

## **FIRST AMENDMENT TO CITY INTERGOVERNMENTAL AGREEMENT**

THIS FIRST AMENDMENT TO CITY INTERGOVERNMENTAL AGREEMENT (the "Amendment") is made by and between the City and County of Denver (the "City"), a municipal corporation organized and operating as a home rule city under the laws of the State of Colorado (the "State") and Denver High Point at DIA Metropolitan District (the "District"), a quasi-municipal corporation and political subdivision of the State located entirely within the City. The City and the District are referred to collectively herein as the "Parties."

### **RECITALS**

- A. The City and the District entered into that certain City Intergovernmental Agreement dated as of September 2, 2008, and filed at City Clerk File No. 08-807 (the "Original IGA");
- B. Pursuant to Colorado Constitution Article XIV, Section 18(2)(a) and Section 29-1-201, C.R.S., and the City's home rule Charter, the City and the District may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each of them.
- C. Pursuant to Section 11.9 of the Original IGA, the Parties may amend the Original IGA, and the City shall obtain City Council approval of this Amendment.
- D. The City and the District each desire to amend the Original IGA as more fully set forth herein;

### **AGREEMENT**

NOW THEREFORE, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the District hereby agree as follows:

1. Defined Terms. If any term is capitalized in this Amendment (including in the Recitals), but not defined herein, it shall have the meaning given to such term as set forth in the Original IGA.
2. Definitions. Section 1.1(QQ) of the Original IGA is hereby amended and replaced by the following:
  - QQ. "Per Annum Determined Rate" means an interest rate that shall be finally determined by the City at the time of the issuance of any notes hereunder by the District to the City, based upon either the then-current twenty (20) year "AA" Municipal Market Data rate or the City's most recent quarterly portfolio investment rate, as determined by the City.
3. Additional Notes. Section 7.1(E) of the Original IGA is hereby amended by deleting the last sentence of subparagraph (E). In lieu thereof the following shall be inserted: "The City shall have the discretion, upon the recommendation of the Manager of Finance and the Manager of

Public Works, to allow the District to issue additional notes to the City for such costs. Any such additional notes shall be in substantially the form of Exhibit F-3 attached hereto and incorporated herein by reference and shall bear interest at the Per Annum Determined Rate.

4. Past Project Costs. After the City conducted a reconciliation of all costs and accounts which are represented in Exhibit E to the Original IGA, the City has determined there were inaccuracies in Exhibit E. Attached hereto and incorporated herein by reference is Exhibit E-Revised which corrects any inaccuracies and will be attached to the 2012 Short Report.

5. Short Report. The City is issuing a 2012 Short Report, Exhibit G, which has Exhibit E-Revised attached as an Exhibit, which is attached hereto and incorporated herein by reference, which reconciles and revises all costs that were initially addressed in Exhibit E. Exhibit G-1 is also attached to the 2012 Short Report, and is incorporated herein by reference. Exhibit G-1 includes additional projects not previously addressed including 1) reconciled costs for projects completed after 2007, 2) final costs for the Green Valley Ranch Boulevard (Pena Boulevard to Telluride Street) project, and 3) estimated costs for the First Creek Regional Trail Project. As shown in Exhibit E-Revised, the District has received a credit of \$329,497.02, which has been applied against Note F-1, which is now fully paid. (See the Tower-56<sup>th</sup> Avenue Table in Exhibit E-Revised.)

6. Regional Funds. Section 3.2 of the Original IGA is hereby amended to revise the payment priority by deleting in its entirety the FOURTH AND FIFTH categories of priority and to revise the SIXTH order of priority to state as follows: "SIXTH: To pay the District's share of any Regional Improvements when due, including GRMD Service Plan Project Costs, with such amounts to be paid in descending order from oldest to most recent with the oldest being paid first." There shall be a new SEVENTH order of priority to state as follows: "SEVENTH: To pay amounts due on any Notes outstanding to the City, with all amounts to be credited first to the payment of current interest, second to the payment of past due interest, and third to the payment of principal, all on the oldest Note if there is more than one note outstanding. Then, this order of application would be repeated for each additional note, starting with the oldest note first.

