

Station 1
8130 3rd Street
Wellington, CO 80549



Station 2
108 W County Road 66
Fort Collins, CO 80524

Wellington Fire Protection District REGULAR BOARD MEETING AGENDA Revised.2

The **Regular Board Meeting** of the Wellington Fire Protection District will be called to order on **November 19, 2025 at 5:00PM** following the Public Hearing on the proposed FY2026 Budget at **4:00PM**. The meeting will be held at Station 1 located at 8130 3rd St, Wellington, CO 80549. Please contact our administrative office for any attendance accommodation. **Zoom Meeting information is listed below.**

Pledge of Allegiance

Roll Call

Additions/Deletions to the Agenda

Conflicts of Interest

Correspondence

Public Comment

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

Employee Recognition

Guests or Presentations

Consent Agenda

- Regular Board Meeting Minutes for October 8, 2025

Chief's Report

Monthly Activity Report

Employee Report

Committee Reports

Monthly Financial Report

District Business

- IFC 2024 Fire Code Adoption
- Discussion of Board of Director Vacancy
- Discussion of Sale of Property

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Wellington Fire Protection District

Other

- CBA Tentative Agreement- Review only per Resolution 2025-003

Calendar Items

Next Board Meeting

- Regular Board Meeting - December 10, 2025 at Station 1

Adjournment

Wellington Fire Protection District Zoom Meeting information

Join Zoom Meeting

<https://us02web.zoom.us/j/7848079463>

Meeting ID: 784 807 9463

+ 17209289299,7848079463# US (Denver)



Wellington Fire Protection District

Station 1, 8130 3rd Street, Wellington, CO 80549

October 8th, 2025, BOARD MEETING MINUTES

Call to Order & Pledge of Allegiance

- Time Called to Order: 17:02
- Pledge of Allegiance: Conducted.
- Roll Call: Directors: Bollinger, Hodgson, Amicarella and Standing were present.
Unexcused Absence: Director Hunter

Additions or Deletions to the Agenda

- No additions or deletions. One addendum was included in the packet.

Conflicts of Interest

- None

Correspondence

- None

Public Comment

- No public comment

Employee Recognition

- Firefighter Hook was recognized for achieving Fire Instructor I certification.

Consent Agenda (Meeting Minutes)

Director Hodgson made the motion, to approve the Regular Board Meeting minutes from September 10, 2025. Motion was seconded by Director Amicarella and passed unanimously on a vote 4/0.

Chief's Report – Operational Updates

Grant Updates:

- District awarded EMTS grant funding for a rescue boat, UTV, trailer, and 10 portable radios.
- Process: District purchases equipment, then receives 50% reimbursement.
- Trailer received; UTV due this week; boat is in route.
- Portable radios totaled \$87,000 (originally quoted for 10 Motorola radios). After price increases, alternative manufacturer Bendix (BK) selected — allows purchase of 16 radios for same cost, though grant reimburses only for 10. District will purchase the additional 6 with its own funds.
- Total of 16 new portables will replace outdated equipment.

Staffing:

- Two new hires started September 10, 2025. District now fully staffed.
- Both new hires are working through probationary task books.
- Hiring list has been exhausted; new testing will be required for future vacancies.

Monthly Activity Report

- Total calls: 114 (YTD: 901)
- Fire & Other Services: 40 (YTD: 310)
- EMS: 69 (YTD: 528)
- Motor Vehicle Accidents: 5 (YTD: 63)

Notable Incidents:

- September 11 – Structure Fire, Gateway Crossing: Reported victim trapped; all occupants safely evacuated, smoke inhalation treated. Two PFA engines assisted. Investigation is ongoing with state and county.
- September 6 – Motor Vehicle Accident: T-bone collision; non-life-threatening injuries; units remained for lighting and traffic control.

Fleet Update

Captain Schneeberger reported:

- Fleet expenses stabilized after large repairs were done.
- Engine 92 scheduled for transmission replacement in January 2026.
- Fleet operating within budget.

Training:

- All shifts completed live-fire training at Loveland.
- Four firefighters will complete make-up sessions (two new hires, two on injury leave).

Committee Reports

Sales Tax Ballot Update:

- Progress continues with Larimer County; item appeared in budget books.
- Staff preparing voter lists.

Financial Report Highlights (By David Green)

General Summary:

- 94% of revenue collected year-to-date; Wildland reimbursements pending.
- Personnel costs: 73% | Operating expenses: 71%.
- Overall budget remains ~4% under for the year.

Discussion Highlights:

- Salaries for staffing vacancies were offset by overtime.
- Wildland salary reimbursements delayed 6–8 months by the state.
- Wildland operations expected to net positive due to equipment reimbursement.
- No major variances and no amendments needed unless extraordinary expenses arise.

District Business

2026 PRELIMINARY BUDGET DISCUSSION

- Revenues up by \$91,000 (growth within district).
- Includes plan to rebate full historical tax payment (\$232,000) to taxpayers, clearing a long-outstanding item.
- Only remaining debt after repayment: new engine.
- Salaries increased 9% (includes 5% COLA & FPPA rate increased)
- Increased IT budget (+\$17,000) for service costs; election costs reduced (-\$54,000).
- Contingency line removed; redistributed among various line items.
- Capital debt decreased as several leases were retired.
- Projected year-end change in fund balance shows an increase of \$60,303 which will go towards future capital outlay.
- Ballot not factored into this budget.
- Public budget hearing scheduled for **November**, with formal approval in **December**.

CONSIDERATION OF VEHICLE PURCHASE – 2017 TYPE 6 WILDLAND ENGINE

- Brighton Fire selling a 2017 Type 6 (7,000 miles). Upgrading their fleet.
- Asking price: \$110,000; negotiated purchase to \$105,000.
- Would replace the 2004 Type 6 we currently have, which is scheduled for replacement in 2027.
- Don't have the room or personnel to keep both.
- New Type 6 = \$275K–\$285K.
- May fund through capital reserves; potential offset by sale of 2004 (~\$25K value).

Director Bollinger made the motion to purchase the 2017 Type 6 for \$105,000. Motion was seconded by Director Hodgson and passed unanimously on a vote 4/0.

Chief Germain will create Resolution for the purchase.

Other

Tent Permits & Fire Code Update:

- Updated tent inspection procedure: self-inspection for tents 2,400 sq. ft. or less.
- Larger tents require engineering report and district review.
- District to adopt 2024 International Fire Code (IFC) next month; replacing 2018 version.
- Amendments updated by fire protection engineer; minimal changes, mostly aligning with base code.
- Public review and adoption planned for next board meeting; coordinated with Town of Wellington.

Calendar and Miscellaneous

- Regular Monthly Board Meeting: November 19, 2025 at 1700 hours, WFPD, Station 1.

Adjournment

Director Amicarella made the motion to adjourn at 17:56. Motion was seconded by Director Standing and passed unanimously on a vote of 4/0.

Director Denny Hodgson, Secretary/Clerk

WELLINGTON FIRE PROTECTION DISTRICT



MONTHLY SERVICE ACTIVITY



Month October 2025

TOTAL INCIDENT ACTIVITY: **97** YTD: 998

Fire and Other Services: **31** YTD: 341 EMS Responses: **62** YTD: 590

Motor Vehicle Accidents: **4** YTD: 67

GREEN = Increase from prev. month

RED = Decrease " " "

Incidents of Note:

10/6/2025 1548 hrs. 8760 Buffalo Creek Parkway, Arson Investigation: Engines 91 and WFPD Fire Investigator (FI 91) responded at the request of Larimer County Sheriff and Town of Wellington Parks and Recreation to investigate property vandalized by fire. FI 91 met with LCSO who had suspects in custody and assisted with questioning. The vandalism discovered was minor in scope but possibly linked to previous fire damage to town property. WFPD and LCSO will be following up as the investigation continues.

10/21/2025 1012 hrs. 7590 McClellan Drive, Recreational Vehicle Fire: Engine 91 responded for a report of a fire in a Recreational Vehicle. While enroute E91 was informed of a possible explosion. E91 arrived to find a motor home with no visible fire and light smoke showing. Investigation revealed a faulty propane connection caused a build up of propane which was ignited accidentally. A small area of smoldering debris was extinguished with a fire extinguisher. 1 person suffered minor injuries and refused treatment or transport to a hospital.

10/31/2025 1200-1700 hrs. Cleveland Ave., Special Event Standby: WFPD personnel, with Town of Wellington Staff and LCSO, provided EMS and command support for Trick or Treat on Main Street activities. A mobile EMS first-response crew was deployed, and an officer was stationed in the Incident Command Post for the duration of the event to respond to and assist with any emergencies and keep attendees safe. Over 3000 children and adults converged on Cleveland Ave to enjoy the Halloween holiday. Thankfully, no incidents were reported.

**WELLINGTON FIRE PROTECTION DISTRICT
ACCOUNTANT'S REPORT
October 31, 2025**

DESCRIPTION		AMOUNT
October 31, 2025	Operating and Admin Expenditures	\$ 41,433
October 31, 2025	Personnel Costs	277,061
	TOTAL EXPENDITURES - CURRENT MONTH	\$ 318,494

CURRENT MONTHS REVENUES

Tax Revenue	\$ 29,782
Interest Income	11,919
Other Income	31,124
TOTAL RECEIPTS - CURRENT MONTH	\$ 72,825

CASH BALANCE PER FINANCIAL STATEMENTS

		Balance per reconciliation
COLOTRUST - Non Impact Fee accounts		\$ 2,993,039
Points West Bank		(32,651)
Total Cash per reconciliation	October 31, 2025	\$ 2,960,388
Less uncleared disbursements for current month		(41,433)
Add: Cash at County Treasurer		29,782
Net Cash Available		\$ 2,948,737

UNAUDITED
WELLINGTON FIRE PROTECTION DISTRICT
REVENUE & EXPENDITURE STATEMENT
ACTUAL & BUDGET FOR PERIOD ENDING ON OCTOBER 31, 2025
COMBINED FUNDS

	OCTOBER ACTUAL	YTD ACTUAL	2025 BUDGET	% OF BUDGET USED	BUDGET REMAINING
REVENUE					
4010 Larimer County Tax	\$ 8,038	\$ 3,769,051	\$ 3,880,667	97.12%	\$ 111,616
4013 Tax Rebate Payment	-	(52,222)	(52,222)	100.00%	-
4012 Specific Ownership Tax	21,743	181,358	215,000	84.35%	33,642
4014 Wildland Firefighting	-	-	60,000	0.00%	60,000
4016 Service Fees	-	200	1,000	20.00%	800
4017 Miscellaneous	-	2,426	5,000	48.52%	2,574
4018 Donations, events, and PILOT	25,000	25,500	25,000	102.00%	(500)
4020 Interest income	11,919	115,567	100,000	115.57%	(15,567)
4019 Grants	500	4,863	16,200	30.02%	11,337
4015 Impact Fees	5,624	41,798	40,000	104.50%	(1,798)
Lease proceeds	-	1,125,426	-	#DIV/0!	(1,125,426)
TOTAL REVENUE	72,825	5,213,968	4,290,645	121.52%	(923,323)
PERSONNEL COSTS					
5010 Salaries and Wages	216,638	1,556,353	1,904,805	81.71%	348,452
5020 Wildland Salaries	-	66,636	45,000	148.08%	(21,636)
5025 District Board Compensation	400	4,700	9,000	52.22%	4,300
5030 Overtime	20,356	193,343	232,301	83.23%	38,958
5110 Employer Taxes	4,550	37,485	62,158	60.31%	24,673
5120 Workers Compensation	4,875	36,007	71,514	50.35%	35,507
5210 Health, Dental & Vision Insurance	(3,870)	179,230	197,583	90.71%	18,353
5230 FPPA	34,113	224,203	258,666	86.68%	34,463
TOTAL PERSONNEL COSTS.	277,061	2,297,957	2,781,027	82.63%	483,070
OPERATING AND ADMIN EXPENDITURES					
6010 Utilities	3,145	40,774	53,000	76.93%	12,226
6020 Station Supplies	805	8,791	6,000	146.52%	(2,791)
6030 Building Repairs & Maintenance	216	20,012	25,000	80.05%	4,988
6110 Equipment and Supplies	3,825	76,710	85,000	90.25%	8,290
6120 Fuel Expenses	370	15,997	28,000	57.13%	12,003
6140 Repairs and Maintenance - Equipment	747	70,024	80,000	87.53%	9,976
6210 IT services and supplies	12,689	68,759	29,932	229.72%	(38,827)
6230 Dispatch	602	9,642	14,500	66.50%	4,858
6310 Health & Safety	1,405	32,043	28,500	112.43%	(3,543)
6320 Wildland Travel Expenses	-	2,136	15,000	14.24%	12,864
6330 Training & Seminars	19	19,802	63,000	31.43%	43,198
6335 Travel, Meetings and Meals	-	3,383	2,650	127.67%	(733)
7010 Office Expenses	1,258	5,801	6,000	96.69%	199
7020 Accounting/Finance	2,900	54,050	65,000	83.15%	10,950
7025 Legal Expenses	4,383	12,348	15,000	82.32%	2,652
7030 Professional Fees	7,400	29,932	32,000	93.54%	2,068
7050 Fees/Dues/Subscriptions	161	11,588	13,100	88.46%	1,512
7060 Payroll Processing Fees	1,117	8,662	10,000	86.62%	1,338
7070 County Treasurer Fees	161	75,380	77,613	97.12%	2,233
7080 Bank Service Charge	-	188	300	62.67%	112
7100 Insurance	100	38,308	44,300	86.47%	5,992
7110 District Board Expenses	-	55	5,000	1.11%	4,945
7120 Election Cost	-	25,671	54,000	47.54%	28,329
6336 Contingencies	-	-	80,000	0.00%	80,000
6401 Public Education	131	337	1,000	33.69%	663
TOTAL OPERATING AND ADMIN EXPENDITURES	41,433	630,392	833,895	75.60%	203,503
NON OPERATING					
7942 Capital Outlay	105,000	1,253,750	1,340,000	93.56%	86,250
9015 Debt Service / Lease Payments	-	269,546	269,546	100.00%	0
8003 Volunteer Pension Contribution	-	129,824	129,824	100.00%	0
TOTAL NON OPERATING	105,000	1,653,120	1,739,370	95.04%	86,250
TOTAL EXPENDITURES	423,494	4,581,468	5,354,292	85.57%	772,824
EXCESS (DEFICIENCY) OF REVENUE OVER (UNDER) EXPENDITURE	\$ (350,669)	\$ 632,500	\$ (1,063,647)		\$ 1,696,147

Not audited, reviewed or compiled. No assurances provided. All Disclosures are omitted.

