

Read and fill out the entire application; incomplete applications may not be processed.  
Applications will be reviewed and approved on a rolling basis by the Conservation District Board.



**EAGLE COUNTY  
CONSERVATION  
DISTRICT**

## **EAGLE COUNTY CONSERVATION DISTRICT**

### **America the Beautiful**

#### **2023 Noxious Weed Cost Share (Part II: Application)**

*\*All applicants MUST complete an intake form AND communicate with a Conservation District Representative before applying.*

**Full Name:** \_\_\_\_\_ **Are you a Landowner or Land Manager?** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Land Address:** \_\_\_\_\_  
**or Parcel #**      **Street**      **City**      **State**      **Zip**

**Mailing Address:** \_\_\_\_\_  
                         **Street**      **City**      **State**      **Zip**

### **Guidelines & Conditions**

**All cost share funds are limited to 50% of the total costs, with a maximum of \$500 per landowner annually.**

**All Noxious Weed Cost Share applications MUST include:** a completed W-9; all invoices and paid receipts pertinent to this cost share; a detailed map of the property location with approximate area (sqft or acres) to be treated; infestation locations marked on the map; before and after photos of each weed treated, one close up & one far away).

The applicant must be a landowner or land manager of taxable land in Eagle County Conservation District or Eagle County boundary.

If an applicant uses a Commercial Herbicide Applicator, an Application Record is required in addition to any invoice and must include the Commercial Applicator License number.

Read all label directions before using any organic or conventional weed treatment products. It is a violation of Federal law to use herbicides in a manner inconsistent with their labeling.

All invoices and paid receipts are required before reimbursement can be made.

Cost share funds may include applicant labor hours for all treatment methods at an hourly rate of \$30. Labor duration for treatment methods will be reviewed & may be denied. Hours must be accurately reported.

All applications must be filled out completely and correctly. An application is subject to Noxious Weed Cost Share Program Policies and review by the Eagle County Conservation District Board.

☐

**I hereby certify that I have read and agree to the above conditions**

\_\_\_\_\_  
Landowner/Land Manager Signature

\_\_\_\_\_  
Date

Read and fill out the entire application; incomplete applications may not be processed.  
Applications will be reviewed and approved on a rolling basis by the Conservation District Board.

**Cost share may cover the following Colorado Department of Agriculture Noxious weeds:**

<https://ag.colorado.gov/conservation/noxious-weeds/species-id>

**For advice, information, herbicide and reseeding supplies:**

**Eagle County Conservation District:**

(970) 445-0307

[Eaglecountycd@gmail.com](mailto:Eaglecountycd@gmail.com)

**Eagle County Vegetation Management:**

(970) 328-3553

[Kallie.rand@eaglecounty.us](mailto:Kallie.rand@eaglecounty.us)

**CSU Extension Office in Eagle County:**

(970) 328-8633

[Denyse.schrenker@eaglecounty.us](mailto:Denyse.schrenker@eaglecounty.us)



**Check List: Must be Completed**

*Please read and initial each line item; all items must be completed in order to be funded. Submittal of application does not guarantee payment.*

I have completed the intake form & have been approved for eradication & revegetation process through a Conservation District's authorized personnel.

\_\_\_\_\_

I have completed a W-9 and included it with my application.

\_\_\_\_\_

I have included all invoices and paid receipts pertinent to this cost share.

\_\_\_\_\_

I have included a detailed map showing the property location & size, weed infestation location(s), and weed treatment location(s).

\_\_\_\_\_

I have provided before and after photos of each noxious weed treated, one up close & one far away.

\_\_\_\_\_

I am authorized to execute this contract.

\_\_\_\_\_

I have accurately listed all species and acres treated, dates treated, methods and labor hours pertinent to this cost share.

\_\_\_\_\_

☐

**I hereby certify that I have read and agree to the above conditions**

\_\_\_\_\_  
Landowner/Land Manager Signature

\_\_\_\_\_  
Date

Read and fill out the entire application; incomplete applications may not be processed.  
Applications will be reviewed and approved on a rolling basis by the Conservation District Board.

## Weed Management Treatment Performed

### **HERBICIDES:**

#### **LANDOWNER APPLIED:**

*Read all product label directions before use. It is a violation of Federal law to use herbicides in a manner inconsistent with their labeling. All product invoices and receipts must be included.*

**Total acres treated:** \_\_\_\_\_

**Total hours spent (applicant only):** \_\_\_\_\_

**Total amount spent:** \_\_\_\_\_

Product(s) Used:

Rate(s) Applied:

Noxious Weed(s) Treated:

Date(s) Applied:

Surfactant Used (Yes or No)?

