

**NOTICE OF JOINT REGULAR MEETING OF THE  
CITY COUNCIL AND THE PLANNING COMMISSION  
OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council and the Planning Commission of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 26, 2021 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

**1. Consent Calendar.**

- a. Consider approval of a settlement agreement to provide a reasonable accommodation for three sober living homes to be located at 649 East 160 South, 434 West 500 North, and 470 North 400 West allowing ten (10) residents to reside in each home.**

BACKGROUND and RECOMMENDATION: The city received a request from Aimee Gonzales asking for a reasonable accommodation for three sober living homes to be located at 649 E 160 S, 434 W 500 N, and 470 N 400 W. They asked for two homes to be allowed 10 residents each and one home to be allowed 13 residents. The city denied this request. They filed an appeal to the hearing officer. Prior to the hearing, a settlement was proposed to allow 10 residents in each house with terms and restrictions imposed by a settlement agreement. Staff recommends approval.

- b. Consider approval of a professional services agreement with JRCA Architects, Inc. for the architecture and engineering of a Facility Services warehouse to be located at the City's Red Hills Parkway campus.**

BACKGROUND and RECOMMENDATION: Due to the progress being made at Tech Ridge and the need to relocate Facility Services operations, staff is proposing to build a new warehouse adjacent to existing City facilities at the Red Hill Parkway campus. This warehouse will house the Facility Services Division and provide needed storage for several departments. Staff recommends approval in the amount of \$82,376.

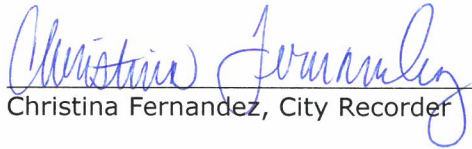
- c. Consider approval of a professional services agreement with JRCA Architects, Inc. for architectural and engineering services for the municipal center project.**

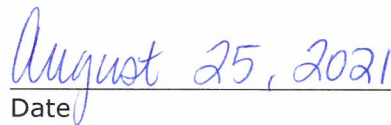
BACKGROUND and RECOMMENDATION: This agreement with JRCA includes the architectural and engineering design of city hall and a parking structure and a redesign of the existing city campus. Staff recommends approval in the amount of \$1,536,746.

d. **Consider approval of a contract and maintenance agreement to upgrade the Trane chiller at the Millcreek Generation Facility (MGF), unit 1.**

**BACKGROUND and RECOMMENDATION:** This request is for the upgrade of the existing chillers and maintenance contract for unit 1 of the Millcreek Generation Facility. The unit at the facility is 16 years old and an upgrade is required. This is a sole source item and is on the state contract #PD3140. Staff recommends approval in the amount of \$726,661.97.

2. **Discussion regarding the General Plan and Downtown Master Plan.**
3. **Appointments to boards and commissions of the City.**
4. **Reports from Mayor, Councilmembers, and City Manager.**
5. **Request a closed session.**

  
Christina Fernandez, City Recorder

  
Date

**REASONABLE ACCOMMODATION:** The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the Human Resources office at 627-4674, at least 24 hours in advance if you have special needs.

DRAFT

Agenda Item Number : 1a

## Request For Council Action

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**Date**

08/18/2021 09:00 AM

**Submitted**

**Proposed**

**City Council** 08/26/2021

**Date**

**Applicant** Paula Houston

**Subject** Consider approval of a settlement agreement to provide a reasonable accommodation for three sober living homes to be located at 649 E 160 S, 434 W 500 N, and 470 N 400 W allowing 10 residents to reside in each home.

**Background** The city received a request from Aimee Gonzales asking for a reasonable accommodation for three sober living homes to be located at 649 E 160 S, 434 W 500 N, and 470 N 400 W. They asked for two homes to be allowed 10 residents each and one home to be allowed 13 residents. The city denied this request. They filed an appeal to the hearing officer. Prior to the hearing, a settlement was proposed to allow 10 residents in each house with terms and restrictions imposed by a settlement agreement.

**Proposed** Staff recommend approval of the settlement agreement to allow 10 residents in each

**Resolution** residence.

**Cost** \$

**Action**

**Taken**

**Requested**

Paula Houston

**by**

**File**

reasonableaccommodationandsettlementagreementexecutedbyjonaimée081821090017.pdf

**Attachments**

**Approved by**

**Legal** Yes

**Department?**

**Approved by**

**City Admin** NA

**Services?**

**Approved in**

N/A **Amount:**

**Budget?**



# REASONABLE ACCOMMODATION & SETTLEMENT AGREEMENT

by and between

Jonathan and Aimee Gonzales  
*(collectively “Gonzales” and also the “Accommodated Party”)*

and

The City of St. George,  
*a Utah municipality and political subdivision of the State of Utah (“City”)*

# Reasonable Accommodation & Settlement Agreement

The Parties hereto and all of their members and shareholders, all of their past, present and future officers and directors, trustees, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and/or successors in interest and assigns, any and all persons or entities claiming by, through or under them, and all entities in which the foregoing hold any ownership interest, enter into this Reasonable Accommodation and Settlement Agreement (this “Agreement”) effective as of the date of the last dated signature appearing below.

## RECITALS

A. On or about November 22, 2019, Gonzales filled out and filed with the City a Rental Dwelling Business License Application seeking licensing approval for rentals at the following three properties owned by them (collectively, the “**Properties**”):

| Address          |
|------------------|
| 649 E. 160 South |
| 434 W. 500 North |
| 470 N. 400 West  |

B. The Properties were recently acquired by Gonazles from a property owner who purported to operate sober living homes or Oxford Houses (“SLH”) at the Properties with a resident census of up to 10 residents for a number of years with the full knowledge and licensing consent of the City.

C. The City denies that it ever approved or licensed such facilities or such a census at the Properties. Gonzales is currently operating at the resident censuses Gonzales inherited from the prior owner of the Properties.

D. The 400 West and 500 North properties are in the City’s Residential Central City (RCC) zone. The 160 South property is in the City’s Planned Development Residential (PDR) zone. Both zones allow only four or fewer unrelated individuals to occupy each single family dwelling unit. See City Code §§ 10-2-1 (definition of “family”), 10-7E-1, and 10-7F-1.

E. On or about November 27, 2019, Gonzales asked the City for a reasonable accommodation from the City Code so that Gonzales could operate a SLH at each of the Properties for persons recovering from drug and alcohol addiction. Specifically, Gonzales requested an increase in the number of unrelated occupants allowed to dwell at each residence (the “census”), as follows:

| Address | Number of Occupants |
|---------|---------------------|
|---------|---------------------|

|                  |    |
|------------------|----|
| 649 E. 160 South | 10 |
| 434 W. 500 North | 10 |
| 470 N. 400 West  | 13 |

F. The City denied Gonzales's request on June 11, 2020.

G. On or about July 28, 2020, Gonzales filed an appeal of the City's decision.

H. Thereafter the matter was scheduled for a hearing and, prior to the hearing, the Parties submitted supplemental briefing and exhibits in support of their respective positions.

I. During the briefing, the Parties realized that there were a number of areas of agreement between them and began discussing a potential resolution of the disputed issues between them.

J. The parties to this Agreement desire that their disputes, the Gonzales appeal, and any potential litigation arising out of the Gonzales's application be resolved in order to avoid the cost and expense of further proceedings and future litigation and appeals.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **I.**

### **FINDINGS OF NECESSITY/REASONABLENESS**

The parties stipulate and agree as follows:

- A. Gonzales will operate a SLH at each of the Properties.
- B. The residents that will live in the SLH at each of the Properties will have a "handicap" within the meaning of the federal Fair Housing Act (FHA), 42 U.S.C.A. § 3602(h), and 24 C.F.R. § 100.201(a)(2). They will each have a qualifying "disability" as defined in Title of the federal Americans with Disabilities Act (ADA), 42 U.S.C. § 12131(2).
- C. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented, the Gonzales application and materials submitted on appeal provided substantial evidence that the handicaps or disabilities of their residents necessitate that each of the residents share a bedroom to, among other things, avoid loneliness and isolation that leads to relapse.

- D. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented, the Gonzales application and materials submitted on appeal demonstrated that the only housing opportunity that those without disabilities *automatically* enjoy is the “FAMILY.C” housing opportunity— “[a] group of not more than four (4) persons, who need not be immediate family members, living together as a single housekeeping unit in a dwelling unit[.]” City Code § 10-2-1.FAMILY.C.
- E. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented, the Gonzales application and materials submitted on appeal demonstrated that to have the *same* housing opportunity that non-addicted (non-handicapped) persons automatically enjoy and take for granted—a four-person, four-bedroom housing opportunity—the four-person census would need to be doubled to 8 persons so that the residents can avoid isolation and take advantage of the same four-bedroom, four-person housing opportunity that is available to the non-handicapped.
- F. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented, an accommodation of 8 residents at each of the Properties would not impose an undue financial or administrative burden on the City.
- G. Under the unique circumstances and facts of this case, based upon the entirety of the record and specific evidence presented, an accommodation allowing 8 unrelated residents to dwell at each of the Properties would not require a fundamental alteration in the nature of the City’s land use or building programs for these particular Properties, these particular homes, and these particular neighborhoods.
- H. This Agreement is not intended to generally waive the applicability of the City’s General Plan, its zoning and building regulations, for any other person or entity that is not a party to this Agreement or any future SLH owner or operator.

## II.

### ACCOMMODATION

The City hereby grants the Gonzales/Accommodated Parties a reasonable accommodation to house up to 8 residents with qualifying handicaps or disabilities to reside in a SLH at each of the Properties, effective immediately upon execution of this Agreement, subject to the terms and conditions of this Agreement (the “Accommodation”). This Accommodation includes a transition period so that the Gonzales/Accommodated Parties can bring each of the Properties into compliance with this Accommodation without having to immediately evict/remove any current tenants. The Gonzales/Accommodated Parties shall provide the City business license official with a census report and tenant roster for each of the Properties within ten (10) days of the execution of this Agreement and,

thereafter, on a semi-annual basis, a census and tenant roster for each of the Properties until, through natural attrition and/or tenant departures, the Gonzales/Accommodated Parties have achieved the authorized census for each of the Properties of 8 residents per residence (the “Authorized Transition Period”). The Gonzalez Accommodated Parties shall also provide the City business license official with a census report and/or tenant roster upon request from the City. In no event shall the Authorized Transition Period exceed two (2) years from the date of execution of this Agreement. And, during the Authorized Transition Period, the Gonzales/Accommodated Parties shall use good faith efforts to work towards achieving the authorized census of 8 residents per Property by, among other things, not replacing excess tenants when a tenant vacates. The Parties agree that this Accommodation is reasonable in all material respects and satisfies the requirements of federal and state law.

### **III.**

#### **CONDITIONS**

The rights of the Accommodated Parties to receive a waiver of the four-person census limitation for unrelated persons in a dwelling (*see* City Code §§ 10-2-1 (definition of “family”), 10-7E-1, and 10-7F-1) are expressly conditioned upon and subject to their agreement to and compliance with the following Conditions:

- A. The Accommodated Parties shall provide the City with a list of its current residents at each of the Properties at the end of the Authorized Transition Period and certify to the City, in a signed declaration under penalty of perjury, that no more than 8 residents reside at each of the Properties. The Accommodated Parties’ failure to so certify its current censuses at the end of the Authorized Transition Period shall be a material default of this Agreement and shall automatically terminate the Accommodation granted to the Accommodated Parties herein.
- B. Where possible, the Accommodate Parties shall cause the residents to park their vehicles off the street and shall otherwise cause the residents to comply with and enforce the City’s off street parking rules and regulations.
- C. The Accommodated Parties shall not make housing available to any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others, under a standard of reasonable foreseeability. Housing provided by the Accommodated Parties shall not include in-house treatment or residential treatment or any other use than the use permitted herein. Accommodated Parties shall not make housing available to persons who are violent, who are not voluntarily residing therein, or who are residing therein as a part of or in lieu of confinement, rehabilitation or treatment in a correctional facility. No individual who has impairment due to addiction to any controlled substance or alcohol to the knowledge of the Accommodated Parties, and currently uses such controlled substance or alcohol, will be a resident.

- D. With the exception of the Accommodations set forth in this Agreement, the Accommodated Parties shall comply with all applicable provisions of the City Code, including, without limitation, its zoning ordinances and all applicable building and safety codes.
- E. The Accommodated Parties shall not petition the City or any other entity, court or tribunal to increase the number of residents housed at the Properties, or to expand the facilities, or to operate similar facilities within the same neighborhood(s) as the Properties as such additional censuses and/or facilities may fundamentally alter the residential character of the respective neighborhoods and may fundamentally alter the nature and intent of the City's General Plan, zoning laws, and zoning scheme.
- F. The Accommodation granted to Gonzales is personal to Gonzales, nontransferable, and does not run with the land or the Properties.
- G. The Accommodation granted to Gonzales shall terminate as to a Property if and when Gonzales terminates its operation of a SLH at the Property for any reason not precipitated by a force majeure.
- H. The Parties shall, upon execution of this Agreement, cause the Gonzales appeal to be dismissed, with prejudice, upon the merits, with each party bearing their own costs and attorney fees.

#### IV.

#### RELEASE OF CLAIMS & SETTLEMENT

- A. In consideration of the Accommodation granted by the City, the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby release and forever discharge each other, including any John or Jane Does, from any and all past, present or future claims whatsoever, whether for direct or for vicarious liability, for any damages, punitive or actual, for discrimination, for personal or other injuries which the parties have, or claim to have, for or in any manner arising out of the Parties' prior dealings with one another with respect to the Accommodated Parties' reasonable accommodation application, their appeal, and/or the Properties. This Agreement shall be a fully binding and complete settlement among all parties to this Agreement. This Agreement is entered into in lieu of litigating the action.
- B. The Accommodated Parties covenant and warrant that they have not and will not file or cause to be filed any lawsuit or complaint in any jurisdiction, or make any claim or demand against the City for any injuries or damages sustained in or in any way connected to the Accommodated Parties' reasonable accommodation application, their appeal, and/or the Properties.

V.

**GENERAL PROVISIONS**

- A. This Agreement will not limit the future exercise of the powers of the City to enact standards or rules regulating similar facilities within the City, which powers are hereby expressly reserved.
- B. Unless otherwise provided in this Agreement, the Accommodated Parties expressly acknowledge that nothing in this Agreement will be deemed to relieve them from their obligations to comply with all applicable requirements of the City for approval of an annual rental license, site plans, the payment of unpaid dues or fees, the approval of building plans and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City.
- C. The City has the right to enforce the terms of this Agreement without fear of reprisal or suit by the Accommodated Parties claiming that enforcement of the terms of this Agreement constitute unlawful or actionable discrimination. The Accommodated Parties shall not claim and do hereby waive the right to claim or assert that the City's enforcement of the terms of this Agreement violate the Fair Housing Act, ADA, Rehabilitation Act, the Utah Fair Housing Act, 42 U.S.C. § 1983, or any other similar discrimination statutes or laws.
- D. The violation of this Agreement by the Accommodated Parties with regard to the approved and authorized resident census shall be of the same nature and have the same force and effect as a zoning violation or building code violation, as the case may be, and the City may enforce or seek remedies for any and all such violations as are available at law or in equity, including, without limitation, by seeking sanctions, fines, monetary penalties, temporary restraining orders, injunctions and all other rights and remedies as are set forth in the City Code and as are available under the laws of the State of Utah.
- E. The Accommodated Parties' rights under this Agreement shall automatically terminate or be terminated upon the occurrence of any of the following:
  - 1. Persons with disabilities or handicaps no longer reside at the Properties and operations have ceased for any reason not precipitated by a force majeure.
  - 2. The Accommodated Parties cease to operate a SLH at the Property/Properties and operations have ceased for any reason not precipitated by a force majeure.
  - 3. The Accommodated Parties or their residents use the Property/Properties in a manner that constitutes a nuisance.

4. The Accommodated Parties materially violate this Agreement. Prior to the termination of this Agreement the City agrees to provide Gonzales notice of any violation of this Agreement and to give Gonzales/Accommodated Parties thirty (30) days from the date of the notice to cure the violation or such other period as may be objectively reasonable and necessary to cure said violation, provided the Gonzales/Accommodated Parties have commenced good faith efforts to cure the notice of violation within the 30-day notice of violation period, and further provided that such period shall not, in any event, exceed six (6) months. Termination of this Agreement and the Accommodation shall become effective and permanent if the Accommodated Parties have failed to remedy the default(s) within the cure period described above.

- F. In the event of a termination of the Accommodated Parties' rights under this Agreement pursuant to the foregoing subsection, the Accommodated Parties shall lose the right to house 8 residents at the Properties, all then-current City Code provisions and zoning laws with regard to resident census shall take effect and shall apply to the Properties as if no Accommodation had been made, and all other terms and conditions of this Agreement shall remain in full force and effect.
- G. The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein and are a material part of the Agreement.
- H. The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" are mandatory; "may" is permissive.
- I. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.
- J. This Agreement has been reviewed and revised by legal counsel for the Accommodated Parties and the City, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Agreement.
- K. Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.
- L. In the event of any dispute relating to a breach of this Agreement, the prevailing party shall be entitled to collect from the other party all reasonable costs and attorneys' fees incurred by the prevailing party in connection with such dispute.
- M. Any notice, demand or document which any party is required to give under the terms of this Agreement shall be in writing, and may be personally delivered or

delivered by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), or by email addressed as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>If to the City to:</p> <p>Paula Houston, Esq.<br/>Deputy City Attorney<br/>City of St. George<br/>175 East 200 North<br/>St. George, Utah 84770<br/>Via Email:<br/><a href="mailto:paula.houston@sgcity.org">paula.houston@sgcity.org</a></p> <p>With a copy to:</p> <p>Daniel J. McDonald<br/>P.O. Box 1184<br/>Pleasant Grove, Utah 84062<br/>Via Email:<br/><a href="mailto:dan@mcdonaldfielding.com">dan@mcdonaldfielding.com</a></p> | <p>If to Accommodated Parties to:</p> <p>Aimee &amp; Jonathan Gonzales<br/>2810 East 150 North<br/>St. George, Utah 84790<br/>Via Email:<br/><a href="mailto:aimee1177@hotmail.com">aimee1177@hotmail.com</a></p> <p>With a copy to:</p> <p>HEATH H. SNOW, ESQ<br/>BINGHAM SNOW &amp;<br/>CALDWELL, LLP<br/>253 West St. George Blvd., Suite<br/>100<br/>Saint George, Utah 84770<br/>Via Email:<br/><a href="mailto:heath@binghamsnow.com">heath@binghamsnow.com</a></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- N. This Agreement is made and entered into in the State of Utah and shall in all respects be interpreted, enforced, and governed by the laws of the State of Utah. Any action to enforce this Agreement must be brought in a Utah court of competent jurisdiction and the Parties consent to jurisdiction in the State of Utah.
- O. This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the Parties except as herein expressly set forth.
- P. The Parties acknowledge that they have had an opportunity to review this Agreement with their respective attorneys.
- Q. This Agreement shall be binding upon the Parties' authorized successors and assigns, if any.

**IN WITNESS WHEREOF**, this Agreement has been executed by JONATHAN AND AIMEE GONZALES and THE CITY OF ST. GEORGE, UTAH effective as of the date of the last dated signature appearing below.

**CITY OF ST. GEORGE,**  
**a Utah municipal corporation**

**ACCOMMODATED PARTIES**

IN WITNESS WHEREOF, this Agreement has been executed by JONATHAN AND AIMEE GONZALES and THE CITY OF ST. GEORGE, UTAH effective as of the date of the last dated signature appearing below.

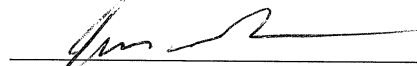
**CITY OF ST. GEORGE,**  
**a Utah municipal corporation**

By: \_\_\_\_\_

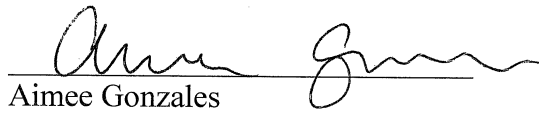
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCOMMODATED PARTIES**

  
Jonathan Gonzales

Date: 8-2-2021

  
Aimee Gonzales

Date: 8-2-2021

DRAFT

Agenda Item Number : 1b

## Request For Council Action

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**Date Submitted** 08/25/2021 12:23 PM

**Proposed City Council  
Date** 08/26/2021

**Applicant** Marc Mortensen

**Subject** Consider approval of a professional services agreement with JRCA Architects, Inc. for the architecture and engineering of a Facility Services warehouse to be located at the City's Red Hills Parkway campus.

**Background** Due to the progress being made at Tech Ridge and the need to relocate Facility Services operations, staff is proposing to build a new warehouse adjacent to existing City facilities at the Red Hill Parkway campus. This warehouse will house the Facility Services Division and provide needed storage for several departments.

**Proposed Resolution** Staff recommends approval

**Cost** \$82,376

**Action Taken**

**Requested by** Marc Mortensen

**File Attachments** budgetpageforstgeorgecityfacilitiesofficewarehouse-jrcaarchitects1082521122330.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** Yes **Amount:** 1,250,000

# St. George City Facilities Depart Office/Warehouse

## Conceptual Budget Estimate

June 7,2021

Gross Building Shell

12,000 S.F.