7. 2012 Note. The Parties acknowledge that after the date of the Original IGA additional projects were completed and reconciled and it was determined that the District owes an additional \$199,103.94 to the City for costs of the Projects completed since 2007, as set forth in Exhibit G-1. The parties agree that upon execution of this Amendment, the District will issue and deliver to City a note, in substantially the form set forth as Exhibit F-3, which note shall be payable solely from the Regional Funds (unless the District decides in its sole and absolute discretion to pay such costs from other District moneys), bearing interest at the Per Annum Determined Rate, to be dated as of October 1, 2012 and maturing on October 1, 2014 (the "2012 Note"). The 2012 Note may be paid in full at any time without penalty.

8. Applicable Law and Venue. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter and Revised Municipal Code of the City and County of Denver, as amended from time to time.

9. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, in whole or in part, under present or future laws, such provision shall be fully severable, and this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Amendment; provided, however, that the Parties will, if practicable, attempt to substitute alternative language for any severed provision to effect the intent of the Parties, but failure of such attempt shall not invalidate this Amendment. The remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by the severance of such provision from this Agreement.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. The District consents to the use of electronic signatures by the City. The Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Amendment solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[The remainder of the page is intentionally left blank.]

**EXHIBIT F-3**

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT  
CITY AND COUNTY OF DENVER, COLORADO  
REGIONAL FUNDS NOTE  
SERIES \_\_\_\_\_

No. \_\_\_\_\_/R-1

\$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated</u>
_____%		

OWNER: CITY AND COUNTY OF DENVER, COLORADO

PRINCIPAL BALANCE: \_\_\_\_\_ DOLLARS

Denver High Point at DIA Metropolitan District (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado, for value received, hereby promises to pay, out of the Regional Funds (as such term is defined in that certain City Intergovernmental Agreement between the District and the City and County of Denver, Colorado ("City") dated September 2, 2008, as may be amended from time to time (the "City IGA"), to the Owner (specified above) on the Maturity Date (specified above), the Principal Balance which is equal to the specified above and recorded on the Schedule of Advances and Prepayments on this Note annexed hereto, and remains unpaid from time to time. In like manner the District promises to pay interest on such Principal Balance (computed on the basis of a 360-day year of twelve 30-day months) at the per annum Interest Rate (specified above). Interest on the Principal Balance on this Note is payable annually on December 31 each year (the "Interest Payment Date"), commencing on December 31, 20\_\_, until the Principal Balance is paid. Any interest that is not paid on an Interest Payment Date shall be added to the Principal Balance, treated as an Advance hereunder and noted on the Schedule of Advances and Prepayments attached hereto. The final payment of the Principal Balance of this Note and interest thereon are payable in lawful money of the United States of America without deduction for exchange or collection charges.

Except as heretofore and hereinafter provided, prepayments of the Principal Balance of this Note and payment of each installment of interest on the Principal Balance hereof is to be made to the Owner hereof and is to be paid by check, draft, warrant or electronic funds transfer of the District mailed or delivered to the Owner at the following address: \_\_\_\_\_. If the date for making any payment is not a business day, such payment is to be made on the next succeeding day which is a business day.

This Note is issued pursuant to the City IGA, as it may be amended from time to time, and a resolution duly adopted by the Board of Directors of the District at a regular meeting held on \_\_\_\_\_, 20\_\_ (the "20\_\_ Note Resolution"), for the purpose of reimbursing the City

for the costs of acquisition, construction, installation, completion, and improvement of certain regional improvements, including public street improvements, safety protection improvements, parks and recreational facilities, drainage, water and sanitation facilities, by virtue of and in full conformity with the Constitution of the State of Colorado, Colorado Revised Statutes, Sections 32-1-101 to -1605, as amended, and all other laws of the State of Colorado thereunto enabling, which costs are described in the City IGA as \_\_\_\_\_. The District hereby certifies that (1) all acts, conditions, and things required by law to be done precedent to and in the issuance of this Note in order to make it a legal, valid and binding obligation of the District have been properly done, have happened, and have been performed in full and strict compliance with the constitution and laws of the State of Colorado; (2) this Note has been duly authorized at an election as required by Section 6 of Article XI, and Section 20 of Article X, of the Constitution of the State of Colorado; (3) this Note is a limited obligation of the District payable from the sources described herein and in the 20\_\_ Note Resolution; and (4) the principal amount of this Note together with the outstanding principal amount of other indebtedness of the District is within the limitations imposed on the District for the issuance of such indebtedness.

