



COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

Logan Tower Bldg – Suite 620, 1580 Logan Street, Denver, Colorado 80203-1942
303/830-1550 • Fax 303/832-8205 • info@cwrpda.com

November 17, 2016

Rick Brinkman
City of Grand Junction
250 N. 5th Street
Grand Junction, CO, 81501

**RE: Colorado Water Resources and Power Development Authority (the “Authority”)
Drinking Water Revolving Fund (DWRF) Direct Loan
City of Grand Junction (the “City”)**

Dear Mr. Brinkman:

We are pleased to inform you that the City of Grand Junction’s direct loan through the DWRF has been executed. The City’s loan, in the principal amount of \$1,615,100, was executed on November 17, 2016. The project consists of replacing the underdrain, air scour equipment, and filter system at the City’s Water Treatment Plant, and includes additional facility upgrades and improvements.

1. Executed Loan Agreement
2. Executed copy of Governmental Agency Bond
3. Opinion of Governmental Agency General Counsel
4. Opinion of Governmental Agency Bond Counsel

The SRF program is interested in gaining feedback about your experience during the loan execution process. We would appreciate your time to complete a Customer Satisfaction Survey regarding your experience during the loan approval leading up to loan execution. The SRF program will use your responses and comments to identify strengths, target areas for improvement, and evaluate process improvements to better serve your needs. Please take a moment to fill out our survey at the following website: <http://goo.gl/forms/JKkU7jjgNc>.

Please call me at (303) 830-1550, extension 1012 or email wwilliams@CWRPDA.com with any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Wesley Williams'.

Wesley Williams
Senior Financial Analyst

Enclosures:

cc: Senator Ray Scott, District 7, Letter Only
Representative Daniel Thurlow, District 55, Letter Only
Matthew Gray, (via email)
David K. Lucas, (via email)
John P. Shaver, (via email)
Randi Johnson-Hufford, WQCD (via email)
Karl Ohlsen, CHP (via email)



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MEMORANDUM

November 17, 2016

TO: City of Grand Junction - Loan Number #D16F376
FROM: Wesley Williams, Senior Financial Analyst
RE: Procedures
Drinking Water Revolving Fund – Direct Loan

This memo deals with the procedural aspects of requisitions, loan repayments, and your audit. Any staff member who has responsibility for requisitions, loan repayments, or your annual audit would benefit from receiving a copy of this memo. If you have questions as you review these procedures, please do not hesitate to call Wesley Williams (Ext. 1012) at (303) 830-1550.

Please reference the above loan number on all correspondence and questions to the Colorado Water Resources and Power Development Authority.

REQUISITIONS

1. Enclosed with this memo is a "Form of Requisition" (Exhibit G) that should be used to request a cash disbursement from your Loan. Requisitions with the required attachments should be sent to your project administrator at the Colorado Department of Public Health & Environment (CDPHE) for approval, using the email, physical address, or fax listed below.

Cdphe_grantsandloans@state.co.us (preferred method)

Colorado Department of Public Health & Environment
Water Quality Control Division OA-B2
Attn: GLU Program Assistant
4300 Cherry Creek Drive South
Denver CO 80246-1530

Fax: 303-782-0390

2. Requisitions approved by CDPHE are sent to the Authority for payment.
3. Completed requisitions received by the Authority will be forwarded to, and paid by the Custodian within the week.

LOAN REPAYMENTS

4. Loan repayments are required to be sent electronically per Section 3.03 (c) of the Loan Agreement. Loan repayments should be wired directly to the Custodian:

BBK:	U.S. Bank N.A.
ABA No.:	091000022
A/C No.:	104792954745
BNF:	USBANK Trust NA
OBI:	14878100

Use the following instructions for the ACH method of Loan Repayments

BBK:	U.S. Bank N.A.
ABA No.:	091000022
A/C No.:	104792954745
BNF:	USBANK Trust NA
OBI:	14878100

5. Loan repayments are due on or before the 1st of the month indicated on the repayment schedule. The repayment schedule is found in Exhibit C of the Loan Agreement, and a copy is attached to this memo.
6. Approximately one month prior to a loan repayment date, you will receive a reminder notice in the mail.

AUDIT REQUIREMENTS

7. Under Section 2.02 (n) of the Loan Agreement, annual audited financial statements or the Exemption for Audit Form must be submitted to the Authority within 210 days of the close of the fiscal year.
8. Under Section 2.02 (n) of the Loan Agreement, the Governmental Agency's System Records or General Records are audited annually by an independent accountant, then it shall furnish a copy of such annual audit(s) including all written comments and recommendations of the accountant preparing the audit to the Authority within 210 days of the close of the fiscal year audited, and the Governmental Agency shall cause its independent auditor to file with the Authority a report to the effect that the Governmental Agency is not in default of its:
 1. Rate Covenant. See Exhibit A of the Loan Agreement.
 2. Operations and Maintenance Reserve Fund Covenant. See Exhibit F of the Loan Agreement.
 3. Lien Representation. See Exhibit F of the Loan Agreement.
 4. Additional Bonds. See Exhibit F of the Loan Agreement.

SINGLE AUDIT

This loan from the Colorado Water Resources and Power Development Authority (Authority) has created in the Drinking Water Revolving Fund a Project Loan Account for this Project from which the Costs of the Project shall be paid. The grant funds, if applicable, will be identified by the Catalog of Federal Domestic Assistance (CFDA) number 66.468, which is assigned to the Drinking Water Revolving Fund.

The Authority will track the grant funds, if applicable, and will provide you with a letter after each calendar year end that contains federal grant disbursements, if applicable, to you for the year. The information contained in this letter should assist you in reconciling the grant expenditures to be included in the Single Audit, if required.

ACCOUNTING ISSUES RELATED TO YOUR LOAN

When you record this loan transaction, we suggest you consider the following issues.

9. Although the process requires you to make requisitions to obtain the loan proceeds, the loan should not be accounted for as a construction loan. Rather, upon executing your loan agreement, you became responsible for the entire principal balance.
10. You may wish to consult with your auditors on how to record the cash/investment balance of unexpended loan proceeds.

Please forward this letter to your auditor. If you or your auditor has a question concerning these requirements, please feel free to call Justin Noll (Ext. 1019), or Claudia Walters (Ext. 1020) at (303) 830-1550.

Enclosures: Exhibit C -- Loan Repayment Schedule
Exhibit G -- Form of Requisition

EXHIBIT C
DRINKING WATER REVOLVING FUND
LOAN REPAYMENT SCHEDULE
CITY OF GRAND JUNCTION, COLORADO

Loan Number: #D16F376

On or before the first of each date, commencing on May 1, 2017 the
Governmental Agency shall pay the amount set forth below:

LOAN DATE:	11/17/16
LOAN AMOUNT:	\$1,615,100
INTEREST RATE:	2.00%
TERM (YEARS):	20

INTEREST DATE: 04/01/17

PAYMENT DATES	PAYMENT	PRINCIPAL	REMAINING PRINCIPAL	CALCULATED INTEREST
			\$1,615,100.00	
5/1/2017	\$8,198.14	\$5,506.31	\$1,609,593.69	\$2,691.83
11/1/2017	\$50,044.84	\$33,948.90	\$1,575,644.79	\$16,095.94
5/1/2018	\$50,044.84	\$34,288.39	\$1,541,356.40	\$15,756.45
11/1/2018	\$50,044.84	\$34,631.28	\$1,506,725.12	\$15,413.56
5/1/2019	\$50,044.84	\$34,977.59	\$1,471,747.53	\$15,067.25
11/1/2019	\$50,044.84	\$35,327.36	\$1,436,420.17	\$14,717.48
5/1/2020	\$50,044.84	\$35,680.64	\$1,400,739.53	\$14,364.20
11/1/2020	\$50,044.84	\$36,037.44	\$1,364,702.09	\$14,007.40
5/1/2021	\$50,044.84	\$36,397.82	\$1,328,304.27	\$13,647.02
11/1/2021	\$50,044.84	\$36,761.80	\$1,291,542.47	\$13,283.04
5/1/2022	\$50,044.84	\$37,129.42	\$1,254,413.05	\$12,915.42
11/1/2022	\$50,044.84	\$37,500.71	\$1,216,912.34	\$12,544.13
5/1/2023	\$50,044.84	\$37,875.72	\$1,179,036.62	\$12,169.12
11/1/2023	\$50,044.84	\$38,254.47	\$1,140,782.15	\$11,790.37
5/1/2024	\$50,044.84	\$38,637.02	\$1,102,145.13	\$11,407.82
11/1/2024	\$50,044.84	\$39,023.39	\$1,063,121.74	\$11,021.45
5/1/2025	\$50,044.84	\$39,413.62	\$1,023,708.12	\$10,631.22
11/1/2025	\$50,044.84	\$39,807.76	\$983,900.36	\$10,237.08
5/1/2026	\$50,044.84	\$40,205.84	\$943,694.52	\$9,839.00
11/1/2026	\$50,044.84	\$40,607.89	\$903,086.63	\$9,436.95
5/1/2027	\$50,044.84	\$41,013.97	\$862,072.66	\$9,030.87
11/1/2027	\$50,044.84	\$41,424.11	\$820,648.55	\$8,620.73
5/1/2028	\$50,044.84	\$41,838.35	\$778,810.20	\$8,206.49
11/1/2028	\$50,044.84	\$42,256.74	\$736,553.46	\$7,788.10
5/1/2029	\$50,044.84	\$42,679.31	\$693,874.15	\$7,365.53
11/1/2029	\$50,044.84	\$43,106.10	\$650,768.05	\$6,938.74
5/1/2030	\$50,044.84	\$43,537.16	\$607,230.89	\$6,507.68
11/1/2030	\$50,044.84	\$43,972.53	\$563,258.36	\$6,072.31
5/1/2031	\$50,044.84	\$44,412.26	\$518,846.10	\$5,632.58
11/1/2031	\$50,044.84	\$44,856.38	\$473,989.72	\$5,188.46
5/1/2032	\$50,044.84	\$45,304.94	\$428,684.78	\$4,739.90
11/1/2032	\$50,044.84	\$45,757.99	\$382,926.79	\$4,286.85
5/1/2033	\$50,044.84	\$46,215.57	\$336,711.22	\$3,829.27
11/1/2033	\$50,044.84	\$46,677.73	\$290,033.49	\$3,367.11
5/1/2034	\$50,044.84	\$47,144.51	\$242,888.98	\$2,900.33
11/1/2034	\$50,044.84	\$47,615.95	\$195,273.03	\$2,428.89
5/1/2035	\$50,044.84	\$48,092.11	\$147,180.92	\$1,952.73
11/1/2035	\$50,044.84	\$48,573.03	\$98,607.89	\$1,471.81
5/1/2036	\$50,044.84	\$49,058.76	\$49,549.13	\$986.08
11/1/2036	\$50,044.62	\$49,549.13	\$0.00	\$495.49
Total	\$1,959,946.68	\$1,615,100.00		\$344,846.68

EXHIBIT G
DWRF Form of Requisition

THE CITY OF GRAND JUNCTION, COLORADO (the "Governmental Agency")

Please submit to the following addresses:

Email To: cdphe_grantsandloans@state.co.us (preferred method)

Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Randi Johnson-Hufford
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager randi.johnson-hufford@state.co.us

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on November 17, 2016. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No _____.
2. The amount requisitioned hereunder is _____.
3. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____.
4. The payee of the requisitioned amount is _____.
5. The manner of payment to the payee is to be wire transferred to:

Bank:
ABA No.:
Account No.:
Account Name:
Contact:
6. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.
7. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Drinking Water Revolving Fund**.

8. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.
9. Estimate of total project completion percentage: _____%
10. **The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.**
11. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

CITY OF GRAND JUNCTION, COLORADO

By: _____.

Title: _____ & Authorized Officer

Print Name: _____

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

1. The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Drinking Water Revolving Fund** Project Account.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by _____

Dated: _____

DRINKING WATER REVOLVING FUND

LOAN AGREEMENT

BETWEEN

**COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY**

AND

CITY OF GRAND JUNCTION, COLORADO

DATED

November 17, 2016

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of this 17th day of November 2016, by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **CITY OF GRAND JUNCTION, COLORADO** (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States, pursuant to the federal Safe Drinking Water Act of 1996, assists state and local participation in the financing of the costs of drinking water system projects and said federal Drinking Water Act requires each state to establish a drinking water revolving fund to be administered by an instrumentality of the State.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated certain water resource projects, and to finance the cost thereof;

WHEREAS, Section 37-95-107.8, Colorado Revised Statutes, has created a Drinking Water Revolving Fund to be administered by the Authority;

WHEREAS, the Authority has determined to loan certain sums to governmental agencies in Colorado to finance all or a portion of the costs of certain water resource projects;

WHEREAS, the Colorado Legislature has approved a Project Eligibility List that includes the water resource project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Governmental Agency has made timely application to the Drinking Water Revolving Fund for a loan to finance a portion of the cost of a certain water resource project, and the Authority has approved the Governmental Agency's application for a loan from available funds in the Drinking Water Revolving Fund in an amount not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance all or a portion of the cost of such project;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan from the Authority;

NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"**Act**" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"**Authority**" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"**Authorized Officer**" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"**Commencement Date**" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"**Cost**" means those costs that are eligible to be funded from draws under the Federal Capitalization Agreement capitalizing the Drinking Water Revolving Fund and are reasonable, necessary and allocable to the Project and are permitted by generally accepted accounting principles to be costs of the Project.

"**Custodian**" means Wells Fargo Bank National Association, or any successor appointed by the Authority as custodian of the direct loan portion of the Drinking Water Revolving Fund.

"**Event of Default**" means any occurrence or event specified in Section 5.01 hereof.

"**Federal Capitalization Agreement**" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.)

"**Governmental Agency**" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"**Governmental Agency Bond**" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the amount of the loan commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Governmental Agency shall issue and deliver the Governmental Agency Bond.

"Loan Repayments" means the payments payable by the Governmental Agency pursuant to Section 3.03 of this Loan Agreement, including payments payable under the Governmental Agency Bond.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof. If the Loan is prepaid in its entirety pursuant to Section 3.06, the Loan Term shall automatically terminate.

"Pledged Property" means the source of repayment described in Paragraph (3) of Exhibit A to this Loan Agreement attached hereto and made a part hereof.

"Prime Rate" means the prevailing commercial interest rate announced by the Wall Street Journal from time to time, or, if the Wall Street Journal ceases announcing a prime rate, shall be the prevailing commercial interest rate announced by Citibank, N.A. as its prime lending rate.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Drinking Water Revolving Fund.