Office/Support Area Within Pre-engineered Building

2,400 S.F.

|                                      | Quantity   | Rate             | Sub-Total  |                    | Comments                                                     |
|--------------------------------------|------------|------------------|------------|--------------------|--------------------------------------------------------------|
| Demolition                           |            |                  | \$ -       | \$ -               | Completed Separate Contract                                  |
| Earthwork                            |            |                  |            |                    |                                                              |
| Building Excavation/Grading          | 12000 S.F. | \$ 4.50 /S.F.    | \$ 54,000  |                    |                                                              |
| Site - Adjacent to Building          | 2400 S.F.  | \$ 7.50 /S.F.    | \$ 18,000  |                    |                                                              |
| Site - Frontage                      | 4800 S.F.  | \$ 7.50 /S.F.    | \$ 36,000  | \$ 108,000         | Delete Existing Approach<br>Landscaping by City              |
| Utilities                            |            |                  |            |                    |                                                              |
| Sewer and Water                      | 1 All.     | \$40,000.00 L.S. | \$ 40,000  | \$ 40,000          | Avaiable on site?                                            |
| Pre-Engineered Metal Building        |            |                  |            |                    |                                                              |
| Bldg Concrete                        | 12000 S.F. | \$ 16.00 /S.F.   | \$ 192,000 |                    |                                                              |
| Bldg Retaining Walls                 | 230 L.F.   | \$ 120.00 /L.F.  | \$ 27,600  |                    |                                                              |
| Fire Rated Ext. Walls—3 sides        | 0 L.F.     | \$ 120.00 /L.F.  | \$ -       |                    | North and West Sides<br>Not Required                         |
| Pre-Engineered Bldg.                 | 12000 S.F. | \$ 30.00 /S.F.   | \$ 360,000 |                    | Including Insulation                                         |
| OH Doors/Man Doors/Windows           | 12000 S.F. | \$ 3.50 /S.F.    | \$ 42,000  |                    |                                                              |
| Erect Bldg.                          | 12000 S.F. | \$ 10.00 /S.F.   | \$ 120,000 | \$ 741,600         |                                                              |
| Interior Framming and Finishes       |            |                  |            |                    |                                                              |
| Office and Support Space             | 2400 S.F.  | \$ 75.00 /S.F.   | \$ 180,000 |                    | 2 Levels within Main Bldg.                                   |
| Sheathing Interior of Ex. Walls      | 3000 S.F.  | \$ 5.00 /S.F.    | \$ 15,000  | \$ 195,000         | Sheathing to 8' on Ext. Walls                                |
| Mechanical                           |            |                  |            |                    |                                                              |
| Plumbing                             | 2400 S.F.  | \$ 14.00 /S.F.   | \$ 33,600  |                    |                                                              |
| HVAC                                 | 2400 S.F.  | \$ 16.00 /S.F.   | \$ 38,400  |                    |                                                              |
| Fire Protection(If Required)         | 0 S.F.     | \$ 3.50 /S.F.    | \$ -       | \$ 72,000          | FS may not be req'd. by IBC<br>Depending on materials stored |
| Electrical                           |            |                  |            |                    |                                                              |
| Power and Lighting                   | 12000 S.F. | \$ 7.50 /S.F.    | \$ 90,000  |                    |                                                              |
| Data/IT                              | 2400 S.F.  | \$ - /S.F.       | \$ -       | \$ 90,000          | Data/IT By City                                              |
| <b>Estimated Construction Cost</b>   |            |                  |            | <b>\$1,246,600</b> |                                                              |
| Additional Project Soft Costs        |            |                  |            |                    |                                                              |
| Owner's Contingency                  |            | 5.00%            |            | \$ 62,330          |                                                              |
| Base A-E Fees                        |            |                  |            |                    |                                                              |
| Structural                           | BHB        |                  | \$ 6,600   |                    |                                                              |
| Mechanical                           | VBFA       |                  | \$ 7,500   |                    |                                                              |
| Electrical                           | BNA        |                  | \$ 8,500   |                    |                                                              |
| Civil                                | Galloway   |                  | \$ 12,000  |                    |                                                              |
| Cost Estimating                      | CCC        |                  | \$ 1,200   |                    |                                                              |
| Landscape Architecture               |            |                  | \$ -       |                    |                                                              |
| Architectural                        | JRCA       |                  | \$ 42,736  | \$ 78,536          | By City                                                      |
| FF&E                                 | 2400 S.F.  | \$ 16.00 /S.F.   |            | \$ 38,400          | Assumes Some Reuse of Existing                               |
| FF&E Design Fees                     | JRCA       |                  |            | \$ 3,840           |                                                              |
| Survey                               | Galloway   |                  |            | \$ 5,200           |                                                              |
| Geotechnical Investigations          | AGEC       |                  |            | \$ 3,200           |                                                              |
| Flow Test (If Required)              |            |                  |            | \$ -               | If Fire Sprinklered                                          |
| Moving Costs                         |            |                  |            | \$ -               |                                                              |
| <b>Estimated Project Soft Costs</b>  |            |                  |            | <b>\$ 191,506</b>  |                                                              |
| <b>Total Estimated Project Costs</b> |            |                  |            | <b>\$1,438,106</b> |                                                              |

DRAFT

Agenda Item Number : 1c

## Request For Council Action

---

**Date Submitted** 08/25/2021 12:11 PM

**Proposed City Council  
Date** 08/26/2021

**Applicant** Marc Mortensen

**Subject** Consider approval of a professional services agreement with JRCA Architects, Inc. for architectural and engineering services for the municipal center project.

**Background** This agreement with JRCA includes the architectural and engineering design of city hall and a parking structure and a redesign of the existing city campus.

**Proposed Resolution** Staff recommends approval

**Cost** \$1,536,746

**Action Taken**

**Requested by** Marc Mortensen

**File Attachments** 2021082521121103.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** N/A **Amount:**

## St. George Municipal Center Improvements

### Construction Cost and A/E Fee Estimate

~~April 7, 2021~~

Revised June 2, 2021

#### Phase One/New City Hall and Parking Structure Estimated Cost

##### Phase One Construction Costs

|                                                 |             |    |                  |    |            |                                 |
|-------------------------------------------------|-------------|----|------------------|----|------------|---------------------------------|
| New City Hall Building                          | 43,500 S.F. | \$ | 300.00 /S.F.     | \$ | 13,050,000 |                                 |
| Sustainability Upgrades                         | 40,000 S.F. | \$ | 20.00 /S.F.      | \$ | 800,000    | LEED (Silver?)                  |
| Site Work Immediately Adjacent To New City Hall | 21,780 S.F. | \$ | 7.50 /S.F.       | \$ | 163,350    | 1/2 Acre Est. Landscape By City |
| Parking Structure                               | 400 Spaces  | \$ | 18,000.00 /Space | \$ | 7,200,000  |                                 |
| Estimated Construction Costs                    |             |    |                  | \$ | 21,213,350 |                                 |

##### Phase One Additional Project Costs

|                                                 |             |    |             |    |           |           |
|-------------------------------------------------|-------------|----|-------------|----|-----------|-----------|
| Owner's Design/Construction Contingency         | 5.00%       |    |             | \$ | 1,060,668 |           |
| Architecture/Engineering Fees City Hall         | 6.00%       |    |             | \$ | 840,801   |           |
| Architecture/Engineering Fees Parking Structure | 5.00%       |    |             | \$ | 360,000   |           |
| FF&E                                            | 40,000 S.F. | \$ | 18.00 /S.F. | \$ | 720,000   |           |
| FF&E Design Fees                                | 8.00%       |    |             | \$ | 57,600    |           |
| Survey                                          |             |    |             | \$ | 4,500     | Allowance |
| Geotechnical Investigations                     |             |    |             | \$ | 6,500     | Allowance |
| Phase One Environmental Study                   |             |    |             | \$ | 3,000     | Allowance |
| Estimated Additional Project Costs              |             |    |             | \$ | 3,053,069 |           |

**Total Phase One/New City Hall and Parking Structure Estimated Project Cost** **\$ 24,266,419**

#### Phase 2A/2B - Remodel Of Existing City Hall Building

##### Phase 2A/2B Construction Costs

|                                                                                      |             |    |             |    |           |           |
|--------------------------------------------------------------------------------------|-------------|----|-------------|----|-----------|-----------|
| Existing City Hall Remodel                                                           |             |    |             |    |           |           |
| Main Level                                                                           | 17,215 S.F. | \$ | 65.00 /S.F. | \$ | 1,118,975 |           |
| Lower Level                                                                          | 16,850 S.F. | \$ | 65.00 /S.F. | \$ | 1,095,250 |           |
| Limited Adjacent Site Upgrades                                                       |             |    |             | \$ | 30,000    | Allowance |
| Limited Adjacent Landscaping                                                         |             |    |             | \$ | -         | By City   |
| Total Phase Two and Three - Remodel Of Existing City Hall Building Construction Cost |             |    |             | \$ | 2,244,225 |           |

##### Phase 2A/2B Additional Project Costs

|                                         |             |    |            |    |         |                   |
|-----------------------------------------|-------------|----|------------|----|---------|-------------------|
| Owner's Design/Construction Contingency | 5.00%       |    |            | \$ | 112,211 |                   |
| Architecture/Engineering Fees City Hall | 7.00%       |    |            | \$ | 157,096 |                   |
| FF&E                                    | 34,065 S.F. | \$ | 8.00 /S.F. | \$ | 272,520 | Assume Some Reuse |
| FF&E Design Fees                        | 8.00%       |    |            | \$ | 21,802  |                   |
| Survey                                  |             |    |            | \$ | -       | Not Req'd.        |
| Geotechnical Investigations             |             |    |            | \$ | -       | Not Req'd.        |
| Phase One Environmental Study           |             |    |            | \$ | -       | Not Req'd.        |
| Estimated Additional Project Costs      |             |    |            | \$ | 563,629 |                   |

**Total Phase 2A/2B - Remodel Of Existing City Hall Building Project Cost** **\$ 2,807,854**

| Phase 3 - Remodel Of Existing Police Headquarters Building               |                   |               |                         |               |                           |
|--------------------------------------------------------------------------|-------------------|---------------|-------------------------|---------------|---------------------------|
| Phase 3 Construction Costs                                               |                   |               |                         |               |                           |
| Existing Police Headquarters Remodel                                     |                   |               |                         |               |                           |
| Main Level                                                               | 8,650 S.F.        | \$            | 65.00 /S.F.             | \$            | 562,250                   |
| Lower Level                                                              | 8,650 S.F.        | \$            | 65.00 /S.F.             | \$            | 562,250                   |
| Sally-Port Addition                                                      | 720 S.F.          | \$            | 150.00 /S.F.            | \$            | 108,000                   |
| <del>Main Entry/Training Room Addition</del>                             | <del>0 S.F.</del> | <del>\$</del> | <del>300.00 /S.F.</del> | <del>\$</del> | <del>-</del>              |
| Limited Adjacent Site Upgrades                                           |                   |               |                         | \$            | 30,000 Allowance          |
| Limited Adjacent Landscaping                                             |                   |               |                         | \$            | - By City                 |
| Total Phase 3 - Remodel Of Existing City Hall Building Construction Cost |                   |               |                         | \$            | 1,262,500                 |
| Phase 3 Additional Project Costs                                         |                   |               |                         |               |                           |
| Owner's Design/Construction Contingency                                  | 5.00%             |               |                         | \$            | 63,125                    |
| Architecture/Engineering Fees Police Building                            | 7.00%             |               |                         | \$            | 88,375                    |
| FF&E                                                                     | 17,300 S.F.       | \$            | 8.00 /S.F.              | \$            | 138,400 Assume Some Reuse |
| FF&E Design Fees                                                         | 8.00%             |               |                         | \$            | 11,072                    |
| Survey                                                                   |                   |               |                         | \$            | - Previously Completed    |
| Geotechnical Investigations                                              |                   |               |                         | \$            | - Previously Completed    |
| Phase One Environmental Study                                            |                   |               |                         | \$            | - Not Req'd.              |
| Estimated Additional Project Costs                                       |                   |               |                         | \$            | 300,972                   |
| Total Phase 3 - Remodel Of Existing City Hall Building Project Cost      |                   |               |                         | \$            | 1,563,472                 |
| Total Project Costs - All Phases                                         |                   |               |                         | \$            | 28,637,744                |

DRAFT

Agenda Item Number : 1d

## Request For Council Action

---

**Date Submitted** 08/25/2021 11:02 AM

**Proposed City Council  
Date** 08/26/2021

**Applicant** Laurie Mangum

**Subject** Consider approval of a contract and maintenance agreement to upgrade the Trane chiller at the Millcreek Generation Facility (MGF), unit 1.

**Background** This request is for the upgrade of the existing chillers and maintenance contract for unit 1 of the Millcreek Generation Facility. The unit at the facility is 16 years old and an upgrade is required. This is a sole source item and is on the state contract #PD3140.

**Proposed Resolution** Staff recommends approval.

**Cost** \$726,661.97

**Action Taken**

**Requested by** Rene Fleming

**File Attachments** tranechillerrenewalproject082521110853.pdf

**Approved by Legal** Yes

**Department?**

**Approved by City Admin  
Services?** NA

**Approved in Budget?** Yes **Amount:** 725000

|                                                                                                                   |                                     |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| DATE<br><b>08/12/2021</b>                                                                                         | REQUESTED BY:<br><b>Brad Burner</b> |
| DEPARTMENT<br><b>Energy Services</b>                                                                              | DIVISION<br><b>Generation</b>       |
| VENDOR<br><b>Trane US Inc.<br/>2817 South 1030 West<br/>Salt Lake City, Utah<br/>84119</b>                        |                                     |
| VENDOR #<br><b>PD3140</b>                                                                                         |                                     |
| SHIP TO / LOCATION<br><b>Millcreek Generation Facility<br/>3232 East 170 North<br/>St. George, Utah<br/>84790</b> |                                     |

**PROCUREMENT TYPE:**

- ☐ 3 QUOTES (ATTACHED)  
☐ FORMAL BID # \_\_\_\_\_  
☒ STATE CONTRACT # **PD3140**  
☐ EMERGENCY: FORM ATTACHED  
☐ SOLE SOURCE: FORM ATTACHED  
☐ O.E.M. ITEM  
☐ CONTRACTED SOFTWARE SUPPORT FEE  
☐ REQUIRED TRAVEL / TRAINING  
☐ CITY SPONSORED EVENT  
☐ PROFESSIONAL SERVICE (PSA ATTACHED)  
☐ OTHER (MUST EXPLAIN): \_\_\_\_\_

**City of St. George Purchase Requisition**

175 East 200 North; St. George UT 84770

Updated: 04 FEB 2019

|                                         |                                                                                          |
|-----------------------------------------|------------------------------------------------------------------------------------------|
| DEPARTMENT APPROVAL (Authorized Signer) |                                                                                          |
| PRINTED NAME<br><b>Laurie Mangum</b>    | SIGNED NAME<br><i>[Signature]</i>                                                        |
| CITY COUNCIL<br>(If applicable)         | LEGAL DEPARTMENT OF CITY MANAGER<br>(Required when any procurement policies are applied) |
| APPROVAL DATE                           | SIGNED AND PRINTED NAME                                                                  |
| PURCHASING DIVISION APPROVAL            |                                                                                          |
| PRINTED NAME                            | SIGNED NAME                                                                              |

**PAYMENT DETAILS**

- ☒ Issue Purchase Order (PO)  
☐ Invoice Attached; Okay to Pay

**CONTRACT REQUIREMENTS**

- ☐ This does NOT require a contract  
☐ City Contract is in process or completed  
☒ Vendor Contract; reviewed and approved by Legal

**Budget Information (Only required for capital outlay items)**

What is the Project Title or Location: **Millcreek Plant -Trane Renewal & Upgrade**

Is the total amount approved in the budget? ☒ YES ☐ NO

Budgeted Amount: \$ **725,000**

Will this item/service be received before the fiscal year end? ☒ YES ☐ NO

**ACCOUNT CODES**

**AMOUNT**

|                  |                      |
|------------------|----------------------|
| <b>5310-7300</b> | <b>\$ 726,661.97</b> |
|                  |                      |
|                  |                      |

**SPECIAL INSTRUCTIONS**

**State Contract # PD3140 This is the OEM Manufacturer And Supplier  
Units are 16 years old, and require updating .**

| QTY | UNIT | DESCRIPTION                                                          | UNIT PRICE    | TOTAL         |
|-----|------|----------------------------------------------------------------------|---------------|---------------|
| 1   | A    | Trane Chiller Renewal Project as per Proposal ID# 2602966            | \$ 683,994.72 | \$ 683,994.72 |
| 1   | B    | SC Upgrade as per Proposal ID# 2602966                               | \$ 21,811.71  | \$ 21,811.71  |
| 1   | C    | Year 1 of 7 years contract agreement includes 3% discount for year 1 | \$ 20,855.54  | \$ 20,855.54  |
|     |      | for payment in advance.                                              |               |               |
|     |      | Pre cooler option not purchased at this time.                        |               |               |
|     |      | <i>Approved by paula Houston</i>                                     |               |               |

If more lines are needed, attach a spreadsheet with the details

| QUOTE 1      | QUOTE 2      | QUOTE 3      |
|--------------|--------------|--------------|
| VENDOR       | VENDOR       | VENDOR       |
| QUOTE AMOUNT | QUOTE AMOUNT | QUOTE AMOUNT |

Document complete quotes on separate pages and attach to this requisition

|                              |                      |
|------------------------------|----------------------|
| SUBTOTAL                     | <b>\$ 726,661.97</b> |
| SHIPPING OR FREIGHT CHARGES  |                      |
| OTHER CHARGES (must specify) |                      |
| TOTAL                        | <b>\$ 726,661.97</b> |

## Sole Source Purchase

To ensure the fair and equitable treatment and to foster effective broad-based competition, a standard procurement process is followed whenever public funds are expended. Sole source contract awards do not involve a standard procurement process **and should only be used when justified after reasonable research has been conducted** to determine there are no other available sources can provide the needed goods or services.

Circumstances for which a sole source may be justified include:

- (a) An item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor;
- (b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; or
- (c) An exclusive maintenance, service, or warranty agreement.

Utah Administrative Code R33-8-101a

See Also St. George City Code 1-10-B-5

NAME: Brad Burner DEPARTMENT: Energy Services

DATE: 08/12/2021 Merchant: Trane US Inc.

Product Description: Trane Chiller Renew Project for Millcreek Generation Facility

Why is the service or product only available from this single supplier?

Trane is the OEM Manufacturer and supplier of these large specialized Industrial Chillers.

Could the product be reasonably modified to allow for competition?

☐ YES

☒ NO

Detail all research performed to determine there is only one source for this item. Including a list of names and vendors contacted that may provide similar products and a summary of their response:

I have talked with Carrier about this and was told they do not supply this service or upgrade.

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase:

  
Department Head Signature

**ENDORSEMENT # MAN001**

This endorsement, effective 12:01 A.M. 04/17/2021 forms a part of  
policy No. GL 654-70-64 issued to TRANE TECHNOLOGIES COMPANY LLC  
BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

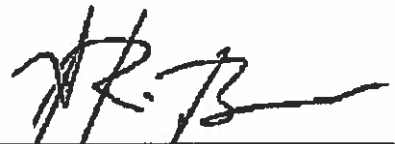
**SECTION II – WHO IS AN INSURED**, is amended to include as an additional insured:

- (1) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
- (2) Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

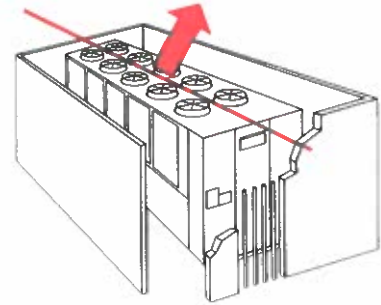
- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

All other terms and conditions remain unchanged.

  
Authorized Representative

## **B. Scope of Service –Series R Rotary Screw Chiller R'newal Entire Airside Service**

- Air Side Renewal—It includes standard replacement—Both Circuits
  - Fan blades
  - Fan motors
  - Fan motor support brackets
  - New screws to secure fan guards
  - New bolt & nut to secure brackets to motors
  - Wiring adapter for motor terminals
  - Miscellaneous hardware.
  - Fan Motor Starter Contactors—Both Circuits.



### **Series R Air side R'newal Warranty**

The airside on which R'newal has been completed will be covered by the standard **1** year R'newal parts and labor warranty.

## **C. Scope of Service –Series R Rotary Screw Chiller Adaptiview Panel**

- The conversion of existing Trane Series R™ chiller control system to the current production Tracer™ AdaptiView™ display and control system.
  - Inspection of chiller to validate operating condition.\*
  - Recording present chiller operating configuration and logged data.
  - Removal of existing panel door mounted DynaView chiller controller.
  - Installation of new UC800 chiller controller.
  - Installation of panel mounted AdaptiView color graphic operator display.
  - Install Thermal Dispersion Upgrade. Replace existing mechanical flow switches with efector style flow switches as an upgrade from existing switches.
  - Install Gobal Connector Kit. This option provides a kit of new cables, temperature sensors, and pressure transducers. All of these parts feature pluggable connector used on new chillers. The kit is intended for replacing the old 4-wire flat cables that required butterfly connections.
  - Use of Trane service tool to configure AdaptiView chiller controller for proper operation.
  - Startup and logging of the chiller.
  - Operator training of usage and features of new control system.



\* Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.

### **Warranty**

**Limited Warranty** - Extended parts and labor limited warranty options of various lengths up to **5** years are available. If selected, a Trane limited warranty certificate documenting parts and labor coverage for the above scope will be issued for the duration indicated.

### **Exclusions**

Trane open protocol hardware and its installation and or interface with building systems is proposed separately unless documented below.

**New SC Controllers**

- (1) Tracer SC+ and 75 device license
- (1) WCI- wireless communication interfaces
- (1) UC600 Controllers
  - Chiller Plant
- (4) UC400 Controllers

**Installation and Programing**

- Replace existing unit controller with new Trane UC controller
- Install new SC+ building controller
- Install Air-Fi Wireless communication interfaces
- Tech programming and startup

**TOTAL R'NEWAL PRICE :.....\$683,994.72 USD**

**Optional Scope of Service –Pre-Cooler cooling system**

- Includes labor and material to install evaporative pre coolers to the exterior of the condenser coils
- Automatic controls system connected to chiller
  - Turbodek 8" Evaporative Media
  - 304L stainless housing material
  - Drip type water distribution system
  - Water circulation sump and pump
  - Positive bleed off system with set valve to reduce media scaling
  - Fill and drain connections
  - Coil access through removable panel

Excludes culinary water feed to pre cooler system



**TOTAL PRE-COOLER INSTALLED PRICE:.....**

### Optional Scope of Service –Trane SC integrator and BAS controller

#### Tracer SC+ Building Automation

The Tracer SC+ Building controller is a full building automation system designed to be easy to use for the day-to-day user but powerful enough to provide energy efficient controls sequences, advanced diagnostics, fully customized scheduling, secure remote access and web app, and full trending/reporting capabilities. The project would include a central power meter, integrated in the Tracer SC+, to allow the control system to “throttle back” energy use of the HVAC equipment during peak demand times. This not only improves the life of the equipment but also reduces utility spending.



