

**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 in the Civic Room at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, March 26, 2026, commencing at 9:00 a.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Consent Calendar.

a. Consider approval of an agreement to purchase a portion of real property (SG-MDE-2-11-A) from Michael & Kimberly Bringhurst.

BACKGROUND and RECOMMENDATION: The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city initiated an offer to purchase the property to provide a permanent solution and protect the floodway and sewer easement. The City has a reimbursement agreement with the Washington County Flood Control Authority for reimbursement of this property purchase. The total purchase amount is set at \$9,300.00. Staff recommends approval.

b. Consider approval of a Professional Services Agreement with LS Pretreatment Consulting, LLC for the Local Limits Development Project.

BACKGROUND and RECOMMENDATION: Local Limits are established to protect the St. George Regional Water Reclamation Facility (SGRWRF) operations and to ensure that its discharges comply with State and Federal requirements. The Local Limits are based on site-specific conditions. Among the factors considered in developing local limits are the plant's efficiency in treating waste, the City's history of compliance with its NPDES permit limits, the condition of the water body that receives its treated effluent, any water quality standards that are applicable to the water body receiving our effluent, and the SGRWRF's retention, use, and disposal of sewage sludge. The Utah Division of Environmental Quality requires that each treatment facility develop a Local Limits and update the Local Limits periodically. The consulting contract award amount is \$154,800.00. Staff recommends approval.

- c. **Consider approval of a professional services agreement with Rosenberg Associates for the new Street Office and Bay Building for the Reuse Center.**

BACKGROUND and RECOMMENDATION: This item is for the design of a steel building for storage and office space at the Reuse Center for the Streets Division. The design contract is with Rosenberg Associates for the amount of \$93,800. Staff recommends approval.

- d. **Consider approval to allow Hive 435 Taphouse Inc. to have a Spring Beer Garden during the St. George Art Festival, April 3-4, 2026.**

BACKGROUND and RECOMMENDATION: The Hive 435 has done this event for multiple years during the St. George Art Festival. The location has changed this year to 100 West Tabernacle Street. The area will be fenced in, and security will be provided at the event. Staff recommends approval, subject to the approval of the ERC, DABS, and condition that the applicant provide a Certificate of Insurance with the required endorsements, and all other requirements of the Special Event Permit.

2. **Appointments to Boards and Commissions of the City.**
3. **Reports from Mayor, Councilmembers, and City Manager.**
4. **Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**



Brenda Hatch, Deputy Recorder

3/20/2026

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 City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



Agenda Date: 03/26/2026

Agenda Item Number: 1a

Subject:

Consider approval of an agreement to purchase a portion of real property (SG-MDE-2-11-A) from Michael & Kimberly Bringhurst.

Item at-a-glance:

Staff Contact: Cameron Culter

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3864 S. Quarry Ridge Drive

Item History (background/project status/public process):

The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city initiated an offer to purchase the property to provide a permanent solution and protect the floodway and sewer easement. The City has a reimbursement agreement with the Washington County Flood Control Authority for reimbursement of this property purchase. The total purchase amount is set at \$9,300.00. Staff recommends approval.

Staff Narrative (need/purpose):

The acquisition of 0.374 acres of SG-MDE-2-11-A is essential for the City to facilitate flood management, as the property is located within a FEMA designated floodway. Owning this property will enable the City to mitigate and reduce flood risks, ensuring compliance with FEMA guidelines and public safety measures as well as protecting the city sewer facilities. The entire cost of this real property purchase will be reimburse by the Washington County Flood Control Authority.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval

Attachments

AGREEMENT TO PURCHASE REAL PROPERTY



AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the “City”), and Michael Bringhurst and Kimberly Bringhurst, Husband and Wife, as Joint Tenants, (“Seller”) hereby enter this instrument effective as of _____ (the “Effective Date”). City and Seller are also referred to as a “Party” or collectively as the “Parties”

RECITALS

A. Seller owns real property located within the City with a situs address of 3864 S. Quarry Ridge Drive, and identified as Washington County Tax Parcel SG-MDE-2-11-A. The total acreage is approximately 1.64 acres.

B. The City desires to acquire real property consisting of a portion of parcel SG-MDE-2-11-A as described on the legal description in the warranty deed attached hereto as Exhibit A (the “Property”).

C. The Property is located in a regulatory FEMA floodplain, and portions of the Property are located in a regulatory FEMA floodway.

D. The Property is encumbered by a major sewer outfall line easement owned by the City.

E. Seller has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances.

F. The parties have discussed various issues with regard to the purchase of the Property by the City (the “Purchase”), have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

TERMS

Based on the foregoing recitals which are fully incorporated herein and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1 Purchase Price. On the terms and conditions stated below, the City shall pay Seller the amount of nine thousand three hundred fifty dollars (\$9,350.00) (the “Purchase Price”) for the Property.

2 Floodway and Utility Easement Encroachment. The City shall remove material and grade, smooth, and prepare the Property to comply with the requirements of property being in a floodway and sewer outfall line easement.

3 Conveyance. On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances, by delivering a duly executed and notarized original of the document attached hereto as Exhibit A, titled “Warranty Deed,” by which Seller shall convey all of Seller’s interest in the Property to the City.

4 Escrow. The Purchase shall be consummated through an escrow through Southern Utah Title Company, attention: Elwin Prince, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790, Phone No.: (435) 652-4804, Email: elwin@sutc.com (“Escrow Agent”).

