

GRANT AGREEMENT

Project Name: The Next Evolution of Denver's South Platte River
Project Completion Date: June 19, 2015
GOCO Contract No.: 12616

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Grantee: City and County of Denver
Date: June 19, 2012

EXHIBITS

Exhibit A Project Summary
Exhibit B Approved Budget

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November, 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 2011, GOCO created a statewide grant program, pursuant to which eligible entities could apply for river-based land acquisition and/or developed recreation project grants (the "River Corridors Initiative"). Grantee listed above (the "Grantee") submitted a detailed project application (the "Project Application") which contemplates certain park and trail improvements. The Board approved the park and trail improvement components of Grantee's Project Application on June 19, 2012, as described in GOCO's project summary (the "Project Summary"), attached hereto as Exhibit A, both of which are incorporated herein by reference (the "Project"), subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. GOCO and Grantee each have on file a copy of the Project Application.

C. The Project Application contains components not included in the attached Project Summary and therefore not included in the Grant covered by this Agreement. Grant funds may be used solely for those components described in the Funding Uses section of the Project Summary.

D. The parties intend this agreement to be the detailed grant agreement required by GOCO (the "Agreement").

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. **Representations and Warranties of Grantee.**

a. Grantee is a City and County, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.

b. Grantee has provided GOCO with a resolution adopted by Grantee's governing body authorizing Grantee's acceptance of the Grant, subject to the terms and conditions of this Agreement, and designating an appropriate official to sign this Agreement on Grantee's behalf.

c. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding.

3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed Four Million Six Hundred Thousand Dollars (\$4,600,000) (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.

4. **Project Scope.** The Project consists of three components: the development/redevelopment of Vanderbilt/Johnson-Habitat Parks; the development/redevelopment of Grant Frontier/Overland Parks, and the development/redevelopment of portions of the South Platte Regional Trail (individually, a "Component"). The Board's Grant funds 100% of Grantee's request for the Vanderbilt/Johnson-Habitat (\$1,411,900) and Grant Frontier/Overland (\$1,920,909) parks components; therefore, Grantee shall complete those components as described in the Project Application. The Board's Grant partially funds the Regional Trail component (\$1,267,191); therefore, Grantee shall complete the portions of trail construction presented in the Project budget. Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project

Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. **Completion Date.** Grantee shall complete the Project and submit its Final Reports no later than June 19, 2015 (the "Completion Date") which is three calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced. Grantee acknowledges that it has received or otherwise has access to the Overdue Grants Policy.

7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.

8. **Disbursement of Funds.**

a. **Progress Payment:** Grantee may opt to receive a portion of the Grant funds after starting but prior to completing work on a Component (a "Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed GOCO's percentage of expected overall costs for that Component (as determined by the GOCO-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. A Progress Payment shall be considered a loan until the Component is complete and Final Payment (as defined below) has been made.

b. **Final Payment:** Once a Component is complete (or, at the Grantee's option, when the Project is complete), Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to that Component or the Project (the "Final Report"). A Component or the Project is "complete" when all facilities, trails or other improvements included in that Component or the Project have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for eligible costs. The Grant and all matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Project Operation and Maintenance.**

a. Grantee shall operate, manage, and maintain each Component of the Project in a reasonable state of repair for the purposes specified in the Project Application for a period of 25 years from the date of completion or the useful life of the Component, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community,

and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to

GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

- ii. The Board may withhold Final Payment pending evidence of placement of permanent signage.
- b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.
- g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

- a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.
- b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of

the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act (“CGIA”) as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO’s review of the Progress Report or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board’s judgment, make the Project impracticable;

- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;
- h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

- i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future Board grants, loans or projects.
- ii. After payment (partial or full) of Grant:
 - A. Deny Grantee eligibility for participation in future Board grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.
25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. **Time is of the Essence.** Time is of the essence in this Agreement.
28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.
31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the __ day of _____ 2012.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
CITY AND COUNTY OF DENVER

By: _____
Lise Aangeenbrug
Executive Director

By: _____
Name: _____
Title: _____

EXHIBIT A
Project Summary

River Corridors Initiative Project Summary

#12616

Rank: 2

Project Name:	South Platte River	Avg. Reviewer Score: 86.33
Applicant:	City and County of Denver	GOCO Staff Score: 91.00
County/Countries:	Denver	Avg. Overall Score: 88.67

Note that the Project Description below discusses all project elements proposed by the applicant. The "Funding Uses" section discusses those project elements staff recommends funding.

