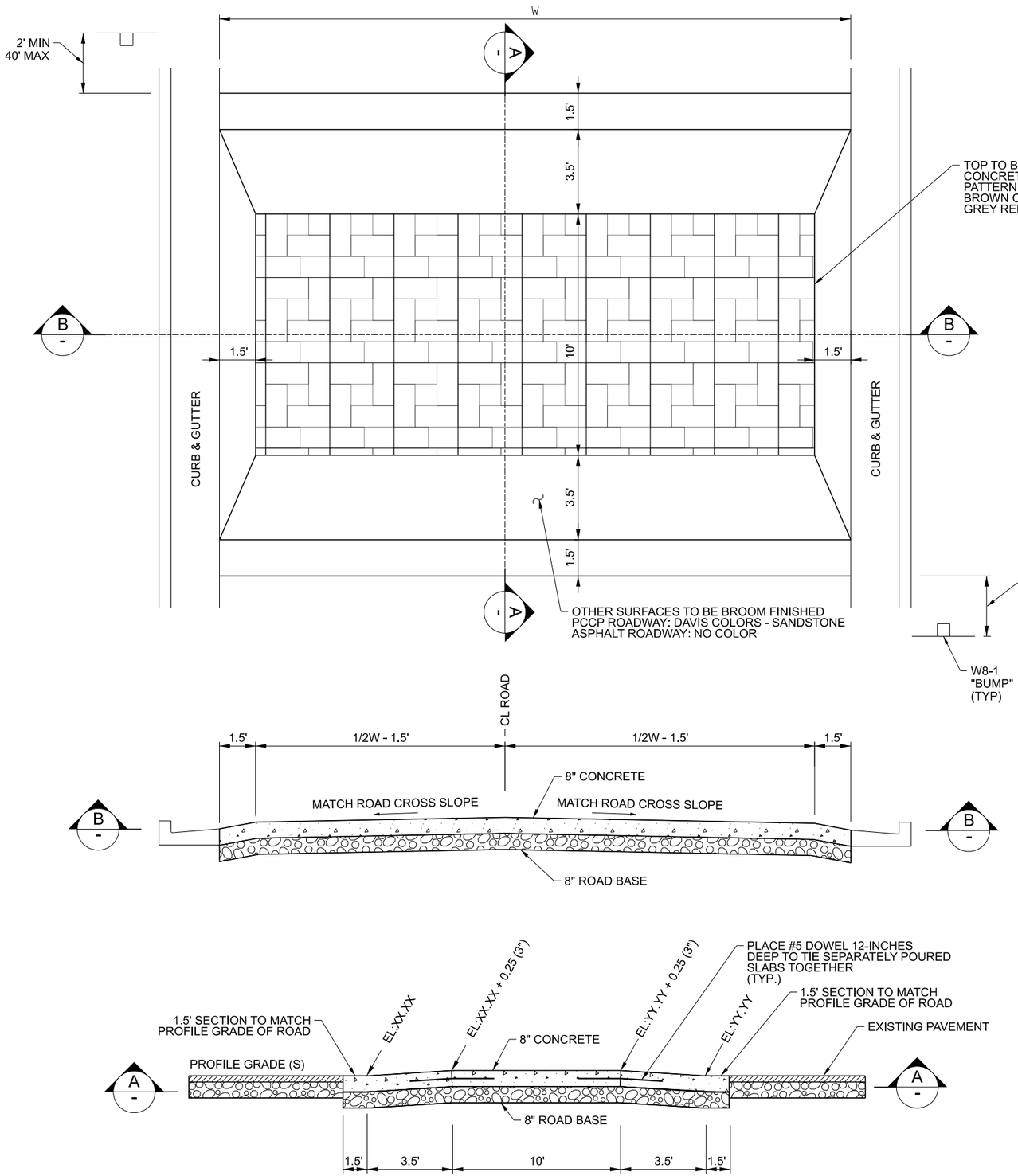
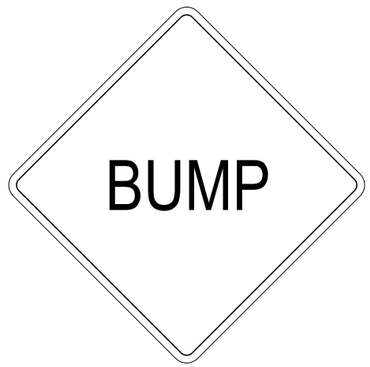


SPEED TABLE DETAILS

NTS

NOTES:

1. UNTREATED BASE COURSE; PROVIDE CLASS A UNTREATED BASE COURSE SPECIFIED IN SECTION 32 11 23.
   A. DO NOT USE GRAVEL AS A SUBSTITUTE FOR UNTREATED BASE COURSE.
   B. MAXIMUM LIFT THICKNESS BEFORE COMPACTION IS 8 INCHES WHEN USING RIDING COMPACTION EQUIPMENT OR 6 INCHES WHEN USING HANDHELD COMPACTION EQUIPMENT.
2. CONCRETE: CLASS 4000, SECTION 03 30 04-M,
   A. IF NECESSARY, PROVIDE CONCRETE THAT ACHIEVES DESIGN STRENGTH IN LESS THAN 7 DAYS. USE CAUTION HOWEVER, AS CONCRETE CRAZING (SPIDER CRACKS) MAY DEVELOP IF AIR TEMPERATURE EXCEEDS 90°F.
   B. CONCRETE PLACEMENT PER SECTION 03 30 10. CLEAN ALL EDGES OF DIRT, OIL AND LOOSE DEBRIS. PROVIDE 1/2" RADIUS EDGES, APPLY A CURING AGENT
3. CONCRETE CURING AGENT: WHITE PIGMENTED MEMBRANE FORMING COMPOUND (TYPE II CLASS A OR B), SECTION 03 39 00.
4. EXPANSION JOINT: VERTICAL, FULL DEPTH WITH TOP OF FILLER SET FLUSH WITH CONCRETE SURFACE.
5. CONTRACTION JOINT: VERTICAL, 1/8" WIDE AND 1/3 SLAB THICKNESS. MATCH JOINT LOCATIONS IN ADJACENT PORTLAND CEMENT CONCRETE ROADWAY PAVEMENT IF APPLICABLE.
6. JOINT REPAIR: IF A CRACK OR SEPARATION OCCURS AT A CONNECTION TO EXISTING PAVEMENT DURING THE ONE YEAR CORRECTION PERIOD, BLOW THE CRACK OR SEPARATION CLEAN AND APPLY JOINT SEALANT PER PLAN 265.
7. SEALANT COMPOUND PER SECTION 03 39 00: INCLUDES TWO COATS OF SEALANT COMPOUND. ONE COAT PLACED IMMEDIATELY AFTER INITIAL CONCRETE SET AND THE SECOND COAT PLACED APPROXIMATELY 4 WEEKS AFTER PLACEMENT, OR AT A DIFFERENT INTERVAL AS SPECIFIED BY THE ENGINEER.
   A. SEALANT COMPOUND USED ON CONCRETE SPEED TABLES SHALL BE CLEAR LIQUID, OR CLEAR WHEN DRY.



W8-1
30" x 30" SINGLE LANE
36" x 36" MULTI LANE

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN ___ CHECK ___ DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

5/6/2026
DATE

DESIGN

WVC STANDARD DRAWING

CONCRETE SPEED TABLE

WVC STD. DWG. NO.
WVC 762.2

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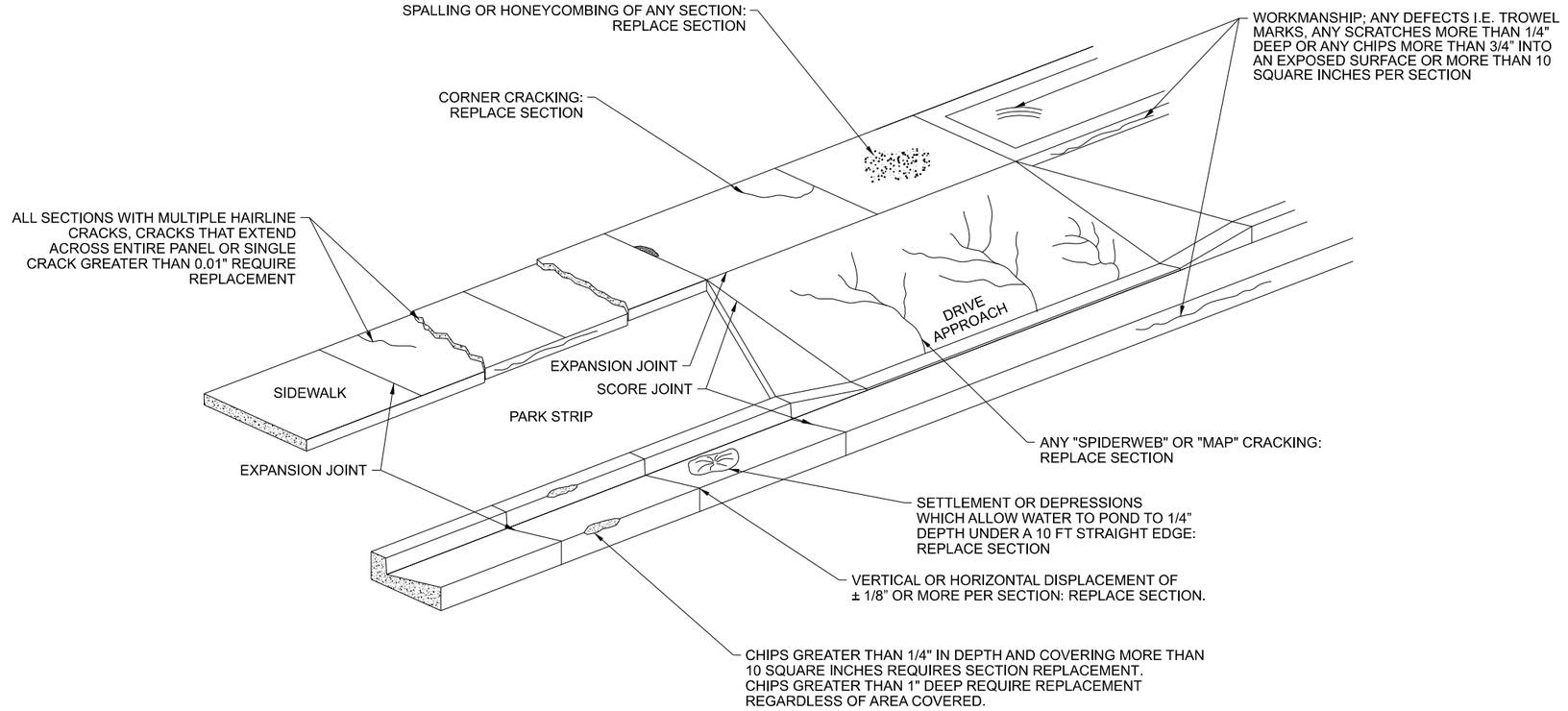


NOTES:

1. REPLACEMENT IS REQUIRED IF ANY COMPONENT HAS ONE OR MORE OF THE CONDITIONS NOTED ABOVE.
2. NOTES AND CALLOUTS APPLY TO ANY CONCRETE SECTION, INCLUDING CURB AND GUTTER, DRIVE APPROACH, SIDEWALK, ETC.
3. REPLACEMENT CONCRETE SHALL MEET CRITERIA SET FORTH IN WEST VALLEY CITY STANDARDS AND SPECIFICATIONS.
4. ALL CONCRETE REPAIRS REQUIRE THE REPLACEMENT OF FULL PANELS, OR ENSURE THAT NO REMAINING SECTION IS LESS THAN FIVE FEET IN LENGTH.
5. TRUE LINE AND GRADE: REPLACE IF SIDEWALK AND/OR CURB & GUTTER DEVIATES MORE THAN THE FOLLOWING:
   LINE: 1/2" IN 10 FEET
   GRADE: 1/4" IN 10 FEET

NO.	BY	DATE	REMARKS

REVISIONS

DESIGN ____ CHECK ____

DRAWN ____ CHECK ____

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

5/6/2026
DATE

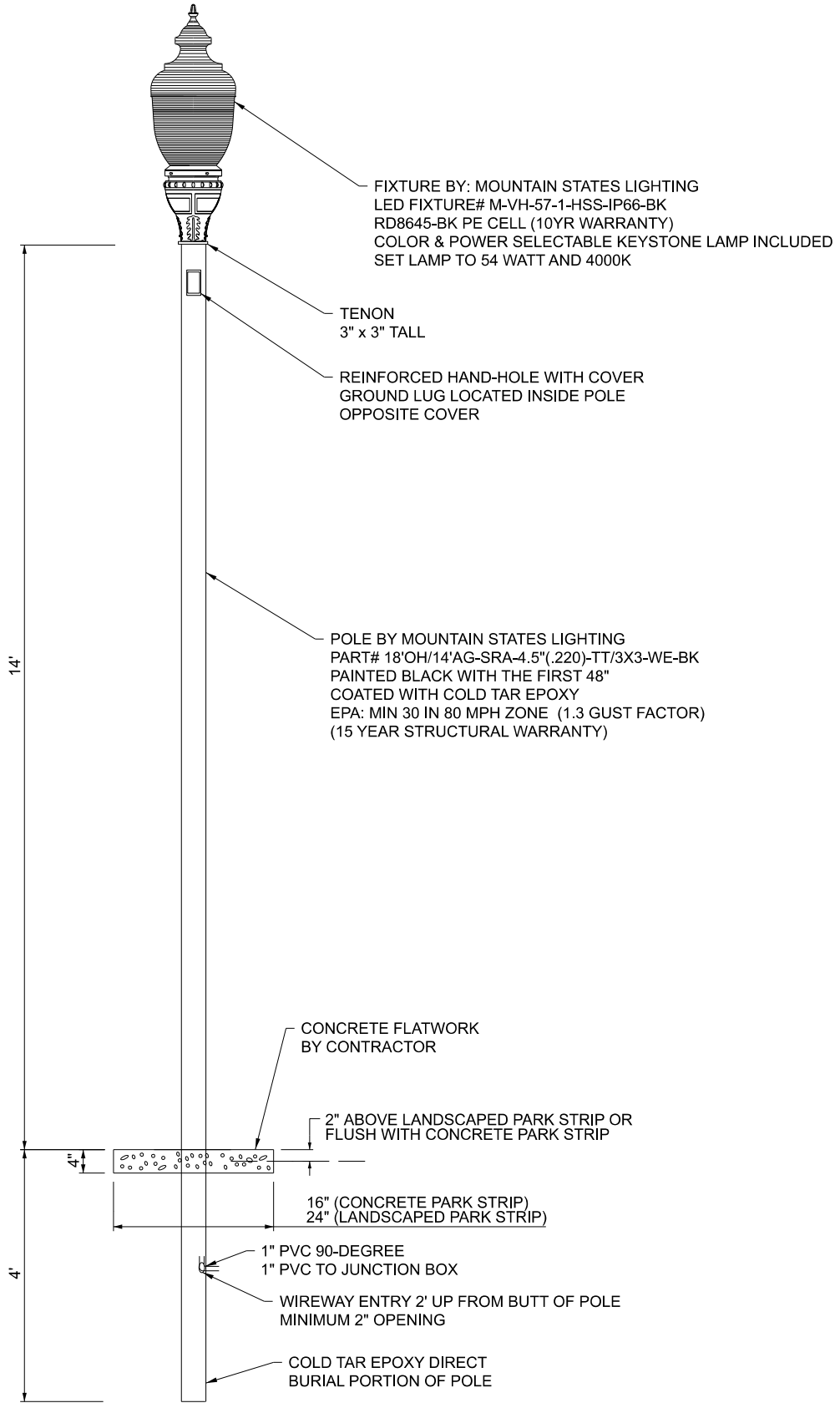
DESIGN ____
PROFESSIONAL ENGINEER

WVC STANDARD DRAWING

DEFECTIVE CONCRETE

WVC STD. DWG. NO.
WVC 802

5/6/2026 2:36:38 PM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Standard Drawings\2026 Standard Drawing Updates\WVC 802 - Defective Concrete Detail.dgn



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APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-01

STANDARD DRAWING

RESIDENTIAL STREET LIGHT

54-FOOT ROW AND LESS

PROJECT NUMBER WVC STREET LIGHTING

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN

PROFESSIONAL ENGINEER

5/6/2026
DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS	DATE	NO.	BY
REVISIONS			

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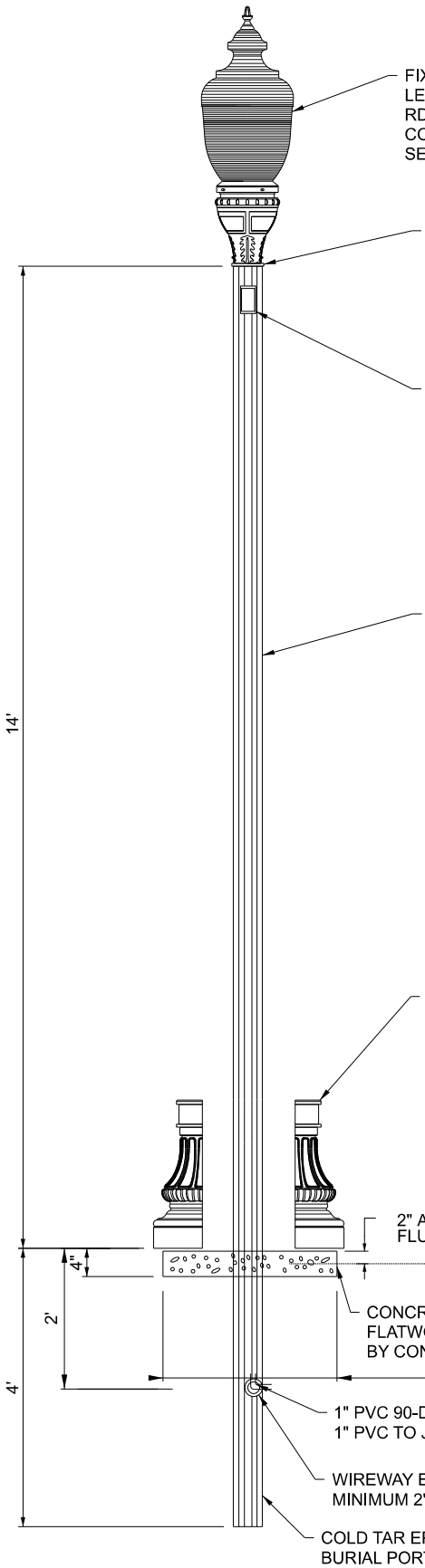

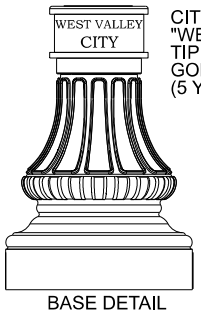

CITY NAME:
"WEST VALLEY CITY"
TIPPED IN NON-FADING
GOLD COLOR
(5 YR WARRANTY)

BASE DETAIL

RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-02	STANDARD DRAWING	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN ___ ___	REMARKS / DATE / NO. / BY
	SECONDARY STREET LIGHT		CHECK ___ ___	
	>54-FOOT & <80-FOOT ROW		DRAWN ___ ___	
	PROJECT NUMBER WVC STREET LIGHTING	DESIGN PROFESSIONAL ENGINEER 5/6/2026 DATE	CHECK ___ ___	REVISIONS

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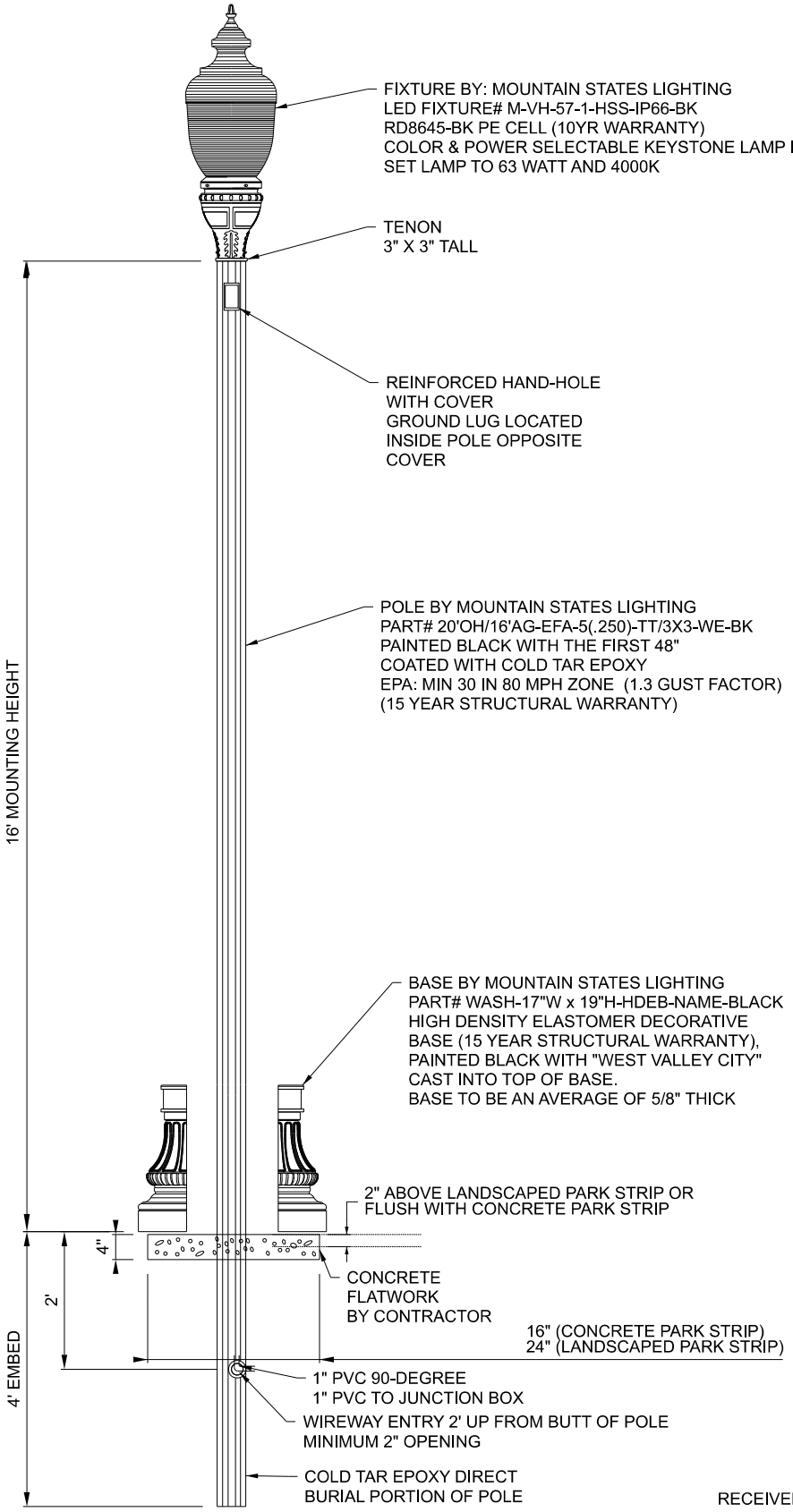
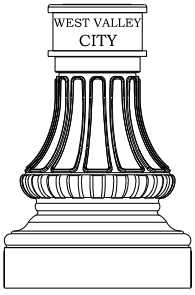


CITY NAME:
"WEST VALLEY CITY"
TIPPED IN NON-FADING
GOLD COLOR



BASE DETAIL

RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-03

STANDARD DRAWING
ARTERIAL STREET LIGHT
80-FOOT ROW AND GREATER
PROJECT NUMBER WVC STREET LIGHTING

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN _____ PROFESSIONAL ENGINEER 5/6/2026 DATE

DESIGN __-__ ____
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DRAWN __-__ ____
CHECK __-__ ____

REMARKS	DATE	NO.	BY
REVISIONS			

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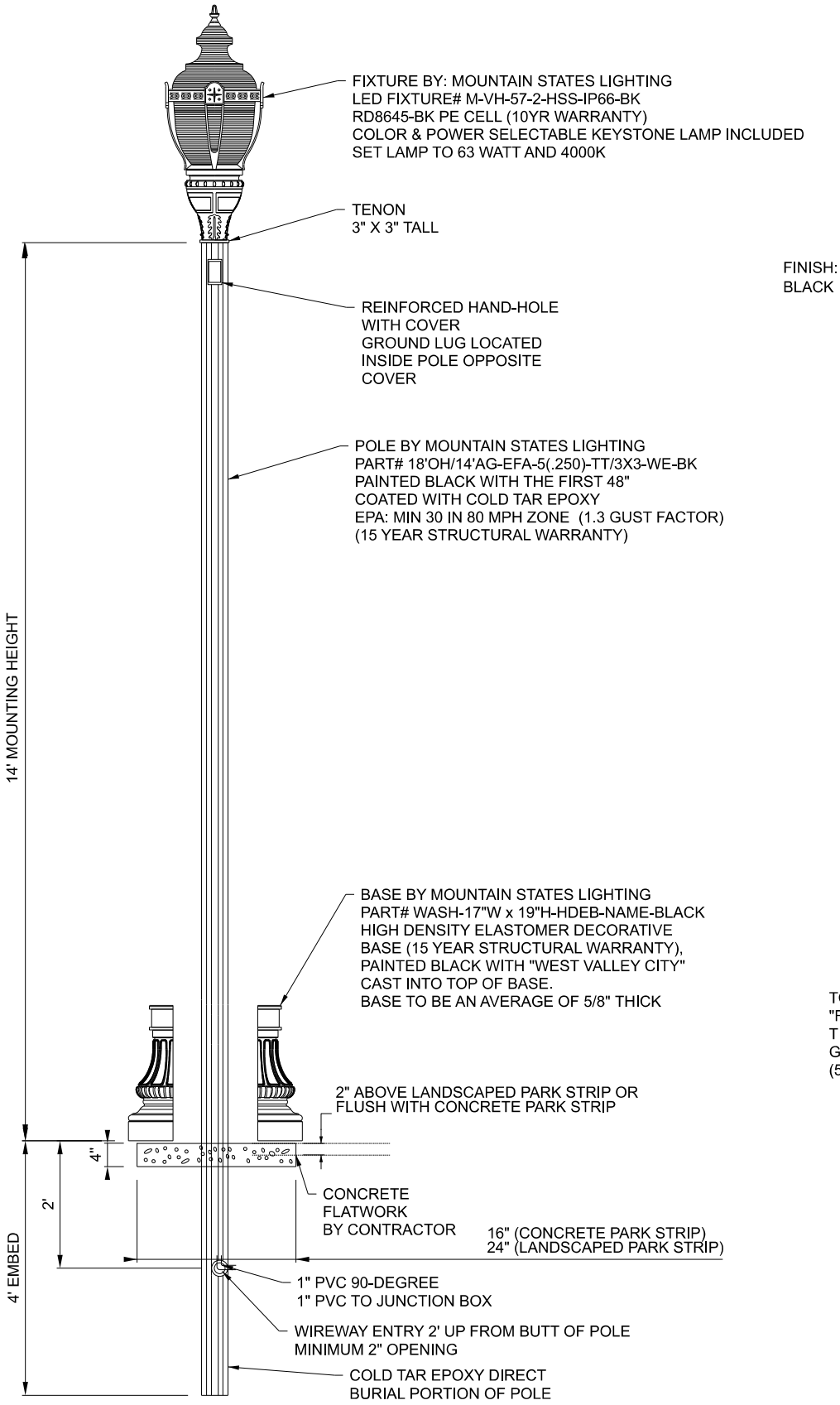

RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-03A	STANDARD DRAWING FAIRBOURNE STREET LIGHT	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN CHECK DRAWN CHECK	REMARKS / REVISIONS — DATE — NO. — BY
	PROJECT NUMBER WVC STREET LIGHTING	DESIGN PROFESSIONAL ENGINEER 5/6/2026 DATE		

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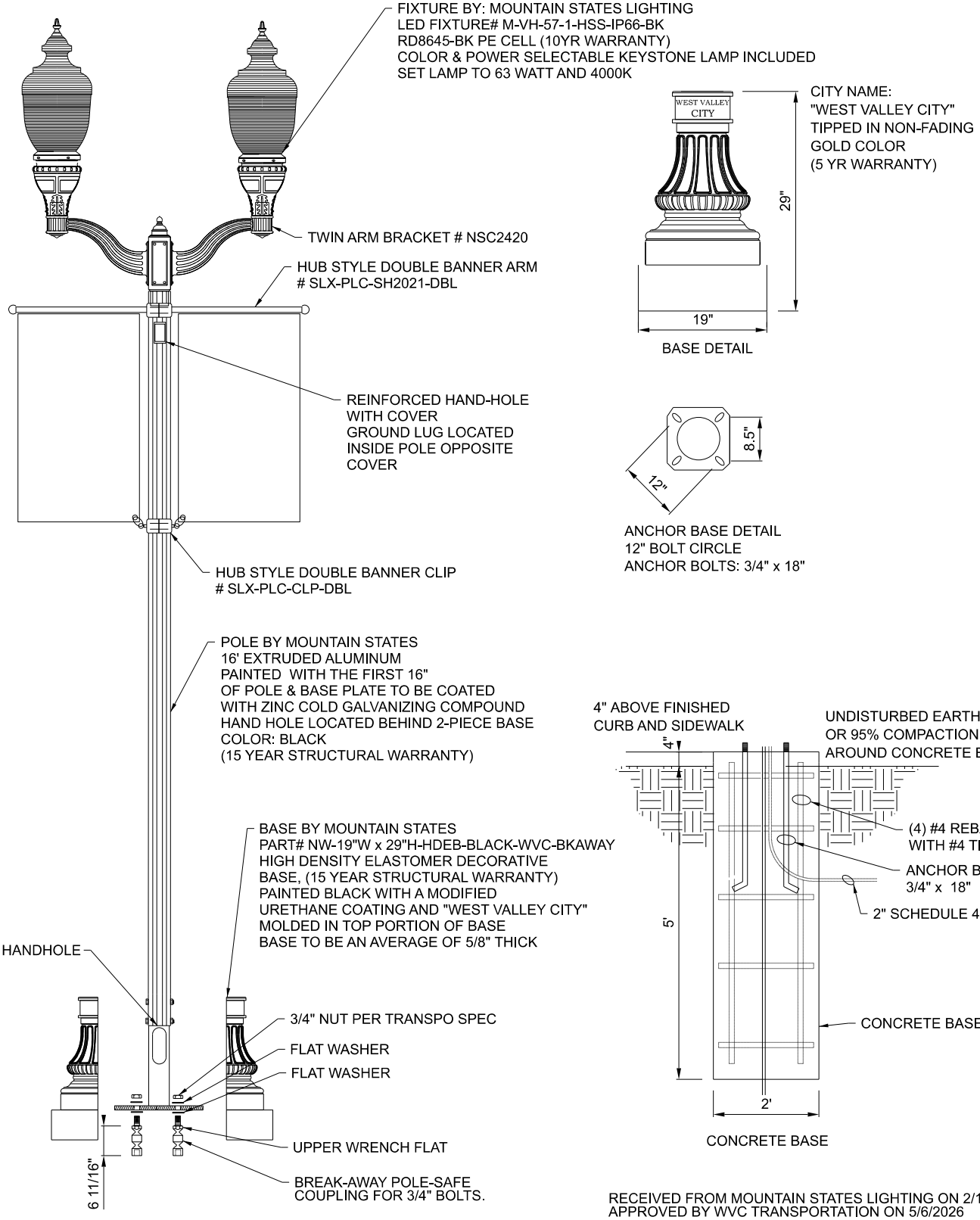
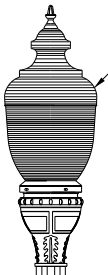


RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

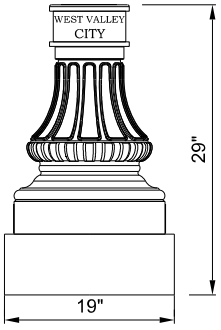
SHEET NO. LP-04	STANDARD DRAWING	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN CHECK
	ARTERIAL BREAK-AWAY		
	DUAL STREET LIGHT		DRAWN CHECK
	PROJECT NUMBER WVC STREET LIGHTING	DESIGN PROFESSIONAL ENGINEER 5/6/2026 DATE	REMARKS / DATE / NO. / BY REVISIONS

5/6/2026 11:14:58 AM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Street Lights 2026\LP-04 3500 South.dgn

FIXTURE BY: MOUNTAIN STATES LIGHTING
LED FIXTURE# M-VH-57-1-HSS-IP66-BK
RD8645-BK PE CELL (10YR WARRANTY)
COLOR & POWER SELECTABLE KEYSTONE LAMP INCLUDED
SET LAMP TO 63 WATT AND 4000K

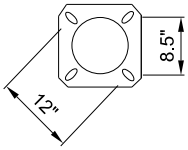


REINFORCED HAND-HOLE
WITH COVER
GROUND LUG LOCATED
INSIDE POLE OPPOSITE
COVER



CITY NAME:
"WEST VALLEY CITY"
TIPPED IN NON-FADING
GOLD COLOR
(5 YR WARRANTY)

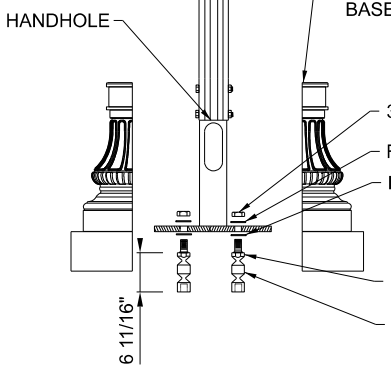
BASE DETAIL

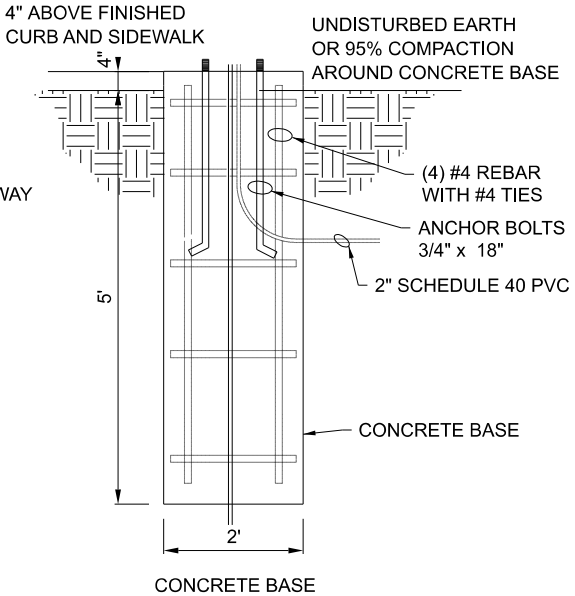


ANCHOR BASE DETAIL
12" BOLT CIRCLE
ANCHOR BOLTS: 3/4" x 18"

POLE BY MOUNTAIN STATES
16' EXTRUDED ALUMINUM
PAINTED WITH THE FIRST 16"
OF POLE & BASE PLATE TO BE COATED
WITH ZINC COLD GALVANIZING COMPOUND
HAND HOLE LOCATED BEHIND 2-PIECE BASE
COLOR: BLACK
(15 YEAR STRUCTURAL WARRANTY)

BASE BY MOUNTAIN STATES
PART# NW-19"W x 29"H-HDEB-BLACK-WVC-BKAWAY
HIGH DENSITY ELASTOMER DECORATIVE
BASE, (15 YEAR STRUCTURAL WARRANTY)
PAINTED BLACK WITH A MODIFIED
URETHANE COATING AND "WEST VALLEY CITY"
MOLDED IN TOP PORTION OF BASE
BASE TO BE AN AVERAGE OF 5/8" THICK



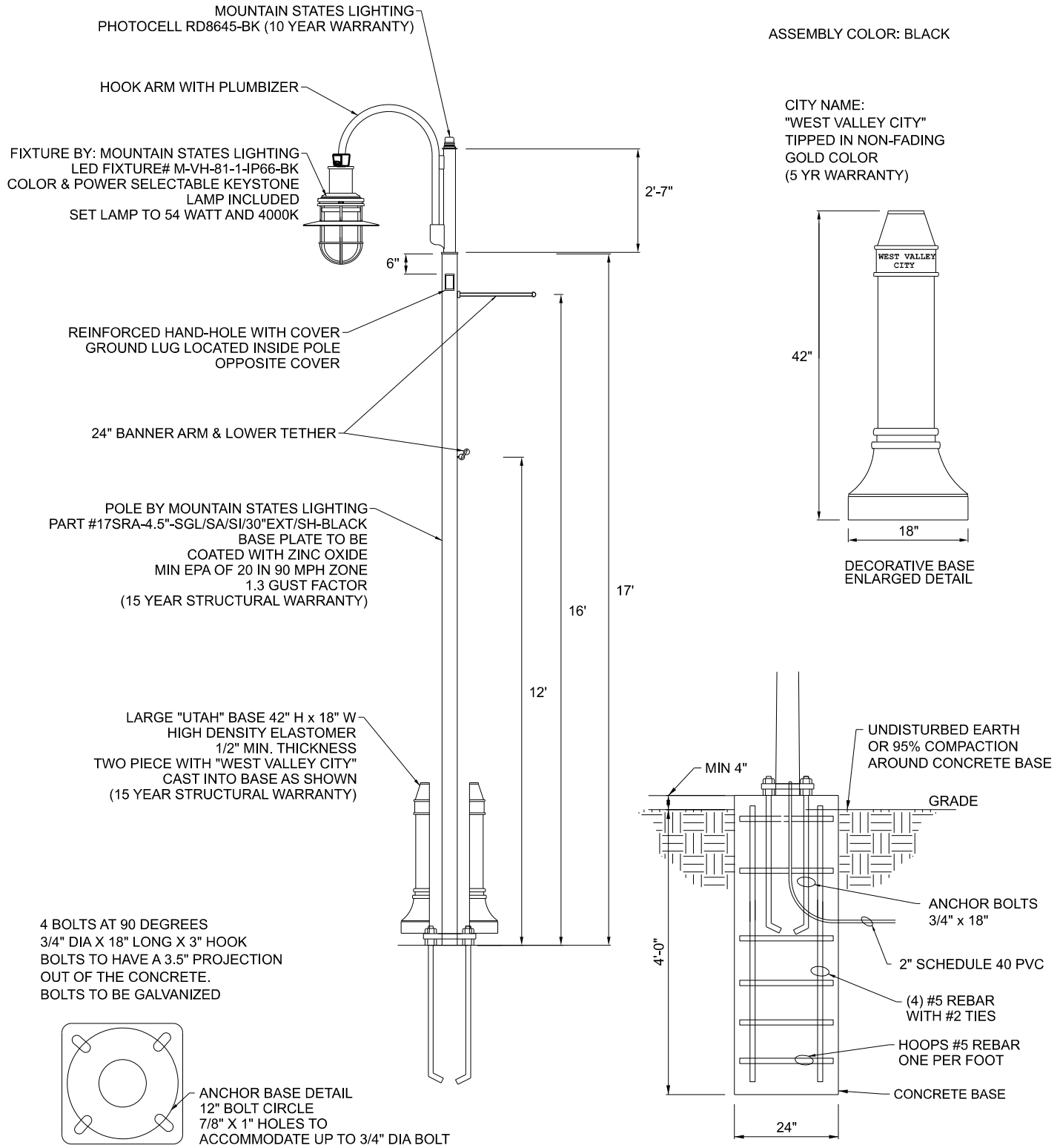


CONCRETE BASE

RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-04A	STANDARD DRAWING	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN	REMARKS / DATE / NO. / BY
	ARTERIAL BREAK-AWAY		CHECK	REVISIONS
	SINGLE STREET LIGHT		DRAWN	
	PROJECT NUMBER WVC STREET LIGHTING	DESIGN PROFESSIONAL ENGINEER 5/6/2026 DATE	CHECK	

5/6/2026 11:17:38 AM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Street Lights 2026\LP-04A 5600 West.dgn



RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-05

STANDARD DRAWING

SINGLE SIDEWALK LIGHT

PROJECT NUMBER WVC STREET LIGHTING

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN _____ PROFESSIONAL ENGINEER 5/12/2026 DATE

DESIGN __-__ ____
CHECK __-__ ____
DRAWN __-__ ____
CHECK __-__ ____

REMARKS	DATE	NO.	BY
REVISIONS			

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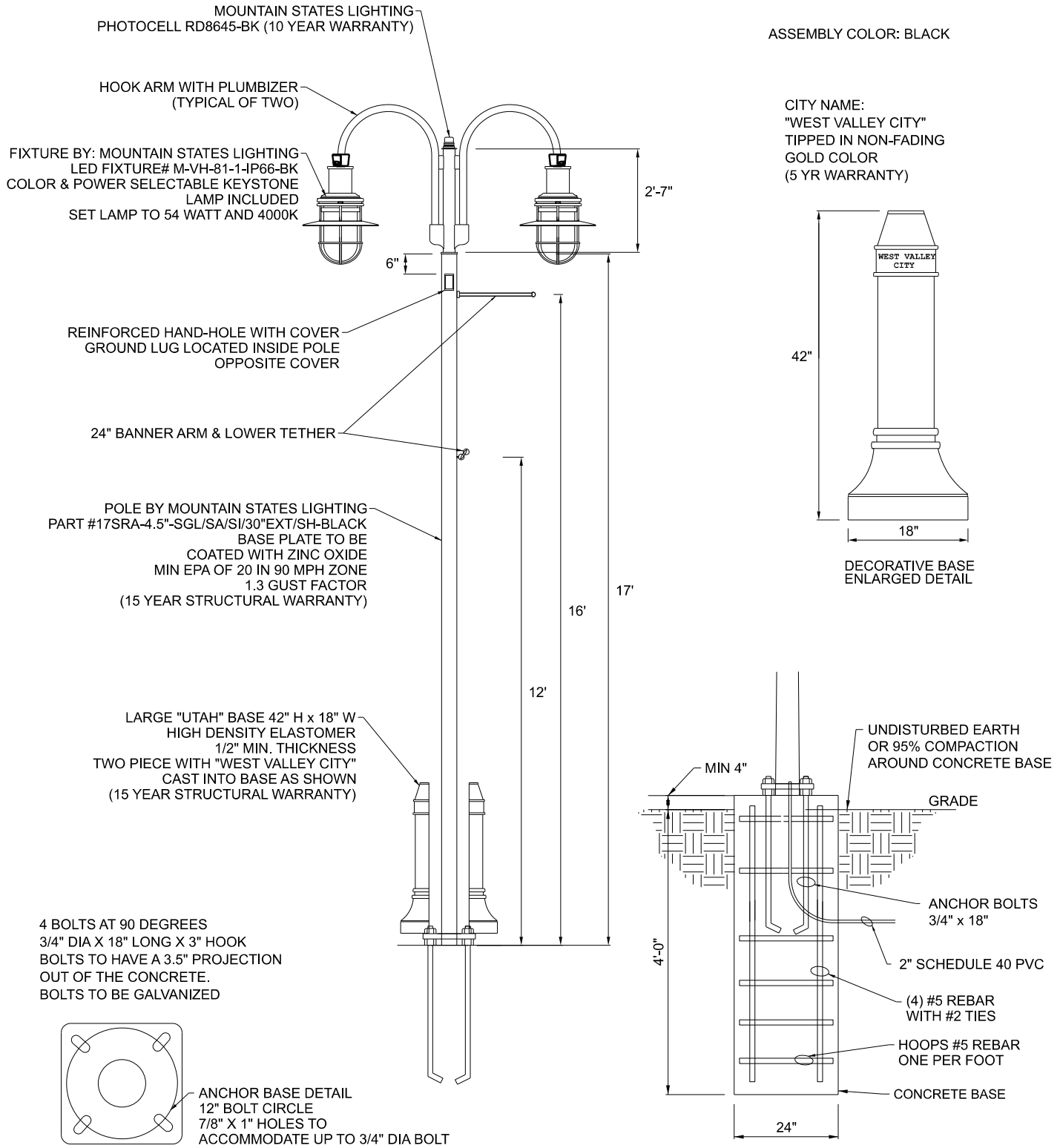

RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-06

STANDARD DRAWING

DUAL SIDEWALK LIGHT

PROJECT NUMBER WVC STREET LIGHTING

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN _____ PROFESSIONAL ENGINEER 5/12/2026 DATE

DESIGN ___ ___
CHECK ___ ___
DRAWN ___ ___
CHECK ___ ___

REMARKS	DATE	NO.	BY
REVISIONS			

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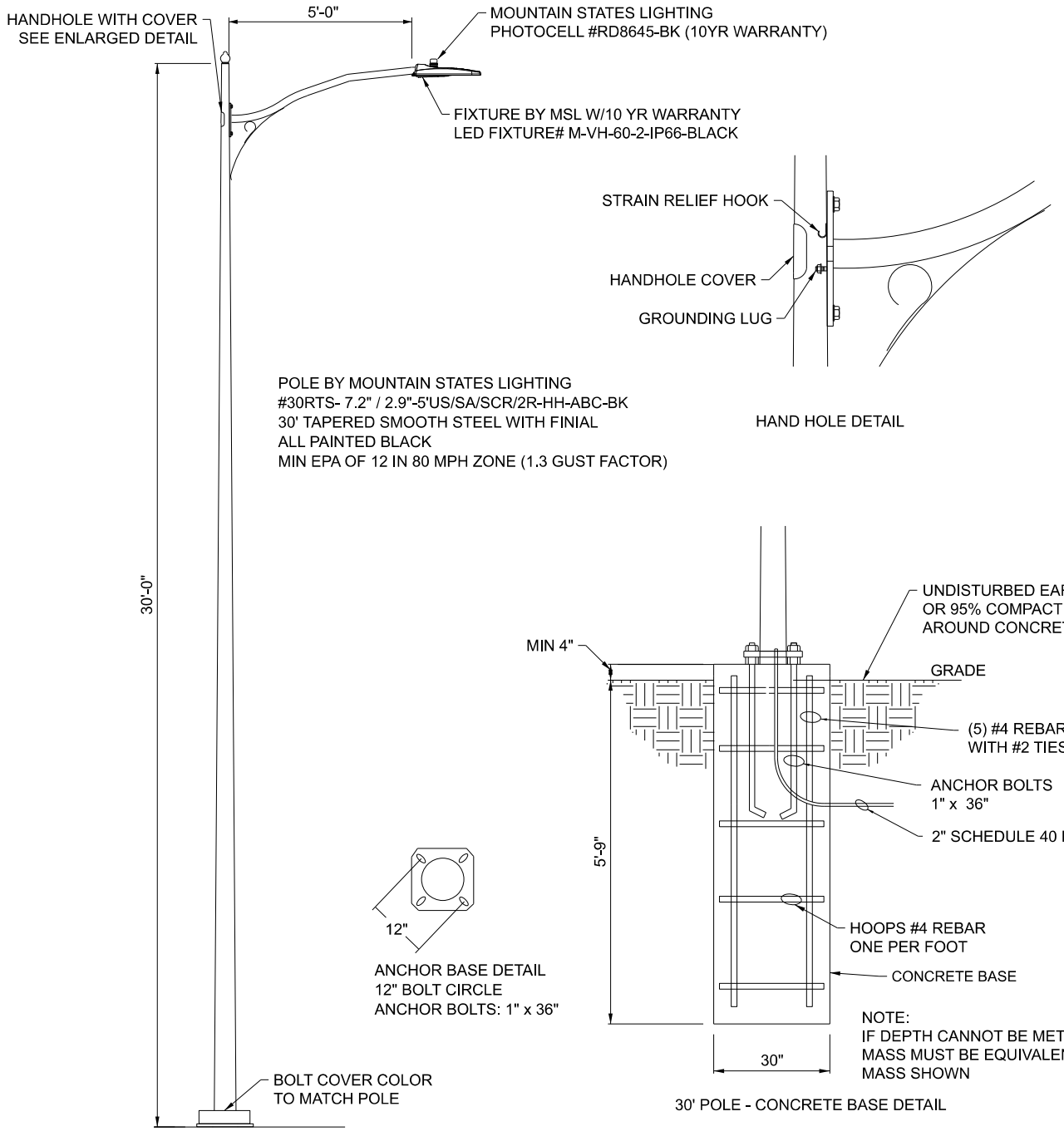


RECEIVED FROM MOUNTAIN STATES LIGHTING ON 2/12/2026
APPROVED BY WVC TRANSPORTATION ON 5/6/2026

SHEET NO. LP-07	STANDARD DRAWING INDUSTRIAL STREET LIGHT	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN CHECK DRAWN CHECK	REMARKS / DATE / NO. / BY REVISIONS
	PROJECT NUMBER WVC STREET LIGHTING	DESIGN PROFESSIONAL ENGINEER 5/6/2026 DATE		

5/6/2026 11:23:18 AM C:\Users\jeff.ray\West Valley City\Standards - Documents\WEST VALLEY CITY\WVC Street Lights 2026\LP-07 Industrial.dgn

ZT-5-2026
Applicant: West Valley City
Request: Updates to the City's Engineering Standards

BACKGROUND:

The West Valley City Public Works Department is requesting an update to the City's Engineering Standards. Included with this report is a copy of the current Engineering Standards, the proposed Engineering Standards, and a summary of the proposed changes.

