



TOWN BOARD WORK SESSION

June 8, 2026 - 5:30 PM

Kyger Room, 200 N. 11th Street, Windsor, CO 80550

To view the Town Board Work Session, [Town Board Work Session](#)

Meeting ID: 264 007 641 671 737

Passcode: b69Km6od

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. Solid Waste Discussion - E. Lucas, Deputy Town Manager
3. Windsor Severance Fire Protection District Fee Waiver IGA Discussion
4. Windsor Severance Fire Protection District Red Flag Ban and Discussion on Impact Fees As It Relates to the WSFPD/Windsor Intergovernmental Agreement
5. 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: June 8, 2026
To: Mayor and Town Board
From: Eric Lucas, Deputy Town Manager
Re: Solid Waste Discussion - E. Lucas, Deputy Town Manager
Item #: 2.

Background / Discussion:

In 2025, the Board directed staff to engage with a firm to perform a solid waste services study. Staff issued an RFP in August, received 6 proposals and ultimately selected Burns & McDonnell. The study began in 2025, with an in-depth analysis that will result in a final report later this summer. At your work session, consultants will present a draft of the findings and answer questions.

Financial Impact:

None at this time

Relationship to Strategic Plan:

Recommendation:

Provide staff and consultants with questions and any additional direction as we work to conclude the study.

CC:

Attachments:

1. Windsor Board Meeting 6-8-2026 PDF_Version_vF

Town of Windsor Solid Waste Study Update

BOARD MEETING

06.08.2026



Agenda

01 // INTRODUCTION

02 // PROJECT OVERVIEW

03 // OPTIONS EVALUATED

04 // PUBLIC ENGAGEMENT

05 // RISK ASSESSMENT MATRIX

06 // EVALUATION CRITERIA MATRIX

07 // FINANCIAL ANALYSIS

08 // DRAFT FINDINGS



01

INTRODUCTION



Who We Are

A FULL-SERVICE ENVIRONMENTAL FIRM



800

ENVIRONMENTAL
PROFESSIONALS

75+

OFFICE
LOCATIONS

50+

YEARS OF
EXPERIENCE

#11

IN ENVIRONMENTAL
BY *ENR*

CONTENT BASED ON INFORMATION FROM 2024-2025

02

PROJECT OVERVIEW



Project Overview



Project Initiation & Management

- Initial Data Request
- Kick-Off Meeting
- Establish Evaluation Criteria for Go/No Go Decision

Evaluation of Current System

- Assessment of Current Solid Waste Services
- Market Analysis
- Regulatory and Environmental Considerations

Evaluation of Town Provided Program

- Operational Analysis
- Cost Benefit Analysis
- Risk Assessment

Develop Recommendations

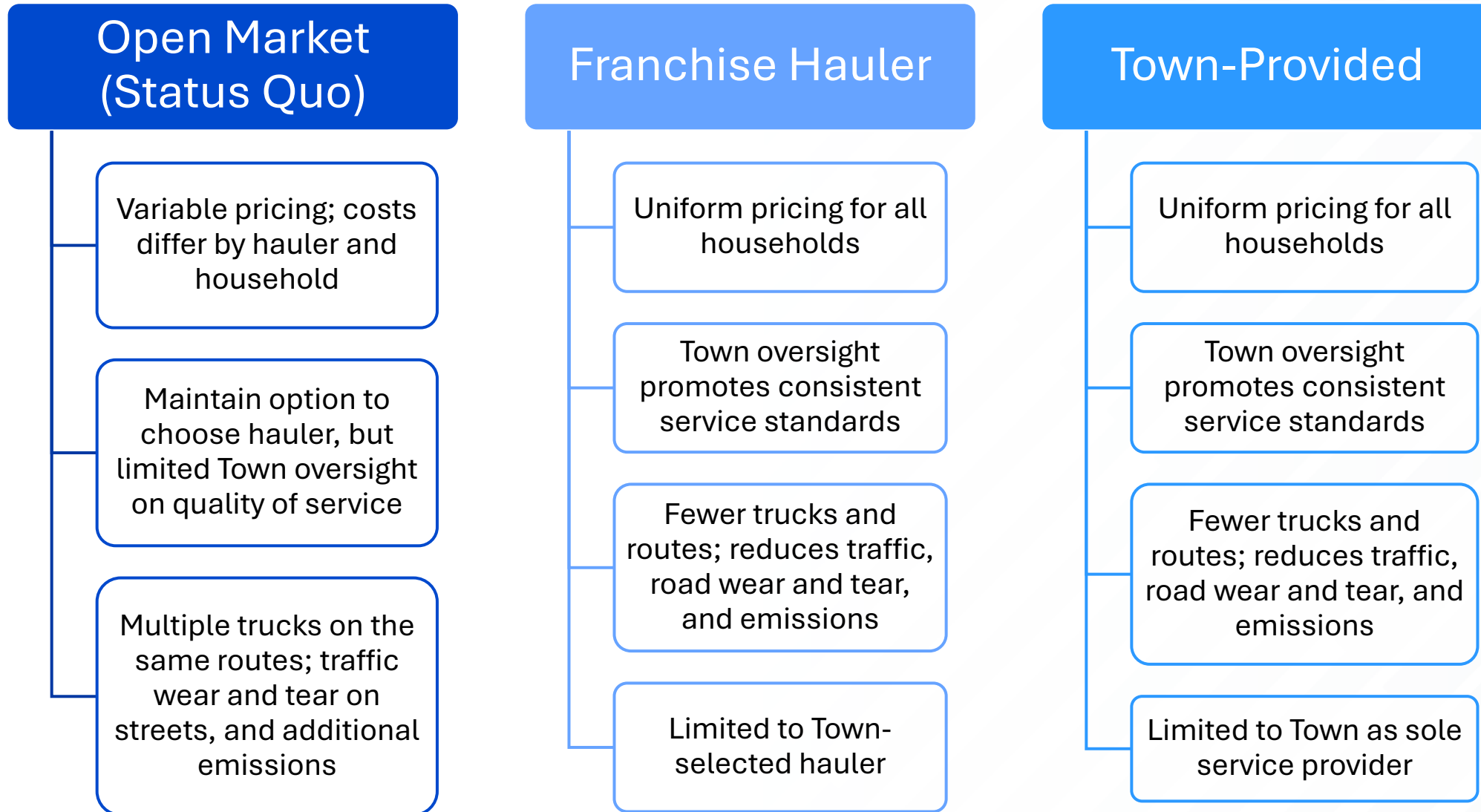
- Develop Clear and Actionable Recommendations
- Go/No Go Decision
- Implementation Plan

Public Engagement

03

OPTIONS
EVALUATED





04

PUBLIC ENGAGEMENT



Hauler Interviews





REPUBLIC[®]
SERVICES





Interview Polling Questions	Response	Quantity
Concern with Town-Provided Service	Neutral	2
	Neutral-Slightly Concerned	1
	Very Concerned	1
Interest Level in Franchise Service	Very Interested	2
	Interested	2



Concern with Town-Provided Services

- Cities may struggle operationally
- Risky operation
- Haulers have economies of scale

Transition to Town-Provided Service

- Minimum of 90 days notice
- Early coordination on service start date and cart logistics
- Town-provided cart staging and removal area is ideal

Interest in Franchise Service

- Engage with haulers to help shape RFP
- 12-18 months for RFP process
- Utilize best-value bid process