Wellington Fire Protection District

Profit & Loss Detail

October 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
Ordinary Income/Expense							
Income							
Tax Levy Revenue							
4010 • Larimer County Taxes							
General Journal	10/31/2025	2022...			-SPLIT-	8,038.48	8,038.48
Total 4010 • Larimer County Taxes						8,038.48	8,038.48
4012 • SPECIFIC OWNERSHIP							
General Journal	10/31/2025	2022...			4010 • Lari...	21,743.33	21,743.33
Total 4012 • SPECIFIC OWNERSHIP						21,743.33	21,743.33
Total Tax Levy Revenue						29,781.81	29,781.81
Non Tax Levy Revenue							
4015 • IMPACT FEES							
Deposit	10/23/2025	72860	Town of Wellingt...	september 2025 Building permit impa...	103 • Operat...	5,624.00	5,624.00
Total 4015 • IMPACT FEES						5,624.00	5,624.00
4018 • DONATIONS & EVENTS & PILOT							
Deposit	10/02/2025	94535	Platte River Pow...	payment in lieu of taxes	103 • Operat...	25,000.00	25,000.00
Total 4018 • DONATIONS & EVENTS & PILOT						25,000.00	25,000.00
4019 • GRANTS							
Deposit	10/08/2025	1590...	Fidelity Charitable	Deposit	103 • Operat...	500.00	500.00
Total 4019 • GRANTS						500.00	500.00
1,400.0 • REVENUE							
4020 • Interest Income							
Deposit	10/31/2025			Deposit	102 • Colotr...	559.13	559.13
Deposit	10/31/2025			Deposit	101 • Colotr...	10,995.40	10,995.40
Deposit	10/31/2025			Deposit	100 • Colotr...	923.49	11,918.89
Total 4020 • Interest Income						11,918.89	11,918.89
Total 1,400.0 • REVENUE						11,918.89	11,918.89
Total Non Tax Levy Revenue						43,042.89	43,042.89
Total Income						72,824.70	72,824.70
Gross Profit						72,824.70	72,824.70
Expense							
7942 • Capital Outlay -							
Bill	10/16/2025		Brighton Fire Re...	T-6 Brush truck	2000 • ACC...	105,000.00	105,000.00
Total 7942 • Capital Outlay -						105,000.00	105,000.00
Personnel Costs							
5010 • Salaries and Wages							
Deposit	10/01/2025	3156...	Ivan Thomas	repayment for Workers comp	103 • Operat...	-5,080.16	-5,080.16

Wellington Fire Protection District

Profit & Loss Detail

October 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	10/02/2025	1002	Edgar Carter	Workers comp repayment to district	103 · Operat...	-4,911.36	-9,991.52
General Journal	10/03/2025	2022...			-SPLIT-	75,704.24	65,712.72
General Journal	10/17/2025	2022...			-SPLIT-	74,420.32	140,133.04
General Journal	10/31/2025	2022...			-SPLIT-	76,504.95	216,637.99
Total 5010 · Salaries and Wages							216,637.99
5030 · Overtime							
General Journal	10/03/2025	2022...			5010 · Salar...	9,162.30	9,162.30
General Journal	10/17/2025	2022...			5010 · Salar...	5,768.69	14,930.99
General Journal	10/31/2025	2022...			5010 · Salar...	5,425.04	20,356.03
Total 5030 · Overtime							20,356.03
5025 · District Board Compensation							
General Journal	10/17/2025	2022...			5010 · Salar...	400.00	400.00
Total 5025 · District Board Compensation							400.00
5110 · Employer Taxes							
General Journal	10/03/2025	2022...			5010 · Salar...	1,580.51	1,580.51
General Journal	10/17/2025	2022...			5010 · Salar...	1,411.83	2,992.34
General Journal	10/31/2025	2022...			5010 · Salar...	1,557.43	4,549.77
Total 5110 · Employer Taxes							4,549.77
5120 · Workers Compensation							
Check	10/10/2025	ACH	Pinnacol Assura...	Invoice: INV-1632594	103 · Operat...	4,875.00	4,875.00
Total 5120 · Workers Compensation							4,875.00
5210 · Health, Dental & Visions Ins							
Check	10/01/2025	ACH	Rocky Mountain ...	Invoice: 1088972	103 · Operat...	975.76	975.76
Check	10/02/2025	ACH	Standard Insura...		103 · Operat...	1,046.52	2,022.28
General Journal	10/03/2025	2022...			5010 · Salar...	-14,734.15	-12,711.87
General Journal	10/03/2025	2022...			5010 · Salar...	211.53	-12,500.34
General Journal	10/03/2025	2022...			5010 · Salar...	8,805.99	-3,694.35
General Journal	10/03/2025	2022...			5010 · Salar...	-9,590.58	-13,284.93
General Journal	10/03/2025	2022...			5010 · Salar...	11,596.26	-1,688.67
Check	10/14/2025	ACH	Rocky Mountain ...	Invoice: 1106706	103 · Operat...	2,010.00	321.33
Check	10/17/2025	ACH	AFLAC	Invoice: 440509	103 · Operat...	190.32	511.65
General Journal	10/17/2025	2022...			5010 · Salar...	-14,381.02	-13,869.37
General Journal	10/17/2025	2022...			5010 · Salar...	211.53	-13,657.84
General Journal	10/17/2025	2022...			5010 · Salar...	8,805.99	-4,851.85
General Journal	10/17/2025	2022...			5010 · Salar...	-9,529.77	-14,381.62
General Journal	10/17/2025	2022...			5010 · Salar...	11,243.13	-3,138.49
Check	10/20/2025	ACH	Rocky Mountain ...		103 · Operat...	199.00	-2,939.49
Check	10/22/2025	ACH	Rocky Mountain ...	Invoice: 1152772	103 · Operat...	975.76	-1,963.73
Check	10/28/2025	ACH	Rocky Mountain ...	Invoice: 1142285	103 · Operat...	975.76	-987.97
Bill	10/30/2025	10.0...	Wellington Prote...	ck dates: 10.03.25-10.31.25	2000 · ACC...	996.96	8.99
General Journal	10/31/2025	2022...			5010 · Salar...	-14,213.81	-14,204.82
General Journal	10/31/2025	2022...			5010 · Salar...	211.53	-13,993.29
General Journal	10/31/2025	2022...			5010 · Salar...	8,805.99	-5,187.30
General Journal	10/31/2025	2022...			5010 · Salar...	-9,656.27	-14,843.57

Wellington Fire Protection District

Profit & Loss Detail

October 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	10/31/2025	2022...			5010 · Salar...	10,973.11	-3,870.46
Total 5210 · Health, Dental & Visions Ins							-3,870.46
5230 · FPPA Expense							
General Journal	10/03/2025	2022...			5010 · Salar...	573.06	573.06
General Journal	10/03/2025	2022...			5010 · Salar...	10,748.81	11,321.87
General Journal	10/17/2025	2022...			5010 · Salar...	512.25	11,834.12
General Journal	10/17/2025	2022...			5010 · Salar...	10,787.89	22,622.01
General Journal	10/31/2025	2022...			5010 · Salar...	638.75	23,260.76
General Journal	10/31/2025	2022...			5010 · Salar...	10,851.87	34,112.63
Total 5230 · FPPA Expense							34,112.63
Total Personnel Costs							277,060.96
Buildings & Land							
6010 · Utilities							
Bill	10/09/2025	6125...	Verizon Wireless		2000 · ACC...	567.91	567.91
Check	10/16/2025	ACH	Poudre Valley R...		103 · Operat...	261.33	829.24
Check	10/17/2025	ACH	Northern Colora...		103 · Operat...	39.00	868.24
Check	10/17/2025	ACH	Northern Colora...		103 · Operat...	39.00	907.24
Check	10/21/2025	ACH	Republic Services	Invoice: 0642-001504995	103 · Operat...	249.59	1,156.83
Check	10/22/2025	ACH	Northern Colora...		103 · Operat...	70.86	1,227.69
Check	10/27/2025	ACH	Black Hills Energy		103 · Operat...	166.76	1,394.45
Check	10/28/2025	ACH	Town of Wellingt...		103 · Operat...	700.00	2,094.45
Check	10/29/2025	ACH	Xcel Energy	Invoice: 947520469	103 · Operat...	1,050.08	3,144.53
Total 6010 · Utilities							3,144.53
6020 · Station Supplies							
Credit Card Ch...	10/02/2025		Sams Club		2201 · Vectr...	47.76	47.76
Credit Card Ch...	10/07/2025		Amazon		2201 · Vectr...	270.63	318.39
Credit Card Ch...	10/17/2025		Sams Club		2201 · Vectr...	430.09	748.48
Bill	10/30/2025		Bomgaars		2000 · ACC...	56.95	805.43
Total 6020 · Station Supplies							805.43
6030 · Building Repairs & Maintenance							
Bill	10/10/2025	120654	Portable Restroo...		2000 · ACC...	96.00	96.00
Bill	10/25/2025	2893...	Orkin		2000 · ACC...	120.00	216.00
Total 6030 · Building Repairs & Maintenance							216.00
Total Buildings & Land							4,165.96
Equipment and Supplies							
6140 · Repairs and maintenance - Equip							
Bill	10/06/2025	6326...	O'Reilly Auto		2000 · ACC...	22.99	22.99
Bill	10/21/2025	8230...	Motorola Solutio...	chiefs radio	2000 · ACC...	714.29	737.28
Bill	10/29/2025	6326...	O'Reilly Auto		2000 · ACC...	9.56	746.84
Total 6140 · Repairs and maintenance - Equip							746.84
6110 · Equipment and supplies - Ops							

Wellington Fire Protection District

Profit & Loss Detail

October 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
Credit Card Ch...	10/02/2025		Top Shelf Printers	Breast Cancer FF Shirts	2201 · Vectr...	476.00	476.00
Credit Card Ch...	10/02/2025		Haix		2201 · Vectr...	439.95	915.95
Bill	10/06/2025	IN23...	MES Service Co...		2000 · ACC...	2,464.33	3,380.28
Bill	10/28/2025	IN23...	MES Service Co...		2000 · ACC...	444.49	3,824.77
Total 6110 · Equipment and supplies - Ops							3,824.77
6120 · Fuel Expense							
Credit Card Cr...	10/01/2025		Wix.com		2201 · Vectr...	-351.00	-351.00
Check	10/27/2025	ACH	Senergy Petrole...	Invoice: 415260370	103 · Operat...	721.00	370.00
Total 6120 · Fuel Expense							370.00
Total Equipment and Supplies							4,941.61
Communication & Computer / I.T.							
6210 · I.T. and Computer software							
Bill	10/01/2025	21698	ICC-		2000 · ACC...	1,108.00	1,108.00
Bill	10/01/2025	21765	ICC-		2000 · ACC...	3,536.25	4,644.25
Bill	10/02/2025	47594	PURVIS System...		2000 · ACC...	6,660.00	11,304.25
Credit Card Ch...	10/13/2025		SmugMug		2201 · Vectr...	120.00	11,424.25
Bill	10/14/2025	1101...	Insight Public Se...		2000 · ACC...	438.00	11,862.25
Credit Card Ch...	10/19/2025		Adobe		2201 · Vectr...	195.93	12,058.18
Credit Card Ch...	10/19/2025		ZOOM		2201 · Vectr...	15.99	12,074.17
Bill	10/31/2025	22007	ICC-		2000 · ACC...	615.00	12,689.17
Total 6210 · I.T. and Computer software							12,689.17
6230 · Dispatch							
Bill	10/01/2025	INV...	Vertical Bridge R...		2000 · ACC...	602.22	602.22
Total 6230 · Dispatch							602.22
Total Communication & Computer / I.T.							13,291.39
Travel & Training & Ops Support							
6310 · Health & Safety							
Bill	10/01/2025	0015...	First Responder ...	September training	2000 · ACC...	1,350.00	1,350.00
Bill	10/06/2025	0000...	Employers Coun...		2000 · ACC...	55.00	1,405.00
Total 6310 · Health & Safety							1,405.00
6330 · Training & Seminars							
Credit Card Ch...	10/01/2025		Bomgaars		2201 · Vectr...	10.78	10.78
Bill	10/07/2025	25-9...	Colorado Divisio...		2000 · ACC...	90.00	100.78
Bill	10/14/2025	25-9...	Colorado Divisio...		2000 · ACC...	35.00	135.78
Credit Card Cr...	10/17/2025		Fire on the plains		2201 · Vectr...	-235.00	-99.22
Credit Card Ch...	10/21/2025		Dos Locos Mexi...		2201 · Vectr...	83.68	-15.54
Bill	10/28/2025	25-9...	Colorado Divisio...		2000 · ACC...	35.00	19.46
Total 6330 · Training & Seminars							19.46
Total Travel & Training & Ops Support							1,424.46
Admin Expenses							