The American Public Works Association (APWA) recently published its 2026 standards. Some of the proposed changes to the City's Engineering Standards were made to align with the latest APWA standards. The rest of the changes are proposed to clarify certain local requirements.

The staff's view, the most significant changes from a land use perspective are:

- Updating minimum distances between access points and requiring accesses on opposing sides of a street to align.
- Requiring additional pavement width to accommodate active transportation components.
- Clarifying when a traffic impact study is required as well as the scope of the studies.
- Extending the limits that require double fixture streetlights on 3500 South.
- Requiring individual grading and drainage plans and underground storage facilities on all lots where runoff can't be directed to an approved street.
- Requiring streets cut during a pavement moratorium receive a seal coat over the full width of the roadway from intersection to intersection.

Staff Alternatives:

1. Approval. The updated Engineering Standards should be approved as proposed.

2. Continuance.

Discussion: Steve Pastorik presented the application.

Vice Chair Winter said in the introduction it states that these updates are based on the APWA standards. Is that for all of these or are some of these what the City wanted to do? Steve said it's a combination. Some of these the City wanted to do. For example, the update about the drainage, the City is concerned about the enforceability of how it's been done in the past. Another is the black powder coating on new traffic signals. That is a City preference.

Vice Chair Winters said that his other question has to do with 6.1.5.2. To clarify, it could be miles worth of road that they have to seal. Steve said that was his understanding, but asked for Brad Taylor (from Engineering) to chime in. Brad said this usually happens in residential areas, and typically we don't have cuts on the road, but there will occasionally be problems, and we try to plan ahead. We seal the road for longevity.

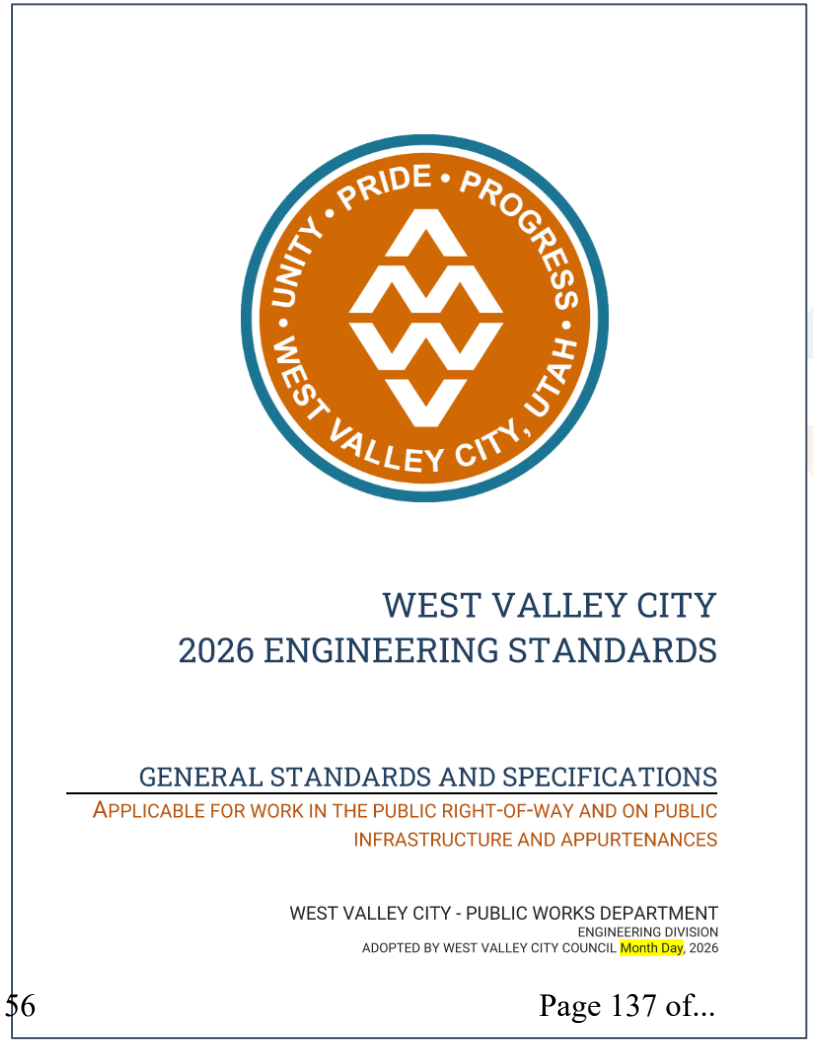
Vice Chair Winters said he had one other follow up. He said he's noticed that on the bigger roads like 5600 West cuts were made and when it was repaired it might have been at grade initially, but it sank pretty quickly and now there's a big bump and you can hear cars drive over it. He wondered if there was a requirement about the quality of the replacement and how close it is to the rest of the grades, so we don't get that additional road noise. Brad replied that they do have standards for that depending on the age of the road. They have either a quarter inch or an eighth inch deviation depending on how new the road is and if they have to have a special restoration. In some instances, it's a little bit higher and then it is ground down so it's flush. He also stated that 5600 West is a UDOT road, and he assumes they have something similar, but a lot of times if you see settling it's a problem with the subgrade or what was done in the trench. It's not always the asphalt. He said we have special provisions for that. Vice Chair Winters asked if those provisions are at time of install. As time passes are there any regulations in the city as far as that goes? Brad responded that when they issue a permit to work in the right-of-way, there is a one-year warranty period so they will check and if they see settling or issues then they'll have it replaced.

Commissioner Durfee motioned to approve the application. Commissioner Matagi seconded. All were in favor.

Unanimous – ZT-5-2026 – Approved

2026 WVC ENGINEERING STANDARDS

- Last modified and adopted in August 2020
- Reasons for Update
  - Adopt the latest available APWA standards and specifications
  - Clarify certain local requirements.



West Valley City Issue Paper

City Council Review

Description: Zoning Text Change

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Require ☐

Issue:

Application #:	ZT-2-2026
Applicant:	West Valley City
Request:	An amendment to the zoning ordinance to update standards for High-Image Arterial Streets, align with proposed changes to the City's Engineering Standards, and address City installed street trees.

Summary:

Staff is proposing a zoning ordinance amendment to change Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 and add Section 7-2-129 to update standards for High-Image Arterial Streets, align with proposed changes to the City's Engineering Standards, and address City installed street trees.

Background:

The proposed changes:

- add SR 111 (Bacchus Highway) and Brud Drive east of Mountain View Corridor to the list of High-Image Arterial Streets,
- clarify that the 20 feet of landscaping required along High-Image Arterial Streets begins at the edge of the public right-of-way,
- remove the streetlight specifications for lights along 3300/3500 South, Redwood Road, and 5600 West (the specifications are in the City's Engineering Standards),
- require consistent streetlights along 3500 South between 2700 West and 6000 West,
- modify drainage requirements for new subdivisions, and
- address City-installed street trees.

Recommendation:

The Planning Commission recommends approval.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: 7/16/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 7/16/2026

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, AND 7-11-209 AND ENACTING SECTION 7-2-129 TO UPDATE STANDARDS FOR HIGH-IMAGE ARTERIAL STREETS, ALIGN WITH PROPOSED CHANGES TO THE CITY'S ENGINEERING STANDARDS, AND ADDRESS CITY INSTALLED STREET TREES.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, the City desires to amend certain regulations concerning High-Image Arterial Streets, drainage, and City-installed street trees; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 and enact Section 7-2-129 of the West Valley City Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. Section 7-2-129 of the West Valley City Municipal Code is hereby enacted as follows:

7-2-129. CITY INSTALLED STREET TREES.

(1) The purpose of this Section is to preserve the unifying streetscape within the parkstrip along Streets where the City has installed Street trees to preserve existing trees, ensure that any lost trees are adequately replaced, and require new trees when existing curb cuts are removed. This Section is applicable to all property with Frontage on Streets where the City has installed Street trees.

(2) If an existing Street tree within the parkstrip is removed, damaged, or destroyed, the property Owner shall replace the tree according to the standards set forth in subsection (3) below.

(3) When a tree must be replaced pursuant to subsection (2) above or when existing curb cuts are to be closed due to new Development, the following standards shall apply:

a. Trees and, where applicable, tree wells shall be installed in the parkstrip at spacing consistent with the existing trees along the Street, with exceptions for curb cuts, light poles, and sight distance constraints. Where applicable, tree well grates shall match others within the parkstrip.

b. Tree species shall be consistent with the existing trees along the Street.

c. If the creation of a new section of parkstrip creates the opportunity to transplant a tree, that tree shall be transplanted in the new section of parkstrip.

d. Each tree installed shall have a minimum caliper of two inches or the caliper that was removed, whichever is greater, and be at least eight feet in height.

e. Irrigation lines and electrical lines shall be installed. The lines shall tie into existing City owned lines in the parkstrip.

f. All installations, construction, and tree placements shall be coordinated with the City to ensure compatibility with existing infrastructure.

Section 3. Amendment. Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 of the West Valley City Municipal Code are hereby amended as follows:

7-10-102. APPLICABILITY.

The requirements of this Chapter shall apply to all properties with Frontage on the following High-Image Arterial Streets ("High-Image Arterials"):

(1) 3500-3300 South (SR 171) from 7200 West to 2700 West;

(2) 5600 West (SR 172) from 3100 South to the City's south border;

(3) 2700 South (Parkway Blvd and Lake Park Blvd);

(4) 2100 South Freeway (SR 201), including the north and south Frontage roads;

(5) Bangerter Highway (SR 154);

(6) I-215 Freeway;

(7) Mountain View Corridor (SR 85);

(8) 4100-3900 South;

(9) 4700 South;

(10) 3100 South/Brud Drive east of Mountain View Corridor;

(11) 3200 West;

(12) 3600 West;

(13) 2700 West;

(14) 5400 South (SR 173); ~~and~~

(15) 6200 South~~.~~; and

(16) Bacchus Highway (SR 111)

7-10-103. LANDSCAPING STANDARDS APPLICABLE TO ALL HIGH-IMAGE ARTERIALS.

(1) All properties shall provide a minimum 20-foot landscaped buffer along the entire Frontage between the edge of the ~~Sidewalk~~ public Right-of-way and any parking area, Structure or Fence on the site. No parking, fencing, Outside Storage, above ground storm water detention or retention, or temporary signage shall be allowed within the landscape buffer. These requirements, as well as those in Part 2, shall take effect in the following situations:

a. All new construction on vacant parcels;

b. All new construction within 200 feet of a High-Image Arterial which is located on a partially developed parcel which has Frontage on such Arterial;

c. Any development to which Section 7-2-117 is applicable; or

d. Where an existing landscaped buffer is eliminated or reduced in size.

(2) There shall be a minimum of one tree planted for each 600 square feet of the gross area of the landscaped buffer as well as one of the following two options below:

a. At least 50 percent of the area of the landscaped buffer shall be planted with grass. Any

remaining area that is not grass shall include at least 50 percent live plant material coverage, not including tree canopies. Artificial turf that meets the standards in Section 7-2-127 may be used in lieu of grass and shall not exceed 50 percent of the area.

b. Seventy-five percent live plant material coverage, not including tree canopies, with a combination of deciduous and evergreen plant material and at least two Mineral Ground Cover or Mulch varieties provided throughout the area. Twenty-five percent of the plants must be a minimum of five gallons.

(3) Trees to be planted in the landscaped buffer shall be selected from the following list, unless a professionally prepared landscape plan is reviewed and approved in advance by the Planning Commission:

Trees for Landscaped Buffers Without Overhead Utilities		
Common Name	**Botanical Name**	**Average Height**
Goldenrain Tree	Koelreuteria paniculata	20' – 30'
Crimean Linden	Tilia euchlora	30' – 40'
Little-leaf Linden	Tilia cordata	30' – 40'
London Plane Tree	Platanus acerifolia	40' – 50'
Marshall Seedless Green Ash	Fraxinus pennsylvanica "Marshall"	30' – 40'
Norway Maple	Acer platanoides	30' – 40'
Thornless Honeylocust	Gleditsia triacanthos inermis	30' – 40'
Zelkova	Zelkova serrata	40' – 50'
Hackberry	Celtris occidentalis	40' – 50'
Trees for Landscaped Buffers With Overhead Utilities		
Common Name	**Botanical Name**	**Average Height**
Amur Maple	Acer ginnala	20'
City Sprite Zelkova	Zelkova serrata "JFS-KWI"	24'

Trees for Landscaped Buffers Without Overhead Utilities		
Trident Maple	Acer buergerianum	25'
Shantung Maple	Acer truncatum	20' – 25'

Deciduous trees shall be a minimum size of two-inch caliper and not less than eight feet in height.

7-10-204. DEVELOPMENT STANDARDS.

(1) All Streetscape improvements shall fit within the area reserved for a standard 20-foot Front Yard setback and the public Right-of-way. In the event that a full 30-foot width is not available within the prescribed area, City staff may adjust the Landscaping standards as necessary to meet the intent of this Section.

(2) An undulating, landscaped berm, a minimum of two to three feet high and 15 feet wide, shall be located adjacent to the back of curb.

(3) Street trees shall be planted from 20 to 50 feet apart, not to exceed an overall average spacing of 30 feet. Except for ornamental entryway trees, street tree selection and all other minimum Landscaping requirements shall be consistent with Section 7-10-103. Specific tree varieties shall be placed on both sides of every curb cut as ornamental entryway trees as specified below:

a. Thundercloud Plum trees along 3300/3500 South;

b. 'Kwanzan' Pink Flowering Cherry trees along Redwood Road; and

c. Eastern Redbud 'Forest Pansy' trees along 5600 West.

(4) A Nonmotorized Public Easement shall be granted to West Valley City. The width of the easement shall be 10 feet along 3300/3500 South and Redwood Road and six feet along 5600 West. This easement shall generally be located 15 feet from the back of curb and shall run the entire length of the Frontage along the Street. A concrete trail shall be located within the public easement along the Street. The width of the trail shall be 10 feet along 3300/3500 South and Redwood Road and six feet along 5600 West. (See Figures 1, 2 and 3.) The City reserves the right to require lane striping to separate pedestrian and bicycle areas. If at any point the trail crosses a driveway or similar Use, the concrete within the driveway shall be stamped and colored to warn both pedestrians and motor vehicle users. A concrete pathway, at least five feet wide and meeting all ADA standards, shall link the urban trail with any transit stops located along the Street. In areas where the urban trail does not align with existing Sidewalks on adjacent sites, a transition area

shall be established and improved, with the purpose of providing for public safety and convenience. The urban trail may, at the discretion of City staff, be temporarily shifted to avoid pre-existing, immovable objects. However, if the trail is moved toward the site, the required landscaped buffer must still be provided. Immovable objects shall include manholes, power poles, and other objects whose location is beyond the control of the property Owner.

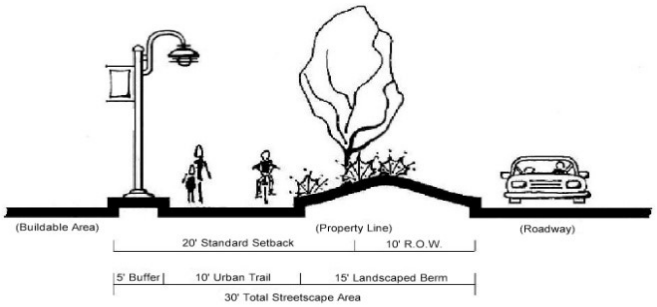


Figure 1. Cross-Section for Redwood Road and 3300/3500 South between Redwood and the Jordan River

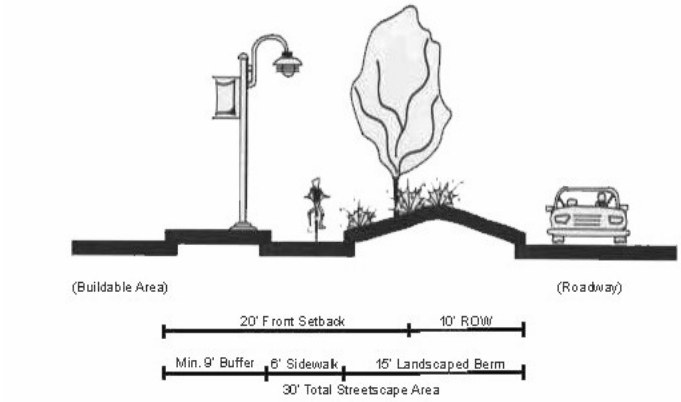


Figure 2. Cross-Section for 5600 West

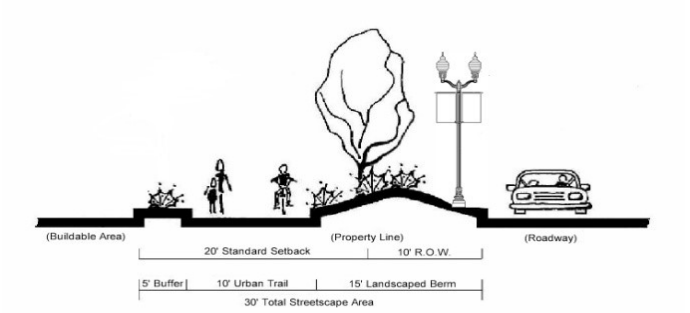


Figure 3. Cross-Section for 3500 South between 2700 West and Redwood Road

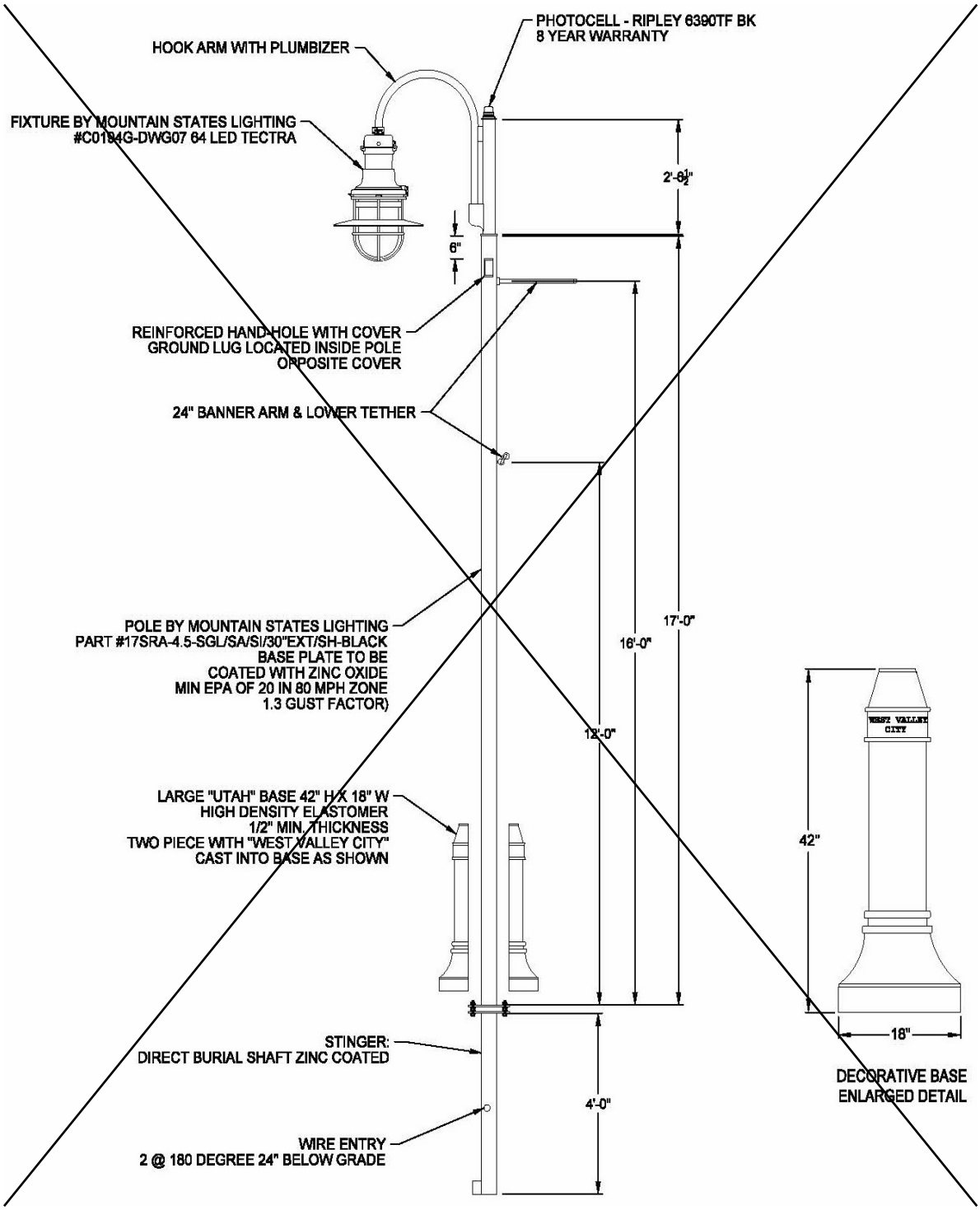
(5) Overall site Landscaping coverage requirements shall be reduced to 90 percent of current standards to compensate for Streetscape improvements. For example, the C-2 zone shall be reduced from 15 percent to 13.5 percent.

(6) A landscaped buffer shall be located between the trail and any Development. The width of the buffer shall be five feet along 3300/3500 South and Redwood Road and nine feet along 5600 West. This buffer shall be used for pedestrian scale lighting, Landscaping, or any other City approved purpose that promotes a transition between urban trail traffic and on-site Development. The Owner shall grant an easement to the City for the buffer in order to maintain lighting fixtures or other City utilities.

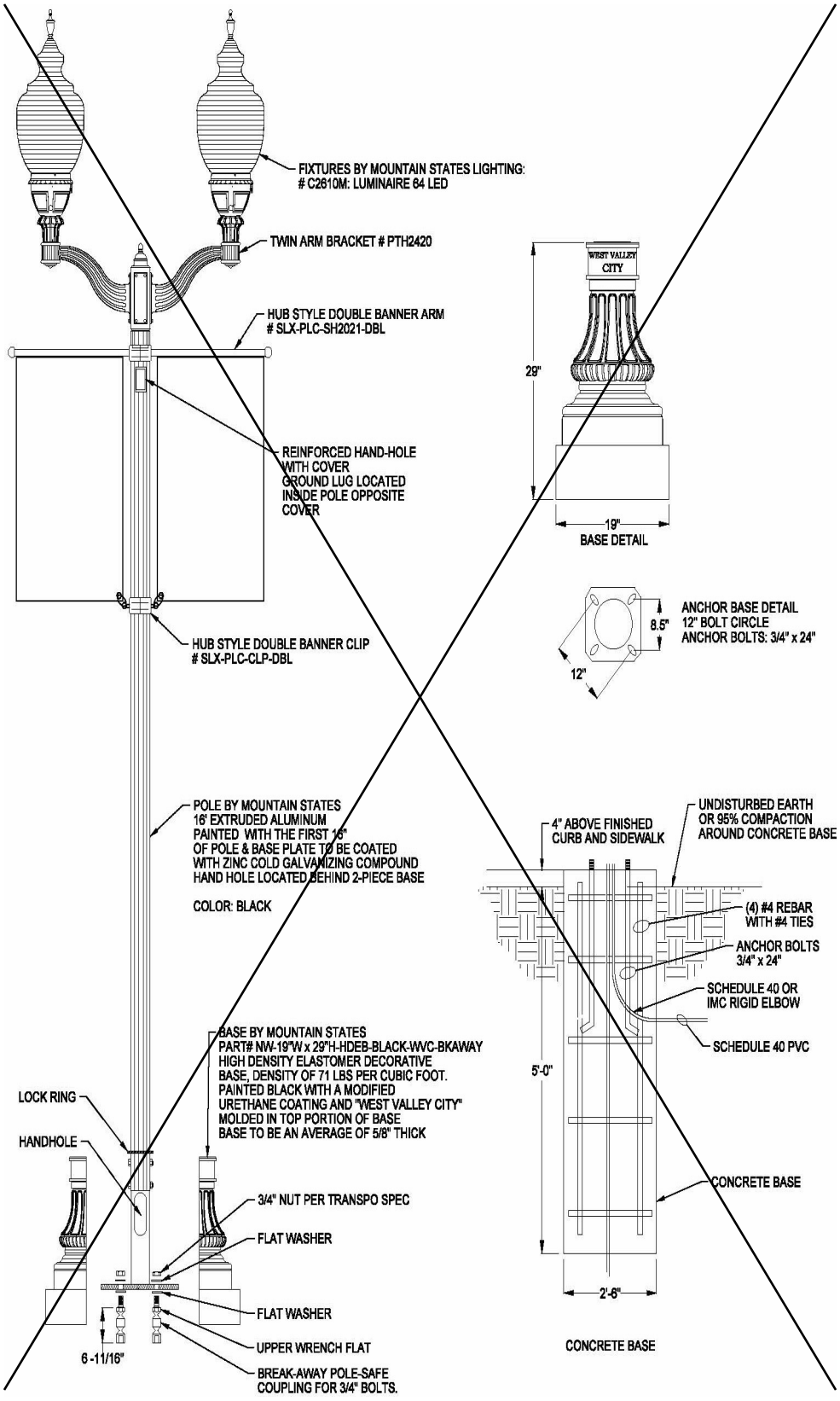
(7) Streetscape lighting shall be installed by the Owner with Frontage along 3300/3500 South between Redwood Road and the Jordan River, along Redwood Road, and along 5600 West. ~~using Streetscape Lighting A, which~~ Streetscape lighting along these roads shall be provided at an average interval of 90 feet or less. At no time shall there be a space between light fixtures larger than 100 feet or less than 80 feet. The style and height of the light fixtures shall be uniform along the entire length of the Streetscape area, and shall conform to the City's adopted Engineering Standards. ~~(See Figure 4, Streetscape Lighting A, for the general appearance of Streetscape lighting fixtures.)~~

(8) Streetscape lighting shall be installed by the Owner with Frontage along 3500 South between 2700 West and Redwood Road. ~~using Streetscape Lighting B which~~ Streetscape lighting along this road segment shall be provided at an average interval of 150 feet or less. At no time shall there be a space between light fixtures larger than 160 feet or less than 140 feet. The style and height of the light fixtures shall be uniform along the entire length of the Streetscape area, and shall conform to the City's adopted Engineering Standards ~~(see Figure 5 – Streetscape Lighting B, for the general appearance of Streetscape lighting fixtures)~~. The placement of such lighting within the

Building/parking buffer strip or 15-foot landscaped berm shall be reviewed by the Planning Commission for Conditional Use applications. Light fixtures must be inspected and approved by City Staff or the City's designee prior to final Building inspection.



~~Figure 4. Streetscape Lighting A, Standard Drawing LP-05~~



~~Figure 5. Streetscape Lighting B, Standard Drawing LP-04~~

(9) No Fences or other obstructions shall be built within the 30-foot Streetscape Area, with the exception of fire hydrants, which shall be placed within the 15-foot bermed area adjacent to the Street.

(10) All signs shall be set back at least one foot from the trail/Sidewalk.

7-10-300P

PART 3 – 3500 SOUTH STREETSCAPE LIGHTING BETWEEN 2700 WEST AND ~~BANGERTER HIGHWAY~~6000 WEST

7-10-301. PURPOSE AND LOCATION.

The purpose of this Part is to preserve and expand the unifying ~~Streetscape~~ streetscape lighting within the parkstrip along 3500 South ~~and to preserve existing trees, ensure that any lost trees are adequately replaced, and require new trees when existing curb cuts are removed~~. This Part is applicable to all property with Frontage on 3500 South between 2700 West and ~~Bangerter Highway~~6000 West.

7-10-302. DEVELOPMENT STANDARDS.

Streetscape lighting shall be installed within the parkstrip by the Owner with Frontage along 3500 South between 2700 West and 6000 West. Streetscape lighting along this road segment shall be provided at an average interval of 150 feet or less. At no time shall there be a space between light fixtures larger than 160 feet or less than 140 feet. The style and height of the light fixtures shall be uniform along the entire length of the streetscape area and shall conform to the City's adopted Engineering Standards. Light fixtures must be inspected and approved by City Staff or the City's designee prior to final Building inspection. These requirements shall take effect in the following situations:

(1) All new construction on vacant parcels;

(2) All new construction within 200 feet of 3500 South which is located on a partially developed parcel which has Frontage on 3500 South; or

(3) Any development to which Section 7-2-117 is applicable.

~~(1) If an existing Street tree within the parkstrip is removed, damaged, or destroyed, the property Owner shall replace the tree according to the standards set forth in subsection (2) below.~~

~~(2) When a tree must be replaced pursuant to subsection (1) above or when existing curb cuts are to be closed due to new Development, the following standards shall apply:~~

~~a. Within the park strip, 3.5' tree wells shall be installed at spacing consistent with the existing tree wells on the site and on adjacent sites. Tree wells shall be spaced on average 20-25' apart on center along 3500 South, with exceptions for curb cuts, light poles, and sight distance constraints. All new sections of park strip with a minimum length of 22' shall have at least 2 tree wells. Tree well grates shall match others on the site.~~

~~b. If the creation of a new section of park strip creates the opportunity to transplant a tree, that tree shall be transplanted in one of the tree wells of the new park strip.~~

~~c. One Musashimo Zelcova (Zelcova Serrata Musashimo) tree of a minimum caliper of two inches or the caliper that was removed, whichever is greater, and not less than eight feet in height shall be planted in each tree well.~~

~~d. Irrigation lines and electrical lines shall be installed. The lines shall tie into existing City owned lines in the park strip.~~

~~e. All installations, construction, and tree placements shall be coordinated with the City to ensure compatibility with existing infrastructure.~~

7-11-209. GENERAL REQUIREMENTS.

(1) Any previously occupied dwelling which is to be moved from an existing location to a Lot within West Valley City shall be inspected by the Chief Building Official of West Valley City, or his/her designated representative, prior to the move to ensure that it meets applicable building codes.

(2) Final grading of individual Lots shall be performed in such a way that excess water shall be contained entirely on the site~~, or~~ directed to an improved Street or directed to an HOA maintained common area approved for storm water conveyance/storage without crossing another Lot or parcel ~~directed to an approved drainage inlet, drainage channel or drainage easement~~. ~~Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the Subdivision approval or otherwise.~~ In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

(3) All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

Section 4. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 5. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-2-2026
Applicant: West Valley City
Request: A zone text change to amend the zoning ordinance to update standards for High-Image Arterial Streets, align with proposed changes to the City's Engineering Standards, and address City installed street trees.

BACKGROUND:

Staff is proposing a zoning ordinance amendment to change Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 and add Section 7-2-129 to update standards for High-Image Arterial Streets, align with proposed changes to the City's Engineering Standards and address City installed street trees. This report summarizes the changes by section and provides an explanation for each change.

Section 7-10-102
This section of code identifies those streets that are considered High-Image Arterial Streets. The first change clarifies that 3100 South also includes Brud Drive east of Mountain View Corridor. 3100 South becomes Brud Drive west of 5600 West. This segment of Brud Drive is commercial while the portion west of Mountain View Corridor is residential.

The second change adds Bacchus Highway (SR 111) to the list of High-Image Arterial Streets. Up until recently, staff largely did not anticipate new commercial/industrial development along SR 111 given Northrop Grumman's ownership. However, following the property swap between Northrop Grumman and Kennecott, new commercial/industrial development along SR 111 is likely.

Section 7-10-103
This section outlines the landscaping standards that are applicable along High-Image Arterial Streets. The proposed change clarifies that the required 20 feet of landscaping begins at the edge of the public right-of-way instead of the edge of the sidewalk. In many cases, the edge of the public right-of-way is the edge of the sidewalk. However, on some streets like I-215 or Mountain View Corridor, there is no sidewalk.

Section 7-10-204
This section identifies development standards that are unique to 3300/3500 South, Redwood Road, and 5600 West. The first change reiterates that the standards apply to property owners with frontage along the specified streets. The second change removes references to specific street lights as these specifications are called out in the City's adopted Engineering Standards.

Sections 7-10-300P, 7-10-301, and 7-10-302
These sections currently address street tree requirements along 3500 South between 2700 West and Bangerter Highway. The changes:

- remove the street tree requirements (these are now addressed in Section 7-2-129),
- change the purpose to address streetlights,
- expand the geographic scope west to 6000 West,
- include spacing requirements, and
- explain when new streetlights are required.

As discussed below in the heading for Section 7-2-129, the street tree requirements were moved because there are now multiple streets with City-installed street trees. The streetlight requirements were added because 3500 South already has consistent streetlights between 2700 West and Bangerter Highway and between 5450 West and 6000 West. As new development/redevelopment occurs along this segment of 3500 South, consistent streetlighting will be installed for a more uniform street.

Section 7-11-209

This section addresses, among other items, grading and drainage requirements for new single unit or two unit dwelling developments. The change clarifies that excess water on a lot cannot be directed to adjoining property unless the adjoining property is HOA maintained common area approved for storm water conveyance/storage. The change aligns with the updates proposed to the City's Engineering Standard in application ZT-5-2026. In the past, the City has approved the use of drainage swales in easements to allow excess water to drain across adjoining properties. The problem with these drainage swales is that property owners sometimes fill them, which then creates drainage problems that are very difficult for the City to resolve.

Section 7-2-129

This new section addresses requirements for street trees where the City has installed street trees. This section was added to preserve City-installed street trees and to get additional street trees when curb cuts are eliminated.

Through several road projects in the City, there are now City-installed street trees on the following streets:

1. Parkway Blvd. between Mountain View Corridor and 6400 West
2. 2700 West between 3650 South and 4525 South
3. 3500 South between 2700 West and Bangerter Highway
4. 3500 South between 5450 West and 6000 West
5. 3650 South between 2700 West and 3200 West
6. 4100 South between 4000 West and 6000 West
7. 4700 South between 4725 West and 5600 West
8. 5600 West between 3360 South and 3575 South

Since the list of streets with City-installed street trees continues to grow, staff is not proposing to include this list in the ordinance. Instead, staff will maintain a current working list to administer the ordinance.

Staff Alternatives:

1. Approval. The ordinance change should be approved.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial. This application should be denied.

Discussion: Steve Pastorik presented the application.

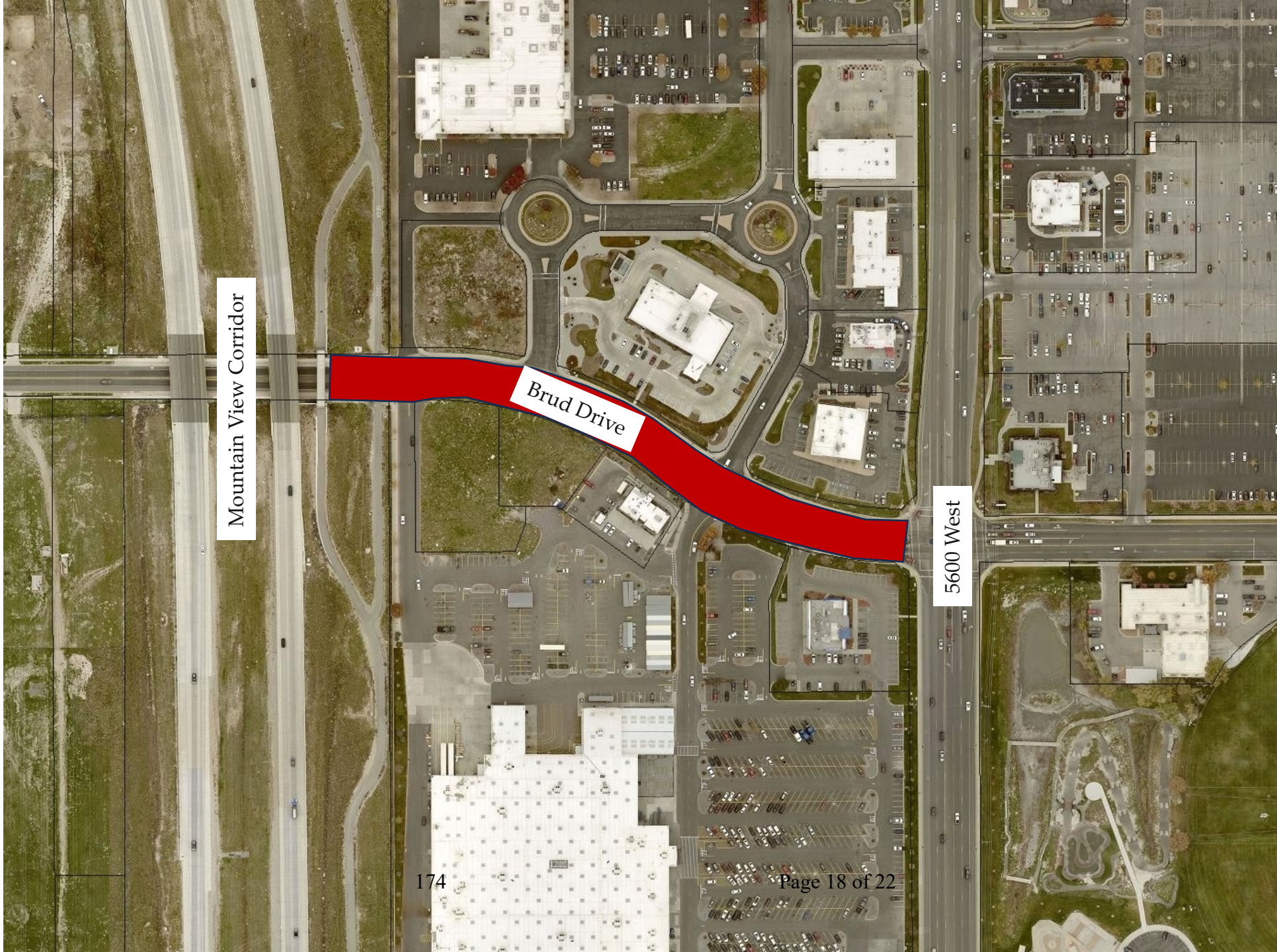
Vice Chair Winters motioned to approve the application. Commissioner Matagi seconded. All were in favor.

UNANIMOUS— ZT-2-2026—APPROVED

ZT-2-2026

- Applicant: West Valley City
- Request: A change to the City's Zoning Ordinance by amending Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 and adding Section 7-2-129 to update standards for High-Image Arterial Streets, align with proposed changes to the City's Engineering Standard, and address City installed street trees.
- Staff: Steve Pastorik

ZT-2-2026



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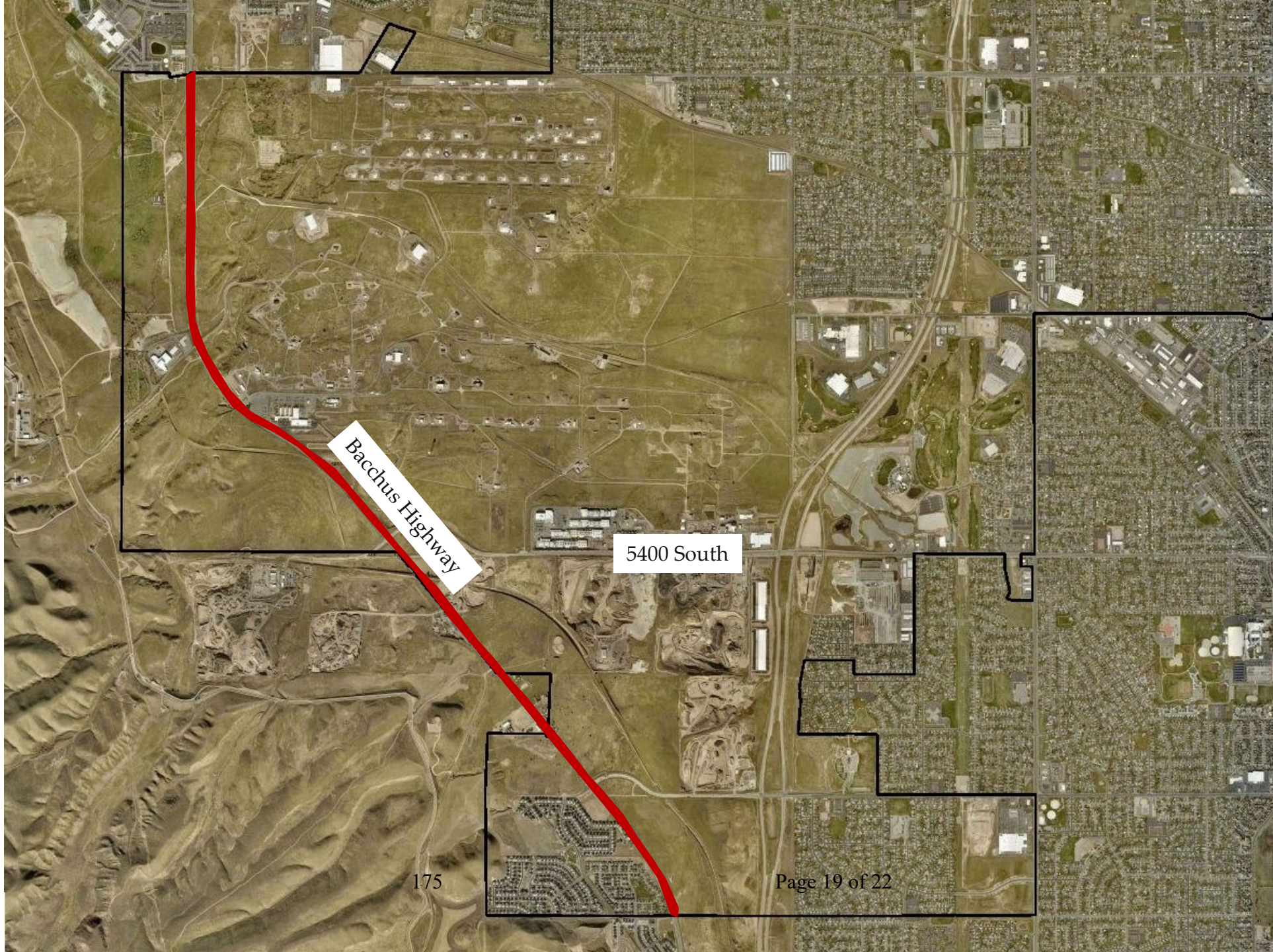

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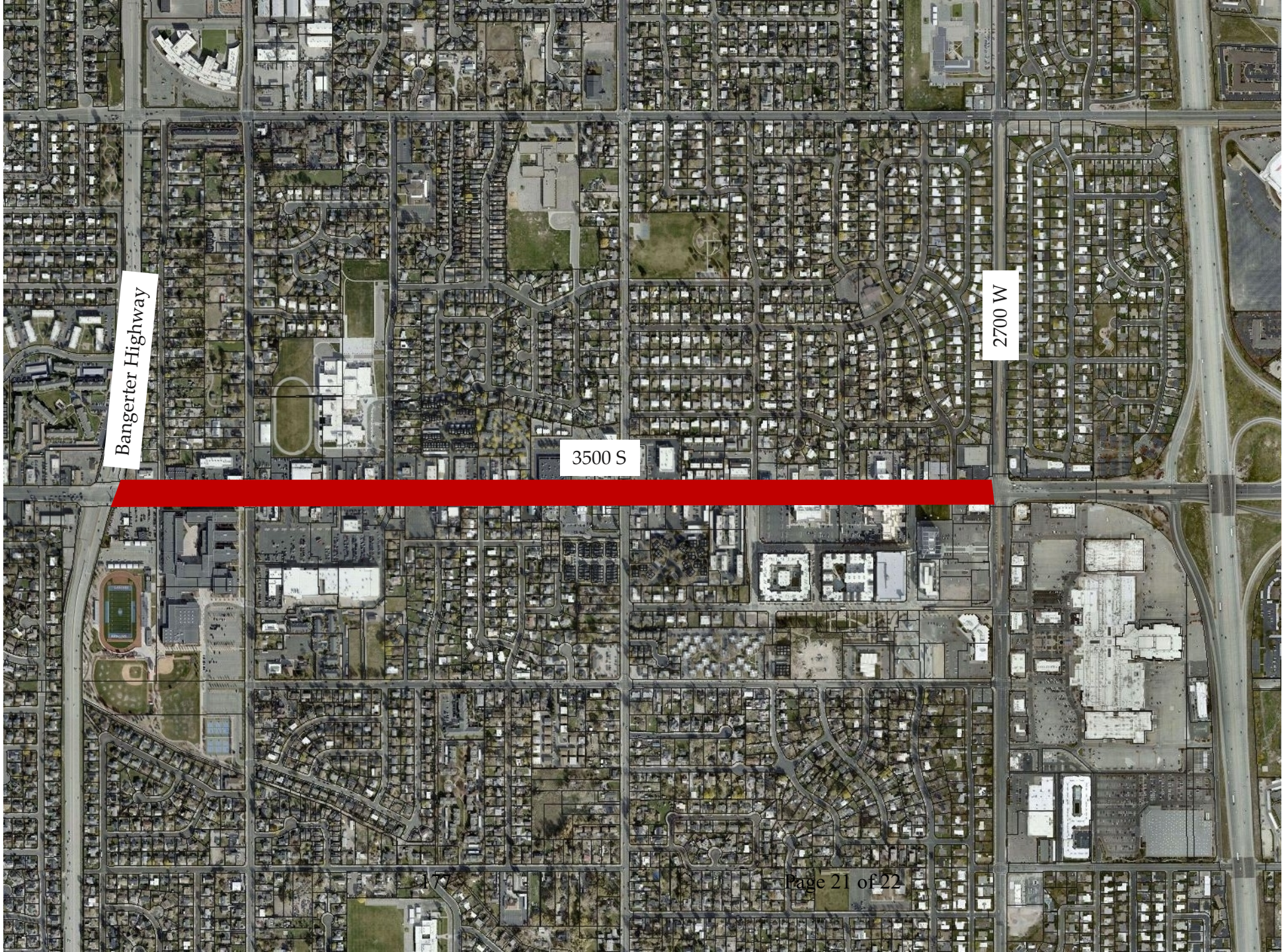

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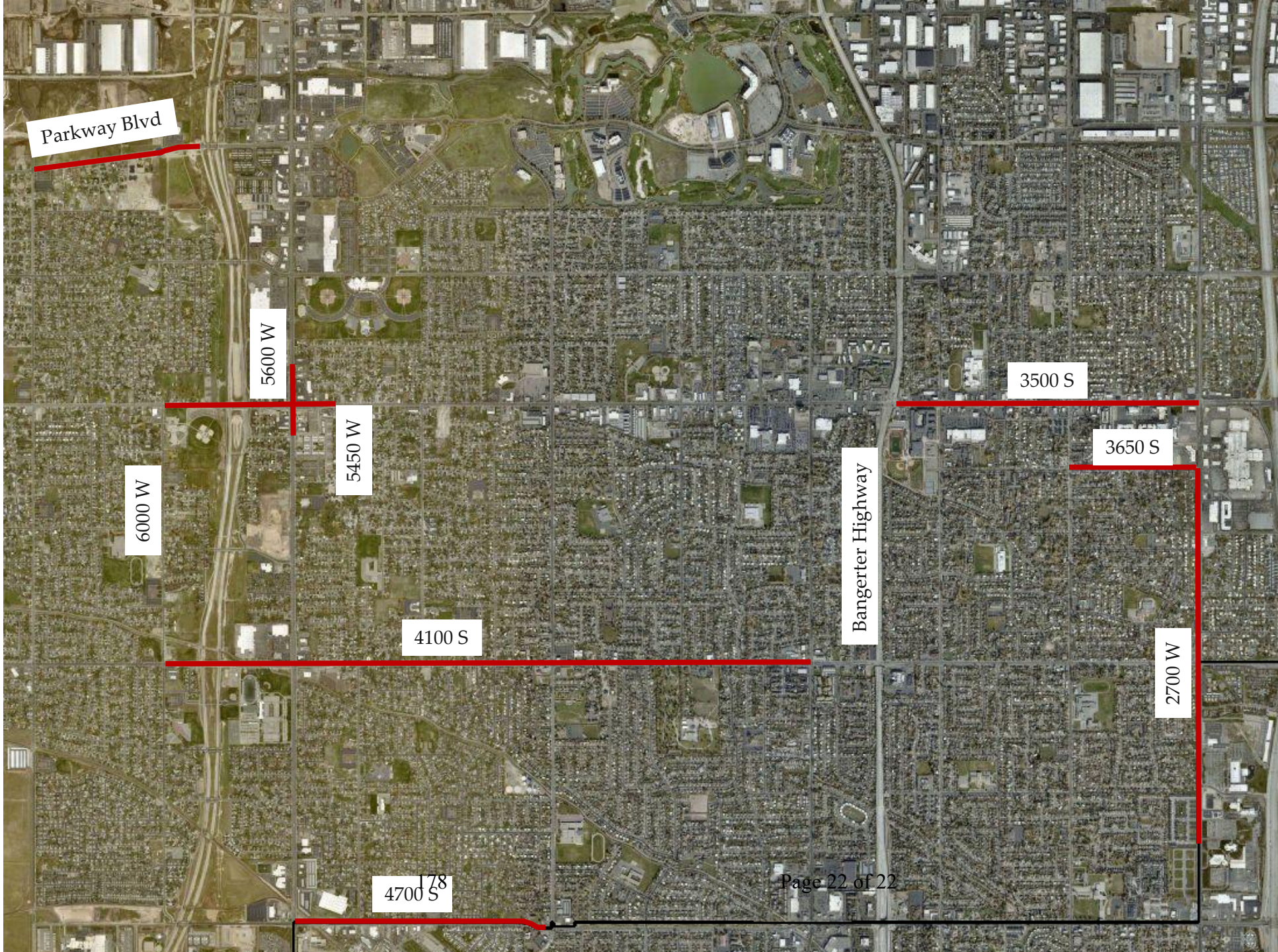

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West Valley City Issue Paper

City Council Review

Description: Zone Text Change

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Require ☐

Issue:

Application #:	ZT-3-2026
Applicant:	West Valley City
Request:	An amendment to the zoning ordinance to change the standard for fences in the front yard of properties with frontage on 4100 South.

