



COLORADO

Colorado Water Conservation Board

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

October 29, 2021

Mr. Randall Palmgren, President
San Luis Valley Irrigation District
P.O Box 637
Center, CO 81125-0637
c/o Rob Phillips, Superintendent robert@slvid.org

Re: CWCB Loan Contract Number CT2018-3303

NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Mr. Palmgren:

This letter is to advise you that the Project referenced above was substantially completed on October 1, 2021. In accordance with the Loan Contract, the District owes \$492,704.59 for interest accrued during the construction phase of the Project. In addition, per the loan contract, the District shall remit payment of the Loan Service Fee of \$150,000 at this time.

The total amount disbursed under this contract was \$15,000,000. The first annual loan payment will be due on October 1, 2022, in the amount of \$637,949.36 as presented in the attached Loan Repayment Schedule and Promissory Note.

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 = \$15,000,000.00
Expended Amount = \$15,000,000.00

ec: Ms. Heather Dutton, CWCB Board Member, Rio Grande Basin



Colorado Water Conservation Board
Project Expenditure Schedule

Rio Grande Reservoir Rehabilitation - Phase 2

San Luis Valley Irrigation District
P. O. Box 637
Center, CO 81125-0637
c/o Rob Phillips

Ph. (719) 754-2254
Fax (719) 754-3616
robert@slvid.org

	Original	Amended	Final
Loan Contract No.:	CT2018-3303		
Authorization:	\$15,000,000.00		
Contract Amount	\$15,000,000.00		\$ 15,000,000.00
Loan Service Fee %	0.00%		
Loan Service Fee	\$0.00		-
Total Loan Amount	\$15,000,000.00		\$ 15,000,000.00
Interest:	1.65%		1.65%
Term (Years):	30		30
Conditions:	Up to 100%		Up to 100%
IDC Calculation Date:	10/1/2021		