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this instrument to Escrow Agent, along with the duly executed Warranty Deed executed by Seller. This instrument shall constitute the Escrow Agent’s instructions and Escrow Agent is hereby authorized and instructed to act in accordance with the provisions of this instrument; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this instrument, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this instrument in any manner. In the event of any inconsistency between such additional standards escrow instructions and this instrument, the terms of this instrument will prevail.

(b) Closing Conditions. The City shall have no obligation to complete the Purchase unless and until each of the following conditions (the “Closing Conditions”) are met to the satisfaction of the City, as determined by the City in the City’s sole and absolute discretion:

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City’s approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller’s possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City’s agents and consultants a license to enter upon the Property for the purpose of conducting, at the City’s sole expense, the City’s review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City’s inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City’s entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller. At time of execution of this instrument, the City affirms that it has approved the physical conditions and circumstances of the Property.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City’s approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller’s possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disproves of the any encumbrances affecting title to the Property

which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

(3) Legislative Approval. The St. George City Council shall legislatively approve this instrument, in the City Council's sole and absolute discretion.

(c) Failure of Conditions. If any condition is not fulfilled, the City may terminate this instrument at any time by notifying Seller and Escrow Agent in writing, upon which notice this instrument shall be null and void and neither party shall have any further obligation or liability pursuant to this instrument. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either party to the submitting party.

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City's notice and the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Conveyance Documents and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

(1) The City's Obligations. The City shall be responsible for all the closing costs and shall pay the cost of the owner's policy of title insurance obtained by the City, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, including any agricultural rollback taxes assessed by Washington County Recorder as a result of this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall also be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

5 Representations and Warranties. Seller hereby represents and warrants to the City as follows:

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

(b) No Conflicts. The execution and delivery of this instrument and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this instrument.

(c) Foreign Status. Seller is not a “foreign person” as defined under Section 1445(f) of the Internal Revenue Code.

(d) Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this instrument.

(e) Condemnation. Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property.

(f) Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, “Government Lists”), and the monies used by Seller in connection with this

instrument and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(g) Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. “Hazardous Materials” means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. “Environmental Laws” means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

(h) Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or any of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking appointment of a receiver, trustee, custodian or other similar official for any of them or for all or any substantial part of its or their property.

(i) Brokers. Seller has not employed any broker, finder, investment banker, or financial advisor as to whom Seller may have any obligation to pay any brokerage or finder’s fees, commissions or similar compensation in connection with the transactions contemplated hereby.

(j) Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.

6 Default, Remedies and Termination. It shall constitute an event of default of this instrument if any party fails to timely deliver any of its performances at the times indicated herein. The defaulting party shall also be liable to pay any escrow cancellation charges. In no event shall either party be entitled to recover lost profits or appreciation or other consequential damages. Additionally:

(a) Default by Seller. If Seller defaults on this instrument, the City's exclusive remedies shall be to either: (i) terminate this instrument; or (ii) pursue an action for specific performance against Seller.

(b) Default by the City. If the City defaults on this instrument, Seller's exclusive remedy shall be to terminate this instrument and receive \$1,000.00 as liquidated damages.

7 Miscellaneous Provisions

(a) Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this instrument are, by this reference, fully incorporated into this instrument and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this instrument are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this instrument in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this instrument unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do so, and this instrument must be construed fairly and equally as to all parties as if drafted jointly by them. If there is any conflict between the terms of this instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Acknowledgement of Public Disclosure Laws. Sponsor hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Sponsor pursuant to this instrument may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This instrument is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

(d) Entire Agreement. The parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This instrument supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this instrument.

(e) Amendment. The parties shall not amend or modify this instrument in any way unless in writing signed by the parties.

(f) Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this instrument in order to carry out the intent of the parties in consummating this transaction.

(g) Time of the Essence. Time is of the essence in each and every term and provision of this instrument. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this instrument falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

(h) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(i) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this instrument. The parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

(j) Forum and Law. Utah law shall govern this instrument without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this instrument shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(k) Attorney's Fees. Each party shall pay its own attorney's fees and costs in connection with this transaction including but not limited to pre-litigation efforts, litigation, mediation, or appeals related to the dispute that is the subject of or arising out of this transaction.

(l) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City: City of St. George
Attn: Public Works Director
61 S. Main St.
St. George, UT 84770

with a simultaneous copy City of St. George
to: Attn: City Attorney
61 S. Main St.
St. George, UT 84770

If delivered to Seller: Michael & Kimberly Bringhurst
3864 S. Quarry Ridge Dr.
St. George, Utah 84790

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

8 Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

9 Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile and other copies shall have the same force and effect as the original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

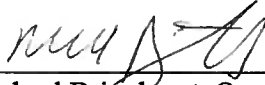
In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

CITY OF ST. GEORGE

_____ By: _____
Date Jimmie B. Hughes, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Alicia Carlton, Assistant City Attorney

3/2/2026 By: 
Date Michael Bringhurst, Owner

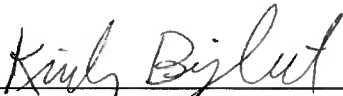
3/2/2026 By: 
Date Kimberly Bringhurst, Owner

EXHIBIT A
Warranty Deed

Date

By: _____
Kimberly Bringhurst, Owner

STATE OF UTAH)

ss.

COUNTY OF WASHINGTON)

On _____, before me, a notary public, personally appeared Kimberly Bringhurst, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same voluntarily for its stated purpose.