Summary:

City staff is proposing a change to the zoning ordinance to amend Section of 7-2-114.

Background:

At the request of the Public Works Department, the City Council passed Ordinance 21-03 on 1/26/2021. This ordinance required all new fences in the front yards of properties with frontage on 4100 South to be black ornamental iron or aluminum that met certain rail specifications.

At the request of a property owner along 4100 South who wanted to install a different type of fence along 4100 South, the City Council discussed the 2021 fence ordinance during their study meetings on 5/12/2026 and 6/9/2026. Following the discussion on 6/9, the Council directed staff to amend the ordinance to allow other fence materials along 4100 South except for chain-link fences.

Recommendation:

The Planning Commission recommends approval.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: 7/16/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 7/14/2026

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-2-114 TO CHANGE THE STANDARD FOR FENCES IN THE FRONT YARD OF PROPERTIES WITH FRONTAGE ON 4100 SOUTH.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, the City desires to amend certain regulations concerning fences in the front yard of properties with frontage on 4100 South; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 7-2-114 of the West Valley City Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 7-2-114 of the West Valley City Municipal Code is hereby amended as follows:

7-2-114. FENCES AND MASONRY WALLS.

(1) A six-foot-tall Fence may be constructed on or within property lines, as shown on the official plats maintained in the Office of the Salt Lake County Recorder, in Side and Rear Yards. This shall include Side Yards of Corner Lots. Permitted residential fencing materials are limited to vinyl, masonry, wrought iron style (metal), wood, hedges and chain-link. Fencing materials

shall be of materials originally intended for fencing and shall not include materials intended for other purposes. Metal panels, barbed or razor wire, and livestock Fences are expressly prohibited in Residential Zones. Livestock fencing is permitted only in an Agricultural Zone or for the containment of Animals in association with an approved residential Nonconforming Use of Animals.

(2) In Front Yards, a 20-foot setback from the front property line shall be maintained for Fences over four feet in height. Fences four feet or less in height which are at least 50 percent transparent are allowed up to the front property line or, if a Sidewalk exists, up to the Sidewalk. No solid Fence over three feet in height shall be allowed closer than 20 feet to the front property line.

(3) Residential properties along Major or Minor Arterials shall adhere to either of the following regulations:

a. Hedges shall be permitted up to the property line that is adjacent to an Arterial Street or, if a Sidewalk exists, up to the edge of the Sidewalk. Hedges shall exclude poisonous, noxious, thorn-bearing, and fruit-bearing plant materials. Hedges shall be limited to six feet in height. Hedges shall be trimmed and maintained and shall not be permitted to grow into the public Right-of-way; or

b. Fences or walls shall be no taller than six feet in height and shall be set back a minimum of 10 feet from the front property line. The 10-foot front setback area between the public Right-of-way and the Fence or wall shall be maintained with Landscaping that contains a minimum of 50 percent live plant material and shall be kept weed free.

(4) For properties with frontage on 4100 South, ~~all new Fences constructed in the Front Yard shall be black ornamental iron or aluminum metal fences with three rail panels, three- or four-inch air gaps between all posts and pickets, two-and-one-half-inch-wide posts, and three-quarter-inch-wide square pickets~~ no new Fences constructed in the Front Yard shall be chain link.

(5) *Fence Height.* Where there is a difference in the Grade of the properties on either side of a Fence or wall, the height of the Fence or wall shall be measured from the average Grade of the higher property. Average Grade shall be established based on elevations of finish Grade within five feet of the proposed Fence line. When a retaining wall exists at the property line, Fence height may be measured from the higher side of the wall. A Sound Wall may exceed the height standards when constructed next to a Major Arterial Street or Freeway. In the M zone, barbed wire atop a

Fence constructed in compliance with all applicable ordinances shall not count toward Fence height.

(6) When requested, the Zoning Administrator may grant a waiver or modification of any height requirements of this Section upon finding that the waiver or modification will not circumvent the intent of the requirements.

(7) All Fences shall be maintained in good condition, at all times, by the Owner or occupant of the property. Fence maintenance shall meet the following standards:

a. The Fence must be free of damage, breaks or missing components or parts.

b. Areas of the Fence that are leaning more than 20 degrees from vertical, buckling, sagging or deteriorating must be repaired or replaced with materials and color similar to its original construction.

c. The area at the base must be kept free of debris and neatly trimmed.

d. Where fencing has been previously painted and there are areas of chipping, peeling, scaling or missing paint equal to or greater than 20 percent of the Fence surface, then the surface must be repainted or stripped of all paint.

e. Wrought iron style (metal) Fences shall be treated in a manner to prevent rust.

(8) Masonry Walls required in this Title shall meet the following minimum thicknesses:

a. Four inches for precast concrete; and

b. Six inches for concrete block, stone, or brick.

(9) Masonry Walls required in Sections 7-7-119 and 7-13-705 shall meet the following requirements:

a. The wall shall be constructed of precast concrete posts and panels using the Ashlar Slate pattern.

b. The base paint color to be applied to the entire wall shall be Balanced Beige (Sherwin Williams 7037). The sponge color to be applied to the patterned portion of the wall shall be Smokehouse (Sherwin Williams 7040).

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-3-2026
Application: West Valley City
Request: A zone text change to amend the zoning ordinance to change the standard for fences in the front yard of properties with frontage on 4100 South.

BACKGROUND:

Staff is proposing a zoning ordinance amendment to amend Section 7-2-114 of the Zoning Ordinance to change the standard for fences in the front yard of properties with frontage on 4100 South. This report provides a brief history of the current requirement as well as an explanation for the change.

At the request of the Public Works Department, the City Council passed Ordinance 21-03 on 1/26/2021. This ordinance required all new fences in the front yards of properties with frontage on 4100 South to be black ornamental iron or aluminum that met certain rail specifications. The following justification for this ordinance was provided by the Public Works Department:

> "The City has invested millions of dollars to the reconstruction of the 4100 South roadway. Inside the project, it is planned to replace current fencing with a wrought iron (steel/aluminum) fence. As a main artery through the City, it would be valuable to have uniform fencing along the entire corridor to continue the aesthetic of the roadway. Within the 4100 South Reconstruction Project, all fences removed will be replaced with the new style of fence. The City is offering to replace all existing fences not included within the project scope with the new style of fence. The new ordinance will require all NEW fences to be in the same style/specification."

At the request of a property owner along 4100 South who wanted to install a different type of fence along 4100 South, the City Council discussed the 2021 fence ordinance during their study meetings on 5/12/2026 and 6/9/2026. Following the Council's discussion on 6/9, they directed staff to amend the ordinance to allow other fence materials along 4100 South except for chain link fences.

For reference, staff has included the meeting minutes from the Council's discussions on 5/12/2026 and 6/9/2026 with this report.

Staff Alternatives:

1. Approval. The ordinance change should be approved.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial. This application should be denied.

Discussion: Steve Pastorik presented the application.

Commissioner Durfee said he would like to have an exception added to the ordinance that states if somebody has an existing chain link fence, they should be able to replace it with a chain link fence. No other exception, just that. Steve referred the question to Brandon, the city attorney asking if the way the code is proposed it says if someone has an existing chain link fence would we interpret that to mean they can replace their existing chain link, if it's getting really old for example or even in a maintenance scenario would they have to go with something else? Brandon said they should be able to replace it if it was pre-existing. This is only for new fences.

Chair Lovato said that there were only two chain link fences along 4100 South in the segment that was improved by the City. There is a chain link fence in front of an empty lot and there's another one that looks like part of the fence is gone, and someone just replaced it with chain link. It's just a small section.

Commissioner Porter said he thought the way it was phrased, as Brandon said, this is calling for no new fences to be constructed in the front yard that are chain link. If it's not a new fence then they are just maintaining it. Commissioner Durfee said if they were just considering that as a repair, he'd be ok with that.

Commissioner Porter made a motion for approval. Commissioner Matagi seconded. All were in favor.

ZT-3-2026

- Applicant: West Valley City
- Request: A change to the City's Zoning Ordinance by amending Section 7-2-114 to change the standard for fences in the front yard of properties with frontage on 4100 South.
- Staff: Steve Pastorik

ZT-3-2026

Fencing on 4100 South

ZT-3-2026

Current Ordinance Language

For properties with frontage on 4100 South, all new Fences constructed in the Front Yard shall be black ornamental iron or aluminum metal fences with three rail panels, three- or four-inch air gaps between all posts and pickets, two-and-one-half-inch-wide posts, and three-quarter-inch-wide square pickets.

ZT-3-2026

Proposed Ordinance Language

For properties with frontage on 4100 South, no new Fences constructed in the Front Yard shall be chain link.

West Valley City Issue Paper

City Council Review

Description: GPZ-3-2026

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Require ☐

Issue:

Application: GPZ-3-2026
Applicant: Robbie Thomson
Address: 5548 West 4100 South
Size: 1.9 acres

Summary:

A General Plan change from Non-Retail Commercial to Medium Density Residential (7 to 12 units/acre) and a zone change from RB (Residential Business) to RM (Multiple Unit Dwelling Residential).

Background:

The applicant was originally proposing to construct a 22-unit, three-story, for-sale townhome development. However, after feedback from the Commission, the latest proposal includes 21 units with three-story units on the west side and two-story units on the east side. The proposed density of the project including the R-1-8 zoned north area of the property needed for the road and the two narrow strips of property extending to 4100 South is 9.1 units/acre (21 units on 2.3 acres). All units would be front-loaded with 2-car garages and include 3 bedrooms. All garages have driveways that are deep enough to park in.

Recommendation:

The Planning Commission recommends approval subject to a development agreement.

Department: Community Development
Submitted by: Steve Pastorik, AICP
Date: 07/16/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 7/15/2026
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM NON-RETAIL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE). THE PROPERTY IS LOCATED AT 5548 WEST 4100 SOUTH ON 1.9 ACRES.

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed General Plan amendment pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the General Plan be amended as follows:

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-3-2026, filed by Robbie Thomson and located at 5548 West 4100 South, is hereby reclassified from Non-Retail Commercial to Medium Density Residential (7 to 12 units/acre). Said property being more particularly described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 89°46’16” EAST ALONG THE SECTION LINE 329.82 FEET AND NORTH 00°14’40” WEST 184.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°14’40” WEST 344.00 FEET; THENCE NORTH 00°02’00” WEST 134.20 FEET;

THENCE NORTH 78°25’29” EAST 59.75 FEET; THENCE EAST 112.50 FEET; THENCE SOUTH 00°17’47” WEST 490.86 FEET; THENCE NORTH 89°46’16” WEST 166.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,636.97 SQ/FT OR 1.90 ACRES

SECTION 2. GENERAL PLAN MAP AMENDMENT.

The West Valley City General Plan Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 07/15/2026
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM FROM RB (RESIDENTIAL BUSINESS) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL). THE PROPERTY IS LOCATED AT 5548 WEST 4100 SOUTH ON 1.9 ACRES.

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah:

SECTION 1. ZONING CHANGE.

The property described in application #GPZ-3-2026, filed by Robbie Thomson and located at 5548 West 4100 South, is hereby reclassified from zone RB (Residential Business) to RM (Multiple Dwelling Residential). Said property being more particularly described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 89°46’16” EAST ALONG THE SECTION LINE 329.82 FEET AND NORTH 00°14’40” WEST 184.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°14’40” WEST 344.00 FEET; THENCE NORTH 00°02’00” WEST 134.20 FEET; THENCE NORTH 78°25’29” EAST 59.75 FEET; THENCE EAST 112.50 FEET;

THENCE SOUTH 00°17’47” WEST 490.86 FEET; THENCE NORTH 89°46’16” WEST 166.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,636.97 SQ/FT OR 1.90 ACRES

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Description: Development Agreement with Utah Land Co, LLC

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

A resolution authorizing the City to enter into a development agreement with Utah Land Co, LLC.

Summary:

This resolution authorizes a development agreement between the City and Utah Land Co, LLC to establish minimum standards for a townhome development at 5548 West 4100 South.

Background:

Robbie Thomson has submitted a General Plan/zone change application (GPZ-3-2026) on property at 5548 West 4100 South to change the General Plan from Non-Retail Commercial to Medium Density Residential (7 to 12 units/acre) and the zoning from RB (Residential Business) to RM (Multiple Unit Dwelling Residential). The Planning Commission recommended approval of the application subject to a development agreement.

The proposed development agreement addresses the number and size of units, architecture, fencing, parking, building setbacks, height restrictions, and rental restrictions.

Recommendation:

The Planning Commission recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 7/16/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH UTAH LAND CO, LLC FOR APPROXIMATELY 2.3 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5548 WEST 4100 SOUTH.

WHEREAS, Utah Land Co, LLC (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute said Agreement for and on behalf of the City, upon approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Utah Land Co, LLC, (herein "Developer") for the land to be included in or affected by the project located at approximately 5548 West 4100 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 2.3 acres of real property located at approximately 5548 West 4100 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B" and "C". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A", "B", and "C" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Utah Land Co, LLC 9075 South 1300 East, Suite 207 Sandy, Utah 84094
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of Utah Land Co, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A: LEGAL DESCRIPTION

Parcel #: 14-36-353-042

BEG E 330 FT & N 40 FT FR SW COR SEC 36, T1S, R2W, SLM; E 25FT; N 0^13'30" W 144 FT; S 89°46'16" E 141.45 FT; N 0°18'24"E 483 FT M OR L; W 112.5 FT; N'LY ALG CURVE TO L 29.15 FT; N96.13 FT; W 55.59 FT; S 752 FT TO BEG. LESS & EXCEPT S 89°46'16" E 330 FT & N 0°13'30" W 40 FT FR SW COR SEC 36, T1S, R2W, SLM; N 0°14'37" W 4.65 FT; S 85°56'45" E 25.07 FT; S 0°13'30" E 2.98 FT; N 89°46'16" W 25 FT TO BEG.

Parcel #: 14-36-353-041

BEG S 89°46'16" E 495 FT & N 0°13'30" W 40 FT FR SW COR SEC 36, T1S, R2W, SLM; N 0°13'30" W 144 FT; N 89°46'16" W 30 FT; S 0°19'35" W 144 FT; S 89°46'16" E 30 FT TO BEG. ALSO BEG S 89°46'16" E 355 FT & N 0°13'30" W 40 FT FR SW COR SD SEC 36; N 0°19'35" E 144 FT; S 89°46' 16" E 10 FT M OR L; S 0°19'35"W 144 FT; N 89°46'16" W 10 FT M OR L TO BEG. LESS & EXCEPT BEG S 89°46'16" E 355 FT & N 0°13'30" W 40 FT FR SW COR SEC 36, T1S, R2W, SLM; N 0°13'30" W 2.98 FT; S 85°56'45" E 10.03FT; S 0°13'30" E 2.31 FT; N 89°46'16" W 10 FT TO BEG.

EXHIBIT B: DEVELOPMENT STANDARDS

Number and Size of Units

1. The maximum number of townhome units shall be 21.
2. The minimum unit size shall be 1,712 finished square feet above grade (excluding the garage) for the three-story units and 1,838 finished square feet above grade (excluding the garage) for the two-story units.

Architecture

3. All buildings shall be constructed substantially like the renderings in Exhibit C. All of the requirements in the Other Standards section below shall be met. This means that the proposed buildings may need to be revised as part of the site plan approval process.
4. Each townhome unit shall have a 2-car garage.

Project Features

5. A 6' tall masonry wall shall be installed along the west side of the property wherever this type of wall does not exist.
6. Along the north, south, and east sides of the residential development, a 6' tall vinyl fence shall be installed wherever this type of fence does not already exist.
7. In addition to parking available in the garages and driveways, at least 14 additional parking stalls shall be provided.
8. An entry feature shall be included.

General Standards

9. The City may hold the building permit for the last building until all of the required improvements (curb, gutter, sidewalk, street paving, ADA ramps, survey monuments, streetlights, amenities, landscaping, etc.) are installed.
10. The rear yard setback for the three-story units along the west side of the property may be reduced to 10 feet.
11. The front yard setback may be reduced to 18 feet for the ground floor and to 15 feet for the second and third floors.
12. At least 5 feet of landscaping shall be provided between the back of the curb of the new street and the existing masonry wall on the adjoining residential lot to the west.
13. Only two-story units may be constructed within 100 feet of the east Property line.
14. No more than 30% of all housing units in the Project may be used as rentals. At least 70% of the housing units in the Project shall be owner-occupied. These rental restrictions shall be set forth clearly in the recorded covenants and shall be enforced by the homeowners association of the Project.
15. No more than four (4) unrelated persons can live in a single home. This limitation shall also be set forth clearly in the recorded covenants and shall be enforced by the homeowners association of the Project.

Other Standards

PEDESTRIAN ACCESS AND CIRCULATION.

The Developer shall submit a detailed pedestrian circulation plan with all Development applications that demonstrates compliance with the following guidelines and standards:

(1) *Required pedestrian connections.* An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

a. The primary Entrance or Entrances to each residential Building, including clubhouses where applicable;

b. Any Sidewalks or walkways on adjacent properties that extend to the boundaries shared with the residential Development;

c. Any public Sidewalk system along the perimeter Streets adjacent to the residential Development;

d. Where applicable, adjacent Uses and Developments, including but not limited to adjacent residential Developments, Shopping Centers, office Buildings, or Restaurants; and

e. Where applicable, any adjacent Public Park, greenway, trail network, or other public or civic Use including but not limited to schools, places of worship, public recreational facilities, or government offices.

(2) *Pedestrian connections from Buildings to parking areas and amenities.* In addition to the connections required above, on-site pedestrian walkways shall connect each primary Entrance(s) of residential Buildings to:

a. All parking areas or Parking Structures that serve such Buildings;

b. Site amenities or Gathering Places; and

c. *Transit stops and transit stations.* UTA shall be contacted by the Developer during the design process to identify existing and potential transit stops. These stops shall be incorporated into the Landscaping and circulation plans for the site. When recommended by City staff and UTA staff, a concrete pad shall be included for future transit stop improvements. The pad will measure a minimum of 6' x 20' with a minimum thickness of 8". All ADA requirements shall be met as part of the design.

(3) *Walkways Along Buildings.* Continuous pedestrian walkways no less than four feet (4') wide shall be provided along any Façade featuring an Entrance and along any Façade abutting resident or visitor parking areas. Pedestrian circulation shall not be obstructed.

(4) *Walkways Through Vehicle Areas.* At each point that the on-site pedestrian walkway system crosses a Parking Lot or internal Street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in elevation or paving materials distinguished by their color, texture, or height. A walkway through the Parking Lot connecting to a walkway(s) along an adjoining Building(s) shall be required and include a four feet (4') minimum Sidewalk and planting areas for a combined minimum width of nine (9) feet. The Planning Commission may consider a shared walkway through parking areas on two adjoining parcels.

(5) *Bicycle Racks.*

a. Bicycle parking shall be provided at a ratio of one (1) space for every twenty (20) Dwelling Units.

b. Bicycle parking shall not be located where it will obstruct pedestrian movement and circulation. It shall be located at a maximum distance of one-hundred (100) feet of a

central Building Entrance or at least as close as the closest automobile space, excluding handicapped Parking Spaces.

c. All bicycle racks, lockers, or other facilities shall be securely anchored to the ground or to the Structure.

GENERAL REQUIREMENTS.

All Developments with multi-unit residential Buildings shall meet the following standards:

(1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.

(2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.

(3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.

(4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments and/or other Building variations as determined by the Planning Commission.

(5) All mechanical equipment shall be screened from view through the use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.

(6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.

(7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit .

(8) Each Dwelling Unit shall have its own kitchen and bathroom.

(9) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

BUILDING MATERIALS.
All multi-unit residential Building exteriors shall be brick, stucco, EIFS, stone, ceramic tile, faux wood composites, architectural metal panels/siding that is used only as a veneer and not as structural sheeting or sheathing, or fiber cement siding. With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60 percent of a Building's exterior. Where stucco, EIFS, ceramic tile, faux wood composites, architectural metal panels/siding or fiber cement siding are used, at least 20 percent of the Building's exterior shall be brick or stone. Corrugated metal and metal panels/siding with exposed fasteners are prohibited on Building exteriors. Wood and vinyl may be used as trim, soffits and/or accent materials only.

ASSESSMENT OF RELIEF, WINDOW, AND DESIGN TREATMENTS.
A Building relief treatment, window treatment or Building design treatment from the following three sections shall only be counted once when assessing compliance with the minimum number of treatments required.

BUILDING RELIEF TREATMENTS.
In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, Primary Façades shall include at least two of the following relief treatments. Two different relief treatments shall be utilized at least once per Dwelling Unit. Secondary Façades shall include at least one of the following relief treatments utilized at least once per two Dwelling Units, or once for a Secondary Façade with only one Dwelling Unit.

(1) Bay windows
(2) Box windows
(3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'
(4) Balconies, covered porches or prominent covered entryway
(5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

WINDOW TREATMENTS.
Primary Façades shall include at least three of the following window treatments with at least two window treatments per window. All other Façades shall utilize at least two of the following window treatments, with at least one window treatment per window. At least 25% of the Primary Façade shall be Fenestration.

(1) Varying the size and/or style of windows
(2) Windows sills
(3) Window grids
(4) Window trim
(5) Window headers
(6) Window railing
(7) Shutters
(8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

BUILDING DESIGN TREATMENTS.
Primary Façades shall include at least two of the following Building design treatments. Secondary Façades shall include at least one of the following Building design treatments.

(1) Ornamental details such as Quoins, Knee Braces and exposed joists
(2) A change of material applied to at least 20% of the Façade
(3) A change of color applied to at least 20% of the Façade
(4) Decorative Parapet
(5) Architectural Banding
(6) Cornice other than that at the top of the Building
(7) A change of pattern applied to at least 20% of the Façade (Example: changing brick work from face brick to a Soldier Course or Basket Weave Brick Pattern.)
(8) A distinguished upper floor for Buildings with at least four floors
(9) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

ROOF TREATMENTS.

(1) There shall be at least one roof articulation per Dwelling Unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips and dormers. Vertical or horizontal roof articulation is required on all primary and Secondary Façades with pitched roofs.
(2) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a Parapet wall is provided to screen the units.
(3) Gable ends must have a minimum 6-inch overhang at the eaves.
(4) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

FENCING.
Within the required setback along any property side adjacent to a Minor Street or Collector Street, solid visual barrier fencing cannot exceed two feet in height. Where a solid visual barrier Fence over two feet in height Fence is installed along a Major or Minor Arterial, the Fence must be setback at least ten feet from the public Sidewalk to allow space for Landscaping. The materials and design of a solid visual barrier Fence which is over two feet in height and placed within the required setback along a Major or Minor Arterial are subject to review by the Planning Commission to ensure compatibility with neighboring Uses.

LANDSCAPING AND RECREATION SPACE.

(1) The Development shall provide a minimum of 25% of the total Project Area as Landscaping.
(2) The Development shall provide a minimum of 50% of the total Project Area as Landscaping and Recreation Space.
(3) For Landscaped areas outside of the minimum required setbacks and outside of parking areas, one tree shall be planted for each 1,500 square feet of Landscaped area. Trees shall be a minimum size of one-and-one-half-inch caliper.

EXHIBIT C: BUILDING RENDERINGS

ARCHITECT'S INFORMATION:

RUSSELL**PLATT**
ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

LICENSED ARCHITECT
#12778939-0301
RUSSELL T PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

BISHOP

5548 W 4100 S
WEST VALLEY CITY, UT 84120

REVISIONS:		
NO.	DATE	DESCRIPTION

ISSUED: MARCH 2ND, 2026

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:

COPYRIGHT:
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SHEET TITLE:

FRONT LOAD
4-PLEX

SHEET NUMBER:

A100

Last Plotted: 3/2/2026 11:43:10 AM

Page 20 of 65

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

LICENSED ARCHITECT
#12778939
RUSSELL PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

BISHOP

5548 W 4100 S
WEST VALLEY CITY, UT 84120

REVISIONS:

NO.	DATE	DESCRIPTION

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NO.	DATE	DESCRIPTION

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RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:

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SHEET TITLE:

FRONT LOAD
3-PLEX

SHEET NUMBER:

A101

Last Plotted: 3/2/2026 11:43:14 AM

Utah Land Co., LLC

West Valley City Community Development Department
Attn: Planning & Zoning Division
3600 Constitution Blvd.
West Valley City, UT 84119

RE: General Plan Amendment and Zoning Map Amendment Request

Subject Property: 5548 W 4100 S, West Valley City, UT 84120 | Acreage: 1.99 acres

This letter is submitted in support of a request to amend the West Valley City General Plan land use designation and zoning classification for property located at 5548 West 4100 South, West Valley City, Utah.

The intent of the request is to allow the development of a 22-unit residential townhome community designed to provide high-quality housing that integrates with the surrounding neighborhood and supports the long-term planning objectives of West Valley City.

The general plan amendment and rezone request is only for 1.99 acres.

1. Current West Valley City General Plan Classification
The current General Plan land use designation for the property is Non-Retail commercial.

2. Current West Valley City Zoning Classification is Residential Business Zone.

3. Requested General Plan Classification
The applicant respectfully requests that the General Plan designation be amended to:
Medium Density Residential

This designation supports moderate residential density and is appropriate given the site's location within an established urban area with access to transportation corridors and municipal infrastructure.

4. Requested Zoning Classification
The applicant is requesting that the zoning designation be amended to:
RM – Multiple Unit Dwelling Residential

This zoning district would allow development of the proposed townhome community while maintaining compatibility with surrounding land uses.

Justification for the Proposed Change

This request is grounded in sound planning practice and is supported by (i) improved land-use compatibility, (ii) a reduction of entitlement risk created by the current RB zoning, (iii) consistency with City planning objectives, (iv) alignment with statewide housing policy direction to increase housing supply and housing choice, and (v) measurable public benefits including significant open space.

1) RM Zoning Improves Compatibility and Functions as a Better Transition to Nearby Residential Uses

The RB district is a hybrid zone that permits a mix of residential and business/institutional activity. By-right RB uses can include commercial and institutional uses such as professional/medical offices, day care/preschool, financial institutions, and higher-occupancy residential care uses. These uses create all-day trip generation, employee shifts, deliveries and service calls, customer/visitor parking demand, and non-residential operating hours - impacts that can be particularly sensitive when adjacent to established residential neighborhoods.

Entering into a development agreement with the RM zoning will lock in the maximum count to 22 units. This will also convert the site's future entitlement profile from mixed activity to a predictable residential pattern, primarily AM/PM peaks, with no customer/visitor turnover typical of commercial uses. RM therefore provides a more compatible and stable edge condition when the surrounding context is residential.

2) The Proposed Townhome Community Is Less Intensive Than the Highest-Impact RB Entitlements

A central rezoning question is whether the proposed use is appropriate in terms of intensity. Under current RB zoning, the site could be developed with uses that are often more intensive than a townhome community, particularly those that operate across extended hours and generate non-resident trips. The proposed 22-unit townhome development is residential-only, with controlled access, predictable parking patterns, and a built form tailored to neighborhood scale.

- Residential-only trip generation (no customer traffic, no commercial deliveries typical of office/retail).
- Predictable peak-hour traffic rather than all-day activity.
- Controlled site design (internal circulation, consolidated access, and on-site pedestrian connectivity).

3) Substantial Public Benefit: Approximately 50% Open Space and Reduced Building Mass

The site plan reserves approximately 50% of the property as open space. This is a meaningful public benefit that exceeds typical baseline expectations for multi-family development and functions as an on-site mitigation measure by reducing impervious surface, decreasing perceived density, and providing usable outdoor areas. The open space also improves transitions to adjacent uses and supports a more attractive streetscape.

- Lower perceived density and improved visual buffering.
- Better stormwater performance through reduced impervious coverage (subject to final engineering).
- Resident-serving green space that supports quality-of-life and long-term property stewardship.

4) Consistency with City Planning Objectives and Prior Corridor-Scale Reinvestment Patterns

West Valley City has consistently encouraged reinvestment and redevelopment of underutilized parcels and has supported higher-quality, moderate-density residential projects in appropriate locations, particularly where they improve street frontage, upgrade aging conditions, and create a more walkable, connected environment. This proposal accomplishes those goals by replacing underutilized/aging conditions with new

housing that is professionally maintained and designed to integrate with the street and surrounding neighborhood fabric.

Pic looking south from 4005 S

Picture looking North from 4100 S.

Picture looking North from 4100 S.

Picture looking west toward commercial neighbors.

Picture looking east toward residential neighbors.

Picture looking east toward residential neighbors

Picture looking south

Additionally, the City has previously evaluated similar townhome rezonings by asking two core questions: (1) Is the location appropriate for townhomes? and (2) assuming the location is appropriate, does project quality further City goals? This project answers both in the affirmative through a context-sensitive site plan, substantial open space, and a commitment to quality design standards.

5) Alignment with Utah's Housing Supply Challenge and State Policy Direction to Add Housing

Utah is experiencing a major housing shortage driven by population growth, household formation, and constrained supply. The State has advanced policy direction urging local governments to increase housing production, expand housing choice (including townhomes and moderate-density formats), and reduce unnecessary barriers that limit new housing opportunities. Approving RM zoning here directly supports those objectives by enabling a feasible, moderate-density infill housing project in a location already served by existing infrastructure.

From a policy standpoint, retaining RB zoning can preserve commercial/institutional entitlements while effectively blocking residential delivery, the opposite of what statewide housing priorities intend. RM zoning ensures the site contributes to housing supply in a controlled, compatible form.

6) Efficient Use of Existing Infrastructure and Predictable Service Demands

The proposed development represents an efficient use of existing public infrastructure and services. Moderate-density attached housing generally leverages existing utility networks, roadway capacity, and public facilities more efficiently than low-density patterns. Unlike certain commercial or institutional RB uses that can create variable demand (e.g., peak parking, delivery scheduling, operational hours), the service profile of townhomes is stable and predictable.

7) Transportation, Access, and Safety: Predictable Residential Traffic and Internal Circulation

The project's traffic profile will be residential in nature and largely concentrated in commute periods. The site plan is designed to consolidate access, provide safe internal circulation, and include pedestrian connectivity within the site. As part of site plan review, final driveway design, sight distance, pedestrian routes, and frontage improvements (if applicable) will be coordinated with City standards.

- Residential-only trips with predictable peak patterns.
- Internal pedestrian circulation and logical separation of vehicles and walkways where feasible.
- Ability to implement frontage and streetscape improvements during entitlement and site plan review (as required).

8) Quality Commitments and Willingness to Enter into a Development Agreement

To provide the City and neighbors with long-term certainty on project quality, the applicant is willing to enter into a development agreement. A development agreement can address items such as unit count, minimum unit sizes, exterior materials, architecture, landscaping/open-space delivery, amenities, lighting, and ongoing management standards.

- Maximum unit count (22 townhomes).
- Open space commitment and landscaping standards.
- Architecture/material standards to avoid blank walls and improve street presence.
- Parking and circulation commitments (finalized during site plan review).
- Property management / maintenance standards to ensure long-term upkeep.

9) Community and Fiscal Benefits

The rezoning and redevelopment will contribute positively to the community by improving site appearance, increasing the tax base through new construction, and delivering housing that supports workforce stability and household formation. Townhomes also broaden the City's housing mix by providing an option that often bridges the gap between apartments and single-family detached homes.

10) Estimated Development Schedule

Planning Commission Review: 2026
City Council Review: 2026
Engineering and Site Plan Approval: 2026
Construction Start: late 2026 or early 2027
Estimated Project Completion: 2027 or 2028

These timelines are preliminary and may adjust depending on the review process.

Requested Action and Findings

For the reasons outlined above, we respectfully request approval of the RB → RM rezoning. In summary, the request:

- Improves compatibility by converting mixed commercial/institutional entitlements to residential-only use.

- Reduces intensity and operational impacts compared to higher-impact RB entitlements.
- Delivers approximately 50% open space as a meaningful public benefit and compatibility tool.
- Advances City planning objectives tied to reinvestment, quality development, and neighborhood integration.
- Aligns with statewide policy direction to expand housing supply and housing choice in Utah.
- Provides long-term certainty through a proposed development agreement and quality commitments.

We appreciate staff's review and welcome the opportunity to coordinate on development agreement terms, site plan details, and any conditions that further the City's objectives while allowing delivery of this much-needed housing.

Respectfully submitted,

Robert Thomson – Utah Land Co.

Steve Pastorik

From: Morgan Crockett <morgan.a.crockett@gmail.com>
Sent: Wednesday, April 22, 2026 10:29 AM
To: Steve Pastorik
Subject: Rezoning Petition by Robbie Thomson — Comment submission

Hi Steve,

I would like to submit the following comment on the proposed rezoning of this vacant lot:

My name is Morgan Crockett and I live at 4056 Claudia St, directly adjacent to this proposed development. I would like to challenge the core premise of this application. The applicant frames this as a choice between RM zoning and worst-case RB uses. But the most viable alternative is R-1-8 single-family development — and there's a recent precedent for it just a few streets away to the north where a similar vacant parcel was successfully subdivided into single-family lots.

Additionally, this 1.9 acre property is currently bounded by single-family homes on the north, south, and east sides. This is not a coincidence—it's the natural fit for this parcel.

The applicant's purchase price was set on speculative rezoning expectations. That's the developer's financial risk. It is not the community's obligation to solve with density imposed on an established single-family neighborhood.

The real impacts of this rezone on our neighborhood are significant. Three-story buildings with back windows will have direct sightlines into the backyards of every home along the east boundary. Parking will be deficient from day one. Families with kids often have more than two cars and garages inevitably become storage rather than parking. This overflow will ultimately land on 4005 South, a local residential street never designed to serve or provide the sole access for a 22-unit development without serious traffic and parking ramifications. These aren't hypothetical concerns—this is the documented pattern in many townhome developments across West Valley. We've seen this outcome in the large Erin Hills complex to the North by 3500 S.

We respectfully ask the commission to deny this rezone. Single-family development is the most compatible and viable alternative here, and the burden of proof should be on the applicant to demonstrate why it isn't—not on this neighborhood to accept density it was never designed for.

Sincerely,
Morgan Crockett

GPZ-3-2026
Applicant: Robbie Thomson
Request: A General Plan change from Non-Retail Commercial to Medium Density Residential (7to 12 units/acre) and a zone change from RB (Residential Business) to RM (Multiple Unit Dwelling Residential). The property is located at 5548 West 4100 South on 1.9 acres.

BACKGROUND:

This application was continued by the Planning Commission during the public hearing on April 22, 2026. The Commission was concerned about the height of the proposed units along the east side of the property. The applicant agreed to look into an alternative design to bring back to the Commission.

Robbie Thomson with Utah Land Company has submitted a General Plan/zone change application on 1.9 acres located at 5548 West 4100 South. The property is currently zoned RB (Residential Business) with a General Plan designation of Non-Retail Commercial. The proposed zone is RM (Multiple Unit Dwelling Residential) and the proposed General Plan designation is Medium Density Residential (7 to 12 units/acre). For reference, the RB zone allows several non-retail commercial uses such as banks/credit unions, commercial day cares, and office buildings.

Surrounding zones include R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to the north and east; C-1 (Neighborhood Commercial) and RB to the south; and C-2 (General Commercial), C-1, and RB to the west. Neighboring uses include single unit dwellings to the north, east, and portion of the south; a CVS pharmacy for the remaining south portion; and American First Credit Union, Starbucks, AutoZone, and a church to the west. The property is currently vacant.

The applicant was originally proposing to construct a 22-unit, three-story, for-sale townhome development. However, after feedback from the Commission, the latest proposal includes 21 units with three-story units on the west side and two-story units on the east side. The proposed density of the project including the R-1-8 zoned north area of the property needed for the road and the two narrow strips of property extending to 4100 South is 9.1 units/acre (21 units on 2.3 acres). All units would be front-loaded with 2-car garages and include 3 bedrooms. All garages have driveways that are deep enough to park in. The attached concept plan and application materials from the applicant provide details on and support for the proposed project.

At times developers will try to make an existing product fit a difficult site, yielding what is, in staff's view, an awkward layout. Most townhomes are deeper than they are wide; however, in this situation, the applicant has developed townhome layouts that are wider than they are deep to better fit a site that is relatively narrow east to west.

In reviewing this application, staff suggests that there are two primary questions to answer:

1. Is this the right location for a townhome development?

2. Assuming the location is appropriate, does the quality of the project further City goals?

These two questions are explored below.

Is this the right location for a townhome development?

According to the City's zoning ordinance, zone changes to the RM zone can only be considered by the City if the following four conditions are met:

1. For properties without existing Structures which are proposed to be developed, the property must be a minimum of one acre and the Density must not exceed 12 units per acre. For properties with existing Structures proposed to be redeveloped, the property must be a minimum of 20,000 square feet and the Density must not exceed 20 units per acre. For properties that are west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station or the Redwood Junction light rail station, the Density may exceed 20 units per acre;

2. The property shall meet any one of the following four requirements: (i) have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet (for properties under two acres) or 100 feet (for properties two acres or larger) as indicated on the Major Street Plan; (ii) be adjacent to existing multifamily residential development on two sides; or (iii) be located west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station, or the Redwood Junction light rail station; or (iv) if the property is vacant, was vacant as of January 19, 2021, will be an exempt housing development under 24 CFR 100.304 or successor regulation with a density no greater than seven units per acre, and have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet;

3. A Development Agreement must be proposed with the zone change application that addresses Dwelling Unit sizes, exterior materials, architecture, Landscaping, and project Amenities; and

4. A traffic impact study prepared by a registered traffic engineer is required for projects with 100 or more Dwelling Units.

This application meets the first condition in that the property is vacant, over one acre, and has a proposed density below 12 units/acre. For the second condition, the subject property to be rezoned is less than 2 acres and has access and frontage on 4100

South, which has a planned right-of-way width of 80 feet west of 4000 West in the Major Street Plan. Also, the actual right-of-way width for this segment of 4100 South is between 116 to 119 feet to accommodate the widening of the intersection at 5600 West that accompanied the construction of Mountain View Corridor. On the third condition, the applicant has proposed development agreement standards and those standards are addressed later in this report. The fourth condition does not apply because the project is under 100 units.

While the property is eligible for RM zoning, the City may still deny requests for RM zoning.

The points below may help the Commission answer the first question.

- At most of the major intersections along 5600 West there is a mix of commercial and townhomes. This is true at 6200 South, 5400 South, 3500 South, 3100 South, and Parkway Blvd. There are also apartments near the intersection of Parkway Blvd. and 5600 West.
- 4100 South is currently a 5-lane arterial street that is serviced by UTA bus route 47. 5600 West is also a 5-lane arterial street that is serviced by UTA bus route F556.
- In the spring of 2027, UTA will begin a new 15-minute bus service along 5600 West. The route will begin at the Old Bingham Highway TRAX Station in West Jordan, head north along 5600 West past I-80, and then head east to finally end at the Salt Lake Central Station in downtown Salt Lake City.
- While the property has two curb cuts along 4100 South, Public Works does not want access to this property to be from 4100 South because a new roadway at either curb cut location does not meet the minimum intersection road spacing standards in the West Valley City Engineering Standards for an arterial roadway.

Does the quality of the project further City goals?

City Code requires requests for the RM zone to be accompanied by a development agreement proposal that addresses dwelling unit sizes, exterior materials, architecture, landscaping, and project amenities. These items, along with other considerations, are addressed below.

Dwelling Unit Sizes
In the zoning ordinance, the minimum unit size for 3-bedroom townhomes is 1,400 square feet. The proposed three-story units are 1,712 square feet and the two-story units are 1,838 square feet.

Exterior Materials
For materials, the City's multi-unit residential design standards state: "All multi-unit residential Building exteriors shall be brick, stucco, stone, tile, metal panels or fiber cement siding. With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60 percent of a Building's

exterior. Where stucco, tile, metal panels or fiber cement siding are used, at least 20 percent of the Building's exterior shall be brick or stone. Wood and vinyl may be used as trim, soffits and/or accent materials only."

The applicant is proposing a combination of stone, stucco, and fiber cement siding. According to the applicant, the stone percentage will exceed 20 percent and both the stucco and fiber cement siding are each less than 60% of the exterior.

Architecture
Based on a preliminary review of the proposed building architecture by staff, the proposed units meet or exceed the architectural requirements in the City's Multi-Unit Residential Design Standards except for the roof pitch on the three-story units. The code requires a minimum roof pitch of 6/12 and the proposed roof pitch is 3/12. The proposed buildings are somewhat unique in that they have at least the appearance of a parapet wall with a flat roof even though they have pitched roofs.

Landscaping
The ordinance requires a total of 50% landscaping and recreation space. According to the applicant's concept, the proposal would exceed this percentage.

Project Amenities
For a project of this size, the ordinance requires one amenity. The proposed project includes one amenity from the ordinance – an outdoor covered pavilion with picnic table.

Garages/Parking
The ordinance requires all townhome units to include a 2-car garage. The overall parking requirement for townhomes is 4.75 with 2 in a garage, 2 in a driveway, and an additional 0.75 within the project. All of the units have a two-car garage and a driveway deep enough to park in. For the additional 0.75 stalls, 15 are required and 14 are provided. However, unlike most townhome developments where driveway placements make parking on the street impossible, there are areas along the proposed road, like the south end of the cul-de-sac and portion north of unit 1, where on-street parking would be possible. Assuming parking occurred along one side of these portions of the road, an additional 11 cars could be parked.

