



# STONE POINT FIRE DEPARTMENT INC.

## Stations 13 & 19

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September 16, 2014

SUBJECT: Minutes of the Monthly Board of Directors Meeting September 16, 2014

### A: Roll Call:

#### Members Present:

Daniel C. Brown	Chairman
Larry D. Townsend	Vice-Chairman
Alan R. Grupy	Treasurer
Angus Pate	Secretary
Joel Siles	Member
J. Gary Turlington	Member
Jerry Hall	Member
Freddy L. Johnson Sr.	Fire Chief
Freddy L. Johnson Jr.	Deputy Chief
Matthew Williams	Asst. Chief

#### Members Absent:

### B: ANNUAL / SPECIAL / PUBLIC HEARING MEETING:

1. Not Applicable

### C: READING AND APPROVAL OF THE MINUTES OF THE LAST MEETING:

1. Secretary Pate presented the minutes from the June 17, 2014 Annual / Monthly Board of Directors Meeting for review and approval. Chairman Brown called for the approval of the June 17, 2014 minutes. **MOTION** A motion was made by Director Gary Turlington to approve the June 17, 2014 Annual / Monthly Board of Directors meeting minutes as presented. The motion was **SECONDED** by Vice Chairman Larry Townsend and **APPROVED** by all directors present.

### D: REPORT OF THE FIRE CHIEF:

1. **General Information:** The Chief welcomed everyone back from their long summer vacation and stated that we had a big agenda tonight in order to get everyone caught up since our last meeting in June.
2. **Guests:** None



### **3. Personnel:**

- 1. The Chief stated that he wanted to take this opportunity to update the board members concerning the completion of the North Carolina Fire Officer IV Certification Course. Chief Johnson Sr., and both Assistant Chief Sean Johnson and Kevin Murphy completed the North Carolina Fire Officer IV Certification Pilot Course. The North Carolina Fire & Rescue Commission (FRC) approved the course during its July meeting. They will receive their certification certificates during the October 2014 Fire & Rescue Commission meeting in Greensboro. The Chairman of the FRC will present the certificate to each graduating member. Twenty (20) Chief Officers were in the course but only 9 finished the course. Our members were the only volunteers in the course. They are amongst the first Fire Officer IV Officers in the state. There are four (4) Levels in the Fire Officer Certification program. FOIV is the highest and meets the National Fire Protection Association (NFPA) 1021 Standard – Fire Officer Professional Qualifications. Our amended By-Laws adopted in 2012 require our Chief Officer's at a minimum to possess a Fire Officer III qualification certificate. Congratulation goes to the graduating chief officers for a job very well done. FO IV requires indebt academic work along with a full presentation of your communities Risk and Hazardous Analysis along with a written examination administered by the Office of the State Fire Marshal (OSFM). The Chief further stated that the meeting is on Tuesday October 14, 2014 at 1000 hours at the Pineroth Sedgefield Fire Department located at 2239 Bishop Road, Greensboro, North Carolina 27406 Telephone # 336-299-4421. He invited anyone from the board that is free to attend.**
- 2. The Chief advised that during the last several months we had some personnel losses due to military moves, job requirements and members leaving to go to college for the fall. Due to the Trail of Terror next month our next recruit class will start on Saturday November 8, 2014 and we have plenty of applicants to choose from.**
- 3. We have made some shift assignment changes in order to better man the station between the hours of 7 AM and 7 PM. This pertains to our in-district supervisors who have been placed on twelve hour shifts rotating. This provides a Senior Shift Supervisor during the day 365 days a year. During the evening hours our Assistant Chief's serve as Duty Officers and provide oversight of the Volunteer Captain and both the Volunteer and Career Shift Lieutenants.**

### **4. Vehicles:**

- 1. 1333 is still out of service at Atlantic Fire Service pending repairs. They keep finding additional faults and we are now trying to determine if we would be better off salvaging the unit and replace it with a good used Fire Truck. The fire did extensive damage to the wiring harness and the pump. We did receive a check from VFIS in the amount of \$ 33,816.36 for damages to the vehicle. The Chief passed around a letter dated June 25, 2014 from Glatfelter Claims Management, Inc. (See Enclosure 2)**
- 2. We picked up 1331 and placed the unit back in Service last week on September 11, 2014 after all repairs have been made. The unit looks good and the body shop in Four Oaks did a great job repairing the damage. Prior to the accident the unit was serviced by H&H and it is now in service here at Station 13. H&H's Insurance carrier ERIE Insurance Exchange**



paid for the damages in the amount of \$ 9,923.42. We did not charge for the loss of a fire truck for almost two months.

3. We found some issues with 1332 which was also involved in an accident at H&H when one of our drivers failed to conduct a 360 check of the vehicle before backing and backed into a metal pole and tore the mirror off the door causing damage to the door. We repaired the door ourselves but now are noticing that the door was bent at the top and during inclement weather rain enters the cab excessively. We will take the unit to Four Oaks and have the body shop take a look at it to see if it can be bent back or if we need to replace the door.
4. 1391 our 2007 Crown Victoria had front end repairs and some internal issues repaired with the Engine Light coming on. Repaired and back in service.



5. **FY 2014-2015** Vehicle, Equipment and Fuel Expenditures as of September 16, 2014. (List from Quicken) (Also listed two previous Fiscal Years for comparison purposes)

<b>UNIT #</b>	<b>NOMENCLATURE</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>
1311	1984 Pierce Dash Engine	1,950.93	2,405.23	566.85
1331	2004 Pierce Dash Engine	14,185.29	6,563.80	3,171.52
1332	2004 Pierce Dash Engine	14,043.15	6,654.15	70.87
1333	1989 Pierce Dash Engine	7,143.17	2,667.04	0.00
1341	1984 Chevrolet ¾ Ton	3,252.54	2,480.47	71.42
1342	1990 AMC General 5 Ton Cargo Brush			0.00
1361	1999 Pierce Arrow Service	789.75	2,980.47	821.05
1362	<del>2004</del> Ford F-350 Pick Up-SOLD	627.67	8,909.55	SOLD
1371	2002 Silverado 1500 HD	2,788.91	1,572.71	28.74
1376	1984 International Rescue	1,950.01	905.15	715.35
1391	2007 Ford Crown Victoria	3,624.42	576.58	255.24
1931	1994 Quality Gladiator Engine	1,398.80	4,766.36	0.00
1932	1986 Pierce Dash Engine	4,427.30	2,480.47	469.46
1941	1984 AMC 5 Ton Truck	15,194.00	3,264.20	17.74
1962	1984 Chevrolet ¾ Ton Diesel	N/A		
Boat 13		116.34	0.00	0.00
Boat 19		0.00	0.00	0.00
Trailers		0.00	0.00	0.00
Cmd Trl			0.00	0.00
<b>MISC</b>	<b>RELATED VEH EXPENSES</b>	<b>10,580.85</b>	<b>9,902.83</b>	<b>1,141.30</b>
	<b>Total Vehicle Maintenance</b>	<b>82,073.13</b>	<b>57,129.95</b>	<b>7,801.49</b>
	<b>EQUIPMENT OTHER</b>	<b>20,393.95</b>	<b>11,193.30</b>	<b>4,916.91</b>
	<b>TOTAL VEH/EQUIP EXPENSES</b>	<b>102,467.08</b>	<b>68,323.25</b>	<b>12,718.40</b>
	<b>GASOLINE &amp; FUELS (\$20,000)</b>	<b>34,094.58</b>	<b>30,352.79</b>	<b>6,738.75</b>
	<b>GRAND TOTAL (120,000)</b>	<b>136,561.66</b>	<b>98,676.04</b>	<b>19,457.15</b>
	<b>Total over / under Budget</b>	<b>+16,561.66</b>	<b>-21,323.96</b>	

#### 4. Grounds and Buildings:

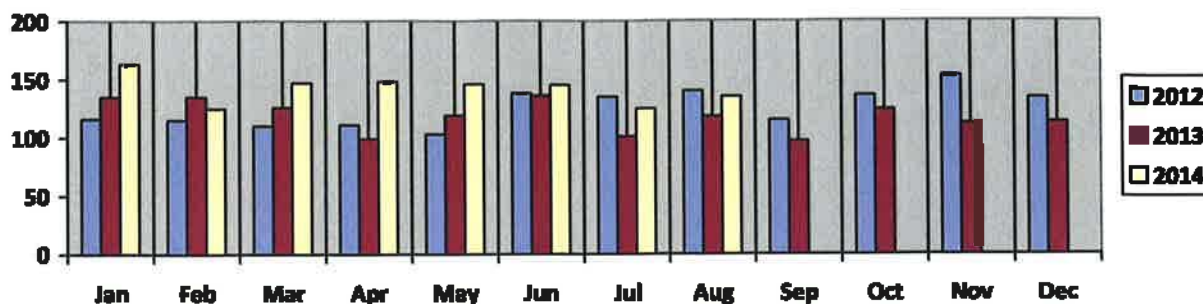


1. We are in the final stages of preparing for the Trail of Terror which starts on Friday September 26, 2014. This year our admission price increased by \$ 2.00 to \$ 15.00 per ticket. We also initiated a group purchasing discount for 20 tickets which must be purchased in advance – Or cannot be sold during trail hours or between 7 PM and 11 PM when the trail is open for business. It is our practice to change about 1/3 of the trail each year.
  2. We have not installed electrical service at the Station 19 Storage Building but it is on our schedule for November after the Trail of Terror is complete. We will use TOT Funds to complete the building and the front apron and driveway to the building to insure we have adequate water run-off. Deputy Chief Johnson Jr. has been assigned the project.
  3. We are looking into repairing our back concrete apron here at Station 13. The snow storms earlier this year along with freezing temperatures caused our cracks to double in size and if we don't repair them we will have issues to deal with in the future. We are studying some state of the art epoxy type finishing that is guaranteed for up to 15 years and is made for the weight of our trucks. Firefighter Joe Pomales is the project Officer and is getting all the information and details.
  4. In order to maintain our paved parking lot and driveway at Station 19 it's time again to reseal the paved portion of the parking lot and driveway. This was last done about 5 years ago and needs to be re-done. The Chief will get prices from a couple of businesses in the business for this type of work. It cost us roughly \$ 3,500.00 the last time we did this in April 2010 so it's coming up on 5 years next year.
5. **Fire Conditions:**
1. The statistics for incident calls in 2014 were presented as indicated below.

 <b>SPFD INCIDENT RESPONSE DATA</b> 					
MONTH	2010	2011	2012	2013	2014
<b>JANUARY</b>	<b>108</b>	<b>143</b>	<b>116</b>	<b>135</b>	<b>163</b>
<b>FEBRUARY</b>	<b>87</b>	<b>166</b>	<b>115</b>	<b>135</b>	<b>125</b>
<b>MARCH</b>	<b>132</b>	<b>134</b>	<b>110</b>	<b>126</b>	<b>147</b>
<b>APRIL</b>	<b>123</b>	<b>127</b>	<b>111</b>	<b>99</b>	<b>148</b>
<b>MAY</b>	<b>111</b>	<b>116</b>	<b>103</b>	<b>119</b>	<b>146</b>
<b>JUNE</b>	<b>150</b>	<b>136</b>	<b>138</b>	<b>136</b>	<b>145</b>
<b>JULY</b>	<b>146</b>	<b>122</b>	<b>135</b>	<b>101</b>	<b>125</b>
<b>AUGUST</b>	<b>121</b>	<b>120</b>	<b>140</b>	<b>118</b>	<b>135</b>
<b>SEPTEMBER</b>	<b>140</b>	<b>135</b>	<b>115</b>	<b>97</b>	
<b>OCTOBER</b>	<b>145</b>	<b>134</b>	<b>136</b>	<b>124</b>	
<b>NOVEMBER</b>	<b>134</b>	<b>100</b>	<b>153</b>	<b>112</b>	
<b>DECEMBER</b>	<b>138</b>	<b>117</b>	<b>134</b>	<b>113</b>	
<b>TOTALS</b>	<b>1535</b>	<b>1557</b>	<b>1532</b>	<b>1519</b>	<b>1134</b>



### Monthly Calls Statistics



- The Chief stated that compared to last year at this time our call volume is running about 15% higher over the same period last year.

#### 6. Training Report:

- The Chief updated the members on Fire Rescue International (FRI) 2014 in Dallas Texas; he stated that Deputy Chief Johnson Jr., Assistant Chief's Johnson and Murphy along with him attended the week long training conference. He stated they also attended the 2014 Chief of the Year Dinner and Chief of the Year Awards Ceremony during the General Session of the IAFC. Good Conference and Dallas was nice. He stated that next year the Fire Rescue International 2015 is in Atlanta Georgia. That will save us a tremendous amount of money, whereas it is within driving range. In 2016 it moves to San Antonio Texas and in 2017 it will be held in Charlotte, North Carolina. This is significant whereas our Re-Accreditation is due in 2017 as well. Because it's less than 2 hours away it will allow us to send additional members from the department to participate. We will go in front of the CFAI Commission for our re-accreditation hearing in Charlotte.
- The Chief updated the members about our Child Passenger Safety Seat Inspection Status. We are an official Child Passenger Safety Seat Station along with Fayetteville and Spring Lake Fire Departments. We are in the process of sending three (3) additional staff members to be certified as CPS Technicians. The next class is at Puppy Creek Fire Department in Hoke County starting December 1 through December 5, 2014. This is a very comprehensive course.
- The Chief stated that we just finished a Hazardous Material Operations Course at station 19 last Sunday. Nine (9) members from the department completed this mandatory course. HAZMAT Operations is a mandatory course requirement for firefighters. We are also in the middle of a Rescue Technician Course Vehicle and Machinery. We have several members in this course as well and it will finish sometimes in October and due to the upcoming holidays in November and December we will only schedule make-training. We do have a two (2) Day Thursday night and all day Saturday training class in November with AMTRACK.