#### **COMMERCIAL APPLICATOR:**

*All commercial invoices and receipts must be included in the application.*

**Total acres treated:** \_\_\_\_\_

**Total amount spent:** \_\_\_\_\_

Check that invoices and receipts include ALL of the following (if not included, please indicate below):

\_\_\_\_\_ Product(s) Used

\_\_\_\_\_ Rate(s) Applied

\_\_\_\_\_ Noxious Weed(s) Treated

\_\_\_\_\_ Date(s) Applied

Any Additional Information:

Read and fill out the entire application; incomplete applications may not be processed.  
Applications will be reviewed and approved on a rolling basis by the Conservation District Board.

## **MECHANICAL:**

Total acres treated: \_\_\_\_\_

Check all that apply:

Total hours spent (applicant only): \_\_\_\_\_

\_\_\_\_\_ Mowing

\_\_\_\_\_ Cutting

\_\_\_\_\_ Pulling

\_\_\_\_\_ Grazing (funds applicable for revegetation costs only)

\_\_\_\_\_ Other: \_\_\_\_\_

Noxious Weed(s) Treated:

Date(s) Treated:

Any Additional Information:

## **BIOLOGICAL:**

*All invoices and receipts related to biological treatment must be included in the application.*

Total acres treated: \_\_\_\_\_

Total hours spent (applicant only): \_\_\_\_\_

Total amount spent: \_\_\_\_\_

Noxious Weed(s) Treated:

Describe Methods:

Date(s) Treated:

Any Additional Information:

Read and fill out the entire application; incomplete applications may not be processed.  
Applications will be reviewed and approved on a rolling basis by the Conservation District Board.

## **RE-VEGETATION:**

*Reseeding may be strongly recommended by an authorized Conservation District personnel to prevent future weed infestations and erosions. All invoices and receipts related to re-vegetation must be included.*

**Total acres seeded:** \_\_\_\_\_

**Total hours spent (applicant only):** \_\_\_\_\_

**Total amount spent:** \_\_\_\_\_

Species Seeded:

Lbs of Seed Purchased:

Seeding Rate(s)

Date(s) Seeded:

## **TOTAL COST SHARE:**

*Add up total acres treated, total acres seeded, total hours spent and total amount spent from all methods.  
All cost share funds are limited to 50% of the total costs, with a maximum of \$500 per landowner annually.*

**Total acres treated:** \_\_\_\_\_

**Total acres seeded:** \_\_\_\_\_

**Total hours spent (applicant only):** \_\_\_\_\_ X \$30= \$

**Total amount spent:** \$

-----  
**TOTAL EXPENSES:** \$

*(Add total hours spent + total amount spent)*

**TOTAL COST SHARE REQUEST:** \$

*(50% of TOTAL EXPENSES or maximum of \$500)*

### CERTIFICATION

I hereby certify that this is a true and accurate accounting of the costs I incurred in the treatment of the noxious weeds as listed in this cost share application. I understand that reimbursements are limited to 50% per application, with a maximum of \$500 per application for all treatment methods. I understand that my application must include total property acres, infested acres, and acres treated, in addition to a detailed map showing the property location, weed infestation location(s), weed treatment location(s), and weed species details such as densities, abundance, or habitat. I understand that it is my duty as a landowner or land manager to properly fill out and sign this application, NOT the responsibility of my hired contractor. I understand that if the application and all required supporting documentation is not received by the applicable deadline, reimbursement will be denied. I have signed the "Release and Indemnity Agreement for Weed Cost Share Program of the application.

---

Landowner/Land Manager Signature

---

Date

### **Release and Indemnity Agreement for Weed Cost Share Program MUST BE SIGNED BY LAND OWNER OR MANAGER**

**All participating landowners in the Eagle County Government / Eagle County Conservation Districts' Weed Cost Share Program must sign this Award Agreement**

1. The undersigned (the "applicant") wishes to participate in the Weed Cost Share Program, as described in the Weed Management Plan attached to this Application, for the purpose of controlling the weeds specified on the project area map included in the Weed Management Plan on the property at the address indicated below ("Property"), which is for the protection of property within Eagle County. The undersigned agrees with the associated terms, conditions and parameters state herein.
2. The applicant is either the land owner of record or the land manager. In the case that the applicant is the land manager, the land manager has authority to act on behalf of the land owner of record.
3. The undersigned voluntarily participates in this Weed Cost Share Program, is over 18 years of age, and owns or manages the land to which the Weed Management Plan will be applied.
4. The undersigned acknowledges that control of weeds through the use of herbicides and mechanical and other methods can be a dangerous or hazardous activity. The undersigned also acknowledges that there may be hazards not immediately apparent in the use of herbicide, mechanical and other methods of weed control. The undersigned, therefore, certifies that he/she will strictly adhere to herbicide label restrictions if he/she applies a herbicide, rather than obtaining application services, and will exercise caution in the use of all other methods of weed control.
5. By signing this agreement, the undersigned authorizes Eagle County Conservation District and authorized personnel to enter and access the Property for the purpose of evaluating the plan.
6. By signing this agreement, the undersigned understands that in order to be eligible for cost-sharing funding, Eagle County Conservation District and authorized personnel must complete an initial and follow up site visit at the project site. An initial site visit must occur prior to the undersigned initiating any work. A follow up site visit must occur prior to the undersigned applying for the Weed Cost Share Program. Upon coordination, the applicant is not required to be present at the follow up site visit.
7. By signing this agreement, the applicant understands that Eagle County Conservation District will **fund 50% of Weed Cost Share Program's total project expenses with a maximum award amount of \$500. If the applicant does the work him/herself then labor costs for all methods of treatment are funded at an hourly**

