

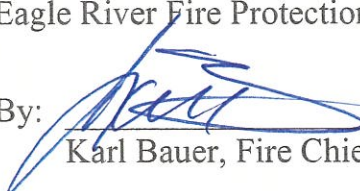
NOTICE OF INTENT TO ADOPT
IMPACT FEES
EAGLE RIVER FIRE PROTECTION DISTRICT

NOTICE IS HEREBY GIVEN pursuant to Section 32-1-1002(1)(d.5), C.R.S., to the Clerk of the Town of Red Cliff including territory wholly or partly located within the jurisdictional boundaries of the Eagle River Fire Protection District (“District”) and that may be impacted by the proposed impact fee schedule, attached hereto as Exhibit A. At a public meeting duly held at 9 a.m. on March 20, 2025, the Board of Directors of the District has voted to impose such impact fees in the Town of Red Cliff. Impact fees will begin to be collected in the portion of the District also served by the Town of Red Cliff **on and after July 16, 2025**. Such fees are consistent with impact fees collected in areas of the District served by Eagle County, the Town of Avon, the Town of Minturn, and the Town of Eagle and are subject to annual CPI adjustments.

NOTICE IS FURTHER GIVEN that the County may submit written comments regarding the schedule of impact fees to the Board prior to July 16, 2025.

Dated this 16th day of May, 2025.

Eagle River Fire Protection District

By: 

Karl Bauer, Fire Chief

**AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF RED CLIFF,
COLORADO AND THE EAGLE RIVER FIRE PROTECTION
DISTRICT, CONCERNING THE COLLECTION, PAYMENT AND
USE OF FIRE DISTRICT IMPACT FEES**

This Amended and Restated Intergovernmental Agreement concerning the Collection, Payment, and Use of Fire District Impact Fees (the “Amended and Restated Agreement”) is entered into by and between the Town of Red Cliff, Colorado (“Town”), a statutory town organized under the laws of the State of Colorado, and the Eagle River Fire Protection District (“District”), a quasi-municipal corporation and political subdivision of the State of Colorado, individually referred to as Party and collectively as Parties.

RECITALS

WHEREAS, the Town of Red Cliff, Colorado, (“Town”) is a statutory town; and

WHEREAS, the District is a quasi-municipal government and political subdivision of the State of Colorado operating pursuant to Article 1, Title 32, C.R.S., to provide prevention and extinguishment of fire, protection of life and property from fire, enforcement of fire prevention codes, hazardous materials response, and other emergency services authorized by statute or typically provided by a public fire department (collectively, “Emergency Services”) within the Town; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-203 and 29-1-203.5, *et seq.*, Colorado Revised Statutes, encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting among themselves, including forming a political subdivision to provide any public improvements, functions, services, or facilities that the governments can each provide individually; and

WHEREAS, pursuant to **Ordinance No. 2, Series 2009**, the Board of Trustees adopted amendments to the *Red Cliff Municipal Code* which provide for Fire District Impact Fees imposed on development which generates a need for additional fire protection and emergency medical services capital facilities (“Town Impact Fee Ordinance”); and

WHEREAS, the Town and District **originally executed the Intergovernmental Agreement** concerning the Collection, Payment, and Use of Emergency Service Impact Fees (“Agreement”) **with an effective date of June 1, 2009**, imposing and collecting fire protection and emergency medical services impact fees to provide for the joint and cooperative funding of expenditures by the Parties on capital facilities needed to provide fire protection and emergency medical services to new developments occurring within the Town; and

WHEREAS, Colorado Senate Bill 24-194 amended Section 32-1-1002(1)(d.5)(I), C.R.S., to allow fire protection districts to directly impose an impact fee on the construction of new buildings, structures, facilities, and improvements; and

WHEREAS, the District commissioned an updated 2024 Development Impact Fee Study, which was completed on December 9, 2024, and prepared by TischlerBise, Inc., (the “2024 Development Impact Fee Study”), and which evaluates impact fees based on the square footage of the developments instead of by water meter size; and

WHEREAS, on March 20, 2025, by Resolution, attached hereto as Exhibit A, the District’s Board of Directors adopted an updated impact fee schedule, as set forth on Exhibit B (the “Fire Impact Fee”); and

WHEREAS, the Parties desire to amend and restate the Agreement in order to incorporate the Fire Impact Fees, incorporate changes based on Senate Bill 24-194, and provide for automatic annual increases beginning January 1, 2026, based on the percentage increases in the Consumer Price Index.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Amended and Restated Agreement is to provide a mechanism for the Town to collect and remit Fire District Impact Fees to the District.