**E: REPORT OF THE TREASURER:**

1. Treasurer Al Grupy provided the current balance and financial information from all sources.

Current Fund Balances:	<b>As of today is</b>	\$	<b>609,856.08</b>	<b>First Citizens</b>
	CD	\$	154,530.81	= 13% of Budget.
	<b>Total Cash Flow Available</b>	\$	<b>764,386.89</b>	<b>Total Available Funds</b>

<b>Approved County FY 14/15 Budget</b>	\$	<b>892,679.09</b>
County Budget Funding Received YTD	\$	25,395.39
County Budget Funding Pending YTD	\$	867,283.61

<b>Approved Fayetteville FY 14/15 Budget</b>	\$	<b>383,621.36</b>
Fayetteville City Funding Received YTD	\$	0.00
Fayetteville City Funding Pending YTD	\$	383,621.36

Gates Four Annexation Taxes FY 12/13 owed by COF \$ 12,763.00

<b>Combined City &amp; County Approved Budget</b>	\$	<b>1,276,300.36</b>
Combined City & County Budget Received YTD		25,395.39
Combined City & County Budget Pending	\$	1,250,904.97
Other Income Hope Mills-		3,000.00
Other Income CCFCA -		0.00
Other Income /Tax Refund (Sales & Fuel Tax) -		47,080.16
Refunds		3,226.43

**Total Board Funds received 13/14 to date all Sources \$ 78,701.98**

2. Treasurer Alan Grupy presented the June, July and August 2014 financial transaction reports for review. Vice-Chairman Larry Townsend provided the oversight reports for the same time period. (See Enclosure 3, 4 & 5) After a review by the board members Chairman Brown asked for a motion to approve the June, July and August 2014 transaction and oversight memorandums. Member Joel Siles made a **MOTION** to approve the June, July and August 2014 transaction report and the financial oversight memorandums. The motion was **SECONDED** by Member Jerry Hall and **APPROVED** by all members present.

2. **Auxiliary Account** - Treasurer Kathy Picon provided the current Auxiliary treasurer's fund balance as \$ 126,974.44 as of today. Ms. Picon also provided figures on the amount of dollars spend on the TOT so far as \$ 26,287.00. A \$ 40,000.00 budget was set aside for the TOT this year. The Chief thinks we will exceed that amount, whereas invoices and associated costs are just now coming in. The slight increase will be absorbed by the \$ 2.00 increase in admission fees this year.

3. **Miscellaneous FF Account** - The Chief reported that there is no change with the ICE & CAN and Miscellaneous FF's Account Balances of \$ 8,750.00



4. **Pension Fund** – Vice Chairman Townsend the treasurer of the Pension Fund advised that our current Pension Fund Balance with North State Bank is \$ 54,528.73
5. **Child Passenger Safety Seat Account** – The current CPSS fund balance with Wells Fargo is \$ 1,245.75. This fund is exclusively for CPS equipment.
5. The Chief stated that on July 1, 2014 we received our official notification from the County Manager that our approved budget was indeed \$ 892,679.00. (See Enclosure # 6) That is actually less than our last year's budget and about \$ 30,000.00 less than what we actually received from the county last fiscal year.
6. The Chief stated we made our last payment on our Pierce Fire Trucks in April of this year and we have already received the clear titles. Currently we have no money owed on equipment or trucks. We do however still owe funds on our facilities. The total amount due to North State Bank which financed our Station 19 facility is \$ 872,654.23 (See Enclosure # 7).

**F: REPORT OF COMMITTEE'S:**

- |    |   |   |           |
|----|---|---|-----------|
| 1. | Policy Committee                          | - | No Report |
| 2. | Building & Grounds Committee              | - | No Report |
| 3. | Small Tools & Gear Committee              | - | No Report |
| 4. | Equipment & Vehicle Replacement Committee | - | No Report |
| 5. | Budget Committee                          | - | No Report |

**G: OLD BUSINESS:**

1. The Chief updated the members concerning the Hope Mills contract and passed around the completed contract which will be in effect for the next five (5) Years. The contract is signed by Chairman Brown and Chief Johnson Sr. and will be posted on our Web Page.
2. The Chief updated the members on the upcoming 50<sup>th</sup> anniversary and stated that due to the Trail and other on-going activities we will postpone our dinner until spring of next year. Assistant Chief Johnson is completing a new automated name and welcome board that will replace the current manual name board in the Foyer here at Station 13 in time for our anniversary dinner. The automated version will also include pictures of each member and will be broken down by category. It will have some pictures, announcements, current events and will change throughout the day. It will be operating between the hours of 8 AM and 9 PM and shut off for the night. We have already purchased the computer software program along with a laptop computer to operate the program. We will purchase a 70" flat screen television and mount it on the wall to replace the old 3 section name board. Once completed it should be a very nice addition. The program, lap top and the Flat Screen TV will be purchased using ICE Sale funds.



3. The Chief passed around the final and signed City of Fayetteville Fire protection contract. It will also be posted to our web site.

#### **H. NEW BUSINESS:**

1. The Chief informed the board members that he is recommending changing several benefit items relating to full time employees that the department is not able to financially sustain. Our current policy on vacation and sick leave accrual has no maximum limit and both keep accruing.

With several employee issues relating to vacation and sick leave we have realized that we cannot sustain this long term, and therefore need to change our policy. We are not a municipality with taxing authority and have to operate within the limits of our approved budget based on property tax collection within our Fire District and external fire suppression contracts.

Therefore effective July 1, 2014 we will adopt a use or lose policy on vacation and cap our sick leave accrual at 240 hours. Current member with access vacation will be allowed to take any accrued vacation time in excess of the new annual vacation days authorized based on longevity. Accrued sick leave in excess of 240 hours will be frozen and will not accrue any further until it falls below 240 hours. For those members with accrued sick leave less than 240 hours their monthly sick leave balance will continue to accrue until it reaches 240 hours.

Vacation Time will be based on longevity following the below listed formula.

Full time members working 24 hour shifts with less than 5 years of credible full time service will receive 5 shift days of annual vacation. Full time members working 24 hours shifts with more than 5 years of credible full time service will receive 6 shift days of annual vacation with no accrual or carry-over of accrued leave days from one calendar year to the next unless there are unique circumstances and approved by the Fire Chief.

Full time members working 12 hour shifts with less than 5 years of credible full time service will receive 10 shift days of annual vacation. Full time members working 12 hour shifts with more than 5 years of credible full time service will receive 12 shift days of annual vacation with no accrual or carry-over of accrued leave days from one calendar year to another unless there are unique circumstances and approved by the Fire Chief

Full time members working 40 hours a week Monday through Friday with less than 5 years of credible full time service will receive 5 days of accrued vacation annually with no accrual or carry-over of accrued leave days from one calendar year to another unless there are unique circumstances and approved by the Fire Chief.

Full time members working 40 hours a week Monday through Friday with more than 5 years of credible full time service will receive 10 days of accrued vacation annually with





no accrual or carry-over of accrued leave days from one calendar year to another unless there are unique circumstances and approved by the Fire Chief.

Volunteer and Part Time service will not count towards credible full time service.

Vacation during the following major holidays will not be approved for full time shift employees unless there are special circumstances and approved by the Fire Chief.

January 1  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving Holidays  
Christmas Holidays

Also effective on July 1, 2014 all full time employees must submit a **30 day written** resignation notice in order to cash in accrued leave when resigning and changing employment. Members being terminated for cause forfeit their accrued vacation days.

After a lengthy discussion Chairman Brown called for a motion to approve the recommended changes to our Employee Assistance Packet (EAP). Member Joel Siles made a **MOTION** to approve the recommended changes. The motion was **SECONDED** by Treasurer Al Grupy and **APPROVED** by all members present.

2. The Chief passed around a letter from Falcon Children's Home in Falcon, North Carolina. Our department made a \$ 1000.00 donation to the home in order for them to purchase bed sheets and comforters for their children's beds. The donation was made from the TOT funds. (See Enclosure # 8)
3. The Chief passed around another "Thank You" note from Special Olympics. We donate \$ 100.00 from ICE and Can Trailer Funds to Special Olympics annually. The organization sends us a thank you note and he wanted to share it with the board. (See Enclosure # 9)
4. The Chief informed the members that retired Major Richard "Dick" Washburn, Cumberland County Sheriff's Office wife Betty passed away since we have met last. Major Washburn was a big county volunteer fire department supporter. We sent flowers and he sent us a thank you letter. Please keep Major Washburn in your thoughts and prayers as he deals with his great loss. (See Enclosure # 10)
5. The chief passed around a Website Post made to our Web Page after an emergency call at the home of the poster. A yard and shed fire in the backyard brought us to the home and they showed their appreciation by posting a totally unsolicited post. (See Enclosure # 11)
6. The Chief informed the members that the Shelby North Carolina Fire Department was Internationally Accredited by the Commission Fire Accreditation International (CFAI) in Dallas Texas last month during FRI 2014. The Shelby Fire Department is the 19<sup>th</sup> Fire Department in North Carolina to receive this distinction. He passed around the Shelby News Paper article announcing the achievement. (See Enclosure # 12)



7. **The Chief updated the members on our Station 19 Building Dedication Plaque from Breece Monuments. He passed around the quote and sample. It will take approximately 90 days to get the bronze plaque and have it installed on the building. It's about 5 years over-due but financial priorities delayed the project. (See Enclosure # 13)**
8. **The Chief informed the board members that the Carolina Trace Fire Department out of Lee County is interested in purchasing our 1999 Pierce Arrow Rescue Truck 1361 – Members from the department came and looked at the truck last month and now have called back to confirm their intentions of purchase. They have asked that we take the truck to Carolina Trace FD on Monday September 22, 2014 at 10:30 AM for their entire board to look at the truck. A final purchase price has not been determined but it will be between \$ 150,000 and \$ 175,000.**
9. **The Chief informed the board members that we will henceforth look at giving pay raises and review benefit changes to go into effect each year in January rather than July at the beginning of the fiscal year. All our programs are set up on a calendar year basis and this will give us the opportunity to review each employee's annual evaluations, professional development expectations, annual physical fitness requirements as well as their organizational commitment and dedication. It is also in January when we are at our peak financial status, whereas that's when we receive the majority of our tax base funding from the county. The Chief also talked about our Blue Cross and Blue Shield benefits that we extend to our full time staff members. Several of our members are on Tricare and we pay their Tri-Care charges in lieu of BC/BS benefits. A tremendous saving to our department.**
10. **The Chief informed the board members that over the summer months we treated Station 19 for bugs after evidence of infestations at Station 19. A total delousing procedure was implemented. We have also purchased fully encapsulating mattress and box spring covers and a second mattress cover on top of the safety cover. It is our policy now to wash the mattress covers in hot water and dry them on a 185 degree temperature setting. This high setting kills bed bugs. We do this now once a month.**
11. **The Chief announced that he received a certified letter from the Town of Hope Mills announcing a voluntary annexation of property on Waldo's Beach Road. It encompasses the old Boy Scout Camp Property which is now being developed by Bill Clark Homes of Fayetteville, LLC and consists of approximately 50.08 Acres of land or four (4) Parcels. (See Enclosure # 15) He stated that he will return the Debt information later this week.**
12. **The Chief stated that our Inter Spiro Self Contained Breathing Apparatuses (SCBA's) have reached their shelf life. Our packs are still passing their annual service testing but we are in the process of finding replacement packs. Any pack not passing the required annual flow tests is immediately taken out of service and replaced with another serviceable pack. We have a tremendous amount of spare parts to maintain our packs. We need about 50 packs with spare bottles and masks. The City of Fayetteville is also looking to replace their SCBA's and we have joined their Air Pack Committee which will make recommendations for a new pack in time for the 2015-2016 budgeting process. We are going with the COF in order to affect equipment interoperability. The Chief will keep us informed.**



13. **The Chief stated that he has started the process of acquiring a new Engine and Rescue Truck. The core committee members and the Chief will meet with Mr. Wade Farris in November to start the process. In order to insure we get what we want we will schedule a trip to the factory early which will help us better construct our trucks by knowing what is out there nationwide. Deputy Chief Johnson Jr. will be tasked with monitoring and overseeing the process. He will keep us informed.**
14. **The Chief passed around Response Report for calls answered within the City of Fayetteville and pointed discrepancies pertaining to the Public Safety Answering Point (PSAP) time, call processing time and 1<sup>st</sup> dispatched time. Over 90% of calls the time for all three categories is the same. This is not acceptable and he will discuss this with the Emergency Services Director Mr. Beeman. This has been an on-going issues dating back to 2008 and there is an inherent reluctance by dispatchers wanting to meet the established NFPA 1221 Standards. This will directly reflect on our accreditation status, whereas response times meeting the established NFPA 1221 and 1710 standards are followed.**
15. **The Chief passed around the new Fire Protection Contract for the Town of Hope Mills. He stated that this contract was drafted between the Town of Hope Mills staff and attorney as well as our staff and our attorney Mr. Neil Yarborough. After several versions we have derived at the attached contract, which was passed around to all members present. The contract mirrors the Fayetteville Fire Department contract which served as the base contract with minor modifications to meet both the Town of Hope Mills and our standards. The Town of Hope Mills added language to use our storage building for storage of their old Ladder truck after their new ladder truck is delivered to the town. (See Enclosure # 14)**
16. **Lastly the Chief invited the Board members to come out and visit our Trail of Terror fund raiser which starts on Friday September 26 and runs through Saturday November 1, 2014. We are open primarily Friday and Saturday nights from 8 until 11 PM weather permitting. The last weekend in October we are also open on Thursday evening from 7:30 until 10 PM. About a third of our trail is changed annually and our crews have done an excellent job preparing the Trail of Terror for the 2014 Season. Due to increases in building materials and props we have increased our admission fee from \$ 13.00 to \$ 15.00 per ticket. This year during the 1<sup>st</sup> weekend in October will conduct a Public Service night providing a \$ 2.00 discount on admission tickets to all Law Enforcement, EMS Workers, Firefighter and Rescue Squad Workers and military personnel. This is something we have not conducted in past years and we felt that we should honor or dedicate one weekend to Public Service Personnel for their services to our cities, county, state and nation.**

