



PLANNING COMMISSION REGULAR MEETING

MONDAY, JUNE 15, 2026

AGENDA

Monday, June 15, 2026

6:00 PM

Hearing Room

Disclaimer - This packet is provided for informational purposes only and is subject to change. Some documents may have been unavailable at the time this agenda was prepared. For additional information, contact the responsible staff person.

Instructions to access the video or audio of the meeting are available here:
www.douglas.co.us/board-county-commissioners/boards-commissions/planning-commission/.
To submit written public comment and/or exhibits for a Planning Commission meeting, please send them, in advance, to planningcommission@douglas.co.us.

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call
- c. Attorney Certification of the Agenda
- d. Planning Commission Disclosures

2. Approval of Minutes

- a. Unofficial Minutes from June 1, 2026. **4750**

Attachments: [Unofficial Minutes from June 1, 2026](#)

3. Land Use Meeting Items

- a. Bloom Metropolitan District - New Service Plan - Project File: SV2026-001. **4751**
DJ Beckwith, Principal Planner — *Department of Community Development*

Attachments: [Cover Page](#)
[Staff Report - SV2026-001](#)

4. Adjournment

The Next Regular Meeting Will be Held on Monday, July 6, 2026 @ 6:00 p.m.

www.douglas.co.us

MEETING DATE: June 15, 2026

DESCRIPTION: Unofficial Minutes from June 1, 2026.

ATTACHMENTS:

Unofficial Minutes from June 1
2026



PLANNING COMMISSION REGULAR MEETING

MONDAY, JUNE 1, 2026

MINUTES

Monday, June 1, 2026

6:00 PM

Hearing Room

1. Call to Order

Commissioner Downs proceeded to present hearing instructions.

- a. Pledge of Allegiance
- b. Roll Call

PRESENT

Commissioner Len Abruzzo
Commissioner Calvin Downs, Chair
Commissioner Mark Hampton, Vice Chair
Commissioner Ed Kubly
Commissioner Michael McKesson
Commissioner Marc Reyher
Commissioner Jim Smallwood, Secretary
Alternate Mark Witkiewicz

- c. Attorney Certification of the Agenda

Chris Pratt, County Attorney, stated that all items on today's agenda have been reviewed by the County Attorney's Office, they have been properly noticed, and the Commission has jurisdiction to hear them.

- d. Planning Commission Disclosures

None.

2. Approval of Minutes

- a. Unofficial Minutes from May 18, 2026.

Commissioner Jim Smallwood moved that the Commission approve the Minutes from May 18, 2026.

RESULT: APPROVED

MOVER: Jim Smallwood

SECONDER: Marc Reyher

AYES: Len Abruzzo, Calvin Downs, Mark Hampton, Mike McKesson, Marc

ABSTAIN: Reyher, Jim Smallwood
Ed Kubly, Mark Witkiewicz

3. Land Use Hearing Items

- a. 9757 Hilltop Road – Ramblewood Sewer Line – Location and Extent – Project File: LE2026-007.

Trevor Bedford, AICP, Senior Planner, Department of Community Development, presented the proposed application.

The applicant’s representative, Dan Sheldon, Ramblewood Metro District, provided additional information.

Commissioner Downs opened public comment.

There was no public comment.

Commissioner Downs closed public comment.

Commissioner Downs opened Planning Commission discussion.

Commissioner Mike McKesson moved to approve the 9757 Hilltop Road – Ramblewood Sewer Line – Location and Extent – Project File: LE2026-007.

RESULT: APPROVED

MOVER: Mike McKesson

SECONDER: Jim Smallwood

AYES: Len Abruzzo, Calvin Downs, Mark Hampton, Ed Kubly, Mike McKesson, Marc Reyher, Jim Smallwood, Mark Witkiewicz

- b. Redemption Church – Minor Development Final Plat – Project File: SB2026-005.

Eric Pavlinek, Principal Planner, Department of Community Development, presented the proposed application.

The applicant’s representative, Joe Coco, CKE Engineering Inc., provided additional information.

Commissioner Downs opened public comment.

There was no public comment.

Commissioner Downs closed public comment.

Commissioner Downs opened Planning Commission discussion.

Commissioner Ed Kubly moved to recommend approval of the Redemption Church – Minor Development Final Plat – Project File: SB2026-005, subject to the (2) conditions

recommended by staff.

RESULT: APPROVED

MOVER: Ed Kubly

SECONDER: Len Abruzzo

AYES: Len Abruzzo, Calvin Downs, Mark Hampton, Ed Kubly, Mike McKesson,
Marc Reyher, Jim Smallwood, Mark Witkiewicz

4. **Adjournment**

The meeting was adjourned at 6:34 p.m.

Jim Smallwood, Secretary

Samantha Hutchison, Recording Secretary

www.douglas.co.us

MEETING DATE: June 15, 2026

STAFF PERSON RESPONSIBLE: DJ Beckwith, Principal Planner

DESCRIPTION: Bloom Metropolitan District - New Service Plan - Project File: SV2026-001.

SUMMARY: The request is for approval of a new service plan for the Bloom Metropolitan District.

STAFF ASSESSMENT: Should the Planning Commission find that the application meets the criteria found at C.R.S. § 32-1-203(2) & (2.5), it may recommend approval of the service plan.

REVIEW:

Steven E Koster	Approve	6/3/2026
Samantha Hutchison - FYI	Notified - FYI	6/3/2026

ATTACHMENTS:

Cover Page
Staff Report - SV2026-001

www.douglas.co.us

MEETING DATE: June 15, 2026

STAFF PERSON RESPONSIBLE: DJ Beckwith, Principal Planner

DESCRIPTION: Bloom Metropolitan District - New Service Plan - Project File: SV2026-001.

SUMMARY: The request is for approval of a new service plan for the Bloom Metropolitan District.

STAFF ASSESSMENT: Should the Planning Commission find that the application meets the criteria found at C.R.S. § 32-1-203(2) & (2.5), it may recommend approval of the service plan.

REVIEW:

ATTACHMENTS:

Cover Page

Staff Report - SV2026-001

Service Plan Staff Report

Date: June 4, 2026
To: Douglas County Planning Commission
CC: DJ Beckwith, Principal Planner *DB*
Lauren Pulver, Planning Manager *LP*
Steven E. Koster, AICP, Deputy Director of Community Development *SK*
Subject: Bloom Metropolitan District – New Service Plan
Project File: SV2026-001

Planning Commission Meeting:	June 15, 2026 @ 6:00 p.m.
Board of County Commissioners Meeting:	July 14, 2026 @ 1:30 p.m.
Board of County Commissioners Hearing:	July 28, 2026 @ 2:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of a new service plan for the Bloom Metropolitan District (District). The purpose of the service plan is to serve the public improvement and service needs of the Bloom Development (Project).

The Project consists of approximately 81 acres of land that is zoned Estate Residential. The property is located in the Northeast Subarea of the 2040 Comprehensive Master Plan (CMP).

II. APPLICATION INFORMATION

A. Applicant

Affinity Holdings, LLC
13330 Red Deer Trail
Parker, CO 80134

B. Applicant's Representative

Megan Murphy
WBA PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

C. Request

Approval of a new service plan for the purpose of providing the following services:

- Water Infrastructure
- Storm Sewer
- Sanitation and Wastewater Infrastructure

- Street Improvements
- Traffic Safety Protection
- Parks and Recreation
- Television Relay and Translation
- Mosquito Control

D. Process

Service plans and service plan amendments are processed in compliance with Colorado Revised Statutes (C.R.S.) Section 32-1-201 through 209 (the Control Act) and the County’s Service Plan Review Procedures (Procedures).

The Procedures also provide that the Planning Commission (PC) review the service plan to determine its compliance with specific criteria set forth in the Control Act; see the discussion in Section VI – Staff Analysis.

E. Location

The District is generally located adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road Douglas County, Colorado. The District is within the Nonurban Area of the CMP, specifically the Northeast Subarea.

III. CONTEXT

A. Background

The property within the District is zoned Estate Residential (ER) and is anticipated to include 32 residential lots and zero square feet of commercial space. The population of the District at build-out is expected to be 96 residents. Based upon the information provided by the applicant, each of the residential properties within the District will have an average value of approximately \$3,000,000 once developed.

B. Adjacent Land Uses and Zoning

North of the District is the Town of Parker. East of the District is privately owned land zoned Planned Development (PD) and land owned by the Cielo Metro District zoned Rural Residential. West of the District is privately owned land zoned Agricultural One (A-1). South of the District is privately owned land and land owned by Pinery West Metro District zoned PD.

IV. SERVICES

A. Water and Sanitary Sewer

It is anticipated that the District will receive water and sanitation services from Parker Water and Sanitation District (PWSD). The District will construct water and sanitation infrastructure that will be dedicated to the PWSD. Service is dependent on inclusion into PWSD.

B. Services to be Provided by Other Governmental Entities

It is anticipated that fire protection services will be provided by South Metro Fire Rescue Fire Protection District.

V. REFERRALS

Referrals for the proposed service plan were sent to the following agencies, and a majority of the agencies either did not respond or responded with no comment; all responses received are included in the attachments.

- Antelope Heights Metro District
- Anthology West Metro Districts 2 - 6
- AT&T Long Distance - ROW
- Canyons Metro District 1-4 & 7
- Castle Oaks Metro District 3
- Castle Rock Fire and Rescue Department
- Cedar Hill Cemetery Association
- CenturyLink
- Chambers Commercial Center Business Improv District
- Cherry Creek Basin Water Quality Authority
- Cherry Creek South Metro District 1 & 4 - 11
- Cielo Metro District
- City of Castle Pines
- Colorado Department of Transportation CDOT-Region # 1
- Colorado Division of Water Resources
- Colorado Geological Survey
- Comcast
- CORE Electric Cooperative
- Crowfoot Valley Ranch Metro #1 & 2
- Douglas County Addressing Analyst
- Douglas County Assessor
- Douglas County Building Services
- Douglas County Conservation District
- Douglas County Engineering Services
- Douglas County Health Department
- Douglas County Libraries
- Douglas County Office of Emergency Management
- Douglas County School District RE 1
- Douglas County Sheriff's Office
- Douglas County Wildfire Mitigation
- Franktown FD
- Hess Ranch Metro Districts 4 - 8
- High Prairie Farms Metro District
- Horse Creek Metropolitan District-Lanterns Metropolitan District

- Horseshoe Ridge Metro Districts 1 - 3
- Maher Ranch Metro District 4
- Meadowlark Metro District
- Mile High Flood District
- Mountain View Electric Association
- Parker Water & Sanitation District
- Pinery Commercial Metro Districts #1 & 2
- Pinery Water and Wastewater District
- Pinery West Metro District 2-3
- Pradera Homeowners' Association
- Reata Ridge Village Metro District 1 - 2
- Reata South Metro District
- Robinson Ranch Metro District
- RTD - Planning & Development Dept.
- Rural Water Authority of Douglas County
- Scott Gulch Metro District
- South Metro Fire Rescue
- Stone Creek Metropolitan District
- The Pinery HOA
- Town of Castle Rock
- Town of Parker Development Review
- Town of Parker Public Works
- Trails at Crowfoot Metro District 1 - 3
- Valley View Metro District 2
- Village on the Green Metro District 1
- Villages at Castle Rock Metro District 6
- Xcel Energy-Right of Way & Permits

Douglas County staff requested technical revisions to the service plan. These revisions include formatting and language changes. The applicant submitted a revised service plan to address those comments.

Douglas County Engineering Services (Engineering) reviewed the proposed service plan and requested that clarifying language be added stating that storm sewer and street improvements would all be subject to the approval of Douglas County. Engineering also requested additional information in be included in service plan exhibits. The applicant updated the language and added the requested information. These updates were provided to Engineering. Engineering had no further comments.

PWSD commented that the service plan states that PWSD will be the water and sanitary sewer service provider, but that the Project is not in PWSD's service area. PWSD will not provide service until the District is included into its service area. Inclusion into PWSD is subject to the PWSD's Board approval and it's rules and regulations. PWSD does not object to the Douglas County approvals prior to an approved inclusion to PWSD.

The service plan application was also sent to the following County consultants for review:

- Hilltop Securities, Inc (financial plan review)
- BBC Research & Consulting (market study review)

Hilltop Securities, Inc (Hilltop) reviewed the proposed service plan and concluded that, given the assumptions in the Financial Plan, it is reasonable that the District will be capable of extinguishing all bonds within the parameters established in the service plan.

BBC Researching & Consulting (BBC) reviewed the submitted market study and found the data, analysis, and conclusions of the market study to be reasonable. The conclusions indicate that the absorption projections are an estimate grounded in historical data and the District is positioned to generate sufficient revenue for its proposed debt obligations.

VI. STAFF ANALYSIS

The CMP promotes the sustainability of special districts in Goal 5-3. Essentially, it looks for special districts to be financially sound and managed in the best interest of County residents.

The PC is required to evaluate information pertaining to existing zoning, development growth rates, and projections for required services necessary to demonstrate a need for the District. These, and other issues requiring analysis as identified by the Control Act, are examined in the analysis of the approval criteria.

- 1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.**

Staff Comment: The area encompassed by the District boundaries is currently zoned Estate Residential and there is a projected need for the services proposed to be provided by the District.

- 2. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.**

Staff Comment: The existing public service infrastructure within the proposed District's boundary area are lacking; therefore, existing services are inadequate for the projected needs of the service area.

- 3. Adequate service is not, or will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.**

Staff Comment: In addition to the County, the other municipal and special district entity providing services within the District's boundary area is South Metro Fire

Rescue Fire Protection District. These entities are not able, or are unwilling, to provide all the services desired within a reasonable time or on a comparable basis.

- 4. The facility and service standards of the proposed special district are compatible with the facility and service standards of each county within which the proposed special district is to be located and each municipality which is an interested party under section 31-1-204(1), C.R.S.**

Staff Comment: All facilities will be constructed in accordance with the standards of the County and any other applicable local, state, or Federal rules and regulations.

- 5. The proposal is in substantial compliance with a master plan adopted pursuant to section 30-28-106, C.R.S.**

Staff Comment: The service area of the District falls within the Nonurban Area of the CMP. The CMP outlines goals for the Northeast Subarea that ensure compatibility with the natural and rural characteristic of the area and utilize existing services, where possible. The development and services of the District supports these concepts through the dedication of open space, wildlife fencing, and an approximate density of 2.5 dwelling units within the development. The previously approved Preliminary Plan describes that the overall Project density and layout of lots and open space tracts are consistent with adjacent land use patterns.

Goal 5-3 of the 2040 Comprehensive Master Plan promotes the sustainability of special districts, including ensuring that special districts are financially sound through the independent evaluation of all financing plans. The County works closely with a third-party consultant to evaluate the financial feasibility of all new special districts and special district amendments.

- 6. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.**

Staff Comment: Based on information provided by the applicant, the District is in compliance with Colorado's Water Quality Management Plan.

- 7. The creation of the proposed special district will be in the best interests of the area proposed to be served.**

Staff Comment: Based upon the level of services proposed for the area, and lack of service provision from existing service providers in the area, the District appears to be in the best interest of the area proposed to be served.

VII. STAFF ASSESSMENT

Should the Planning Commission find that the application meets the criteria found at C.R.S. § 32-1-203(2) & (2.5), it may recommend approval of the service plan.

ATTACHMENTS	PAGE
Vicinity Map	8
Zoning Map	9
Service Plan Application.....	10
Service Plan	12
Red-Lined Service Plan	114
Referral Agency Response Report	142
Referral Response Letters.....	147
Hilltop Securities Review Letters	163
Douglas County Staff Correspondence	166
Applicant Correspondence	172
Applicant Market Study	181
BBC Research and Consulting Review Letters	196

Comprehensive Master Plan Land Use Reference Map

Comprehensive Master Plan Areas

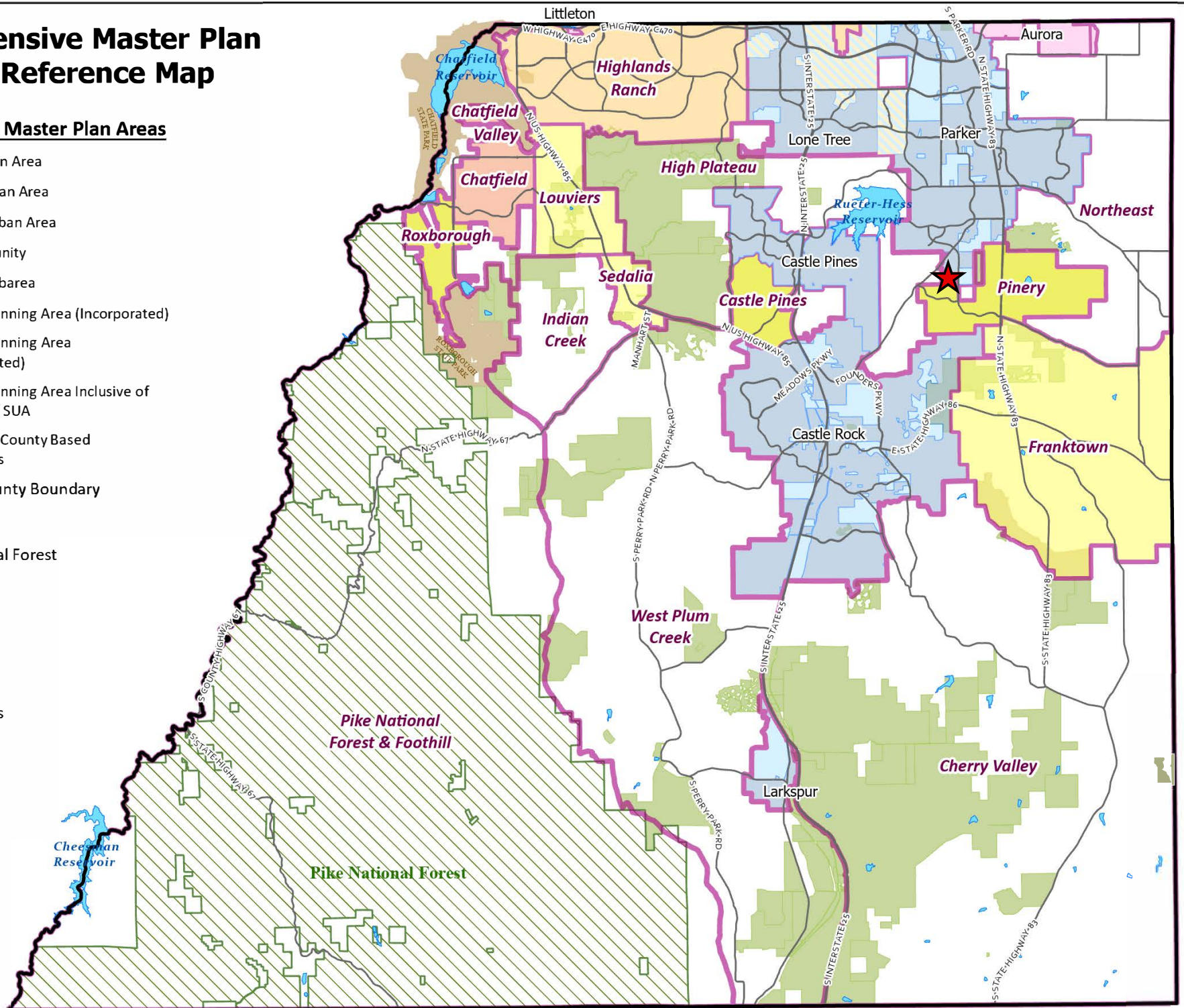
- Primary Urban Area
- Chatfield Urban Area
- Separated Urban Area
- Rural Community
- Nonurban Subarea
- Municipal Planning Area (Incorporated)
- Municipal Planning Area (Unincorporated)
- Municipal Planning Area Inclusive of County PUA / SUA
- Non-Douglas County Based Municipalities
- Douglas County Boundary

Parks

- Pike National Forest
- State Parks
- Open Space
- Lakes

Roadways

- Major Roads





Disclaimer: All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time they were published, Douglas County does not warrant that such Products are error free.

Date Saved: 2/12/2026 2:13 PM

- | | |
|------------------------------|-------------------------------|
| PD - PLANNED DEVELOPMENT | A1 - AGRICULTURAL ONE |
| OS - OPEN SPACE CONSERVATION | LRR - LARGE RURAL RESIDENTIAL |
| PARCELS | RR - RURAL RESIDENTIAL |
| | ER - ESTATE RESIDENTIAL |



DOUGLAS COUNTY
 Department of Community Development
 Planning Services
 100 Third Street, Castle Rock, CO 80104
 (303.660.7460)
 www.douglas.co.us

SPECIAL DISTRICT
 SERVICE PLAN APPLICATION

PLEASE FILL OUT THIS APPLICATION FORM COMPLETELY

<p>DISTRICT NAME: <u>Bloom Metropolitan District</u></p> <p>LOCATION: _____</p> <p>LEGAL DESCRIPTION: (attach) _____</p> <p>PLANNED DEVELOPMENT SUBDIVISIONNAME(S): _____</p> <p>FILING#: _____</p> <p>SECTION#: <u>South 1/2 of Southwest 1/4 of Section 9</u></p> <p>TOWNSHIP: <u>7 South</u></p> <p>RANGE: <u>66 West of the Sixth Principal Meridian</u></p> <p>PROPERTY TAX PARCEL #(s): _____ PRESENT ZONING: _____</p> <p><u>2349-090-00-002</u> GROSS ACREAGE: <u>80.999</u></p> <p>_____</p> <p>_____</p>	<p>***PLANNING OFFICE USE ONLY***</p> <p><input checked="" type="checkbox"/> NEW DISTRICT/PRESUBMITTAL <input type="checkbox"/> MAJOR MODIFICATION</p> <p><input type="checkbox"/> NEW DISTRICT <input type="checkbox"/> CONSOLIDATION</p> <p>DATE COMPLETE APPLICATION SUBMITTED</p> <p>COMPLETE</p> <p>This service plan has been reviewed by the Douglas County Community Development Department and is considered complete for purposes of submittal to the County Clerk as a formal application for staff review and subsequent public hearings. This completeness finding is not an endorsement or approval of the service plan or special district.</p> <p><i>Donald Bader</i> <u>Signed</u> _____ <u>6/28/26</u> PLANNER SIGNATURE <u>28, 2026</u> DATE</p> <p><u>Date</u> _____ FEE (if required) <u>8500.00</u> PROJECT NO. <u>SV2026-001</u></p>
<p>APPLICANT (Petitioner not Consultant)</p> <p>NAME: <u>Affinity Holdings, LLC</u></p> <p>ADDRESS: <u>13330 Red Deer Trail</u> <u>Broomfield, CO 80020</u></p> <p>PHONE: <u>303-246-6799</u> FAX: _____</p>	<p>FINANCIAL CONSULTANT</p> <p>NAME: <u>Piper Sandler & Co.</u></p> <p>ADDRESS: <u>1144 15th Street #2050</u> <u>Denver, CO 80202</u></p> <p><u>303-802-5865</u></p> <p>PHONE: _____ FAX: _____</p>
<p>AUTHORIZED REPRESENTATIVE</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>PHONE: _____ FAX: _____</p>	<p>ENGINEERING CONSULTANT</p> <p>NAME: <u>ATWELL, LLC</u></p> <p>ADDRESS: <u>6200 South Syracuse Way, Suite 125</u> <u>Greenwood Village, CO 80111</u></p> <p>PHONE: <u>866-850-4200</u> FAX: _____</p>
<p>LEGAL CONSULTANT</p> <p>NAME: <u>WBA PC</u></p> <p>ADDRESS: <u>2154 East Commons Avenue, Suite 2000</u> <u>Centennial, CO 80122</u></p> <p>PHONE: <u>303-858-1800</u> FAX: <u>303-858-1801</u></p>	<p>PROPERTY OWNER (Provide separate list if more than one owner) NAME: <u>6244 N Crowfoot Valley Road LLC</u></p> <p>ADDRESS: _____</p> <p>PHONE: _____ FAX: _____</p> <p>To the best of my knowledge, the information contained on this application is true and accurate.</p> <p><i>CB</i> <u>Cayd Bader (Feb 9, 2026 15:29:15 MST)</u> <u>2/09/2026</u> APPLICANT SIGNATURE DATE</p>

LAND DESCRIPTION

BEING THAT PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED DECEMBER 13, 2019 AT RECEPTION NO. 2019085266 IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, STATE OF COLORADO, BEING THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9 FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 BEARS N00°22'10"W BETWEEN FOUND AND ACCEPTED MONUMENTS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9 THE FOLLOWING SIX (6) COURSES;

1. N00°22'10"W, A DISTANCE OF 1327.47 FEET
2. N89°28'27"E, A DISTANCE OF 1329.34 FEET
3. N89°27'38"E, A DISTANCE OF 1329.20 FEET
4. S00°18'05"E, A DISTANCE OF 1325.26 FEET
5. S89°18'36"W, A DISTANCE OF 1328.15 FEET
6. S89°31'45"W, A DISTANCE OF 1328.83 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9 AND THE POINT OF BEGINNING.

CONTAINS 3,528,302 SQUARE FEET OR 80.999 ACRES, MORE OR LESS.

**SERVICE PLAN
FOR
BLOOM METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

Prepared

By

WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

May 19, 2026

[APPROVAL DATE (ON FINAL SERVICE PLAN)]

Service Plan for Bloom Metropolitan District

APPROVAL SUMMARY

This Service Plan for the Bloom Metropolitan District was approved by the Douglas County Board of County Commissioners on (date). Resolution No. _____, approving this Service Plan, has been recorded at Reception No. _____ on (date). The organizational and TABOR elections took place on November 3, 2026. The court decree organizing the District was recorded with the Douglas County Clerk and Recorder on (date) at Reception No. ____ .

Service Plan for Bloom Metropolitan District

ORGANIZERS AND CONSULTANTS

This Service Plan has been prepared by the Organizers and the following participating consultants:

<u>Organizer</u> Affinity Holdings, LLC c/o CCB Holdings, Inc. Attn: Cayd Bader 13330 Red Deer Trail Broomfield, CO 80020 Phone: (303) 246-6799 Email: caydb@affinholdings.com	<u>District Counsel</u> WBA, PC Attn: Megan J. Murphy, Esq. 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Phone: (303) 858-1800 Email: mmurphy@wbapc.com
<u>Financial Advisor</u> Piper Sandler & Co. Attn: Jonathan Heroux 1144 15 th Street, #2050 Denver, CO 80202 Phone: (303) 802-5865 Email: pjonathan.heroux@psc.com	<u>Engineer</u> ATWELL, LLC Attn: Ben Satterwhite, P.E. 6200 South Syracuse Way, Suite 125 Greenwood Village, CO 80111 Phone: (866) 850-4200 Email: bsatterwhite@atwell.com

Service Plan for Bloom Metropolitan District

EXECUTIVE SUMMARY

This service plan is for the Bloom Metropolitan District (the “District”), which will serve the public improvement needs of bloom. The District is generally located at adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road and contains approximately 81 acres. The District will include 32 residential units and 0 square feet of commercial space.

The District will have a single district structure. This structure will allow the District to control both financing and services.

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is permitted by this Service Plan and described in the Special District Act, and other applicable statutes, common law, and the Colorado Constitution, subject to the limitations set forth herein, including but not limited to the following services: water, storm sewer, sanitation and wastewater treatment, street improvements, traffic safety protection, parks and recreation, television relay and translation, and mosquito control.

The total authorized debt limit for the District shall be Twenty Million Dollars (\$20,000,000) provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt. The debt service mill levy will be fifty (50) mills, subject to Mill Levy Adjustment, and it is anticipated to begin concurrent with the District’s initial bond issuance. Prior to the imposition of a debt service mill levy, the District may certify sixty (60) mills, subject to Mill Levy Adjustment, for operations and maintenance. Subsequent to the imposition of a debt service mill levy, the Maximum Debt Service Mill Levy shall be fifty (50) mills, subject to Mill Levy Adjustment, with a Maximum Operations and Maintenance Mill Levy of ten (10) mills, subject to Mill Levy Adjustment.

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. PURPOSE OF THE DISTRICT..... 2

III. DISTRICT FRAMEWORK 2

IV. NEED FOR DISTRICT..... 2

V. LOCATION AND BOUNDARIES 2

VI. ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION 3

VII. POWERS AND RESPONSIBILITIES..... 3

VIII. DISTRICT SERVICES, FACILITIES, AND IMPROVEMENTS 4

IX. EXISTING AND PROPOSED AGREEMENTS 7

X. FINANCIAL INFORMATION..... 8

XI. DEVELOPER ADVANCES AND REIMBURSEMENTS 10

XII. ANNUAL REPORT..... 10

XIII. MODIFICATION OF SERVICE PLAN 10

XIV. DISCLOSURE STATEMENT..... 11

XV. DISSOLUTION..... 11

XVI. DEFINITIONS 11

XVII. RESOLUTION OF APPROVAL 12

XVIII. STATUTORY FINDINGS AND CONCLUSIONS..... 13

Service Plan for Bloom Metropolitan District

EXHIBITS

- Exhibit A** Vicinity Map
- Exhibit B** Legal Description
- Exhibit C** District Boundary Map
- Exhibit D** Cost of Improvements
- Exhibit E** Map of Improvements
- Exhibit F** Financial Plan
- Exhibit G** Resolution of Approval
- Exhibit H** Compliance with Section 18A, Water Supply – Overlay District
- Exhibit I** Compliance with Colorado’s Water Quality Management Plan
- Exhibit J** Advance and Reimbursement Agreement
- Exhibit K** Annual Report Requirements
- Exhibit L** District Court Decree

Service Plan for Bloom Metropolitan District

I. INTRODUCTION

This service plan (the “Service Plan”) for the Bloom Metropolitan District (the “District”) is for a special district organized under Title 32 of the Colorado Revised Statutes to serve the public improvement needs of bloom (the “Project”). The District is generally located adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road (see **Exhibit A**, Vicinity Map) and contains approximately 81 acres (see **Exhibits B & C**, Legal Description and District Boundary Map).

Pursuant to the requirements of the Special District Act and the Special District Service Plan Review Procedures for Douglas County (the “County”), the following items are included in this Service Plan:

1. A description of the powers granted to and services to be provided by the District;
2. A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of the County and of any municipalities and special districts which are interested parties;
3. A general written description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial indebtedness and estimated maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District;
4. A summary of general conditions regarding oversight of the District by the County;
5. A legal description and map of the District’s boundaries and an estimate of the population and valuation for assessment of the District;
6. A summary of estimated costs for improvements to be financed and constructed by the District;
7. A preliminary engineering and architectural survey showing how the improvements and services are to be provided;
8. A financial plan showing how District improvements and services are to be financed, including the operating revenue for the first budget year of the District;
9. The resolution of approval adopted by the Board of County Commissioners;
10. Information demonstrating compliance with Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended, and compliance with the Colorado’s Water Quality Management Plan;

11. A description of any advance and reimbursement agreements;
12. A description of any arrangement or agreement with any political subdivision for the performance of any services between the District and such other political subdivision; and
13. The recorded court decree organizing the District.

Exhibits A through L, attached hereto, are hereby incorporated into the Service Plan.

II. PURPOSE OF THE DISTRICT

The purpose of the District is to provide public improvements and services for the benefit of all anticipated inhabitants and taxpayers of the District, either within or without its boundaries. The District also serves to finance and oversee the construction of these public improvements and to provide for ongoing operations and maintenance services.

III. DISTRICT FRAMEWORK

The District will be organized under a single district structure and will be responsible for all aspects of financing and services authorized under this Service Plan.

IV. NEED FOR DISTRICT

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible, or practicable to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and ongoing operations of the public improvements needed for the Project. Formation of the District is therefore necessary in order for the public improvements and services required for the Project to be provided in the most economical manner possible.

V. LOCATION AND BOUNDARIES

The District is located adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road. A vicinity map is attached hereto as **Exhibit A**. The area of the initial District's boundary encompasses approximately 81 acres. A legal description of the District's boundaries is attached hereto as **Exhibit B**. A map of the initial District's boundaries is attached hereto as **Exhibit C**.

It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to C.R.S. §§ 32-1-401, et seq., and C.R.S. §§ 32-1-501, et seq., as amended. Prior to any inclusions or exclusions, the District shall provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b). If, within such forty-five (45) day period, the Board of County Commissioners objects to the inclusion or exclusion, then the inclusion or exclusion shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

VI. ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION

The property within the District is zoned Estate Residential. The current assessed value of property within the initial boundaries of the District is Six Hundred Eighty Dollars (\$680) as of the date of the Service Plan. The estimated assessed value at full build-out is Seven Million Dollars (\$7,000,000) and is expected to be sufficient to reasonably discharge the debt under the Financial Plan. Initially, the District will include 32 residential units and 0 square feet of commercial space. Based upon an estimated three (3) persons per residence, the population of the District at build-out will be ninety six (96) residents.

Approval of this Service Plan by the County does not constitute nor imply approval of the development of a specific area within the District, nor does it constitute or imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached hereto, unless such land use plans have been approved by the Board of County Commissioners as part of a separate development review process.

VII. POWERS AND RESPONSIBILITIES

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is permitted by this Service Plan and described in the Special District Act, and other applicable statutes, common law, and the Colorado Constitution, subject to the limitations set forth herein.

A. General Powers

The District shall have the authority to construct, operate, and maintain the services and facilities as described in Section VIII.A of this Service Plan.

B. Miscellaneous Powers

In addition to the powers enumerated above, the District's Board shall have the power and authority:

1. To amend this Service Plan as provided for in Section XV, Modification of Service Plan;
2. To forego, reschedule, or restructure the financing and construction of certain improvements and facilities in order to better accommodate the pace of growth, resource availability, and potential inclusions and exclusions of property within the District, with prior notice to the County in accordance with C.R.S. § 32-1-202(2)(b), as amended; and
3. To have and exercise all rights and powers necessary or incidental to, or implied from, the specific powers granted to the District in this Service Plan.
4. To have and exercise the power of eminent domain, but only as necessary to construct, install, access, relocate or redevelop the public improvements identified in

this Service Plan in the locations shown in **Exhibit E**. Any other use of eminent domain shall require the District to provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1- 207(3)(b). If, within such forty-five (45) day period, the Board of County Commissioners objects to the use of eminent domain, then it shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

VIII. DISTRICT SERVICES, FACILITIES, AND IMPROVEMENTS

The District shall have the authority pursuant to C.R.S. §§ 32-1-1001 and 32-1- 1004, as amended, to provide the following services and public improvements described in this section.

1. Water

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for potable water and irrigation water facilities and systems, including, but not limited to, water rights, water supply, treatment, storage, transmission, and distribution systems for domestic, irrigation, fire control, and other public purposes, together with all necessary and proper reservoirs, treatment facilities, wells, equipment, and appurtenances incident thereto, which may include, but shall not be limited to, transmission lines, pipes, distribution mains and laterals, storage facilities, and ditches, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. The District shall have the power and authority to contract with other private or governmental entities to provide any or all of the services the District is authorized or empowered to provide.

The District boundaries are, or will be, located within the boundaries of PWSD, and the District will receive its domestic water supply from PWSD. The District will not provide water and irrigation water facilities and systems directly because PWSD is willing and able to provide water service within the District boundaries, as is evidenced by the “will serve” letter set forth in **Exhibit H**. The District will construct or acquire, or require the construction and acquisition of, the necessary water improvements to connect to PWSD’s system in accordance with the requirements of the PWSD’s Rules and Regulations, as they may be amended from time to time. It is anticipated that, following acceptance by PWSD, the domestic water improvements will be owned, operated, and maintained by PWSD.

PWSD does not provide for the construction and financing of the water improvements anticipated to be provided by the District, as generally described in **Exhibit E** to this Service Plan. Therefore, the water improvements will not duplicate or interfere with any other improvements or facilities provided by PWSD within the District boundaries.

2. Storm Sewer

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for flood and surface drainage improvements, including, but not limited to, culverts, dams, retaining walls, access way inlets, detention and retention ponds, paving, roadside swales, curbs and gutters, disposal works and facilities, water quality facilities, and all

necessary and proper equipment, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

Stormwater improvements subject to Colorado Discharge Permit System Regulations, if applicable, shall be owned and maintained by the District or such other governmental entity that may accept dedication. Dedication to another governmental entity of stormwater improvements subject to such regulations shall be subject to approval by the County. In no event will the District dedicate such detention ponds or facilities to a private homeowner's association, or other property owner's association, for operations or maintenance. All improvements shall be at no cost to the County.

3. Sanitation and Wastewater Treatment

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, assess tap or other facility fees, and provide for sanitary sewers and to transport wastewater to an appropriate wastewater treatment facility, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

The District boundaries are, or will be, located within the boundaries of PWSD, and the District will receive its sanitation services from PWSD. The District will not provide sanitary sewers or transport wastewater directly because PWSD is willing and able to provide sanitary sewer service within the District boundaries, as is evidenced by the "will serve" letter set forth in **Exhibit H**. The District intends to construct, or require the construction of, the necessary sanitation improvements to connect to PWSD's system in accordance with PWSD's Rule and Regulations, as they may be amended from time to time. It is anticipated that, following acceptance by PWSD, the sanitation improvements constructed by the District will be owned, operated and maintained by PWSD.

PWSD does not provide for the construction and financing of the sanitation improvements anticipated to be provided by the District, as generally described in **Exhibit E** to this Service Plan. Therefore, the sanitation improvements will not duplicate or interfere with any other improvements or facilities provided by PWSD within the District boundaries.

4. Street Improvements

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for arterial and collector streets and roadway improvements including, but not limited to, bridges, curbs, gutters, culverts, storm sewers and drainage facilities, detention and retention ponds, retaining walls and appurtenances, sidewalks, paving, lighting, grading, landscaping, streetscaping, placement of underground utilities, snow removal, tunnels, and other street improvements, and architectural enhancements to any or all of the above, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. All improvements shall be at no cost to the County.

5. Traffic Safety Protection

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for safety protection through traffic control devices and safety controls on streets, as well as such other facilities and improvements as are necessary or prudent, including, but not limited to, signalization at intersections, traffic signs, area identification signs, directional assistance and driver information signs, with all necessary and incidental and appurtenant facilities, and land and easements, together with extensions and improvements thereto. All traffic and safety control devices will be consistent with and in compliance with County rules and regulations.

6. Parks and Recreation

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for public park and public recreation centers and other recreation facilities, services, or programs including, but not limited to, grading, soil preparation, sprinkler systems, fencing, pavilions, playgrounds, playing fields, open space, bike trails, pedestrian trails, pedestrian bridges, picnic areas, common area landscaping, streetscaping, storage buildings and facilities, weed control, paving, decorative paving, outdoor functional and decorative lighting, community events, and other services, programs and facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

7. Television Relay and Translation

The District shall have the power and authority to finance, design, construct, install, acquire, operate, and maintain television relay and translator facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

8. Mosquito Control

The District shall have the power and authority to finance, design, construct, acquire, install, operate, maintain, and provide for systems and methods for elimination and control of mosquitoes.

B. Estimated Costs and Phasing of Improvements

An estimate of the costs of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey on the property and is approximately Twenty Million Eight Hundred Eighteen Thousand Eight Hundred Thirty Three Dollars (\$20,818,833) as shown in **Exhibit D**. **Exhibit D** includes an engineer's opinion of costs in current dollars of each public improvement, together with an explanation of methods, basis, and/or assumptions used. All descriptions of the public improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the County's requirements, and construction scheduling may require. The District will continue to develop and refine cost estimates contained herein and prepare for issuance of debt. Any increase in public improvement costs greater than twenty percent (20%), but less than forty percent (40%), of the

stated amount in **Exhibit D**, exclusive of any contingency shown in **Exhibit D**, shall require an administrative review by County staff. Any increase in public improvement costs in excess of forty percent (40%) of the stated amount in **Exhibit D**, exclusive of any contingency shown in **Exhibit D**, will constitute a material modification of the Service Plan and will require review by the County and action by the Board of County Commissioners in accordance with Section XIII. All construction cost estimates assume construction to applicable local, State, or Federal requirements.

Maps showing the preliminary location of the public improvements that the District is authorized to acquire or construct are attached hereto as **Exhibit E**. Phasing of construction shall be determined by the District to meet the needs of taxpayers within its boundaries. The District shall own, maintain, and replace public improvements constructed, installed, or acquired by the District or shall dedicate such public improvements to such other entity as shall accept dedication, subject to any limitations specified in this Service Plan.

In all instances, the District shall ensure that the public improvements are designed and constructed in accordance with the standards and specifications of the County or other such entity that may have authority over such design and construction. The District shall obtain approval of civil engineering and other plans and any applicable permits for the construction and installation of public improvements by the District from the County and/or other appropriate regulatory agencies.

C. Services to be Provided by Other Governmental Entities

1. Water services shall be provided by PWSD or its successors and assigns.
2. Sanitation services shall be provided by PWSD or its successors and assigns.
3. Fire protection services shall be provided by South Metro Fire Rescue Fire Protection District.

D. Compliance with Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended

The PWSD shall provide water supply services to the Project and has met the requirements of Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended, as described in its letter in **Exhibit H**.

E. Compliance with Colorado’s Water Quality Management Plan

PWSD has asserted its compliance with the Colorado’s Water Quality Management Plan as demonstrated in **Exhibit I**.

IX. EXISTING AND PROPOSED AGREEMENTS

None.

X. FINANCIAL INFORMATION

A. General

This section describes the nature, basis, and method of funding and debt and mill levy limitations associated with the District's public improvements. A detailed Financial Plan and statement of assumptions is contained in **Exhibit F**.

B. Assumptions

The maximum debt limitation contained herein is based on the assumption that each of the residential properties in the District will have an average actual value of approximately Three Million Dollars (\$3,000,000), and commercial space will have an average value of zero (\$0.00) per square foot. The Financial Plan demonstrates that the District has the ability to finance the public improvements identified herein, will be capable of discharging the indebtedness on a reasonable basis, and will operate on a sound fiscal basis.

C. Identification of District Revenue

The District will impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided for in C.R.S. § 32-1-1001(1), as amended.

A Maximum Total Mill Levy of 60 mills, subject to Mill Levy Adjustment, is authorized to support debt service and operations and maintenance of the District. The District may request an amendment to the Service Plan, in accordance with Section XIII, to eliminate mill levy caps when the debt to assessed value ratio falls below fifty percent (50%).

In the event of legislation implementing changes in the ratio of actual valuation to assessed valuation for residential real property, pursuant to Article X, Section 3(1)(b) of the Colorado Constitution, the mill levy limitations provided herein will be increased or decreased as to all taxable property in the District to reflect such changes so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes ("Mill Levy Adjustment"). If there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, after the date of this Service Plan, the mill levy limitation applicable to such debt and operating and maintenance expenses may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenue generated by the mill levy are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

D. Debt Service Mill Levy

A maximum mill levy of 50 mills, subject to Mill Levy Adjustment, is authorized to support the debt service of the District, subject to the limitation of the Maximum Total Mill Levy. An initial debt service mill levy of 50 mills, subject to Mill Levy Adjustment, will produce revenue sufficient to support debt service costs through the bond repayment period (see **Exhibit F**, Financial Plan). The District shall not impose a levy for repayment of any and all Debt on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in C.R.S. §§ 11-56-101, *et seq.*

E. Operations and Maintenance Mill Levy

A maximum mill levy of 60 mills, subject to Mill Levy Adjustment, prior to the initial imposition of the debt service mill levy (ten (10) mills, subject to Mill Levy Adjustment, subsequent to the initial imposition of the debt service mill levy), is authorized to support the operations and maintenance of District services and public improvements, subject to the limitation of the Maximum Total Mill Levy. Provided, however, that the District's operations and maintenance mill levy will be set to meet budgetary needs of the District on an annual basis. Revenue contributed, pledged or dedicated by covenant, agreement or otherwise may also be available and used for payment of operations and maintenance expenses.