HOAs/Metro District Interviews





Windshire

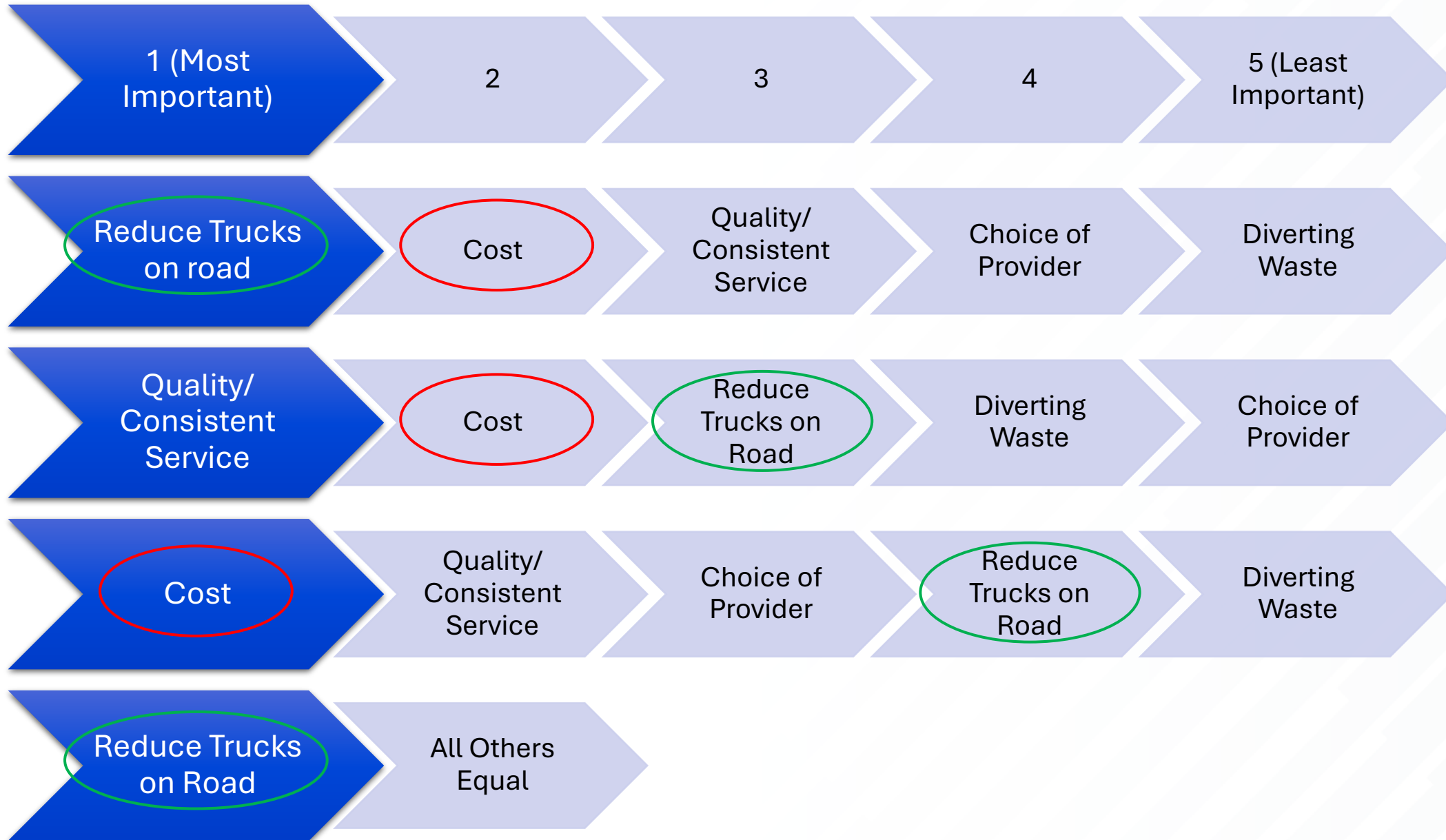
**Water
Valley**

Greenspire

**Highland
Meadows**

Each HOA/MD interviewed represents multiple areas

HOA/Metro District Interviews // Most Important Attributes



CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION



Scenario	Benefits	Challenges
Open Market Services	<ul style="list-style-type: none"> • Choice in service provider • Flexibility to switch providers • Potential cost savings with competition 	<ul style="list-style-type: none"> • Truck traffic • Coordination between Residents/HOAs/Haulers • Potential parking challenges
HOA-Contracted Service	<ul style="list-style-type: none"> • Ability to negotiate lower rates • Ability to negotiate additional services 	<ul style="list-style-type: none"> • Less control by resident • Increased admin burden for HOA • Increased HOA dues for admin
Town-Provided Service	<ul style="list-style-type: none"> • Residents neutral if cost is not impacted • Service levels and responsiveness • Communication with one entity 	<ul style="list-style-type: none"> • Seeking more information • Concern about cost and service quality • Concern about ability to opt-out

Residential Online Survey



Response Overview

Windsor Residential Community Survey

1,200

Total Resident Responses

- 24% from D5
- 22% from D4
- 19% from D3
- 15% from D6
- 14% from D1
- 5% from D2

75%

Single-Family Residents

that directly contract for services on the open-market

11%

HOA or Metro District Residents

that receive services through their HOA or Metro District

6%

HOA or Metro District Residents

that have a mandated hauler through their HOA/Metro District but contract directly with hauler

6%

HOA or Metro District Residents

that directly hire for services on the open-market

2%

Single-Family or Multifamily

that have no curbside collection service

Overall Curbside Collection Services

82%

Have curbside trash collection service

70%

Have curbside recycling collection service

18%

Have curbside yard waste collection service

7%

Have curbside bulky item collection service

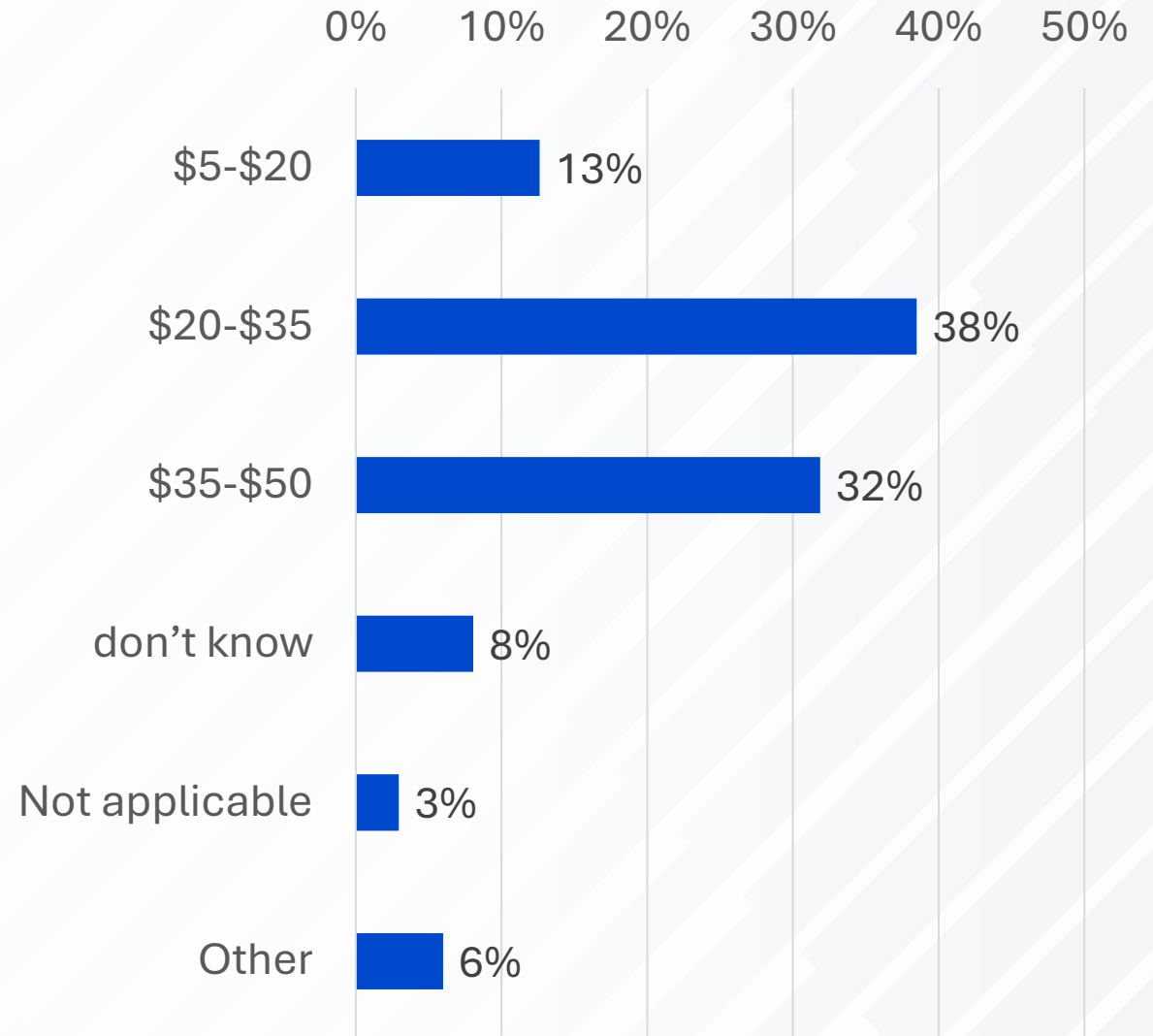
Out of all survey respondents



Utilized Haulers & Costs

Most Reportedly Used Haulers

- 39%** Mountain High Disposal
- 23%** Waste Connections (Ram Waste Services & Mountain West Disposal)
- 22%** Waste Management
- 10%** Republic Services
- 6%** Other/Don't Know

