

**NOTICE OF REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, October 22, 2020 commencing at 4:00 p.m.

The meeting will be broadcast via Zoom. Persons who are allowed to comment during the meeting may also do so via Zoom. To login to the meeting you may do so by visiting: <https://zoom.us/j/98337519183> or by calling one of the following phone numbers:

One tap mobile

+12532158782,,98337519183# US (Tacoma)

+13462487799,,98337519183# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 983 3751 9183

Find your local number: <https://zoom.us/j/98337519183>

Instructions for participation will be given at the onset of the meeting.

The agenda for the meeting is as follows:

1. Consent Calendar.

- a. **Consider approval of a Services Agreement with Barr Engineering Co. for a Phase II environmental investigation for the 116-176 W St. George Blvd Project.**

BACKGROUND and RECOMMENDATION: A Phase I Environmental Site Assessment conducted in September 2020 identified three recognized environmental conditions. The Phase II investigation will address the potential environmental risks prior to the purchase of the property by the City, as part of the due diligence process. Staff recommends approval.

- b. **Consider approval of Lease Agreement with the St. George Musical Theater for lease of portion of the St. George Opera House located at 212 North Main Street.**

BACKGROUND and RECOMMENDATION: This agreement outlines the terms for St. George Musical Theater, a 501(c)(3) charitable organization, to lease a portion of the St. George Opera house and grants use of the City's Social Hall. Staff recommends approval.

- c. **Consider approval to award contract to CVE Technologies for a Wifi**

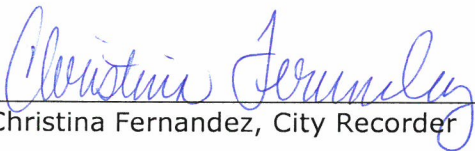
upgrade project.

BACKGROUND and RECOMMENDATION: This project is to replace all older WiFi access points with modern equipment that will address some of the unique challenges that COVID-19 has created for the workplace. Some of the benefits include: Increase WiFi availability, speed, capacity, network security. SSIDs, reliability, Remote Management, and IoT and Bluetooth Beacon Tracking. This purchase will be from a vendor on a State of Utah cooperative contract (contract #AR223). Staff recommends approval.

d. Consider ratification of a change order for repair of the Storm Drain near Ramada Inn.

BACKGROUND and RECOMMENDATION: Emergency repairs have been continuing on the storm drain pipe and sink hole near the Ramada Inn due to the storm event from Aug 23/24 of this year. After analyzing and comparing repair solutions to the storm drain pipe including open trench excavation and installation of new concrete pipe vs. lining the existing corrugated metal pipe with Hobas pipe or any other potential pipe material, it was determined that Hobas pipe specifications would work in the given situation (i.e. pipe depth, size, strength) at a lower cost and in a quicker, shorter timeframe. The change order is for \$686,107. Staff recommends approval.

2. **Reports from Mayor, Councilmembers, and City Manager.**
3. **Site visit to Webb Hill.**
4. **Site visit to the St. George Animal Shelter.**
5. **Site visit to Temple Springs Park.**
6. **Site visit to the Wastewater Treatment Plant.**
7. **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

Date Submitted 10/15/2020 05:23 PM

**Proposed City Council
Date** 10/22/2020

Applicant Shirlayne Quayle

Subject Consider approval of a Services Agreement with Barr Engineering Co. for a Phase II environmental investigation for the 116-176 W St. George Blvd Project.

Background A Phase I Environmental Site Assessment conducted in September 2020 identified three recognized environmental conditions. The Phase II investigation will address the potential environmental risks prior to the purchase of the property by the City, as part of the due diligence process.

Proposed Resolution Staff recommends approval.

Cost \$

Action Taken

Requested by Shirlayne Quayle

File Attachments

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

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

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into as of this ____ day of _____, 2020, between the City of St. George, Utah, a Utah municipal corporation (the "City") and the St. George Musical Theater ("SGMT"). The City and SGMT hereinafter are collectively referred to as "Parties."