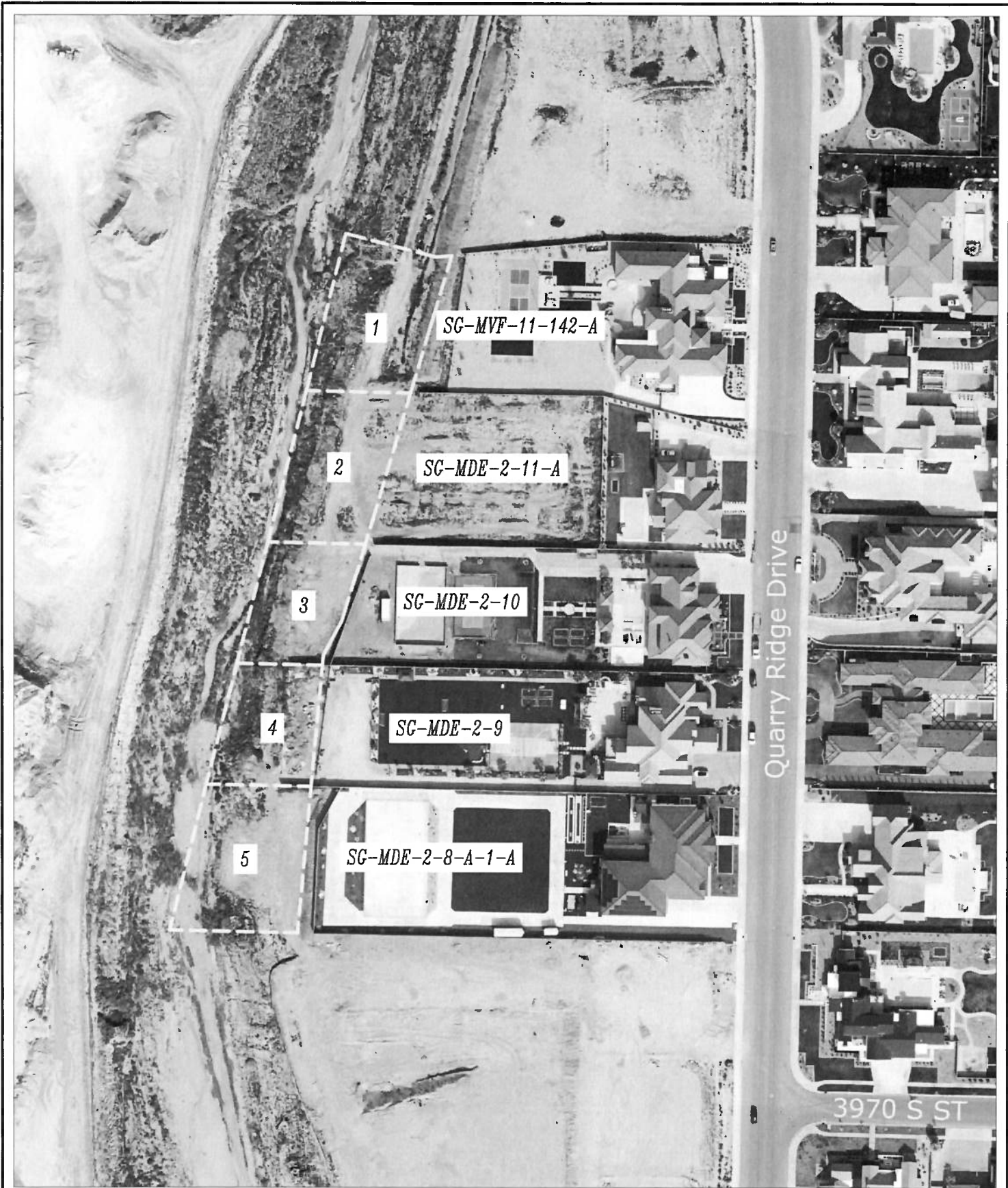
NOTARY PUBLIC

Exhibit A

(the westerly portion of SG-MDE-2-11-A to the City of St. George – Area 2)

Commencing at the East Quarter Corner of Section 16, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 761.54 feet S 01°09'50" W; thence 3,009.42 feet N 88°50'10" W to the POINT OF BEGINNING;
thence S 16°42'04" W 134.51 feet;
thence S 17°03'35" W 27.07 feet;
thence N 88°50'00" W 100.71 feet;
thence N 14°05'44" E 159.68 feet;
thence S 88°49'58" E 108.42 feet to the POINT OF BEGINNING.

Containing 16,285.57 square feet or 0.3739 acres, more or less.



SHEET
1-1

DATE	Feb. 1, 2026
JOB	
SCALE	NONE
DRAWN	tj

CITY OF ST. GEORGE

175 EAST 200 NORTH
ST. GEORGE, UT 84770
(435) 627-4000 - www.sgcity.org

Exhibit B
Area 1 thru 5
to the City of St. George





Agenda Date: 03/26/2026

Agenda Item Number: 1b

Subject:

Consider approval of a Professional Services Agreement with LS Pretreatment Consulting, LLC for the Local Limits Development Project.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

Local Limits are established to protect the St. George Regional Water Reclamation Facility (SGRWRF) operations and to ensure that its discharges comply with State and Federal requirements. The Local Limits are based on site-specific conditions. Among the factors considered in developing local limits are the plant's efficiency in treating waste, the City's history of compliance with its NPDES permit limits, the condition of the water body that receives its treated effluent, any water quality standards that are applicable to the water body receiving our effluent, and the SGRWRF's retention, use, and disposal of sewage sludge. The Utah Division of Environmental Quality requires that each treatment facility develop a Local Limits and update the Local Limits periodically. Staff recommends approval.