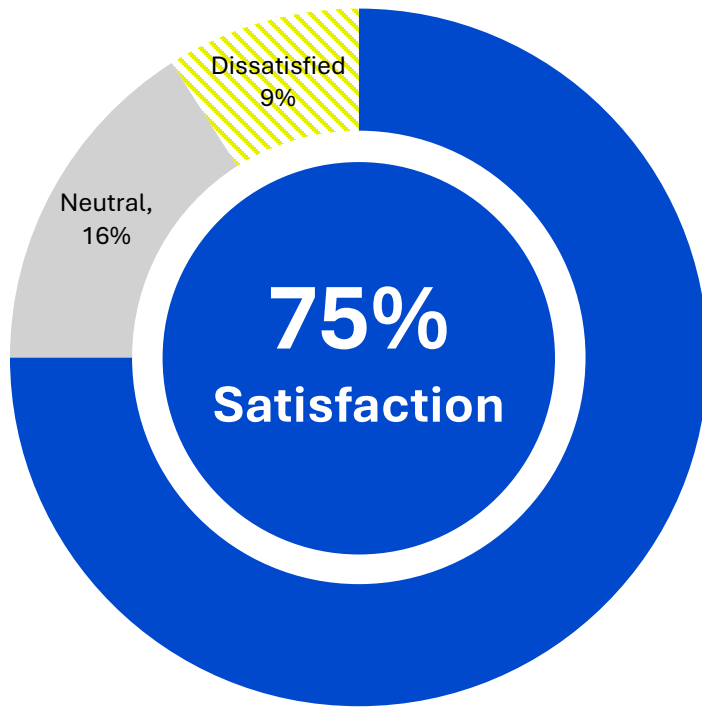


**“Other” responses stated that their cost was included in their HOA dues, that they were billed at a different frequency for a higher price, or that they were billed at the same frequency for a higher price (\$50-\$100 per month)*



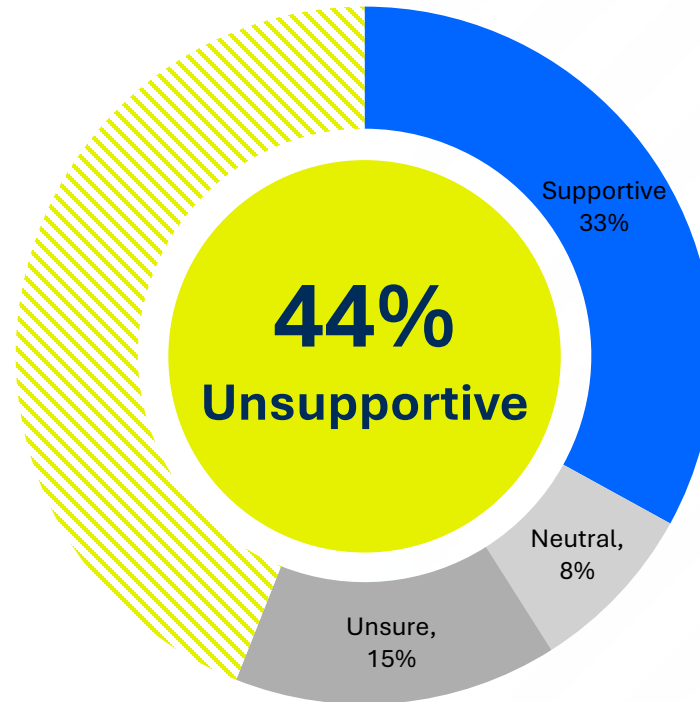
Beginning Support Questions

Overall Satisfaction Current Services



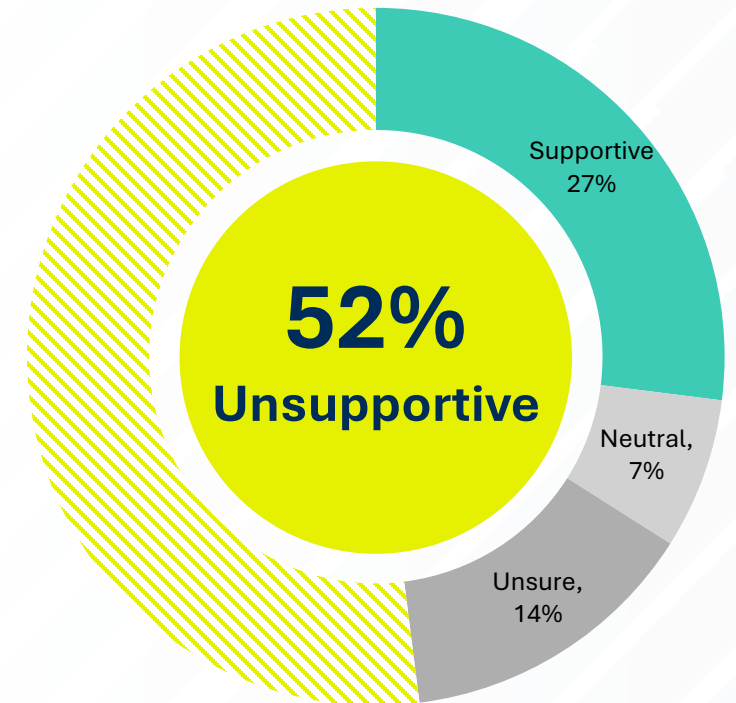
Residents are overall satisfied to very satisfied with their curbside collection services

Overall Support Town-Provided Service



Some support for a town-provided service – mostly unsupportive to very unsupportive

Overall Support Town-Contracted Service



Less support for a town-contracted service - mostly unsupportive to very unsupportive



Ending Support Questions

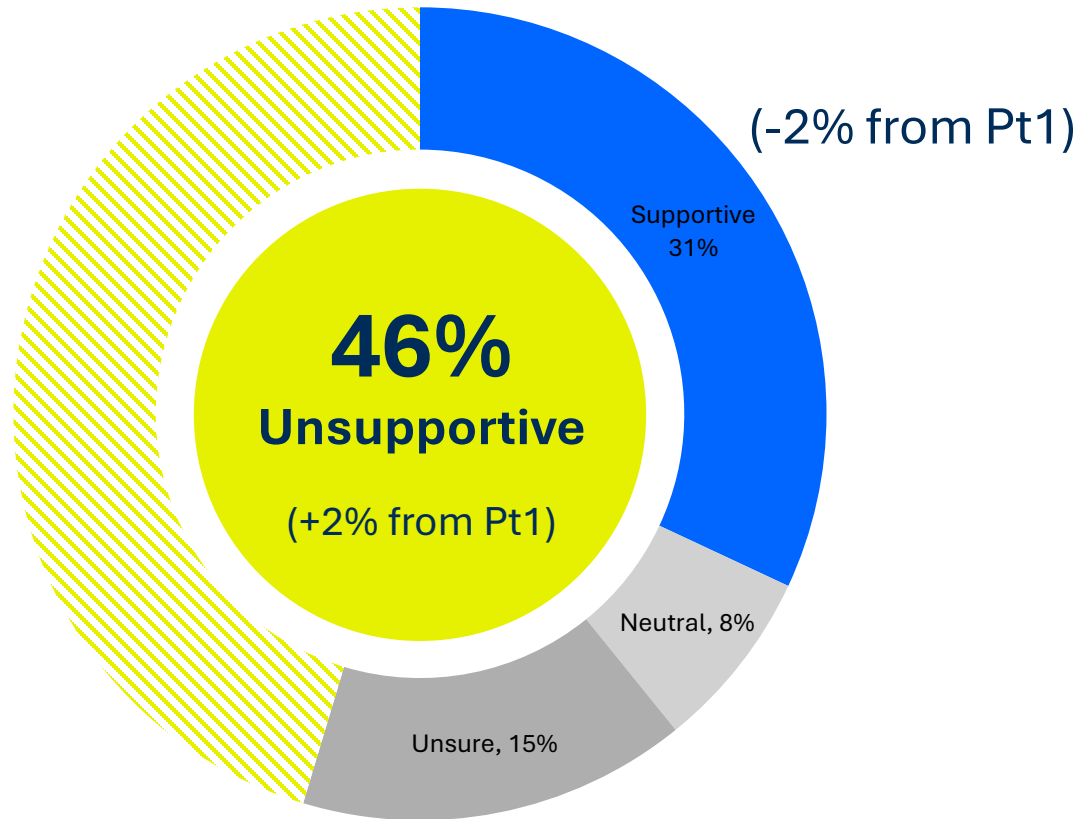
Percentage Changes

*Support for both options dropped by 2% when respondents were asked for a second time