#### New SC Controllers

- (1) Tracer SC+ and 75 device licenses
- (1) WCI- wireless communication interfaces
- (1) UC600 Controllers
  - Chiller Plant
- (4) UC400 Controllers

#### Installation and Programing

- Replace existing unit controller with new Trane UC controller
- Install new SC+ building controller
- Install Air-Fi Wireless communication interfaces
- Tech programming and startup

**TOTAL SC UPGRADE PRICE :.....\$21,811.71 USD**

#### CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 30, 2021.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Grant Mason  
Account Manager

Cell: 801-633-1081

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

|                            |                                                                                    |
|----------------------------|------------------------------------------------------------------------------------|
| <b>CUSTOMER ACCEPTANCE</b> |                                                                                    |
| Authorized Representative  |  |
| Printed Name               | Brad Burner                                                                        |
| Title                      | Generation Manager                                                                 |
| Purchase Order             |                                                                                    |
| Acceptance Date            | 8/12/21                                                                            |
| Trane's License Number:    |                                                                                    |

**TERMS AND CONDITIONS – QUOTED SERVICE**

**"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**3. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**4. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**5. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**6. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**7. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

**8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**12. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**13. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**15. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the

foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**19. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)  
Supersedes 1-10.48 (0614)



## **TRANE'S SAFETY STANDARD**

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

## **PROVEN SAFETY SUCCESS**

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

## **TRANE INJURY RATES V. INDUSTRY COMPETITORS**

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

## **SAFETY TOOLS, TRAINING & EXPERTISE**

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

## MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

## JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc. dba Trane  
2817 South 1030 West  
SALT LAKE CITY, UT 84119

**Trane Representative**

Grant Mason  
Cell:  
Office: (801) 486-0500

**Proposal ID**

3088985

**Service Contract Number****Contact Telephone Number for  
Service****Company Name**

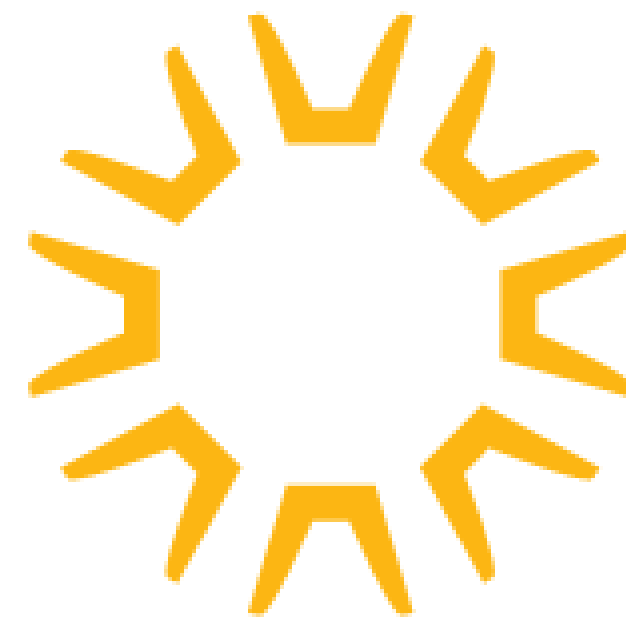
City of St George  
170 N 3200 East  
Saint George, UT 84770 USA  
Brad Burner

**Site Address:**

Millcreek Power Plant  
170 North 3200 East  
ST GEORGE, UT 84770  
United States

July 30, 2021





# St. George

SHAPING THE FUTURE OF ST. GEORGE

▶ DOWNTOWN AREA PLAN

▶ GENERAL PLAN



## Lifestyle

- Support Community-Wide Events
- Support Community Engagement / Service
- Create Neighborhood Planning Areas

## Responsible Growth

- Water Conservation
- Development Patterns within the City
- Neighborhood-Oriented Commercial Centers

## Connection to nature

- Priority view corridors
- Trail network integration (expansion, transportation, art and culture)
- Sensitive land preservation

## Accessible City

- Trail / Urban connectivity
- Parking management Downtown
- Transit Integration

## Arts and Culture

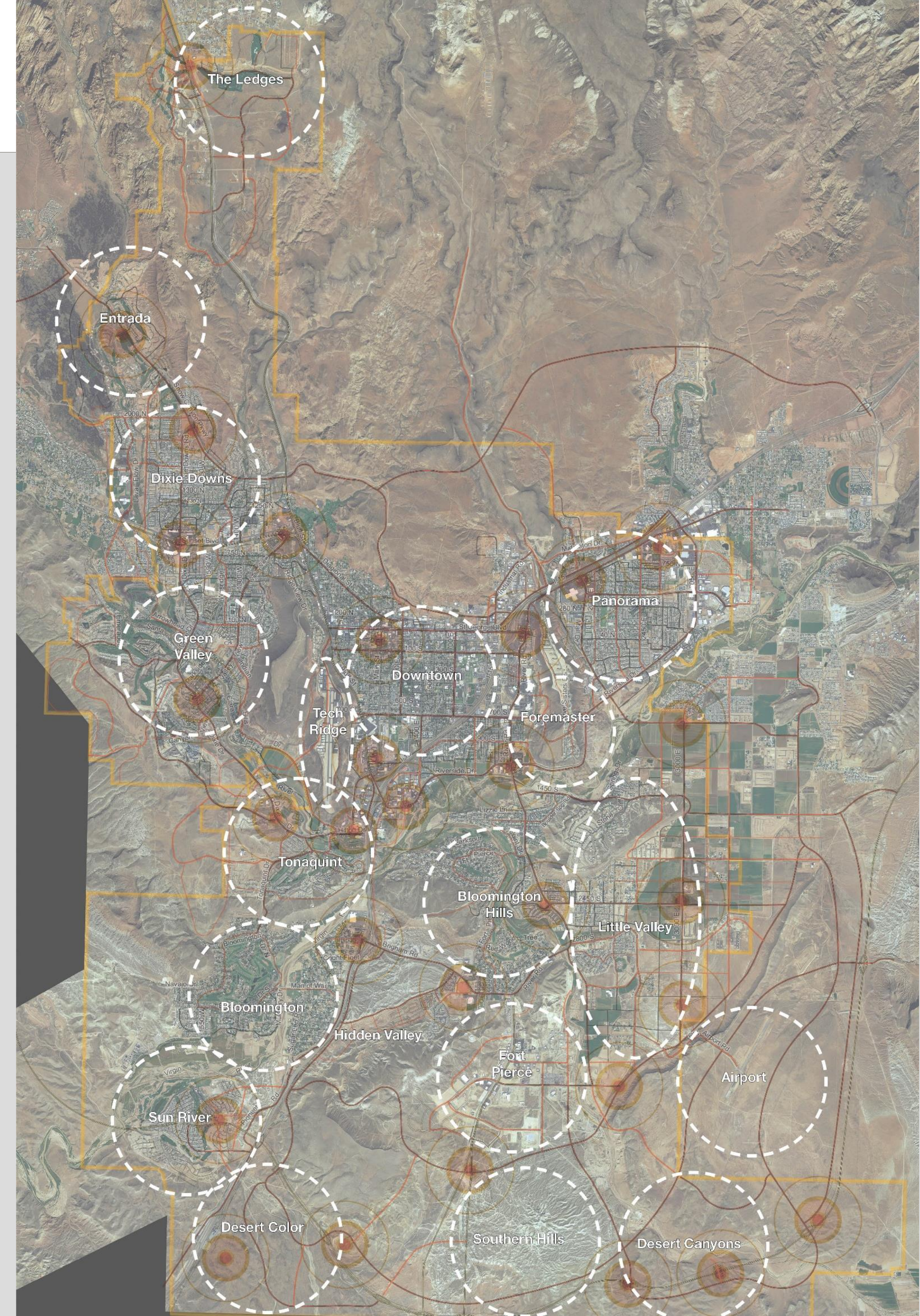
- Integrate Native American and Geological History into the Fabric of St. George
- Cluster arts Downtown with galleries, museums, public art, and performing art venues in this area

## Thriving Downtown/ Area Plan

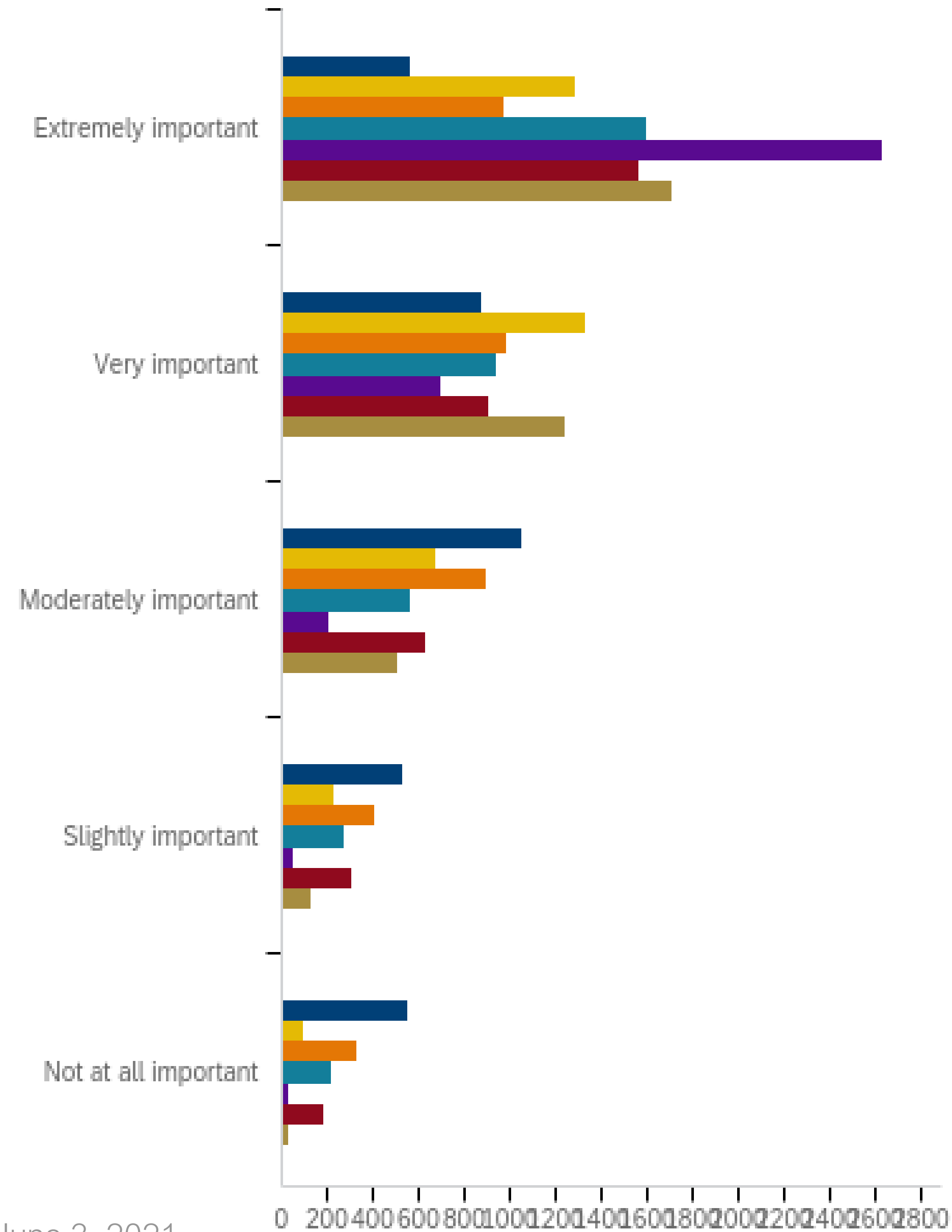
- Downtown Neighborhoods
- Downtown Niche
- Local Business Support
- Growth/Redevelopment Potential
- Expanded Housing and Mixed Use

# Lifestyle

- Support Community-Wide Events
- Support Community Engagement / Service
- Create Neighborhood Planning Areas



Q19 - As we consider how to grow responsibly, how important are each the following?

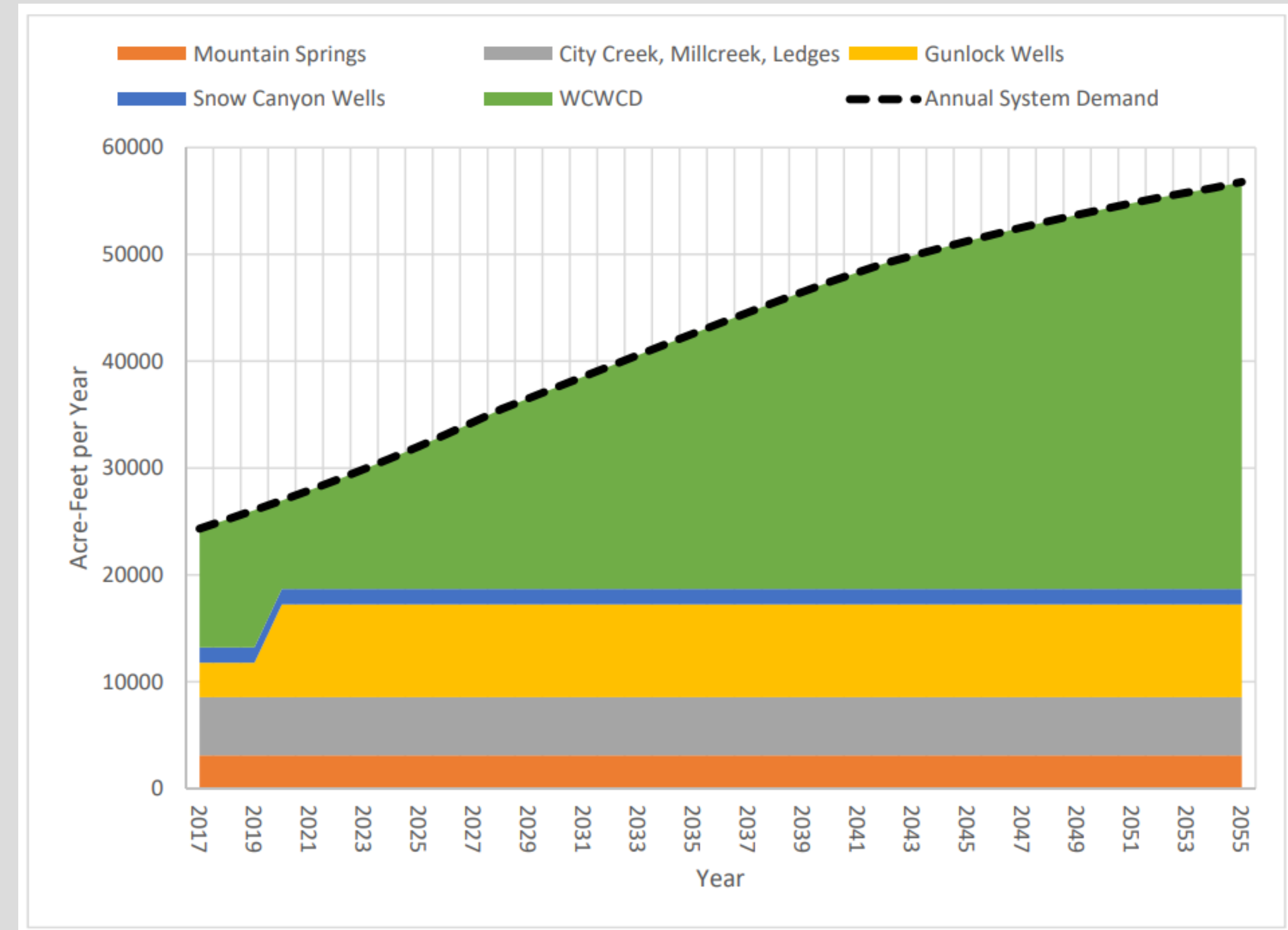


- Developing under-developed land
- Planning for access to a range of daily services without traveling too far
- Adding new types of housing
- Providing more attainable housing
- Water-efficient development
- Renewable energy generation
- Ensuring infrastructure is resilient to natural disasters

- The clear priority here is water and infrastructure.
- Planning for access to a range of daily services without traveling too far is noted as very important
- Renewable energy and resilient infrastructure are also strong performers.

# Responsible Growth

- Water Conservation
  - New policies – Parallel track at St. George City
    - Water District / Engineering are reviewing policies for future use
    - Regulations for new growth (landscaping, WaterSense standards for fixtures and appliances, etc..)
    - Coordinate with all municipalities within the Water District
  - Infrastructure needs
    - City infrastructure projects (storage and secondary water system expansion to existing properties)
    - District infrastructure projects



St. George Water Sources

# Responsible Growth

- Future policies
  - Existing building / development improvements
  - Lot size reduction / density (different types of developments use water differently – per capita data, balance with open space to manage overall population)
  - Water resources / resiliency
- Education of citizens
  - Coordinated with Water District



## 1 SMALLER RESIDENTIAL LOTS

Studies have found water savings from 10 to 60 percent with increased density of single-family residences, primarily due to the reduction of irrigated lot area. Savings continue to grow as lot sizes shrink, but taper off after reaching between seven and ten dwelling units per acre.



## 2 MOVING FROM SINGLE-FAMILY TO MULTIFAMILY DEVELOPMENT

Some of the same studies noted in No. 1 suggest that multifamily units consume as much as 35 to 50 percent less water than single-family detached units.

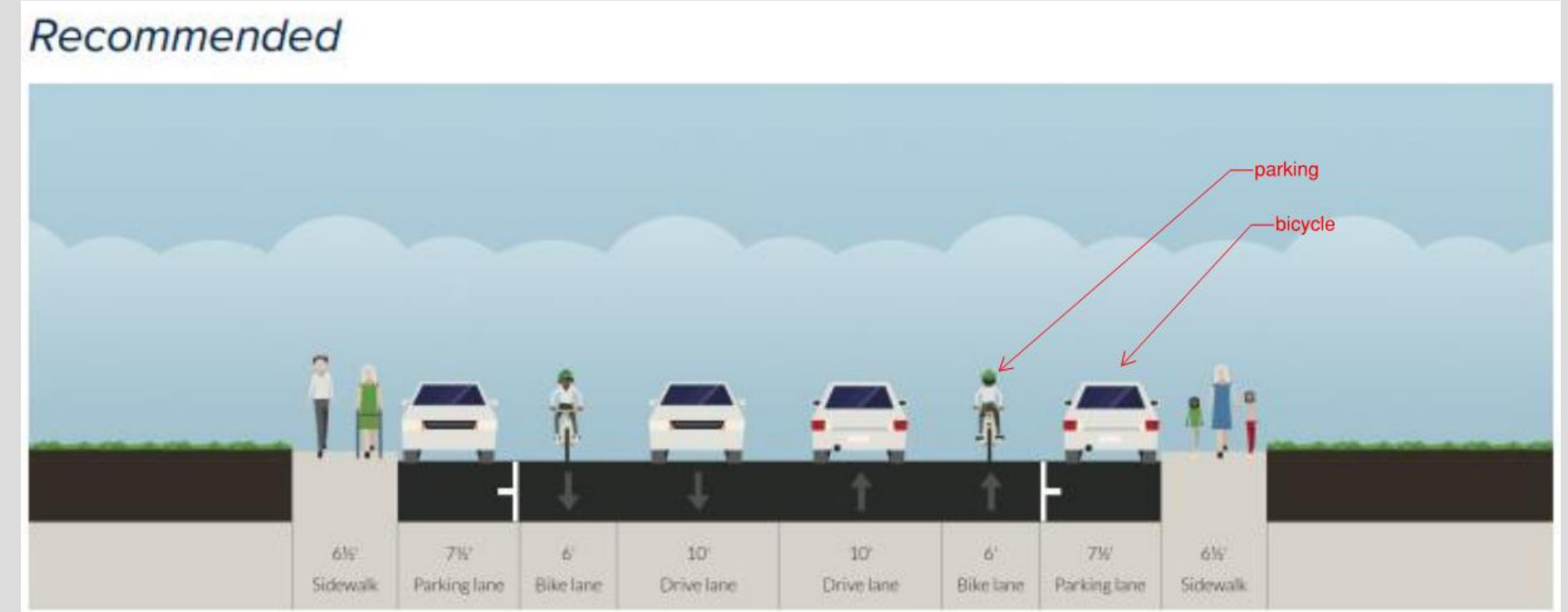


## 3 INCREASING MULTIFAMILY RESIDENTIAL DENSITY

Higher density multifamily housing also produces water savings, but the trend reverses eventually. For high-density or high-rise condominiums above three stories, cooling towers or water-intensive amenities may negate part of the water saved on irrigation.

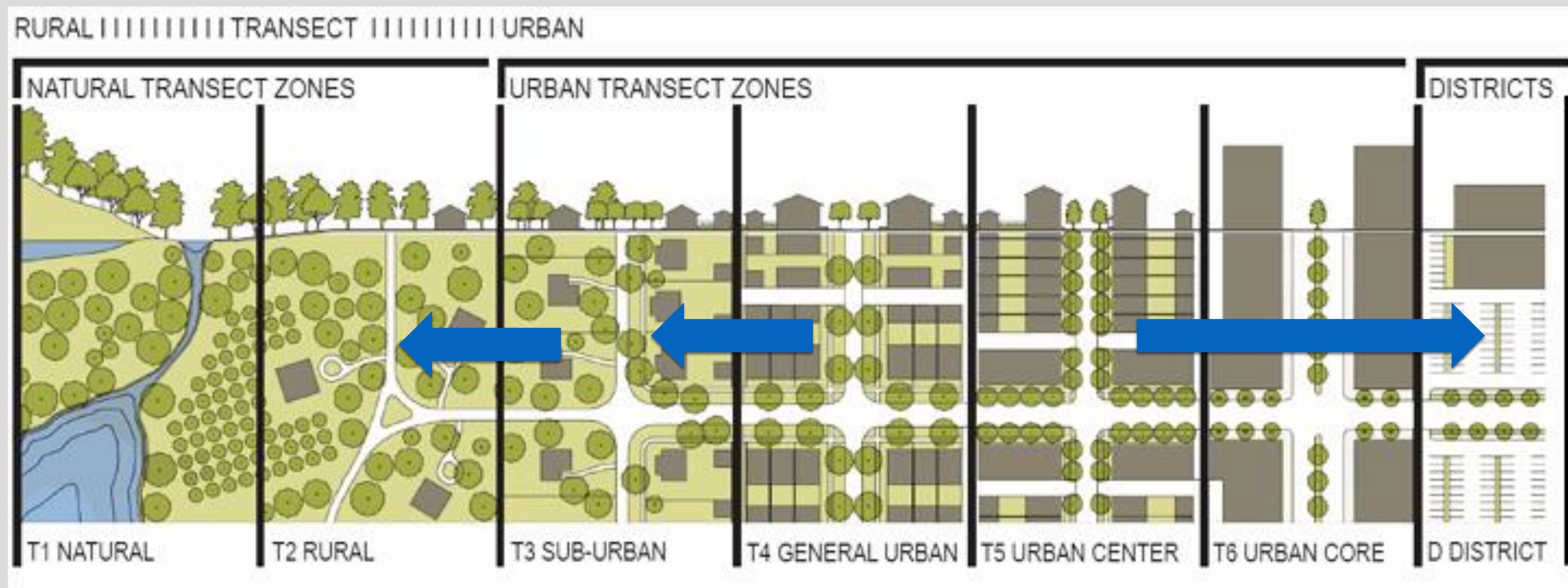
# Responsible Growth

- Development Patterns within the City
  - Appropriately located density
  - Appropriately sized roadways
  - Variation in lot size
  - Variation in house size
    - Even within a single development



