



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: October 3, 2025
Re: Revision to Invasive Vegetation Removal Project Contract - Summitt Forests, Inc

Executive Summary

The Town is working on a project to remove invasive Russian olive and tamarisk trees from the Virgin River watershed in Springdale and on Trees Ranch. The Town previously entered into a contract with Summitt Forests, LLC to perform most of the work on the Trees Ranch portion of the project.¹

The contract authorized Summitt Forests to treat 90 acres on Tree's Ranch at a total project cost of \$191,320. The 90 acres of treatment area does not include all the area containing invasive trees on the Ranch. The total area requiring invasive tree removal is closer to 120 acres, approximately 30 more acres than the current contract covers. The costs for the treatment on Trees Ranch (including the Summitt Forest contract plus a portion of the UCC agreement) will be covered by a grant from the US Forest Service, with matching funds from the owners of Trees Ranch.

Trees Ranch ownership has committed to provide \$150,000 in matching funds for the project, which was to be split between soft match (e.g. in-kind labor donations) and cash. Staff initially established the budget for the project assuming the majority of Trees Ranch match would be soft match. However, the Trees Ranch ownership, in consultation with Town staff, has determined cash match will be more effective and efficient and allow for more area to be treated. Trees Ranch ownership is now planning to contribute the majority of their match in cash.

Because there is now more cash available for the project than staff originally anticipated, the Town is able to contract with Summitt Forests to provide more treatment area on Trees Ranch. Summitt Forest is preparing a revised treatment map showing the potential additional areas. This map will confirm how many additional acres require treatment. Summitt's initial estimate is approximately 30 additional acres. That map is not available at this time, but should be finished prior to the Council meeting. Staff will forward that information to Council when it is available.

The current contract allows the Town to add treatment areas to the project at a set rate of \$2,098 per acre (see paragraph 5.0 of the contract). The addition of approximately 30 acres of treatment areas would add approximately \$62,940 to the contract. This addition of approximately 30 acres of treatment with associated increased cost does not require a revision to the contract per se. However, because the

¹ Crews from the Utah Conservation Corps will remove invasive Russian olive and tamarisk from a small area along Shune's Creek on Tree's Ranch as well as all the areas in the Town of Springdale.

amount of additional costs is significant staff is requesting Council review and approval of the additional costs.

As mentioned above, the exact amount of the increased cost is not available at the time of this report. Staff anticipates the additional costs to be between \$60,000 and \$70,000. Funding for this additional costs is available due to Tree's Ranch shift from soft match to hard cash match.

Council Action

As allowed by section 5.0 of the Summitt Forests contract, staff recommends the Council approve the addition of *approximately 30** acres for treatment of invasive trees with the associated increase in cost of *approximately \$65,000.**

*Exact figures will be provided prior to the meeting.

A copy of the Summitt Forests Contract is attached for the Council's reference.



Invasive Vegetation Removal Agreement

This Invasive Vegetation Removal Agreement (“Agreement”) is made on this 13th day of August, 2025 (the “Effective Date”) by and between the Town of Springdale (“Springdale”) and Summitt Forests, Inc. (“Summitt”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, Springdale has entered into the 2024 Utah Landscape Scale Restoration Subaward Agreement, Improving High Priority Landscape by Removing Invasive Species from the Virgin River Watershed - Springdale, Utah (“ISR Agreement”) (see Attachment A); and

WHEREAS, there are approximately 2,000 acres of property known as Trees Ranch located partially in unincorporated Washington County and partially in Springdale (the “Property”), which is owned by Parunuweap Canyon, LLC (“Property Owner”); and

WHEREAS, Springdale desires to remove invasive Russian olive and tamarisk trees from approximately 90 acres of the Property on Trees Ranch, treating cut stumps with herbicide, and disposing of cut materials, as further detailed in the scope of work (“Project”); and

WHEREAS, Springdale issued a Request for Proposals (“RFP”) (see Attachment B) and Summitt responded to the same with a proposal (see Attachment C); and

WHEREAS, Summitt represents it has the expertise, skill, capacity, resource, knowledge, time, and ability to complete the Project; and

WHEREAS, the Parties now wish to formalize their respective roles and responsibilities under the Agreement.