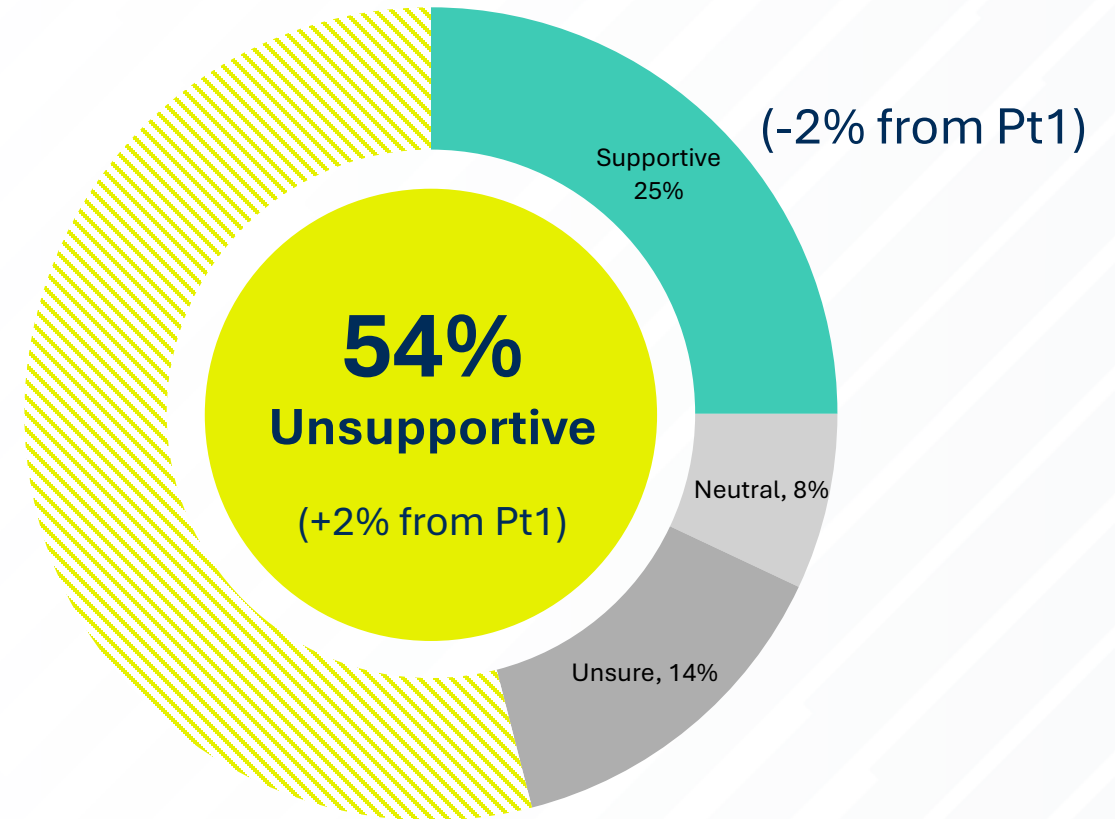


CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Overall Support Town-Provided Service (Part 2)



Overall Support Town-Contracted Service (Part 2)



Community Goals

Respondents ranked the following goals from most important to least important

- 1 Affordable cost
- 2 Quality, consistent service
- 3 Choice of service provider
- 4 Diverting waste from landfills/ prolonging the life of landfills by recycling
- 5 Reducing the number of collection vehicles on Town roads per day



05

RISK ASSESSMENT MATRIX



Risk Assessment Matrix // Overview



		Event Probability					
		Frequent	Likely	Occasional	Seldom	Unlikely	
		Expected to occur regularly (multiple times per year)	Will probably occur at least once per year	May occur every few years	Unlikely, but could occur during the program lifecycle	Rare; would require unusual or unforeseen conditions	
Impact (Consequence Severity)	Extreme	Severe disruption to service delivery, major financial loss, significant regulatory violation, or sustained reputational damage affecting public trust	E	E	H	H	M
	High	Major operational disruption, notable cost overruns, compliance issues requiring corrective action, or public complaints/media attention	E	H	H	M	L
	Moderate	Manageable service impacts, moderate financial variance, minor compliance issues, or localized public dissatisfaction	H	H	M	L	L
	Low	Minor operational inconvenience, small budget variance, minimal regulatory concern, or limited public awareness	M	M	L	L	L
	Negligible	No meaningful impact on service delivery, cost, compliance, or reputation	L	L	L	L	L

KEY:

E - Extreme Risk: Immediate mitigation required; not acceptable without controls

H - High Risk: Active mitigation plan required prior to implementation

M - Medium Risk: Manage through defined controls and monitoring

L - Low Risk: Acceptable; monitor periodically

Risk Assessment Matrix // Results



Potential Risk Event for Town-Provided Collection	Event Probability	Impact	Risk Level
Operational			
Service Transition Confusion	Likely	Moderate	H
Billing & Customer Service Integration	Occasional	Moderate	M
Phasing Failure Risk	Occasional	Low	L
Technology Implementation Risk	Occasional	Low	L
Service Disruptions	Occasional	Moderate	M
Driver Staffing Limitations	Likely	High	H
Mechanics Staffing Limitations	Likely	High	H
Workplace Safety	Occasional	High	H
Alley Service Challenges	Occasional	Moderate	M
Transfer Station or Landfill Constraints	Seldom	Low	L

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Potential Risk Event for Town-Provided Collection	Event Probability	Impact	Risk Level
Financial			
Capital Cost Escalation	Occasional	High	H
Operating Cost Escalation	Likely	Moderate	H
Operating Cost Overruns (Rate under-collection)	Occasional	Moderate	M
Operating Cost Overruns (Unexpected fleet/facility replacement)	Likely	High	H
Liability Claim	Occasional	Moderate	M

Risk Assessment Matrix // Results



Potential Risk Event for Town-Provided Collection	Event Probability	Impact	Risk Level
Regulatory			
Hauler Legal Challenge Risk	Unlikely	Low	L
Compliance Risk (CDPHE, EPA, CAA)	Seldom	Moderate	L
Compliance Risk (DOT)	Occasional	High	H
Regulatory Change	Occasional	Moderate	M
Contracting Risk	Seldom	High	M
Reputational			
Public Opposition	Likely	Moderate	H
Negative Public Perception	Occasional	Moderate	M

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

06

EVALUATION CRITERIA MATRIX





Economic Impacts

- Cost per Household
- Rate Stability

Impacts to Town

- Level of Effort to Implement:
 - Billing
 - Customer Service
 - Operations/ Maintenance
- Flexibility to address Town growth

Environmental Impacts

- Collection Efficiency
- Environmental Impacts
- Safety Impacts

Stakeholder Impacts

- Elected Officials
- Residents
- HOAs/ Metro Districts
- Private Haulers
- Customer Satisfaction

Evaluation Criteria Matrix // Score Options



	Score Options				
	-2	-1	0	1	2
Economic Impacts					
Cost per Household	Very High	High	Medium	Low	Very Low
Rate Stability	Highly Unstable	Unstable	Neutral	Stable	Highly Stable
Impacts to Town					
Level of Effort to Implement					
Billing	Very High	High	Medium	Low	Very Low
Customer Service	Very High	High	Medium	Low	Very Low
Operations and Maintenance	Very High	High	Medium	Low	Very Low
Flexibility to Address Growth in Town	Very Inflexible	Inflexible	Neutral	Flexible	Very Flexible
Environmental Impacts					
Collection Efficiency	15	12	10	8	5
Environmental Impacts	Significant Negative Impact	Negative Impact	Neutral Impact	Positive Impact	Significant Positive Impact
Safety Impacts	Significant Negative Impact	Negative Impact	Neutral Impact	Positive Impact	Significant Positive Impact
Stakeholder Impacts					
Elected Officials	Significant Negative Impact	Negative Impact	Neutral Impact	Positive Impact	Significant Positive Impact
Residents	Significant Negative Impact	Negative Impact	Neutral Impact	Positive Impact	Significant Positive Impact
HOAs	Significant Negative Impact	Negative Impact	Neutral Impact	Positive Impact	Significant Positive Impact
Private Haulers Market Share	Significant Negative Impact	Negative Impact	Neutral Impact	Positive Impact	Significant Positive Impact
Customer Satisfaction	Very Low	Low	Neutral Impact	High	Very High

Evaluation Criteria Matrix // Results



	Weight	Option 1 Open Market (Status Quo)	Option 2 Franchise Hauler	Option 3 Phased Approach	Option 4 Town-Provided Service
Economic Impacts					
Cost per Household	25%	-2	0	0	0
Rate Stability	25%	-2	0	1	2
Impacts to Town					
Level of Effort to Implement					
Billing	10%	2	-1	-1	-1
Customer Service		2	0	0	0
Operations and Maintenance		2	0	-1	-1
Flexibility to Address Growth in Town	5%	1	2	1	1
Environmental Impacts					
Collection Efficiency	15%	-2	2	0	2
Environmental Impacts	2.5%	-1	0	1	1
Safety Impacts	2.5%	-1	0	1	1
Stakeholder Impacts					
Elected Officials	5%	0	-1	-1	-1
Residents		0	1	1	2
HOAs		0	1	1	1
Private Haulers Market Share		2	-1	-1	-2
Customer Satisfaction	10%	0	1	1	1
Overall Favorability Score (-5 to 5)		-2.7	1.2	1.0	2.3

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

07

FINANCIAL ANALYSIS





Town-Provided

**Scenario 1:
Open Market
(Status Quo)**



**Scenario 2:
Franchise
Hauler**



**Scenario 3:
Upgrade Existing
Facilities**



**Scenario 4:
Develop New
Infrastructure**





Services Provided

- Trash: weekly collection
- Recycling: every other week collection
- No Yard & Brush waste collection
- No Bulky waste collection