RECITALS

A. The City owns the property known as the St. George Opera House located at 212 N. Main Street, St. George, Utah, and it desires to lease a portion of the St. George Opera House to SGMT as more fully described in Exhibit A, and hereinafter referred to as the "Premises."

B. SGMT is a 501(c)(3) charitable organization formed to operate a musical theater production group which produces shows and entertainment for the public in the City of St. George, and surrounding areas and desires to use the Premises for musical theater rehearsals and performances.

C. The City is willing to lease the Premises to SGMT on the terms and subject to the conditions herein.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, SGMT and The City hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. SGMT Lease Payments. SGMT agrees to pay the following amounts to The City:
 - a. Yearly Lease Payment. SGMT shall pay to The City an annual lease payment of One Dollar and no/100 (\$1.00). The first year's payment shall be due January 1, 2021, and every subsequent January 1st during the term of this lease.
 - b. Periodic Lease Payments. In addition to the yearly lease payments, SGMT shall make periodic lease payments to The City in the amount of One Dollar and no/100 (\$1.00) for each ticket sold for any and all SGMT theater performances during the prior period. At the beginning of the lease term, and yearly thereafter, SGMT shall provide to the City a detailed, theater production schedule (the "schedule"), disclosing each theater production for the upcoming year, and setting all periodic lease payment due dates for the upcoming year at fifteen (15) days after the close of each theater production. Periodic lease payments will be made as set forth on the schedule, and continue after termination of this Agreement, until all amounts due are paid. Any changes to the schedule will be submitted in writing and approved by the City. In addition, during the term of this Agreement, SGMT shall submit an annual financial report to the City. The annual report shall include as one of its line items, the number of tickets sold for all SGMT performances.
3. Lower Income Admission Program. SGMT shall develop and propose to the City for review and approval a program for access to productions of the SGMT by lower income children and families including a summer program for children. The

objective of the program is to provide access to the arts for all children and families regardless of economic circumstances. The City agrees to waive Monthly Lease Payment fees for a specific number of tickets per month for program beneficiaries.

4. SGMT Uses. SGMT may use the Premises only for the uses described herein, and specifically to operate a musical theater production group which produces shows and entertainment for the public in accordance with this Agreement. SGMT is responsible for providing adequate security during its lease of the Premises. SGMT is responsible for setting up and taking down any special equipment used by it during lease of the Premises.

a. Use of the Social Hall. So long as SGMT is not in default hereunder, SGMT may use the Social Hall adjacent to the Premises for scheduled practices or auditions on Monday through Thursday of any week. To use the Social Hall, SGMT must deliver to the City an annual schedule of all SGMT's practices and auditions showing any practices and auditions on Monday through Thursday only for which SGMT intends to use the Social Hall. In addition, the City may, in the City's sole discretion, allow SGMT to use the Social Hall on any Friday, Saturday, or Sunday of any week, upon request by SGMT no earlier than 2 weeks before the desired use. All of SGMT's insurance and indemnification requirements hereunder applicable to the Premises apply equally to SGMT's use of the Social Hall. SGMT may not store any items of personal property in the Social Hall and may not use any personal property belonging to the City, such as tables and chairs, without specific written permission from the City. To the extent SGMT uses any tables and chairs with permission of the City, SGMT shall be liable for any damage sustained to the personal property and shall return all such items to their respective storage locations when done.

5. City Uses. The City reserves the right to access the Premises in accordance with this Agreement. The City shall retain full control of the technician's office in the Opera House, and the phones and other equipment stored therein. The technician's office is not part of the leased Premises. The City also reserves the right to access the Premises for general uses and purposes, including but not limited to: "St. George Live" performances and tours; The City tours of the historic Opera House building; and student educational activities. In the event of scheduling conflicts, SGMT events that are on the yearly theater production schedule shall have priority.

6. City Personal Property, Equipment, and Fixtures. The City will select, in its sole discretion, and purchase, in its sole expense, the following items, which items will remain the property of the City, and SGMT will not have any claim or interest in the items, except the right to use the items during the term of this Agreement: risers, sound system (excluding microphones); and lighting system (excluding any items purchased by SGMT).

