



Registry Ridge Certified Natural Area

City of Fort Collins 2011 Natural Areas Enhancement Fund

Application Submittal Deadline:

NOVEMBER 4, 2011



Natural Areas Program
P.O. Box 580
Fort Collins, CO 80522
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www.fcgov.com/naturalareas

2011 NATURAL AREAS ENHANCEMENT FUND APPLICATION GUIDELINES

Submittal Deadline: 5:00 p.m. November 4, 2011

PURPOSE OF THE PROGRAM

The City of Fort Collins encourages site management practices that focus on protecting, restoring, and enhancing native animal and plant communities.

Financial assistance may be awarded to projects designed to enhance or restore public or private natural areas in Fort Collins. Examples of appropriate projects include native tree and shrub plantings, removal of Russian olives or other non-native woody vegetation, wetland creation and enhancement, or native grassland revegetation.

OVERVIEW

The City of Fort Collins established this fund in 1994 by allocation of a portion of the monies generated by a quarter-cent sales tax approved by the voters of Fort Collins in November 1992. The fund is currently supported by the “Open Space Yes!” sales tax approved by voters in 2002. A total of \$15,000 is currently available from tax dollars for 2011 applications. Projects up to that amount will be considered; smaller budget projects (\$2,000 or less) with a supporting volunteer commitment are encouraged.

The Natural Areas Enhancement Fund was initially authorized in the 1992 Natural Areas Policy Plan (NAPP). The 2004 Land Conservation and Stewardship Master Plan replaced the NAPP and authorizes the use of funds to assist private landowners and others with the restoration and enhancement of privately-owned and public natural areas. Specifically, the Natural Areas Enhancement Funds can be used to:

- (1) Enhance or restore privately-owned natural areas currently certified by the City.
- (2) Enhance or restore publicly-owned natural areas, which include designated City natural areas, wetlands and stream corridors within developed City parks, and City stormwater detention areas managed as natural areas.

SELECTION PROCESS

The Natural Resources Department’s Natural Areas Enhancement Fund Team is responsible for selecting projects for the Natural Areas Enhancement Fund. The Team may also request review and approval of projects by staff of other City Departments, including Parks, Forestry, Stormwater, Poudre Fire Authority, and Streets, depending on the location and type of project (e.g., tree and shrub plantings in floodplain areas must meet stormwater flow criteria).

The following criteria may be used for rating the applications:

- What is the potential to enhance the wildlife value of this natural area by the project?
- What is likelihood of the applicants’ completion of the project?
- What is the volunteer commitment of the applicant?
- If a group, what is the relative monetary commitment of the applicant?

ELIGIBILITY

1. The site must be entirely within the limits of the Fort Collins Growth Management Area, but need not be within the City limits.
2. Projects will be considered from private citizens, neighborhood groups, nonprofit organizations, school groups, and corporations. City, County, and Federal projects are not eligible for this fund.
3. Projects may be on public or private land. Applicant must provide written proof of approval from landowner(s).
4. Funds are primarily for implementation purposes. Planning and salary costs are not considered for funding. Site enhancement is the primary focus for funding, not natural areas education or interpretation. If plantings are proposed, only species native to the Fort Collins area will be funded. Noxious weed control is not generally funded, with the exception of exotic shrub and tree removal (e.g., Russian olive control). If interpretive signs are proposed, wording and graphics must be reviewed and approved by City staff for content accuracy.
5. Applications for a grant that would directly improve the property of a current City of Fort Collins Natural Resources Department employee will not be eligible for a grant award.

APPLICATION REQUIREMENTS

Applications must be submitted on the enclosed forms and include all requested information. Applicant must submit original and two photocopies. Photographs of the site and a map or scale drawing of project location and plans must be enclosed with the application. Photographs are part of the application and will not be returned. An application for natural areas certification must be submitted with the enhancement fund application for all sites in private ownership and not currently certified as a natural area by the City. A Natural Areas Certification application can be obtained from the City of Fort Collins Website www.fcgov.com/naturalareas/ or through the Natural Resources Department.