1. Project Description

The South Platte River cuts through the middle of Denver and the City has been working for years to protect and provide access to it. The beneficiary of an early GOCO Legacy grant, the City has realized its vision of the River as a recreation destination in the Confluence Park area downtown. The City's goal now is nothing less than to make the Platte "the premier outdoor recreation destination and environmental education resource for the city and the state."

Having completed extensive planning, the City is ready to make its vision a reality and proposes this project to take several existing parks in South Denver and remake them into wilderness-in-the-City amenities unlike anything else found in Denver, rebuild the heavily-used trail connecting them, and to add new park space in the River North neighborhood.

Project components include:

Grant Frontier and Overland Parks both sit on the Platte in south Denver. The City proposes to improve access to the South Platte along a 1.5-mile stretch between the parks, and add fishing improvements, boat put-ins/take-outs, nature trails, an environmental playground, and other park amenities.

About a half-mile farther north of Grant Frontier/Overland sit Vanderbilt and Johnson-Habitat Parks. The City will add trails, fishing docks, and other amenities to allow for recreational use of the existing Vanderbilt Lake, which is currently inaccessible for recreation. Just downstream and adjacent is Johnson-Habitat; the City intends to add urban camping, river access, a children's forest, environmental education facilities, and new park amenities to create an urban wilderness-type experience.

The City proposes to improve about three miles of the South Platte trail between and extending beyond the two hubs discussed above. Improvements consist of widening the concrete trail, adding an adjacent crusher fines trail, and installing a pedestrian bridge.

In north Denver (about 7.5 river-miles north of the southern projects discussed above), the City proposes to acquire seven parcels (five of which are contiguous to one another) totaling about one acre in the River North area for eventual conversion into a river-side park in a part of town that is converting from industrial to residential.

2. Staff Comments / Rationale for the Recommendation

Denver has big plans for the South Platte. And GOCO is happy to hear them. The parks as they currently exist simply don't fill the needs of the City or the neighborhoods they serve. There is little or no access to the river and the trails are outdated and don't meet the City's current standards. The City's plans for these parks are truly visionary and, if realized, will raise the bar for urban river parks – the urban camping, ADA river access, and environmental playground are particularly exciting components. The City is committing 1-to-1 match and has been successful in securing all but \$100,000 of it, so GOCO's investment will be well-leveraged. Even for a big city like Denver, this is a substantial commitment. Taking full advantage of its long-standing partnership with the Greenway Foundation and others, this project will reach youth via both the facilities to be built and programming to be offered. The GOCO Strategic Plan calls for close-to-home recreational opportunities; 16,500 people live in the neighborhoods adjacent to these parks. These park components are sufficiently compelling that staff recommends full funding be allocated to them.

The City requested \$8,000,000 in GOCO funding. With limited available funds, staff simply couldn't recommend full funding. The first components cut were the River North acquisitions, as recommended by the City in each of its less-than-100% budgets. GOCO has already invested in the River North area with both planning and acquisition grants. These particular acquisitions, though, are less timely and less urgent in two ways: they don't appear ready to move forward from a transaction standpoint and they likely won't be developed into parks for perhaps years to come. The total request for trail construction is very high, so we reduced it to about 1/3 of the request; the City is working on identifying the extent of trail it can build at that level.

