



## **TOWN BOARD WORK SESSION**

October 9, 2023 - 5:30 PM

1st Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

To view Town Board meeting broadcasts, visit  
[www.windsorgov.com/MeetingsOnDemand](http://www.windsorgov.com/MeetingsOnDemand).

### **AGENDA**

**GOAL of this Work Session is to have the Town Board receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.**

Members of the Public in attendance are asked to be recognized by the Mayor before participating in any discussions of the Town Board

#### **WORK SESSION AGENDA ITEMS**

1. Board/Manager/Attorney Monthly Meeting
2. FEMA Flood Insurance Rate Map Update - Doug Roth, Civil Engineer
3. Windsor Severance Fire Rescue Intergovernmental Agreement Discussion - Scott Ballstadt, Director of Planning
4. Future Meetings Agenda

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.



## MEMORANDUM

**Date:** October 9, 2023  
**To:** Mayor and Town Board  
**From:** Doug Roth, Civil Engineer IV  
**Re:** FEMA Flood Insurance Rate Map Update - Doug Roth, Civil Engineer  
**Item #:** 2.

### **Background / Discussion:**

#### Project History:

Over a decade ago, FEMA launched a project to restudy the Poudre River floodplain. New Flood Insurance Rate Maps (FIRM) and a new Flood Insurance Study (FIS) for Weld County is the result of over 12 years of work. The last major floodplain mapping update took place in January of 2016.

The current remapping effort is known as Colorado Hazard Mapping Program (CHAMP). Another closely associated project with the remapping effort is the Colorado RiskMAP. The general history of the floodplain remapping effort associated with CHAMP and RiskMAP is as follows:

- The first meeting Engineering staff was invited to was on May 9, 2011 in Fort Collins. This is when staff became aware of the RiskMAP project that would re-study the Poudre floodplain and result in a new FIRM.
- April 10, 2018, Town Hired Ayres to review draft mapping.
- A Weld County Public Meeting Open House was held on May 10, 2018 . Windsor invited property owners with land in the proposed floodplain (post cards mailed). At least 3 Windsor residents attended.
- Water Valley was contacted by Town staff due to proposed floodplain changes in Water Valley.
- TST collected topography data in Water Valley prior to comments being sent to Colorado Water Conservation Board (CWCB) who works closely with FEMA on the remapping efforts. Topo was provided as part of Town formal technical comments.
- Formal Comments were submitted to CWCB by the Town Engineering Department on May 23, 2018. Comments included technical comments prepared by Ayres.
- A meeting was held on June 28, 2018 (Windsor Town Hall) with CWCB, Ayres, and Water Valley representatives.
- Formal Comments were submitted to CWCB by the Town Engineering Department on June 11, 2019 (Ayres provided assistance with review and comments).

- A meeting was held on July 26, 2019 (Windsor Town Hall) with AECOM, Greeley, Weld County, and CWCB.
- On December 5, 2019, Engineering staff contacted AECOM to let them know that topo provided by the Town was not incorporated into the draft flood maps as was promised in the meeting minutes provided by CWCB on September 9, 2019.
- FEMA issued preliminary maps on September 17, 2020.
- FEMA & CWCB held an open house at the Weld County Administration Building on September 24, 2020. Windsor staff attended the open house. Windsor invited property owners with land in the proposed floodplain (post cards mailed).
- Windsor received a notice dated February 10, 2021 from FEMA regarding the start of a 90 day appeal period.
- Windsor staff still had concerns about the revised mapping and Ayres Associates Inc. was hired to prepare an appeal submittal on behalf of the Town.
- The appeal prepared by Ayres was submitted to FEMA on April 16, 2021.
- On August 20, 2021 FEMA provided a formal response to Windsor's appeal. All areas of appeal were resolved and were in agreement with the appeal submitted. However, staff provided comments to FEMA that the depicted Town limits were not correct because of not including the Kyger Reservoir Annexation. Larimer County is also going through a map update. Due to annexation boundaries changing and delays in Larimer County mapping, a decision was made by FEMA to split Windsor's mapping at the County line. When Larimer County mapping is completed, Windsor will also need to adopt the Larimer County FIRM and FIS.
- The Letter of Final Determination was issued by FEMA on May 30, 2023, notifying communities that they have a six-month period to adopt the Weld County FIRM mapping and associated Flood Insurance Study (FIS). The Weld County FIRM and FIS are set to go effective November 30, 2023.