THIS NOTE IS A LIMITED OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM THE "REGIONAL FUNDS" AS DEFINED IN THE 20\_\_ NOTE RESOLUTION AND THE CITY IGA. A COMPLETE DESCRIPTION OF THE NATURE AND EXTENT OF THE SECURITY AND PLEDGE AFFORDED TO THIS NOTE IS CONTAINED IN THE CITY IGA AND THE 20\_\_ NOTE RESOLUTION.

The District may, in its sole and absolute discretion, determine to utilize other legally available funds of the District to pay this obligation. The District may prepay and otherwise redeem this Note prior to the Maturity Date hereof, in whole or in part, at any time or from time to time, without redemption premium or other penalty, but with interest accrued to the date of such prepayment and redemption on the principal amount prepaid. Subject to the terms of the City IGA, the Regional Funds are irrevocably pledged to the payment of principal and interest due on this Note. The Owner hereof shall make notation of all prepayments of principal of this Note prior to the Maturity Date hereof on the Schedule of Advances and Prepayments attached hereto.

The District covenants and agrees with the Owner of this Note from time to time that it will keep and will perform all of the covenants contained in this Note and the \_\_\_\_\_ Note Resolution authorizing the issuance hereof. REFERENCE IS HEREBY MADE TO THE 20\_\_ NOTE RESOLUTION AND THE CITY IGA AUTHORIZING THE ISSUANCE OF THIS NOTE, AND TO ANY AND ALL MODIFICATIONS AND AMENDMENTS ACCEPTABLE TO THE OWNER AT THE TIME OF THE MODIFICATION, FOR A DESCRIPTION OF THE TERMS, COVENANTS AND CONDITIONS UPON WHICH THIS NOTE IS ISSUED AND SECURED, INCLUDING, WITHOUT LIMITATION, THE NATURE AND EXTENT OF THE SECURITY AND PLEDGE AFFORDED THEREBY FOR THE PAYMENT OF THIS NOTE AND THE INTEREST HEREON; THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE DISTRICT AND IMMUNITIES OF ITS OFFICERS AND THE MEMBERS OF ITS BOARD OF DIRECTORS; AND THE RIGHTS AND REMEDIES OF THE OWNER OF THIS NOTE CONSISTENT WITH THE CITY IGA AND THE 20\_\_ NOTE RESOLUTION.

This Note shall be not be transferable. The Owner shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest on this Note shall be made only to the Owner hereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of such sum or sums so paid. The District may deem and treat the Owner of this Note as the absolute owner of this Note whether this Note shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and the District shall not be affected by any notice to the contrary.

The District waives presentment and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right. The District shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the Owner hereof in enforcing this Note on default.

This Note shall be governed as to its validity, interpretation, construction, enforcement, effect and all other respects by the laws and interpretations thereof in the State of Colorado. Notwithstanding any provision herein or in any instrument now or hereafter securing the obligations of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, and its respective permitted successors and assigns, in accordance with the terms hereof.

This Note may not be terminated orally, but only by payment in full or by discharge in writing and signed by the Owner of this Note at the time enforcement of any discharge is sought.

IN WITNESS WHEREOF, the District has caused its corporate name to be signed hereto by its President, and its corporate seal to be hereto affixed and attested to by its Secretary to be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, notwithstanding the actual date of signature.

DENVER HIGH POINT AT DIA  
METROPOLITAN DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, President

(S E A L)

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary





February 20, 2014

Denver High Point at DIA Metropolitan District  
Attention: Lisa Jacoby  
141 Union Boulevard, Suite 15  
Lakewood, Colorado 80228

Re: 2012 Final Short Report – Various topics related to regional infrastructure cost reconciliation and recent projects

This 2012 Final Short Report is intended to memorialize the results of reconciliation activities which concluded in 2012, document how the City and District will proceed with respect to a proposed new note and various other minor project activities.

### **Reconciliation of Completed Work**

Cost reconciliation activities for projects shown on the attached Exhibit G - 2012 Short Report under the heading of "Completed/Under Construction-Regional" resulted in a credit to the District in the amount of \$27,902.86. The cost reconciliation for the Tower Rd. project, including both the impact fee and service plan elements, resulted in a credit to the district in the amount of \$195,010.14. Finally, the cost reconciliation for the 56<sup>th</sup> Ave. project resulted in a credit to the district in the amount of \$106,584.03. The credits for both Tower Rd. and 56<sup>th</sup> Ave. are primarily due to changes in the quantity of the impact fee improvements completed versus anticipated in the Final Short Report prepared in 2007. Please note that this work will be included in a future short report when the timing is appropriate. In all, the total credit balance to the District is \$329,497.02. The application of this credit balance is discussed below.