Recycling

- Universal service provision
- Potential The Recycling Partnership grant to purchase recycling carts
- Potential Circular Action Alliance reimbursement applied for recycling costs

Costs

- Household Cost
 - Assumed Fort Collins modified cost to households for all scenarios
- Collection Vehicles
 - 6 Trash & 3 Recycling
- New Facility
 - 17,800 square foot facility
 - 3 acres needed
 - Town may have land available

Financial Analysis // Operational Comparison – Routing & Equipment



	Open Market (Status Quo)	Town- Contracted	Town-Operated		Windsor White Paper
	Scenario 1	Scenario 2	Scenario 3	Scenario 4	
Single-Family Households	16,906	16,906	16,906	16,906	13,500
Number of Routes					
Trash	--	--	5	5	--
Recycling	--	--	2	2	--
Total Routes	--	--	7	7	7
Number of Town Vehicles					
Automated Side Loaders	--	--	9	9	--
Pickup Trucks/Fleet Vehicles	--	--	1	1	--
Total Vehicles	--	--	10	10	7
Total Annual Vehicle Cost	\$0	\$0	\$1,356,400	\$1,356,400	\$478,600
Number of Carts					
Trash Carts	--	18,785	18,785	18,785	13,500
Recycling Carts	--	18,785	18,785	18,785	13,500
Total Carts	--	37,570	37,570	37,570	27,000
Total Annual Cart Cost	\$0	\$273,900	\$273,900	\$273,900	\$212,000

Note: Windsor White Paper values were extrapolated and aligned with corresponding line items as closely as possible; however, they may not match on a strict one-to-one basis

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Financial Analysis // Operational Comparison – Staffing



	Open Market (Status Quo)	Town- Contracted	Town-Operated		Windsor White Paper
	Scenario 1	Scenario 2	Scenario 3	Scenario 4	
Single-Family Households	16,906	16,906	16,906	16,906	13,500
Department Manager	--	--	1.00	1.00	1.00
Director of Public Works	--	0.25	0.25	0.25	
Billing Representative	--	1.00	1.00	1.00	1.00
Customer Service Rep	--	1.00	1.00	1.00	
Technologist	--	--	--	--	
Education and Outreach	--	--	--	--	
Fleet Mechanic	--	--	2.00	2.00	2.00
Maintenance Supervisor	--	--	0.25	0.25	1.00
ASL Operators	--	--	9.00	9.00	12.00
Route Supervisors	--	--	1.00	1.00	
Total Town Employees	--	2.25	15.50	15.50	17.00
Total Annual Staffing Cost	\$0	\$209,100	\$1,578,400	\$1,578,400	\$1,250,000

Note: Windsor White Paper values were extrapolated and aligned with corresponding line items as closely as possible; however, they may not match on a strict one-to-one basis

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Financial Analysis // Financial Comparison – Annual Operating Costs



	Open Market (Status Quo)	Town- Contracted	Town-Operated		Windsor White Paper
	Scenario 1	Scenario 2	Scenario 3	Scenario 4	
Single-Family Households	16,906	16,906	16,906	16,906	13,500
Equipment	\$0	\$0	\$1,356,400	\$1,356,400	\$478,600
Personnel	\$0	\$209,100	\$1,578,400	\$1,578,400	\$1,250,000
Carts	\$0	\$273,900	\$273,900	\$273,900	\$212,000
Administrative	\$0	\$84,500	\$118,300	\$118,300	\$35,700
Facility	\$0	\$0	\$806,300	\$912,800	\$33,000
Contractor Collection Cost	\$10,506,500	\$10,506,500	\$0	\$0	\$0
Landfill Disposal	\$0	\$0	\$1,217,200	\$1,217,200	\$972,000
Recycling Processing	\$0	\$0	\$236,700	\$236,700	\$108,000
CAA Reimbursement	\$0	-\$1,464,300	-\$725,700	-\$739,600	\$0
Subtotal	\$10,506,500	\$9,609,700	\$4,861,500	\$4,954,100	\$3,089,600
Working Capital and Reserves	\$0	\$79,000	\$119,900	\$122,200	\$76,200
General Fund Transfer	\$0	\$97,900	\$262,200	\$267,200	\$166,600
Subtotal	\$10,506,500	\$9,786,600	\$5,243,600	\$5,343,500	\$3,332,400
5% Contingency	\$0	\$0	\$262,200	\$267,200	\$166,600
Total	\$10,506,500	\$9,786,600	\$5,505,800	\$5,610,700	\$3,499,000

Note: Windsor White Paper values were extrapolated and aligned with corresponding line items as closely as possible; however, they may not match on a strict one-to-one basis.

Financial Analysis // Financial Comparison – Annual Net Profit



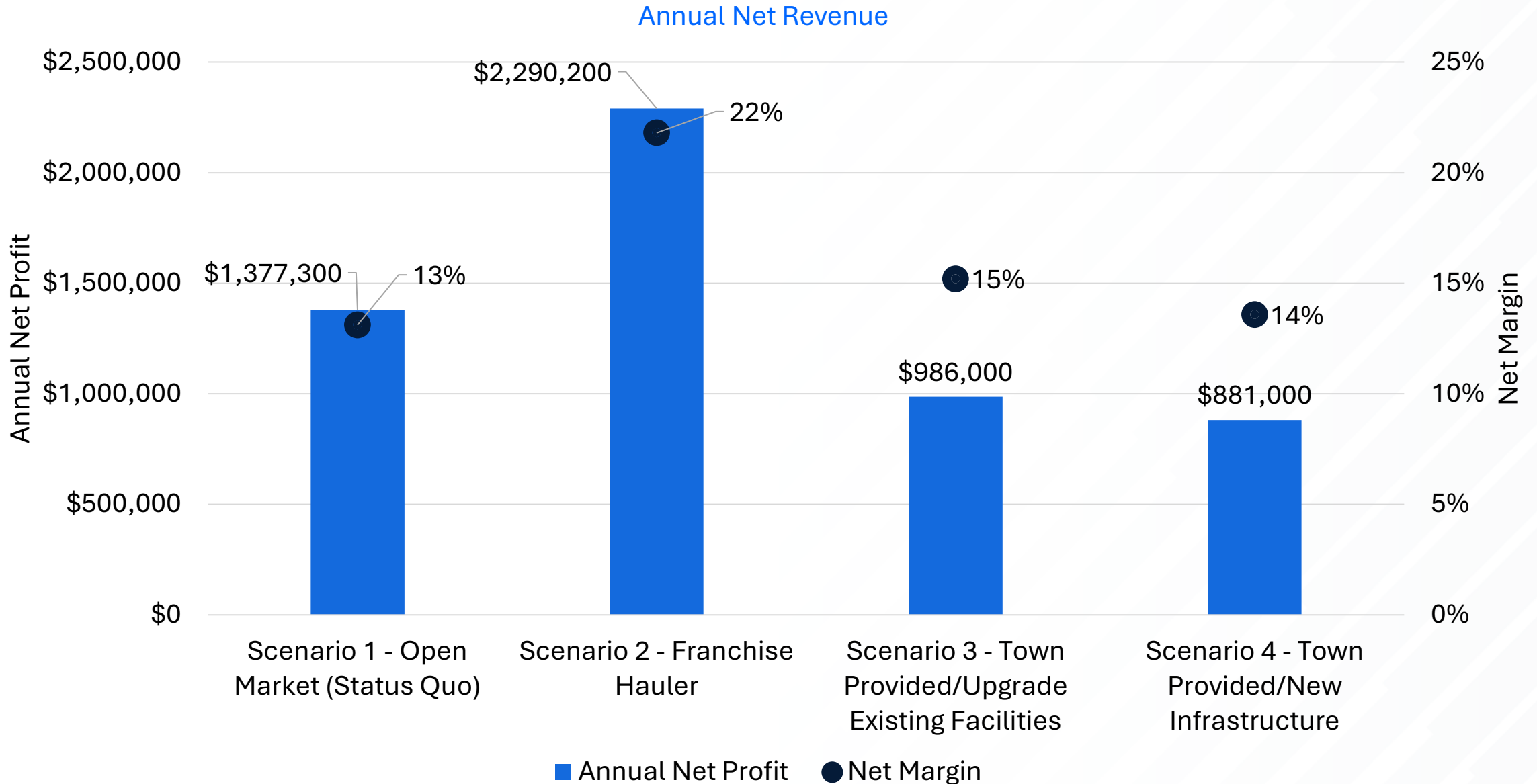
	Open Market (Status Quo)	Town- Contracted	Town-Operated		Windsor White Paper
	Scenario 1	Scenario 2	Scenario 3	Scenario 4	
Single-Family Households	16,906	16,906	16,906	16,906	13,500
Cost per HH per Month for Private Hauler	\$45.00	\$40.50	N/A	N/A	--
Cost per HH per Month for City	N/A	N/A	\$27.14	\$27.66	\$22.46
Cost per HH per Month for Resident	\$51.79	\$51.79	\$51.79	\$51.79	\$25.93
Annual Revenue from Residents	\$10,506,500	\$10,506,500	\$10,506,500	\$10,506,500	\$4,200,700
Annual Cost for Private Hauler	\$9,129,200	\$8,216,300	N/A	N/A	--
Annual Cost for City	N/A	N/A	\$5,505,700	\$5,610,700	\$3,499,000
Net Profit for Private Hauler	\$1,377,300	\$2,290,200	N/A	N/A	N/A
Net Profit for City	N/A	N/A	\$5,000,800	\$4,895,800	\$701,700
Net Margin	13%	22%	48%	47%	17%
Revised Cost per HH per Month for Residents			\$32.00	\$32.00	
Revenue per Year from Residents			\$6,492,000	\$6,492,000	
Annual Cost for City			\$5,506,000	\$5,611,000	
Annual Profit for City			\$986,000	\$881,000	
Revised Net Margin			15%	14%	