Other Considerations

Building Height and Setbacks
The RM zone includes the following standard: "For properties adjacent to residential Uses with Buildings with two stories or less, the maximum Building Height at the minimum Side and Rear Yard setback shall be 25 feet. For each foot of height over 25 feet, Buildings shall be set back an additional foot from the minimum setback, with a maximum total Building Height of 75 feet." The rear yard setback in the RM zone is 20 feet.

With the latest concept, the two-story units along the east side are 22.5 feet tall and are setback 20 feet, which meets the code. The prior concept included three-story units that were 31.5 feet in height with setbacks varying between 25.5 to 25.9 feet where the requirement would be 26.5 feet. On the west side, a 10-foot setback is proposed; however, these units are adjacent to commercial uses. For comparison, the current RB zone would allow a building height of 35 feet and setback of 10 feet for a side yard and 20 feet for a rear yard.

Fencing

Along the west side of the property, there is an existing 6-foot-tall masonry wall adjacent to the home to the north and the Starbucks and America First Credit Union to the south. There is no masonry wall adjacent to the adjacent church and AutoZone. A mix of different fences (masonry, chain link, and wood) exist along the north, south, and east property lines.

Rental/Boarding Home Concerns

The City Council has expressed concerns about for-sale townhome developments becoming rentals as well as the possibility of townhomes becoming boarding homes or homes where rooms are rented to individuals. In recently approved developments, the City has included certain provisions in the development agreement to address these concerns. Items h and i under the approval alternative below are such provisions.

Landscaping Along Road

The original concept plan showed the new north/south running road being built right next to the existing wall for the adjoining home to the west. To minimize risk of damage to the wall and to enhance the entrance, staff recommended 5 feet of landscaping be provided between the back of the curb and the wall. The latest concept plan reflects this change.

Staff Alternatives:

1. Approval. This General Plan/zone change application should be approved subject to a development agreement that incorporates the standards and exceptions proposed by the applicant along with the following additions recommended by staff:
    a. The City may hold the building permit for the last building until all of the required improvements (curb, gutter, sidewalk, street paving, ADA ramps, survey monuments, streetlights, amenities, landscaping, etc.) are installed.
    b. A 6’ tall masonry wall shall be installed along the west side of the property wherever this type of wall does not exist.
    c. As shown on the concept plan, the rear yard setback along the west side of the property may be reduced to 10 feet.
    d. As shown on the concept plan, the front yard setback may be reduced to 18 feet for the ground floor and to 15 feet for the second and third floors.
    e. Along the north, south, and east sides of the residential development, a 6’

tall vinyl fence shall be installed wherever this type of fence does not already exist.

f. In addition to parking available in the garages and driveways, at least 14 additional parking stalls shall be provided.
g. At least 5 feet of landscaping shall be provided between the back of the curb of the new street and the existing masonry wall on the adjoining residential lot to the west.
h. No more than 30% of all housing units in the Project may be used as rentals. At least 70% of the housing units in the Project shall be owner-occupied. These rental restrictions shall be set forth clearly in the recorded covenants and shall be enforced by the homeowners association of the Project.
i. No more than four (4) unrelated persons can live in a single home. This limitation shall also be set forth clearly in the recorded covenants and shall be enforced by the homeowners association of the Project.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial. This application should be denied.

Discussion: Steve Pastorik presented the application.

The applicant, Robbie Thomson, was present. He said when the application was initially presented, they heard the Commission, and there was a lot of sensitivity to the east side next to existing homeowners, so they wanted to put their best foot forward and try to make them two-story buildings, so they ended up losing a lot. He stated every time a rezone is done it's very sensitive, which he understands. He said they are not trying to disrupt the neighborhood. They said they genuinely feel like this is a better use given what it's currently zoned. He also said he felt it would be a better benefit to have the two-story buildings instead of the three-story on the east side. He also stated he feels like the parking is adequate. He said it's tricky with rezones to maintain the value of the property that the landowner wants and make a good project. He stated he's talked to a few of the neighbors since the last meeting, and they agreed that this was a better use than having a commercial office that's taller. He talked about parking and traffic, saying they made sure it's adequate with driveways and two-car garage parking, plus the guest parking. He pointed out that with townhomes everyone leaves and comes back at different times, where with commercial users there's always times of heavy traffic. He again said he didn't want to disrupt the neighborhood, but he felt like this was the highest and best use based on what it's currently zoned for.

Commissioner Durfee commented that he appreciates that the applicant listened to what the Commission said about their concerns as well as the neighbors and making the east side buildings two-stories.

Vice Chair Winters agreed. He asked about the windows on the east facing second

floor, pointing out the windows in the staircase and the bedroom. He asked if they would both be waist high. He wanted to get perspective in case that comes up. Robbie asked for clarification. Steve said it's the bedroom and staircase on the second floor. Vice Chair Winters said he remembered there was a question about windows looking into the backyards of the homes on Claudia. Robbie responded that they are standard bedroom size, not a bay window or extremely large. He also said if there is further comments on that sensitivity, when they go through the architectural review, they can address that issue. He mentioned landscaping and putting larger trees on that east side.

Cindy Thompson, who lives on Claudia Street, said she would prefer the property to be commercial, and said she was curious as to when it was zoned that. She asked if it was before, after, or during the times the homes were built. She said it matters to her when it was zoned and what the intent was. She said she had been in development since she was 19 years old, had been to numerous planning and zoning meetings, looked at numerous plans and she doesn't like this plan. She again said she'd prefer it to be commercial. She said she would rather have a couple of small commercial buildings than these big, towering homes, twin homes with that narrow driveway. She said she felt like the developer was incorrect when he said there was plenty of room for parking. She has talked to people near townhomes off 5600 West and 3500 South and they can barely get in and out of their driveway, garages, and onto those streets. She said it was impossible for the snowplows to get through, and the residents do nothing but complain. She said next to the cul-de-sac there is a big telephone pole that has a transformer. She said her son-in-law is a utilities engineer and he has looked at the pole. His statement was that if someone backs into that pole or hits it, it can knock the whole pole down and catch the neighborhood on fire. She said the power lines need to be buried. She stated another concern was the fencing. She said most people built their garages right on the property line. She thinks there should be a fence or a wall along there with a commercial development. She prefers a couple buildings that close at 9 o'clock at night that don't have windows staring into her back yard. She again said with the road she sees nothing but disaster and complaints.

Ausin Vaughn is also on Claudia. He said he feels like the residents have gotten less representation from this meeting because they've been called so many times. He encouraged the Planning Commissioners to look at the previous recordings and see everything that was notated because he feels as if the developer brought up things that were not true. He said he spoke to almost every neighbor, and they would all rather see the property stay zoned for commercial. He also spoke to a neighbor who lives on Jeanette and both Austin and the neighbor did traffic studies to see how fast cars are going and they are waiting for those results. He said all the neighbors on Jeanette voted for commercial as well because it's open from 9 to 5 and he doesn't think there will be traffic at all times of the day. He did mention that they would like it to be non-storefront commercial. He then brought up that there is only one access road. He pointed out that if it's commercial, they can expand through other businesses and make an agreement to access from other businesses to theirs. He said that if any of the businesses wanted to expand that would be a potential. He also said if it stays

commercial the property will not be as close to the residential property lines as the townhomes are. He requested that if the application passes that the access would go through to 4100 South. He said if the access was from 4100 South it would take all the stress off the neighborhood except for the height restriction.

Whitney Foster was online. She said she knows the developer listened to the residents' concerns about the three-story and changed it to a two-story, but she agrees with Austin that commercial would be better. She said even with the two-story she is concerned with the windows and thinks people can still look out their window and into her back yard.

Commissioner Matagi wondered if the residents that stated they wanted commercial, if they realized that the commercial building would be a lot higher. Vice Chair Winters said it could be up to 35 feet tall with windows along the whole backside on the 3rd floor. Vice Chair Winters asked Steve to clarify if that was correct under the current zoning. Steve said that was right.

Vice Chair Winters then asked what the distance would be required between the property line of the residents and the east side of the building. Steve replied that he believed it was a twenty-foot setback, but he'd have to double check. He said it was either ten or twenty feet so it would either be the same distance as it is to the townhomes or potentially less.

Vice Chair Winters asked if the landscaping requirements in that space would be similar with commercial as to residential. Steve replied that the City does have a certain number of trees required when commercial is next to residential and they don't have a prescribed number of trees when it's residential against residential. He said if the zone change is approved the developer will have to come back before the Planning Commission and if landscaping is a concern at that time, it could be brought up at that time and the Commission could require trees spaced every so many feet, for example. Commissioner Winters asked if we could put in a requirement that the landscaping be the same as if it were commercial. Steve said yes, as part of the development agreement or later as part of the subdivision approval.

Commissioner Durfee said the way he sees this is there are only two windows on the upper floor. He said the window in the bedroom is dictated by building code. He said they can't change that. The window in the stairs could be raised or lowered. You can change that, but the bedroom window must be what it is. It's the same across the valley in every two-story building. There are two-story houses in every neighborhood with a rambler behind them and we don't talk about the two-story house looking into that rambler anywhere else. A three-story gets a little more invasive, but a two-story vs a rambler is everywhere in the Valley. He said he didn't want the window to be a hold up. The other item was the fence. He said he believed it was in the staff report. They talked about a vinyl fence along the east side and continuing concrete along the commercial side.

Vice Chair Winters brought up the street being a public street so it would have snow removal similar to everything else neighborhood-wise. Steve replied yes.

Commissioner Durfee responded that it's a fairly wide street too. Steve said yes. It's 29 feet which is our City standard for pavement width.

Vice Chair Winters asked the applicant to come back up.

Commissioner Matagi said she was concerned about the pole as well. She asked Robbie if it was his plan to move the pole. He replied that they will work with Rocky Mountain Power, and they bury poles and move them all the time. He said he didn't have a design yet, but there's a really good chance they will have to move it.

Commissioner Winters asked for clarification on approval item E in the staff report. He said that it required a six-foot-tall fence along the entire eastern portion where there isn't already a fence. Robbie said yes and there is no problem with setbacks or garages.

Steve said to answer the question, for a detached garage, you can be within one foot of the property line and in terms of fencing most of the time what happens is a new fence will be put up right next to the existing fencing for simplicity. It will be up to the developer and the adjoining homeowners, but that's what is typically done. A new fence will go along the entire stretch just so it's consistent.

Chair Lovato said it looks like there were nine conditions added. He wondered if they could propose a 10th. He asked if there was motion for the trees, or is there somewhere it's written? Commissioner Durfee asked if we really felt like trees were necessary for a two-story home. He said most of the homes have a garage across the back.

Vice Chair Winters said he'd rather look at it when they come back with a proposal.

Steve pointed out that when the subdivision proposal comes back to us there would be a preliminary landscape plan that the Commission could review at that point so we would see where they're proposing trees at that time.

Commissioner Durfee made a motion to approve GPZ-3-2026 along with the nine conditions in the staff report. Commissioner Porter seconded the motion.

A Voice vote taken.

Commissioner Durfee – Aye
Commissioner Drozdek – Aye
Commissioner Ramirez – Aye
Commissioner Matagi– Aye
Commissioner Porter - Aye

Vice Chair Winters – Aye
Chair Lovato - Aye

UNANIMOUS—GPZ-3-2026 —Approval

GPZ-3-2026

- Applicant: Robbie Thomson
- Request: A General Plan change from Non-Retail Commercial to Medium Density Residential (7 to 12 units/acre) and a zone change from RB (Residential Business) to RM (Multiple Unit Dwelling Residential.
- Location: 5548 West 4100 South on 1.9 acres
- Staff: Steve Pastorik

GPZ-3-2026

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Original Plan

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Updated Plan

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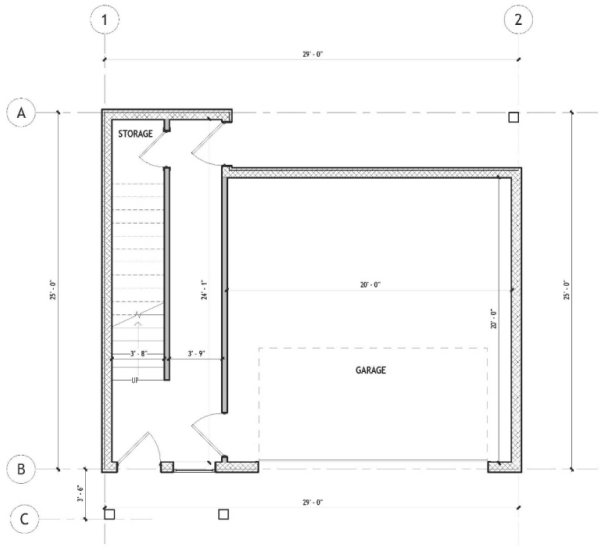
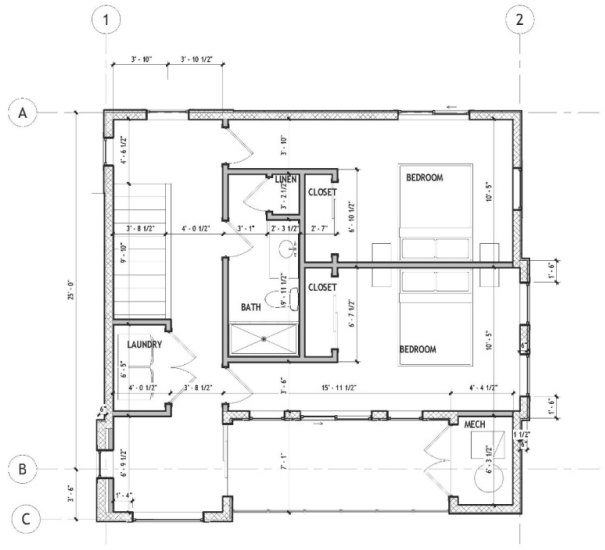
Three Story Plan



1 L1
1/4" = 1'-0"



4 L3
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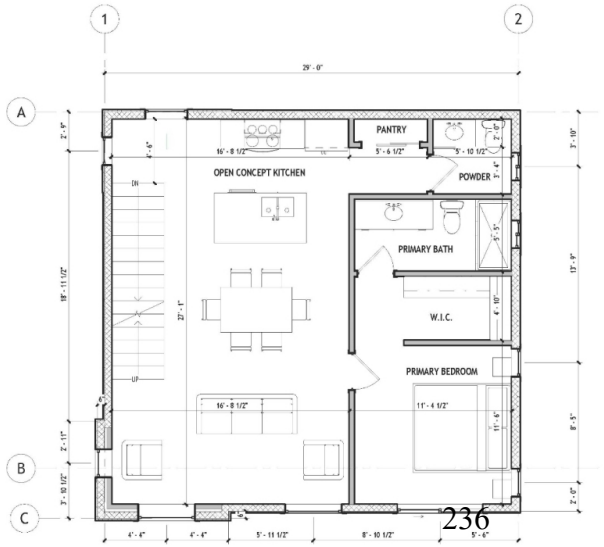
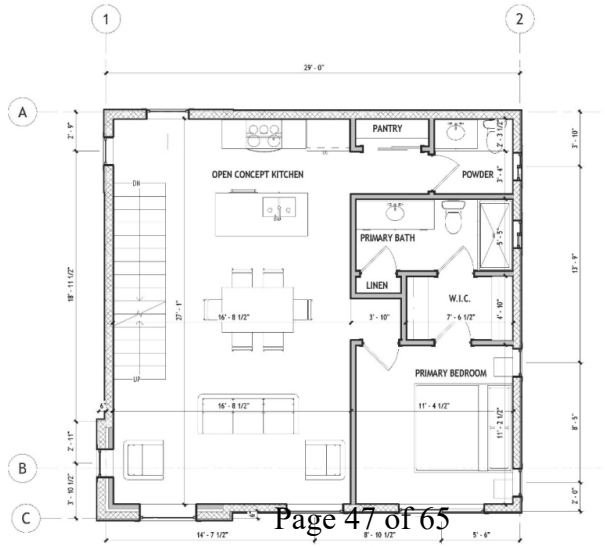


2 L2 - OPTION 1
1/4" = 1'-0"



3 L2 - OPTION 2
1/4" = 1'-0"

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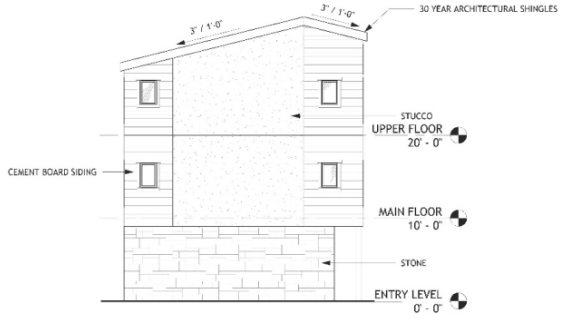
GPZ-3-2026

1 **FRONT**
1/8" = 1'-0"

25% FRONT TO BE WINDOWS
TOTAL UNIT FRONT ELEVATION: 938 SF
REQUIRED WINDOWS: 234.5 SF
PROPOSED WINDOWS: 235.2 SF

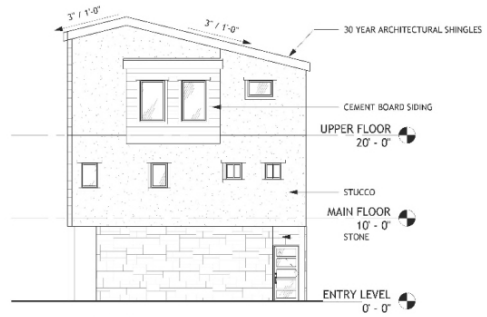
FRONT ELEVATION (PER UNIT)
STONE: 96 SF. 16%
CEMENT BOARD SIDING: 137 SF. 23%
STUCCO: 353 SF. 60%
TOTAL: 586 SF.

FRONT ELEVATION (4-PLEX)
STONE: 384 SF. 16%
CEMENT BOARD SIDING: 548 SF. 23%
STUCCO: 1,412 SF. 60%
TOTAL: 2,344 SF.



2 **LEFT**
1/8" = 1'-0"

LEFT SIDE ELEVATION
STONE: 229 SF. 27%
CEMENT BOARD SIDING: 257 SF. 31%
STUCCO: 354 SF. 42%
TOTAL: 840 SF.



3 **RIGHT**
1/8" = 1'-0"

RIGHT SIDE ELEVATION
STONE: 209 SF. 28%
CEMENT BOARD SIDING: 72 SF. 9%
STUCCO: 478 SF. 63%
TOTAL: 759 SF.

4 **BACK**
1/8" = 1'-0"

BACK ELEVATION (PER UNIT)
STONE: 281 SF. 35%
CEMENT BOARD SIDING: 137 SF. 18%
STUCCO: 351 SF. 47%
TOTAL: 749 SF.

BACK ELEVATION (4-PLEX)
STONE: 1,044 SF. 35%
CEMENT BOARD SIDING: 548 SF. 18%
STUCCO: 1,404 SF. 47%
TOTAL: 2,996 SF.

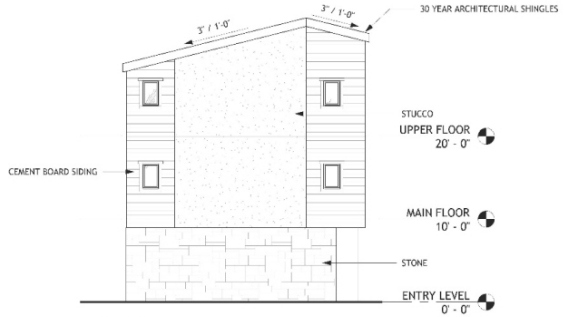
GPZ-3-2026

1 FRONT
1/8" = 1'-0"

25% FRONT TO BE WINDOWS
TOTAL UNIT FRONT ELEVATION: 938 SF
REQUIRED WINDOWS: 234.5 SF
PROPOSED WINDOWS: 235.2 SF

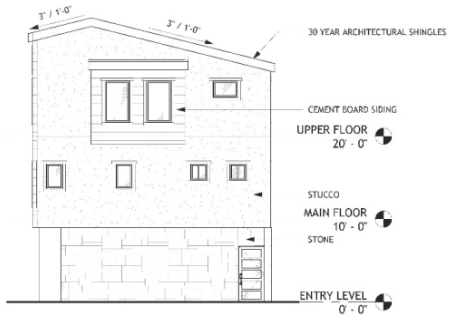
FRONT ELEVATION (PER UNIT)
STONE: 96 SF. 16%
CEMENT BOARD SIDING: 137 SF. 23%
STUCCO: 353 SF. 60%
TOTAL: 586 SF.

FRONT ELEVATION (3-PLEX)
STONE: 288 SF. 16%
CEMENT BOARD SIDING: 411 SF. 23%
STUCCO: 1,059 SF. 60%
TOTAL: 1,758 SF.



2 LEFT
1/8" = 1'-0"

LEFT SIDE ELEVATION
STONE: 229 SF. 27%
CEMENT BOARD SIDING: 257 SF. 31%
STUCCO: 354 SF. 42%
TOTAL: 840 SF.



3 RIGHT
1/8" = 1'-0"

RIGHT SIDE ELEVATION
STONE: 209 SF. 28%
CEMENT BOARD SIDING: 72 SF. 9%
STUCCO: 478 SF. 63%
TOTAL: 759 SF.

4 BACK
1/8" = 1'-0"

BACK ELEVATION (PER UNIT)
STONE: 261 SF. 35%
CEMENT BOARD SIDING: 137 SF. 18%
STUCCO: 351 SF. 47%
TOTAL: 749 SF.

BACK ELEVATION (3-PLEX)
STONE: 783 SF. 35%
CEMENT BOARD SIDING: 411 SF. 18%
STUCCO: 1,053 SF. 47%
TOTAL: 2,247 SF.

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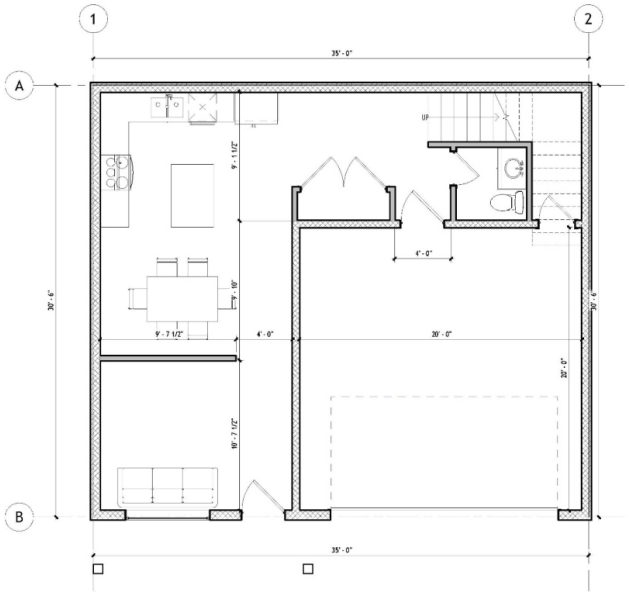
Two Story Plan



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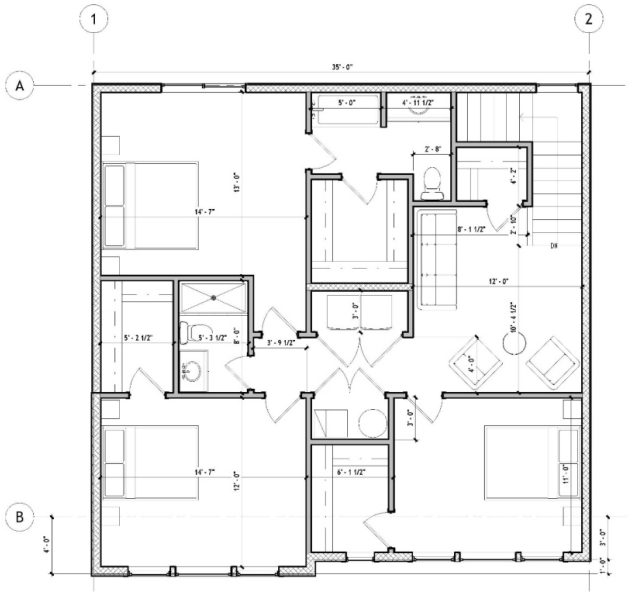
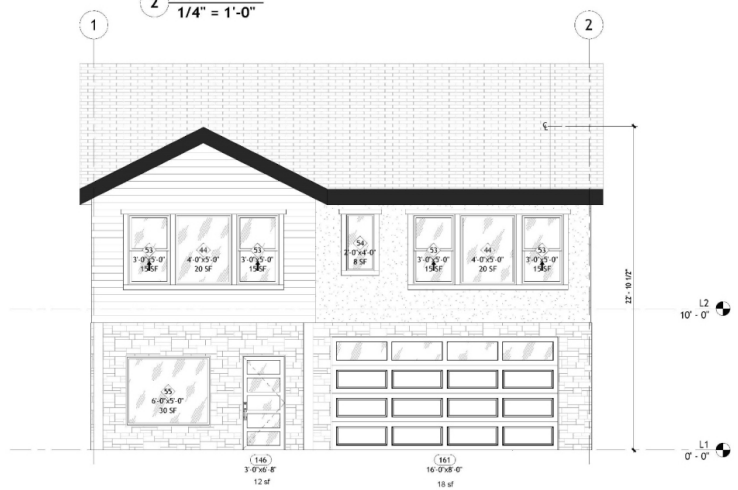


2 L2
1/4" = 1'-0"



25% FRONT TO BE WINDOWS
TOTAL FRONT ELEVATION: 640 SF
REQUIRED WINDOWS: 160 SF
PROPOSED WINDOWS: 168 SF

3 FRONT ELEVATION
1/4" = 1'-0"

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West Valley City Issue Paper

City Council Review

Description: Development Agreement with TRC Lexington, LLC

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:
A resolution authorizing the City to enter into a development agreement with TRC Lexington, LLC.

Summary:
This resolution authorizes a development agreement between the City and TRC Lexington, LLC to establish minimum standards for a townhome development at 2325 West 3650 South.

Background:
The property owner, TRC Lexington, LLC, has requested a development agreement on 3.2 acres of the 10.3-acre development known as the Lexington Park Apartments. At the time the Lexington Park Apartments were approved in 1990, the City entered into a development agreement that capped the density at 8 units/acre, which is basically the current density. The property owner would like to build 29 new townhomes on the large open space area that exists between the existing apartments and I-215. Doing so would increase the overall density to 10.7 units/acre. In exchange for allowing the density to exceed 8 units/acre as required in the 1990 development agreement, the property owner is proposing to:

- extend 3650 South to the west and terminate it in a cul-de-sac and
- pay the City $16,200 per dwelling unit for either park improvements or a new or renovated fire station.

The proposed development agreement also includes the following code exception requests:

- Garage doors are limited to 60% of the front elevation. 63% is requested.
- A minimum of 25% of the front elevation is required to be windows. 17% is requested.
- 20 feet of landscaping is required along I-215. The proposed agreement would allow cul-de-sacs to encroach into this landscaped setback.

Recommendation:
City staff recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 8/20/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TRC LEXINGTON, LLC FOR APPROXIMATELY 3.2 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2325 WEST 3650 SOUTH.

WHEREAS, TRC Lexington, LLC (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute said Agreement for and on behalf of the City, upon approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between TRC Lexington, LLC a Utah limited liability company, (herein "Developer") and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City") concerning that certain land located at approximately 2325 West 3650 South in West Valley City, Utah, which will be affected by the Project (as defined herein).

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 3.2 acres of real property located at approximately 2325 West 3650 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B", "C", and "D". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **Monetary Contribution to Park or Fire Improvements**.

Developer acknowledges and agrees that prior to the execution of this Agreement, the Property is required by an existing development agreement to remain as open space. To offset the loss of open space on the Property, Developer shall contribute $16,200 per dwelling unit to the City for either park improvements or a new or renovated fire station. The payment of $16,200 to the City shall be due prior to issuance of building permits.

8. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

9. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	TRC Lexington, LLC P.O. Box 1230 Draper, UT 84020
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of TRC Lexington, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-33-277-015
Lot 2, Lexington Park Minor Subdivision

EXHIBIT B
DEVELOPMENT STANDARDS

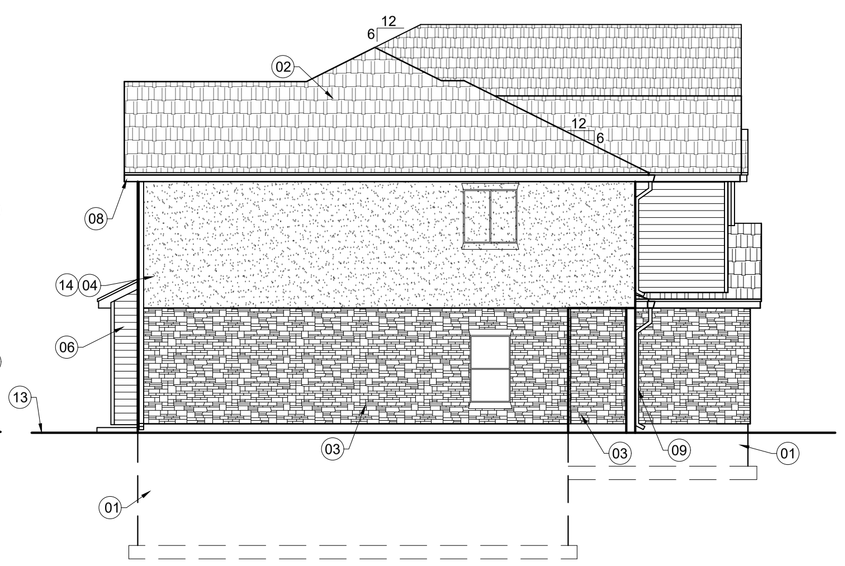
1. The maximum number of dwelling units within the Project shall be 29.
2. The City may hold the building permits for the last townhome building within the Project until all of the improvements required in this Agreement and in the City's ordinances (curb, gutter, sidewalk, street paving, ADA ramps, survey monuments, street lights, fencing, dumpster enclosure, amenities, landscaping, etc.) are installed.
3. The townhomes shall be platted such that each townhome unit is located on its own lot.
4. At least 2 different exterior color schemes shall be used throughout the community.
5. In addition to the parking available in the garages and driveways, a minimum ratio of 0.75 surface parking spaces per dwelling unit shall be provided.
6. The minimum unit size shall be 1,500 square feet above grade excluding the garage. All units shall include basements.
7. All townhomes shall include a 2-car garage and a driveway with minimum dimensions of 18-feet wide and 18-feet deep.
8. All buildings shall be constructed substantially like the elevations in Exhibit C. In addition, all requirements in Exhibit D shall also be met. This means that the building elevations and renderings in Exhibit C may need to be revised to meet the standards in Exhibit D.
9. The Developer shall acquire and dedicate the right-of-way for and install an extension of 3650 South west to the east edge of the right-of-way of I-215 and terminate 3650 South with a cul-de-sac. The extension of 3650 South shall meet the City's Engineering Standards and be approved by Public Works and all applicable departments.
10. The Developer shall complete the extension of 3650 South before the City issues building permits for the townhomes.
11. The new north to south running street that will provide access to the townhomes shall be public.
12. Developer shall install all landscaping required by the West Valley City Municipal Code. Immediately adjacent to a cul-de-sac, Developer shall install landscaping from the property line to the curb of the cul-de-sac.
13. The required minimum window percentage on the front elevation may be reduced from 25% to 17%.
14. The percentage of the first-floor front elevation devoted to garage doors may be increased from 60% to 63%.
15. No basement entrances shall be allowed in the Project.
16. No more than 30% of all housing units in the Project may be used as rentals. At least 70%of the housing units in the Project shall be owner-occupied. These rental restrictions shall be set forth clearly in the recorded covenants and shall be enforced by the homeowners association of the Project.
17. No more than four (4) unrelated persons can live in a single home. This limitation shall also be set forth clearly in the recorded covenants and shall be enforced by the homeowners association of the Project.

EXHIBIT C: TOWNHOME ELEVATIONS

KEYED NOTES:

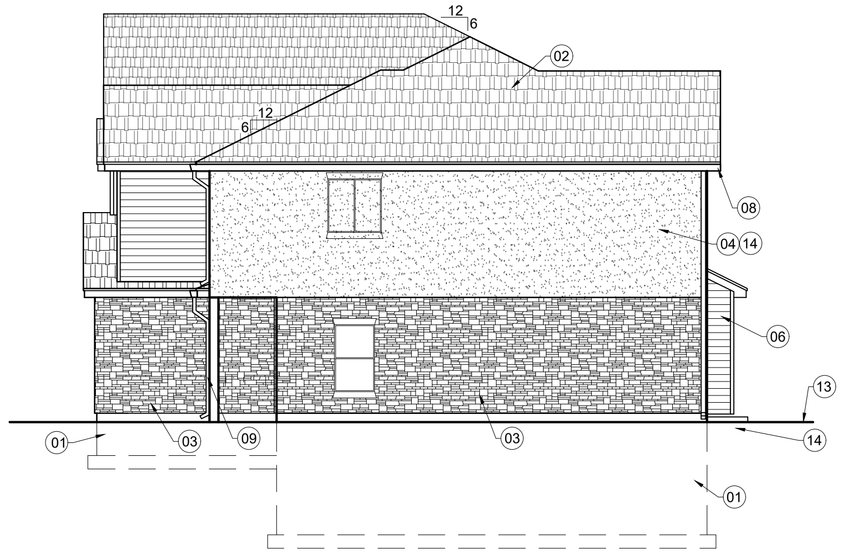
01 CONCRETE FOUNDATION TO GO BELOW FROST LINE.
02 ASPHALT SHINGLE OVER FELT OVER ½" SHEATHING OVER TRUSSES @ 24" O.C.
03 STONE VENEER.
04 EIFS.
05 EIFS FEATURES.
06 HORIZONTAL LAP SIDING.
07 VERTICAL FIBER CEMENT PANEL.
08 RAIN GUTTER. SEE ROOF PLAN.
09 DOWNSPOUT. SEE ROOF PLAN.
10 OVERHEAD GARAGE DOOR.
11 PROVIDE WINDOW WELL AT BASEMENT WINDOWS.
12 ATTIC VENT.
13 FINISH GRADE.
14 COLOR 1
15 COLOR 2

BACK ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

FRONT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

REVISION	BY

NEW MULTI-FAMILY 6-PLEX
LEXINGTON PARK TOWNHOMES
UNITS 00-00

2293 WEST LEXINGTON PARK DRIVE
WEST VALLEY CITY, UTAH

150 ARCHITECTURE INC.
ARCHITECT ◆ PLANNER ◆ (801)374-2900
TOOSOLTHMAN◆SALEM◆UTAH

DRAWN
CHECKED
DATE 06/25/2026
SCALE
JOB NO. 26-06
SHEET A-3.0

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EXHIBIT D: MULTI-UNIT RESIDENTIAL DESIGN STANDARDS

PEDESTRIAN ACCESS AND CIRCULATION.

Applicants shall submit a detailed pedestrian circulation plan with all Development applications that demonstrates compliance with the following guidelines and standards:

(1) *Required pedestrian connections.* An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

a. The primary Entrance or Entrances to each residential Building, including clubhouses where applicable;

b. Any Sidewalks or walkways on adjacent properties that extend to the boundaries shared with the residential Development;

c. Any public Sidewalk system along the perimeter Streets adjacent to the residential Development;

d. Where applicable, adjacent Uses and Developments, including but not limited to adjacent residential Developments, Shopping Centers, office Buildings, or Restaurants; and

e. Where applicable, any adjacent Public Park, greenway, trail network, or other public or civic Use including but not limited to schools, places of worship, public recreational facilities, or government offices.

(2) *Pedestrian connections from Buildings to parking areas and amenities.* In addition to the connections required above, on-site pedestrian walkways shall connect each primary Entrance(s) of residential Buildings to:

a. All parking areas or Parking Structures that serve such Buildings;

b. Site amenities or Gathering Places; and

c. *Transit stops and transit stations.* UTA shall be contacted by the Applicant during the design process to identify existing and potential transit stops. These stops shall be incorporated into the Landscaping and circulation plans for the site. When recommended by City staff and UTA staff, a concrete pad shall be included for future transit stop improvements. The pad will measure a minimum of 6' x 20' with a minimum thickness of 8". All ADA requirements shall be met as part of the design.

(3) *Walkways Along Buildings.* Continuous pedestrian walkways no less than four feet (4') wide shall be provided along any Façade featuring an Entrance and along any Façade abutting resident or visitor parking areas. Pedestrian circulation shall not be obstructed.

(4) *Walkways Through Vehicle Areas.* At each point that the on-site pedestrian walkway system crosses a Parking Lot or internal Street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in elevation or paving materials distinguished by their color, texture, or height. A walkway through the Parking Lot connecting to a walkway(s) along an adjoining Building(s) shall be required and include a four feet (4') minimum Sidewalk and planting areas for a combined minimum width of nine (9) feet. The Planning Commission may consider a shared walkway through parking areas on two adjoining parcels.

(5) *Bicycle Racks.*

a. Bicycle parking shall be provided at a ratio of one (1) space for every twenty (20) Dwelling Units.

b. Bicycle parking shall not be located where it will obstruct pedestrian movement and circulation. It shall be located at a maximum distance of one-hundred (100) feet of a

central Building Entrance or at least as close as the closest automobile space, excluding handicapped Parking Spaces.

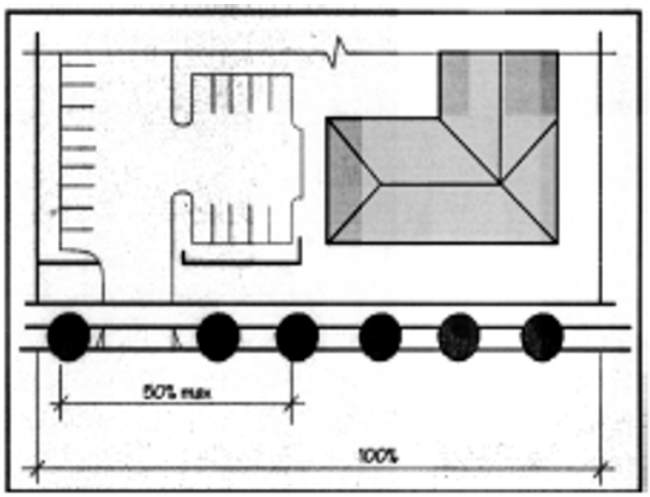
c. All bicycle racks, lockers, or other facilities shall be securely anchored to the ground or to the Structure.

GENERAL REQUIREMENTS.

All Developments with multi-unit residential Buildings shall meet the following standards:

(1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.

(2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.



(3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.

(4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments and/or other Building variations as determined by the Planning Commission.

(5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.

(6) Trash dumpsters shall be completely screened from surrounding properties by use of a Masonry Wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.

(7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit.

(8) Each Dwelling Unit shall have its own kitchen and bathroom.

(9) All Dwelling Units that are attached to the side of each other including Townhomes shall have a two-car garage with minimum interior dimensions of 20 feet by 20 feet for each Dwelling Unit. The 20 feet by 20 feet interior garage space shall be clear of obstructions such as stairs, water heaters, or structural appendages like columns.

(10) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

(11) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are attached to the side of each other shall be as follows:

a. Eight hundred square feet for a one-bedroom unit;
b. One thousand one hundred square feet for a two-bedroom unit;
c. One thousand four hundred square feet for a three-bedroom unit; and
d. One thousand seven hundred square feet for a four-bedroom unit or larger.

(12) All Developments shall include an entry feature.

(13) All parking shall be made available free of charge.

BUILDING MATERIALS.

All multi-unit residential Building exteriors shall be brick, stucco, EIFS, stone, ceramic tile, faux wood composites, architectural metal panels/siding that is used only as a veneer and not as structural sheeting or sheathing, or fiber cement siding. With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60 percent of a Building's exterior. Where stucco, EIFS, ceramic tile, faux wood composites, architectural metal panels/siding or fiber cement siding are used, at least 20 percent of the Building's exterior shall be brick or stone. Corrugated metal and metal panels/siding with exposed fasteners are prohibited on Building exteriors. Wood and vinyl may be used as trim, soffits and/or accent materials only.

ASSESSMENT OF RELIEF, WINDOW, AND DESIGN TREATMENTS.

A Building relief treatment, window treatment or Building design treatment from the following three sections shall only be counted once when assessing compliance with the minimum number of treatments required.

BUILDING RELIEF TREATMENTS.

In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, Primary Façades shall include at least two of the following relief treatments. Two different relief treatments shall be utilized at least once per Dwelling Unit. Secondary Façades shall include at least one of the following relief treatments utilized at least once per two Dwelling Units, or once for a Secondary Façade with only one Dwelling Unit.

(1) Bay windows
(2) Box windows
(3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'
(4) Balconies, covered porches or prominent covered entryway
(5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

WINDOW TREATMENTS.
Primary Façades shall include at least three of the following window treatments with at least two window treatments per window. All other Façades shall utilize at least two of the following window treatments, with at least one window treatment per window.

(1) Varying the size and/or style of windows
(2) Windows sills
(3) Window grids
(4) Window trim
(5) Window headers
(6) Window railing
(7) Shutters
(8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

BUILDING DESIGN TREATMENTS.
Primary Façades shall include at least two of the following Building design treatments. Secondary Façades shall include at least one of the following Building design treatments.

(1) Ornamental details such as Quoins, Knee Braces and exposed joists
(2) A change of material applied to at least 20% of the Façade
(3) A change of color applied to at least 20% of the Façade
(4) Decorative Parapet
(5) Architectural Banding
(6) Cornice other than that at the top of the Building
(7) A change of pattern applied to at least 20% of the Façade (Example: changing brick work from face brick to a Soldier Course or Basket Weave Brick Pattern.)
(8) A distinguished upper floor for Buildings with at least four floors
(9) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

GARAGE TREATMENTS.

(1) All multi-unit residential Developments with a garage or garages on the Primary Façade shall include at least two of the following garage treatments per garage.
    a. Enclosed second-floor living space over the garage(s) extending to or cantilevering over the front face of the garage(s)
    b. Garage(s) is flush with or recessed from the Primary Façade.
    c. Windows used in the garage doors.
    d. Offset between garage doors.
(2) The color of garage doors shall be coordinated with the primary colors of the Buildings they serve.

ROOF TREATMENTS.

(1) There shall be at least one roof articulation per Dwelling Unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips and dormers. Vertical or horizontal roof articulation is required on all primary and Secondary Façades with pitched roofs. Where pitched roofs are used, the minimum roof

pitch for the main roof shall be 6:12 and subordinate roofs, such as sheds and dormers, shall be 4:12.
(2) Where pitched roofs are not used, a Decorative Parapet shall be included on the Primary and Secondary Façades. On the Primary and Secondary Façades, at least one variation in the Decorative Parapet shall occur once per two Dwelling Units. All Façades shall include a Parapet wall that is tall enough to block the view from the adjacent Street(s) of roof mounted equipment. Noise issues related to roof mounted equipment may require the Parapet wall to be at least as tall as the roof mounted equipment.
(3) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a Parapet wall is provided to screen the units.
(4) Gable ends must have a minimum 6-inch overhang at the eaves.
(5) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

AMENITIES.

The following standards apply to multi-unit residential Developments with Dwelling Units that are attached to the side of each other. All Developments with less than 50 Dwelling Units shall include at least one Amenity from the following list. All Developments with 50 to 75 Dwelling Units shall include at least two Amenities from the following list. All multi-unit residential Developments with 76 to 99 Dwelling Units shall include at least three Amenities from the following list. All multi-unit residential Developments with 100 or more Dwelling Units shall include at least five Amenities from the following list:

Amenities	
Swimming pool	Tot lot/playground
Courtyard	Sport court
Clubhouse/community room with kitchen (without fitness room)	Outdoor fire pit/fireplace
Rooftop patios	Hot tub
Fitness room	Walking/exercise trail
Community game room/recreation room	Outdoor covered pavilion with picnic table
	Any other Amenity that, at the discretion of the Planning Commission, meets the intent of this Section and is roughly equal in value and utility to other Amenities in this Section.

FENCING.
Within the required setback along any property side adjacent to a Minor Street or Collector Street, solid visual barrier fencing cannot exceed two feet in height. Where a solid visual barrier Fence over two feet in height Fence is installed along a Major or Minor Arterial, the Fence must be setback at least ten feet from the public Sidewalk to allow space for Landscaping. The materials and design of a solid visual barrier Fence which is over two feet in height and placed within the required setback along a Major or Minor Arterial are subject to review by the Planning Commission to ensure compatibility with neighboring Uses.

LANDSCAPING AND RECREATION SPACE.

(1) All multi-unit residential Development shall provide Landscaping and Recreation Space as outlined in the table below:

Standard	Developments with a Density under 20 Dwelling Units/acre	Developments with a Density from 20 to 30 Dwelling Units/acre	Developments with a Density over 30 Dwelling Units/acre
Minimum Landscaping percentage (% of total site area)	25%	25%	10%
Minimum Landscaping and Recreation Space percentage (% of total site area)	50%	40%	40%

(2) To meet the minimum percentages listed in the table above, Recreation Space that is Landscaped shall not be counted twice as both Recreation Space and Landscaping.

(3) For Developments that include more than one housing type such as townhomes and Apartments, the portion of the land associated with each housing type shall meet the Landscaping and Recreation Space percentages for each respective housing type.

(4) For Landscaped areas outside of the minimum required setbacks and outside of parking areas, one tree shall be planted for each 1,500 square feet of Landscaped area. Trees shall be a minimum size of one-and-one-half-inch caliper.

West Valley City Council
c/o West Valley City Hall
3600 Constitution Blvd
West Valley City, UT 84119

TABLEROCK CAPITAL

January 7, 2026

Dear West Valley City Council,

We are pleased to submit a proposal requesting an amendment to the existing development agreement for the properties located at 2293 Lexington Park Drive and 2325 West 3650 South.

This request seeks to align the property's allowable density with West Valley City's adopted zoning code and General Plan, which permit up to 12 units per acre. The existing development agreement is recorded against two properties: 2325 W 3650 South (3.205 acres) and 2293 W Lexington Park Drive (7.058 acres). Together, these parcels total 10.263 acres and, under the current zoning, could support up to 123 residential units.

At present, the 7.058-acre parcel contains 81 apartment units, while the 3.205-acre parcel remains vacant. The proposed amendment would allow for the development of 31 townhome units on the vacant parcel. With this addition, the total project density would remain well below the maximum density permitted under the current zoning ordinance. Additionally, the proposed development would continue to exceed the open space requirements outlined in the City's code.

The proposed amendment and development would provide the following benefits to West Valley City:

1. The owner of the 2325 W 3650 South parcel will make a donation of $500,000 to West Valley City prior to any permits being pulled.
2. The cul-de-sac at the end of 3650 South will be constructed in accordance with the attached site concept plan and all applicable West Valley City code requirements (see Exhibit A).
3. The project will be constructed in accordance with proposed Exhibit B and Exhibit C to be added as exhibits of the proposed amended development agreement.