NOW THEREFORE in consideration of their mutual promises and covenant set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1.0 SCOPE OF WORK: Summitt will perform the services and actions described in this section. Summitt will adhere to all standards and details listed in this section. Additionally, Summitt will follow the general guidance of the *USFS Field Guide for Removing Russian Olive in the Southwest* when performing the scope of work.

1.1 Project area, generally: There are several watercourses running through the Property. The Project will generally be located in an area fifty (50) to one-hundred and fifty (150) feet on either side of the banks of these watercourses. However, in some cases that distance may be greater and in some cases it may be lesser.

1.2 Project area, specifically: Summitt will provide a two-person survey crew that will inventory the Property for Russian olive and tamarisk trees. The inventory will identify areas along the East Fork of the Virgin River and along South Creek where Russian olive and tamarisk are located. The survey will concentrate on invasive trees in the general location described above, and not on isolated single trees or small stands of groups of trees located away from water courses. The survey will not include Shunes Creek. The survey will not include the area of South Creek immediately below the dam of the reservoir, or along the outflow channel from the dam overflow. The survey will include areas within 50 feet of the shores of the reservoir above the dam. Springdale and/or Property Owner may accompany the survey crew for all or part of their work, at the discretion of Springdale and/or Property Owner.

Based on the results of this survey, Springdale and Summitt, in consultation with the Property Owner, will identify ninety (90) acres of the Property for treatment. The ninety (90) acres of treatment area will be located in the general areas described above where there is a high density of invasive Russian olive and tamarisk. The ninety (90) acres begin at the upstream limits of these watercourses on the Property and then move downstream towards the confluence of the East Fork of the Virgin and South Creek, and then as far downstream on the East Fork as possible. Summitt will produce a detailed map showing the boundaries of the 90-acre treatment area. Summitt, Springdale, and Property Owner must all approve the boundaries shown on the map before removal activities may commence.

1.3 Species to be removed: Summitt will remove all live Russian olive and tamarisk trees and seedlings in the specific 90-acre project area, as shown on the final map produced by the survey crew. Summitt will not remove any other vegetation, except as may be necessary to secure access to the Project area, and only after specific approval from the Property Owner. Trees will be cut as low to the ground as possible with a maximum exposed stump height of four (4) inches above ground. The cut stump shall have a horizontal cut surface. All live limbs will be removed from the cut stump.

1.4 Removal methods: Summitt will remove the invasive trees using handheld saws, chainsaws, pruners, and other similar handheld equipment. Summitt will not use heavy machinery to remove invasive trees.

1.5 Disposal: Summitt will use the following methods to dispose of the removed invasive trees:

Stacking for burning: This will be the primary method of disposal. Summitt will stack cut materials according to the guidelines below, as well as additional guidance and direction given by the Hurricane Valley Fire Protection District or Zion National Park Fire Crews.

1. Stacks must be between six (6) and eight (8) feet in both height and diameter.
2. Stacks may not be located closer than fifteen (15) feet to each other.
3. Stacks may not be placed within fifteen (15) feet of the dripline of other trees.
4. Stacks shall be placed to minimize disruption on native shrubs during stacking and burning.
5. Stacks must be piled densely such that they will burn effectively.
6. Stacks may not be placed in flood prone areas.
7. Stacks shall generally be located within one hundred fifty (150) feet of where the trees are removed.

The Hurricane Valley Fire Protection District and/or Zion National Park Fire Crews will inspect the stacked material periodically throughout the project. If the stacks are not in compliance with these standards and their direction Summitt will be responsible to restack, relocate, or otherwise modify the stacks as required to bring them into compliance with Hurricane Valley Fire or Zion National Park Fire standards.

Lop and scatter: In remote areas and where invasive tree density is low, Springdale may authorize Summitt to use lop and scatter to dispose of the removed invasive trees. In this case all scattered tree remains must be placed a minimum of thirty-five (35) feet from the edge of a body of water. The scattered material must be placed in such a manner that it will not roll or slide into a water source.