*\$150,000
Service Fee
Due

Substantial Completion Date

10/1/2021

Contract Expires: 5/22/2022

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 15,000,000.00		
1	7/13/2018	Submittal Eng & Pre-Construction	\$ 156,907.73	\$ 156,907.73	\$ 14,843,092.27	\$ 8,341.47	\$ 8,341.47
2	8/15/2018	Engineering & Const Prep	\$ 97,618.62	\$ 254,526.35	\$ 14,745,473.65	\$ 5,043.94	\$ 13,385.41
3	9/18/2018	Shop Dwg Rev, Mobilization	\$ 132,420.79	\$ 386,947.14	\$ 14,613,052.86	\$ 6,638.64	\$ 20,024.05
4	10/22/2018	RFI, Mobilization & Batch Plant work	\$ 345,889.97	\$ 732,837.11	\$ 14,267,162.89	\$ 16,808.83	\$ 36,832.88
5	11/16/2018	Submittal Review and Construction	\$ 510,386.65	\$ 1,243,223.76	\$ 13,756,776.24	\$ 24,225.89	\$ 61,058.77
6	12/11/2018	Field Engineering & Construction	\$ 814,495.40	\$ 2,057,719.16	\$ 12,942,280.84	\$ 37,740.15	\$ 98,798.92
7	1/22/2019	Field Eng & Construction	\$ 585,396.62	\$ 2,643,115.78	\$ 12,356,884.22	\$ 26,013.26	\$ 124,812.18
8	2/27/2019	Field Engineering & Construction	\$ 774,613.30	\$ 3,417,729.08	\$ 11,582,270.92	\$ 33,160.88	\$ 157,973.06
9	4/3/2019	Construction	\$ 777,020.81	\$ 4,194,749.89	\$ 10,805,250.11	\$ 32,034.55	\$ 190,007.61
10	4/16/2019	Construction & Field Engineering	\$ 716,634.41	\$ 4,911,384.30	\$ 10,088,615.70	\$ 29,123.83	\$ 219,131.44
11	5/14/2019	Construction & Field Eng	\$ 219,220.40	\$ 5,130,604.70	\$ 9,869,395.30	\$ 8,631.58	\$ 227,763.02
12	6/10/2019	Construction	\$ 119,270.54	\$ 5,249,875.24	\$ 9,750,124.76	\$ 4,550.58	\$ 232,313.60
13	7/16/2019	Construction	\$ 253,343.30	\$ 5,503,218.54	\$ 9,496,781.46	\$ 9,253.62	\$ 241,567.22
14	8/13/2019	Construction & Field Engineering	\$ 500,784.43	\$ 6,004,002.97	\$ 8,995,997.03	\$ 17,657.80	\$ 259,225.02
15	9/12/2019	Field Eng & Construction	\$ 448,808.68	\$ 6,452,811.65	\$ 8,547,188.35	\$ 15,216.46	\$ 274,441.48
16	10/24/2019	Construction	\$ 627,487.36	\$ 7,080,299.01	\$ 7,919,700.99	\$ 20,083.03	\$ 294,524.51
17	11/14/2019	Field Eng & Construction	\$ 603,640.11	\$ 7,683,939.12	\$ 7,316,060.88	\$ 18,746.75	\$ 313,271.26
18	12/24/2019	Field Eng & Construction	\$ 2,801,073.47	\$ 10,485,012.59	\$ 4,514,987.41	\$ 81,925.64	\$ 395,196.90
19	1/29/2020	Field Engineering & Construction	\$ 614,558.00	\$ 11,099,570.59	\$ 3,900,429.41	\$ 16,974.43	\$ 412,171.33
20	2/27/2020	Field Eng & Construction	\$ 587,019.91	\$ 11,686,590.50	\$ 3,313,409.50	\$ 15,444.25	\$ 427,615.58
21	4/3/2020	Construction & Field Engineering	\$ 573,324.98	\$ 12,259,915.48	\$ 2,740,084.52	\$ 14,150.92	\$ 441,766.50
22	4/23/2020	Construction & Fld Eng	\$ 573,908.24	\$ 12,833,823.72	\$ 2,166,176.28	\$ 13,646.44	\$ 455,412.94
23	5/21/2020	Field Eng & Construction	\$ 211,751.36	\$ 13,045,575.08	\$ 1,954,424.92	\$ 4,767.02	\$ 460,179.96
24	6/23/2020	Construction & Field Engineering	\$ 340,337.33	\$ 13,385,912.41	\$ 1,614,087.59	\$ 7,154.08	\$ 467,334.04
25	7/28/2020	Construction & Field Engineering	\$ 295,252.71	\$ 13,681,165.12	\$ 1,318,834.88	\$ 5,739.23	\$ 473,073.27
26	8/14/2020	Construction & Field Engineering	\$ 75,779.63	\$ 13,756,944.75	\$ 1,243,055.25	\$ 1,414.80	\$ 474,488.07
27	9/30/2020	Construction & Field Engineering	\$ 792,773.87	\$ 14,549,718.62	\$ 450,281.38	\$ 13,116.61	\$ 487,604.68
28	10/28/2020	Construction & Field Engineering	\$ 18,388.76	\$ 14,568,107.38	\$ 431,892.62	\$ 280.97	\$ 487,885.65
29	12/11/2020	Engineering & Final Retainage	\$ 338,998.61	\$ 14,907,105.99	\$ 92,894.01	\$ 4,505.43	\$ 492,391.08
30	2/1/2021	Engineering Close-out	\$ 9,370.98	\$ 14,916,476.97	\$ 83,523.03	\$ 102.52	\$ 492,493.60
31	8/2/2021	Engineering Close-out	\$ 45,846.89	\$ 14,962,323.86	\$ 37,676.14	\$ 124.35	\$ 492,617.95
32	8/2/2021	Engineering Close-out	\$ 29,488.54	\$ 14,991,812.40	\$ 8,187.60	\$ 79.98	\$ 492,697.93
33	9/13/2021	Final Engineering	\$ 8,187.60	\$ 15,000,000.00	(\$ 0.00)	\$ 6.66	\$ 492,704.59
Final	10/1/2021	Loan Service Fee @ %	-	\$ 15,000,000.00	(\$ 0.00)	-	\$ 492,704.59



COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

Loan Repayment Schedule

Borrower | San Luis Valley Irrigation District

Loan Contract Number | CT2018-3303

FINAL Loan Amount | \$15,000,000.00

1% Service Fee | \$0.00

*\$150,000 Service Fee Due | Not Amortized

Interest During Construction Added | \$0.00

FINAL Total Loan Amount | \$15,000,000.00

Interest Rate | 1.650000 %

Term | 30

First Payment Due | October 1, 2022

Annual Payment Amount | \$637,949.36

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Due Pmt	10/01/2022	\$637,949.36	\$390,449.36	\$247,500.00	\$0.00	\$14,609,550.64
Due Pmt	10/01/2023	\$637,949.36	\$396,891.77	\$241,057.59	\$0.00	\$14,212,658.87
Due Pmt	10/01/2024	\$637,949.36	\$403,440.49	\$234,508.87	\$0.00	\$13,809,218.38
Due Pmt	10/01/2025	\$637,949.36	\$410,097.26	\$227,852.10	\$0.00	\$13,399,121.12
Due Pmt	10/01/2026	\$637,949.36	\$416,863.86	\$221,085.50	\$0.00	\$12,982,257.26
Due Pmt	10/01/2027	\$637,949.36	\$423,742.12	\$214,207.24	\$0.00	\$12,558,515.14
Due Pmt	10/01/2028	\$637,949.36	\$430,733.86	\$207,215.50	\$0.00	\$12,127,781.28
Due Pmt	10/01/2029	\$637,949.36	\$437,840.97	\$200,108.39	\$0.00	\$11,689,940.31
Due Pmt	10/01/2030	\$637,949.36	\$445,065.34	\$192,884.02	\$0.00	\$11,244,874.97
Due Pmt	10/01/2031	\$637,949.36	\$452,408.92	\$185,540.44	\$0.00	\$10,792,466.05
Due Pmt	10/01/2032	\$637,949.36	\$459,873.67	\$178,075.69	\$0.00	\$10,332,592.38
Due Pmt	10/01/2033	\$637,949.36	\$467,461.59	\$170,487.77	\$0.00	\$9,865,130.79
Due Pmt	10/01/2034	\$637,949.36	\$475,174.70	\$162,774.66	\$0.00	\$9,389,956.09
Due Pmt	10/01/2035	\$637,949.36	\$483,015.08	\$154,934.28	\$0.00	\$8,906,941.01
Due Pmt	10/01/2036	\$637,949.36	\$490,984.83	\$146,964.53	\$0.00	\$8,415,956.18
Due Pmt	10/01/2037	\$637,949.36	\$499,086.08	\$138,863.28	\$0.00	\$7,916,870.10
Due Pmt	10/01/2038	\$637,949.36	\$507,321.00	\$130,628.36	\$0.00	\$7,409,549.10
Due Pmt	10/01/2039	\$637,949.36	\$515,691.80	\$122,257.56	\$0.00	\$6,893,857.30
Due Pmt	10/01/2040	\$637,949.36	\$524,200.71	\$113,748.65	\$0.00	\$6,369,656.59
Due Pmt	10/01/2041	\$637,949.36	\$532,850.03	\$105,099.33	\$0.00	\$5,836,806.56
Due Pmt	10/01/2042	\$637,949.36	\$541,642.05	\$96,307.31	\$0.00	\$5,295,164.51
Due Pmt	10/01/2043	\$637,949.36	\$550,579.15	\$87,370.21	\$0.00	\$4,744,585.36
Due Pmt	10/01/2044	\$637,949.36	\$559,663.70	\$78,285.66	\$0.00	\$4,184,921.66
Due Pmt	10/01/2045	\$637,949.36	\$568,898.15	\$69,051.21	\$0.00	\$3,616,023.51
Due Pmt	10/01/2046	\$637,949.36	\$578,284.97	\$59,664.39	\$0.00	\$3,037,738.54
Due Pmt	10/01/2047	\$637,949.36	\$587,826.67	\$50,122.69	\$0.00	\$2,449,911.87
Due Pmt	10/01/2048	\$637,949.36	\$597,525.81	\$40,423.55	\$0.00	\$1,852,386.06
Due Pmt	10/01/2049	\$637,949.36	\$607,384.99	\$30,564.37	\$0.00	\$1,245,001.07
Due Pmt	10/01/2050	\$637,949.36	\$617,406.84	\$20,542.52	\$0.00	\$627,594.23
Due Pmt	10/01/2051	\$637,949.53	\$627,594.23	\$10,355.30	\$0.00	\$0.00