7. Term of Lease; Option to Renew; Termination.

a. Term. This Agreement shall commence upon the execution of this Agreement and shall terminate three years from the date of execution of this Agreement.

b. Automatic Renewal. After the initial two-year term of this Agreement, this Agreement shall automatically renew for one-year terms unless terminated by either party upon ninety (90) days' written notice. The option to renew,

and this Agreement, shall terminate, without further action or notice, five (5) years from the date of execution of this Agreement.

c. Termination. The Parties retain the right to terminate this Agreement at any time during the lease term upon one-hundred eighty (180) days' written notice. Upon such notice, SGMT shall vacate the Premises, remove all of its personal property, equipment, and fixtures, and comply with all other terms of the surrender of possession section of this Agreement.

d. Surrender of Possession. On or before the last day of the term of this Agreement, SGMT shall peaceably and quietly surrender and deliver the Premises to The City in good repair, and in a clean and sanitary condition. The Premises shall be free of any and all encumbrances, including the removal of all personal property, equipment, and fixtures belonging to SGMT. SGMT shall surrender possession free of all such items, and if not removed, at the City's election, be deemed abandoned and become property of the City without payment or offset.

8. Default or Breach. It shall constitute a breach of this Agreement, if:

a. SGMT fails to perform or comply with any of the covenants or conditions of this Agreement, including but not limited to payment of rent and utilities when due;

b. SGMT vacates, abandons, or fails to occupy the Premises, or if the Premises are used for any purpose other than those permitted herein; or

c. SGMT is no longer viable, is no longer a nonprofit entity, or it becomes subject to bankruptcy, reorganization, or an assignment for the benefit of creditors, or other similar procedure, whether voluntary or involuntary.

If nonperformance, default, or breach continues for a period of fifteen (15) days after written notice provided by the City to SGMT explaining the default or breach, and if the nonperformance, default or breach is not remedied within that fifteen (15) day period, after written notice is given by the City to SGMT, the City shall have the right to cancel and terminate this Agreement. The City shall provide SGMT with twenty (20) days' written notice of the cancellation or termination. Upon expiration of the twenty (20) days, the lease shall terminate without further notice. SGMT's liability for sums owed to The City under this Agreement will not terminate until satisfied.

9. Utilities. SGMT shall be responsible to pay for all utilities, including but not limited to electric, water, garbage, telephone, internet, and natural gas in an amount of the actual costs of the services.

10. Subleasing Prohibited. SGMT shall not sublease all or part of the Premises to any person or entity.

11. Management and Operation of the SGMT. SGMT shall manage and operate their musical, theatrical, and artistic nonprofit business in a manner consistent with the governing instruments of SGMT as a charitable nonprofit 501(c)(3) organization, and in accordance with the terms of this Agreement. No use of the Premises shall jeopardize the property tax exempt status of the Opera House or the City.

12. Licensing Required. SGMT shall obtain and maintain any and all required licensing, including a valid city business license.

13. Copyright. SGMT covenants to assume full responsibility for complying with Federal Copyright Law and any regulations promulgated thereunder related to activities on the Premises, including but not limited to, assumption of responsibility for paying all royalties for use of copyrighted works like music, plays and other materials used on the Premises. SGMT further certifies that all required approvals have been obtained from copyright owners for works performed during SGMT's lease of the Premises. SGMT agrees to defend, hold harmless, and indemnify The City, its officers, agents, employees, and representatives from and against any infringement actions, or causes of action, arising out of SGMT's failure to obtain such approvals.

14. Signage. Any exterior signage identifying SGMT shall be approved in advance by the City and shall comply with all applicable laws and ordinances. Temporary signage and banners advertising events and other activities related to operation of SGMT shall be allowed on the Premises as long as such signage does not violate The City ordinances and has received all required permits. The City may post information at the entrance to the Premises indicating that the Premises are operated by SGMT under Agreement with the City and include contact information for the Parties.