#### National Flood Insurance Program (NFIP):

Community participation in the NFIP results in property owners being able to purchase flood insurance at subsidized rates. Windsor participates in the NFIP. According to the State NFIP Coordinator, Windsor has 48 NFIP policies totaling \$15,000,000 in coverage. Structures covered in those policies include 47 single family homes and 10 other structures.

FEMA provides the following overview of the NFIP, "Congress established the National Flood Insurance Program (NFIP) with the passage of the National Flood Insurance Act of 1968. Since the inception of NFIP, additional legislation has been enacted. The NFIP goes through periodic Congressional reauthorization to renew the NFIP's statutory authority to operate."

#### FIRM and FIS adoption:

The Town of Windsor must adopt the new Weld County FIRM and FIS before November 30<sup>th</sup> in order to demonstrate to FEMA that the Town is compliant with the NFIP. Failure to adopt the FIRM mapping and FIS will result in residents being unable to purchase flood insurance policies.

In order to adopt the FIRM mapping, the Town Floodplain Ordinance will need to be amended to adopt the Weld County FIRM mapping and FIS as the official Town floodplain mapping. A copy of the Ordinance will need to be sent to Colorado Water Conservation Board (CWCB) and FEMA so that they have verification that the Town has complied with FEMA requirements.

**Financial Impact:**

No financial impact anticipated.

**Relationship to Strategic Plan:**

Adoption of current FIRM and FIS demonstrates the COMMUNITY SAFETY guiding principal. Specifically, flood damage prevention is directly related to the Town sustaining an active emergency management system focused on prevention, preparedness, and recovery with key partnerships in place to effectively response in crisis.

**Recommendation:**

Mapping has been reviewed by staff and appears to reflect changes requested by staff during the review period. Staff will present the mapping update to Planning Commission on October 18th. On October 23, 2023 an amended Floodplain Ordinance will be presented to the Town Board for action. Staff will recommend adopting the new **Flood Insurance Study, Federal Emergency Management Agency, Weld County, Colorado and Incorporated Areas,** dated **November 30, 2023**, with accompanying Flood Insurance Rate Maps (FIRM) **for portions of Windsor located in Weld County**. Staff will also recommend the addition of two new definitions to the Floodplain Ordinance.

**CC:**

John Thornhill, Community Development Director  
Omar Herrera, PE, Deputy Director of Engineering

**Attachments:**



## MEMORANDUM

**Date:** October 9, 2023  
**To:** Mayor and Town Board  
**From:** Scott Ballstadt, Planning Director  
**Re:** Windsor Severance Fire Rescue Intergovernmental Agreement Discussion - Scott Ballstadt, Director of Planning  
**Item #:** 3.

### **Background / Discussion:**

The enclosed draft intergovernmental agreement between the Town and Windsor Severance Fire Rescue (WSFR) is intended to bring consistency to the process of fee payments and waivers for Town and WSFR projects. Obviously, both entities are exempt from tax payment, but some fees that are assessed are necessary to cover respective operating costs and some impact fees need to be paid per the adopted methodology behind the fee.

In the past, whenever either entity has proposed a new facility requiring building permits, the question of what fees can and/or should be waived and which fees need to be paid has been addressed on an ad hoc basis and usually involved researching how past projects were handled. Therefore, if adopted, the enclosed IGA will make consistent for future projects the waiver of the following fees:

The Town agrees to waive the following development fees:

- Waive 100% of the administrative fee; and
- Waive 100% of the Town's portion of the building permit fee; and
- Waive 100% of the Town's portion of the plan review fee; and
- The Town commits to working with their third-party building inspection contractor (currently SAFEbuilt) to encourage them to discount their fees related to District projects.