**I: CLOSED SESSION - WHEN APPLICABLE:**

1. **Chairman Brown along with the Board Members and Chief Johnson Sr. went into closed session to discuss personnel issues, fire chief succession and further discussed our on-going insurance litigation matter.**



**J: ADJOURNMENT:**

Chairman Brown wished all the members a safe and joyous summer and with no further business entertained a motion to adjourn. A **MOTION** was made by Director Gary Turlington to adjourn. The motion was **SECONDED** by Secretary Angus Pate and **APPROVED** by all members present. The meeting adjourned at 2135 hours. **The next meeting is scheduled for October 21, 2014 at Station # 19 @ 7:30 PM.**

Respectfully Submitted:  
**Angus R. Pate**  
ANGUS R. PATE  
Secretary

**Cc.**

- 1 - Each Board Member
- 1 - Board File / Minutes Book
- 1 - Accountant File Copy

**14 Enclosures:**

1. SPFD Board of Directors Attendance Roster September 2014
2. Glatfelter Claims Management, Inc. Letter dated June 25, 2014
3. Segregation of Duties / Oversight Memorandum June 2014
4. Segregation of Duties / Oversight Memorandum July 2014
5. Segregation of Duties / Oversight Memorandum August 2014
6. Adopted Funding Memo dated July 1, 2014 Cumberland County Manager
7. North State Bank 2013 Interest & Principal Information & Loan Balance
8. Letter dated August 26, 2014 Falcon Children's Home
9. Special Olympics Thank You Note
10. Letter dated July 9, 2014 Major Richard E. "Dick" Washburn
11. Facebook Page Posted September 6, 2014
12. Shelby Fire Department NC – Accreditation News Release dated 8-27-2014
13. Breece Monuments Information concerning Station 19 Dedication Building Plaque
14. Letter dated August 25, 2014 requesting Signature on new Fire Protection Contract
15. Letter dated August 11, 2014 Hope Mills Annexation Debt information – Bill Clark Homes of Fayetteville



**2014**

**BOARD OF DIRECTORS  
ATTENDANCE ROSTER**

#	NAME	JAN (21) Sta. 13	FEB (18) Sta. 19	MAR (18) Sta. 13	APR (15) Sta. 19	MAY (20) Sta. 13	JUN (17) Sta. 19	JUL (15) Sta. 13	AUG (19) Sta. 19	SEP (63) Sta. 13	OCT (21) Sta. 19	NOV (18) Sta. 13	DEC (16) Sta. 19
01	Daniel C. Brown - President(2016)	N/A	N/A	P	P	P	P	N/A	N/A	P			
02	Larry Townsend V-President (2018)	N/A	N/A	P	P	E	E	N/A	N/A	P			
03	Alan R. Grupy - Treasurer (2016)	N/A	N/A	E	E	E	P	N/A	N/A	P			
04	Angus Pate - Secretary (2016)	N/A	N/A	P	P	P	P	N/A	N/A	P			
05	Joel Siles - (2018)	N/A	N/A	P	P	P	P	N/A	N/A	P			
07	Jerry Hall - (2018)	N/A	N/A	P	X	P	P	N/A	N/A	P			
08	Gary Turlington(2018)	N/A	N/A	P	P	P	P	N/A	N/A	P			
09	Freddy Johnson Sr. - Chief	N/A	N/A	P	P	P	P	N/A	N/A	P			
10	Freddy Johnson Jr. - Deputy Chief	N/A	N/A	P	P	X	X	N/A	N/A	P			
11	Matthew W. Williams - Asst Chief	N/A	N/A	X	X	X	P	N/A	N/A	P			
12	Sean Johnson - Asst Chief	N/A	N/A	P	P	P	E	N/A	N/A	E	N/A	N/A	N/A
13	Kevin T. Murphy - Asst. Chief	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**P-Present - A-Absent - N/A - No Meeting Conducted** A-E - Absent & not required to attend by invitation only. N/A No Meeting-P-T telephonic participation.

- January and February 2014 Meetings were canceled for safety due to inclement winter weather that moved through our area.
- Due to summer vacations Board of Directors meetings are not scheduled for the months of July and August unless there is a pressing need or emergency.

**Enclosure # 1 Board Minutes September 16, 2014**

# Glatfelter Claims Management, Inc.



P.O. Box 5126 • York, Pennsylvania 17405-5126  
(800) 233-1967 • Fax: (717) 767-7051 • CA License # 2D09080  
Administering claims on behalf of American Alternative Insurance Corporation

June 25, 2014

Chief Freddie Johnson  
Stoney Point Fire Department, Inc  
7221 Stoney Point Road  
Fayetteville, NC 28306-9726

RE: Insured: Stoney Point Fire Department, Inc  
Policy Number: VFISCM1055917-06  
Claim Number: NCCM214040755-00001  
Date of Loss: 04/11/2014  
Description: 1988 Pierce Pumper

Dear Chief Johnson:

Glatfelter Claims Management, Inc. is handling this matter on behalf of American Alternative Insurance Corporation. Enclosed you will find a check, in the amount of \$33,816.36. This represents the repair costs shown on the appraisal prepared by Wayne Britt of Capital Appraisal Service, less the \$100 deductible.

If your repair facility cannot complete the work for the amount of this appraisal and/or additional damage is discovered and you wish to present a supplemental claim, you or your representative must contact Appraiser Britt at 919-545-9922 prior to authorizing additional repairs or repair costs. If you are unable to reach the Appraiser, please contact me at the toll free number shown above.

When your vehicle is taken to the shop for repair, please request that the shop help preserve your rights under the insurance policy by advising you immediately if they are unable to complete the repairs as quoted on the original appraisal. For your convenience, an extra copy of this letter is enclosed and may be given to your repairer.

We are happy to have been of service. Please feel free to contact me if you have any questions.

Sincerely,

Mary Lou Fishel  
Auto Specialist  
Extension: 7638  
E-Mail: [mfishel@glatfelters.com](mailto:mfishel@glatfelters.com)

c: Lamarr Johnson & Assoc.  
c: VFIS, NC

**Enclosure # 2 - SPFD Board Minutes September 16, 2014**

**STONEY POINT  
FIRE DEPARTMENT INC.**

**Stations 13 & 19**  
2198 Lake Upchurch Road  
Parkton, North Carolina 28371  
Phone # (910) 424-0694  
Fax # (910) 425-2795  
Email: [spfd1301@nc.rr.com](mailto:spfd1301@nc.rr.com)

**Station 13**  
**Mailing & Bidding Address**  
7221 Stoney Point Road  
Fayetteville, North Carolina 28306



**Daniel C. Brown**  
President  
**Larry Townsend**  
Vice President  
**Alan R. Grupy**  
Treasurer  
**Angus Pate**  
Secretary  
**Jerry Hall**  
Member  
**Joel A. Silas**  
Member  
**James G. Turlington**  
Member  
**Freddy L. Johnson Sr.**  
Fire Chief

Memorandum For: Haigh, Byrd & Lambert, LLP, Certified Public Accountants

Reference: Additional Internal Financial Control & Segregation of Duties

**June 2014**

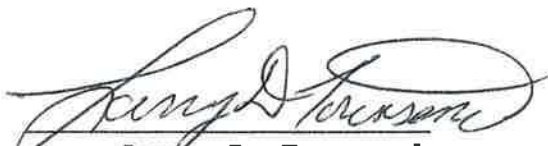
**Fiscal Year - 2014**

In order to establish and maintain enhanced internal controls, including monitoring of ongoing financial and accounting principles of the Stoney Point Fire Department; in addition to the current duties performed by the Clerk of the Board and the Appointed Treasurer, and to comply with the recommendation as outlined in a letter from Haigh, Byrd & Lambert, LLP, Certified Public Accountants, addressed to the Stoney Point Board of Directors addressing segregation of duties, and whereas the Stoney Point Board of Directors appointed Mr. Larry D. Townsend to conduct and perform said duties.

\*\*\*\*\*

I Director Larry D. Townsend have reviewed and documented the reconciliation for all financial transactions for the month indicated above.

I have found no discrepancies.  
 I have discrepancies as indicated below.

  
Larry D. Townsend

11 Sept 14  
Date

**STONEY POINT  
FIRE DEPARTMENT INC.**

**Stations 13 & 19**  
2190 Lake Upchurch Road  
Parkton, North Carolina 28371  
Phone # (910) 424-0694  
Fax # (910) 425-2795  
Email: [spfd1301@nc.rr.com](mailto:spfd1301@nc.rr.com)

**Station 13**

**Mailing & Billing Address**  
7221 Stoney Point Road  
Fayetteville, North Carolina 28306



**Daniel C. Brown**  
President  
**Larry Townsend**  
Vice President  
**Alan R. Grapy**  
Treasurer  
**Angus Pate**  
Secretary  
**Jerry Hall**  
Member  
**Joel A. Silas**  
Member  
**James G. Turfington**  
Member  
**Freddy L. Johnson Sr.**  
Fire Chief

Memorandum For: Haigh, Byrd & Lambert, LLP, Certified Public Accountants

Reference: Additional Internal Financial Control & Segregation of Duties

**July 2014**

**Fiscal Year - 2014**

In order to establish and maintain enhanced internal controls, including monitoring of ongoing financial and accounting principles of the Stoney Point Fire Department; in addition to the current duties performed by the Clerk of the Board and the Appointed Treasurer, and to comply with the recommendation as outlined in a letter from Haigh, Byrd & Lambert, LLP, Certified Public Accountants, addressed to the Stoney Point Board of Directors addressing segregation of duties, and whereas the Stoney Point Board of Directors appointed Mr. Larry D. Townsend to conduct and perform said duties.

I Director Larry D. Townsend have reviewed and documented the reconciliation for all financial transactions for the month indicated above.

         I have found no discrepancies.

X         I have discrepancies as indicated below. See NOTE below.

NOTE: Time card for LT. Mike Long did not reflect the same amount as was shown on the consolidated batch payment document. Issue was brought the attention of Ms. Clarky and she discovered that LT. Long's time card was incorrect. An on the spot correction was made and the discrepancies was resolved.

  
Larry D. Townsend

Sep 12, 14  
Date

**Enclosure # 4 - SPFD Board Minutes September 16, 2014**



**STONEY POINT  
FIRE DEPARTMENT INC.**

**Stations 13 & 19**  
2190 Lake Upchurch Road  
Parkton, North Carolina 28371  
Phone # (910) 424-0694  
Fax # (910) 425-2795  
Email: [spfd1301@nc.rr.com](mailto:spfd1301@nc.rr.com)

**Station 13**  
**Mailing & Billing Address**  
7221 Stoney Point Road  
Payetteville, North Carolina 28306



**Daniel C. Brown**  
President  
**Larry Townsend**  
Vice President  
**Alan R. Grupy**  
Treasurer  
**Angus Pate**  
Secretary  
**Jerry Hall**  
Member  
**Joel A. Siles**  
Member  
**James G. Turlington**  
Member  
**Freddy L. Johnson Sr.**  
Fire Chief

Memorandum For: Haigh, Byrd & Lambert, LLP, Certified Public Accountants

Reference: Additional Internal Financial Control & Segregation of Duties

## August 2014

### Fiscal Year - 2014

In order to establish and maintain enhanced internal controls, including monitoring of ongoing financial and accounting principles of the Stoney Point Fire Department; in addition to the current duties performed by the Clerk of the Board and the Appointed Treasurer, and to comply with the recommendation as outlined in a letter from Haigh, Byrd & Lambert, LLP, Certified Public Accountants, addressed to the Stoney Point Board of Directors addressing segregation of duties, and whereas the Stoney Point Board of Directors appointed Mr. Larry D. Townsend to conduct and perform said duties.

I Director Larry D. Townsend have reviewed and documented the reconciliation for all financial transactions for the month indicated above.

I have found no discrepancies.

I have discrepancies as indicated below.

  
Larry D. Townsend

Sep 15, 14  
Date

AMY H. CANNON  
County Manager

JAMES E. LAWSON  
Deputy County Manager



QUENTIN T. McPHATTER  
Assistant County Manager

MELISSA C. CARDINALI  
Assistant County Manager

**OFFICE OF THE COUNTY MANAGER**


5<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Suite 512, • Fayetteville, North Carolina 28302-1829  
(910) 678-7723 / (910) 678-7726 • Fax (910) 678-7717

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July 1, 2014

**MEMORANDUM**

**TO: STONEY POINT FIRE DISTRICT**

**FROM: AMY H. CANNON, COUNTY MANAGER** 

**SUBJECT: ADOPTED FUNDING FOR FISCAL YEAR 2014-2015**

The budget for your fire district, as adopted by the Board of County Commissioners, is stated below:

**PROJECTED FUNDING FOR: 10 CENT FIRE TAX: \$ 892,679**

**TAX RATE FOR FIRE DISTRICT: 10 CENTS PER \$100 VALUATION**  
**TAX RATE FOR SPECIAL FIRE TAX: ½ CENT PER \$100 VALUATION**  
**TAX RATE FOR RESTRICTED FIRE TAX: ¾ CENT PER \$100 VALUATION**

If you have any questions, please contact the Kelly Autry, Budget and Management Analyst, at 678-7749.