### **Repayment of Outstanding Note**

The City and the District verbally agreed to defer payment of the High Point Regional Funds Note Series 2008/R-1 Note, which matured on January 31, 2011, pending completion of the reconciliation discussed above. As outlined above, the reconciliation effort yielded a credit balance of \$329,497.02 which the City applied to the outstanding balance of the Note on January 1, 2011. The District paid the remaining balance of \$496,690.92 on the Note, including all interest accrued thereon, on February 29, 2012, and the Note is paid in full.

### **Exhibit G-1**

As a part of the reconciliation effort, several projects are being added to the inventory of completed projects, are being reconciled as a part of the Green Valley Ranch Blvd. widening project, or are proposed for construction in 2013. A new Exhibit G-1, is included as a part of this 2012 Final Short Report to memorialize our agreement with respect to payment terms for these projects. The following describes the projects and the previously agreed-to payment terms:



### **Projects Completed Since 2007**

The work under this heading includes several projects that were completed since the 2007 Short Report. The City and District previously agreed to the issuance a new note. The City offers the following terms for the new note: Principal amount of \$199,103.94, term 24 months, maturity date October 1, 2014, and interest rate of 1.54%

### **2011 Projects**

The project costs under this heading are for the Green Valley Ranch Blvd. - Pena to Telluride St. project. The project includes both impact fee and service plan costs, and the District is responsible for an amount of \$162,112.91, which is the final reconciled amount. The City has closed-out the project. As previously agreed, the District will provide payment within 30 days of receipt of the City's invoice and reconciliation paperwork.

### **2012 Project**

The project costs in this category are for a proposed project to be undertaken by the Urban Drainage & Flood Control District with funding contributions by RTD, the City, Gateway Regional Metropolitan District, and other abutting property owners benefited by the project. The only projected cost to the District is in relation to the regional 1<sup>st</sup> Creek Trail improvements. The project is anticipated to begin in Fall 2013. The District is responsible for an amount of \$25,741.18. The City requests the District provide payment of these costs by May 1, 2014.

If you have any questions, please contact Peter Baertlein at 720-865-3113. Thank you for your ongoing efforts to build Denver's Gateway Area.

Sincerely,

**Jose M. Cornejo, P.E.**  
Executive Director of Public Works

Attachments: Exhibits G, E - Revised, and Exhibit G-1 (2 pages dated 4/3/2013 and 1 page dated 12/19/2013)

