



## COLORADO

### Colorado Water Conservation Board

Department of Natural Resources  
1313 Sherman Street, Room 718  
Denver, CO 80203

June 14, 2021

Mr. James Yahn, Manager/Superintendent  
North Sterling Irrigation District  
PO Box 103  
Sterling, CO 80751-0103  
[jim@northsterling.org](mailto:jim@northsterling.org)

Re: Outlet Canal Automation Project Phase II  
Loan Contract Number CT2021-3658

#### NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Mr. Yahn:

This letter is to advise you that the Project referenced above will be substantially completed on July 1, 2021. In accordance with the Loan Contract, the Company owes \$917.50 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). Please make this "interest only payment" check payable to the Colorado Water Conservation Board and include the Loan Contract Number on the check.

The total expended amount under this contract is \$395,920.00 (\$392,000.00 plus \$3,920.00 for the 1% service fee).

The first annual loan payment will be due on July 1, 2022, in the amount of \$21,719.77 as presented in the attached Promissory Note and Loan Repayment Schedule.

Please note, in accordance with the Borrower's Loan Contract, audited annual financials must be submitted to the CWCB and a Reserve Account must be maintained during the entire repayment period.

It has been a pleasure working with you on the successful completion of this project. Please don't hesitate to call if you have any questions regarding this matter.

Sincerely,

Kirk Russell, P.E. Chief  
CWCB Finance Section

Loan Contract Amount = \$395,920  
Expended Amount = \$395,920

cc: Robert Sakata, CWCB Board Member, South Platte River Basin



Colorado Water Conservation Board  
Project Expenditure Schedule

**Outlet Canal Automation Project Phase II**

North Sterling Irrigation District  
P. O. Box 103  
Sterling, CO 80751-0103  
c/o James T. Yahn

Ph. (970) 522-2025  
Fax (970) 522-2025  
jim@northsterling.org

	Original	Amended	Final
Loan Contract No.:	<b>CT2021-3658</b>		
Authorization:	\$395,920.00		
Contract Amount	\$392,000.00		\$ 392,000.00
Loan Service Fee %	1.00%		
Loan Service Fee	\$3,920.00		\$ 3,920.00
Total Loan Amount	\$395,920.00		\$ 395,920.00
Interest:	0.90%		0.90%
Term (Years):	20		20
Conditions:	Up to 100%		Up to 100%
IDC Calculation Date:	7/1/2021		

Substantial Completion Date

7/1/2021

Contract Expires:

3/5/2026

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 395,920.00		
1	3/22/2021	Materials and Labor	\$ 332,679.20	\$ 332,679.20	\$ 63,240.80	\$ 828.51	\$ 828.51
2	4/27/2021	Materials and Labor	\$ 53,293.34	\$ 385,972.54	\$ 9,947.46	\$ 85.42	\$ 913.93
3	6/7/2021	Materials and Labor	\$ 6,027.46	\$ 392,000.00	\$ 3,920.00	\$ 3.57	\$ 917.50
Final	7/1/2021	Loan Service Fee @ 1%	\$ 3,920.00	\$ 395,920.00	(\$ 0.00)	-	\$ 917.50

**APPENDIX 3, PROMISSORY NOTE**

Date: February 24, 2021  
 Borrower: North Sterling Irrigation District  
 Total Loan Amount: \$395,920.00  
 Interest Rate: 0.90% per annum  
 Term of Repayment: Twenty (20) years  
 Loan Contract Number: CT2021-3658  
 Annual Loan Payment: \$21,719.77  
 Payment Initiation Date\*: July 1, 2021  
 (To be filled in at Substantial Completion of Project)  
 Maturity Date\*: July 1, 2041  
 (To be filled in at Substantial Completion of Project)

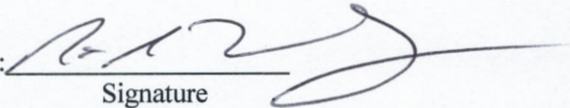
\* Payment Initiation Date and Maturity Date fields are filled in *after* the Project has been substantially completed.

1. For Value Received, the Borrower promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the Contract and this Promissory Note.
2. Principal and interest shall be payable in annual equal payments as set forth in "Annual Loan Payment" above, with the first payment due and payable one year from the Payment Initiation Date (the date the CWCB determines that the Project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, Denver, Colorado 80203.
4. The CWCB may impose a late charge in the amount of five percent (5%) of the annual payment if the CWCB does not receive the annual payment within sixty (60) calendar days of the due date. At the discretion of the CWCB, and if the Borrower requests in writing with sufficient justification, the late fee may be waived by the CWCB. CWCB will review the request from the Borrower, and may, in its sole discretion, choose to waive the late fee.
5. This Promissory Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. This Promissory Note is issued pursuant to the Contract between the CWCB and the Borrower. The Contract creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement of even date and amount herewith and cover the Pledged Revenues. The Contract and Security Agreement grant additional rights to the CWCB, including the right to accelerate the maturity of this Promissory Note in certain events.
7. If any annual payment is not paid when due or any default under the Contract or the Security Agreement securing this Promissory Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear

interest at the rate of seven percent (7%) per annum from the date of default. The CWCB shall give the Borrower written notice of any alleged default and an opportunity to cure within sixty (60) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.

