

**CUSTER COUNTY WEED ADVISORY COMMITTEE
TUESDAY SEPTEMBER 25, 2018 - 1:00 PM**

The following people were present at the meeting:

Tom Flower
Linnea Laurila
Sheron Berry

Brenda Gaide
Roger Squire

Roger Gregg
Charles Bryant

MOTION: Roger Gregg - approve Aug. 28 minutes, Linnea Laurila – 2nd, Motion carried.

Old Business

John Coyle – Sprayed the total of \$5,000.00 on County Right of Ways. We will be overbudget by about \$300 because of the weed tour for 2018.

New Business

1. Charles Bryant-Huerfano County Noxious Weed Manager

Presentation of Survey of County Roads – Map of A & B list noxious weeds. Mapping includes Right of Ways. The state requires mapping of A & B list species on an annual basis. For 2019 Charles will be our weed manager. It will cost Custer \$12,000.00 for 2019.

Charles – Did some mapping in Custer County in August.

Canada Thistle is most widespread weed in our county (it is a B list weed). Seed life is 20 – 30 years.

Musk Thistle is the next most widespread weed. There is a lot by Lake DeWeese.

Diffuse Knapweed – bulk of it is on county property (just north of Silver Cliff). Should be easy to control.

There was one Russian Knapweed – these spread like Canada Thistle and is toxic to livestock. This will be a high priority.

Houndstongue is fairly widespread as well in the county.

Bull Thistle & Myrtle Spurge are sporadic, but on his radar.

Wild Caraway is another prevalent weed in the county.

In general Custer County looks pretty good.

Charles presented a time table for elimination for different weeds.

For next year Charles would like to concentrate his efforts by the agricultural lands. Two spray units would be used to do the corridor to the west of Hwy. 69. We might want to do a bare grounds spray at the Road & Bridge shop.

State Park lands, BLM lands and State Land Board lands pay pretty generously.

We can offer to spray private lands while doing rights of way for a cost share if the land owner would like – hourly rate of \$60. We would then bill the land owner.

2. Grants Available - Charles

What grants do we want to apply for in 2019? There are matching grants for private land owners. BLM can provide funds for weed treatment on BLM lands.

The Noxious Weed Fund is a great resource for funds. We are in good position to apply for funds. Look for funding for public outreach, herbicide and equipment mileage.

He will look for funding also from public lands which can help with adjoining private lands.

Tom will speak to Sheriff Byerly about using the side-by-side for spraying. It has a sprayer.

3. Budget

Budget hearings for Weed Board is Wednesday Oct. 10th at 1:30 PM. Weed board members should attend. Roger will send the budget breakdown to everyone that we plan to present at Budget Hearings.

4. Tom - Bankston money left in private spraying account

There should be about \$1000 left that needs to be used before the end of the year. Tom will touch base with him again to see if we can buy herbicide to store here.

5. Annual Weed Conference Nov. 8th at the Abby in Canon City

Tom will send a reminder email in October.

6. Resignation of Kate Spinelli

Linda Poole is with San Isabel Land Protection Trust – we can invite her as a resource.

*****County Weed Plan and Implementation needs to be updated before end of this year. *****

Plan to do this at our next meeting. Ask Charles Bryant to be at our next meeting to help us with this.

***Add By-laws to the next meeting agenda.

***Add Budget Report to next meeting agenda.

Next meeting is scheduled for Tuesday, October 23 at 1:00 PM in the commissioner's room.

Meeting adjourned at 3:30 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. 6th, 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)
TOTAL		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
TOTAL			\$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
TOTAL			\$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
TOTAL:		\$5,000.00 (113hrs @ \$44.25\hr) ¹

*Contract Duration

PROJECT TOTAL: \$12,053.24