Wellington Fire Protection District

Profit & Loss Detail

October 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
7010 - Office Expenses							
Credit Card Ch...	10/07/2025		Amazon	toner cartridge	2201 - Vectr...	90.55	90.55
Credit Card Ch...	10/10/2025		FedEx	street maps	2201 - Vectr...	406.04	496.59
Check	10/15/2025	ACH	GreatAmerica Fi...	Invoice: 40187519	103 - Operat...	300.86	797.45
Credit Card Ch...	10/16/2025		USPS	postage	2201 - Vectr...	78.00	875.45
Credit Card Ch...	10/23/2025		Amazon	toner cartridges and envelopes	2201 - Vectr...	382.27	1,257.72
Total 7010 - Office Expenses							1,257.72
7020 - Accounting & Finance							
Bill	10/31/2025	3420	Green & Associa...	V	2000 - ACC...	2,900.00	2,900.00
Total 7020 - Accounting & Finance							2,900.00
7025 - Legal Expenses							
Bill	10/01/2025	8	Lyons Gaddis	September 30 2025	2000 - ACC...	2,328.50	2,328.50
Bill	10/31/2025	9	Lyons Gaddis	October fees	2000 - ACC...	2,054.00	4,382.50
Total 7025 - Legal Expenses							4,382.50
7030 - Professional Fees							
Bill	10/30/2025	141	Fire Marshal Ser...	fire safety inspections	2000 - ACC...	7,400.00	7,400.00
Total 7030 - Professional Fees							7,400.00
7050 - Dues and Subscriptions							
Credit Card Ch...	10/01/2025		Netflix		2201 - Vectr...	17.99	17.99
Credit Card Ch...	10/01/2025		Hulu		2201 - Vectr...	93.89	111.88
Credit Card Ch...	10/03/2025		Pliability.com		2201 - Vectr...	17.95	129.83
Credit Card Ch...	10/04/2025		Express Toll		2201 - Vectr...	30.75	160.58
Total 7050 - Dues and Subscriptions							160.58
7060 - Payroll Processing Fees							
Check	10/02/2025	ACH	Paylocity		103 - Operat...	104.45	104.45
Check	10/16/2025	ACH	Paylocity		103 - Operat...	104.45	208.90
Check	10/20/2025	ACH	Paylocity		103 - Operat...	804.05	1,012.95
Check	10/30/2025	ACH	Paylocity		103 - Operat...	104.45	1,117.40
Total 7060 - Payroll Processing Fees							1,117.40
7070 - County Treasurer Fees							
General Journal	10/31/2025	2022...			4010 - Lari...	160.96	160.96
Total 7070 - County Treasurer Fees							160.96
7100 - Insurance Expenses							
Bill	10/10/2025	0079...	Tribbett Agency	bond renewal	2000 - ACC...	100.00	100.00
Total 7100 - Insurance Expenses							100.00
Total Admin Expenses							17,479.16
Fire Prevention							
6401 - Public Education							

Wellington Fire Protection District
Profit & Loss Detail
October 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
Credit Card Ch...	10/21/2025		Sams Club		2201 · Vectr...	130.58	130.58
Total 6401 · Public Education						130.58	130.58
Total Fire Prevention						130.58	130.58
Total Expense						423,494.12	423,494.12
Net Ordinary Income						-350,669.42	-350,669.42
Net Income						-350,669.42	-350,669.42

Exhibit “A”

2024 Internation Fire Code, As Amended

Section 1, Adoption of the International Fire Code, 2024 Edition, as amended

Pursuant to the Authority conferred by the District and the laws of the State of Colorado, there is hereby adopted by the District, for the purposes of safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises and conditions affecting the safety of firefighters and emergency responders during emergency operations, International Fire Code, 2024 Edition, as promulgated by the International Code Council, being particularly the 2024 Edition thereof, and the whole thereof including Chapters 1 through 68 in the 2024 International Fire Code, inclusive, and appendices, save except as any portion of the code or appendices is hereinafter deleted, modified or amended. Not less than two (2) copies of this fire code shall be on file in the office of the Fire Marshal and may be inspected at regular business hours and purchased from the District at a price not to exceed ninety-seven dollars (\$97.00) per copy. The provisions of this fire code shall be controlling within the boundaries of the District.

101.1 Amend this section to read **Title**. These regulations shall be known as the Fire Code of the Wellington Fire Protection District, hereinafter referred to as "this code".

101.2.1 Amend this section to read **Appendices**. Provisions in the appendices shall not apply unless specifically adopted. Appendices shall hereby be adopted as outlined in Table 101.2.1:

Table 101.2.1- Appendices Adoption Status		
APPENDIX	TITLE	STATUS
A	Board of Appeals	Adopted
B	Fire-flow Requirements for Buildings	Adopted, with amendments
C	Fire Hydrant Locations and Distribution	Adopted, with amendments
D	Fire Apparatus Access Roads	Adopted, with amendments
E	Hazard Categories	Adopted
F	Hazard Ranking	Adopted
G	Cryogenic Fluids—Weights and Volume Equivalents	Adopted
H	Hazardous Materials Management Plan (HMMP)	Adopted
I	Fire Protection Systems—Non-compliant Conditions	Adopted

(Cont) Table 101.2.1- Appendices Adoption Status		
J	Building Information Sign	Not Adopted
K	Construction Requirements for Existing Ambulatory Care Facilities	Not Adopted
L	Requirements for Fire Fighter Air Replenishment Systems	Not Adopted
M	High-rise Buildings—Retroactive Automatic Sprinkler Requirements	Not Adopted
N	Indoor Trade Shows and Exhibitions	Adopted
O	Valet Trash And Recycling Collection In Group R-2 Occupancies	Adopted

102.13 Add the following section **Wildland-urban interface areas**. The design and construction of new structures located within wildland-urban interface areas shall comply with the *Colorado Wildfire Resiliency Code*.

103.1 Amend this section to read **Creation of agency**. The Wellington Fire Protection District is hereby created and the official in charge thereof shall be known as the *fire code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

104.8 Amend this section to read **Liability**. The fire code official, member of the board of appeals, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or a mission or by reason of an act or mission in the discharge of official duties, unless such act or a mission is willful and wanton, as provided in the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

104.8.1 Amend this section to read **Legal defense**. Any suit or criminal complaint instituted against any officer or employee because of an act or mission performed by the officer employee in the lawful discharge of duties under the provisions of this code, unless such act or a mission is willful and wanton, as provided in the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. Shall be defended by a legal representative of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code: and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of act or omission in the performance of official duties in connection therewith.

112.1 Amend this section to read **Board of Appeals**. In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals to be known as the fire board of appeals. The members of the Wellington Fire Protection District Board of Directors shall appoint and constitute the fire board of appeals as necessary. The *fire code official* shall be an ex officio member of

said board but shall not have a vote on any matter before the board. The board shall adopt rules of procedure for conducting its business in shall render all decisions and findings in writing to the appeal went with a duplicate copy to the *fire code official*. Application for an appeal and all processes and procedures for an appeal shall be as stipulated in 112.1.1.

112.1.1 Add the following section **Procedures**. To request a hearing before the board of appeals, the applicant shall file a request in writing to the fire chief. The fire chief shall arrange for the board of appeals to meet within ten (10) working days from the receipt of the request. All applicable fees as stated in the fire district fee schedule shall be paid at the time the written request is made.

113.4 Amend this section to read **Violation penalties**. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, and upon conviction shall be subject to the penalties, costs and orders provided by the local enforcement agency and as determined by the District. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

113.5 Add this section in its entirety **Work commencing before permit issuance**. In addition to penalty set forth in section 113.4, any person or firm who, before obtaining the necessary permit(s), commences any construction of, or work on, a building, structure, fire and life safety system(s) that is not otherwise exempted from obtaining a permit, shall be subject to a processing and penalty fee in addition to the standard prescribed permit fee. Such additional fine shall be equal to the permit fee, except that such fine shall not be less than \$50 or more than \$1000 for the first such violation. A person or firm committing the same violation repeatedly is subject to processing and penalty fees equal to double the amount of the permit fee or double the amount of the preceding violation, whichever is greater, for every same such subsequent violation committed thereafter within 180-day period.

307.2.2 Amend this section in its entirety **Time and Atmospheric Restrictions**. Open burning shall only be performed when time and atmospheric conditions comply with the limits set forth in the Open Burning Permit.

307.4.1 Amend this section in its entirety **Bonfires**. A *bonfire* shall not be conducted within 100 (30m) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within 100 ft (30m) of a structure shall be eliminated prior to ignition.

307.4.1.1 Amend this section in its entirety **Bonfire Size**. The fuel package pile for a *bonfire* it must be approved prior to ignition and shall not exceed 10 feet in diameter in 8 feet in height and less approved by the *fire code official*. Based on atmospheric conditions, location, adjacent structures, combustible materials or wildland fire danger rating, smaller fuel package piles may be required period fuels for a bonfire shall be clean, dry, untreated wood products only. Fuel shall not be added to the bonfire once it is ignited without prior approval of the *fire code official*. The use of Class I flammable liquids is prohibited. Class II combustible liquids may only be used prior to ignition and only in accordance with an approved ignition plan.

307.4.3 Amend this section in its entirety **Outdoor Fireplaces.** Outdoor fireplaces shall be used in accordance with the manufacturer's instructions. Outdoor fireplaces shall not be placed closer to combustibles than stated in the manufacturer's instructions and if the manufacturer's instructions are not available, or do not establish a distance, they shall not be operated within 15 feet of a structure or combustible material. Outdoor fireplaces shall not be operated underneath the structure of any type.

308.1.7 Amend this section to read **Sky lanterns.** A person shall not release or cause to be released a tethered or an untethered sky lantern.

503.1 Amend this section in its entirety **Where required.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1 through 503.1.3 and Appendix D as amended.

503.2 Amend this section in its entirety **Specifications.** Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D as amended.

503.2.1 Amend this section in its entirety **Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for proved security gates in accordance with section 503.6, and in unobstructed vertical clearance of not less than 14 feet.

507.5 Amend this section in its entirety **Fire hydrant systems.** Fire hydrant system shall comply with sections 507.5.1 through 507.5.6 and Appendix C as amended.

606.5 Add this section in its entirety. **Solid-Fuel Fired Appliances.** Solid fuel commercial cooking appliances shall comply with applicable provisions of NFPA 96.

701.2.2 Add section to read **Fire-resistance-rated labeling.** The fire resistance rating of the construction identified in Section 701.2 shall be marked in an approved manner on the following fire resistance rated construction.

701.3.1 Add section to read **Smoke barriers labeling.** The fire-resistance rating and smoke-resistant characteristics of smoke barriers shall be marked in an approved manner on the rated construction feature.

903.2 Amend this section to read **Where required.** Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Existing buildings undergoing additions, alterations or remodel work when any resulting aggregate *fire area* of the building exceeds the area thresholds described in Sections 903.2.1 through 903.2.12. (Exception remains)

903.2.1 Amend this section to read **Group A.** An automatic sprinkler system shall be provided throughout buildings as Group A occupancies as provided in this section.

903.2.1.1 Amend this section to read **Group A-1.** An automatic sprinkler system shall be provided throughout buildings containing Group A-1 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 ft² (557 m²).
2. The *fire area* has an occupant load of 50 or more.

903.2.1.2 Amend this section to read **Group A-2.** An automatic sprinkler system shall be provided throughout buildings containing Group A-2 occupancies

1. The *fire area* exceeds 5,000 ft² (464 m²).
2. The *fire area* has an occupant load of 50 or more.

903.2.1.3 Amend this section to read **Group A-3.** An automatic sprinkler system shall be provided throughout buildings containing Group A-3 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 ft² (557 m²).
2. The *fire area* has an occupant load of 50 or more.

903.2.1.4 Amend this section to read **Group A-4.** An automatic sprinkler system shall be provided throughout buildings containing Group A-4 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 ft² (557 m²).
2. The *fire area* has an occupant load of 50 or more.

903.2.1.6 Amend this section to read **Assembly occupancies on roofs.** Where an occupied roof has an assembly occupancy with an occupant load exceeding 50 for Group A occupancies, an automatic sprinkler system shall be provided throughout buildings in accordance with Section 903.3.1.1 or 903.3.1.2.

903.2.1.7 Amend this section to read **Multiple fire areas.** An automatic sprinkler system shall be provided where multiple *fire areas* of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these *fire areas* is 50 or more.

903.2.2 Amend this section to read **Group B.** An automatic sprinkler system shall be provided for Group B occupancies as follows:

1. Throughout all Group B *fire areas* greater than 6,000 ft² (557 m²) in area.
2. Where the combined *fire areas* of Group B on all floors, including mezzanines, is greater than 6,000 ft² (577 m²).

903.2.2.1 Amend this section to read **Ambulatory care facilities.** An automatic sprinkler system shall be installed throughout the entire building containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

903.2.3 Amend this section to read **Group E.** An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E *fire areas* greater than 6,000 ft² (557 m²) in area.
2. The Group E *fire area* is located on a floor other than a level of exit discharge serving such occupancies.
3. The Group E *fire area* has an occupant load of 50 or more.