NORTH STATE BANK

WE ARE ENCLOSING FOR YOUR INFORMATION AND TAX PURPOSES  
A LISTING OF INTEREST AND PRINCIPAL WHICH OUR RECORDS  
INDICATE YOU PAID US DURING CALENDAR YEAR 2013 .

LOAN NUMBER	INTEREST PAID	PRINCIPAL PAID	ENDING BALANCE
7035694	\$87,988.66	\$54,492.64	\$872,654.23

STONE POINT FIRE DEPARTMENT, INC.  
7221 STONEY POINT RD  
FAYETTEVILLE NC 28306



# Falcon Children's Home, Inc.

Post Office Box 39 – Falcon NC 28342-0039

Joseph T. Leggett, Superintendent  
jleggett@fchfs.org

August 26, 2014

Stony Point Fire Dept. Station #13  
Attn: Freddy and Clarkie Johnson  
7221 Stony Point Road  
Fayetteville, NC 28306

Dear Mr. and Mrs. Johnson:

On behalf of the children and staff of Falcon Children's Home, I would like to personally thank you for your \$1,000 donation of bed sheets and comforters for our students. We cannot express our appreciation enough for your generosity. These are items that we are always in need of and they will greatly benefit our students.

Again, thank you so much. Without the support of folks like you, we could not continue to minister to children in need. May God bless you throughout the year. For more information regarding the many ministries of Falcon Children's Home, please visit our website at [www.falconchildrenshome.com](http://www.falconchildrenshome.com) or call our office.

Sincerely,

Joseph T. Leggett  
Superintendent/CEO

Phone: 910-980-1065 ♦ Fax: 910-980-1161 ♦ [www.falconchildrenshome.com](http://www.falconchildrenshome.com)

**Enclosure # 8 - SPFD Board Minutes September 16, 2014**



Greetings Mr. Johnson,

I'm writing you this note on behalf of 286,064 very inspiring individuals with intellectual disabilities in North Carolina, including some in Fayetteville and many more around the world.

Each one has remarkable gifts and abilities. And each one deserves a chance to show the world what he or she can do.

That's why we're conducting our 2014 Annual Fund. We need your help today to give people with intellectual disabilities throughout North Carolina and the world the opportunity to experience the joy of year-round sports training and competition.

Please ... help us reach out to a person who wants to participate in Special Olympics. Your gift of \$32.58 will help us make a difference. Our athletes can achieve, succeed and inspire all of us to do the same.

Your gift will help make a lifetime of difference — and will make you a winner, too!

Thank you so much.

Keith L. Fishburne  
President/CEO  
Special Olympics North Carolina

P.S. Attend a Special Olympics North Carolina competition and help build self-esteem. Call (800) 843-6276 for details.

Special Olympics North Carolina  
2200 Gateway Centre Boulevard • Suite 201 • Merckville, NC 27560-9122  
www.sonc.org

Accredited by Special Olympics International • www.SpecialOlympics.org

NC127 01-5289-010894833

## Richard E. "Dick" Washburn

P.O. Box 48800  
Cumberland, North Carolina  
910-425-4680  
Marker54@aol.com



July 9<sup>th</sup>, 2014

REF: Betty L. Washburn  
1932 - 2014

Dear Freddy Johnson and members of the Stoney Fire Dept.:

...what a beautiful sunny summer day here in North Carolina, but the beauty of this day cannot hide nor ease my troubled heart. I know that my days ahead will be difficulty but the feelings from your love and support, surround me like the warm and comforting arms of my beloved Betty. Your prayers, as well as all our friends and family, and cards and the e-mails made it much easier for me to cope...in this chapter of my life. The service Tuesday was simply heartwarming and Betty... she looked so at peace and simply beautiful! For a while there, I too was at peace, but I will miss her terribly! Tuesday we were to celebrate our forty second anniversary sad as it may seem the fact she was not suffering was a gift from Heaven!! Thank you for being my long time friend

Thank you!

Most sincerely,

*Dick Washburn  
or family*



Search



**Kelly Rodriguez** ▶ **Stoney Point Fire Department**

1 hour ago near Rockfish, NC

I want to say thank you, do very much, for your quick response and efficient work today! A hectic day for sure, but thanks to the professionalism and quick work of your firemen, my family feels safe today after the backyard fire we experienced. Very grateful to live in the Stoney Point district.



Like



Comment



Share

Be the first person to like this.

9/6/14 YARD + SHED FIRE - Facebook Post



Comment as Stoney Poi...



News Feed



Requests



Messages



Notifications



More

## Shelby Fire & Rescue gains elite, international status

By Joyce Orlando

Published: Tuesday, August 26, 2014 at 17:03 PM

**SHELBY** - The Shelby Fire & Rescue Department recently joined an elite group of fire agencies internationally recognized for its commitment to the community.

The Shelby Fire & Rescue Department is one of only 200 agencies to achieve internationally accredited agency status with the Commission on Fire Accreditation International (CFAI) and the Center for Public Safety Excellence, Inc. (CPSE).



It becomes the 19th accredited agency in North Carolina and joins the ranks of other accredited agencies in Asheville, Camp Lejeune, Cary, Charlotte, Cherry Point, Durham, Fayetteville, Fort Bragg, Gastonia, Greensboro, Jacksonville, Monroe, Morrisville, Rocky Mount, Statesville, **Stony Point**, Wilmington and Wilson.

"We look forward to using the Commission on Fire Accreditation International's process as a proactive mechanism to plan for the future of our agency and identify areas where we can improve on the quality of the services we provide," Shelby Fire Chief William Hunt said.

Accreditation helps establish goals and future plans for fire agencies and the communities they work in. To obtain this accreditation also helps establish strengths and weaknesses in each department.

### What does this mean for the community?

"In regards to the community, this accreditation shows that our services are up to industry standards and it has been verified by someone outside of us," Hunt said.

The agency also joins the Shelby Police Department in earning accreditation status.

The agency's achievement of accredited agency status demonstrates the commitment to provide the highest quality of service to the community, said City Manager Rick Howell.

### How does the accreditation process work?

"This took work from the entire staff and every member had a part in this," Hunt said.

It also took community involvement to make it happen.

Like many of the public safety agencies in Cleveland County, having community involvement was a key factor in the process of making the area better. The accreditation assures that the community is involved in the growth and development of Shelby Fire & Rescue, Hunt said.

### Enclosure # 12 - SPFD Board Minutes September 16, 2014

The accreditation process involved the development of a strategic plan, performing a



# BREECE MONUMENTS

Monument Selection Sheet

*Stoney Point Fire Department*

Granite: Stock # \_\_\_\_\_

Type of Monument: Flat Bevel **Slant** Upright

Bronze on Granite: Stock # \_\_\_\_\_ Vase: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Qty: \_\_\_\_\_

Size of Monument: \_\_\_\_\_ Size of Base: \_\_\_\_\_

Finsh: \_\_\_\_\_ Finish: \_\_\_\_\_

Color: \_\_\_\_\_ Cemetery: \_\_\_\_\_

Price of Memorial: \$ 2473.50

Sales Tax (7%): \$ 173.15

Shipping / Handling: \$ 50.00

Installation: \$ 255.00

Total: \$ 2951.65 1/2 Down: \_\_\_\_\_

Terms: Half of total cost is due upon acceptance of contract. Remainder of the balance due must be paid before installed.  
Description if lettering and carving

Approved by: \_\_\_\_\_

Customer name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Enclosure # 13 - SPFD Board Minutes September 16, 2014

Additional Contact: \_\_\_\_\_

2200 2473.  
240.00 270.95

ad Line     Double Raised Line     Polished Bevel     None     Other     SINGLE RAISED WITH BEVEL(SEE PICTURE)  
 nic (Flat)     Classic     Gov. Va     Oval     Other     N/A

\*\*\* Please check this proof's artwork, layout and spelling carefully \*\*\*  
 Please acknowledge your order in 7 business days, please contact 197339  
 Please Customer Service Specialist.

Background   
 Leather  Pebble



**2 BORDER IN PAPERWORK**

**DRAFTER:** **CC**

Please indicate:  Approved     Requires Reprint

Please note: *Please allow 30 days. Also, which they will be required and any outstanding items. Once returned will be changed to the customer. Original Order - Please see label at the back. Signatory authorizes Bar, Gerald A. Brown to proceed with production. Bar, Gerald A. Brown will have no responsibility for errors that have been approved.*

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Memorial Photo   
 Star to install   
 Customer installs



**DFA COPY**

Star Customer # 66  
 Order/Quote # 8Q187338  
 PO # STONEY RIVER  
 Drafter:  
 Ship Method CPU

Sold to: BREECE MONUMENT CO.  
 2861 GILLESPIE STREET  
 FAYETTEVILLE, NC 28306

Ship To: BREECE MONUMENT CO.  
 2861 GILLESPIE ST.  
 FAYETTEVILLE, NC 28306

Quantity	Item No.	Color	Description
1	PIECE		20 x 22 BRONZE PLAQUE
1	DARK		BRONZE COLOR-STANDARD DARK
4	R1		R1 ROSETTE, 1" DIA. SHIPPING BRONZE PRODUCTS

Bronze Size: Length 20 Width 22 Color:  Dark Std  Light  Black  Other N/A

Mounting:  Threaded Studs  Expansion Screws (Drilled through back)  Wood Screws (Drilled through back)  
 Other (2) R1-B ROSETTE

Mounting Stud/Screw Location:  Standard  Other (Diagram Required): \_\_\_\_\_

Border: Single Raised Line  Double Raised Line  Polished Bevel  None  Other  SINGLE RAISED WITH BEVEL(SEE PICTURE)

Letter Style: Std. Runic (Flat)  Classic  Gov. Va  Oval  Other  N/A

Mounting Studs/Screws  
 Center to Center  
 8 X 9 CENTER

Small engraved  Medium engraved  Rubbing Engraved (for Text & Photo Only)

Representation Only \*\*\* Please check this proof's artwork, layout and spelling carefully \*\*\*  
 NOTE: If you do not receive an acknowledgement of your order in 7 business days, please contact your Star Granite & Bronze Customer Service Specialist. 197339

Background  
 Leather  Pebble



Special Instructions: PICTURE FOR BORDER IN PAPERWORK

DRAFTER: \_\_\_\_\_

Please indicate: Approved  Requires Reproof   
Proofs will be held for 10 days. After which they will be cancelled and any outstanding orders will be charged to the customer. Cancelled Orders - Proofs are \$100 a piece.  
 Signature authorizes Star Granite & Bronze to proceed with production of the items on this order.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Memorial Photo   
 Star to Install   
 Customer Install

Enclosure # 13 - SPFD Board Minutes September 16, 2014



# TOWN OF HOPE MILLS

5770 ROCKFISH ROAD • HOPE MILLS, NORTH CAROLINA 28348-1848  
TELEPHONE (910) 424-4555 • FAX (910) 424-4902

## CERTIFIED MAIL

August 25, 2014

Fire Chief Freddy L. Johnson, Sr.  
Stoney Point Volunteer Fire Department  
7721 Stoney Point Road  
Fayetteville, NC 28306

RE: Contract for services

Dear Chief Johnson:

Please see the enclosed two (2) original contracts for your and Mr. Brown's signatures. Once the contracts have been executed, please return one copy to me and keep the other original copy for your records.

If you have any concerns or questions, please feel free to contact me.

Sincerely,

Melissa P. Adams, MMC  
Town Clerk

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF CUMBERLAND

PAGE 1 OF 19

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_, 2014, by and between the TOWN OF HOPE MILLS, a duly incorporated municipality under the laws of the State of North Carolina (hereinafter "TOWN"), and the STONEY POINT VOLUNTEER FIRE DEPARTMENT, INC., a rural fire department duly organized under the laws of the State of North Carolina (hereinafter Volunteer Fire Department or VFD);

WITNESSETH:

WHEREAS, the TOWN of Hope Mills is authorized by law to provide fire protection for all of the property in said Town; and

WHEREAS, the Stoney Point Volunteer Fire Department, Inc., is a volunteer fire department operating as a non-profit corporation under the laws of the State of North Carolina and owns certain fire equipment, trucks, etc., for fighting fires; and

WHEREAS, it is important to both TOWN and VFD for planning and budgeting purposes to enter into a long-term Fire Protection Contract; and

WHEREAS, the TOWN is authorized, pursuant to N.C. Gen. Stat. § 160A-20.1, to contract with and appropriate money to a non-profit corporation to carry out any public purpose that the TOWN has authority by law to engage in, to wit: fire protection; and

WHEREAS, N.C. Gen. Stat. § 160A-31.1 and 160A-58.2A requires that the TOWN pay a portion of the VFD debt service obligation when the TOWN annexes property that is served by the VFD. The parties acknowledge that some properties were annexed into the corporate limits of the TOWN prior to June 30, 2012, for which no debt service payments have been made. At this time, the parties believe that the assessed valuation of the fire district and the corresponding

debt service payments that should have been made by the TOWN cannot be readily determined. The TOWN and the VFD believe the terms contained within this Contract establish a reasonable basis for agreement on the TOWN's debt service obligations under the statutes; and

WHEREAS, the TOWN and VFD desire to enter into an agreement for the provision of fire service, which is also known as a "Full Responder Contract" or a "Full Provider Contract";

NOW, THEREFORE, in exchange for the mutual promises and consideration contained herein, the parties agree as follows:

1. DEFINITIONS. The following words and phrases are defined as set forth below when used in this Contract, unless a contrary meaning is clearly required by the context in which the word or phrase is used:

- a) "Station" means the building located at 7221 Stoney Point Road, Fayetteville, NC 28306 and 2190 Lake Upchurch Road, Parkton, NC 28371
- b) "Effective date of this Contract" means the date on which the contract was executed by representatives of both parties.
- c) "NFPA" means the National Fire Protection Association, Inc.
- d) "HMFD" means the Hope Mills Fire Department of the TOWN.
- e) "Chief" means the person designated by appropriate authority of a party as responsible for the organization and deployment of the party's resources for providing fire protection, emergency medical assistance, and other similar emergency aid. The current VFD Chief is Freddy L. Johnson Sr. The current Hope Mills Fire Department Chief is Charles Hodges.

