

OPTION LETTER NO. 1

State Agency Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	Option Letter No. 1 Contract Number CMS 193688 CT2023-3300
Borrower Fort Morgan Reservoir and Irrigation Company	Original Contract Number CMS 180915 CT2023-3300
Project Name Augmentation Pump Replacement Project	Loan Contract Effective Date February 15, 2023
Current Contract Maximum Amount \$1,644,076.86	Loan Contract Expiration Date August 1, 2052

1. **OPTIONS:**

a. Option to decrease total Contract amount and revise Contract expiration date upon CWCB *Notice of Project Substantial Completion*.
2. **REQUIRED PROVISIONS:**

a. The amount of the current Loan Contract Amount is decreased by \$126,453.14 from \$1,770,530.00 to \$1,644,076.86 in consideration of substantial completion of the Project. The Total Loan Amount is hereby modified accordingly.

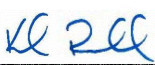

b. This change does not include a change to the annual payment and interest rate.

c. This Option Letter and supporting documentation shall become part of and be incorporated into this Contract for the total duration of the Loan Contract.

d. This Option Letter shall include the written *Notice of Project Substantial Completion*.

e. The Contract Maximum Amount table on the Contract Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**

a. The effective date of this Option Letter is upon approval of the State Controller or an authorized delegate.

<div>STATE OF COLORADO Jared S. Polis, Governor Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</div> <div>By: <u></u> Name: <u>Kirk Russell</u> Title: <u>CWCB, Finance Section Chief</u> Date: <u>August 30, 2024 1:46 PM MDT</u></div>	<div>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</div> <div>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</div> <div>By: <u></u> Name: <u>Ion Cotsapas</u> Title: <u>DNR Procurement Director</u> Option Effective Date: <u>September 3, 2024 10:23 AM MD</u></div>
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COLORADO

Colorado Water Conservation Board

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

August 19, 2024

Cynthia Lefever, Office Manager
Fort Morgan Reservoir and Irrigation Company
218 East Kiowa Ave.
Fort Morgan, CO 80701
fmrco@outlook.com

Re: Augmentation Pump Replacement Project
Loan Contract Number CT2023-3300

NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Ms. Lefever:

This letter is to advise you that the Project referenced above was substantially completed on August 1, 2024. In accordance with the Loan Contract, the District owes \$38,290.64 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). The Company has requested that the CWCB include this accrued interest in the loan balance.

The final total loan amount under this contract is \$1,644,076.86 (\$1,589,508.23 plus \$38,290.64 for the interest accrued plus \$16,277.99 for the 1% service fee) however, the annual payment will remain as shown on the original Promissory Note. Kaylee Salazar, Contracts Manager, will follow up with an executed 'Option Letter' reflecting the adjusted amount. She can be reached at (303) 866-3441 x3227. The first annual loan payment will be due on August 1, 2025, in the amount of \$79,598.56 as presented in the attached Loan Repayment Schedule and Promissory Note.

Please note, in accordance with the Borrower's Loan Contract, annual audited 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 contact us if you have any questions regarding this matter.

Sincerely,

Kirk Russell, P.E. Chief
CWCB Finance Section

Loan Contract Amount = \$1,770,530.00
Final Total Loan Amount = \$1,644,076.86

cc: Brad Wind, CWCB Board Member, South Platte River Basin



Colorado Water Conservation Board
Project Expenditure Schedule

Augmentation Pump Replacement Project

Fort Morgan Reservoir and Irrigation Company
P. O. Box 38
Fort Morgan, CO 80701
c/o Cynthia Lefever

Ph. 970-867-7561
Fax
fmrco@outlook.com

	Original	Amended	Final
Loan Contract No.:	CT2023-3300		
Authorization:	\$1,770,530.00		
Contract Amount	\$1,753,000.00		\$ 1,627,798.87
Loan Service Fee %	1.00%		
Loan Service Fee	\$17,530.00		\$ 16,277.99
Total Loan Amount	\$1,770,530.00		\$ 1,644,076.86
Interest:	2.05%		2.05%
Term (Years):	30		30
Conditions:	Up to 100%		Up to 100%
IDC Calculation Date:	8/1/2024		