Staff Narrative (need/purpose):

It has been over 15 years since the Local Limits was last updated. There has been a lot of changes to the SGRWRF during the past 15 years, as well as changes to the composition of the influent into the SGRWRF. With the changes to the plant treatment process, composition of the influent flow, and the amount of time that has lapsed since the last Local Limits development, it is necessary to develop a new Local Limits. This Professional Services Agreement with LS Pretreatment Consulting is for the development of the Local Limits for the SGRWRF. The scope of work includes: sample plan development, pollutant of concern study, Local Limits evaluation, program modification, training, review of Pretreatment Operating Plan, and ordinance update.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$153,200

Amount approved in current FY budget for item: \$80,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

This is a multi-year project spanning both the existing fiscal year (FY26) and the next fiscal year (FY27). Part of the funding is included in the FY27 budget.

Description of funding source:

User Rates

Recommendation (Include any conditions):

Staff recommends approval of the Professional Services Agreement.

Attachments



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES WITH LS PRETREATMENT CONSULTING LLC**

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 61 S. Main St., St. George, Utah 84770 (hereinafter called the “CITY”), and LS Pretreatment Consulting LLC, with offices at 2020 N. Academy Blvd. Ste. 261 #3092, Colorado Springs, CO 80909 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide a Local Limits Redevelopment on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

WHEREAS CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONSULTANT.

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY’S request, documents to verify compliance

with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CONSULTANT certifies it is in compliance with the public contract boycotting restrictions set forth in Utah Code § 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement, and to notify the City in writing if it begins engaging in an economic boycott.
- 1.10 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S

subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.**

- 4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed one hundred fifty four thousand dollars, \$154,800.

5. **INVOICING, PAYMENT, NOTICES.**

- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT’S or subcontractor’s books and records.

- 5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- 5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- 6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed. Required limits may be met with Umbrella or Excess insurance policies.

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.

11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

- A. The name and address of the insured.
- B. CITY shall be named as a Certificate Holder.
- C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
- D. The location of the operations to which the insurance applies.
- E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
- F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received

by CITY.

- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 **WORKER'S COMPENSATION INSURANCE:** CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 **COMMERCIAL GENERAL LIABILITY INSURANCE:** CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$4,000,000.00 Dollars (umbrella coverage may be

- considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. INDEMNITY AND LIMITATION.

12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'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 the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer,

and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT 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 CONSULTANT of any obligations under this agreement.

12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to

CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or

Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article 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.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 61 S. Main St. St. George, Utah 84770	CONSULTANT:	LS Pretreatment Consulting, LLC 2020 N Academy Blvd. Ste. 261 3092 Colorado Springs, CO 80909
Attention:	City Attorney	Attention:	Kayla Sibigroth (President)
Copy:	legal@sgcity.org		

20. **GOVERNING LAW AND VENUE.** Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.
21. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses 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.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or

otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of 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 or other person.

25. **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.
26. **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 CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **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.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **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.
30. **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.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

32. **AUTHORITY OF PARTIES.** 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, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

<p>CITY OF ST. GEORGE</p> <p>_____</p> <p>Jimmie B. Hughes, Mayor</p>	<p>LS PRETREATMENT CONSULTING</p> <p>_____</p> <p>Kayla Sibigtroth, President</p>
<p>ATTEST:</p> <p>_____</p> <p>Christina Fernandez, City Recorder</p>	<p>APPROVED AS TO FORM: CITY ATTORNEY’S OFFICE</p> <p>_____</p> <p>Alicia Galvany Carlton, Assistant City Attorney</p>

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”) to the extent that it does not conflict with any provisions in this Agreement. If there are any conflicts between the Agreement and the Scope of Services, the terms of the Agreement apply.:

Name: LS Pretreatment Consulting, LLC

Address: 2020 N. Academy Blvd. Ste. 261 #3092, Colorado Springs, CO 80909

Email: ksigibtroth@lspretreatmentconsulting.com Phone Number: (303) 532-5285

Scope of Services and/or Deliverables by Contractor:

- See the attached Scope of Work

- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

- _____
- _____

EXHIBIT A

SCOPE 1- LOCAL LIMITS SAMPLING PLAN

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to develop a local limits sampling plan to be used as the foundation for technically based local limit development.

3. SCOPE OF CONSULTING SERVICES

-

The consultant shall provide the following services:

- Review of POTW NPDES permit, Permit Water Quality Assessment and Fact Sheet, Utah Department of Environmental Quality, Division of Water Quality, Utah Administrative Rules Regulation 317, State specific and federal Biosolids Regulations, and EPA local limit development guidance to determine analytes that should be sampled for at the different sampling points.
- Development of a suggested sampling frequency schedule for identified sampling locations and parameters
- cursory review of current sampling results and data recording/database structure to ensure data is entered in a consistent format allowing for query and compilation.
- Provide a written sampling plan for submittal to Utah DEQ.
- Address any Utah DEQ responses, comments and concerns regarding the sampling plan.

4. CLIENT RESPONSIBILITIES

The client shall:

- Provide access to GIS system and input on local limit collection system sampling sites.
- Provide information and data to determine adequacy of sampling activities.
- Provide input on feasibility of draft sampling schedules for personal, equipment, etc.
- Provide input and comments on final sampling plan write up.

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$8,000 for up to 47 hours of work.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance.

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.

Scope 2- Local Limits Pollutant of Concern Study

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to develop a Pollutant of Concern Study to be used as part of the development of technically based local limits.