Thank you for your time and consideration. We appreciate the City Council's review of this request and look forward to continued collaboration with West Valley City.

Sincerely,

Russ Walker
TableRock Capital

Attachments: Exhibit A, Exhibit B, and Exhibit C

Development Agreement

- Applicant: TRC Lexington, LLC
- Location: 2325 West 3650 South on 3.2 acres
- Current Zoning: RM (Multiple Unit Dwelling Residential)
- Current General Plan Designation: Medium Density Residential (12 units/acre)
- Staff: Steve Pastorik

WEST VALLEY CITY
www.wvc-ut.gov

Looking southwest from 2200 West

WEST VALLEY CITY
www.wvc-ut.gov

Looking south from 3650 South

WEST VALLEY CITY
www.wvc-ut.gov

Looking west from 3650 South

WEST VALLEY CITY
www.wvc-ut.gov

Looking south from 3650 South

WEST VALLEY CITY
www.wvc-ut.gov

Comparison

- Current Project
  - 81 apartments on 10.26 acres
  - 7.9 units/acre
- Proposed Project
  - 81 apartments and 29 townhomes on 10.26 acres
  - 10.7 units/acre

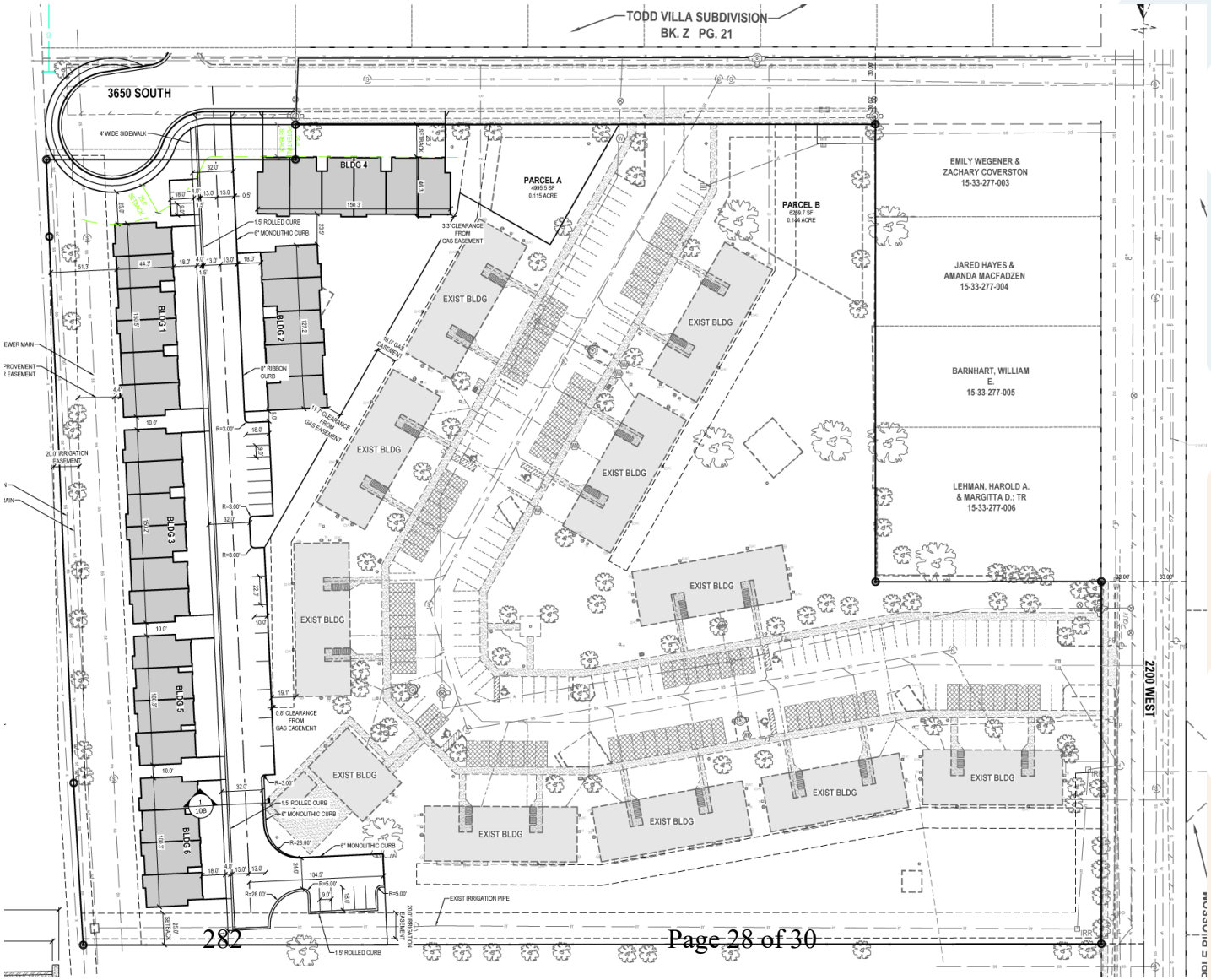
Proposal

- The City allows the developer to build up to 29 townhomes.
- The developer extends 3650 South to the west and terminates it in a cul-de-sac or other road configuration approved by Public Works.
- The developer pays the City $16,200 per dwelling unit for either park improvements or a new or renovated fire station.

Code Exceptions Requested

- 20 feet of landscaping is required along I-215. An exception is request for any cul-de-sac.
- Garage doors are limited to 60% of the front elevation. 63% is requested.
- A minimum of 25% of the front elevation is required to be windows. 17% is requested.

Previous Concept Plan



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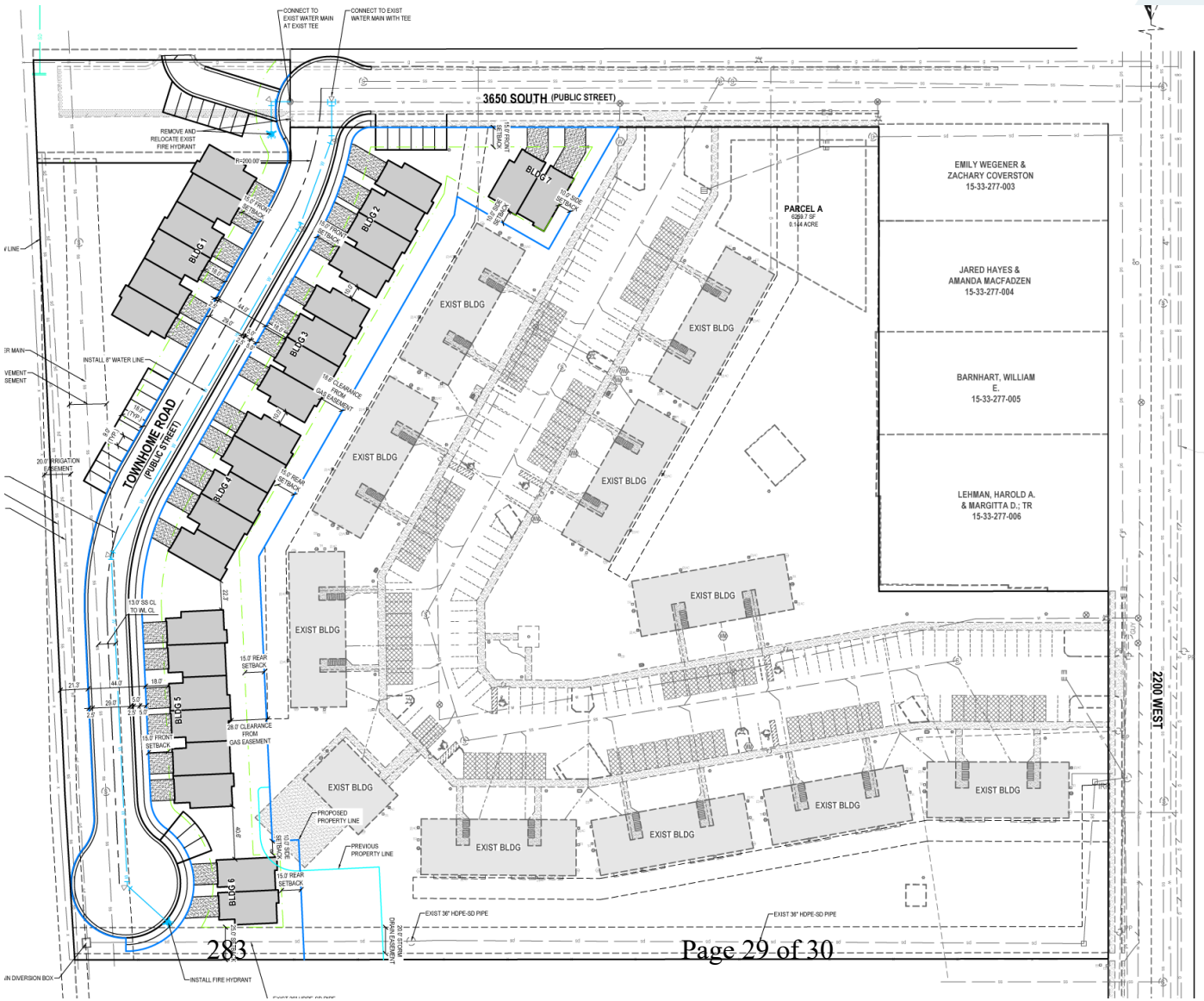
Current Concept Plan



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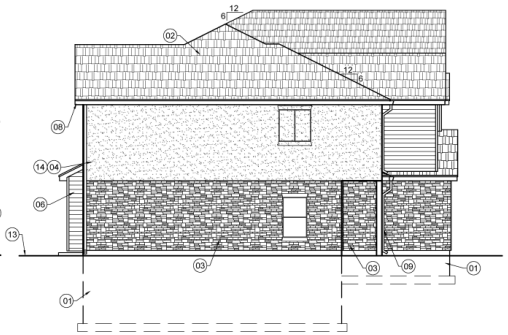
Building Elevations

BACK ELEVATION

SCALE: 1/8" = 1'-0"

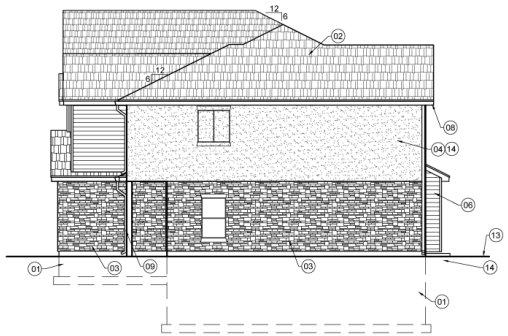


LEFT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

West Valley City Issue Paper

City Council Review

Description: Authorization to proceed with AtomAI as the replacement platform for the City's current Cityworks/Trimble system

Fiscal Impact: $244,000

Funding Source: $75,000 – General Fund (Permitting Tech Fee)
$84,500 – Storm Water Utility 36-7532-40255
$84,500 – Class C Roads 11-7582-40255

Account #: 10-4123-40255

Budget Opening Required: **X**

Issue:

West Valley City currently uses Cityworks/Trimble for permitting, inspections, code enforcement, business licensing, asset management, work orders, public portal services, service requests, plan review submissions, and online payments. The City issued an RFP to evaluate replacement options. After reviewing proposals, including submissions involving Trimble and other vendors, the staff selected AtomAI as the preferred solution

Summary:

AtomAI provides a modern, cloud-based platform for asset management, work orders, service requests, permitting, licensing, inspections, code enforcement, reporting, dashboards, public portal services, and mobile field operations.
The project will be implemented in phases. Public Works Asset Management is planned to go live in **February 2027**. The Enterprise Permit Management phase, including permitting, licensing, code enforcement, inspections, public portal functions, and related services, has a targeted go-live date of **June 25, 2028**. Key benefits include a Modern Google Cloud-based platform, Google Maps and ArcGIS integration, a more intuitive user experience, Improved mobile tools for field staff, AI-supported reporting and dashboards, AI assistance for portal applicants and public users, and potential future use for Fleet and Parks & Recreation.

Background:

Cityworks has supported many core City operations for several years. However, the required transition to Trimble Unity would be a major system change rather than a simple renewal. It would require significant staff time, process changes, training, and additional cost, while still leaving uncertainty about whether the City can retain all current functionality.

Recommendation:

Staff recommends that the City Council approve funding and authorize staff to proceed with AtomAI as the replacement for Cityworks/Trimble.

Department: Admin / Information Technology
Submitted by: Ken Cushing, IT Division Head
Date: July 7,2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO ATOM AI TO PROVIDE SOFTWARE AND RELATED SERVICES.

WHEREAS, West Valley City solicited proposals in accordance with state law to provide software and services for permitting, asset management, and other City functions (the "Project"); and

WHEREAS, AtomAI (hereinafter, "Contractor") submitted the highest scoring responsive and responsible proposal; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to award a contract to Contractor for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract is hereby awarded to Contractor for the amounts set forth in the attached documents.

2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, the attached Master Professional Services Agreement, Subscription Agreement, Statements of Work, and any other documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Enterprise Asset Management

Software License and Statement of Work

Prepared for West Valley City, Utah

Enterprise Asset Management & Permitting RFP

AtomAI Solutions Inc.

July 20, 2026

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A1.0 Executive Summary

AtomAI Solutions, Inc. ("AtomAI") shall provide professional services, software, and related implementation activities to deploy the Atom Enterprise Asset Management (EAM) Platform for West Valley City, UT ("City").

The purpose of this project is to implement a cloud-based enterprise asset management platform that supports the City's management of public infrastructure, facilities, fleet, equipment, service requests, inspections, preventive maintenance activities, reporting, and asset lifecycle management. The implementation is intended to establish a centralized operational platform that improves visibility, efficiency, accountability, and decision-making across participating City departments.

This project prioritizes configuration and go-live for Public Works (Streets, Streetlights, Storm Water, Garbage and Sanitation), Facilities Management and Service Request tracking for city departments. Additional City Departments may follow in subsequent phases with separate statements of work and fees.

The implementation includes the following primary areas of work:

1. **Atom Platform Configuration** – Configuration of asset inventories, asset hierarchies, asset attributes, inspection templates, work management processes, preventive maintenance programs, service request workflows, notifications, and related operational components.
2. **Data Migration Services** – Migration of agreed-upon asset inventory data, active operational records, and related information from the City's existing systems into the Atom platform, including data mapping, validation, testing, and production deployment activities.
3. **Integration Services** – Configuration and testing of included integrations: Microsoft Active Directory Single Sign-On (SSO), Esri ArcGIS, Blue Stakes 811, Esri Citizen Crowdsource Reporter, Internal Facility Request Form.
4. **Reporting and Analytics Configuration** – Configuration of standard reports, dashboards, key performance indicators (KPIs), analytics, and administrative reporting tools to support operational management, performance monitoring, budgeting, and executive decision-making.
5. **Training and Knowledge Transfer** – Delivery of administrator training, end-user training, train-the-trainer sessions, documentation, and knowledge transfer activities intended to enable City personnel to effectively administer and utilize the platform following project completion.

The project shall be delivered utilizing AtomAI's milestone-based implementation methodology as further described in this Statement of Work. Each milestone includes defined deliverables, review activities, and acceptance criteria. Deliverables shall be subject to review and acceptance by the City in accordance with the acceptance procedures defined herein.

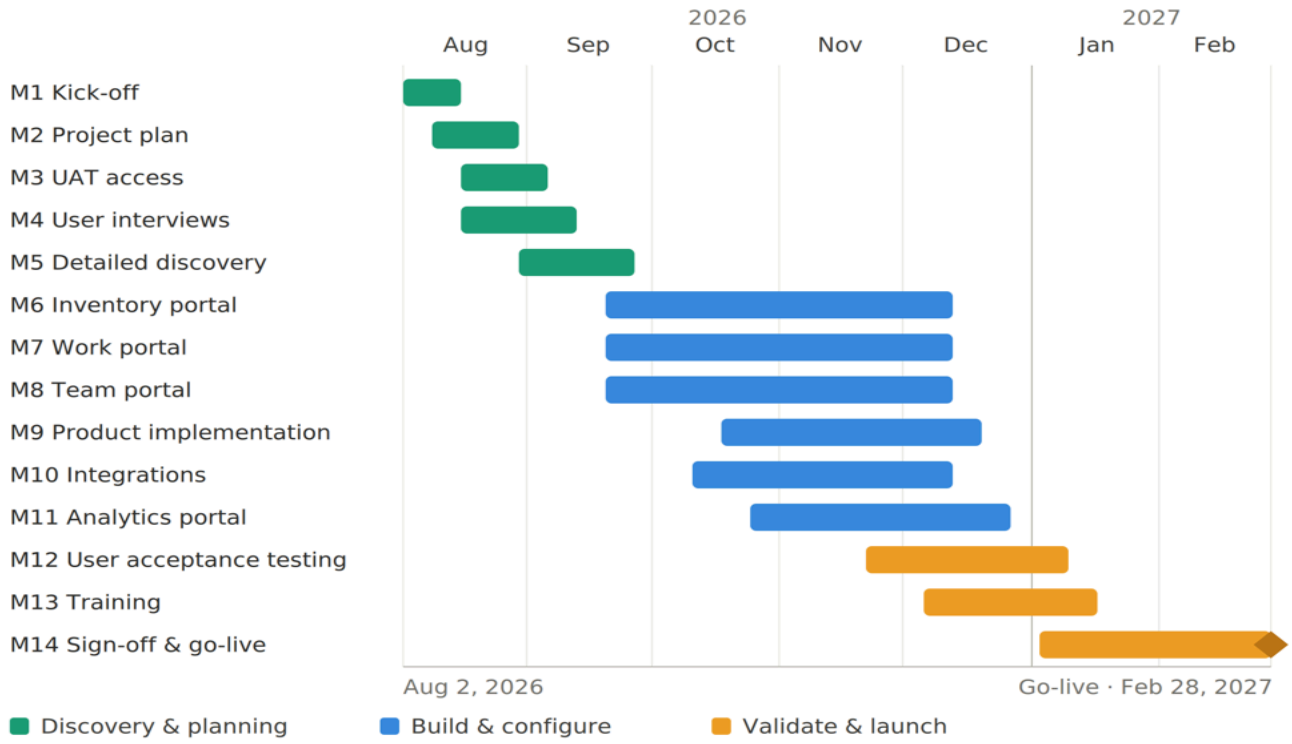
Upon completion of this project the City will have a configured enterprise asset management platform supporting asset inventory management, work management, inspections, service requests, preventive maintenance, reporting, analytics, and mobile field operations for Public Works, Facilities Management and Service Request processing for city departments currently using Cityworks AMS.

A1.1 Project Scope — Asset Management Operational Areas

This project includes configuration, training and go-live for:

Operational Area	Scope
Public Works	Asset management, work orders, service requests, inspections for Streets, Streetlights, Storm Water, Garbage and Sanitation
Facilities	Asset management, work orders, service requests, inspections for city facilities.
Service Request Tracking	Service Request Tracking for processing Citizens Requests defined on the City's Crowdsource Reporting App: https://gisportal.wvc-ut.gov/crowdsource/

A1.2 Project Implementation Timeline



Project Milestone Details

M1: Project Kick-Off (Weeks 1–2)

Pre-contract discovery findings inform a high-level agenda shared ahead of the formal Kick-Off, covering anticipated roles, responsibilities, KPIs, OKRs, and deliverables. Kick-Off aligns the team on scope, deliverables, schedule, and working cadence, and previews the User Interview process.

Deliverables:

- Kick-Off slide deck
- Kick-Off meeting notes
- Scheduling of subsequent project team meetings
- Scheduling of user interviews

M2: Project Plan (Weeks 2–4)

Using Kick-Off takeaways, the Atom team compiles a comprehensive Project Plan made up of component documents, each requiring City sign-off after review. These documents establish the foundation for managing data considerations, objectives, resourcing, and scheduling.

Deliverables:

- Project Charter

- Project Plan
- Scope Management Plan
- Schedule Management Plan
- Quality Management Plan
- Communication Management Plan
- Change Management Plan
- Organizational Change Management Plan
- Knowledge Transfer Plan
- Training Plan
- Performance Test Plan
- Atom-hosted shared project folder
- Project tracking artifacts

M3: UAT Access (Weeks 3–5)

Key City users are granted access to a dedicated UAT/sandbox environment through Microsoft Active Directory SSO, where configuration, integration, and testing proceed safely throughout the project.

Deliverables:

- UAT environment creation
- Authentication approval (Microsoft Active Directory SSO)
- Superuser access to UAT confirmed

M4: User Interviews (Weeks 3–6)

The Atom team coordinates with the City to ensure interviewees represent the full range of roles and use cases. Sessions are typically one hour, recorded, with notes posted to the shared project folder. A User Interview Summary follows for City review and serves as the preliminary requirements reference.

Deliverables:

- User interview preparations, including stakeholder representation (GIS, managers, SMEs) across Streets, Streetlights, Storm Water, Garbage and Sanitation
- Confirmed communication, scheduling, and session expectations
- Preliminary requirements across analytics, business processes, integrations, inventory, permissions, and work
- User Interview Summary

M5: Detailed Discovery (Weeks 5–8)

Builds on the interview findings with deeper exploration across data, processes, reporting, software, and integrations, using additional interviews and working sessions. A gap analysis

identifies where configuration or potential customization is needed; out-of-scope items follow the Change Management Plan.

Deliverables:

- Formalized requirements across analytics, business processes, integrations, inventory, permissions, and work
- Gap analysis

M6: Data Setup - Inventory Portal (Weeks 8–19)

Highly iterative, with multiple checkpoints and sign-offs. An approved Inventory Data Dictionary is translated into UAT inventory types (schemas), followed by data upload and the build-out of the City's inventory hierarchy. Custom development is minimized to preserve access to future product releases.

Deliverables:

- Inventory Data Dictionary
- UAT inventory hierarchy build-out
- UAT inventory schemas (assets, materials, stockpiles for Streets, Streetlights, Storm Water, Garbage and Sanitation, and Facilities)
- Inventory data configuration testing

M7: Data Setup - Work Portal (Weeks 8–19)

Highly iterative, with multiple checkpoints and sign-offs. An approved Work Data Dictionary is translated into UAT work and task templates, including PM schedules and inspection forms, with final publication pending testing and sign-off.

Deliverables:

- Work Data Dictionary
- UAT work templates for work and requests
- UAT task templates
- Work data configuration testing

M8: Data Setup - Team Portal (Weeks 8–19)

Highly iterative, with multiple checkpoints and sign-offs. An approved RBAC Matrix is translated into custom UAT roles built from unique policy combinations per use case. The City's Atom Directory is built out, and role assignment proceeds after testing and sign-off.

Deliverables:

- Atom Directory build-out
- RBAC Matrix aligned to City roles (director, supervisor, field crew, administrator)
- Custom UAT roles
- Team data configuration testing

M9: Product Implementation (Weeks 12–20)

Combines the Data Setup outputs with the Detailed Discovery gap analysis to produce a production-ready environment. Completed configurations become end-to-end functional workflows, and agreed gaps are resolved.

Deliverables:

- Designs and prototypes
- Focused requirements
- Scope-specific testing
- Timeline refinement
- Mobile app configured (iOS/Android)

M10: Integrations (Weeks 11–19)

Each integration follows an end-to-end approach per dataflow or system, from integration diagrams through read/write interfaces, ingestion, audit assurance, and user group review. Update cadence is signed off per integration, and UAT testing precedes release to production.

Deliverables:

- Integration diagrams per dataflow or system
- Integration-specific UAT test scripts per dataflow or system
- Integration-specific UAT testing per dataflow or system
- City sign-off on successful testing results
- Integrations Included:
    - Microsoft Active Directory (SSO)
    - Esri ArcGIS Enterprise
    - Blue Stakes 811
    - Service Request Reporting Apps
        - Esri Citizen Crowdsource Reporter for Public Requests
        - Internal Facility requests using Survey123 or Google Form as determined by the project team

M11: Final Analytics & Reporting Configuration (Weeks 17–21)

With configuration and integrations substantially complete, the Atom team finalizes analytics and reporting. An approved Reports List is translated into Analytics cards, refined iteratively with City feedback before final publication.

Deliverables:

- Standard out-of-the-box reports
- Up to ten (10) custom analytic dashboards configured in collaboration with the City

- Pavement Analysis
- Analytics cards published and finalized in UAT
- Ask Atom AI Chatbot
- Dashboards configured for division, management, and executive reporting

M12: User Acceptance Testing (Weeks 17–23)

After configuration and integrations are complete, the Atom team coordinates end-to-end UAT. City testers, representing the full range of end users and administrators, receive a focused orientation with reference material, then execute role-based test scripts spanning staging, workflows, and stress testing. Unexpected outcomes are resolved and retested before training and Go-Live.

Deliverables:

- UAT test scripts
- UAT process and resolution tracker (Jira portal)
- City sign-off on successful testing results, including from each departmental lead

M13: Training (Weeks 19–24)

The Atom team leads end-user training per agreed parameters. An Atom Training Guide is compiled and shared for review, the City's Knowledge Center is updated with WVC-specific material, and ongoing maintenance expectations are set. Change management underpins the approach, with post-training reinforcement emphasized. Train-the-Trainer and a pilot are conducted if needed.

Deliverables:

- Atom Training Guide
- Customized Knowledge Center
- Formal Atom training sessions
- Updated Atom Training Plan

M14: Sign-Off & Go-Live (Weeks 23–30)

The City's production environment goes live, with users entering real-world data. The City reviews the executive sponsorship and acceptance requirements from M2 and determines acceptance or any required variance language. Approval is formally obtained from all required parties.

Deliverables:

- Approval acquisition from all required parties
- Atom pushed to production (DNS, SSO, and integrations switched)
- Final data migration load with reconciliation
- 30-day hypercare
- Atom support per the Subscription License Agreement (SLA)

A1.3 Data Migration Scope

AtomAI approaches data migration strategically, focusing on business continuity, data quality, and long-term usability rather than attempting to migrate all historical data without purpose.

Asset Data Migration

Asset data is fully migrated into the Atom platform and where appropriate, aligned with the City's GIS environment:

- Core asset records, attributes, and relationships are migrated and configured within the Inventory Portal
- Assets are connected to ArcGIS where applicable.
- Data is validated, structured, and organized to support ongoing operations, reporting, and lifecycle management

This ensures that the City's asset inventory is complete, accurate, and ready for day-to-day use at go-live.

Work Order & Service Request History

Historical work and request data are handled with a focus on operational continuity:

- Active and in-progress work orders and requests are migrated into Atom for immediate use
- Recently completed records may be included based on City priorities
- Older historical data is preserved in Google BigQuery as a secure, accessible data warehouse

This approach ensures that staff have access to current and relevant information while maintaining the ability to reference historical data when needed.

Attachments & Supporting Documents

Attachments such as photos, documents, and records are migrated based on project goals and data priorities:

- Critical and active attachments are prioritized for migration
- Historical attachments may be selectively migrated based on value and volume
- All migrated attachments remain linked to their associated assets, work orders, or records

AtomAI works with the City to define the appropriate migration scope to balance completeness, cost, and timeline.

Migration Approach & Validation

- Collaborative data mapping and validation with City stakeholders
- Iterative migration cycles with testing and refinement
- Data quality checks to ensure accuracy and completeness
- Final validation prior to go-live

This structured approach ensures a smooth transition with minimal disruption to City operations.

A1.4 Integration Scope

The AtomAI Enterprise Asset Management (EAM) implementation includes a defined set of 3rd party platform integrations identified for this Project. AtomAI utilizes a standardized integration framework and implementation methodology to ensure consistency, reliability, and maintainability across all integrations.

Included Integrations:

- Microsoft Active Directory (SSO)
- Esri ArcGIS
- Blue Stakes 811
- Esri Citizen Crowdsource Reporter for this Project's Go-Live
    - The AtomAI Community Assistant Public Portal will replace this as part of the Enterprise Permit Management project.
- Internal Facility Management Request form (Survey123 or Other)

Additional Integrations

The City has identified potential future integrations with third-party systems, including Digital Plan Review, ERP/Financial, Document Management, and other business applications. These integrations are outside the scope of this Project and, if requested, will be separately scoped, priced, and delivered under a mutually agreed-upon change order or professional services engagement.

Integration Terms

Final integration scope, data formats, and synchronization frequency will be confirmed during the discovery phase. The City will coordinate verification of third-party software licensing, API access, and data availability prior to any integration work beginning.

A2.0 Asset Management Project Cost Summary

A2.1 Total Project Cost Summary Table

SKU	Description	Total Price (USD)
Atom License (Year 1)	Access to All Atom Portals • Up to 2 Terabytes of Total Data/File Storage • Up to **Unlimited** User Accounts (Internal & External) • 40% discount in year 1	**$54,000**
Implementation Fee	Milestone Based invoicing and includes: • All project management, configuration and deliverables as defined in Sections A1.0 - A1.4	**$115,000**

SKU	Description	Total Price (USD)
		(Billed across 14 Project Milestones)
Atom License Renewals	Continuation of Annual License Year 2: $63,000 (30% discount) Year 3: $72,000 (20% discount) Year 4: $81,000 (10% discount) Year 5: $90,000 Year 6: $90,000 Year 7: $90,000	**$486,000**
API & System Integration Support	Blue Stakes 811 Integration Maintenance $2,500 per Year (Years 2 through 7)	**$15,000**
Support, Upgrades & Maintenance	24/7/365 Support as outlined in the Atom SLA. All updates to Atom for the length of the contract.	**Included**
TOTAL 7 YEAR COST	**Includes Implementation, Training, Licensing & Support**	**$670,000 USD**

A2.2 Software Licensing Invoicing Schedule

Invoice Date	Atom Subscription	Integration Maintenance	Annual Total
August 2026	$54,000	—	$54,000
August 2027	$63,000	$2,500	$65,500
August 2028	$72,000	$2,500	$74,500
August 2029	$81,000	$2,500	$83,500
August 2030	$90,000	$2,500	$92,500
August 2031	$90,000	$2,500	$92,500
August 2032	$90,000	$2,500	$92,500
Total	**$540,000**	**$15,000**	**$555,000**

Software Licensing — What's Included

The Atom EAM subscription is structured as a single, all-inclusive license with no per-user or per-module fees, providing the City with full access to the platform for all departments.

- Unlimited users across all City departments
- Web and mobile access (iOS and Android) included
- APIs for integrations
- Cloud hosting on Google Cloud Platform (GCP)
- Software maintenance and updates
- Technical support

Payment Terms

Payment is due within 30 days of receiving an invoice. Payment is in US Dollars and is accepted by check, ACH/EFT.

Optional Annual Renewal

Beginning in 2033, the subscription may be renewed annually by payment of the renewal invoice. Annual renewal pricing may increase by the lesser of the annual Consumer Price Index (CPI) increase or five percent (5%).

A2.3 Professional Services Invoicing

Professional services fees are billed upon acceptance of defined milestone deliverables listed in A1.0–A1.3.

Milestone	Invoice Trigger	Amount
Milestone 1 Project Kick-Off & Initiation	On acceptance	$7,500
Milestone 2 Project Plan Development	On acceptance	$7,500
Milestone 3 UAT Access	On acceptance	$7,500
Milestone 4 User Interviews	On acceptance	$7,500
Milestone 5 Detailed Discovery	On acceptance	$7,500
Milestone 6 Data Setup, Inventory Portal	On acceptance	$7,500
Milestone 7 Data Setup, Work Portal	On acceptance	$7,500

Milestone	Invoice Trigger	Amount
Milestone 8 Data Setup, Team Portal	On acceptance	$7,500
Milestone 9 Product Implementation	On acceptance	$7,500
Milestone 10 Integrations	On acceptance	$17,500
Milestone 11 Analytics Portal	On acceptance	$7,500
Milestone 12 User Acceptance Testing	On acceptance	$7,500
Milestone 13 Training	On acceptance	$7,500
Milestone 14 Executive Sign-Off & Go-Live	On acceptance	$7,500
Total Professional Services		**$115,000**

Professional Services - What's Included

The AtomAI Enterprise Asset Management implementation includes the following services and deliverables as part of the base project scope:

- Project management delivered through AtomAI's 14-milestone implementation framework
- Configuration of asset inventory, work management, inspections, service requests, and reporting
- Data migration focused on asset data, active work, and business continuity
- Integrations: Microsoft Active Directory (SSO), ArcGIS, Esri Crowdsource Citizen Request Reporter, Blue Stakes 811.
- Standard out-of-the-box reports
- Up to ten (10) custom analytic dashboards configured in collaboration with the City
- Train-the-Trainer program for up to 25 City users
- Administrator training for up to 5 system administrators
- Up to six (6) days of on-site engagement, scheduled in coordination with the City

Additional Services

Additional work outside the scope defined in this Statement of Work may be requested by the City, either during the project or on an ongoing basis to support the City beyond standard technical support. Any additional services will be authorized in advance and billed at the following rates:

- **$225/hour**, remote standard services, billed in 30-minute increments for the first half-hour, then in 15-minute increments thereafter.
- **$285/hour**, remote developer services, billed in 30-minute increments for the first half-hour, then in 15-minute increments thereafter.
- On-site days are available at **$3,000 per day** (minimum 2-day engagement), inclusive of all travel expenses. Alternatively, travel expenses may be reimbursed through a City-approved travel budget.

Printing Services & Materials
The City is responsible for printing for all training materials. AtomAI will provide digital files for any training materials developed.

Payment Terms
Payment is due within 30 days of receiving an invoice. Payment is in US Dollars and is accepted by check, ACH/EFT.

A3.0 Agreements & Signatures

A3.1 Customer Contacts

	Invoices / Accounts Payable	Technical Support Admin
Name		
Email	(required for administration)	(required for software support)

A3.2 AtomAI Agreements

This Statement of Work (SOW) is governed by the terms and conditions of the AtomAIMaster Professional Services Agreement on file with the City.

The Atom Subscription Agreement, which details the rights and obligations of the parties in the use and support of the Atom Software is on file with the City.

A3.3 Agreement Signatures

IN WITNESS WHEREOF, this Statement of Work and Agreement has been executed by the Parties through their duly authorized officers as of the date set forth above.

AtomAI Solutions Inc.

Name: Matt Harman

Title: Sr. VP of Sales & Partnerships

Date: 7/20/2026

West Valley City, UT

Name: _____

Title: _____

Date: _____

Enterprise Permit Management

Software License and Statement of Work

Prepared for West Valley City, Utah

Enterprise Asset Management & Permitting RFP

AtomAI Solutions Inc.

July 20, 2026

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P3.3 Agreement Signatures 19

P1.0 Executive Summary

AtomAI Solutions, Inc. ("AtomAI") shall provide professional services, software, and related implementation activities to deploy the Atom Enterprise Permit Management (EPM) Platform for West Valley City, UT ("City").

The purpose of this project is to implement a cloud-based permitting, licensing, and case management platform that supports the City's management of applications, tasks, inspections, code enforcement, business licensing, fee management, public engagement, reporting, and the full application, permit, case and license lifecycle. The implementation is intended to establish a centralized regulatory operations platform that improves transparency, efficiency, accountability, and service delivery across the City's Community Development functions and the public it serves.

This project covers six of the City's permitting and licensing operational areas as a single, unified implementation. The Atom EPM platform replaces the City's current Cityworks PLL environment and the associated custom portal.

The platform is delivered through three end-user products, each configured and accepted as part of the implementation:

- Back-office web application for City staff
- Inspector mobile application (iOS and Android)
- AtomAI Community Assistant public portal for citizens and contractors

Because the AtomAI Enterprise Permit Management (EPM) platform is implemented through a collaborative, iterative partnership between the City, the AtomAI project team, and the AtomAI development team, the Project is organized into three implementation stages. Progress is tracked throughout the Project, with professional services invoiced monthly based on work completed.

A City Go/No-Go Option at the close of discovery gives the City a no-penalty decision point before the build commits.

The implementation includes the following primary areas of work:

1. **Atom Platform Configuration** – Configuration of permit, license, and case types; application intake; workflow and review routing; plan review tasks; inspection tasks; code enforcement case management; business licensing; fee schedules; notifications; and related operational components.
2. **Data Migration Services** – Migration of agreed-upon permit, license, case, inspection, and fee data, plus active records and supporting documents, from the City's existing Cityworks PLL environment into the Atom platform, including data mapping, validation, testing, and production deployment activities.

3. **Integration Services** – Configuration and testing of integrations, including Microsoft Active Directory (SSO), Esri ArcGIS, Payment Gateway and the Atom Community Assistant public portal.
4. **Reporting and Analytics Configuration** – Configuration of standard reports, dashboards, key performance indicators (KPIs), analytics, and administrative reporting tools to support operational management, performance monitoring, revenue tracking, and executive decision-making.
5. **Training and Knowledge Transfer** – Delivery of administrator training, end-user training, train-the-trainer sessions, documentation, and knowledge transfer activities intended to enable City personnel to effectively administer and utilize the platform following project completion.

The project shall be delivered utilizing AtomAI's milestone-based implementation methodology as further described in this Statement of Work.

Upon completion, the City will have a configured community development platform supporting application intake, issuing, inspections, code enforcement, business licensing, fee management, public self-service, reporting, analytics, and mobile field operations across all six operational areas, with **go-live targeted for no later than June 25, 2028.**

P1.1 Project Scope — Permitting Operational Areas

This project includes configuration, training and go-live for:

Operational Area	Scope
Building Inspections	Permit applications, plan review, inspections, certificates of occupancy, contractor licensing
Planning and Zoning	Land use applications, conditional use permits, site plan reviews, zoning verifications, variances
Code Enforcement	Violation tracking, complaint intake, case management, notice and citation generation, abatement workflows
Business Licensing	New license applications, renewals, inspections, fee collection, compliance tracking
Fire Prevention	Fire permits, fire inspections, occupancy reviews, hazardous materials permits, plan review coordination
Public Works	ROW permits, storm water permits, utility permits, encroachment permits, contractor licensing
AtomAI Community Assistant Public Portal	Deployment of AtomAI Community Assistant AI Powered Public Portal for Permits, Applications and Service Requests

Implementation Approach — Three-Stage Iterative Delivery

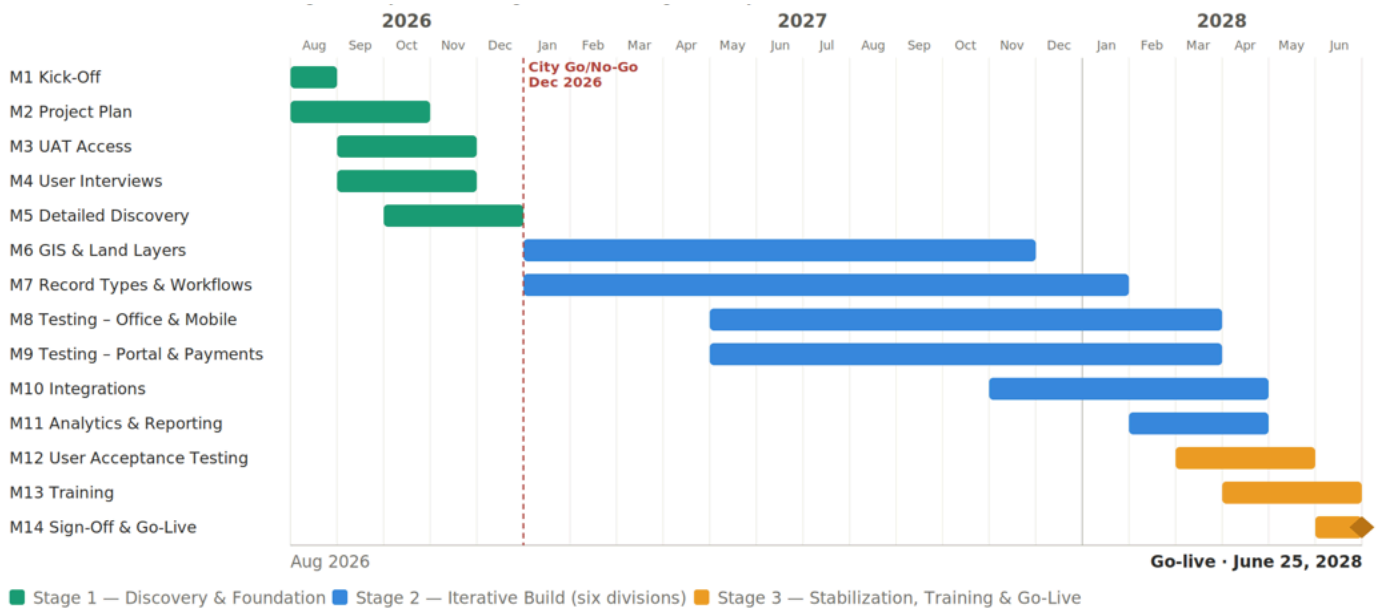
The project is delivered in three stages across approximately 23 months, beginning August 2026 with go-live targeted for June 25, 2028. The three delivery products — back-office web application, inspector mobile application, and AtomAI Community Assistant — are configured and accepted throughout the build.

- **Stage 1 — Discovery & Foundation (August–December 2026).** Milestones M1–M5. Professional services are invoiced at a fixed monthly rate beginning September 2026 (see P2.3). Stage 1 concludes with the City Go/No-Go Option.

City Go/No-Go Option (end of December 2026). At the close of discovery, the City may, at its sole discretion, proceed with the iterative build or discontinue the engagement, owing only for professional services accepted to that point. AtomAI does not hold a reciprocal exit right and commits to proceed and deliver to the targeted go-live.

- **Stage 2 — Iterative Build (January 2027–April 2028).** Milestones M6–M11. Configuration, testing, and refinement are performed iteratively across all six divisions, followed by integrations and final analytics. Professional services continue to be invoiced at the fixed monthly rate.
- **Stage 3 — Stabilization, Training & Go-Live (March–June 2028).** Milestones M12–M14. Full-system UAT, training, and production cutover, with go-live on June 25, 2028. A post-go-live support contingency is available on a time-and-materials basis beginning July 2028 (see P2.3).

P1.2 Project Implementation Timeline



Milestone Schedule

Milestone	Months	Stage
M1 Project Kick-Off	Month 1	Stage 1
M2 Project Plan	Months 1–3	Stage 1
M3 UAT Access	Months 2–4	Stage 1
M4 User Interviews	Months 2–4	Stage 1
M5 Detailed Discovery	Months 3–5	Stage 1
City Go/No-Go Option	End of Month 5 (Dec 2026)	**Gate**
M6 Configure GIS & Land Layers	Months 6–16	Stage 2
M7 Configure Record Types, Forms, Workflows, Fees & Templates	Months 6–18	Stage 2
M8 Iterative Testing & Refinement – Back Office & Mobile	Months 10–20	Stage 2
M9 Iterative Testing & Refinement – Public Portal & Payments	Months 10–20	Stage 2
M10 Integrations	Months 16–21	Stage 2
M11 Final Analytics & Reporting Configuration	Months 19–21	Stage 2

Milestone	Months	Stage
M12 User Acceptance Testing	Months 20–22	Stage 3
M13 Training	Months 21–23	Stage 3
M14 Executive Sign-Off & Go-Live	Month 23 (June 2028)	Stage 3

Project Milestone Details

M1: Project Kick-Off (Month 1)

Discovery findings inform a high-level agenda shared ahead of the formal Kick-Off, covering anticipated roles, responsibilities, KPIs, OKRs, and deliverables. Kick-Off aligns the team on scope, deliverables, schedule, and working cadence, and previews the User Interview process.

Deliverables:

- Kick-Off slide deck
- Kick-Off meeting notes
- Scheduling of subsequent project team meetings
- Scheduling of user interviews

M2: Project Plan (Months 1–3)

Using Kick-Off takeaways, the Atom team compiles a comprehensive Project Plan made up of component documents, each requiring City sign-off after review. These documents establish the foundation for managing data considerations, objectives, resourcing, and scheduling.

Deliverables:

- Project Charter
- Project Plan
- Scope Management Plan
- Schedule Management Plan
- Quality Management Plan
- Communication Management Plan
- Change Management Plan
- Organizational Change Management Plan
- Knowledge Transfer Plan
- Training Plan
- Performance Test Plan
- Atom-hosted shared project folder
- Project tracking artifacts

M3: UAT Access (Months 2–4)

Key City Community Development users are granted access to a dedicated UAT/sandbox environment through Microsoft Active Directory (SSO), where configuration, integration, and testing proceed safely throughout the project.

Deliverables:

- UAT environment creation
- Authentication approval (Microsoft Active Directory SSO)
- Superuser access to UAT confirmed

M4: User Interviews (Months 2–4)

The Atom team coordinates with the City to ensure interviewees represent the full range of permitting roles and use cases across all six operational areas. Sessions are typically one hour, recorded, with notes posted to the shared project folder. A User Interview Summary follows for City review and serves as the preliminary requirements reference.

Deliverables:

- User interview preparations, including stakeholder representation (GIS, managers, SMEs) across Building Inspections, Planning and Zoning, Code Enforcement, Business Licensing, Fire Prevention, and Public Works.
- Confirmed communication, scheduling, and session expectations
- Preliminary requirements across applications, plan review, inspections, fees, integrations, permissions, and analytics
- User Interview Summary

M5: Detailed Discovery (Months 3–5)

Builds on the interview findings with deeper exploration across permit and license types, workflow logic, fee schedules, plan review processes, integration requirements, and reporting needs. Integration planning begins here. A formal gap analysis documents differences between current platform capabilities and the City's requirements and informs the City Go/No-Go Option.

Deliverables:

- Formalized requirements across applications, plan review, inspections, fees, integrations, permissions, and analytics
- Integration planning and sequencing
- Gap analysis
- Confirmed build backlog and proposed build schedule (input to the City Go/No-Go Option)

City Go/No-Go Option (End of December 2026)

At the conclusion of Stage 1 discovery, AtomAI delivers the gap analysis, confirmed build backlog, and proposed build schedule. The City then has the option, at its sole discretion, to proceed with the iterative build or to discontinue the EPM engagement. If the City elects to discontinue, it owes only for professional services invoiced through that point, with no further obligation and no penalty.

The discounted EPM subscription, with paid billing beginning August 2028, is contingent on the City electing to proceed; a decision to discontinue at this option voids the subscription commitment.

Milestones M6 through M12 are performed iteratively across all six divisions. Configuration (M6–M7) and testing and refinement (M8–M9) run concurrently, division by division, until each is substantially complete; integrations (M10) are built once that configuration and testing are substantially done, followed by final analytics (M11) and User Acceptance Testing (M12).

M6: Configure GIS & Land Layers (Months 6–16)

Configure the City's GIS and land layers for use with the record types, supporting data collection, business rules, automation, and geofencing. The GIS serves as a data source for application data collection and streamlines routing and assignments, inspector areas, and reporting and analytics. Performed iteratively across all six divisions.