EXHIBIT G  
2012 Short Report  
FINAL SHORT REPORT PROJECT TABULATION

4/23/13

Project Name	Year	Factor	Adjusted Total	GRMD %	GRMD Amount	17% High Point	Pre-Revision		Revised/Actual amounts		Notes
							GRMD %	GRMD Amount	17% High Point	Credit or (Balance due)	
<b>New Completed Projects</b>											
South Fire Station	2003	1.10	\$ 3,175,925.50	53.02%	\$ 2,002,031.21	\$ 340,340.21	\$ 2,002,031.21	\$ 340,340.21	\$ 0.00		
40th Avenue	2006	1.00	\$ 484,826.50	25.48%	\$ 123,535.96	\$ 21,001.11	\$ 123,535.96	\$ 21,001.11	\$ 0.00		
48th Avenue	2005	1.41	\$ 875,161.48	16.24%	\$ 304,527.20	\$ 51,769.02	\$ 171,376.41	\$ 29,123.79	\$ 22,544.83		
Himalaya	2006	1.41	\$ 1,417,002.83	16.24%	\$ 234,953.23	\$ 39,046.85	\$ 234,953.23	\$ 39,046.85	\$ 0.00		
Parkfield Lake	2001	1.04	\$ 149,236.40	10.55%	\$ 15,781.19	\$ 2,693.82	\$ 15,781.19	\$ 2,693.82	\$ 0.00		
Chambers II	2000	1.00	\$ 71,268.00	10.55%	\$ 7,590.04	\$ 1,290.31	\$ 7,590.04	\$ 1,290.31	\$ 0.00		
16th Avenue Box Culvert	2006	1.00	\$ 400,523.00	10.55%	\$ 42,655.70	\$ 7,251.47	\$ 42,655.70	\$ 7,251.47	\$ 0.00		
Signals-Subarea 1	2002	1.00	\$ 473,216.00	10.55%	\$ 50,397.50	\$ 8,667.58	\$ 50,397.50	\$ 8,667.58	\$ 0.00		
Signals-Subarea 2	2002	1.02	\$ 933,504.32	25.45%	\$ 220,041.21	\$ 37,407.01	\$ 181,210.33	\$ 30,806.75	\$ 6,091.25		
Signals-Subarea 3	2002	1.02	\$ 1,015,593.12	15.24%	\$ 164,695.53	\$ 28,064.92	\$ 132,969.04	\$ 6,609.84	\$ 12,664.62		
Regional Trails	2002	1.02	\$ 304,794.36	85.94%	\$ 261,940.27	\$ 44,529.85	\$ 261,940.13	\$ 44,529.82	\$ 0.02		
Silverado II	2006	1.07	\$ 373,411.61	10.66%	\$ 30,845.71	\$ 5,243.77	\$ 30,845.71	\$ 5,243.77	\$ 0.00		
Winchester (Vernon) Bike Lanes	2002	1.02	\$ 250,134.19	16.24%	\$ 81,245.99	\$ 13,811.41	\$ 81,245.99	\$ 13,811.41	\$ 0.00		
Winchester (Vernon) Bike Lanes - CREDIT	2002	1.02	\$ 500,268.38	16.24%	\$ 153,731.91	\$ 26,322.82	\$ 153,731.91	\$ 26,322.82	\$ 0.00		
Winchester (Vernon) Bike Lanes - CREDIT	2002	1.02	\$ 250,134.19	100.00%	\$ (250,134.19)	\$ (42,522.81)	\$ (185,705.74)	\$ (15,132.00)	\$ 16,061.03		
Biscay (Algonquin) Bike Lanes - CREDIT	2002	1.02	\$ 500,268.38	30.10%	\$ (150,596.79)	\$ (25,569.53)	\$ (51,143.93)	\$ (8,697.93)	\$ 10,962.34		
Highline Pond - CREDIT	2006	1.27	\$ 362,038.00	10.85%	\$ (89,363.03)	\$ (11,921.71)	\$ (39,167.41)	\$ (6,354.71)	\$ 10,900.99		
<b>Completed and accepted</b>			\$ 9,468,378.00		\$ 3,296,432.68	\$ 550,475.56	\$ 3,240,957.33	\$ 550,813.66	\$ 9,664.00		
Silverado II	2006	1.27	\$ 153,866.65	10.65%	\$ 16,288.82	\$ 2,785.76	\$ 16,288.82	\$ 2,785.76	\$ 0.00		
Piccadilly-Subarea 2	2006	1.72	\$ 1,900,918.00	16.24%	\$ 308,709.12	\$ 52,491.55	\$ 289,904.89	\$ 25,575.87	\$ 0.00		
Regional Trails	2006	1.77	\$ 470,597.06	33.38%	\$ 157,055.28	\$ 26,695.38	\$ 200,220.04	\$ 34,037.41	\$ 17,338.01		
Town Center Park	2006	1.27	\$ 1,846,226.82	33.38%	\$ 616,263.77	\$ 104,764.84	\$ 516,263.77	\$ 104,764.84	\$ 0.00		
<b>Under Construction</b>			\$ 3,050,524.00		\$ 1,068,414.96	\$ 186,730.54	\$ 991,132.85	\$ 168,492.58	\$ 18,237.96		