"System" means the water system of the Governmental Agency, described in Paragraph (2) of Exhibit A, including the Project, described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, for which the Governmental Agency is making the borrowing under this Loan Agreement, as such System may be modified, replaced, or expanded from time to time.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate, and maintain the System, other than licenses and permits relating to the construction and acquisition of the Project that the Governmental Agency expects to receive in the ordinary course of business; to carry on its activities relating thereto; and to undertake and complete the Project. The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the drinking water project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing body approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's application for the Loan or otherwise that materially adversely affects the properties, activities, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court, or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the properties, activities, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of (i) this Loan Agreement and the Governmental Agency Bond and (ii) any ordinance, resolution or indenture that authorized outstanding debt obligations of the Governmental Agency that are at parity with, or superior to, the Governmental Agency Bond as to lien on, and source and security for, payment thereon from the Pledged Property) to which the Governmental Agency is a party or by which the Governmental Agency, the System, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, the System, or the properties or operations of the Governmental Agency, are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, the System, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental body or officer) for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. Other than those relating to the construction and acquisition of the Project, which the Governmental Agency expects to receive in the ordinary course of business, no consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained (or that is not reasonably expected to be obtained) is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(ii) has obtained all licenses, permits, franchises, or other governmental authorizations presently necessary for the ownership of its property, or for the conduct of its activities that, if not obtained, would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition

(financial or otherwise) of the Governmental Agency or the System (other than licenses, permits, franchises or other governmental authorizations relating to the construction and acquisition of the Project that the Governmental Agency expects to receive in the ordinary course of business)..

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02. Particular Covenants of the Governmental Agency.

(a) Pledge of Source of Repayment.

The Governmental Agency irrevocably pledges and grants a lien upon the source of repayment described in Paragraph (3) of Exhibit A for the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement and the Governmental Agency Bond according to their respective terms.

(b) Performance Under Loan Agreement.

The Governmental Agency covenants and agrees to maintain the System in good repair and operating condition; to cooperate with the Authority in the observance and performance of the respective duties, covenants, obligations and agreements of the Governmental Agency and the Authority under this Loan Agreement; and, to comply with the covenants described in the Exhibits to this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefor.

The Governmental Agency covenants and agrees to exercise its best efforts in accordance with prudent water utility practice to complete the Project and to provide from the Pledged Property or other sources available to it all moneys, in excess of the total amount of loan proceeds it receives under the Loan, required to complete the Project.

(d) Disposition of the System.

Other than facilities that the Governmental Agency determines are no longer necessary for the operations of the System, during the Loan Term, the Governmental Agency shall not sell, lease, abandon, or otherwise dispose of, all or substantially all, or any substantial portion, of the System or any other system that provides revenues to provide for the payment of this Loan Agreement or the Governmental Agency Bond, except on ninety (90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the following conditions are met: (i) the Governmental Agency shall assign this Loan Agreement in accordance with Section 4.02 hereof and its rights and interests hereunder to the purchaser or lessee of the System, and such purchaser or lessee shall expressly assume all duties, covenants, obligations, and agreements of the Governmental Agency under this Loan Agreement in writing; and (ii) the Authority shall by appropriate action determine that such sale,

lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations, and agreements under the Act, the Federal Clean Water Act, the Safe Drinking Water Act, or any agreement between the Authority or the State of Colorado relating to any capitalization grant received by the Authority or the State of Colorado under the Federal Clean Water Act or the Safe Drinking Water Act, and in its sole discretion, approve such sale, lease, abandonment, or other disposition.

(e) Inspections; Information.

The Governmental Agency shall permit the Authority to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of, any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith. In addition, the Governmental Agency shall provide the Authority with copies of any official statements or other forms of offering prospectus relating to any other bonds, notes, or other indebtedness of the Governmental Agency secured from the Pledged Property and issued after the date of this Loan Agreement. At the discretion of the Authority, the Governmental Agency may be required to provide unaudited quarterly financial reports to the Authority.

(f) Cost of Project.

The Governmental Agency certifies that the Estimated Cost of the Project, as listed in Paragraph (3) of Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation, and that upon direction of the Authority it shall supply the Authority with a certificate from its engineer stating that such cost is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project, and other money that would, absent the Loan, have been used to pay the Estimated Cost of the Project.

(g) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Drinking Water Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.

(h) Advertising.

The Governmental Agency agrees not to advertise the Project for bids until plans and specifications for the Project, if such plans and specifications require approval, have been approved by the State Department of Public Health and Environment.

(i) Commencement of Construction.

Within twelve (12) months after the Loan Closing, the Governmental Agency shall initiate construction of the Project.

(j) Interest in Project Site.

As a condition of the Loan, the Governmental Agency will demonstrate to the satisfaction of the Authority before advertising for bids for construction that the Governmental Agency has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

(k) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(l) Operation and Maintenance of System.

The Governmental Agency covenants and agrees that it shall, in accordance with prudent water utility practice: (i) at all times operate the properties of its System and any business in connection therewith in an efficient manner; (ii) maintain its System in good repair, working order and operating condition; (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements with respect to its System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Governmental Agency to expend any funds that are derived from sources other than the operation of its System or other receipts of such System that are not pledged under subsection (a) of this Section 2.02, and provided further that nothing herein shall be construed as preventing the Governmental Agency from doing so.

(m) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts for its System (the "System Records"). Such System Records shall be maintained in accordance with generally accepted accounting principles and System Records and general records shall be made available for inspection by the Authority at any reasonable time.

(n) Audits.

(i) If the Governmental Agency's System Records or General Records are audited annually by an independent accountant, then it shall furnish a copy of such annual audit(s) including all written comments and recommendations of the accountant preparing the audit to the Authority within 210 days of the close of the fiscal year audited, and the Governmental Agency shall cause its independent auditor to file with the Authority a report to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (4) of Exhibit A; Operations and Maintenance Reserve Fund Covenant, Paragraph (4) of Exhibit F; or Lien Representation, Paragraph (3) of Exhibit F under this Loan Agreement, which report may be a part of the annual audit or a separate document.

(ii) If the Governmental Agency's annual revenues are less than \$100,000, and the Governmental Agency elects in accordance with state law to file a short form audit exemption in lieu of performing an annual audit, then it shall provide the Authority a copy of the Exemption from Audit Form completed by a person skilled in governmental accounting practices, together with a report, also completed by a person skilled in governmental accounting practices, to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (4) of Exhibit A; Operations and Maintenance Reserve Fund Covenant, Paragraph (4) of Exhibit F; or Lien Representation, Paragraph (3) of Exhibit F under this Loan Agreement within 210 days of the close of the fiscal year.

(iii) If the Governmental Agency's annual revenues for any fiscal year commencing on or after January 1, 2004, but prior to January 1, 2015, are more than \$100,000, but less than \$500,000, and the Governmental Agency elects in accordance with state law to file a long form audit exemption in lieu of performing an annual audit, then it shall provide the Authority a copy of the Exemption from Audit Form completed by an independent accountant with knowledge of governmental accounting practices, together with a report, also completed by an independent accountant with knowledge of governmental accounting practices, to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (4) of Exhibit A; Operations and Maintenance Reserve Fund Covenant, Paragraph (4) of Exhibit F; or Lien Representation, Paragraph (3) of Exhibit F under this Loan Agreement within 210 days of the close of the fiscal year.

(iv) If the Governmental Agency's annual revenues for any fiscal year commencing on or after January 1, 2015, are more than \$100,000, but less than \$750,000, and the Governmental Agency elects in accordance with state law to file a long form audit exemption in lieu of performing an annual audit, then it shall provide the Authority a copy of the Exemption from Audit Form completed by an independent accountant with knowledge of governmental accounting practices, together with a report, also completed by an independent accountant with knowledge of governmental accounting practices, to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (4) of Exhibit A; Operations and Maintenance Reserve Fund Covenant, Paragraph (4) of Exhibit F; or Lien Representation, Paragraph (3) of Exhibit F under this Loan Agreement within 210 days of the close of the fiscal year.

(o) Insurance.

During the Loan Term, the Governmental Agency shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage, or destruction of its System, at least to the extent that similar insurance is usually carried by utilities constructing, operating, and maintaining utility system facilities of the nature of the System, including liability coverage. Nothing herein shall be deemed to preclude the Governmental Agency from asserting against any party, other than the Authority, a defense that may be available to the Governmental Agency, including, without limitation, a defense of sovereign immunity.