F. District Expenditures

The estimated cost of public improvements for the District is Twenty Million Eight Hundred Eighteen Thousand Eight Hundred Thirty Three Dollars(\$20,818,833). **Exhibit D** includes, in current dollars, the estimated cost of each public improvement, together with an explanation of the methods, basis, and/or assumptions used to establish such costs.

The District will require operating funds to plan and cause the public improvements contemplated herein to be constructed, operated, and maintained as permitted herein. Such costs are expected to include reimbursement of organizational costs, legal, engineering, accounting, bond issuance costs, and compliance with State budgeting, audit, and reporting, and other administrative and legal requirements. The organizational costs for the District for legal, engineering, surveying, and accounting services are estimated to be Seventy Five Thousand Dollars (\$75,000). The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000).

G. Debt

1. Debt Limitation

The total debt limit for the District is Twenty Million Dollars (\$20,000,000), inclusive of costs of issuance, inflation, and other similar costs provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt. For purposes of this Service Plan, debt shall be considered any outstanding bonds, notes, contracts, or other financial obligations of the District payable in whole or in part from ad valorem taxes or other revenues of the District for the purposes of financing, acquiring, constructing, or improving

any of the public improvements contemplated herein. The debt limit shall not be increased unless approved by the County and as permitted by statute and the Colorado Constitution. Any change in debt limit shall be considered a material modification of the Service Plan, subject to the provisions of Section XIII of this Service Plan. The maximum term of any bond issue, including refunding and refinancing, shall be thirty (30) years from the original date of issuance.

2. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any debt is limited to the market rate at the time debt is issued. In the event of a default, the maximum voted interest rate on any debt shall not exceed twelve percent (12%). The maximum underwriting discount shall be five percent (5%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law, and Federal law as is then applicable to the issuance of public securities.

XI. DEVELOPER ADVANCES AND REIMBURSEMENTS

The District anticipates receiving initial funding for both capital and ongoing administrative requirements from developer advances. Such advances may be made to the District subject to the District's obligation to reimburse the same, as may be evidenced by short-term reimbursement agreements or other acceptable agreements or resolutions. The interest rate on developer reimbursements shall not exceed the current Bond Buyer 20-Bond GO Index plus four percent (4%).

Developer advances shall be subordinate to the District general obligation bonds and refinancing of the same shall not require County approval. Any amount of outstanding principal and accrued interest on such developer advances that remains unpaid as of the expiration of the Maximum Debt Service Mill Levy term shall be deemed to be forever discharged and satisfied in full. The total developer advances are anticipated to be Thirty Eight Million Dollars (\$38,000,000). Developer contributions, which will not be repaid by the District, are anticipated to be Eighteen Million Dollars (\$18,000,000). The actual amount of developer advances and developer contributions, are likely to change from the numbers reflected in this Service Plan based on market conditions, interest rates and the terms of any Debt issued by the District.

XII. ANNUAL REPORT

The District shall be responsible for submitting an annual report to the County no later than October 1st of each year in accordance with the procedures set forth in C.R.S. § 32- 1-207(3)(c) and (d), as amended. The annual report shall conform to the format attached hereto as **Exhibit K**, or in a format agreed to by the County.

XIII. MODIFICATION OF SERVICE PLAN

Pursuant to C.R.S. § 32-1-207, as amended, the District shall obtain prior written approval of the County before making any material modification to this Service Plan. Material modifications require a Service Plan amendment and include modifications of a basic or essential nature, including, but not limited to, the following: any addition to the types of services provided by the

District; a decrease in the level of services; a decrease in the financial ability of the District to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area. Inclusion of property that is located in a county or municipality with no other territory within the District may constitute a material modification of the Service Plan.

In the event the District plans to undertake an action which may not be permitted by this Service Plan, it shall be the District's responsibility to contact County staff to seek an administrative determination as to whether the action in question is permitted by the Service Plan. If County staff determines that the action may constitute a material modification, the District shall submit a proposal for action to the Board of County Commissioners. Thereafter, the Board of County Commissioners will determine whether the proposed action constitutes a material modification. If the Board of County Commissioners determines that the proposed action constitutes a material modification, then the action shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

XIV. DISCLOSURE STATEMENT

The District shall provide notice to all purchasers of property in the District regarding the District's authority to levy and collect ad valorem taxes and to impose and collect rates, fees, tolls, and charges, by recording a disclosure statement against the property within the District with the Office of the Douglas County Clerk and Recorder. Such disclosure statement shall also provide information concerning the structure of the Board and summarize how purchasers may participate in the affairs of the Board. The disclosure statement shall be recorded within thirty (30) days following the recordation of the court decree organizing the District.

XV. DISSOLUTION

It shall be mandatory for the District to initiate dissolution proceedings when the District has neither any financial obligations nor operations and maintenance obligations. The District may file a petition in the District Court for dissolution when there are no financial obligations or outstanding bonds, or any such financial obligations or outstanding bonds are adequately secured by escrow funds or securities meeting the investment requirements in C.R.S. §§ 24-75-601, et seq., as amended. The District's dissolution shall be subject to approval of a plan of dissolution in the District Court of the County, pursuant to C.R.S. § 32-1-704, as amended.

XVI. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Board: the board of directors of the District

Board of County Commissioners: the Board of County Commissioners of Douglas County, Colorado

County: Douglas County, Colorado

Debt: any bond, note debenture, contract, or other multiple-year financial obligation of a District

Developer: the owner of the property proposing development of the project

District: the Bloom Metropolitan District

District Boundaries: the boundaries of the area described in the legal description attached hereto as **Exhibit B**

District Boundary Map: the map attached hereto as **Exhibit C**, showing the District's boundaries

Financial Plan: the Financial Plan described in Section X and attached as **Exhibit F**, which describes: (a) how the public improvements are to be financed; (b) how the debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Bond: bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy

Maximum Debt Service Mill Levy: the maximum mill levy the District is permitted to impose for payment of debt as set forth in Section X.D

Maximum Operations and Maintenance Mill Levy: the maximum mill levy the District is permitted to impose for the payment of operating and maintenance expenses as set forth in Section X.E

Maximum Total Mill Levy: the maximum mill levy the District is permitted to impose for the payment of debt as set forth in Section X.D. and operating and maintenance expenses as set forth in Section X.E

Project: the development or property commonly referred to as bloom

Public Improvements: the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act to serve the future taxpayers and inhabitants of the District as determined by the Board of the District

PWSD: Parker Water and Sanitation District

Revenue Bond: bonds issued by the District to finance a specific project, the income from which will be used for repaying the bond

Service Plan: the service plan for the District approved by the Board of County Commissioners

Special District Act: C.R.S. § 32-1-101, et seq., as amended

State: the State of Colorado

XVII. RESOLUTION OF APPROVAL

The District incorporates the Board of County Commissioner's resolution approving this Service Plan into this Service Plan to be presented to the District Court attached hereto as **Exhibit G**.

XVIII. STATUTORY FINDINGS AND CONCLUSIONS

It is submitted that this Service Plan for the District, as required by C.R.S. § 32-1-203, as amended, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be served by the District;

The purpose of the District is to finance, construct, own, operate and maintain the public improvements for the Project, which is commonly known as bloom. While the public improvements constructed by the District will be constructed for the use and benefit of the taxpayers and residents of the District, the general public will also receive significant benefit from the District's public improvements including, but not limited to, park and recreation improvements and trail connections.

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

The County has not provided the property within the District (the "Property") with the public improvements and facilities described in this Service Plan. Therefore, it is necessary that the District be organized to provide its taxpayers and inhabitants with those public improvements described in the Service Plan.

In addition, the Property is located entirely within the boundaries of PWSD. The District fully recognizes PWSD's existence and the fact that PWSD is authorized to provide water and sanitation service within the District boundaries. However, pursuant to C.R.S. Section 32-1-1006(1)(b)(I), as amended, PWSD does not consider it feasible, practical or desirable for the good of PWSD to fund or construct the extension of water or sanitary sewer lines or facilities to the District, nor does PWSD plan to provide in the future for the construction and financing of the specific water and sanitation improvements that the District is being organized to provide. Therefore, pursuant to C.R.S. Section 32-1-203(2.5)(a), adequate water and sanitation service is not, or will not, be available to the Property through PWSD within a reasonable time and on a comparable basis. The District's inhabitants will require those water and sanitation services which PWSD has determined it cannot feasible or practically provide to the Property at this time.

3. The District is capable of providing economical and sufficient service to the area within its boundaries;

The formation of the District would ensure that the public improvements and other services are sufficient and built in a reasonable period of time for the benefit of the taxpayers and residents of the District and the general public.

4. The area to be included in the District has, or will have, the financial ability to discharge the indebtedness on a reasonable basis;

The estimated costs of the facilities to be constructed, installed, and/or acquired by the District are set forth in the Service Plan as Exhibit D. The Financial Plan demonstrates the issuance of the debt and the anticipated repayment based on the projected development within the District boundaries. The Financial Plan demonstrates that, at various projected levels of development, the District has the ability to finance the facilities identified herein and will be capable of discharging the proposed indebtedness on a reasonable basis.

5. Adequate service is not, or will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

The proposed public improvements are not, upon information and belief, will not be available to the Property through the County or other existing municipality or quasi-municipal corporation, including other special districts, within a reasonable time and on a comparable basis. In addition, PWSD does not consider it feasible, practical, or desirable to fund or construct the proposed water or sanitary sewer lines or facilities for the District, nor does PWSD plan to provide in the future for the construction and financing of the specific water and sanitation improvements that the District is proposing to provide.

6. The facility and service standards of the District are compatible with the facility and service standards of each county within which the District is to be located and each municipality which is an interested party under C.R.S. § 32-1-204(1), as amended;

As stated in the Service Plan, all facilities and services proposed will be constructed in accordance with Douglas County and/or the water and service provider's criteria. All proposed improvements must be reviewed, approved and permitted by Douglas County prior to construction.

7. The proposal is in substantial compliance with the Douglas County Comprehensive Master Plan, as amended, adopted pursuant to C.R.S. § 30-28-106, as amended;

The Developer of the Project has thoroughly reviewed the Douglas County Comprehensive Master Plan and is aware of the County's desire to reflect, acknowledge and balance the commons values, rights, and needs of all County residents and landowners, and its desire to honor and protect the unique, diverse communities and resources within Douglas County. The proposal is compatible with the community vision for the future and complies with the policies necessary to achieve sustainable growth within the County as expressed in the Douglas County Comprehensive Master Plan.

8. The proposal is in compliance with the regional Clean Water Plan, as amended; and

As demonstrated in Exhibit I, the proposal is in compliance with the regional Clean Water Plan, as amended.

9. The creation of the District will be in the best interests of the area to be served.

As summarized below, the creation of the District is in the best interest of the area to be served because:

- *A metropolitan district can raise funds for public improvements through municipal bonds (or other governmental grant or loan programs if applicable) with favorable interest rates and terms not available to private entities;*
- *Metropolitan districts are exempt from sales, use and other taxes for equipment, supplies and services allowing lower overhead costs;*
- *A metropolitan district is not in the business of making a profit from the facilities and services provided;*
- *Specific statutes govern the expenditures and revenues of metropolitan districts;*
- *State-obligated budget, audit, and other financial filing and reporting requirements provide regulatory oversight of a metropolitan district's operations;*
- *A metropolitan district is governed by local control over the services that are provided on a community basis;*
- *The metropolitan district is responsive and accountable for decisions through the election and public hearing processes;*
- *The business of a metropolitan district is conducted at public meetings;*
- *Metropolitan districts enjoy governmental immunity against certain legal actions thus avoiding expensive lawsuits and corresponding tax or fee increases;*
- *Because of its local nature, a metropolitan district is often better able to address issues of local concern to the community than could a larger county or municipal government.*

**Exhibit A
Vicinity Map**

BLOOM

VICINITY MAP EXHIBIT



PROJECT NO. 220031-48
DATE: 07/10/2025

ATWELL
 866.850.4200 www.atwell.com
 143 SHOOK BOULEVARD, SUITE 210
 LAKEMOOD, CO 80228
 303.462.1500
 CONTACT: BEN SATTERWHITE
 BSATTE@ATWELL.COM

**Exhibit B
Legal Description**

LAND DESCRIPTION

BEING THAT PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED DECEMBER 13, 2019 AT RECEPTION NO. 2019085266 IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, STATE OF COLORADO, BEING THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9 FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 BEARS $N00^{\circ}22'10''W$ BETWEEN FOUND AND ACCEPTED MONUMENTS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9 THE FOLLOWING SIX (6) COURSES;

1. $N00^{\circ}22'10''W$, A DISTANCE OF 1327.47 FEET
2. $N89^{\circ}28'27''E$, A DISTANCE OF 1329.34 FEET
3. $N89^{\circ}27'38''E$, A DISTANCE OF 1329.20 FEET
4. $S00^{\circ}18'05''E$, A DISTANCE OF 1325.26 FEET
5. $S89^{\circ}18'36''W$, A DISTANCE OF 1328.15 FEET
6. $S89^{\circ}31'45''W$, A DISTANCE OF 1328.83 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9 AND THE POINT OF BEGINNING.

CONTAINS 3,528,302 SQUARE FEET OR 80.999 ACRES, MORE OR LESS.

SHEET 1 OF 2

Exhibit C
District Boundary Map

S1/2, SW1/4, SECTION 9
T7S, R66W, 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

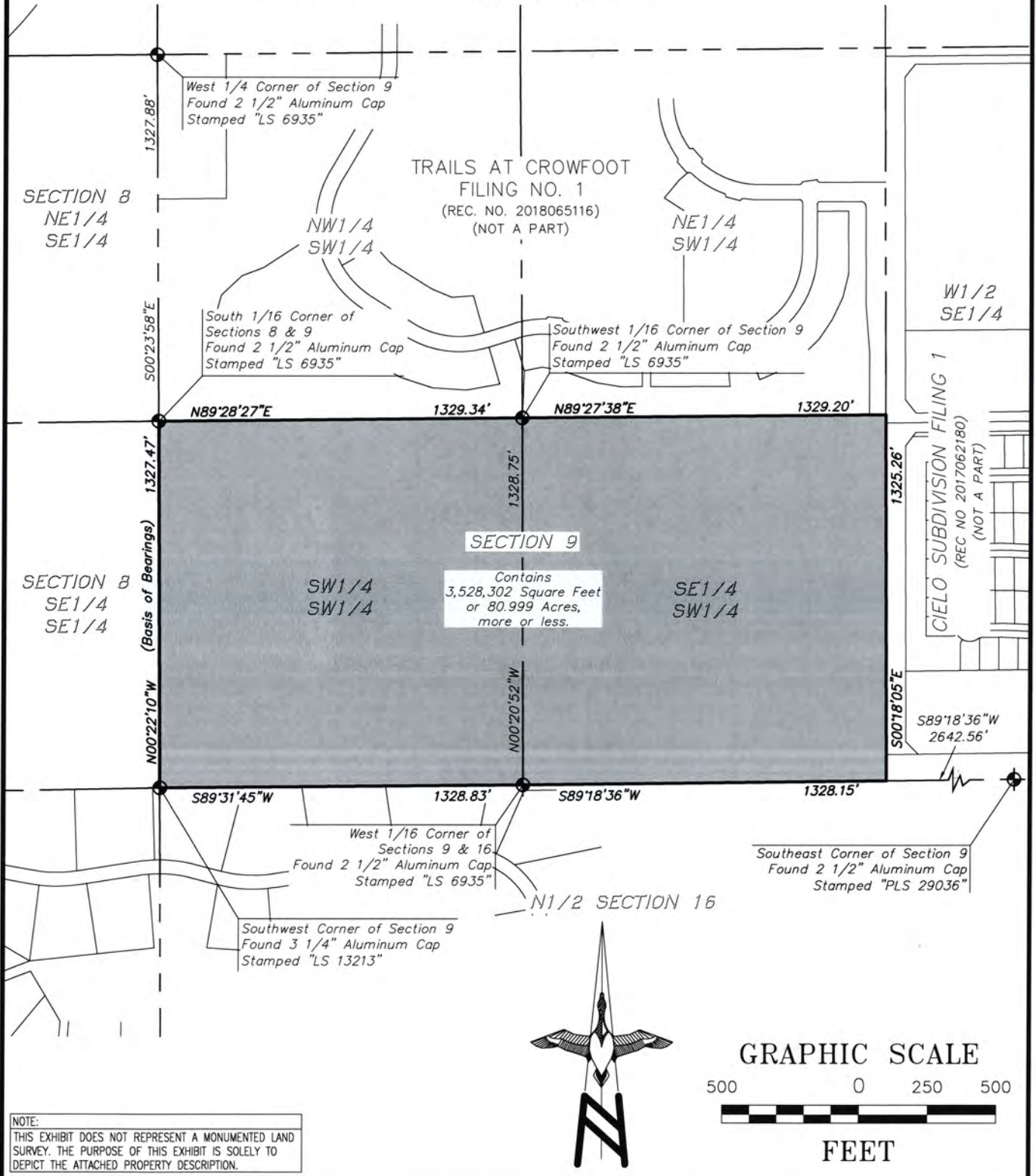


Exhibit D
Cost of Improvements

Bloom

Public Improvements

Prepared For:	Bloom	Location:	South of Intersection Crowfoot Valley Road and South Chambers Road in Douglas County, Colorado
Prepared By:	Atwell, LLC	Notes:	1. Dry utilities and sleeving are not included in this estimate. 2. Sub-excavation is not included in this estimate. 3. Onsite dry utility removal is not included in this estimate. 4. Hard rock excavation is not included in this estimate. 5. Mass earthwork quantities are not included in this estimate.
Date:	2/10/2026		

Mobilization, Bonds and Insurance

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments</u>
Mobilization (3% of Construction Cost)	1	EA	\$ 400,131	\$ 400,131	
			Subtotal	\$ 400,131	

Public Access Infrastructure

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments</u>
Bayou Gulch Road - west half of ROW, inc. 6' walk	1,325	LF	\$ 403	\$ 533,445	West half section of 4 lane Arterial Road, including 6' Walk
			Subtotal	\$ 533,445	

Soft Costs-Public Access Infrastructure

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments: All items are a percentage of public access infrastructure total</u>
Civil Engineering	1	LS	\$ 22,938	\$ 22,938	4.3%
Survey	1	LS	\$ 1,067	\$ 1,067	0.2%
Geotechnical	1	LS	\$ 13,336	\$ 13,336	2.5%
Environmental	1	LS	\$ 3,201	\$ 3,201	0.6%
Planning	1	LS	\$ 14,936	\$ 14,936	2.8%
Legal	1	LS	\$ 15,470	\$ 15,470	2.9%
Agency Review Fees	1	LS	\$ 6,401	\$ 6,401	1.2%
Survey-Staking	1	LS	\$ 21,338	\$ 21,338	4.0%
Geotech-Observation and Testing	1	LS	\$ 21,338	\$ 21,338	4.0%
Construction Admin-Engineering	1	LS	\$ 10,669	\$ 10,669	2.0%
Construction Admin-Landscape Architecture	1	LS	\$ 5,334	\$ 5,334	1.0%
Legal	1	LS	\$ 2,667	\$ 2,667	0.5%
Development Permits	1	LS	\$ 15,470	\$ 15,470	2.9%
Construction Management	1	LS	\$ 42,676	\$ 42,676	8.0%
Warranty R&R	1	LS	\$ 10,669	\$ 10,669	2.0%
			Subtotal	\$ 207,510	

Public Water Infrastructure

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments</u>
8" Water Main (C900 PVC) in Road A	2,849	LF	\$ 104	\$ 295,466	Includes water mains, valves, fittings, bends, hydrants, etc.
8" Water Main (C900 PVC) in Road B	3,496	LF	\$ 104	\$ 362,521	Includes water mains, valves, fittings, bends, hydrants, etc.
Connect to Existing	2	EA	\$ 2,830	\$ 5,661	
			Subtotal	\$ 663,648	

Soft Costs-Public Water Infrastructure

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments: All items are a percentage of public access infrastructure total</u>
Civil Engineering	1	LS	\$ 28,537	\$ 28,537	4.3%
Survey	1	LS	\$ 1,327	\$ 1,327	0.2%
Geotechnical	1	LS	\$ 16,591	\$ 16,591	2.5%
Environmental	1	LS	\$ 3,982	\$ 3,982	0.6%
Planning	1	LS	\$ 18,582	\$ 18,582	2.8%
Legal	1	LS	\$ 19,246	\$ 19,246	2.9%
Agency Review Fees	1	LS	\$ 7,964	\$ 7,964	1.2%
Survey-Staking	1	LS	\$ 26,546	\$ 26,546	4.0%
Geotech-Observation and Testing	1	LS	\$ 26,546	\$ 26,546	4.0%
Construction Admin-Engineering	1	LS	\$ 13,273	\$ 13,273	2.0%
Construction Admin-Landscape Architecture	1	LS	\$ 6,636	\$ 6,636	1.0%
Legal	1	LS	\$ 3,318	\$ 3,318	0.5%
Development Permits	1	LS	\$ 19,246	\$ 19,246	2.9%
Construction Management	1	LS	\$ 53,092	\$ 53,092	8.0%
Warranty R&R	1	LS	\$ 13,273	\$ 13,273	2.0%
			Subtotal	\$ 258,159	

Public Sanitary Infrastructure

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments</u>
8" San (PVC) in Road A	2,078	LF	\$ 104	\$ 215,438	Includes sanitary sewer pipe, manholes and stubs
8" San (PVC) in Road B	3,360	LF	\$ 104	\$ 348,416	Includes sanitary sewer pipe, manholes and stubs
Connect to Existing	1	EA	\$ 3,904	\$ 3,904	
			Subtotal	\$ 567,758	

Soft Costs-Public Sanitary Infrastructure

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments: All items are a percentage of public access infrastructure total</u>
Civil Engineering	1	LS	\$ 24,414	\$ 24,414	4.3%
Survey	1	LS	\$ 1,136	\$ 1,136	0.2%
Geotechnical	1	LS	\$ 14,194	\$ 14,194	2.5%
Environmental	1	LS	\$ 3,407	\$ 3,407	0.6%
Planning	1	LS	\$ 15,897	\$ 15,897	2.8%
Legal	1	LS	\$ 16,465	\$ 16,465	2.9%
Agency Review Fees	1	LS	\$ 6,813	\$ 6,813	1.2%
Survey-Staking	1	LS	\$ 22,710	\$ 22,710	4.0%
Geotech-Observation and Testing	1	LS	\$ 22,710	\$ 22,710	4.0%
Construction Admin-Engineering	1	LS	\$ 11,355	\$ 11,355	2.0%
Construction Admin-Landscape Architecture	1	LS	\$ 5,678	\$ 5,678	1.0%
Legal	1	LS	\$ 2,839	\$ 2,839	0.5%
Development Permits	1	LS	\$ 16,465	\$ 16,465	2.9%
Construction Management	1	LS	\$ 45,421	\$ 45,421	8.0%
Warranty R&R	1	LS	\$ 11,355	\$ 11,355	2.0%
			Subtotal	\$ 220,858	

Public Access Landscape

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments</u>
Open Space Area 1	285,060	SF	\$ 12	\$ 3,477,728	Includes seeding, landscape, and irrigation
Open Space Area 2	628,535	SF	\$ 12	\$ 7,668,133	Includes seeding, landscape, and irrigation
Entry Gate	1	EA	\$ 244,000	\$ 244,000	Structure including water and sanitary services
Entry Monument	1	EA	\$ 183,000	\$ 183,000	Bayou Gulch Road Entry
			Subtotal	\$ 11,572,860	

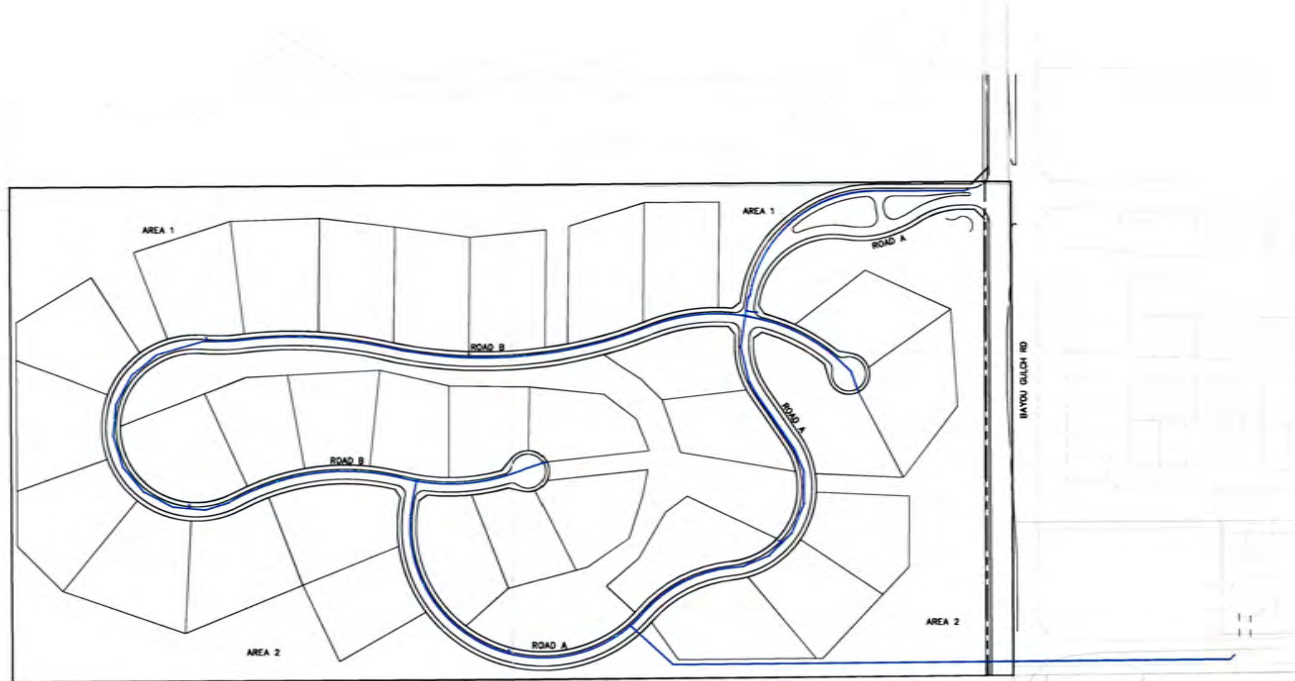
Soft Costs-Public Access Landscape

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Cost</u>	<u>Cost per Item</u>	<u>Comments</u> : All items are a percentage of public access infrastructure total
Civil Engineering	1	LS	\$ 497,633	\$ 497,633	4.3%
Survey	1	LS	\$ 23,146	\$ 23,146	0.2%
Geotechnical	1	LS	\$ 289,322	\$ 289,322	2.5%
Environmental	1	LS	\$ 69,437	\$ 69,437	0.6%
Planning	1	LS	\$ 324,040	\$ 324,040	2.8%
Legal	1	LS	\$ 335,613	\$ 335,613	2.9%
Agency Review Fees	1	LS	\$ 138,874	\$ 138,874	1.2%
Survey-Staking	1	LS	\$ 462,914	\$ 462,914	4.0%
Geotech-Observation and Testing	1	LS	\$ 462,914	\$ 462,914	4.0%
Construction Admin-Engineering	1	LS	\$ 231,457	\$ 231,457	2.0%
Construction Admin-Landscape Architecture	1	LS	\$ 115,729	\$ 115,729	1.0%
Legal	1	LS	\$ 57,864	\$ 57,864	0.5%
Development Permits	1	LS	\$ 335,613	\$ 335,613	2.9%
Construction Management	1	LS	\$ 925,829	\$ 925,829	8.0%
Warranty R&R	1	LS	\$ 231,457	\$ 231,457	2.0%
			Subtotal	\$ 4,501,843	
			Construction Subtotal	\$ 13,337,711	
			Soft Costs Subtotal	\$ 5,588,501	
			Contingency (10%)	\$ 1,892,621	
			Infrastructure Improvements Total	\$ 20,818,833	
			Total Lots	32	
			Cost Per Lot	\$ 650,589	

Exhibit E
Map of Improvements

BLOOM

OVERALL WATER EXHIBIT



LEGEND
 8" WATER LINE ———

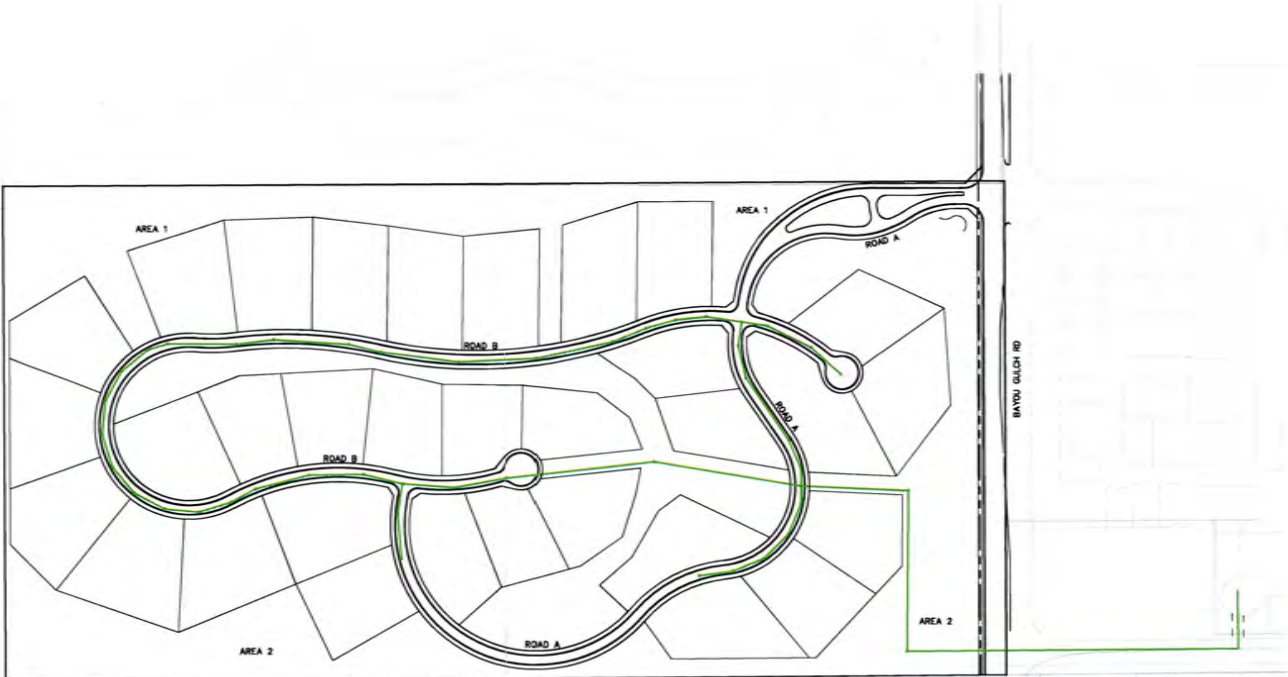


PROJECT NO: 22003148
 DATE: 02/02/2026

ATWELL
 866.850.4200 www.atwell.com
 143 UNION BOULEVARD, SUITE 200
 LAKEWOOD, CO 80226
 303.462.1100
 CONTACT: BEN SAETERWHITE
 BSATW@ATWELL.COM

BLOOM

OVERALL SANITARY EXHIBIT



LEGEND
 8" SANITARY SEWER LINE

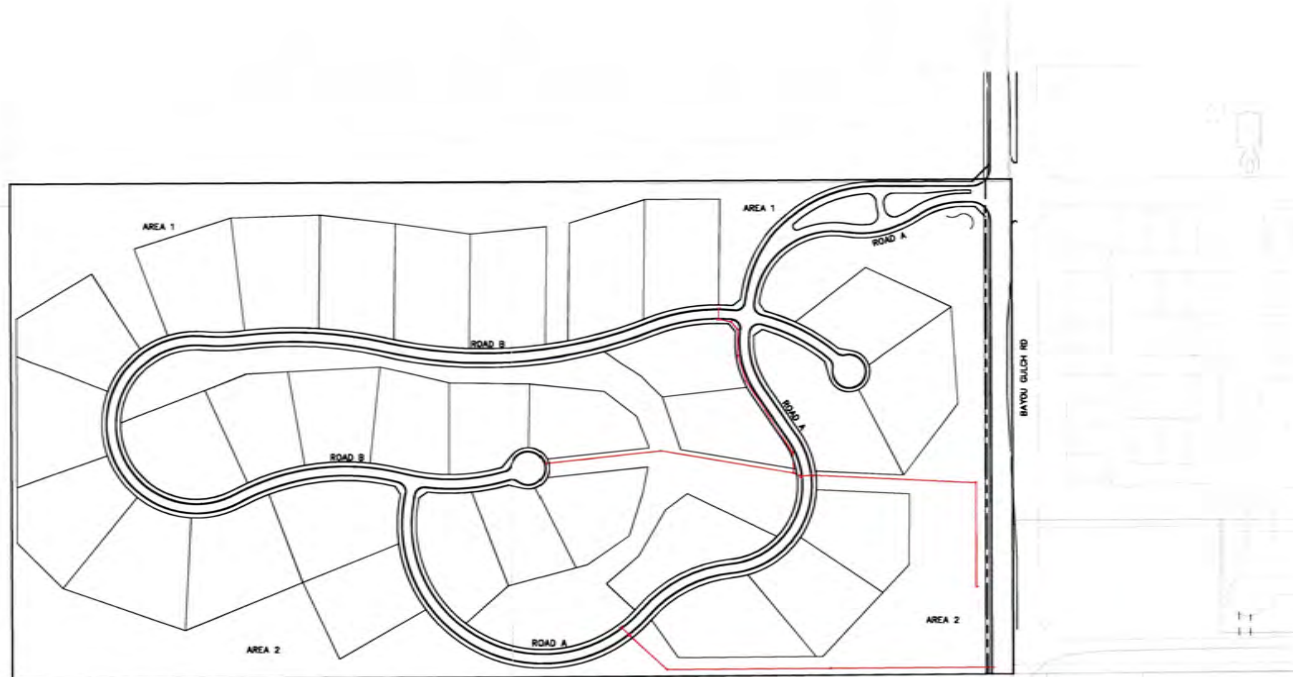


ATWELL
 866.850.4200 www.atwell.com
 143 OHOK BOULEVARD, SUITE 200
 LAKEWOOD, CO 80228
 303.462.1100
 CONTACT: BEN SATTENWHITE
 BSATTEN@ATWELL.COM

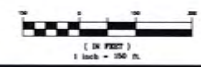
PROJECT NO: 22003148
 DATE: 02/02/2025

BLOOM

OVERALL STORM AND DRAINAGE EXHIBIT



LEGEND
 STORM SEWER LINE —

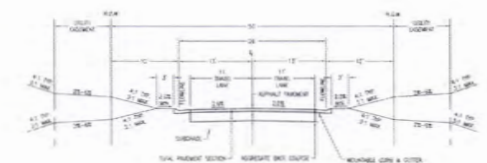
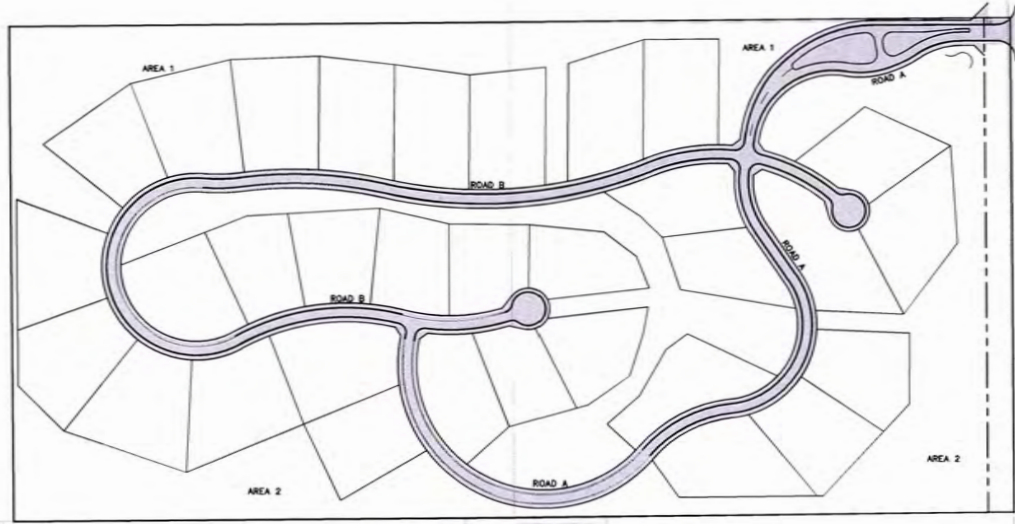


PROJECT NO.: 22003148
 DATE: 02/02/2026

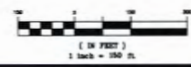
ATWELL
 866.850.4200 www.atwell.com
 143 UNION BOULEVARD, SUITE 100
 LAKEWOOD, CO 80228
 303.462.1100
 CONTACT: BEN SATTERWHITE
 BSATTERWHITE@ATWELL.COM

BLOOM

OVERALL STREET EXHIBIT



LEGEND
 2 LANE RURAL LOCAL TYPE II STREET SECTION




PROJECT NO.: 22003148
 DATE: 04/21/2026


ATWELL
 866.850.4200 www.atwell.com
 143 UNION SQUARE, SUITE 100
 LAKEWOOD CO 80228
 303.482.1700
 CONTACT: BEN BATTERMAN
 BENBATTERMAN@ATWELL.COM


BLOOM OPEN SPACE EXHIBIT

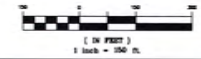


LEGEND

OPEN SPACE 

ENTRY MONUMENT 

GATED ENTRY 



ATWELL
 866.850.4200 www.atwell.com
 143 UNDERHILLWAY, SUITE 300
 LAKEWOOD, CO 80238
 303.942.1700
 CONTACT BEN SALTERWHITE
 BSALTER@ATWELL.COM

PROJECT NO.: 22003148
 DATE: 02/02/2028

**Exhibit F
Financial
Plan**

**Bloom Metropolitan District
Douglas County, Colorado**

~~~  
**General Obligation Bonds, Series 2026  
General Obligation Refunding & Improvement Bonds, Series 2036**

~~~  
Service Plan

Bond Assumptions	Series 2026	Series 2036
Closing Date	12/1/2026	12/1/2036
First Call Date	12/1/2036	12/1/2046
Final Maturity	12/1/2056	12/1/2066
Discharge Date	12/2/2066	12/2/2066
Sources of Funds		
Par Amount	6,855,000	10,745,000
Funds on Hand	0	570,000
Total	6,855,000	11,315,000
Uses of Funds		
Project Fund	4,773,650	3,610,275
Refunding Escrow	0	6,640,000
Capitalized Interest	1,028,250	0
Reserve Fund	0	811,000
Surplus Deposit	616,000	0
Cost of Issuance	437,100	253,725
Total	6,855,000	11,315,000
Debt Features		
Projected Coverage at Mill Levy Cap	1.00x	1.00x
Tax Status	Tax-Exempt	Tax-Exempt
Interest Payment Type	Current	Current
Interest Frequency	Semiannual	Semiannual
Rating	Non-Rated	Investment Grade
Coupon (Interest Rate)	5.000%	4.000%
Annual Trustee Fee	\$4,000	\$4,000
Biennial Reassessment		
Residential	6.00%	6.00%
Tax Authority Assumptions		
Metropolitan District Debt Service Mill Levy Revenue		
Service Plan		
Residential Base Rate	6.80%	
Debt Service Mills		
Service Plan Mill Levy Cap	50.000	
Specific Ownership Tax	6.00%	
County Treasurer Fee	1.50%	
Operations		
Mill Levy	10.000	

**Bloom Metropolitan District
Development Summary**

Statutory Actual Value (2025)	Residential										Total
	SFD	-	-	-	-	-	-	-	-	-	
	\$3,000,000	-	-	-	-	-	-	-	-	-	
2026	-	-	-	-	-	-	-	-	-	-	-
2027	8	-	-	-	-	-	-	-	-	-	8
2028	8	-	-	-	-	-	-	-	-	-	8
2029	8	-	-	-	-	-	-	-	-	-	8
2030	8	-	-	-	-	-	-	-	-	-	8
2031	-	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-	-
Total Units	32	-	-	-	-	-	-	-	-	-	32
Total Statutory Actual Value	\$96,000,000	-	-	-	-	-	-	-	-	-	\$96,000,000

**Bloom Metropolitan District
Assessed Value**

	Vacant and Improved Land ¹		Single Family				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag	Residential Units Delivered	Biennial Reassessment 6.00%	Statutory Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag
2026	2,400,000	0	-	-	0	6.800%	0
2027	2,400,000	0	8	-	24,969,600	6.800%	0
2028	2,400,000	600,000	8	499,392	50,937,984	6.800%	600,000
2029	2,400,000	600,000	8	-	76,916,356	6.800%	2,297,933
2030	0	600,000	8	1,538,327	104,952,622	6.800%	4,063,783
2031	0	600,000	-	-	104,952,622	6.800%	5,830,312
2032	0	0	-	6,297,157	111,249,780	6.800%	7,136,778
2033	0	0	-	-	111,249,780	6.800%	7,136,778
2034	0	0	-	6,674,987	117,924,766	6.800%	7,564,985
2035	0	0	-	-	117,924,766	6.800%	7,564,985
2036	0	0	-	7,075,486	125,000,252	6.800%	8,018,884
2037	0	0	-	-	125,000,252	6.800%	8,018,884
2038	0	0	-	7,500,015	132,500,267	6.800%	8,500,017
2039	0	0	-	-	132,500,267	6.800%	8,500,017
2040	0	0	-	7,950,016	140,450,284	6.800%	9,010,018
2041	0	0	-	-	140,450,284	6.800%	9,010,018
2042	0	0	-	8,427,017	148,877,301	6.800%	9,550,619
2043	0	0	-	-	148,877,301	6.800%	9,550,619
2044	0	0	-	8,932,638	157,809,939	6.800%	10,123,656
2045	0	0	-	-	157,809,939	6.800%	10,123,656
2046	0	0	-	9,468,596	167,278,535	6.800%	10,731,076
2047	0	0	-	-	167,278,535	6.800%	10,731,076
2048	0	0	-	10,036,712	177,315,247	6.800%	11,374,940
2049	0	0	-	-	177,315,247	6.800%	11,374,940
2050	0	0	-	10,638,915	187,954,162	6.800%	12,057,437
2051	0	0	-	-	187,954,162	6.800%	12,057,437
2052	0	0	-	11,277,250	199,231,411	6.800%	12,780,883
2053	0	0	-	-	199,231,411	6.800%	12,780,883
2054	0	0	-	11,953,885	211,185,296	6.800%	13,547,736
2055	0	0	-	-	211,185,296	6.800%	13,547,736
2056	0	0	-	12,671,118	223,856,414	6.800%	14,360,600
Total			32	120,941,511			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Bloom Metropolitan District
Revenue**