WSFR agrees to waive the following development fees:

- Waive 75% of the WSFR plan review fee; and
- Waive 100% of WSFR impact fees; and
- WSFR will assess 100% for all fire protection system permit reviews and inspections given the nature of these intensive reviews and inspections.

### **Financial Impact:**

The Financial Impact is minimal. The Town and WSFR are both taxing jurisdictions seeking to simplify the process for determining fee payments for their respective public projects. The proposed IGA preserves the payment of fees necessary for operational costs and necessary impact fees.

### **Relationship to Strategic Plan:**

The draft IGA is consistent with the following Guiding Principles of the Strategic Plan:

**Community Safety** - Windsor ensures that safety of our community is at the forefront of every decision we make. We accomplish this through design, construction of infrastructure, prevention, and preparedness. We sustain an active emergency management system focused on prevention,

preparedness, and recovery with key partnerships in place to effectively response in crisis. We safeguard our infrastructure through best management practices and long-term planning to deliver safe and reliable Town-provided utilities and services.

**Fiscal Responsibility** - Windsor is committed to sound fiscal management and transparency in all decision making. We plan for future generations through adequate allocation of resources that will allow for operations and maintenance of our facilities and land. We consistently evaluate our resources to maintain a healthy balance of programs and services.

**Recommendation:**

**CC:**

Darren Jaques, Interim Fire Chief  
Sandra Friedrichsen, Fire Marshal

**Attachments:**

1. WSFR IGA regarding fee waivers

INTERGOVERNMENTAL AGREEMENT FOR THE MUTUAL WAIVER OF DEVELOPMENT  
FEES FOR FIRE STATIONS AND TOWN FACILITIES USED FOR FIRE PROTECTION,  
RESCUE AND EMERGENCY SERVICES

This INTERGOVERNMENTAL AGREEMENT FOR THE WAIVER OF DEVELOPMENT FEES ("Agreement"), is dated \_\_\_\_\_, 2023 and is entered into by and between the Town of Windsor, a Colorado home rule municipality ("Town") and the Windsor-Severance Fire Protection District, a Colorado statutory Special District ("District"). The Town and the District are referred to collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the Town is a Colorado home rule municipality organized under article XX of the Colorado Constitution; and

WHEREAS, the District is a Colorado political subdivision organized pursuant to the Special District Act, C.R.S. § 32-1-101, et seq, and was organized to provide fire protection, rescue, and emergency services, as well as other services including fire suppression, public education, hazardous materials, emergency medical, and ambulance services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, either directly or through third-party providers; and

WHEREAS, both Parties assess and collect lawful fees to defray the cost of land development and building plan review and have authority to reduce or waive those fees when needed; and

WHEREAS, the Parties acknowledge that imposing development fees on the other Party is a cost that is ultimately paid by the taxpayers of their respective jurisdictions; and

WHEREAS, the Parties have a history of cooperation of services and a mutual reduction or waiver of development-related fees; and

WHEREAS, C.R.S. § 29-1-203 authorizes local governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt; and

WHEREAS, the Parties desire to enter into this Agreement to reduce or waive development fees assessed by each Party for the building of future fire stations or corresponding town buildings.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Effective Date and Term.** This Agreement is effective as of the date the last Party signs this Agreement and shall continue in effect until terminated in accordance with its terms.
2. **Acknowledgement.** The Parties acknowledge that each Party has legal development review fee schedules and have the legal authority to assess and collect these fees to defray the administrative costs of reviewing development applications.

**3. Town Waiver of District Development Fees.** The Town agrees to waive the following development fees:

- Waive 100% of the administrative fee; and
- Waive 100% of the Town's portion of the building permit fee; and
- Waive 100% of the Town's portion of the plan review fee; and
- The Town commits to working with their third-party building inspection contractor (currently SAFEbuilt) to encourage them to discount their fees related to District projects.