Deliverables:

- ArcGIS parcel, address, and land-base layers configured as a data source for record types and application intake
- Geofencing and spatial business rules configured to support routing, assignments, and inspector areas
- Address and parcel validation configured for data collection
- Zoning, overlay, and regulatory layers (for example flood, historic, and special districts) configured for staff and public reference
- Spatial inputs configured to support reporting and analytics
- GIS and land layer configuration tested per division

M7: Configure Record Types, Forms, Workflows, Fees & Templates (Months 6–18)

Configure record types, data forms, workflows, fees, automations, notifications, and print templates for each division. The record type governs much of the public access and AI Community Assistant behavior, so that configuration is included in this milestone. Highly iterative, leveraging the requirements and discovery gathered in M4 and M5.

Deliverables:

- Record types and data collection forms configured for each division
- Workflows, review routing, and automations configured
- Fee schedules and automated fee calculation rules configured

- Notifications and correspondence templates configured
- Print and document templates (permits, licenses, certificates of occupancy, notices, citations, inspection reports)
- Public access and AI Community Assistant behavior configured per record type
- Role-based access control (RBAC) and Atom Directory configured per division
- Migration of active permit, license, case, inspection, and fee records into the configured record types per division, bound to the Data Migration Scope (P1.3)
- Record type, workflow, fee, and template configuration tested per division

M8: Iterative Testing & Refinement – Back Office & Mobile (Months 10–20)

Once M6 and M7 are configured for a division, the Atom team begins iterative testing and refinement of the staff-facing experience across the back-office web application and inspector mobile app. Performed division by division until each is substantially complete.

Deliverables:

- Work assignment and routing tested and refined
- Inspection scheduling, rescheduling, and cancellation tested
- Fee calculations validated
- License renewals tested
- Code enforcement violation workflows tested
- GIS rules and automation validated within live workflows
- Inspector mobile app workflows tested (iOS/Android)
- Defects logged, resolved, and retested per division

M9: Iterative Testing & Refinement – Public Portal & Payments (Months 10–20)

In parallel with M8, the Atom team iteratively tests and refines the public-facing experience through the AtomAI Community Assistant, division by division, until each is substantially complete. Payment testing in this milestone covers Atom's internal payment tools (fee calculation, invoicing, balances, and refunds within the platform); testing of the external payment gateway and all other integrations occurs in M10.

Deliverables:

- Community Assistant public portal tested per division
- Online application intake tested
- Email and status notifications tested
- Internal fee collection, invoicing, and balance handling tested
- Internal refund handling tested
- Real-time status tracking and citizen/contractor self-service tested
- Defects logged, resolved, and retested per division

M10: Integrations (Months 16–21)

Integration planning begins in M5 and continues iteratively; the integrations themselves, including the external payment gateway, are built and tested in this milestone once M8 and M9 are substantially complete. Each integration follows an end-to-end approach per dataflow or system, from integration diagrams through read/write interfaces, OAuth 2.0 authentication, ingestion, audit assurance, and user group review. UAT testing precedes release to production.

Deliverables:

- Integration diagrams per dataflow or system
- Integration-specific UAT test scripts per dataflow or system
- Integration-specific UAT testing per dataflow or system
- City sign-off on successful testing results
- **Integrations Included:**
    - Microsoft Active Directory (SSO)
    - Esri ArcGIS
    - Payment Gateway

M11: Final Analytics & Reporting Configuration (Months 19–21)

With configuration and integrations substantially complete, the Atom team finalizes analytics and reporting. An approved Reports List is translated into Analytics cards, refined iteratively with City feedback before final publication.

Deliverables:

- Standard out-of-the-box reports
- Up to ten (10) custom analytic dashboards configured in collaboration with the City
- Analytics cards published and finalized in UAT
- Ask Atom AI Chatbot
- Dashboards configured for division, management, and executive reporting

M12: User Acceptance Testing (Months 20–22)

The Atom Core Team and City-assigned testers conduct structured, end-to-end UAT across the back office, inspector mobile app, public portal, and integrations. This milestone is highly iterative, driving the solution to roughly 95% go-live readiness. Unexpected outcomes are resolved and retested before training and go-live.

Deliverables:

- UAT test scripts
- UAT process and resolution tracker (Jira portal)
- City sign-off on successful testing results, including from each division lead

M13: End User & Admin Training (Months 21–23)

The Atom team leads end-user training and detailed administrator training per agreed parameters. An Atom Training Guide is compiled and shared for review, the City's Knowledge Center is updated with WVC-specific material, and ongoing maintenance expectations are set. Change management underpins the approach, with post-training reinforcement emphasized.

Deliverables:

- Atom Training Guide
- Customized Knowledge Center
- End-user training sessions
- Detailed administrator training
- Updated Atom Training Plan

M14: Sign-Off & Go-Live (Month 23 — June 25, 2028)

The City's production environment goes live, with users and the public entering real-world data, and Cityworks PLL is discontinued. The City reviews the executive sponsorship and acceptance requirements from M2 and determines acceptance or any required variance language. Approval is formally obtained from all required parties.

Deliverables:

- Approval acquisition from all required parties
- Atom pushed to production (DNS, SSO, and integrations switched)
- Final data migration load with reconciliation
- 30-day hypercare
- Atom support per the Subscription License Agreement (SLA)

P1.3 Data Migration Scope

AtomAI approaches data migration strategically, focusing on business continuity, data quality, and long-term usability rather than attempting to migrate all historical data without purpose. The migration covers data from the City's existing Cityworks PLL environment and associated custom portal, preserving operational continuity and historical institutional knowledge.

Permit, License & Case Migration

Permit, license, and case data are fully migrated into the Atom platform and aligned with the City's parcel and address data:

- Core records, attributes, and relationships are migrated and configured within the Application Portal
- Records are connected to ArcGIS parcels through the platform's parcel-centric data model
- Data is validated, structured, and organized to support ongoing operations, reporting, and lifecycle management

This ensures that the City's regulatory history is complete, accurate, and ready for day-to-day use at go-live.

Inspection & Fee History

Historical inspection and fee data are handled with a focus on operational and financial continuity:

- Active and in-progress inspections, reviews, and fee balances are migrated into Atom for immediate use
- Closed records from recent years are migrated based on City priorities for reporting continuity
- Older historical data is preserved in Google BigQuery as a secure, accessible data warehouse

Attachments & Supporting Documents

Attachments such as plans, photos, correspondence, and uploaded documents are migrated based on project goals and data priorities:

- Active record attachments are prioritized for migration
- Historical attachments may be selectively migrated based on value and volume
- All migrated attachments remain linked to their associated permits, licenses, cases, or inspections

AtomAI works with the City to define the appropriate migration scope to balance completeness, cost, and timeline.

Migration Approach & Validation

- Collaborative data mapping and validation with City stakeholders
- Iterative migration cycles with testing and refinement
- Data quality checks to ensure accuracy and completeness
- Final validation prior to go-live

This structured approach ensures a smooth transition with minimal disruption to City operations and applicant-facing services.

Business Continuity

The migration is sequenced to keep the City operating without disruption through go-live. Active and in-progress permits, licenses, cases, inspections, reviews, and fee balances are migrated and validated ahead of cutover regardless of original record age, so that staff and applicants experience continuity of service.

A final migration load with reconciliation at Milestone 14 captures records created during the transition, and Cityworks PLL is discontinued only after the City confirms the production data set is complete and accurate.

Migration Scope Boundary

Data migration is limited to the scope defined in this section: full migration of permit, license, and case records; active and in-progress inspections, reviews, and fee balances, with closed records from recent years migrated based on City priorities (cutoff defined with the City during discovery) and older historical data preserved in Google BigQuery; and active-record attachments prioritized, with historical attachments migrated selectively based on value and volume.

Requests beyond this defined scope — including full historical record migration, migration of additional source systems, or migration of attachments beyond the agreed set — are out of scope for the fixed implementation fee and will be evaluated through the Change Management Plan and billed at the Additional Services rates in Section P2.3.

P1.4 Integration Scope

The AtomAI Enterprise Permit Management (EPM) implementation includes a defined set of 3rd party platform integrations identified for this Project. AtomAI utilizes a standardized integration framework and implementation methodology to ensure consistency, reliability, and maintainability across all integrations.

Included Integrations:

- Microsoft Active Directory (SSO)
- Esri ArcGIS
- Payment Gateway for Payment Processing

Additional Integrations

The City has identified potential future integrations with third-party systems, including Digital Plan Review, ERP/Financial, Document Management, and other business applications. These integrations are outside the scope of this Project and, if requested, will be separately scoped, priced, and delivered under a mutually agreed-upon change order or professional services engagement.

Integration Terms

Final integration scope, data formats, and synchronization frequency will be confirmed during the discovery phase. The City will coordinate verification of third-party software licensing, API access, and data availability prior to any integration work beginning.

P2.0 Project Cost Summary

P2.1 Total Project Cost Summary Table

SKU	Description	Total Price (USD)
Atom License (Year 1)	Access to all Atom Portals, Atom Community Assistant • Up to 2 Terabytes of Total Data/File Storage • Up to **Unlimited** User Accounts (Internal & External) • 100% discount in year 1	**$0**
Core Implementation Fee	Fixed monthly invoicing, September 2026 through June 2028. Includes: • All project management, configuration and deliverables as defined in Section P1.0 - P1.4	**$225,000 (Fixed monthly invoices — see P2.3)**
Atom License Renewals	Continuation of Annual License Year 2: $0 (100% discount) Year 3: $110,000 (12% discount) Year 4: $117,500 (6% discount) Year 5: $125,000 Year 6: $125,000 Year 7: $125,000	**$602,500**
API & System Integration Support	Payment Gateway: $2,500 (Years 3 through 7)	**$12,500**
Post-Go-Live Support Contingency	Time-and-materials pool authorized July 2028 to support as directed by the City	**$25,000**
Support, Upgrades & Maintenance	24/7/365 Support as outlined in the Atom SLA. All updates to Atom for the length of the contract.	**Included**
TOTAL PROJECT COST	Includes implementation, software subscription, integration maintenance, and contingency	**$865,000 USD**

P2.2 Software Licensing Invoicing Schedule

The Atom EPM subscription is a single, all-inclusive license with no per-user or per-module fees. The subscription is discounted to $0 for the first two years (August 2026 and August 2027) during implementation, with the five-year paid term running August 2028 through August 2032. Integration maintenance of $2,500 per year is billed beginning with the first paid year (August 2028).

Invoice Date	Atom Subscription	Integration Maintenance	Annual Total
August 2026	(discounted) $0	—	$0
August 2027	(discounted) $0	—	$0
August 2028	$110,000	$2,500	$112,500
August 2029	$117,500	$2,500	$120,000
August 2030	$125,000	$2,500	$127,500
August 2031	$125,000	$2,500	$127,500
August 2032	$125,000	$2,500	$127,500
Total	**$602,500**	**$12,500**	**$615,000**

Software Licensing — What's Included

- Unlimited users across all City departments and operational areas
- Unlimited external applicants, contractors, and businesses through the Community Assistant
- Atom Community Assistant — AI-powered public portal
- Web and mobile access (iOS and Android)
- APIs for integrations
- Cloud hosting on Google Cloud Platform (GCP)
- Software maintenance and updates
- Technical support and customer success

Payment Terms

Payment is due within 30 days of receiving an invoice. Payment is in US Dollars and is accepted by check or ACH/EFT.

Optional Annual Renewal

Beginning in 2033, the subscription may be renewed annually by payment of the renewal invoice. Annual renewal pricing may increase by the lesser of the annual Consumer Price Index (CPI) increase or five percent (5%).

P2.3 Professional Services Invoicing

Professional services for the EPM implementation are invoiced monthly at a fixed rate, beginning September 2026 and continuing through go-live. Fixed monthly invoicing gives the City and AtomAI a predictable, level cost across the engagement and supports the partnership approach to this project. The fixed monthly fee covers all configuration, iterative testing across the six divisions, data migration for business continuity, and the integration setup as defined in this document.

Monthly Invoicing Schedule

Period	Monthly Rate	Months	Amount
September 2026 – June 2027	$7,500	10	$75,000
July 2027 – June 2028	$12,500	12	$150,000
Post-Go-Live Support Contingency (from July 2028)	Time & material at listed rates	—	$25,000
Total Professional Services			**$250,000**

Post-Go-Live Support Contingency

A $25,000 contingency is established for post-go-live support, available beginning July 2028. It is a not-to-exceed pool drawn down only as the City authorizes additional support work, billed on a time-and-materials basis at the Additional Services rates below ($225/hour standard, $285/hour developer, $3,000/day onsite). Any unused portion is not invoiced.

Professional Services — What's Included

- Project management delivered through AtomAI's 14-milestone implementation framework
- Full deployment of the Atom EPM platform and Atom Community Assistant across all six operational areas
- Configuration of permit types, license types, workflows, plan review routing, inspections, code enforcement, and fee management
- Data migration for permit, license, case, inspection, and fee data to maintain business continuity
- Integrations: Microsoft Active Directory (SSO), Esri ArcGIS, Payment Gateway
- Standard out-of-the-box reports
- Up to ten (10) custom analytic dashboards configured in collaboration with the City
- Train-the-Trainer program for up to 25 City users
- Administrator training for up to 5 system administrators
- Up to twelve (12) days of on-site engagement, scheduled in coordination with the City

Additional Services

Additional work outside the scope defined in this Statement of Work may be requested by the City, either during the project or on an ongoing basis to support the City beyond standard

technical support. Any additional services will be authorized in advance and billed at the following rates:

- **$225/hour**, remote standard services, billed in 30-minute increments for the first half-hour, then in 15-minute increments thereafter.
- **$285/hour**, remote developer services, billed in 30-minute increments for the first half-hour, then in 15-minute increments thereafter.
- **On-site days** beyond the included twelve (12) are available at $3,000 per day (minimum 2-day engagement), inclusive of all travel expenses. Alternatively, travel expenses may be reimbursed through a City-approved travel budget.

Printing Services & Materials

The City is responsible for printing all training materials. AtomAI will provide digital files for any training materials developed.

Payment Terms

Payment is due within 30 days of receiving an invoice. Payment is in US Dollars and is accepted by check or ACH/EFT.

P3.0 Agreements & Signatures

P3.1 Customer Contacts

	Invoices / Accounts Payable	Technical Support Admin
Name		
Email	(required for administration)	(required for software support)

P3.2 AtomAI Agreements

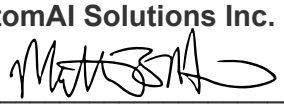
This Statement of Work (SOW) is governed by the terms and conditions of the Master Professional Services Agreement on file with the City.

The Atom Subscription Agreement, which details the rights and obligations of the parties in the use and support of the Atom Software is on file with the City.

P3.3 Agreement Signatures

IN WITNESS WHEREOF, this Statement of Work and Agreement has been executed by the Parties through their duly authorized officers as of the date set forth above.

AtomAI Solutions Inc.



Name: Matt Harman

Title: Sr. VP of Sales & Partnerships

Date: 7/20/2026

West Valley City, UT

Name: _____

Title: _____

Date: _____

AtomAI Solutions Inc.
ATOM SUBSCRIPTION AGREEMENT

This Atom Subscription Agreement, with the attachments (this "Agreement"), is between AtomAI Solutions Inc. ("AtomAI"), whose principal place of business is 4595 Leir Drive, La Canada, CA 91011, and West Valley City, Utah ("Customer"). This Agreement includes the following attachments which are hereby incorporated by reference:

Atom Privacy Policy (attached hereto as Attachment A)
Atom Services Terms (attached hereto as Attachment B); and
Atom Service Level Agreement (attached hereto as Attachment C).

THIS SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S USE OF THE SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

1. DEFINITIONS

Capitalized terms have the meanings provided in this Agreement or as defined as follows:

"Customer Data" means all data, including data points, search terms, text, sound, video, images or files that are provided to AtomAI by, or on behalf of, Customer or collected and processed by or on behalf of Customer using the Services.

"Documentation" means the online help and training materials for the Services made available to Customer by AtomAI, as updated from time to time.

"End User" means any person, permitted or authorized by Customer to use the Services or access Customer Data hosted through the Services and, in the case of any user-based Subscription, for whom subscriptions have been purchased and to whom user identifications and passwords have been supplied by Customer. End Users may include Customer's employees, contractors, vendors and agents, as well as third parties with whom Customer transacts business.

"Fees" means the fees for the Subscription to be paid by Customer, as set forth in the Order Form.

"Indemnified Liabilities" means any settlement amounts approved by the indemnifying party and damages and costs awarded against the indemnified party in a final judgment by a court of competent jurisdiction.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights and any other intellectual property rights (registered or unregistered).

"Order Form" means an order form signed by Customer and AtomAI that includes applicable limits on Customer's use of Services, the length of Customer's Subscription, and the applicable Fees, subject to the terms of this Agreement.

"Services" means the online, web-based platform and mobile applications known as Atom and other designated products as described in the Documentation and purchased by Customer via an Order Form, including any associated offline components but excluding Third-Party Products.

"Subscription" means the period for which Customer is authorized to use the Services, as set forth in the Order Form.

"Third-Party Products" means online, web-based applications, platforms and infrastructure and offline software products that may be configured to operate with the Services, but are provided by third parties.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or governmental tribunal.

2. USE OF SERVICES

2.1 Right to Use. Subject to Customer's compliance with the terms of this Agreement, AtomAI hereby grants Customer a non-sublicensable, non-transferable (except as provided in Section 12.3), non-exclusive, terminable right to access and use the Services as further described in this Agreement during the term of Customer's Subscription. AtomAI reserves all other rights.

2.2 Updates to the Services. AtomAI may modify, update or release enhancements to the Services at any time, and for any reason. AtomAI will notify Customer of any material modification, update or enhancement promptly after it is scheduled. If there is a large feature release that impacts end user experience, all end users will receive an email, at least one week prior to the release, describing the release, as well as providing a link to any Documentation supporting the release. AtomAI will provide all such modifications, updates or enhancements at no additional cost to Customer during the Subscription; provided that both parties agree that there may be a cost for additional modules or functionality that may be offered in the future as add-ons to the Services.

2.3 Conditions of Use.

(A) Customer may use the Services only in accordance with the terms of this Agreement, the Documentation, and applicable laws.

(B) AtomAI may make modifications to the Atom Services Terms from time to time to accommodate changes to the Services, legal requirements, changes to any Third-Party Products on which the Services depend, address material security risks or for any other commercially reasonable purpose.

(C) Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent permitted by applicable law despite these limitations. Customer may not distribute, rent, sublicense, sell, transfer, or otherwise make the Services, or any part thereof, available to, or use the Services for the benefit of, any

person other than Customer and its End Users, for whose errors or omissions Customer remains solely responsible.

(D) Customer will comply with all export control laws and all anti-bribery laws applicable in connection with its Subscription and use of the Services. Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and that it will not permit End Users to access or use the Services in violation of any U.S. export embargo, prohibition, or similar restriction.

(E) Customer will not: (1) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or (2) falsify or delete any attributions, legal notices or other labels regarding the origin or source of material obtained through the Services.

2.4 Responsibility for End Users; Customer Accounts.

(A) End Users. Customer is responsible for its End Users compliance with this Agreement.

(B) Customer Accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Services. Customer will use commercially reasonable efforts to prevent and, if necessary, terminate any unauthorized use of the Services and will promptly notify AtomAI of any possible misuse or any security incident related to the Services of which Customer becomes aware.

2.5 Customer Data

(A) Customer retains ownership of all Customer Data, as between AtomAI and Customer. By submitting Customer Data to AtomAI through use of the Services, Customer hereby grants AtomAI a perpetual, irrevocable, non-exclusive, worldwide, sublicensable, and royalty-free license to use the Customer Data solely for the following purposes: (i) providing and improving the Services; and (ii) providing technical support and/or implementation or configuration assistance at Customer's request. All improvements, modifications or derivative works of the Services shall be the sole property of AtomAI.

(B) Customer is solely responsible for the content, accuracy, quality, integrity, and legality of Customer Data, as well as the means by which Customer acquires Customer Data, and will secure and maintain all rights in Customer Data necessary for AtomAI to provide the Services without violating the rights of any third party. AtomAI does not and will not assume any obligations with respect to Customer Data or Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law.

(C) Customer acknowledges that the Services will access and process Customer Data to generate reports, work orders, summaries, analyses, documents and other results. If Customer chooses to save such output, it will be saved as Customer Data. Customer's ability to recreate or duplicate such output will cease upon expiration or termination of this Agreement. Customer understands and agrees that AtomAI has no control over (and makes no representations, warranties, or covenants regarding) the storage, accessibility, or protection of Customer Data by providers of Third-Party Products whose services may be required for the storage, accessibility, or protection of Customer Data.

(D) Customer may request AtomAI's assistance in exporting its Customer Data at any time, at AtomAI's then-current rates.

3. FEES AND PAYMENTS

3.1 Fees. Customer's use of the Services is subject to the payment of the Fees set forth in the Order Form. Except as otherwise specified in this Agreement and the Order Form, (A) Fees are based on the Services purchased and not actual usage, (B) payment obligations are non-cancelable and fees paid are non-refundable, and (C) any End User subscription quantities cannot be decreased during the relevant Subscription set forth on the Order Form. Fees for any End User subscriptions added during a Subscription will be prorated based on that portion of the Subscription remaining. Unless otherwise provided in the Order Form, Customer will pay for its Subscription on a full annual prepaid basis. Fees are due 30 days from the invoice date.

3.2 Taxes. Unless otherwise stated in the Order Form, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying any Taxes associated with its purchases. If AtomAI is legally obligated to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides AtomAI with a valid tax exemption certificate.

4. TERM, TERMINATION, AND SUSPENSION

4.1 Term. This Agreement commences on the Effective Date and will remain in effect until the expiration or termination of Customer's Subscription.

4.2 Termination. Either party may terminate this Agreement with written notice if the other party: (A) is in material breach of this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching party; or (B) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and such petition is not dismissed within 90 days.

4.3 Renewal. Upon expiration of Customer's Subscription, should Customer wish to renew its Subscription, Customer may be required to enter into a new agreement, a supplemental agreement or an amendment to this Agreement.

4.4 Suspension. AtomAI may suspend Customer's use of the Services if: (i) it is reasonably necessary to prevent unauthorized access to Customer Data; (ii) Customer fails to respond to a claim of alleged infringement of AtomAI's Intellectual Property Rights within a reasonable time; (iii) Customer does not comply with the Atom Services Terms or materially breaches Section 2.3(D) hereof; or (iv) Customer is more than 30 days delinquent in paying any undisputed Fees due under this Agreement (AtomAI to provide Customer at least 10 days' prior notice of any suspension related to an overdue account). Any suspension will be in effect only while the condition or need exists and AtomAI will provide notice to the named administrators of Customer's Subscription except where AtomAI reasonably believes the Services must be suspended immediately.

4.5 Termination of Services. AtomAI may terminate this Agreement immediately upon written notice if AtomAI reasonably determines that changes in applicable laws, or changes to Third-Party Products upon which the Services are dependent and for which there are no commercially reasonable substitutes, make it impracticable to continue providing the Services.

4.6 Effect of Expiration or Termination. If this Agreement is terminated for cause by Customer in accordance with Section 4.2, or is terminated by AtomAI in accordance with Section 4.5, AtomAI will refund to Customer any prepaid Fees on a prorated basis for any unused Subscription periods. If this Agreement is terminated for any other reason, any Fees outstanding will become immediately due and payable. When this Agreement expires or terminates, Customer will have 30 days following the date of such expiration or termination to request an export of Customer Data in accordance with Section 2.5(D) and all other rights under this Agreement terminate, except as set forth in Section 12.8.

5. SUPPORT

During the Subscription, AtomAI will provide Customer with front-line technical support for the Services directly to Customer's technology administrators including responding to questions, complaints and other support issues in accordance with AtomAI's then-current support policy.

6. PRIVACY AND DATA PROTECTION

6.1 End User Privacy. Customer will obtain and maintain all required consents from End Users in accordance with applicable data protection law to allow: (A) Customer to access, monitor, use or disclose any data submitted through the Services; and (B) AtomAI to provide the Services as contemplated herein, which may include the use, by AtomAI and providers of Third-Party Products, of an End User's location.

6.2 Additional Terms. Additional privacy and security terms are available in the Atom Services Terms. The Atom Services Terms apply only to Customer's use of the Services and not to any other services or products provided by AtomAI or third parties. Customer acknowledges and agrees that certain providers of Third-Party Products may also have access to Customer Data, and any use by such providers of Customer Data shall be governed by the privacy policies of such third parties.

6.3 Disclosure Required by Law. Customer hereby consents and authorizes AtomAI, as required by law, to access and disclose to law enforcement or other government authorities, data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). As and to the extent required by law, Customer must notify End Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as required by law, and Customer must obtain End Users' consent to the same.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership. Except as expressly set forth herein, this Agreement does not grant either party any rights to the other party's intellectual property. As between the parties and subject to the limited rights expressly granted herein, (A) Customer owns all rights, title and interest in and to its Customer Data, including all Intellectual Property Rights therein, and (B) AtomAI and its licensors own all rights, title and interest in and to the Services, including all Intellectual Property Rights therein.

7.2 Marks. Any use of a party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features (together, "Marks"), inures to the benefit of the party holding rights in those Marks.

7.3 Feedback. Customer hereby grants AtomAI a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer, including its End Users, relating to the Services.

8. CONFIDENTIALITY

8.1 Confidential Information. As used herein, "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other ("Receiving Party"), by any means, that is designated as confidential or that reasonably should by understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data. AtomAI Confidential Information includes the Services and the terms of this Agreement and all Order Forms. Confidential Information does not include any information that (A) is or becomes generally known to the public without breach of this Agreement by Receiving Party, (B) was known to Receiving Party prior to its disclosure by Disclosing Party, (C) is received from a third party without breach of any obligation owed to Disclosing Party, or (D) was independently developed by Receiving Party without access or reference to any Confidential Information of Disclosing Party.

8.2 Protection of Confidential Information. Except as otherwise permitted in writing by Disclosing Party, Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of a similar type (but in no event less than reasonable care) and Receiving Party will limit access to Disclosing Party's Confidential Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Receiving Party that are no less stringent than those set forth in this Agreement. Customer will not disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without AtomAI's prior written consent. Receiving Party will remain responsible for its employees, contractors, agents, affiliates, and professional advisors complying with this Section 8.2. Receiving Party will promptly notify the Disclosing Party of any unauthorized access to or disclosure of the Disclosing Party's Confidential Information.

8.3 Required Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if it is required by law to do so, provided that, to the extent permitted by law, Receiving Party provides Disclosing Party prior notice of such disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

9. DISCLAIMERS

9.1 Third-Party Products. Customer acknowledges that availability of the Services depends in part on the availability of Third-Party Products with which the Services are integrated, such as mapping applications and customer relationship management (CRM) software or enterprise resource planning (ERP) software. Customer also acknowledges that the Services have been built and run on platforms operated by third-parties. Customer acknowledges that AtomAI has no control over the availability of these Third-Party Products. Accordingly, AtomAI makes no representations, warranties or covenants regarding the availability of the Services to the extent that such availability is dependent on the availability of any Third-Party Products. Nothing in this Agreement creates any rights or obligations on AtomAI's part with respect to such Third-Party Products or third-party providers, nor will this Agreement be construed as creating any rights or obligations on the part of providers of Third-Party Products with respect to the Services.

General. EXCEPT AS SET FORTH IN THE SLA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AtomAI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITATION, AtomAI DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT SERVICES OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED AND AtomAI, ITS LICENSORS, AND EACH OF THEIR SUPPLIERS DISCLAIMS ANY REPRESENTATION OR WARRANTY OF CONTENT ACCURACY.

10. DEFENSE OF CLAIMS

10.1 Obligations.

(A) AtomAI will defend Customer, and indemnify Customer against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from an allegation that the Services infringe that third party's Intellectual Property Rights.

(B) Customer will defend AtomAI, and indemnify AtomAI against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from: (A) an allegation that any Customer conduct described in Section 10.2 infringes that third party's Intellectual Property Rights; (B) Customer's violation of law; or (C) Customer's failure to obtain necessary rights and consents to provide data (if any) to AtomAI.

10.2 Limitations. A party's indemnification obligations will not apply to the extent that the underlying allegation arises from: (A) the indemnified party's breach of this Agreement; (B) modifications to the Services by anyone other than AtomAI; (C) Customer's combination of the Services with materials or items not provided by or authorized by AtomAI; (D) Customer's use of the Services after AtomAI notifies Customer to stop due to a third-party claim; or (E) AtomAI's compliance with Customer's design or request for customized features.

10.3 Remedies. If the Services are the subject of a Third-Party Legal Proceeding or an Intellectual Property Rights allegation, or if AtomAI reasonably believes that it may become subject to such a proceeding or allegation, AtomAI will, at its expense: (A) secure the right for Customer to continue using the Service; and (B) replace or modify the Service to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the Service, and notify Customer to stop use of the prior version of the Service. If AtomAI cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, AtomAI will discontinue providing the Services and refund any advance Fees paid for unused Subscription rights.

10.4 General. A party seeking protection under this Article 10 must (i) notify the other promptly of any allegation(s) that could lead to a Third-Party Legal Proceeding and, (ii) reasonably cooperate with the indemnifying party to resolve the allegation(s). If a party's failure to provide such notice prejudices the defense of a Third-Party Legal Proceeding, the indemnifying party's obligations under this Article 10 will be reduced in proportion to such prejudice. The party seeking protection must (A) give the other party sole control over the defense and settlement of any Third-Party Legal Proceeding; and (B) provide reasonable cooperation in defending the Third-Party Legal Proceeding; provided that (i) any settlement requiring the indemnified party to admit liability or pay any money will require the indemnified party's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the indemnified party may join in the defense of a claim with its own counsel at its own expense.

Without affecting either party's termination rights, this Article 10 sets forth the parties' sole rights and obligations under this Agreement for claims related to Intellectual Property Rights and Third-Party Legal Proceedings.

11. LIMITATION OF LIABILITY

11.1 Limitations.

(A) The aggregate liability of either party for all claims under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Services during the 12 months prior to the date the applicable cause of action arose; provided that in no event will a party's aggregate liability exceed the amount paid for the Services during the Subscription.

(B) NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE OR ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER OR NOT THE LOSSES WERE FORESEEABLE OR CONTEMPLATED BY THE PARTIES.

11.2 Exceptions. The limits of liability in this Article 11 apply to the full extent of the law, but do not apply to either party's liability for: (A) its defense and indemnification obligations under Section 10.1; (B) violation of the other party's Intellectual Property Rights; (C) fraud or fraudulent misrepresentation; or (D) payment of Fees.

12. GENERAL PROVISIONS

12.1 Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the address set forth in the preamble in the case of AtomAI (with a copy by email, which shall not constitute notice, to legal@atom-ai.com), and to the address set forth in the Order Form in the case of Customer. AtomAI and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

12.2 Audit Rights. During the term of this Agreement and for a period of 12 months following termination or expiration, AtomAI will have the right, upon 10 business days' written notice, during Customer's normal business hours, to audit Customer's use of the Services to verify its compliance with the terms of this Agreement. Customer will maintain and make available records sufficient to permit AtomAI or its independent auditor to conduct such an audit. If any audit reveals any noncompliance, including but not limited to the underpayment of Fees, Customer will promptly cure the noncompliance, including paying AtomAI any shortfall. If any audit reveals a shortfall in Fees of 10% or more in any 12-month period, Customer will pay such shortfall at AtomAI's then-current list price and reimburse AtomAI the reasonable cost of its audit.

12.3 Assignment; Change of Control. AtomAI may transfer this Agreement to an affiliate or pursuant to a change of control (through a stock purchase or sale, merger, or other form of

corporate transaction) without Customer's prior written consent. Any other attempt to assign this Agreement without the other party's prior written consent is void.

12.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.5 Customer Attribution; Publicity. Customer agrees that AtomAI may use its name and logo on AtomAI's customer list. Neither party may make any other public statement regarding this Agreement or the parties' relationship hereunder without the other party's prior written approval.

12.6 No Agency. The parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the parties.

12.7 No Waiver; Cumulative Remedies. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.

12.8 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

12.9 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. AtomAI may (at its sole discretion) suspend the provision of the Services or modify the Services at any time to comply with applicable law. If any suspension under this Section 12.9 continues for more than 30 days, Customer may, at any time until use of the Services is reinstated, terminate this Agreement upon written notice to AtomAI.

12.10 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. Each party hereby waives any right to a jury trial in connection with any action or claim in any way arising out of or related to this Agreement.

12.11 Severability. If any provision (or portion of a provision) of this Agreement is found to be invalid, illegal or unenforceable, such provision will be modified and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the rest of this Agreement will remain in effect.

12.12 Entire Agreement; Precedence; Amendment. This Agreement and the associated Order Form(s) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements on that subject. In entering this Agreement, neither party has relied on (and neither party has any right or remedy based on), any statement, representation or warranty, except those expressly stated herein. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Any amendment must be in writing, signed by both parties, and expressly state that it amends this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the Effective Date.

AtomAI Solutions Inc.	**West Valley City, UT**
Name: Matt Harman	Name:
Title: Sr. VP of Sales & Partnerships	Title:
Date: 7/20/2026	Date:

Attachment A

ATOM PRIVACY POLICY

This Privacy Policy describes the privacy and data security principles followed by AtomAI Solutions Inc. with regard to the personal information of individuals, customers and licensees who visit and use our online, web-based platform and mobile applications known as Atom App (the “Services”).

This Privacy Policy will help you understand how we collect and use the personal information you share with us. By using or accessing the Atom website and applications, you are accepting the practices described in this Privacy Policy. In this privacy policy, we sometimes refer to “You”. “You” may be a visitor to the Atom website, a customer and user of one or more of our Services, or an employee of a customer.

This policy does not apply to third-party websites, products, or services even if they link to our Services, and You should consider the privacy practices of those third parties carefully.

To further clarify, by accessing the Atom website and using the Atom applications, You acknowledge and agree that certain providers of third-party products may also have access to the data You share or we access.

This Atom Privacy Policy applies to the collection, hosting, storage, security, processing, transfer, and use of, as well as the access to, personal information, customer data, and services data concerning You, and applies only to use of the Services and not to any other services or products provided by AtomAI or any third parties.

How We Collect and Use Information

We collect and use Your personal information to provide our Services to You and to operate and improve the Atom website and services. We will only use your personal information in ways outlined in this Privacy Policy. Depending on how You use the Atom website, applications, and Services, we may collect the following types of information and use it in this manner:

Accessing our website – Like most websites, our Atom website automatically collects and uses the data contained in log files. Information in log files may include Your computer’s IP (internet protocol) address, your ISP (internet service provider), the web browser You used to visit our site, the time You visited our site, which web pages You visited, and other anonymous site usage data. Every computer with internet capability is given a number that serves as that computer’s IP address. When You request a page from Atom’s website, our web servers automatically recognize Your IP address. The domain name and IP address reveal nothing personal about You other than the IP address from which You have accessed our site. We may use this information to examine traffic in aggregate, investigate misuse of AtomAI’s websites, detect fraud, or cooperate with law enforcement.

Information You provide – We offer access to some information and services without a charge, but to access the information we ask that You complete a registration form. In this instance, we may ask You to provide limited personal information (such as your name and email address). Furthermore, employees of our customers may provide information through Atom’s website and

applications in order to use the Services. Such information will include first and last name, work email address (which may include an image of the employee profile from Google Accounts if the employee signs-in using his or her Google-based email for work), and phone number. In the future, the Atom website and related applications may collect an employee's geolocation using such employee's mobile device in order to provide traffic conditions and routes, weather alerts, disaster alerts, and on-site updates when actual work is being conducted. Our geolocation will allow the user to opt-in and opt-out of any alerts or other notifications by modifying applicable settings.

How we and others may communicate with You using the information You provide – We communicate through email, and notices posted on the Atom website. Examples of these email notices include: (1) welcome and engagement messages – when You register for our Services, we may send you a series of emails to inform You about how to best use our Services, as well as to inform you of new features; (2) service messages – these will cover service availability, security, and other issues about the functioning of Atom; and (3) promotional email messages, which may contain promotional information directly about us or about our business partners. Finally, we may provide Your contact information to our partners for marketing purposes; please see below if You would like to opt-out of such communications.

You may change your email and contact preferences, or any other personal information, at any time by notifying us as explained in more detail at the end of this policy under the "Your Privacy Rights" section of this Policy. If we use Your information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Push Notifications - We may send You push notifications from time-to-time in order to update You about any updates, events or promotions that we may be running. If you do not wish to receive these types of communications, you may turn them off at the device level. To ensure You receive proper notifications, we will need to collect certain information about Your device such as operating system and user identification information.

Cookies – When You visit Atom's website or it related applications we may send one or more "cookies" to your computer or mobile device. Third-party websites You may access through our sites may also send cookies to Your computer. A cookie is a small piece of data that is sent to Your browser from a web server and stored on Your computer's hard drive. We use cookies to improve the quality of our services, for instance, storing Your user preferences or log-in information, as well as for marketing purposes. You can choose whether to accept cookies by changing your browser settings. You can reset your browser to refuse all cookies, or allow Your browser to show you when a cookie is being sent. If you choose not to accept cookies, Your experience at our site and other websites may be diminished and some features may not work as intended. Our systems do not recognize browser "Do Not Track" signals. We provide You with tools to opt out of marketing from us or certain transfers of Your information. You can learn about this in the "Your Privacy Rights" section of this Privacy Policy.

Links – We may present links in a format that enables us to keep track of whether these links have been followed. We use this information to determine which sites are being accessed and how often, and to improve our services.

Other Sites – This Privacy Policy applies to the Atom website, applications, and Services only. Although we may provide links to internet sites or resources administered by third parties, we do not exercise control over third party sites that include other products or services. These other

sites may place their own cookies or other files on Your computer, collect data or solicit personal information from You. We cannot protect the privacy of the information You share with any such third party and we suggest that You review their applicable privacy policies.

Other Requested Information
We may request Your name, e-mail address or mailing address for the purposes of conducting a survey or providing additional services (for example, subscriptions to e-mail newsletters, promotional announcements, or information about seminars). When making such a request, we will indicate the purpose of the inquiry. If we use this information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Potential Disclosure of Your Information
We will disclose personal information and an IP address when we have Your consent or have the good-faith belief that such action is reasonably necessary to:

1. satisfy any applicable law, regulation, legal process or enforceable governmental request;
2. protect and defend the rights of our websites and related properties, or visitors to our websites and related properties;
3. enforce applicable terms of our Terms of Use, including investigation of potential violations thereof;
4. identify persons who may be committing a fraud or otherwise violating the law; or
5. cooperate with investigations of purported unlawful activities.

Security of Your Information
We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Other than as set forth in the last sentence in this paragraph, we restrict access to personal information to our employees, contractors, agents and authorized third parties who need to know the information in order to operate, develop or improve the Services. These individuals are bound by confidentiality obligations. As noted above in the section entitled **"How we and others may communicate with You using the information You provide"**, we may provide Your contact information to our partners for marketing purposes.

Data Integrity
We process personal information only for the purposes for which it is collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and process the personal information needed to provide or improve the Services or as otherwise permitted under this Privacy Policy.

Customer Data and Services Data

Customer Data is information that we may collect from Your use of the Atom website and related applications, and Your interactions with us off-line. We deal with Customer Data according to the terms of this Privacy Policy.

Services Data is data that resides on the Google Cloud Platform or on our customers' or third-party systems to which we are provided access to perform the Services (including development, Q&A, UAT and production environments that may be accessed to perform

consulting and support services). We treat Services Data in accordance with the terms of this Privacy Policy.

Below are the conditions under which AtomAI may access, collect and/or use Services Data:

To Provide Services – Services Data may be accessed and used to fulfill the requirements specified in a Services contract or purchase order for support, consulting, or other services.

To Maintain and Upgrade a System – Technical staff may require periodic access to Services Data to monitor system performance, test systems and develop and implement upgrades to systems, if applicable.

To Address Performance and Fix Issues – On occasion, we may have a need to deploy new versions, patches, updates, and other fixes to our programs (or third party programs we support) and services. In accordance with the terms of Your subscription order and/or with notice to You, we may access and/or use a copy of Your development, Q&A, UAT and production environment, including Services Data, to test such new versions, patches, updates and fixes and validate that they work in Your environment(s).

Other Uses – We may transfer and access Services Data globally as required for the purposes specified above. If we hire subcontractors to assist in providing services, their access to Services Data will be consistent with the terms of this Privacy Policy, except where the confidentiality provisions within a specific service contract define different requirements.

We do not use Services Data except as stated above or in Your order. We may process Services Data, but we do not control Your information collection or use practices for Services Data. If You provide any Services Data to us, You are responsible for providing any notices and obtaining any consents necessary for us to access and use Services Data as specified in this policy and Your order.

Your Privacy Rights: Opting Out Of Marketing And Transfers; Accessing, Updating And Deleting Information – We want to communicate with You only if you want to hear from us. If you wish to opt out of receiving our marketing efforts or our sharing information with third parties for their marketing efforts, You may do so, at any time by clicking “unsubscribe” in any email you receive from us and following the instructions on the screen or by responding to an email and including “Remove” in the subject line. Please be aware that You cannot opt out of receiving our service messages.

You may also opt out of receiving our marketing efforts or our sharing information with third parties by contacting us at: legal@atom-ai.com or mail your questions to:

AtomAI Solutions Inc.
4595 Leir Drive
La Canada, CA 91011

Please note that, from time to time, personal information collected from You may be processed and stored by us or our partners in jurisdictions in which disclosure may be compelled by governments, law enforcement agencies and regulatory bodies of those jurisdictions as required or permitted by the laws and courts of those jurisdictions. Depending on the laws of the applicable jurisdiction, we may not be allowed to provide notice to You of such required

disclosure. We may also share Your personal information and other information with entities controlling, controlled by, or under common control with us. If some or all of our business assets are sold or transferred, we would transfer Your information to the buyer or transferee and for due diligence purposes to its professional advisors under an obligation of confidentiality.

Changes to this Policy
Our Privacy Policy may change from time to time. If we do make changes, we will post any policy changes on this page so that You are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Each version of this Privacy Policy will be identified at the top of the page by its effective date. Please send any questions about our Privacy Policy to the contact email and address above.

Attachment B

ATOM SERVICES TERMS

Thank you for using our online, web-based platform and mobile applications known as Atom (the “Services”). The Services are provided by AtomAI Solutions Inc. (referred to as “we” or “our” or “AtomAI” in this Attachment)

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as described in these terms, your subscription agreement, order form, or as permitted by applicable law. We may suspend or stop providing the Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using the Services does not give you ownership of any intellectual property rights in the Services or the content that you access. You may not use content from the Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in the Services. Do not remove, obscure or alter any legal notices displayed in or along with the Services.

The Services display some content that is not ours. This content is the sole responsibility of the entity that makes it available.

In connection with your use of the Services, we may send you service announcements, administrative messages and other information. You may opt out of some of those communications, but not all of them.

Some of the Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

In addition, you agree that you will not, and will not allow third parties to use our Services to:

- participate in, or promote any activity considered illegal;
- launch any unlawful, invasive, infringing, defamatory or fraudulent software or enterprise;
- intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- interfere with anyone’s use of our Services, or interfere with the software and equipment used to provide our Services;
- disable, interfere with or circumvent any aspect of our Services;
- take any action to allow users to infringe or misappropriate the intellectual property rights of others;
- generate, distribute, or facilitate unsolicited mass email or advertising; or
- use the Services, or any interfaces included in the Services, to access any other company’s product or service in a manner that violates the terms of service of such other product or service.

Privacy

Please review the Atom Privacy Policy to understand how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that we can use such data in accordance with our Privacy Policy.

About Software in our Services

When the Service requires or includes downloadable software, this software may be updated automatically on your device once a new version or feature is available.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license for the term of your subscription to use the software provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by these terms, the subscription agreement, and your order form. You may not copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about the Services.

Other than as expressly set out in these terms and our additional terms, neither AtomAI nor its partners, suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services “as is”.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we disclaim all warranties.

Other Applicable Terms

If you are using the Services with Google Maps API, you are bound by the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html, including the Google Privacy Policy at https://policies.google.com/privacy?hl=en&gl=us (or such other URLs as Google, Inc. may make available from time to time).

About these Terms

We may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to the Services. You should look at the terms regularly. We’ll post notice of modifications to the Service and these terms on this page. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are posted. However, changes addressing new functions for the Services or changes made for legal reasons will be effective immediately.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

For information about how to contact us, please see the Atom Privacy Policy.

Attachment C

ATOM SERVICE LEVEL AGREEMENT (SLA)

During the Term of the applicable Atom License Agreement (the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9% (the “Service Level Objective" or "SLO"). If AtomAI does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by AtomAI to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. AtomAI provides the following availability service level agreement (“SLA”) for the Atom product (“Cloud Service”) as specified in an “Agreement”. This SLA is not a warranty. This SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket through the AtomAI Client Support Portal within the AtomAI technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available.

a. Client must reasonably assist AtomAI with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available (“Downtime”).

i. Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to: a scheduled or announced maintenance outage; causes beyond AtomAI’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; a Client-caused security incident; Client security testing; or other Client initiated actions, such as performing version updates which cause loss of connectivity or inability for a user to authenticate to access the Cloud Service.

ii. Intermittent Downtime for a period of less than five minutes will not be counted towards the Downtime used in calculating compensation for any SLA claim.

b. AtomAI will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 17.5 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

2. Service Levels

Availability during a contracted month	Compensation (% of monthly subscription fee for contracted month that is the subject of a claim)
Less than 99.8%	3.5%
Less than 98.8%	7.5%
Less than 95.0%	17.5%

Example: *432 minutes total Downtime during contracted month*

43,200 total minutes in a 30 day contracted month - Minus 432 minutes of Downtime = 42,786 Minutes 43,200 Total Minutes	= 99.0% Availability for a 3.5% credit for availability during the contracted month

3. SLA Exclusions

This SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of AtomAI's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

AtomAI Solutions Inc.
MASTER PROFESSIONAL SERVICES AGREEMENT

This **MASTER PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into as of the date of last signature below (the "Effective Date"), by and between AtomAI Solutions Inc., a corporation organized under the laws of the state of California, with offices at 254 Chapman Rd, Suite 208 #16317, Newark, Delaware 19702 ("AtomAI"), and West Valley City, a city organized under the laws of the State of Utah ("Customer"). AtomAI and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. BACKGROUND, OBJECTIVES, CONSTRUCTION AND INTERPRETATION

1.1 Background and Objectives. This Agreement will serve as a framework under which AtomAI will provide certain information technology services (the "Services"), as described in a statement of work executed by an authorized signatory of both Parties (each, a "Statement of Work"), incorporated herein, and as further requested by Customer from time to time during the term of this Agreement and agreed upon in a Statement of Work.