(p) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to make all Loan Repayments from the Pledged Property, or its ability to otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(q) Hiring Requirements.

The Governmental Agency agrees to comply with the requirements found at Title 8, Article 17, and Title 8, Article 17.5, Colorado Revised Statutes.

(r) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

(s) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the term of this Loan Agreement; provided that the Governmental Agency can provide no ongoing assurances regarding representations with respect to matters that are outside of its control.

(t) Capacity Development.

The Governmental Agency covenants to maintain its technical, financial, and managerial capability to ensure compliance with the requirements of the Safe Drinking Water Act of 1996 under Section 1452(a)(3)(A)(i).

(u) Archeological Artifacts.

In the event that archeological artifacts or historical resources are unearthed during construction excavation of the Project, if any, the Governmental Agency shall stop or cause to be stopped, construction activities and will notify the State Historic Preservation Office and the Authority of such unearthing.

ARTICLE III

LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the initial Loan Repayment; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

SECTION 3.02. Disbursement of the Loan. The Authority has created in the Drinking Water Revolving Fund a Project Loan Account for this Project from which the Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a requisition executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment, in the form set forth in Exhibit G; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in this Loan Agreement.

SECTION 3.03. Amounts Payable.

(a) The Governmental Agency shall repay the principal due on the Loan **semi-annually on May 1st and November 1st** in accordance with the schedule set forth on Exhibit C attached hereto and made a part hereof, as the same may be amended or modified, commencing on the Loan Repayment Commencement Date set forth in Paragraph (8) of Exhibit B.

The Governmental Agency shall execute the Governmental Agency Bond to evidence its obligations to make Loan Repayments and the obligations of the Governmental Agency under the Governmental Agency Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment shall be deemed to be a credit against the corresponding obligation of the Governmental Agency under this Section 3.03 and shall fulfill the Governmental Agency's obligation to pay such amount hereunder and under the Governmental Agency Bond. Each payment made pursuant to this Section 3.03 shall be applied to the payment of principal as set forth in Exhibit C.

(b) In addition to the payments required by subsection (a) of this Section 3.03, the Governmental Agency shall pay a late charge for any payment that is received by the Authority later than the tenth (10th) day following its due date, in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; provided, however, that such late charge shall not be in excess of the maximum rate permitted by law as of the date hereof.

(c) Loan Repayments pursuant to this Section 3.03 shall be made by electronic means (either by bank wire transfer or by Automated Clearing House "ACH" transfer).

SECTION 3.04. Unconditional Obligations. The Loan Repayments and all other payments required hereunder are payable solely from the Pledged Property. The obligation of the Governmental Agency to make the Loan Repayments and all other payments required hereunder shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments due under this Loan Agreement remain unpaid regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Colorado or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement or any rights of set-off, recoupment, abatement or counterclaim that the Governmental Agency might otherwise have against the Authority or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 3.05. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.06. Option to Prepay Loan Repayments. The Governmental Agency may prepay the Loan Repayments, in whole or in part without penalty upon prior written notice (unless otherwise waived by the Authority) of not less than thirty (30) days. Prepayments shall be applied first to accrued interest and then to principal on the Loan. The Authority will amend Exhibit C to reflect any prepayment of the principal amount of the Loan.

SECTION 3.07. Source of Payment of Governmental Agency's Obligations. The Authority and the Governmental Agency agree that the amounts payable by the Governmental Agency under this Loan Agreement, including, without limitation, the amounts payable by the Governmental Agency pursuant to Section 3.03, Section 3.05, Section 3.06, and Section 5.04 of

this Loan Agreement are payable solely from the Pledged Property, and are not payable from any other source whatsoever; provided, however, that the Governmental Agency at its option, may elect to make payment from any source available to it.

SECTION 3.08. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Governmental Agency will cause to be delivered to the Authority each of the following items:

(a) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority;

(b) an opinion of the Governmental Agency's Bond Counsel substantially in the form set forth in Exhibit E-2 hereto. Such opinion must be rendered by Bond Counsel listed in the Directory of Bond Counsel published by the Bond Buyer (the "Red Book");

(c) executed counterparts of this Loan Agreement;

(d) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency; and

(e) such other certificates, documents, opinions, and information as the Authority may require.

Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

SECTION 3.08. Limited Recourse. No recourse shall be had for the payment of the principal of or interest on the Governmental Agency Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Loan Agreement against any past, present or future officer, employee or agent of the Governmental Agency, or of any successor public corporation, as such, either directly or through the Governmental Agency or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the Governmental Agency's execution of this Loan Agreement and the issuance of the Governmental Agency Bond.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment and Transfer by Authority. The Governmental Agency expressly acknowledges that other than the right, title, and interest of the Authority under Section 3.05, Section 5.04, and Section 5.07, all right, title, and interest of the Authority in, to, and under this Loan Agreement and the Governmental Agency Bond, including, without limitation, the right to receive payments required to be made by the Governmental Agency hereunder, and to compel or otherwise enforce observance and performance by the Governmental Agency of its other duties, covenants, obligations, and agreements hereunder, may be transferred, assigned, and reassigned in whole or in part by the Authority at its sole discretion to one or more assignees or subassignees at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Governmental Agency.

The Authority shall retain the right to compel or otherwise enforce observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under Section 3.05 and Section 5.04.

SECTION 4.02. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under this Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Safe Drinking Water Act.

No assignment shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement, and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due, which failure shall continue for a period of thirty (30) days;

(b) failure by the Governmental Agency to make, or cause to be made, any required payments of interest and principal, redemption premium, if any, and interest on any bonds, notes, or other obligations of the Governmental Agency for borrowed money (other than the Loan and the Governmental Agency Bond), after giving effect to the applicable grace period, the payments of which are secured by the Pledged Property;

(c) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement other than as referred to in Paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(e) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney's Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan Repayments or any other sum due hereunder, or in the enforcement of the performance or observation of any other duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 hereof shall be applied (a) first, to pay any attorney's fees, or other fees and expenses owed by the Governmental Agency pursuant to Section 5.04 hereof, (b) second, to pay principal due and payable on the Loan, and (c) third, to pay any other amounts due and payable under this Loan Agreement.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.07. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Governmental Agency at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Governmental Agency to the Authority pursuant to Section 5.04, Section 3.03, and Section 3.05 hereof.

SECTION 5.08. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 Logan Street, Suite 620
Denver, Colorado 80203
Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1, C.R.S., Title 11, Article 57, Part 2, C.R.S (the "Supplemental Act"), and the Governmental Agency's Charter, and shall so recite in the Governmental Agency Bond. Pursuant to § 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value.


IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: 
Executive Director

ATTEST:

By: 
Assistant Secretary



CITY OF GRAND JUNCTION, COLORADO

By: 
President of City Council

ATTEST:

By: 
City Clerk

EXHIBIT A

(1) **Description of the Project**

The project consists of replacing the underdrain, air scour equipment, and filter system at the City's Water Treatment Plant, and includes additional facility upgrades and improvements.

(2) **Description of the System**

"*System*" means all of the Governmental Agency's water facilities and properties, now owned or hereafter acquired, whether situated within or without the Governmental Agency's boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements, or additions thereof or thereto, which facilities and properties are used exclusively for the Governmental Agency's water activity enterprise.

(3) **Pledged Property**

The Pledged Property shall consist of Net Revenues, as defined below:

"*Net Revenue*" for any period means the Gross Revenues (as defined in this paragraph (4) of Exhibit A of this loan agreement) during such period less Operation and Maintenance Expenses (as defined in this paragraph (4) of Exhibit A of this loan agreement).