**4. District Waiver of Town Development Fees.** The District agrees to waive the following development fees:

- Waive 75% of the District plan review fee; and
- Waive 100% of District impact fees; and
- District will assess 100% for all fire protection system permit reviews and inspections given the nature of these intensive reviews and inspections.

**5. Termination.** The Parties may at any time mutually agree in writing to terminate this Agreement. Either Party may also terminate this Agreement with 180 days prior written notice to the other Party.

**6. Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

**7. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

**8. Modification.** This Agreement may not be modified, enlarged or altered, except in writing, signed by both Parties.

**9. Notices and Requests.** Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Windsor  
Attn: Town Manager  
301 Walnut Street  
Windsor, CO 80550

Windsor-Severance Fire Protection District  
Attn: Fire Chief  
100 N. 7<sup>th</sup> Street  
Windsor, CO 80550

**10. Dispute Resolution.** In the event of any dispute or claim arising from or related to this

Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations or mediation with each other. If such dispute or claim is not settled through these negotiations or mediation, then either Party may institute a civil action in the District Court for Weld County.

**11. Governing Law and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Weld County District Court.

**12. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall continue in full force and effect.

**13. Non-Assignment.** Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement.

WHEREFORE, the Parties have executed this Agreement on the date first set forth above and intend to be bound accordingly.

TOWN OF WINDSOR

WINDSOR-SEVERANCE FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Paul Rennemeyer, Mayor

\_\_\_\_\_  
Andrew Rosen, Board President

ATTEST:

\_\_\_\_\_  
Karen Frawley, Town Clerk

\_\_\_\_\_  
Mike Medhurst, Board Secretary



## FUTURE TOWN BOARD MEETINGS

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|                                |                                                                                                               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|
| October 14, 2023<br>Saturday   | Town Board Work Session (Public Service Campus)<br>Operating Budget                                           |
| October 16, 2023<br>5:30 p.m.  | Town Board Work Session<br>Non-profit Funding Discussion<br>Utility Rates & Fees Discussion<br>Park Ordinance |
| October 23, 2023<br>5:30 p.m.  | Town Board Work Session<br>CIP Follow-up Discussion                                                           |
| October 23, 2023<br>7:00 p.m.  | Town Board Regular Meeting                                                                                    |
| October 30, 2023               | Canceled – 5 <sup>th</sup> Monday                                                                             |
| November 6, 2023<br>5:30 p.m.  | Town Board Work Session<br>Land Use Code Updates<br>Severance IGA                                             |
| November 13, 2023<br>5:30 p.m. | Town Board Work Session<br>Board/Manager/Attorney Monthly Meeting<br>Follow-up Budget Questions               |
| November 13, 2023<br>7:00 p.m. | Town Board Regular Meeting                                                                                    |
| November 20, 2023<br>5:30 p.m. | Town Board Work Session                                                                                       |
| November 27, 2023<br>5:30 p.m. | Town Board Work Session<br>Lodging Tax Discussion                                                             |
| November 27, 2023<br>7:00 p.m. | Town Board Regular Meeting                                                                                    |
| December 4, 2023<br>5:30 p.m.  | Town Board Work Session                                                                                       |
| December 11, 2023<br>5:30 p.m. | Town Board Work Session<br>Board/Manager/Attorney Monthly Meeting<br>Hauler Licensing Discussion              |
| December 11, 2023<br>7:00 p.m. | Town Board Regular Meeting                                                                                    |

December 18, 2023                      Town Board Work Session  
5:30 p.m.

December 25, 2023                      Canceled – Christmas Holiday

**Future Work Session Topics**

- DDA Entertainment District
- Telecom Code (Pending FCC Rules)
- Weld RE-4 School Land Dedication/Cash in lieu of Land Update
- Smart Meter Project (Brian)