

**RESOLUTION OF THE BOARD OF DIRECTORS OF RANGEVIEW
METROPOLITAN DISTRICT AMENDING THE AMENDED AND RESTATED RULES
AND REGULATIONS**

WHEREAS, the Rangeview Metropolitan District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District, pursuant to Section 32-1-1001(1)(m), C.R.S., may adopt, amend, and enforce bylaws and rules and regulations not in conflict with the Constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the District; and

WHEREAS, the Board of Directors of the District, pursuant to Section 32-1-1001(2)(a), C.R.S., may fix, adjust or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer services provided by the District; and

WHEREAS, the District adopted Rules and Regulations, which have been amended from time to time (the “Rules and Regulations”); and

WHEREAS, Section 1.3 of the Rules and Regulations allows for amendments of the Rules and Regulations to be made by Resolution of the Board of Directors taking such action by specific reference to the Part, Article or Section number of the Rules and Regulations; and

WHEREAS, the Board of Directors has determined that it is necessary to amend the Rules and Regulations in order to modify the Single Family Equivalent for detached residential products and to increase the Water System Development Charge and Wastewater System Development Charge for all product types; and

WHEREAS, pursuant to the Amended and Restated Lease Agreement between the District and the State Board of Land Commissioners, the District’s water fees and rates are not to exceed the average of those imposed by the Town of Castle Rock, East Cherry Creek Valley Water and Sanitation District, and Parker Water and Sanitation District. The District has undertaken a study to analyze its rates and fees pursuant to that criteria.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rangeview Metropolitan District, Arapahoe County, Colorado, that:

Section 1. Appendix E of the Rules and Regulations shall be amended to decrease the Single-Family Equivalent from 0.35 acre-feet per year to 0.33 acre-feet per year and to increase the Water System Development Charge by 4% for single-family detached residential products. The Single-Family Detached Water System Development Charges included in Appendix E to the Rules and Regulations shall be amended as set forth below.

Single Family Detached Water System Development Charges

Article	Fee/Charge	Current Amount	New Amount
12	Water System Development Charge	\$31,927 per SFE based on 0.35 acre-feet of water demand per year	\$33,204 per SFE based on 0.33 acre-feet of water demand per year

Section 2. Appendix E of the Rules and Regulations shall be amended to increase the Water System Development Charge (indoor use) for Attached Products (paired, duplex, townhomes) from \$18,244/unit to \$20,254/unit and also to increase the Water System Development Charges (outdoor use) for Attached Products (paired and townhomes) by 50% so that the amount charged per square foot shall increase from \$3.09/square foot to \$4.63/square foot.

Attached Product (paired, duplex, townhomes) System Development Charges

Article	Fee/Charge	Current Amount	New Amount
12	Water System Development Charge (indoor use)	\$18,244 per unit	\$20,254 per unit
12	Water System Development Charge (outdoor use)	\$3.09/sq. ft. of landscaped area	\$4.63/sq. ft. of landscaped area

Section 3. Appendix E of the Rules and Regulations shall be amended to increase the Wastewater System Charge (Article 17) from \$7,468/unit to \$8,000/unit for all product types.

Section 4. Appendix E to the Rules and Regulations shall be replaced in its entirety with the updated Appendix E, attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 5. Except as expressly modified herein, all other Rules and Regulations remain the same.

(Signature page follows.)

ADOPTED, APPROVED AND EFFECTIVE this 12th day of July, 2024.

RANGEVIEW METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of
the State of Colorado

By: _____
DocuSigned by:
MARK ADDINGI
B453909D8D64434...

Its: President _____

ATTEST:

By: _____
DocuSigned by:
Scott E Lehman
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Its: Secretary _____

Exhibit A
(Updated Appendix E)

SKY RANCH/LOWRY SERVICE AREA RESIDENTIAL SYSTEM DEVELOPMENT CHARGES

Single Family Detached System Development Charges

Article	Fee/Charge	Amount
12	Water System Development Charge	\$33,204 per SFE based on 0.33 acre-feet of water demand per year
17	Wastewater System Development Charge	\$8,000 per unit

Water System Development charges are based on a “Water Budget” methodology, which calculates projected water demand for each residential lot based on lot size, house size, impervious area, and irrigated lawn area. The “Single Family Detached Example” shown below calculates Water System Development Charges for two Single Family Equivalent (SFE) amounts based on various lot and home sizes.