"*Gross Revenues*" means all income and revenues directly or indirectly derived by the Governmental Agency from the operation and use of the System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees,) and charges for the services furnished by, or for the use of, the System, and all income attributable to any past or future dispositions of property or rights, or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, and including investment income accruing from such moneys; provided however, that there shall be excluded from Gross Revenues: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Notwithstanding anything contained above, amounts deposited in a rate stabilization account shall not be deemed Gross Revenues in the calendar year deposited

and amounts withdrawn from the rate stabilization account shall be deemed Gross Revenues in the year withdrawn.

“*Capital Improvements*” means the acquisition of land, easements, facilities and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by, or in connection with, the System.

“*Operation and Maintenance Expenses*” means all reasonable and necessary current expenses of the Governmental Agency, paid or accrued, for operating, maintaining and repairing the System, including without limitation legal and overhead expenses of the Governmental Agency directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property taxes.

(4) **Rate Covenant**

During the Loan Term, the Governmental Agency shall establish and collect such rates, fees, and charges for the use or the sale of the products and services of the System as, together with other moneys available therefor, are expected to produce Gross Revenues (as defined in Paragraph (3) of this Exhibit A to this Loan Agreement) for each calendar year that will be at least sufficient for such calendar year to pay the sum of:

(a) all amounts estimated to be required to pay Operation and Maintenance Expenses (as defined in Paragraph (3) of this Exhibit A of this Loan Agreement) during such calendar year;

(b) 110% of the debt service coming due during the calendar year on: (i) the Governmental Agency Bond, and (ii) any other obligations secured by a lien on the Pledged Property which lien is on a parity with the lien of this Loan Agreement on the Pledged Property, in each case computed as of the beginning of such calendar year (except to the extent the Governmental Agency has by binding resolution committed reserves to the payment of such debt service);

(c) the amount, if any, to be paid during such calendar year into any debt service reserve account in connection with any obligations secured by a lien on the Pledged Property which lien is on a parity with the lien of this Loan Agreement on the Pledged Property;

(d) all debt service coming due during the calendar year on any obligations secured by a lien on the Pledged Property which lien is subordinate to the lien of this Loan Agreement on the Pledged Property computed as of the beginning of such calendar year; and

(e) amounts necessary to pay and discharge all charges and liens or other indebtedness not described above payable out of the Gross Revenues during such calendar year.

EXHIBIT B

DESCRIPTION OF THE LOAN

- (1) Commencement Date: November 17, 2016
- (2) Name and Address of Governmental Agency:
City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
- (3) Estimated Cost of the Project: \$1,772,500
- (4) Maximum Principal Amount of Loan Commitment: \$1,615,100
- (5) Loan Term: 20 years
- (6) Interest Rate: 2% annually
- (7) Authorized Officers:
Greg Lanning, Public Works Director
Rick Brinkman, Water System Manager
- (8) Loan Repayment Commencement Date: May 1, 2017
- (9) Execution Date: November 17, 2016

EXHIBIT C
DRINKING WATER REVOLVING FUND
LOAN REPAYMENT SCHEDULE
CITY OF GRAND JUNCTION, COLORADO

Loan Number: #D16F376

On or before the first of each date, commencing on May 1, 2017 the
Governmental Agency shall pay the amount set forth below:

LOAN DATE:	11/17/16	INTEREST DATE:	04/01/17
LOAN AMOUNT:	\$1,615,100		
INTEREST RATE:	2.00%		
TERM (YEARS):	20		

PAYMENT DATES	PAYMENT	PRINCIPAL	REMAINING PRINCIPAL	CALCULATED INTEREST
			\$1,615,100.00	
5/1/2017	\$8,198.14	\$5,506.31	\$1,609,593.69	\$2,691.83
11/1/2017	\$50,044.84	\$33,948.90	\$1,575,644.79	\$16,095.94
5/1/2018	\$50,044.84	\$34,288.39	\$1,541,356.40	\$15,756.45
11/1/2018	\$50,044.84	\$34,631.28	\$1,506,725.12	\$15,413.56
5/1/2019	\$50,044.84	\$34,977.59	\$1,471,747.53	\$15,067.25
11/1/2019	\$50,044.84	\$35,327.36	\$1,436,420.17	\$14,717.48
5/1/2020	\$50,044.84	\$35,680.64	\$1,400,739.53	\$14,364.20
11/1/2020	\$50,044.84	\$36,037.44	\$1,364,702.09	\$14,007.40
5/1/2021	\$50,044.84	\$36,397.82	\$1,328,304.27	\$13,647.02
11/1/2021	\$50,044.84	\$36,761.80	\$1,291,542.47	\$13,283.04
5/1/2022	\$50,044.84	\$37,129.42	\$1,254,413.05	\$12,915.42
11/1/2022	\$50,044.84	\$37,500.71	\$1,216,912.34	\$12,544.13
5/1/2023	\$50,044.84	\$37,875.72	\$1,179,036.62	\$12,169.12
11/1/2023	\$50,044.84	\$38,254.47	\$1,140,782.15	\$11,790.37
5/1/2024	\$50,044.84	\$38,637.02	\$1,102,145.13	\$11,407.82
11/1/2024	\$50,044.84	\$39,023.39	\$1,063,121.74	\$11,021.45
5/1/2025	\$50,044.84	\$39,413.62	\$1,023,708.12	\$10,631.22
11/1/2025	\$50,044.84	\$39,807.76	\$983,900.36	\$10,237.08
5/1/2026	\$50,044.84	\$40,205.84	\$943,694.52	\$9,839.00
11/1/2026	\$50,044.84	\$40,607.89	\$903,086.63	\$9,436.95
5/1/2027	\$50,044.84	\$41,013.97	\$862,072.66	\$9,030.87
11/1/2027	\$50,044.84	\$41,424.11	\$820,648.55	\$8,620.73
5/1/2028	\$50,044.84	\$41,838.35	\$778,810.20	\$8,206.49
11/1/2028	\$50,044.84	\$42,256.74	\$736,553.46	\$7,788.10
5/1/2029	\$50,044.84	\$42,679.31	\$693,874.15	\$7,365.53
11/1/2029	\$50,044.84	\$43,106.10	\$650,768.05	\$6,938.74
5/1/2030	\$50,044.84	\$43,537.16	\$607,230.89	\$6,507.68
11/1/2030	\$50,044.84	\$43,972.53	\$563,258.36	\$6,072.31
5/1/2031	\$50,044.84	\$44,412.26	\$518,846.10	\$5,632.58
11/1/2031	\$50,044.84	\$44,856.38	\$473,989.72	\$5,188.46
5/1/2032	\$50,044.84	\$45,304.94	\$428,684.78	\$4,739.90
11/1/2032	\$50,044.84	\$45,757.99	\$382,926.79	\$4,286.85
5/1/2033	\$50,044.84	\$46,215.57	\$336,711.22	\$3,829.27
11/1/2033	\$50,044.84	\$46,677.73	\$290,033.49	\$3,367.11
5/1/2034	\$50,044.84	\$47,144.51	\$242,888.98	\$2,900.33
11/1/2034	\$50,044.84	\$47,615.95	\$195,273.03	\$2,428.89
5/1/2035	\$50,044.84	\$48,092.11	\$147,180.92	\$1,952.73
11/1/2035	\$50,044.84	\$48,573.03	\$98,607.89	\$1,471.81
5/1/2036	\$50,044.84	\$49,058.76	\$49,549.13	\$986.08
11/1/2036	\$50,044.62	\$49,549.13	\$0.00	\$495.49
Total	\$1,959,946.68	\$1,615,100.00		\$344,846.68

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **CITY OF GRAND JUNCTION, COLORADO** (the "Governmental Agency"), hereby promises to pay to the order of the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") the principal amount of One Million Six Hundred Fifteen Thousand One Hundred and 00/100 Dollars (\$1,615,100), or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement dated as of November 17, 2016, by and between the Authority and the Governmental Agency (the "Loan Agreement"), at the times and in the amounts determined as provided in the Loan Agreement, at two percent interest, and late charges on late payments as provided in Section 3.03 (b) of the Loan Agreement, payable on the dates and in the amounts determined as provided in the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is issued in consideration of the loan made thereunder (the "Loan") and to evidence the obligations of the Governmental Agency set forth in Section 3.03 thereof. This Governmental Agency Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement. The obligations of the Governmental Agency to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim, or recoupment by reason of any default by the Authority under the Loan Agreement, or under any other agreement between the Governmental Agency and the Authority, or out of any indebtedness or liability at any time owing to the Governmental Agency by the Authority, or for any other reason.