15. Alterations, Additions, Improvements, and Construction. All alterations, additions, improvements, and construction on or to the Premises shall be subject to prior written approval of the City. Any requests shall be in writing, and shall detail the type of alteration, addition, improvement or construction change being done, including, but not limited to, a narrative and detailed plans. The City has the right, in its sole and absolute discretion, to reject any request. SGMT shall not make any alteration, addition, improvement, or construction change to the Premises that would decrease the value or negatively impact the historic quality of the Opera House.

16. Restrictions and Prohibitions.

a. Alcoholic Beverages. SGMT does not have the right to sell, store, or provide alcoholic beverages on the Premises, and shall not allow its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, volunteers, or others to bring alcoholic beverages on the grounds or Premises. telephone, internet, and natural gas.

b. Dangerous Materials. SGMT shall not place or store on the Premises any flammable materials, explosives, chemical solvents, fuels, or other substances that may cause harm or damage to individuals or the Premises. SGMT is prohibited from using, storing, or disposing of any Hazardous Substance as defined by U.C.A. Section 19-6-102 (2007).

c. Production Set Construction. The exterior of the Premises shall not be used to store building materials or other items of SGMT. The exterior of the Premises shall not be used to construct production sets. All set production must occur indoors or at a different location.

d. Prohibited Commercial Activity. The Premises cannot be used for commercial activities not specifically outlined in this Agreement. Providing theater, vocal, and/or dance lessons for a fee is expressly prohibited. Activities requiring the payment of fees for services are prohibited. Ticket sales and concessions are a permitted commercial activity.

e. Illegal Activities and Nuisances. SGMT and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, volunteers, or others shall not engage in any act that is unlawful, disreputable, hazardous, or that would foreseeably cause substantial or irreparable harm, in the judgment of a reasonably prudent person, to the Premises or individuals. SGMT shall not operate or conduct activities on the Premises in any manner that constitutes a nuisance.

17. Public Safety. SGMT is required to comply with all applicable fire codes, building occupancy limits, or other laws or regulations to ensure public safety.

18. Repairs, Maintenance, and Cleaning.

a. The City shall perform the following repairs and maintenance of the Premises:

- i. Replacement of all broken glass;
- ii. Maintenance of all air conditioning and heating units, including regular service, and filter replacement; and
- iii. Repair doors, floors, light fixtures, plumbing fixtures, interior walls, exterior walls, roof, ceiling, sidewalks, parking lot, and exterior landscaping.

b. SGMT shall perform the following repairs and maintenance of the Premises:

- i. Light fixtures and equipment which are added specifically to enhance SGMT's use of the Premises, including replacement of light bulbs;
- ii. Daily cleaning and trash removal for the entire Premises, and any additional cleaning required as a result of SGMT's use of the Premises;
- iii. Pay for any emergency calls for service related to plumbing, broken glass, or other maintenance obligations assigned to The City or SGMT under this Agreement; and
- iv. Pay for any repairs or damage to the Premises caused by the negligent or intentional acts of SGMT and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, assignees, volunteers, or others.

c. In the event SGMT fails to perform its duties for repair, maintenance, and cleaning, or timely payment of the costs billed to it for the same, The City has the right to terminate this Agreement. The City also may enter the Premises and perform any repairs, maintenance, or cleaning which The City determines, in its absolute and sole discretion, are necessary. If The City chooses to perform the services, and such services are due to SGMT not fulfilling its obligation set forth in 18(b), then SGMT shall reimburse The City for all actual costs incurred by The City, within fifteen (15) days of The City invoicing SGMT for the services.

19. Key Access. All locks which are used to access, enter, and open doors to the Premises shall not be re-keyed or replaced by SGMT. The City shall be responsible for providing and maintaining locks, and SGMT will be given access codes or fobs. If fobs are selected by the City, four (4) fobs will be provided. SGMT

must pay for any replacement fobs. SGMT shall maintain, and provide to the City, records of each person assigned a code or fob.