Single Family Detached Example

Component	1.0 SFE Amount*	0.91 SFE Amount**
Total Water System Development Charge	\$33,204	\$30,216
Wastewater System Charge	\$8,000	\$8,000
Total Water & Wastewater Tap Fee	\$41,204	\$38,216

SFE = Single Family Equivalent

* Assumes 0.33 acre-feet of annual water usage

** Assumes 0.30 acre-feet of annual water usage

Attached Product (paired, duplex, townhomes) System Development Charges

Article	Fee/Charge	Amount
12	Water System Development Charge (indoor use)	\$20,254 per unit
12	Water System Development Charge (outdoor use)	\$4.63/sq. ft. of landscaped area
17	Wastewater System Charge	\$8,000 per unit

Water and Wastewater System Development Fees increase by 3% each year beginning on January 1st.

Appendix E – Rules and Regulations of Rangeview Metropolitan District

SKY RANCH/LOWRY SERVICE AREA RESIDENTIAL MONTHLY WATER CHARGES

Fee/Charge		Amount
Potable Water Consumption Charge		
Tier 1	0 - 15,000 gallons	\$4.63 per 1000 gallons
Tier 2	15,000 - 30,000 gallons	\$8.10 per 1000 gallons
Tier 3	>30,000 gallons	\$9.95 per 1000 gallons
Monthly Water Service Charge		\$32.74 per tap

SKY RANCH/LOWRY SERVICE AREA RESIDENTIAL MONTHLY SEWER CHARGES

Fee/Charge		Amount
Sewer Consumption Charge		\$9.28 per 1000 gallons
Monthly Sewer Service Charge		\$9.35 per tap

* Monthly sewer generation is assumed to be equal to the average potable water consumption in the months of December through February. Monthly sewer generation is recalculated once per year at the beginning of March and is set at this monthly usage rate for the following year. New accounts without historical water consumption data will be assessed a usage of 4,500 gallons per month until their account records actual potable water consumption from December through February. Minimum monthly sewer generation will be set at 2,000 gallons per month.

Appendix E – Rules and Regulations of Rangeview Metropolitan District

SKY RANCH/LOWRY SERVICE AREA NON-POTABLE IRRIGATION SYSTEM DEVELOPMENT CHARGES

System development fees for irrigation off of the District’s non-potable lines are calculated based on the table shown below. Development fees for water conserving irrigation systems that utilize rain sensors, timers, water efficiency sprinkler heads, or drip systems will be assessed at the lower rate. Irrigation taps to establish native grasses and plantings will not be assessed a tap fee; however, these taps will be limited to a maximum three-year time period. Instead of paying a tap fee, the owner/applicant will pay a deposit depending on the size of the irrigation system. Prior to the three-year mark once vegetation establishment has occurred, the deposit will be returned to the owner following the disconnection of the non-potable tap from the water main. All connections and disconnections of temporary taps to the irrigation system will be at the sole cost of the applicant/owner.

Irrigation Tap Fee Type	Tap Fee Amount
Non-Water Conserving Irrigation Tap	\$4.63 / square foot of irrigated area
Water Conserving Irrigation Tap	\$1.68 / square foot of irrigated area
Vegetation Establishment Tap	Refundable Tap Deposit

SKY RANCH/LOWRY SERVICE AREA MONTHLY NON-POTABLE IRRIGATION CHARGES

Non-potable water consumption charges are 85% of the District’s potable water charges and are listed below.

Fee/Charge	Amount
Non-Potable Water Consumption Charge	
Tier 1 0 - 15,000 gallons	\$3.94 per 1000 gallons
Tier 2 15,000 - 30,000 gallons	\$6.89 per 1000 gallons
Tier 3 >30,000 gallons	\$8.46 per 1000 gallons
Monthly Water Service Charge	\$32.74 per tap

SKY RANCH/LOWRY METER SET FEES

The meter set fees below are a portion of the invoiced water and wastewater system development fee. A meter is set at each property within the District and water service is initiated following payment of the system development fee and inspection of the water service line.

Meter Size	Meter Set Fee
3/4" Meter	\$518.00
1" Meter	\$624.00
1.5" Meter (Commercial)	\$1,979.00
1.5" Meter (Irrigation)	\$1,454.00
2" Meter (Commercial)	\$2,235.00
2" Meter (Irrigation)	\$1,666.00
3" Meter (Commercial)	\$2,813.00
4" Meter (Commercial)	\$4,652.00

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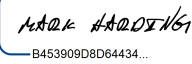
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