3. SCOPE OF CONSULTING SERVICES

- The consultant shall provide the following services:
 - Review of POTW NPDES permit UT 0024686, Permit Water Quality Assessment and Fact Sheet, Utah Department of Environmental Quality, Division of Water Quality, Utah Administrative Rules Regulation 317, and local limit development guidance to determine all environmental standards including disposal, water reuse, and discharge standards and limitations are evaluated.
 - St. George Discharge Permit limits and design capacities for each plant
 - Utah Surface Water quality standards
 - Biosolids/clean sludge disposal and beneficial use standards, including landfill disposal requirements
 - Other standards including Federal standards in the absence of State standards.
 - Preliminary data collection, compilation and tabulation (Influent, Effluent, service area characterization (residential and non-residential), industrial discharge, and Biosolids sampling data)
 - Preliminary data screening for completeness per EPA and Utah DEQ requirements
 - Identification of potential Pollutants of Concerns based on preliminary data screening
 - Reasonable Potential Analysis as needed (statistical analysis to determine the potential for exceedance of the most stringent disposal and discharge standards and limitations)
 - Finalization and submittal of proposed Pollutants of Concern (POC) document for St. George
 - Review
 - Submittal of Pollutants of Concern Evaluation to Utah DEQ
 - Address any Utah DEQ responses, comments and concerns to the Pollutants of Concern Evaluation

4. CLIENT RESPONSIBILITIES

- The client shall:
- Provide all sampling data to be used in analysis.
 - Provide wastewater treatment and solids handling process descriptions
 - Provide comments and feedback on draft POC.

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$42,800 for up to 252 hours of work.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance.

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.

Scope 3- Local Limits Evaluation Package

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to develop a local limits evaluation package to be used as the foundation for technically based local limits.

3. SCOPE OF CONSULTING SERVICES

The consultant shall provide the following services:

Draft and submit for Utah DEQ approval, a local limits evaluation package including maximum influent pollutant loadings and allocation of loadings to industrial sources either mass based or numeric limitations including the following:

- Data for local limits inputs (Influent, Effluent, Biosolids, Commercial, Residential, Industrial)
- Sources of standards used in developing local limits
- St. George Discharge Permit limits for plant
- Utah Surface Water quality standards
- Biosolids/clean sludge disposal and beneficial use standards
- Other standards
- Calculated plant Removal efficiencies
- Assumptions and local decisions
- Calculations of Allowable Headwork loadings and Identification of Maximum Allowable Headworks Loadings (MAHL)
- Calculations of Maximum Allowable Industrial Loadings (MAIL) from MAHL
- Based on St. George instruction, determination of Allocation of MAIL to Industrial Users and appropriate calculations
- A description of the allocation method used

4. CLIENT RESPONSIBILITIES

The client shall:

- Provide input on final allocation of MAIL
- Provide comments and feedback on local limits package.

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$44,800 for up to 264 hours of work.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance.

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.

Scope 4- Substantial Program Modification

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to provide a Substantial Pretreatment Program Modification package for State approval.

3. SCOPE OF CONSULTING SERVICES

- Draft and Submit to the Utah DEQ for public comment the following documents:
 - Statement of Basis for proposed Substantial Pretreatment Program Modifications
 - An attorney's statement (signed by St. George's Attorney) that confirms the modified legal authority will:
 - Allow the municipality to fully implement and enforce Pretreatment Standards and Requirements,
 - Be processed and adopted by administrative procedures established in local laws and regulations and will include an opportunity for the public to participate,
 - Assure the changes will be in compliance with state laws and established standards and requirements in the municipality's NPDES discharge permit.
 - A copy of the draft changes to the St. George Municipal Code Wastewater Treatment and Disposal (Local Limits), showing additions and deletions
 - A copy of the draft changes to the St. George Municipal Code showing all changes as they will look in final format.
- A presentation to St. George City Council including information pertaining to the Local Limits development and request for approval of proposed changes to the St. George Municipal Code Title 8, Chapter 4. *This presentation can be done in person or virtually. Cost difference between the two below.*

4. CLIENT RESPONSIBILITIES

The client shall:

- Provide input on council request formats and ordinance change documents.
- Provide assistance with local limits presentation if required.

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$14,300 for up to 84 hours worked with virtual meeting attendance.

In person meetings will add approximately \$2,340 for one staff member or \$4,480 for two staff members to travel in person. Expenses for travel will be charged at cost plus travel time at \$90 per hour. This does not account for on site time during the visit.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance.

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.

Scope 5- Local Limits Training

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to provide a 4-6 hour training to St. George personnel on these Local Limits.

3. SCOPE OF CONSULTING SERVICES

- Provide a 4-6 hour training to St. George personnel on the development, basis, and implementation of the new local limits. *This training can be virtual or in-person. Cost difference found below.*

4. CLIENT RESPONSIBILITIES

The client shall:

- Make available through invitation, any personnel St. George would like to attend this training.
- Provide any documents or hand-outs to personnel.

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$8,100 for up to 48 hours worked with virtual training.

In person training will add approximately \$2,340 for one staff member or \$4,480 for two staff members to travel in person. Expenses for travel will be charged at cost plus travel time at \$90 per hour. This does not account for onsite staff time.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance..

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.

Scope 6- General Review of Pretreatment Operating Plan

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to review the existing 1998 Pretreatment Operating Plan to determine the best path forward to incorporate required revisions and to format the Plan into a functional tool for Pretreatment staff.

