

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

July 28, 2022

Steve Hellman, CPA, Chief Financial Officer Parker Water and Sanitation District **Enterprise Services Division** 18100 East Woodman Drive Parker, CO 80134 shellman@pwsd.org

Re: Water Infrastructure and Supply Efficiency (WISE) Phase 2 Infrastructure Project

Loan Contract Number CT2015-109 (C150410C)

## NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Mr. Hellman:

This letter is to advise you that the Project referenced above will substantially complete on August 1, 2022. In accordance with the Loan Contract, the District owes \$61,974.55 for interest accrued during the construction phase of the Project. (see attached Project Expenditure Schedule) Please make this "interest only payment" payable to the Colorado Water Conservation Board and include the Loan Contract Number on the check.

The total amount disbursed under this contract was \$3,418,658.00 (\$3,384,810.00 plus \$33,848.00 for the 1% service fee). The first annual loan payment will be due on August 1, 2023, in the amount of \$224,509.19 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 = \$3,418,658.00 Expended Amount = \$3,418,658.00

Ms. Jessica Brody, CWCB Board Member, South Platte River Basin cc:



## Colorado Water Conservation Board Project Expenditure Schedule

			Wise Proj	ect Phase 2 I	nfrastructure				
Parker Water and Sanitation District 18100 East Woodman Drive Parker, CO 80134 c/o Ron Redd Ph. 303-841-4627 Fax rredd@pwsd.org				Loan Contract No.: Authorization: Contract Amount Loan Service Fee % Loan Service Fee Total Loan Amount Interest: Term (Years): Conditions: IDC Calculation Date:		Original CT2015-109 \$3,418,658.00 \$3,384,810.00 1.00%	Amended	Final  \$ 3,384,810.00  \$ 33,848.00 \$ 3,418,658.00 2.75% 20 Up to 100%	
						\$33,848.00 \$3,418,658.00 2.75% 20 Up to 100% 8/1/2022			
		Substantial Completion Date		8/1/2022			Contract Expires:	1/1/2023	
Pay Req. No.	Date	Description		Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest	
						\$ 3,418,658.00			
1		Engineering and Construction	\$	1,504,176.25	\$ 1,504,176.25	\$ 1,914,481.75	\$ 30,485.33	\$ 30,485.33	
2		Engineering and Construction	\$	, - ,				\$ 61,447.49	
3	7/6/2022	Construction	I \$	269,056.32	\$ 3,384,810.00	\$ 33,848.00	\$ 527.06	\$ 61,974.55	



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Loan Repayment Schedule

Borrower | Parker Water and Sanitation District

Loan Contract Number | CT2015-109 FINAL Loan Amount | \$3,384,810.00 1% Service Fee | \$33,848.00

Interest During Construction Added | \$0.00 FINAL Total Loan Amount | \$3,418,658.00

