

LOAN CONTRACT AMENDMENT NO. 1

<u>State Agency</u> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<u>Amendment No. #1 Contract Number</u> CMS 192428 CT2021-3104
<u>Borrower and Address</u> City of Glenwood Springs Acting by and through its water and sewer enterprise	<u>Original Contract Number</u> CMS 164684
<u>Current Contract Maximum Amount</u> \$ 3,777,754.07	<u>Contract Performance Beginning Date:</u> June 18, 2021
<u>Project Name</u> System Redundancy and Pre-Treatment Improvement Project	<u>Contract Performance End Date:</u> June 1, 2024
<u>Reason for Modification</u> Reduce the total loan amount upon substantial completion	<u>Loan Contract Terms</u> 1.80% for 27 years <u>Loan Contract Repayment Schedule</u> Payment Initiation Date: June 1, 2024 Loan Maturity Date: June 1, 2051

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">BORROWER</p> <div style="margin-bottom: 20px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="text-align: center;">(Signature)</p> </div> <p>Name: <u>Steve Boyd</u></p> <p>Title: <u>City Manager</u></p> <p>Date: <u>July 16, 2024 5:54 AM MDT</u></p> <div style="margin-top: 20px;"> <p><u>ATTEST:</u></p> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="text-align: center;">(Signature)</p> </div> <p>Name: <u>Ryan Muse</u></p> <p>Title: <u>City Clerk</u></p> <p>Date: <u>July 16, 2024 6:38 AM PDT</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p> <div style="margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="text-align: center;">(Signature)</p> </div> <p>Name: <u>Kirk Russell, P.E., Section Chief</u></p> <p>Date: <u>July 16, 2024 11:31 AM MDT</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

 By: _____
 Name: Ion Cotsapas
 Title: DNR Procurement Director
 Amendment Effective Date: July 16, 2024 | 3:17 PM MDT

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract (the “Contract”) shown on the Signature and Cover Page for this Amendment is entered into by and between the Borrower (“Borrower” or “Authority”), and the State (“CWCB”).

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

The Borrower was approved for a CWCB loan contract, in November 2020, for the System Redundancy and Pre-Treatment Improvement project. The project was completed and the parties agree to amend the contract to reduce the final loan amount. The amount of the current loan contract is decreased by \$4,302,245.93 from \$8,080,000.00 to \$3,777,754.07 in consideration of substantial completion of the project. The total loan amount is hereby modified accordingly.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Original Contract Maximum loan contract amount shown on the Signature and Cover Page for this Amendment is hereby deleted and replaced with the Current Contract Maximum Amount of \$3,777,754.07. The loan terms shall remain at 0% for 3 years to be followed by 1.80% for 27 years.
- B. Amendment to Promissory Note, Appendix A, in the revised loan amount and incorporated herein, shall replace and supersede the Original Promissory Note attached to the Original Loan Contract as Appendix 3.
- C. Amendment to Security Agreement, Appendix B, in the revised loan amount and incorporated herein, shall supplement, and operate in conjunction with the Original Security Agreement, attached to the Original Loan Contract as Appendix 5.
- D. The Special Provisions contained in the Contract are hereby modified as follows:
 - i. The Special Provision titled “Prohibited Terms” is replaced in its entirety with:

“PROHIBITED TERMS. Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.
 - ii. The Special Provision titled “Public Contracts for Services” is deleted.
 - iii. The Special Provision titled “Public Contracts with Natural Persons” is deleted.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Appendix A, Amendment No. 1 to Loan Contract CT2021-3104
Amendment to Promissory Note

Date:	6/20/2024
Borrower:	City of Glenwood Springs Acting by and through its water and sewer enterprise
Total Loan Amount:	\$3,777,754.07
Interest Rate:	1.80% per annum
Term:	27 years
Loan Contract No.:	CT2021-3104
Annual Loan Payment:	\$177,891.11
Payment Initiation Date:	June 1, 2024
Maturity Date:	June 1, 2051

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 Amendment to Promissory Note (Note).

1. This Note, in the **revised loan amount of \$3,777,754.07**, *shall replace and supersede* the Original Promissory Note, attached as Appendix 3 to the Original Loan Contract, in the amount of \$8,080,000.00.
2. Principal and interest shall be payable in equal Annual Loan Payments, as set forth above, with the first payment due and payable one year from Payment Initiation Date, 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 Loan 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 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 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 ("Security Instruments") of even date and amount and cover certain revenues and/or accounts of the Borrower. The Loan Contract and Security Instruments grant additional rights to the CWCB, including

the right to accelerate the maturity of this Note in certain events.

- 8. If any annual payment is not paid when due or any default under the Loan Contract or the Security Instruments securing this 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.
- 9. 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.
- 10. This Note shall be governed in all respects by the laws of the State of Colorado.

Attest:

By Steve Boyd

Name Steve Boyd ^{Signature}

Title City Manager

Date July 16, 2024 | 5:54 AM MDT

Borrower:

By Ryan Muse
Signature

Name Ryan Muse

Title City Clerk

Date July 16, 2024 | 6:38 AM PDT

Appendix B, Amendment No.1 to Loan Contract CT2021-3104
Amendment to Security Agreement

Debtor: City of Glenwood Springs acting by and through its water and sewer enterprise
Secured Party: Colorado Water Conservation Board
Revised Loan Amount: \$3,777,754.07
Term: 27 years of amortized payments

Interest Rate: 1.80% per annum

Loan Contract Number: CT2021-3104

- 1. The Parties have amended the Original Loan Contract and Promissory Note to decrease the total loan amount by \$4,302,245.93 from \$8,080,000.00 to \$3,777,754.07 and hereby amend the original Security Agreement, Appendix 5, to the Original Loan Contract to document the change.
- 2. The Parties expressly agree that this Amendment to Security Agreement is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.

Attest:

By Steve Boyd

Name Steve Boyd Signature

Title City Manager

Date July 16, 2024 | 5:54 AM MDT

Borrower:

By Ryan Muse

Name Ryan Muse

Title City Clerk

Date July 16, 2024 | 6:38 AM PDT