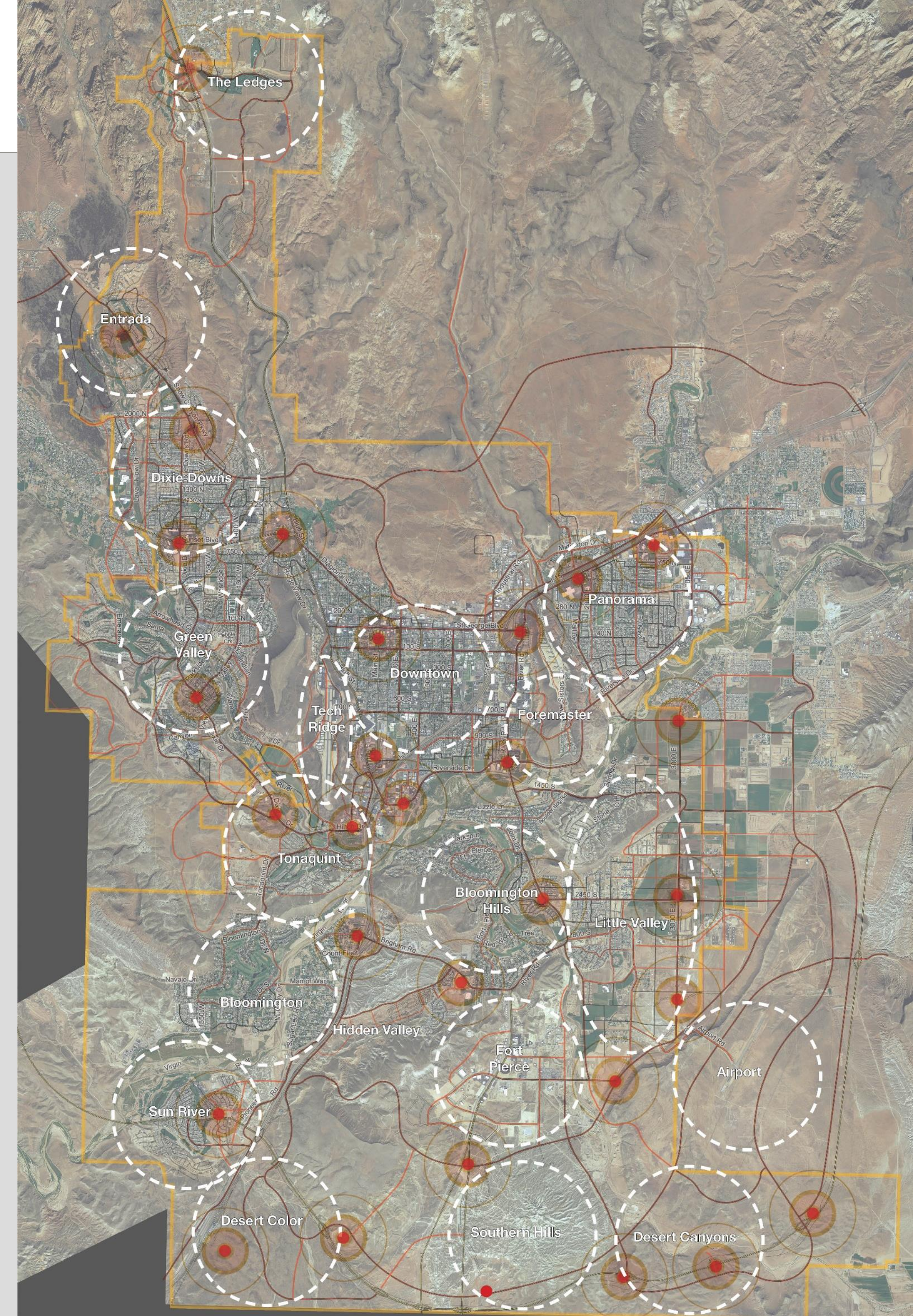
# Responsible Growth

- Enabling adaptability
  - Setbacks
  - Alley access
  - Considering future subdivision of larger parcels
  - Considering future land uses
  - Mixed-income housing opportunities



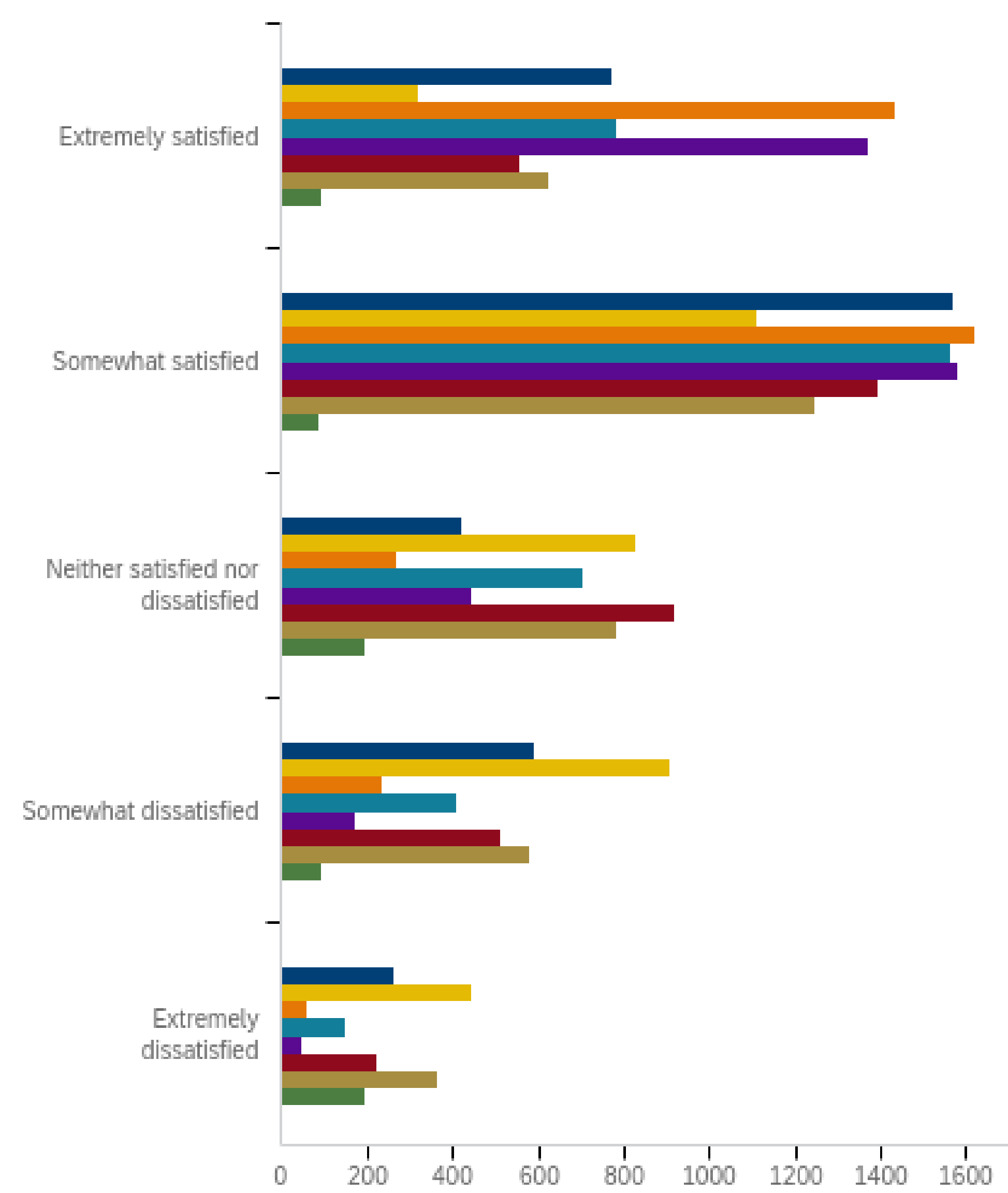
# Responsible Growth

- Neighborhood-Oriented Commercial Centers
  - Daily services near the places people live (Grocery stores, accessible restaurants, daycare, dry cleaners, fitness retailer, gas stations)



Q15 - In your opinion, how satisfied are you with St. George City's efforts to integrate nature into the City in the following areas?

St. George



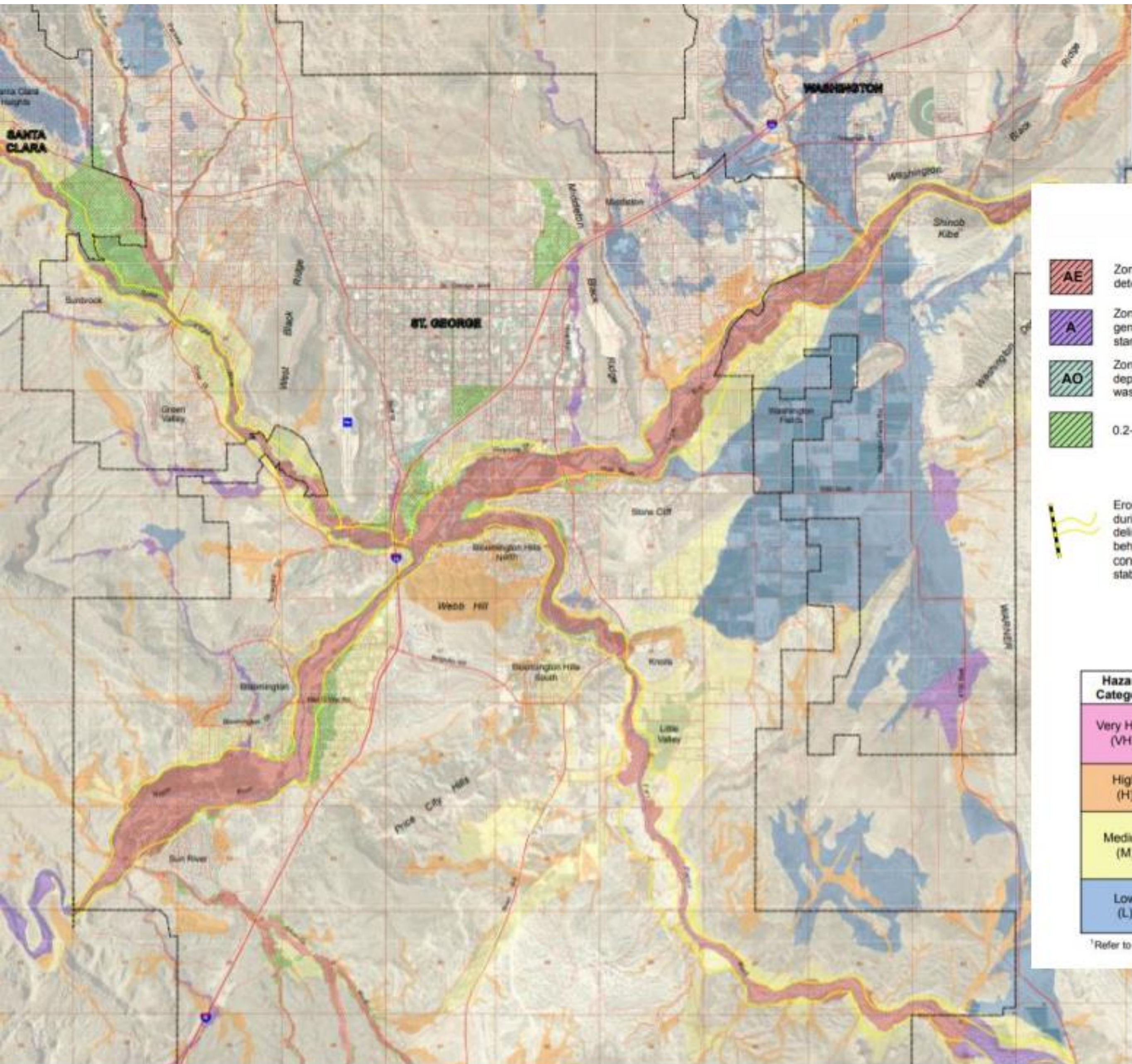
- “Access to parks and open space” is the top performer (84.4% >=Satisfied) here with “Connecting to local/regional trails” second (81.8%). “Effective urban landscaping” is third (65%) and “Protecting views” is fourth (64.47%).
- “Promoting appropriate hillside development,” “Providing access/protecting rivers,” “Preserving sensitive lands,” and have strong Satisfaction performance, but are the top three in Neutral to Somewhat Dissatisfaction respectively, with the fourth being “Protecting views of bluffs.”
- “Hillside development” is top (37.5%) in Dissatisfied with “Sensitive lands” is second (26.24%), “Views of bluffs” is third (23.6%), demonstrating there is a significant cohort dissatisfied with this despite its strong Satisfaction performance. “Watersheds and rivers” is fourth (20.5%).

# Connection to Nature

- Priority view corridors
- Trail network integration
  - Continue to expand and enhance trail and park system, tying into unique geological areas and features.
- Sensitive land preservation
  - Preserve from development impacts
  - Capitalize opportunities for recreation / outdoor access
  - Tie stairs/bike troughs into the trail network



# June 21-23 Working Group Discussions – Natural Environment



## EXPLANATION

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) ZONES

- AE** Zone AE: Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Flood event determined by detailed methods. Mandatory flood insurance purchase requirements and flood-plain management standards apply.
- A** Zone A: Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Flood event generally determined using approximate methodologies. Mandatory flood insurance purchase requirements and flood-plain management standards apply.
- AO** Zone AO: Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. Some Zone AO have been designated in areas with high flood velocities such as alluvial fans and washes.
- 0.2-percent-annual-chance (or 500-year) flood plain**

### EROSION HAZARD ZONES

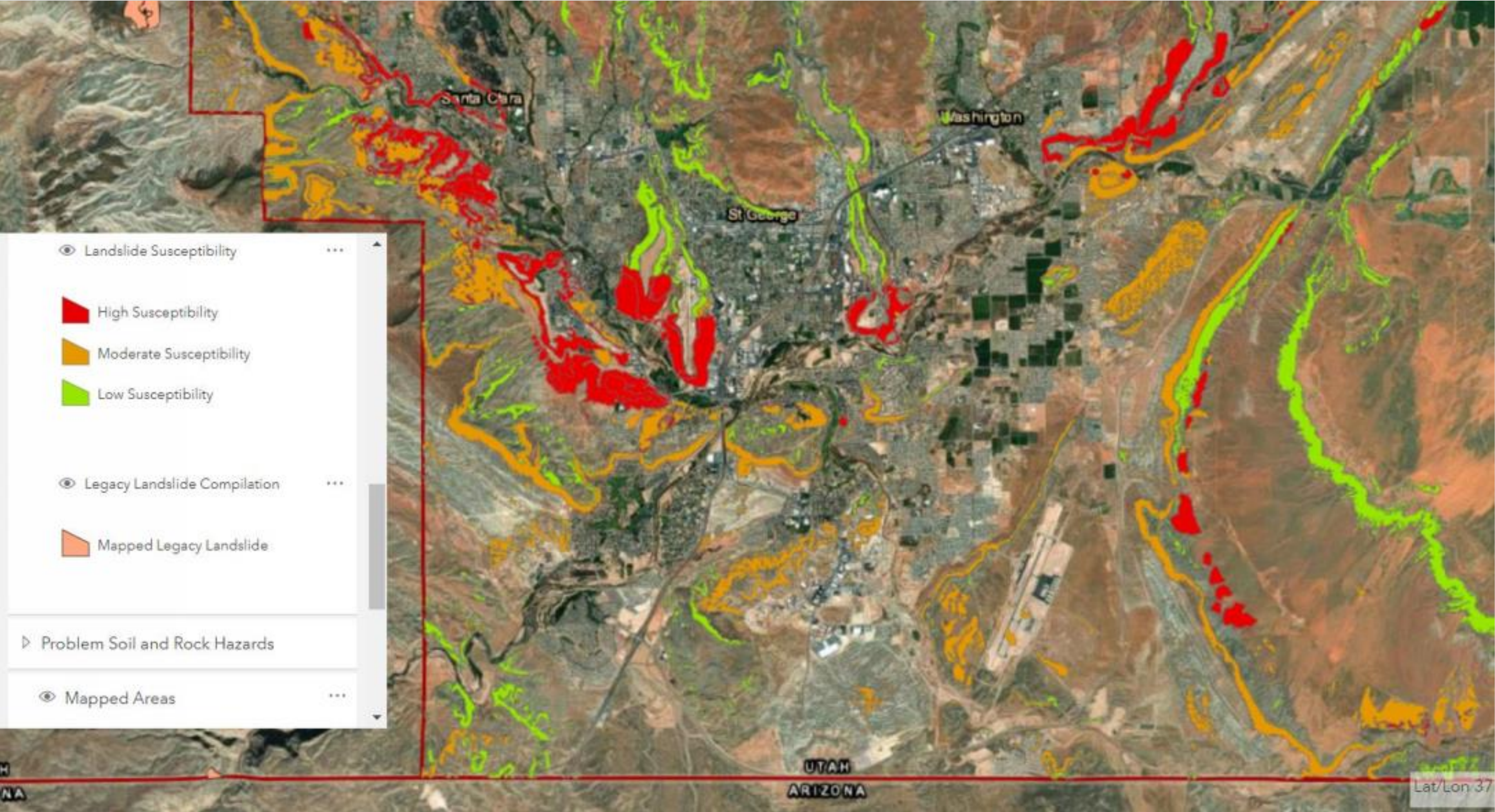
Erosion-hazard zones: these zones are independent of FIRMs 100-year flood zones, and are intended to prevent damage from erosion during flooding, "whether or not the property is located in a FIRMs 100-year flood zone" (CH2MHILL, 1997). Erosion-hazard zones were delineated by JE Fuller/Hydrology & Geomorphology, Inc. (2005, 2007a, 2007b) and are based chiefly on a geomorphic analysis of river behavior over time, and are determined through a combination of air photo interpretation, field observations, geology and soils mapping, and consideration of the location and design of structures in active stream channels including bridges, water diversion dams, and channel stabilization structures. Alternating yellow and black bar indicates the erosion-hazard zone study limit.

### FLOOD-HAZARD CATEGORIES BASED ON GEOLOGIC DEPOSITS MAPPED BY THE UTAH GEOLOGICAL SURVEY

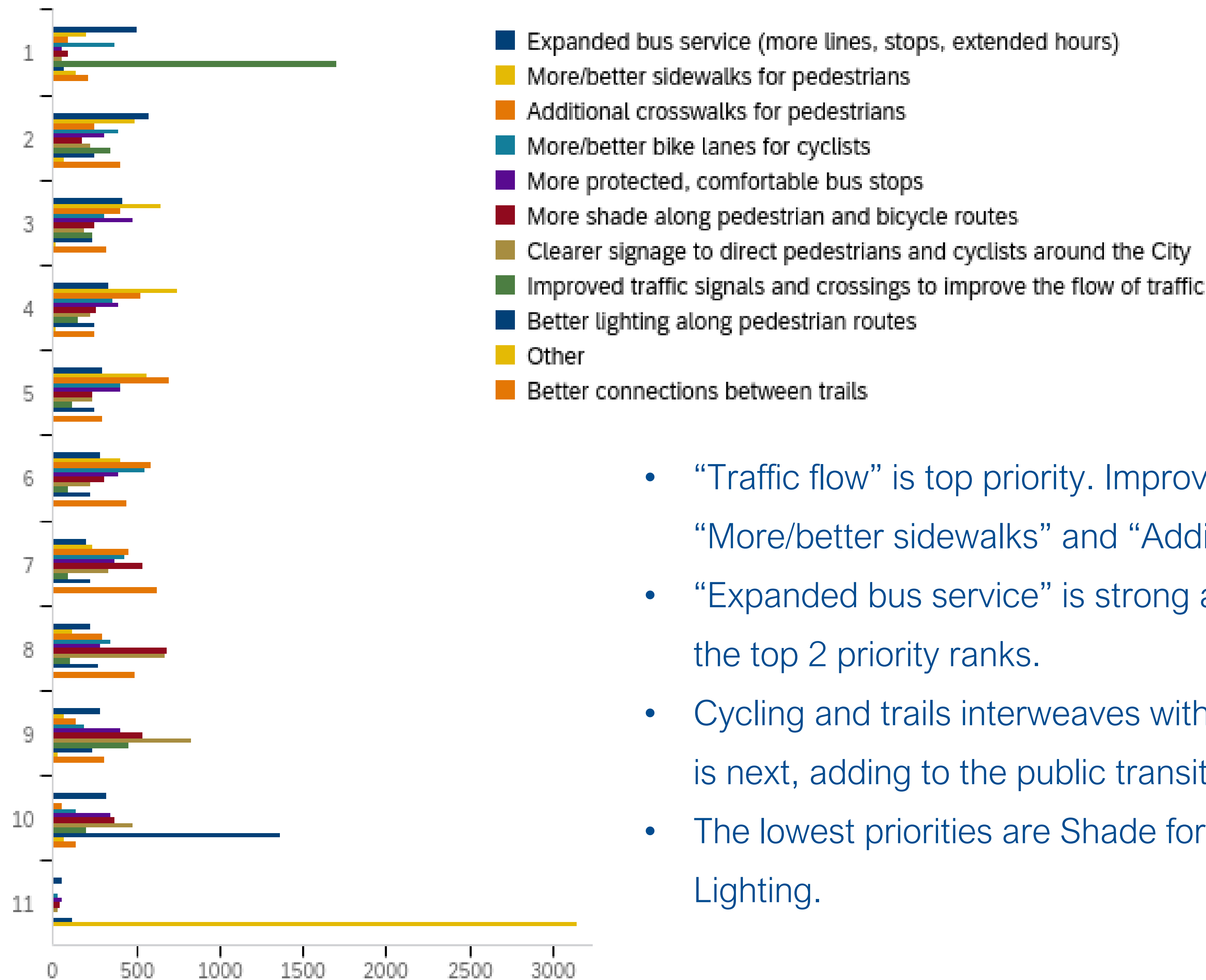
| Hazard Category | Geologic Units <sup>1</sup>                                                                                                                                                        | Description                                                                                                        | Hazard Type                                              | Comments                                                                                                                            |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Very High (VH)  | Qa <sub>1</sub> , Qa <sub>2</sub> , Qa <sub>3</sub> , Qa <sub>4</sub> , Qa <sub>5</sub> , Qa <sub>6</sub> , Qa <sub>7</sub> , Qa <sub>8</sub> , Qa <sub>9</sub> , Qa <sub>10</sub> | Active flood plains and low terraces along perennial streams, and active alluvial fans.                            | Riverine flood, flash flood, debris flow                 | Chiefly the Virgin and Santa Clara Rivers, Fort Pearce Wash, and active alluvial fans at the base of the Hurricane Cliffs.          |
| High (H)        | Qa <sub>1</sub> , Qa <sub>2</sub> , Qa <sub>3</sub> , Qa <sub>4</sub> , Qa <sub>5</sub> , Qa <sub>6</sub> , Qa <sub>7</sub> , Qa <sub>8</sub> , Qa <sub>9</sub> , Qa <sub>10</sub> | Stream channels, flood plains, and low terraces along ephemeral streams.                                           | Flash flood, debris flow                                 | Normally dry streams with comparatively small drainage basins subject to flooding during infrequent cloudburst storms.              |
| Medium (M)      | Qa <sub>1</sub> , Qa <sub>2</sub> , Qa <sub>3</sub> , Qa <sub>4</sub> , Qa <sub>5</sub> , Qa <sub>6</sub> , Qa <sub>7</sub> , Qa <sub>8</sub> , Qa <sub>9</sub> , Qa <sub>10</sub> | Active pediment surfaces, higher stream terrace surfaces, and sloping depositional surfaces flanking upland areas. | Chiefly sheetflood, possible flash flood and debris flow | Active depositional surfaces on the flanks and at the base of upland areas subject to flooding during infrequent cloudburst storms. |
| Low (L)         | Qa <sub>1</sub> , Qa <sub>2</sub> , Qa <sub>3</sub> , Qa <sub>4</sub> , Qa <sub>5</sub> , Qa <sub>6</sub> , Qa <sub>7</sub> , Qa <sub>8</sub> , Qa <sub>9</sub> , Qa <sub>10</sub> | Valley bottoms receiving active deposition and minor ephemeral drainages.                                          | Sheetflood, minor flash flood                            | Valley bottoms subject to infrequent flooding from adjacent upland areas during cloudburst storms.                                  |

<sup>1</sup> Refer to UGS 1:24,000-scale geologic maps (see SOURCES OF DATA and REFERENCES in accompanying text) for a description of map units.