Reviewer Comments:

- Vision is well-developed and persuasive; we can't have enough riparian trails and parks in cities.
- Urban camping is a wonderful and unique addition.
- Adjacency to densely populated, low-income neighborhoods is key. It's nice to see underserved populations getting access to the improved parks, the river, and a better trail system.
- Simply the most impactful project in this set of applications. Availability to youth/families is huge.

3. Funding Sources

The applicant/grantee will be responsible for providing funding to complete the project as described in the “Funding Uses” section below. If an award is made, GOCO staff will work with the applicant to meet project needs and balance the release of GOCO funds with GOCO’s cash flow needs.

Contributor	Proposed Budget with GOCO Award	Percentages of Project Value
GOCO Award – Local Gov’t	\$4,600,000	37%
Cash Match	\$7,820,723*	63%
<i>Total Value:</i>	\$12,420,723	100%

* Represents 100% of proposed match for park redevelopment components and \$3,050,303 in match for trail components.

4. Funding Uses

GOCO will require the applicant/grantee to sign a grant agreement agreeing to a budget and work plan for project elements that will use GOCO funds for the following purposes. The applicant/grantee shall provide GOCO with an updated/revised budget and work plan reflecting amounts for these project elements:

- Development of Vanderbilt/Johnson-Habitat Parks
- Development of New Regional Trails
- Development of Grant Frontier/Overland Parks

GOCO will reserve the right to review and approve the updated/revised budget and work plan so that it matches the GOCO grant amount (if any) and GOCO’s expectations for what the applicant will accomplish with this project.

5. Proposed Conditions

There are no special conditions.

EXHIBIT B
Budgets

GREAT OUTDOORS COLORADO 2012 RIVER CORRIDORS INITIATIVE
OVERALL BUDGET - 100%
 City and County of Denver - The South Platte River Corridor Initiative

Project Cost	GOCO	Match	Total Cost
Development Project #1 - Vanderbilt/Johnson-Habitat	1,411,900	1,388,035	2,799,935
Development Project #2 - New Regional Trails	1,267,191	3,050,304	4,317,495
Development Project #3 - Grant Frontier/Overland	1,920,909	3,688,071	5,608,980
Subtotal Project Costs	4,600,000	8,126,410	12,726,410
Land Donations			Value of Donation
	0		0
	0		0
	0		0
	0		0
	0		0
Subtotal Land Donations			0
TOTALS	4,600,000	8,126,410	12,726,410

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	25%/Total Costs	3,181,602	8,126,410	Yes
Minimum Cash Match	10%/Total Costs	1,272,641	6,969,463	Yes

PLEASE NOTE:

Throughout this entire budget, entries in **RED** will be calculated for you; please don't alter these cells or formulas.
 Please be sure to fill in all the **GREEN** data.
 Please contact GOCO if you have any questions, need to add additional sheets, identify errors in calculations, etc.