This Governmental Agency Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.06 of the Loan Agreement. The obligation of the Governmental Agency to make payments under the Loan Agreement and this Governmental Agency Bond is payable solely from the Pledged Property, except for reserves created in connection with the Loan.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency. The payment of this Governmental Agency Bond is not secured by an encumbrance, mortgage or other pledge of property except for such property and moneys pledged for the payment of the Governmental Agency Bond.

For the payment of this Governmental Agency Bond, the Governmental Agency shall enforce the Rate Covenant set forth in Paragraph (4) of Exhibit A to the Loan Agreement, shall promptly collect all revenues of the System, and shall take all necessary action to collect any revenues that are in default.

If an "Event of Default" as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Public Securities Act"), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this 17th day of November 2016.

(SEAL)



CITY OF GRAND JUNCTION,
COLORADO

ATTEST:

By: *Angie Harris*
President of City Council

By: *Stephanie Turner*
City Clerk

November 17, 2016

Colorado Water Resources and Power Development Authority

Gentlemen:

I am an attorney admitted to practice in the State of Colorado and I have acted as counsel to City of Grand Junction Colorado (hereinafter the "City") which has entered into a Loan Agreement (as hereinafter defined) with the Colorado Water Resources and Power Development Authority ("Authority" or the "Authority") and have acted as such in connection with the authorization execution and delivery by the City of its Loan Agreement and City Bond (as hereinafter defined).

In so acting I have examined the Constitution and laws of the State of Colorado and the Charter of the City. I have also examined originals or copies of the following:

- (a) The Loan Agreement, dated as of November 17, 2016 (the "Loan Agreement") by and between the Authority and the City;
- (b) The proceedings of the governing body of the City relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the City, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) The City Bond, dated as of November 17, 2016 (the "City Bond") issued by the City to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) The proceedings of the governing body of the City relating to the issuance of the City Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the City Bond are referred to herein collectively as the "Loan Documents");
- (e) All outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the City.

I have also examined and relied upon originals or copies of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below. Based upon the foregoing, I am of the opinion that:

- (1) The City is a "City" within the meaning of the Authority's enabling legislation and is a home rule municipality of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The City has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the City's governing body authorizing the City to undertake and complete the Project were duly and lawfully adopted and approved in accordance with the Charter and ordinances of the City and all applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorum(s) was(were) present and acting throughout and were published in accordance with applicable law.

(4) The proceedings of the City's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the City have been duly and lawfully adopted and approved in accordance with the Charter and ordinances of the City and all applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorum(s) was(were) present and acting throughout and were published in accordance with applicable law.

(5) To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the City, the observation and performance by the City of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the City or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the City is a party or by which it, the System, or its property or assets is bound.

(6) To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the City in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which I expect the City to receive in the ordinary course of business, have been obtained or made.

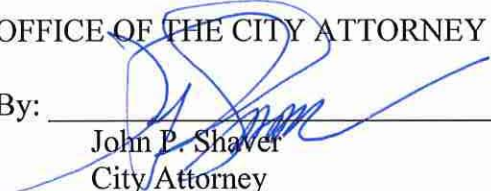
(7) To the best of my knowledge, after such investigation as I have deemed appropriate, except as disclosed in writing to the Authority, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) that (a) questions the creation, organization or

existence of the City; or the validity, legality or enforceability of the Loan Documents; or the undertaking or completion of the Project; or (b) if adversely determined, could materially adversely affect the financial position of the City; the ability of the City to perform its obligations under the Loan Documents; the security for the Loan Documents; or the transactions contemplated by the Loan Documents; or impair the ability of the City to maintain and operate its system.

This opinion is rendered on the basis of Federal law and State and local as enacted and construed on the date hereof. I express no opinion as to any matter not set forth herein. I hereby authorize Carlson, Hammond & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion for the specific and limited purpose of this transaction as if I had addressed this opinion to them in addition to you.

OFFICE OF THE CITY ATTORNEY

By: _____


John P. Shaver
City Attorney
250 North 5th Street
Grand Junction, CO 81501

SHERMAN & HOWARD

633 Seventeenth Street, Suite 3000, Denver, Colorado 80202-3622
Telephone: 303.297.2900 Fax: 303.298.0940 www.shermanhoward.com

November 17, 2016

Colorado Water Resources and
Power Development Authority

**City of Grand Junction, Colorado
Loan Agreement dated as of November 17, 2016, with the
Colorado Water Resources and Power Development Authority**

Ladies and Gentlemen:

We have acted as bond counsel to the City of Grand Junction, Colorado (the “Governmental Agency”), in connection with its authorization, execution and delivery of a Loan Agreement (the “Loan Agreement”) dated as of November 17, 2016, by and between the Governmental Agency and the Colorado Water Resources and Power Development Authority (the “Authority”) and its issuance to the Authority of a governmental agency bond (the “Bond”) in connection therewith, as authorized in an ordinance adopted by the City Council of the Governmental Agency on September 21, 2016. In such capacity, we have examined the Governmental Agency’s certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Loan Agreement. The Loan Agreement and the Bond are collectively referred to herein as the “Loan Documents.”

Regarding questions of fact material to our opinions, we have relied upon the Governmental Agency’s certified proceedings and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as bond counsel that:

1. The Governmental Agency is a “governmental agency” within the meaning of the Authority’s enabling legislation.

2. The Governmental Agency has full legal right and authority to execute the Loan Documents and to observe and perform its duties, covenants, obligations and agreements thereunder.

3. The Governmental Agency has pledged the Pledged Property for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Documents according to their respective terms, and the Loan Agreement creates a valid lien on such Pledged Property, but not an exclusive first lien. No filings or recordings are required under the Colorado Uniform Commercial Code in order to create a lien on the Pledged Property, and all actions have been taken as required by Section 11-57-208, Colorado Revised Statutes.

4. The Loan Documents have been duly authorized, executed and delivered by authorized officers of the Governmental Agency; and, assuming in the case of the Loan Agreement, that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Documents constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms.

5. The execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) because the System constitutes an enterprise under TABOR as of the date hereof. The performance of the obligations of the Governmental Agency under the Loan Documents is not subject to the limitations of TABOR as long as the System continues to qualify as an enterprise under TABOR. If the System ceases to qualify as an enterprise under TABOR, the Loan Documents will continue to constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms subject to the revenue and spending limitations of TABOR; provided, however, that if the System at any time ceases to qualify as an enterprise under TABOR, (a) the Governmental Agency may impose any increased fees, rates and charges of the System without voter approval; (b) all revenues of the System used to pay Loan Repayments are to be included in the Governmental Agency’s fiscal year spending limit under Section 7(d) of TABOR, except that creation of bonded debt increases fiscal year spending by the amount of debt service so funded and debt service changes and reductions are exceptions to, and not part of, the Governmental Agency’s revenue and spending base and limits; and (c) if the Governmental Agency is required to reduce spending in order to comply with its fiscal year spending limit under Section 7(b) of TABOR, the Governmental Agency will first be required to

reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Loan Documents.