Section 2. Imposition and Collection of Fire District Impact Fees.

2.1 The Town Planning Department shall disclose the obligation to pay the Fire District Impact Fee to development applicants at the time of application. Any developer requesting a development approval shall be subject to paying the Fire District Impact Fees as a condition of development approval. The obligation to pay such impact fees shall run with the land and shall be paid at the time the building permit is issued.

2.2 The Town shall not issue a building permit for a property within a development subject to the Fire District Impact Fee until the applicant has furnished proof of payment.

2.3 The Fire District Impact Fees will automatically increase annually beginning January 1, 2026 (or as soon thereafter as data is available) based on the percentage increases of the United States Bureau of Labor Statistics Consumer Price Index for Denver-Aurora-Lakewood for the prior 12 months.

Section 3. Administration and Expenditure of Fire District Impact Fee Revenues.

3.1 The Town will transfer Fire District Impact Fees to the District within sixty (60) days following receipt of such funds. The Town may withhold six percent (6%) of the collected Fire District Impact Fee as an administrative fee to offset the Town's costs of collection.

3.2 Upon receipt, the District shall deposit all Fire District Impact Fees in an interest-bearing account identifying the lot, development activity and development approval for which the impact fee was collected and the associated category, account, or fund of capital expenditure for which such impact fee was imposed. Any interest or other income earned on money deposited in the interest-bearing account shall be credited to the account.

3.3 The District shall use the Fire District Impact Fees to jointly fund, in combination with District funds, the capital facilities necessary to provide the Emergency Services needed to serve future development, as contemplated by the 2024 Development Impact Fee Study, or any updated, amended or replacement analysis adopted by the Town or District.

3.4 The District may only utilize the Fire District Impact Fee revenues for planning, preliminary architectural and engineering services, architectural and engineering design studies, land surveys, land acquisition, site improvements and off-site improvements associated with new or expanded facilities; the construction of buildings and other facilities; and the purchase of apparatus and equipment, including communications equipment, with an average useable life of at least five (5) years. No Fire District Impact Fees shall be used for periodic or routine maintenance of facilities and equipment, personnel costs, or operational expenses, or any purpose not otherwise authorized by Section 29-20-104.5, C.R.S.

3.5 In the event bonds or similar debt instruments are used to fund Emergency Service Capital Improvements necessary to provide Emergency Services to a development within the Town prior to collecting the Fire District Impact Fees associated with the development as herein provided, once collected, the impact fees may be used to pay debt service on such bonds or similar debt instruments, or to reimburse the District for capital expenditures which have been made for Eligible Capital Facilities and Expenditures at any time after the date of the Agreement.

3.6 The District shall account for all Fire District Impact Fees collected pursuant to this Amended and Restated Agreement in the manner required by Sections 29-1-801, *et seq.*, C.R.S., and other applicable law.

3.7 Upon request, the District shall provide the Town with a copy of its annual audit report of its collection, administration, and expenditure of Fire District Impact Fees and a copy of its annual budget detailing revenues and expenditures of Fire District Impact Fees.

3.8 The District shall have sole ownership of all capital facilities funded by the Fire District Impact Fees. The Town shall have no interest in any of the capital facilities funded in whole or part by Fire District Impact Fees collected within or related to the Town.

Section 4. Indemnification. To the extent permitted by law, the District shall indemnify, defend, and hold the Town and its officers, agents, and employees harmless from and against any and all claims or liability arising from the Town's adoption or implementation of this Amended and Restated Agreement. Specifically, this indemnification shall include, but is not limited to, any legal action by any party contesting the adoption or implementation of this Amended and Restated Agreement on the grounds of procedural irregularity, unconstitutionality, lack of authority, breach of contract, preemption by State law, or any other grounds. Such indemnification by the District as provided in this Section shall include all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any claim or any action or proceeding brought on any such claim.