Note: Cost to residents is the same in all scenarios

Note: Windsor White Paper values were extrapolated and aligned with corresponding line items as closely as possible; however, they may not match on a strict one-to-one basis

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Financial Analysis // Financial Comparison – Summary of Options



CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION

Financial Analysis // Financial Comparison – Initial Capital Investment



	Open Market (Status Quo)	Town- Contracted	Town-Operated		Windsor White Paper
	Scenario 1	Scenario 2	Scenario 3	Scenario 4	
Single-Family Households	16,906	16,906	16,906	16,906	13,500
Equipment	\$0	\$0	\$3,645,000	\$3,645,000	\$3,600,000
Carts	\$0	\$1,972,400	\$1,972,400	\$1,972,400	\$1,620,000
Facility	\$0	\$0	\$12,394,900	\$14,032,200	\$1,000,000
Total	\$0	\$1,972,400	\$18,012,300	\$19,649,600	\$6,220,000

Note: Windsor White Paper values were extrapolated and aligned with corresponding line items as closely as possible; however, they may not match on a strict one-to-one basis

CONFIDENTIAL BUSINESS, FINANCIAL AND PROPRIETARY INFORMATION



DRAFT FINDINGS





Hauler Feedback

- Concerned about losing business under changes to the open market system
- Generally, prefer a competitive RFP process over Town-provided service



HOA/Metro District Feedback

- Mixed views on the open market system
- Recognize benefits of single-hauler operations for cost and service consistency



Public Engagement Feedback

- Most concerned about cost
- Stronger support for Town-provided service than private sector hauler contracts



Risk Assessment Matrix

- Risks identified across all options, though mitigation strategies are available

Evaluation Criteria Matrix

- Town-provided service ranked most favorable
- Followed by single-hauler service
- Open market ranked least favorable

Financial Analysis

- Both Town-provided and single-hauler systems are financially viable



Thank You



	Town-Operated	
	Scenario 3	Scenario 4
Admin – sq ft	2,300	2,300
Vehicle Storage – sq ft	13,800	13,800
Maintenance – sq ft	1,700	1,700
Total Acreage Needed	3.00	3.00
Subtotal	\$7,966,500	\$9,018,800
Fueling	\$1,405,800	\$1,591,600
Facility Cost, Planning, Permitting, and Design	\$10,778,100	\$12,201,900
Land Cost	\$0	\$0
Subtotal	\$10,778,100	\$12,201,900
Contingency (15%)	\$1,616,700	\$1,830,300
Total	\$12,394,800	\$14,032,200
Annual Cost	\$806,300	\$912,800

Note: Windsor White Paper values were extrapolated and aligned with corresponding line items as closely as possible; however, they may not match on a strict one-to-one basis



MEMORANDUM

Date: June 8, 2026
To: Mayor and Town Board
From:
Re: Windsor Severance Fire Protection District Fee Waiver IGA Discussion
Item #: 3.

Background / Discussion:

Presentation and Discussion by the Windsor-Severance Fire Protection District ("WSFPD")

The Town and the WSFPD currently have an IGA that requires the Town to collect emergency service impact fees for the WSFPD. The Town Code also reflects the language of the IGA.

Under state statute, the WSFPD has the authority to collect its own fees. The WSFPD is requesting that the Town suspend the current IGA as it pertains to the discussed fees and allow the WSFPD to assess and collect its own fees going forward.

Financial Impact:

N/A

Relationship to Strategic Plan:

Promote Effective Governance

Recommendation:

CC:

Attachments:

1. 20260527 Suspension of Impact Fee IGA_Windsor
2. 4-28-21 Fire District Impact Fees IGA (Fully Executed)
3. Ordinance 2021-1623

**AGREEMENT TO SUSPEND
THE INTERGOVERNMENTAL AGREEMENT FOR THE
ASSESSMENT, COLLECTION, AND REMITTANCE OF
EMERGENCY SERVICES IMPACT FEES
OF WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT**

This Agreement to Suspend (“Agreement”) is entered into by and between the Town of Windsor (“Town”) and the Windsor-Severance Fire Protection District (“District”), effective as of June 8, 2026 (“Effective Date”). The Town and the District are referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Town is a home rule municipality of the State of Colorado (“State”) and the District is a political subdivision of the State, formed pursuant to Title 32, Colorado Revised Statutes (“C.R.S.”);

WHEREAS, the District was formed to provide fire suppression, fire prevention, emergency medical, emergency rescue, and hazardous materials services (collectively, “Emergency Services”), as well as other services, to the citizens and their property within its jurisdiction, and to individuals passing through its jurisdiction and is a fire protection district as that term is defined in section 32-1-103(7), C.R.S.;

WHEREAS, the District’s jurisdiction currently encompasses property that lies within the Town’s jurisdictional boundaries;

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees, which was signed on behalf of the Town on April 26, 2021, and on behalf of the District on April 28, 2021 (“Impact Fee Agreement”);

WHEREAS, the Impact Fee Agreement contemplated imposition and collection of an impact fee by the Town and delivery of the collected fee to the District pursuant to prior statutory authorization; and

WHEREAS, due to updates to the applicable laws related to the imposition and collection of fire protection district impact fees, the Parties desire to enter into this Agreement to suspend the Impact Fee Agreement and acknowledge the District will be solely responsible for all collection of its impact fees unless and until a future amendment to or renegotiation of the Impact Fee Agreement can be completed;

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

AGREEMENT

- 1. Purpose.** This Agreement is intended to suspend the Impact Fee Agreement for all purposes and to provide baseline expectations for future coordination between the Parties on future developments within their shared boundaries.
- 2. District Impact Fees.** The District has the authority to impose and collect impact fees pursuant to § 32-1-1002(1)(d.5), C.R.S. (“Impact Fee Statute”). The Town waives any requirement for notice under the Impact Fee Statute for the District’s current adopted Impact Fee Schedule, which was previously provided to the Town. From the Effective Date forward, the Town shall have no responsibility to impose or collect District impact fees. Except as set forth in Paragraph 3 below, the District shall be solely responsible for coordinating with applicants for new development within the District to confirm and collect applicable impact fees.
- 3. Future Procedure.** The Town and District agree to act in good faith and maintain transparent communication on issues related to future development within their shared boundaries. This shall include the Town using reasonable efforts to confirm that building permit applicants for new development within the Town have paid the applicable District impact fees prior to issuing a final certificate of occupancy for the respective permit. Furthermore, the Parties shall confer on potential amendment to or renegotiation of the Impact Fee Agreement to determine if the Town may assume collection responsibilities for District impact fees in the future.
- 4. Effective Date and Term.** This Agreement shall take effect immediately upon approval by both the Town and the District as of the Effective Date. As of the Effective Date, the Impact Fee Agreement shall be suspended and neither Party shall have any on-going obligations under its terms.
- 5. 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, §§ 24-10-101, C.R.S., *et seq.*
- 6. 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 agreement, oral or written, with respect thereto.
- 7. 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 Rescue
Attn: Fire Chief
100 N. 7th Street
Windsor, CO 80550

- 8. Financial Obligations of the Parties.** Any financial obligation of a Party under this Agreement is contingent upon budgeting, appropriation and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of a Party's credit, or a payment guarantee by one Party to the other.
- 9. 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 with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediator or mediation service within the State of Colorado. Such mediation shall be conducted within ninety (90) days following either Party's request therefor. If such dispute or claim is not settled through mediation, then either Party may institute a civil action in the District Court for Weld County.
- 10. Miscellaneous.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in Weld County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties be required to exercise any power or take any action which is prohibited by applicable law. 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. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF WINDSOR, a home rule
Municipality of the State of Colorado

WINDSOR-SEVERANCE
FIRE PROTECTION DISTRICT, a public
entity of the State of Colorado

By: _____
Mayor Julie Cline

By: _____
Board President Andrew Rosen

Date: _____

Date: _____

ATTESTED:

ATTESTED:

Town Clerk Karen Frawley

Board Secretary Deborah Lutz

**INTERGOVERNMENTAL AGREEMENT
FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY
SERVICES IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between the Town of Windsor ("**Town**") and the Windsor-Severance Fire Protection 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 home rule municipality of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*; and

WHEREAS, the District was organized to provide fire protection, rescue, and emergency services (collectively, "**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, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.; and

WHEREAS, the District obtained an Impact Fee Report dated January 12, 2021 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("**Nexus Study**"). The Nexus Study recommended an Impact Fee schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Impact Fee Schedule**"); and

WHEREAS, on January 14, 2021, the District's Board of Directors ("**Board**") adopted Resolution 2021-02 approving the Impact Fee Schedule recommended by the Nexus Study. A copy of Resolution 2021-02 and the approved Impact Fee Schedule is attached as **Exhibit A**; and

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the District Impact Fee, and the details of assessment, collection, and remittance, all in accordance with the requirements of C.R.S. § 29-20-104.5 ("**Act**").