Applicants that receive funding are required to sign a contract with the City (see attached example). The contract requires that a sign acknowledging receipt of enhancement funds be displayed on the site. A sign will be provided by the City. The applicant is also required to submit a written evaluation and fiscal report, including copies of receipts of monies spent, on the project 2.5 years after receipt of funds.

DEADLINE

Proposals must be **submitted no later than 5:00 p.m. on Friday, November 4, 2011**. Applications can be e-mailed to Karen Mancini (kmanci@fcgov.com); mailed (Karen Mancini, Natural Areas Program, P.O. Box 580, Fort Collins, CO, 80522-05800); or dropped off at the Natural Areas Program Offices (1745 Hoffman Mill Road). Anticipate a 4-week selection period before grant recipients are notified.

For more information contact Karen Mancini, at 221-6310 or kmanci@fcgov.com. A pre-application meeting, which may include a site visit, is encouraged. Information on native plants is available on the City of Fort Collins Website www.fcgov.com/naturalareas/ or through Karen.



EXHIBIT A
2011 NATURAL AREAS ENHANCEMENT FUND
APPLICATION FORM

SITE NAME: _____

SITE SIZE (natural areas portion only): _____ (acres)

SITE ADDRESS/LOCATION: _____

NAME OF APPLICANT(S): _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ **Home** _____ **Work (if applicable)**

E-MAIL (if available): _____

MAIN OBJECTIVE(S) OF PROJECT: _____

DESCRIPTION OF PROJECT (INCLUDE SPECIES, NUMBER, AND SIZE OF NATIVE PLANTS TO BE PLANTED; NATIVE SPECIES SEED MIX AND SIZE OF AREA TO BE SEEDED; SPECIES LIST OF EXOTIC PLANTS TO BE REMOVED):

(Attach additional sheets, if necessary).

SCHEDULE OF PROJECT:

TOTAL PROJECT BUDGET: \$ _____

TOTAL REQUESTED FROM NATURAL AREAS FUND: \$ _____

ADDITIONAL FUNDING PROVIDED BY APPLICANT: \$ _____

SOURCES OF ADDITIONAL FUNDING: _____

STATEMENT OF VOLUNTEER COMMITMENT:

2011 ENHANCEMENT FUND BUDGET WORKSHEET

Plant or Seed Material:

Trees \$ _____
Shrubs _____
Grasses _____
Wildflowers and other forbs _____

Subtotal: \$ _____ (1)

Exotic Pest Shrub/Tree Removal:

Tools \$ _____
Equipment rental/Contractor _____
Other _____

Subtotal: \$ _____ (2)

Grading:

Tools \$ _____
Equipment rental/Contractor _____

Subtotal: \$ _____ (3)

Structural Materials:

Fencing \$ _____
Rock _____
Other _____

Subtotal: \$ _____ (4)

Irrigation:

Hoses/piping/sprinkler parts \$ _____
Equipment rental/Contractor _____

Subtotal: \$ _____ (5)

Safety Features:

Wheelchair access aids \$ _____
Refuse receptacles _____
Motor vehicle barriers _____

Subtotal: \$ _____ (6)

Interpretive/Educational Material:

Signage \$ _____
Viewing areas _____
Other _____

Subtotal: \$ _____ (7)

Other expenditures (list):

_____ \$ _____
_____ _____

Subtotal: \$ _____ (8)

TOTAL PROJECT BUDGET: \$ _____ (Lines 1-8)

AMOUNT REQUESTED FROM NATURAL AREAS FUND: \$ _____

AMOUNT PROVIDED BY APPLICANT: \$ _____

ATTACH RECENT PHOTOGRAPHS OF SITE.

Attach **color photographs to original application.** Black and white photocopies of the photographs are acceptable on the two copies.

ATTACH SITE PLAN.

Black and white on 8.5” X 11” paper is preferable. A rough sketch is acceptable.

Don't forget to make two copies of the entire completed application and submit all of them with the original. You should also make an additional copy to keep for your records.

Example of Contract:

2011 NATURAL AREAS ENHANCEMENT FUND

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "City"), and _____ (the "Contractor").