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy ¹	Debt Mill Levy Collections	Specific Ownership Taxes	County Treasurer Fee	Annual Trustee Fee	Revenue Available for Debt Service
		50.000 Cap 50.000 Target	99.50%	6.00%	1.50%		
2026	0	0.000	0	0	0	0	0
2027	0	50.000	0	0	0	(4,000)	(4,000)
2028	600,000	50.000	29,850	1,791	(448)	(4,000)	27,193
2029	2,297,933	50.000	114,322	6,859	(1,715)	(4,000)	115,467
2030	4,063,783	50.000	202,173	12,130	(3,033)	(4,000)	207,271
2031	5,830,312	50.000	290,058	17,403	(4,351)	(4,000)	299,111
2032	7,136,778	50.000	355,055	21,303	(5,326)	(4,000)	367,032
2033	7,136,778	50.000	355,055	21,303	(5,326)	(4,000)	367,032
2034	7,564,985	50.000	376,358	22,581	(5,645)	(4,000)	389,294
2035	7,564,985	50.000	376,358	22,581	(5,645)	(4,000)	389,294
2036	8,018,884	50.000	398,939	23,936	(5,984)	(4,000)	412,892
2037	8,018,884	50.000	398,939	23,936	(5,984)	(4,000)	412,892
2038	8,500,017	50.000	422,876	25,373	(6,343)	(4,000)	437,905
2039	8,500,017	50.000	422,876	25,373	(6,343)	(4,000)	437,905
2040	9,010,018	50.000	448,248	26,895	(6,724)	(4,000)	464,420
2041	9,010,018	50.000	448,248	26,895	(6,724)	(4,000)	464,420
2042	9,550,619	50.000	475,143	28,509	(7,127)	(4,000)	492,525
2043	9,550,619	50.000	475,143	28,509	(7,127)	(4,000)	492,525
2044	10,123,656	50.000	503,652	30,219	(7,555)	(4,000)	522,316
2045	10,123,656	50.000	503,652	30,219	(7,555)	(4,000)	522,316
2046	10,731,076	50.000	533,871	32,032	(8,008)	(4,000)	553,895
2047	10,731,076	50.000	533,871	32,032	(8,008)	(4,000)	553,895
2048	11,374,940	50.000	565,903	33,954	(8,489)	(4,000)	587,369
2049	11,374,940	50.000	565,903	33,954	(8,489)	(4,000)	587,369
2050	12,057,437	50.000	599,857	35,991	(8,998)	(4,000)	622,851
2051	12,057,437	50.000	599,857	35,991	(8,998)	(4,000)	622,851
2052	12,780,883	50.000	635,849	38,151	(9,538)	(4,000)	660,462
2053	12,780,883	50.000	635,849	38,151	(9,538)	(4,000)	660,462
2054	13,547,736	50.000	674,000	40,440	(10,110)	(4,000)	700,330
2055	13,547,736	50.000	674,000	40,440	(10,110)	(4,000)	700,330
2056	14,360,600	50.000	714,440	42,866	(10,717)	(4,000)	742,590
2057	14,360,600	50.000	714,440	42,866	(10,717)	(4,000)	742,590
2058	15,222,236	50.000	757,306	45,438	(11,360)	(4,000)	787,385
2059	15,222,236	50.000	757,306	45,438	(11,360)	(4,000)	787,385
2060	16,135,570	50.000	802,745	48,165	(12,041)	(4,000)	834,868
2061	16,135,570	50.000	802,745	48,165	(12,041)	(4,000)	834,868
2062	17,103,705	50.000	850,909	51,055	(12,764)	(4,000)	885,200
2063	17,103,705	50.000	850,909	51,055	(12,764)	(4,000)	885,200
2064	18,129,927	50.000	901,964	54,118	(13,529)	(4,000)	938,552
2065	18,129,927	50.000	901,964	54,118	(13,529)	(4,000)	938,552
2066	19,217,722	50.000	956,082	57,365	(14,341)	(4,000)	995,105
Total			21,626,717	1,297,603	(324,401)	(160,000)	22,439,920

1. Subject to adjustment based on changes in assessment methodology

**Bloom Metropolitan District
Debt Service**

	Total Revenue Available for Debt Service	Net Debt Service		Total	Surplus Fund			Ratio Analysis		
		Series 2026	Series 2036		Annual Surplus	Funds on Hand Used as a Source	Cumulative Balance ¹	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
		Dated: 12/1/2026	Dated: 12/1/2036							
		Par: \$6,855,000 Proj: \$4,773,650	Par: \$10,745,000 Proj: \$3,610,275 Escr: \$6,640,000							
2026	0	0	0	0		616,000	0	n/a	n/a	
2027	(4,000)	0	0	(4,000)		612,000	0	n/a	n/a	
2028	27,193	0	0	27,193		639,193	0	n/a	n/a	
2029	115,467	0	0	115,467		754,660	0	n/a	n/a	
2030	207,271	342,750	342,750	(135,479)		619,181	0	60%	n/a	
2031	299,111	342,750	342,750	(43,639)		575,542	0	87%	n/a	
2032	367,032	362,750	362,750	4,282		579,824	0	101%	n/a	
2033	367,032	366,750	366,750	282		580,106	0	100%	n/a	
2034	389,294	385,500	385,500	3,794		583,900	0	101%	n/a	
2035	389,294	388,250	388,250	1,044		584,944	0	100%	n/a	
2036	412,892	410,750	0	410,750	2,142	570,000	17,086	101%	217%	
2037	412,892	Refunded	429,800	429,800	(16,908)	0	178	96%	126%	
2038	437,905		434,800	434,800	3,105	0	3,105	101%	126%	
2039	437,905		434,600	434,600	3,305	0	3,305	101%	119%	
2040	464,420		459,400	459,400	5,020	0	5,020	101%	119%	
2041	464,420		463,200	463,200	1,220	0	1,220	100%	112%	
2042	492,525		491,800	491,800	725	0	725	100%	111%	
2043	492,525		489,200	489,200	3,325	0	3,325	101%	104%	
2044	522,316		521,600	521,600	716	0	716	100%	103%	
2045	522,316		517,600	517,600	4,716	0	4,716	101%	96%	
2046	553,895		553,600	553,600	295	0	295	100%	95%	
2047	553,895		553,000	553,000	895	0	895	100%	88%	
2048	587,369		587,200	587,200	169	0	169	100%	87%	
2049	587,369		584,800	584,800	2,569	0	2,569	100%	80%	
2050	622,851		622,200	622,200	651	0	651	100%	78%	
2051	622,851		622,800	622,800	51	0	51	100%	72%	
2052	660,462		658,000	658,000	2,462	0	2,462	100%	70%	
2053	660,462		656,400	656,400	4,062	0	4,062	101%	64%	
2054	700,330		699,400	699,400	930	0	930	100%	61%	
2055	700,330		700,200	700,200	130	0	130	100%	55%	
2056	742,590		740,400	740,400	2,190	0	2,190	100%	n/a	
2057	742,590		738,400	738,400	4,190	0	4,190	101%	n/a	
2058	787,385		785,800	785,800	1,585	0	1,585	100%	n/a	
2059	787,385		785,600	785,600	1,785	0	1,785	100%	n/a	
2060	834,868		834,600	834,600	268	0	268	100%	n/a	
2061	834,868		830,800	830,800	4,068	0	4,068	100%	n/a	
2062	885,200		881,200	881,200	4,000	0	4,000	100%	n/a	
2063	885,200		883,600	883,600	1,600	0	1,600	100%	n/a	
2064	938,552		934,800	934,800	3,752	0	3,752	100%	n/a	
2065	938,552		937,800	937,800	752	0	752	100%	n/a	
2066	995,105		993,400	993,400	1,705	0	1,705	100%	n/a	
Total	22,439,920	2,599,500	19,826,000	22,425,500	14,420	570,000	60,420			

1. Assumes \$616,000 Deposit to Surplus Fund at Closing

**Bloom Metropolitan District
Revenue - O&M**

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy	O&M Mill Levy Collections	Specific Ownership Taxes	County Treasurer Fee	Revenue Available for Operations
		10.000 Cap	99.50%	6.00%	1.50%	
2026	0	10,000	0	0	0	0
2027	0	10,000	0	0	0	0
2028	600,000	10,000	5,970	358	(90)	6,239
2029	2,297,933	10,000	22,864	1,372	(343)	23,893
2030	4,063,783	10,000	40,435	2,426	(607)	42,254
2031	5,830,312	10,000	58,012	3,481	(870)	60,622
2032	7,136,778	10,000	71,011	4,261	(1,065)	74,206
2033	7,136,778	10,000	71,011	4,261	(1,065)	74,206
2034	7,564,985	10,000	75,272	4,516	(1,129)	78,659
2035	7,564,985	10,000	75,272	4,516	(1,129)	78,659
2036	8,018,884	10,000	79,788	4,787	(1,197)	83,378
2037	8,018,884	10,000	79,788	4,787	(1,197)	83,378
2038	8,500,017	10,000	84,575	5,075	(1,269)	88,381
2039	8,500,017	10,000	84,575	5,075	(1,269)	88,381
2040	9,010,018	10,000	89,650	5,379	(1,345)	93,684
2041	9,010,018	10,000	89,650	5,379	(1,345)	93,684
2042	9,550,619	10,000	95,029	5,702	(1,425)	99,305
2043	9,550,619	10,000	95,029	5,702	(1,425)	99,305
2044	10,123,656	10,000	100,730	6,044	(1,511)	105,263
2045	10,123,656	10,000	100,730	6,044	(1,511)	105,263
2046	10,731,076	10,000	106,774	6,406	(1,602)	111,579
2047	10,731,076	10,000	106,774	6,406	(1,602)	111,579
2048	11,374,940	10,000	113,181	6,791	(1,698)	118,274
2049	11,374,940	10,000	113,181	6,791	(1,698)	118,274
2050	12,057,437	10,000	119,971	7,198	(1,800)	125,370
2051	12,057,437	10,000	119,971	7,198	(1,800)	125,370
2052	12,780,883	10,000	127,170	7,630	(1,908)	132,892
2053	12,780,883	10,000	127,170	7,630	(1,908)	132,892
2054	13,547,736	10,000	134,800	8,088	(2,022)	140,866
2055	13,547,736	10,000	134,800	8,088	(2,022)	140,866
2056	14,360,600	10,000	142,888	8,573	(2,143)	149,318
2057	14,360,600	10,000	142,888	8,573	(2,143)	149,318
2058	15,222,236	10,000	151,461	9,088	(2,272)	158,277
2059	15,222,236	10,000	151,461	9,088	(2,272)	158,277
2060	16,135,570	10,000	160,549	9,633	(2,408)	167,774
2061	16,135,570	10,000	160,549	9,633	(2,408)	167,774
2062	17,103,705	10,000	170,182	10,211	(2,553)	177,840
2063	17,103,705	10,000	170,182	10,211	(2,553)	177,840
2064	18,129,927	10,000	180,393	10,824	(2,706)	188,510
2065	18,129,927	10,000	180,393	10,824	(2,706)	188,510
2066	19,217,722	10,000	191,216	11,473	(2,868)	199,821
Total			4,325,343	259,521	(64,880)	4,519,984

SOURCES AND USES OF FUNDS

**BLOOM METROPOLITAN DISTRICT
Douglas County, Colorado**

~~~  
**GENERAL OBLIGATION BONDS, SERIES 2026**

~~~  
Service Plan

Dated Date 12/01/2026
Delivery Date 12/01/2026

Sources:

Bond Proceeds:	
Par Amount	6,855,000.00
	<hr/>
	6,855,000.00

Uses:

Project Fund Deposits:	
Project Fund	4,773,650.00
Other Fund Deposits:	
Capitalized Interest Fund	1,028,250.00
Surplus Deposit	<hr/>
	616,000.00
	1,644,250.00
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Underwriter's Discount:	
Underwriter's Discount	137,100.00
	<hr/>
	6,855,000.00

BOND SUMMARY STATISTICS

BLOOM METROPOLITAN DISTRICT Douglas County, Colorado

GENERAL OBLIGATION BONDS, SERIES 2026

Service Plan

Dated Date	12/01/2026
Delivery Date	12/01/2026
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.151790%
Net Interest Cost (NIC)	5.086197%
All-In TIC	5.500136%
Average Coupon	5.000000%
Average Life (years)	23.203
Duration of Issue (years)	13.592
Par Amount	6,855,000.00
Bond Proceeds	6,855,000.00
Total Interest	7,952,750.00
Net Interest	8,089,850.00
Total Debt Service	14,807,750.00
Maximum Annual Debt Service	740,250.00
Average Annual Debt Service	493,591.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond Due 2056	6,855,000.00	100.000	5.000%	23.203
	6,855,000.00			23.203

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,855,000.00	6,855,000.00	6,855,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(137,100.00)	(137,100.00)	
- Cost of Issuance Expense		(300,000.00)	
- Other Amounts			
Target Value	6,717,900.00	6,417,900.00	6,855,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.151790%	5.500136%	5.000000%

BOND PRICING

**BLOOM METROPOLITAN DISTRICT
Douglas County, Colorado**

~~~  
**GENERAL OBLIGATION BONDS, SERIES 2026**

~~~  
Service Plan

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond Due 2056:					
	12/01/2027		5.000%	5.000%	100.000
	12/01/2028		5.000%	5.000%	100.000
	12/01/2029		5.000%	5.000%	100.000
	12/01/2030		5.000%	5.000%	100.000
	12/01/2031		5.000%	5.000%	100.000
	12/01/2032	20,000	5.000%	5.000%	100.000
	12/01/2033	25,000	5.000%	5.000%	100.000
	12/01/2034	45,000	5.000%	5.000%	100.000
	12/01/2035	50,000	5.000%	5.000%	100.000
	12/01/2036	75,000	5.000%	5.000%	100.000
	12/01/2037	80,000	5.000%	5.000%	100.000
	12/01/2038	105,000	5.000%	5.000%	100.000
	12/01/2039	110,000	5.000%	5.000%	100.000
	12/01/2040	145,000	5.000%	5.000%	100.000
	12/01/2041	150,000	5.000%	5.000%	100.000
	12/01/2042	190,000	5.000%	5.000%	100.000
	12/01/2043	195,000	5.000%	5.000%	100.000
	12/01/2044	235,000	5.000%	5.000%	100.000
	12/01/2045	250,000	5.000%	5.000%	100.000
	12/01/2046	290,000	5.000%	5.000%	100.000
	12/01/2047	305,000	5.000%	5.000%	100.000
	12/01/2048	355,000	5.000%	5.000%	100.000
	12/01/2049	375,000	5.000%	5.000%	100.000
	12/01/2050	425,000	5.000%	5.000%	100.000
	12/01/2051	450,000	5.000%	5.000%	100.000
	12/01/2052	510,000	5.000%	5.000%	100.000
	12/01/2053	535,000	5.000%	5.000%	100.000
	12/01/2054	600,000	5.000%	5.000%	100.000
	12/01/2055	630,000	5.000%	5.000%	100.000
	12/01/2056	705,000	5.000%	5.000%	100.000
		6,855,000			

Dated Date	12/01/2026	
Delivery Date	12/01/2026	
First Coupon	06/01/2027	
Par Amount	6,855,000.00	
Original Issue Discount		
Production	6,855,000.00	100.000000%
Underwriter's Discount	(137,100.00)	(2.000000%)
Purchase Price	6,717,900.00	98.000000%
Accrued Interest		
Net Proceeds	6,717,900.00	

NET DEBT SERVICE
BLOOM METROPOLITAN DISTRICT
Douglas County, Colorado
 ~~~  
**GENERAL OBLIGATION BONDS, SERIES 2026**  
 ~~~  
Service Plan

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Capitalized Interest Fund</i>	<i>Net Debt Service</i>
12/01/2027			342,750	342,750	342,750	
12/01/2028			342,750	342,750	342,750	
12/01/2029			342,750	342,750	342,750	
12/01/2030			342,750	342,750		342,750
12/01/2031			342,750	342,750		342,750
12/01/2032	20,000	5.000%	342,750	362,750		362,750
12/01/2033	25,000	5.000%	341,750	366,750		366,750
12/01/2034	45,000	5.000%	340,500	385,500		385,500
12/01/2035	50,000	5.000%	338,250	388,250		388,250
12/01/2036	75,000	5.000%	335,750	410,750		410,750
12/01/2037	80,000	5.000%	332,000	412,000		412,000
12/01/2038	105,000	5.000%	328,000	433,000		433,000
12/01/2039	110,000	5.000%	322,750	432,750		432,750
12/01/2040	145,000	5.000%	317,250	462,250		462,250
12/01/2041	150,000	5.000%	310,000	460,000		460,000
12/01/2042	190,000	5.000%	302,500	492,500		492,500
12/01/2043	195,000	5.000%	293,000	488,000		488,000
12/01/2044	235,000	5.000%	283,250	518,250		518,250
12/01/2045	250,000	5.000%	271,500	521,500		521,500
12/01/2046	290,000	5.000%	259,000	549,000		549,000
12/01/2047	305,000	5.000%	244,500	549,500		549,500
12/01/2048	355,000	5.000%	229,250	584,250		584,250
12/01/2049	375,000	5.000%	211,500	586,500		586,500
12/01/2050	425,000	5.000%	192,750	617,750		617,750
12/01/2051	450,000	5.000%	171,500	621,500		621,500
12/01/2052	510,000	5.000%	149,000	659,000		659,000
12/01/2053	535,000	5.000%	123,500	658,500		658,500
12/01/2054	600,000	5.000%	96,750	696,750		696,750
12/01/2055	630,000	5.000%	66,750	696,750		696,750
12/01/2056	705,000	5.000%	35,250	740,250		740,250
	6,855,000		7,952,750	14,807,750	1,028,250	13,779,500

BOND DEBT SERVICE
BLOOM METROPOLITAN DISTRICT
Douglas County, Colorado
 ~~~  
**GENERAL OBLIGATION BONDS, SERIES 2026**  
 ~~~  
Service Plan

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2027			171,375	171,375	
12/01/2027			171,375	171,375	342,750
06/01/2028			171,375	171,375	
12/01/2028			171,375	171,375	342,750
06/01/2029			171,375	171,375	
12/01/2029			171,375	171,375	342,750
06/01/2030			171,375	171,375	
12/01/2030			171,375	171,375	342,750
06/01/2031			171,375	171,375	
12/01/2031			171,375	171,375	342,750
06/01/2032			171,375	171,375	
12/01/2032	20,000	5.000%	171,375	191,375	362,750
06/01/2033			170,875	170,875	
12/01/2033	25,000	5.000%	170,875	195,875	366,750
06/01/2034			170,250	170,250	
12/01/2034	45,000	5.000%	170,250	215,250	385,500
06/01/2035			169,125	169,125	
12/01/2035	50,000	5.000%	169,125	219,125	388,250
06/01/2036			167,875	167,875	
12/01/2036	75,000	5.000%	167,875	242,875	410,750
06/01/2037			166,000	166,000	
12/01/2037	80,000	5.000%	166,000	246,000	412,000
06/01/2038			164,000	164,000	
12/01/2038	105,000	5.000%	164,000	269,000	433,000
06/01/2039			161,375	161,375	
12/01/2039	110,000	5.000%	161,375	271,375	432,750
06/01/2040			158,625	158,625	
12/01/2040	145,000	5.000%	158,625	303,625	462,250
06/01/2041			155,000	155,000	
12/01/2041	150,000	5.000%	155,000	305,000	460,000
06/01/2042			151,250	151,250	
12/01/2042	190,000	5.000%	151,250	341,250	492,500
06/01/2043			146,500	146,500	
12/01/2043	195,000	5.000%	146,500	341,500	488,000
06/01/2044			141,625	141,625	
12/01/2044	235,000	5.000%	141,625	376,625	518,250
06/01/2045			135,750	135,750	
12/01/2045	250,000	5.000%	135,750	385,750	521,500
06/01/2046			129,500	129,500	
12/01/2046	290,000	5.000%	129,500	419,500	549,000
06/01/2047			122,250	122,250	
12/01/2047	305,000	5.000%	122,250	427,250	549,500
06/01/2048			114,625	114,625	
12/01/2048	355,000	5.000%	114,625	469,625	584,250
06/01/2049			105,750	105,750	
12/01/2049	375,000	5.000%	105,750	480,750	586,500
06/01/2050			96,375	96,375	
12/01/2050	425,000	5.000%	96,375	521,375	617,750
06/01/2051			85,750	85,750	
12/01/2051	450,000	5.000%	85,750	535,750	621,500
06/01/2052			74,500	74,500	
12/01/2052	510,000	5.000%	74,500	584,500	659,000
06/01/2053			61,750	61,750	
12/01/2053	535,000	5.000%	61,750	596,750	658,500
06/01/2054			48,375	48,375	
12/01/2054	600,000	5.000%	48,375	648,375	696,750
06/01/2055			33,375	33,375	
12/01/2055	630,000	5.000%	33,375	663,375	696,750
06/01/2056			17,625	17,625	
12/01/2056	705,000	5.000%	17,625	722,625	740,250
	6,855,000		7,952,750	14,807,750	14,807,750

CALL PROVISIONS

**BLOOM METROPOLITAN DISTRICT
Douglas County, Colorado**

~~~

**GENERAL OBLIGATION BONDS, SERIES 2026**

~~~

Service Plan

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2031	103.00
12/01/2032	102.00
12/01/2033	101.00
12/01/2034	100.00

BOND SOLUTION

**BLOOM METROPOLITAN DISTRICT
Douglas County, Colorado**

~~~  
**GENERAL OBLIGATION BONDS, SERIES 2026**  
~~~

Service Plan

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2027		342,750	(342,750)		(4,000)	(4,000)	
12/01/2028		342,750	(342,750)		27,193	27,193	
12/01/2029		342,750	(342,750)		115,467	115,467	
12/01/2030		342,750		342,750	207,271	(135,479)	60%
12/01/2031		342,750		342,750	299,111	(43,639)	87%
12/01/2032	20,000	362,750		362,750	367,032	4,282	101%
12/01/2033	25,000	366,750		366,750	367,032	282	100%
12/01/2034	45,000	385,500		385,500	389,294	3,794	101%
12/01/2035	50,000	388,250		388,250	389,294	1,044	100%
12/01/2036	75,000	410,750		410,750	412,892	2,142	101%
12/01/2037	80,000	412,000		412,000	412,892	892	100%
12/01/2038	105,000	433,000		433,000	437,905	4,905	101%
12/01/2039	110,000	432,750		432,750	437,905	5,155	101%
12/01/2040	145,000	462,250		462,250	464,420	2,170	100%
12/01/2041	150,000	460,000		460,000	464,420	4,420	101%
12/01/2042	190,000	492,500		492,500	492,525	25	100%
12/01/2043	195,000	488,000		488,000	492,525	4,525	101%
12/01/2044	235,000	518,250		518,250	522,316	4,066	101%
12/01/2045	250,000	521,500		521,500	522,316	816	100%
12/01/2046	290,000	549,000		549,000	553,895	4,895	101%
12/01/2047	305,000	549,500		549,500	553,895	4,395	101%
12/01/2048	355,000	584,250		584,250	587,369	3,119	101%
12/01/2049	375,000	586,500		586,500	587,369	869	100%
12/01/2050	425,000	617,750		617,750	622,851	5,101	101%
12/01/2051	450,000	621,500		621,500	622,851	1,351	100%
12/01/2052	510,000	659,000		659,000	660,462	1,462	100%
12/01/2053	535,000	658,500		658,500	660,462	1,962	100%
12/01/2054	600,000	696,750		696,750	700,330	3,580	101%
12/01/2055	630,000	696,750		696,750	700,330	3,580	101%
12/01/2056	705,000	740,250		740,250	742,590	2,340	100%
	6,855,000	14,807,750	(1,028,250)	13,779,500	13,810,213	30,713	

SOURCES AND USES OF FUNDS

BLOOM METROPOLITAN DISTRICT Adams County, Colorado

~*~*~
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036
Current Interest Bonds

~*~*~
Service Plan

Dated Date 12/01/2036
Delivery Date 12/01/2036

Sources:

Bond Proceeds:	
Par Amount	10,745,000.00
Other Sources of Funds:	
Surplus Fund	570,000.00
	<hr/>
	11,315,000.00
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	3,610,275.00
Refunding Escrow Deposits:	
Cash Deposit	6,640,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	811,000.00
Cost of Issuance:	
	200,000.00
Underwriter's Discount:	
Underwriter's Discount	53,725.00
	<hr/>
	11,315,000.00
	<hr/>

BOND SUMMARY STATISTICS

BLOOM METROPOLITAN DISTRICT Adams County, Colorado

~~~ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036 Current Interest Bonds

~~~ Service Plan

Dated Date	12/01/2036
Delivery Date	12/01/2036
Last Maturity	12/01/2066
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.034338%
Net Interest Cost (NIC)	4.021725%
All-In TIC	4.164312%
Average Coupon	4.000000%
Average Life (years)	23.015
Duration of Issue (years)	14.877
Par Amount	10,745,000.00
Bond Proceeds	10,745,000.00
Total Interest	9,892,000.00
Net Interest	9,945,725.00
Total Debt Service	20,637,000.00
Maximum Annual Debt Service	1,804,400.00
Average Annual Debt Service	687,900.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2066	10,745,000.00	100.000	4.0000%	23.015
	10,745,000.00			23.015

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,745,000.00	10,745,000.00	10,745,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(53,725.00)	(53,725.00)	
- Cost of Issuance Expense		(200,000.00)	
- Other Amounts			
Target Value	10,691,275.00	10,491,275.00	10,745,000.00
Target Date	12/01/2036	12/01/2036	12/01/2036
Yield	4.034338%	4.164312%	4.000000%

BOND PRICING

**BLOOM METROPOLITAN DISTRICT
Adams County, Colorado**

~~~  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036**  
Current Interest Bonds

~~~  
Service Plan

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2066:					
	12/01/2037		4.000%	4.000%	100.000
	12/01/2038	5,000	4.000%	4.000%	100.000
	12/01/2039	5,000	4.000%	4.000%	100.000
	12/01/2040	30,000	4.000%	4.000%	100.000
	12/01/2041	35,000	4.000%	4.000%	100.000
	12/01/2042	65,000	4.000%	4.000%	100.000
	12/01/2043	65,000	4.000%	4.000%	100.000
	12/01/2044	100,000	4.000%	4.000%	100.000
	12/01/2045	100,000	4.000%	4.000%	100.000
	12/01/2046	140,000	4.000%	4.000%	100.000
	12/01/2047	145,000	4.000%	4.000%	100.000
	12/01/2048	185,000	4.000%	4.000%	100.000
	12/01/2049	190,000	4.000%	4.000%	100.000
	12/01/2050	235,000	4.000%	4.000%	100.000
	12/01/2051	245,000	4.000%	4.000%	100.000
	12/01/2052	290,000	4.000%	4.000%	100.000
	12/01/2053	300,000	4.000%	4.000%	100.000
	12/01/2054	355,000	4.000%	4.000%	100.000
	12/01/2055	370,000	4.000%	4.000%	100.000
	12/01/2056	425,000	4.000%	4.000%	100.000
	12/01/2057	440,000	4.000%	4.000%	100.000
	12/01/2058	505,000	4.000%	4.000%	100.000
	12/01/2059	525,000	4.000%	4.000%	100.000
	12/01/2060	595,000	4.000%	4.000%	100.000
	12/01/2061	615,000	4.000%	4.000%	100.000
	12/01/2062	690,000	4.000%	4.000%	100.000
	12/01/2063	720,000	4.000%	4.000%	100.000
	12/01/2064	800,000	4.000%	4.000%	100.000
	12/01/2065	835,000	4.000%	4.000%	100.000
	12/01/2066	1,735,000	4.000%	4.000%	100.000
		10,745,000			

Dated Date	12/01/2036		
Delivery Date	12/01/2036		
First Coupon	06/01/2037		
Par Amount	10,745,000.00		
Original Issue Discount			
Production	10,745,000.00	100.000000%	
Underwriter's Discount	(53,725.00)	(0.500000%)	
Purchase Price	10,691,275.00	99.500000%	
Accrued Interest			
Net Proceeds	10,691,275.00		

NET DEBT SERVICE

**BLOOM METROPOLITAN DISTRICT
Adams County, Colorado**

~~~  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036**  
Current Interest Bonds

~~~  
Service Plan

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Debt Service Reserve Fund</i>	<i>Net Debt Service</i>
12/01/2037			429,800	429,800		429,800
12/01/2038	5,000	4.000%	429,800	434,800		434,800
12/01/2039	5,000	4.000%	429,600	434,600		434,600
12/01/2040	30,000	4.000%	429,400	459,400		459,400
12/01/2041	35,000	4.000%	428,200	463,200		463,200
12/01/2042	65,000	4.000%	426,800	491,800		491,800
12/01/2043	65,000	4.000%	424,200	489,200		489,200
12/01/2044	100,000	4.000%	421,600	521,600		521,600
12/01/2045	100,000	4.000%	417,600	517,600		517,600
12/01/2046	140,000	4.000%	413,600	553,600		553,600
12/01/2047	145,000	4.000%	408,000	553,000		553,000
12/01/2048	185,000	4.000%	402,200	587,200		587,200
12/01/2049	190,000	4.000%	394,800	584,800		584,800
12/01/2050	235,000	4.000%	387,200	622,200		622,200
12/01/2051	245,000	4.000%	377,800	622,800		622,800
12/01/2052	290,000	4.000%	368,000	658,000		658,000
12/01/2053	300,000	4.000%	356,400	656,400		656,400
12/01/2054	355,000	4.000%	344,400	699,400		699,400
12/01/2055	370,000	4.000%	330,200	700,200		700,200
12/01/2056	425,000	4.000%	315,400	740,400		740,400
12/01/2057	440,000	4.000%	298,400	738,400		738,400
12/01/2058	505,000	4.000%	280,800	785,800		785,800
12/01/2059	525,000	4.000%	260,600	785,600		785,600
12/01/2060	595,000	4.000%	239,600	834,600		834,600
12/01/2061	615,000	4.000%	215,800	830,800		830,800
12/01/2062	690,000	4.000%	191,200	881,200		881,200
12/01/2063	720,000	4.000%	163,600	883,600		883,600
12/01/2064	800,000	4.000%	134,800	934,800		934,800
12/01/2065	835,000	4.000%	102,800	937,800		937,800
12/01/2066	1,735,000	4.000%	69,400	1,804,400	811,000	993,400
	10,745,000		9,892,000	20,637,000	811,000	19,826,000

BOND DEBT SERVICE

**BLOOM METROPOLITAN DISTRICT
Adams County, Colorado**

~~~  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036**  
**Current Interest Bonds**

~~~  
Service Plan

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2037			214,900	214,900	
12/01/2037			214,900	214,900	429,800
06/01/2038			214,900	214,900	
12/01/2038	5,000	4.000%	214,900	219,900	434,800
06/01/2039			214,800	214,800	
12/01/2039	5,000	4.000%	214,800	219,800	434,600
06/01/2040			214,700	214,700	
12/01/2040	30,000	4.000%	214,700	244,700	459,400
06/01/2041			214,100	214,100	
12/01/2041	35,000	4.000%	214,100	249,100	463,200
06/01/2042			213,400	213,400	
12/01/2042	65,000	4.000%	213,400	278,400	491,800
06/01/2043			212,100	212,100	
12/01/2043	65,000	4.000%	212,100	277,100	489,200
06/01/2044			210,800	210,800	
12/01/2044	100,000	4.000%	210,800	310,800	521,600
06/01/2045			208,800	208,800	
12/01/2045	100,000	4.000%	208,800	308,800	517,600
06/01/2046			206,800	206,800	
12/01/2046	140,000	4.000%	206,800	346,800	553,600
06/01/2047			204,000	204,000	
12/01/2047	145,000	4.000%	204,000	349,000	553,000
06/01/2048			201,100	201,100	
12/01/2048	185,000	4.000%	201,100	386,100	587,200
06/01/2049			197,400	197,400	
12/01/2049	190,000	4.000%	197,400	387,400	584,800
06/01/2050			193,600	193,600	
12/01/2050	235,000	4.000%	193,600	428,600	622,200
06/01/2051			188,900	188,900	
12/01/2051	245,000	4.000%	188,900	433,900	622,800
06/01/2052			184,000	184,000	
12/01/2052	290,000	4.000%	184,000	474,000	658,000
06/01/2053			178,200	178,200	
12/01/2053	300,000	4.000%	178,200	478,200	656,400
06/01/2054			172,200	172,200	
12/01/2054	355,000	4.000%	172,200	527,200	699,400
06/01/2055			165,100	165,100	
12/01/2055	370,000	4.000%	165,100	535,100	700,200
06/01/2056			157,700	157,700	
12/01/2056	425,000	4.000%	157,700	582,700	740,400
06/01/2057			149,200	149,200	
12/01/2057	440,000	4.000%	149,200	589,200	738,400
06/01/2058			140,400	140,400	
12/01/2058	505,000	4.000%	140,400	645,400	785,800
06/01/2059			130,300	130,300	
12/01/2059	525,000	4.000%	130,300	655,300	785,600
06/01/2060			119,800	119,800	
12/01/2060	595,000	4.000%	119,800	714,800	834,600
06/01/2061			107,900	107,900	
12/01/2061	615,000	4.000%	107,900	722,900	830,800
06/01/2062			95,600	95,600	
12/01/2062	690,000	4.000%	95,600	785,600	881,200
06/01/2063			81,800	81,800	
12/01/2063	720,000	4.000%	81,800	801,800	883,600
06/01/2064			67,400	67,400	
12/01/2064	800,000	4.000%	67,400	867,400	934,800
06/01/2065			51,400	51,400	
12/01/2065	835,000	4.000%	51,400	886,400	937,800
06/01/2066			34,700	34,700	
12/01/2066	1,735,000	4.000%	34,700	1,769,700	1,804,400
	10,745,000		9,892,000	20,637,000	20,637,000

CALL PROVISIONS

**BLOOM METROPOLITAN DISTRICT
Adams County, Colorado**

~~~  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036  
Current Interest Bonds**

~~~  
Service Plan

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2046	100.00

SUMMARY OF BONDS REFUNDED

BLOOM METROPOLITAN DISTRICT Adams County, Colorado

~ ~ ~
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036
Current Interest Bonds

~ ~ ~
Service Plan

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 2026 - Current Interest Bonds, 26, TERM56:					
	12/01/2037	5.000%	80,000	12/01/2036	100.000
	12/01/2038	5.000%	105,000	12/01/2036	100.000
	12/01/2039	5.000%	110,000	12/01/2036	100.000
	12/01/2040	5.000%	145,000	12/01/2036	100.000
	12/01/2041	5.000%	150,000	12/01/2036	100.000
	12/01/2042	5.000%	190,000	12/01/2036	100.000
	12/01/2043	5.000%	195,000	12/01/2036	100.000
	12/01/2044	5.000%	235,000	12/01/2036	100.000
	12/01/2045	5.000%	250,000	12/01/2036	100.000
	12/01/2046	5.000%	290,000	12/01/2036	100.000
	12/01/2047	5.000%	305,000	12/01/2036	100.000
	12/01/2048	5.000%	355,000	12/01/2036	100.000
	12/01/2049	5.000%	375,000	12/01/2036	100.000
	12/01/2050	5.000%	425,000	12/01/2036	100.000
	12/01/2051	5.000%	450,000	12/01/2036	100.000
	12/01/2052	5.000%	510,000	12/01/2036	100.000
	12/01/2053	5.000%	535,000	12/01/2036	100.000
	12/01/2054	5.000%	600,000	12/01/2036	100.000
	12/01/2055	5.000%	630,000	12/01/2036	100.000
	12/01/2056	5.000%	705,000	12/01/2036	100.000
			6,640,000		

ESCROW REQUIREMENTS

**BLOOM METROPOLITAN DISTRICT
Adams County, Colorado**

~*~*~
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036
Current Interest Bonds**

~*~*~
Service Plan

<i>Period Ending</i>	<i>Principal Redeemed</i>	<i>Total</i>
12/01/2036	6,640,000	6,640,000.00
	6,640,000	6,640,000.00

BOND SOLUTION

**BLOOM METROPOLITAN DISTRICT
Adams County, Colorado**

~~~  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2036**  
Current Interest Bonds

~~~  
Service Plan

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2037		429,800		429,800	412,892	(16,908)	96%
12/01/2038	5,000	434,800		434,800	437,905	3,105	101%
12/01/2039	5,000	434,600		434,600	437,905	3,305	101%
12/01/2040	30,000	459,400		459,400	464,420	5,020	101%
12/01/2041	35,000	463,200		463,200	464,420	1,220	100%
12/01/2042	65,000	491,800		491,800	492,525	725	100%
12/01/2043	65,000	489,200		489,200	492,525	3,325	101%
12/01/2044	100,000	521,600		521,600	522,316	716	100%
12/01/2045	100,000	517,600		517,600	522,316	4,716	101%
12/01/2046	140,000	553,600		553,600	553,895	295	100%
12/01/2047	145,000	553,000		553,000	553,895	895	100%
12/01/2048	185,000	587,200		587,200	587,369	169	100%
12/01/2049	190,000	584,800		584,800	587,369	2,569	100%
12/01/2050	235,000	622,200		622,200	622,851	651	100%
12/01/2051	245,000	622,800		622,800	622,851	51	100%
12/01/2052	290,000	658,000		658,000	660,462	2,462	100%
12/01/2053	300,000	656,400		656,400	660,462	4,062	101%
12/01/2054	355,000	699,400		699,400	700,330	930	100%
12/01/2055	370,000	700,200		700,200	700,330	130	100%
12/01/2056	425,000	740,400		740,400	742,590	2,190	100%
12/01/2057	440,000	738,400		738,400	742,590	4,190	101%
12/01/2058	505,000	785,800		785,800	787,385	1,585	100%
12/01/2059	525,000	785,600		785,600	787,385	1,785	100%
12/01/2060	595,000	834,600		834,600	834,868	268	100%
12/01/2061	615,000	830,800		830,800	834,868	4,068	100%
12/01/2062	690,000	881,200		881,200	885,200	4,000	100%
12/01/2063	720,000	883,600		883,600	885,200	1,600	100%
12/01/2064	800,000	934,800		934,800	938,552	3,752	100%
12/01/2065	835,000	937,800		937,800	938,552	752	100%
12/01/2066	1,735,000	1,804,400	(811,000)	993,400	995,105	1,705	100%
	10,745,000	20,637,000	(811,000)	19,826,000	19,869,334	43,334	

Exhibit G
Resolution of Approval

RESOLUTION NO. R-26-___

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

**A RESOLUTION APPROVING THE SERVICE PLAN
FOR BLOOM METROPOLITAN DISTRICT**

WHEREAS, on _____, 2026, a service plan for the proposed Bloom Metropolitan District (“Service Plan”) was filed with the Douglas County Clerk and Recorder (“Clerk”), and the Clerk, on behalf of the Board of County Commissioners (“Board”), mailed a Notice of Filing of Special District Service Plan to the Division of Local Government in the Department of Local Affairs on _____, 2026;

WHEREAS, on _____, 2026, the Douglas County Planning Commission recommended approval of the Service Plan to the Board;

WHEREAS, on _____, 2026, the Board set a public hearing on the Service Plan for _____, 2026 (“Public Hearing”), and (1) ratified publication of the notice of the date, time, location, and purpose of such Public Hearing, which was published in *The Douglas County News-Press* on _____, 2026 and (2) caused notice of the date, time and location of the Public Hearing to be mailed on _____, 2026, to the governing body of the existing municipalities and special districts which have levied an *ad valorem* tax within the next preceding tax year, and which have boundaries within a radius of three miles of the proposed boundaries of the Bloom Metropolitan District (“District”) and, on _____, 2026, to the petitioners and property owners, pursuant to the provisions of § 32-1-204(1.5), C.R.S.; and

WHEREAS, on _____, 2026, a Public Hearing for the Service Plan was opened at which time all interested parties, as defined in § 32-1-204, C.R.S., were afforded an opportunity to be heard, and all testimony and evidence relevant to the Service Plan and the organization of the proposed District was heard, received and considered.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, THAT:

Section 1. The Board does hereby determine that all procedural requirements of §§ 32-1-201, *et seq.*, C.R.S., relating to the Service Plan have been fulfilled and that the Board has jurisdiction in this matter.

Section 2. The Board does hereby find:

- (a) That there is sufficient existing and projected need for organized service in the area to be serviced by the proposed District; and
- (b) That the existing service in the area to be served by the proposed District is inadequate for the present and projected needs; and

- (c) That the proposed District is capable of providing economical and sufficient service to the area within the proposed boundaries; and
- (d) That the area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis; and
- (e) That adequate service is not, or will not be, available to the area through Douglas County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis; and
- (f) That the facility and service standards of the proposed District are compatible with the facility and service standards of Douglas County and each municipality which is an interested party under § 32-1-204, C.R.S.; and
- (g) That the proposal is in substantial compliance with the Douglas County Comprehensive Master Plan; and
- (h) That the proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area; and
- (i) That the creation of the proposed District will be in the best interests of the area proposed to be served; and
- (j) That the Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§ 32-1-201, *et seq.*, C.R.S.

Section 3. The Board hereby approves the Service Plan without conditions; provided, however, that such action shall not imply the approval of any land development activity within the proposed District or its service area, or of any specific number of buildable units identified in the Service Plan, unless the Board has approved such development activity as part of a separate development review process.

Section 4. The legal description of the District shall be provided in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 5. A certified copy of this resolution shall be filed in the records of Douglas County.

PASSED AND ADOPTED this ____ day of _____, 2026, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

By: _____

ATTEST:

Deputy Clerk to the Board

EXHIBIT A
Legal Description of the District

LAND DESCRIPTION

BEING THAT PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED DECEMBER 13, 2019 AT RECEPTION NO. 2019085266 IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, STATE OF COLORADO, BEING THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9 FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 BEARS N00°22'10"W BETWEEN FOUND AND ACCEPTED MONUMENTS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9 THE FOLLOWING SIX (6) COURSES;

1. N00°22'10"W, A DISTANCE OF 1327.47 FEET
2. N89°28'27"E, A DISTANCE OF 1329.34 FEET
3. N89°27'38"E, A DISTANCE OF 1329.20 FEET
4. S00°18'05"E, A DISTANCE OF 1325.26 FEET
5. S89°18'36"W, A DISTANCE OF 1328.15 FEET
6. S89°31'45"W, A DISTANCE OF 1328.83 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9 AND THE POINT OF BEGINNING.

CONTAINS 3,528,302 SQUARE FEET OR 80.999 ACRES, MORE OR LESS.