# June 21-23 Working Group Discussions – Natural Environment

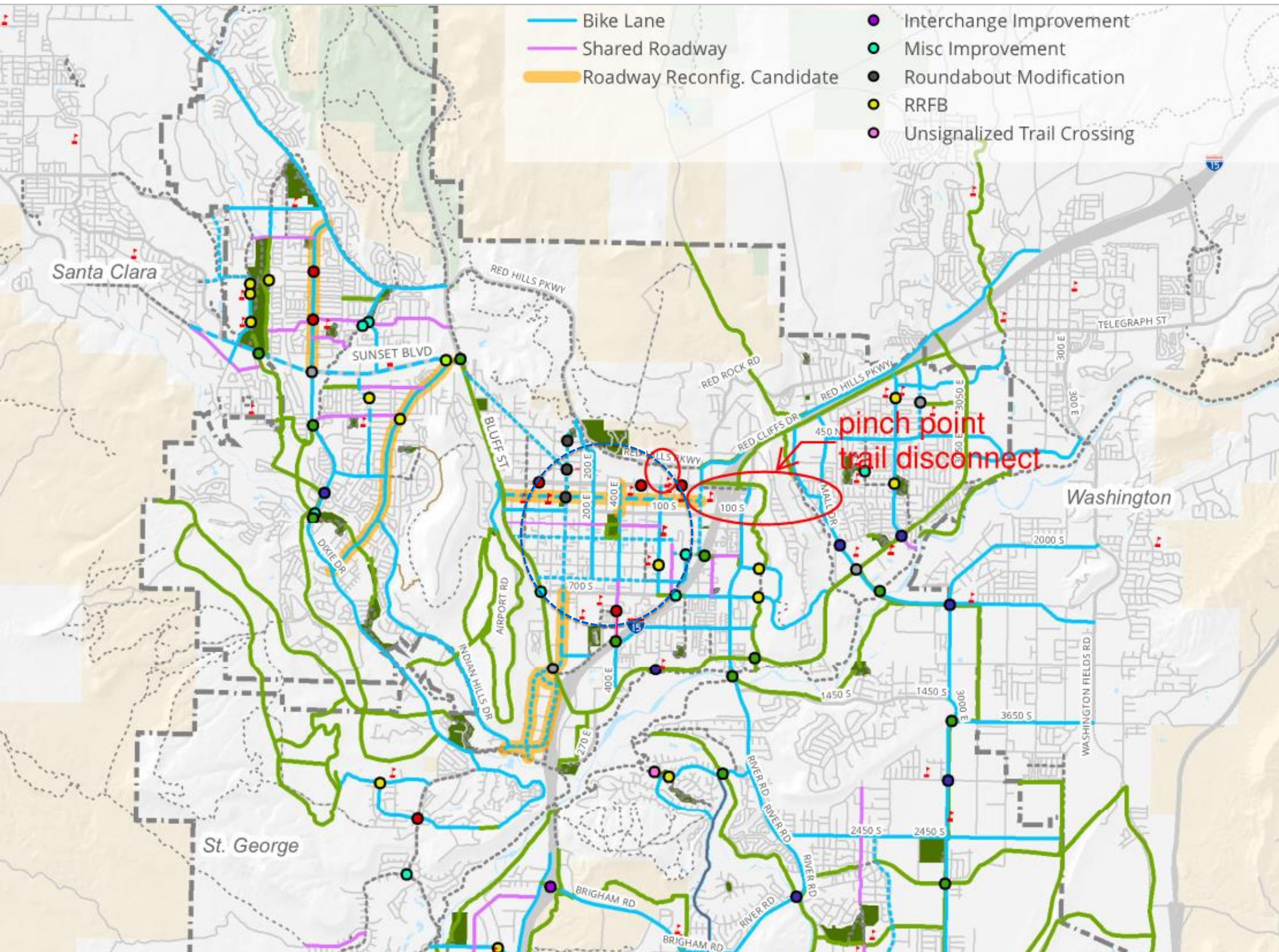


Q24 - Which of the following transportation improvements are most important to you? Please rank the following from most important to least important by clicking and dragging to create a list.



- “Traffic flow” is top priority. Improved pedestrian experience is next with “More/better sidewalks” and “Additional crosswalks.”
- “Expanded bus service” is strong across the board with a higher incidence at the top 2 priority ranks.
- Cycling and trails interweaves with the pedestrian priorities. “Better bus stops” is next, adding to the public transit concern.
- The lowest priorities are Shade for pedestrians and bikes, Signage, and Lighting.

# Accessible City



- Trail / Urban connectivity
  - Use the trail network as an integral transportation solution
  - Integrate e-bike and e-scooter share program around trail network at neighborhoods



# Parking Study Summary

- Parking management  
Downtown
  - Wayfinding/signage
  - Experience at parking areas
  - Time limits at Main Street
  - Reallocation of parking in the garage

**Figure 1** shows an outline of the study area, with green markings indicating the studied on-street parking, and orange marking indicating the studied parking lots.

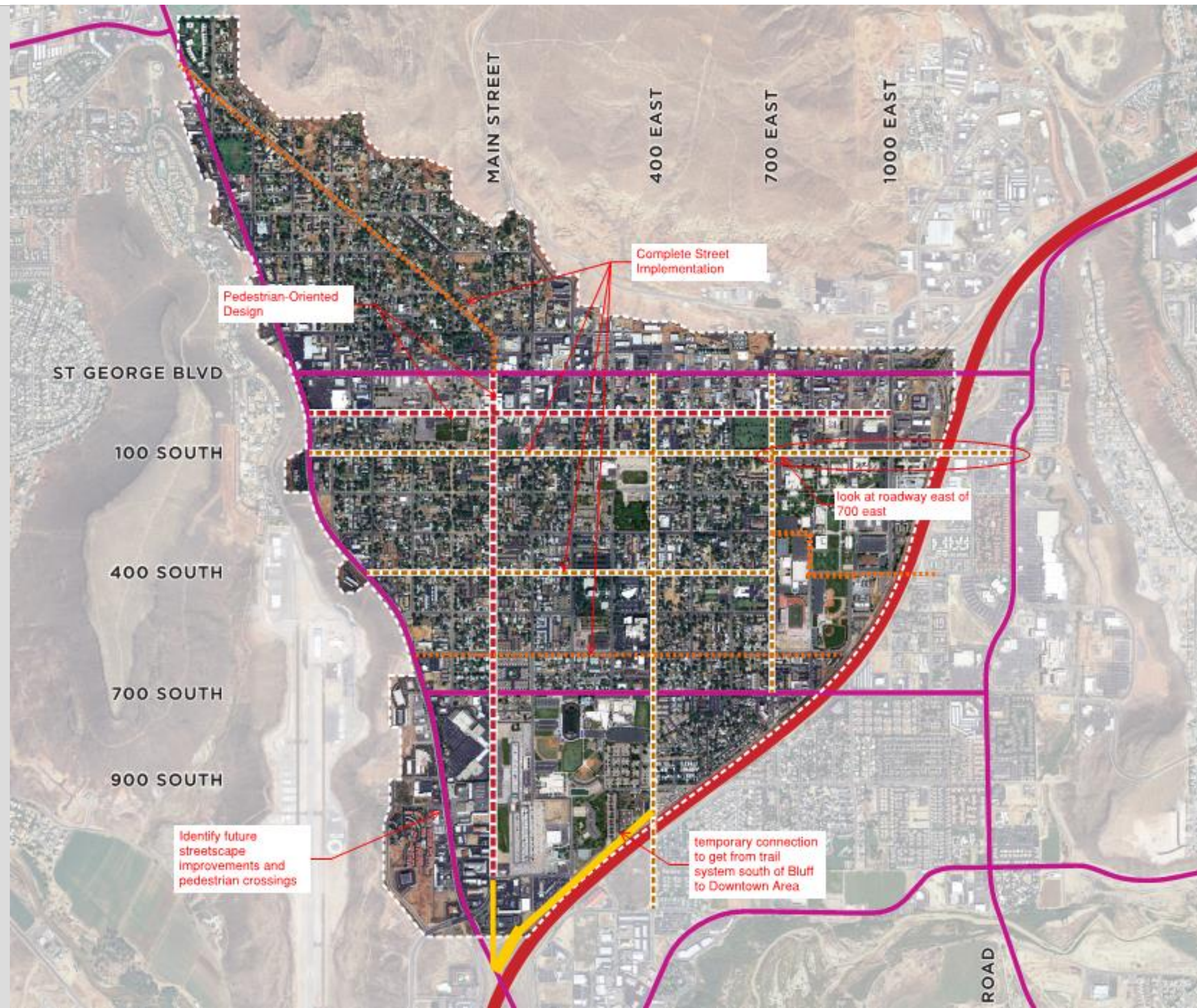


Figure 1: Parking Study Area (aerial imagery source: Google Earth, 2021)

# Parking Recommendations

- Enforce time limits for on-street parking
- Convert or re-prioritize reserved parking in the Tabernacle & Main Plaza Garage
- Improve wayfinding to the garage
- Clarify where public parking is available, and limit reserved parking in the school district surface lot
- Implement road diets to add on-street parking with future development
- Consider paid parking in high-demand areas (Main Street, Tabernacle, Ancestor Square)

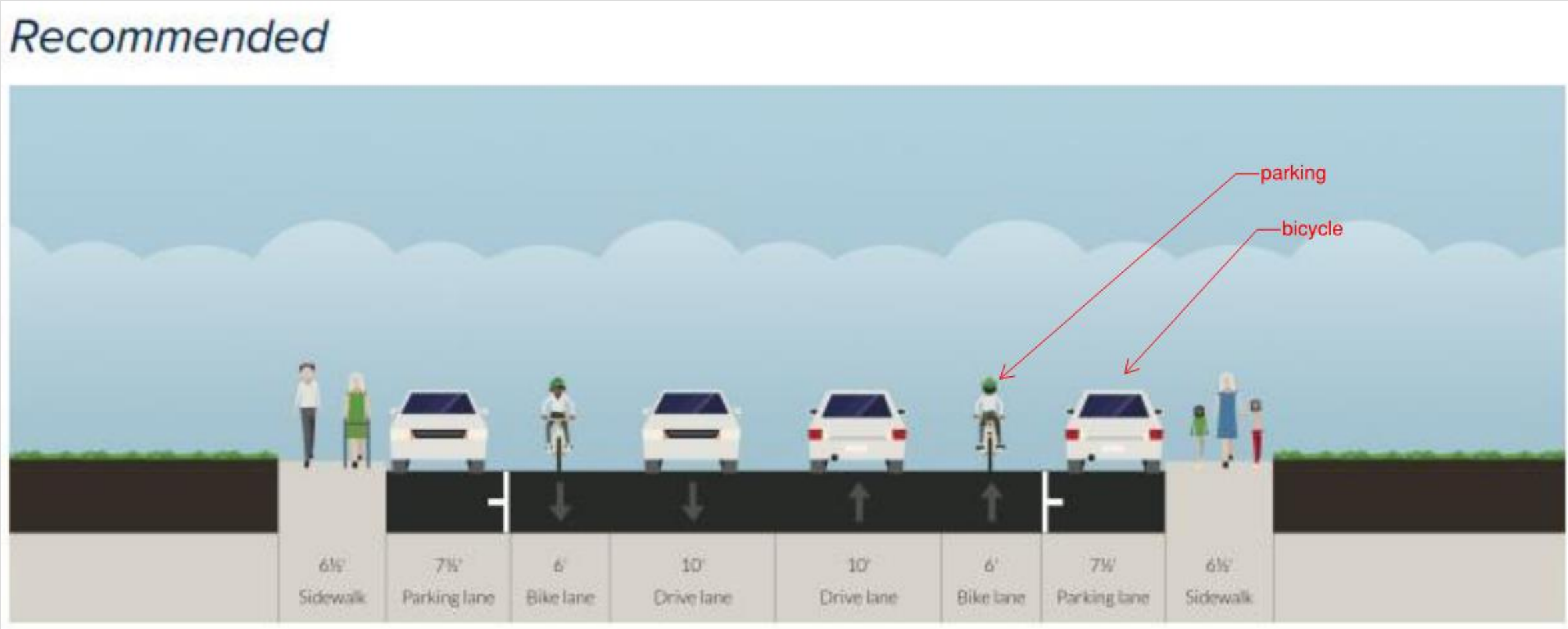
# Accessible City



- Tabernacle & Main Street  
Provide Ideal Primary Candidates  
Focus on walkability and pedestrian experience at these roadways
- 100 South & 400 South  
Future East-West Candidates  
Focus on complete street implementation at these roadways - cyclist thoroughfares
- 400 East & 700 East  
Future North-South Candidates  
Focus on complete street implementation at these roadways - cyclist thoroughfares

100 South between 700 East and River Road – DSU GIS team studying complete street viability

St. George Blvd – Support both cars and access to Downtown Businesses



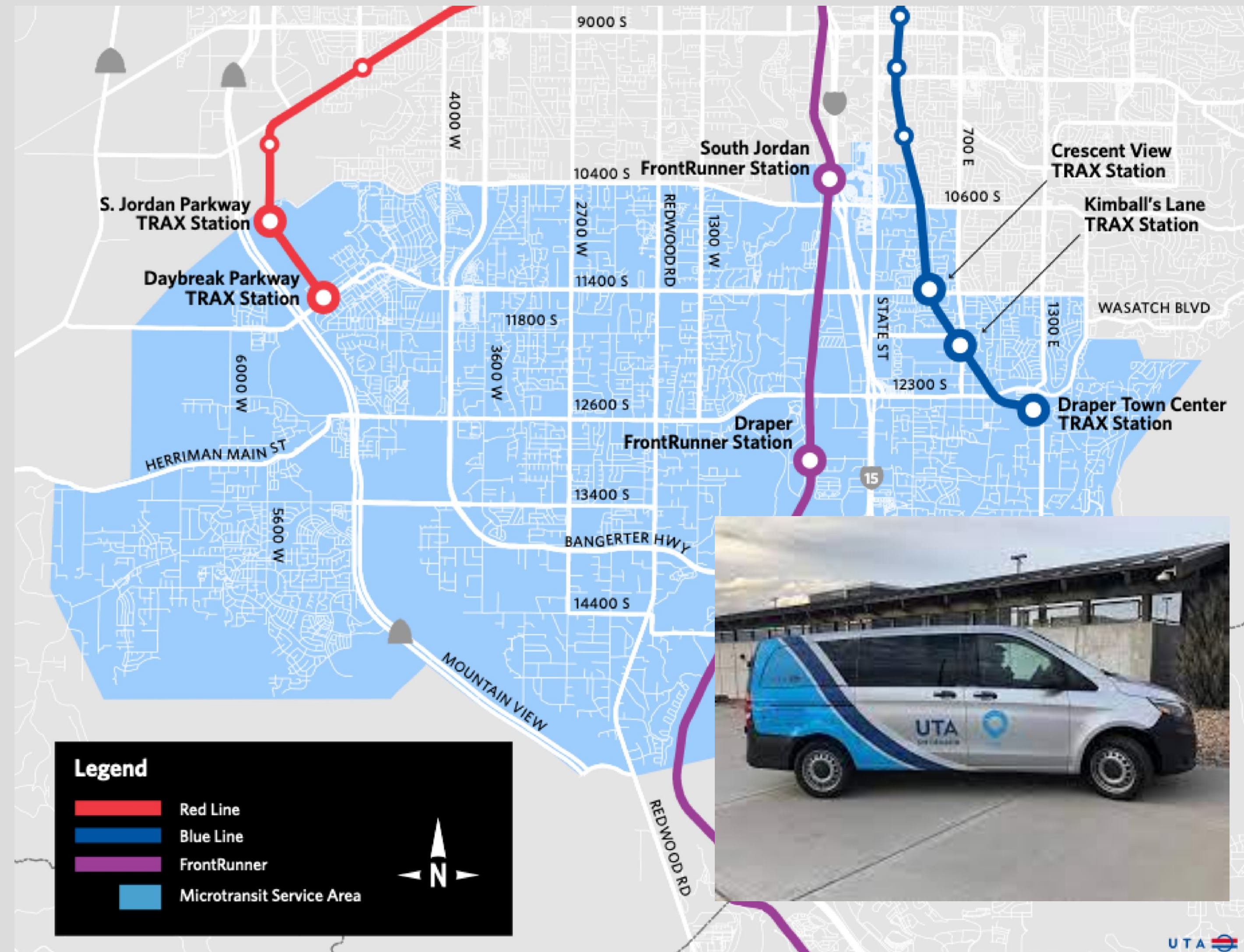
Implement Complete Streets at priority locations

Prioritize improvements that relieve the pressure on River Road and get folks from I-15 to Ivins and Santa Clara effectively.

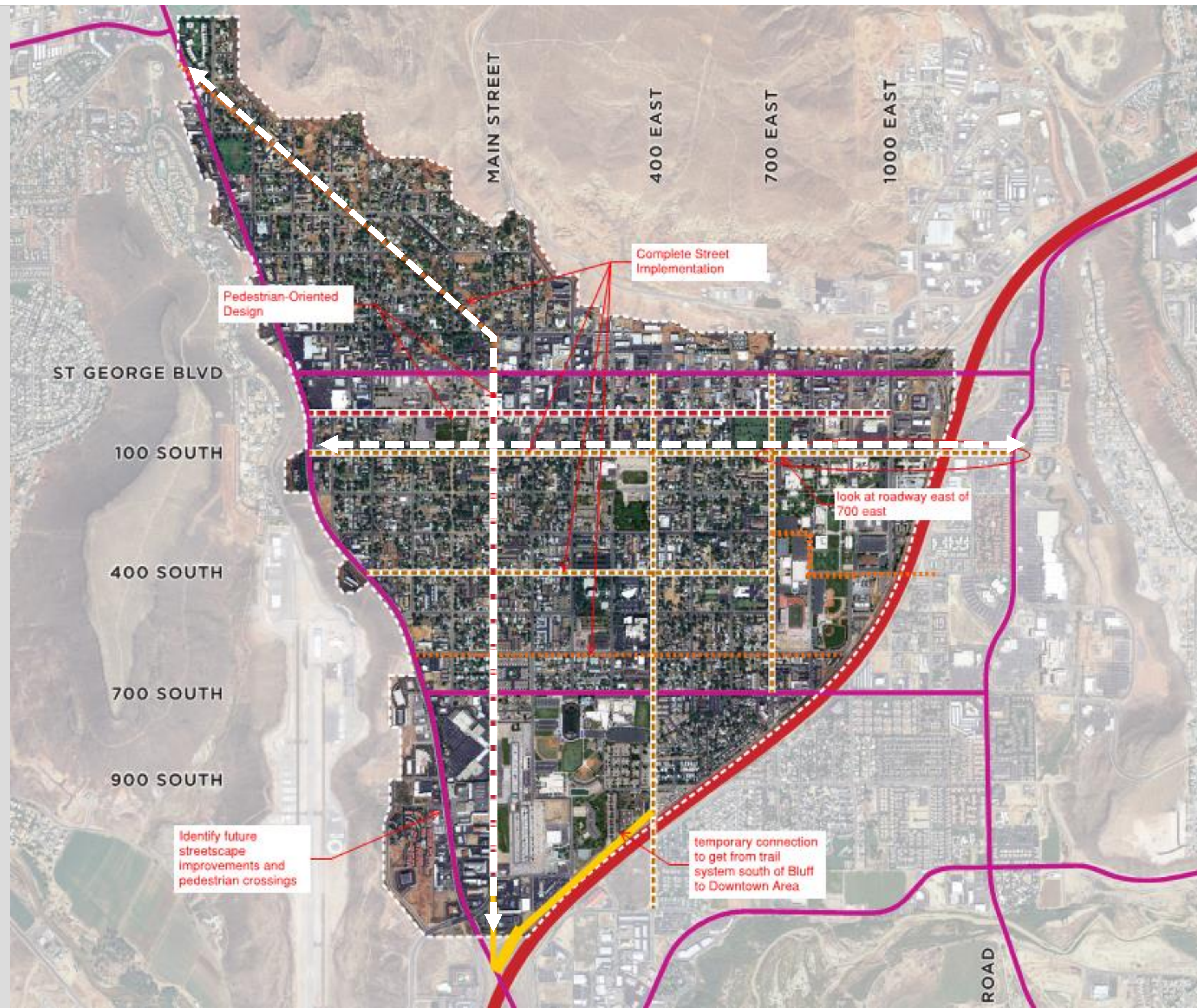
Review and update land use policies to enable distributed commercial development to minimize the need for residents to drive long distances for daily needs.