903.2.4 Amend this section to read **All Group F-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group F—1- occupancy where one of the following conditions exists:

1. The combined area of all Group F-1 *fire areas*, including any mezzanines exceeds 6,000 ft² (557 m²).
2. A Group F-1 *fire area* is located more than two stories above grade plane.
3. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 ft² (232 m²).

903.2.6 Amend this section to read **Group I.** An automatic sprinkler system shall be provided throughout buildings with a Group I *fire area*

Exceptions:

1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1, Condition 1 facilities.
2. An automatic sprinkler system is not required where Group I-4 daycare facilities are at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door.

903.2.7 Amend this section to read **Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 6,000 ft² (557 m²).
2. A Group M *fire area* is located more than two stories above grade plane.

903.2.9 Amend this section to read **Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 6,000 ft² (557 m²).
2. A Group S-1 *fire area* is located more than two stories above grade plane.
3. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the fire area exceeds 5,000 ft² (464 m²).
4. A Group S-1 *fire area* used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 ft² (46.4 m²).

903.2.9.1 Amend this section to read **Repair garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown.

1. Buildings with a fire area containing a repair garage exceeding 6,000 ft² (557 m²).
2. Buildings with repair garages servicing vehicles parked in basements.
3. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the fire area exceeds 5,000 ft² (464 m²).
4. A Group S-1 *fire area* used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 ft² (46.4 m²).

903.2.9.2 Amend this section to read **Bulk storage of tires.** Buildings and structures where the area for the storage of tires exceeds 10,000 ft³ (566 283 m³) shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

903.2.10 Amend this section to read **Group S-2 enclosed parking garages.** An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 6,000 ft² (557 m²).
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R 3 occupancies.

3. Where the fire area of the open parking garage exceeds 6,000 ft² (557 m²).

903.2.13 Add a new section to read **Mixed Occupancies.** An automatic sprinkler system shall be provided throughout all buildings containing mixed occupancies where one of the following conditions exists:

1. The *fire area* exceeds 6,000 ft² (577 m²).
2. Where the combined *fire areas* of mixed occupancies on all floors including mezzanines and basements is greater than 6,000 ft² (577 m²).

903.2.14 Add a new section to read **Buildings Constructed under the International Residential Code.** An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be provided throughout all multiple (three or more) attached single-family dwellings (townhouses), complying with the requirements of the International Residential Code.

Exception:

Unless otherwise required by more restrictive local codes, policies, amendments, ordinances, or plat note.

903.3.1.3 Amend this section to read **NFPA 13D sprinkler systems.** Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D and local codes, ordinances, and policies.

903.3.1.4 Add section to read **Core and shell buildings.** Automatic fire sprinkler systems in buildings constructed to house future tenant spaces that are not assigned an occupancy shall have minimum hazard classification of Ordinary Hazard 2 in accordance with NFPA 13.

903.4 Amend this section to read **Sprinkler system supervision and alarms.** Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinkler systems valves, pumps, and tanks in one- and two family dwellings.
2. Jockey pump control valves that are sealed or locked in the open position.
3. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
4. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

907.8.5 Amend this section to add **Excessive Fire Alarms.** An excessive number of false alarms shall be defined as two (2) alarm activations for a fire alarm system within a 60-day period provided that any such activations are not the result of a cause reasonably beyond the control of the owner, tenant or operator of the building. In the event of an excessive number of false alarms, the fire code official may order the building owner, tenant or operator of the building, or party responsible for the building to take reasonable actions necessary to prevent false alarms. These actions may include repair or replacement of

the faulty alarm components, addition of tamper proof devices, modification of system design, and repair of other building components which affect alarm system performance. The fire code official may also require the building owner, tenant or operator or party responsible for the building to obtain an approved maintenance contract with a qualified fire alarm maintenance technician as required by NFPA 72 to provide continuous maintenance service of the system.

1103.5.3 Amend this section to read. **Group I-2, Condition 2.** In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed as established by the adopting ordinance. System to be installed as directed by the *fire code official*.

5704.2.9.6.1 Amend this section to read. **Locations where above ground tanks are prohibited.** Storage of Class I and II liquids in above ground tanks in said buildings is prohibited in accordance with local land use code.

5704.3.3 Amend this section to read. **Indoor storage.** Storage of flammable and combustible liquid inside buildings in containers or portable tank shall be in accordance with sections 5704.4.4.1 through 5704.3.3.10 unless otherwise required by more restrictive local codes, policies, amendments, ordinances, or plat.

Appendix B is deleted in its entirety and readopted to read as follows

APPENDIX B

FIRE-FLOW REQUIREMENTS FOR BUILDINGS

SECTION B101 GENERAL

B101.1 Scope. The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

SECTION B102 DEFINITIONS

B102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows.

FIRE-FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting.

FIRE-FLOW CALCULATION AREA The floor area, in square feet (m²), used to determine the required fire flow.

SECTION B103 MODIFICATIONS

B103.1 Decreases. The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

B103.2 Increases. The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the *International Wildland- Urban Interface Code*.

SECTION B104 FIRE-FLOW CALCULATION AREA

B104.1 General. The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.

B104.2 Area separation. Portions of buildings which are separated by fire walls without openings,

constructed in accordance with the International Building Code, are allowed to be considered as separate fire-flow calculation areas.

B104.3 Type 1A and Type 1B construction. The fire-flow calculation area of buildings constructed of Type 1A and Type 1B construction shall be the area of the three largest successive floors.

Exception:

Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two- family dwellings shall be 1,000 gallons per minute in urban areas and 500 gallons per minute in rural areas.

Exception:

A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.

Table B105

APPLICATION	FIRE FLOW REQUIREMENTS (gpm)	SPACING BETWEEN HYDRANTS (feet) ^{a,b,c}	MAXIMUM DISTANCE FROM THE CLOSEST POINT ON A BUILDING TO A HYDRANT (feet) ^e
Commercial/ Multifamily	1,500	600	300 ^d
One- & Two- Family Dwelling - Urban	1,000	800	400
One- & Two- Family Dwelling - Rural	500	800	400

- a) Reduce by 100 feet for dead-end streets or roads.
- b) Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or are arterial streets, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.
- c) Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d) For buildings equipped with a standpipe, see Section 507.5.1.1.

B105. Water supply for buildings equipped with an automatic sprinkler system. For buildings equipped with an approved automatic sprinkler system, the water supply shall be capable of providing the greater of:

- 1. The automatic sprinkler system demand, including hose stream allowance.
- 2. The required fire-flow.

Appendix C is deleted in its entirety and readopted to read as follows:

APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

SECTION C101 GENERAL

C101.1 Scope. Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction.

SECTION C102 LOCATION

C102.1 Fire hydrant locations. Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets.

SECTION C103 NUMBER OF FIRE HYDRANTS

C103.1 Fire hydrants available. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table B105 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

SECTION C104 CONSIDERATION OF EXISTING FIRE HYDRANTS

C104.1 Existing fire hydrants. Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.

SECTION C105 DISTRIBUTION OF FIRE HYDRANTS

C105.1 Hydrant spacing. The average spacing between fire hydrants shall not exceed that listed in Table B105. Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table B105.

Exception:

The fire chief is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Appendix D is deleted in its entirety and readopted to read as follows

APPENDIX D FIRE APPARATUS ACCESS ROADS

SECTION D101 GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the International Fire Code.

SECTION D102 REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds (36,287 kg).

D102.2 Access road construction. All access roadways must be all weather driving surfaces capable of supporting fire apparatus. Surface shall be asphalt, concrete, or compacted road base and engineered for the imposed loads.

D102.2.1 Temporary emergency access. Compacted road base or chip shall only be used for a temporary emergency access. Temporary access shall be available as long as the site is under construction. Thereafter permanent fire lanes shall be accessible and unobstructed at all times.

D102.2.2 Permanent emergency access. All permanent points of access shall be hard decks consisting of asphalt or concrete designed to HS 20 or support 40 tons (36,287 kg). Compacted road base or other surfaces engineered and capable of supporting the imposed loads may be approved for ground mounted solar installations, cell towers and similar isolated facilities and structures when approved by the fire code official.

D102.2.2 Installation timing. All required access roads must be installed and serviceable before aboveground construction begins.

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7,925 mm) exclusive of shoulders.

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. Exception: Grades steeper than 10 percent as approved by the fire code official. (See section D105.5 for aerial fire apparatus access roads.)

D103.3 Turning radius. The minimum turning radius shall be 25 feet inside radius and 50 feet outside radius.

D103.4 Angle of Approach/Departure. Grade changes upon a Fire Apparatus Access Road or when entering or exiting from or to a Fire Apparatus Access Road shall not exceed a 10 percent Angle of Approach or Angle of Departure.

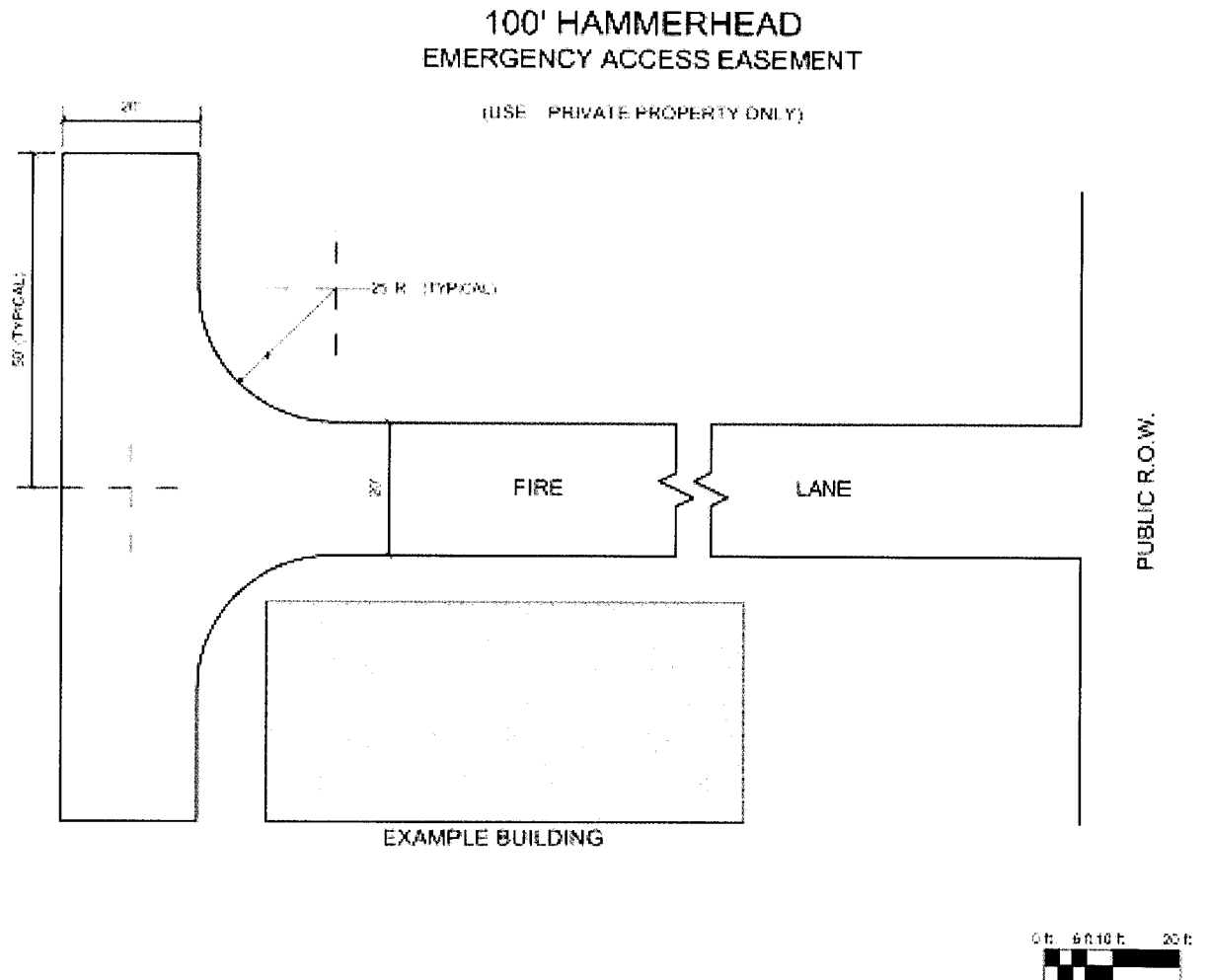


Figure D103.1

100' DIAMETER
CUL-DE-SAC
FOR USE ON PUBLIC OR PRIVATE PROPERTY

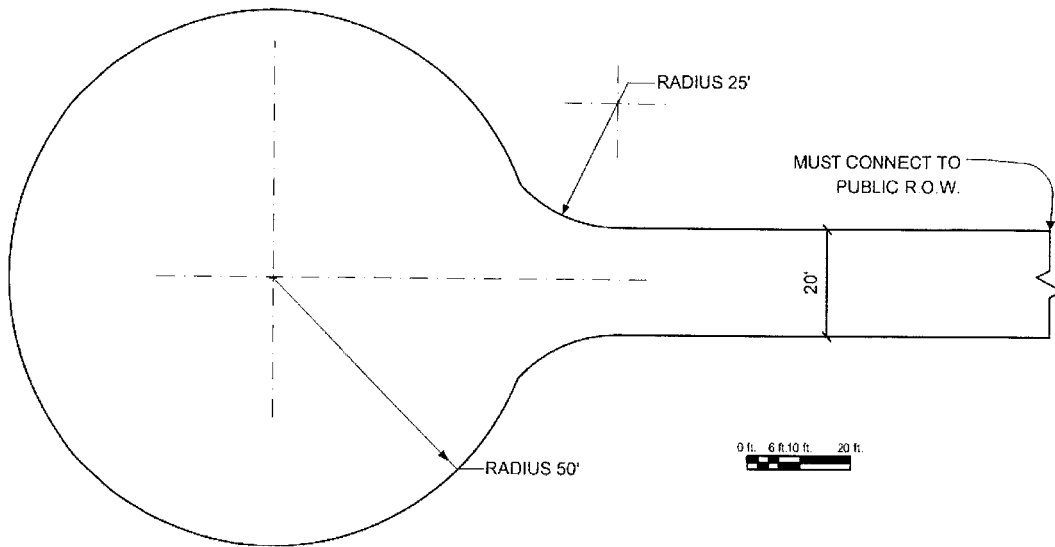


Figure D103.1 (cont.)