SHEET 1 OF 2

**S1/2, SW1/4, SECTION 9
T7S, R66W, 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO**

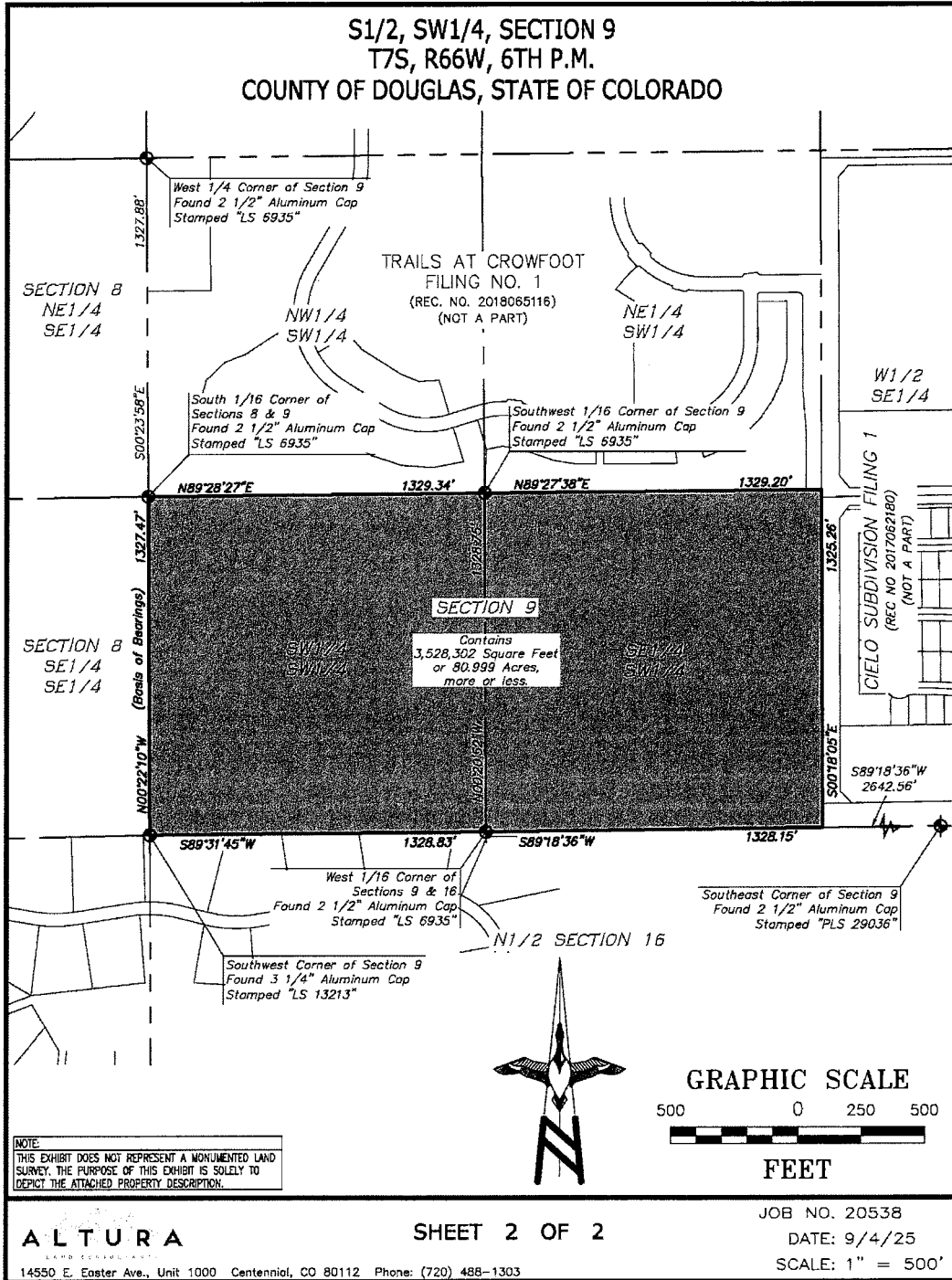


Exhibit H
Compliance with Section 18A, Water Supply – Overlay District

February 5, 2025

Affinity At Crowfoot, LLC
Attn: cayd Bader
P.O. Box 1143
Broomfield, Co 80020

RE: Will Serve Letter – Douglas County, State of Colorado.
Conditional Will Serve Letter – Parker Water & Sanitation District to provide
Water and Sanitation Services to **Bloom Development**.

Account #:R0135626
State Parcel #:2349-090-00-002
SW1/4SW1/4 9-7-66 40.00 AM/L

Account #:R0480779
State Parcel #:2349-093-00-001
SE1/4SW1/4 9-7-66 40 AM/L

Dear Mr. Bader:

The Parker Water & Sanitation District (PWSD) acknowledges its willingness and ability to serve the “**Bloom Development**” described above. The parcel is identified as future build out and will be part of PWSD upon successful completion of inclusion. And that Sanitary Sewer services may be provided to the development through an Inter-Governmental Agreement (IGA) between PWSD and the Pinery Water & Wastewater (Pinery) District.

COMMITMENT TO SERVE

PWSD is committed to providing service to all future developments within its service area, based on the water supply sources available within the PWSD’s water rights portfolio. Such commitment to provide service is conditioned upon compliance with all PWSD Rules and Regulations, Standard and Specifications, and/or conditions specific to the property; including payment of the appropriate fees and any charges related to water and/or sanitation service, as established from time to time by PWSD Directors.

Parker Water & Sanitation District ~ 13939 Ancestry Drive ~ Parker, Colorado 80134

DISTRICT WATER DEMAND

The current PWSD water demand is approximately 7,700 acre-feet per year (AF/yr), while at build out, the total of 23,500 AF/yr. The proposed development of **"Bloom Development"** will be included in our future projections. The proposed Bloom development is planning on 32 single-family equivalent taps (SFEs), with additional needs of approximately 10 single-family equivalents (SFE) for landscape irrigation. *At the District's criterion of 0.7 ac-ft/yr per SFE tap, the proposed Bloom Development will require approximately 29.4 ac-ft/yr in water demand.*

DISTRICT WATER SUPPLY

PWSD has an extensive water rights portfolio of adjudicated Denver Basin aquifer groundwater rights, both junior and senior tributary water rights, storage rights in Rueter-Hess Reservoir of 71,920 AF, return flows from effluent and lawn irrigation for use in the PWSD augmentation plan. The attached Table 1 summarizes PWSD's adjudicated first-use rights, which indicates a total of 41,134 AF/yr (the anticipated yield of these rights in both an average and dry year (Section 1805A.01.2(2)b. of the DCZR). Not included in Table 1 are the rights associated with storage in

Rueter-Hess Reservoir or any of PWSD's reuse rights, which will provide significant additional supplies to PWSD.

In summary, with the estimated buildout demand of 23,500 AF/yr, and PWSD's 41,134 AF/yr of adjudicated first-use water rights and the Denver Basin groundwater that **"Bloom Development"** will dedicate with successful inclusion, PWSD has significant excess water supplies which can serve **"Bloom Development"**, and all future planned buildout within PWSD.

WATERQUALITY

PWSD is in compliance with the Colorado Department of Public Health and Environment testing and quality requirements and provides a high-quality water supply to all customers.

SANITARY SERVICE

And that Sanitary Sewer services may be provided to the development through an Inter-Governmental Agreement (IGA) between PWSD and the Pinery Water & Wastewater (Pinery) District.

FEASIBILITY OF SERVICE

It is physically and economically feasible for PWSD to provide service to the proposed development of **“Bloom Development.”**

If you have any questions regarding any of the information provided or PWSD’s ability to provide service to the proposed development, please do not hesitate to call us.

Sincerely,
Parker Water & Sanitation District

Heather Justus
Water Resource Manager

Attachments and Links:

Exhibit Plan

Table 1 Summary of PWSD Water Rights

Map of the existing PWSD’s service area (Section 1805A.01.2(2)f. of the DCZR)

2022 Evidence of potability of PWSD’s water supply for the subdivision (Section 1805A.01.2(3) of the DCZR). [2022](#)

<https://www.pwsd.org/DocumentCenter/View/3584/2022-Consumer-Confidence-Report-PDF?bidId=>

[2023 Consumer Confidence Report](#)

<https://www.pwsd.org/DocumentCenter/View/3763/2023-PWSD-Consumer-Confidence-Report-PDF>

Parker Water & Sanitation District ~ 13939 Ancestry Drive ~ Parker, Colorado 80134

BLOOM SUBDIVISION PRELIMINARY PLAN

SITUATED IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH
PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
81.07 ACRES, 32 RESIDENTIAL LOTS, 3 TRACTS

LEGAL DESCRIPTION:

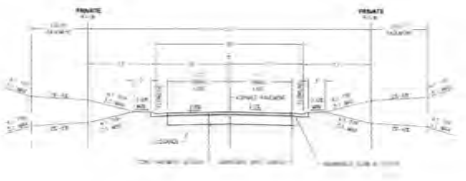
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A 3-1/4" ALUMINUM CAP STAMPED "ARCHER & ASSOC 1986 PLS 6935" AND AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP STAMPED "999 PLS 13217". SAID WEST LINE BEARS SOUTH 00°27'41" EAST.

GENERAL NOTES:

1. LAND TITLE GUARANTEE COMPANY ORDER NO. ABC70666281-6, EFFECTIVE DATE 07/20/2022, WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY ATWELL, LLC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
2. DISTANCES ON THIS PLAN ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
3. STORM SEWER DRAINAGE EASEMENTS WILL BE GRANTED TO DOUGLAS COUNTY AT THE TIME OF FINAL PLAT TO ACCOMMODATE DRAINAGE INFRASTRUCTURE WITHIN TRACTS A AND C FOR THE PURPOSES OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, HYDRAULIC STRUCTURES (COLLECTIVELY, THE "STORM FACILITIES").
4. THE MAINTENANCE AND REPAIR OF THE STORM FACILITIES LOCATED IN THE SUBDIVISION WILL BE ACCEPTED BY DOUGLAS COUNTY AT THE TIME OF FINAL PLAT AND WILL BE THE RESPONSIBILITY OF THE SYSTEM OWNER. IN THE EVENT SUCH MAINTENANCE AND REPAIRS ARE NOT PERFORMED BY THE SYSTEM OWNER TO THE SATISFACTION OF DOUGLAS COUNTY, THEN DOUGLAS COUNTY WILL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID SUBDIVISION AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE SYSTEM OWNER, UNLESS THERE IS AN EMERGENCY, IN WHICH CASE DOUGLAS COUNTY WILL GIVE NOTICE AS SOON AS PRACTICABLE, TO PERFORM ALL NECESSARY WORK, THE COST OF WHICH WILL BE PAID BY THE SYSTEM OWNER UPON BILLING. IN THE EVENT THE SYSTEM OWNER FAILS TO REIMBURSE DOUGLAS COUNTY WITHIN THIRTY (30) DAYS AFTER SUBMISSION OF THE BILL FOR THE COSTS INCURRED, DOUGLAS COUNTY WILL HAVE THE RIGHT TO ENFORCE SUCH OBLIGATION BY APPROPRIATE LEGAL ACTION. IT IS THE SYSTEM OWNER'S RESPONSIBILITY TO CONSTRUCT, MAINTAIN AND REPAIR THE FACILITIES IN A MANNER CONSISTENT WITH ALL APPLICABLE PLANS APPROVED OR ACCEPTED BY DOUGLAS COUNTY.
5. A FUTURE SECONDARY ACCESS ROAD WILL BE PROVIDED BY FINAL PLAT FOR PUBLIC AND EMERGENCY VEHICLE ACCESS TO THE SITE FROM THE NORTH WEST DIRECTION INTO THE PROPERTY.
6. ALL PROPOSED RESIDENTIAL UNITS WILL HAVE FIRE SPRINKLER SYSTEMS.
7. THE ON-SITE WATER & SANITARY SEWER EASEMENT WILL BE DEDICATED TO PARKER WATER AND SANITATION DISTRICT FOR SANITARY SEWER AND WATER MAINS SERVICING THE SUBDIVISION.
8. TRACTS A, B AND C WILL BE OWNED AND MAINTAINED BY THE BLOOM METRO DISTRICT, FOR THE PURPOSE OF DRAINAGE, OPEN SPACE, LANDSCAPING, PUBLIC ACCESS, AND UTILITIES.
9. ROAD A AND B WILL BE PRIVATE ROADS DEDICATED TO THE HOA OR BLOOM METRO DISTRICT TO PROVIDE PUBLIC AND EMERGENCY VEHICLE ACCESS TO THE COMMUNITY.
10. THE FOLLOWING EASEMENTS SHOWN ON SHEET 2 ARE SPECIFIED AS FOLLOWS:
 - THE 30' UTILITY EASEMENT IN TRACT A IS FOR SANITARY SEWER AND WATER MAIN TO BE DEDICATED TO PARKER WATER AND SANITATION DISTRICT VIA FINAL PLAT.
 - THE 30' UTILITY EASEMENT IS FOR SANITARY SEWER INSTALLATION WITHIN TRACT A.
 - THE 20' WATER AND SAN SEWER EASEMENT WITHIN THE PRIVATE ROADS DEDICATED TO PARKER WATER AND SANITATION DISTRICT.
 - THE 20' DRAINAGE EASEMENTS ARE FOR STORM SEWER INFRASTRUCTURE AND SHALL BE GRANTED TO DOUGLAS COUNTY VIA FINAL PLAT.
 - THE 15' WATER EASEMENT ON THE SOUTH SIDE OF TRACT C IS FOR A WATER LINE EXTENSION TO SCOTT AVENUE. THIS WATER EASEMENT WILL BE DEDICATED TO PARKER WATER AND SANITATION DISTRICT VIA FINAL PLAT.
 - THE 15' DRY UTILITY EASEMENT ALONG EACH SIDE OF THE ROADS WITHIN BLOOM SUBDIVISION ARE FOR DRY UTILITY INSTALLATION, WHICH INCLUDES GAS, ELECTRIC AND TELECOMMUNICATIONS.



PRIVATE ROAD SECTION

Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	PRELIMINARY SITE PLAN
3	PRELIMINARY UTILITY PLAN
4	PRELIMINARY GRADING PLAN

- ABBREVIATIONS LEGEND**
- AC ACCEDE
 - AE ACCESS
 - ESMT EASEMENT
 - EX EXISTING
 - FH FIRE HYDRANT
 - FL FLOW LINE
 - FT FEET
 - M METER
 - MAN MANHOLE
 - PVC POLY VINYL CHLORIDE
 - P.U.E PUBLIC UTILITY EASEMENT
 - R.O.W RIGHT-OF-WAY
 - RCP REINFORCED CONCRETE PIPE
 - San SANITARY SEWER
 - S.F SQUARE FEET
 - STM STORM
 - TYP TYPICAL
 - UTL UTILITY EASEMENT
 - WAT WATER
 - WE WATER EASEMENT
 - W/L WATER LINE
 - W.S.E WATER & SANITARY EASEMENT

- LEGEND**
- PROPERTY BOUNDARY
 - PROPOSED RIGHT-OF-WAY
 - EXISTING RIGHT-OF-WAY
 - PROPOSED LOT LINE
 - EXISTING LOT LINE
 - PROPOSED CURB & GUTTER
 - EXISTING CURB & GUTTER
 - PROPOSED SIDEWALK
 - EXISTING SIDEWALK
 - EXISTING SECTION LINE
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - PROPOSED CONTOURS
 - EXISTING CONTOURS
 - PROPOSED SANITARY
 - EXISTING SANITARY
 - PROPOSED STORM
 - EXISTING STORM
 - PROPOSED WATER
 - EXISTING WATER
 - EXISTING ELECTRIC
 - EXISTING IRRIGATION
 - EXISTING GAS
 - EXISTING OVERHEAD ELECTRIC
 - EXISTING COMMUNICATION
 - PROPOSED HYDRANT
 - EXISTING HYDRANT
 - PROPOSED WATER VALVE
 - EXISTING WATER VALVE

DEVELOPER:
AFFINITY AT CROWFOOT, LLC
P.O. BOX 1143
BROOMFIELD, CO 80020
(303) 246-6789
CONTACT: CAYD BADER

ENGINEER:
ATWELL, LLC
143 UNION BOULEVARD
SUITE 700
LAKEWOOD, CO 80228
(303) 332-5370
CONTACT: JEFF FRENCH

LANDSCAPE ARCHITECT/PLANNER:
ATWELL, LLC
143 UNION BOULEVARD
SUITE 700
LAKEWOOD, CO 80228
(303) 928-6724
CONTACT: WADSLAY SKRILEV

Know what's below. Call before you dig.

FOR INFORMATION ONLY: THIS IS A PRELIMINARY PLAN. IT IS NOT A FINAL PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS NOT TO BE USED FOR RECORD. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

NOTICE: THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLAN SINCE THE DATE OF THE SURVEY. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLAN SINCE THE DATE OF THE SURVEY. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES TO THE PLAN SINCE THE DATE OF THE SURVEY.

OWNER/DEVELOPER: AFFINITY AT CROWFOOT, LLC, P.O. BOX 1143, BROOMFIELD, CO 80020, (303) 246-6789, CAYD BADER

PROJECT: BLOOM SUBDIVISION, DOUGLAS COUNTY, COLORADO, PRELIMINARY PLAN COVER SHEET

DATE: 08/30/2022

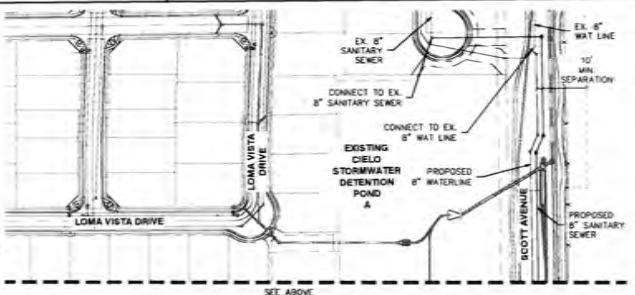
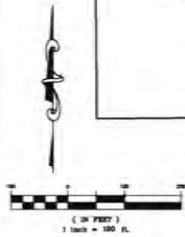
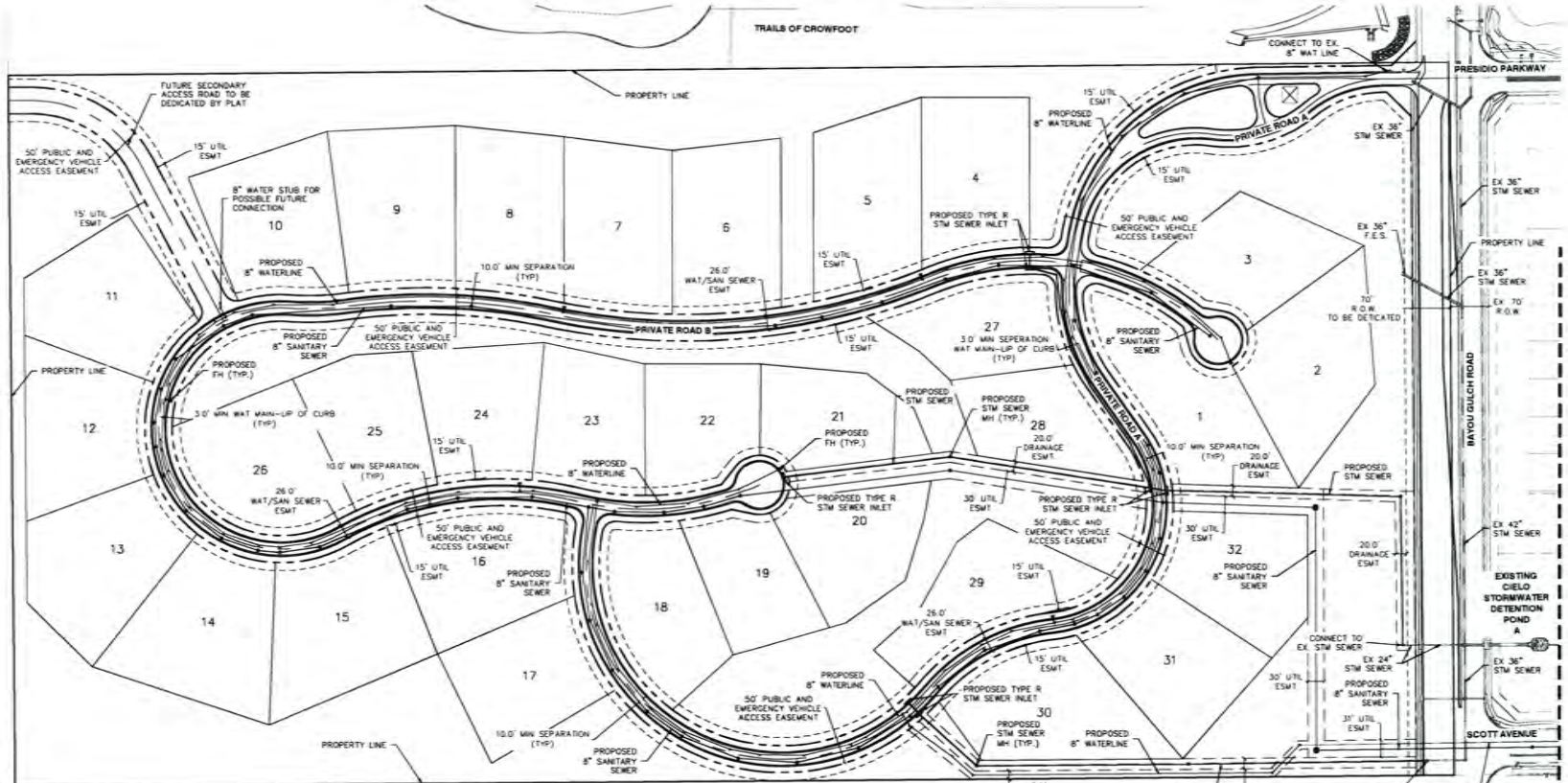
REVISIONS:

DR: KOB CK: DW
P: DEB

JOB: 20203852
SHEET NO: 1 OF 4

BLOOM SUBDIVISION PRELIMINARY PLAN
 SITUATED IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH
 PRINCIPAL MERIDIAN
 COUNTY OF DOUGLAS, STATE OF COLORADO
 81.07 ACRES, 32 RESIDENTIAL LOTS, 3 TRACTS

TRAILS OF CROWFOOT



LEGEND

---	PROPERTY BOUNDARY
- - - -	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	PROPOSED LOT LINE
---	EXISTING LOT LINE
---	PROPOSED CATCH CURB & GUTTER
---	EXISTING SECTION LINE
---	PROPOSED EASEMENT
---	EXISTING EASEMENT
---	PROPOSED SANITARY SEWER
---	EXISTING SANITARY SEWER
---	PROPOSED STORM
---	EXISTING STORM
---	PROPOSED WATER
---	EXISTING WATER
---	PROPOSED HYDRANT
---	EXISTING HYDRANT
---	PROPOSED WATER VALVE
---	EXISTING WATER VALVE

ATWELL
 CIVIL ENGINEERING
 141 UNDERHILL DRIVE, SUITE 100
 BRIDGEMOOR, COLORADO 80020
 (303) 246-9799
 DAVE BAUER

OWNER/DEVELOPER
 ATWELL AT CROWFOOT, LLC
 P.O. BOX 11-03
 BRIDGEMOOR, CO 80020
 (303) 246-9799
 DAVE BAUER

BLOOM SUBDIVISION
 DOUGLAS COUNTY, COLORADO
 PRELIMINARY PLAN
 PRELIMINARY UTILITY PLAN

DATE: 06/30/2022

BY: [Signature] FOR: [Signature]

REVISIONS

DN: KOB, DW
 PM: DEB
 JOB: 200003952
 SHEET NO: 3 OF 4

TABLE 1
SUMMARY OF PWSD WATER RIGHTS



DECEDED WATER AVAILABLE FOR PWSD USE

SOURCE	Volume (ac-ft/yr) Deeded in Case No.											TOTAL	
	83CW348(A)	95CW039	87CW104(A) ²⁾	87CW104(B) ²⁾	95CW089 ²⁾	99CW006 ²⁾	06CW179 ²⁾	02CW227 ²⁾	94CW042 ²⁾	03CW258, et al ²⁾	82CW434 ²⁾		85CW448, 04CW348 ²⁾
Cherry Creek alluvium ¹⁾	726.7	132.3										24,130	859.0
Lower Dawson-NT			742.6	631.8	391.8	430.2	868.6	30.6	178.3	821.0	364.0		4,458.9
Lower Dawson-NNT			219.4	0.0	79.5	380.8	807.6						1,487.3
Denver-NT			430.1	908.6	272.6	611.9	235.6	94.4	104.0	1258.0	422.0		4,337.2
Denver-NNT			1016.2	9.0	377.9	616.1	1980.6						3,999.8
Arapahoe-NT			1161.7	627.0	698.3	1945.7	2447.1	64.5	547.3	2954.0	487.0		10,932.6
Laramie-Fox Hills-NT			1044.1	625.3	419.2	700.8	1350.0	49.4	16.0	980.0	310.0		5,494.8
												TOTAL ⁸⁾ =	31,569.6

DENVER BASIN WATER DEEDED AS PART OF INCLUSION (NOT CURRENTLY PART OF PWSD WELL FIELDS)

SOURCE	Annual Volume (ac-ft) Dedicated as Part of PWSD Inclusion ⁹⁾												
	Carousel Farms	Cielo	Developmental Pathways	Dransfeldt Place	Gregg East	Harvie Park	Hess Ranch	Hess Road Gailen Buck	Hess Road Town of Parker	Meadowlark	Miller Creek	Parker Parcel	Parker Homestead Parcel A
Upper Dawson - NNT		13.8				4.1	38.4						
Lower Dawson-NT		41.8	0.4	1.7	1.7	20.0	457.6	6.0	4.7	19.4	5.7	14.5	
Lower Dawson-NNT	11.2												51.0
Denver-NT		73.4			3.1	24.6	655.0	7.5	6.1	89.1	7.9	20.4	
Denver-NNT	18.1		0.5	9.1			164.6						71.0
Arapahoe-NT	17.6	75.2	0.5	8.1	3.1	0.0	780.7	8.3	6.6	108.4	7.0	21.4	75.3
Laramie-Fox Hills-NT	11.3	47.4	0.3	6.3	2.3	22.6	474.7	5.1	4.0	65.0	5.7	14.2	45.9

SOURCE	Annual Volume (ac-ft) Dedicated as Part of PWSD Inclusion ⁹⁾										TOTAL
	Parker Point	Public Service CO Sec 20	Public Service CO Sec 21	Public Service CO Sec 22	Rasta Ridge Parcel	Salisbury Heights	Sierra Ridge	Steven's Ranch	Stroh Ranch Parcel	Twenty Mile Town Center II	
Upper Dawson - NNT							43.8				100.1
Lower Dawson-NT	4.2		3.7		15.4	4.1	442.8	595.9		0.9	1640.5
Lower Dawson-NNT		4.4		6.4			77.9				150.9
Denver-NT	5.8			10.4	21.4	5.1	318.4	855.7		1.3	2105.1
Denver-NNT		6.6	4.8				132.5	387.2			794.4
Arapahoe-NT	7.4	6.6	4.9	9.4	26.4	5.4	143.1	724.0	920.3	1.2	2960.8
Laramie-Fox Hills-NT	4.6	4.0	3.2	7.3	16.5	3.5	89.6	431.5	546.7	0.9	1812.6
										TOTAL =	9,564.4

GRAND TOTAL (DENVER BASIN AND CHERRY CREEK WATER RIGHTS)¹⁰⁾ = 41,134.0

- 1) Water rights changed to municipal use. All of this water is fully consumable and reusable.
- 2) PWSD well field decree.
- 3) Hover parcel.
- 4) Well field established between PWSD and Stroh Ranch for full Stroh Ranch water supply, but water availability limited to volume of water deeded to PWSD from Stroh Ranch.
- 5) Rights also include water deeded in 82CW116, W-8033, 81CW403, 83CW333, and 98CW459. Water deeded to PWSD from RidgeGate property but not part of the PWSD well fields.
- 6) Water deeded to PWSD from Freshfields property but not part of the PWSD well fields.
- 7) Combined RHR and Lake Gulch storage rights - RHR as alternate place of storage, not included in totals
- 8) Total potential yield of these rights
- 9) All wellfield inclusion volumes are preliminary and subject to change
- 10) Updated March, 2019

PWSD Service Area

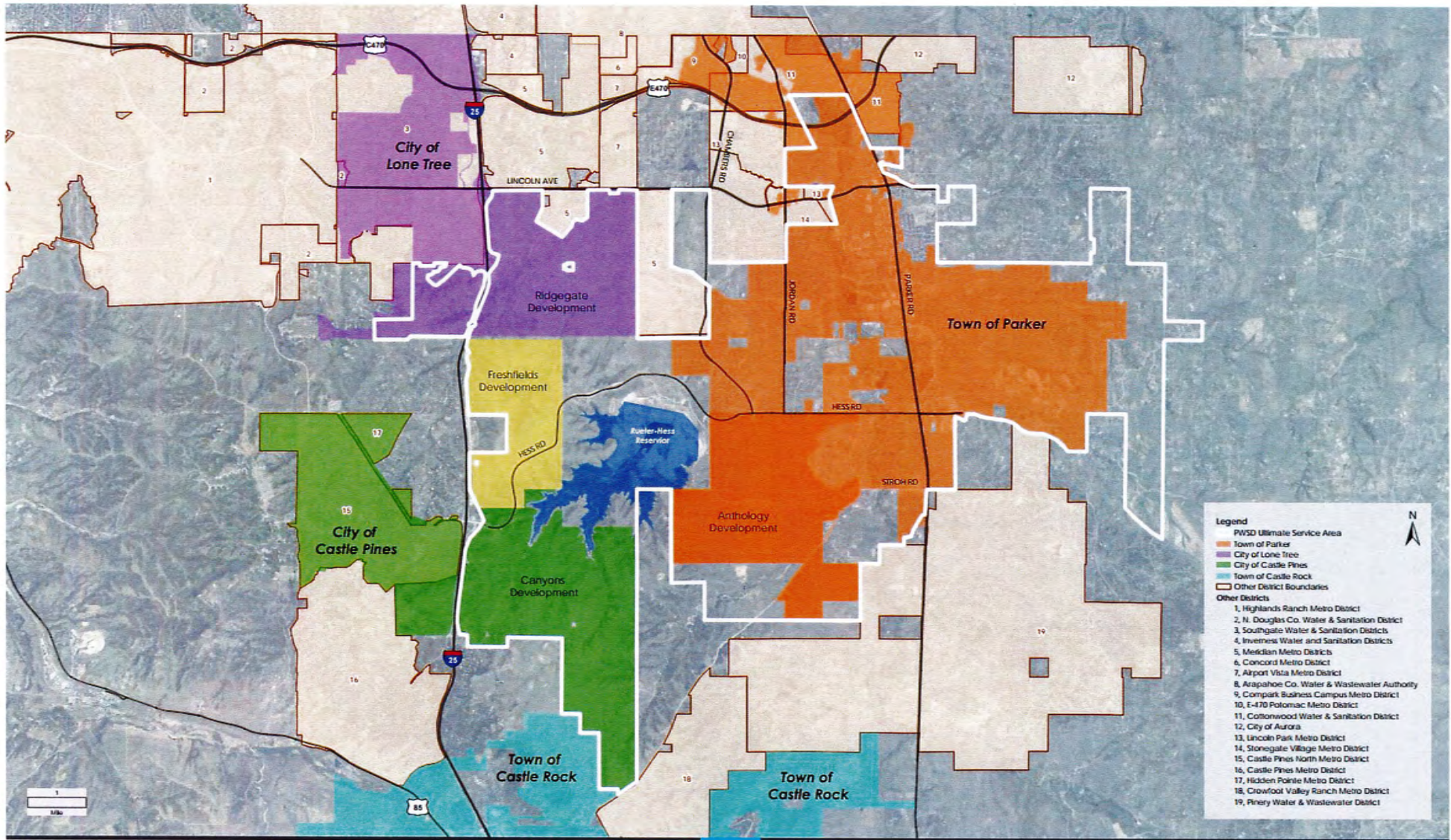


Exhibit I
Compliance with Colorado's Water Quality Management Plan

February 5, 2025

Affinity At Crowfoot, LLC
Attn: cayd Bader
P.O. Box 1143
Broomfield, Co 80020

RE: Will Serve Letter – Douglas County, State of Colorado.
Conditional Will Serve Letter – Parker Water & Sanitation District to provide
Water and Sanitation Services to **Bloom Development**.

Account #:R0135626
State Parcel #:2349-090-00-002
SW1/4SW1/4 9-7-66 40.00 AM/L

Account #:R0480779
State Parcel #:2349-093-00-001
SE1/4SW1/4 9-7-66 40 AM/L

Dear Mr. Bader:

The Parker Water & Sanitation District (PWSD) acknowledges its willingness and ability to serve the “**Bloom Development**” described above. The parcel is identified as future build out and will be part of PWSD upon successful completion of inclusion. And that Sanitary Sewer services may be provided to the development through an Inter-Governmental Agreement (IGA) between PWSD and the Pinery Water & Wastewater (Pinery) District.

COMMITMENT TO SERVE

PWSD is committed to providing service to all future developments within its service area, based on the water supply sources available within the PWSD’s water rights portfolio. Such commitment to provide service is conditioned upon compliance with all PWSD Rules and Regulations, Standard and Specifications, and/or conditions specific to the property; including payment of the appropriate fees and any charges related to water and/or sanitation service, as established from time to time by PWSD Directors.

Parker Water & Sanitation District ~ 13939 Ancestry Drive ~ Parker, Colorado 80134

DISTRICT WATER DEMAND

The current PWSD water demand is approximately 7,700 acre-feet per year (AF/yr), while at build out, the total of 23,500 AF/yr. The proposed development of “**Bloom Development**” will be included in our future projections. The proposed Bloom development is planning on 32 single-family equivalent taps (SFEs), with additional needs of approximately 10 single-family equivalents (SFE) for landscape irrigation. *At the District's criterion of 0.7 ac-ft/yr per SFE tap, the proposed Bloom Development will require approximately 29.4 ac-ft/yr in water demand.*

DISTRICT WATER SUPPLY

PWSD has an extensive water rights portfolio of adjudicated Denver Basin aquifer groundwater rights, both junior and senior tributary water rights, storage rights in Rueter-Hess Reservoir of 71,920 AF, return flows from effluent and lawn irrigation for use in the PWSD augmentation plan. The attached Table 1 summarizes PWSD's adjudicated first-use rights, which indicates a total of 41,134 AF/yr (the anticipated yield of these rights in both an average and dry year (Section 1805A.01.2(2)b. of the DCZR). Not included in Table 1 are the rights associated with storage in

Rueter-Hess Reservoir or any of PWSD's reuse rights, which will provide significant additional supplies to PWSD.

In summary, with the estimated buildout demand of 23,500 AF/yr, and PWSD's 41,134 AF/yr of adjudicated first-use water rights and the Denver Basin groundwater that “**Bloom Development**” will dedicate with successful inclusion, PWSD has significant excess water supplies which can serve “**Bloom Development**”, and all future planned buildout within PWSD.

WATERQUALITY

PWSD is in compliance with the Colorado Department of Public Health and Environment testing and quality requirements and provides a high-quality water supply to all customers.

SANITARY SERVICE

And that Sanitary Sewer services may be provided to the development through an Inter-Governmental Agreement (IGA) between PWSD and the Pinery Water & Wastewater (Pinery) District.

FEASIBILITY OF SERVICE

It is physically and economically feasible for PWSD to provide service to the proposed development of **“Bloom Development.”**

If you have any questions regarding any of the information provided or PWSD's ability to provide service to the proposed development, please do not hesitate to call us.

Sincerely,
Parker Water & Sanitation District

Heather Justus
Water Resource Manager

Attachments and Links:

Exhibit Plan

Table 1 Summary of PWSD Water Rights

Map of the existing PWSD's service area (Section 1805A.01.2(2)f. of the DCZR)

2022 Evidence of potability of PWSD's water supply for the subdivision (Section 1805A.01.2(3) of the DCZR). [2022](#)

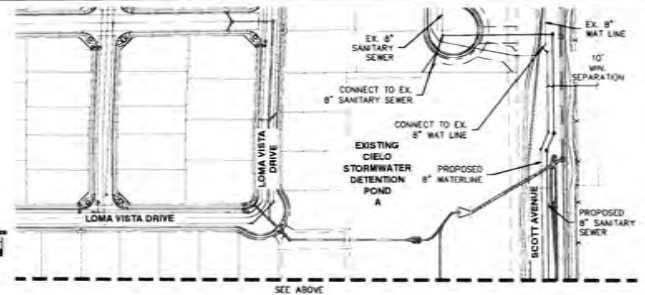
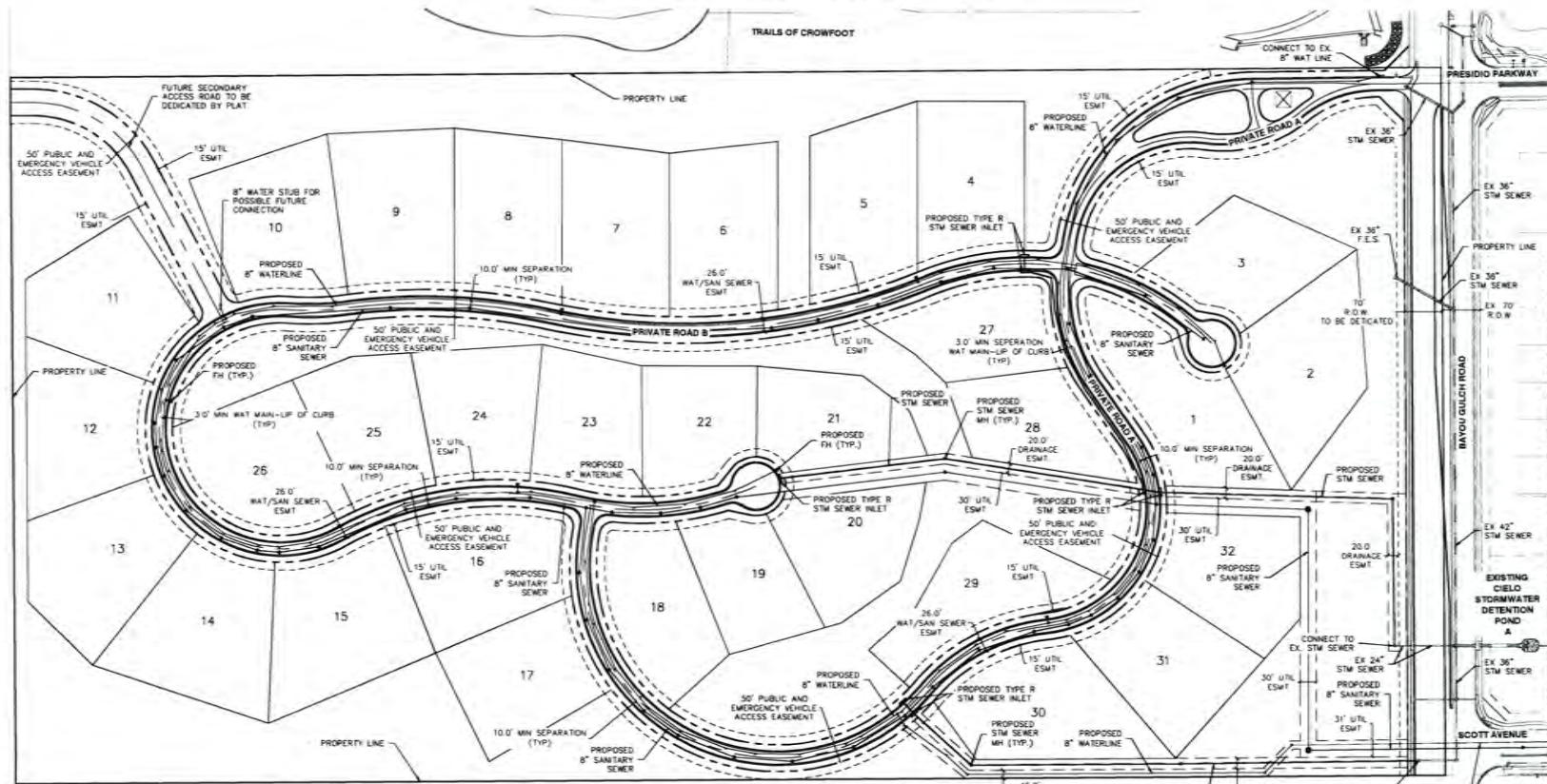
<https://www.pwsd.org/DocumentCenter/View/3584/2022-Consumer-Confidence-Report-PDF?bidId=>

[2023 Consumer Confidence Report](#)

<https://www.pwsd.org/DocumentCenter/View/3763/2023-PWSD-Consumer-Confidence-Report-PDF>

Parker Water & Sanitation District ~ 13939 Ancestry Drive ~ Parker, Colorado 80134

BLOOM SUBDIVISION PRELIMINARY PLAN
 SITUATED IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH
 PRINCIPAL MERIDIAN
 COUNTY OF DOUGLAS, STATE OF COLORADO
 81.07 ACRES, 32 RESIDENTIAL LOTS, 3 TRACTS



LEGEND

---	PROPERTY BOUNDARY
- - - -	PROPOSED RIGHT-OF-WAY
- · - · -	EXISTING RIGHT-OF-WAY
---	PROPOSED LOT LINE
---	EXISTING LOT LINE
---	PROPOSED CATCH CURB & GUTTER
---	EXISTING SECTION LINE
---	PROPOSED SECTION LINE
---	EXISTING EASEMENT
---	PROPOSED SANITARY SEWER
---	EXISTING SANITARY SEWER
---	PROPOSED STORM
---	EXISTING STORM
---	PROPOSED WATER
---	EXISTING WATER
⊕	PROPOSED HYDRANT
⊕	EXISTING HYDRANT
⊕	PROPOSED WATER VALVE
⊕	EXISTING WATER VALVE

ATWELL
 800.830.0000
 1400 CHARLOTTE, CO 80502
 (303) 246-9799
 DAVIS BADER

OWNER/DEVELOPER
 AFFINITY AT GLENWOOD, LLC
 P.O. BOX 1113
 BRIMFIELD, CO 80020
 (303) 246-9799
 DAVID BADER

BLOOM SUBDIVISION
 DOUGLAS COUNTY, COLORADO
 PRELIMINARY PLAN
 PRELIMINARY UTILITY PLAN

DATE: 06/30/2022
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DR. KOB [] Ch. DW []
 P. W. DEB []

JOB NO. 20003552
 SHEET NO. 3 OF 4

**TABLE 1
SUMMARY OF PWSD WATER RIGHTS**



DECEED WATER AVAILABLE FOR PWSD USE

SOURCE	Volume (ac-ft/yr) Deeded in Case No.											TOTAL	
	83CW348(A)	95CW039	87CW104(A) ¹⁾	87CW104(B) ²⁾	95CW089 ³⁾	99CW006 ⁴⁾	06CW179 ⁵⁾	02CW227 ⁶⁾	94CW042 ⁴⁾	03CW258, et al ⁷⁾	82CW434 ⁴⁾		85CW448, 04CW348 ¹⁾
Cherry Creek alluvium ⁸⁾	726.7	132.3										24,130	859.0
Lower Dawson-NT			742.6	631.8	391.8	430.2	868.6	30.6	178.3	821.0	364.0		4,458.9
Lower Dawson-NNT			219.4	0.0	79.5	380.8	807.6						1,487.3
Denver-NT			430.1	908.6	272.6	611.9	235.6	94.4	104.0	1258.0	422.0		4,337.2
Denver-NNT			1016.2	9.0	377.9	616.1	1980.6						3,999.8
Arapahoe-NT			1161.7	627.0	698.3	1945.7	2447.1	64.5	547.3	2954.0	487.0		10,932.6
Laramie-Fox Hills-NT			1044.1	625.3	419.2	700.8	1350.0	49.4	16.0	980.0	310.0		5,494.8
												TOTAL⁹⁾ =	31,569.6