# Accessible City

- Transit Integration
  - Micro transit approach
  - Assess transit configuration to better serve St. George City into the future
  - Loop versus destination lines
  - Integration with neighborhood centers
  - Data collection
  - Transit supported parking Downtown



# Accessible City

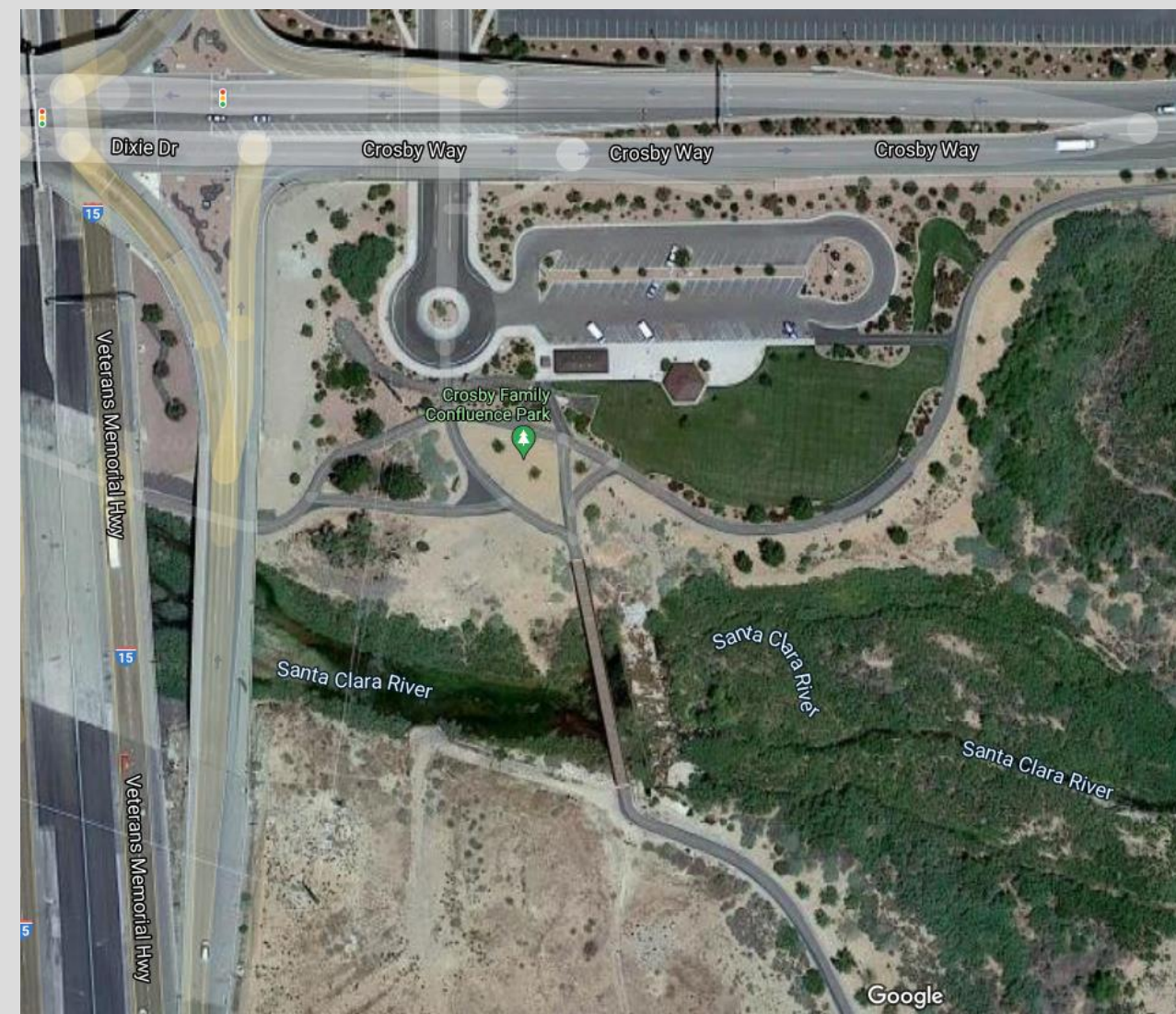
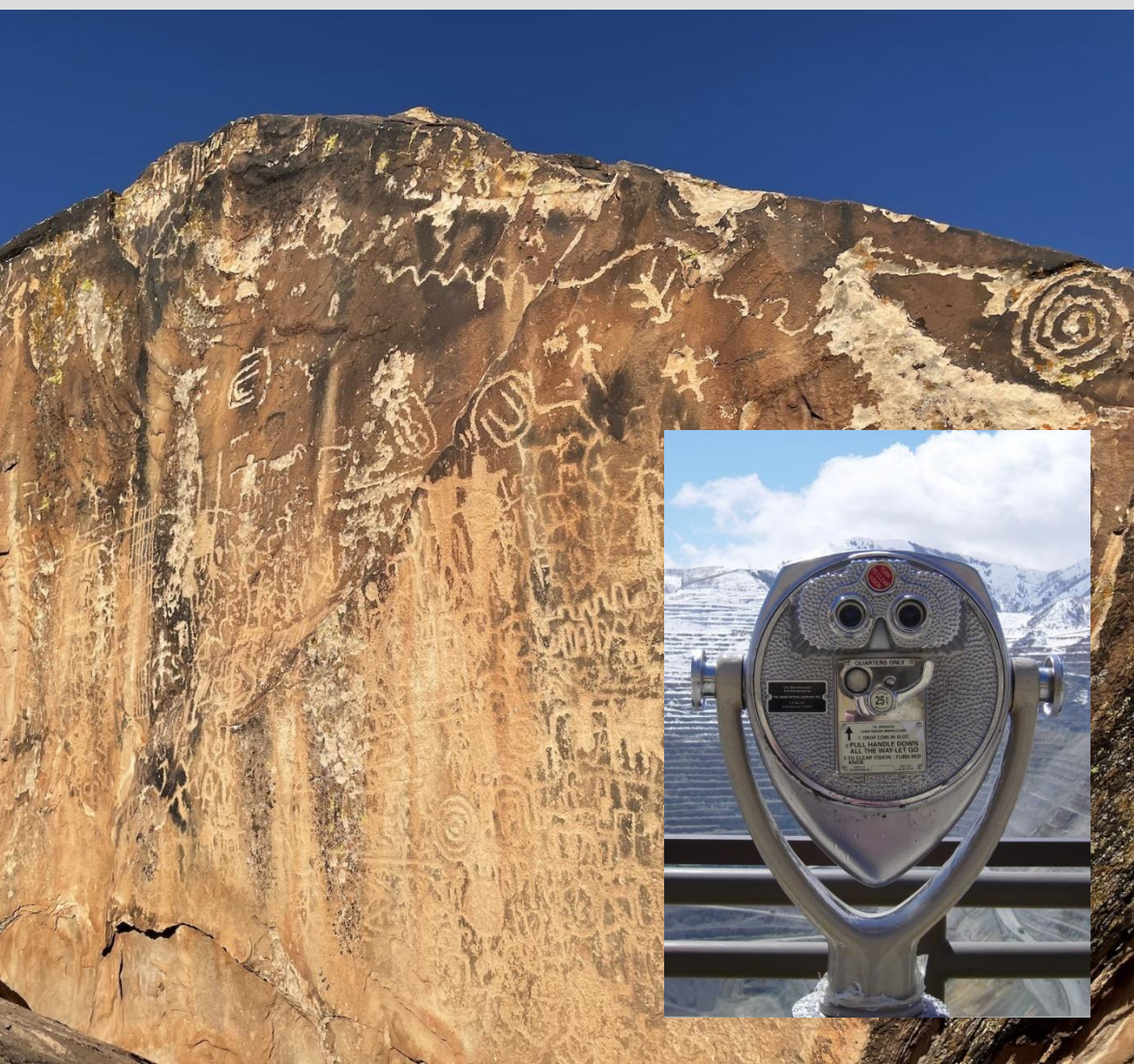


## Transit Access

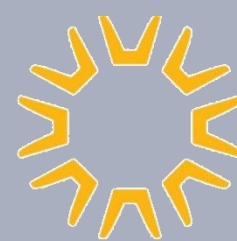
1. Tech Ridge – St. George Regional Hospital
2. Diagonal to South Main

# Arts and Culture

- Integrate Native American and Geological History into the Fabric of St. George
  - Use the existing trail and park infrastructure to identify and highlight the broader history of the area
- Cluster arts Downtown with galleries, museums, public art, and performing art venues in this area
  - Allow for distributed and complimentary art around the City
  - Use City Infrastructure for art integration throughout the City



# THRIVING DOWNTOWN



**St. George**

THE BRIGHTER SIDE

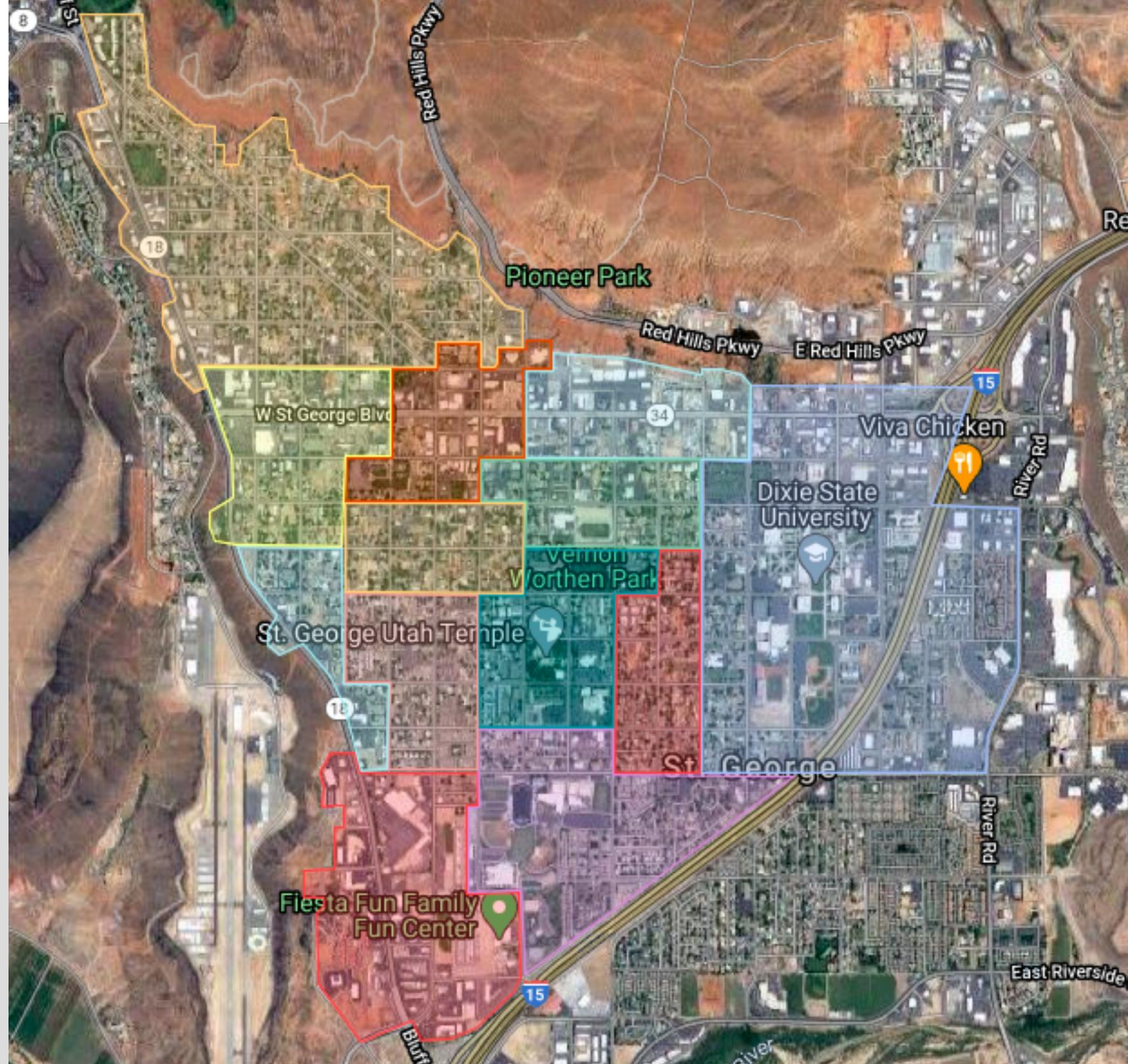
# Downtown Plan Area



# Downtown Neighborhoods



# Diverse Neighborhoods



# Protecting Downtown Historic Assets



# In Progress: Future Character Areas

Survey launching soon!

Map preferred future character options to various Downtown neighborhoods

All areas to include protection of historic assets through design transitions

*Please complete and share!*

[https://survey.co1.qualtrics.com/jfe/form/SV\\_71EXYdDNv2DI1tQ](https://survey.co1.qualtrics.com/jfe/form/SV_71EXYdDNv2DI1tQ)

## HOMEY



**A TRADITIONAL neighborhood with housing other amenities for small and mid-sized family households.**

- Typically, stand-alone homes, town homes, cottage homes, casitas/ADUs, and home-based businesses.
- May be limited in civic/religious uses.
- The scale is mainly 1-2 stories in height.



## CONNECTED



**A CONVENIENT neighborhood with a mix of housing types and small-scale, neighborhood serving businesses.**

- A mix of town homes, cottage homes, stand-alone homes, and student housing.
- Small businesses, cafes, corner stores are accessible, and civic and religious uses are common.
- The scale is 2-4 stories in height with an efficient use of land.
- This area is a bit more diverse in architectural character and compact than the Homey areas.



## LIVELY



**A BUSTLING DISTRICT that encourages a compact mix of jobs, entertainment, community gathering spaces.**

- This is a destination within the City.
- A mix of offices, restaurants, shops, townhomes, multifamily and student housing, civic and religious uses all co-exist in this area.
- Regional- and community-scale entertainment, gathering, and festivities occur here.
- Buildings can range from 2-6 stories in this area, with a focus on walkability with visually interesting, comfortable places for pedestrians.



# Downtown's Distinctive Niche



Survey Q26 - Using keywords or phrases, list three things you value about Downtown St. George.



| OTHER                 |     | 2,571 RESPONSES |  |
|-----------------------|-----|-----------------|--|
| HISTORY / HERITAGE    | 856 | 33%             |  |
| RETAURANTS            | 318 | 12%             |  |
| CHARM / QUAIN         | 317 | 12%             |  |
| WALKABLE              | 303 | 12%             |  |
| ART                   | 291 | 11%             |  |
| SHOP                  | 242 | 9%              |  |
| SMALL TOWN FEEL       | 226 | 9%              |  |
| CLEANLINESS           | 208 | 8%              |  |
| SAFE                  | 206 | 8%              |  |
| BUSINESSES            | 190 | 7%              |  |
| ACCESSIBLE            | 167 | 6%              |  |
| BEAUTY /<br>LANDSCAPE | 98  | 4%              |  |
| COMMUNITY             | 81  | 3%              |  |

# Downtown Strengths, Assets, Challenges, Opportunities

## Strengths & Assets

- Regional government, employment center
- Historic buildings, authentic character
- Arts and culture district and venues
- DSU facilities and people
- Safe, welcoming, family-friendly
- Beautiful public landscaping
- Public art and district
- Small but vibrant core
- Neighborhoods and housing options
- Parking convenience
- Transit center and bus service
- Development opportunities

## Challenges & Opportunities

- Underutilized and vacant land
- Poorly maintained or underinvested properties
- Activity center quite small, limited hours
- Low owner housing occupancy rate
- Limited arts and culture venues, offerings
- Unconnected trails system
- Increasing regional competition
- Wayfinding and connections to area visitor draws
- Connect and differentiate with Tech Ridge
- South Main redevelopment potential
- Transit expansion
- Better connections with DSU campus and students

# Downtown's Market Niche

## Employment/Commercial

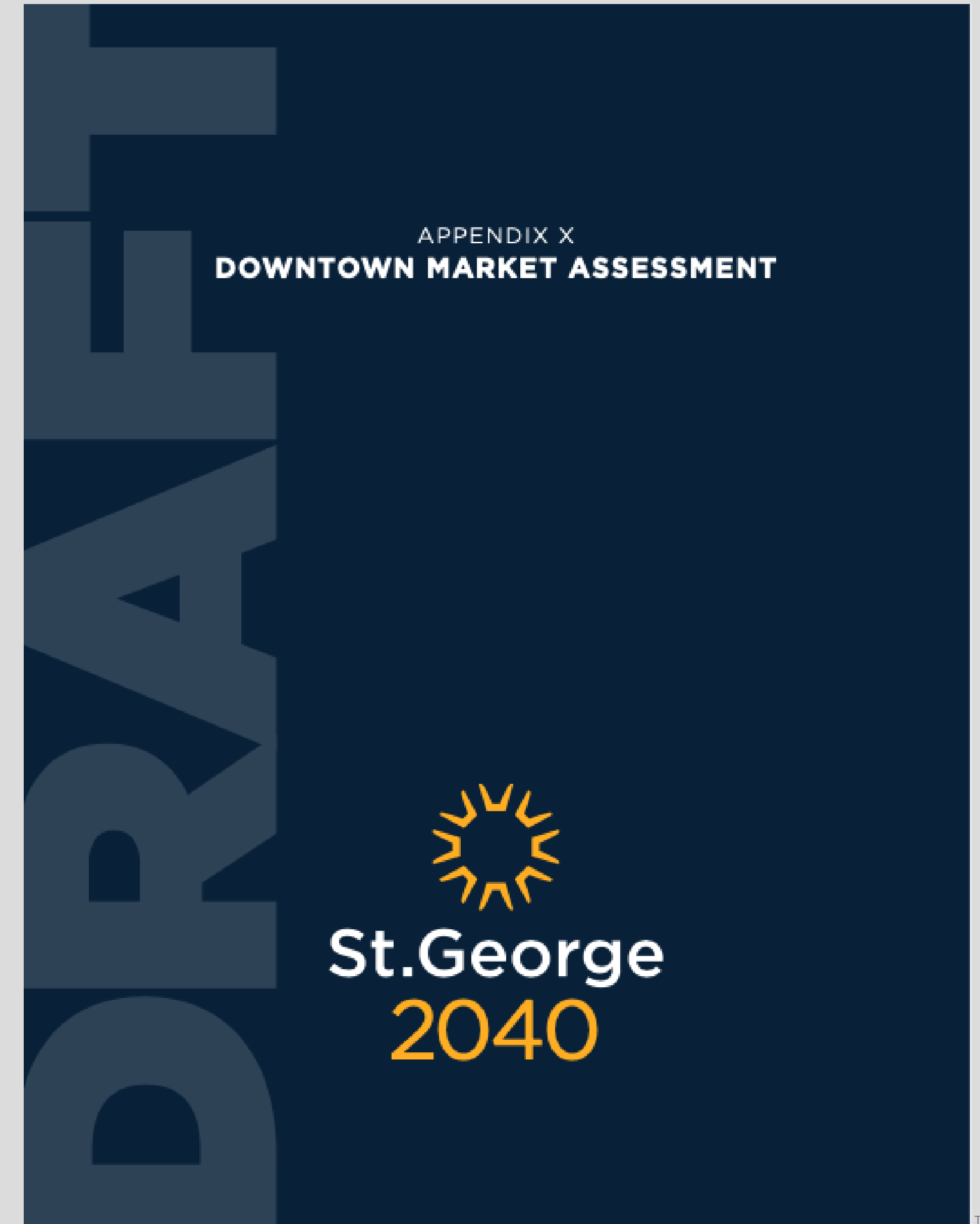
- Government, education
- Visitor services and lodging
- Entertainment and arts
- Financial and professional services

## Retail

- Dining
- Specialty/experience retail

## Housing

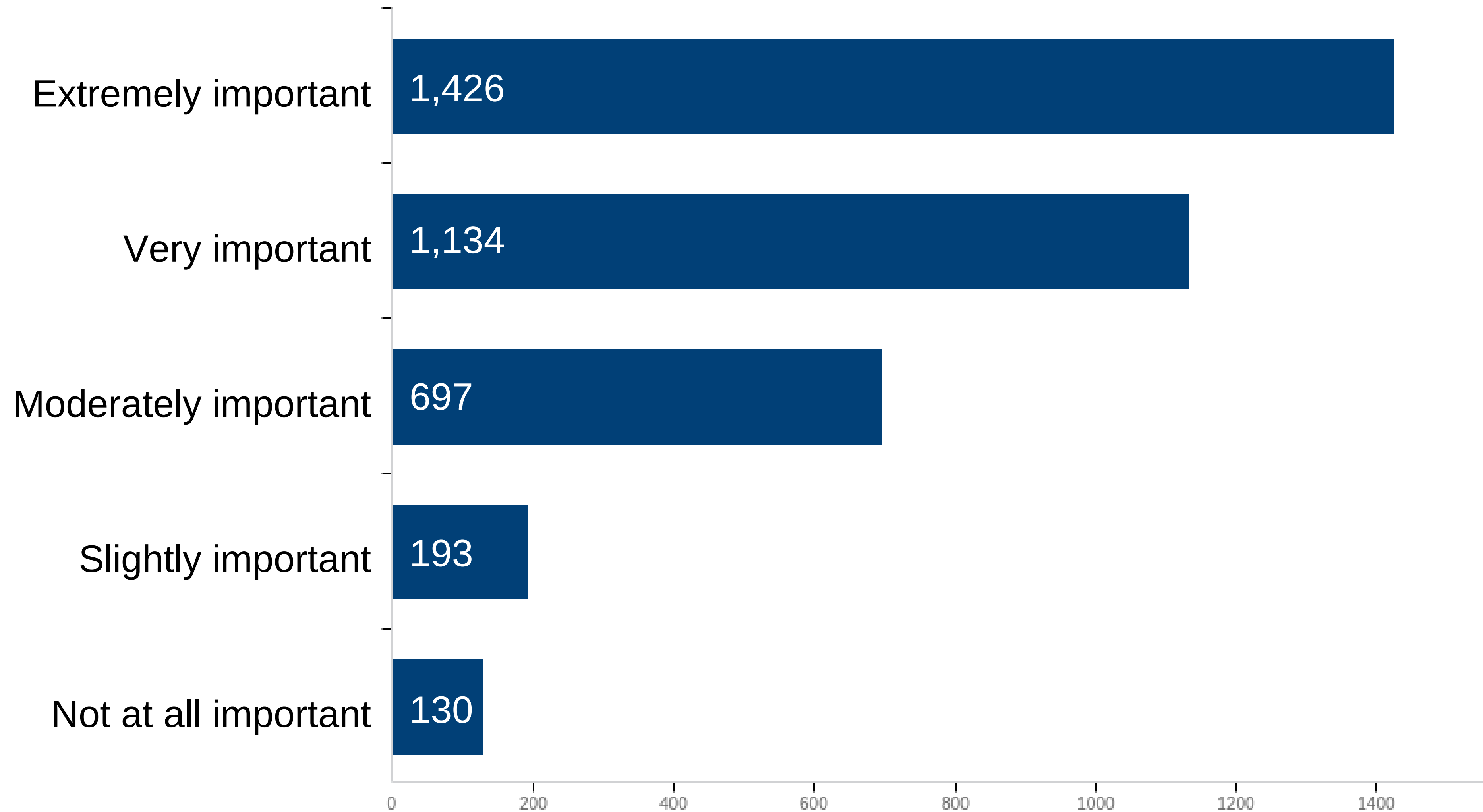
- Smaller footprint single-family
- Rental single family
- Multifamily, including student



# Downtown's Roles - Engagement Findings

|   | Q27 - Which of the following statements best describe the role(s) of Downtown within our community? | Within St. George, what is Downtown's unique Value Proposition? |
|---|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
|   | Top Community Survey Responses                                                                      | Top Steering Committee Responses                                |
| 1 | Gather for entertainment and the arts                                                               | Support small and independent businesses                        |
| 2 | Feel safe and comfortable at all times of day/night                                                 | Gather for entertainment and the arts                           |
| 3 | Maintain beautiful, landscaped public spaces                                                        | Preserve and interpret our cultural history                     |
| 4 | Support small and independent businesses                                                            | Market our community and showcase our distinctive brand         |
| 5 | Preserve and interpret our cultural history                                                         | Offer a variety of Housing Types                                |

Survey Q28 - As you consider opportunities and activities within St. George, how important is it that Downtown be a gathering place for arts and culture, entertainment, and dining?



