

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 194996 CT2018-0892
<u>Borrower and Address</u> Town of Wiggins	<u>Original Contract Number</u> CMS 98377
<u>Current Contract Maximum Amount</u> \$ 2,408,850.00	<u>Contract (Original) Performance (Project) Beginning Date</u> 07/21/2017
<u>Project Name</u> Wiggins Recharge Facility at Glassey Farms	<u>Contract Performance (Project) End Date</u> 12/31/2027
<u>Reason for Modification</u> To extend to the Performance (Project) End Date	<u>Loan Contract Terms</u> 2.40% for 30 years <u>Loan Contract Repayment Schedule</u> Loan not in repayment at this time

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;">Town of Wiggins</p> <div style="text-align: center;"> _____ (Signature) </div> <p>Name: <u>Chris Franz</u></p> <p>Title: <u>Mayor of Wiggins</u></p> <p>Date: <u>1/17/2025</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="text-align: center;"> _____ (Signature) </div> <p style="text-align: center;">Name: Kirk Russell, P.E., Section Chief</p> <p style="text-align: center;">Date: <u>January 24, 2025 7:18 AM MST</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: January 24, 2025 | 12:51 PM MST

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 March 2017, for the Wiggins Recharge Facility at Glassey Farms project. The Project End Date will be modified to December 31, 2027.

5. MODIFICATIONS

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

A. The Project End Date reflected in Appendix 1, Section 11 of the Original Loan is hereby deleted and replaced with the Project End Date of December 31, 2027.

B. 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.

Certificate Of Completion

Envelope Id: 2EF8684D-0887-4DEB-9EA4-F852CB2770E7

Status: Completed

Subject: CMS 194996 A#1 LOAN- WIGGINS RECHARGE FACILITY AT GLASSY FARMS, CT2018-0892

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kaylee Salazar

AutoNav: Enabled

kaylee.salazar@state.co.us

Envelopeld Stamping: Enabled

IP Address: 165.127.23.2

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

Record Tracking

Status: Original

Holder: Kaylee Salazar

Location: DocuSign

1/21/2025 1:31:10 PM

kaylee.salazar@state.co.us

Security Appliance Status: Connected

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Signer Events

Signature

Timestamp

DNR PRE-REVIEW

Completed

Sent: 1/21/2025 1:40:26 PM

dnr_edo_reviewcontract@state.co.us

Viewed: 1/22/2025 11:13:37 AM

DNR

Signed: 1/22/2025 11:13:41 AM

Security Level: Email, Account Authentication (None)

Using IP Address: 35.150.119.172

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kirk Russell

kirk.russell@state.co.us

CWCB, Finance Section Chief

Security Level: Email, Account Authentication (None)

Sent: 1/22/2025 11:13:42 AM

Viewed: 1/24/2025 6:54:41 AM

Signed: 1/24/2025 7:18:20 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 64.17.17.172

Electronic Record and Signature Disclosure:

Accepted: 1/24/2025 6:54:41 AM

ID: 0cd34ce2-ec19-497c-90ae-514a5f33edd9

Kaylee Salazar

Completed

Sent: 1/24/2025 7:18:21 AM

kaylee.salazar@state.co.us

Viewed: 1/24/2025 8:21:03 AM

Security Level: Email, Account Authentication (None)

Using IP Address: 174.201.12.131

Signed: 1/24/2025 8:25:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ion Cotsapas

dnr_edo_allcontroller@state.co.us

DNR Procurement Director

DNR Procurement Director

Security Level: Email, Account Authentication (None)

Sent: 1/24/2025 8:25:42 AM

Viewed: 1/24/2025 12:51:26 PM

Signed: 1/24/2025 12:51:29 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.162.159.117

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2025 1:40:26 PM
Certified Delivered	Security Checked	1/24/2025 12:51:26 PM
Signing Complete	Security Checked	1/24/2025 12:51:29 PM
Completed	Security Checked	1/24/2025 12:51:29 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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:

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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.

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- 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..

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- 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.