- f) **“VFD Service Area” means the area designated to be the primary response zones of the VFD, and which is further depicted in attached Exhibit A. The VFD Service Area shall include all changes which are from time to time adopted by resolution or order.**
- g) **“Alarm” means any request for emergency assistance to which the HMFD normally responds.**
- h) **“VFD Firefighters” means persons who provide the services on behalf of the VFD as described in this Contract, whether or not such persons are compensated for such services by the VFD or any other entity.**
- i) **“VFD” means Volunteer Fire Department.**
- j) **“Response Time” means the elapsed time between notice of dispatch received by the station and arrival at the scene of the emergency incident by the first piece of fire-fighting apparatus.**
- k) **“Quarterly” means the 1<sup>st</sup> of January, the 1<sup>st</sup> of April, the 1<sup>st</sup> of July and the 1<sup>st</sup> of October.**
- l) **“Turn Out” means the elapsed time between the actual time the station is notified by dispatcher and the actual time the apparatus departs the station on its way to an incident.**
- m) **“Full-Provider” means that the VFD will be the primary agency for providing fire and emergency medical services protection to the VFD Service Areas. The VFD equipment and personnel will be dispatched to all types of alarms occurring in the**

VFD Service Areas until their units are no longer available. HMFD units will respond into the VFD Service Areas when the VFD is not available or when the incident type requires multi-station response.

- n) "Out of Service" means when all of the VFD's resources have previously been committed. (This typically occurs only in a multiple, overlapping call situation or in the event of a catastrophic conflagration or natural disaster.)

2. TERM. The effective date for this contract shall be from the effective date of the execution of this Agreement by both parties to and through June 30, 2019. After expiration, any renewal shall be negotiated and made in writing by both parties with the understanding that neither party is under any obligation to renew.

3. COMPENSATION. The TOWN will pay the VFD for its services during the period above specified, and the VFD agrees to accept for its services during said period, a sum equal to the following:

- A. Full Responder Contract: \$0.10 on the \$100 tax valuation, as determined each January 1<sup>st</sup> on an ongoing annual basis, for all property within the VFD Service Area, said sums to be paid quarterly. For FY 2014-2015, the TOWN shall pay the VFD a total of Thirty-Six Thousand Five Hundred Fifty-Nine 00/100 Dollars (\$36,559.00) (See Exhibit B); and
- B. Debt Service Payment: In lieu of the calculated debt service payments sums required by G.S. § 160A-31.1 and 160A-58.2A, the TOWN shall make debt service payments to the VFD in accordance with Exhibits C-1 and C-2. For annexations that occurred prior to the effective date of this Contract, the TOWN shall make a single one-time lump sum debt



service payment of Sixteen Thousand Four Hundred Fifty-One 06/100 Dollars (\$16,451.06) (See Exhibits C-1.2 and 3 and C-2). The one-time pay debt service payment shall be paid to the VFD within two (2) weeks of approval of the payment schedule by the North Carolina Local Government Commission as required by G.S. § 160A-31.1 and 160A-58.2A. In the event that the Local Government Commission rejects the payment schedule set forth in this Contract, the parties shall negotiate in good faith to establish a new payment schedule.

4. INDEMNIFICATION: To the extent allowed by North Carolina law, in the event that the TOWN, its elected officials, officers, directors, employees or agents are made parties to any judicial or administrative proceeding arising in whole or in part out of the intentional acts or negligent performance by VFD and/or its agents of any of its obligations under this Agreement, then VFD shall indemnify and hold TOWN harmless for that portion of any and all judgments, settlements, and costs (including reasonable attorneys' fees) which TOWN incurs or pays in connection therewith that are caused by VFD's negligence.

In the event that VFD, its officers, directors, employees or agents are made parties to any judicial or administrative proceeding arising in whole or in part out of the intentional acts or negligent performance by TOWN and/or its agents of any of its obligations under this Agreement, then TOWN shall indemnify and hold VFD and its agents harmless for that portion of any and all judgments, settlements and costs (including reasonable attorneys' fees) which VFD or its agents incur or pay in connection therewith that are caused by the TOWN's negligence.

The indemnification provided for by this Section shall survive the termination of this Agreement.

5. AUTOMATIC/MUTUAL AID AGREEMENTS. This Contract does not affect in any manner the practices of the parties to provide automatic/mutual aid upon request, and such arrangement may continue in the same manner as such aid has been provided in the past, which includes automatic/mutual aid upon request for Fire and Rescue/EMS incidents.

6. VFD RESPONSE.

- a) During the term of this Contract the VFD will respond to alarms within the VFD Service Areas in accordance with the terms of this Contract. Such response for the terms of this Contract shall be Full-Provider.
- b) In providing the fire protection services required by subsection a) above, the VFD will cause a response to be made of equipment and VFD firefighters meeting each of the following minimum standards:
  - i) A fire pumper meeting the NFPA 1901 Standard for Automotive Fire Apparatus.
  - ii) A pumper in good operating condition, carrying at least 750 gallons of water and having the ability to pump at least 1,000 gallons of water per minute.
  - iii) The pumper and VFD firefighters responding will be equipped as set forth in the current NFPA 1901 Standard, as a minimum.

- iv) The VFD firefighter who drives the pumper to the fire scene and returns it to the station must meet the qualifications of a Driver/Operator, as set forth in NFPA Standard 1002.
- v) At least three (3) VFD firefighters must respond on the first arriving unit, who meet the prerequisites found in the most current adopted editions of the National Fire Protection Association Standard on Live Fire Training Evolutions (i.e. "N.F.P.A. 1403") and the National Fire Protection Association Standard for Fire Fighter Professional Qualifications (i.e. "NFPA 1001") or greater.
- c) The VFD will use its best efforts to cause a response to a fire alarm meeting all staffing requirements as set forth herein. The VFD response is to be in the most immediate and professional manner possible. In providing the emergency medical services, the VFD will cause a response to be made of equipment and VFD firefighters meeting each of the following minimum standards:
  - i) Apparatus and personnel meeting each of the requirements of subsection b) as detailed above, excepting that at least one VFD firefighter must be EMT certified; or
  - ii) With one EMS/Rescue unit, fully equipped and appropriately manned, one of which must be EMT certified, to EMS and rescue alarms in the VFD Service Areas.

- e) The VFD will record and maintain such information as the TOWN requires on any alarms to which the VFD responds. Such information will be provided to the HMFD when requested by an officer or official of the HMFD.
- f) All vehicles, materials, supplies, and other equipment used to respond to alarms pursuant to subsection 6.a) above must be maintained by the VFD in good operating condition at all times and must be inspected weekly by the VFD to determine the condition of such items. Any repairs, replacement or other corrective action necessary to place such items in good operating condition must be made immediately by the VFD upon discovery of the defect. Written records of such inspections and repairs must be maintained by the VFD and copies furnished to the HMFD upon request.

7. TRAINING.

- a) Any training programs offered by the HMFD Training Division to HMFD personnel will be offered to the VFD firefighters and any training programs offered by the SPFD will also be offered to the HMFD.
- b) No charge will be made for any fire or emergency medical training program offered by the TOWN to the VFD pursuant to subsection a) above based upon the use of TOWN facilities or the time of TOWN personnel in preparing for and presenting such programs. If there are any other actual expenses involved in the VFD's participation in such a special training program, the VFD and HMFD Chiefs will attempt to determine a mutually acceptable basis for the VFD's

payment of such expense. If such determination cannot be made, VFD firefighters will be permitted to participate in the relevant training program upon the payment of such expenses as are established by the HMFD Chief.

8. RECORDS EVALUATION. Evaluations of VFD departmental records will be conducted by HMFD periodically, but not more frequently than once every six (6) months. If one or more evaluations reveal an unacceptable level of performance by the VFD, the Chief of the HMFD may, in his sole discretion, require the VFD to perform one or more or all of the following additional requirements:

- a) Submit to more frequent evaluations until the unacceptable performance reaches an acceptable level; and/or
- b) Submit to additional training offered by the HMFD at the sole expense of the VFD"; and/or
- c) Repair, maintain, and/or replace any defective vehicles, hose, materials, supplies, or other equipment so that such items are in good operating condition at all times.

9. RADIO CONTACT. Both the HMFD and the VFD utilize the same radio frequencies and dispatch center and therefore meet the radio communications standards.

10. SCENE CONTROL.

- a) If the VFD arrives at the incident scene before an officer of the HMFD, the VFD will use the necessary and appropriate tactics and strategies for the incident scene and will take the necessary and appropriate measures to deploy the VFD resources to protect life and property and to resolve the emergency situation. Upon the

arrival of the HMFD officer, the VFD officer in charge of the fire scene will, in accordance with the Incident Command System, brief the HMFD officer. If it is mutually agreed by the parties, the VFD officer in charge may relinquish control of the incident scene and the VFD resources to such HMFD officer.

- b) If a HMFD company arrives at the incident scene at the same time as or before the VFD, the HMFD officer in charge of such company shall have control of the fire scene and the VFD resources at the fire scene and in transit.
- c) The HMFD will provide information and training to the VFD on all operational procedures of the HMFD and any changes thereto as soon as possible and periodically thereafter as may be required to assure coordination between the parties. VFD firefighters responding to a fire alarm in the VFD Service Areas will learn and follow such procedures as soon as possible. Such procedures will be fully applicable to all emergency incident scenes, regardless of whether an officer of the VFD or the HMFD has charge of the scene.
- d) On all alarms in the VFD Service Areas, a HMFD company may be dispatched in addition to the VFD. Subject to the provisions of Paragraph 11, the HMFD and VFD will be dispatched together in accordance with the response criteria as outlined in the HMFD dispatch card programmed into the Cumberland County Computer Aided Dispatch system.

11. VEHICLE AND EQUIPMENT MAINTENANCE. The vehicles, equipment, materials and supplies described in Paragraph 6.b)(i-ii) above will be located at the

Station during the term of this Contract and will be used to respond from the Station under the conditions of Paragraph 6 above. Said vehicles, equipment, materials and supplies will not be out of service for any reason, unless it is then in the process of responding to an alarm or out of service due to repairs. If said vehicles, equipment, materials and/or supplies are out of service from the Station or otherwise unavailable to respond to alarms pursuant to this Contract, the VFD will give notice of such unavailability immediately to the HMFD through the Cumberland County Emergency Services Dispatch System. Such notice will be given by radio to the HMFD via the Cumberland County Emergency Services Communication Center at the time said vehicles, equipment, materials and/or supplies leave the Station or are otherwise unavailable. During the time that said vehicles, equipment, materials and/or supplies are absent from the Station or otherwise become unavailable, the VFD, under existing mutual aid agreements, will still be required to provide fire protection as set forth herein to the VFD Service Area in the event of any problem as addressed in the Contract.

12. INSURANCE.

- a) The VFD shall obtain and maintain insurance as set forth in the following sections throughout the term of this contract without lapse, and in no manner shall deviate from the stated insurance requirements. In the event the VFD fails to maintain insurance as outlined herein, the TOWN may at its option, but is not required to, obtain the required insurance at the expense of the VFD.

- b) The VFD's required insurance policies shall be with insurers licensed and lawfully authorized to underwrite and transact business in the State of North Carolina, and having an A.M. Best rating of not less than A-VII.
- c) The VFD agrees to maintain in continuous force and effect during the term of the Contract the following minimum levels of insurance:
- i) Vehicle: Bodily injury and property damage liability limits of at least \$1,000,000.00 for each occurrence covering all owned, non-owned and hired vehicles. Such insurance must name the TOWN as an additional insured.
  - ii) Comprehensive, General Liability: Bodily injury and property damage liability limits of at least \$1,000,000.00 for each occurrence/aggregate. Such insurance must include Contractual liability, personal injury hazards A, B and C, broad form property damage and products, and completed operations. Such insurance must name the TOWN as an additional insured. The current liability insurance policy for the VFD is attached hereto as Exhibit D.
  - iii) Employment Practices Liability: Employer's liability limits of at least \$500,000.00. Such insurance must name the TOWN as an additional insured.



d) The VFD agrees to maintain in continuous force and effect the following minimum levels of insurance for its VFD firefighters:

i) **Workers' Compensation**

1. Coverage A - Statutory

2. Coverage B - \$100,000.00

e) The VFD agrees to maintain in continuous force and effect the following minimum levels of insurance regarding the rendering of emergency medical assistance: \$1,000,000.00 medical professional liability each occurrence/aggregate.

f) The VFD will provide the HMFD Chief with certificates of insurance evidencing continuous coverage during the term of this Contract at the levels of insurance described in the preceding portions of this Paragraph and requiring that thirty (30) days advance, written notice of cancellation be given to the HMFD Chief by the insuring company.

g) If the insurance described in paragraph 12 is canceled, the TOWN may in its sole and absolute discretion terminate the Contract effective immediately upon written notice to the VFD.

13. **REIMBURSEMENT**. The VFD is solely responsible for the expenses and costs of operating, maintaining, repairing and replacing any equipment, materials, supplies or any other items used by the VFD or its VFD firefighters in performing any services required by or related to the Contract; provided that, if foam belonging to the VFD is reasonably required to extinguish

a fire in the TOWN, the TOWN will, at the election of the HMFD Chief, replace any foam actually used or reimburse the VFD for the replacements cost of such foam.

