

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the “First Amendment”) is made and entered into this 2nd day of July, 2024, by and between the VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and the TOWN OF CASTLE ROCK, a municipal corporation and political subdivision of the State of Colorado (the “Town”) (collectively, the District and the Town are referred to as the “Parties”).

RECITALS

A. On June 14, 2004, the District and the Town entered into an Intergovernmental Agreement for the primary purpose of funding fire protection and emergency response services to be provided by the Town to District residents (the “Original Agreement”).

B. Pursuant to paragraph 2 of the Original Agreement, the District pledged to levy a tax in the amount of ten (10) mills on all taxable property of the District, the revenues from which would be remitted to the Town to fund such services.

C. At the time the Original Agreement was executed, the property within the District was located a substantial distance away from the nearest Town fire station.

D. Since that time, the Town has continued to grow in the general direction of the District.

E. As a result of such growth, the Town has announced its plans to construct a new fire station, Fire Station No. 156, near the boundaries of the District, which station is expected to be fully operational in 2026.

F. Given these changed circumstances, the Parties now wish to enter into this First Amendment to gradually reduce the mill levy from ten (10) mills to five (5) mills over a five-year period, commencing in 2026 and ending in 2030.

NOW, THEREFORE, in consideration of the mutual promises and covenants, agreements, conditions and provisions herein, the Parties agree as follows:

AGREEMENT

1. Amendment. Paragraph 2 of the Original Agreement is hereby amended to read as follows:

2. Pledge of Taxes.

(a) For the purpose of paying the District’s obligations under this Agreement, there shall be levied on all taxable property of the District, in addition to all other taxes, direct annual taxes in each year beginning in 2004 and continuing through and

including 2025, in the amount of ten (10) mills (a mill being equal to 1/10 of 1¢) (the foregoing mill levy being referred to herein as the “Fire Protection and Emergency Response Mill Levy.”

(b) Commencing in 2026 and ending in 2030, the Fire Protection and Emergency Response Mill Levy shall be reduced in accordance with the following schedule:

Tax Certification Year	Fire Protection and Emergency Response Mill Levy
2026	9
2027	8
2028	7
2029	6
2030 and thereafter	5

For purposes of this subsection (b), “Tax Certification Year” means the calendar year in which the District certifies the Fire Protection and Emergency Response Mill Levy to the Board of County Commissioners of Douglas County, Colorado, for collection in the following year. By way of example, a property tax certified by the District in 2026 will be collected from District taxpayers in 2027.

(c) Commencing in 2030 and continuing for so long as this Agreement is in effect, the Fire Protection and Emergency Response Mill Levy shall be in the amount of five (5) mills. Nothing herein shall be construed to require the District to levy an *ad valorem* property tax for payment of its obligations hereunder in excess of the Fire Protection and Emergency Response Mill Levy.

(d) The foregoing provisions of this Agreement are hereby declared to be the certificate of the District to the Board of County Commissioners of Douglas County, Colorado, showing the aggregate amount of taxes to be levied from time to time, as required by law, for the purpose of paying the District's obligations under this Agreement.

(e) It shall be the duty of the District, annually, at the time and in the manner provided by law for levying other District taxes, to ratify and carry out the provisions hereof with reference to the levying and collection of taxes; and the District shall levy, certify, and collect said taxes in the manner provided by law for the purpose of paying its obligations under this Agreement.

(f) The amounts necessary to pay all District obligations hereunder shall be included in the annual budget and the appropriation bills to be adopted and passed by the District in each year, respectively, until such obligations have been fully paid, satisfied, and discharged.

2. Ratification. In all other respects, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT, NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Stan DePue
Stanley DePue, Treasurer

ATTEST:



David Solin, Secretary

TOWN:

ATTEST:

TOWN OF CASTLE ROCK, a municipal corporation and political subdivision of the State of Colorado

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

David L. Corliss, Town Manager