20. Photography. The City may photograph or otherwise record images or likenesses of the activities of SGMT on the Premises, and use the images in its advertising, on its website, or for any other purpose.

21. Insurance.

a. Building Insurance. The City shall maintain insurance on the building described as the St. George Opera House located at 212 N. Main Street, St. George, Utah, on which the Premises are located in this Agreement.

b. SGMT's Duty to Insure. The City does not carry or maintain any health, medical, disability, general liability, or personal property insurance coverage for SGMT, and The City expressly disclaims any responsibility to have such insurance. SGMT shall carry and maintain upon execution of this Agreement worker's compensation insurance (if required by law), and general liability insurance as set forth in this section.

i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence, in an amount not less than Three-million Dollars (\$3,000,000). And, comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence, in an amount not less than Three-million Dollars (\$3,000,000); and

ii. Worker's compensation insurance as required by the Labor Code for all its employees working at the Premises during the lease term. Coverage must be provided by a company authorized by the State of Utah to provide worker's compensation insurance.

c. Insurance Certificates. SGMT shall provide to The City a copy of insurance certificates, acceptable to The City, issued on all policies required under this Agreement, signed by an authorized representative of the insurance company. All insurance certificates shall provide as follows:

i. The name and address of the insured.

ii. The City shall be named as a Certificate Holder. On the worker's compensation policy, the certificate shall provide a waiver of subrogation by carrier to Certificate Holder.

iii. The City shall be named as an additional insured on the General Liability Certificate with The City listed as non-contributory on the General Liability certificate.

iv. The location of the operations to which the insurance applies.

v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

vii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by The City.

viii. Name, address, and telephone number of the insurance company's agent of process in Utah.

ix. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

22. Indemnification. SGMT shall indemnify, defend, and hold harmless The City, its elected officials, officers, employees, agents, and representatives against any and all claims, suits, causes of action, judgments, demands, losses, costs, expenses, and damages and liability of every kind (including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs), for:

a. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law on SGMT its officers, employees, agents, or representatives in the performance of activities, services, or duties under this Agreement; and

b. claims by any employee of the SGMT, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable; SGMT's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SGMT under worker's compensation acts, disability benefit acts, or other employee benefits acts.

c. The City shall give SGMT prompt written notice of any such claims or suits filed against The City arising out of SGMT's lease of the Premises or the permitted activities on the Premises. SGMT agrees to defend against any claims brought or actions filed against The City arising out of the lease or permitted activities, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, SGMT agrees that The City may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of SGMT. SGMT shall be responsible for all costs associated with any claim, demand, action, suit or judgment, including attorney's fees, for which they indemnify or defend The City.

d. The insurance requirements in this Agreement shall not be construed as limiting SGMT's liability. Irrespective of the requirements for SGMT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve SGMT of any obligations under this Agreement.

23. Successors and Assigns. SGMT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of The City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party, un-permitted assigns, or other person.

24. Non Waiver. No failure or waiver, or successive failures or waivers, on the part of either party hereto, their successors or permitted assigns, in the

enforcement of any condition, covenant, or provision of this Agreement shall operate as a discharge of any such condition, covenant, or provision nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

25. Notification. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

The City of St. George
Attention: City Manager
175 East 200 North
St. George, Utah 84770

St. George Musical Theater
Attention: Board Chair
P.O. Box 911629
St. George, Utah 84790

26. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

27. Legal Fees. Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee, including appeals and bankruptcy proceedings. If either party commences a legal action to interpret any term of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

28. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sold, transferred or otherwise disposed of to any other party, individual, or entity, without assigning the rights and the responsibilities under this Agreement and without prior written consent of The City, which consent shall be in the sole discretion of The City.

29. Binding Effect. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

30. No Joint Venture, Partnership or Third-party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

31. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between The City and SGMT, and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Agreement.

32. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

33. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

34. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

35. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

36. Authorization. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY OF ST. GEORGE

ST. GEORGE MUSICAL THEATER

Jonathan T. Pike, Mayor

Bruce R. Bennett, SGMT CEO

ATTEST:

Christina Fernandez, The City Recorder

Approved as to form:

Bryan J. Pack, Assistant City Attorney

EXHIBIT A

NOTES:

Property description defined as "Premises"

Commonly called the Opera House

Excepting the technician's office.