ALTERNATIVE HAMMERHEAD
EMERGENCY ACCESS EASEMENT
(FIRE LANE)
USE: PRIVATE PROPERTY ONLY

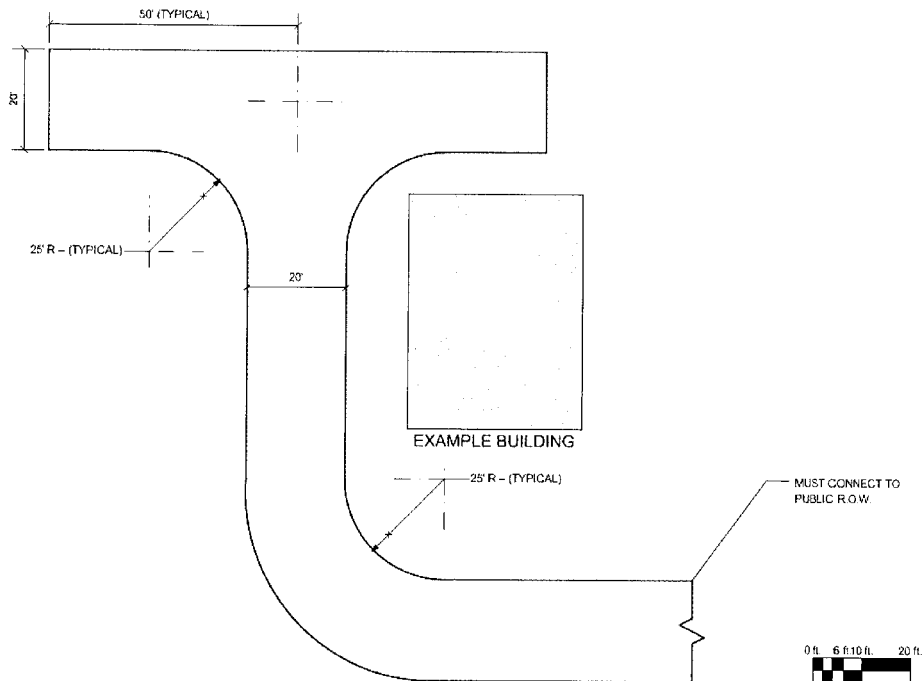


Figure D103.1 (cont.)

D103.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (46 m) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE 103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-660	20	100-foot hammerhead, 100-foot cul-de-sac in accordance with Figure D103.1
Over 660	Special Approval Required	

D103.5.1 Second Point of Access Required. A second point of access shall be required when the primary access roadway exceeds 660 feet (201 m) in length.

Exception: Where all dwelling units beyond 660 feet (201 m) are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.

D103.5.2 Third Point of Access Required. A third point of access will be required when any access road exceeds a distance of 1320 feet (1/4 mile) (402 m) in length.

Exception:

Where all dwelling units beyond 660 feet (201 m) are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from only two directions shall be required.

D103.5.3 Fourth Point of Access Required. A fourth point of access will be required when access road exceeds a distance of 2640 feet (1/2 mile) (804 m) in length.

Exception:

Where all dwelling units beyond 660 feet (201 m) are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from only three directions shall be required.

D103.5.4 Access location. Where two or more points of access are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line.

D103.6 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6,096 mm). Where a fire apparatus road consists of a divided roadway, the gate shall be not less than 12 feet (3,658 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices must be approved by the fire code official.
6. Methods of locking the gate must be approved by the fire code official.
7. Manual opening gates shall not be locked with a padlock or chain and padlock unless the padlock is approved by the fire code official and is compatible with the approved Key Boxes in use by the fire department.
8. Gate design and locking device specifications shall be submitted for approval by the fire code official prior to installation.
9. Electric gate operators, where provided, shall be listed in accordance with UL325.
10. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200.

D103.7 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D 103.6 or other approved sign. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by section D103.6.1 or D103.6.2.



FIGURE D103.7
FIRE LANE SIGNS

D103.7.1 Roads 20 to 26 feet in width. Fire lane signs as specified in D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6,096 to 7,925 mm).

D103.7.2 Roads more than 26 feet in width. Fire lane signs as specified in D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7,925 mm) and less than 32 feet wide (9,754 mm).

D103.7.2 Minimum Overhead Clearance. Fire access roads shall have a minimum overhead clearance for the entire width of the access road of not less than 14 feet (4,267 mm).

SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9,144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

Exception:

Buildings or facilities exceeding 30 feet (9,144 mm) or three stories in height may have a single approved fire apparatus access road when the buildings are equipped with approved automatic sprinkler systems.

D104.2 Buildings exceeding 62,000 ft² in area. Buildings or facilities having a gross building area of more than 62,000 ft² (5,760 m²) shall be provided with two separate and approved fire apparatus access roads.

Exception:

Projects having a gross building area of up to 124,000 ft² (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.

D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

SECTION D105 AERIAL FIRE APPARATUS ACCESS ROADS

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9,144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7,925 mm), exclusive of shoulders, in the immediate vicinity of any building or portion of building more than 30 feet (9,144 mm) in height if the fire access road is not a dead end. Dead end fire apparatus access roads for aerial apparatus access shall be a minimum of 30 feet (9,144 mm) wide.

D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4,572 mm) and a maximum of 30 feet (9,144 mm) from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

D105.5 Grade. Aerial fire apparatus access roads adjacent to the building shall not exceed five percent in grade.

SECTION D106 MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

Exception:

Projects having up to 200 dwelling units may have a single approved fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems installed in accordance with Section 903.3 1.1.

D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads and that comply with Section D103.4.4.

Exceptions:

Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.

D107.2 Future Connections. The number of dwelling units on a single fire apparatus access road shall not exceed 30 dwelling units unless fire apparatus access roads will connect with future development, as determined by the fire code official.



Wellington Fire Protection District

PO Box 10 / 8130 3rd St. Wellington CO 80549

IFC FIRE CODE RESOLUTION FOR 2025 REGULAR DISTRICT BOARD MEETING

WELLINGTON FIRE PROTECTION DISTRICT RESOLUTION NO. 2025-009

A RESOLUTION ADOPTING THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE, REGULATING AND GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATIONS

WHEREAS, the Board of Directors of the Wellington Fire Protection District (WFPD) have previously adopted the 2018 International Fire Code.

WHEREAS, the Board of Directors deems it necessary to adopt the following code for the purpose of establishing rules of conduct and standards for the protection of life, health, property, security and welfare of the inhabitants of the District; and

WHEREAS, the Board of Directors has considered the effect of fire code enforcement within the boundaries of the District and has determined that enforcement of the proposal codes would not cause undue hardship or suppression of economic growth within the district; and

WHEREAS, the Board of Directors has studied the necessity for realistic and reasonable level of fire protection to be provided by a fire protection district

NOW, THEREFORE, be it resolved by the Board of Directors of the Wellington Fire Protection District in the County of Larimer, State of Colorado that:

1. The WFPD Board of Directors adopts the 2024 International Fire Code

ADOPTED AND APPROVED this 19th day of November, 2025

WELLINGTON FIRE PROTECTION DISTRICT

By _____
Board President

ATTEST:

By _____
Board Secretary

COLLECTIVE BARGAINING AGREEMENT
between
WELLINGTON FIRE PROTECTION DISTRICT
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
WELLINGTON FIREFIGHTERS
LOCAL 5389

January 1, 2026 through December 31, 2026

TENTATIVE AGREEMENT

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DEFINITIONS

BOARD. The term “Board” shall mean the Board of Directors of the District.

DISTRICT. The term “District” shall mean the Wellington Fire Protection District. It shall include authorized officers, representatives, and agents.

FIRE CHIEF. The term “Fire Chief” shall mean the fire chief of the District.

FIREFIGHTER. The term “Firefighter” shall mean an employee of the District whose primary duties are directly involved with the provision of firefighting and/or emergency medical services. “Firefighter” does not include non-sworn or clerical personnel or volunteer firefighters. Further, “Firefighter” does not include any supervisor who holds the rank of a chief officer. (Firefighter in 4.1.2 is in reference to rank).

UNION. The term “Union” shall mean the International Association of Firefighters Local 5389. It shall include all authorized officers, representatives, and agents.

PROFESSIONAL FIREFIGHTER. Any firefighter who is a fulltime paid firefighter

PREAMBLE

It is the public policy of the District to promote and maintain harmonious relations between the Board and the full-time Firefighters employed by the District to protect the public health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of the District. This policy is implemented by recognizing and defining the rights of full-time Firefighters in this Agreement to join organizations of their own choosing for the purpose of representation in matters affecting employee relations or to represent themselves individually in said matters in dealings with the Board. Additionally, the Board and Union desire an opportunity through this Agreement to provide for equitable and peaceful adjustment of differences which may arise, and to establish standards of wages, hours, and certain other conditions of employment

GENERAL

This Agreement is entered into by and between the WELLINGTON Fire Protection District (here in after referred to as the "Board" or "District") and Local 5389 of the International Association of Fire Fighters (hereinafter referred to as the "Union").

It is the purpose of this Agreement to supersede and replace any and all prior agreements between the Board and the Union, in order to achieve and maintain harmonious relations between the Board and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive representative of all full-time Firefighter employees of the District, except the fire chief and those officers above the rank of captain.

1.1 FREEDOM OF ASSOCIATION

Notwithstanding the aforementioned provision, each and every employee of the District shall have the right to join, or refrain from joining, any lawful organization for their benefit or economic improvement and for the advancement of the purposes of the Board.

1.2 REPRESENTATIVE AND NEGOTIATION GUIDELINES

Any labor or employee organization acting on behalf of a designated bargaining unit may file a petition with the Board for recognition as the exclusive bargaining agent. The petition must contain the signatures of more than 50% of the employees within the bargaining unit and allege either that said employees desire to be represented for the purpose of collective bargaining, or that the labor or employee organization presently certified as the exclusive bargaining agent is no longer the choice of the majority of the employees of the bargaining unit as their exclusive bargaining agent.

Where a petition has been filed pursuant to the above provision, the Board shall either agree to acknowledge the Union without further proceedings or shall conduct a secret ballot of all eligible employees (those within the bargaining unit) to determine if and by whom the employees wish to be represented. An affirmative vote of at least a majority of all employees eligible to vote shall be conclusive.

ARTICLE II TERMS

2.1 TERM AND RENEWAL

This Agreement shall be effective as of January 1, ~~2025~~ 2026, and shall remain in full force and effect through December 31, ~~2025~~ 2026. This agreement shall remain in effect until a successor agreement is agreed upon by both parties. The board of directors and the executive board of the Union shall meet for the purpose of negotiating salaries, health benefits, pension benefits, and ~~two six~~ additional items; each party to select ~~one~~ three such item for negotiating a successor agreement.

All financial commitments that extend beyond the one year shall be subject to annual appropriation by the Board for the next budget year.

Negotiations shall commence on or after July, 1 2025, and any unresolved issues shall be submitted to mediation. The mediator shall be chosen in accordance with the selection provisions of Section 19.1 of this contract. The request for a panel of mediators from the Federal Mediation and Conciliation Service shall be formed. If the mediation process has not resulted in an agreement as to the negotiated issues, the parties shall move to advisory arbitration with an arbitrator who is chosen in accordance with the selection provision contained in Section 19.1 of this contract. The arbitrator shall select between the final offer of each party submitted to the opposing party on each unresolved issue. The arbitrator shall notify the parties of his/her decision, which shall be advisory upon all parties involved. It is specifically understood and agreed that the parties shall continue to negotiate and may reach agreement on any and all unresolved issues through the mediation and arbitration process.

2.2 BUDGET INCREASE LIMITATIONS

Both parties recognize that the ability of the District to increase expenditures is subject to limitations imposed by the Division of Local Government, Article 10, Section 20 of the Colorado Constitution and the voters of the District, also known as the Taxpayer Bill of Rights (TABOR). This Agreement shall be reopened prior to the necessity of laying off any District personnel when it is shown to the firefighter representatives, during and only during the budgeting process, that revenue sources are not sufficient to fund its obligations.

2.3 UNION NEGOTIATORS

In the event of negotiations or renegotiations of the provisions of the Agreement, reasonable numbers of negotiators selected by the Union (not to exceed three, and one alternate) shall be

released from their regular duties, without loss of pay, for all meetings when such representatives would normally be on duty.