**Development Project #1 - Vanderbilt/Johnson-Habitat
Proposed Budget**

CASH	Source of Funds	Date Secured	GOCO Grant Request	Applicant Match (\$)	Partner Match (\$)	Amount of CTR Funds (\$)	Total Funding (\$)	
								Number of Units
	Great Outdoors Colorado	Pending	1,411,900				\$1,411,900	
	City and County of Denver RMNA NRDS Funds	3/14/2012		503,980			\$503,980	
	EPA	3/1/2012			188,605		\$188,605	
	DOW/ Fishing is Fun	Pending			100,000		\$100,000	
	DTU (Denver Trout Unlimited)	2/17/2012			25,000		\$25,000	
	Johnson Foundation	3/5/2012			12,500		\$12,500	
	UDFCD	2/27/2012			557,949		\$557,949	
IN-KIND	[List Source]						\$0	
	[List Source]						\$0	
	[List Source]						\$0	
TOTAL SOURCE OF FUNDS			\$1,411,900	\$503,980	\$884,054	\$0	\$2,799,935	
CASH	Use of Funds	Number of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Partner Funds	CTR Funds	Total Funding (\$)
CATEGORY 1 - Riverbank								
	Riverbank Modifications/ Improved Access (CY)	7,000	30	55,225	27,522	127,145		\$309,892
	Clear and Grub Vegetative Understory (SF)	110,000	0.15	900	5,500	10,092		\$16,492
	Enhance Fish Habitat/ In-stream structures (EA)	4	7,496			29,985		\$29,985
	Bank Stabilization (CY)	2,170	100	125,000		91,889		\$216,889
	Tree Removal/ Invasive Species (EA)	200	350	40,000		29,964		\$69,964
	Native/ Riparian Seed (SF)	120,000	0.15	17,991		-		\$17,991
	Habitat restoration/ Deciduous Tree Planting (EA)	128	500			63,967		\$63,967
	Cottonwood Trees - bare root whips (EA)	210	25			3,951		\$5,247
	Shrub/ Riparian Plants (EA)	7,000	6.25	13,000	29,750	978		\$43,728
	Wetland/ Submerged Aquatic Plants (EA)	7,000	6.25	21,000	11,200	11,528		\$43,728
	Establishment Irrigation (SF)	120,000	0.75	15,000	10,000	64,954		\$89,954
CATEGORY 2 - River Access/ Boat Launch @ Vanderbilt/Johnson-Habitat								
	Signature Recreational River Access/ Boat Launch (EA)	1	399,795	390,000	9,795	-		\$399,795
	Secondary Recreational River Access/ Boat Launch (EA)	1	49,974	49,974				\$49,974

CATEGORY 3 - Landscape Restoration/ Upland Children's Forest @ Vanderbilt/Johnson-Habitat	Site Work (CY)	8,000	5.00	39,980	-			\$39,980
	Import Topsoil (CY)	5,650	15	50,000	34,707			\$84,707
	Clear and Grub Vegetative Understory (SF)	300,000	0.15	44,977	-			\$44,977
	Tree Removal/ Invasive Species (EA)	50	350	17,491	-			\$17,491
	Native/ Riparian Seed (SF)	280,000	0.15	30,000	11,978			\$41,978
	Habitat Restoration/ Deciduous Tree Planting (EA)	150	500	67,000	7,962			\$74,962
	Shrub/ Riparian Plants (EA)	1,000	6.25	5,000	1,247			\$6,247
	Establishment Irrigation (SF)	280,000	0.75	160,000	49,892			\$209,892
CATEGORY 4 - Environmental Education/ Upland recreation @ Vanderbilt/Johnson-Habitat	Fire Ring and Overlook Plaza (EA)	1	49,974	49,974	-			\$49,974
	Outdoor Classroom (EA)	1	49,974	49,974	-			\$49,974
	Environmental Education (EA)	1	29,985	29,985	-			\$29,985
	Kids Camp Recreational Area (LS)	1	9,995	9,995	-			\$9,995
CATEGORY 5 - Access Trails, Trailheads @ Vanderbilt/Johnson-Habitat	Access Trails (SF)	10,000	4.50	44,977	-			\$44,977
	Rest Areas/ Trailheads (EA)	2	4,997	9,995	-			\$9,995
	Restrooms - SST (EA)	2.00	36,981	73,962	-			\$73,962
CATEGORY 6 - Vanderbilt Lake Recreational and Educational Improvements	Clear and Grub Vegetative Understory (SF)	15,000	0.15	2,249	-			\$2,249
	Interpretive Overlook/ Dock at Vanderbilt Lake (EA)	1	34,982	34,982	-			\$34,982
	Native/ Riparian Seed (SF)	15,000	0.15	2,249	-			\$2,249
	Environmental Education (EA)	1	34,982	34,982	-			\$34,982
Design, Engineering and On the Ground Construction Management		1	424,233	424,233	154,034			\$424,233
USE OF FUNDS - CASH SUBTOTAL				\$1,411,900	\$411,560	\$721,935	\$0	\$2,545,395