14. NON-DISCRIMINATION. The CONTRACTOR agrees to comply with the TOWN's non-discrimination policy and agrees not to unlawfully discriminate by reason of age, race, religion, color, sex, national origin or disability while performing the services required herein.

15. MODIFICATIONS. In order to be binding upon the parties, any Contract which the HMFD and VFD Chiefs are authorized to approve must be in writing and signed by the parties hereto. Such Contracts may be amended or terminated in the same manner and shall remain in effect until so amended or terminated or until the termination of the Contract; provided that this contract and any amendment thereto must take precedence over any Contract approved by the HMFD and VFD Chiefs.

16. BREACH.

- a) Unless otherwise provided herein, this Contract shall remain in full force and effect for a period of five (5) years. Each term and condition of this Contract is a material term and condition. In addition to any other remedy to which a party may be entitled, violation of any term and condition of this Contract will be a proper basis for termination of this Contract. However, the party alleged to have violated this Contract must first be given written notice of the violation and an opportunity to cure said violation. For purposes of this paragraph, "an opportunity to cure" will mean a reasonable time of no more than ten (10) days

(including holidays, Saturdays and Sundays). If any party fails to cure the violation after notice and an opportunity to cure, the other party may, in its sole discretion, terminate this Contract by written notice signed by such party's Chief, or take such other and further action as to which such party may be entitled.

- b) Written notice of a violation must be given within thirty (30) days of the date such violation is alleged to have occurred. Each day that a violation continues is a separate violation, for purposes of this Contract. Written notice of a violation must contain the following information:
- i) Date(s) on which the violation occurred;
  - ii) Description of the facts giving rise to the alleged violation;
  - iii) Paragraph(s) of the Contract alleged to have been violated; and
  - iv) The VFD shall have no more than ten (10) days to cure the violation.
  - v) The VFD shall not be sanctioned for the same type of violation within a twelve month period if previously cured after notice of an earlier violation.
- c) The TOWN may terminate this Contract after due notice upon the occurrence of the following events:
- i) The VFD fails to respond with the equipment or VFD firefighters required in this agreement, unless the VFD is unavailable within the meaning of Paragraph 11 herein or out of service as defined in Subparagraph 1(n); or

- ii) The VFD is unavailable within the meaning of Paragraph 11 or out of service as defined in Subparagraph 1(n) and fails to give timely notice of such unavailability in the manner and as described by Paragraph 11; or
- iii) The VFD closes its operations at 7221 Stoney Point Road, Fayetteville, NC 28306, during the term of this Contract.
- d) The termination will be effective upon receipt by the persons described below:
  - i) For the VFD: any corporate officer of the VFD, the VFD Chief or Deputy/Assistant VFD Chief.
  - ii) For the TOWN: TOWN Manager, Assistant TOWN Manager, HMPD Chief or Deputy/Assistant Fire Chief of the HMPD.
- e) Failure by any party to give notice of a violation or to terminate this Contract will not waive such party's rights to give notice of other violations or to terminate this Contract for any other violations.

17. NOTICES.

- a) Any written notice, except as provided in Paragraph 16 above, may be given by first class mail addressed as follows:
  - i) For the TOWN: TOWN of Hope Mills  
ATTN: Fire Chief  
5770 Rockfish Road  
Hope Mills, NC 28348
  - ii) For the VFD: Stoney Point Volunteer Fire Department  
ATTN: Fire Chief  
7221 Stoney Point Road  
Fayetteville, NC 28306

- b) Any change in the address contained in subsection a) above will be given to the other party immediately by written notice.
- c) Any change in the person serving as chief of either party will be given immediately by written notice to the other party by the party making such change.

18. RIGHT TO ENFORCE. This Contract does not create any rights enforceable by any person or entity not a party thereto, including, but not limited to, VFD firefighters and officers of the VFD and residents or property owners located within the TOWN, including the VFD Service Areas.

19. MISCELLANEOUS.

A. Except as noted in Paragraph B below, upon mutual execution of this contract, the VFD will consider all pre-FY 2011/2012 debts owed to it by the TOWN related to prior uncompensated annexations resolved by this Agreement, except as provided in Exhibit B.

B. In the event that this contract is terminated prior to the expiration of the normal debt assumption requirements as provided in Article 4A of Chapter 160A of the North Carolina General Statutes, then the normal debt assumption requirements will be reinstated as of the date of termination.

C. As required by G.S. §160A-20.1(b), the VFD shall comply with N.C. Gen. Stat. Chpt. 64, Art. 2, which requires that some employers use E-Verify after hiring an employee to work in the United States.

D. The VFD hereby authorizes the TOWN to store one HMFD fire truck inside the Stoney Point Fire Department – Station 19, located at 2190 Lake Upchurch Drive, Fayetteville,

NC 28306-0726. In the absence of adequate space in Station 19, the parties may agree to an alternate storage facility for the HMFD truck. The HMFD shall have access to the fire truck and associated apparatus at any time (i.e. twenty-four hours per day, seven days per week) for preventative maintenance and as otherwise needed by the TOWN. The VFD shall exercise ordinary care and shall take the same steps to secure the HMFD truck as it does to secure its own equipment, but otherwise, the VFD shall have no liability or responsibility for the care and maintenance of the HMFD truck.

20. ENTIRE AGREEMENT. This Contract constitutes the entire Contract between the parties. There are no oral or written Contracts or understandings which are binding upon the parties, except as expressly set forth herein. This Contract cannot be amended, altered or modified in any manner except by written Contract, duly authorized by the Council of the TOWN and the Board of Directors of the VFD and duly executed by the appropriate corporate officers of the TOWN and the VFD.

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STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF CUMBERLAND

PAGE 19 OF 19

TOWN OF HOPE MILLS

ATTEST:



BY:

John Ellis  
JOHN ELLIS, TOWN Manager

Melissa P. Adams  
Melissa P. Adams, TOWN Clerk

APPROVED AS TO FORM:

T.C. Morphis, Jr.  
T.C. MORPHIS, Jr., TOWN Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

R. R.  
, TOWN Finance Officer

STONE POINT VOLUNTEER  
FIRE DEPARTMENT, INC.

BY:

Daniel C. Brown  
Daniel C. Brown, President

BY:

Freddy L. Johnson Sr.  
Freddy L. Johnson Sr., Fire Chief



This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

R. R. 7 Jul 2014

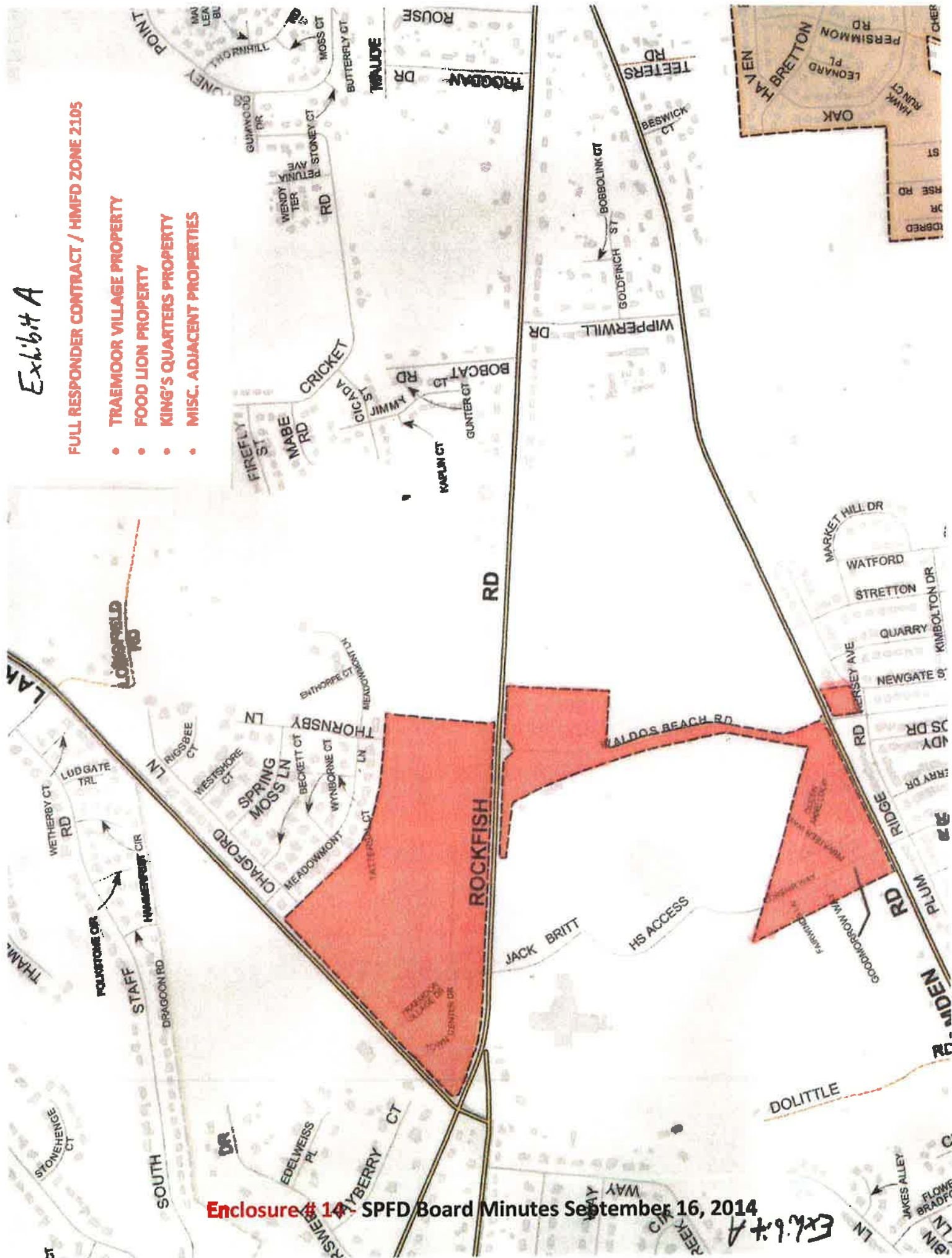
Date

Finance Director

*Exhibit A*

FULL RESPONDER CONTRACT / HMFD ZONE 2105

- TRAEMOOR VILLAGE PROPERTY
- FOOD LION PROPERTY
- KING'S QUARTERS PROPERTIES
- MISC. ADJACENT PROPERTIES



Enclosure # 14 - SPFD Board Minutes September 16, 2014

*Exhibit A*



**EXHIBIT B**

Full Responder	Contract			
Year Annexed:	PIN #:	Acres:	Taxable Value:	Location:
2012-01	9494-77-8129	5.85	\$ 3,821,200.00	Food Lion on Rockfish Road
2012-01	9494-77-4257	4.97	\$ 172,067.00	Beside Jack Britt High School
2012-01	9494-77-9595	1.02	\$ 207,017.00	Beside BB&T on Rockfish Road
2012-01	9494-77-2724		\$ 224,611.00	Beside Jack Britt High School
2012-01	9494-77-7579	0.98	\$ 802,029.00	BB&T on Rockfish Road
			<b>\$ 5,226,924.00</b>	
2012-03	9494-58-2398	1.66	\$ 1,381,334.00	CVS Rockfish Road & Lakewood Drive
2012-04	9494-68-8398	39.43	\$ 1,764,585.00	Property behind and beside Harris Teeter
2012-04	9494-78-4508		\$ 0.0	Common Area/Right of Way Behind Harris Teeter
2012	9494-58-3543		\$ 143,773.00	Property beside CVS
2012	9494-75-7135		\$ 25,000.00	Corner of Camden Road & Waldo's Beach Road
			<b>\$ 3,314,692.00</b>	
2011	9494-58-8551		\$ 7,584,400.00	Harris Teeter
2011	9494-58-5283		\$ 304,809.00	Strip Mall in front of Harris Teeter
2011	9494-58-5647		\$ 260,402.00	Corner of Lakewood Drive & Traemoor VII. Drive
2011	949465-2486		\$ 300,000.00	King's Quarters
2011	9494-65-8470		\$18,557,100.00	King's Quarters
2011	9494-68-1137		\$ 990,660.00	Macdonald's
			<b>\$ 27,997,371.00</b>	
Full Responder	Contract based			
on Tax Value	January 1, 2014	Total=	<b>\$ 36,559.00</b>	

**Exhibit C-1**

N.C. Gen. Stat. § 160A-31.1 and 160A-58.2A requires that the TOWN pay a portion of the VFD debt service obligation when the TOWN annexes property that is served by the VFD. The parties acknowledge that some properties were annexed into the corporate limits of the TOWN prior to June 30, 2012, for which no debt service payments have been made. At this time, the parties believe that the assessed valuation of the fire district and the corresponding debt service payments that should have been made by the TOWN cannot be readily determined. Therefore, the parties agree that the following payment schedule constitutes a reasonable basis for agreement:

1. **Future Annexations:** After the effective date of this Contract, the TOWN shall decide, in its sole discretion, whether some or all future annexations of land currently within the Stoney Point Fire Tax District shall be added to the VFD Service Area. If an annexed area is added to the VFD Service Area, the TOWN shall have no debt service obligation in connection with the annexed property. Any sums that would be required pursuant to G.S. § 160A-31.1 or 160A-58.2A shall be deemed to be included in the additional sums paid by the Town pursuant to this Contract.

2. **Annexations Between July 1, 2012 and the Effective Date of the Contract:** For all areas formerly within the Stoney Point Fire Tax District that were annexed by the TOWN between July 1, 2012 and the effective date of this Contract, the TOWN shall pay the equivalent of one year of debt service payments, calculated from the date of annexation and pursuant to G.S. § 160A-31.1 and 160A-58.2A.