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

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "**Development Permit**" and "**Capital Facility(ies)**" shall be defined as provided in Sections 29-20-103(1) and 29-20-104.5(4), C.R.S., respectively, including any amendments thereto.

2. Establishment of District Impact Fee.

a. If the Town Board by ordinance adopts the District Impact Fee (as defined below), the Town

agrees to impose an impact fee on new development that currently is located within both the Town and the District, or that in the future becomes located within the Town and the District, in accordance with the Impact Fee Schedule attached as **Exhibit A ("District Impact Fee")**. The District Impact Fee shall be imposed on all new development for which a building permit application is submitted to the Town on or after August 1, 2021. On or before December 1 of each year, the District shall confirm in writing the Impact Fee Schedule to be effective for any District Impact Fees collected beginning on January 1 of the following year.

b. The District will update the Nexus Study no less frequently than every seven years ("**Updated Nexus Study**"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then by September 1 of the then-current calendar year, the District Board shall, after considering such recommendations, adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"). On or before September 10 of the then-current calendar year, the District shall submit a copy of the Updated Impact Fee Schedule to the Town, together with a request for its implementation in the next calendar year. The Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. Procedures for Assessment, Collection, and Remittance.

a. On behalf of the Town and the District, the District shall confer with developers of land within the District's service area as development proposals arise, and will assess the impacts thereof in order to determine whether an impact fee should be imposed to defray the impacts of any proposed development within the District's service area according to the then-current Impact Fee Schedule.

b. At the time the Town issues a schedule of the various building permit-related estimated fees to a developer or building permit applicant ("**Applicant**"), it shall include the applicable District Impact Fee as part of the estimated fees for issuance of a final Building Permit.

c. Unless the Parties mutually agree in writing to another procedure, the Town shall collect any District Impact Fee owed by the Applicant at the same time the Town collects all other fees from the Applicant. The Town shall have the option to (i) direct the Applicant to pay the District Impact Fee by separate check made out to the District, or (ii) collect the District Impact Fee and transmit the District Impact Fee to the District in accordance with the Intergovernmental Agreement for Collection and Disbursement of Fee Revenue dated July 17, 2012 between the Town and the District, as amended. The Town shall promptly deliver any checks for District Impact Fees to the District. The Town shall not issue a building permit in connection with the new development until it has received payment for the District Impact Fee in accordance with this sub-section.

d. The District shall assure that no Applicant shall be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed, and no District Impact Fee shall be imposed on an Applicant if the Applicant already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the Applicant has voluntarily contributed money for such other Capital Facility in an equitable amount. Prior to collection of any District Impact Fee, the District shall notify the Town of any excuse from the payment of the District Impact Fee for any reason, as set forth in sub-paragraph g below.

e. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

f. Nothing contained in this Agreement shall invalidate any existing agreement for impact fees or development charges between the District and an Applicant to pay for Capital Facilities.

g. Upon written notification from the District to the Town, the Town shall waive the District's Impact Fee on the development of low- or moderate- income housing or affordable employee housing, as defined by the Town ("**Low Income/Affordable Housing Development**"), or on any other development by a governmental entity with a demonstrated public purpose. Furthermore, the District shall notify the Town in writing if the District is reducing the District Impact Fee for an Applicant who voluntarily installs a qualifying sprinkler system, consistent with the Impact Fee Schedule.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect through December 31, 2041 ("Termination Date"), unless otherwise terminated as provided below. At any point during the term of this Agreement, the Parties may negotiate extensions or renewals as circumstances may require.

5. Termination.

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The District may at any time terminate this Agreement upon 180 calendar days' prior written notice to the Town.

c. The Town may at any time terminate this Agreement upon 180 calendar days' prior written notice to the District.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10-day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law.

7. 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.*

8. 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 its subject matter.

9. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered with written confirmation of receipt 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. 7th 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 with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of an established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's request therefor. If such dispute or claim is not settled through mediation, then either Party may institute a civil action in the District Court for Larimer County.


11. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. 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. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Nothing herein shall be deemed a multiple fiscal-year obligation by either Party; all future fiscal year financial obligations, if any, under this Agreement shall be subject to annual appropriation.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF WINDSOR

By: 
Shane Hale, Town Manager
Date: 4-26-2021

**WINDSOR-SEVERANCE
FIRE PROTECTION DISTRICT**

By: 
Matt Pearson, Board President
Date: 4-28-2021

ATTEST:

Karen Frawley, Town Clerk

ATTEST:

Andrew Rosen, Board Secretary

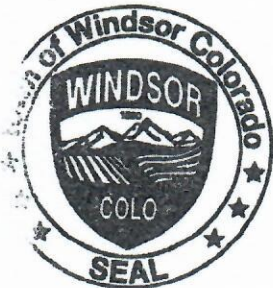


EXHIBIT A

(Impact Fee Schedule and Resolution 2021-02)

**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

Residential	
Single Family Residential	\$693.00 per Dwelling Unit
Multi-Family Residential	\$272.00 per Dwelling Unit

Nonresidential	
Commercial	\$0.35 per square foot
Industrial	\$0.35 per square foot

No individual landowner is required to provide any site-specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule.

Developments which voluntarily install a sprinkler system consistent with current fire code recommendations, as confirmed by the District, shall qualify for a 75% reduction in assessed impact fees.

TOWN OF WINDSOR

ORDINANCE NO. 2021-1623

AN ORDINANCE AMENDING CHAPTER 15 OF THE *WINDSOR MUNICIPAL CODE* TO IMPLEMENT A FIRE AND RESCUE SERVICE IMPACT FEE TO FUND CAPITAL FACILITIES NECESSARY FOR THE PROVISION OF FIRE PROTECTION, RESCUE, AND EMERGENCY SERVICES BY THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT IN ACCORDANCE WITH SECTION 29-20-104.5 OF THE COLORADO REVISED STATUTES

WHEREAS, the Town of Windsor is a home rule municipality with all powers conferred under Colorado law; and

WHEREAS, the Town has a long history of cooperative relations with local special districts, including the Windsor-Severance Fire Protection District (“District”); and

WHEREAS, the District 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, pursuant to §32-1-1002(1)(d.5), the District has authority to receive and spend impact fees or other similar development charges imposed pursuant to the provisions described in §29-20-104.5, C.R.S.; and

WHEREAS, the District obtained an Impact Fee Report dated January 12, 2021 to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's capital facilities; and

WHEREAS, the Impact Fee Report recommended an Impact Fee Schedule for both residential and non-residential development at a level no greater than necessary to defray the impacts of new development on the District's capital facilities; and

WHEREAS, on January 14, 2021, the District's Board of Directors adopted Resolution 2021-02 approving the Impact Fee Schedule as recommended in the Impact Fee Report; and

WHEREAS, the District has presented its Impact Fee Report and Impact Fee Schedule to the Town Board for consideration and implementation through an *Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees*; and

WHEREAS, the Town Board has approved and adopted the *Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees*; and

WHEREAS, in accordance with C.R.S. § 29-20-104.5(1)(a), requires that the District's impact fee be legislatively adopted by the Town Board; and

WHEREAS, by its adoption of this Ordinance, the Town Board hereby legislatively adopts the District's impact fee in accordance with the *Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees*; and

WHEREAS, the Town Board finds that the within Ordinance promotes the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

Chapter 15 of the *Windsor Municipal Code* is hereby amended by the addition of a new Section 15-15-70, which shall read as follows:

Sec. 15-15-70. - Impact fee requirements for new fire protection, rescue, and emergency services capital facilities.