# Downtown Engagement – Informal Entertainment



Engagement responses *did not prioritize* traditional economic development roles of Downtown:

- Employment center
- Shopping district
- Visitor attraction
- Tax generation

This is consistent with:

- Distributed commercial and employment nodes throughout St. George to reduce traffic and add convenience in disparate neighborhoods
- Only 1/4 St. George of primary jobs are in Downtown today
- Desire for Downtown to remain community and family-centered gathering place

How should Downtown be positioned among other commercial, employment, or retail areas?

# Downtown's Growth and Redevelopment Opportunities



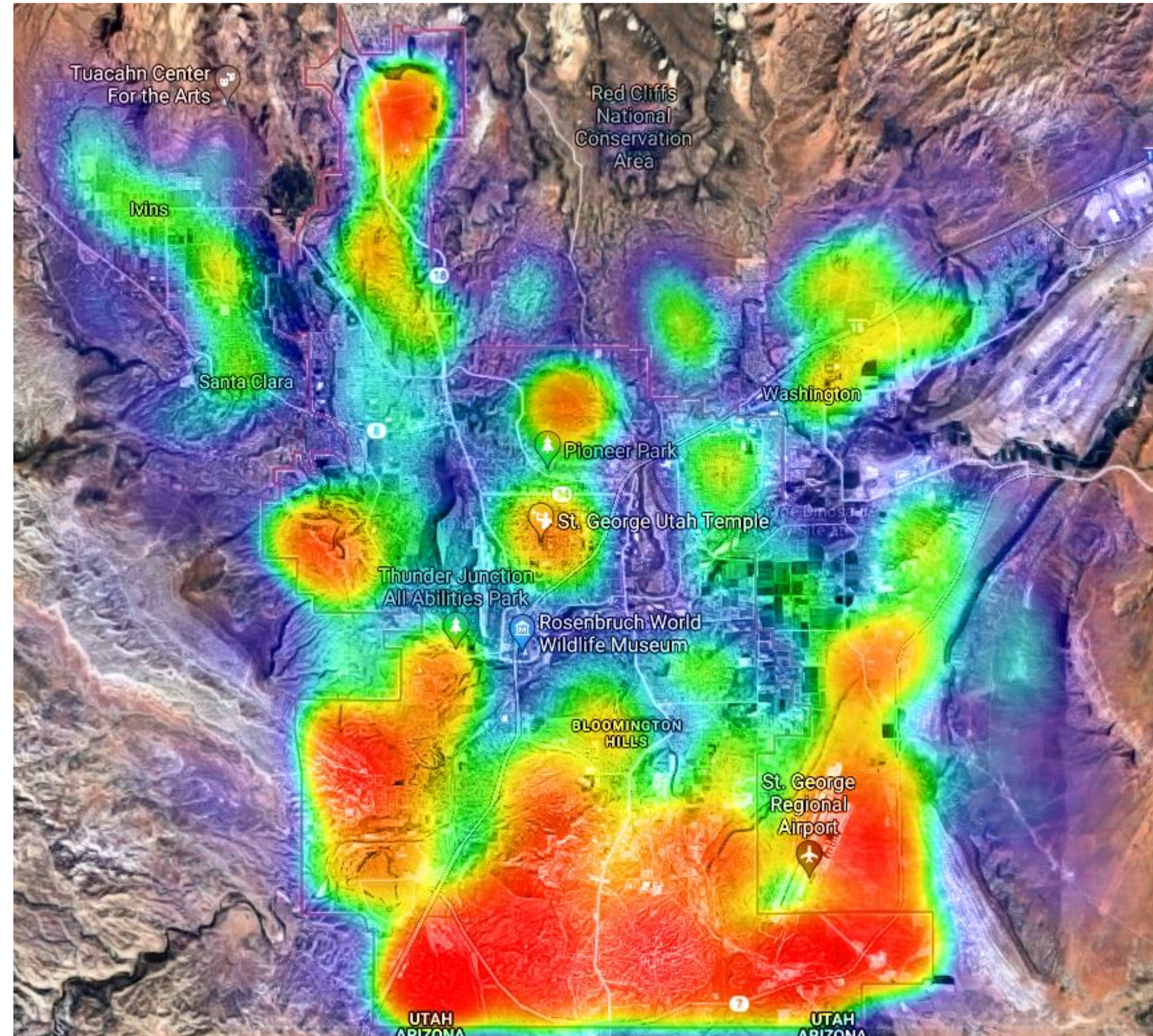
# Growth in Downtown

Growth is projected to roughly double St. George population by 2040.

Survey Q17 - Select areas on the map below that you feel would be appropriate for additional growth within St. George?

Responses acknowledge much of the growth will occur in undeveloped areas.

In Downtown, clusters in S. Main and NE of DSU

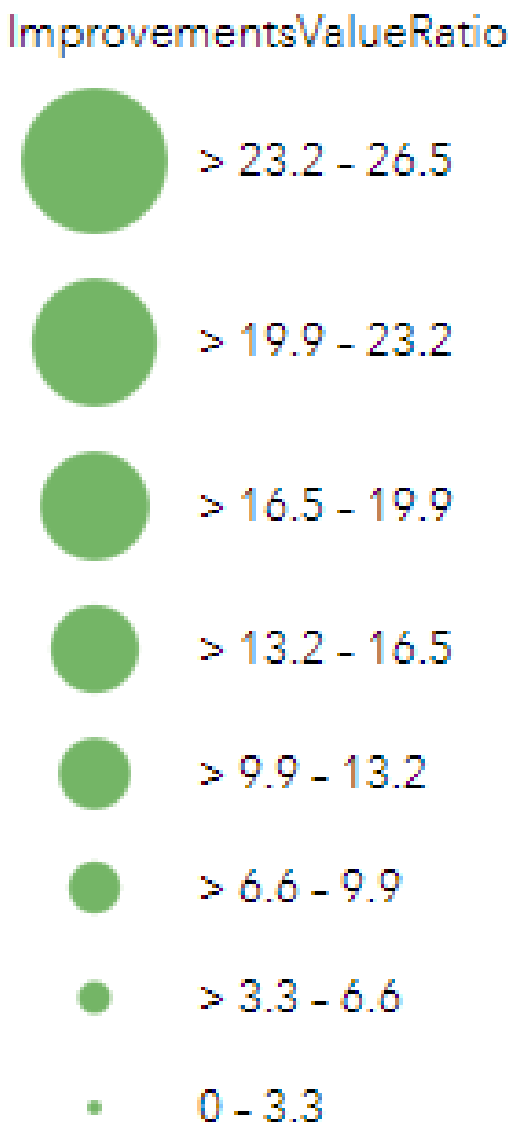


# Property Value Analysis & Direct Observation

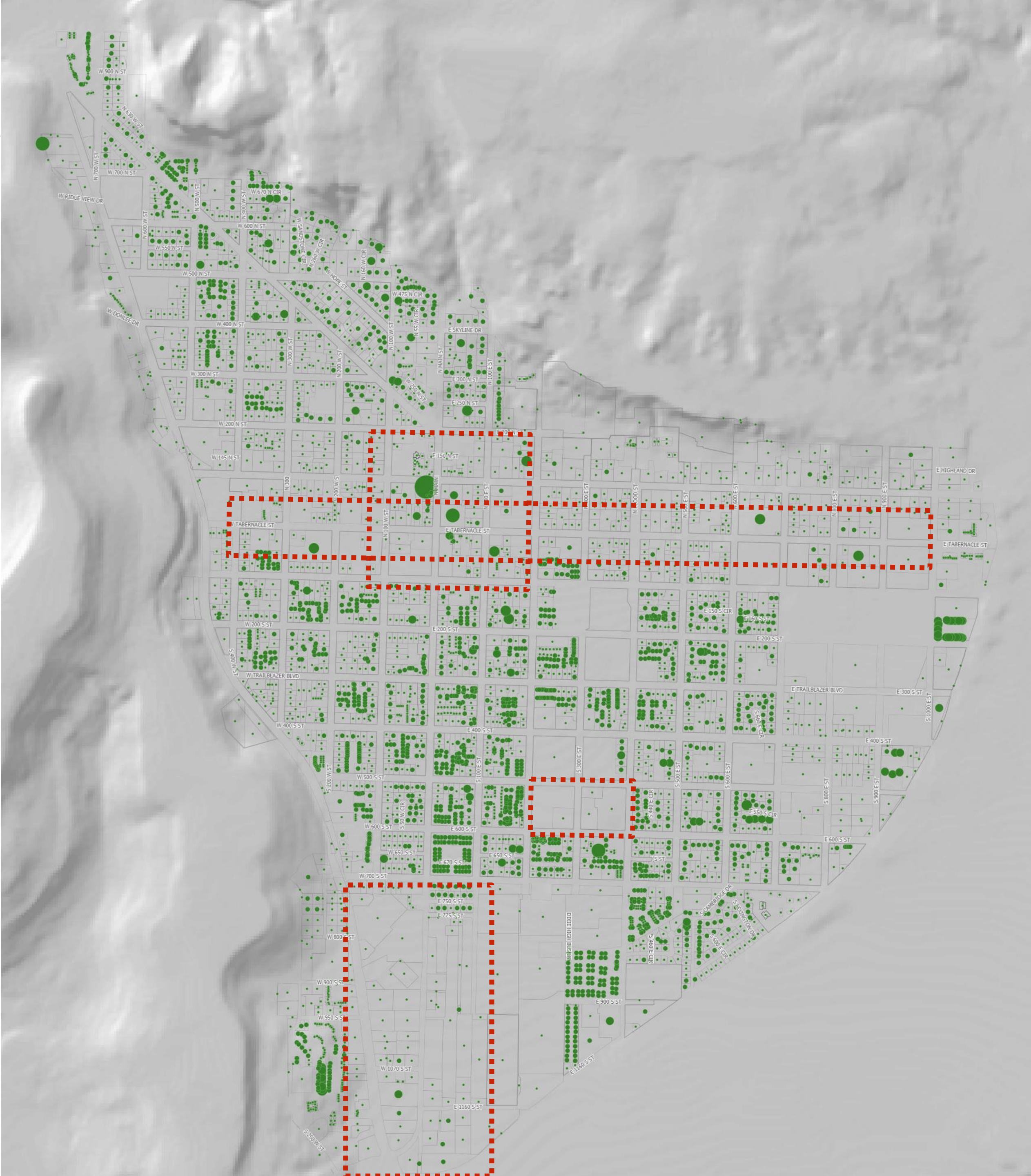
Land Value: Improvements Value\*  
Indicator of Redevelopment Potential

## Revitalization Opportunity Areas:

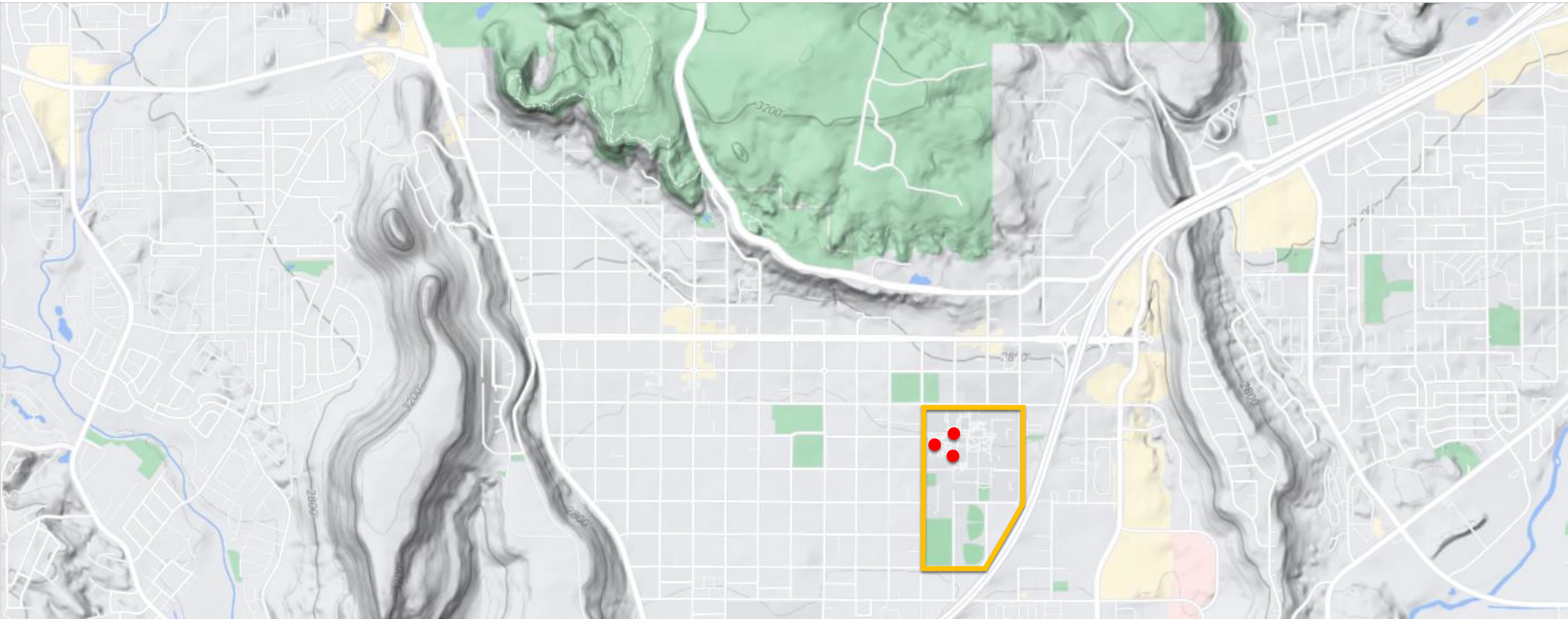
- Tabernacle Corridor
- South Main District
- Arts District (continued)
- Old hospital site



\*Public Buildings Excluded



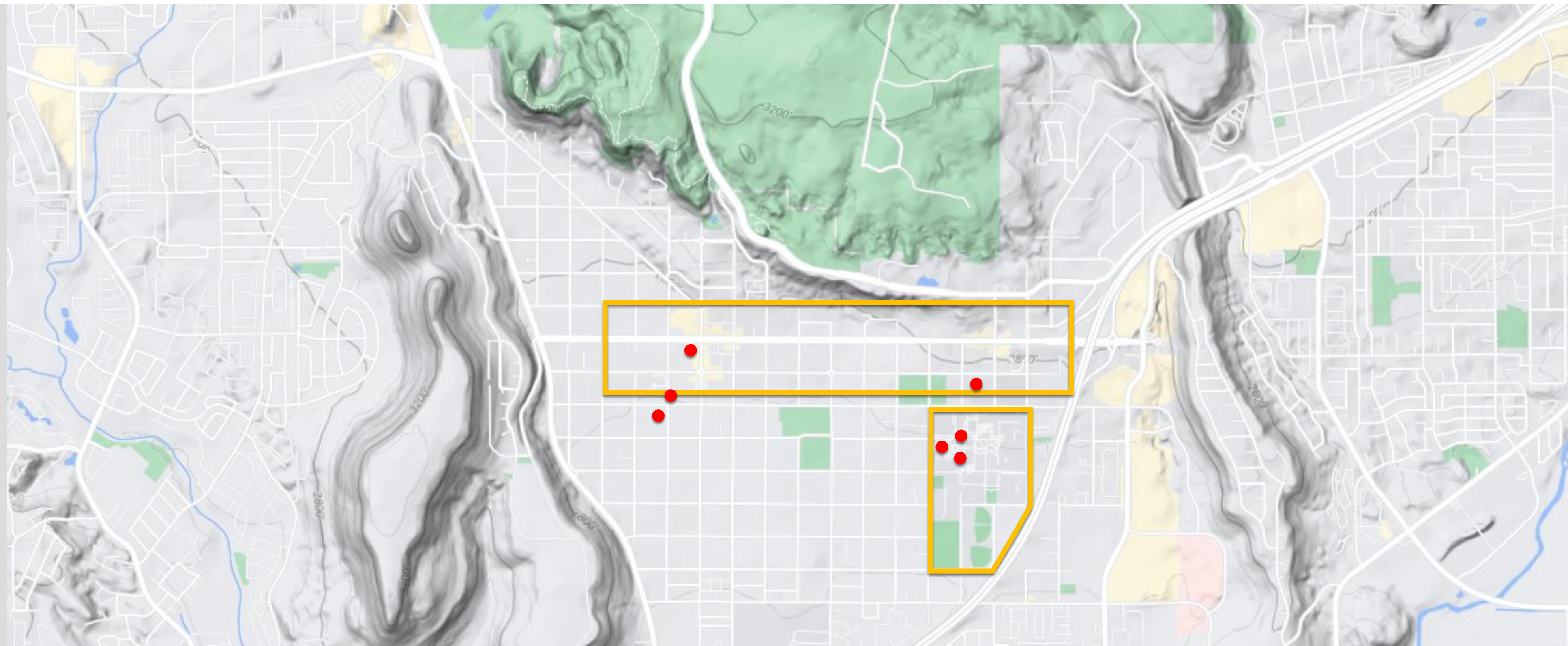
# DSU Integration - Additional Height Discussion



DSU will continue to build taller buildings on campus due to limited land area



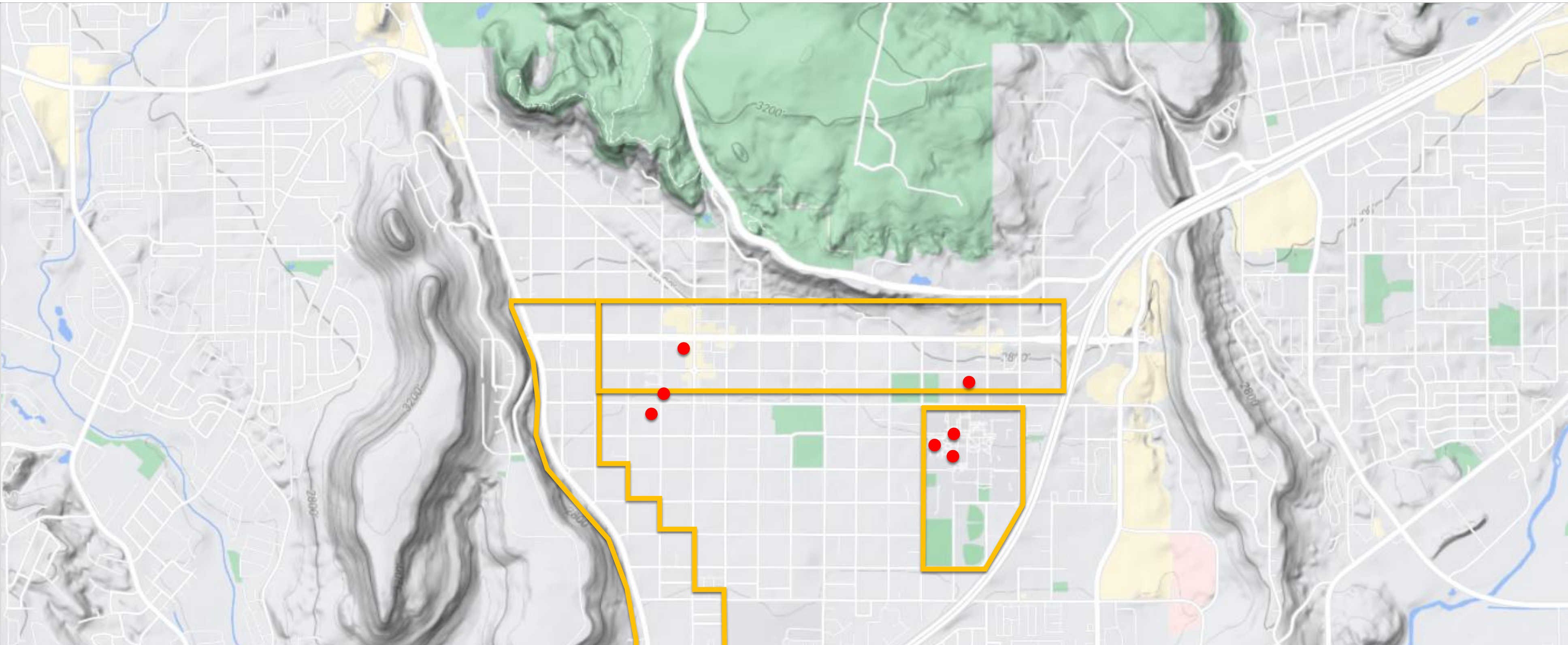
# DSU Integration - Additional Height Discussion



Taller buildings  
have existed  
along St. George  
Blvd, toward the  
bluff to the north



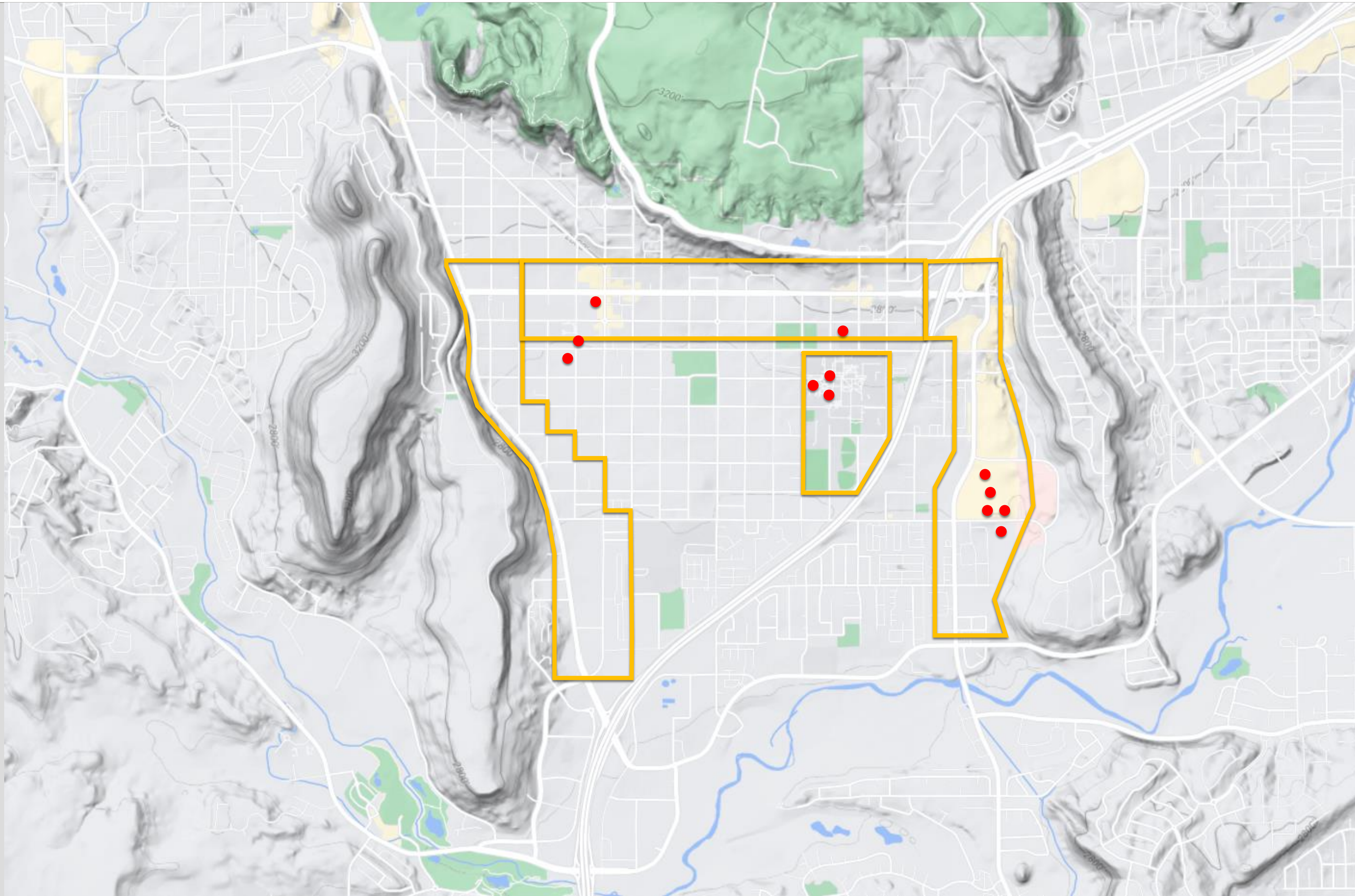
# Downtown - Additional Height Discussion



Taller buildings  
would be less  
noticeable along  
Bluff Street with  
the bluff to the  
west



# Potential Additional Height Areas



Taller buildings will continue at DSU, exist and are less noticeable in front of bluffs.