Substantial Completion Date

8/1/2024

Contract Expires:

2/15/2026

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 1,770,530.00		
1	3/24/2023	Engineering, Materials, & Construction	\$ 524,251.01	\$ 524,251.01	\$ 1,246,278.99	\$ 14,604.34	\$ 14,604.34
2	4/27/2023	Engineering and Construction	\$ 354,530.81	\$ 878,781.82	\$ 891,748.18	\$ 9,199.35	\$ 23,803.69
3	5/23/2023	Engineering and Construction	\$ 221,931.79	\$ 1,100,713.61	\$ 669,816.39	\$ 5,434.59	\$ 29,238.28
4	6/23/2023	Engineering and Construction	\$ 113,053.62	\$ 1,213,767.23	\$ 556,762.77	\$ 2,571.58	\$ 31,809.86
5	7/17/2023	Engineering and Construction	\$ 22,461.64	\$ 1,236,228.87	\$ 534,301.13	\$ 480.65	\$ 32,290.51
6	8/30/2023	Engineering and Construction	\$ 238,645.20	\$ 1,474,874.07	\$ 295,655.93	\$ 4,516.93	\$ 36,807.44
7	12/1/2023	Engineering and Construction	\$ 97,496.67	\$ 1,572,370.74	\$ 198,159.26	\$ 1,336.11	\$ 38,143.55
8	2/21/2024	Engineering and Construction	\$ 15,732.49	\$ 1,588,103.23	\$ 182,426.77	\$ 143.14	\$ 38,286.69
9	6/12/2024	Engineering	\$ 1,405.00	\$ 1,589,508.23	\$ 181,021.77	\$ 3.95	\$ 38,290.64
Final	8/1/2024	Interest added to loan	\$ 38,290.64	\$ 1,627,798.87	\$ 142,731.13	(\$ 38,290.64)	-
Final	8/1/2024	Loan Service Fee @ 1%	\$ 16,277.99	\$ 1,644,076.86	\$ 126,453.14	-	-
CT	8/1/2024	contract adjustment - funds not needed	(\$ 126,453.14)	\$ 1,644,076.86	\$ 0.00	-	-

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COLORADO WATER CONSERVATION BOARD

LOAN REPAYMENT SCHEDULE

Borrower	Fort Morgan Reservoir and Irrig
Loan Contract Number	CT2023-3300
Principal	\$1,644,076.86
Interest Rate	2.05%
Frequency	Annual
Term (In Years)	30
First Payment Due	August 1, 2025
Payment Amount	\$79,598.56