09.13.2021

LCM



APPENDIX 3, PROMISSORY NOTE

Date: May 9, 2018

Borrower: San Luis Valley Irrigation District

Total Loan Amount: \$15,000,000.00

Interest Rate: 1.65% per annum

Term of Repayment: 30 years

Loan Contract Number: CT2018-3303

Annual Loan Payment: \$637,949.36

Payment Initiation Date*: October 1, 2021
(To be filled in at Substantial Completion of Project)

Maturity Date*: October 1, 2051
(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 5% of the annual payment if the CWCB does not receive the annual payment within 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 the Security Agreement ("Security Instrument") of even date and amount herewith and cover the Pledged Revenues. The Contract and Security Instruments 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 Instruments 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 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
10. 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.

Borrower: San Luis Valley Irrigation District

(S E A L)

Attest:

By: Randall K. Palmgren
Signature

Name: Randall K. Palmgren

Title: President

Date: May 9th 2018

By: Amy Dean
Signature

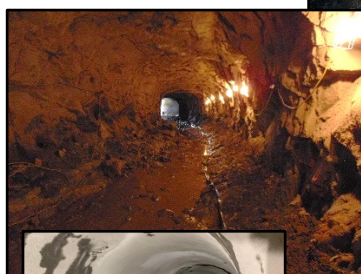
Name: Amy Dean

Title: Secretary

Date: 5-9-2018



Tunnel Rehabilitation



New Gate House



Piping to New Gate House



Project Description

The dam was originally constructed in 1914 and almost immediately sustained damage due to vibration and erosion from the outlet works. The dam has been modified on several occasions and is currently a height of 111 feet (51,113 AF). The outlet gate structure was repaired on multiple occasions to correct problems with vibrations caused by pressures and release rates. The Reservoir's outlet has long been a limiting factor in the administration of the Rio Grande. This Project will provide operational efficiencies by better managing the timing of water stored and released from the Reservoir. This will result in improved stream health and utilization of Rio Grande water by the District, the State of Colorado, and the many other water users in the basin.

This project included a new intake structure and guard gates; the lining of the intake tunnel, new outlet gates in a new gate house downstream of the dam; a 70ft reinforced lined bypass tunnel around the abandoned in-place old slide gates. The existing outlet tunnel was lined with a ten-foot diameter steel pipe extending the outlet 150ft to the twin 84-inch fixed cone valves and a 36-inch low flow valve.

The total Project cost for Phase 1 & 2 was \$30,000,000. The District received a total of \$15,000,000 in state grant funding which included seepage control improvements, a Forest Service land exchange, Phase 2 final design and 40% of the Phase 2 construction costs.

PROJECT DATA

<i>Sponsor:</i> San Luis Valley Irrigation District	<i>County:</i> Hinsdale	<i>Water Source:</i> Rio Grande
<i>Type of Project:</i> Reservoir Rehabilitation	<i>Board Approval Date:</i> November 2011	
<i>Terms of Loan:</i> 2.45% for 30 years	<i>(Original)</i> \$23,230,000	<i>(Final)</i> \$23,230,000
<i>Design Engineer:</i> Deere & Ault Consultants, DiNatale Water Consultants		
<i>Contractor:</i> Moltz Civil, LLC		