

**CUSTER COUNTY WEED ADVISORY COMMITTEE  
TUESDAY JUNE 12, 2018 - 1:00 PM**

The following people were present at the meeting:

Tom Flower  
Dick Downey

Brenda Gaide  
Clint Smith

Roger Squire  
Arley (Dan) Garrison

**MEETING NOTES**

Brenda is the secretary for the weed board. There were no notes from last meeting because there were only three people attending.

There were no reports to be given by any of the members.

**Old Business**

Custer County Annual Weed Tour: Original date was 6/30, but a lot of people can't make that date. July 7<sup>th</sup> was thrown out as an alternate date. Linnea can not make that date. Jeff Outhier said he would get with Tom and Roger to pick out a route, Charles from Huerfano might be able to come speak – Roger will speak to him. Tom will speak to Jeremiah Hanson regarding the kinds of herbicides that are available and which ones to use for which weeds – see if he can come for the tour. Roger will speak to John Coyle to see if he can be there as well (private sprayer out of Fremont). Arley will speak to Tom Coffield with CDOT to see if he will come. The route will be geared toward noxious weeds within the valley.

Arley will research places where herbicides can be purchased at better rates to be provided as a resource. He will bring some samples of herbicides. He also has a sprayer that he can bring to show the attendees.

A general plan would be to meet at 9:00 AM, have a presentation, go on the tour at 10:00, and come back for lunch at 11:30, eat & discussion until 12:30. The Saddle Club was suggested as the place to do this – Tom will look into it. It was suggested that we could have handouts for equipment calibration and use. Tom will provide weed specimens. We can have reference books that can be handed out – will speak to Jeff O. to see if he can get us some. We can also provide resource references for attendees – Roger will speak to Kayla Malone from Chaffee about this. Transportation – Roger will speak to Dave Bennett at school to see if we can use a bus. Rotary van would be another option, but only holds 12. Meal - Brenda will order Subway sandwiches at 9:00 AM when we find out how many people we will need to feed. Tom will take care of drinks.

Need to set up an appointment with Jordan Hedberg to get an article in the Tribune and set up appointment with Jackie Bubis for Sentinel. Have Vernon post on the county website.

We have a grant from Kayla Malone for \$3000 and we have \$5000 in our account to help spray weeds. Roger needs to check to see what the \$3000 is actually for – either private application or general use.

It is requested that all the members of the weed board try to invite a couple people to attend the weed tour.

**New Business**

We have an IGA with Huerfano for weed control. We are waiting for the signed document back from Huerfano. The commissioners in Huerfano were on board. Roger provided a cost sheet from Huerfano that is attached to the minutes, along with the Huerfano IGA.

Will spray be stored in the county garage? Maybe if needed.

It was suggested to have a standing meeting day/time.

Next meeting is scheduled for Tuesday, July 24 at 1:00 PM in the commissioner's room.

Meeting adjourned at 1:57 PM.

Brenda Gaide  
BOCC Admin Assistant

## AGREEMENT FOR WEED CONTROL

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Custer, State of Colorado, whose address is 205 S. 6<sup>th</sup>, PO Box 150, Westcliffe, Colorado 81252 hereinafter referred to as "Custer," and the County of Huerfano, State of Colorado, by and through the Board of County Commissioners of the County of Huerfano, whose address is 401 Main St. Suite 201, Walsenburg, Colorado 81089, hereinafter referred to as "Huerfano".

WHEREAS, Custer wishes to have Huerfano perform weed control and weed treatment services on various properties located within the boundaries of Custer, which are hereinafter referred to collectively as "Custer Properties", and

WHEREAS, Huerfano is agreeable to rendering such services pursuant to the terms and conditions hereinafter set forth, and

WHEREAS, Agreements between Huerfano and other governmental entities are authorized and provided for by the provisions of Section 29-1-203, C.R.S.;

NOW, THEREFORE, Huerfano agrees to provide weed control services on Custer Properties according to the following terms and conditions:

1. Huerfano shall spray weeds and perform other weed control and enforcement activities Custer-owned properties as designated by Custer in the same manner as similar activity by Huerfano on County-owned properties, including road rights-of-way outside of the boundaries of surrounding Custer.
2. Huerfano is authorized by Custer to exercise statutory enforcement powers upon privately-owned lands within Custer County, as authorized in the Colorado Noxious Weed Act, §35-5.5-101, et seq., C.R.S.
3. Custer agrees to pay Huerfano for the weed control services it renders on Custer-owned lands pursuant to the terms of this Agreement at such rates and for such costs as are set out each year by Huerfano for the specific services and on such properties designated by Custer. Huerfano shall submit a proposal to Custer for acceptance and approval before such work begins, and thereafter shall bill Custer on a periodic basis for those services which have been performed in said period. All personnel performing the Services will have licenses and certifications as required by law or regulation. Huerfano will comply with all applicable laws and regulations in the performance of the Services and will perform the Services in a safe manner.
4. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
5. This Agreement shall run from year-to-year from the date of the signing of this Agreement unless terminated by either Huerfano or Custer, providing the party seeking to terminate this Agreement gives the other party ten (10) days written notice prior to the date of said termination.
6. The parties hereby agree that neither has made or authorized any Agreement with respect to the subject matter of this instrument other than expressly set forth herein, and contained shall be binding on either party, or its agents or employees, hereto. This Agreement embodies all Agreements between the parties

hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof other than as contained herein.

7. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to a person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
  
8. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have agreed as set forth herein the date and year set forth above.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

CUSTER COUNTY, COLORADO:

BY: \_\_\_\_\_  
Custer County Clerk

BY: \_\_\_\_\_  
Chairman

ATTEST:  
CLERK TO THE BOARD OF COUNTY  
COMMISSIONERS COMMISSIONERS  
COLORADO

COUNTY:  
BOARD OF COUNTY  
OF HUERFANO COUNTY,

BY: \_\_\_\_\_  
Deputy Clerk to the Board

BY: \_\_\_\_\_  
Chairman

## CUSTER COUNTY RIGHT OF WAY ESTIMATED COST

### MILEAGE\LABOR

TOTAL ROAD MILES	TOTAL R.O.W. MILES	HOURS OF LABOR (Spray)	TRAVEL TIME
150	300* (150 road miles X 2) *Both Right of Ways	86 (300 miles ÷ 3.5 mph Avg.)	30hrs (10 days X 3hr round trip)
<b>TOTAL</b>		116hrs X \$29.50\hr=	\$3422.00

### EQUIPMENT HOURS\FEMA RATE

TRUCK (FEMA CODE: 8809)	TRAILER (FEMA CODE: 8711)	UTV (FEMA CODE: 8089)	SPRAYER (FEMA CODE: 8458)
30 hours @ \$26.40\HR=\$792.00	15 hours @ \$3.10\HR=\$46.50	85 hours @ \$16\HR=\$1360.00	85 hours @ \$6\HR=\$510.00
<b>TOTAL</b>			\$2708.50

### HERBICIDE\SURFACTANT

PRODUCT	QUANTITY	RATE	UNIT PRICE
Chaparral- 1.25lb @ \$139.98	99 .oz\5-1.25lb. Containers	2.5 .oz\Acre	\$139.98\1.25lb X 5=\$699.99
2,4-d Amine-2.5gal @ \$44.95	9 gal.\4-2.25 gal. Containers	1% V\V	\$44.95\2.5gal X 4=\$179.80
Premier 90- 2.5gal @ \$42.95	1\2.5gal. Container	.25% V\V	42.95\2.5gal X 1=\$42.95
<b>TOTAL</b>			\$922.74

**LABOR\EQUIP.\PRODUCT TOTAL: \$7,053.24**

### COMPLIANCE\MAPPING

SERVICE	FREQUENCY	CATEGORY
Regulatory Compliance of C.R.S. 35-5.5-105	*ONGOING*	REGULATORY
Species Distribution Mapping	*SEASONAL\ANNUAL SUBMISSION*	REGULATORY
Grant Submission\Reporting	*ONGOING*	BUDGETARY
Technical Assistance\Public Outreach	*ONGOING*	REGULATORY\PUBLIC EDUCATION
<b>TOTAL:</b>		\$5,000.00 (113hrs @ \$44.25\hr) <sup>1</sup>

\*Contract Duration

**PROJECT TOTAL: \$12,053.24**