<b>Completed/Under Construction-Regional</b>			\$ 12,518,902.00		\$ 4,364,847.64	\$ 747,206.10	\$ 4,231,713.18	\$ 749,306.24	\$ 27,902.86	Net Credit	
<b>Proposed Regional Projects-Tower Road</b>											
Tower Road-52nd to 56th Subarea 1(West)	2006	1.72	\$ 1,447,565.76	25.48%	\$ 368,839.76	\$ 63,702.76	\$ 32,254.63	\$ 5,683.32	\$ 195,610.14	\$ 203,958.33 paid/ \$9,978.19 final cost	
Tower Road-52nd to 56th Subarea 2 (East)	2006	1.72	\$ 1,446,586.40	16.24%	\$ 198,265.93	\$ 31,634.56	\$ 20,538.04	\$ 3,194.87	\$ 0.00		
Signals-Subarea 1	2006	1.72	\$ 595,259.58	25.48%	\$ 174,611.71	\$ 29,693.59	\$ -	\$ -	\$ 0.00		
Regional Trails	2006	1.27	\$ 1,068,860.27	33.38%	\$ 470,274.25	\$ 79,346.62	\$ -	\$ -	\$ 0.00		
<b>Tower Road Regional (Impact fee portion)</b>			\$ 3,015,993.00		\$ 1,199,991.35	\$ 203,998.33	\$ 52,812.89	\$ 8,978.19	\$ 195,610.14	\$ 203,958.33 paid/ \$9,978.19 final cost	
<b>Proposed Service Plan Projects-Tower Road</b>											
Tower Road-52nd to 56th Subarea 1 (West)	2006	1.00	\$ 1,242,071.00		\$ 1,242,071.00	\$ 211,152.87	\$ 1,279,479.96	\$ 217,341.59	\$ 0.00		
Tower Road-52nd to 56th Subarea 2 (East)	2006	1.00	\$ 1,011,694.00		\$ 1,011,694.00	\$ 187,286.28	\$ 1,275,479.96	\$ 217,341.59	\$ 0.00		
<b>GRMD Service Plan Project Total-Tower Road</b>			\$ 2,343,765.00		\$ 2,343,765.00	\$ 398,439.35	\$ 2,556,659.92	\$ 434,683.19	\$ 0.00		
<b>Total-Tower Road</b>			\$ 5,359,758.00		\$ 3,543,696.35	\$ 602,426.68	\$ 2,509,772.81	\$ 443,961.38	\$ 195,610.14	Net Credit	
<b>Proposed Regional Projects-56th Avenue</b>											
56th Avenue-Tower to Dunkirk Subarea 2(South)	2006	1.72	\$ 968,136.64	16.24%	\$ 141,147.79	\$ 23,995.72	\$ 82,953.11	\$ 16,102.03	\$ 0.00		
56th Avenue-Tower to Dunkirk Subarea 3(North)	2006	1.72	\$ 669,136.64	85.94%	\$ 745,936.03	\$ 135,979.12	\$ 219,559.09	\$ 37,332.80	\$ 0.00		
56th Avenue-Dunkirk to Pickering Subarea 2 (S)	2006	1.72	\$ 2,287,438.32	16.24%	\$ 371,478.98	\$ 63,151.60	\$ -	\$ -	\$ 0.00		
<b>56th Avenue Regional (Impact fee portion)</b>			\$ 2,340,650.00		\$ 1,256,563.00	\$ 214,120.85	\$ 302,441.20	\$ 51,415.06	\$ 119,954.51	\$ 151,496.51 paid/ \$51,415.09 final cost	
<b>Service Plan Projects</b>											
56th Avenue-Tower to Dunkirk Subarea 2(South)	2006	1.00	\$ 500,000.00	63.00%	\$ 415,000.00	\$ 65,000.00	\$ 584,610.44	\$ 95,333.77	\$ 0.00		
56th Avenue-Tower to Dunkirk Subarea 3(North)	2006	1.00	\$ 500,000.00	63.00%	\$ 415,000.00	\$ 65,000.00	\$ 594,610.44	\$ 95,333.77	\$ 0.00		
<b>GRMD Service Plan Project Total-56th Avenue</b>			\$ 1,000,000.00		\$ 830,000.00	\$ 130,000.00	\$ 1,169,220.88	\$ 190,767.55	\$ 0.00		
<b>Total-56th Avenue</b>			\$ 3,340,650.00		\$ 2,086,563.00	\$ 384,120.85	\$ 2,678,941.76	\$ 401,500.13	\$ 119,954.51	\$ 151,496.51 paid/ \$51,415.09 final cost	
<b>Other Completed Projects</b>			\$ 5,387,182.50		\$ 1,837,470.43	\$ 303,479.43	\$ 1,533,991.00	\$ 270,479.43	\$ 0.00		
Tower-55th (Original)			\$ 5,387,182.50		\$ 1,837,470.43	\$ 303,479.43	\$ 1,533,991.00	\$ 270,479.43	\$ 0.00		
<b>All Amounts</b>			\$ 24,317,241.05		\$ 8,237,241.05	\$ 1,416,628.60	\$ 7,820,612.60	\$ 1,416,628.60	\$ 0.00		