3. SCOPE OF CONSULTING SERVICES

- Review of Pretreatment Operating Plan to identify all areas or sections of the 1998 plan that need to be brought current with State and Federal requirements and guidance documents and to address any State audit findings. This review shall serve to provide a path forward or roadmap for performing required revisions and additions to the various individual plans and procedures that reside in the "Operating Plan" The review shall also provide an understanding into the extent of the required revisions and to determine an accurate scope of work including equitable consulting fees for the work required to revise and bring current the procedures needed for administration of the Industrial Pretreatment Program.
- Includes an in-depth review of all of the following elements of the Operating Plan:
 - Interlocal Agreement requirements
 - Monitoring and Reporting Requirements, including procedures for increasing or decreasing sampling frequency, local limit update procedures
 - Discharge and Non-discharging Permit Templates
 - Permit Application
 - Dental Program implementation procedures
 - FOG Program implementation
 - IU Identification, Survey, and Classification Procedures
 - Inspection Procedures
 - Septic Program Permitting and Procedures
 - Surcharge Program
 - Enforcement Response Plan, including enforcement definitions and responses
 - Industrial User Permitting Procedures and Templates (180-Day BMR, 90-day CMR, Permit Rationale, etc.)
 - Control Plan Requirements
 - Audit Requirements for corrective actions

4. CLIENT RESPONSIBILITIES

The client shall:

Provide information pertaining to current pretreatment operating procedures employed by staff.

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$15,600 for up to 92 hours worked.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance.

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.

Scope 7- St. George Ordinance Update

1. PURPOSE

This Consultant Scope of Services document outlines the terms and conditions for a consulting engagement between the City of St. George and LS Pretreatment Consulting LLC. The purpose of this document is to define the scope, responsibilities, and expectations for both parties.

2. SCOPE OVERVIEW

The consulting engagement aims to update the Legal Authority for the implementation of the St. George Pretreatment Program under Municipal Code Title 8 Chapter 4.

3. SCOPE OF CONSULTING SERVICES

- Review Legal Authority in St. George Ordinance for any potential updates, revisions, or standardizing that is necessary to bring the Ordinance language into compliance with 40 CFR Part 403, EPA ordinance guidance, and Utah DEQ requirements.
- Update to Pretreatment Legal Authority in the St. Georgia Ordinance, section 8-4, including deficiencies pointed out from the 2025 DWQ Audit and any found during the review process.
- Assistance with the Public Notice Process for approval as well as possible Substantial Program Modification

4. CLIENT RESPONSIBILITIES

The client shall:

- Provide word doc copy of Ordinances for revision
- Provide any staff requested ordinance changes or additions
- Provide input on all proposed ordinance changes
- Bring in Legal department for review of all proposed changes

5. CONSULTING FEES AND PAYMENT

The consulting fee for this engagement is not to exceed \$20,400 for up to 120 hours worked with virtual meeting attendance.

In person meeting attendance will add approximately \$2,340 for one staff member or \$4,480 for two staff members to travel in person. Expenses for travel will be charged at cost plus travel time at \$90 per hour. This does not account for onsite time.

Hours will be invoiced monthly on the first day of the month for the previous month's hours worked. Payment shall be made within 30 days of the invoice.

6. CONFIDENTIALITY AND DATA PROTECTION

Both parties agree to maintain the confidentiality of all project-related information and data. Any sensitive information will be handled in accordance with applicable data protection laws.

7. INTELLECTUAL PROPERTY

Any intellectual property created during the consulting engagement shall be owned by LS Pretreatment Consulting, LLC.

8. COMMUNICATION AND REPORTING

Regular communication will occur through an email and virtual meetings as needed.

9. CHANGE MANAGEMENT

Any changes to the scope of services or project requirements must be agreed upon in writing by both parties.

10. TERMINATION AND DISPUTE RESOLUTION

In the event of termination, either party must provide 30 days' written notice. Disputes will be resolved through mediation.

11. LIABILITY AND INSURANCE

LS Pretreatment Consulting, LLC carries professional liability insurance.

12. ETHICAL GUIDELINES

LS Pretreatment Consulting, LLC shall adhere to the highest ethical and professional standards throughout the engagement.

13. CLIENT FEEDBACK

Client feedback and questions are encouraged and vital to the process of ensuring a satisfactory outcome to the project.



Agenda Date: 03/26/2026

Agenda Item Number: 1C

Subject:

Consider approval of a professional services agreement with Rosenberg Associates for the new Street Office and Bay Building for the Reuse Center.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: St. George City

Reference Number: N/A

Address/Location:

Reuse Center - Brigham Road

Item History (background/project status/public process):

This item is for the design of a steel building for storage and office space at the Reuse Center for the Streets Division. The design contract is with Rosenberg Associates for an amount of \$93,800.

Staff Narrative (need/purpose):

The Streets Division has been struggling finding locations to store large equipment (e.g., Paint Striper Truck, Vac Truck, Street Sweepers, etc.) as we have continued to grow over the years. As Fleet Services has expanded next to the Streets Yard on Red Hills Pkwy, the plan has been to build a new building at the Reuse Center that would house Streets Division equipment and eventually move our Streets Division offices to that location.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: \$93,800

Amount approved in current FY budget for item: \$500,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

Transportation Improvement Funds in the Public Works Capital Projects

Recommendation (Include any conditions):

Staff recommends approval.

Attachments



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES WITH ROSENBERG ASSOCIATES FOR STREET OFFICE AND
STORAGE BAY BUILDING AT THE REUSE CENTER**

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 61 S. Main St., St. George, Utah 84770 (hereinafter called the “CITY”), and Rosenberg Associates, with offices at 352 East Riverside Drive, Suite A-2, St. George, UT 84790 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide design services for a new Street Office and Storage Bay Building at the Reuse Center (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

WHEREAS CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONSULTANT.**

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY’S request, documents to verify compliance

with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CONSULTANT certifies it is in compliance with the public contract boycotting restrictions set forth in Utah Code § 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement, and to notify the City in writing if it begins engaging in an economic boycott.
- 1.10 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S

subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.**

- 4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed ninety-three thousand eight hundred dollars, \$93,800.00. Each individual Work Order shall not exceed ninety-three thousand eight hundred dollars, \$93,800.00.