**rate of \$30.** Nothing in this agreement shall obligate any party to expend funds or future payments of money in excess of the award amount provided by this agreement.

8. By signing this agreement, the undersigned understands that this is a reimbursement program that he/she will be responsible for full payment under his/her contract with the contractor and any natural resources professional if applicable. The applicant is reimbursed the award amount stated herein after work has been completed in compliance with the terms stated herein.

9. By signing this agreement, the undersigned understands that he/she is **not eligible** for any award reimbursement payments for any incurred costs for work done prior to OR without signing an award statement that has been issued in his/her name.

10. The program funds are provided by Eagle County Conservation District as part of a grant award with the Colorado Department of Agriculture's America the Beautiful Challenge Fund. The agreement may be terminated by Colorado Department of Agriculture at any time if the program funds designated for reimbursement should, for any reason, be unavailable.

11. If, prior to reimbursement or payment for completed projects, Eagle County Conservation District reasonably determines that the reimbursement or payment would be improper because the undersigned failed to complete the project in compliance with the approved weed management plan as prescribed by the terms of this agreement or otherwise fulfill the applicant's obligations contained herein, Eagle County Conservation District shall have no obligation to make such payment. If, at any time after reimbursement or payment has been made, Eagle County Conservation District reasonably determines that the reimbursement or payment was improper because the approved weed management plan for which the reimbursement or payment were not performed as prescribed by the provisions of this agreement, then upon written notice of such determination and request for reimbursement from Eagle County Conservation District, the applicant shall forthwith return such payment or reimbursement to Eagle County Conservation District.

12. THE UNDERSIGNED AGREES TO RELEASE AND DISCHARGE EAGLE COUNTY CONSERVATION DISTRICT, THEIR OFFICIALS, BOARDS, OFFICERS, PRINCIPLES, EMPLOYEES, CONTRACTORS AND AUTHORIZED PERSONNEL FROM ALL LIABILITY FOR DAMAGE TO PERSONS OR PROPERTY, CLAIMS, DEMANDS, LOSSES OR DAMAGES, AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS EAGLE COUNTY CONSERVATION DISTRICT, OFFICIALS, BOARDS, OFFICERS, PRINCIPLES, EMPLOYEES, CONTRACTORS AND AUTHORIZED PERSONNEL FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND LIABILITIES ARISING OR ALLEGEDLY ARISING OR RELATED TO THE SUBJECT OF THIS AGREEMENT OR PARTICIPATION IN EAGLE COUNTY WEED COST SHARE PROGRAM (WHICH SHALL INCLUDE ATTORNEY FEES AND COSTS). THIS RELEASE APPLIES WHETHER DANGERS OR HAZARDS ARE, OR ARE NOT, APPARENT TO THE UNDERSIGNED.

13. Nothing herein shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S § 24-10-101 et seq., as applicable now or hereafter amended.

14. Notwithstanding anything to the contrary contained in this Agreement, Eagle County Conservation District shall have no obligations under this Agreement after, nor shall any payments be made to Homeowner in respect of any period after, December 31, 2026, without appropriation therefore by Conservation District in accordance with a budget adopted by Board of Eagle County Conservation District in compliance with the provisions of Article, 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).



**I hereby certify that I have read and agree to the above Certification and Release and Indemnity Agreement**

---

Landowner/Land Manager Signature

---

Date

Read and fill out the entire application; incomplete applications may not be processed.  
Applications will be reviewed and approved on a rolling basis by the Conservation District Board.

<b>Form W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]
Employer identification number
[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and  
3. I am a U.S. citizen or other U.S. person (defined below).  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:  
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
2. Certify that you are not subject to backup withholding, or  
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.  
**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:  
• An individual who is a U.S. citizen or U.S. resident alien,  
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,  
• An estate (other than a foreign estate), or  
• A domestic trust (as defined in Regulations section 301.7701-7).  
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.