IN-KIND	Use of Funds	No. of Units / Hours	Cost Per Unit / Hour	GOCCO Funds	Applicant Funds	Partner Funds	CTF Funds	Total Funding (\$)
Professional Services								\$0.00
vendor/service provider								\$0.00
Materials								\$0.00
vendor/service provider								\$0.00
vendor/service provider								\$0.00
Equipment								\$0.00
vendor/service provider								\$0.00
vendor/service provider								\$0.00
	USE OF FUNDS - IN-KIND SUBTOTAL				\$0.00	\$0.00		\$0.00
	<i>10% Contingency</i>			\$0	\$92,421	\$162,119		\$0
	TOTAL PROJECT COST			\$1,411,900	\$503,980	\$884,054	\$0	\$2,799,935

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	25%/Total Costs	\$699,984	\$1,388,035	Yes
Minimum Cash Match	10%/Total Costs	\$279,993	\$1,133,495	Yes

CALCULATION OF GOCCO %

50.43%

GOCCO % of Total Costs

**Development Project #2 - New Regional Trails
Proposed Budget**

CASH	Source of Funds	Date Secured	Number of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Partner Funds	CTF Funds	Total Funding (\$)	
										GO/CO Grant Request
	Great Outdoors Colorado	Pending			1,267,191				1,267,191	
	City and County of Denver	3/16/2012				3,050,304			3,050,304	
IN-KIND	[List Source]									
	[List Source]									
	[List Source]									
TOTAL SOURCE OF FUNDS					1,267,191	3,050,304	-	-	4,317,495	
CASH	Use of Funds									
CATEGORY 7 - Concrete and Crusher Fines Trail										
	Sawcut and Remove Asphalt Paving (SY)		6,369	10		63,626			\$63,626	
	Earthwork (LS)		1	370,000		370,000			\$370,000	
	Asphalt Paving (SY)		3,900	70		272,883			\$272,883	
	Riprap Bank Stabilization (CY)		1,150	80		91,954			\$91,954	
	Drainage Structures (LS)		1	20,833		20,833			\$20,833	
	Guardrail (LF)		500	35		17,490			\$17,490	
	Concrete Retaining Wall (2'-6' height) (CY)		295	800		235,979			\$235,979	
	Red Concrete Rumble Strip (SF)		6,300	7.00		44,100			\$44,100	
	Concrete Sidewalk (5' wide) (LF)		1,400	25		34,972			\$34,972	
	Concrete Curb & Gutter (LF)		3,300	25		82,467			\$82,467	
	Concrete (12' wide) & Crusher Fines (4' wide) Trail		8,200	201	1,074,790	570,927			\$1,645,717	
	Concrete Trail (12' wide) (LF)		1,100	175	192,401				\$192,401	
	Soil Prep, Seed, and Mulch (SF)		147,250	0.35		51,538			\$51,538	
	Utility Relocations (LS)		1	111,458		111,458			\$111,458	
	Mile High Youth Corps - Crusher Fines Trail (4' wide) (LF)		728.00	15		10,913			\$10,913	
	Mile High Youth Corps - Crusher Fines Trail (4' wide) (LF)		160	160		25,587			\$25,587	
									\$653,076	
Design, Engineering and On the Ground Construction Management										
USE OF FUNDS - CASH SUBTOTAL					653,076	\$1,267,191	\$2,657,804	\$0	\$0	\$3,924,996

IN-KIND	Use of Funds	No. of Units / Hours	Cost Per Unit / Hour	GOCCO Funds	Applicant Funds	Partner Funds	CTF Funds	Total Funding (\$)
Professional Services								
vendor/service provider								\$0.00
vendor/service provider								\$0.00
Materials								
vendor/service provider								\$0.00
vendor/service provider								\$0.00
Equipment								
vendor/service provider								\$0.00
vendor/service provider								\$0.00
	USE OF FUNDS - IN-KIND SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<i>10% Contingency</i>			\$0	\$0	\$0	\$0	\$392,500
	TOTAL PROJECT COST			\$1,267,191	\$3,050,304	\$0	\$0	\$4,317,495