Loan Payment No.	Annual Payment Due Date	Annual Payment Amount	Principal	Interest	Principal BALANCE
					\$ 1,644,076.86
1	1-Aug-25	\$79,598.56	\$ 45,894.98	\$ 33,703.58	\$ 1,598,181.88
2	1-Aug-26	\$79,598.56	\$ 46,835.83	\$ 32,762.73	\$ 1,551,346.05
3	1-Aug-27	\$79,598.56	\$ 47,795.97	\$ 31,802.59	\$ 1,503,550.08
4	1-Aug-28	\$79,598.56	\$ 48,775.78	\$ 30,822.78	\$ 1,454,774.30
5	1-Aug-29	\$79,598.56	\$ 49,775.69	\$ 29,822.87	\$ 1,404,998.61
6	1-Aug-30	\$79,598.56	\$ 50,796.09	\$ 28,802.47	\$ 1,354,202.52
7	1-Aug-31	\$79,598.56	\$ 51,837.41	\$ 27,761.15	\$ 1,302,365.11
8	1-Aug-32	\$79,598.56	\$ 52,900.08	\$ 26,698.48	\$ 1,249,465.03
9	1-Aug-33	\$79,598.56	\$ 53,984.53	\$ 25,614.03	\$ 1,195,480.50
10	1-Aug-34	\$79,598.56	\$ 55,091.21	\$ 24,507.35	\$ 1,140,389.29
11	1-Aug-35	\$79,598.56	\$ 56,220.58	\$ 23,377.98	\$ 1,084,168.71
12	1-Aug-36	\$79,598.56	\$ 57,373.10	\$ 22,225.46	\$ 1,026,795.61
13	1-Aug-37	\$79,598.56	\$ 58,549.25	\$ 21,049.31	\$ 968,246.36
14	1-Aug-38	\$79,598.56	\$ 59,749.51	\$ 19,849.05	\$ 908,496.85
15	1-Aug-39	\$79,598.56	\$ 60,974.37	\$ 18,624.19	\$ 847,522.48
16	1-Aug-40	\$79,598.56	\$ 62,224.35	\$ 17,374.21	\$ 785,298.13
17	1-Aug-41	\$79,598.56	\$ 63,499.95	\$ 16,098.61	\$ 721,798.18
18	1-Aug-42	\$79,598.56	\$ 64,801.70	\$ 14,796.86	\$ 656,996.48
19	1-Aug-43	\$79,598.56	\$ 66,130.13	\$ 13,468.43	\$ 590,866.35
20	1-Aug-44	\$79,598.56	\$ 67,485.80	\$ 12,112.76	\$ 523,380.55
21	1-Aug-45	\$79,598.56	\$ 68,869.26	\$ 10,729.30	\$ 454,511.29
22	1-Aug-46	\$79,598.56	\$ 70,281.08	\$ 9,317.48	\$ 384,230.21
23	1-Aug-47	\$79,598.56	\$ 71,721.84	\$ 7,876.72	\$ 312,508.37
24	1-Aug-48	\$79,598.56	\$ 73,192.14	\$ 6,406.42	\$ 239,316.23
25	1-Aug-49	\$79,598.56	\$ 74,692.58	\$ 4,905.98	\$ 164,623.65
26	1-Aug-50	\$79,598.56	\$ 76,223.78	\$ 3,374.78	\$ 88,399.87
27	1-Aug-51	\$79,598.56	\$ 77,786.36	\$ 1,812.20	\$ 10,613.51
28	1-Aug-52	\$10,831.09	\$ 10,613.51	\$ 217.58	\$ 0.00

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TOTALS	\$2,159,992.21	\$1,644,076.86	\$515,915.35	\$0.00
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APPENDIX 3, PROMISSORY NOTE

Date: February 4, 2023

Borrower: Fort Morgan Reservoir and Irrigation Company

Total Loan Amount: \$1,770,530.00

Interest Rate: 2.05% per annum

Term of Repayment: 30 years

Loan Contract Number: CT2023-3300

Annual Loan Payment: \$79,598.56

Payment Initiation Date*: 08/01/2024
(To be filled in at Substantial Completion of Project)

Maturity Date*: 08/01/2052
(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 ("Security Instrument") of even date and amount herewith and cover the Pledged Revenues and Pledged Property. 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 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.

Fort Morgan Reservoir and Irrigation Company

By: 
Signature

Attest:

Name: William E. Lauck

Title: President, Board of Directors

Date: Feb 4, 2023

By: 
Signature

Name: Peter Bolinger

Title: Secretary / Treasurer

Date: Feb 4, 2023



Augmentation Pump Replacement Project
Fort Morgan Reservoir and Irrigation Company
Substantially Complete August 1, 2024



Project Description

The Company was organized in 1882, and diverts irrigation water for approximately 15,000 acres, and augmentation water for approximately 90 wells. These diversions are carried through the Fort Morgan Canal to recharge ponds and agricultural lands south of the South Platte River between Weldona and Brush for 98 shareholders.