5. **INVOICING, PAYMENT, NOTICES.**

- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any

expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

- 5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- 5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- 6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be

officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed. Required limits may be met with Umbrella or Excess insurance policies.

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.

11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

- A. The name and address of the insured.
- B. CITY shall be named as a Certificate Holder.
- C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
- D. The location of the operations to which the insurance applies.
- E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
- F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.

- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 WORKER'S COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - ii. Comprehensive general liability insurance for injuries, including

accidental death, to two or more persons in any one occurrence in an amount not less than \$4,000,000.00 Dollars (umbrella coverage may be considered).

- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.

B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

C. If Professional Liability coverages are written on a claims-made form:

- i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'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 the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of

the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT 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 CONSULTANT of any obligations under this agreement.

12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

13.1 All data used in compiling CONSULTANT'S work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT'S work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY'S obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

13.4 CITY shall have the right to use reports, designs, details, or products developed as part

of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.

17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article 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.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George	CONSULTANT:	Rosenberg Associates
	61 S. Main St.		352 E. Riverside Dr. Ste A-2
	St. George, Utah 84770		St. George, Utah 84790
Attention:	City Attorney	Attention:	Rob Reid
Copy:	legal@sgcity.org		

20. **GOVERNING LAW AND VENUE.** Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses 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.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of 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 or other person.
25. **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.
26. **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 CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **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.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **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.
30. **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.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

32. **AUTHORITY OF PARTIES.** 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, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY OF ST. GEORGE

ROSENBERG ASSOCIATES

Jimmie B. Hughes, Mayor

Rob Reid, Principal Engineering

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

Alicia Galvany Carlton, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”) to the extent that it does not conflict with any provisions in this Agreement. If there are any conflicts between the Agreement and the Scope of Services, the terms of the Agreement apply.:

Name: Rosenberg Associates

Address: 352 E. Riverside Drive Suite A-2 St. George, UT 84790

Email: robr@racivil.com Phone Number: 435-673-8586

Scope of Services and/or Deliverables by Contractor:

- See attached
- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

- Not to exceed \$93,800
- _____



EXHIBIT A WORK PLAN

CLIENT **City of St. George**
175 East 200 North
St George, UT 84770

PROJECT **13017-25-002**
Reuse Center Garage
St. George, UT

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

EFFECTIVE DATE February 27, 2026

THIS IS AN AGREEMENT between the above-named Client and Engineer. The Client’s project, of which the Engineer’s services are a part, is generally described as follows:

The project work includes all of the required services to design a prefabricated metal shop building for the City of St. George Public Works. This work plan is for design services. A separate agreement will be assembled for construction.

The Client and the Engineer agree as follows:

WORK PLAN

110 PROJECT MANAGEMENT: Provide project oversight and management to conduct and attend coordination meetings and to work with the MEP subconsultant for the engineering tasks outlined herein.

120 BASE MAP: Perform a field mapping survey to determine additional site features not identified on the previous available mapping performed, including fences, trees, above ground utilities, structures, and adjacent roadway features. Prepare a project base map using the field survey and existing available project boundary and topographic information

140 DRAINAGE ASSESSMENT: Research hydrologic conditions of the proposed project and prepare a hydrologic delineation of the watershed impacting the project area. Develop a hydrologic model to estimate peak storm water flow values at key locations within the project study area. Determine and evaluate options for storm water improvements and/or routing through the project. Summarize findings in a technical memorandum.

150 GEOTECHNICAL ASSESSMENT: Perform a limited geotechnical investigation for the foundations for the selected building site and conduct laboratory testing to determine general design parameters and potential constraints for project improvements. Summarize findings in a technical memorandum.

160 CONCEPTUAL PLANS: Perform engineering research exploring the options for prefabricated buildings and assist the Client in developing the civil engineering elements of the conceptual site layout for the proposed public works facility. *The cost for this work is estimated. Actual cost will vary, and work will be invoiced based on the Engineer’s hourly rate.*

260 CIVIL CONSTRUCTION PLANS: Research, evaluate, design, and develop civil project construction plans for the elements listed below. Review completed plans with the Client.

- 10 Site Layout: Develop the initial site layout utilizing the project base mapping and known site constraints.
 - 20 Grading and Drainage: Prepare a grading and drainage plan for the project site to show existing and proposed contours, and cross-sections. Establish required grading for building pads. Correlate design with the drainage study. Determine earthwork quantities.
 - 24 Storm Water Mitigation: Prepare a storm water mitigation plan document and preliminary design plans to illustrate the methods and procedures proposed to control and eliminate storm water pollution sources during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor.*
 - 40 Utility: Prepare a project utility construction plan to include water, wastewater, storm water, electrical, natural gas, telephone; and cable. Review plan design with the local utility service providers. *Utility mapping will be based upon information obtained from utility service providers.*
-

80 Opinion of Cost: Prepare an engineer's opinion of probable construction costs for the completed civil construction plans.

262 STRUCTURAL CONSTRUCTION PLANS: Perform structural design and prepare drawings for building foundation and associated connections. Review project construction plans with the Client and respond to comments. Furnish two complete sets of plan drawings and bound calculations to the Client.

264 MEP CONSTRUCTION PLANS: Perform mechanical, electrical, and plumbing (MEP) design and prepare drawings for the proposed building improvements. *This work will be performed by the MEP Subconsultant. Subconsultant scope and fee is attached for reference.*

270 CONSTRUCTION CONTRACT DOCUMENTS: Prepare material and construction specifications for the preliminary design plans. Prepare bidding documents and work agreement forms. Compile into a contract bidding package to include the project general conditions and construction specifications.