ARTICLE III WORK SCHEDULES

3.1 WORK HOURS

- 3.1.1 Those Firefighters assigned to line duty shall work a 24-hour, three platoon system. For the purpose of this Agreement only, such Firefighters shall be designated as line duty Firefighters and/or shift Firefighters. Those hours will be assigned by the fire chief and approved by the Union for a total of 56 hours a week. Subject to the provisions of Section 4.1, which defines the hourly rate for hours worked in excess of the FLSA period; i.e., in excess of 216 hours per 27-day period or in excess of 192 hours per 24-day period, overtime will be paid at time and one-half of the hourly rate.
- 3.1.2 Those Firefighters assigned to other than line duty, shall work those hours as assigned by the fire chief for a total of 40 hours minimum per week. For purposes of this Agreement only, such Firefighters shall be designated as daytime Firefighters.
- 3.1.3 Overtime shall be paid at time and one-half of the hourly rates for daytime Firefighters.
- 3.1.4 Because daytime uniformed Firefighters are paid the same yearly and monthly salaries as shift workers under Section 4.1, daytime Firefighters who work shift duties, pursuant to Section 3, shall be paid overtime shift worker hourly rates.
- 3.1.5 Firefighters that have worked, or are scheduled to work, 72 consecutive hours will not accept an overtime, detail assignment or trade shift without at least 24 consecutive hours in an off-duty status except for Emergency recall to duty, Hold-overs to complete the duty shift, Mandatory training hours, or Approval of the Fire Chief

3.2 HOLIDAYS FOR DAYTIME FIREFIGHTERS

The following days shall be holidays for daytime Firefighters: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Any daytime Firefighters working on these days will receive monetary pay at the rate of 1½ times their hourly base rate.

3.3 HOLIDAYS FOR SHIFT FIREFIGHTERS

The following days shall be holidays for shift Firefighters: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving,

the day after Thanksgiving and Christmas. All District shift personnel shall receive 8 hours straight pay at their base pay rate.

3.4 HOLIDAY DEFINITIONS

The definition of a holiday is the day that it is observed.

3.5 EMERGENCY RECALL

Off duty Firefighters shall be subject to emergency recall at the discretion of the fire chief. All emergency recalled Firefighters shall be compensated for emergency recall in accordance with Section 3.8 below. Payment for recall hours shall begin at the time the Firefighter is required to report for duty. A 2 hour minimum will be paid to all recalled Firefighters at 1 ½ hour rate.

3.6 AUTHORIZED HOLDOVER

Holdover time shall be compensated in the same manner as recall with any major fraction of one-quarter hour being credited as one-quarter hour. As with recall, compensation shall be in accordance with Section 3.8 below.

3.7 AUTHORIZED CALL BACK (FOR MINIMUM STAFFING)

All Firefighters called back for duty shall be compensated in accordance with Section 3.8 below. Time shall be computed from the time the Firefighter reports to the assigned station for duty and checks in with the station officer or district chief if the station officer is not in quarters.

3.8 USE OF COMPENSATORY TIME

3.8.1 Notwithstanding the foregoing requirement that Firefighters be compensated at 1½ times the individual hourly rate for overtime work. Compensatory time off may be provided to Firefighters in lieu of monetary compensation for time required of a Firefighter beyond the regular shift for staff and other special meetings (by example, but not by way of limitation); i.e., for safety council meetings, for educational programs and conferences, and for other matters where an Firefighter's time is required by the District.

3.8.2 Reimbursement through compensatory time shall be at the rate of 1½ hours of compensatory time for each hour of overtime worked. The maximum compensatory time which may be accrued by any Firefighters shall be 72 hours. A Firefighter who has accrued the maximum number of compensatory hours shall be compensated in cash for any additional overtime hours of work.

3.8.3 Upon separation, if an Firefighter has accumulated time, he/she shall be entitled to be paid for the remaining compensatory time at his/her regular hourly rate.

- 3.8.4 24 hours of compensatory time per shift will be available for members' use per District policies and procedures.

3.9 TRADING TIME

Voluntary trading of time between Firefighters will be allowed so long as the Firefighter involved in the trading of time complies with administrative procedures and directives of the fire chief or his/her designee. Trading of time will be done within the limits of the Firefighter's acting capacity, with approval of the district chief. In no event shall the District incur any expense for trading time.

**ARTICLE IV
COMPENSATION**

4.1 SALARIES

4.1.1 The District base salaries paid to shift Firefighters, excluding longevity or special teams pay shall be regarded as payment for one hundred six (106) hours per 14-day work period. Hours in excess of 106 shall be paid at 1½ times the hourly rate. For the purposes of determining the hourly rate per Firefighter, the Firefighter's salary shall be divided by 2,912 for Uniform Line Personnel and 2080 for Uniform Day. Holiday compensation as provided by Sections 3.2, 3.3 and 3.4, shall not be deemed to be included in base salary and shall be deemed extra pay.

4.1.2 The salary schedule for 2026 shall be:

Grade	Year	Rank	Hourly Rate	Annually
1	0-1	Probation	\$22.23	\$64,729
2	2	Firefighter	\$23.56	\$68,613
3	3	Firefighter/ DO	\$24.90	\$72,496
4	4	Firefighter/ DO	\$26.24	\$76,409
Top	5	Senior FF	\$27.57	\$80,293

Grade	Year	Rank	Hourly Rate	Annually
DOE		Lateral		
1	0-1	Probation	\$29.99	\$87,325
2	2	Captain -Lieut	\$31.45	\$91,575

3	3	Captain Lieut	\$32.90	\$95,795
4	4	Lieut/Capt.	\$34.36	\$100,045
Top	5	Lieut/ Captain	\$35.81	\$104,264

4.2 LONGEVITY PAY

At the first pay period in December following five (5) years of full-time service to the District, Firefighters shall become entitled to an annual longevity bonus, to be paid in accordance with the following schedule:

0 through 4 years of service	\$0
5 through 9 years of service	equal to 1% of grade 1 Firefighter annual salary
10 through 14 years of service	equal to 2% of grade 1 Firefighter annual salary
15 through 19 years of service	equal to 3% of grade 1 Firefighter annual salary
20 through 24 years of service	equal to 4% of grade 1 Firefighter annual salary
25 years of service and beyond	equal to 5% of grade 1 Firefighter annual salary

4.3 ACTING POSITIONS

Acting pay will be added to the base pay of any Firefighter who is temporarily assigned to work in an acting position higher than his/her present rank as determined by the District's Board-adopted organization chart and staffing reports. The rate of payment shall be 100% of the difference between the hourly rate of payment for the position in which he or she is acting and the hourly rate of the Firefighter's current rank. Such acting Firefighter shall be paid for each hour, or portion thereof, as the Firefighter actually works in the acting position.

All Firefighters filling that position will be compensated retroactive to the first hour. Management reserves the right to utilize "rovers" to be assigned on a temporary basis to any vacant position caused by illness, leave, vacation or any other reason.

ARTICLE V VACATION

5.1 VACATION

5.1.1 Any shift Firefighter that transfers to day shift assignment shall be required to utilize accrued vacation according to the day shift accrued schedule. The following conversion factors will be used when a Firefighter transfers to day shift assignment or back to duty on the line. If the Firefighter's employment relationship is terminated while working the day shift, the accrued vacation which has been converted pursuant to this section and which has not been utilized shall be paid at 100% the Firefighter's shift rate.

5.1.2

Vacation	0-2 Years	3-5 Years	6-10 Years	11-15 Years	15+ Years
Vacation Line Staff	96 hrs.	120 hrs.	168 hrs.	216 hrs.	240 hrs.
Cap (hrs.)	144	180	252	324	360
Carryover (hrs.)	120	150	210	270	300
Vacation Daytime Firefighter	80 hrs.	100 hrs.	140 hrs.	180 hrs.	200 hrs.
Cap (hrs.)	120	150	210	270	300
Carryover (hrs.)	100	125	175	225	250

5.2 Use of Vacation

- 5.2.1 Vacation time will be used in the year following the year of service giving rise to its accrual, including any change in vacation accrual rate. All vacations shall be picked solely on the basis of seniority based on the date of hire with the District. Vacation days may be used for time off with the district chief's approval, or his/her designee.
- 5.2.2 Vacation time accumulated to the effective date of this Agreement will continue to be recognized. When an Firefighter is off work due to an on-the-job injury or illness, he/she shall not be charged with any vacation leave, and if it cannot be used within that year it shall be carried over to the following year, and/or be paid.
- 5.2.3 A period during which an Firefighter is on leave of absence or suspension shall not be counted in the calculation of years of service for determination of vacation leave.
- 5.2.4 No Firefighter shall use un-accrued time without prior approval from the Fire Chief.

ARTICLE VI SICK LEAVE/ PTO

6.1 SICK LEAVE/ PTO

6.1.1 All Firefighters shall be granted 96 hours of sick leave/PTO per calendar year. Although granted for the year, it is earned proportionally to the time employed in the district. Sick leave usage will be charged on an hour-for-hour basis.

6.1.1.1 Effective January 1, 2026, 2027 and 2028, an additional 16 hours of sick leave/PTO will be added to the total amount of PTO granted. (2026-112 hrs. total, 2027-128 hrs. total, 2028-144 hrs. total)

6.1.2 Firefighter's Sick Leave/ PTO bank has a max of 400 hrs.

6.1.3 The District shall pay directly into an Firefighter's PEHP or 457 retirement plan 400 hours of sick leave from such Firefighter's sick leave bank at the Firefighter's then current hourly rate, provided that: (1) the Firefighter has up to 400 hours in the Firefighter's sick leave account; (2) the Firefighter has served at least 20 years with the District; and, (3) the separation from employment with the District is not due to a dismissal for cause or a resignation in lieu of such dismissal for cause. The Firefighter will be paid out at 25% up to 400 hrs into either the PEHP or 457 retirement plan.

The District shall pay directly into a Firefighter's PEHP plan or 457 retirement, up to 400 hours (max hours) at a rate of 10% , provided that: (1) the Firefighter has served at least five years with the District; and, (2) is at least 55 years of age;; and (3) the separation from employment with the District is not due to a dismissal for cause or resignation in lieu of such dismissal for cause.

6.2 LIGHT DUTY REQUIREMENT

- 6.2.1 If any Firefighter is excused from duty on paid sick leave or injury leave for a period exceeding 30 calendar days, such Firefighter shall, at the written request of the District, submit to a physical examination by the District's physician and one non-partisan physician, all at the District's expense. If the Firefighter wants to submit a report from his/her attending physician he/she may do so at his/her expense.
- 6.2.2 If it is determined, as a result of said examination, that the Firefighter would be capable of returning to work on light duty without risk to his/her health or aggravation of his/her condition, the Firefighter shall return to work and be assigned to light duty until the earlier of: (1) the date upon which the Firefighter is able to return to his/her regular duty; or, (2) one year from commencement of the Firefighter's initial absence on sick or injury leave.
- 6.2.3 Prior to the end of the one-year period, the Firefighter must make an application to the Pension Board for a normal or early retirement or disability pension or request reinstatement to active regular duty.
- 6.2.4 While on any type of sick or injury leave, the Firefighter will continue to receive his/her full pay, for 12 months from the first day of such injury or sick leave.
- 6.2.5 When a Firefighter returns to work on light duty, as described above, it shall be with full pay and benefits.
- 6.2.6 After ten weeks (400 hours) on light duty from an off-duty injury, the Firefighter will forfeit 16 hours of sick leave from their sick leave bank for every week of light duty work thereafter. The week of returning to full duty, normal retirement, or disability, will be prorated on a 40-hour work week.
- 6.2.7 Scheduling and assignment of light duty Firefighters shall be at the sole discretion of the Fire Chief.
- 6.2.8 There shall be a light duty policy that outlines the provisions of light duty assignments.

ARTICLE VII MILITARY LEAVE

7.1 MILITARY LEAVE WITH PAY

Any Firefighter covered by this Agreement who is called to active military service as a member of the Armed Forces of the United States, or who is engaged in activities in the reserve forces of the National Guard shall be granted a leave of absence to perform such military duties. Said Firefighter shall not suffer any loss of leave time or other benefits because of said military duty. Such leave shall be considered "Military Leave". Said military leave shall not exceed fifteen (15) days per year. For the purposes of this section, a "day" is one (1) twelve (12) hour shift.

ARTICLE VIII Personal Days

8.1 Personal Days

Personal day shall be ~~two~~ one day (24 hour shift) off. To accrue ~~these~~ this day the Firefighter shall attend ~~two~~ one mandatory department staff meeting. ~~These~~ this day shall only be used per District policies and procedures. ~~These~~ this day shall not roll over or accumulate for future years. ~~They~~ It shall only be used within the calendar year.

ARTICLE IX CLOTHING

9.1 UNIFORM ALLOWANCE

9.1.1 The District shall provide initial clothing per the uniform regulations and protective clothing as required by law. Thereafter the District will provide uniforms on a wear and replace basis in accordance with procedures to be established by the District. The Chief will set forth in policy all items of uniform required by uniformed Firefighter. All used uniforms to be replaced will be returned to the District in exchange for new. The District maintains its right to inspect uniforms and to require upkeep and replacement as deemed necessary.

9.1.2 The fire chief may authorize the replacement of a Firefighter's uniform damaged in the line of duty.

9.1.3 All Uniformed Personnel shall have a Class A Uniform provided to them at the district's expense at their 1 year anniversary.