DENVER BASIN WATER DEEDED AS PART OF INCLUSION (NOT CURRENTLY PART OF PWSD WELL FIELDS)

SOURCE	Annual Volume (ac-ft) Dedicated as Part of PWSD Inclusion ¹⁰⁾												
	Carousel Farms	Cielo	Developmental Pathways	Dransfeldt Place	Gregg East	Harvie Park	Hess Ranch	Hess Road Gallen Buck	Hess Road Town of Parker	Meadowlark	Miller Creek	Parker Parcel	Parker Homestead Parcel A
Upper Dawson - NNT		13.8				4.1	38.4						
Lower Dawson-NT		41.8	0.4	1.7	1.7	20.0	457.6	6.0	4.7	19.4	5.7	14.5	
Lower Dawson-NNT	11.2												51.0
Denver-NT		73.4				3.1	24.6	655.0	7.5	6.1	89.1	7.9	20.4
Denver-NNT	18.1		0.5	9.1			164.6						71.0
Arapahoe-NT	17.6	75.2	0.5	8.1	3.1	0.0	780.7	8.3	6.6	108.4	7.0	21.4	75.3
Laramie-Fox Hills-NT	11.3	47.4	0.3	6.3	2.3	22.6	474.7	5.1	4.0	65.0	5.7	14.2	45.9

SOURCE	Annual Volume (ac-ft) Dedicated as Part of PWSD Inclusion ¹⁰⁾										TOTAL
	Parker Point	Public Service CO Sec 20	Public Service CO Sec 21	Public Service CO Sec 22	Reata Ridge Parcel	Salisbury Heights	Sierra Ridge	Steven's Ranch	Stroh Ranch Parcel	Twenty Mile Town Center II	
Upper Dawson - NNT							43.8				100.1
Lower Dawson-NT	4.2		3.7		15.4	4.1	442.8	595.9	0.9		1640.5
Lower Dawson-NNT		4.4		6.4		77.9					150.9
Denver-NT	5.8			10.4	21.4	5.1	318.4	855.7	1.3		2105.1
Denver-NNT		6.6	4.8				132.5	387.2			794.4
Arapahoe-NT	7.4	6.6	4.9	9.4	26.4	5.4	143.1	724.0	920.3	1.2	2960.8
Laramie-Fox Hills-NT	4.6	4.0	3.2	7.3	16.5	3.5	89.6	431.5	546.7	0.9	1812.6
										TOTAL =	9,564.4

GRAND TOTAL (DENVER BASIN AND CHERRY CREEK WATER RIGHTS)¹⁰⁾ = 41,134.0

- 1) Water rights changed to municipal use. All of this water is fully consumable and reusable.
- 2) PWSD well field decree.
- 3) Hover parcel.
- 4) Well field established between PWSD and Stroh Ranch for full Stroh Ranch water supply, but water availability limited to volume of water deeded to PWSD from Stroh Ranch.
- 5) Rights also include water deeded in 82CW116, W-8033, 81CW403, 83CW333, and 98CW459. Water deeded to PWSD from RidgeGate property but not part of the PWSD well fields.
- 6) Water deeded to PWSD from Freshfields property but not part of the PWSD well fields.
- 7) Combined RHR and Lake Gulch storage rights - RHR as alternate place of storage, not included in totals
- 8) Total potential yield of these rights
- 9) All wellfield inclusion volumes are preliminary and subject to change
- 10) Updated March, 2019

PWSD Service Area

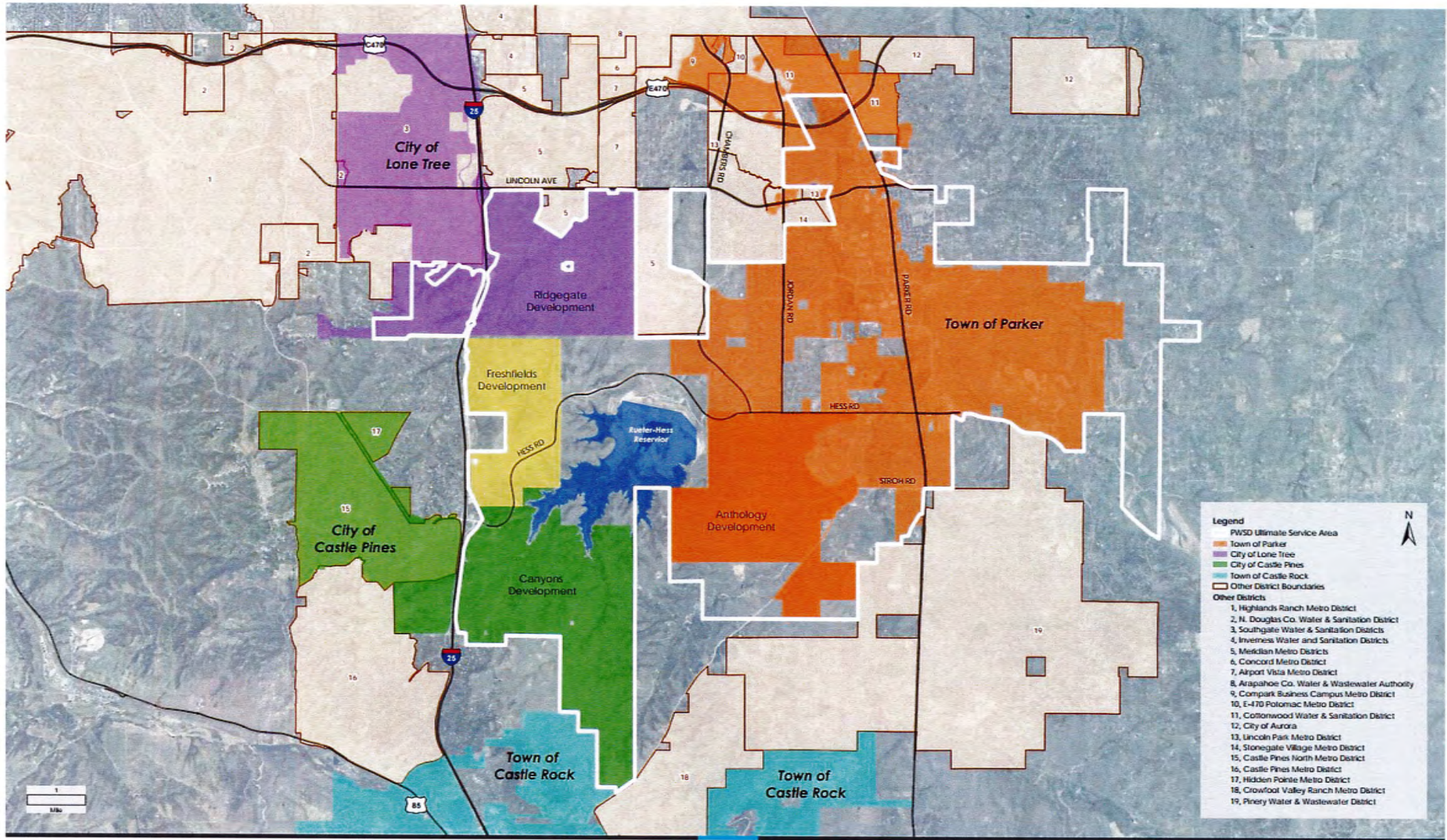


Exhibit J
Advance and Reimbursement Agreement

**FUNDING AND REIMBURSEMENT AGREEMENT
(Operations and Maintenance)**

This **FUNDING AND REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of [_____] 2026 by and between BLOOM METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and [DEVELOPER NAME] (“**Developer**”). The District and Developer are collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the District is a quasi-municipal corporation and political subdivision of the State of Colorado, organized in accordance with the provisions of Article 1, Title 32, Colorado Revised Statutes (the “**Special District Act**”), with the power to provide certain public infrastructure, improvements and services, as described in the Special District Act, within and without its boundaries (collectively, the “**Public Infrastructure**”), as authorized and in accordance with the Service Plan for the District (the “**Service Plan**”); and

WHEREAS, the District has incurred and will incur costs in furtherance of the District’s permitted purposes, including, but not limited to, costs in the nature of general administrative (such as legal, engineering, architectural, surveying, management, accounting, auditing, and insurance), operating, and maintenance costs, and other costs necessary to continued good standing under applicable law (the “**Costs**”); and

WHEREAS, the District does not presently have financial resources to provide funding for payment of Costs that are projected to be incurred prior to the anticipated availability of funds; and

WHEREAS, the Developer is willing to advance funds to the District, from time to time, on the condition that the District agrees to repay such advances, in accordance with the terms set forth in this Agreement; and

WHEREAS, the District is willing to execute one or more reimbursement notes, bonds, or other instruments (“**Reimbursement Obligations**”), which may be multiple fiscal year obligations that are not subject to annual appropriation, in an aggregate principal amount not to exceed the Maximum Loan Amount (as defined below) and accrued interest, to be issued to or at the direction of the Developer upon its request, subject to the terms and conditions of this Agreement, to further evidence the District’s obligation to repay the funds advanced hereunder; and

WHEREAS, the District anticipates repaying moneys advanced by the Developer hereunder, including as evidenced by any requested Reimbursement Obligations, with funds available from ad valorem taxes, fees, or other legally available revenues of the District determined to be available therefor; and

WHEREAS, the District and the Developer desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between them relating to amounts

2315.4700; [_____]

to be advanced by the Developer to the District in order for the District to be able to pay the Costs, and the repayment by the District of such amounts; and

WHEREAS, the Board of Directors of the District (the “**Board**”) has determined that the best interests of the District and its property owners and taxpayers will be served by entering into this Agreement in order to allow the District to meet its obligations to pay for Costs; and

WHEREAS, the Parties have authorized their officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

COVENANTS AND AGREEMENTS

1. Advance Amount and Term. The Developer agrees to advance to the District one or more sums of money not to exceed the aggregate of \$50,000 per annum (the “**Annual Loan Cap**”) for two years ,up to \$100,000 (as the same may be subsequently increased as set forth below, or by agreement of the Parties and execution of a supplement or addendum to this Agreement) (the “**Maximum Loan Amount**”). These funds shall be advanced to the District in one or a series of installments and shall be available to the District through December 31, 2028 (the “**Loan Obligation Termination Date**”). Thereafter, the Loan Obligation Termination Date will automatically extend for additional one (1) year terms unless the Developer provides written notice to the District of termination at least thirty (30) days prior to December 31st of each year. Upon each automatic one (1) year extension of the Loan Obligation Termination Date, the Developer agrees to advance the District one or more sums of money up to the Annual Loan Cap, and the Maximum Loan Amount shall be automatically increased upon each one (1) year extension by the Annual Loan Cap.

2. Use of Funds. The District agrees that it shall apply all funds advanced by the Developer under this Agreement solely to Costs of the District as set forth from time to time in the annual adopted budget for the District, and pursuant to any contracts entered into with third parties to perform functions for the District under such adopted budget. It is understood that the District has budgeted or will budget as revenue from year to year the entire aggregate amount which may be borrowed hereunder to enable the District to appropriate revenues to pay the Costs included within the District’s annual budget. The Developer shall be entitled to a quarterly accounting of the expenditures made by the District, upon request, and otherwise may request specific information concerning such expenditures at reasonable times and upon reasonable notice to the District.

3. Manner for Requesting Advances.

a. The District shall from time to time determine the amount of revenue required to fund budgeted expenditures by the District, but such determination shall be made not more often than monthly. Each determination shall be made based upon the expenditures contained in the adopted budget for the District, the rate of expenditures estimated for the next succeeding month, and such other factors as the District may consider relevant to the projection of future

financial needs. Not less than fifteen (15) days before the beginning of each month, the District shall notify the Developer of the requested advance for the next month, and, subject to the Annual Loan Cap, the Developer shall deposit such advance with the District on or before the beginning of that month. The Parties may vary from this schedule upon mutual agreement.

b. Upon receipt of advances hereunder, the District shall keep a record of such advances made. Failure to record such advances shall not affect inclusion of such amounts as reimbursable pursuant to this Agreement; provided that such advances are substantiated by the District's accountant. The Developer may provide any relevant documentation evidencing such unrecorded advance to assist in the District's final determination.

4. Obligations Irrevocable. The obligations of the Developer created by this Agreement are absolute, irrevocable, unconditional, and are not subject to setoff or counterclaim. The Developer shall not take any action which would delay or impair the District's ability to receive the funds contemplated herein with sufficient time to properly pay approved invoices and/or notices of payment due.

Interest Prior to Issuance of Reimbursement Obligations. With respect Advances made under this Agreement prior to the earlier of payment in full thereof, or the issuance of any Reimbursement Obligation reflecting such Advances, interest shall accrue on such amounts, as simple interest with no compounding at the rate of ___% per annum. Repayments of such advances will apply first to accrued and unpaid interest and second to principal. Upon issuance of a Reimbursement Obligation, unless otherwise consented to by the Developer, any interest then accrued on any previously advanced amount shall be added to the amount of the loan advance and reflected as principal of the Reimbursement Obligation, and shall thereafter accrue interest as provided in such Reimbursement Obligation.

5. Terms of Repayment; Source of Revenues.

a. Any funds advanced under this Agreement shall be repaid in accordance with the terms of this Agreement. The District intends to repay any advances made under this Agreement to the extent that funds are available from ad valorem taxes, fees, or other legally available revenues of the District, net of any debt service obligations or annual operations and maintenance costs of the District. Any mill levy certified by the District for the purpose of repaying advances made hereunder shall not exceed [____] mills and shall be further subject to any restrictions provided in the District's Service Plan, outstanding debt instruments, electoral authorization, or any applicable laws. Any payments made by the District shall be credited first, to any interest then due and payable under this Agreement, and second, to the outstanding principal balance of amounts advanced to the District.

b. The provision for repayment of advances, as set forth in Section 7(a) hereof, shall be at all times subject to annual appropriation by the District. To the extent required by Article X, Section 20 of the Colorado Constitution, the District's failure to appropriate funds in any given fiscal year will not be deemed or construed to constitute a default by the District under this Section 7(b). The District's failure to appropriate funds in any given fiscal year will not be deemed or construed to effect a discharge of the District's obligation to pay in any subsequent fiscal year, and interest will continue to accrue on any unpaid principal as provided in Section 6 above.

c. At such time as the District issues Reimbursement Obligations to evidence an obligation to repay advances made under this Agreement, the repayment terms of such Reimbursement Obligations shall control and supersede any otherwise applicable provision of this Agreement, except for the Maximum Reimbursement Obligation Repayment Term (as defined below). Such Reimbursement Obligations may be issued as multi-fiscal-year financial obligations, not subject to annual appropriation.

6. Issuance of Reimbursement Obligations.

a. Subject to any limitations or restrictions contained in any loan or bond documents or other multi-fiscal-year instruments, and the conditions of this Section 8 and Section 9 hereof, upon request of the Developer, the District hereby agrees to issue to or at the direction of the Developer one or more Reimbursement Obligations to evidence any repayment obligation of the District then existing with respect to advances made, and interest accrued, under this Agreement. Such Reimbursement Obligations shall be payable solely from the sources identified in the Reimbursement Obligations, including, but not limited to, ad valorem property tax revenues of the District, and shall be secured by the District's pledge to apply such revenues as required thereunder, unless otherwise consented to by the Developer. Such Reimbursement Obligations shall mature on a date or dates, subject to the limitation set forth in the Maximum Reimbursement Obligation Repayment Term defined herein, and bear interest at a market rate to be determined at the time of issuance of such Reimbursement Obligations, subject to compliance with the provisions of Section 32-1-1101(7), C.R.S.

b. The term for repayment of any Reimbursement Obligations issued under this Agreement shall not extend beyond twenty (20) years from the date of this Agreement (the "**Maximum Reimbursement Obligation Repayment Term**").

c. The issuance of any Reimbursement Obligations shall be subject to the availability of an exemption from the registration requirements of §11-59-106, C.R.S., and shall be subject to such prior filings with the Colorado State Securities Commissioner as may be necessary to claim such exemption, in accordance with §11-59-110, C.R.S., and any regulations promulgated thereunder.

d. In connection with the issuance of any such Reimbursement Obligations, the District shall make such filings as it may deem necessary to comply with the provisions of §32-1-1604, C.R.S., as amended.

e. The terms of this Agreement may be used to construe the intent of the Parties in connection with issuance of any Reimbursement Obligations, and shall be read as nearly as possible to make the provisions of any Reimbursement Obligations and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligations, the terms of such Reimbursement Obligations shall prevail.

f. If, for any reason, any Reimbursement Obligations are determined to be invalid or unenforceable, the District shall issue new Reimbursement Obligations that are legally enforceable, subject to the provisions of this Section 8.

g. In the event that it is determined that payments of all or any portion of interest on any Reimbursement Obligations may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended uses of funds contemplated herein and are not overly burdensome to the District, the District agrees, upon request of the Developer, to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

7. No Debt. It is hereby agreed and acknowledged that this Agreement evidences the District's good faith intent to repay the Developer for advances made in accordance with the terms of this Agreement. However, this Agreement shall not constitute a debt or indebtedness by the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple-fiscal-year financial obligation. Further, the provision for repayment of advances made, as set forth in Section 7 hereof, and the agreement to issue Reimbursement Obligations as set forth in Section 8 hereof, shall be at all times subject to annual appropriation by the District, in its absolute discretion. The Developer expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the District's Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. By acceptance of this Agreement, the Developer agrees and consents to all of the limitations with respect to the payment of the principal and interest due under this Agreement, and as may be limited by the District's Service Plan.

8. Termination.

a. The Developer's obligations to advance funds to the District in accordance with this Agreement shall terminate on December 31, 2028 (subject to the extension terms above), except to the extent advance requests have been made to the Developer that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date.

b. The District's obligations under this Agreement shall terminate at the earlier of the repayment in full of the Maximum Loan Amount (or such lesser amount advanced hereunder if it is determined by the District that no further advances shall be required hereunder) and accrued interest or twenty (20) years from the execution date hereof. After twenty (20) years from the execution of this Agreement, the Parties hereby agree and acknowledge that any obligation created by this Agreement which remains due and outstanding under this Agreement, including accrued interest, is forgiven in its entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to the District by the Developer, and there shall be no further obligation of the District to pay or reimburse the Developer with respect to such amounts. For the avoidance of any doubt, Reimbursement Obligations are not considered "due and outstanding" under this Agreement, but are payable in accordance with their terms.

c. Notwithstanding any provision in this Agreement to the contrary, the District's obligation to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments

in the future) shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Developer's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligation as set forth in this section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this section occur.

9. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

10. Notices and Place for Payments. All notices, demands and communications (collectively, "**Notices**") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested; (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either party may designate by notice pursuant to this Section 12; or (c) sent by confirmed facsimile transmission, PDF, or email. Notices shall be deemed given either one (1) business day after delivery BY the overnight carrier, three (3) days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

District: Bloom Metropolitan District
WBA, PC
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Megan Murphy
(303) 858-1800 (phone)
(303) 858-1801 (fax)
mmurphy@wbapc.com

Developer: [_____]

11. Amendments. This Agreement may only be amended or modified by a writing executed by the Parties.

12. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such

void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

13. Applicable Laws. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

14. Assignment. In no event shall either party assign, transfer or convey all or any portion of its rights or obligations under this Agreement. Any purported assignment, transfer or conveyance is void.

15. Authority. By execution hereof, the Parties represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.

16. Entire Agreement. This Agreement constitutes and represents the entire, integrated agreement between the Parties with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date of full execution hereof.

17. Legal Existence. The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District without materially adversely affecting the Developer's privileges and rights under this Agreement.

18. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District, pursuant to the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S.

19. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

20. Parties Interested Herein/No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement,

shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Electronic Storage and Execution. The Parties agree that the transactions described in this Agreement may be conducted, and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. Any electronic signature affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

22. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

[DEVELOPER]
[ENTITY NAME],
[description of entity type, e.g., an LLC]

Printed Name

Title

[Signature page to Funding and Reimbursement Agreement (Operations and Maintenance)]

Exhibit K
Annual Report Requirements

The District shall be responsible for submitting an annual report to the County no later than (date) of each year. The annual report shall conform to the following format:

Bloom Metropolitan District

Year ANNUAL REPORT

(For Activities Completed in Year, and With Information About Prospective Years)

- I. District Description - General Information
 - a. Board members, officers' titles, and terms
 - b. Changes in board membership in past year
 - c. Name and address for official District contact
 - d. Elections held in the past year and their purpose
- II. Boundary changes for the report year and proposed changes for the coming year
- III. List of intergovernmental agreements (existing or proposed) and a brief description of each detailing the financial and service arrangements
 - a. Contracts for operations, debt, and other contractual obligations with sub- districts or operating and taxing districts
 - b. Reimbursement agreements with developers and/or builders for advances to fund capital costs and administrative/operational and maintenance costs of the District
- IV. Service Plan
 - a. List and description of services authorized in Service Plan
 - b. List and description of facilities authorized in Service Plan
 - c. List and description of any extraterritorial services, facilities, and agreements
- V. Development Progress
 - a. Indicate the estimated year of build-out, as set forth in the Service Plan
 - b. List the services provided with the date service began compared to the date authorized by the Service Plan
 - c. List changes made to the Service Plan, including when the change was authorized,

when it was implemented or is expected to be implemented

- d. List facilities to be acquired or constructed or leased back as set forth in the Service Plan and compare the date of completion or operation with the date authorized by the Service Plan
- e. List facilities not completed. Indicate the reason for incompleteness and provide a revised schedule, if any
- f. List facilities currently under construction with the percentage complete and an anticipated date of completion
- g. Indicate the population of the District for the previous five (5) years and provide population projections for the next five (5) years
- h. List the planned number of housing units by type and the number of commercial and industrial properties with respective square footage and anticipated dates of completion/operation. Compare the completed units and completed commercial and industrial properties to the amount planned in the Service Plan.
- i. List any enterprises created by and/or operated by or on behalf of the District, and summarize the purpose of each

VI. Financial Plan and Financial Activities

- a. Provide a copy of the audit or exemption from the audit for the reporting year.
- b. Provide a copy of the budget, showing the reporting and previous years.
- c. Show revenues and expenditures of the District for the previous five (5) years and provide projections for the next five (5) years. Include any non-District or non-governmental financial support. Include and list individually all fees, rates, tolls, etc., with a summary of the purpose of each. Show other miscellaneous tax revenue, such as specific ownership taxes. For the same period, show actual and projected mill levies by purpose (showing mill levies for each individual general obligation, revenue-based obligation, or contractual obligation).
- d. List all debt that has been issued, including all individual issuances with a schedule of service until the debt is retired
- e. List individually all authorized but unissued debt, including the purpose, ballot issue letter designation and election date, and amounts authorized and unissued
- f. List the total amount of debt issued and outstanding as of the date of the annual report and compare to the maximum authorized debt level as set forth in the Service Plan
- g. Enterprises of the District

- i. Include revenues of the enterprise, showing both direct support from the District and all other sources
 - ii. Include expenses of the enterprise, showing both direct payments to the District and all other obligations
 - h. Detail contractual obligations
 - i. Describe the type of obligation, current year dollar amount, and any changes in the payment schedule, e.g. balloon payments.
 - ii. Report any inability of the District to pay current obligations that are due within the current budget year
 - iii. Describe any District financial obligations in default
 - i. Actual and Assessed Valuation History
 - i. Report the annual actual and assessed valuation for the current year and for each of seven (7) years prior to current year
 - ii. For each year, compare the certified assessed value with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the certified value.
 - j. Mill Levy History
 - i. Report the annual mill levy for the current year and for each of the seven (7) years prior to current year. Break the mill levies out by purpose (e.g., debt issuance and operations and maintenance)
 - ii. For each year, compare the actual mill levy with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the actual mill levies.
 - k. Miscellaneous Taxes History
 - i. Report the annual miscellaneous tax revenue for the current year and for each of the seven (7) years prior to the current year. Break the tax revenue out by purpose (e.g., general operations, revenue-based obligations, debt by issue, contractual obligations, other)
 - ii. For each year, compare the actual miscellaneous tax revenue with the Service Plan estimate for that year (if provided in Plan). If the Service Plan estimates are not available, indicate the same and report the actual taxes.
 - l. Estimated Assessed Valuation of District at 100% Build-Out

- i. Provide an updated estimate and compare this with the Service Plan estimate.
- m. Estimated Amount of Additional General Obligation Debt to be Issued by the District between the End of Current Year and 100% Build-Out.
 - i. Provide an updated estimate based on current events. Do not include refunding bonds.

Exhibit L
District Court Decree

DISTRICT COURT, DOUGLAS COUNTY, COLORADO Court Address: 4000 Justice Way Castle Rock, CO 80109 Telephone: (720) 437-62000	▲ COURT USE ONLY ▲
PETITIONER: BLOOM METROPOLITAN DISTRICT	
By the Court:	Case Number: [_____] Division: ____ Courtroom: _____
ORDER AND DECREE ORGANIZING THE BLOOM METROPOLITAN DISTRICT, ISSUANCE OF CERTIFICATES OF ELECTION FOR DIRECTORS, AND RELEASE OF BOND	

This matter comes before the Court, pursuant to § 32-1-305(6), C.R.S., on the Motion for Order and Decree Organizing the Bloom Metropolitan District, Issuance of Certificates of Election for Directors, and Release of Bond (the “Motion”). This Court, being fully advised on the premises, hereby FINDS AND ORDERS with respect to the organization of the Bloom Metropolitan District (the “District”), as follows:

1. That the question of the organization of the District, the election of directors thereof, as well as questions necessary to comply with Article X, § 20 of the Colorado Constitution, including requesting authorization for debt and tax increases and to collect, retain, and spend all revenues generated, were duly submitted to the District’s eligible electors by independent mail ballot election held on November 3, 2026, as specified in the Order Calling Election on Organization entered by this Court on _____, 2026 (the “Election”).

2. That the Election was properly conducted pursuant to and in accordance with the Colorado Local Government Election Code, §§ 1-13.5-101, *et seq.*, C.R.S., the Uniform Election Code of 1992, §§ 1-1-101, *et seq.*, through 1-13-101, *et seq.*, C.R.S., not in conflict therewith, as provided for in § 1-13.5-106(2), C.R.S., and the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.

2315.0002: [_____]

3. That a majority of the votes cast at the Election were in favor of the organization of the District and in favor of all ballot issues and ballot questions submitted.

4. That, pursuant to and in accordance with § 32-1-305.5(5), C.R.S., the following qualified persons were duly elected as members of the District's first Board of Directors for the indicated terms, as further shown on the Certificates of Election which are hereby issued simultaneous with this Order:

NAME	TERM
_____	to May, 2027
_____	to May, 2027
_____	to May, 2029
_____	to May, 2029
_____	to May, 2029

5. That the Canvass Board Statement and Certificate of Election Results filed with this Court as **Exhibit A** to the Motion duly certifies the election returns to this Court as required by law and hereby is, in all respects, approved and confirmed.

6. That the District shall be and is hereby duly and regularly organized in accordance with the requirements of §§ 32-1-101, *et seq.*, C.R.S. (the "Special District Act").

7. That the District shall be known as "Bloom Metropolitan District".

8. That the District is located in Douglas County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

9. That, pursuant to § 32-1-205, C.R.S., a copy of the Service Plan and the Resolution of the County Board of County Commissioners of Douglas County approving the Service Plan were attached as exhibits to the Petition for Organization filed with this Court on _____, 2026, are included within the Petitioner's Court record, are incorporated herein by reference, and are deemed appended to this Order.

10. That, pursuant to § 32-1-306, C.R.S., within thirty (30) days after the date of this Order declaring the District organized, a certified copy of this Order shall be transmitted to and recorded by the Douglas County Clerk and Recorder (the "Clerk").

11. That, in further compliance with the requirements of § 32-1-306, C.R.S., a copy of the approved Service Plan for the District shall be delivered to the Clerk, to be retained as a public record for public inspection. Additionally, a copy of the Service Plan, together with a copy of this

Order, shall be filed with the Division of Local Government, Department of Local Affairs (the "Division").

12. That, in further compliance with the requirements of § 32-1-306, C.R.S., a map of the District shall be filed with the Douglas County Assessor, the Clerk, and the Division according to the standards of the Division and the accuracy thereof updated annually.

13. That the Petitioner's Bond filed pursuant to § 32-1-302, C.R.S., is hereby released and discharged.

14. That the District shall be a metropolitan district, as defined in § 32-1-103(1), C.R.S., and a quasi-municipal corporation and political subdivision of the State of Colorado with all the powers of a metropolitan district available under law and in conformity with the Service Plan, as may be amended, and all powers and authorities as may hereafter be conferred by law. These powers and authorities shall be exercised through the District's Board of Directors.

DONE IN COURT this ____ day of _____, 2026.

BY THE COURT:

District Court Judge

**EXHIBIT A
TO ORDER AND DECREE**

(Legal Description and Map of District Boundaries)

LAND DESCRIPTION

BEING THAT PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED DECEMBER 13, 2019 AT RECEPTION NO. 2019085266 IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, STATE OF COLORADO, BEING THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9 FROM WHICH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 BEARS N00°22'10"W BETWEEN FOUND AND ACCEPTED MONUMENTS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9 THE FOLLOWING SIX (6) COURSES;

1. N00°22'10"W, A DISTANCE OF 1327.47 FEET
2. N89°28'27"E, A DISTANCE OF 1329.34 FEET
3. N89°27'38"E, A DISTANCE OF 1329.20 FEET
4. S00°18'05"E, A DISTANCE OF 1325.26 FEET
5. S89°18'36"W, A DISTANCE OF 1328.15 FEET
6. S89°31'45"W, A DISTANCE OF 1328.83 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9 AND THE POINT OF BEGINNING.

CONTAINS 3,528,302 SQUARE FEET OR 80.999 ACRES, MORE OR LESS.

SHEET 1 OF 2

SERVICE PLAN

FOR

 BLOOM METROPOLITAN DISTRICT

DOUGLAS COUNTY, COLORADO

Prepared

By

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

WBA, PC

2154 East Commons Avenue, Suite 2000

Centennial, CO 80122

[DATE] May 19, 2026

[APPROVAL DATE (ON FINAL SERVICE PLAN)]

|

APPROVAL SUMMARY

This Service Plan for the ~~(District Name)~~Bloom Metropolitan District was approved by the Douglas County Board of County Commissioners on (date). Resolution No. _____, approving this Service Plan, has been recorded at Reception No. _____ on (date). The organizational and TABOR elections took place on ~~(date)~~November 3, 2026. The court decree organizing the District was recorded with the Douglas County Clerk and Recorder on (date) at Reception No. ____ .

ORGANIZERS AND CONSULTANTS

This Service Plan has been prepared by the Organizers and the following participating consultants:

<p><u>Organizer</u></p> <p><u>Affinity Holdings, LLC</u> <u>c/o CCB Holdings, Inc.</u> <u>Attn: Cayd Bader</u> <u>13330 Red Deer Trail</u> <u>Broomfield, CO 80020</u> <u>Phone: (303) 246-6799</u> <u>Email: caydb@affinholdings.com</u> <u>Company</u> <u>Attn:</u> <u>Address</u> <u>City, State Zip</u> <u>Phone:</u> <u>Fax:</u> <u>Email:</u></p>	<p><u>District Counsel</u></p> <p><u>WBA, PC</u> <u>Attn: Megan J. Murphy, Esq.</u> <u>2154 East Commons Avenue, Suite 2000</u> <u>Centennial, CO 80122</u> <u>Phone: (303) 858-1800</u> <u>Email: mmurphy@wbapc.com</u> <u>Company</u> <u>Attn:</u> <u>Address</u> <u>City, State Zip</u> <u>Phone:</u> <u>Fax:</u> <u>Email:</u></p>
<p><u>Financial Advisor</u></p> <p><u>Piper Sandler & Co.</u> <u>Attn: Jonathan Heroux</u> <u>1144 15th Street, #2050</u> <u>Denver, CO 80202</u> <u>Phone: (303) 802-5865</u> <u>Email: pjonathan.heroux@psc.com</u> <u>Company</u> <u>Attn:</u> <u>Address</u> <u>City, State Zip</u> <u>Phone:</u> <u>Fax:</u> <u>Email:</u></p>	<p><u>Engineer</u></p> <p><u>ATWELL, LLC</u> <u>Attn: Ben Satterwhite, P.E.</u> <u>6200 South Syracuse Way, Suite 125</u> <u>Greenwood Village, CO 80111</u> <u>Phone: (866) 850-4200</u> <u>Email: bsatterwhite@atwell.com</u> <u>Company</u> <u>Attn:</u> <u>Address</u> <u>City, State Zip</u> <u>Phone:</u> <u>Fax:</u> <u>Email:</u></p>

~~[ADDITIONAL CONSULTANTS MAY BE ADDED AT THE DISCRETION OF THE ORGANIZERS.]~~

EXECUTIVE SUMMARY

This service plan is for the Bloom Metropolitan District (the “District”), which will serve the public improvement needs of ~~(name of development)~~bloom. The District is generally located at adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road and contains ~~approximately _____~~approximately 81 acres. The District will include ~~_____~~32 residential units and 0_____ square feet of commercial space.

The District will have a single district structure. This structure will allow the District to control both financing and services.

~~The District shall be authorized to provide the following services: (List the proposed services for this District from the following services defined in C.R.S. § 32-1-103(10): fire protection, mosquito control, parks and recreation, safety protection, sanitation, solid waste disposal facilities or collection and transportation of solid waste, street improvement, television relay and translation, transportation, and water and other services as described in C.R.S. §§ 32-1-1001 and 1004, as amended.)~~The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is permitted by this Service Plan and described in the Special District Act, and other applicable statutes, common law, and the Colorado Constitution, subject to the limitations set forth herein, including but not limited to the following services: water, storm sewer, sanitation and wastewater treatment, street improvements, traffic safety protection, parks and recreation, television relay and translation, and mosquito control.

The total authorized debt limit for the District shall be ~~_____ (\$000.00)~~Twenty Million Dollars (\$20,000,000) provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt. The debt service mill levy will be fifty (50) mills, subject to Mill Levy Adjustment, and it is anticipated to begin concurrent with the District’s initial bond issuance. Prior to the imposition of a debt service mill levy, the District may certify sixty (60) mills, subject to Mill Levy Adjustment, for operations and maintenance. Subsequent to the imposition of a debt service mill levy, the Maximum Debt Service Mill Levy shall be fifty (50) mills, subject to Mill Levy Adjustment, with a Maximum Operations and Maintenance Mill Levy of ten (10) mills, subject to Mill Levy Adjustment. . ~~The District anticipates the issuance of an initial series of bonds in the amount of (\$000.00) on (date). The initial debt service mill levy will be _____ mills, with a Maximum Debt Service Mill Levy of _____ mills. The initial operations and maintenance mill levy will be _____ mills, with a Maximum Operations and Maintenance Mill Levy of _____ mills. The combined initial mill levy for the District will be _____ mills, with a maximum combined mill levy of _____ mills.~~

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. PURPOSE OF THE DISTRICT..... 2

III. DISTRICT FRAMEWORK 2

IV. NEED FOR DISTRICT..... 2

V. LOCATION AND BOUNDARIES 2

VI. ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION 332

VII. POWERS AND RESPONSIBILITIES 3

VIII. DISTRICT SERVICES, FACILITIES, AND IMPROVEMENTS 4

IX. EXISTING AND PROPOSED AGREEMENTS 87

X. FINANCIAL INFORMATION 887

XI. DEVELOPER ADVANCES AND REIMBURSEMENTS 11109

XII. ANNUAL REPORT..... 1110

XIII. MODIFICATION OF SERVICE PLAN 1210

XIV. DISCLOSURE STATEMENT 121110

XV. DISSOLUTION..... 1211

XVI. DEFINITIONS 1211

XVII. RESOLUTION OF APPROVAL 1412

XVIII. STATUTORY FINDINGS AND CONCLUSIONS..... 141312

EXHIBITS

- Exhibit A** Vicinity Map
- Exhibit B** Legal Description
- Exhibit C** District Boundary Map
- Exhibit D** Cost of Improvements
- Exhibit E** Map of Improvements
- Exhibit F** Financial Plan
- Exhibit G** Resolution of Approval
- Exhibit H** Compliance with Section 18A, Water Supply – Overlay District
- Exhibit I** Compliance with ~~DRCOG Clean Water Plan~~ Colorado's Water Quality Management Plan
- Exhibit J** Advance and Reimbursement Agreement
- ~~**Exhibit K** Intergovernmental Agreements~~
- Exhibit LK** Annual Report Requirements
- Exhibit LM** District Court Decree

I. INTRODUCTION

This service plan (the “Service Plan”) for the ~~_____~~ Bloom Metropolitan District (the “District”) is for a special district organized under Title 32 of the Colorado Revised Statutes to serve the public improvement needs of ~~(name of development)~~ bloom (the “Project”). The District is generally located adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road (see **Exhibit A**, Vicinity Map) and contains approximately ~~_____~~ 81 acres (see **Exhibits B & C**, Legal Description and District Boundary Map).

Pursuant to the requirements of the Special District ~~Control Act, C.R.S. §32-1-201, et seq., as amended,~~ and the Special District Service Plan Review Procedures for Douglas County (the “County”), the following items are included in this Service Plan:

1. A description of the powers granted to and services to be provided by the District;
2. A general description of the facilities to be constructed and the standards of such construction, including a statement of how the facility and service standards of the District are compatible with facility and service standards of the County and of any municipalities and special districts which are interested parties;
3. A general written description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial indebtedness and estimated maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District;
4. A summary of general conditions regarding oversight of the District by the County;
5. A legal description and map of the District’s boundaries and an estimate of the population and valuation for assessment of the District;
6. A summary of estimated costs for improvements to be financed and constructed by the District;
7. A preliminary engineering and architectural survey showing how the improvements and services are to be provided;
8. A financial plan showing how District improvements and services are to be financed, including the operating revenue for the first budget year of the District;
9. The resolution of approval adopted by the Board of County Commissioners;
10. Information demonstrating compliance with Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended, and compliance with the Colorado’s Water Quality Management Plan ~~Denver Regional Council of Governments’ Clean Water Plan;~~

11. A description of any advance and reimbursement agreements;
12. A description of any arrangement or agreement with any political subdivision for the performance of any services between the District and such other political subdivision; and
13. The recorded court decree organizing the District.

Exhibits A through **LM**, attached hereto, are hereby incorporated into the Service Plan.

II. PURPOSE OF THE DISTRICT

The purpose of the District is to provide public improvements and services for the benefit of all anticipated inhabitants and taxpayers of the District, either within or without its boundaries. The District also serves to finance and oversee the construction of these public improvements and to provide for ongoing operations and maintenance services.

III. DISTRICT FRAMEWORK

The District will be organized under a single district structure and will be responsible for all aspects of financing and services authorized under this Service Plan.

IV. NEED FOR DISTRICT

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible, or practicable to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and ongoing operations of the public improvements needed for the Project. Formation of the District is therefore necessary in order for the public improvements and services required for the Project to be provided in the most economical manner possible.

V. LOCATION AND BOUNDARIES

The District is located adjacent to Crowfoot Valley Road, north of Pradera Parkway, and south of Stroh Road. A vicinity map is attached hereto as **Exhibit A**. The area of the initial District's boundary encompasses approximately 81 acres. A legal description of the District's boundaries is attached hereto as **Exhibit B**. A map of the initial District's boundaries is attached hereto as **Exhibit C**.

It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to C.R.S. §§ 32-1-401, et seq., and C.R.S. §§ 32-1-501, et seq., as amended. ~~Future inclusion and exclusion areas are identified in Exhibit C.~~ Prior to any inclusions or exclusions ~~that are not identified in Exhibit C~~, the District shall provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b). If, within such forty-five (45) day period, the Board of County Commissioners objects to the inclusion or exclusion, then the inclusion or exclusion shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

VI. ASSESSED VALUATION/PROJECTIONS/LAND USE/POPULATION

The property within the District is zoned ~~_____ as of (date)~~ Estate Residential. The current assessed value of property within the initial boundaries of the District is ~~_____ Six Hundred Eighty Dollars (\$000.00680)~~ as of the date of the Service Plan (date). The estimated assessed value at full build-out is ~~_____ Seven Million Dollars (\$000.007,000,000)~~ and is expected to be sufficient to reasonably discharge the debt under the Financial Plan. Initially, the District will include ~~_____ 32~~ residential units and 0 square feet of commercial space. Based upon an estimated three (~~0.003~~) persons per residence, the population of the District at build-out will be ninety six (~~0096~~) residents.

Approval of this Service Plan by the County does not constitute nor imply approval of the development of a specific area within the District, nor does it constitute or imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached hereto, unless such land use plans have been approved by the Board of County Commissioners as part of a separate development review process.

VII. POWERS AND RESPONSIBILITIES

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is permitted by this Service Plan and described in the Special District Act, C.R.S. Title 32, and other applicable statutes, common law, and the Colorado Constitution, subject to the limitations set forth herein.

A. General Powers

The District shall have the authority to construct, operate, and maintain the services and facilities as described in Section VIII.A of this Service Plan.

B. Miscellaneous Powers

In addition to the powers enumerated above, the District's Board shall have the power and authority:

1. To amend this Service Plan as provided for in Section XV, Modification of Service Plan;
2. To forego, reschedule, or restructure the financing and construction of certain improvements and facilities in order to better accommodate the pace of growth, resource availability, and potential inclusions and exclusions of property within the District, with prior notice to the County in accordance with C.R.S. § 32-1-202(2)(b), as amended; and
3. To have and exercise all rights and powers necessary or incidental to, or implied from, the specific powers granted to the District in this Service Plan.

4. To have and exercise the power of eminent domain, but only as necessary to construct, install, access, relocate or redevelop the public improvements identified in this Service Plan in the locations shown in **Exhibit E**. Any other use of eminent domain shall require the District to provide forty-five (45) days published notice and written notice to the Board of County Commissioners pursuant to C.R.S. § 32-1-207(3)(b). If, within such forty-five (45) day period, the Board of County Commissioners objects to the use of eminent domain, then it shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

VIII. DISTRICT SERVICES, FACILITIES, AND IMPROVEMENTS

The District shall have the authority pursuant to C.R.S. §§ 32-1-1001 and 32-1-1004, as amended, to provide the following services and public improvements described in this section.