Could set the stage for where to allow future height

# Downtown Business Support



# Downtown's Roles Engagement Findings



|   |                                                                                                     |                                                                 |
|---|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
|   | Q27 - Which of the following statements best describe the role(s) of Downtown within our community? | Within St. George, what is Downtown's unique Value Proposition? |
|   | Top Community Survey Responses                                                                      | Top Steering Committee Responses                                |
| 1 | Gather for entertainment and the arts                                                               | <b>Support small and independent businesses</b>                 |
| 2 | Feel safe and comfortable at all times of day/night                                                 | Gather for entertainment and the arts                           |
| 3 | Maintain beautiful, landscaped public spaces                                                        | Preserve and interpret our cultural history                     |
| 4 | <b>Support small and independent businesses</b>                                                     | Market our community and showcase our distinctive brand         |
| 5 | Preserve and interpret our cultural history                                                         | Offer a variety of Housing Types                                |

# Support for Downtown Businesses: Preferred Tools

- **More Downtown housing**
- **Expanded activation & coordination**
- **Parking management at Main/Tabernacle**
- **Affordable start-up space**
- **Coordinated marketing/hours**
- New arts/performance venue
- Grants (facades, outdoor seating areas, etc)
- Grease interceptor/dining conversion grants
- Sidewalk expansion for outdoor patios
- More events
- Meetups and activities
- More wayfinding signage
- Adult recreation equipment
- More pedestrian crossings
- Arts District Branding (banners, pavers)

- Explore municipal facility integration
- Support performing arts venues
- Support / Implement informal entertainment space
- Opportunities for Lighting and seating enhancements
- Excess ROW conversions
  - Add angle on-street parking
  - Expand sidewalks and seating areas
  - Redevelopment incentive
- Independent retail incubator space

How can the City support investment in existing and planned Downtown physical enhancements?



# Possible Downtown Activation & Management Discussion

- Marketing Coordination (web, social media)
- Coordinated weekend evening hours
- Activation - frequent activities and meetups in community spaces
- Student, worker, and resident engagement
- Events permitting and oversight

**How might the City be more engaged in ongoing Downtown activation and management?**

Source: [www.kenthillpark.com](http://www.kenthillpark.com)



# Expanded Housing and Mixed Use



# Downtown – Housing & Mixed Use

## Benefits

- Support Downtown businesses
- Attract and retain Downtown workers
- Support DSU needs and enrollment goals
- Increase housing stock, attainability, choice
- Reduce cross-city traffic, comparatively
- Add resource efficient units

Continue mix of single and multi-family



# Downtown – Housing & Mixed Use

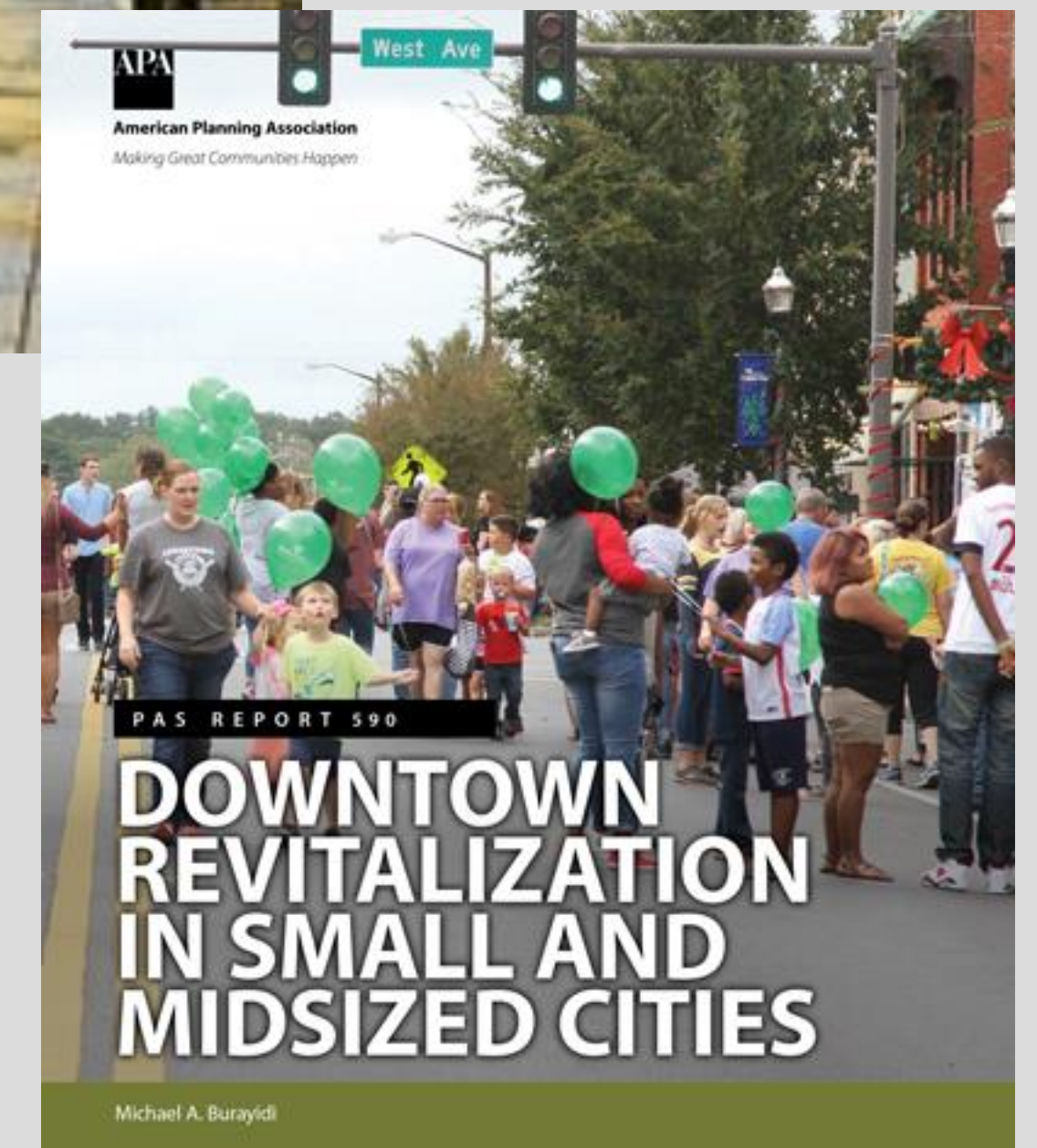
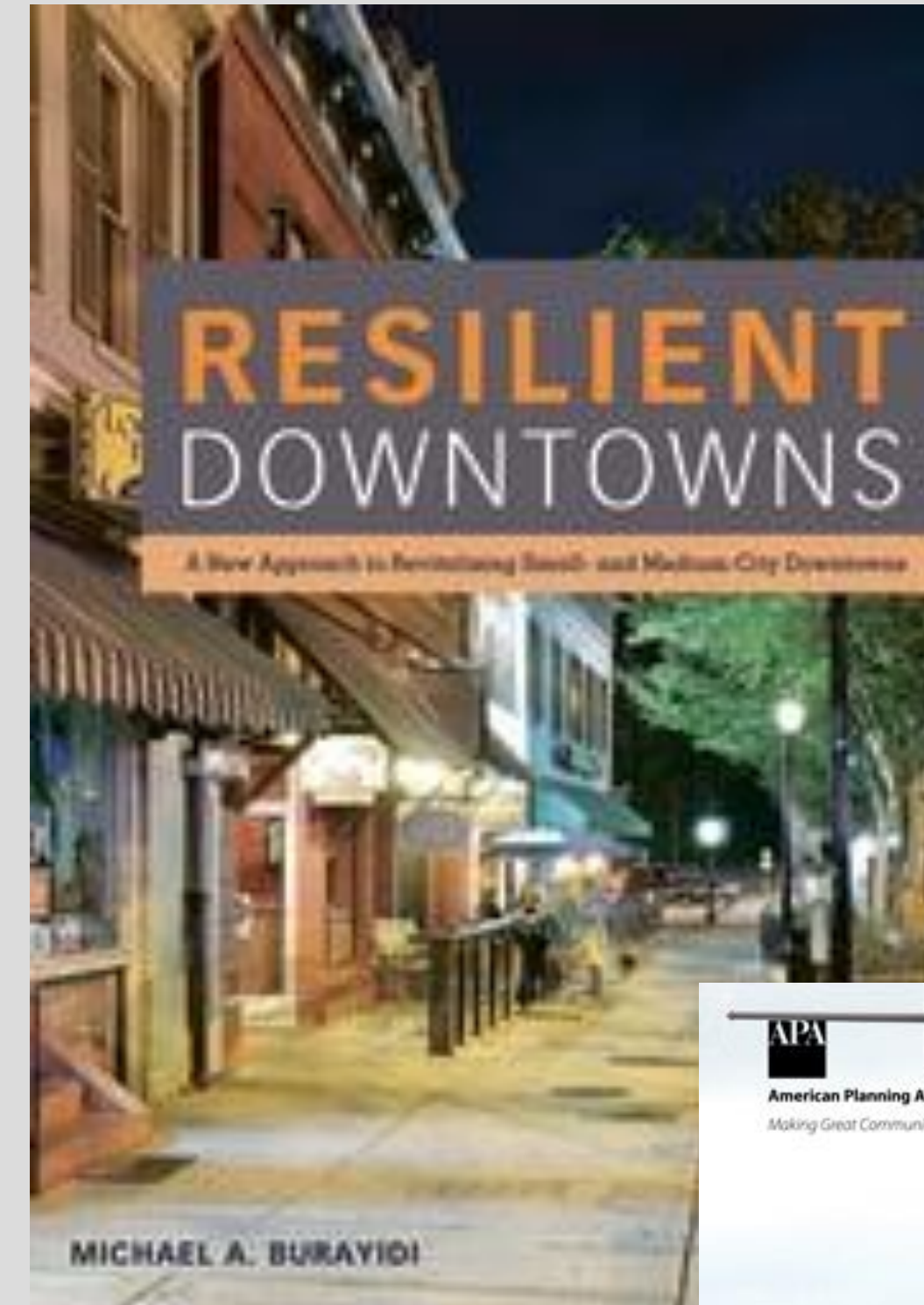
## Housing is Essential to a Vibrant Downtown

At least five percent of a city's population should reside downtown to provide the critical mass needed to sustain downtown activity."

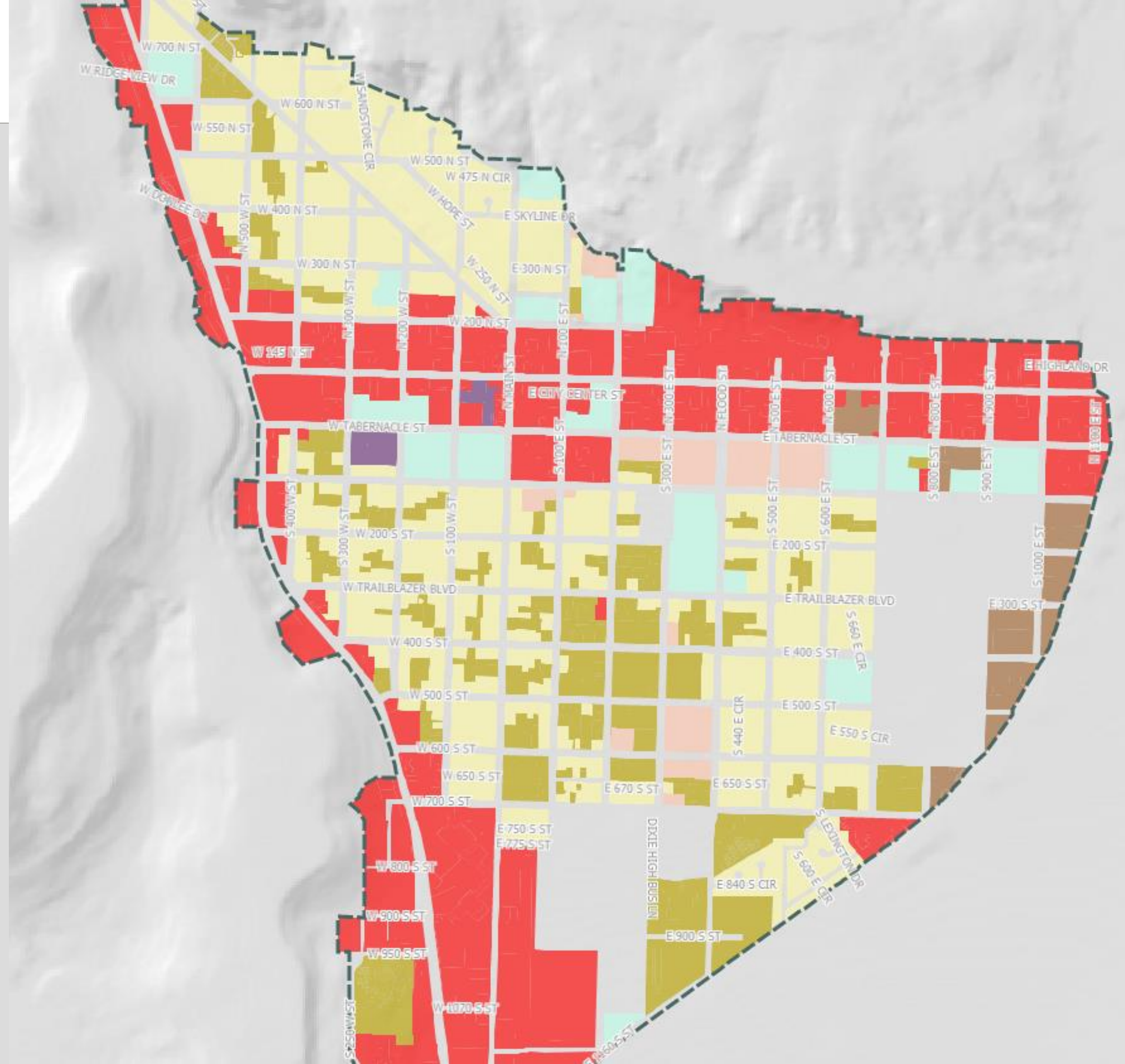
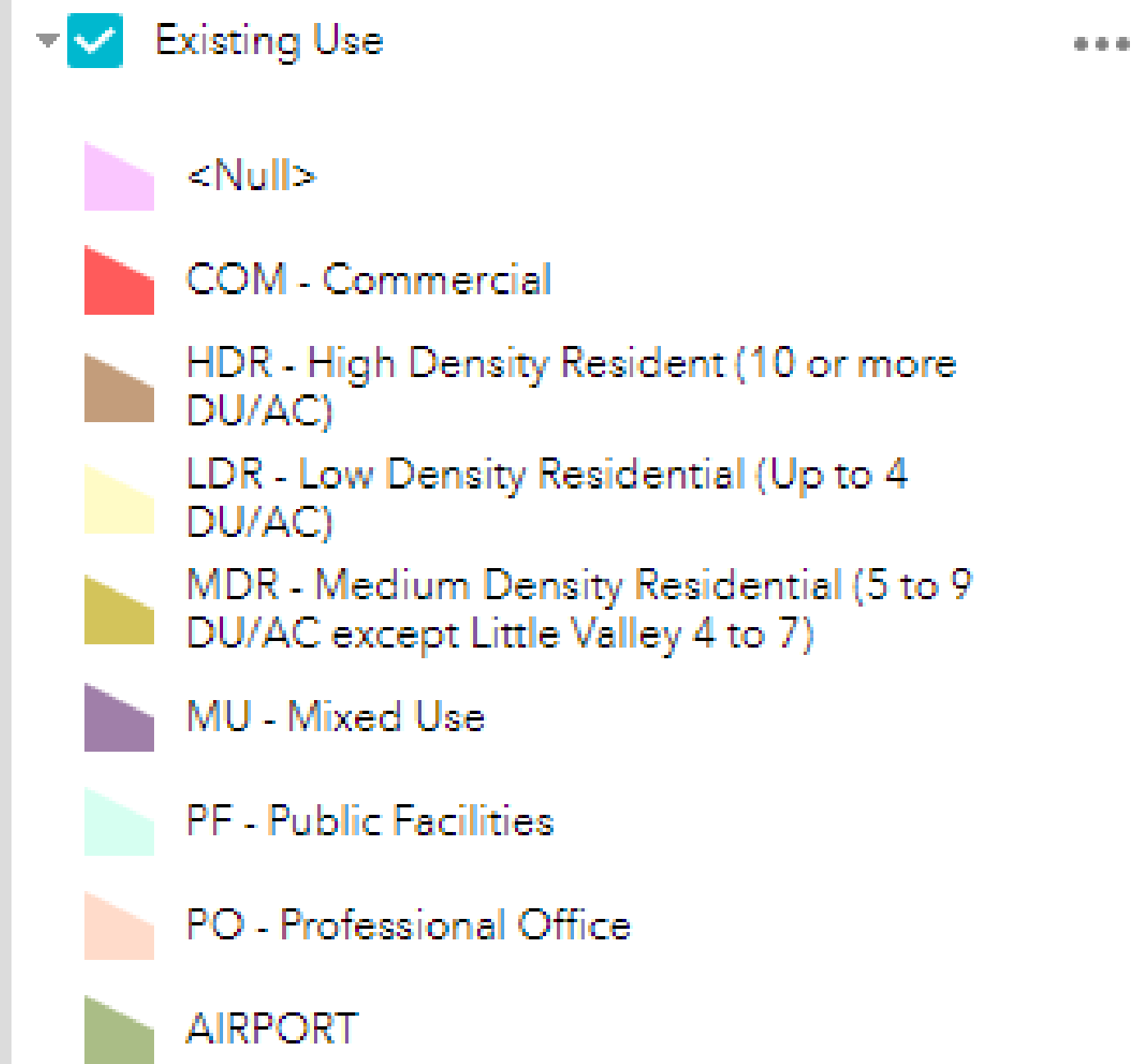
- *Resilient Downtowns*, Buriyadi 2013.

"Healthy downtowns have significant foot traffic and activity throughout the day and night ...Cities must support the private sector to provide housing in the downtown".

- *Downtown Revitalization in Small and Midsized Cities*, American Planning Association, 2018.



# Downtown Land Use



This map displays the percentage of the Black or African American population by census tract in the City of Dallas, Texas. The data is presented as a grid of colored squares, each representing a census tract. The color scale ranges from light yellow (0%) to dark brown (100%). Major streets are labeled, and the city's boundary is indicated by a dashed line. The map shows a high concentration of the Black population in the central and eastern parts of the city, particularly in the areas around downtown and the East Dallas neighborhood.

The map displays the percentage of the population aged 65 and older for each census tract in Tulsa. The data is as follows:

| Census Tract | Percentage |
|--------------|------------|
| 1000000      | 0%         |
| 1000001      | 0%         |
| 1000002      | 0%         |
| 1000003      | 0%         |
| 1000004      | 0%         |
| 1000005      | 0%         |
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| 1000101      | 0%         |
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| 1000110      | 0%         |
| 1000111      | 0%         |
| 1000112      | 0%         |
| 1000113      | 0%         |
| 1000114      | 0%         |
| 1000115      | 0%         |
| 1000116      | 0%         |
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| 1000122      | 0%         |
| 1000123      | 0%         |
| 1000124      | 0%         |
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| 1000167      | 0%         |
| 1000168      | 0%         |
| 1000169      | 0%         |
| 1000170      |            |

# Downtown – Housing & Mixed Use

- Moderate Income Housing Plan: strong need for more attainable housing
- Market Assessment: Strong demand will drive infill housing, can support MU in some locations
- Recent MU experience:
  - Has increased foot traffic, activity
  - No measured crime, unruly behavior change
  - Modest parking impacts (can improve)
  - Height/massing fit depends on context



<https://www.mzscottsdale.com/>

# Development Idea Images - Housing



<https://desertcolor.com/>



# Development Idea Images - Housing



# Development Idea Images - Housing



# Development Ideas - Vertical Mixed Use



# Development Ideas - Horizontal Mixed Use



# Downtown – Infill Housing Concept for Discussion

**Existing 1-2 story residential areas** (Boundaries TBD.

E.g., Sandtown, Temple, DSU to Legacy)

**Allow more of what exists today**

- Second house on deep lots
- One non owner occupied ADU per lot
- All residential uses up to 35'

Continue an eclectic mix of design styles

Maintain scale while encouraging revitalization

**Existing commercial /revitalization areas** (Boundaries

TBD e.g., Arts District, Tabernacle, S. Main, hospital site, north of DSU)

**Allow commercial properties to redevelop as...**

- Multifamily apartment buildings
- Mixed use commercial/residential buildings
- Horizontal mix of commercial and residential
  - Townhomes or rowhomes
  - Incentivize Higher quality retail / commercial

With design transitions to historic properties, and single family

Create standards to guide development for clarity and consistency

[illegible]

# Discussion