For more accounting See Exhibit E Revised Tower-55th Ave.

EXHIBIT E - Revised  
2012 Final Short Report  
PAST PROJECT COSTS

4/3/2013

Project Name	Project Total	Const. Year	Factor	Adjusted Total	GRMD %	Pre-exclusion GRMD Amount	17% High Point	Reconciled Actual Amounts	
								GRMD Amount	High Point
South Fire Station	\$ 3,432,669.00	2003	1.10	\$ 3,775,935.90	53.02%	\$ 2,002,001.21	\$ 340,340.21	\$ 2,002,001.21	\$ 340,340.21
40th Avenue	\$ 484,835.00	2000	1.00	\$ 484,835.00	25.48%	\$ 123,535.96	\$ 21,001.11	\$ 123,535.96	\$ 21,001.11
48th Avenue	\$ 1,329,906.00	2005	1.41	\$ 1,875,187.46	16.24%	\$ 304,527.20	\$ 51,769.82	\$ 171,316.41	\$ 29,123.79
Himalaya	\$ 1,026,243.00	2005	1.41	\$ 1,447,002.63	16.24%	\$ 234,993.23	\$ 39,948.85	\$ 234,993.23	\$ 39,948.85
Parkfield Lake	\$ 142,535.00	2001	1.04	\$ 148,236.40	10.65%	\$ 15,787.18	\$ 2,683.82	\$ 15,787.18	\$ 2,683.82
Chambers II	\$ 71,268.00	2000	1.00	\$ 71,268.00	10.65%	\$ 7,590.04	\$ 1,290.31	\$ 7,590.04	\$ 1,290.31
56th Avenue Box Culvert	\$ 400,523.00	2000	1.00	\$ 400,523.00	10.65%	\$ 42,655.70	\$ 7,251.47	\$ 42,655.70	\$ 7,251.47
Signals-Subarea 1	\$ 473,216.00	2000	1.00	\$ 473,216.00	10.65%	\$ 50,397.50	\$ 8,567.58	\$ 50,397.50	\$ 8,567.58
Signals-Subarea 2	\$ 846,651.00	2002	1.02	\$ 853,594.02	23.48%	\$ 220,041.21	\$ 37,407.01	\$ 181,210.33	\$ 30,805.76
Signals-Subarea 3	\$ 99,606.00	2002	1.02	\$ 101,598.12	16.24%	\$ 16,499.53	\$ 2,804.92	\$ 32,999.04	\$ 5,609.84
Regional Trails	\$ 298,818.00	2002	1.02	\$ 304,794.36	85.94%	\$ 261,940.27	\$ 44,529.85	\$ 261,940.13	\$ 44,529.82
Silverado I	\$ 349,993.00	2002	1.07	\$ 373,411.81	33.38%	\$ 124,644.86	\$ 21,189.63	\$ 100,115.32	\$ 17,019.60
Winchester (Yampa) Bike Lanes	\$ 228,056.00	2006	1.27	\$ 289,631.12	10.65%	\$ 30,845.71	\$ 5,243.77	\$ 30,845.71	\$ 5,243.77
Biscay (Argonne) Bike Lanes	\$ 245,229.60	2002	1.02	\$ 250,134.19	85.94%	\$ 210,750.32	\$ 35,827.55	\$ 158,236.00	\$ 26,900.12
Winchester (Yampa) Bike Lanes - CREDIT	\$ 490,459.20	2002	1.02	\$ 500,268.38	16.24%	\$ 81,243.59	\$ 13,811.41	\$ 93,132.00	\$ 15,832.44
Biscay (Argonne) Bike Lanes - CREDIT	\$ (245,229.60)	2002	1.02	\$ (250,134.19)	100.00%	\$ (250,134.19)	\$ (42,522.61)	\$ (185,705.74)	\$ (31,569.98)
Highline Pond	\$ (490,459.20)	2002	1.02	\$ (500,268.38)	30.10%	\$ (150,580.78)	\$ (25,598.73)	\$ (51,163.83)	\$ (8,897.85)
Highline Pond - CREDIT	\$ 285,070.00	2006	1.27	\$ 362,036.90	10.65%	\$ 38,557.14	\$ 6,564.71	\$ 38,557.14	\$ 6,564.71
Silverado II	\$ 121,155.00	2006	1.27	\$ 153,866.85	10.65%	\$ (68,363.00)	\$ (11,621.71)	\$ (68,363.00)	\$ (11,621.71)
Picadilly-Subarea 2	\$ 1,105,185.00	2006	1.72	\$ 1,900,918.20	16.24%	\$ 308,709.12	\$ 52,480.55	\$ 16,386.82	\$ 2,785.76
Regional Trails	\$ 370,478.00	2006	1.27	\$ 470,507.06	33.38%	\$ 137,055.26	\$ 26,699.39	\$ 158,262.22	\$ 26,904.59
Town Center Park	\$ 1,463,706.00	2006	1.27	\$ 1,846,206.62	33.38%	\$ 616,263.77	\$ 104,764.84	\$ 616,263.77	\$ 104,764.84
<b>Total - As of 1/14/08</b>						\$ 4,395,347.64	\$ 747,209.10	\$ 4,231,213.18	\$ 719,306.24
<b>TOTAL - As of 9/2/08 using 4.47% interest</b>							\$ 768,733.70		