The Company also has an operational agreement with Groves Farms, LLC to re-time excess augmentation credits from senior recharge projects when those credits are not needed for direct augmentation, and to divert water under new junior water rights when available for recharge and augmentation use. The infrastructure to implement this operation was originally constructed around 2012, with the Company’s portion of the project funded with CWCB loan and grant funds.

The Project was the rehabilitation of this pipeline system, and included a new intake structure, an automated airburst system to backwash the intake screens, 4-stage vertical turbine pumps, and an insulated building to house the pumps and mechanical equipment. Loan funds covered the entire project cost for planning, design, and construction.

P R O J E C T D A T A		
<i>Sponsor:</i> Fort Morgan Reservoir and Irrigation Company	<i>County:</i> Fort Morgan	<i>Water Source:</i> South Platte
<i>Type of Project:</i> Augmentation Facilities		<i>Board Approval Date:</i> January 2023
<i>Loan Terms:</i> 30yrs @ 2.05% (Original) \$1,770,530.00 (Final) \$1,643,693.95		
<i>Design Engineer:</i> Harris Engineering Consultants Inc.		
<i>Contractor:</i> Ransom Boone Excavation, LLC.		

Certificate Of Completion

Envelope Id: 3A8E5C40BE0C48BAB88EF2EE76B5C436

Status: Completed

Subject: DNR Pre-Review/Approval: CMS 193688, OL#1 Fort Morgan Reservoir and Irrigation Co., CT2023-3300

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kaylee Salazar

AutoNav: Enabled

kaylee.salazar@state.co.us

Envelope Stamping: Enabled

IP Address: 73.169.11.50

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

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Status: Original

Holder: Kaylee Salazar

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kaylee.salazar@state.co.us

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Signer Events**Signature****Timestamp**

DNR PRE-REVIEW

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Sent: 8/22/2024 8:37:24 PM

dnr_edo_reviewcontract@state.co.us

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DNR

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Electronic Record and Signature Disclosure:
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Kaylee Salazar

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Sent: 8/30/2024 1:31:39 PM

kaylee.salazar@state.co.us

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Security Level: Email, Account Authentication
(None)

Using IP Address: 165.127.23.2

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Electronic Record and Signature Disclosure:
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Kirk Russell



Sent: 8/29/2024 4:43:36 PM

kirk.russell@state.co.us

Viewed: 8/30/2024 7:16:40 AM

CWCB, Finance Section Chief

Signed: 8/30/2024 1:46:16 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.14.186.48

Electronic Record and Signature Disclosure:
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ID: 4f0be1e4-d11e-4988-9767-74190988b0ef

Kaylee Salazar

Completed

Sent: 8/30/2024 1:46:18 PM

kaylee.salazar@state.co.us

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Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
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Ion Cotsapas



Sent: 9/2/2024 5:16:54 PM

dnr_edo_allcontroller@state.co.us

Viewed: 9/3/2024 10:23:18 AM

DNR Procurement Director

Signed: 9/3/2024 10:23:21 AM

DNR Procurement Director

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 67.162.159.117

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cole bedford cole.bedford@state.co.us Chief Operating Officer, CWCB Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2024 7:57:20 AM ID: 8960e068-b595-4027-af12-d473945e415e	<div>COPIED</div>	Sent: 9/3/2024 10:23:23 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	8/28/2024 10:42:00 AM
Envelope Updated	Security Checked	8/30/2024 1:31:39 PM
Certified Delivered	Security Checked	9/3/2024 10:23:18 AM
Signing Complete	Security Checked	9/3/2024 10:23:21 AM
Completed	Security Checked	9/3/2024 10:23:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DNR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DNR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lilo.santos@state.co.us

To advise DNR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lilo.santos@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DNR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lilo.santos@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DNR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lilo.santos@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DNR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DNR during the course of your relationship with DNR.