The opinions expressed in this opinion letter are subject to the following:

The obligations of the Governmental Agency pursuant to the Loan Documents are subject to the application of equitable principles, to the reasonable exercise in the future by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado, and to the exercise by the United States of America of the powers delegated to it by the Federal Constitution, including without limitation, bankruptcy powers.

No opinion is expressed herein regarding the validity or enforceability of Section 3.05 of the Loan Agreement or any other provision thereof which purports to require the Governmental Agency to indemnify or hold any person harmless.

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with the Loan Documents or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Loan Documents.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or changes in law that may hereafter occur.

In connection with the execution and delivery of the Loan Documents, we have represented the Governmental Agency which is our sole client in this transaction. Delivery of this letter to you does not establish an attorney-client relationship between the Authority and this firm. In connection with the Loan, the Authority has been represented by Carlson, Hammond & Paddock, L.L.C., as General Counsel.

We hereby authorize Carlson, Hammond & Paddock, L.L.C. to rely on the legal conclusions expressed herein in its capacity as General Counsel to the Authority.

This opinion letter is furnished to you solely for your information and benefit in connection with the initial execution and delivery of the Loan Documents and may not be relied upon by you for any other purpose or relied upon by any other person (other than the Authority's General Counsel) without the prior written consent of this firm.

Respectfully submitted,

Sherman & Howard L.L.C.

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Rate Study.

In the event that Gross Revenue collected during a fiscal year is not sufficient to meet the requirements set forth in the Rate Covenant contained in Paragraph (1) of this Exhibit F to the Loan Agreement, the Governmental Agency shall, within 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees, and charges for the use of the System that, in the opinion of the firm conducting the study will be sufficient to provide Gross Revenue to be collected in the next succeeding fiscal year that will provide compliance with the Rate Covenant described in Paragraph (1) of this Exhibit F to this Loan Agreement. Such a study shall be delivered to the Authority. The Governmental Agency shall within six months of receipt of such study, adopt rates, fees, and charges for the use of the System, based upon the recommendations contained in such study, that provide compliance with said Rate Covenant. Notwithstanding the foregoing, the Authority may, from time to time, in its sole and absolute discretion and pursuant to such terms and restrictions it may specify, waive in writing the requirement that a rate study be performed by the Governmental Agency.

(2) Additional Bonds.

(a) Superior Lien Debt. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on the Pledged Property that is superior to the lien or charge of this Loan Agreement on the Pledged Property.

(b) Additional Parity Debt. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on the Pledged Property that is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that Net Revenues (as defined in paragraph 4. of Exhibit A to this Loan Agreement and subject to the next sentence) for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued is at least equal to the sum of (a) 110% of the maximum annual debt service of (i) this Loan Agreement and all outstanding obligations of the Governmental Agency payable out of, or secured by a lien or charge on the Pledged Property which is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, and (ii) such proposed obligations to be issued, and (b) 100% of the maximum annual debt service of all obligations payable out of, or secured by a lien or charge on the Pledged Property which, is subordinate to the lien or charge of this Loan Agreement on the Pledged Property. Net Revenues may be adjusted to reflect any rate increases prior to the issuance of such additional obligations by adding to the actual Net Revenues for such period an estimated sum equal to 100% of the estimated increase in Net Revenues which would have been realized during such period had such rate increase been in effect during all of such period.

(c) Refunded Debt. The Governmental Agency may issue refunding obligations payable out of, or secured by a lien or charge on the Pledged Property, without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year.

(d) Subordinated Debt. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on the Pledged Property that is subordinate to the lien or charge of this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued Net Revenues were at least 100% of the maximum annual debt service on all obligations payable out of, or secured by a lien or charge on the Pledged Property, which are outstanding during such period; provided, however, upon written request of the Governmental Agency the Authority may, in its sole and absolute discretion and without approval of the holders of the Authority Bonds, waive any requirements regarding the issuance by the Governmental Agency of obligations payable from the Pledged Property which are subordinate to the lien of this Loan Agreement.

(3) Lien Representation.

The Governmental Agency has disclosed the following bonds, notes or other evidence of indebtedness of the Governmental Agency issued, or contractual obligations incurred, having a lien on the Source of Repayment of equal rank with the lien and charge on the Source of Repayment of the Governmental Agency Bond: (1) Loan Agreement, dated as of April 1, 2002, by and between Authority and the Governmental Agency; (2) Loan Agreement, dated as of February 2, 2010, by and between the Authority and the Governmental Agency; and (3) Loan Contract with the Colorado Water Conservation Board executed by the Governmental Agency on July 18, 2016 (the "Parity Lien Obligations"). The Source of Repayment is free and clear of any pledge, lien, charge, or encumbrance thereon, or with respect thereto, other than that of the Parity Lien Obligations, that is of equal rank with the obligation of the Governmental Agency Bond. Further, the Source of Repayment is free and clear of any pledge, lien, charge, or encumbrance thereon, or with respect thereto, that is prior to the obligation of the Governmental Agency Bond.

(4) Operations and Maintenance Reserve Fund. The Governmental Agency shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the System as set forth in the annual budget for the current Fiscal Year but in no event greater than \$1,250,000. Said reserve may be in the form of unobligated fund balances or other unobligated cash or securities (i.e., capital reserves) or may be in a separate segregated fund and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System. If the operations and maintenance reserves fall below this requirement, the shortfall shall be made up in 24 substantially equal monthly installments beginning the second month after such shortfall or the date of delivery.

(5) Davis Bacon & Related Acts (DBRA). The Governmental Agency will comply with the requirements of the Davis Bacon & Related Acts, codified at 40 U.S.C. §§ 3140 through 3148.

(6) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(7) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(8) American Iron and Steel Requirement. The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014, (the "Appropriations Act") and related State Revolving Fund Policy Guidelines, which require that all of the iron and steel products (as defined in the Appropriations Act and Guidelines) used in the Project must be produced in the United States unless the Governmental Agency has requested and received a waiver from the requirement pursuant to the "waiver process" described in the Appropriations Act and Guidelines.

(9) Construction Schedule.

The Governmental Agency has provided the following estimated dates regarding the project:

- a) Advertisement for Bids Publication Date: 8/12, 14, 21/2016
- b) Construction Contract Award Date: 10/31/2016 (pending execution of loan)
- c) Construction Start Date: 11/7/2016
- d) Construction Completion Date: 4/6/2017

(10) Technical Managerial and Financial Capacity Requirement. As described in the Technical/Managerial/Financial (TMF) Capacity Evaluation Report dated July 6, 2016, the City has no mandatory TMF requirements.

EXHIBIT G
DWRF Form of Requisition

THE CITY OF GRAND JUNCTION, COLORADO (the “Governmental Agency”)

Please submit to the following addresses:

Email To: cdphe_grantsandloans@state.co.us (preferred method)

Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Randi Johnson-Hufford
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager randi.johnson-hufford@state.co.us

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on November 17, 2016. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No _____.
2. The amount requisitioned hereunder is _____.
3. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____.
4. The payee of the requisitioned amount is _____.
5. The manner of payment to the payee is to be wire transferred to:

Bank:
ABA No.:
Account No.:
Account Name:
Contact:
6. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.
7. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Drinking Water Revolving Fund**.

8. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.

9. Estimate of total project completion percentage: _____%

10. The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.

11. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

CITY OF GRAND JUNCTION, COLORADO

By: _____.