TOWER - 56TH AVE. DISTRICT LANE COSTS

Project Name	Project Total	17% High Point
Tower-56th (Original)	\$ 5,387,192.50	
Remaining Amount (As of 1/14/2008)		\$ 703,479.43
<b>TOTAL - As of 9/2/08 using 4.47% interest</b>		\$ 723,744.33
Principle Balance 12-1-10		\$ 788,622.16
Interest on Balance 12-1-10 to 1-1-11		\$ 2,974.87
Credit from Exhibit G applied 1-1-11		\$ (329,497.02)
Interest on Balance 1-1-11 to 2-29-12		\$ 24,590.91
Payments to City 2-29-12 (2 wire transfers totalling \$496,890.92)		\$ (496,600.92)
Balance on 2-29-12		\$

EXHIBIT G - 1  
SHORT REPORT PROJECT TABULATION

Project Name	Project Total	Const. Year	Factor	Adjusted Total	GRMD %	Pre-exclusion GRMD Amount	17% High Point
<b>Projects completed since 2007</b>							
Tower - (43rd to 52nd) Portions of median and adjacent lanes	\$ 99,967.00	2007	1.72	\$ 171,926.04	16.24%	\$ 27,920.79	\$ 4,746.53
48th Ave. - (Tower to 700' west)	\$ 189,525.00	2007	1.72	\$ 325,983.00	25.48%	\$ 83,060.47	\$ 14,120.28
Traffic Signal - 48th Ave. at Telluride	\$ 190,412.00	2007	1.72	\$ 327,508.64	25.48%	\$ 83,449.20	\$ 14,186.36
Parkfield Park	\$ 199,211.88	2009	1.99	\$ 396,431.64	25.48%	\$ 101,010.78	\$ 17,171.83
	\$ 1,821,946.00	2010	1.44	\$ 2,623,602.24	33.38%	\$ 875,758.43	\$ 148,878.93
						\$ 1,171,199.67	\$ 199,103.94
<b>2011 Projects</b>							
48th Ave. Pena to Telluride	\$ 1,031,598.92	2011	1.64	\$ 1,691,822.23	25.48%	\$ 431,076.30	\$ 73,282.97
48th and Pena Signals	\$ 398,423.76	2011	1.64	\$ 653,414.97	25.48%	\$ 166,490.13	\$ 28,303.32
48th Ave. - Service Plan Portion - GRMD	\$ 435,907.51	2012				N/A	N/A
48th Ave. Service Plan Portion - HP	\$ 60,526.62	2102				N/A	\$ 60,526.62
						\$ 597,566.44	\$ 162,112.91
<b>2012 Project - 1st Creek</b>							
1st Creek Trail - Tower to Pena (Estimate Only)	\$ 296,484.30	2012	1.53	\$ 453,620.98	33.36%	\$ 151,418.68	\$ 25,741.18
Service Plan Portion - GRMD Only	\$ 1,000,000.00	201				N/A	N/A
						\$ 151,418.68	\$ 25,741.18