Section 5. Governmental Immunity. Notwithstanding any provision in the Amended and Restated Agreement, the District and Town are relying on and do not waive or intend to waive by any provision of this Amended and Restated Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District and Town or its officers or employees.

Section 6. Liability. Any other provisions of this Amended and Restated Agreement notwithstanding, if the Town is required to refund any Fire District Impact Fee, the District shall reimburse the Town for the required refund if the monies related to such refunded impact fee had been remitted by the Town to the District. In the event the Town is named as a party in any legal action related to this Amended and Restated Agreement and the Town's collection of the Fire District Impact Fees, in consultation with the Town and subject to the Town's approval, the District shall select legal counsel to represent the Town in such action. Such action shall be vigorously defended against, the Town shall be consulted as to all significant decisions involved in the action, and the action shall not be compromised or settled without the Town's consent, which consent shall not be unreasonably withheld. The District's liability shall be limited to those amounts not covered by the insurance carried by the Town and those amounts of Fire District Impact Fees remitted from the Town to the District. Under no circumstances shall the District be liable to the Town for special, punitive, indirect, or consequential damages suffered by the Town arising out of or in connection with the Amended and Restated Agreement or any lawsuit brought under this Section.

Section 7 **Term of Agreement.**

7.1 The Parties have determined that this Amended and Restated Agreement, along with all of its terms, conditions, and Exhibits, shall go into effect as of July 16, 2025, once approved by all Parties.

7.2 Either Party may terminate this Amended and Restated Agreement with or without cause by providing written notice at least ninety (90) days prior to the effective date of withdrawal. The effective date of withdrawal shall be December 31 of the applicable year. The withdrawal of either Party shall terminate this Agreement. This Agreement may also be terminated at any time by written mutual agreement of the Parties.

Section 8. **Enforcement.** This Amended and Restated Agreement and the terms and provisions hereof may be enforced by either Party hereto and their successors and assigns. In the event legal or administrative proceedings are brought against any Party for the purpose of such enforcement, the prevailing Party shall recover from the non-prevailing Party all costs associated therewith, including but not limited to reasonable attorney's fees.

Section 9. **Notices.**

9.1 All notices that may be required or given pursuant to this Agreement by a Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States first class mail, postage prepaid, and addressed as follows:

DISTRICT
Eagle River Fire Protection District
Post Office Box 7980
Avon, Colorado 81620-7980

TOWN OF RED CLIFF
Town Clerk
Town of Red Cliff
P.O. Box 40
Red Cliff, Colorado 81649

9.2 The address to which any notice or other writing may be given to any Party as above provided may be changed by written notice given by such party as above provided.

Section 10. **Miscellaneous Provisions.**

10.1 This Agreement is expressly conditioned upon the continuance in force of the Town Impact Fee Ordinance. In the event the Town Impact Fee Ordinance is repealed or amended in a manner that is inconsistent with the terms of this Agreement, this Agreement shall terminate.

10.2 This Amended and Restated Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

10.3 No waiver of any of the provisions of this Agreement shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver

constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.4 This Amended and Restated Agreement constitutes the entire agreement between the Parties regarding the subject matter thereof and shall be binding upon the Parties, their officers, employees, agents, and assigns, and may not be assigned by any Party without the express written consent of the other Party.

10.5 In the event that any of the terms or conditions of this Amended and Restated Agreement or their application shall be held invalid as to any person, entity, or circumstance by any court having competent jurisdiction, the remainder of this Amended and Restated Agreement and the application in effect of its terms or conditions to such persons, entities, or circumstances shall not be affected thereby and this Amended and Restated Agreement shall be interpreted as if such invalid term or condition is not contained herein.

10.6 By execution of this Amended and Restated Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Amended and Restated Agreement and that the subject Party shall be bound by the signatory's execution of this Amended and Restated Agreement.

10.7 The Parties to this Amended and Restated Agreement do not intend to benefit any person not a party to this Amended and Restated Agreement. No person or entity, other than the Parties to this Amended and Restated Agreement, shall have any right, legal or equitable, to enforce any provision of this Amended and Restated Agreement.

10.8 The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of this Amended and Restated Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Eagle County.

10.9 The section headings in this Amended and Restated Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Amended and Restated Agreement.