Excepting the uses reserved to the City

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted 10/08/2020 09:54 AM

**Proposed City Council
Date** 10/15/2020

Applicant Shawn Guzman

Subject Consider approval of Lease Agreement with the St. George Musical Theater for lease of portion of the St. George Opera House located at 212 North Main Street.

Background This agreement outlines the terms for St. George Musical Theater, a 501(c)(3) charitable organization, to lease a portion of the St. George Opera house and grants use of the City's Social Hall.

Proposed Resolution Staff recommends approval.

Cost \$0

Action Taken

Requested by Shawn Guzman

File Attachments leaseagreementsgmtfinaloct8100820100545.docx

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

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

DRAFT

Agenda Item Number : 1c

Request For Council Action

Date Submitted 10/02/2020 09:56 AM

**Proposed City Council
Date** 10/15/2020

Applicant Dustin Hollis/Marc Mortensen

Subject Consider approval to award contract to CVE Technologies for a Wifi upgrade project.

Background This project is to replace all older WiFi access points with modern equipment that will address some of the unique challenges that COVID-19 has created for the workplace. Some of the benefits include: Increase WiFi availability, speed, capacity, network security. SSIDs, reliability, Remote Management, and IoT and Bluetooth Beacon Tracking. This purchase will be from a vendor on a State of Utah cooperative contract (contract #AR223)

Proposed Resolution Staff recommends approval

Cost \$102936.00

Action Taken

Requested by Brett Whitelaw

File Attachments

Approved by Legal Yes

Department?

Approved by City Admin Yes
Services?

Approved in Budget? Yes **Amount:** 121448.22



CHANGE ORDER

Order No. 3
Date: October 7, 2020
Agreement Date: June 18, 2020

Project: 400 East Storm Drain Rehab – Phase 1

Inquiry No.: 20-018

P.O. # 21-00191

CITY: City of St. George

CONTRACTOR: AUI, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

ITEM #1 – Emergency Slip-Line of the Failed 72-inch CMP Storm Drain Pipe in front of the Ramada Inn

Justification: The 72-inch CMP storm drain pipe failed during the past large rainfall event and the Ramada Inn has to be stabilized utilizing helical piers and soil nail retaining. Approximately 100' of pipe is full of debris and threatening to fail on the South side of the hotel. AUI, will utilize slip-lining methods and Hobas Fiberglass Pipe (same material and methods used on Sunset and 400 E projects) to slip-line the existing CMP pipe from the Ramada Inn Canopy, along the front and south side of the hotel, and down the slope to the box in parking lot north of PetSmart. AUI, will mobilize beginning on Tuesday, October 13, 2020 in order to expedite the project and hopefully complete the work prior to another major storm event. In addition to slip-lining the existing pipe, the cost includes cleaning the 100' of clogged pipe, providing a new base and manhole one barrel section above the new pipe, and backfilling 1-ft above the new pipe in the open trench section.

CHANGE TO CONTRACT PRICE:

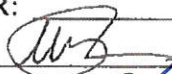
Original CONTRACT PRICE	\$ 794,941.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$ 817,788.61
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	\$ 686,107.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 1,503,895.61

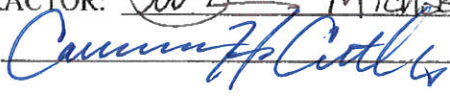
CHANGE TO CONTRACT TIME: The CONTRACT TIME will be (increased) / by 60 calendar days.

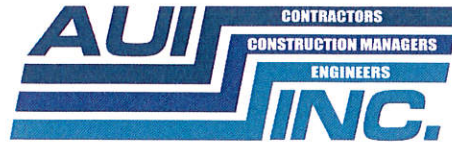
The date for completion of all WORK will be December 11, 2020.