1.6 Herbicide treatment: Summitt will treat all cut stumps with approved aquatic-safe herbicide. Herbicide treatment must occur within 10 minutes of cutting the stump. Summitt must remove all residual saw dust and debris from the cut stump surface before applying the herbicide. Summitt will use a paint brush or other similar applicator to thoroughly wet the surface of the cut stump. Summitt must add a blue dye to the herbicide to show treatment areas. The herbicide must be mixed at rate consistent with the *USFS Field Guide for Removing Russian Olive in the Southwest*, based on the specific herbicide product being used. Summitt must supply Springdale with documentation of licensing and certification for all personnel involved in applying herbicide.

2.0 SCHEDULE: Summitt will begin work on the Project on or after September 1, 2025. All work on the Project must be complete by March 31, 2026.

Summitt will develop a specific schedule detailing when work will be done, project milestones, and estimated completion dates. Summitt will submit the schedule to Springdale and the Property Owner at least ten (10) days before work begins on the Project. Summitt will provide regular

schedule updates to both Springdale and Property Owner if changes to the schedule are necessary.

3.0 SITE SPECIFIC PROVISIONS

3.1 Notice to Property Owner

Summitt must give the Property Owner at least ten (10) working days advance notice before beginning work on the Project. If there is a hiatus in work lasting more than seven (7) days, Summitt must give the Property Owner at least five (5) working days advanced notice before resuming work on the Project.

3.2 Access to the Property

Summitt must access the Property only through the guard house and gate located on Utah State Route 9. Summitt must check-in with the guard on duty at the guard house before entering the Property. Summitt may only access the Property during hours the guard house is staffed (7:00 am to 5:00 pm).

3.3 Work Times

All work on the Project must be completed during the hours of 7:00 am and 5:00 pm. Summitt is not allowed on the Property outside of these hours.

3.4 Work Locations on the Property

Summitt is allowed access to the Property only for the purpose of completing the Project. Access to the Property is limited to the specific project area, as well as gaining access to the Project area. No access to other locations on the Property is allowed. No recreational access to the Property is allowed. Summitt will not access any area within 250 feet of a residential structure on the Property, unless accompanied by the Property Owner's representative.

3.5 Speed limit

There is a strict 15 miles per hour speed limit on the Property. Summitt will obey this speed limit at all times when driving vehicles on the Property.

3.6 Portable Toilet

Summitt will supply a portable toilet for work crews involved in the Project. Summitt will ensure the portable toilet is used.

3.7 Damage to Property

Summitt is responsible to repair any damage to roads, bridges, culverts, drainage ways, or other similar improvements on the Property that is caused by Summitt's actions.

3.8 General Respect for Property

Summitt will treat the Property with respect. Summitt will take every precaution to avoid any incidental disturbance to the natural state of the Property. Summitt will ensure no trash or litter is discarded on the Property. Summitt will not take any items, including natural objects such as rocks and flowers, from the Property. Summitt will not publicly share, including posting to social media, any photographs taken on the Property.

4.0 DELIVERABLES AND REPORTING: Summitt will supply Springdale with a weekly progress report on work completed in the previous week. The report will include the number of acres treated. The report will include any issues encountered during the previous week which may alter the schedule, as well as the status of resolution of those issues. The report will also include photographs of areas treated in the previous week.

5.0 COMPENSATION AND PAYMENT: Springdale will pay Summitt the following amounts:

- Base rate for treatment of ninety (90) acres (including mobilization, cutting invasive Russian olive and tamarisk, stacking cut materials (or lop and scatter where authorized), and herbicide treatment): \$188,820.
- Initial survey to identify specific 90-acre project area (using a two-person survey crew, truck and UTV): \$2,500.
- Total: \$191,320.

If there are additional areas beyond the specified 90-acre project boundaries on the Property that require treatment, Springdale may request that Summitt treat additional areas. Summitt, at Springdale's request and with Property Owner's permission, will treat additional areas at the rate of \$2,098 per treated acre. Summitt understands that additional treatment areas must be first authorized by Springdale. Springdale will not compensate Summitt for any areas treated in excess of 90-acres unless Springdale has first authorized such treatment in writing. Summitt will submit monthly invoices to Springdale within 10 days of the end of the month. Invoices will document the amount of treatment are completed (in acres). Springdale will compensate Summitt for services performed and areas treated, at the rate of \$2,098 per treated acre. Springdale will pay Summitt within fifteen (15) days of receiving an invoice.