10.10 This Amended and Restated Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

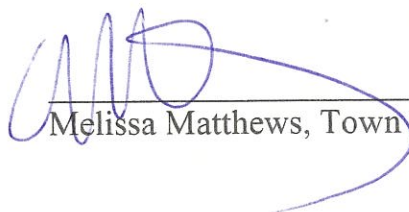
[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Agreement the day and year first written above.

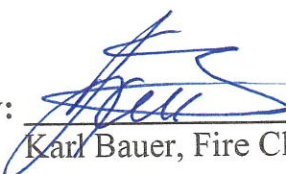
**TOWN OF RED CLIFF, COLORADO, by
and through its Board of Trustees**

By: 
Duke Gerber, Mayor

Attest:


Melissa Matthews, Town Clerk

**EAGLE RIVER FIRE PROTECTION
DISTRICT, a Colorado special district, acting
by and through its Fire Chief**

By: 
Karl Bauer, Fire Chief

Attest


Michael Woodworth, Fire Marshal

EXHIBIT A

EAGLE RIVER FIRE PROTECTION DISTRICT

A RESOLUTION ADOPTING IMPACT FEES

WHEREAS, the Eagle River Fire Protection District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1 of the Colorado Revised Statutes; and

WHEREAS, the Board of Directors (“Board”) of the District has ultimate authority and responsibility over all operations, personnel, and affairs of the District, with all rights, duties and powers specially granted to the Board by Title 32, Article 1 of the Colorado Revised Statutes; and

WHEREAS, the District currently has in effect impact fees collected on behalf of the District by the Town of Avon, the Town of Red Cliff, the Town of Minturn, and Eagle County, Colorado based on the water meter size of developments as contemplated by the Eagle River Fire Protection District Impact Fee Study, dated July 24, 2007, prepared by BBC Research & Consulting and Stan Bernstein and Associates, Inc.; and

WHEREAS, Senate Bill 24-194, effective August 7, 2024, authorizes the District to impose its own impact fees; and

WHEREAS, the Board believes it to be in the best interest of the citizens of the District, and reasonable, appropriate, and necessary to base impact fees on the square footage of developments instead of by water meter size; and

WHEREAS, the Board desires to approve and adopt the findings and projections contained in the 2024 Development Impact Fee Study dated December 9, 2024; and

WHEREAS, the Board desires to adopt an impact fee schedule consistent with the impact fee schedule suggested in the 2024 Development Impact Fee Study.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle River Fire Protection District as follows:

1. The findings and projections contained in the 2024 Development Impact Fee Study dated December 9, 2024 attached hereto as Exhibit A, are approved by the Board and hereby adopted.

2. The Board hereby adopts the impact fee schedule attached hereto as Exhibit B. The District will impose the impact fee schedule effective as allowed pursuant to C.R.S. 32-1-1002(1)(d.5).

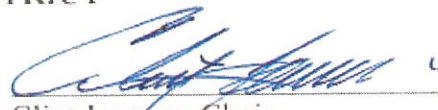
3. This Resolution shall take effect immediately.

4. The Fire Chief and Officers of the District are authorized and directed to take all actions necessary and appropriate to effect the provisions of this Resolution.

ADOPTED this 20th day of March, 2025.

**EAGLE RIVER FIRE PROTECTION
DISTRICT**

By:


Clint Janssen, Chair

ATTEST:

By:

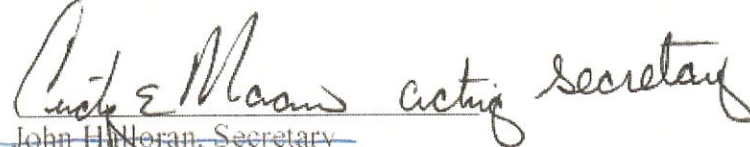

~~John Halloran, Secretary~~
Cindy Moran

EXHIBIT B

IMPACT FEE SCHEDULE

Housing Type - Residential	Impact Fee (per 1,000 sq. ft.)
Single Family (< 3,000 square feet)	\$2,005
Single Family ($\geq$ 3,000 square feet)	\$2,105
Multi Family (per front door)	\$1,800

Development Type - Nonresidential	Impact Fee (per 1,000 sq. ft.)
Retail	\$2,415
Office	\$1,500
Institutional	\$1,500
Industrial	\$1,008
Lodging	\$1,000