1.2 Definitions.

(A) Capitalized terms used in this Agreement have the meanings assigned to them in the applicable Section. Terms, acronyms and phrases that are used in the information technology industry or other pertinent business context should be interpreted in accordance with their generally understood meaning in such industries or business context.

(B) The word "include" and its derivatives (such as "including" and "includes") mean "include without limitation."

1.3 References and Interpretation.

(A) Headings, captions and titles used in this Agreement are included for convenience only and in no way define the scope or content of this Agreement or are to be used in the construction or interpretation of this Agreement. Any reference to a particular article or article number or exhibit is a reference to that specified article, article or exhibit of this Agreement, except to the extent that the cross-reference expressly refers to another document.

(B) If there is a conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of this Agreement will prevail except to the extent that the Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work. Notwithstanding the preceding sentence, no Statement of Work will be effective to: (1) expand, eliminate or restrict the scope of any indemnity obligation set forth in Article 11; (2) change any limitation of liability set forth in Article 12; (3) settle or resolve any dispute between the Parties; or (4) eliminate or restrict AtomAI's rights set forth in Section 5.4.

2. SCOPE OF SERVICES

2.1 Provision of Services. AtomAI will perform the Services identified in each Statement of Work entered into and executed by each of the Parties under the terms of this Agreement. Absent a Statement of Work, this Agreement does not, in and of itself, represent a commitment by either Party to provide any minimum amount of charges or Services.

2.2 Statements of Work. From time to time during the term of this Agreement, Customer may ask AtomAI to perform services that are not described in a Statement of Work. Following any such request, AtomAI will prepare and deliver a new statement of work. Each Statement of Work will, at a minimum, contain:

(A) a description of the work AtomAI is expected to perform in connection with such project, including a description of any Deliverables;

(B) a prospective schedule for commencing and completing such work; and

(C) AtomAI's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute the Statement of Work. Each Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such Statement of Work (subject to Section 1.3(B)), each Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3 Modification of a Statement of Work. Either Party may request modifications to a Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable Statement of Work. Neither Party will be bound by the terms of any Change Order until it is executed by both Parties.

2.4 Cooperation. Customer understands AtomAI's performance is dependent on Customer's timely and effective cooperation, and that the quality of the Services is dependent on Customer providing timely and accurate information to AtomAI and access to the required Customer resources in accordance with the objectives of the applicable Statement of Work. Accordingly, any delay or nonperformance by AtomAI will be excused if and to the extent that such delay or nonperformance results from Customer's failure to perform its responsibilities so long as AtomAI uses commercially reasonable efforts to perform notwithstanding Customer's failure (it being agreed that AtomAI will have no obligation to incur additional expenses in connection with such efforts unless Customer agrees in writing to reimburse AtomAI for such expenditures).

3. TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1 Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) three (3) years after the Effective Date, and (B) the expiration or earlier termination of the last remaining Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement. The Parties may agree to extend the term by written agreement.

3.2 Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within thirty (30) days after notice of breach (ten (10) days in the case of breach due to non-payment) from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within thirty (30) days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable Statement of Work, as of a date specified in the notice of termination.

3.3 Right to Suspend Services. Without limiting any of its rights under this Agreement, if undisputed invoices under this Agreement are at any time delinquent for thirty (30) days or more, AtomAI may partially or totally suspend its performance of Services under this Agreement and any Statement of Work in accordance with Section 3.2, without liability to Customer until such time as Customer brings its account current and provides assurances, reasonably acceptable to AtomAI, that Customer can and will meet its future payment obligations under this Agreement.

3.4 Termination for Convenience. Customer may terminate this Agreement or any Statement of Work for convenience and without cause at any time by giving AtomAI at least ten (10) business days' prior written notice designating the termination date.

3.5 Consequences of Termination. If this Agreement or any Statement of Work is terminated in accordance with the terms of this Article, Customer will pay AtomAI for all Services performed before the termination date in accordance with the terms of this Agreement or the applicable Statement of Work, including the cost of any third-party licenses procured for Customer that cannot be canceled. Termination of a Statement of Work will not affect any other Statements of Work then in effect. Termination of this Agreement will result in immediate termination of all Statements of Work then in effect.

4. AtomAI PERSONNEL

4.1 Oversight and Responsibility.

(A) AtomAI will assign an adequate number of AtomAI personnel to perform the Services. AtomAI personnel will be properly trained and fully qualified for the Services they are to perform.

(B) AtomAI may utilize subcontractors and AtomAI affiliates to perform the Services, and elements of the Services may be performed from locations outside the United States.

(C) AtomAI will be responsible for the appropriate oversight and supervision of all AtomAI employees and any subcontractors who perform Services hereunder, each considered "AtomAI personnel" for purposes of this Agreement. AtomAI will remain responsible for any Services performed by subcontractors to the same extent as if AtomAI performed such Services itself.

5. PROPRIETARY RIGHTS

5.1 Customer IP. As between Customer and AtomAI, all right, title and interest in and to Customer IP (as defined below) will remain the exclusive property of Customer. To the extent necessary to provide the Services, Customer hereby grants AtomAI, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use Customer IP; provided that the rights granted to AtomAI hereunder will automatically expire effective upon the date that AtomAI ceases, for any reason, to provide the applicable Services. For purposes of this Agreement, "Customer IP" means (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to Customer or licensed to Customer from third parties (other than AtomAI), that are provided to AtomAI by Customer in order for AtomAI to provide the Services and fulfill its obligations under this Agreement.

5.2 AtomAI IP.

(A) As between AtomAI and Customer, all right, title and interest in and to AtomAI IP (as defined below) will remain the exclusive property of AtomAI. Except to the extent that the Parties enter into separate license agreements with respect to any software or other products provided by AtomAI (in which case such products will be governed by the terms of those license agreements), AtomAI hereby grants to Customer a perpetual, non-exclusive, worldwide, fully paid-up and royalty-free license to access and use (and to allow third parties to access and use solely for the benefit of Customer) the AtomAI IP, for no additional consideration to the extent necessary to receive or use the Services or any deliverable. Notwithstanding the foregoing, if a Statement of Work: (i) provides for Services and Deliverables to be provided to Customer on a trial or pilot basis, Customer's license to access and use any AtomAI IP necessary to receive or use the Services or Deliverables provided as part of such trial or pilot will not be perpetual, but will be limited to the period of such trial or pilot, or (ii) includes the purchase of a license to use a AtomAI

proprietary product for a specific period of time, Customer's license to use such product will not be perpetual, but will be limited to the period set forth in the applicable Statement of Work.

(B) Nothing in this Section will be construed to grant Customer any right to separate AtomAI IP from the deliverable into which it is incorporated and Customer will not (and will not knowingly allow any third party to) adapt, modify, translate, reverse engineer, decompile, disassemble or attempt to decode or disassemble, as broadly defined, any source code or underlying algorithms of any AtomAI IP or part thereof. Customer will not sell, rent, lease, sublease, license, lend, market or commercially exploit such AtomAI IP or use AtomAI IP for the benefit of any party not contemplated by the applicable Statement of Work, or assign or transfer any rights with respect to AtomAI IP granted under this Agreement (except as contemplated in Section 15.2).

(C) For purposes of this Agreement, "AtomAI IP" means, without limitation, and in addition to any and all non-enumerated intellectual property of any nature owned by AtomAI and/or to which AtomAI has a right of ownership or other assignable right of interest, any (i) software, code, programs and tools, (ii) processes, procedures and methodologies, (iii) formulas, designs, templates and formats, and (iv) documents and other written materials, whether proprietary to AtomAI or licensed to AtomAI from third parties (other than Customer or its affiliates) that are used to provide the Services, together, in each case, with any modifications or enhancements thereto and derivative works based thereon. Customer acknowledges and agrees that with respect to any AtomAI IP licensed to AtomAI from third parties, any rights granted to Customer hereunder or under any Statement of Work, will be subject to all restrictions set forth in the applicable third-party agreements.

5.3 Developed Property and Works for Hire. Subject to Section 5.2, AtomAI acknowledges and agrees that Customer will have all right, title and interest in and to all Developed Property (as defined below) developed while providing the Services. All Developed Property developed under this Agreement in accordance with the terms of a Statement of Work will be deemed to be "works for hire." To the extent any Developed Property is not deemed "works for hire" by operation of law, AtomAI hereby irrevocably assigns, transfers and conveys to Customer, without further consideration, all of its right, title and interest in and to such Developed Property (including all patent, copyright, trademark, trade secret and other intellectual property and proprietary rights). AtomAI will execute any documents or take any other actions as may be reasonably necessary, or as Customer may reasonably request, to perfect the ownership rights defined in this Section. For purposes of this Agreement, "Deliverables" means the results of AtomAI's performance of Services in the applicable Statement of Work and paid for by Customer. "Developed Property" means any Deliverables that also include intellectual property generated or developed specifically for Customer by AtomAI under a Statement of Work and paid for by Customer. To qualify as Developed Property under this Agreement, the applicable Deliverables must be explicitly and specifically called out to include the intellectual property in a Statement of Work and such Statement of Work must include a written acknowledgement by AtomAI that the Parties intend to transfer the rights to such intellectual property to Customer upon payment by Customer.

5.4 Residual Knowledge. Nothing in this Agreement will restrict a Party from using Services-related ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques that are general in nature and retained in the unaided mental impressions of the Party's personnel, which either Party, individually or jointly, develops or discloses under this Agreement; provided that, in doing so, each Party does not breach its obligations under Article 7 or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. The Parties acknowledge AtomAI has the right to: (A) provide consulting or other services of any kind or nature to any person or entity as AtomAI, in its sole discretion, deems appropriate, and (B) use any works of authorship or other intellectual property included in the Deliverables (other than Developed Property and Customer IP, if any) to develop for itself, or for others, materials or processes similar to those contemplated or produced under this Agreement.

6. CHARGES AND INVOICES

6.1 General. Subject to the provisions of this Agreement, Customer will pay AtomAI the fees set forth in each Statement of Work (including any Change Orders thereto).

6.2 Reimbursement of Expenses. Customer agrees to reimburse AtomAI for costs and expenses incurred in connection with AtomAI's performance of the Services, including any copy and delivery charges, material fees and reasonable travel expenses (including air travel, ground transportation, lodging, meals and incidentals); provided Customer has pre-approved such expenses in writing (which approval may be evidenced in a Statement of Work). AtomAI will provide Customer with receipts or other documentation substantiating all such reimbursable costs and expenses.

6.3 Invoices and Payment. AtomAI will invoice Customer for all amounts due under a Statement of Work: (A) in accordance with the schedule set forth in such Statement of Work, in the case of fixed fee engagements, and (B) monthly in arrears, in the case of Services provided on a time and materials basis. For Services performed on a time and materials basis, the invoice will include substantiating documentation, including the hourly rate of AtomAI Personnel performing Services and documentation indicating the hours worked and work performed. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer within thirty (30) days of receipt.

6.4 Taxes. All amounts payable under this Agreement and any Statement of Work are exclusive of taxes, unless otherwise stated in such Statement of Work. Accordingly, AtomAI will add an amount equal to all applicable taxes and duties, however designated, that relate to or arise out of AtomAI's provision of the Services (other than taxes based upon AtomAI's net income), which amounts will be separately itemized on all invoices provided to Customer, unless Customer provides AtomAI with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to AtomAI, Customer must provide AtomAI with an official tax receipt or other appropriate documentation to support such payments. If Customer does not pay any taxes invoiced by AtomAI for which Customer is responsible, AtomAI may make such payments on Customer's behalf and Customer agrees to promptly reimburse AtomAI for such payments.

6.5 Disputed Fees and Late Payments.

(A) Customer agrees to notify AtomAI no later than ten (10) days before the payment due date of an invoice from AtomAI, if Customer disputes any amount or item in such invoice in good faith. Notwithstanding any dispute, Customer will pay the undisputed portion of an invoice when due. If Customer withholds any amount associated with disputed amounts pursuant to this Section, Customer will provide AtomAI with a written description of the basis for such withholding. Upon resolution of a dispute involving any withheld amounts, Customer will immediately pay AtomAI such portion, if any, of the disputed amount agreed or determined to be owed AtomAI.

(B) Payments against such delinquent amounts owed by Customer will be applied first to the principal unpaid balance. If Customer is delinquent in paying its invoices, AtomAI may suspend further work on behalf of Customer in accordance with Section 3.3. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by AtomAI in collecting delinquent amounts, except where such delinquent amounts are due to invoicing errors by AtomAI.

7. CONFIDENTIALITY

7.1 Disclosure of Confidential Information. The Parties agree that during AtomAI's performance of the Services, each Party may access, receive or exchange information that is confidential in nature. For purposes of this Agreement "Confidential Information" will include all information, in any form, furnished or made available, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Recipient") that is marked confidential, restricted, or is otherwise designated as confidential. Confidential Information will also include information that, by virtue of the nature of the information or the circumstances surrounding disclosure, a reasonable party would understand to be proprietary to Disclosing Party or confidential,

including without limitation: (A) any personally identifiable information or financial information of any individual; (B) information concerning the operations, affairs or business of a Party, a Party's financial affairs, or a Party's relations with its vendors, customers or employees; (C) in the case of Customer, Customer IP; and (D) in the case of AtomAI, AtomAI IP.

7.2 Exclusions. Confidential Information does not include, and this Article does not apply to, information that (A) is or subsequently becomes published or available to the public through no fault of Recipient, (B) is received by Recipient from a third party without a duty of confidentiality; (C) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information, or (D) was in Recipient's possession or was known to Recipient before it was disclosed to Recipient by Disclosing Party.

7.3 Restrictions on Disclosure and Use. The Parties agree:

(A) Neither Party will make any use of the other Party's Confidential Information or any copies thereof, for any purpose other than those contemplated by this Agreement.

(B) Neither Party will reveal, disclose or provide access to the other Party's Confidential Information to any third party without the prior written consent of such Party, provided that both Parties may share Confidential Information with their responsible employees, contractors, or agents who have a need to know such Confidential Information to perform their duties. Customer understands that all materials provided to Customer by AtomAI are provided solely for Customer's internal use. Notwithstanding anything to the contrary in this paragraph, AtomAI may disclose Confidential Information to properly authorized entities as and to the extent necessary for performance of the Services, so long as in each such case, the receiving entity first agrees to the obligations described in this Article.

(C) Recipient will take security precautions at least as great as the precautions Recipient takes to protect its own confidential information, and at any rate will take commercially reasonable security precautions to ensure that no one, other than a person authorized pursuant to this Section, gains access to Disclosing Party's Confidential Information without Disclosing Party's prior written consent. If Recipient becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information, Recipient will promptly notify Disclosing Party of such unauthorized use or disclosure and will assist Disclosing Party in remedying such unauthorized use or disclosure.

(D) Recipient is permitted to disclose Confidential Information as required by law, regulation or subpoena, provided that Recipient will, to the extent permitted by law: (i) give Disclosing Party prompt notice of any such requirement, which notice must be sufficient to permit Disclosing Party to seek relief to prevent such disclosure, (ii) cooperate with Disclosing Party to secure confidential treatment of the Confidential Information, and (iii) disclose only that portion of Disclosing Party's Confidential Information that is legally required.

(E) Confidential Information is and will remain the exclusive property of Disclosing Party. Each Party agrees that it will have no proprietary interest in the other Party's Confidential Information and that nothing contained in this Agreement will be construed to grant either Party any rights, by license or otherwise, to any of the other Party's Confidential Information disclosed pursuant to this Agreement.

(F) The obligations set forth in this Section will apply to Confidential Information provided, furnished or otherwise disclosed by Disclosing Party to Recipient, whether before or after the Effective Date.

7.4 Controlling Provisions. For purposes of this Agreement, and each Statement of Work, the provisions of this Article will have precedence over and supersede any confidentiality or non-disclosure agreement executed by the Parties before the Effective Date.

8. DATA PROTECTION

8.1 Data Protection Legislation. In performing the Services, AtomAI will comply with, and will ensure that all AtomAI personnel comply with, the data protection and privacy legislation, guidelines and industry standards applicable to the Services including, if applicable to the data involved, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC ("GDPR") (such applicable legislation, guidelines and industry standards, "Data Protection Laws"). AtomAI will not, by any act or omission on AtomAI's part, place Customer in breach of any applicable Data Protection Laws. For purposes of this Article, the terms "processing" and "personal data" will have the meanings given in the GDPR. To the extent that the GDPR applies to any personal data processed by AtomAI, in that the personal data applies to data subjects who are in the European Economic Area ("EEA") and the processing activities relate to activities identified in Article 3 of the GDPR, the Parties agree that Customer is the "controller" of such data and AtomAI is acting as a "processor" of such data, as such terms are defined in the GDPR.

8.2 Processing of Personal Data. If the Services involve the processing by AtomAI of personal data on behalf of Customer, AtomAI will:

(A) process personal data provided by or on behalf of Customer only as needed to perform its obligations under this Agreement and the applicable Statements of Work and to provide the Services, and will comply with, and only act on, instructions from or on behalf of Customer regarding the processing of that personal data;

(B) impose a duty of strict confidentiality on any AtomAI personnel authorized to access or process personal data;

(C) implement appropriate technical and organizational safeguards to ensure a level of security appropriate to the risk to personal data and protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access; and

(D) at Customer's discretion, evidenced by Customer's written request, delete or return all such personal data to Customer upon termination or expiration of this Agreement, or following the conclusion of the Services related to processing such personal data, and delete any existing copies, unless otherwise required by applicable law.

8.3 Processing by Subcontractors. AtomAI will ensure that any subcontractor engaged by AtomAI that may access or process personal data provided by or on behalf of Customer only uses such personal data in accordance with the terms of this Agreement and has entered into an agreement with AtomAI that contains provisions at least as protective of Customer's personal data as those set forth in this Section. AtomAI will remain fully liable to Customer for the performance of its subcontractors' obligations.

8.4 Breach. AtomAI will promptly inform Customer of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss or destruction of, or damage to, personal data impacting Customer, any such notice to be provided within 72 hours after AtomAI becomes aware of such event, which notice will describe the nature of the breach and the measures taken or proposed to be taken to address such breach.

8.5 Additional Provisions under the GDPR. In the case of personal data for which Customer is the data controller and the provisions of the GDPR apply to AtomAI's processing of such data (if, for example, the processing by AtomAI (i) is carried out in the context of the activities of an establishment of Customer in the EEA or (ii) the personal data relates to data subjects who are in the EEA and the processing relates

to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), AtomAI will:

(A) process personal data in relation to which Customer is the data controller only in accordance with specific documented instructions from or on behalf of Customer, including as set forth in this Agreement and any Statements of Work, unless otherwise required by applicable European Union or European Member State law (in which case, AtomAI will inform Customer of such legal requirement, unless that law prohibits such disclosure on important grounds of public interest);

(B) obtain prior consent to engage any third party (including subcontractors) to process such personal data on behalf of Customer, ensure that such third-party subcontractor is subject to the provisions set forth in Section 8.3, and inform Customer of any intended changes concerning the addition or replacement of such third parties, giving Customer the opportunity to object to such changes;

(C) taking into account the nature of the processing, assist Customer, through appropriate technical and organizational measures (insofar as possible), in meeting its obligations under applicable law to respond to requests for exercising the data subject's rights;

(D) assist Customer in ensuring compliance with any applicable obligations under the GDPR related to security, breach notification, data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to AtomAI;

(E) provide relevant information and assistance, as reasonably requested in writing by Customer, to demonstrate AtomAI's compliance with its obligations imposed by this Agreement with respect to such personal data, and allow for and cooperate with privacy and security audits, including inspections, conducted by Customer or another auditor designated by Customer (any such audits to be conducted during AtomAI's normal business hours at upon no less than thirty (30) days' prior written notice); and

(F) not transfer personal information from a country located in EEA to a country outside the EEA unless Customer has consented to such transfer and such transfer is pursuant to an appropriate data transfer mechanism or agreement that complies with applicable law.

8.6 Processing by Third Parties. For purposes of clarification, the provisions of this Article only apply to any processing of personal data by AtomAI on behalf of Customer. Customer hereby agrees and acknowledges that AtomAI is not responsible or liable for any processing of personal data that may be done by third parties in connection with any third-party software, applications or other products, even if the Services contemplate Customer's use of such third-party software, applications or other products.

8.7 In case of a conflict between this Section 8 and any data protection agreement or addendum ("DPA") executed between the Parties in relation to Services provided under this Agreement, the provisions of the DPA shall prevail.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Authorization. Each Party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party.

9.2 Performance of Services. AtomAI represents, warrants and covenants to Customer that the Services will be performed by qualified personnel with promptness and diligence in a workmanlike manner, consistent with applicable industry standards.

9.3 Viruses and Disabling Code. AtomAI will use commercially reasonable efforts to prevent the coding or introduction of viruses, disabling code or similar items into Customer systems by AtomAI or its agents; and AtomAI will, in the event a virus, disabling code or similar item is found to have been introduced into any software Deliverables or Customer systems by AtomAI or its agents, at no additional charge, assist Customer in reducing the effects of the virus, disabling code or similar item.

9.4 Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, AtomAI MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD-PARTY PRODUCTS OR SERVICES.

9.5 Limited Warranty. If any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from delivery of the applicable Service or deliverable.

10. INSURANCE

During the term of this Agreement, AtomAI will keep in force the following insurance coverage with insurers having an A.M. Best rating of A-, VIII or better:

- Workers Compensation as required by statute and Employers' Liability with $1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee.
- Commercial General Liability with $1,000,000 per occurrence and $2,000,000 aggregate.
- Professional Liability/Errors & Omissions with $5,000,000 per occurrence and $5,000,000 aggregate, including information security coverage with $1,000,000 per occurrence/aggregate.
- Employment Practices Liability with $1,000,000 per occurrence/aggregate.
- Excess Liability or Umbrella Liability with $6,000,000 per occurrence and $6,000,000 aggregate.

11. INDEMNIFICATION

11.1 By AtomAI. AtomAI agrees to indemnify, defend, and hold Customer harmless from and against all losses, liabilities, damages, and related costs (including settlement costs and reasonable attorneys' fees) (collectively, "Losses") arising out of a third-party claim that any AtomAI IP, Deliverables or Developed Property infringe or misappropriate any patent, copyright, trade secret or trademark of a third party. Notwithstanding the foregoing, in no event will AtomAI have any obligations or liability under this Section arising from: (A) use of any deliverable in a modified form or in combination with materials not furnished or approved in writing by AtomAI, (B) use by Customer or its agents of any Deliverable in a manner not reasonably consistent with the applicable specifications, requirements or instructions by AtomAI for such item, (C) AtomAI's compliance with Customer's design or request for customized features; or (D) any content, information or data provided by Customer or other third parties.

11.2 By Customer. Customer will indemnify, defend and hold AtomAI harmless from and against all Losses arising out of (A) a third-party claim that Customer IP or other materials provided to AtomAI by Customer infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; (B) any deficiency (including penalties and interest) relating to taxes that are the responsibility of Customer; or (C) a third-party claim arising out of or relating to AtomAI's use of any Customer content, provided such use complies with the terms of this Agreement.

11.3 Infringement. If any Deliverable becomes, or in AtomAI's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, AtomAI will, at its expense: (A) secure the right to continue using the Deliverable; (B) replace or modify the Deliverable to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the Deliverable; or (C) if AtomAI cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, AtomAI will remove the Deliverable and any related charges will be equitably adjusted to reflect such removal.

11.4 General. The Party seeking indemnification (the "Indemnitee") will promptly notify the other Party of the claim and cooperate with the indemnifying Party in defending the claim. The indemnifying Party will have full control and authority over the defense, provided that: (A) any settlement requiring the Indemnitee to admit liability, pay any money, or take (or refrain from taking) any action, will require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the Indemnitee may join in the defense of a claim with its own counsel at its own expense. THE INDEMNITIES PROVIDED IN THIS ARTICLE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. LIABILITY

12.1 Limitation of Liability.

(A) IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

(B) EXCEPT AS PROVIDED IN SECTION 12.2, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AGGREGATE AMOUNT PAID OR PAYABLE TO AtomAI BY CUSTOMER UNDER THE APPLICABLE STATEMENT(S) OF WORK GIVING RISE TO SUCH LOSS (EXCLUDING ANY LICENSE FEES PAID FOR THIRD-PARTY PRODUCTS).

(C) No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either Party more than one (1) year after the loss occurred, except that an action for non-payment may be brought within one (1) year of the date of last payment.

12.2 Exceptions to Limitation of Liability. The limitations set forth in Section 12.1(B) will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, (B) Losses that are the subject of indemnification obligations under this Agreement, or (C) Losses determined to be the direct result of a Party's gross negligence, bad faith, or intentional or willful misconduct.

13. FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or other acts of God, pandemics, epidemics (or resurgence thereof), riots, civil disorders, acts of terrorism, or any other similar cause beyond the reasonable control of such Party. Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone (to be confirmed in writing within five (5) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. This Section will not apply, however, to Customer's payment obligations under this Agreement.

14. DISPUTE RESOLUTION AND GOVERNING LAW

All claims, disputes or controversies arising out of or relating to this Agreement, including disputes relating to the interpretation of any provision of this Agreement or any Party's performance or breach hereunder, will be resolved as set forth in this Section. All negotiations pursuant to this Section will be confidential and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

14.1 Dispute Resolution and Arbitration. In the event of a claim, controversy or dispute, the Parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If the Parties cannot reach settlement within a period of sixty (60) days, then either Party may, upon written notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, as amended (the "AAA Rules"), provided that notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the Parties according to the substantive laws of the state of California. The Parties will select an arbitrator, who will be an attorney with at least ten (10) years' experience in commercial and contract law, provided that if the amount in dispute is greater than $500,000, the dispute will be heard by a panel of three (3) arbitrators, with each Party selecting one (1) arbitrator and the AAA selecting the third arbitrator. If the Parties are unable to agree on an arbitrator(s), the arbitrator(s) will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator(s), provided that the arbitrator(s) will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs, including the costs of the arbitrator(s), if the arbitrator(s) find that the position taken by the other Party on material issues was without substantial foundation. The arbitrator(s) will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator(s) rendering judgment upon disputes between the Parties will deliver a written opinion within fifteen (15) business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

14.2 Equitable Relief. Notwithstanding the foregoing, if a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such Party may proceed directly to court and may obtain such relief without bond (if permitted by law) . The Parties further acknowledge and agree either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article 5 (Proprietary Rights), Article 7 (Confidentiality), or Article 8 (Data Protection).

14.3 Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under Section 14.2 of this Agreement or to enforce an award in accordance with Section 14.1, the Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. The Parties further consent to the jurisdiction of any court located within a district that encompasses assets of a Party against which judgment has been rendered for the enforcement of such judgment or award against the assets of such Party.

14.4 No Limitation on Rights. Each Party agrees that the provisions contained in this Article do not limit either Party's right to terminate this Agreement as provided in Article 3.

15. GENERAL PROVISIONS

15.1 Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) will be in writing. Notice will be deemed duly given when (A) delivered personally, (B) one (1) day after being given to an overnight courier with a

reliable system for tracking delivery (charges prepaid), (C) when sent by electronic mail with a copy sent by another means specified in this Section, or (D) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Customer:	West Valley City 3600 South Constitution Boulevard, West Valley City, UT 84119 Attention: NAME Email: EMAIL Phone: PHONE
If to AtomAI:	AtomAI Solutions, Inc. 4595 Leir Drive La Canada Flintridge, CA 91011 Attention: Chief Operating Officer Email: legal@atom-ai.com

A Party may change its address or designee for notification purposes by giving the other Party written notice of the new address or designee, and the date upon which it will become effective.

15.2 Binding Nature and Assignment. This Agreement is binding on the Parties and their respective successors and assigns. Either Party may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets, provided that the successor of interest agrees to the terms of this Agreement in writing. Any other assignment will be null and void, except with the other Party's prior written consent.

15.3 Relationship of the Parties. AtomAI and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Neither Party is an agent of the other Party and has no authority to represent or bind the other Party as to any matters, except as expressly authorized in this Agreement or in a Statement of Work.

15.4 Publicity. Customer acknowledges and agrees that AtomAI has the right to: (i) identify Customer as a customer of AtomAI and/or identify Customer as a User of the Services on AtomAI's website, social media, marketing materials or public announcements; (ii) use Customer's name and logo (in accordance with any trademark guidelines Customer provides); and (iii) subject to Customer's prior written consent, participate in AtomAI case studies or testimonials in connection with the Services. Customer may revoke any of the aforementioned rights at any time by emailing legal@atom-ai.com.

15.5 Waiver of Default. No delay or omission by either Party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or of any other covenant.

15.6 Third Party Beneficiaries and Use of Work. Neither Party intends this Agreement to benefit or create any right or cause of action in or on behalf of, any person or entity other than the Parties. Customer understands and agrees that Services performed by AtomAI under this Agreement are intended only for the parties specified in the applicable Statement of Work and may be misleading or inappropriate if used in another context or for another party. Customer agrees not to use any Deliverables or documents produced under this Agreement or a Statement of Work for any purpose other than the intended purpose without AtomAI's prior written consent.

15.7 Survival. The provisions of Article 3.5 (Consequences of Termination), Article 5 (Proprietary Rights), Article 7 (Confidentiality), Article 8 (Data Protection), Section 9.4 (Disclaimer), Article 11 (Indemnification), Article 12 (Liability), Article 14 (Dispute Resolution and Governing Law) and this Section

15.7 (Survival), as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

15.8 Severability. If any provision of this Agreement is found to be invalid, illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

15.9 Entire Agreement; Amendment and Waiver. This Agreement and each Statement of Work, including any exhibits referred to herein or therein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. Customer may require a Purchase Order ("PO") in connection with its invoice for payment of Fees under this Agreement. Any terms and conditions in any Customer PO will not apply to or modify this Agreement nor shall they take precedence over this Agreement, even if the PO terms and conditions state that its terms supersede any other conflicting terms. No change, waiver or discharge will be valid unless made in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced.

15.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, including but not limited to PDF, e-signature (i.e., DocuSign) or any other electronic equivalent format, all of which taken together will constitute one single agreement between the Parties. The Parties agree that this Agreement, any Statement of Work, or any other document in connection therewith, may be electronically signed, and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the Effective Date.

AtomAI Solutions Inc.	**West Valley City, UT**
Print name: Matt Harman	Print name:
Print title: Sr. VP of Sales & Partnerships	Print title:
Date: 7/20/2026	Date:

AtomAI Solutions Inc.
MASTER PROFESSIONAL SERVICES AGREEMENT

This **MASTER PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into as of the date of last signature below (the "Effective Date"), by and between AtomAI Solutions Inc., a corporation organized under the laws of the state of California, with offices at 254 Chapman Rd, Suite 208 #16317, Newark, Delaware 19702 ("AtomAI"), and West Valley City, a municipality organized under the laws of the State of Utah with offices at 3600 Constitution Boulevard, West Valley City, Utah ("Customer"). AtomAI and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. BACKGROUND, OBJECTIVES, CONSTRUCTION AND INTERPRETATION

1.1 Background and Objectives. This Agreement will serve as a framework under which AtomAI will provide certain information technology services (the "Services"), as described in a statement of work executed by an authorized signatory of both Parties (each, a "Statement of Work"), incorporated herein, and as further requested by Customer from time to time during the term of this Agreement and agreed upon in a Statement of Work.

1.2 Definitions.

(A) Capitalized terms used in this Agreement have the meanings assigned to them in the applicable Section. Terms, acronyms and phrases that are used in the information technology industry or other pertinent business context should be interpreted in accordance with their generally understood meaning in such industries or business context.

(B) The word "include" and its derivatives (such as "including" and "includes") mean "include without limitation."

1.3 References and Interpretation.

(A) Headings, captions and titles used in this Agreement are included for convenience only and in no way define the scope or content of this Agreement or are to be used in the construction or interpretation of this Agreement. Any reference to a particular article or article number or exhibit is a reference to that specified article, article or exhibit of this Agreement, except to the extent that the cross-reference expressly refers to another document.

(B) If there is a conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of this Agreement will prevail except to the extent that the Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work. Notwithstanding the preceding sentence, no Statement of Work will be effective to: (1) expand, eliminate or restrict the scope of any indemnity obligation set forth in Article 11; (2) change any limitation of liability set forth in Article 12; (3) settle or resolve any dispute between the Parties; or (4) eliminate or restrict AtomAI's rights set forth in Section 5.4.

2. SCOPE OF SERVICES

2.1 Provision of Services. AtomAI will perform the Services identified in each Statement of Work entered into and executed by each of the Parties under the terms of this Agreement. Absent a Statement of Work, this Agreement does not, in and of itself, represent a commitment by either Party to provide any minimum amount of charges or Services.

2.2 Statements of Work. From time to time during the term of this Agreement, Customer may ask AtomAI to perform services that are not described in a Statement of Work. Following any such request, AtomAI will prepare and deliver a new statement of work. Each Statement of Work will, at a minimum, contain:

(A) a description of the work AtomAI is expected to perform in connection with such project, including a description of any Deliverables;

(B) a prospective schedule for commencing and completing such work; and

(C) AtomAI's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute the Statement of Work. Each Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such Statement of Work (subject to Section 1.3(B)), each Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3 Modification of a Statement of Work. Either Party may request modifications to a Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable Statement of Work. Neither Party will be bound by the terms of any Change Order until it is executed by both Parties.

2.4 Cooperation. Customer understands AtomAI's performance is dependent on Customer's timely and effective cooperation, and that the quality of the Services is dependent on Customer providing timely and accurate information to AtomAI and access to the required Customer resources in accordance with the objectives of the applicable Statement of Work. Accordingly, any delay or nonperformance by AtomAI will be excused if and to the extent that such delay or nonperformance results from Customer's failure to perform its responsibilities so long as AtomAI uses commercially reasonable efforts to perform notwithstanding Customer's failure (it being agreed that AtomAI will have no obligation to incur additional expenses in connection with such efforts unless Customer agrees in writing to reimburse AtomAI for such expenditures).

3. TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1 Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) three (3) years after the Effective Date, and (B) the expiration or earlier termination of the last remaining Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement. The Parties may agree to extend the term by written agreement.

3.2 Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within thirty (30) days after notice of breach (ten (10) days in the case of breach due to non-payment) from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within thirty (30) days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable Statement of Work, as of a date specified in the notice of termination.

3.3 Right to Suspend Services. Without limiting any of its rights under this Agreement, if undisputed invoices under this Agreement are at any time delinquent for thirty (30) days or more, AtomAI may partially or totally suspend its performance of Services under this Agreement and any Statement of Work in accordance with Section 3.2, without liability to Customer until such time as Customer brings its account current and provides assurances, reasonably acceptable to AtomAI, that Customer can and will meet its future payment obligations under this Agreement.

3.4 Termination for Convenience. Customer may terminate this Agreement or any Statement of Work for convenience and without cause at any time by giving AtomAI at least ten (10) business days' prior written notice designating the termination date.

3.5 Consequences of Termination. If this Agreement or any Statement of Work is terminated in accordance with the terms of this Article, Customer will pay AtomAI for all Services performed before the termination date in accordance with the terms of this Agreement or the applicable Statement of Work, including the cost of any third-party licenses procured for Customer that cannot be canceled. Termination of a Statement of Work will not affect any other Statements of Work then in effect. Termination of this Agreement will result in immediate termination of all Statements of Work then in effect.

4. AtomAI PERSONNEL

4.1 Oversight and Responsibility.

(A) AtomAI will assign an adequate number of AtomAI personnel to perform the Services. AtomAI personnel will be properly trained and fully qualified for the Services they are to perform.

(B) AtomAI may utilize subcontractors and AtomAI affiliates to perform the Services, and elements of the Services may be performed from locations outside the United States.

(C) AtomAI will be responsible for the appropriate oversight and supervision of all AtomAI employees and any subcontractors who perform Services hereunder, each considered "AtomAI personnel" for purposes of this Agreement. AtomAI will remain responsible for any Services performed by subcontractors to the same extent as if AtomAI performed such Services itself.

5. PROPRIETARY RIGHTS

5.1 Customer IP. As between Customer and AtomAI, all right, title and interest in and to Customer IP (as defined below) will remain the exclusive property of Customer. To the extent necessary to provide the Services, Customer hereby grants AtomAI, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use Customer IP; provided that the rights granted to AtomAI hereunder will automatically expire effective upon the date that AtomAI ceases, for any reason, to provide the applicable Services. For purposes of this Agreement, "Customer IP" means (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to Customer or licensed to Customer from third parties (other than AtomAI), that are provided to AtomAI by Customer in order for AtomAI to provide the Services and fulfill its obligations under this Agreement.

5.2 AtomAI IP.

(A) As between AtomAI and Customer, all right, title and interest in and to AtomAI IP (as defined below) will remain the exclusive property of AtomAI. Except to the extent that the Parties enter into separate license agreements with respect to any software or other products provided by AtomAI (in which case such products will be governed by the terms of those license agreements), AtomAI hereby grants to Customer a perpetual, non-exclusive, worldwide, fully paid-up and royalty-free license to access and use (and to allow third parties to access and use solely for the benefit of Customer) the AtomAI IP, for no additional consideration to the extent necessary to receive or use the Services or any deliverable. Notwithstanding the foregoing, if a Statement of Work: (i) provides for Services and Deliverables to be provided to Customer on a trial or pilot basis, Customer's license to access and use any AtomAI IP necessary to receive or use the Services or Deliverables provided as part of such trial or pilot will not be perpetual, but will be limited to the period of such trial or pilot, or (ii) includes the purchase of a license to use a AtomAI proprietary product for a specific period of time, Customer's license to use such product will not be perpetual, but will be limited to the period set forth in the applicable Statement of Work.

(B) Nothing in this Section will be construed to grant Customer any right to separate AtomAI IP from the deliverable into which it is incorporated and Customer will not (and will not knowingly allow any third party to) adapt, modify, translate, reverse engineer, decompile, disassemble or attempt to decode or disassemble, as broadly defined, any source code or underlying algorithms of any AtomAI IP or part thereof. Customer will not sell, rent, lease, sublease, license, lend, market or commercially exploit such AtomAI IP or use AtomAI IP for the benefit of any party not contemplated by the applicable Statement of Work, or assign or transfer any rights with respect to AtomAI IP granted under this Agreement (except as contemplated in Section 15.2).

(C) For purposes of this Agreement, "AtomAI IP" means, without limitation, and in addition to any and all non-enumerated intellectual property of any nature owned by AtomAI and/or to which AtomAI has a right of ownership or other assignable right of interest, any (i) software, code, programs and tools, (ii) processes, procedures and methodologies, (iii) formulas, designs, templates and formats, and (iv) documents and other written materials, whether proprietary to AtomAI or licensed to AtomAI from third parties (other than Customer or its affiliates) that are used to provide the Services, together, in each case, with any modifications or enhancements thereto and derivative works based thereon. Customer acknowledges and agrees that with respect to any AtomAI IP licensed to AtomAI from third parties, any rights granted to Customer hereunder or under any Statement of Work, will be subject to all restrictions set forth in the applicable third-party agreements.

5.3 Developed Property and Works for Hire. Subject to Section 5.2, AtomAI acknowledges and agrees that Customer will have all right, title and interest in and to all Developed Property (as defined below) developed while providing the Services. All Developed Property developed under this Agreement in accordance with the terms of a Statement of Work will be deemed to be "works for hire." To the extent any Developed Property is not deemed "works for hire" by operation of law, AtomAI hereby irrevocably assigns, transfers and conveys to Customer, without further consideration, all of its right, title and interest in and to such Developed Property (including all patent, copyright, trademark, trade secret and other intellectual property and proprietary rights). AtomAI will execute any documents or take any other actions as may be reasonably necessary, or as Customer may reasonably request, to perfect the ownership rights defined in this Section. For purposes of this Agreement, "Deliverables" means the results of AtomAI's performance of Services in the applicable Statement of Work and paid for by Customer. "Developed Property" means any Deliverables that also include intellectual property generated or developed specifically for Customer by AtomAI under a Statement of Work and paid for by Customer. To qualify as Developed Property under this Agreement, the applicable Deliverables must be explicitly and specifically called out to include the intellectual property in a Statement of Work and such Statement of Work must include a written acknowledgement by AtomAI that the Parties intend to transfer the rights to such intellectual property to Customer upon payment by Customer.

5.4 Residual Knowledge. Nothing in this Agreement will restrict a Party from using Services-related ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques that are general in nature and retained in the unaided mental impressions of the Party's personnel, which either Party, individually or jointly, develops or discloses under this Agreement; provided that, in doing so, each Party does not breach its obligations under Article 7 or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. The Parties acknowledge AtomAI has the right to: (A) provide consulting or other services of any kind or nature to any person or entity as AtomAI, in its sole discretion, deems appropriate, and (B) use any works of authorship or other intellectual property included in the Deliverables (other than Developed Property and Customer IP, if any) to develop for itself, or for others, materials or processes similar to those contemplated or produced under this Agreement.

6. CHARGES AND INVOICES

6.1 General. Subject to the provisions of this Agreement, Customer will pay AtomAI the fees set forth in each Statement of Work (including any Change Orders thereto).

6.2 Reimbursement of Expenses. Customer agrees to reimburse AtomAI for costs and expenses incurred in connection with AtomAI's performance of the Services, including any copy and delivery charges, material fees and reasonable travel expenses (including air travel, ground transportation, lodging, meals and incidentals); provided Customer has pre-approved such expenses in writing (which approval may be evidenced in a Statement of Work). AtomAI will provide Customer with receipts or other documentation substantiating all such reimbursable costs and expenses.

6.3 Invoices and Payment. AtomAI will invoice Customer for all amounts due under a Statement of Work: (A) in accordance with the schedule set forth in such Statement of Work, in the case of fixed fee engagements, and (B) monthly in arrears, in the case of Services provided on a time and materials basis. For Services performed on a time and materials basis, the invoice will include substantiating documentation, including the hourly rate of AtomAI Personnel performing Services and documentation indicating the hours worked and work performed. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer within thirty (30) days of receipt.

6.4 Taxes. All amounts payable under this Agreement and any Statement of Work are exclusive of taxes, unless otherwise stated in such Statement of Work. Accordingly, AtomAI will add an amount equal to all applicable taxes and duties, however designated, that relate to or arise out of AtomAI's provision of the Services (other than taxes based upon AtomAI's net income), which amounts will be separately itemized on all invoices provided to Customer, unless Customer provides AtomAI with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to AtomAI, Customer must provide AtomAI with an official tax receipt or other appropriate documentation to support such payments. If Customer does not pay any taxes invoiced by AtomAI for which Customer is responsible, AtomAI may make such payments on Customer's behalf and Customer agrees to promptly reimburse AtomAI for such payments.

6.5 Disputed Fees and Late Payments.

(A) Customer agrees to notify AtomAI no later than ten (10) days before the payment due date of an invoice from AtomAI, if Customer disputes any amount or item in such invoice in good faith. Notwithstanding any dispute, Customer will pay the undisputed portion of an invoice when due. If Customer withholds any amount associated with disputed amounts pursuant to this Section, Customer will provide AtomAI with a written description of the basis for such withholding. Upon resolution of a dispute involving any withheld amounts, Customer will immediately pay AtomAI such portion, if any, of the disputed amount agreed or determined to be owed AtomAI.

(B) Payments against such delinquent amounts owed by Customer will be applied first to the principal unpaid balance. If Customer is delinquent in paying its invoices, AtomAI may suspend further work on behalf of Customer in accordance with Section 3.3. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by AtomAI in collecting delinquent amounts, except where such delinquent amounts are due to invoicing errors by AtomAI.

7. CONFIDENTIALITY

7.1 Disclosure of Confidential Information. The Parties agree that during AtomAI's performance of the Services, each Party may access, receive or exchange information that is confidential in nature. For purposes of this Agreement "Confidential Information" will include all information, in any form, furnished or made available, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Recipient") that is marked confidential, restricted, or is otherwise designated as confidential. Confidential Information will also include information that, by virtue of the nature of the information or the circumstances surrounding disclosure, a reasonable party would understand to be proprietary to Disclosing Party or confidential, including without limitation: (A) any personally identifiable information or financial information of any individual; (B) information concerning the operations, affairs or business of a Party, a Party's financial

affairs, or a Party's relations with its vendors, customers or employees; (C) in the case of Customer, Customer IP; and (D) in the case of AtomAI, AtomAI IP.

7.2 Exclusions. Confidential Information does not include, and this Article does not apply to, information that (A) is or subsequently becomes published or available to the public through no fault of Recipient, (B) is received by Recipient from a third party without a duty of confidentiality; (C) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information, or (D) was in Recipient's possession or was known to Recipient before it was disclosed to Recipient by Disclosing Party.

7.3 Restrictions on Disclosure and Use. The Parties agree:

(A) Neither Party will make any use of the other Party's Confidential Information or any copies thereof, for any purpose other than those contemplated by this Agreement.

(B) Neither Party will reveal, disclose or provide access to the other Party's Confidential Information to any third party without the prior written consent of such Party, provided that both Parties may share Confidential Information with their responsible employees, contractors, or agents who have a need to know such Confidential Information to perform their duties. Customer understands that all materials provided to Customer by AtomAI are provided solely for Customer's internal use. Notwithstanding anything to the contrary in this paragraph, AtomAI may disclose Confidential Information to properly authorized entities as and to the extent necessary for performance of the Services, so long as in each such case, the receiving entity first agrees to the obligations described in this Article.

(C) Recipient will take security precautions at least as great as the precautions Recipient takes to protect its own confidential information, and at any rate will take commercially reasonable security precautions to ensure that no one, other than a person authorized pursuant to this Section, gains access to Disclosing Party's Confidential Information without Disclosing Party's prior written consent. If Recipient becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information, Recipient will promptly notify Disclosing Party of such unauthorized use or disclosure and will assist Disclosing Party in remedying such unauthorized use or disclosure.

(D) Recipient is permitted to disclose Confidential Information as required by law, regulation or subpoena, provided that Recipient will, to the extent permitted by law: (i) give Disclosing Party prompt notice of any such requirement, which notice must be sufficient to permit Disclosing Party to seek relief to prevent such disclosure, (ii) cooperate with Disclosing Party to secure confidential treatment of the Confidential Information, and (iii) disclose only that portion of Disclosing Party's Confidential Information that is legally required.

(E) Confidential Information is and will remain the exclusive property of Disclosing Party. Each Party agrees that it will have no proprietary interest in the other Party's Confidential Information and that nothing contained in this Agreement will be construed to grant either Party any rights, by license or otherwise, to any of the other Party's Confidential Information disclosed pursuant to this Agreement.

(F) The obligations set forth in this Section will apply to Confidential Information provided, furnished or otherwise disclosed by Disclosing Party to Recipient, whether before or after the Effective Date.