~~(Please include the following paragraphs for those services and facilities that will be provided by the District.)~~

~~2.1. Water~~

~~The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for potable water and irrigation water facilities and systems, including, but not limited to, water rights, water supply, treatment, storage, transmission, and distribution systems for domestic, irrigation, fire control, and other public purposes, together with all necessary and proper reservoirs, treatment facilities, wells, equipment, and appurtenances incident thereto, which may include, but shall not be limited to, transmission lines, pipes, distribution mains and laterals, storage facilities, and ditches, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. The District shall have the power and authority to contract with other private or governmental entities to provide any or all of the services the District is authorized or empowered to provide.~~

~~The District boundaries are, or will be, located within the boundaries of PWSD, and the District will receive its domestic water supply from PWSD. The District will not provide water and irrigation water facilities and systems directly because PWSD is willing and able to provide water service within the District boundaries, as is evidenced by the “will serve” letter set forth in **Exhibit H**. The District will construct or acquire, or require the construction and acquisition of, the necessary water improvements to connect to PWSD’s system in accordance with the requirements of the PWSD’s Rules and Regulations, as they may be amended from time to time. It is anticipated that, following acceptance by PWSD, the domestic water improvements will be owned, operated, and maintained by PWSD.~~

~~PWSD does not provide for the construction and financing of the water improvements anticipated to be provided by the District, as generally described in **Exhibit E** to this Service Plan. Therefore, the water improvements will not duplicate or interfere with any other improvements or facilities provided by PWSD within the District boundaries.~~

~~As identified in the Service Plan Review Procedures, the Board of County Commissioners is interested in the provision of long term renewable water supplies in the County. Please be prepared to discuss any plans for long-term, renewable water service (including infrastructure and financial information), if applicable.~~

5.2. Storm Sewer

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for flood and surface drainage improvements, including, but not limited to, culverts, dams, retaining walls, access way inlets, detention and retention ponds, paving, roadside swales, curbs and gutters, disposal works and facilities, water quality facilities, and all necessary and proper equipment, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

Stormwater improvements subject to Colorado Discharge Permit System Regulations, if applicable, shall be owned and maintained by the District or such other governmental entity that may accept dedication. Dedication to another governmental entity of stormwater improvements subject to such regulations shall be subject to approval by the County. In no event will the District dedicate such detention ponds or facilities to a private homeowner's association, or other property owner's association, for operations or maintenance. All improvements shall be at no cost to the County.

6.3. Sanitation and Wastewater Treatment

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, assess tap or other facility fees, and provide for sanitary sewers and to transport wastewater to an appropriate wastewater treatment facility, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

The District boundaries are, or will be, located within the boundaries of PWSD, and the District will receive its sanitation services from PWSD. The District will not provide sanitary sewers or transport wastewater directly because PWSD is willing and able to provide sanitary sewer service within the District boundaries, as is evidenced by the "will serve" letter set forth in Exhibit H. The District intends to construct, or require the construction of, the necessary sanitation improvements to connect to PWSD's system in accordance with PWSD's Rule and Regulations, as they may be amended from time to time. It is anticipated that, following acceptance by PWSD, the sanitation improvements constructed by the District will be owned, operated and maintained by PWSD.

PWSD does not provide for the construction and financing of the sanitation improvements anticipated to be provided by the District, as generally described in Exhibit E to this Service Plan. Therefore, the sanitation improvements will not duplicate or interfere with any other improvements or facilities provided by PWSD within the District boundaries.

8.4. Street Improvements

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for arterial and collector streets and roadway improvements including, but not limited to, bridges, curbs, gutters, culverts, storm sewers and drainage facilities, detention and retention ponds, retaining walls and appurtenances, sidewalks, paving, lighting, grading, landscaping, streetscaping, placement of underground utilities, snow removal, tunnels, and other street improvements, and architectural enhancements to any or all of the above, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. All improvements shall be at no cost to the County.

10.5. Traffic Safety Protection

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for safety protection through traffic control devices and safety controls on streets, as well as such other facilities and improvements as are necessary or prudent, including, but not limited to, signalization at intersections, traffic signs, area identification signs, directional assistance and driver information signs, with all necessary and incidental and appurtenant facilities, and land and easements, together with extensions and improvements thereto. All traffic and safety control devices will be consistent with and in compliance with County rules and regulations.

12.6. Parks and Recreation

The District shall have the power and authority to finance, design, construct, acquire, install, maintain, and provide for public park and public recreation centers and other recreation facilities, services, or programs including, but not limited to, grading, soil preparation, sprinkler systems, fencing, pavilions, playgrounds, playing fields, open space, bike trails, pedestrian trails, pedestrian bridges, picnic areas, common area landscaping, streetscaping, storage buildings and facilities, weed control, paving, decorative paving, outdoor functional and decorative lighting, community events, and other services, programs and facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

14.7. Television Relay and Translation

The District shall have the power and authority to finance, design, construct, install, acquire, operate, and maintain television relay and translator facilities, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto.

~~15.~~ Mosquito Control

8.

The District shall have the power and authority to finance, design, construct, acquire, install, operate, maintain, and provide for systems and methods for elimination and control of mosquitoes.

~~0. Fire Protection~~

~~The District shall have the power and authority to provide fire protection, ambulance, and emergency medical and rescue services, including necessary equipment, personnel, and facilities.~~

~~0. Covenant Enforcement and Design Review~~

~~The District shall have the power and authority to provide covenant enforcement and design review services subject to the limitations set forth in C.R.S. § 32-1-1004(8), as amended.~~

~~0. Security~~

~~The District shall have the power and authority to provide security services within the boundaries of the District, subject to the limitations set forth in C.R.S. § 32-1-1004(7), as amended. In no way is this power and authority intended to limit or supplant the responsibility and authority of local law enforcement (i.e., the Douglas County Sheriff's Department) within the boundaries of the District.~~

F.B. Estimated Costs and Phasing of Improvements

An estimate of the costs of the public improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey on the property and is approximately Twenty Million Eight Hundred Eighteen Thousand Eight Hundred Thirty Three Dollars (~~\$000.00~~20,818,833) as shown in **Exhibit D**. **Exhibit D** includes an engineer's opinion of costs in current dollars of each public improvement, together with an explanation of methods, basis, and/or assumptions used. All descriptions of the public improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the County's

requirements, and construction scheduling may require. The District will continue to develop and refine cost estimates contained herein and prepare for issuance of debt. Any increase in public improvement costs greater than twenty percent (20%), but less than forty percent (40%), of the stated amount in **Exhibit D**, exclusive of any contingency shown in **Exhibit D**, shall require an administrative review by County staff. Any increase in public improvement costs in excess of forty percent (40%) of the stated amount in **Exhibit D**, exclusive of any contingency shown in **Exhibit D**, will constitute a material modification of the Service Plan and will require review by the County and action by the Board of County Commissioners in accordance with Section XIII. All construction cost estimates assume construction to applicable local, State, or Federal requirements.

Maps showing the preliminary location of the public improvements that the District is authorized to acquire or construct are attached hereto as **Exhibit E**. Phasing of construction shall be determined by the District to meet the needs of taxpayers within its boundaries. The District shall own, maintain, and replace public improvements constructed, installed, or acquired by the

District or shall dedicate such public improvements to such other entity as shall accept dedication, subject to any limitations specified in this Service Plan.

In all instances, the District shall ensure that the public improvements are designed and constructed in accordance with the standards and specifications of the County or other such entity that may have authority over such design and construction. The District shall obtain approval of civil engineering and other plans and any applicable permits for the construction and installation of public improvements by the District from the County and/or other appropriate regulatory agencies.

G.C. Services to be Provided by Other Governmental Entities

1. Water services shall be provided by PWSD or its successors and assigns.

2. Sanitation services shall be provided by PWSD or its successors and assigns.

3. Fire protection services shall be provided by South Metro Fire Rescue Fire Protection District. (List all services to be provided by other governmental entities, including other special districts.)

H.D. Compliance with Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended

The PWSD (District or name of existing or extraterritorial district) shall provide water supply services to the Project and. [PICK ONE OF THE FOLLOWING SENTENCES, AS APPROPRIATE] (1) ___ has met the requirements of Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended, as described in its letter in Exhibit H. (2) ___ has met the requirements of Section 18A, Water Supply – Overlay District, of the Douglas County Zoning Resolution, as amended, as described in the Water Supply Plan in Exhibit H.

I.E. Compliance with Colorado’s Water Quality Management Plan DRCOG Clean Water Plan

___ PWSD has asserted its compliance with the DRCOG Clean Water Plan Colorado’s Water Quality Management Plan as demonstrated in Exhibit I.

IX. EXISTING AND PROPOSED AGREEMENTS

IX. None.

(Explain any existing or proposed agreements with other governmental entities.)

XI.X. FINANCIAL INFORMATION

A. General

This section describes the nature, basis, and method of funding and debt and mill levy limitations associated with the District's public improvements. A detailed Financial Plan and statement of assumptions is contained in **Exhibit F**.

B. Assumptions

The maximum debt limitation contained herein is based on the assumption that each of the residential properties in the District will have an average actual value of approximately Three Million Dollars (~~\$000.00~~3,000,000), and commercial space will have an average value of zero (~~\$000.00~~) per square foot. The Financial Plan demonstrates that the District has the ability to finance the public improvements identified herein, will be capable of discharging the indebtedness on a reasonable basis, and will operate on a sound fiscal basis.

C. Identification of District Revenue

The District will impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided for in C.R.S. § 32-1-1001(1), as amended.

A Maximum Total Mill Levy of 60 mills, subject to Mill Levy Adjustment, is authorized to support debt service and operations and maintenance of the District. The District may request an amendment to the Service Plan, in accordance with Section XIII, to eliminate mill levy caps when the debt to assessed value ratio falls below fifty percent (50%).

In the event of legislation implementing changes in the ratio of actual valuation to assessed valuation for residential real property, pursuant to Article X, ~~s~~Section 3(1)(b) of the Colorado Constitution, the mill levy limitations provided herein will be increased or decreased as to all taxable property in the District to reflect such changes so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes ("Gallagher-Mill Levy Adjustment"). If there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, after the date of this Service Plan, the mill levy limitation applicable to such debt and operating and maintenance expenses may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenue generated by the mill levy are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

D. Debt Service Mill Levy

A maximum mill levy of 50 mills, subject to Mill Levy Adjustment, is authorized to support the debt service of the District, subject to the limitation of the Maximum Total Mill Levy. An initial debt service mill levy of 50 mills, subject to Mill Levy Adjustment, will produce

revenue sufficient to support debt service costs through the bond repayment period (see **Exhibit F**, Financial Plan). The District shall not impose a levy for repayment of any and all Debt on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in C.R.S. §§ 11-56-101, et seq.

E. Operations and Maintenance Mill Levy

A maximum mill levy of 60 mills, subject to Mill Levy Adjustment, prior to the initial imposition of the debt service mill levy (ten (10) mills, subject to Mill Levy Adjustment, subsequent to the initial imposition of the debt service mill levy), is authorized to support the operations and maintenance of District services and public improvements, subject to the limitation of the Maximum Total Mill Levy. ~~An initial operations and maintenance mill levy of mills will produce revenue sufficient to support the operations and maintenance of District services and public improvements (see Exhibit F, Financial Plan).~~ Provided, however, that the District's operations and maintenance mill levy will be set to meet budgetary needs of the District on an annual basis. Revenue contributed, pledged or dedicated by covenant, agreement or otherwise may also be available and used for payment of operations and maintenance expenses.

~~F. District Expenditures~~

~~F. _____~~

The estimated cost of public improvements for the District is Twenty Million Eight Hundred Eighteen Thousand Eight Hundred Thirty Three Dollars ~~_____ (\$20,818,833,000.00)~~. **Exhibit D** includes, in current dollars, the estimated cost of each public improvement, together with an explanation of the methods, basis, and/or assumptions used to establish such costs.

The District will require operating funds to plan and cause the public improvements contemplated herein to be constructed, operated, and maintained as permitted herein. Such costs are expected to include reimbursement of organizational costs, legal, engineering, accounting, bond issuance costs, and compliance with State budgeting, audit, and reporting, and other administrative and legal requirements. The organizational costs for the District for legal, engineering, surveying, and accounting services are estimated to be Seventy Five Thousand Dollars ~~(\$75,000,000.00)~~. The first year's operating budget is estimated to be Fifty Thousand Dollars ~~(\$50,000,000.00)~~.

G. Debt

1. Debt Limitation

The total debt limit for the District is ~~_____ Twenty Million Dollars (\$20,000,000,000.00)~~, inclusive of costs of issuance, inflation, and other similar costs provided that the foregoing shall not include the principal amount of Debt which has been refunded by the issuance of refunding Debt. For purposes of this Service Plan, debt shall be considered any outstanding bonds, notes, contracts, or other financial obligations of the District payable in whole or in part from ad valorem

taxes or other revenues of the District for the purposes of financing, acquiring, constructing, or improving any of the public improvements contemplated herein. The debt limit shall not be increased unless approved by the County and as permitted by statute and the Colorado Constitution. Any change in debt limit shall be considered a material modification of the Service Plan, subject to the provisions of Section XIII of this Service Plan. The maximum term of any bond issue, including refunding and refinancing, shall be thirty (30) years from the original date of issuance.

2. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any debt is limited to the market rate at the time debt is issued. In the event of a default, the maximum voted interest rate on any debt shall not exceed twelve percent (12%). The maximum underwriting discount shall be five percent (5%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law, and Federal law as is then applicable to the issuance of public securities.

XII.XI. DEVELOPER ADVANCES AND REIMBURSEMENTS

The District anticipates receiving initial funding for both capital and ongoing administrative requirements from developer advances. Such advances may be made to the District subject to the District's obligation to reimburse the same, as may be evidenced by short-term reimbursement agreements or other acceptable agreements or resolutions. The interest rate on developer reimbursements shall not exceed the current Bond Buyer 20-Bond GO Index plus four percent (4%).

~~Such advances, which the Board is obligated to appropriate on an annual basis, shall count against the maximum allowable debt limit under this Service Plan and may be repaid by the District from bond proceeds or other legally available sources of revenue.~~ Developer advances shall be subordinate to the District general obligation bonds and refinancing of the same shall not require County approval. Any amount of outstanding principal and accrued interest on such developer advances that remains unpaid as of the expiration of the Maximum Debt Service Mill Levy term shall be deemed to be forever discharged and satisfied in full. The total developer advances are anticipated to be ~~_____Thirty Eight Million Dollars (\$000.0038,000,000)~~. Developer contributions, which will not be repaid by the District, are anticipated to be ~~_____Eighteen Million Dollars (\$000.0018,000,000)~~. The actual amount of developer advances and developer contributions, are likely to change from the numbers reflected in this Service Plan based on market conditions, interest rates and the terms of any Debt issued by the District.

XII.XII. ANNUAL REPORT

The District shall be responsible for submitting an annual report to the County no later than ~~(date)~~October 1st of each year in accordance with the procedures set forth in C.R.S. § 32- 1-207(3)(c) and (d), as amended. The annual report shall conform to the format attached hereto as **Exhibit KL**, or in a format agreed to by the County.

~~XIV~~.XIII. **MODIFICATION OF SERVICE PLAN**

Pursuant to C.R.S. § 32-1-207, as amended, the District shall obtain prior written approval of the County before making any material modification to this Service Plan. Material modifications require a Service Plan amendment and include modifications of a basic or essential nature, including, but not limited to, the following: any addition to the types of services provided by the District; a decrease in the level of services; a decrease in the financial ability of the District to discharge the existing or proposed indebtedness; or a decrease in the existing or projected need for organized service in the area. Inclusion of property that is located in a county or municipality with no other territory within the District may constitute a material modification of the Service Plan.

In the event the District plans to undertake an action which may not be permitted by this Service Plan, it shall be the District's responsibility to contact County staff to seek an administrative determination as to whether the action in question is permitted by the Service Plan. If County staff determines that the action may constitute a material modification, the District shall submit a proposal for action to the Board of County Commissioners. Thereafter, the Board of County Commissioners will determine whether the proposed action constitutes a material modification. If the Board of County Commissioners determines that the proposed action constitutes a material modification, then the action shall be prohibited and constitute a material modification of this Service Plan requiring an amendment, pursuant to Section XIII of the Service Plan and C.R.S. § 32-1-207(2).

~~XV~~.XIV. **DISCLOSURE STATEMENT**

The District shall provide notice to all purchasers of property in the District regarding the District's authority to levy and collect ad valorem taxes and to impose and collect rates, fees, tolls, and charges, by recording a disclosure statement against the property within the District with the Office of the Douglas County Clerk and Recorder. Such disclosure statement shall also provide information concerning the structure of the Board and summarize how purchasers may participate in the affairs of the Board. The disclosure statement shall be recorded within thirty (30) days following the recordation of the court decree organizing the District.

~~XVI~~.XV. **DISSOLUTION**

It shall be mandatory for the District to initiate dissolution proceedings when the District has neither any financial obligations nor operations and maintenance obligations. The District may file a petition in the ~~D~~istrict ~~e~~Court for dissolution when there are no financial obligations or outstanding bonds, or any such financial obligations or outstanding bonds are adequately secured by escrow funds or securities meeting the investment requirements in C.R.S. §§ 24-75-601, et seq., as amended. The District's dissolution shall be subject to approval of a plan of dissolution in the ~~d~~District ~~e~~Court of the County, pursuant to C.R.S. § 32-1-704, as amended.

~~XVII~~.XVI. **DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Board: the board of directors of the District

Board of County Commissioners: the Board of County Commissioners of Douglas County, Colorado

~~Control Act: Part 2 of Title 32 (Special Districts) of the Colorado Revised Statutes (C.R.S.), which outlines review procedures for service plans for a special district~~

County: Douglas County, Colorado

Debt: any bond, note debenture, contract, or other multiple-year financial obligation of a District

Developer: the owner of the property proposing development of the project

District: the ~~_____~~Bloom Metropolitan District

District Boundaries: the boundaries of the area described in the legal description attached hereto as **Exhibit B**

District Boundary Map: the map attached hereto as **Exhibit C**, showing the District's boundaries

Financial Plan: the Financial Plan described in Section X and attached as **Exhibit F**, which describes: (a) how the public improvements are to be financed; (b) how the debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Bond: bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy

Maximum Debt Service Mill Levy: the maximum mill levy the District is permitted to impose for payment of debt as set forth in Section X.D

Maximum Operations and Maintenance Mill Levy: the maximum mill levy the District is permitted to impose for the payment of operating and maintenance expenses as set forth in Section X.E

Maximum Total Mill Levy: the maximum mill levy the District is permitted to impose for the payment of debt as set forth in Section X.D. and operating and maintenance expenses as set forth in Section X.E

Project: the development or property commonly referred to as ~~_____~~bloom

Public Improvements: the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act to serve the future taxpayers and inhabitants of the District as determined by the Board of the District

PWSD: Parker Water and Sanitation District

Revenue Bond: bonds issued by the District to finance a specific project, the income from which will be used for repaying the bond

Service Plan: the service plan for the District approved by the Board of County Commissioners

Special District Act: C.R.S. § 32-1-101, et seq., as amended

State: the State of Colorado

~~XVIII~~.XVII. **RESOLUTION OF APPROVAL**

The District incorporates the Board of County Commissioner’s resolution approving this Service Plan into this Service Plan to be presented to the ~~D~~istrict ~~C~~eourt attached hereto as **Exhibit G**.

~~XIX~~.XVIII. **STATUTORY FINDINGS AND CONCLUSIONS**

It is submitted that this Service Plan for the District, as required by C.R.S. § 32-1- 203, as amended, establishes that:

~~[PLEASE INCLUDE A PARAGRAPH WITH EACH CONCLUSION EXPLAINING HOW THE DISTRICT HAS MET THIS REQUIREMENT]~~

1. There is sufficient existing and projected need for organized service in the area to be served by the District;

The purpose of the District is to finance, construct, own, operate and maintain the public improvements for the Project, which is commonly known as bloom. While the public improvements constructed by the District will be constructed for the use and benefit of the taxpayers and residents of the District, the general public will also receive significant benefit from the District’s public improvements including, but not limited to, park and recreation improvements and trail connections.

~~2.~~

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

The County has not provided the property within the District (the “Property”) with the public improvements and facilities described in this Service Plan. Therefore, it is necessary that the District be organized to provide its taxpayers and inhabitants with those public improvements described in the Service Plan.

In addition, the Property is located entirely within the boundaries of PWSD. The District fully recognizes PWSD’s existence and the fact that PWSD is authorized to provide water and sanitation service within the District boundaries. However, pursuant to C.R.S. Section 32-1-1006(1)(b)(I), as amended, PWSD does not consider it feasible, practical or desirable for the good

of PWSD to fund or construct the extension of water or sanitary sewer lines or facilities to the District, nor does PWSD plan to provide in the future for the construction and financing of the specific water and sanitation improvements that the District is being organized to provide. Therefore, pursuant to C.R.S. Section 32-1-203(2.5)(a), adequate water and sanitation service is not, or will not, be available to the Property through PWSD within a reasonable time and on a comparable basis. The District's inhabitants will require those water and sanitation services which PWSD has determined it cannot feasible or practically provide to the Property at this time.

~~3.~~
3. The District is capable of providing economical and sufficient service to the area within its boundaries;

The formation of the District would ensure that the public improvements and other services are sufficient and built in a reasonable period of time for the benefit of the taxpayers and residents of the District and the general public.

4.
4. The area to be included in the District has, or will have, the financial ability to discharge the indebtedness on a reasonable basis;

The estimated costs of the facilities to be constructed, installed, and/or acquired by the District are set forth in the Service Plan as Exhibit D. The Financial Plan demonstrates the issuance of the debt and the anticipated repayment based on the projected development within the District boundaries. The Financial Plan demonstrates that, at various projected levels of development, the District has the ability to finance the facilities identified herein and will be capable of discharging the proposed indebtedness on a reasonable basis.

~~5.~~
5. Adequate service is not, or will not be, available to the area through the County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

The proposed public improvements are not, upon information and belief, will not be available to the Property through the County or other existing municipality or quasi-municipal corporation, including other special districts, within a reasonable time and on a comparable basis. In addition, PWSD does not consider it feasible, practical, or desirable to fund or construct the proposed water or sanitary sewer lines or facilities for the District, nor does PWSD plan to provide in the future for the construction and financing of the specific water and sanitation improvements that the District is proposing to provide.

~~6.~~
6. The facility and service standards of the District are compatible with the facility and service standards of each county within which the District is to be located and each municipality which is an interested party under C.R.S. § 32-1-204(1), as amended;

As stated in the Service Plan, all facilities and services proposed will be constructed in accordance with Douglas County and/or the water and service provider's criteria. All proposed improvements must be reviewed, approved and permitted by Douglas County prior to construction.

7.

7. The proposal is in substantial compliance with the Douglas County Comprehensive Master Plan, as amended, adopted pursuant to C.R.S. § 30-28-106, as amended;

The Developer of the Project has thoroughly reviewed the Douglas County Comprehensive Master Plan and is aware of the County's desire to reflect, acknowledge and balance the commons values, rights, and needs of all County residents and landowners, and its desire to honor and protect the unique, diverse communities and resources within Douglas County. The proposal is compatible with the community vision for the future and complies with the policies necessary to achieve sustainable growth within the County as expressed in the Douglas County Comprehensive Master Plan.

8.

8. The proposal is in compliance with the regional Clean Water Plan, as amended; and

As demonstrated in Exhibit I, the proposal is in compliance with the regional Clean Water Plan, as amended.

9.

9. The creation of the District will be in the best interests of the area to be served.

As summarized below, the creation of the District is in the best interest of the area to be served because:

- A metropolitan district can raise funds for public improvements through municipal bonds (or other governmental grant or loan programs if applicable) with favorable interest rates and terms not available to private entities;
- Metropolitan districts are exempt from sales, use and other taxes for equipment, supplies and services allowing lower overhead costs;
- A metropolitan district is not in the business of making a profit from the facilities and services provided;
- Specific statutes govern the expenditures and revenues of metropolitan districts;
- State-obligated budget, audit, and other financial filing and reporting requirements provide regulatory oversight of a metropolitan district's operations;
- A metropolitan district is governed by local control over the services that are provided on a community basis;
- The metropolitan district is responsive and accountable for decisions through the election and public hearing processes;
- The business of a metropolitan district is conducted at public meetings;
- Metropolitan districts enjoy governmental immunity against certain legal actions thus avoiding expensive lawsuits and corresponding tax or fee increases;
- Because of its local nature, a metropolitan district is often better able to address issues of local concern to the community than could a larger county or municipal government.

10.

Exhibit ~~KL~~
Annual Report Requirements

The District shall be responsible for submitting an annual report to the County no later than (date) of each year. The annual report shall conform to the following format:

Name of District Bloom Metropolitan District

Year ANNUAL REPORT

(For Activities Completed in Year, and With Information About Prospective Years)

- I. District Description - General Information
 - a. Board members, officers' titles, and terms
 - b. Changes in board membership in past year
 - c. Name and address for official District contact
 - d. Elections held in the past year and their purpose
- II. Boundary changes for the report year and proposed changes for the coming year
- III. List of intergovernmental agreements (existing or proposed) and a brief description of each detailing the financial and service arrangements
 - a. Contracts for operations, debt, and other contractual obligations with sub- districts or operating and taxing districts
 - b. Reimbursement agreements with developers and/or builders for advances to fund capital costs and administrative/operational and maintenance costs of the District
- IV. Service Plan
 - a. List and description of services authorized in Service Plan
 - b. List and description of facilities authorized in Service Plan
 - c. List and description of any extraterritorial services, facilities, and agreements
- V. Development Progress
 - a. Indicate the estimated year of build-out, as set forth in the Service Plan
 - b. List the services provided with the date service began compared to the date authorized by the Service Plan
 - c. List changes made to the Service Plan, including when the change was authorized,

when it was implemented or is expected to be implemented

- d. List facilities to be acquired or constructed or leased back as set forth in the Service Plan and compare the date of completion or operation with the date authorized by the Service Plan
- e. List facilities not completed. Indicate the reason for incompleteness and provide a revised schedule, if any
- f. List facilities currently under construction with the percentage complete and an anticipated date of completion
- g. Indicate the population of the District for the previous five (5) years and provide population projections for the next five (5) years
- h. List the planned number of housing units by type and the number of commercial and industrial properties with respective square footage and anticipated dates of completion/operation. Compare the completed units and completed commercial and industrial properties to the amount planned in the Service Plan.
- i. List any enterprises created by and/or operated by or on behalf of the District, and summarize the purpose of each

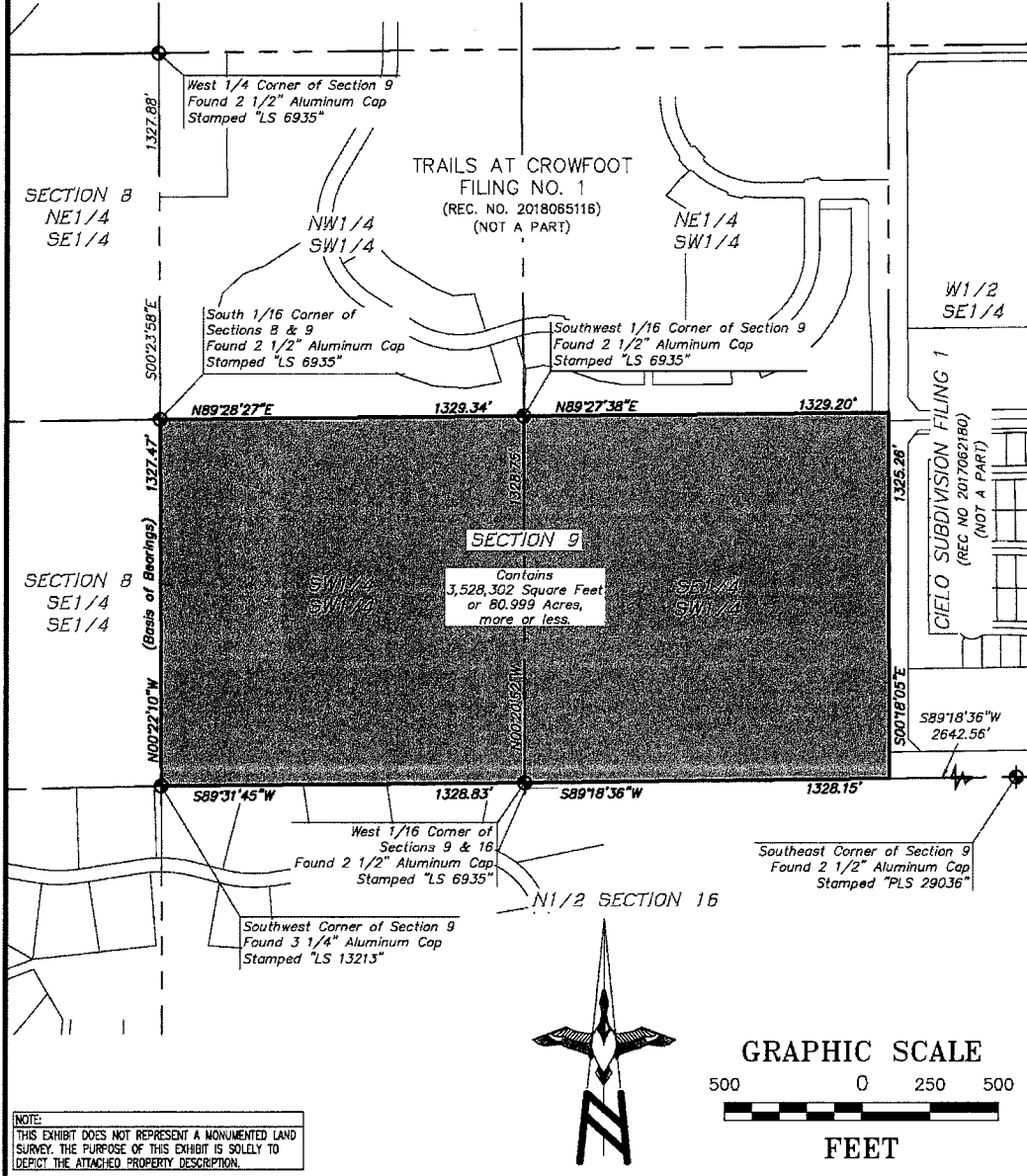
VI. Financial Plan and Financial Activities

- a. Provide a copy of the audit or exemption from the audit for the reporting year.
- b. Provide a copy of the budget, showing the reporting and previous years.
- c. Show revenues and expenditures of the District for the previous five (5) years and provide projections for the next five (5) years. Include any non-District or non-governmental financial support. Include and list individually all fees, rates, tolls, etc., with a summary of the purpose of each. Show other miscellaneous tax revenue, such as specific ownership taxes. For the same period, show actual and projected mill levies by purpose (showing mill levies for each individual general obligation, revenue-based obligation, or contractual obligation).
- d. List all debt that has been issued, including all individual issuances with a schedule of service until the debt is retired
- e. List individually all authorized but unissued debt, including the purpose, ballot issue letter designation and election date, and amounts authorized and unissued
- f. List the total amount of debt issued and outstanding as of the date of the annual report and compare to the maximum authorized debt level as set forth in the Service Plan
- g. Enterprises of the District

- i. Include revenues of the enterprise, showing both direct support from the District and all other sources
 - ii. Include expenses of the enterprise, showing both direct payments to the District and all other obligations
- h. Detail contractual obligations
 - i. Describe the type of obligation, current year dollar amount, and any changes in the payment schedule, e.g. balloon payments.
 - ii. Report any inability of the District to pay current obligations that are due within the current budget year
 - iii. Describe any District financial obligations in default
- i. Actual and Assessed Valuation History
 - i. Report the annual actual and assessed valuation for the current year and for each of seven (7) years prior to current year
 - ii. For each year, compare the certified assessed value with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the certified value.
- j. Mill Levy History
 - i. Report the annual mill levy for the current year and for each of the seven (7) years prior to current year. Break the mill levies out by purpose (e.g., debt issuance and operations and maintenance)
 - ii. For each year, compare the actual mill levy with the Service Plan estimate for that year. If Service Plan estimates are not available, indicate the same and report the actual mill levies.
- k. Miscellaneous Taxes History
 - i. Report the annual miscellaneous tax revenue for the current year and for each of the seven (7) years prior to the current year. Break the tax revenue out by purpose (e.g., general operations, revenue-based obligations, debt by issue, contractual obligations, other)
 - ii. For each year, compare the actual miscellaneous tax revenue with the Service Plan estimate for that year (if provided in Plan). If the Service Plan estimates are not available, indicate the same and report the actual taxes.
- l. Estimated Assessed Valuation of District at 100% Build-Out

- i. Provide an updated estimate and compare this with the Service Plan estimate.
- m. Estimated Amount of Additional General Obligation Debt to be Issued by the District between the End of Current Year and 100% Build-Out.
 - i. Provide an updated estimate based on current events. Do not include refunding bonds.

S1/2, SW1/4, SECTION 9
T7S, R66W, 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO



ALTURA

SHEET 2 OF 2

JOB NO. 20538

DATE: 9/4/25

SCALE: 1" = 500'

14550 E. Easter Ave., Unit 1000 Centennial, CO 80112 Phone: (720) 466-1303

Referral Agency Response Report**Project Name:** Bloom Metropolitan District Service Plan**Project File #:** SV2026-001**Date Sent:** 03/16/2026**Date Due:** 03/31/2026

Agency	Date Received	Agency Response	Response Resolution
Antelope Heights Metro District		No Response Received.	No Response Required.
Anthology West Metro Districts 2 - 6	03/18/2026	See Letter: No Comment.	No Response Required.
AT&T Long Distance - ROW		No Response Received.	No Response Required.
Canyons Metro Districts 1-4		No Response Received.	No Response Required.
Canyons Metro District 7		No Response Received.	No Response Required.
Castle Oaks Metro District 3		No Response Received.	No Response Required.
Castle Rock Fire and Rescue Department	03/26/2026	See Letter: No Comment.	No Response Required.
Cedar Hill Cemetery Association	03/17/2026	See Letter: No Comment.	No Response Required.
CenturyLink		No Response Received.	No Response Required.
Chambers Commercial Center Business Improv District		No Response Received.	No Response Required.

Referral Agency Response Report

Project Name: Bloom Metropolitan District Service Plan

Project File #: SV2026-001

Date Sent: 03/16/2026

Date Due: 03/31/2026

Agency	Date Received	Agency Response	Response Resolution
Cherry Creek Basin Water Quality Authority	03/17/2026	<p>Received: The Cherry Creek Basin Water Quality Authority (Authority) acknowledges notification from Douglas County that the proposed development plans for SV2026-001 - Bloom Metropolitan District, New Service Plan have been or will be reviewed by Douglas County for compliance with the applicable Regulation 72 construction and post-construction requirements. Based on the Authority's current policy, the Authority will no longer routinely conduct a technical review and instead the Authority will defer to Douglas County's review and ultimate determination that the proposed development plans comply with Regulation 72. If a technical review of the proposed development plan is needed, please contact LandUseReferral@ccbwwqa.org. The review may include consultation with the Authority's Technical Manager to address specific questions or to conduct a more detailed Land Use Review, if warranted. (verbatim).</p>	No Response Required.
Cherry Creek South Metro District 4 - 11		No Response Received.	No Response Required.
Cherry Creek South Metro District No.1		No Response Received.	No Response Required.
Cielo Metro District		No Response Received.	No Response Required.
City of Castle Pines		No Response Received.	No Response Required.
Colorado Department of Transportation CDOT-Region # 1	03/17/2026	See Letter: No Comment.	No Response Required.
Colorado Division of Water Resources	04/14/2026	See Letter: No comment on referral.	No Response Required.
Colorado Geological Survey	03/23/2026	Received: No Comment (verbatim).	No Response Required.
Comcast		No Response Received.	No Response Required.
CORE Electric Cooperative	03/16/2026	Received: No Comment (verbatim).	No Response Required.

Referral Agency Response Report

Project Name: Bloom Metropolitan District Service Plan

Project File #: SV2026-001

Date Sent: 03/16/2026

Date Due: 03/31/2026

Agency	Date Received	Agency Response	Response Resolution
Crowfoot Valley Ranch Metro #1 & 2		No Response Received.	No Response Required.
Douglas County Addressing Analyst	03/19/2026	Received: No Comment (verbatim).	No Response Required.
Douglas County Assessor	03/17/2026	Received: No Comment (verbatim).	No Response Required.
Douglas County Building Services	03/18/2026	Received: Permit(s) required for all structures, please visit Douglas County's web site for requirements and contact 303-660-7497 if you have any questions. (verbatim).	This comment has been forwarded to the applicant. No Response Required.
Douglas County Conservation District		No Response Received.	No Response Required.
Douglas County Engineering Services	03/16/2026	See Letter: Comments provided related to Street Exhibits and service plan language in Section VII.	This comment has been resolved.
Douglas County Health Department	03/19/2026	Received: Water and Sewer Service - A will-serve letter has been provided by Parker Water and Sanitation, dated April 19, 2021. DCHD is providing a favorable recommendation regarding the proposed method of sewage disposal assuming this letter is current and up to date. DCHD should be made aware of any changes to the water and sewer service needs of this plan. (verbatim).	No Response Required.
Douglas County Libraries		No Response Received.	No Response Required.
Douglas County Office of Emergency Management	03/27/2026	Received: No Comment (verbatim).	No Response Required.
Douglas County School District RE 1		No Response Received.	No Response Required.
Douglas County Sheriff's Office		No Response Received.	No Response Required.
Douglas County Wildfire Mitigation		No Response Received.	No Response Required.
Franktown FD		No Response Received.	No Response Required.
Hess Ranch Metro Districts 4 - 8		No Response Received.	No Response Required.
High Prairie Farms Metro District		No Response Received.	No Response Required.

Referral Agency Response Report

Project Name: Bloom Metropolitan District Service Plan

Project File #: SV2026-001

Date Sent: 03/16/2026

Date Due: 03/31/2026

Agency	Date Received	Agency Response	Response Resolution
Horse Creek Metropolitan District-Lanterns Metropolitan District		No Response Received.	No Response Required.
Horseshoe Ridge Metro Districts 1 - 3		No Response Received.	No Response Required.
Maher Ranch Metro District 4		No Response Received.	No Response Required.
Meadowlark Metro District		No Response Received.	No Response Required.
Mile High Flood District		No Response Received.	No Response Required.
Mountain View Electric Association	03/16/2026	Received: This project is not in MVEA service territory (verbatim).	No Response Required.
Parker Water & Sanitation District	03/17/2026	Received: Please note the will serve letter must be updated through the Parker Water District. The existing letter is out of date. (Service Request letter.) The property must be included into the Parker Water District. All inclusion documents must be completed prior to site approval, or District service plan. Please contact the PWSD engineering department with any questions. (verbatim).	Staff spoke with PWSD to get clarification on their comments. PWSD clarified that PWSD will not provide service until the District is included into its service area. Inclusion into PWSD is subject to the PWSD's Board approval and it's rules and regulations. PWSD does not object to the Douglas County approvals prior to an approved inclusion to PWSD. This comment has been resolved.
Pinery Commercial Metro Districts #1 & 2		No Response Received.	No Response Required.
Pinery Water and Wastewater District		No Response Received.	No Response Required.
Pinery West Metro District 2-3		No Response Received.	No Response Required.
Pradera Homeowners' Association		No Response Received.	No Response Required.
Reata Ridge Village Metro District 1 - 2		No Response Received.	No Response Required.
Reata South Metro District		No Response Received.	No Response Required.
Robinson Ranch Metro District		No Response Received.	No Response Required.
RTD - Planning & Development Dept.	03/30/2026	See Letter: No Comments.	No Response Required.
Rural Water Authority of Douglas County		No Response Received.	No Response Required.
Scott Gulch Metro District		No Response Received.	No Response Required.

Referral Agency Response Report**Project Name:** Bloom Metropolitan District Service Plan**Project File #:** SV2026-001**Date Sent:** 03/16/2026**Date Due:** 03/31/2026

Agency	Date Received	Agency Response	Response Resolution
South Metro Fire Rescue	03/20/2026	Received: South Metro Fire Rescue (SMFR) has reviewed the provided documents and has no objection to the proposed metropolitan district service plan. (verbatim).	No Response Required.
Stone Creek Metropolitan District		No Response Received.	No Response Required.
The Pinery HOA		No Response Received.	No Response Required.
Town of Castle Rock	03/17/2026	Received: No Comment (verbatim).	No Response Required.
Town of Parker Development Review		No Response Received.	No Response Required.
Town of Parker Public Works	03/17/2026	Received: No Comment (verbatim).	No Response Required.
Trails at Crowfoot Metro District 1 - 3		No Response Received.	No Response Required.
Valley View Metro District 2		No Response Received.	No Response Required.
Village on the Green Metro District 1		No Response Received.	No Response Required.
Villages at Castle Rock Metro District 6		No Response Received.	No Response Required.
Xcel Energy-Right of Way & Permits	03/18/2026	See Letter: No apparent conflict.	No Response Required.

March 16, 2026

REFERRAL RESPONSE REQUEST

Comments Due By: March 31, 2026

File # / Name: SV2026-001/ Bloom Metropolitan District


Request: Metropolitan District – New Service Plan

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input checked="" type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns: _____	
<input type="checkbox"/> See letter attached for detail.	
Agency: Anthology West Metro Districts 2-6	Phone #: 720-213-6621
Your Name: Justin Janca <i>(please print)</i>	Your Signature:
	Date: 2026-03-18

You are encouraged to attend the hearing(s) in the Commissioner's Hearing Room at 100 Third Street, Castle Rock. The hearing date(s) may be obtained by calling 303-660-7460. If you are unable to submit written comments by the due date or need additional materials/information, please contact this office.

Sincerely,



DJ Beckwith
Principal Planner

Enclosure

DJ Beckwith

From: FDPLANS <FDPLANS@crgov.com>
Sent: Thursday, March 26, 2026 8:26 AM
To: DJ Beckwith
Subject: RE: Douglas County eReferral (Project Number) Is Ready For Review

Caution: This email originated outside the organization. Be cautious with links and attachments.

Hello,
CRFD has no comments or concerns with the proposed project.

Respectfully,

Alayna Moore, CFM, FA
Fire Prevention Officer



[Form Center • Request a Construction Inspection or Reinspect \(crgov.com\)](#)



Life Safety Division
Castle Rock Fire and Rescue Department
300 Perry Street
Castle Rock, CO 80104
303.663.3120 Office
e-mail FPO@crgov.com



An internationally accredited Fire/Rescue agency since 2012

This email and any files transmitted with it may contain PRIVILEGED or CONFIDENTIAL information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing, or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments, and notify the sender by reply email or contact the sender at the number listed.

If you are unable to access any portion of this email or attachments due to a disability as defined under [Colorado House Bill 21-1110](#), we are here to help. Please call us at 303-663-4440, [email the Town's accessibility team](#) or [submit an accommodation request form](#).

From: dbeckwith@douglas.co.us <dbeckwith@douglas.co.us>
Sent: Monday, March 16, 2026 3:17 PM
To: Alayna Moore <AMoore@crgov.com>
Subject: Douglas County eReferral (Project Number) Is Ready For Review

There is an eReferral for your review. Please use the following link to log on to your account:
<https://apps.douglas.co.us/planning/projects/Login.aspx>

SV2026-001 - Bloom Metropolitan District, New Service Plan application

This referral will close on Tuesday, March 31, 2026.

If you have any questions, please contact me.

Sincerely,
DJ Beckwith
Principal Planner
100 Third Street
Castle Rock, CO 80104
303-660-7460 (main)

March 16, 2026

REFERRAL RESPONSE REQUEST

Comments Due By: March 31, 2026

File # / Name: SV2026-001/ Bloom Metropolitan District

Request: Metropolitan District – New Service Plan

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input checked="" type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns:	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>	
<input type="checkbox"/> See letter attached for detail.	
Agency: <i>Cedar Hill Cemetery</i>	Phone #: <i>303-688-8265</i>
Your Name: <i>B. SEAN CURTIS</i> <small>(please print)</small>	Your Signature: <i>B. Sean Curtis</i>
	Date: <i>3-17-2026</i>

You are encouraged to attend the hearing(s) in the Commissioner’s Hearing Room at 100 Third Street, Castle Rock. The hearing date(s) may be obtained by calling 303-660-7460. If you are unable to submit written comments by the due date or need additional materials/information, please contact this office.