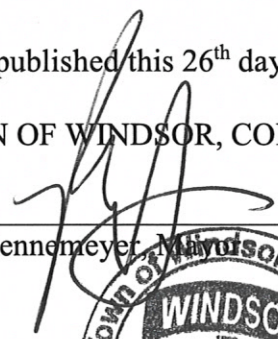
- (a) **Establishment of impact fee requirements for new fire protection, rescue, and emergency services capital facilities.** In accordance with and pursuant to the *Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees* approved and adopted by the Town Board on April 26, 2021 ("IGA") between the Town and the Windsor-Severance Fire Protection District ("District"), the Town hereby establishes development fees for land development projects located in the Town ("District Impact Fee"). Payment of the District Impact Fee shall be a condition of final approval for any building permit issued by the Town.
- (b) **Building permits exempt from impact fee.** The following building permits shall be exempted from the District Impact Fee established by this Section:
 - (1) Low- or moderate-income housing or affordable employee housing, as determined by the Town, or any other development by a governmental entity with a demonstrated public purpose in the sole judgment of the District.
 - (2) A fee reduction approved by the District for a developer who voluntarily installs a qualifying sprinkler system in accordance with District specifications.

Any claim for exemption as set described herein must be made at the time of submission of the building permit application to the Town for approval, and confirmed by the District in writing no later than thirty (30) days thereafter. Any claim not so made and confirmed may be deemed permanently waived by the applicant.

- (c) **Fees initially established.** The Town Board has reviewed and hereby approves the methodology for calculating District Impact Fee (“Nexus Study”), and reflected in the Windsor-Severance Fire Protection District Emergency Services Impact Fee Schedule incorporated into the IGA, and as updated in accordance with sub-section (d) below.
- (d) **Periodic impact fee audit, reviews and updates.**
 - (1) **Audits.** The District shall cause to be performed an annual audit of the District Impact Fee payments collected and expended in accordance with this Section and the IGA. The audit shall be conducted in accordance with generally accepted accounting principles for governmental entities and may be part of any general audit annually conducted by the District. A copy of the annual audit shall be furnished to the Town and published as required by law. The cost of the audit shall be borne by the District.
 - (2) **Updated Impact Fee Schedules.** The District shall review and update the Nexus Study as provided in the IGA. The Town shall hold a public hearing at a regular or special meeting of the Town Board before accepting an Updated Impact Fee Schedule, as that term is defined in the IGA. Upon completion of the public hearing required under this sub-section and approval of the Town Board, the Updated Impact Fee Schedule shall be deemed incorporated herein, and shall take effect on January 1 of the following calendar year, as set forth in the IGA. If the Town Board does not approve an Updated Impact Fee Schedule, the then-current Fee Schedule will remain in effect.
- (e) **Effective date.** The provisions of this Section shall apply to all building permits for which a completed application is received on and after August 1, 2021. The provisions of this Section shall be deemed repealed upon the termination of the IGA by action either of the Town or District as provided therein.

Introduced and passed on first reading and ordered published this 26th day of April, 2021.

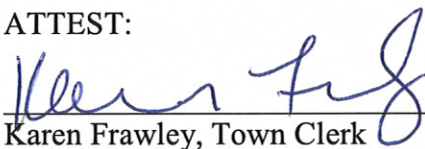
TOWN OF WINDSOR, COLORADO



Paul Rennemeyer, Mayor



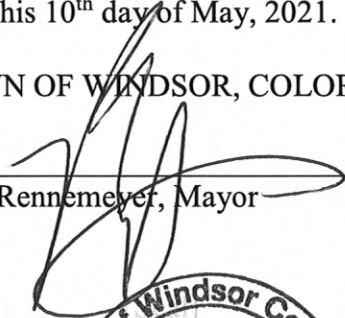
ATTEST:



Karen Frawley, Town Clerk

Passed on second reading, and ordered published this 10th day of May, 2021.

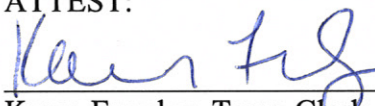
TOWN OF WINDSOR, COLORADO



Paul Rennemeyer, Mayor



ATTEST:



Karen Frawley, Town Clerk



MEMORANDUM

Date: June 8, 2026
To: Mayor and Town Board
From:
Re: Windsor Severance Fire Protection District Red Flag Ban and Discussion on Impact Fees As It Relates to the WSFPD/Windsor Intergovernmental Agreement
Item #: 4.

Background / Discussion:

The Windsor-Severance Fire Protection District will be in attendance to present on Red Flag Warnings & Open Burning Regulations

Financial Impact:

N/A

Relationship to Strategic Plan:

Promote Community Safety

Recommendation:

CC:

Attachments:

1. Board Red Flag Presentation

Red Flag Warnings & Open Burning Regulations

- Windsor Severance Fire Rescue
- Severance Police Department
- Windsor Police Department





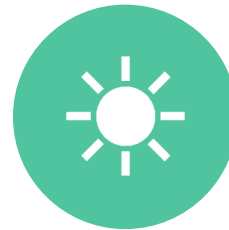
What is a Red Flag Warning?



ISSUED BY
NATIONAL
WEATHER SERVICE



CRITICAL FIRE
WEATHER
CONDITIONS



HIGH WINDS + LOW
HUMIDITY + DRY
FUELS



RAPID FIRE
GROWTH
POTENTIAL

Strong winds of 25 MPH
Humidity 20% or below

Why Red Flag
Warnings
Matter

Faster ignition

Rapid spread

Spotting increases

Difficult suppression

State of Colorado Air Quality Control Commission Regulations

Does not
supersede state or
local codes,
including fire code

Must consider
weather and safety

Air quality
compliance
required

<https://www.weather.gov/bou/>

<https://forecast.weather.gov/MapClick.php?lat=40.4699666&lon=-104.9158188>

Weld County Regulations



Some agricultural exemptions for permitting



Issued through health department



All open burning is prohibited during Red Flag Days



Windsor & Severance Rules

- Open burning is prohibited within town limits per the municipal code
- Recreational fires allowed with some restrictions
- BBQ/cooking devices allowed

Windsor Municipal Code Verbiage

Sec. 10-4-200. - Open fires.

(a) It shall be unlawful for any person to have an open fire in the Town without first obtaining an appropriate permit to burn from the Windsor-Severance Fire Protection District.

(b) For purposes of this Article, an open fire shall include all open burning with the specific exception of properly designed furnaces or other equipment connected to a stack or chimney, inside fireplaces and stoves, permanent outdoor fireplaces, charcoal-activated grills, propane grills, natural gas grills and outdoor electric cooking devices.

2024 IFC Code – Section 307

307.1 Approval required

307.1.1 Hazardous conditions prohibition

307.2 Permit required

105.5.36 Operational permits



HUMAN-CAUSED
FIRES DOMINATE



ILLEGAL BURNING
COMMON CAUSE



RED FLAG
CONDITIONS AMPLIFY
IMPACT

Community Risk



Key Takeaways

- Red Flag Warnings override permits
- Local rules stricter in town limits
- Prevention is critical



FUTURE TOWN BOARD MEETINGS

June 15, 2026 5:30 p.m.	Town Board Work Session Windsor Housing Authority Update Strategic Plan Update
June 22, 2026 5:30 p.m.	Town Board Work Session New Hire – Meet the Board County Road 70 Update Sustainable Windsor Update
June 22, 2026 7:00 p.m.	Town Board Regular Meeting
June 29, 2026	Strategic Plan Public Outreach
July 6, 2026	Canceled – 1 st Monday
July 13, 2026 5:30 p.m.	Town Board/Planning Commission Joint Work Session (3 rd Floor) Board/Manager/Attorney Monthly Meeting Data Center Ordinance Discussion
July 13, 2026 6:45 p.m.	Kern Board Meeting
July 13, 2026 7:00 p.m.	Town Board Regular Meeting
July 20, 2026 5:30 p.m.	Town Board Work Session WDA Review and Evaluation
July 27, 2026 5:30 p.m.	Town Board Work Session New Hire - Meet the Board
July 27, 2026 7:00 p.m.	Town Board Regular Meeting

Future Work Session Topics

- Parking Plan update
- Camping Ban
- Planning Commission/Town Board Joint Work Session – Data Center Ordinance
- Backyard Chicken Ordinance Discussion
- Sign Code Update (August 17)

- 2025 Annual Road Safety Report (Summer)
- Future Lodging Tax Discussion (Strategic Plan?)
- August 17th – Budget: Revenue Estimates
- September 14th – Budget: Staffing Needs
- September 21st – Budget: Capital Improvement Projects
- Compensation Study Review and Recommendations – September 21st
- October 10th (Saturday) – Budget: Operating Requests
- October 26th – Budget: Utility Rates for 2027
- November 9th – Budget: Wrap up/Revisions
- October 19th meeting – Light Agenda (ICMA 2026)