7.4 Controlling Provisions. For purposes of this Agreement, and each Statement of Work, the provisions of this Article will have precedence over and supersede any confidentiality or non-disclosure agreement executed by the Parties before the Effective Date.

8. DATA PROTECTION

8.1 Data Protection Legislation. In performing the Services, AtomAI will comply with, and will ensure that all AtomAI personnel comply with, the data protection and privacy legislation, guidelines and industry standards applicable to the Services including, if applicable to the data involved, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC ("GDPR") (such applicable legislation, guidelines and industry standards, "Data Protection Laws"). AtomAI will not, by any act or omission on AtomAI's part, place Customer in breach of any applicable Data Protection Laws. For purposes of this Article, the terms "processing" and "personal data" will have the meanings given in the GDPR. To the extent that the GDPR applies to any personal data processed by AtomAI, in that the personal data applies to data subjects who are in the European Economic Area ("EEA") and the processing activities relate to activities identified in Article 3 of the GDPR, the Parties agree that Customer is the "controller" of such data and AtomAI is acting as a "processor" of such data, as such terms are defined in the GDPR.

8.2 Processing of Personal Data. If the Services involve the processing by AtomAI of personal data on behalf of Customer, AtomAI will:

(A) process personal data provided by or on behalf of Customer only as needed to perform its obligations under this Agreement and the applicable Statements of Work and to provide the Services, and will comply with, and only act on, instructions from or on behalf of Customer regarding the processing of that personal data;

(B) impose a duty of strict confidentiality on any AtomAI personnel authorized to access or process personal data;

(C) implement appropriate technical and organizational safeguards to ensure a level of security appropriate to the risk to personal data and protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access; and

(D) at Customer's discretion, evidenced by Customer's written request, delete or return all such personal data to Customer upon termination or expiration of this Agreement, or following the conclusion of the Services related to processing such personal data, and delete any existing copies, unless otherwise required by applicable law.

8.3 Processing by Subcontractors. AtomAI will ensure that any subcontractor engaged by AtomAI that may access or process personal data provided by or on behalf of Customer only uses such personal data in accordance with the terms of this Agreement and has entered into an agreement with AtomAI that contains provisions at least as protective of Customer's personal data as those set forth in this Section. AtomAI will remain fully liable to Customer for the performance of its subcontractors' obligations.

8.4 Breach. AtomAI will promptly inform Customer of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss or destruction of, or damage to, personal data impacting Customer, any such notice to be provided within 72 hours after AtomAI becomes aware of such event, which notice will describe the nature of the breach and the measures taken or proposed to be taken to address such breach.

8.5 Additional Provisions under the GDPR. In the case of personal data for which Customer is the data controller and the provisions of the GDPR apply to AtomAI's processing of such data (if, for example, the processing by AtomAI (i) is carried out in the context of the activities of an establishment of Customer in the EEA or (ii) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), AtomAI will:

(A) process personal data in relation to which Customer is the data controller only in accordance with specific documented instructions from or on behalf of Customer, including as set forth in this Agreement and any Statements of Work, unless otherwise required by applicable European Union or European Member State law (in which case, AtomAI will inform Customer of such legal requirement, unless that law prohibits such disclosure on important grounds of public interest);

(B) obtain prior consent to engage any third party (including subcontractors) to process such personal data on behalf of Customer, ensure that such third-party subcontractor is subject to the provisions set forth in Section 8.3, and inform Customer of any intended changes concerning the addition or replacement of such third parties, giving Customer the opportunity to object to such changes;

(C) taking into account the nature of the processing, assist Customer, through appropriate technical and organizational measures (insofar as possible), in meeting its obligations under applicable law to respond to requests for exercising the data subject's rights;

(D) assist Customer in ensuring compliance with any applicable obligations under the GDPR related to security, breach notification, data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to AtomAI;

(E) provide relevant information and assistance, as reasonably requested in writing by Customer, to demonstrate AtomAI's compliance with its obligations imposed by this Agreement with respect to such personal data, and allow for and cooperate with privacy and security audits, including inspections, conducted by Customer or another auditor designated by Customer (any such audits to be conducted during AtomAI's normal business hours at upon no less than thirty (30) days' prior written notice); and

(F) not transfer personal information from a country located in EEA to a country outside the EEA unless Customer has consented to such transfer and such transfer is pursuant to an appropriate data transfer mechanism or agreement that complies with applicable law.

8.6 Processing by Third Parties. For purposes of clarification, the provisions of this Article only apply to any processing of personal data by AtomAI on behalf of Customer. Customer hereby agrees and acknowledges that AtomAI is not responsible or liable for any processing of personal data that may be done by third parties in connection with any third-party software, applications or other products, even if the Services contemplate Customer's use of such third-party software, applications or other products.

8.7 In case of a conflict between this Section 8 and any data protection agreement or addendum ("DPA") executed between the Parties in relation to Services provided under this Agreement, the provisions of the DPA shall prevail.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Authorization. Each Party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party.

9.2 Performance of Services. AtomAI represents, warrants and covenants to Customer that the Services will be performed by qualified personnel with promptness and diligence in a workmanlike manner, consistent with applicable industry standards.

9.3 Viruses and Disabling Code. AtomAI will use commercially reasonable efforts to prevent the coding or introduction of viruses, disabling code or similar items into Customer systems by AtomAI or its agents; and AtomAI will, in the event a virus, disabling code or similar item is found to have been introduced

into any software Deliverables or Customer systems by AtomAI or its agents, at no additional charge, assist Customer in reducing the effects of the virus, disabling code or similar item.

9.4 Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, AtomAI MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD-PARTY PRODUCTS OR SERVICES.

9.5 Limited Warranty. If any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from delivery of the applicable Service or deliverable.

10. INSURANCE

During the term of this Agreement, AtomAI will keep in force the following insurance coverage with insurers having an A.M. Best rating of A-, VIII or better:

- Workers Compensation as required by statute and Employers' Liability with $1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee.
- Commercial General Liability with $1,000,000 per occurrence and $2,000,000 aggregate.
- Professional Liability/Errors & Omissions with $5,000,000 per occurrence and $5,000,000 aggregate, including information security coverage with $1,000,000 per occurrence/aggregate.
- Employment Practices Liability with $1,000,000 per occurrence/aggregate.
- Excess Liability or Umbrella Liability with $6,000,000 per occurrence and $6,000,000 aggregate.

11. INDEMNIFICATION

11.1 By AtomAI. AtomAI agrees to indemnify, defend, and hold Customer harmless from and against all losses, liabilities, damages, and related costs (including settlement costs and reasonable attorneys' fees) (collectively, "Losses") arising out of a third-party claim that any AtomAI IP, Deliverables or Developed Property infringe or misappropriate any patent, copyright, trade secret or trademark of a third party. Notwithstanding the foregoing, in no event will AtomAI have any obligations or liability under this Section arising from: (A) use of any deliverable in a modified form or in combination with materials not furnished or approved in writing by AtomAI, (B) use by Customer or its agents of any Deliverable in a manner not reasonably consistent with the applicable specifications, requirements or instructions by AtomAI for such item, (C) AtomAI's compliance with Customer's design or request for customized features; or (D) any content, information or data provided by Customer or other third parties.

11.2 By Customer. Customer will indemnify, defend and hold AtomAI harmless from and against all Losses arising out of (A) a third-party claim that Customer IP or other materials provided to AtomAI by Customer infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; (B) any deficiency (including penalties and interest) relating to taxes that are the responsibility of Customer; or (C) a third-party claim arising out of or relating to AtomAI's use of any Customer content, provided such use complies with the terms of this Agreement.

11.3 Infringement. If any Deliverable becomes, or in AtomAI's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, AtomAI will, at its expense: (A) secure the right to continue using the Deliverable; (B) replace or modify the Deliverable to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the Deliverable; or (C) if AtomAI cannot accomplish either of the foregoing using commercially reasonable

efforts, and only in such event, AtomAI will remove the Deliverable and any related charges will be equitably adjusted to reflect such removal.

11.4 General. The Party seeking indemnification (the "Indemnitee") will promptly notify the other Party of the claim and cooperate with the indemnifying Party in defending the claim. The indemnifying Party will have full control and authority over the defense, provided that: (A) any settlement requiring the Indemnitee to admit liability, pay any money, or take (or refrain from taking) any action, will require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the Indemnitee may join in the defense of a claim with its own counsel at its own expense. THE INDEMNITIES PROVIDED IN THIS ARTICLE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. LIABILITY

12.1 Limitation of Liability.

(A) IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

(B) EXCEPT AS PROVIDED IN SECTION 12.2, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AGGREGATE AMOUNT PAID OR PAYABLE TO AtomAI BY CUSTOMER UNDER THE APPLICABLE STATEMENT(S) OF WORK GIVING RISE TO SUCH LOSS (EXCLUDING ANY LICENSE FEES PAID FOR THIRD-PARTY PRODUCTS).

(C) No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either Party more than one (1) year after the loss occurred, except that an action for non-payment may be brought within one (1) year of the date of last payment.

12.2 Exceptions to Limitation of Liability. The limitations set forth in Section 12.1(B) will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, (B) Losses that are the subject of indemnification obligations under this Agreement, or (C) Losses determined to be the direct result of a Party's gross negligence, bad faith, or intentional or willful misconduct.

13. FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or other acts of God, pandemics, epidemics (or resurgence thereof), riots, civil disorders, acts of terrorism, or any other similar cause beyond the reasonable control of such Party. Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone (to be confirmed in writing within five (5) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. This Section will not apply, however, to Customer's payment obligations under this Agreement.

14. DISPUTE RESOLUTION AND GOVERNING LAW

All claims, disputes or controversies arising out of or relating to this Agreement, including disputes relating to the interpretation of any provision of this Agreement or any Party's performance or breach hereunder, will be resolved as set forth in this Section. All negotiations pursuant to this Section will be confidential and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

14.1 Dispute Resolution and Arbitration. In the event of a claim, controversy or dispute, the Parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If the Parties cannot reach settlement within a period of sixty (60) days, then either Party may, upon written notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, as amended (the "AAA Rules"), provided that notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the Parties according to the substantive laws of the state of California. The Parties will select an arbitrator, who will be an attorney with at least ten (10) years' experience in commercial and contract law, provided that if the amount in dispute is greater than $500,000, the dispute will be heard by a panel of three (3) arbitrators, with each Party selecting one (1) arbitrator and the AAA selecting the third arbitrator. If the Parties are unable to agree on an arbitrator(s), the arbitrator(s) will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator(s), provided that the arbitrator(s) will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs, including the costs of the arbitrator(s), if the arbitrator(s) find that the position taken by the other Party on material issues was without substantial foundation. The arbitrator(s) will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator(s) rendering judgment upon disputes between the Parties will deliver a written opinion within fifteen (15) business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

14.2 Equitable Relief. Notwithstanding the foregoing, if a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such Party may proceed directly to court and may obtain such relief without bond (if permitted by law) . The Parties further acknowledge and agree either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article 5 (Proprietary Rights), Article 7 (Confidentiality), or Article 8 (Data Protection).

14.3 Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under Section 14.2 of this Agreement or to enforce an award in accordance with Section 14.1, the Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. The Parties further consent to the jurisdiction of any court located within a district that encompasses assets of a Party against which judgment has been rendered for the enforcement of such judgment or award against the assets of such Party.

14.4 No Limitation on Rights. Each Party agrees that the provisions contained in this Article do not limit either Party's right to terminate this Agreement as provided in Article 3.

15. GENERAL PROVISIONS

15.1 Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) will be in writing. Notice will be deemed duly given when (A) delivered personally, (B) one (1) day after being given to an overnight courier with a reliable system for tracking delivery (charges prepaid), (C) when sent by electronic mail with a copy sent by another means specified in this Section, or (D) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Customer: West Valley City
3600 Constitution Boulevard

West Valley City, Utah 84119
Attention: City Manager
Email: ken.cushing@wvc-ut.gov
Phone: 801-966-3600

If to AtomAI:

AtomAI Solutions, Inc.
4595 Leir Drive
La Canada Flintridge, CA 91011
Attention: Chief Operating Officer
Email: legal@atom-ai.com

A Party may change its address or designee for notification purposes by giving the other Party written notice of the new address or designee, and the date upon which it will become effective.

15.2 Binding Nature and Assignment. This Agreement is binding on the Parties and their respective successors and assigns. Either Party may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets, provided that the successor of interest agrees to the terms of this Agreement in writing. Any other assignment will be null and void, except with the other Party's prior written consent.

15.3 Relationship of the Parties. AtomAI and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Neither Party is an agent of the other Party and has no authority to represent or bind the other Party as to any matters, except as expressly authorized in this Agreement or in a Statement of Work.

15.4 Publicity. Customer acknowledges and agrees that AtomAI has the right to: (i) identify Customer as a customer of AtomAI and/or identify Customer as a User of the Services on AtomAI's website, social media, marketing materials or public announcements; (ii) use Customer's name and logo (in accordance with any trademark guidelines Customer provides); and (iii) subject to Customer's prior written consent, participate in AtomAI case studies or testimonials in connection with the Services. Customer may revoke any of the aforementioned rights at any time by emailing legal@atom-ai.com.

15.5 Waiver of Default. No delay or omission by either Party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or of any other covenant.

15.6 Third Party Beneficiaries and Use of Work. Neither Party intends this Agreement to benefit or create any right or cause of action in or on behalf of, any person or entity other than the Parties. Customer understands and agrees that Services performed by AtomAI under this Agreement are intended only for the parties specified in the applicable Statement of Work and may be misleading or inappropriate if used in another context or for another party. Customer agrees not to use any Deliverables or documents produced under this Agreement or a Statement of Work for any purpose other than the intended purpose without AtomAI's prior written consent.

15.7 Survival. The provisions of Article 3.5 (Consequences of Termination), Article 5 (Proprietary Rights), Article 7 (Confidentiality), Article 8 (Data Protection), Section 9.4 (Disclaimer), Article 11 (Indemnification), Article 12 (Liability), Article 14 (Dispute Resolution and Governing Law) and this Section 15.7 (Survival), as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

15.8 Severability. If any provision of this Agreement is found to be invalid, illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible

the original intent of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

15.9 Entire Agreement; Amendment and Waiver. This Agreement and each Statement of Work, including any exhibits referred to herein or therein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. Customer may require a Purchase Order ("PO") in connection with its invoice for payment of Fees under this Agreement. Any terms and conditions in any Customer PO will not apply to or modify this Agreement nor shall they take precedence over this Agreement, even if the PO terms and conditions state that its terms supersede any other conflicting terms. No change, waiver or discharge will be valid unless made in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced.

15.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, including but not limited to PDF, e-signature (i.e., DocuSign) or any other electronic equivalent format, all of which taken together will constitute one single agreement between the Parties. The Parties agree that this Agreement, any Statement of Work, or any other document in connection therewith, may be electronically signed, and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the Effective Date.

AtomAI Solutions Inc.	**CUSTOMER**
_____	_____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Date: _____	Date: _____

Approved as to form 7/7/2026
Brandon Hill

WEST VALLEY CITY

www.wvc-ut.gov

Atom AI

Cityworks Enterprise Asset Management and Permitting System Replacement

Replacing Cityworks & RFP Process

Why move away from Cityworks

- Implemented 18 years ago
- Aging platform and technical support concerns
- Move to Trimble cloud does not alleviate issues
- Higher long-term costs and operational uncertainty

Procurement completed

- RFI confirmed market alternatives
- Formal RFP developed by executive team
- Broad stakeholder group reviewed requirements
- Vendors completed detailed functional fit worksheet

Evaluation approach

- Weighted scoring: cost, fit, support, experience, reporting
- Top vendors invited to demonstrations
- AtomAI selected through structured review

https://atom-ai.com

Selected Solution: AtomAI

Modern platform

- Cloud-hosted solution that built on Google platform, uses Google Maps and street view
- One modern AI-assisted public portal for applications, payments and inspection scheduling, along with updated Service Request System
- Innovative and intelligent solutions for state and local agencies across the country (UDOT)

Operational fit

- Public Works
- Facilities
- Planning & Zoning
- Building Permits & Inspections
- Business Licensing
- Code Enforcement
- Fire Prevention

Future flexibility

- Fleet and Parks & Recreation can be added later
- Unlimited users for included operational areas
- Annual maintenance would not increase under proposed licensing

Implementation Schedule and Year 1 Cost

FY27 implementation

- Begin transition away from Cityworks
- Enterprise Asset Management implementation
- Permits/Licensing/Case management discovery and configuration begins
- Integrations and public-facing workflows as scoped

Go-live schedule

- Public Works Asset Management: **February 2027**
- Permitting / Licensing / Code Enforcement / Fire Prevention / Public Portal: **June 2028**
- Portal, payments and request system included in EPM phase
- Fleet and Parks & Recreation are future phases

Year 1 costs

- FY27 total: $244,000
  - -EAM subscription: $54,000
  - -EAM services: $115,000
  - -EPM services: $75,000
- Funding notes:
  - -$169,000 Public Works
  - -$75,000 General Fund / Permitting Tech Fee

Questions?

West Valley City Issue Paper

City Council Review

Description: Restated & Amended Maverik Center Diamond Concessions of Utah, Inc. Agreement

Fiscal Impact: No

Funding Source: None

Account #: N/A

Budget Opening Required: No

Issue: Authorize a renegotiated Restated and Amended Arena Food and Beverage agreement between WVC and Diamond Concessions of Utah, Inc. for exclusive food and beverage (F&B) rights at Maverik Center.

Summary:

- **The original agreement between WVC and Diamond Concessions of Utah, Inc. dated June 11, 2002 provided the following:**
  - **WVC was not entitled to any concession's fees generated from Utah Grizzlies games, but WVC did receive a fee of 10.0% of all luxury suites F&B revenue**
  - **WVC received F&B fees for <u>all</u> concerts and events at the following rates:**
    - **35.0% of all arena concessions revenue up to $250,000 in WVC earned fees**
    - **20% of all arena concessions revenue above $250,000 in WVC earned fees**
    - **10.0% of all arena luxury suites and catering revenue**
  - **As the agreement was subsequent to the 2002 Salt Lake Olympic Games, it did not provide for any circumstances that would allow WVC to grant future exclusive arena F&B rights to the Olympic Committee under a new Olympic Venue Use Agreement**

- **The newly stated and amended agreement provides the following:**
  - **Removal of any reference from the Utah Grizzlies and thus any exceptions from WVC's benefits in the agreement**
  - **An improvement of the F&B fee structure paid to WVC in the agreement to:**
    - **35.0% of all arena concessions revenue**
    - **22.5% of all arena suite and catering revenue**
    - **35.0% of all F&B revenue from any future arena bars or clubs**
  - **New language providing that, should the venue be contracted as an Olympic Venue, the Olympic Committee may be granted all F&B rights at the venue throughout the Olympic term, and the Committee may select any F&B provider during this term**

Recommendation: Approve

Department: Economic Development
Submitted by: Andy Carroll
Date: July 20, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED AND RESTATED CONCESSION AGREEMENT WITH DIAMOND CONCESSIONS OF UTAH, INC.

WHEREAS, the City and Diamond Concessions of Utah, Inc. ("Diamond") have previously entered into a Concession Agreement to provide food and concession services at the Maverik Center; and

WHEREAS, the parties desire to amend said agreement to amend compensation rates and address recent developments at the Maverik Center; and

WHEREAS, an amended and restated agreement has been prepared by and between the City and Diamond, a copy of which is attached hereto and entitled "Amended and Restated Concession Agreement" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement and any other documents needed to accomplish the purposes set forth in said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

AMENDED AND RESTATED CONCESSION AGREEMENT

THIS AMENDED AND RESTATED CONCESSION AGREEMENT (the "Agreement") is entered into and effective as of July 1, 2026 (the "Effective Date"), by and between WEST VALLEY CITY, a municipal corporation of the State of Utah which owns and operates West Valley City Arena ("West Valley City") and DIAMOND CONCESSIONS OF UTAH, INC., a Utah corporation, having its principal place of business in West Valley City, Utah ("Diamond").

RECITALS:

WHEREAS, West Valley City, who owns and operates a certain indoor arena located in West Valley City, Utah, known as "West Valley City Arena", retained the services of Diamond to provide food, concessions and related services for and on behalf of West Valley City Arena and West Valley City; and Diamond provides such food, concessions and related services for West Valley City at West Valley City Arena;

WHEREAS, West Valley City and Diamond previously entered into that certain Concession Agreement, dated June 11, 2002 (the "Prior Agreement Effective Date"), as such agreement may have been amended from time to time (the "Prior Agreement"); and

WHEREAS, West Valley City and Diamond desire to enter into this Agreement in order to amend and restate the Prior Agreement in its entirety to govern the conduct of the parties hereto and set forth their respective rights and obligations.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. ENGAGEMENT: West Valley City hereby retains and engages Diamond to provide food, concessions and related services, including all services related to food and beverage concession operations, catering for all luxury suites and boxes (which shall include any and all Olympic suites), catering for all banquet facilities, and operation of a restaurant. The engagement of Diamond shall also include the right for Diamond to use all service facilities, fixtures and equipment (including, but not limited to office and storage space and other food and beverage related areas as set forth on Exhibit "A" attached hereto and by this reference incorporated herein) at that certain indoor arena located, in West Valley City, Utah, known as "West Valley City Arena" ("West Valley City Arena" or the "Facility"). The food and related service

areas within the Facility shall include the right of Diamond to use common areas and improvements, fixtures and equipment at the Facility for Diamond's performance as herein contemplated. West Valley City shall repair and maintain any and all common areas and improvements, fixtures and equipment at the Facility which are owned by West Valley City.

2. AUTHORIZATION AND GRANT: West Valley City hereby grants to Diamond the sole and exclusive right to conduct all food and beverage services within the West Valley City Arena, including without limitation, the operation of concession stands, snack areas, portable stands, the restaurant, and catering services, which shall include all of the luxury and/or Olympic suites and all banquet areas. Notwithstanding the foregoing, pursuant to that certain Venue Use Agreement between West Valley City and Salt Lake City – Utah Committee for the Games, a Utah nonprofit corporation (the "Committee"), dated August 23, 2022 (the "Use Agreement"), the Committee has the exclusive right to (i) specify the food and beverage sold in the Facility during the period set forth in the Use Agreement, (ii) sell, or to grant the right to sell, food and beverages, including alcoholic beverages subject to state and local laws, in and about the West Valley City Arena during the period set forth in the Use Agreement, and (iii) retain all proceeds from such sales. The Committee is not obligated to use any catering services licensed by, or any food or beverage specified or licensed by, West Valley City or any Facility manager. For the avoidance of doubt, Diamond's exclusive rights under this section shall be suspended and of no force or effect during any period in which the Committee's rights under the Use Agreement are in effect.

3. TERM: The term of this Agreement commenced on the Prior Agreement Effective Date and, unless earlier terminated as provided herein, shall expire on June 11, 2032, reflecting the 25-year initial term set forth in the Prior Agreement, as extended by Diamond's exercise of its first five (5)-year extension option (the "Term"). Diamond shall have the option to further extend the Term for two (2) additional five (5)-year periods, exercisable by Diamond upon twelve (12) months prior written notice to West Valley City.

4. RESPONSIBILITIES OF DIAMOND:

A. Diamond, pursuant to this Agreement, hereby agrees that it shall provide the following duties and have the responsibility to:

(i) Provide its services during all hours the Facility is in operation and at such other times as reasonably requested by West Valley City.

(ii) Provide food and beverage of the highest quality.

(iii) Use its best efforts to maximize food, beverage and related sales at the Facility and perform such acts as may be reasonably necessary to carry out the purposes of this Agreement.

(iv) Maintain the Facility in a clean and sanitary condition (including cleaning all counters, table tops and seats) and, at the close of each day during which Diamond has provided its services at the Facility, clean such areas and deliver all concession trash, garbage, litter and refuse to central points for disposal thereof by West Valley City. Such disposal shall occur at West Valley City's expense.

(v) Maintain, repair and provide replacements for service equipment, improvements and trade fixtures furnished and owned by Diamond (except for structural repairs and repairs to utility lines and systems and pipes therein which shall be the responsibility of West Valley City) (such equipment will be that set forth on Exhibit "B" attached hereto).

(vi) Use its best efforts to maximize sales and employ such personnel as necessary for the efficient performance of its services.

(vii) Observe and comply with all statutes, ordinances, orders, regulations and requirements of all governmental authorities; obtain all licenses required to operate hereunder and correct promptly any violation thereof.

5. RESPONSIBILITIES OF WEST VALLEY CITY:

A. West Valley City, pursuant to this Agreement, hereby agrees that it shall provide the following duties and have the responsibility to:

(i) Furnish to Diamond the Facility.

(ii) Consult and cooperate with Diamond in good faith and in a timely manner in connection with any contemplated construction renovation, improvement or like action with respect to the Facility.

(iii) Furnish, at no charge to Diamond, all existing utilities and utility lines, including gas, hot and cold water and electricity to point of hook-up in the Facility, adequate to enable Diamond to operate and utilize all fixtures and equipment used in performing hereunder. Upon the prior consent of West Valley City, which consent shall not be unreasonably withheld, West Valley City shall furnish any additional utility lines or extensions of existing utility lines as required by Diamond in

order for Diamond to appropriately provide any and all services as required under this Agreement.

(iv) Maintain, repair and provide replacements for common areas and improvements, trade fixtures and equipment furnished and owned by West Valley City.

6. FEES: In return for the rights and privileges granted by West Valley City to Diamond herein, Diamond shall pay the following fees (the "Fees") to West Valley City:

A. All Events:(a) 22.5% of Revenues generated from food and beverage sales from the catering of and services provided to the luxury suites (b) 35% of Revenues generated from food and beverage sales from the concession stands, snack areas and portable stands (the "Concession Areas"); and (c) 22.5% of Revenues generated from food and beverage sales from the catering of and services provided to the banquet facilities.

B. VIP Clubs or Bars: 35% of Revenues generated from food and beverage sales from any future VIP Clubs or Bars shall be paid to West Valley City. "VIP Clubs or Bars" means any food and beverage service area constructed or designated within the Facility after the Effective Date of this Agreement that is operated as a restricted-access bar or club, as determined by West Valley City in its reasonable discretion.

"Revenues" shall be defined to mean gross sales (including rental revenues received from third party vendors subcontracting with Diamond) less taxes, uncollected credit card charges, discounts, tips and service charges (as well as any items sold at "cost").

The parties agree that the Fee percentages shall be revisited every 5 years during the Term of the Agreement.

7. PAYMENT TERMS: Diamond shall pay the Fees to West Valley City by the 10th day of the month following the month in which such Fees are generated. Diamond shall provide a monthly report to West Valley City detailing all sales and revenues generated from the luxury and/or Olympic suites, banquet facilities and Concession Areas. Additionally, West Valley City shall have the right, upon 72-hour prior written notice and during business hours, to inspect the Sales Records. "Sales Records" shall include such detailed records as Diamond deems to be necessary for proper financial management of the food and beverage under this Agreement.

8. CONFIDENTIALITY OF RECORDS: Pursuant to Section 63G-2-309, Utah Code Annotated, and Chapter 3-16, West Valley City Municipal Code, Diamond hereby claims business confidentiality protection for the records provided to West

Valley City pursuant to this Agreement. This claim of business confidentiality is due to the fact that disclosure of Sales Records and other financial records of Diamond (i) would place Diamond at a competitive disadvantage with competing facilities for event bookings, (ii) would substantially harm Diamond in the negotiation of third party service contracts, and (iii) may reveal trade secrets of Diamond. Based on the foregoing claim and representations of Diamond, and for the reasons set forth above, West Valley City agrees to classify the Sales Records and other financial information it receives pursuant to this Agreement as a protected record pursuant to Section 63G-2-305, Utah Code Annotated, and Chapter 3-16, West Valley City Municipal Code.

9. ALCOHOLIC BEVERAGE LICENSES: Diamond shall obtain all alcoholic beverage and/or beer licenses necessary for Diamond to operate hereunder.

10. TERMINATION: Either party may terminate this Agreement upon ninety (90) days' written notice prior to the effective date of termination in the event that (i) the other party shall fail to observe or perform any provision of this Agreement and such failure shall not have been remedied within thirty (30) days following receipt of written notice thereof; or(ii) the other party shall institute or have instituted against it receivership proceedings of any kind or nature, insolvency or bankruptcy proceedings, make an assignment for the benefit of creditors or permit a decree or order to remain undischarged or uncured at a period of sixty (60) days adjudicating it bankrupt or insolvent.

11. INSURANCE: Diamond shall obtain and pay for Workers' Compensation Insurance as required by law. In addition, Diamond shall obtain and pay for the following insurance coverage: (i) public liability insurance, including consumer's products liability up to $1,000,000.00 per person, (ii) bodily injury insurance, including consumer's products liability up to $5,000,000.00 per occurrence, (iii) property damage insurance up to $1,000,000.00 per occurrence, and (iv) dram shop liability insurance up to $500,000.00 per person and up to $2,000,000.00 per occurrence. Diamond shall furnish to West Valley City certificates of insurance indicating that such coverage is in effect, and shall name West Valley City and its employees, officials and agents as additional insureds.

Additionally, if the West Valley City Arena is damaged or destroyed and West Valley City receives monetary compensation for the damage or destruction of the West Valley City Arena, Diamond shall be entitled to claim its pro rata share of such compensation for any Diamond owned tenant improvements to the West Valley City Arena that are damaged or destroyed.

12. MISCELLANEOUS:

A. Notices: All notices shall be in writing, registered mail, postage prepaid, and addressed as follows:

(i) If to West Valley City:

West Valley City
Attn: City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119
Phone: (801) 963-3220
Fax: (801) 963-8455

With a copy to:

West Valley City
Attn: City Attorney
3600 Constitution Blvd.
West Valley City, 84119
Phone: (801) 963-3271
Fax: (801) 963-3366

(ii) If to Diamond:

Diamond Concessions of Utah
Jill Roberts, President
3200 South Decker Drive
West Valley City, Utah 84119
Phone: (801) 988-8830
Email: jroberts@diamondconcessions.com

With a copy to:

DG Elmore
Elmore Companies
304 W. Kirkwood Ave., Suite 100
Bloomington, IN 47404
Phone: (812) 322-0041
Email: dg.elmore@elmorecompanies.com

B. Entire Agreement; Governing Law: Relative to the subject matter contained herein, this Agreement contains the entire understanding between the parties; supersedes all prior agreements and understandings between them; and may

not be amended or modified except by a writing executed by the parties hereto. All questions with respect to the construction of this Agreement and the rights of the parties hereto shall be determined under and in accordance with the laws of the State of Utah.

C. Nature of Relationship: Nothing in this Agreement shall create a partnership, joint venture, trust, agency or other fiduciary relationship between West Valley City and Diamond. Each party hereunder shall be deemed independent of the other party and, due to such relationship, shall be responsible for its own action and shall hold the other harmless from any liability arising from the actions of it or its agents.

D. Attorney's Fees: If a legal action is initiated by any party to this Agreement against the other party arising out of or relating to the alleged performance or nonperformance of any right or obligation established hereunder, any and all fees, costs and expenses reasonably incurred by each successful party or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the obligation of and shall be paid or reimbursed by the unsuccessful party.

E. Assignment: No assignment shall occur unless it is consented to by the non-assigning party; such consent shall not be unreasonably withheld. An assignment shall not include any transfer by an owner or owners, so long as the estate or heirs of David G. Elmore and/or Donna F. Tuttle, directly or through affiliates, retain controlling interest in Diamond.

F. Waiver: The waiver by either party, or the failure by either party to claim a breach, of any provision of this Agreement shall not be construed or interpreted as a continuing waiver, a waiver of any subsequent breach or to affect in any way the effectiveness of such provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

West Valley City:

West Valley City

By: _____

Approved as to form 7/21/2026

Brandon Hill

Its: Mayor

ATTEST:

_____

[Name and Title]

Diamond:

Diamond Concessions of Utah, Inc.

By: Jill Roberts

Its:

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 13th day of July, 2026, personally appeared before me Jill Heather Roberts, who being by me duly sworn did say that he is that President of Diamond Concessions of Utah, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors or its bylaws, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Edwin D Perez
734612
My Commission Expires
12/13/2027
STATE OF UTAH

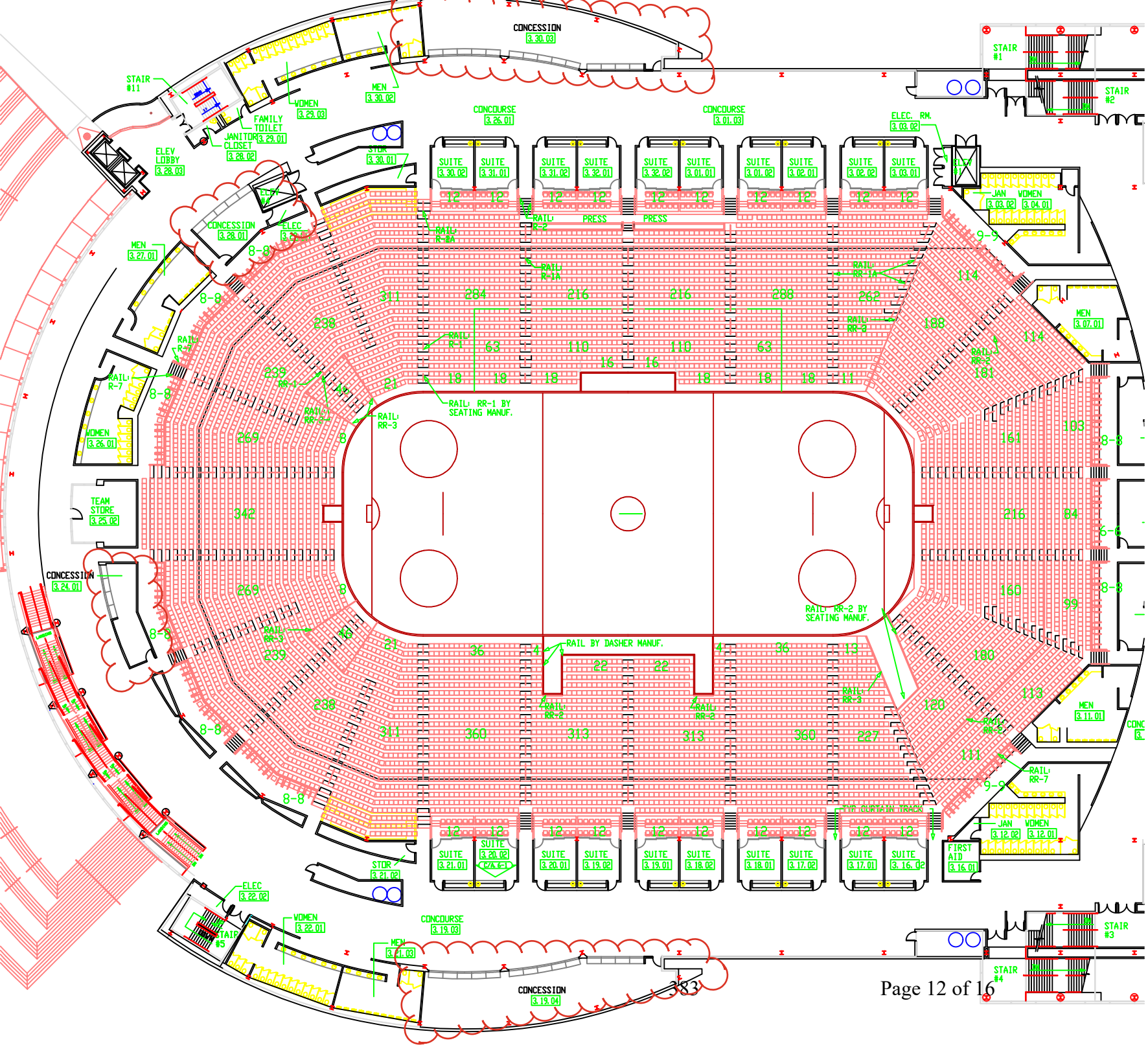
Edwin Perez

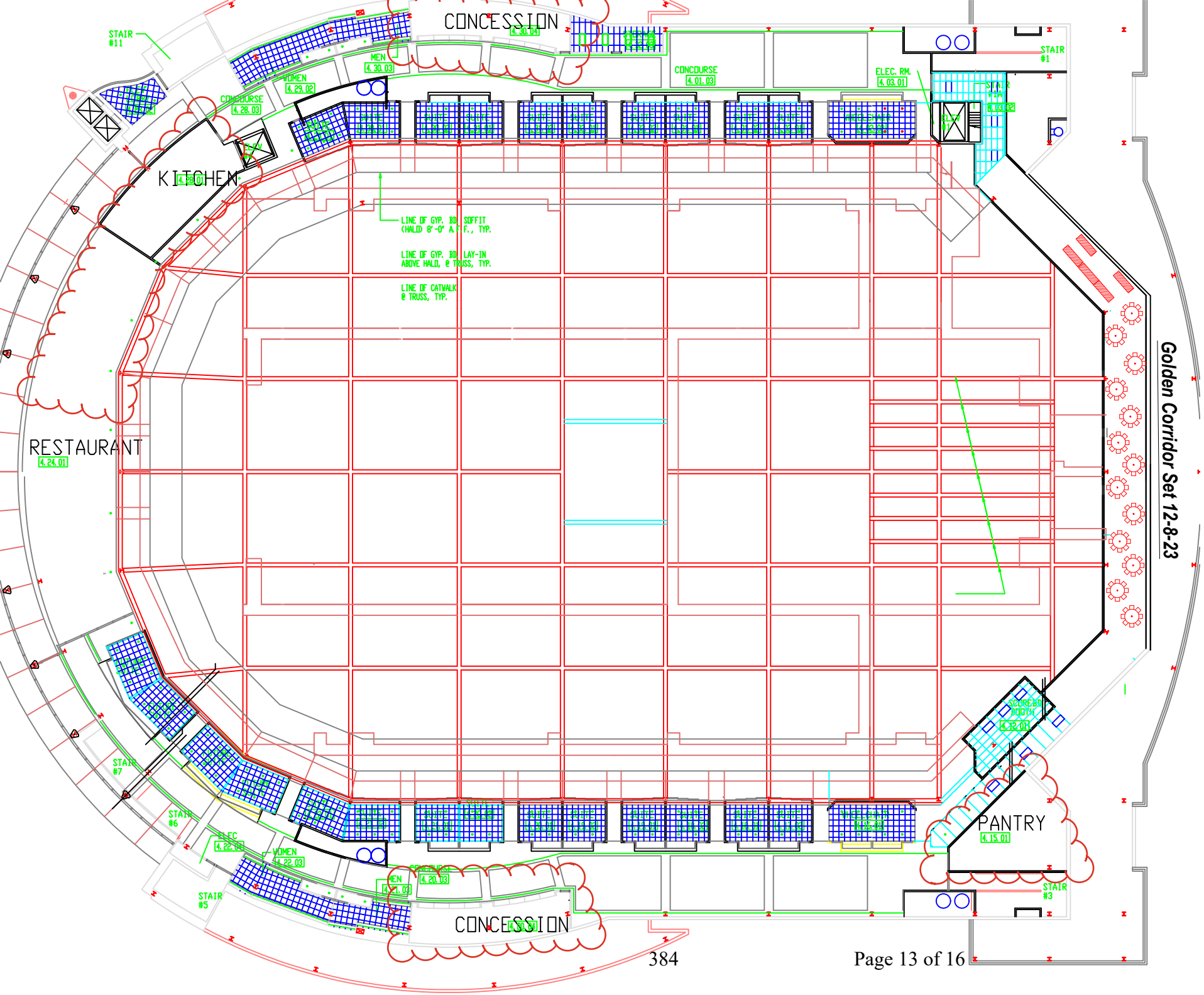
Notary Public

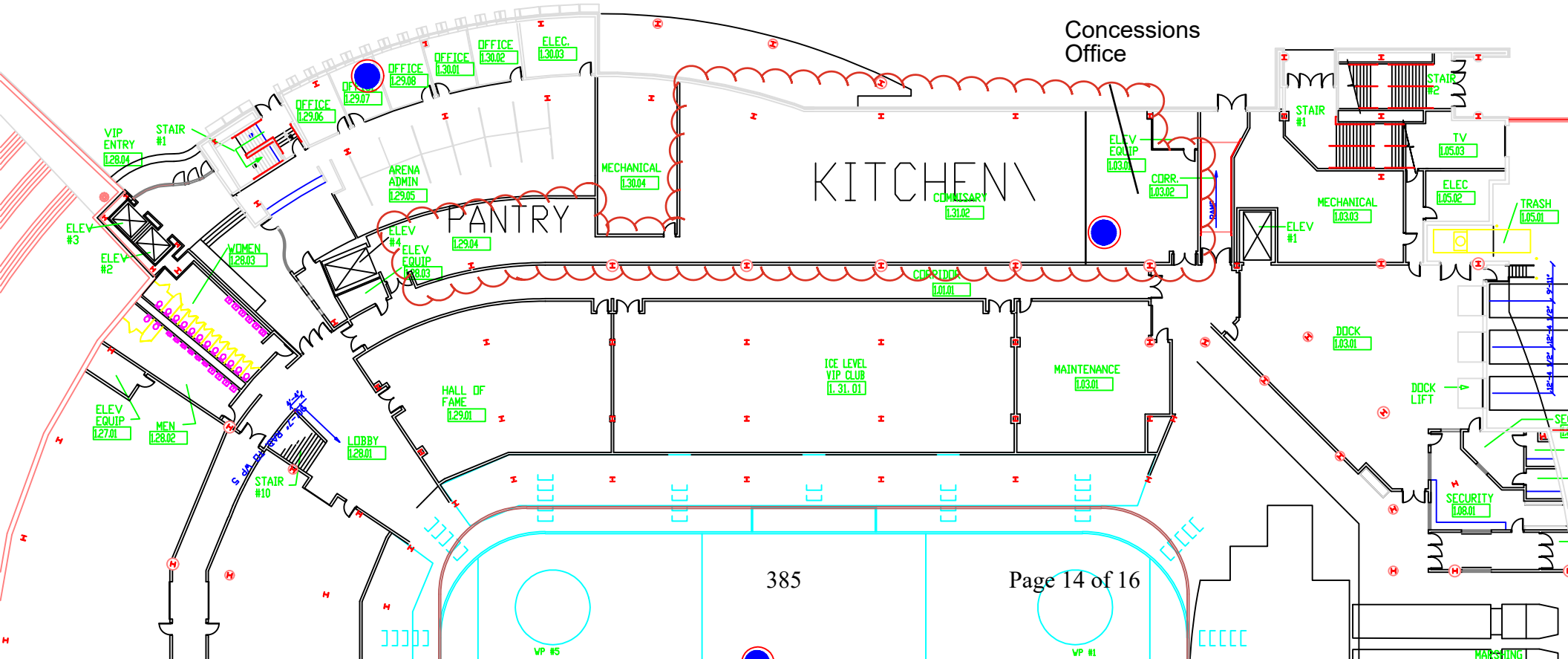
EXHIBIT A

Facility

[See attached]


CONCESSION
3.30.03
STAIR #1
STAIR #2
STAIR #11
MEN 3.30.02
WOMEN 3.29.03
FAMILY TOILET
JANITOR CLOSET 3.28.02
ELEV LOBBY 3.28.03
CONCOURSE 3.26.01
CONCOURSE 3.01.03
ELEC. RM. 3.03.02
STOR 3.30.01
SUITE 3.30.02
SUITE 3.31.01
SUITE 3.31.02
SUITE 3.32.01
SUITE 3.32.02
SUITE 3.01.01
SUITE 3.01.02
SUITE 3.02.01
SUITE 3.02.02
SUITE 3.03.01
ELEV
JAN 3.03.02
WOMEN 3.04.01
RAIL: R-2
PRESS
PRESS
RAIL: R-4A
RAIL: R-1A
RAIL: RR-1A
RAIL: RR-3
CONCESSION 3.28.01
ELEC 3.25.02
MEN 3.27.01
RAIL: R-1
RAIL: R-7
RAIL: R-4
RAIL: RR-4
RAIL: RR-1 BY SEATING MANUF.
RAIL: RR-3
WOMEN 3.26.01
TEAM STORE 3.25.02
CONCESSION 3.24.01
MEN 3.07.01
RAIL: RR-2
RAIL: RR-2 BY SEATING MANUF.
RAIL BY DASHER MANUF.
RAIL: RR-3
RAIL: RR-2
RAIL: RR-2
RAIL: RR-3
MEN 3.11.01
RAIL: RR-7
TYP CURTAIN TRACK
JAN 3.12.02
WOMEN 3.12.01
FIRST AID 3.16.01
STOR 3.21.02
ELEC 3.22.02
STAIR #5
WOMEN 3.22.01
CONCOURSE 3.19.03
MEN 3.21.03
CONCESSION 3.19.04
STAIR #3
STAIR #4


CONCESSION
4.30.04
STAIR #11
MEN 4.30.03
WOMEN 4.29.02
CONCOURSE 4.28.03
KITCHEN 4.28.01
ELEV.
CONCOURSE 4.01.03
ELEC. RM. 4.03.01
STAIR #1
LINE OF GYP. BD. SOFFIT (HALO) 8'-0" A.F.F., TYP.
LINE OF GYP. BD. LAY-IN ABOVE HALO, @ TRUSS, TYP.
LINE OF CATWALK @ TRUSS, TYP.
RESTAURANT 4.24.01
Golden Corridor Set 12-8-23
PANTRY 4.15.01
STAIR #7
STAIR #6
ELEC 4.22.05
WOMEN 4.22.03
MEN 4.21.03
STAIR #5
CONCESSION
4.30.05
STAIR #3


Concessions
Office
KITCHEN
PANTRY
MECHANICAL
ARENA ADMIN
OFFICE
ELEC.
VIP ENTRY
STAIR #1
ELEV #3
ELEV #2
WOMEN
ELEV #4
ELEV EQUIP
COMMISSARY
CORRIDOR
ELEV EQUIP
CORR.
ELEV #1
STAIR #2
TV
ELEC
TRASH
DOCK
DOCK LIFT
HALL OF FAME
ICE LEVEL VIP CLUB
MAINTENANCE
ELEV EQUIP
MEN
LOBBY
STAIR #10
SECURITY
WP #5
WP #1

WEST VALLEY CITY
www.wvc-ut.gov

MAVERIK CENTER F&B

Restated & Amended Diamond Concessions Of Utah, Inc Agreement

Maverik Center Food & Beverage (F&B)

- WVC and Diamond Concessions of Utah, Inc entered into an agreement dated June 11, 2002 for exclusive F&B rights at the arena
- WVC has renegotiated a new Restated & Amended Agreement:
  - Improved fee structure that will drive increased F&B revenue for WVC
  - Removal of all language referencing the Utah Grizzlies Hockey Club
  - Added a provision that permits WVC to grant exclusive arena F&B rights to the Olympic Committee for their usage
  - Other minor revisions that update the agreement