WHEREAS, it is the objective of the City to conserve the natural environment of Fort Collins for its wildlife habitat value as a service to the people of Fort Collins; and

WHEREAS, the City's Natural Resources Department has selected the Contractor's project, as described below, for funding in accordance with the City's Natural Areas Enhancement Fund guidelines; and

WHEREAS, the City Plan policies adopted by the City Council include Open Lands Policy OL-1.2, Urban Development, to encourage and assist efforts by private landowners and organizations to protect, restore or enhance privately owned natural areas within the City's Growth Management Area; and

WHEREAS, the City Plan policies also include Open Lands Policy OL-1.4, Partnerships, to develop effective local and regional partnerships with other governmental organizations and the private sector for the protection and preservation of locally and regionally valued open lands; and

WHEREAS, as a consequence of these policies, it is part of the mission of the City Natural Areas Program to protect and enhance lands with existing or potential natural areas values; and

WHEREAS, the conservation and restoration of natural areas on non-City owned properties is one means by which this mission may be accomplished, as described in the Land Conservation and Stewardship Master Plan approved by the City Council in Resolution 092-2004 on July 20, 2004.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

1. The Contractor shall perform the project and use the funds provided under this contract in accordance with the Contractor's Proposal, which is attached as Exhibit "A" and incorporated by this reference.

2. Any modification of the performance of this project from that indicated in the Contractor's Proposal, must receive prior written approval of the City.

3. For performance of this project, the Contractor shall receive _____ (\$_____) which shall be expended by the Contractor by *June 15, 2014*, in accordance with the Natural Areas Enhancement Fund Guidelines, which are attached as Exhibit "B" and incorporated herein by this reference.

4. The Contractor shall provide the City with a written evaluation and fiscal report, including copies of receipts for expenditures with the funds on this project no later than *June 15, 2014*.

5. The Contractor shall acknowledge receipt of this City support by displaying a sign provided by, or approved by, the City at the site and include the following statement in all materials relating to the project funded:

**THIS PROJECT IS SUPPORTED BY FUNDING FROM
THE CITY OF FORT COLLINS NATURAL AREAS ENHANCEMENT FUND**

6. The Contractor agrees to make all records pertaining to activities carried out under this Contract available to the City for audit upon request for at least 3 years following the fulfillment of this Contract.

7. If any provision of this Contract is not met in the manner and time specified by the Contractor, the Contractor will be in breach and the City may terminate the Contract. Upon such termination, the Contractor will return to the City all funds paid in accordance with this Contract within (30) days following receipt of the written request from the City to do so.

8. This Contract is not assignable without prior written consent of the City.

9. The Contractor hereby represents and warrants that it is the owner of, or in the event it is not the owner, had the permission of the owner of, the site upon which the proposed activities will take place, and further represents and warrants that it is fully authorized to undertake the activities set forth in Exhibit "A."

10. The term of this Contract shall be from the date of signature (reverse) to *June 15, 2014*.

11. At all times during the term or performance of this Contract, the Contractor shall strictly adhere to all applicable federal, state and local laws, rules and regulations that have been or may hereafter be established.

12. The signatories aver that to their knowledge no City employee has a personal or beneficial interest whatsoever in the service or property described herein.

13. The Contractor shall indemnify, save and hold harmless the City, its officers, employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract.

14. The Contractor, if an individual, must;

A. produce either a valid Colorado driver's license or a Colorado identification card; a U.S. military card or military dependent's identification card; a U.S. Coast Guard merchant mariner card; or a Native American tribal document; and

B. execute an affidavit stating that he or she is a U.S. citizen or legal permanent resident or that he or she is otherwise lawfully present in the U.S. pursuant to federal law.

15. The Contractor represents and agrees that:

A. As of the date of this Agreement:

1. The Contractor does not knowingly employ or contract with an illegal alien; and

2. The Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as

amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify confirm the employment eligibility of all newly hired employees that the Contractor does not employ any illegal aliens.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employs or contracts with an illegal alien to perform work under this Agreement.

C. The Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

D. The Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify such subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

G. If the Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

Contractor:

By: _____

Print Name: _____

Title: _____

City of Fort Collins:

By: _____
Director of Purchasing & Risk Management

Approved as to form:

Assistant City Attorney

Attest:

City Clerk