Interest Rate | 2.750000 %

Term | 20

First Payment Due | August 1, 2023 Annual Payment Amount | \$224,509.19

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Service Fee /	08/01/2022	\$0.00	\$-33,848.00	\$0.00	\$33,848.00	
IDC (PMT=0)	00/01/2022	\$0.00	3-33,040.00	\$0.00	333,040.00	\$3,418,658.00
	00 /04 /2022	Ć224 E00 40	Ć430_407_00	¢04.043.40	00.00	¢2 200 474 04
Due Pmt	08/01/2023	\$224,509.19	\$130,496.09	\$94,013.10	\$0.00	\$3,288,161.91
Due Pmt	08/01/2024	\$224,509.19	\$134,084.74	\$90,424.45	\$0.00	\$3,154,077.17
Due Pmt	08/01/2025	\$224,509.19	\$137,772.07	\$86,737.12	\$0.00	\$3,016,305.10
Due Pmt	08/01/2026	\$224,509.19	\$141,560.80	\$82,948.39	\$0.00	\$2,874,744.30
Due Pmt	08/01/2027	\$224,509.19	\$145,453.72	\$79,055.47	\$0.00	\$2,729,290.58
Due Pmt	08/01/2028	\$224,509.19	\$149,453.70	\$75,055.49	\$0.00	\$2,579,836.88
Due Pmt	08/01/2029	\$224,509.19	\$153,563.68	\$70,945.51	\$0.00	\$2,426,273.20
Due Pmt	08/01/2030	\$224,509.19	\$157,786.68	\$66,722.51	\$0.00	\$2,268,486.52
Due Pmt	08/01/2031	\$224,509.19	\$162,125.81	\$62,383.38	\$0.00	\$2,106,360.71
Due Pmt	08/01/2032	\$224,509.19	\$166,584.27	\$57,924.92	\$0.00	\$1,939,776.44
Due Pmt	08/01/2033	\$224,509.19	\$171,165.34	\$53,343.85	\$0.00	\$1,768,611.10
Due Pmt	08/01/2034	\$224,509.19	\$175,872.38	\$48,636.81	\$0.00	\$1,592,738.72
Due Pmt	08/01/2035	\$224,509.19	\$180,708.88	\$43,800.31	\$0.00	\$1,412,029.84
Due Pmt	08/01/2036	\$224,509.19	\$185,678.37	\$38,830.82	\$0.00	\$1,226,351.47
Due Pmt	08/01/2037	\$224,509.19	\$190,784.52	\$33,724.67	\$0.00	\$1,035,566.95
Due Pmt	08/01/2038	\$224,509.19	\$196,031.10	\$28,478.09	\$0.00	\$839,535.85
Due Pmt	08/01/2039	\$224,509.19	\$201,421.95	\$23,087.24	\$0.00	\$638,113.90
Due Pmt	08/01/2040	\$224,509.19	\$206,961.06	\$17,548.13	\$0.00	\$431,152.84
Due Pmt	08/01/2041	\$224,509.19	\$212,652.49	\$11,856.70	\$0.00	\$218,500.35
Due Pmt	08/01/2042	\$224,509.11	\$218,500.35	\$6,008.76	\$0.00	\$0.00

08/01/2022



## **PROMISSORY NOTE**

Date: September 25, 2014

Borrower: Parker Water and Sanitation District acting by and through its

Water Activity Enterprise

Principal Amount: \$3,418,658.00

Interest Rate: 2.75% per annum

Term of Repayment: 20 years

Loan CONTRACT No.: C150410C

Loan Payment: \$224,509.19

Payment Initiation Date\*: 08/01/2022

Maturity Date\*: 08/01/2042

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

- 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 LOAN CONTRACT and this PROMISSORY NOTE.
- 2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from 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 15 calendar days of the due date.
- 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. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
- 7. This PROMISSORY NOTE is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN 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 and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and SECURITY AGREEMENT grant additional rights to the CWCB.

- 8. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.
- 9. The BORROWER and any co-signer or guarantor hereby agree that if this PROMISSORY 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.
- 10. This Promissory Note shall be governed in all respects by the laws of the State of Colorado.
- 11. This Note is issued pursuant to and under the authority of §11-57-210, C.R.S. and §31-35-413, C.R.S., and pursuant to such statutes, the foregoing recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its delivery for value, shall conclusively impart full compliance with all of the provisions of Title 31, Article 35, Part 4, C.R.S., and this Note containing such recital shall be incontestable for any cause whatsoever after its delivery for value.
- 12. This Note, including the interest hereon, does not constitute a debt or indebtedness of the authority within the meaning of any constitutional or statutory provision or limitation, and shall not be considered or held to be a general obligation of the BORROWER. This Note shall not constitute a debt or an indebtedness of the contracting governmental entities which organized the authority or of any cooperating parties, within the meaning of any constitutional or statutory provision or limitation.

	District acting by and through its Water Activity Enterprise
(SEAL)	Dany Love
	∮ignature
Attest:	NAME: Dary BRACD
	TITLE: Prasident Chair
By Hamea	DATE: 9-25-14