Sincerely,



DJ Beckwith
Principal Planner

Enclosure

DJ Beckwith

From: Loeffler - CDOT, Steven <steven.loeffler@state.co.us>
Sent: Tuesday, March 17, 2026 10:25 AM
To: DJ Beckwith
Cc: Jessica Varner - CDOT
Subject: Re: Douglas County eReferral (Project Number) Is Ready For Review

Categories: Bloom MD Emails

Caution: This email originated outside the organization. Be cautious with links and attachments.

DJ,

We have reviewed the referral for the Bloom Metro District, New Service Plan application and have no comments. This is off of the state highway system.

Thank you for the opportunity to review this referral.

Steve Loeffler
Permits Unit- Region 1



P 303.757.9891 | F 303.757.9053
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org



On Mon, Mar 16, 2026 at 3:18 PM <dbeckwith@douglas.co.us> wrote:

There is an eReferral for your review. Please use the following link to log on to your account:

[https://urldefense.com/v3/_https://apps.douglas.co.us/planning/projects/Login.aspx_!!PUG2raq7KiCZwBk!euT1ARFKqaKacizNDyvNFWIFZ2QuMLo88X9Uzj4GCqJKNDuDjt6TPHhbqgSEJfwRH4P2UI_b5S5HM0YOddHsabszAAFWg\\$](https://urldefense.com/v3/_https://apps.douglas.co.us/planning/projects/Login.aspx_!!PUG2raq7KiCZwBk!euT1ARFKqaKacizNDyvNFWIFZ2QuMLo88X9Uzj4GCqJKNDuDjt6TPHhbqgSEJfwRH4P2UI_b5S5HM0YOddHsabszAAFWg$)

SV2026-001 - Bloom Metropolitan District, New Service Plan application

This referral will close on Tuesday, March 31, 2026.

If you have any questions, please contact me.

Sincerely,
DJ Beckwith
Principal Planner
100 Third Street
Castle Rock, CO 80104
303-660-7460 (main)

DJ Beckwith

From: Eamon - DNR, Christopher <christopher.eamon@state.co.us>
Sent: Tuesday, April 14, 2026 9:07 AM
To: DJ Beckwith
Cc: Javier Vargas-Johnson - DNR
Subject: SV2026-001 SEO Referral Response

Caution: This email originated outside the organization. Be cautious with links and attachments.

Dear DJ Beckwith,

We have received your March 16, 2026 referral regarding the application for a new service plan for Bloom Metropolitan District. This service plan intends to provide the construction and maintenance related to services including but not limited to: water, storm sewer, sanitation and wastewater treatment, street improvements, traffic safety protection, parks and recreation, television relay and translation, mosquito control, and security services.

This referral for the Bloom Metropolitan District , case no. SV2026-001, on 80 acres in the S 1/2 of the SW 1/4 of Sec. 9, T7S, R66W, 6th P.M., does not appear to qualify as a "subdivision" as defined in section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer's March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office only performed a cursory review of the referral information. Upon review, it appears that the proposed water supply source for the property is service provided by the Parker Water and Sanitation District. There is one permitted well on the subject property with permit no. 138031, which will not require any permitting action as a result of this new service plan. Therefore our office has no comments on this referral.

If you have any questions or require additional information regarding this new service plan please reach out to me via email or at (303)-866-3581 Ext. 8264.

Thank you,
Christopher Eamon, E.I
E.I.T II



1313 Sherman St., Suite 818, Denver, CO 80203
Christopher.Eamon@state.co.us | www.colorado.gov/water

DV 24-156



March 16, 2026

REFERRAL RESPONSE REQUEST


Comments Due By: **March 31, 2026**

File # / Name: SV2026-001/ Bloom Metropolitan District
Request: Metropolitan District – New Service Plan

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns: _____	
<input checked="" type="checkbox"/> See letter attached for detail.	
Agency: <u>ENGINEERING</u>	Phone #: <u>4318</u>
Your Name: <u>AL PETERSON</u> <small>(please print)</small>	Your Signature: <u><i>Al Peterson</i></u>
	Date: <u>3/31/24</u>

You are encouraged to attend the hearing(s) in the Commissioner's Hearing Room at 100 Third Street, Castle Rock. The hearing date(s) may be obtained by calling 303-660-7460. If you are unable to submit written comments by the due date or need additional materials/information, please contact this office.

Sincerely,

DJ Beckwith
Principal Planner

Enclosure

100 Third Street, Castle Rock, Colorado 80104 • 303.660.7460

March 31, 2026

DV 26-156

DJ Beckwith, Principal Planner
Douglas County Community Develop
100 Third Street
Castle Rock, CO. 80104

RE: Bloom Metropolitan District – Service Plan

Dear Brett,

Engineering has reviewed the Service Plan for the above referenced project and the following items have been noted:

1. Please complete all Exhibits and associated Cost Estimates.
2. In Section VII, Item #2 – Storm Sewer, please finish the last paragraph with the final sentence; “All improvements shall be at No cost to Douglas County”.
3. In Section VII, Item #4 – Street Improvements, please finish the last paragraph with the final sentence; “All improvements shall be at No cost to Douglas County”.
4. On the BLOOM Overall Street Exhibit, please add a dimensioned street cross section for the proposed Urban Local Type II Street.
5. On the BLOOM Overall Street Exhibit, it is not clear if this service plan intends to include the construction of the west half of Bayou Gulch Road across the east frontage of this lot. It is the County’s responsibility to cause these improvements to Bayou Gulch Road to occur.

DJ Beckwith
March 31, 2026
Page 2 of 2

Engineering cannot support the approval of this Service Plan until these issues have been addressed. With the next submittal, please enclose a written response to these comments. Should you have any questions regarding these comments, I can be reached at 303-660-7490 or apeterso@douglas.co.us

Respectfully,



Al Peterson
Senior Development Review Engineer

C: Brad Jackson, P.E., Development Review Supervisor
DV File

DJ Beckwith

From: Al Peterson
Sent: Tuesday, June 2, 2026 7:47 AM
To: DJ Beckwith
Subject: FW: Bloom Service Plan Question - SB2026-001

DJ,

My comments have been adequately addressed.

AP

From: Bradley Jackson <bjackson@douglasco.gov>
Sent: Monday, June 1, 2026 10:18 AM
To: Al Peterson <APeterso@douglasco.gov>
Subject: Bloom Service Plan Question - SB2026-001

Al,

DJ Beckwith was looking for you regarding the Bloom Metro District Service Plan.

Thanks,

Brad Jackson, P.E. | Development Review Supervisor
Douglas County Department of Public Works
Engineering Services
Address | 100 Third St., Castle Rock, CO 80104
Main | 303-660-7490 **Cell** | 303-916-7675
Email | bjackson@douglasco.gov

From: Heather Justus <HJustus@pwsd.org>
Sent: Friday, May 15, 2026 10:48 AM
To: Lauren Pulver <lpulver@douglasco.gov>
Cc: DJ Beckwith <dbeckwith@douglasco.gov>
Subject: RE: Bloom development referral question

Caution: This email originated outside the organization. Be cautious with links and attachments.

Hi Lauren,
PWSD does not object to the Douglas County approvals prior to an approved inclusion to PWSD. However, as we discussed approval to PWSD inclusion is subject to Board approval and to the Districts Rules and Regulations.

Thanks,
Heather

Heather L. Justus, P.G.
Water Resource Manager
Office: 720.842.4225 | Cell: 720.869.6091
hjustus@pwsd.org

ParkerWater
& SANITATION DISTRICT



From: Lauren Pulver <lpulver@douglasco.gov>
Sent: Friday, May 15, 2026 9:26 AM
To: Heather Justus <HJustus@pwsd.org>
Cc: DJ Beckwith <dbeckwith@douglasco.gov>
Subject: RE: Bloom development referral question

Caution: This e-mail originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact the IT Department

Hi Heather,

Thanks for connecting on this. To clarify the referral comment, does Parker W&S object to the approval of the service plan prior to inclusion?

Thanks,
Lauren

Lauren Pulver | Planning Manager
Douglas County Department of Community Development
Planning Resources

Address | 100 Third St., Castle Rock, CO 80104

Direct | 303-814-4357 **Main** | 303-660-7460

Email | lpulver@douglasco.gov

NOTICE: Douglas County Planning does not charge "Approval" fees. Douglas County communicates through our official email accounts ending in @douglasco.gov; beware of phishing scams using similar addresses. If you have questions or concerns about the validity of an email or invoice, please call our Public Outreach and Assistance team at 303-660-7460 or email planning@douglasco.gov.

call our Public Outreach and Assistance team at 303-660-7460 or email planning@douglasco.gov.

DJ Beckwith

From: Clayton Woodruff <Clayton.Woodruff@RTD-Denver.com>
Sent: Monday, March 30, 2026 2:13 PM
To: DJ Beckwith
Subject: RE: Douglas County eReferral (Project Number) Is Ready For Review

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated outside the organization. Be cautious with links and attachments.

RTD Comments

Project Name: Bloom Metropolitan District - SV2026-001 - 1st Submittal

Department	Comments
Bus Operations	No exceptions
Bus Stop Program	No exceptions
Commuter Rail	No exceptions
Construction Management	No exceptions
Engineering	No exceptions
Light Rail	No exceptions
Real Property	No exceptions
Service Development	No exceptions
Transit Oriented Development	No exceptions
Utilities	No exceptions

This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our facilities and property.

C Scott Woodruff
Engineer III
Capital Programs
o. 303.299.2943
m. 303-720-2025
Clayton.woodruff@rtd-denver.com
rtd-denver.com

Regional Transportation District
1560 Broadway, Suite 700, FAS-72
Denver, CO 80202

We make lives better through connections.

-----Original Message-----

From: dbeckwith@douglas.co.us <dbeckwith@douglas.co.us>

Sent: Monday, March 16, 2026 3:17 PM

To: Engineering <engineering@RTD-Denver.com>

Subject: Douglas County eReferral (Project Number) Is Ready For Review

There is an eReferral for your review. Please use the following link to log on to your account:

<https://apps.douglas.co.us/planning/projects/Login.aspx>

SV2026-001 - Bloom Metropolitan District, New Service Plan application

This referral will close on Tuesday, March 31, 2026.

If you have any questions, please contact me.

Sincerely,

DJ Beckwith

Principal Planner

100 Third Street

Castle Rock, CO 80104

303-660-7460 (main)



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.285.6612
violeta.ciocanu@xcelenergy.com

March 18, 2026

Douglas County Planning Services
100 Third Street
Castle Rock, CO 80104

Attn: DJ Beckwith

**Re: Bloom Metropolitan District, New Service Plan application
Case # SV2026-001**

Public Service Company of Colorado’s (PSCo) Right of Way & Permits Referral Desk has reviewed the above-mentioned application and currently has **no apparent conflict**.

The property owner/developer/contractor must complete the application process for any new natural gas service via [Building and Remodeling | Partner Resources | Xcel Energy](#). It is then the responsibility of the developer to contact the Xcel Designer assigned to the project for approval of design details.

If additional easements need to be acquired by separate PSCo document, a Right-of-Way Agent will need to be contacted by the Designer.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Violeta Ciocanu (Chokanu)
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-285-6612 – Email: violeta.ciocanu@xcelenergy.com

Although “branded” as Xcel Energy, the legal owner and operator of the utility facilities in Colorado is Public Service Company of Colorado. All utility facilities and related land rights, including fee property, easements, permits, etc., are owned by, operated by and held in the name of Public Service Company of Colorado, a Colorado Corporation.

Memorandum

Mattie Prodanovic
Senior Vice President
Mattie.Prodanovic@hilltopsecurities.com

Date: March 31, 2026

To: Douglas County, Colorado

Subject: Review of Proposed Service Plan for the Bloom Metropolitan District

Hilltop Securities Inc. (“Hilltop”) has been engaged by Douglas County, Colorado (the “County”) to review the proposed Service Plan for the Bloom Metropolitan District (the “District”).

Hilltop’s review is based on the assumptions provided by the Organizer and other publicly available information. Our report should not be viewed as an independent economic forecast or as a confirmation of assumptions for the cost of public infrastructure, real estate market, development cycles, current or projected property values, or construction and absorption of homes within the development.

District Overview and Summary of the Service Plan

The District will utilize a single district structure and the total Service Area of the District is approximately 81 acres, all of which is expected to be utilized for residential development. At full build out, the Organizer anticipates the District will include 32 residential units that will be developed between 2027 and 2030, with an average home value of \$3 million. The District’s projected assessed value at full build out for collection in 2032, assuming development is completed in 2030, is projected to be approximately \$7.1 million.

The Service Plan establishes a Maximum Total Mill Levy for the District of 60 mills, comprised of a debt service mill levy and operations and maintenance mill levy. The maximum levy for debt service is 50 mills and the maximum mill levy for operations and maintenance is 10 mills once a debt service mill levy is imposed. Prior to a debt service mill levy being imposed, the District is permitted to levy 60 mills for operations and maintenance. Both District mill levies are subject to adjustment to changes in the calculation of assessed value so that revenue will not be impacted, positively or negatively. The Service Plan states that while the District can adjust its mill levies higher to account for changes in assessed value calculations that would otherwise negatively impact District revenues, it is also required to adjust mill levies lower if adjustments are made to the calculation of assessed value that increase revenues solely from the change in calculation such that any adjustment is revenue neutral.

The Service Plan limits the total amount of debt that can be issued by the District to \$20 million. This debt limit is inclusive of all new money proceeds including funds allocated for project costs and costs of issuance. It is assumed that it is also inclusive of credit enhancements such as debt service reserve funds and capitalized interest funds, although it is not expressly stated in the Service Plan. The Service Plan requires that any individual series of bonds issued by the District have a maximum term of 30 years from the date of issuance including any refunding or refinancing. This language is somewhat unclear as it could be interpreted that all bonds related to an initial new money issuance must have a final term within 30 years of the original issuance or that each individual issuance could have its own 30-year term. In the latter scenario, the District could continue to perpetually refund an original bond issuance and restart the 30-year term at each refunding given there is no limit on time that the District may impose a debt service mill levy. The Service Plan does not include a period beyond which any debt issued by the District and still outstanding is required to be discharged nor does it include a period beyond which all debt of the District must be extinguished regardless of the amount outstanding.

The Service Plan states that developer advances will be subordinate to general obligation bonds issued by the District, although it does not state if they will count towards the debt limit. It is assumed they do not, given the Service Plan estimates total advances of \$38 million which is greater than the debt limit of \$20

million. It is also notable that these advances are in excess of the estimated costs of development for the District noted in the Service Plan and described below. Additionally, the Service Plan notes that any developer advances remaining unpaid as of the expiration of the Maximum Debt Service Mill Levy term are deemed to be discharged. However, the Service Plan does not define the Maximum Debt Service Mill Levy term so the developer advances could remain outstanding as long as the District has debt outstanding which could be in perpetuity given there is no limit included in the Service Plan. The Service Plan notes that \$18 million of these advances are not anticipated to be repaid, which implies \$20 million will be repaid.

The Service Plan limits the maximum voted interest rate on any debt to a maximum of 12.00% and interest rate on developer reimbursements is limited to the current Bond Buyer 20-Bond GO Index plus 4%. The Service Plan does not specify that interest on any debt or developer advances should be simple, meaning interest on obligations of the District is allowed to compound. The Service Plan limits the maximum underwriting discount to 5.00%.

Proposed Financial Plan

Operation and Maintenance

The Service Plan estimates the first year’s operating budget of the District at \$50,000 and organizational costs to be approximately \$75,000. The Financial Plan shows revenues from the operations and maintenance mill levy are sufficient to pay the estimated first year’s operating budget beginning in collection year 2031. Prior to this time, the District may utilize developer advances to cover operating and organizational costs of the District.

Debt

The District currently estimates total costs of the improvements are approximately \$20,818,833 as detailed in Exhibit D of the Service Plan, which was not included in Hilltop’s review. The Service Plan contains language that the District will need to submit materials for administrative review if there is an increase in these costs greater than 20% but less than 40%. If costs increase in excess of 40%, it will constitute a material modification of the Service Plan and will require review by the County. The Financial Plan, included as Exhibit F, includes a bond issuance in 2026 in the aggregate par amount of \$6,855,000 (the “Series 2026 Bonds”) and a subsequent issuance of bonds in 2036 in the aggregate par amount of \$10,745,000 (the “2036 Bonds”). Proceeds from the Series 2026 Bonds will be used to fund capital improvements. Proceeds from the Series 2036 Bonds will be used to refund the outstanding Series 2026 Bonds and to fund additional capital improvements. Both series of bonds while outstanding are expected to be repaid from pledged revenues from a debt service levy of 50 mills. The table below summarizes the key results of the projected Financial Plan.

Projected Financing Results			
	Series 2027 Bonds	Series 2036 Bonds	Total
Par Issued	\$6,885,000	\$10,745,000	\$17,600,000
Project Fund Deposit	\$4,773,650	\$3,610,275	\$8,383,925
New Money	\$6,885,000	\$4,105,000	\$10,990,000
Refunding		\$6,640,000	\$6,640,000
Other Use of Proceeds	Surplus Fund Capitalized Interest (3 yrs) Cost of Issuance	Cost of Issuance Reserve Fund	

The projected par amount of approximately \$10.99 million is less than the debt limit in the Service Plan of \$20 million. The estimated project fund deposit generated by the Series 2026 and Series 2036 Bonds of approximately \$8.4 million is less than the estimated project costs of approximately \$20.8 million. It is notable that this is considerably less than the estimated \$20 million of developer advances noted in the Service Plan that are expected to be reimbursed. As noted previously, since there is no time period restricting debt issuances for the District, it could continue to issue additional bonds beyond the period shown in the Financial Plan as long as revenues are sufficient to support the obligation.

Capitalized interest funded with proceeds from the Series 2026 Bonds is used to pay debt service on the Series 2026 Bonds in collection years 2027 through 2029. The Financial Plan shows the accumulation of revenues into the Surplus Fund in collection years 2028 and 2029 in addition to the balance funded with proceeds from the Series 2026 Bonds. This results in a maximum balance of approximately \$754,660 by the end of 2029 which is then drawn down in 2030 and 2031 to help cover interest payments on the Series 2026 Bonds to a low of approximately \$575,000 in 2031. Revenues from the bond mill levy are projected to cover debt service beginning in collection year 2032 with minimal deposits to the Surplus Fund occurring in 2032 through 2036 before the Series 2026 Bonds are refinanced. The balance of the Surplus Fund is then contributed towards the refunding in 2036.

The Series 2036 Bonds are assumed to be issued in late 2036 to refund the Series 2026 Bonds and provide new money proceeds to reimburse the developer for project costs. The Series 2036 Bonds are structured to utilize all available projected revenues and are secured by a Debt Service Reserve Fund. The Financial Plan projects that revenues from the debt service mill levy are sufficient to pay debt service on the Series 2036 Bonds through final maturity in 2066. This final maturity of the Series 2036 Bonds is 30 years from the original issuance of the Series 2036 Bonds but is 40 years from the original issuance of the Series 2026 Bonds.

Financial Plan Assumptions

The Financial Plan makes certain assumptions regarding the structure and interest rates of each of the proposed issuances and the actual results will be different from the submitted Financial Plan based on what the market conditions are at each time of issuance. The table below summarizes these key assumptions.

Summary of Financial Plan Assumptions		
Lien Structure	Series 2026 Bonds	Series 2036 Bonds
Interest Rate	5.00%	4.00%
Debt Service Coverage	1.00x	1.00x
Final Maturity / Term	2056 (30 Years)	2066 (30 Years)
Structure	Current Interest	Current Interest
Rating / Credit	Non-Rated	Investment Grade
Biennial Reassessment		
Residential	6.00%	6.00%

The interest rate assumption for the Series 2026 Bonds is lower than what would typically be assumed for comparable credits and the coverage ratio of 1.00x for both transactions is not consistent with how similar transactions have historically been structured. The ability to achieve the lower interest rate and coverage ratios will be subject to investor interest at the time of issuance. If, at the time of issuance, the interest rate or credit structure of the District’s bonds are different than what is currently assumed in the Financial Plan, the District may generate more or less project funds than the amount currently shown.

Conclusion

As is true with sample financial projections included in any Service Plan for metropolitan districts, these financial projections do not constitute a commitment to construct any residential development, nor do they obligate the Organizer to begin new construction on any specific timetable. The actual implementation of the debt program may vary significantly from the projections in the Financial Plan. The timing, amounts, and interest rates of the planned debt issuances will be subject to market conditions and to the credit analysis performed at the time of issuance by third-party investors. The ability to issue debt in the future will also depend on the level of development achieved within the District, and on the rate of taxes imposed by the District in relationship to the limits created by the Service Plan.

Given the assumptions in the Financial Plan, it is reasonable that the District will be capable of extinguishing all bonds within the parameters established in the Service Plan. The actual amount the District will be able to borrow for the initial costs of the public improvements will be impacted by changes in these assumptions, market conditions, and investor demand between now and the time of issuance.

Department of Community Development

May 28, 2026

Megan Murphy, Esq.
 WBA Local Government Law
 2154 East Commons Avenue, Suite 2000
 Centennial, CO 80112

**Re: Bloom Metropolitan District – New Service Plan
 [Project File No. SV2026-001]**

Dear Ms. Murphy,

The following schedule has been set for the above referenced application:

ACTION	DATE
Application stamped complete, Department of Community Development	5/28/2026
PC meeting	6/15/26, 6:00 pm
BCC meeting to set hearing date	7/14/26, 1:30 pm
BCC hearing	7/28/26, 2:30 pm
BCC adopts resolution of approval or provides reason for denial	7/28/26, 2:30 pm

All meetings will be held in the Board of County Commissioners’ Hearing Room at 100 Third Street, Castle Rock.

Please note some additional deadlines for this application; the staff report for the Board of County Commissioners hearing is to be mailed on July 16, 2026. The final version of the Service Plan, as it is to be delivered to the Board, should be provided to our office by Monday, July 13, 2026.

To ensure the applications are processed and heard according to the above schedule, it will be important for you to provide and comply with the following requirements.

A. NOTICING

State Statutes require public notice for the Board of County Commissioners hearing. The Douglas County Service Plan Review Procedures (“Review Procedures”) require the applicant to fulfill the following noticing requirements. Please also refer to Section 32-1-204, C.R.S. for further information:

1. Newspaper Noticing

A notice needs to be published in the Douglas County News-Press at least 20 days before the BCC hearing. The notice shall include the date, time, location, purpose of the hearing, and a general description of the land contained within the boundaries of the metropolitan district and information outlining methods and procedures pursuant to Section 32-1-203 (3.5), C.R.S., concerning the filing of the petition for exclusion of territory. See the relevant section of the State Statutes and the Review Procedures for further explanation of this last issue.

Please provide Planning Services with a copy of the draft notice before it is sent to the newspaper for publishing so we can confirm all information is included.

2. Existing Surrounding Municipalities and Special Districts

A written notice must be sent to “the governing body of any existing municipality or special district which has levied an ad valorem tax within the next preceding tax year and which has boundaries within a radius of three miles of the proposed special district boundaries” (Section 32-1-204 (1), C.R.S., as amended).

This notice needs to state the date, time and location of the Board of Commissioners’ public hearing. This notice must be sent out at least 20 days prior to the Board’s hearing. Please provide Planning Services with a copy of the above draft notice and a list of the municipalities or special districts prior to mailing the notice.

3. Property Owners

Pursuant to Section 32-1-204(1.5), C.R.S., not more than 30 days or less than 20 days prior to the Board of County Commissioners hearing, a notice stating the date, time, location, and purpose of the Board of Commissioners public hearing, a reference to the type of special district, maximum mill levy, if any, or stating that there is no maximum that may be imposed by the proposed special district, and procedures for the filing of a petition for exclusion pursuant to Section 32-1-203(3.5), C.R.S., as amended, shall be sent to the owners of property within the proposed special district as listed on the records of the County Assessor.

Please note that Planning Services maintains its interpretation that public notice requirements as described within State statutes are applicable to this request. Based upon the identified Board of County Commissioners' hearing date of Tuesday, July 28, 2026 public notice to all property owners within the boundaries of the districts is required to be mailed between June 28 and July 8, 2026.

B. AFFIDAVIT OF NOTICE

Once the above noticing has been completed, an affidavit of publication will be required from the Douglas County News-Press to verify that the notice was published. In addition, the Department of Community Development will need an affidavit of notice stating that the other two noticing requirements have been completed. These affidavits must be delivered to the Department of Community Development not less than five (5) business days prior to the Board of County Commissioners' hearing.

C. RESOLUTION

The applicant needs to provide the Department of Community Development a copy (electronic only is acceptable) of the resolution(s) by July 13, 2026, in time for the July 28, 2026, Board of County Commissioners' hearing.

Any revisions to the Service Plan pursuant to the conditions of approval that may be in the staff report for July 28, 2026, hearing will need to be provided prior to the Board hearing of the same date.

If you have any questions on the above requirements, please call the undersigned at (303) 660-7460.

Sincerely,



DJ Beckwith
Principle Planner

cc: Lauren Pulver, Planning Manager
Christopher Pratt, Managing County Attorney

We have gotten clarification from Parker Water and Sanitation District on their comment (see email below).

With this cleared up we are ready to move forward.

You are welcome to submit your formal application.

Please mail your formal application to:
Department of Community Development c/o DJ Beckwith.
100 Third Street
Castle Rock, CO 80104

Ensure that you include hardcopies of the completed application sheet, legals boundary with map, complete service plan, and the \$500 application fee.

Do you have any specific hearing dates that you would like to aim for?

The earliest we can get things scheduled are as follows:

- PC Meeting: June 15th
- Hearing to Set the Date: July 14th
- BOCC Hearing: July 28th

The next set of dates would be:

- PC Meeting: July 6th
- Hearing to Set the Date: July 28th
- BOCC Hearing: August 11th

Let me know if you want to shoot for either of these sets of dates or a different set of dates.

Thank you!

All the best,
DJ Beckwith | Principal Planner
Douglas County Department of Community Development
Planning Resources
Address | 100 Third St., Castle Rock, CO 80104
Direct | 303-814-4330 **Main** | 303-660-7460
Email dbeckwith@douglasco.gov

NOTICE: Douglas County Planning does not charge "Approval" fees. Douglas County communicates through our official email accounts ending in @douglas.co.us; beware of phishing scams using similar addresses. If you have questions or concerns about the validity of an email or invoice, please call our Public Outreach and Assistance team at 303-660-7460 or email planning@douglasco.gov.

Department of Community Development

April 7, 2026

Megan J. Murphy, Esq.
WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

**Re: Bloom Metro District New Service Plan
Project File No. SV2026-001**

Dear Ms. Murphy

Thank you for the submittal of the Bloom Metropolitan District New Service Plan. We have completed the presubmittal review of the service plan and have comments as stated below. Additionally, copies of referral agency comments received to date are enclosed.

General Formatting Comments:

1. In the first sentence of the Executive Summary, please add the district name.
2. In the third paragraph of the Executive Summary, please correct the word “appliable” to “applicable”.
3. Ensure throughout the Service Plan consistent usage of either Special District Act or Control Act.
4. Pursuant to C.R.S. 32-1-202, please provide the maximum term for the imposition of a debt service mill levy in Section X. D. of the service plan.
5. In Section VI, first sentence, update the language to “Estate Residential”.
6. In Section VI, second sentence, please add the current assessed value of the property or explain the reason for stating the value is at zero.
7. In Section VIII, Services, Facilities, and Improvements, please address the following:
 - In Section VIII. A. 1 and 3, please provide additional language explicitly stating that the District will not provide these services and narrow the language to include only the powers necessary for the District to build infrastructure but not provide water and sanitation services directly.
 - In Section VIII. A. 2,3, 5, & 6, explain the reason for the additional language that all improvements shall be in accordance with water and service provider’s

criteria. This may only be applicable for water and sanitation and wastewater treatment improvements.

- In Section VIII. A. 10, if the District anticipates initially providing security services, a letter from the Douglas County Sheriff's Office confirming consent to the Security Services Provision will be required with the service plan application.
 - Please clarify if the District will be providing fire protection services. If yes, a letter from South Metro Fire consenting to overlapping services will be required.
8. In Section XI, please provide clarification for removing the first sentence of the second paragraph from the County's template service plan.
 9. In Section XII, please add a date to serve as a deadline for which the District will submit its annual report.
 10. In Section XVIII. 2, staff requests the first sentence be changed to, "*The County has not provided the property within the District with public improvements...*"
 11. Please provide clarification for the exclusions of the Exhibits J, K, L, & M.

Referral Agency and County Consultant Comments:

1. Please address the comment provided by Parker Water & Sanitation District.
2. Please address comments provided by Douglas County Engineering Services.
3. Please address comments provided by Douglas County Building Services.

County staff will provide any additional comments received. If you have any questions on the above requirements, please call the undersigned at (303)-660-7460.

Sincerely,



DJ Beckwith
Principal Planner

Cc: Lauren Pulver, Planning Manager
Chris Pratt, Managing County Attorney

DJ Beckwith

From: Megan J. Murphy <mmurphy@wbapc.com>
Sent: Monday, June 1, 2026 10:08 AM
To: DJ Beckwith; Alyssa Rios
Cc: Lauren Pulver; Christopher Pratt; Darah Fuller; Samantha Johnson
Subject: RE: PWSD Comment and Next Steps
Attachments: Notice of Public Hearing for Service Plan, 2026-06-01 [MPYN33HZYXW7-1378234988-131].docx

Caution: This email originated outside the organization. Be cautious with links and attachments.

Thank you, DJ.

Attached for your review and comment is the proposed notice of public hearing. Our plan is to publish and mail this notice on July 2nd. The deadline to submit for publication is June 25th.



Megan J. Murphy (She | Her | Hers)

Shareholder

Phone: 303.858.1800

Direct Dial: 720.866.8028

www.wbapc.com

CONFIDENTIALITY AND PRIVILEGE NOTICE: The information contained in this email message, and any files transmitted with it, may be privileged, confidential, and exempt from disclosure under applicable law. This email message is intended only for the use of the individual(s) or entity(ies) to whom it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email is strictly prohibited. If you have received this email in error, please notify us immediately by telephone or by reply email and delete the message and any copies from your computer.

From: DJ Beckwith <dbeckwith@douglasco.gov>

Sent: Thursday, May 28, 2026 10:25 AM

To: Alyssa Rios <arios@wbapc.com>; Megan J. Murphy <mmurphy@wbapc.com>

Cc: Lauren Pulver <lpulver@douglasco.gov>; Christopher Pratt <cpratt@douglasco.gov>; Darah Fuller <dfuller@wbapc.com>; Samantha Johnson <sjohnson@wbapc.com>

Subject: RE: PWSD Comment and Next Steps

Good Morning Megan and Alyssa,

The Bloom service plan application has been submitted to the Clerk and Recorder's office.

I have attached the schedule letter with the agreed upon hearing dates.

Let me know if you have any questions.



Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

May 19, 2026

VIA EMAIL

Douglas County
Mr. DJ Beckwith
Principal Planner
lpulver@douglas.co.us

**Re: Bloom Metro District New Service Plan
Project File No. SV2026-001
Formal Filing Letter**

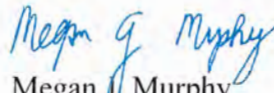


Dear Mr. Beckwith:

WBA, PC serves as counsel to Affinity Holdings, LLC (the “**Applicant**”) in regards to the submittal of the Bloom Metropolitan District New Service Plan. Enclosed with this letter is a copy of the Service Plan for Bloom Metropolitan District, a copy of the Special District Service Plan Application, and a check for the \$500 filing fee. Please contact me at 303-858-1800 or mmurphy@wbapc.com if you have any questions.

Sincerely,

WBA, PC


Megan J. Murphy
Shareholder

Enclosures

With a copy to:
Lauren Pulver, Planning Manager
lpulver@douglas.co.us
Chris Pratt, Managing County Attorney
cpratt@douglas.co.us

From: Megan J. Murphy <mmurphy@wbapc.com>
Sent: Monday, May 18, 2026 10:50 AM
To: DJ Beckwith <dbeckwith@douglasco.gov>
Cc: Lauren Pulver <lpulver@douglasco.gov>; Alyssa Rios <arios@wbapc.com>; Christopher Pratt <cpratt@douglasco.gov>; Darah Fuller <dfuller@wbapc.com>; Samantha Johnson <sjohnson@wbapc.com>
Subject: RE: PWSD Comment and Next Steps

Caution: This email originated outside the organization. Be cautious with links and attachments.

Thank you, DJ.

We will submit the formal application, including the \$500 fee, this week.

Please mark us down for the following schedule:

- PC Meeting: June 15th
- Hearing to Set the Date: July 14th
- BOCC Hearing: July 28th

Thanks,
Megan



Megan J. Murphy (She | Her | Hers)

Shareholder

Phone: 303.858.1800

Direct Dial: 720.866.8028

www.wbapc.com

CONFIDENTIALITY AND PRIVILEGE NOTICE: The information contained in this email message, and any files transmitted with it, may be privileged, confidential, and exempt from disclosure under applicable law. This email message is intended only for the use of the individual(s) or entity(ies) to whom it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email is strictly prohibited. If you have received this email in error, please notify us immediately by telephone or by reply email and delete the message and any copies from your computer.

From: DJ Beckwith <dbeckwith@douglasco.gov>
Sent: Friday, May 15, 2026 1:26 PM
To: Megan J. Murphy <mmurphy@wbapc.com>
Cc: Lauren Pulver <lpulver@douglasco.gov>; Alyssa Rios <arios@wbapc.com>; Christopher Pratt <cpratt@douglasco.gov>; Darah Fuller <dfuller@wbapc.com>; Samantha Johnson <sjohnson@wbapc.com>
Subject: PWSD Comment and Next Steps

Some people who received this message don't often get email from dbeckwith@douglasco.gov. [Learn why this is important](#)

Hello Megan,

We have gotten clarification from Parker Water and Sanitation District on their comment (see email below).



Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

April 29, 2026

VIA EMAIL

Douglas County
Mr. DJ Beckwith
Principal Planner
lpulver@douglas.co.us

**Re: Bloom Metro District New Service Plan
Project File No. SV2026-001
Response Letter No. 1**

Dear Mr. Beckwith:

WBA, PC serves as counsel to Affinity Holdings, LLC (the “**Applicant**”) in regards to the submittal of the Bloom Metropolitan District New Service Plan. We have received your letter dated April 7, 2026 (the “**Letter**”). Below and enclosed with this letter are the Applicant’s responses to the Letter.

General Formatting Comments:

1. **In the first sentence of the Executive Summary, please add the district name.**

Response: This change has been made to the Service Plan.

2. **In the third paragraph of the Executive Summary, please correct the word “apliable” to “applicable”.**

Response: This change has been made to the Service Plan.

3. **Ensure throughout the Service Plan consistent usage of either Special District Act or Control Act.**

Response: The County’s Model Service Plan includes the Special District Act and the Control Act as defined terms in Section XVI.

“Control Act: Part 2 of Title 32 (Special Districts) of the Colorado Revised Statutes (C.R.S.), which outlines review procedures for service plans for a special district

Special District Act: C.R.S. § 32-1-101, et seq., as amended”

We deleted the defined term Control Act because it is more specific than the Special District Act and was only used in Section I.

4. **Pursuant to C.R.S. 32-1-202(2)(o), please provide the maximum term for the imposition of a debt service mill levy in Section X. D. of the service plan.**

Response: New language has been added in Section X.D. that provides a maximum term of 40 years for the debt service mill levy with optional extension if the Board is comprised of residents and the refinancing is for net present value savings.

5. **In Section VI, first sentence, update the language to “Estate Residential”.**

Response: This change has been made to the Service Plan.

6. **In Section VI, second sentence, please add the current assessed value of the property or explain the reason for stating the value is at zero.**

Response: The Service Plan has been updated to show the correct assessed value of the property which is \$680 based on [Parcel 2349-093-00-001](#) and [Parcel 2349-093-00-002](#).

7. **In Section VIII, Services, Facilities, and Improvements, please address the following:**

- a. **In Section VIII. A. 1 and 3, please provide additional language explicitly stating that the District will not provide these services and narrow the language to include only the powers necessary for the District to build infrastructure but not provide water and sanitation services directly.**

Response: New language has been added in Section VIII.A. 1 and 3 that clarifies the District will not be providing these services directly.

- b. **In Section VIII. A. 2,3, 5, & 6, explain the reason for the additional language that all improvements shall be in accordance with water and service provider’s criteria. This may only be applicable for water and sanitation and wastewater treatment improvements.**

Response: That language has been removed from Section VIII.A 2, 3, 5, & 6.

- c. **In Section VIII. A. 10, if the District anticipates initially providing security services, a letter from the Douglas County Sheriff’s Office confirming consent to the Security Services Provision will be required with the service plan application.**

Response: The District does not anticipate initially providing security services so Section VIII.A.10 has been removed from the Service Plan.

- d. Please clarify if the District will be providing fire protection services. If yes, a letter from South Metro Fire consenting to overlapping services will be required.**

Response: The District does not anticipate providing fire protection services so Section VIII.A.9 has been removed from the Service Plan.

- 8. In Section XI, please provide clarification for removing the first sentence of the second paragraph from the County’s template service plan.**

Response: We are requesting to remove the template sentence which reads as follows, “Such advances, which the Board is obligated to appropriate on an annual basis, shall count against the maximum allowable debt limit under the Service Plan and may be repaid by the District from bond proceeds or other legally available sources of revenue.” This sentence needs to be removed because it requires annual appropriation obligations to count against the total debt limit which is inaccurate. If an obligation is subject to annual appropriation, then it is by its terms not required to be repaid in the same way or subject to the same conditions as debt which is by its terms not subject to annual appropriation. Only those obligations which are not subject to annual appropriation should count against the total debt limit.

Additionally, the template language could be interpreted to count developer advances twice under the total debt limit. For example, if the developer advanced \$1M to the District under a reimbursement agreement subject to annual appropriation, the template language would count the \$1M against the total debt limit. If the District later issued debt in the form of bonds to repay the developer \$1M, the template language would count that as another \$1M against the total debt limit. This creates the scenario where \$1M was advanced and repaid but \$2M was counted against the total debt limit.

- 9. In Section XII, please add a date to serve as a deadline for which the District will submit its annual report.**

Response: The Service Plan has been updated to read “October 1.”

- 10. In Section XVIII. 2, staff requests the first sentence be changed to, “The County has not provided the property within the District with public improvements...”**

Response: This change has been made to the Service Plan.

- 11. Please provide clarification for the exclusions of the Exhibits J, K, L, & M.**

Response: See table below.

Exhibit J (Advance and Reimbursement Agreement)	Included with this response.
---	------------------------------

Exhibit K (Intergovernmental Agreements)	Removed from Service Plan because there are no applicable intergovernmental agreements.
Exhibit L (Annual Report Requirements)	Included in Service Plan and relettered to Exhibit K.
Exhibit M (District Court Decree)	Included in Service Plan and relettered to Exhibit L.

Referral Agency and County Consultant Comments:

1. **Please address the comment provided by Parker Water & Sanitation District. “Please note the will serve letter must be updated through the Parker Water District. The existing letter is out of date. (Service Request letter.) The property must be included into the Parker Water District. All inclusion documents must be completed prior to site approval, or District service plan. Please contact the PWSD engineering department with any questions. (verbatim).”**

Response: Enclosed with this response is a letter from Douglas County Department of Community Development granting a deferral of the submittable requirement for evidence of inclusion of the Bloom Preliminary Plan property into the Parker Water and Sanitation District. Please advise how the approved deferral applies, if at all, to the Service Plan submission.

2. **Please address comments provided by Douglas County Engineering Services. “See Letter: Comments provided related to Street Exhibits and service plan language in Section VII.”**
 - a. **Please complete all Exhibits and associated Cost Estimates.**

Response: All Exhibits and associated Cost Estimates are complete.

- b. **In Section VII, Item #2 – Storm Sewer, please finish the last paragraph with the final sentence; “All improvements shall be at No cost to Douglas County.”**

Response: Note: Storm Sewer and Streets are in Section VIII not Section VII of the Service Plan. Section VIII. 2 has been updated to include, “All improvements shall be at no cost to the County.”

- c. **In Section VII, Item #4 – Street Improvements, please finish the last paragraph with the final sentence; “All improvements shall be at No cost to Douglas County.”**

Response: Note: Storm Sewer and Streets are in Section VIII not Section VII of the Service Plan. Section VIII. 4 has been updated to include, “All improvements shall be at no cost to the County.”

- d. On the BLOOM Overall Street Exhibit, please add a dimensioned street cross section for the proposed Urban Local Tyle II Street.**

Response: The BLOOM Overall Street Exhibit has been updated to include the dimensioned street cross section for the proposed Urban Local Tyle II Street.

- e. On the BLOOM Overall Street Exhibit, it is not clear if this service plan intends to include the construction of the west half of Bayou Gulch Road across the east frontage of this lot. It is the County’s responsibility to cause these improvements to Bayou Gulch to occur.**

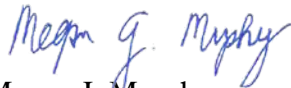
Response: The BLOOM Overall Street Exhibit has been updated to remove the cyan highlighting on the west half of Bayou Gulch Road.

- 1. Please address comments provided by Douglas County Building Services. “Received: Permit(s) required for all structures, please visit Douglas County's web site for requirements and contact 303-660-7497 if you have any questions. (verbatim).”**

Response: The Applicant acknowledges the comment provided by Douglas County Building Services.

Sincerely,

WBA, PC



Megan J. Murphy
Shareholder

Enclosures

With a copy to:

Lauren Pulver, Planning Manager

lpulver@douglas.co.us

Chris Pratt, Managing County Attorney

cpratt@douglas.co.us

Planning Resources

Address | 100 Third St., Castle Rock, CO 80104

Direct | 303-814-4330 **Main** | 303-660-7460

Email | dbeckwith@douglas.co.us

NOTICE: Douglas County Planning does not charge "Approval" fees. Douglas County communicates through our official email accounts ending in @douglas.co.us; beware of phishing scams using similar addresses. If you have questions or concerns about the validity of an email or invoice, please call our Public Outreach and Assistance team at 303-660-7460 or email planning@douglas.co.us.

From: Megan J. Murphy <mmurphy@wbapc.com>

Sent: Thursday, February 12, 2026 12:50 PM

To: Lauren Pulver <lpulver@douglas.co.us>

Cc: Tate Crosby <tcrosby@wbapc.com>; Alyssa Rios <arios@wbapc.com>; Michael Pesicka <mpesicka@douglas.co.us>;

Cayd Bader <caydb@affinholdings.com>; DJ Beckwith <dbeckwith@douglas.co.us>

Subject: Bloom MD - Service Plan Presubmittal

Caution: This email originated outside the organization. Be cautious with links and attachments.

Hi Lauren,

I am writing to submit the presubmittal items for Bloom MD. Below are links to the documents for your review and consideration. My client, Cayd Bader, has been working with Mike Pesicka on the planning side of things. They are both copied on this submittal so we are on the same page.