3. **Annexations Prior to July 1, 2012:** For all areas formerly within the Stoney Point Fire Tax District that were annexed by the TOWN prior to July 1, 2012, no debt service payment shall be required except for the following properties:

Cumberland County PIN	Annexation Date	Description of Property
9494-58-8551 9494-58-5647 9494-58-5283 9494-58-1137	April, 2011	The Harris Teeter property and a portion of the Traemore property
9494-77-8129	January, 2012	The Food Lion Property
9494-65-8470 9494-65-5322 9494-65-2486 9494-75-4462 9494-75-4551	February, 2011	The King's Quarters property

As to these properties, and only these properties, the Town shall pay one year of debt service payments, calculated from the date of annexation and pursuant to G.S. § 160A-58.2A.

**EXHIBIT C-2**

<b>Year Annexed:</b>	<b>PIN #:</b>	<b>Acreage:</b>	<b>SPFD Debt Svc</b>	<b>Location:</b>
2013	0404-67-0287	0.89	No Response	Camden Road near Shell Station
2013	0404-66-7832	2.16	\$ 50.73	Off Rockfish Road near South Peak Drive
			<b>\$ 50.73</b>	
2012-01	9494-77-8129	5.85	All Parcels	Food Lion on Rockfish Road
2012-01	9494-77-4257	4.97	Figured	Beside Jack Britt High School
2012-01	9494-77-9595	1.02	Together	Beside BB&T on Rockfish Road
2012-01	9494-77-2724		By SPFD	Beside Jack Britt High School
2012-01	9494-77-7579	0.98	\$ 8,072.28	BB&T on Rockfish Road
			<b>\$ 8,072.28</b>	
2012-03	9494-58-2398	1.66	\$ 2,569.88	CVS Rockfish Road & Lakewood Drive
			<b>\$ 2,569.88</b>	
2012-04	9494-68-8398	39.43	\$ 3,835.17	Vacant Property behind and beside Harris Teeter
2012-04	9494-78-4508	6.55	\$ 0.0	Common Area/Right of Way Behind Harris Teeter
			<b>\$ 3,835.17</b>	
2011-02	9494-65-8470	18.43	All Parcels	King's Quarters
2011-02	9494-65-5322		Figured	King's Quarters
2011-02	9494-65-2486		Together	King's Quarters
2011-02	9494-75-4462		By SPFD	King's Quarters
2011-02	9494-75-4551		\$ 446.52	King's Quarters
			<b>\$ 446.52</b>	
2011-04	9494-58-8551	12.56	All Parcels	Harris Teeter and developed Traemoor
2011-04	9494-58-5647		Figured	Properties
2011-04	9494-58-5283		Together	
2011-04	9494-68-1137		By SPFD	
			\$ 1,476.48	
			<b>\$ 1,476.48</b>	
<b>One Time Debt</b>	<b>Service Payment</b>	<b>Total=</b>	<b>\$ 16,451.06</b>	

- Debt Service computed by SPFD
- Debt Service computed by SPFD for PIN # 0404-66-7832 (2013) was \$ 507.24.  
amount corrected in chart above

EXHIBIT D

STONE-1

OP ID: PG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VF16 of North Carolina P.O. Box 12825 Raleigh, NC 27606 W. Cloyce Anders	CONTACT NAME: W. Cloyce Anders PHONE (ACC. TO FILE): 919-755-1401 FAX (ACC. TO FILE): 919-755-1125 ADDRESS:
INSURER Stoney Point V.F.D., Inc. Freddy Johnson, Jr., Chief 7221 Stoney Point Road Fayetteville, NC 28306-9726	INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Ins. Co. <b>197208</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	ADD. SUBS	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> <input checked="" type="checkbox"/> LOC OTHER:		TR2059478-08	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED. EXP. (Per acc. person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		CM1058817-08	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIMIT <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIMIT <input checked="" type="checkbox"/> CLAIM-MADE		TR2059478-08	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Events Schedule, may be attached if more space is required)  
 Town of Hope Mills listed as additional insured only in regards to contract issued has with Town per form VULNCL "Blanket Additional Insureds"  
 Coverage includes \$50,000 employee dishonesty; management liability - \$3,000,000 aggregate; \$1,000,000 wrongful act or offense with \$0 deductible

CERTIFICATE HOLDER  Town of Hope Mills 8776 Rockfish Road Hope Mills, NC 28348	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



# TOWN OF HOPE MILLS

5770 ROCKFISH ROAD • HOPE MILLS, NORTH CAROLINA 28348-1848  
TELEPHONE (910) 424-4555 • FAX (910) 424-4902

## CERTIFIED MAIL

August 11, 2014

Fire Chief Freddy Johnson  
Stoney Point Volunteer Fire Department  
7721 Stoney Point Road  
Fayetteville, NC 28306

Re: Voluntary Annexation Petition – Property of Bill Clark Homes of Fayetteville, LLC - 50.08 acres Cumberland County Pin #9494-70-7243 (a portion), #9494-71-7107 (a portion), #9494-71-5609, and #9494-71-5701, lying in Rockfish Township, Cumberland County, NC.

### Request for Financial Information

Dear Chief Johnson:

The Town of Hope Mills is considering the voluntary annexation of territory which is located within the fire service area of your department. North Carolina law requires the Town to pay annually a proportionate share of any payments due on any debt (including principal and interest) relating to facilities or equipment of a rural fire department if: (1) the area where service is provided is in an insurance district designated under G.S. 153-A-233, a rural fire protection district under Article 3A of Chapter 69 of the General Statutes, or a fire service district under Article 16 of Chapter 153A of the General Statutes; (2) the debt was existing at the time of submission of a voluntary petition for contiguous annexation; and (3) the amount of debt payments calculated for all voluntary contiguous annexations exceeds one hundred dollars (\$100.00) in any calendar year. A petition was submitted that includes an area served by your department on August 1, 2011.

In order to determine the Town's proportionate share of your department's debt, we will need certain information concerning your debt. A request for debt information concerning your department is attached. Please make this information available to the Town not later than thirty (30) days following receipt of this letter. Please be advised that failure to respond within 45 days following receipt of this letter will result in the forfeiture of your department's rights to receive any payment on this debt.

If any additional information or assistance is needed, please do not hesitate to call.

Sincerely,

John W. Ellis, III  
Town Manager

JWE/mpa

cc: Melissa P. Adams Town Clerk  
Chuck Hodgas, Fire Chief  
Ricky Ramey, Interm Finance Director

**Enclosure # 15 - SPFD Board Minutes September 16, 2014**

[www.townofhopemills.com](http://www.townofhopemills.com)

 COPY

**STONEY POINT  
FIRE DEPARTMENT INC**

Stations 13 & 19  
2190 Lake Upchurch Road  
Parkton, North Carolina 28371  
Phone # (910) 424-0694  
Fax # (910) 425-2795  
Email: [spfd1301@nc.rr.com](mailto:spfd1301@nc.rr.com)

**Station 13 & Mailing Address**  
7221 Stoney Point Road  
Fayetteville, North Carolina  
28306-8005



**Daniel C. Brown**  
President  
**Larry Townsend**  
Vice President  
**Al Grupy**  
Treasurer  
**Angus Pate**  
Secretary  
**Jerry R. Hall**  
Member  
**Joel A. Siles**  
Member  
  
Member  
**Freddy L. Johnson Sr.**  
Fire Chief

September 16, 2014

Mr. John Ellis, Town Manager  
Town of Hope Mills  
5770 Rockfish Road  
Hope Mills, North Carolina 28348-1848

Re: Request for Debt Information Concerning a Rural Fire Department  
Bill Clark Homes of Fayetteville, LLC 50.08 Acres

Dear Mr. Ellis:

Attached is the debt information requested by your town on August 12, 2014 concerning the consideration for voluntary annexation of territory, which is located within our fire protection area.

Should you require additional information concerning our listed debts please don't hesitate to call on me.

Sincerely,

A handwritten signature in black ink, appearing to read "Freddy L. Johnson Sr.", written over a printed name and title.

FREDDY L. JOHNSON SR.  
Fire Chief

2 Enclosures

1 – Rural Fire Department Debt Information  
1 – GIS Maps / Tax Information identifying PIN #'s 9494-71-5701, 7107, 9609 and 9494-70-7243

**Enclosure # 15 - SPFD Board Minutes September 16, 2014**

**TOWN OF HOPE MILLS**

**RURAL FIRE DEPARTMENT  
DEBT INFORMATION**

**FOR**

**PETITIONED CONTIGUOUS ANNEXATIONS  
(G.S. 160A-31.1)**

**INFORMATION TO BE PROVIDED BY THE**

**STONEY POINT**

**RURAL FIRE DEPARTMENT**

<b>Name of Petition Area for which this information is requested.</b>	<b>Bill Clark Homes of Fayetteville, LLC CC PIN# 9494-70-7243 9494-71-7107 9494-71-5609 9494-71-5701 = 50.08 Acres</b>
<b>Date information requested by the Town of Hope Mills per G.S. 160A-31.1(a).</b>	<b>August 11, 2014</b>
<b>Date request for information received by the rural fire department.</b>	<b>August 12, 2014 (Certified Mail)</b>
<b>Date information received by the Town of Hope Mills from the rural fire department.</b>	<b>September 16, 2014</b>

**TOWN OF HOPE MILLS**  
**RURAL FIRE DEPARTMENT**  
**STONEY POINT**  
**DEBT INFORMATION**  
**PETITIONED CONTIGUOUS ANNEXATIONS**  
 (G.S. 160A-31.1)

Name of Petitioner.	<b>Bill Clark Homes of Fayetteville, LLC</b>
<b>(1)</b> Name of Petition Area for which this information is requested.	Pin # 9494-70-7243 (A Portion) = <b>Acres</b> Pin # 9494-71-7107 (A Portion) = <b>Acres</b> Pin# 9494-71-5609 = <b>Acres</b> Pin# 9494-71-5701= <b>Acres</b>
<b>(2)</b> Date upon which the petition for annexation was submitted to the Town of Hope Mills. (I-2)	<b>July 21, 2014</b>
Existing debt on apparatus and equipment as of the date that the petition for annexation was submitted to the Town of Hope Mills.	Please check the appropriate box: <input checked="" type="checkbox"/> The department has no debt on apparatus and equipment.  <input type="checkbox"/> The department does has debt on apperatus and equipment. (See page 3)
Existing debt on facilities (land and stations) as of the date that the petition for annexation was submitted to the Town of Hope Mills.	Please check the appropriate box: <input type="checkbox"/> The department has no debt on facilities. <input checked="" type="checkbox"/> The department does have debt on Facilities. (See page 4)
<b>(3)</b> Date upon which the Annexation Ordinance became effective	<b>October 2014</b>
<b>(4)</b> Tax Value of the entire district as of the date upon which the Annexation Ordinance became effective.	\$ <u>892,679.00</u>
<b>(5)</b> Tax Value of the area(s) included in the Annexation Ordinance (Item 1) as of the date upon which the Annexation Ordinance became effective.	\$ <u>347,141.00</u>
<b>(6)</b> Percent (%) which the tax value of the area(s) included in the Annexation Ordinance bears to the tax value of the <b>entire</b> district as of the date upon which the Annexation Ordinance became effective (Item 5 divided by Item 4)	<u>0.3888755 = &gt; 1%</u>
<b>(7)</b> Existing debt on apparatus and equipment as of the date upon which the petition for annexation was submitted to the municipality.	\$ <u>Nonne</u>
<b>(8)</b> Existing annual debt payment on facilities [land and station(s) as of the date upon which the petition for annexation was submitted to the municipality (Add payments for each facility from worksheets below)	\$ <u>872,654.23</u>



**(7) APPARATUS AND EQUIPMENT**

**VEHICLE NUMBER ONE**

<b>Manufacturer</b>	<b>NA</b>
<b>Type (Pumper-Tanker-Brush-Other)</b>	
<b>Year Purchased</b>	
<b>Financing is Provided by</b>	
<b>The amount of the annual payment on Vehicle Number One is</b>	
<b>The year in which the debt on Vehicle Number One will be paid in full is</b>	

**VEHICLE NUMBER TWO**

<b>Manufacturer</b>	<b>NA</b>
<b>Type (Pumper-Tanker-Brush-Other)</b>	
<b>Year Purchased</b>	
<b>Financing is Provided by</b>	
<b>The amount of the annual payment on Vehicle Number Two is</b>	
<b>The year in which the debt on Vehicle Number Two will be paid in full is</b>	



**(8) FACILITIES**

**FACILITY NUMBER ONE**

<b>Year construction was completed</b>	<b>1985</b>
<b>Initial cost (land and structure)</b>	<b>\$ 60,000</b>
<b>Financing is provided by</b>	<b>GMAC</b>
<b>The amount of the annual payment on Facility Number One is</b>	<b>\$ 5,520.00</b>
<b>The year in which the debt on Facility Number One will be paid in full is</b>	<b>2017</b>

**FACILITY NUMBER TWO**

<b>Year construction was completed</b>	<b>2009</b>
<b>Initial cost (land and structure)</b>	<b>\$ 1,200,000.00</b>
<b>Financing is provided by</b>	<b>North State Bank – Raleigh NC</b>
<b>The amount of the annual payment on Facility Number Two is</b>	<b>93,000.00</b>
<b>The year in which the debt on Facility Number Two will be paid in full is</b>	<b>2024</b>

**COMPUTATION**

<b>Step 1.</b> Divide the amount shown in Item 5 by the amount shown in Item 4.	<u>0.3888755</u>
<b>Step 2.</b> Total the amount(s) shown in Item(s) 7 and/or 8.	\$ <u>872,654.23</u>
<b>Step 3.</b> Multiply the results from Step 1 (percentage factor) times the result from Step 2 (amount of annual debt).	\$ <u>339.53</u>