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	25%/Total Costs	\$1,079,374	\$3,050,304	Yes
Minimum Cash Match	10%/Total Costs	\$431,750	\$2,657,804	Yes

CALCULATION OF GOCCO %

GOCCO % of Total Costs **29.35%**

**Development Project #3 - Grant Frontier/Overland
Proposed Budget**

CASH	Source of Funds	Date Secured	Number of Units	Cost Per Unit	GOCO Grant Request	Applicant Match (\$)	Partner Match (\$)	Amount of CTR Funds (\$)	Total Funding (\$)
	Great Outdoors Colorado	Pending			1,920,909				1,920,909
	City and County of Denver RMNA NRDS Funds	3/14/2012				496,020			496,020
	CWCB WSRRA	9/13/2011					250,000		250,000
	Shattuck NRDS Funds	10/13/2011					1,700,000		1,700,000
	UDFCD	2/27/2012					1,242,051		1,242,051
IN-KIND	[List Source]								-
	[List Source]								-
	[List Source]								-
TOTAL SOURCE OF FUNDS					1,920,909	496,020	3,192,051		5,608,980
CASH	Use of Funds								
CATEGORY 9 - Fish Habitat									
	In-Stream Structural Modifications for River Access		2,000	290	132,000		448,000		580,000
	Modify Existing Drop Structure Near Evans (LS)		1	280,000	228,909		51,091		280,000
	Modify Existing Drop Structure @ Florida (LS)		1	1,200,000	850,000		350,000		1,200,000
CATEGORY 10 - Boat Put-									
	Jetties (Each)		8	47,888	-		383,101		383,101
CATEGORY 11 - Access Trails									
	Access Trails and Trailheads (Each)		4	19,990	79,959				79,959
CATEGORY 12 - Potential									
	Tree Removal/Invasive Species (Each)		550	350	-	17,209	175,192		192,401
	Clear and Grub Vegetative Understory (SF)		400,000	0.15	-	14,963	45,006		59,969
	Promote Growth of Native Vegetation and New Bank Stabilization (CY)		20,000	30	540,087		59,606		599,693
	Deciduous Tree Planting (Each)		3,000	100	-	22,467	277,379		299,846
	Shrub/Riparian Plantings (Each)		100	500	-	9,969	40,005		49,974
	Native/Riparian Seed (SF)		27,500	6.25	-	24,851	146,936		171,787
			400,000	0.15	-	11,963	48,006		59,969
CATEGORY 13 -									
	Environmental Playground (Each)		1	199,898	-	199,898			199,898
	Environmental Education (Each)		3	29,985	89,954				89,954
Design, Engineering and On the Ground Construction Management						126,120	726,401		852,521
USE OF FUNDS - CASH SUBTOTAL					1,920,909	427,441	2,750,723	-	5,099,072

IN-KIND	Use of Funds	No. of Units / Hours	Cost Per Unit / Hour	GOCO Funds	Applicant Funds	Partner Funds	CTF Funds	Total Funding (\$)
Professional Services								\$0.00
vendor/service provider								\$0.00
vendor/service provider								\$0.00
Materials								\$0.00
vendor/service provider								\$0.00
vendor/service provider								\$0.00
Equipment								\$0.00
vendor/service provider								\$0.00
vendor/service provider								\$0.00
	USE OF FUNDS - IN-KIND SUBTOTAL				\$0.00	\$0.00		\$0.00
	10% Contingency			\$0	\$68,579	\$441,328		\$509,907
	TOTAL PROJECT COST			\$1,920,909	\$496,020	\$3,192,051	\$0	\$5,608,980

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	25%/Total Costs	\$1,402,245	\$3,688,071	Yes
Minimum Cash Match	10%/Total Costs	\$560,898	\$3,178,163	Yes

CALCULATION OF GOCO %
34.25%