



IN 2019-1058

ATTACHMENT D

January 31, 2019

VIA ELECTRONIC AND REGULAR MAIL

**Chatfield Reservoir Mitigation Company, Inc.
A Colorado Non-Profit Corporation
Notice of Fiscal Year 2018-2019 Assessment**

The Chatfield Reservoir Mitigation Company, Inc. (CRMC) hereby gives notice by U.S. Mail and email to all CRMC Members regarding the notice of Fiscal Year 2018-2019 Annual Assessment in accordance with the CRMC Bylaws, Article IX, Section 2. The CRMC Member list and contact information effective January 2019 is attached to this Notice.


An annual meeting of the CRMC Members was held on October 24, 2018 at 8:00 am at the Chatfield State Park Headquarters' Multi-Purpose Room, located at 11500 N. Roxborough Rd, Littleton, CO 80128 to establish the Fiscal Year Operating Budget. The Members approved the Budget and established the assessment rate of \$59.5631 per unit. The Fiscal Year 2018-2019 Assessment by Member levied pro rata based on Units is provided on the attached table (rounded to the nearest whole dollar). Please refer to the attached Member list and assessment percentages for payment amounts due.

Checks shall be made payable to the Chatfield Reservoir Mitigation Company, Inc. and mailed to the Chatfield Reservoir Mitigation Company at the following address:

Chatfield Reservoir Mitigation Company
8156 S. Wadsworth Blvd, Unit E-458
Littleton, CO 80129

Any Member wishing to pay its assessment electronically shall contact the CRMC General Manager by email at charlyhoehn.crmc@gmail.com for CRMC account information and wiring instructions. Assessments are due within forty-five (45) days but shall be considered delinquent if payment in full is not received by the CRMC within sixty (60) days after the date of this Notice. Any Member whose payment is delinquent shall be subject to provisions set forth in Article IX, Section 2 of the CRMC Bylaws.

For and on behalf of the CRMC,


John Kilrow
CRMC Secretary

PDAA IN# IN 2019-
CT/PO# PO 2019-2354
Invoice # 01/31/19

☒ Final Invoice

Apprv Sign/Date

Ck Desc CWCB assessment for FY18-19
per water provider agreement

OK to pay
 2/6/19


Tina Heitzel

2/6/19
Date

4240 PDAA 6000 PCLSE CRRN 4/140

8404, 791.00

PO 2016-11984



Chatfield Reservoir Mitigation Company , Inc
Membership List

Rev. 1/22/19

	Organization	# of Units	% of Total	Contact	Address	Email Address
1	Centennial Water & Sanitation District	6922	33.602%	John Kilrow	62 W. Plaza Dr., Highlands Ranch, CO 80129	john.kilrow@sheaproperties.com
2	Colorado Water Conservation Board	6796	32.990%	Lauren Ris	1313 Sherman St., Suite 718, Denver, CO 80203	lauren.ris@state.co.us
3	Central Colorado Water Conservancy District	4274	20.748%	Randy Ray	3209 W. 28th Street, Greeley, CO 80634	rray@ccwcd.org
4	Castle Pines North Metro District	1006	4.883%	Jim Worley	7404 Yorkshire Dr., Castle Pines, CO 80108	jworley@cpnmd.org
5	Colorado Parks and Wildlife	1000	4.854%	Scott Roush	11500 N. Roxborough Park Rd., Littleton, CO 80128	scott.roush@state.co.us
6	Town of Castle Rock	461	2.238%	Matt Benak	Utilities Department 175 Kellogg Ct., Castle Rock, CO 80109	mbenak@crgov.com
7	Center of Colorado Water Conservancy District	131	0.636%	Dan Drucker	P.O. Box 1747, Fairplay, CO 80440-1747 Direct: P.O. Box 358, Pine, CO 80470-0358	djdrucker2@gmail.com
8	Castle Pines Metro District	10	0.049%	Jeff Coufal	5880 County Club Dr., Castle Rock, CO 80108	jcoufal@castlepinesmetro.com
	TOTALS	20600	100%			

Chatfield Reservoir Mitigation Company , Inc

Fiscal Year 2018-2019 CRMC Member Assessments

Based on the annual operating budget approved on October 24, 2018

	Organization	# of Units	Cost per Unit	Assessment (\$)
1	Centennial Water & Sanitation District	6,922	\$59.5631	\$412,296.00
2	Colorado Water Conservation Board	6,796	\$59.5631	\$404,791.00
3	Central Colorado Water Conservancy District	4,274	\$59.5631	\$254,573.00
4	Castle Pines North Metro District	1,006	\$59.5631	\$59,920.00
5	Colorado Parks and Wildlife	1,000	\$59.5631	\$59,563.00
6	Town of Castle Rock	461	\$59.5631	\$27,459.00
7	Center of Colorado Water Conservancy District	131	\$59.5631	\$7,803.00
8	Castle Pines Metro District	10	\$59.5631	\$596.00
	TOTALS	20,600		\$1,227,001.00

1. \$45,904,655.88 deposited into the Escrow Account in cash; for Water Provider's storage space of 7,057 AF.

E. Costs of O&M, RRR&R and Other Modifications to the Chatfield Project. Water Provider shall pay its Pro Rata Share of the payments required by Articles IV.A.2., IV.A.3. and IV.B of the Water Storage Agreement pertaining to *Specific Repair, Rehabilitation, Reconstruction And Replacement Costs, Joint-Use Repair, Rehabilitation, Reconstruction And Replacement Costs, Specific Annual Operation And Maintenance Expenses, Joint-Use Annual Operation And Maintenance Expenses* and *Other Modifications to the Chatfield Project*, directly or through CRMC, within the time allowed by Water Storage Agreement Articles IV.A.2., IV.A.3. and IV.B. CDNR will forward to Water Provider and CRMC the Government's notification of the annual amount of such payments immediately upon receipt.

F. Default and Remedies. If Water Provider defaults on any of the payment obligations described herein, and fails to cure such default within 60 days after written notice from CDNR or CRMC, the following actions shall be taken:

1. If Water Provider fails to provide all of its Pro Rata Share of the Total Project Costs, and after notice fails to cure such default, Water Provider shall relinquish to CDNR the percentage of its Storage Space equal to the percentage that Water Provider's shortfall bears to its Pro Rata Share of the Total Project Costs.
 - a. In the event of such relinquishment, CDNR shall offer the relinquished Storage Space to the non-defaulting *Water Providers* in accordance with Paragraph III.D. above, and if not disposed of through that process, CDNR may enter into an agreement identical in substance to this Agreement (except as to the Pro Rata Share and method of payment) with a party who is not currently a *Water Provider* for the use of the relinquished Storage Space, subject to Paragraph III.D.
2. If Water Provider fails to pay its Pro Rata Share of *Annual Operation And Maintenance Expenses* and *Repair, Rehabilitation, Reconstruction And Replacement Costs* on a timely basis, Water Provider's right to release water from and to store additional water in its storage space shall be suspended until all payments are current, including the payment of any interest assessed by the Government. If Water Provider fails to pay its Pro Rata share of *Annual Operation And Maintenance Expenses* and *Repair, Rehabilitation, Reconstruction And Replacement Costs* for a total of 3 years in a 5 year period, Water Provider shall be in default and its Storage Space shall be relinquished. Such relinquished Storage Space shall be subject to the terms of Section IV.F.1.a above.

V. Membership in CRMC. Water Provider is currently or will be a member of CRMC and shall remain a member in good standing of CRMC, unless or until CRMC is dissolved.

Cardholder Menjo Statement