Title: _____ & Authorized Officer

Print Name: _____

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

1. The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Drinking Water Revolving Fund** Project Account.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by _____

Dated: _____

STATE OF COLORADO)
)
COUNTY OF MESA) SS. OMNIBUS CERTIFICATE
)
CITY OF GRAND JUNCTION)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor, City Clerk, Financial Operations ^{Director} Manager, and City Attorney of the City of Grand Junction, Mesa County, Colorado (the "City"), that:

1. This certificate is delivered in connection with the execution and delivery of a Loan Agreement, dated November 17, 2016 (the "Loan Agreement"), by and between the Colorado Water Resources and Power Development Authority (the "Authority") and the City.

2. The City is a legally and regularly created, established, organized, and existing home rule municipality of the State of Colorado.

3. The City, as originally incorporated, has never been consolidated with or annexed to any other municipality. No territory has been disconnected from the City as originally incorporated.

4. From September 1, 2016, up to and including the date hereof, the following were the duly chosen, qualified and acting officers of the City:

Mayor	Phyllis Norris
Mayor Pro Tem	Marty Chazen
Member	Barbara Traylor Smith
Member	Bennett Boeschenstein
Member	Duncan McArthur
Member	Chris Kennedy
Member	Rick Taggart
City Clerk	Stephanie Tuin
Financial Operations Manager	Jodi Romero
City Attorney	John Shaver

5. No litigation of any nature is now pending or, to the best of our knowledge, threatened (either in municipal, state or federal courts):

(a) Restraining or enjoining the execution or delivery of the Loan Agreement, or the issuance, execution or delivery of the Governmental Agency Bond (the "Bond") executed in connection with the Loan Agreement (collectively, the Loan Agreement and the Bond

will be referred to herein as the "Loan Documents") or the levy and collection of rates, fees and charges to make the payments due under the Loan Documents; the use of the proceeds of the loan (the "Loan") made pursuant to the Loan Documents for the purposes provided by Ordinance No. 4718 finally passed and adopted by the City Council of the City (the "City Council") on September 21, 2016 (the "Ordinance"); or affecting in any way the right or authority of the City to make the payments required under the Loan Documents, or otherwise to carry out the terms and provisions of the Ordinance and the Loan Documents and the covenants and agreements therein and of other proceedings authorizing the execution of or otherwise concerning the Loan Documents.

(b) In any manner questioning, contesting or otherwise affecting the authority or proceedings for the execution or delivery of the Loan Documents; or questioning, contesting or otherwise affecting, directly or indirectly, the validity thereof, or of any provisions made or authorized for their payment.

6. The City has previously designated the System (as defined in the Loan Agreement) as a water activity enterprise under Article X, Section 20 of the Colorado Constitution and Section 37-45.1-103, C.R.S. The total revenue for the System in 2015 was \$6,267,369 and less than 10% of this amount was received in grants from state and local governments.

7. Except for the Loan Agreement, dated as of April 1, 2002, by and between the City and the Authority, the Loan Agreement, dated as of February 2, 2010, by and between the City and the Authority; and the Loan Contract with the Colorado Water Conservation Board executed by the City on July 18, 2016, the City has not previously pledged the Pledged Property (as defined in the Loan Agreement) for payment of any outstanding indebtedness or other obligation of the City.

8. Neither the corporate existence nor the boundaries of the City, nor the titles of its present officers or any of them to their respective offices is being contested, including, without limitation, the members and officers of the City Council; and the Ordinance remains in full force and effect, and no proceedings or authority for the execution or delivery of the Loan Documents have or has been repealed, rescinded, revoked, modified, changed, or altered in any manner.

9. Regular meetings of the City Council are scheduled to be held at the City Hall within the City, at the hour of 7:00 p.m., on the first and third Wednesdays of each month and the Mondays immediately preceding such Wednesdays.

10. The Ordinance was duly adopted at a regular, public meeting of the City Council and is valid and enforceable.

11. No referendum petition satisfying the requirements of the City Charter concerning either the Ordinance or any other ordinances, resolutions or other proceedings of the City Council concerning the Loan Documents or the uses of the proceeds of the Loan has been filed, and to the best of our knowledge none is being circulated or is planned for circulation.

12. To the best of our knowledge, none of the Mayor, any member of the City Council, any other officer or employee of the City, or any member of the family of any such officer or employee, has any pecuniary or other prohibited interest, direct or indirect, in the profits of any contract or job for work or services to be performed, nor have such persons solicited or received any pay, commission, money or anything of value or derived any benefit, profit or advantage, directly or indirectly, in connection with the Loan Documents or the uses of the proceeds of the Loan as provided in the Ordinance.

13. The City has authorized by all necessary action, the execution, delivery, receipt and due performance of the Loan Documents, the Ordinance and any and all other agreements and documents as may be required to be executed, delivered and received by the City to carry out, give effect to and consummate the transactions contemplated by the Ordinance and the Loan Documents.

14. The execution, delivery, receipt and due performance of the Loan Documents, the Ordinance, and any other agreements contemplated by the Ordinance and the Loan Documents, under the circumstances contemplated by the Ordinance and the compliance by the City with the provisions thereof, will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, lease or other instrument to which the City is subject or by which the City is or may be bound.

15. On or before the date hereof, the undersigned Mayor and City Clerk executed each of the Loan Documents and affixed the seal of the City thereto.

16. There is no reason within our knowledge why the City may not deliver the Loan Documents.

17. This certificate is for the benefit of the owners from time to time of the Loan Documents.

[The remainder of this page intentionally left blank.]

WITNESS our hands and the corporate seal of the City this November 17, 2016.



Mayor

Stephanie Ten

City Clerk

[Handwritten Signature]

Financial Operations Manager - *D. Rescor*

[Handwritten Signature]

City Attorney

PARITY OBLIGATIONS CERTIFICATE

The undersigned hereby certifies pursuant to Exhibit F to the Loan Agreement, dated as of April 1, 2002 (the "2002 Loan Agreement"), by and between the Colorado Water Resources and Power Development Authority (the "Authority") and the City of Grand Junction, Colorado (the "City") and Exhibit F to the Loan Agreement dated as of February 2, 2010, by and between the Authority and the City (the "2010 Loan Agreement" and, together with the 2002 Loan Agreement, the "Loan Agreements"), in connection with the proposed execution and delivery by the City of a Governmental Agency Bond, dated November 17, 2016 (the "Proposed Parity Bond"), evidencing the City's payment obligations under a Loan Agreement, dated November 17, 2016, by and between the City and the Authority, that:

1. All capitalized terms used herein and not otherwise defined herein have the meanings provided in the Loan Agreements.

2. The undersigned is an authorized officer of the City.

3. As of the date hereof, the City is not in default in making any payments required by the Loan Agreements.

4. The Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which the Proposed Parity Bond is to be issued are at least equal to the sum (a) of 110% of the maximum annual debt service of (i) the Governmental Agency Bond and all obligations of the Governmental Agency outstanding during such 12 month period payable on a parity with the Governmental Agency Bond from the Pledged Property and (ii) the Proposed Parity Bond, and (b) 100% of maximum annual debt service of all subordinate obligations secured by and payable from the Pledged Property.

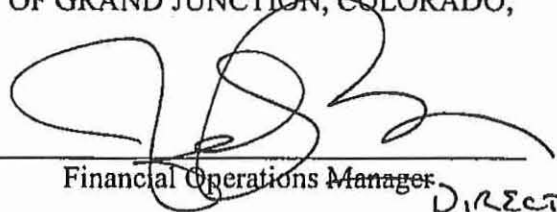
5. All of the provisions of the Loan Agreements required for the issuance of the Proposed Parity Bond have been satisfied.

[The remainder of this page intentionally left blank.]

Dated: November 17, 2016.

CITY OF GRAND JUNCTION, COLORADO,

By: _____

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Financial Operations Manager

DIRECTOR