6.0 COMMUNICATION AND CONTACTS: Springdale, Summitt, and Property Owner will communicate openly with each other during the course of the Project. The Parties and Property Owner will seek to resolve issues as quickly and efficiently as possible. The primary contact information for the Parties and the Property Owner is listed below:

Springdale: Thomas Dansie, 435-522-4074, tdansie@springdale.utah.gov

Property Owner: Ray Beagley, ray@treesranchzion.com

Summitt: Travis Peter (541) 841-0303 summittforests@gmail.com

7.0 GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah, including all procedural laws and applicable statutes of limitations. Any breach of this Agreement will be deemed to have occurred in the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in St. George, Utah, in the Fifth Judicial District Court for Washington County.

8.0 PERMITS: If necessary Summitt shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Agreement.

9.0 CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to agreements issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Summitt employs any personnel in Utah.

- a. Summitt certifies as to its own entity, under penalty of perjury, that Summitt has registered and is participating in the Status Verification System to verify the work eligibility status of Summitt's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- b. Summitt shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Summitt's failure to comply with this section will be considered a material breach of this Agreement.

10.0 INDEMNITY: Summitt shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless Springdale and the Property Owner from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Summitt's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of Summitt, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Summitt shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of Springdale or Property Owner. The Parties agree that if there are any limitations of Summitt's liability, including a limitation of liability clause for anyone for whom Summitt is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

Springdale is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both Parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled.

11.0 EMPLOYMENT PRACTICES: Summitt agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Summitt further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Summitt's employees.

12.0 AMENDMENTS: This Agreement may only be amended by the mutual written agreement of the Parties with the written consent of Property Holder, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Agreement was derived. The amendment will be attached and made part of this Agreement.

13.0 TERMINATION: This Agreement may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by Springdale, upon thirty (30) days written termination notice being given to Summitt. Springdale and Summitt may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for work approved and completed prior to date of termination. In no event shall Springdale be liable to Summitt for compensation for any work neither requested nor accepted by Springdale. In no event shall Springdale's exercise of its right to terminate this Agreement for convenience relieve Summitt of any liability to Springdale for any damages or claims arising under the Agreement.

14.0 SUMMITT'S INSURANCE RESPONSIBILITY: Summitt shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah and approved by Springdale. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah and approved by Springdale. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Summitt will use a vehicle in the performance of this Agreement.

Certificate of Insurance (COI), showing up-to-date coverage, and naming Springdale and Property Owner as additional insureds on an ACORD COI form shall be on file with Springdale before the Agreement may commence. Summitt will cause all insurance carriers to give written notice to Springdale and Property Owner at least thirty (30) days before any coverage period ends and at least ten (10) days before cancellation of any policy of insurance.

Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. Summitt's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.

15.0 ATTORNEY'S FEES: If a court action is commenced to interpret or enforce any term of this Agreement, the prevailing party in that suit is entitled to recover from the other party reasonable attorney's fees and costs incurred in the action, including fees and costs incurred during an appeal.

16.0 SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

17.0 ERRORS AND OMISSIONS: Summitt shall not take advantage of any errors and/or omissions in this Agreement. Summitt must promptly notify Springdale of any errors and/or omissions that are discovered.

18.0 TITLES AND HEADINGS: Titles and headings of paragraphs in this Agreement are for convenience of reference only and must not affect the construction of any provisions of this Agreement.

19.0 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written

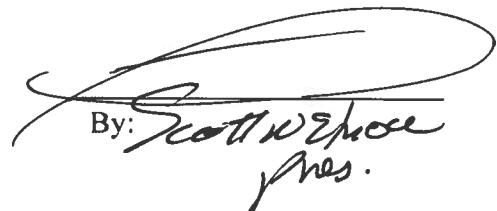
DATED as of the Effective Date first set forth above.

TOWN OF SPRINGDALE

SUMMIT FORESTS, INC.

Barbara Bruno

Barbara Bruno, Mayor


By: Scott W. Chase
Pres.

Attest:

Aren Emerson

Aren Emerson, Town Clerk