Please let us know when you are available for a call or meeting to discuss. Thanks!

 [bloom Metropolitan District Service Plan, 2026-02-12.docx](#)

 [Exhibit H I - Able-to-Serve Letter, 2021-05-05.PDF](#)

 [Exhibit F - Bloom MD Financial Plan, 2022-02-12.pdf](#)

 [Exhibit E - Map of Improvements, 2026-02-02.pdf](#)

 [Exhibit D - Cost of Improvements, 2026-02-10.pdf](#)

 [Exhibit C - District Boundary Map, 2025-09-04.pdf](#)

 [Exhibit B - Legal Description, 2025-09-04.pdf](#)

[Exhibit A - Vicinity Map, 2025-07-09.pdf](#)

[Cover Letter for Bloom MD, 2026-02-12.pdf](#)

 [Application for Bloom MD, 2026-02-03.pdf](#)

Thanks,

Megan



Megan J. Murphy (She | Her | Hers)

Shareholder

Phone: 303.858.1800

Direct Dial: 720.866.8028



Memorandum

To: Bloom Metropolitan District.
From: King & Associates, Inc.
Date: March 19, 2026
RE: Bloom Metropolitan District – Service Plan Market Analysis.

RESIDENTIAL ABSORPTION, VALUATION & APPRECIATION ASSESSMENT

SCOPE

King & Associates, Inc. has been retained by Bloom Metropolitan District (the “District”) to provide an assessment of absorption and valuation potential pertaining to residential development planned in the District as well as an analysis of residential appreciation potential within the District. To complete the assessment, development related factors such as: demographics and employment have been analyzed within Metropolitan Denver along with building trends, competitive projects, and pricing trends in a defined trade area.

DEVELOPMENT PROGRAM

- Planned development in the District, located in unincorporated Douglas County, is anticipated to include 32 detached custom homes.
- Planned development in the District is anticipated to absorb over a five-year period (2027 - 2031) with average absorption equaling approximately 7 units per year.
- Estimated sales prices in the District are anticipated to average \$3,000,000 per unit, on 1.0 acre to 1.5 acre lots.
- The following table outlines absorption and valuation for planned residential development in the District.

Bloom Metropolitan District Development (Absorption) Schedule

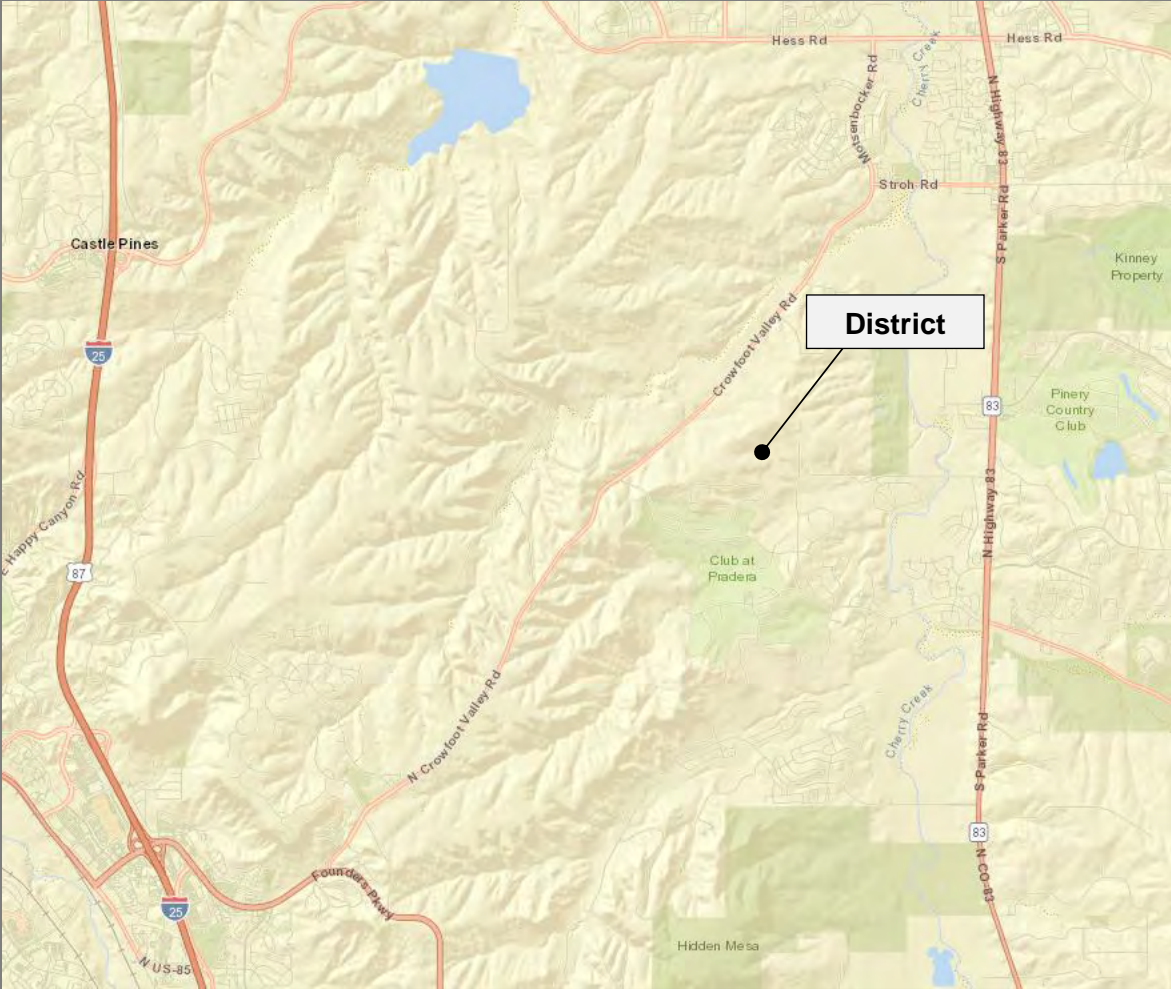
Product Type	Average Value	2027	2028	2029	2030	2031	Total
Single-family Detached Absorption (units)							
Custom Homes	\$3,000,000	2	6	8	8	8	32
Total		2	6	8	8	8	32

Source: Bloom Metropolitan District.

DEVELOPMENT AREA

Bloom Metropolitan District is located in unincorporated Douglas County, Colorado, northwest of the Scott Ave and Bayou Gulch Rd intersection. The following map depicts the general location of the District.

Bloom Metropolitan District - Locator Map



Source: King & Associates, Inc.

TRADE AREA

- A trade area that includes Douglas County has been determined as the primary area from which the majority of anticipated new homebuyers in the District currently reside.

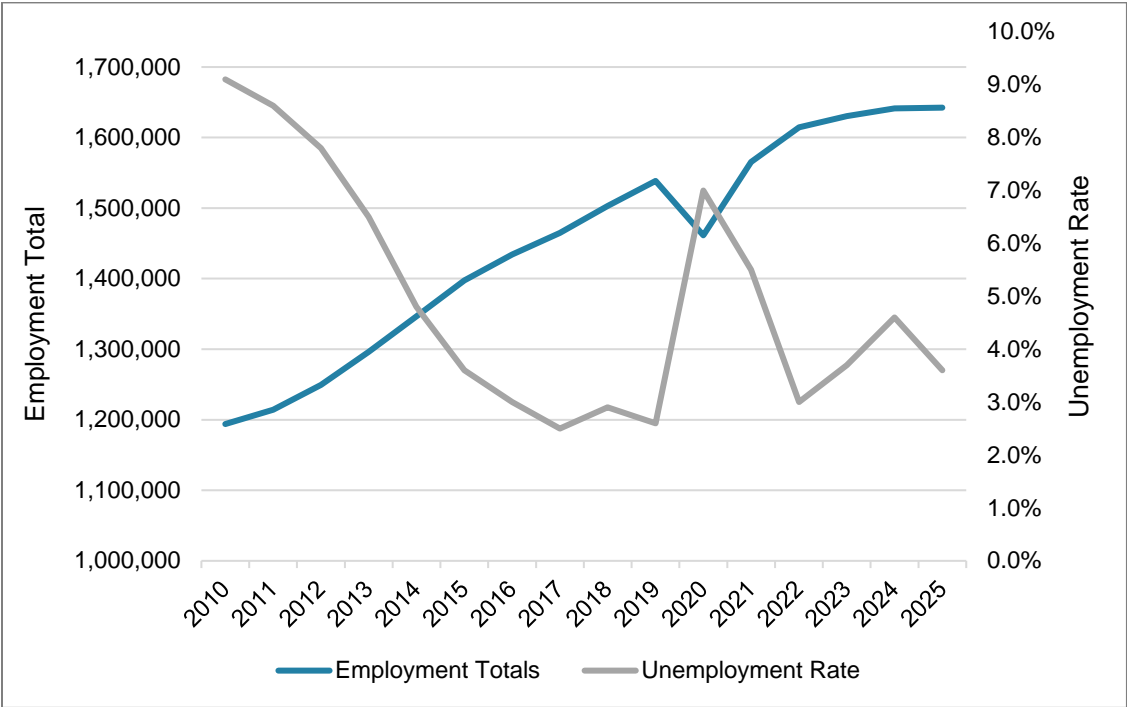
DEMOGRAPHIC FORECASTS

- For demographic forecasts, a trade area has been defined as Douglas County, which includes the District.
- Trade area population is projected to increase from 401,211 to 443,733 residents from 2025 - 2031, equaling growth of 7,087 residents per year and a corresponding 1.69% average annual growth rate.
- During the same period (2025 - 2031), the number of households in the defined trade area is projected to grow by 3,319 each year (2.10% annually), increasing from 150,130 in 2025 to 170,041 in 2031.

EMPLOYMENT TRENDS & FORECASTS

- Denver - Aurora, MSA (metropolitan statistical area) employment growth has been strong the past several years, with average employment increasing by 38,278 per year from 2010 through 2019.
- In 2019, 35,400 jobs were added in the Denver - Aurora, MSA reflecting annual employment growth of 2.40% from the previous year.
- The unemployment rate in the Denver - Aurora, MSA decreased from 9.10% at year-end 2010 to 2.60% at the end of 2019.
- During March of 2020, employment levels in the Denver - Aurora, MSA began to decline and was a result of the Covid-19 outbreak, however, employment in the Denver - Aurora, MSA has rebounded significantly, surpassing pre-pandemic employment levels (before March 2020).
- Denver - Aurora, MSA employment levels decreased by approximately 180,000 jobs when comparing year-end 2019 levels to the April 2020 low; however, as of December 2025 (extent of available data), employment levels in the Denver - Aurora, MSA have increased by approximately 288,000 (21.2%) jobs since the April 2020 low.
- Unemployment in the Denver - Aurora, MSA reached its highest level in April 2020 (12.4%); however, as of December 2025, the unemployment rate stands at 3.60%.
- The State of Colorado has forecast employment in the Denver - Aurora, MSA to increase by an average of 26,562 jobs per year from 2024 to 2034, equaling a 1.51% average annual growth rate.
- See graph below summarizing employment trends in the Denver - Aurora, MSA.

Denver - Aurora, MSA Employment Trends



Source: Colorado Division of Labor and Employment.
Note: 2025 data through December.

RESIDENTIAL HOUSING TRENDS

Building Permits

- Single-family building trends have been reviewed to assess new home construction activity in Metropolitan Denver and unincorporated Douglas County.

Metropolitan Denver

- Metropolitan Denver single-family detached building trends have averaged 8,477 units per year from 2019 through YTD 2026.
- During 2026 (through January), single-family detached building permits in Metropolitan Denver totaled 339 units, representing a decrease of 44.3% from single-family detached building permits issued through the same period in 2025 (609 permits).
- Single-family detached building activity in Metropolitan Denver has equaled an average of 8,477 units annually from 2019 through YTD 2026 (through January) and has accounted for 38.1% of overall building permits during the review period.
- Single-family detached building activity peaked in Metropolitan Denver at 10,692 permits during 2021 and single-family detached building activity was the lowest in 2025 at 5,938 building permits.
- Continued decreased detached building activity reflects a post-Covid normalization in residential construction due to rising interest rates and construction costs.

Unincorporated Douglas County

- Building permit data for the trade area is not available, however, building permit trends within unincorporated Douglas County have been reviewed.
- Unincorporated Douglas County single-family detached building trends have averaged 931 units per year from 2019 through YTD 2026 (through January).
- During 2026 (through January), detached building activity in unincorporated Douglas County totaled 36, representing a 60.9% decrease from the 92 permits issued through the same period in 2025.
- Single-family detached building activity in unincorporated Douglas County has equaled an average of 931 units annually from 2019 through YTD 2026 and accounted for 67.6% of overall building permits during the review period.
- Single-family detached building activity peaked in unincorporated Douglas County at 1,319 permits during 2021 and single-family detached building activity was the lowest in 2025 at 574 building permits.
- See table below summarizing Metropolitan Denver and unincorporated Douglas County building permit trends.

Metropolitan Denver & Unincorporated Douglas County Residential Building Permit Trends

Building Permit Trends	2019	2020	2021	2022	2023	2024	2025	YTD 2025	YTD 2026	YOY % Δ
Metro Denver										
Detached	9,565	9,714	10,692	8,133	7,745	7,922	5,938	609	339	-44%
Attached	3,507	3,177	4,397	4,859	3,179	2,406	2,103	196	114	-42%
Multi-family	9,806	10,669	15,097	13,722	8,818	7,090	8,324	250	315	26%
Total	22,878	23,560	30,186	26,714	19,742	17,418	16,365	1,055	768	-27%
<i>% Detached</i>	<i>42%</i>	<i>41%</i>	<i>35%</i>	<i>30%</i>	<i>39%</i>	<i>45%</i>	<i>36%</i>	<i>58%</i>	<i>44%</i>	
Unincorporated Douglas County										
Detached	967	963	1,319	1,071	736	927	574	92	36	-61%
Attached	157	132	252	397	251	132	70	4	0	-100%
Multi-family	23	134	284	721	236	374	0	0	0	0%
Total	1,147	1,229	1,855	2,189	1,223	1,433	644	96	36	-63%
<i>% Detached</i>	<i>84%</i>	<i>78%</i>	<i>71%</i>	<i>49%</i>	<i>60%</i>	<i>65%</i>	<i>89%</i>	<i>96%</i>	<i>100%</i>	

Source: Home Builders Association of Metro Denver.

Note: Year-to-date building permit data through January.

Existing Home Sales - Metropolitan Denver & Douglas County

- Existing single-family detached home sales provide an indication of residential market supply and demand trends with data provided for the Metropolitan Denver and Douglas County.

Metropolitan Denver - Detached

- In 2024, detached sales in Metropolitan Denver totaled 39,381 homes, representing an increase of 6.1% from the 37,102 detached sales that were registered in 2023.
- In 2025, detached sales in Metropolitan Denver totaled 40,606 homes, representing an increase of 3.1% from the 39,381 detached sales that were registered in 2024.
- From 2019 through 2025, the average home price in Metropolitan Denver increased (45.8%) from approximately \$515,000 to \$751,000 per unit.
- From 2019 through 2025, the number of active listings (supply) in Metropolitan Denver ranged from a year-end level of 1,801 homes in 2021 to 7,784 units in 2025.
- Months of supply of inventory in Metropolitan Denver has varied over the past several years from 2.3 at year-end 2025 to 0.4 at year-end 2021.
- Through February of 2026 (extent of available data), average sale prices decreased (3.8%) to \$707,284 per unit (compared with an average sales price of \$734,848 through February 2025), sales volume decreased (4.7%) to 4,661 units (compared with 4,893 sales through February 2025) and months supply of inventory equaled 2.5 (compared with 2.9 in February 2025).

Douglas County - Detached

- Detached home sales in Douglas County have averaged 6,286 units annually from 2019 through 2025, with 5,855 sales recorded in 2025.
- During 2025, detached home sales in Douglas County were up 8.2% when compared with sales in 2024 (5,410).
- Average single-family detached home prices have increased by 50.6% from approximately \$585,000 in 2019 to approximately \$881,000 in 2025.
- Year-end active listings (supply) have averaged 675 homes from 2019 through 2025.
- As of year-end 2025, there were 920 active listings in Douglas County, which was down (16.5%) from the 1,102 active listings in year-end 2024.
- Through February of 2026 (extent of available data), average sales prices decreased (2.8%) to \$854,686 per unit (compared with an average sales price of \$879,455 per unit through February 2025), sales decreased (2.9%) to 676 (compared with 696 sales through February 2025) and months supply decreased to 2.2 (compared with 2.6 in February 2025).

New Home Sales - Market Summary

Douglas County New Home Sales Trends

- New home sales (detached and attached) in Douglas County totaled 14,498 units from 2020 through Q4 2025, equaling annualized sales of approximately 2,416 per year.
- Since 2020, detached new home sales in Douglas County have totaled 11,860 units, averaging approximately 1,977 units per year (201 units per month).
- The average price of single-family detached homes sold in Douglas County during 2025 (through Q4 2025) equaled \$964,437 per unit.
- Since 2020, attached new home sales in Douglas County have totaled 2,638 units, averaging approximately 440 units per year (37 units per month).
- The average price of single-family attached homes sold in Douglas County during 2025 (through Q4 2025) equaled \$581,243 per unit.

Custom Home Sales - Market Summary

Douglas County - Custom Home Sales Trends

- Custom new home sales and resales (sales price above \$2,250,000) have been reviewed in Douglas County since 2020.
- Custom new home sales and resales (detached) in Douglas County totaled 303 units from 2020 through Q4 2025, equaling average sales of approximately 51 units per year.
- The number of custom detached new home sales has grown from 6 units in 2020 to 21 units in 2025, equaling sales growth of 250% since 2020.
- Further, custom detached resales have grown (100%) from 22 resales in 2020 to 44 resales in 2025.
- During the review period (2020 - Q4 2025), the average price of custom detached new home sales and resales equaled \$3,039,529.
- Further, during 2025 (through Q4), the average price of custom detached new home sales and resales equaled \$3,144,883.
- See table below summarizing sales and average price trends for custom new homes and custom resales.

Custom New Home Sales and Resales Trends

Year	2020	2021	2022	2023	2024	2025	Total
New Home Sales (Custom - \$2.25M+)							
Sales	6	9	15	19	18	21	88
Average Price	\$2,907,849	\$3,111,821	\$3,146,069	\$2,601,970	\$2,666,550	\$2,769,380	\$2,820,873
Resales (Custom - \$2.25M+)							
Sales	22	33	39	31	46	44	215
Average Price	\$2,815,966	\$3,053,011	\$3,175,486	\$3,101,780	\$3,125,660	\$3,324,100	\$3,129,026

Source: Zonda (MetroStudy), REcolorado, King & Associates, Inc.

Note: Resale data has been reviewed since custom new homes sales can be understated due to homebuyers and developers purchasing finished or unfinished lots and managing vertical construction after a deed has transferred between lot seller and buyer.

Custom Home Sales - Comparable Projects Summary

Douglas County - Comparable Custom Home Projects (New Home)

- Custom new home subdivisions in the trade area were reviewed to provide a basis for sales and pricing trends.
- Custom new home sales have been defined by a sale price above \$2.25 million per unit.
- Specifically, pricing and sales performance during 2025 was reviewed in order to assess current market conditions.
- The eight custom home subdivisions that recorded sales during 2025 include:
 - Castle Pines, Escavera, Fox Hill, Metes and Bounds, Pinery, Pradera, Ravenna and Vivant.
- During 2025, custom new home sales totaled 21 units with sale prices ranging from \$2.3 million per unit to \$4.8 million (average of \$2.8 million per unit).
- Further, during 2025, the average lot size equaled 0.85 acres and the average home size equaled 4,722 square feet.
- See table below summarizing sales and average price trends for custom new home subdivisions during 2025.

Custom New Home Sales (2025) - Comparable Projects Summary

Subdivision	Sales	Price			Average	Building Size	Lot Size
		Low	High	Average	\$ / SF	Average	Average
Castle Pines	9	\$2,300,241	\$3,034,438	\$2,567,862	\$459	5,598	0.30
Escavera	2	\$2,700,000	\$2,770,000	\$2,735,000	\$532	5,140	0.37
Fox Hill	1	\$2,450,000	\$2,450,000	\$2,450,000	\$872	2,810	1.91
Metes & Bounds	1	\$4,752,244	\$4,752,244	\$4,752,244	n/a	n/a	1.39
Pinery	2	\$2,350,000	\$2,388,599	\$2,369,300	\$373	6,354	0.94
Pradera	3	\$2,468,364	\$4,285,855	\$3,170,591	\$860	3,687	2.33
Ravenna	2	\$2,650,000	\$3,000,000	\$2,825,000	\$890	3,174	0.31
Vivant	1	\$2,473,618	\$2,473,618	\$2,473,618	\$579	4,273	1.67
Total / Average:	21			\$2,769,380	\$559	4,660	0.85

Source: Zonda (MetroStudy), King & Associates, Inc.

Douglas County - Comparable Custom Home Projects (Resales)

- Resale information pertaining to custom homes in existing subdivisions within the trade area were reviewed to provide an additional basis for sales and pricing trends.
- Recorded new home sales information pertaining to custom homes can be understated due to homebuyers and developers purchasing finished or unfinished lots and managing vertical construction after a deed has transferred between lot seller and buyer.
- Custom resales have been defined by a sale price above \$2.25 million per unit.
- Specifically, pricing and sales performance during 2025 was reviewed in order to assess current market conditions.
- The twelve custom home subdivisions that recorded sales during 2025 include:
 - Castle Pines, Colorado Golf Club, Fox Hill, Perry Park, Pradera, Ravenna, Roxborough, Vivant, BackCountry, Diamond Ridge, Pinon Soleil and Puma Ridge.
- During 2025, custom resales totaled 44 units with sale prices ranging from \$2.4 million per unit to \$8.5 million (average of \$3.3 million per unit).
- Further, during 2025, the average lot size equaled 1.25 acres and the average home size equaled 7,273 square feet.
- See table below summarizing sales and average price trends for the resale subdivisions during 2025.

Custom Resales (2025) - Comparable Projects Summary

Subdivision	Sales	Price			Average	Building Size	Lot Size
		Low	High	Average	\$ / SF	Average	Average
Castle Pines	24	\$2,400,000	\$8,500,000	\$3,381,208	\$441	7,782	1.21
Colo. Golf Club	3	\$3,025,000	\$3,730,000	\$3,437,000	\$465	7,413	1.74
Pradera	3	\$2,388,599	\$2,750,000	\$2,535,654	\$371	7,141	1.43
Ravenna	3	\$2,935,000	\$6,000,000	\$3,966,667	\$584	6,680	0.81
Fox Hill	2	\$2,450,000	\$3,036,951	\$2,743,476	\$464	5,893	1.73
Roxborough	2	\$2,385,000	\$2,496,500	\$2,440,750	\$697	3,635	1.02
Pinon Soleil	2	\$2,375,000	\$3,500,000	\$2,937,500	\$446	6,532	1.00
Perry Park	1	\$2,450,000	\$2,450,000	\$2,450,000	\$379	6,458	2.01
Vivant	1	\$2,400,000	\$2,400,000	\$2,400,000	\$379	6,331	1.50
BackCountry	1	\$5,650,000	\$5,650,000	\$5,650,000	\$689	8,199	0.84
Diamond Ridge	1	\$5,400,000	\$5,400,000	\$5,400,000	\$567	9,528	1.30
Puma Ridge	1	\$3,150,000	\$3,150,000	\$3,150,000	\$457	6,898	0.90
Total / Average:	44			\$3,324,100	\$467	7,273	1.25

Source: REcolorado, King & Associates, Inc.

Residential Valuation Assessment

Custom Homes

- The average value of single-family detached custom homes planned in the District is estimated at \$3,000,000 per unit, on 1.0 acre to 1.5 acre lots.
- Anticipated residential values in the District are viewed as reasonable given the following factors:
 - During 2025, custom new home sales in the trade area had an average lot size of 0.85 acres per subdivision (ranging from 0.30 to 2.33 acres per subdivision) and an average sale price of \$2.8 million per unit.
 - Further, during 2025, custom resales in the trade area had an average lot size of 1.25 acres per subdivision (ranging from 0.81 to 2.01 acres per subdivision) and an average sale price of \$3.3 million per unit.
 - Given typical floor area ratios and building trends for custom home development in the trade area, anticipated values in the District are consistent with those of custom homes on similarly sized lots in the trade area.

Appreciation Trends

- The Zillow Inc. Home Value Index has been used to review local Parker (zip code 80134) residential real estate market area trends and the S&P / CoreLogic Case-Shiller Home Price Index has been used to review regional Denver - Aurora - Lakewood, MSA residential real estate market area trends.
- From January 2016 through January 2026, the Home Value Index in the Parker (zip code 80134) market area increased from approximately \$411,000 to \$668,000, equaling appreciation of 4.97% annually.
- During the Q4 1995 through Q4 2025 time period, the Denver - Aurora - Lakewood, MSA Home Price Index has increased by an annual rate of 5.31% and provides an excellent measure of home price appreciation trends during the past thirty-year period.

HOUSING DEMAND & ABSORPTION ASSESSMENT

Housing Demand Forecast

- Trade area housing demand has been projected through 2031, utilizing previously presented household forecasts for the trade area (data provided by State of Colorado Demography Office) as well as resale / new home sale trends in the trade area (data provided by REcolorado and Zonda).
- Per the State of Colorado Demography Office, households demanded in the trade area is forecast to average 3,319 per year through 2031.
- Further, from 2020 through Q4 2025, detached new home sales in the trade area averaged 1,977 homes per year and attached new home sales in the trade area averaged 440 per year.
- Based on previously presented household forecasts (per State of Colorado Demography Office) and new home sale trends in the trade area (per Zonda), overall demand is forecast to total 3,250 households per year.¹
- Of the total 3,250 units demanded annually, single-family detached housing demand is forecast to total 1,950 units per year.
 - Detached housing demand totaling 1,950 units per year (approximately 60% of forecast household demand) has been based upon recent building permit trends and detached new home sale trends.
- Further, custom residential demand has been forecast based upon custom new home sales trends in the trade area (per Zonda) as well as custom resales in the trade area (per REcolorado).
- Since 2020, custom new home sales have totaled 88 units, averaging approximately 15 units per year.
- Since 2020, custom resales have totaled 215 units, averaging approximately 36 units per year.
- Based on recent custom home sale trends (new home and resale), custom demand is forecast to range from 25 to 50 units per year, and average approximately 37 units annually.

Absorption Assessment (Capture Rate Calculation)

- Anticipated residential development in the District has been compared with trade area housing demand.
- The relationship between anticipated development and forecast demand results in a capture rate, which is the share of development anticipated in the District compared to forecast demand in the trade area.
- The capture rate for custom units in the District equals 17.3% of forecast annual trade area custom housing demand during the 2027 through 2031 absorption years.

¹ Overall household demand has been adjusted upward to account for multi-family (apartment) construction.

- The capture rate for custom homes planned in the District is assessed as reasonable given the District’s premier location (Crowfoot Valley corridor) in Douglas County, which is an established area for custom home development.
- See table below summarizing trade area residential demand and the District’s capture rate calculation.

**Bloom Metropolitan District
Custom Demand & Capture Rate Calculation**

Residential Demand Forecast & Absorption Assessment		
<u>Residential Demand Forecast</u>		
	<i>Annual Demand 2025 - 2031</i>	<i>% of Total</i>
Total Residential Demand	3,250	100.0%
Detached Demand	1,950	60.0%
Custom Home Demand	37	1.1%
<u>Absorption Assessment</u>		
Custom Homes		
Planned Custom Home Development	32	
Average Annual Absorption (2027 - 2031)	6.4	
Average Annual Custom Home Capture Rate	17.3%	

Source: King & Associates, Inc.

SUMMARY & CONCLUSION

- Single-family custom home development totaling 32 units in Bloom Metropolitan District has been addressed in this report.
- Single-family custom homes planned in the District are anticipated to absorb from 2027 through 2031 with an estimated average value of \$3,000,000 per unit (on 1.0 acre to 1.5 acre lots).
- Planned custom home development in the District is anticipated to capture approximately 17% of custom home development during the five-year absorption period (2027 - 2031).
- The District has several positive characteristics which will likely support planned development:
 - The District is located near major employment opportunities (Denver Tech Center, Sky Ridge Medical Center, Charles Schwab Headquarters), regional shopping (Outlets at Castle Rock, Park Meadows) and recreation areas (Daniel's Park and Douglas County Open Space Parks).
 - Further, the District is well located near major roadways including I-25, South Parker Rd, and E-470.
 - The District is located in an established area for custom new home development, with Pradera, Pinery and Vivant located in close proximity to the District.
- King & Associates, Inc. has reviewed and analyzed trade area residential market conditions, along with project data provided by the District, and concludes that the absorption schedule and average residential value estimates for Bloom Metropolitan District are reasonable.
- Further, based on review and analysis of residential appreciation trends in the Parker (zip code 80134) and Denver - Aurora - Lakewood, MSA housing market areas, King & Associates, Inc. views the ongoing appreciation rate pertaining to the actual value of residential units in the District at 3.00% through 2066 as reasonable.

DISCLAIMER

King & Associates, Inc. has reviewed real estate market conditions in Metropolitan Denver as well as a defined trade area to assess development potential in the project area of Bloom Metropolitan District. Readers of this report should understand that real estate market conditions are dynamic and that unforeseen factors can have a negative impact, sometimes materially, on market conditions in the region, trade area and the project. The findings and conclusion put forth within this report are based on information and market conditions as of its date and should not be interpreted as a guarantee of development potential and ultimate project performance. Further, King & Associates, Inc. has based its assessment and conclusions pertaining to projected development plans and actions provided by the District and the project's developer. To the degree that development plans in the District change, projected absorption timing and rates may also be impacted as well.

MEMORANDUM

To: DJ Beckwith, Lauren Pulver, Douglas County Department of Community Development
From: Michael Verdone, BBC Research & Consulting
Re: Bloom Metropolitan District Market Analysis Review
Date: April 6, 2026

Findings

BBC Research & Consulting reviewed the assumptions, methodology, and findings of the referenced Bloom Metropolitan District Service Plan Market Analysis prepared by King & Associates Inc., as well as the Service Plan prepared by WBA, PC. BBC's review analyzed the study's conclusions regarding market price, price appreciation, and absorption, with attention to the financial feasibility of the proposed Bloom Metropolitan District ("the District") in Douglas County, Colorado.

- The Market Analysis assumes an average home price of \$3.0 million. This is supported by recent custom home sales in Douglas County and appears reasonable, provided the proposed homes are comparable in size, quality, and location to those observed in the market.
- The Market Analysis assumes long-term price appreciation of 3.0 percent annually based on historical averages over 5.0 percent. Data suggest that near-term market conditions may be less robust than historical trends would imply, which supports the Market Analysis' use of a conservative annual appreciation rate of 3.0 percent.
- The Market Analysis assumes absorption of 32 homes over five years (approximately seven homes per year), representing about 17 percent of annual custom home demand. Despite the inherent uncertainty surrounding future market dynamics, we find the Market Analysis' absorption projections to be a plausible estimate firmly grounded in historical data.

BBC's review found the data, analysis, and conclusions of the Market Analysis to be reasonable, indicating the District is positioned to generate sufficient revenue for its proposed debt obligations. However, as with any forward-looking projection, these findings are subject to standard market volatility, and past performance does not guarantee future results.

Background

BBC Research & Consulting (BBC) has been asked to review the assumptions, methodology, and findings of the referenced Market Analysis prepared by King & Associates Inc. in March 2026. In addition, BBC also reviewed information in the Service Plan for the District, prepared by WBA, PC. The review is intended to provide a third-party objective evaluation to inform the creation of the proposed Bloom Metropolitan District.

The District is proposed to comprise 32 single family homes situated on lots ranging in size from 1.0 to 1.5 acres. Figure 1 provides summary information regarding the proposed District.

Figure 1.
Overview of Proposed Bloom Metropolitan District in Douglas County, Colorado

Developer:	6244 N Crowfoot Valley Road LLC
Organizer:	Affinity Holdings, LLC
Housing Product Mix:	32 for-sale single-family detached homes
Average Home Value Assumptions:	\$3,000,000
Aggregate Home Value Assumptions:	\$96,000,000
Planned Public Improvements:	\$20,818,833
First Issuance Anticipated	\$6,855,000
Home Construction Start:	2026

Source: Bloom Metropolitan District Service Plan; BBC Research & Consulting.

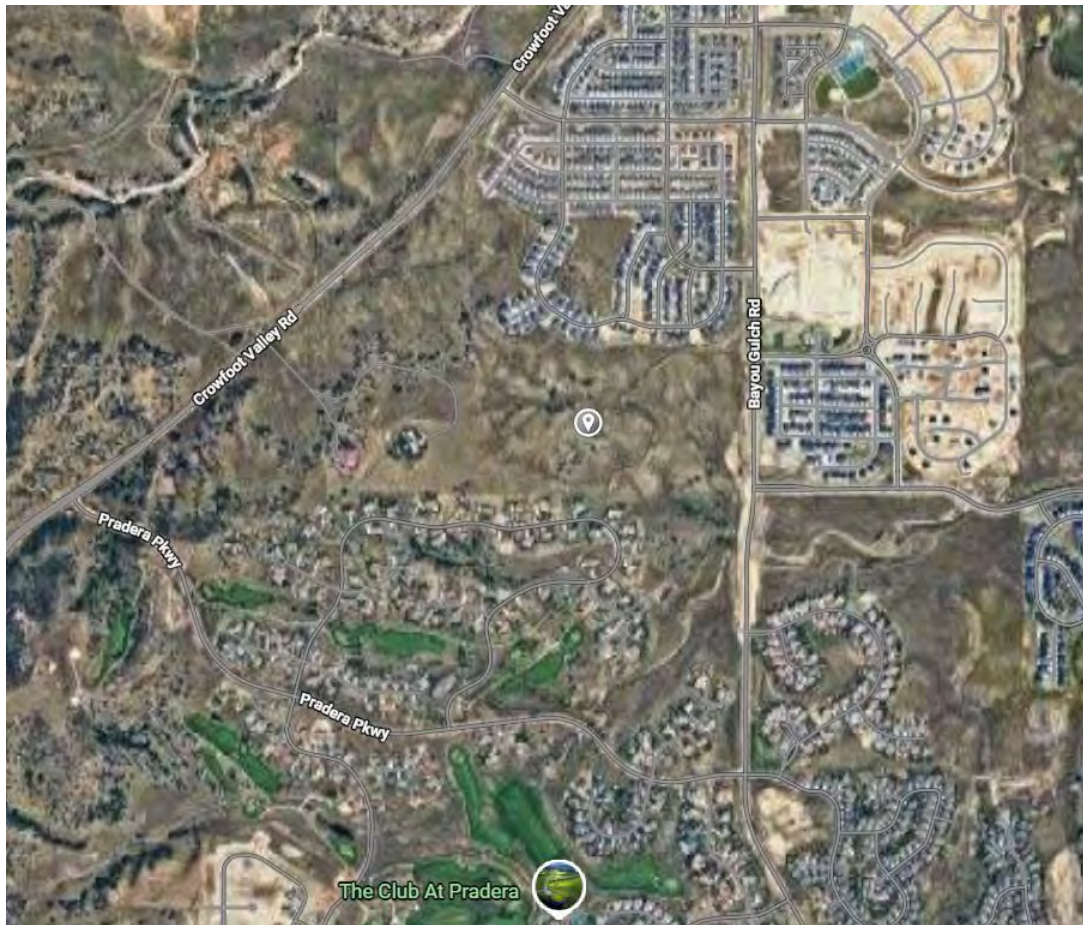
Figures 2 and 3 provide geographic context for the District, located approximately six miles south of Parker.

Figure 2.
Approximate Location of Proposed Bloom Metropolitan District in Douglas County, Colorado



Source: King & Associates Inc.

Figure 3.
Location of Proposed Bloom Metropolitan District, West of Bayou Gulch Road



Note: The location of the proposed Bloom Metropolitan District is marked with a grey geolocation pin.

Source: Google Maps, BBC Research & Consulting.

Scope of Review

BBC reviewed the data and assumptions used to estimate housing values and absorption rates in the Market Analysis prepared by King & Associates Inc. as well as the Service Plan prepared by WBA, PC. Our review focused on three primary factors that directly influence the District's ability to service its debt obligations:

- Market price.
- Price appreciation.
- Absorption.

Each of these factors plays a critical role in determining the timing and magnitude of revenues generated through property development, which ultimately support repayment of bonds or other financing mechanisms.

While developers influence base pricing through design and quality, achievable prices are ultimately constrained by recent comparable sales and the competitive landscape. Furthermore, projecting future appreciation and the pace of sales (i.e., absorption) introduces inherent uncertainty because actual performance depends on macroeconomic factors, such as interest rates, inflation, and supply and demand.

The standard approach to mitigating this uncertainty is to apply conservative forecasting assumptions, such as adjusting historical long-run averages downward to build in a margin of error. This conservatism is crucial. If market conditions shift or absorption occurs more slowly than projected, revenue generation will be delayed, potentially impairing the District's ability to meet its financial obligations.

The remainder of this memorandum summarizes BBC's review and findings.

Primary Trade Area

The Market Analysis defines the primary trade area as Douglas County, which serves as the source for all data regarding comparable sales, appreciation, and absorption rates. Figure 4 shows a satellite view of Douglas County, encompassing unincorporated areas as well as municipalities including Castle Rock, Parker, and Castle Pines.

Figure 4.
Bloom Metropolitan District Primary Trade Area, Douglas County, Colorado



Source: Google Maps.

Pricing

Unit values. The Market Analysis analyzed custom home sales data from 2020 through 2025 for all homes with a sale price above \$2.25 million, including new home sales and existing home sales. The data included comparable custom new home sales from eight Douglas County subdivisions: Castle Pines, Escavera, Fox Hill, Metes and Bounds, Pinery, Pradera, Ravenna and Vivant. Custom home resales from twelve Douglas County subdivisions were also included in the Market Analysis.

Figure 5 summarizes sales volume and prices across approximately 300 home sales from 2020 through 2025 as reported by the Market Analysis. Over this time period, custom new home sales had an average sale price of \$2.8 million and custom home resales an average sale price of \$3.1 million. Lot sizes for the home sales shown in Figure 5 range from an average of 0.85 to 1.25 acres, which is comparable to (or smaller than) the proposed district’s estimated lot size of 1.0 to 1.5 acres.

Figure 5.
Market Analysis Data on Custom New Home Sales and Resales in Douglas County, 2020-2025

Year	2020	2021	2022	2023	2024	2025	Total
New Home Sales (Custom - \$2.25M+)							
Sales	6	9	15	19	18	21	88
Average Price	\$2,907,849	\$3,111,821	\$3,146,069	\$2,601,970	\$2,666,550	\$2,769,380	\$2,820,873
Resales (Custom - \$2.25M+)							
Sales	22	33	39	31	46	44	215
Average Price	\$2,815,966	\$3,053,011	\$3,175,486	\$3,101,780	\$3,125,660	\$3,324,100	\$3,129,026

Source: King & Associates Inc.

From BBC’s perspective, these comparable sales provide a reasonable basis for projecting the proposed unit pricing. The proposed pricing generally falls within the observed range of recent custom home sales in the trade area. If the homes delivered in the District are comparable in size, quality, and location to those included in the analysis, the assumed average price of \$3,000,000 appears reasonable. However, at this high-end segment of the market, the primary risk lies in execution. Without detailed product specifications to review, we must simply assume that the developer can successfully deliver the architectural design, scale, and premium finishes required to match the quality of the comparables.

To add additional context, BBC also reviewed recent high-value residential sales using Douglas County Assessor data, which confirms that transactions at or above this price point are occurring within the broader market. Over the past three years, an average of approximately 68 homes per year were sold in the \$3 to \$4 million price range in Douglas County. While this dataset may include some homes outside the Market Analysis definition of custom home sales, it nevertheless indicates that the market is supporting transactions at this price level and generally corroborates the pricing assumptions used in the Market Analysis.

Price appreciation. The Market Analysis’ price appreciation projections are based on long-term historical appreciation trends. Using the Zip code in which the District is located, annual growth rates have averaged approximately 5.0 percent, and in the broader Denver-Aurora-Lakewood MSA they have averaged 5.3 percent. Based on these trends, the Market Analysis concludes that a future biennial appreciation rate of 6.0 percent is reasonable (i.e., 3.0 percent per year).

Still, recent data presented in the Market Analysis indicates home prices have softened in early 2026, with modest year-over-year declines observed in both Metropolitan Denver and Douglas County. In addition, national data released by the U.S. Census Bureau in March 2026 indicates that the average sales price of new homes in January 2026 was 3.6 percent below the level observed in January 2025, reflecting some weakening in housing prices at the national level. This suggests that near-term market conditions may be less robust than historical trends would imply, which supports the Market Analysis’ use of a conservative annual appreciation rate of 3.0 percent.

Absorption

The Market Analysis assumes that the 32 planned custom homes will be absorbed over a five-year period (2027–2031), equating to an average absorption rate of approximately seven units per year (Figure 6).

**Figure 6.
Bloom Metropolitan District Absorption Schedule**

Product Type	Average Value	2027	2028	2029	2030	2031	Total
Single-family Detached Absorption (units)							
Custom Homes	\$3,000,000	2	6	8	8	8	32
Total		2	6	8	8	8	32

Source: King & Associates Inc.

The Market Analysis estimates total custom home demand in the trade area based on recent sales trends. The study forecasts that custom home demand in the Primary Trade Area will average approximately 37 units per year. Based on this estimate, the proposed development would capture approximately 17 percent of the Primary Trade Area’s annual custom home demand (Figure 7).

Figure 7.
Demand Forecast and Absorption Assessment, Bloom Metropolitan District

Residential Demand Forecast & Absorption Assessment		
<u>Residential Demand Forecast</u>		
	<i>Annual Demand 2025 - 2031</i>	<i>% of Total</i>
Total Residential Demand	3,250	100.0%
Detached Demand	1,950	60.0%
Custom Home Demand	37	1.1%
<u>Absorption Assessment</u>		
Custom Homes		
Planned Custom Home Development	32	
Average Annual Absorption (2027 - 2031)	6.4	
Average Annual Custom Home Capture Rate	17.3%	

Source: King & Associates Inc.

The Market Analysis provides a robust assessment of long-term demand trends, identifying an average of approximately 37 custom home sales per year at this price point within Douglas County. Based on this demand, the District's projected absorption of seven units per year represents a capture rate of roughly 17 percent. While the demand analysis is sound, validating an absorption rate inherently requires understanding future supply, a variable that is difficult to forecast, and which the Market Analysis does not detail.

If the District enters the market as one of three to five developments each bringing five to seven comparable units to market annually, capturing roughly one-fifth of the available demand is a reasonable assumption. Conversely, if competing supply outpaces these levels, the District may struggle to achieve its price and absorption targets within a more saturated environment.

Working to the District's advantage, recent building permit data indicates a cooling in residential construction since the 2021 peak. While this points to a broader market slowdown, it importantly suggests a constrained pipeline of future competing supply. Because softer overall demand is likely to be offset by a lack of new competing product, the District's path to achieving its market share remains viable. Therefore, despite the inherent uncertainty surrounding future market dynamics, we find the Market Analysis' absorption projections to be a plausible estimate firmly grounded in historical data.