ARTICLE X INSURANCE

10.1 HEALTH CARE BENEFIT

- 10.1.1 The District recognizes the strategic planning team that will comprise up to three (3) District employees appointed by the fire chief, and three (3) Union representatives appointed by the union president. One (1) appointed position for the District and one (1) appointed position for the Union will co-chair the strategic planning team. The strategic planning team will review annually all health, vision and dental insurance and present recommendations to the district for consideration. The District agrees to pay 100% of the total premium cost of the provided health care plan for the member and 50% of the premium cost of the member's spouse and dependents. The Firefighters agree to pay 50% of the total cost of the provided health care plan for spouses and dependents.
- 10.1.2 Any amounts paid by the District for health benefits under this section shall not be regarded as part of a Firefighter's wages for purposes of calculating hourly base rate.
- 10.1.3 Any applicable new federal legislation, which becomes effective during the term of this contract, may require renegotiation of this section.

10.2 LIFE INSURANCE

- 10.2.1 The District shall pay the cost of term life insurance for each individual. Coverage shall be the same as the individual's annual base pay plus longevity as set forth in this agreement capped at \$100,000. Payments made by the District for life insurance in accordance with this policy shall not be regarded as part of an individual's wages for purposes of computing retirement benefits and income.

ARTICLE XI RETIREMENT

11.1 PENSION FUND

Pension benefits for any uniformed firefighter will be governed by C.R.S. §31-3-1702 and the District's New Hires Pension Fund. Funding for New Hires will continue as outlined in C.R.S. §31-31-402.

11.2 DEATH AND DISABILITY CONTRIBUTION

11.2.1 During the term of this Agreement, the District shall pay, on behalf of all firefighters hired after January 1, 1997, the state mandated contribution for death and disability coverage pursuant to C.R.S. §31-31-811(4).

11.3 POST EMPLOYMENT HEALTH PLAN (PEHP)

11.3.1 The District will contribute \$10 per month to each Firefighter's (PEHP) plan in 2025.

ARTICLE XII RULES AND REGULATIONS

12.1 APPLICABILITY OF RULES AND REGULATIONS

The rules, regulations and operational guidelines of the District, as the same are amended from time-to-time, shall be binding upon the parties to this Agreement. Rules, regulations and operational guidelines shall not be inconsistent with terms of this Agreement. Any alleged violations of the provisions of this Agreement shall be subject to and governed by the grievance procedure contained in this Agreement. All Firefighters shall be fully informed of the rules, regulations and operational guidelines, hereafter enacted and directives thereafter issued. No changes in the grievance procedure shall be valid unless agreed to in writing by the Board and the Union. Nothing in this Agreement shall be interpreted as restricting the powers and authority of the board of directors under state law to amend the rules and regulations of the District. Amendments to the District's rules, regulations and operational guidelines may be made in consultation with the Union, but may be made without Union endorsement or ratification.

ARTICLE XIII
MANAGEMENT OF DISTRICT

13.1 RESERVATION OF MANAGEMENT RIGHTS

13.1.1 MANAGEMENT RIGHTS RESERVED. The District reserves and retains solely and exclusively all of its constitutional, statutory, and common law rights and responsibilities to manage the District and to take all necessary actions to carry out the mission of the District. The management of the District and the direction of the employees are vested solely and exclusively in the District, and shall not in any way be abridged, except as specifically limited by the express terms of this Agreement.

13.2 EXCLUSIVE MANAGEMENT RIGHTS

The exclusive rights of the District include, but are not limited to, the following:

13.2.1 To determine the mission of the District and the methods, processes, and means by which said mission is said to be fulfilled, and to decide any matters of a policy nature;

13.2.2 To determine District policy, including the right to manage the affairs of the District in all respects, including, but not limited to, determining and implementing the methods, equipment, facilities, and personnel policies, procedures, directives, practices, and other means by which District operations are to be conducted, and taking the steps it deems necessary to maintain the efficiency and safety of operations of the personnel engaged therein;

13.2.3 To develop enforce, modify, or terminate any policy, procedure, manual, work method, or the like, associated with the operations of the District

- 13.2.4 To determine training needs, methods of training, and Firefighters to be trained;
- 13.2.5 To extend, limit, or curtail the operation of the District, including to determine or consolidate the location of operations, offices, and work sites, including permanently or temporarily moving operations, in whole or in part, to other locations;
- 13.2.6 To direct the work of all employees, and determine the duties of a position;
- 13.2.7 To hire, promote, demote, classify, evaluate, and retain employees in positions with the District;
- 13.2.8 To determine the size, composition, and makeup and distribution of the workforce, including staffing levels;
- 13.2.9 To demote, suspend, discharge or otherwise discipline employees for cause;
- 13.2.10 To transfer, assign, and schedule employees, including determining schedules, creating schedules, and establishing or modifying the workweek, including mandatory overtime work.
- 13.2.11 To determine whether to lay off employees due to, lack of work, lack of funds, or for other legitimate reasons;
- 13.2.12 To determine its budget, organization, and the merits, necessity, and level of any activity or service provided by the District, and other fiscal policies; and,
- 13.2.13 To determine whether to merge with any other fire district or municipality;

13.3 AUTHORITY OF FIRE CHIEF.

Nothing in the Agreement shall be construed to limit the authority of the Fire Chief to exercise powers of discipline. However, in exercising Management Rights, nothing shall be construed or applied which negates, modifies, or supersedes the rights of Firefighters or the Union where such rights are specifically included in this Agreement.

**ARTICLE XIV
STRIKES AND LOCKOUTS**

14.1 NO LOCKOUT

The District agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down or curtailing of any specific operation or any part thereof shall not be construed as a lockout.

14.2 NO STRIKES

The delivery of fire protection services to the citizens of the District in the most efficient, effective, and courteous manner is of paramount importance to the District and the Union. Acceptance of public employment carries with it an obligation and responsibility to act affirmatively at all times to ensure the continuation and promotion of the public's health, safety, and welfare. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. During the term of this Agreement, the Union will not cause, or permit its members to cause, nor will any member of the representative unit take part in any strike, sit down, slow down, stay in, walkout, curtailment of operations, or any picketing. All Firefighters and the Union are prohibited from engaging in this conduct. Any violation of the foregoing provision shall be grounds for immediate discharge.

**ARTICLE XV
UNION BUSINESS**

15.1 DUES CHECK OFF

The District agrees to deduct each pay period, dues and assessments in an amount certified to be current by the secretary/treasurer of the Union from the pay of all Firefighters who are covered by this Agreement and who have agreed to these deductions. The total amount of deductions shall be remitted each month by the District to the secretary/treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

15.2 INDEMNIFICATION

The Union agrees to indemnify and hold harmless the District for any loss or damage arising from the operation of this Article, unless such loss or damage is caused or contributed by the action of the District; provided that the District shall forward copies of any written claim or any documents filed to initiate or proceed upon any civil action questioning the propriety of any provision in this Article to the Union and provided further, the District shall permit and allow the Union and its attorney(s) to fully control and fully participate in the defense of any such action.

15.3 UNION LEAVE

15.3.1 Officers of the Union and their representatives shall be entitled to leave with pay for official union business and conventions provided 96 hours of notice is provided to the Chief. The leave will be limited to a total of 9- twenty four hour shifts per year.

15.3.2 The above listed Union Leave is in addition to leave which is granted for union officers acting in official capacities in grievance hearings, arbitration hearings, and negotiation

sessions. It is understood that the number of union officers or members representing the union eligible to receive leave with pay during negotiations shall not exceed two.

ARTICLE XVI GENERAL MATTERS

16.1 AMENDMENTS

No change, recession, alteration, modification, or amendment of this Agreement, in whole or in part, shall be valid unless the same is ratified in writing by both the District and the Union.

16.2 GOVERNING LAW

This agreement shall be governed and constructed according to the constitution and laws of the state of Colorado.

16.3 SEVERABILITY

If any provision of this Agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision never had been inserted in this Agreement.

16.4 SCHOOLING OR SPECIAL EDUCATION

16.4.1 The District shall continue to pay all tuition, books, fees and expenses incurred for schooling or special education, which is a job requirement, except for prerequisite education.

16.4.2 The District shall pay tuition, books, fees, and pre-approved related expenses for post-secondary, accredited education, which is work-related, but not job required. All education must be pre-approved by the District and meet the intent of applicable

Administrative Procedures. Any amount paid by the District for education, in accordance with this section shall not be regarded as part of an Firefighter's wages for purposes of calculating hourly base rate. Additionally, the District shall reimburse a member up to 75% of the tuition and book expenses, up to a total of \$4,000 per year for education which is work related but not job required. Education funding from the District will have a lifetime cap of \$24,000. All education must be pre-approved by the District for reimbursement. Reimbursement is contingent on a passing grade or certificate of completion.

- 16.4.3 The District retains the discretion to pay or not to pay for work-related but not job required education.

16.5 SEPARATED FIREFIGHTER

- 16.5.1 Vacation time accrued and unused from the previous year will be paid at the prior salary rate.
- 16.5.2 Prior to a separated Firefighter's final pay, an audit will be performed of owed vacation time and that monetary amount shall be reduced from muster out pay to be paid in full to the owed Firefighter at the current hourly rate of the separated Firefighter.
- 16.5.3 Muster out pay will be paid one pay period following the last paycheck for regularly worked hours.

16.6 TERMINATED FIREFIGHTER

Terminated Firefighters shall be compensated for all accrued and unused vacation time at their current hourly rate.

16.7 BENEFICIARY OF ESTATE

- 16.7.1 In case of the death of a firefighter (on or off duty), the firefighter's beneficiary will be compensated for all the accrued and unused vacation time accumulated at the salary rate at the time of death.
- 16.7.2 In the event a firefighter is killed in the line of duty or dies from injuries sustained in the line of duty, the District shall pay the cost of funeral expenses up to a maximum of \$20,000, which amount shall be offset by any other payments for funeral expenses

made by insurance or by any other agency or organization or person(s) (other than relatives of the firefighter). This payment shall be made to the firefighter's estate.

16.8 BEREAVEMENT LEAVE

Shift workers will be granted two full shifts (48 hours) of bereavement leave with pay, and day workers will be granted 50 hours of bereavement leave with pay, which leave will not be deducted from vacation time or accumulated sick leave, in the event of a death in the immediate family of the Firefighters or the Firefighter's spouse. Immediate family is defined to include spouse, member's and or spouse's children, father, mother, brother, sister, grandchild, grandparents or great grandparents, and other members of the family at the fire chief's discretion or his/her designee. An extension of leave may be granted at the Chiefs discretion.

16.9 EMERGENCY LEAVE

Emergency leave may be granted by the district chief or designee to a member for an emergency to a member's immediate family member defined to include spouse, member's and or spouse's children, father, mother, brother, sister, grandchild, grandparents or great grandparents. The firefighter must use PTO, Vacation, or Compensatory time. Emergency leave applies to emergencies requiring immediate medical attention. The leave may be granted for up to an entire shift or for the remainder of the shift (and for the work day or remainder of the work day for day worker) on which the emergency is incurred. Any such emergency leave granted shall not be carried over to another shift or to another workday. If further time is required the member shall be responsible for using their compensatory time or obtaining the proper trade time.

16.10 STAFFING

The District and the Union recognize the goal of the District is to meet the intent of NFPA 1710 for reasons of safety and a high level of service. Accordingly, it is mutually agreed that all engine companies shall have the minimum staffing of 3 full time professional firefighters. In the event that staffing is reduced to one engine, staffing shall consist of three full-time Wellington Professional Firefighters.

In the event that budget and other factors, such as changes in technology, dictate a different level of staffing, the District and the Union will confer prior to changing the staffing levels stated in this Article to find an amicable solution.

16.11 PROMOTIONS

The parties will follow the policies as outlined in District Policy #100-XX.

16.12 DISTRICT GROWTH AND TRIGGER CLAUSE

16.12.1 District Growth

It is the intent of this section to recognize that as the District continues to expand, both in service demands and financial capacity, that the Parties should maintain proactive and positive communication regarding matters impacted by such growth. Growth shall include, but is not limited to, increased staffing, new stations or apparatus, changes in service delivery models, or substantial budget increases. The parties agree to meet and confer over the impacts of District growth. In doing so, the Union may provide its input to the District regarding such impacts and Union's interests related to them. The District shall receive and consider this input as the District makes, in its sole discretion, its operational and management decisions. No mutual agreement is required on any growth issue with the intent of this provision being the ability of the parties to have open and transparent dialogue on these matters.

16.12.2 Trigger Clause

It is the intent of this section to provide a mechanism that activates the meet and confer meeting requirement as set forth in Article 16.12.1 when specific, pre-defined conditions are met. The following will be considered triggers to meet and confer meeting process on growth impacts:

1. Call Volume: An increase of 25% or greater in annual call volume over a rolling two-year average.
2. New Facilities: The opening of a new fire station or substation within the District.
3. Apparatus Expansion: The addition of a staffed engine, ladder, rescue or ambulance into service.

Upon the occurrence of a trigger event, the District and the Local shall meet and confer in a timely manner to discuss the potential impacts of the growth trigger on the District and personnel. The goal of this provision is to ensure timely and collaborative adjustments between the parties, in particular input from the Union to the District, in response to material changes that may impact the District and the members of the Local.

ARTICLE XVII
SPECIALIZED DIVISIONS

17.1 TECHNICIAN PAY

For serving in any of the following special divisions within the District, a member shall be paid technician pay for each of the following divisions. Except for paramedics and uniformed daytime Firefighters, technician pay shall not be considered in the calculation of the base hourly rate or any other benefit of each member receiving the same.

17.1.1 All certified paramedics shall receive a \$1000.00 stipend annually.

17.1.2 The district shall not be responsible for the recertification of Paramedic licensure and shall not bear any expense in obtaining a Paramedic certification.