360 PLAN REVIEWS: Assemble the project construction package to consist of the project construction plans and contract documents for review. Upon acceptance from the Client a construction work plan will be developed for the construction phase of the project. *Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

The following services are not included in the Work Plan:

- Site landscape or irrigation construction plans. These drawings are to be prepared by a licensed landscape architect and furnished to the Engineer for inclusion in the civil construction plans.
- Site photometric plans. These drawings are to be prepared by a licensed building architect and furnished to the Engineer for inclusion in the civil construction plans, if required.
- Construction engineering support and construction contract administration to be determined after the design phase.
- Construction surveying and field staking to be determined after the design phase.
- Final drawing of record to be determined after the design phase.

COST ESTIMATE

110 PROJECT MANAGEMENT		\$8,800
120 BASE MAP		\$2,400
140 DRAINAGE ASSESSMENT		\$5,800
150 GEOTECHNICAL ASSESSMENT		\$4,800
160 CONCEPTUAL PLANS	<i>Invoiced on an hourly basis with an estimated cost of</i>	\$5,400
260 CIVIL CONSTRUCTION PLANS		\$26,000
10 <u>Site Layout</u>		<u>\$4,200</u>
20 <u>Grading and Drainage</u>		<u>\$10,200</u>
24 <u>Storm Water Mitigation</u>		<u>\$2,800</u>
40 <u>Utility</u>		<u>\$6,400</u>
80 <u>Opinion of Cost</u>		<u>\$2,400</u>
262 STRUCTURAL CONSTRUCTION PLANS		\$8,200
264 MEP CONSTRUCTION PLANS	<i>Refer to subconsultant scope and fee</i>	\$22,800

270 CONSTRUCTION CONTRACT DOCUMENTS		\$4,800
360 PLAN REVIEWS	<i>Invoiced on an hourly basis with an estimated cost of</i>	\$4,800
PROJECT TOTAL		\$93,800

FEE SCHEDULE

ENGINEERING		
Principal Engineer 2	hour	\$215
Principal Engineer 1	hour	\$185
Project Engineer 3	hour	\$175
Project Engineer 2	hour	\$155
Project Engineer 1	hour	\$145
Staff Engineer 2	hour	\$105
Staff Engineer 1	hour	\$75
DESIGN		
Designer 4	hour	\$155
Designer 3	hour	\$145
Designer 2	hour	\$115
Designer 1	hour	\$105
Drafter 3	hour	\$95
Drafter 2	hour	\$85
Drafter 1	hour	\$65
TECHNICIAN		
Technician 3	hour	\$145
Technician 2	hour	\$115
Technician 1	hour	\$85
SURVEY		
Land Surveyor 3	hour	\$185
Land Surveyor 2	hour	\$165
Land Surveyor 1	hour	\$135
Survey Crew 1-Man	hour	\$135
Survey Crew 2-Man	hour	\$185
Survey Crew Drone	hour	\$195
ADMINISTRATIVE		
Administration 1	hour	\$85
Administration 2	hour	\$65
OTHER FEES		
Outside Services	invoice + 10%	



Agenda Date: 03/26/2026

Agenda Item Number: 1d

Subject:

Consider approval to allow Hive 435 Taphouse Inc. to have a Spring Beer Garden during the St. George Art Festival, April 3-4, 2026.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Kelli Payne

Reference Number: N/A

Address/Location:

100 W Tabernacle Street, St. George, UT, 84770

Item History (background/project status/public process):

The Hive 435 has done this event for multiple years during the St. George Art Festival. The location has changed this year to 100 West Tabernacle Street. The area will be fenced in, and security will be provided at the event. Staff recommends approval, subject to the approval of the ERC, DABS, and condition that the applicant provide a Certificate of Insurance with the required endorsements, and all other requirements of the Special Event Permit.

Staff Narrative (need/purpose):

The applicant is requesting approval to have a beer garden, which is located on City-owned property. As part of the application process, the Event Review Committee (ERC) will review the application and recommend approval, and/or any conditions of approval or denial. Approval of this request will be subject to the approval or approval with conditions of the ERC, approval of the DABS Single Event Alcohol Permit, and Certificate of Insurance with required endorsements.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval, subject to the approval of the ERC, DABS, and condition that the applicant provide a Certificate of Insurance with the required endorsements, and all other requirements of the Special Event Permit.

Attachments



Local Authority Consent for a Single Event Permit

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of a temporary single event permit for an entity/organization to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the event premises of the applicant under the following authority: Utah Code Section 32B-9-201.

City of St George

hereby grants its consent for the issuance of a permit to:

Applicant Entity/Organization: Hive 435 TapHouse

Event Name: St. George Spring Beer Garden

Physical Location Street Address: 100 w & Tabernacle St

City: St. George **Zip Code:** 84770

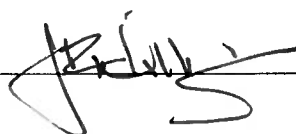
Event Start Date: April 3, 2026 **Event End Date:** April 4, 2026

Hours of Operation: 11 AM- 9PM

Approved to sell, offer for sale, or furnish: (check all that apply)

- Beer
- Heavy Beer
- Wine
- Flavored Malt Beverage
- Liquor

We are recommending this entity as conducting a civic or community enterprise: N/A

Authorized Licensing Authority Signature: 

Printed Name: John Morris **Title:** CITY MANAGER **Date:** 3/2/26

This local consent document must be submitted to the DABS by the applicant as part of a complete application.