

**CUSTER COUNTY WEED ADVISORY COMMITTEE  
TUESDAY AUGUST 28, 2018 - 1:00 PM**

The following people were present at the meeting:

Tom Flower  
Dick Downey  
Kate Spinelli

Brenda Gaide  
Clint Smith  
Sheron Berry

Fred Berry  
Linnea Laurila  
Roger Gregg

**Old Business**

None

**New Business**

**1. Election of Vice Chairman**

Roger Gregg was elected the Vice-Chair in April, so this item of business is already taken care of.

Kate Spinelli spoke about the new director of San Isabel Land Protection Trust, Linda ?. She does not own property in Custer County, but would be willing to consult.

**2. Appointment of new member**

We will hold off on adding a new member since we already have more members than what the by-laws state. The by-laws may have to be re-written. 40 Acre ownership is in state statutes.

**3. 2019 Budget discussion**

2019 budget hearing is Oct. 9 – 12. Last years budget was \$5000, and we got \$3000 from Fremont for private land only. Since we have an IGA with the Huerfano County weed manager, we need to consider that for the budget. Huerfano has estimated \$12,000 for Custer County rights-of-ways. Roger Squire is willing to be the acting Weed Manager for the county. At some point the board needs to put together a job description, either full or part time. It was suggested that Carol Franta may be an option as a part time weed manager since she is already involved with the conservation district. Tom will speak to Roger regarding this. Kayla Malone from Chaffee says there are grants available to get a weed manager in place.

**MOTION:** Dick Downey - \$20K for the 2019 budget, Sheron Berry – 2<sup>nd</sup>, Motion carried. For spraying, mapping, possible weed manager & other.

**4. 2018 county weed spraying voucher - \$5,000**

Ark Valley spraying (John Coyle) voucher for \$5000 will be paid Aug. 31. This will deplete our budget for 2018. We would like documentation from him about where he sprayed before he gets paid.

May need to get something in the paper to let people know who they can contact for weeds on private land if grant money is still available. Brenda will try to contact Nick Bankston.

The Weed Management Plan needs to be re-done. We can do this during the winter months and during upcoming meetings.

We could take some time during each meeting to look at a weed or weeds to become familiar with them. Linnea volunteered to bring in weeds for the next meeting.

**Next meeting is scheduled for Tuesday, September 25 at 1:00 PM in the commissioner's room.**

Meeting adjourned at 2:36 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**