ARTICLE XVIII GRIEVANCE PROCEDURES

18.1 DEFINITIONS

- 18.1.1 **Grievance:** A grievance shall mean a complaint by a Firefighter, Firefighters, the Union, or the District that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of the Agreement between the District and the Union. The term grievance shall not apply to: (1) any discipline or charges against a member for violation of rules and regulations of the District; (2) any matter as to which the Board is without authority to act; (3) any matter where the method of review is prescribed by law. An aggrieved person is a Firefighter(s) asserting a grievance. The Union may assert a grievance, which, in its judgment, affects a group of Firefighters.
- 18.1.2 **Grievant:** The term "grievant" shall mean a Firefighter who has filed a written Grievance bearing the Firefighter's signature. Where a Grievance affects a group of Firefighters and the Union has asserted the Grievance on behalf of all affected Firefighters, the Grievant shall be the Union and not the individual Firefighters.

18.2 PURPOSE

Nothing herein contained will be construed as limiting the right of any Firefighter having a grievance to discuss the matter informally with any appropriate member of the supervisory staff and having the grievance adjusted, provided the adjustment is consistent with the terms of the Agreement and provided the Firefighter follows the chain of command. Good morale is maintained, as issues or challenges arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. The Union shall have the opportunity to be present and to state its views at any level in the grievance procedure beyond Step 1.

18.3 RIGHTS OF FIREFIGHTERS TO REPRESENTATION

- 18.3.1 No Discrimination. There shall be no discrimination against any Firefighter, Union representative, or other participant in the Grievance process based upon participation in the Grievance process.
- 18.3.2 Representation by Union. A Grievant may be represented by the Union at any stage of the Grievance process and additionally may seek the assistance of the Union in the preparation and presentation of the Grievance.

18.4 Form of Formal Grievance

Any formal Grievance must be in writing and contain the required information as set forth below. Neither the District nor the Union is required to act upon Grievance that does not contain all of the required information as set forth below:

- 18.4.1 The date the dispute or event(s) giving rise to the grievance;
- 18.4.2 A statement of any efforts to resolve the dispute through the chain of command;
- 18.4.3 The name of the Grievant(s);
- 18.4.4 A description of the dispute or event(s) giving rise to the Grievance, including, but not limited to a description of how, when, and where it arose; the parties involved; and its present status;
- 18.4.5 All documentary evidence in support of the Grievance;
- 18.4.6 A statement with a description of the specific provision(s) of this Agreement that has been allegedly violated, misinterpreted, or inequitably applied;
- 18.4.7 A proposal for how the Grievant believes the dispute should be resolved;
- 18.4.8 The date of the Grievance, and;
- 18.4.9 The signature of the Union President or designee and the signature of the Grievant. If the Grievance is on behalf of a class of Firefighters, the signature of the Union President or designee and only one member of the class will be required.

18.5 PROCEDURE

No grievance shall be recognized unless it shall have been presented at the appropriate level within fourteen (14) calendar days after the aggrieved person knew, or should have known, the act or condition on which the grievance was based. The time limits specified in these procedures may be extended by mutual agreement of the involved parties. In any event, the Firefighter shall perform his/her assigned task and aggrieve his/her complaint later.

- 18.5.1 Step 1. **Request for Grievance with the Union: The aggrieved Firefighter shall notify a Union representative as to the particulars of the complaint (informal).** An earnest effort should be made to resolve said differences by a meeting between the Firefighter(s), the Union, and the Chief or his/her designee. If the matter is not resolved at Step 1 the Firefighter or his/her representative may proceed to Step 2. However, failure to proceed to Step 2 shall constitute affirmation by the Firefighter to the fact that the matter was settled at Step 1.

18.5.2 Step 2. **Request for Grievance with the Union:** If such grievance is not resolved within **two (7) calendar days thereafter, the Firefighter(s) shall present his/her grievance to the Executive Board of the Union in writing within two (2) calendar days.** The Executive Board of the Union shall then discuss the grievance in accordance with the Constitution and Bylaws of the Union and handle all grievances so presented to them within five (5) calendar days, and report their action to the subsequent meeting of the Union.

18.5.3 Step 3. **Filing Formal Grievance with Fire Chief:** In the event the Executive Board **decides that the grievance is justified it shall notify the Chief of its decision in writing with a request to meet for the purpose of resolving said grievance within two (2) calendar days.** The Chief shall sign and date the formal Grievance to acknowledge its receipt. Said meeting shall take place within seven (7) calendar days of receipt by the Chief of the written request of the Executive Board and an earnest effort will be made to resolve said grievance. The Union and District may mutually agree in writing to extend the seven (7) day time limit. The Chief shall, thereafter, render his decision in writing within five (5) days of said meeting. If the matter is not resolved at Step 3, the Firefighter or his/her representative may proceed to Step 4. However, failure to proceed to Step 4 shall constitute affirmation by the Firefighter to the fact that the matter was settled at Step 3.

18.5.4 Step 4. **Appeal to the Board of Directors.** In the event the Union does not accept the **decision of the Chief, then it shall request, in writing, to the Board of Directors for a hearing not less than twenty (20), nor more than thirty (30) calendar days following receipt of said written notice.** The board of directors shall schedule a hearing and give notice of the date, time and place thereof to the Firefighter, the Union and the Fire Chief. Such hearings shall be conducted in accordance with the District's rules and regulations and each party shall be given the opportunity to present the facts and their respective positions concerning the grievance. The board of directors shall render, within the ten (10) days following this hearing, a final decision on the issue. If the matter is not resolved at Step 4, the Firefighter or his/her representative may proceed to Step 5. However, failure to proceed within seven (7) days after the completion of Step 4 shall constitute affirmation by the Firefighter to the fact that the matter was settled at Step 4.

18.5.5 Time Limits. With the sole exception of the provisions of 18.7.6, a decision on the grievance shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in these procedures may be extended by mutual agreement of the involved parties prior to the expiration of the time limits.

18.5.6 Request for Arbitration. Should the decision of the Board of Directors be unsatisfactory to the Union, then it shall submit the grievance to arbitration in accordance with the Colorado Uniform Arbitration Act.

18.5.7 Selection of an Arbitrator In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date the Union demanded arbitration, they shall request a panel of seven (7) from the Federal Mediation and Conciliation service and select from the panel one person to serve as arbitrator by alternatively striking names from the list until one remains. The remaining name shall be the name of the arbitrator.

18.5.8 Arbitration Meetings. The arbitrator will have authority to hold hearings and make procedural rules therefore. All arbitration meetings shall be in closed sessions and no news releases shall be made concerning subjects of the arbitration. The arbitrator will issue a report within a reasonable time after the date of the hearing or, if all hearings have been waived, then from the date of the final statements and evidence are submitted to him/her. The arbitration shall be held and completed within ninety (90) days from the selection of the arbitrator. The arbitrator's report shall be given within thirty (30) days after the final hearing date, unless otherwise mutually agreed to by the parties to this Agreement. The arbitrator's report shall be submitted in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be final and binding on the parties. No arbitrator shall have the authority to alter or amend, add to or delete from the Agreement or any of its provisions. The cost for the service of the arbitrator, including per diem expenses, plus actual and necessary travel and subsisted expenses, if any, shall be borne by both parties equally. It is understood that time frames relative to arbitration are subject to the schedule of the Arbitrator and both parties agree to accommodate as necessary.

18.5.9 Miscellaneous Grievance Provisions

18.5.9.1 Firefighter Coverage. Firefighters shall suffer no loss of pay for reasonable time necessarily lost from their regularly scheduled working hours while investigating and processing grievances as provided for in the grievance procedures. It is expressly understood that in no event shall a Firefighter representative leave his work for grievance purposes without first notifying and obtaining approval of his/her immediate supervisor. When it is necessary for a Firefighter to attend a grievance meeting or hearing during a regularly scheduled shift, the Fire Chief shall notify the Union and the Firefighter and the Firefighter shall be released from duty without loss of pay for such time as their attendance is required at such meeting or hearing.

18.5.9.2 Sharing of Information. The District agrees to make available to the aggrieved person and his/her representative, all pertinent information in its possession or control and which is relevant to the issues raised by the grievance.

18.5.9.3 Non-Grievable Matters. Matters not covered by this Agreement shall not be subject to the grievance provisions of the Agreement.

ARTICLE XIX

ARBITRATION PROCEDURES FOLLOWING GRIEVANCES

19.1 PROCEDURES

In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date the Union demanded arbitration, they shall request a panel of seven (7) from the Federal Mediation and Conciliation service and select from the panel one person to serve as arbitrator by alternatively striking names from the list until one remains. The remaining name shall be the name of the arbitrator. The arbitrator will have authority to hold hearings and make procedural rules therefore. He/she will issue a report within a reasonable time after the date of the hearing or, if all hearings have been waived, then from the date of the final statements and evidence are submitted to him/her. The arbitration shall be held and completed within ninety (90) days from the selection of the arbitrator. The arbitrator's report shall be given within thirty (30) days after the final hearing date, unless otherwise mutually agreed to by the parties to this Agreement. The arbitrator's report shall be submitted in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be final and binding on the parties.

The cost for the service of the arbitrator, including per diem expenses, plus actual and necessary travel and subsisted expenses, if any, shall be borne by both parties equally.

ARTICLE XX LEGAL PROCEEDING

20.1 LEGAL PROCEEDING

The Union expressly herein agrees that it will not institute or participate in, except as a co-defendant or a co-plaintiff with the District, any claim, lawsuit or other legal proceeding, challenging the language of this Agreement as being violated or void under law.

The Union further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the Bargaining Unit, acting on their own personal behalf and not on behalf of the Union, challenging the language of this Article as being violative or void under law, the Union shall join with the District in defending, as a party defendant, the provisions and language of this Article. The District and the Union will pay their own defense costs in such a litigation.

20.2 WAIVER OF BREACH

The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

20.3 NO THIRD PARTY BENEFICIARIES

None of the terms, conditions, or covenants set forth in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party to this Agreement. Any person

other than the parties to this Agreement who or which receive services or benefits under this Agreement shall be only an incidental beneficiary.

ARTICLE XXI PERSONNEL REDUCTION

21.1 PERSONNEL REDUCTION

- 21.1.1 The District shall notify the Union of the need to reduce the number of Firefighters who are on payroll within the bargaining unit at least 90 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 30 days, within which it shall meet and confer with the Union to discuss such action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of notice.
- 21.1.2 Each Firefighter who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 30 days before such action is to occur; of the date, the purpose and nature of the action that is to be taken with regard to him or her. The notice shall state the reasons for the action, and any rights which the Firefighter may have with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.
- 21.1.3 All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the Firefighter was hired into the Fire Department as a

full-time Firefighter. Seniority in rank or classification shall be established from the date that the Firefighter was promoted into the rank or classification which he or she currently occupies.

- 21.1.4 In the event of a tie in seniority, the tie shall be broken on the score they received during the testing process.
- 21.1.5 There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to lay off.
- 21.1.6 For purposes of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an Firefighter who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the Firefighter's favor as if the Firefighter lost no time away from work. Second, should a Firefighter return to the Department after having resigned from service or voluntarily transferred from Fire Department service, his or her seniority shall begin anew.
- 21.1.7 In the event a reduction in force is necessary, the reduction shall proceed in the following order: Firefighters shall be laid off in reverse order of departmental seniority; the most junior Firefighters within the Department shall be laid off first, without regard to rank or classification.
- 21.1.8 In the event that a reduction in force results in the need for a redistribution of Firefighters from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those Firefighters with the least tenure in the affected rank counting from the Firefighter's date of promotion.
- 21.1.9 An Firefighter who is laid off shall be paid for all accrued but unused leave time.
- 21.1.10 All Firefighters who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
- 21.1.11 If possible, each junior Firefighter who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or the classification immediately junior. This shall not pertain to layoffs, which shall be consistent with Departmental seniority rights.
- 21.1.12 Any Firefighter who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting compensation. Any Firefighter who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
- 21.1.13 If the current salary is the same as or greater than the maximum of the lower grade, the Firefighter shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the Firefighter shall receive the closest salary rate of the lower grade.

- 21.1.14 The district shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for 36 months after the date of a layoff (unless extended by the Department of Personnel) and shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any Firefighters are promoted from one rank to another or any persons are hired or transferred. No person may be hired, while any person in that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who were bumped more than one rank would be first eligible for return to the next higher rank before such position is filled by Firefighters demoted only one rank. Firefighters shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The Firefighter shall receive no credit for longevity while on layoff.
- 21.1.15 Notice of recall to the Firefighter's former position shall be given to the Firefighter in writing at his or her last known post office address, it being the Firefighter's obligation to notify the district of any change in address while laid off, or reduced in rank. The notice shall be by certified mail, return receipt requested. The Firefighter shall be given 15 days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the district.
- 21.1.16 Any Firefighter who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject to the recall or reinstatement rights of any laid off or demoted Firefighter, under the terms of this Article.
- 21.1.17 The provisions of this Article shall govern to determine the rights of any Firefighter who is demoted or laid off on or after January 1, 2025.

Tentative Agreement

This Tentative Agreement (TA) represents the full and complete understanding reached between the parties listed below on the matters contained herein. This agreement is subject to ratification by the Union Local 5389 membership and approval by the WFPD Board of Directors.

FOR THE DISTRICT

Rick Bollinger, President

FOR THE UNION LOCAL 5389

Nick Schneeberger, President

October ___, 2025