8. The Borrower hereby agrees that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
9. This Promissory Note is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State thereunto enabling. Specifically, but not by way of limitation, the Contract and this Promissory Note are authorized pursuant to and under the authority of Title 31, Article 35; Title 37, Article 45.1; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., and Section 31-35-413, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Promissory Note and the Promissory Note shall be incontestable for any cause whatsoever after its delivery for value.

North Sterling Irrigation District

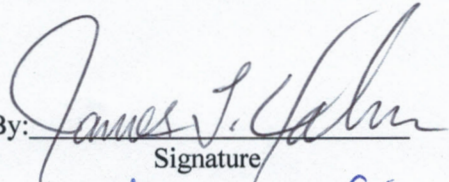
By:   
Signature

Name: David A. Hernandez

Title: President

Date: Feb 24, 2021

Attest:

By:   
Signature

Name: James T. Yahn

Title: Manager

Date: Feb 24, 2021



# COLORADO

## Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

### Loan Repayment Schedule

Borrower | North Sterling Irrigation District

Loan Contract Number | CT2021-3658

Loan Amount | \$392,000.00

1% Service Fee | \$3,920.00

Interest During Construction Added | \$0.00

Total Loan Amount | \$395,920.00

Interest Rate | 0.900000 %

Term | 20

First Payment Due | July 1, 2022

Annual Payment Amount | \$21,719.77

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Service Fee / IDC (PMT=0)	07/01/2021	\$0.00	\$-3,920.00	\$0.00	\$3,920.00	\$395,920.00
Due Pmt	07/01/2022	\$21,719.77	\$18,156.49	\$3,563.28	\$0.00	\$377,763.51
Due Pmt	07/01/2023	\$21,719.77	\$18,319.90	\$3,399.87	\$0.00	\$359,443.61
Due Pmt	07/01/2024	\$21,719.77	\$18,484.78	\$3,234.99	\$0.00	\$340,958.83
Due Pmt	07/01/2025	\$21,719.77	\$18,651.14	\$3,068.63	\$0.00	\$322,307.69
Due Pmt	07/01/2026	\$21,719.77	\$18,819.00	\$2,900.77	\$0.00	\$303,488.69
Due Pmt	07/01/2027	\$21,719.77	\$18,988.37	\$2,731.40	\$0.00	\$284,500.32
Due Pmt	07/01/2028	\$21,719.77	\$19,159.27	\$2,560.50	\$0.00	\$265,341.05
Due Pmt	07/01/2029	\$21,719.77	\$19,331.70	\$2,388.07	\$0.00	\$246,009.35
Due Pmt	07/01/2030	\$21,719.77	\$19,505.69	\$2,214.08	\$0.00	\$226,503.66
Due Pmt	07/01/2031	\$21,719.77	\$19,681.24	\$2,038.53	\$0.00	\$206,822.42
Due Pmt	07/01/2032	\$21,719.77	\$19,858.37	\$1,861.40	\$0.00	\$186,964.05
Due Pmt	07/01/2033	\$21,719.77	\$20,037.09	\$1,682.68	\$0.00	\$166,926.96
Due Pmt	07/01/2034	\$21,719.77	\$20,217.43	\$1,502.34	\$0.00	\$146,709.53
Due Pmt	07/01/2035	\$21,719.77	\$20,399.38	\$1,320.39	\$0.00	\$126,310.15
Due Pmt	07/01/2036	\$21,719.77	\$20,582.98	\$1,136.79	\$0.00	\$105,727.17
Due Pmt	07/01/2037	\$21,719.77	\$20,768.23	\$951.54	\$0.00	\$84,958.94
Due Pmt	07/01/2038	\$21,719.77	\$20,955.14	\$764.63	\$0.00	\$64,003.80
Due Pmt	07/01/2039	\$21,719.77	\$21,143.74	\$576.03	\$0.00	\$42,860.06
Due Pmt	07/01/2040	\$21,719.77	\$21,334.03	\$385.74	\$0.00	\$21,526.03
Due Pmt	07/01/2041	\$21,719.76	\$21,526.03	\$193.73	\$0.00	\$0.00

LCM

06.10.2021







## Outlet Canal Automation Phase II Project

North Sterling Irrigation District  
Substantially Complete July 1, 2021



A sensor on a lateral ditch Parshall Flume that can report the flow rate into the ditch (left) and an automated headgate that will receive data from the sensor and adjust the gate to a predetermined flow rate (right)

### Project Description

The North Sterling Irrigation District was created in 1907 by the Board of County Commissioners and currently serves 122 landowners with more than 40,000 acres east of the North Sterling Reservoir. Following on the successful Phase I which installed 25 automated on-farm headgates, this project automated 42 additional headgates. Automation included solar power, a controller, an actuator to operate the headgate, a radar sensor at each Parshall flume, and telemetry for data access and remote control. This new equipment saves time, labor, and water, and may reduce the size of the regulating reservoir in the future. Installation began in the early spring and was nearly all complete by the time water was turned into the Outlet Canal in April.

P R O J E C T   D A T A		
<i>Sponsor:</i> North Sterling Irrigation District	<i>County:</i> Logan	<i>Water Source:</i> South Platte River
<i>Type of Project:</i> Ditch Systems Improvement		<i>Board Approval Date:</i> January 2021
<i>Loan Terms: (Original)</i> \$395,920 @ 0.90% <i>(Final)</i> \$395,920 @ 0.90%		
<i>Design Engineer:</i> Hydrologic Consultants, Inc		
<i>Contractor:</i> Hydrologic Consultants, Inc		