APPROVALS:

CIVIL ENGINEER:

CONTRACTOR:  Michael J. Rocco ~~TECHNICAL~~ MANAGER

CITY:  10/8/2020



Proposal
AUI INC.

Description: Emergency Slip-Line Ramada Hotel 63 Inch Slip-Line
Job Code: FY20050 B - Ramada Emergency 63 and 60 Inch Slip-Line

RAMADA SLIP, OPEN CUT, 8' Dia MH, 63 " HOBAS				
Line No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price Total Price
1	MOBILIZATION	1.00	LS	\$64,557.00 \$64,557.00
2	INSERTION PIT #1 for 63" HOBAS PIPE in EXISTING PIT	1.00	EA	\$39,860.00 \$39,860.00
3	63" ID HOBAS SLIP LINE PIPE Installed Inside EXISTING 72" CMP from PIT to EXISTING VAULT LOCATED NEXT to RAMADA CANOPY	150.00	LF	\$755.00 \$113,250.00
4	OPEN CUT PIT of 72" EXISTING CMP CUTTING TO SPRING LINE	1.00	EA	\$52,550.00 \$52,550.00
5	63" ID HOBAS OPEN CUT PIPE Installed Inside EXISTING 72" CMP INVERT in EXISTING OPEN PIT.	100.00	LF	\$660.00 \$66,000.00
6	INSERTION PIT #2 for 63" HOBAS PIPE in EXISTING PIT (Box#2) to VAULT in RAMADA HOTEL PARKING LOT (Box #3)	1.00	EA	\$48,250.00 \$48,250.00
7	INSERTION PIT #3 for 63" HOBAS PIPE in PARKING LOT (Box #4) to VAULT in RAMADA HOTEL PARKING PROPERTY (Box #3)	1.00	EA	\$67,240.00 \$67,240.00
8	63" ID HOBAS SLIP LINE PIPE (10 Foot Joints) Installed Inside EXISTING 72" CMP From EXISTING PIT (Box #2) to VAULT in RAMADA HOTEL PROPERTY (Box #3) and From PIT in PARKING LOT (Box #4) to VAULT in RAMADA HOTEL PROPERTY (Box #3)	210.00	LF	\$895.00 \$187,950.00
9	72 " CMP Pipe Clean	100.00	LF	\$175.00 \$17,500.00
10	8' DIA. MANHOLE 4' DEPTH (One Barrell Section Only)	1.00	EA	\$28,950.00 \$28,950.00
Subtotal:				\$686,107.00
GRAND TOTAL:				\$686,107.00



St. George, Utah
Rehab Ramada Inn EMERGENCY SLIP LINE
Inquiry No. 20-018



Project: St George Change Order Sched	Critical	Split	Baseline Milestone	Project Summary	Inactive Summary	Manual Summary	External Milestone
Date: 10/7/20	Critical Split	Task Progress	Milestone	External Tasks	Manual Task	Start-only	Deadline
	Critical Progress	Baseline	Summary Progress	External Milestone	Duration-only	Finish-only	
	Task	Baseline Split	Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

DRAFT

Agenda Item Number : 1d

Request For Council Action

Date Submitted 10/19/2020 10:17 AM

**Proposed City Council
Date** 10/22/2020

Applicant Cameron Cutler

Subject Consider ratification of a change order for repair of the Storm Drain near Ramada Inn.

Background Emergency repairs have been continuing on the storm drain pipe and sink hole near the Ramada Inn due to the storm event from Aug 23/24 of this year. After analyzing and comparing repair solutions to the storm drain pipe including open trench excavation and installation of new concrete pipe vs. lining the existing corrugated metal pipe with Hobas pipe or any other potential pipe material, it was determined that Hobas pipe specifications would work in the given situation (i.e. pipe depth, size, strength) at a lower cost and in a quicker, shorter timeframe. The change order is for \$686,107.

Proposed Resolution Staff recommends ratifying the change order approval.

Cost \$\$686,107.00

Action Taken

Requested by Cameron Cutler

File Attachments c101920101751.pdf

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

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