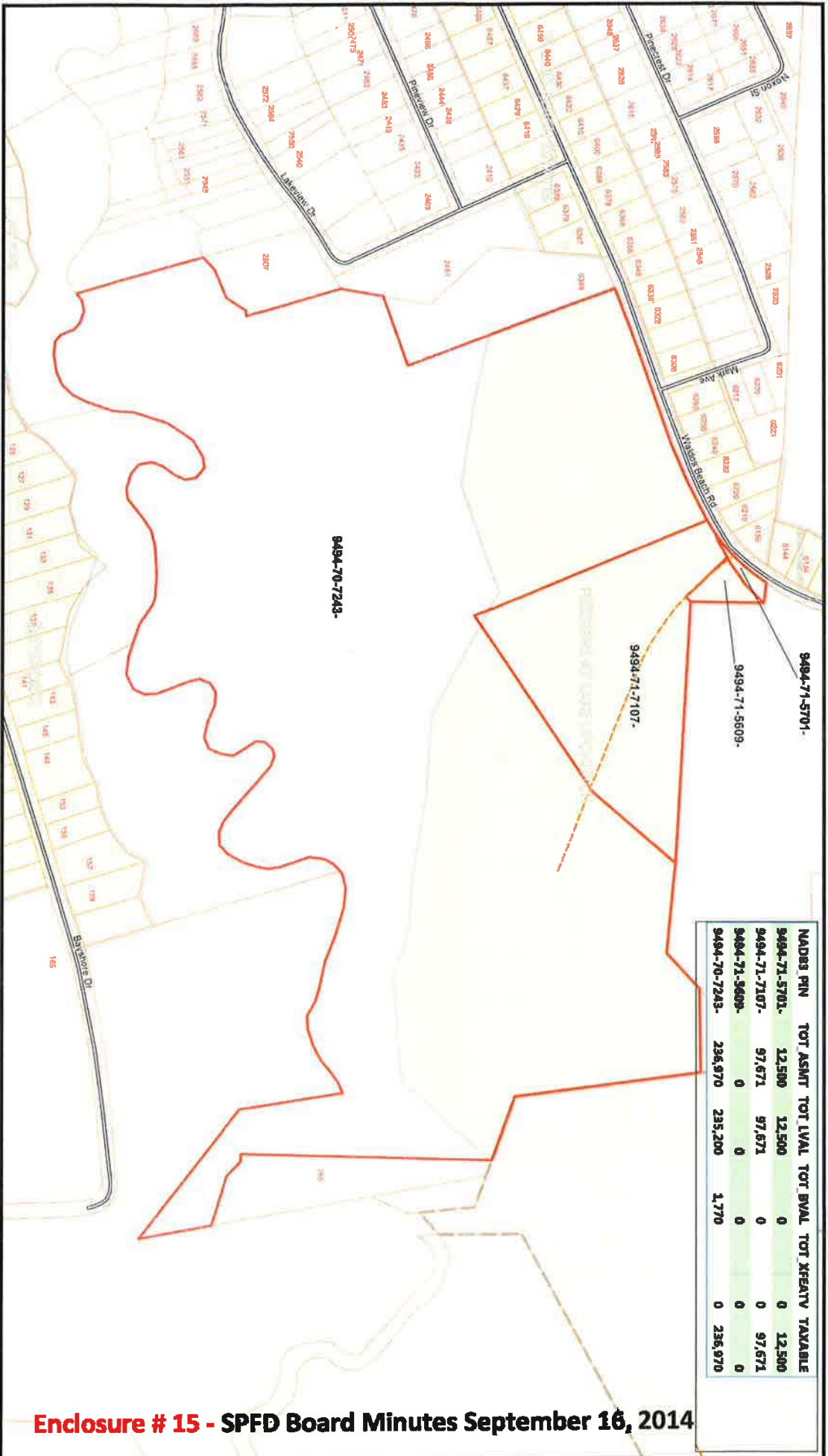
The results of Step 3 is the amount of the annual debt service which the municipality is required to pay annually to the rural fire department



Printed August 14, 2014  
Scale 1 in = Not to Scale

Chamberland County Planning Department  
130 Gillespie Street Post Office Box 1829 Fayetteville, North Carolina 28302-1829 (910) 678-7400 Fax: (910) 678-7631

Maps can also be viewed online at [www.compsa.org](http://www.compsa.org)



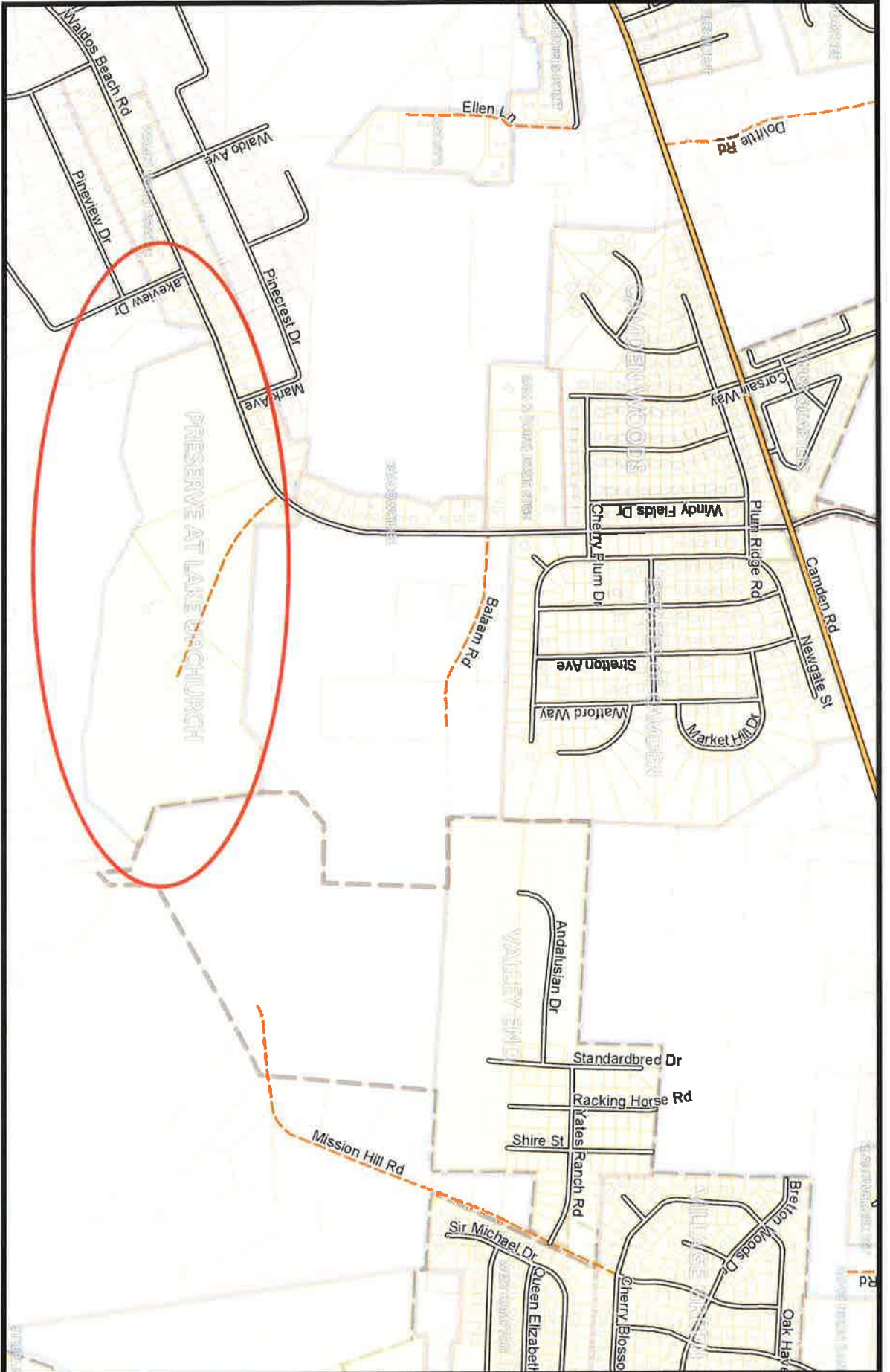
Enclosure # 15 - SPFD Board Minutes September 16, 2014

All data is compiled from recorded deeds, plats, and other public records, and data Primary sources from which the data was compiled may be consulted for verification of information contained in the data. All information contained herein was created by the Chamberland County Planning Department and is not intended to be used for any other purpose. The County is not responsible for the accuracy of the data, and neither can we be held liable for any errors or omissions. The County is not responsible for the accuracy of the data, and neither can we be held liable for any errors or omissions. Any use of this data is strictly prohibited in accordance with North Carolina statute 151-10.





Scale 1 in. = Not to Scale  
Printed August 14, 2014



Cumberland County Planning Department  
130 Colleton Street Paul Oliver Dan 1429 Fayetteville North Carolina 28302-1829 (919) 678-7600 Fax (919) 678-7611

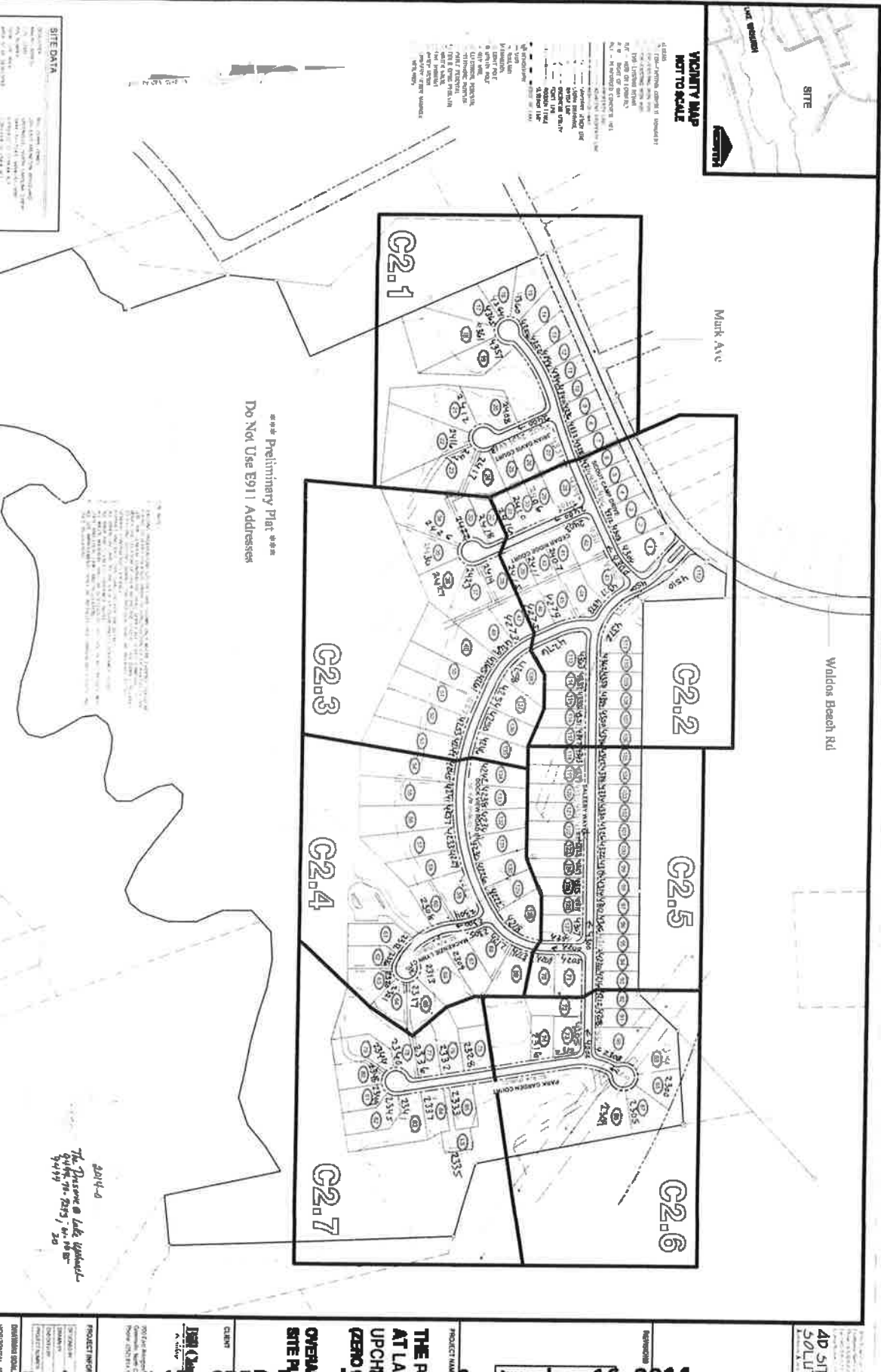
Maps can also be viewed online at [www.ccmmaps.org](http://www.ccmmaps.org)

All data is compiled from recorded deeds, plats and other public records and data. Primary sources from which this data was compiled must be consulted for verification of information contained in the data. All information contained herein was created for the County's internal use. Cumberland County, its agents and employees shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Any resale of this data is strictly prohibited in accordance with North Carolina General Statute 132-10.

PROJECT NAME: THE PARKSERVE AT LAKE WOODBURN UPOUCH (ZERO FOOT LINES)  
 CLIENT: LHM (Leslie Homes) 1250 N. 1st St. # 1200, Seattle, WA 98109  
 DRAWING NUMBER: 16-113

DATE: 12/18/13  
 PROJECT NO: 16-113  
 SHEET NO: C-2.0  
 4P SITE SOLUTIONS, INC.  
 4100 15th Avenue NE, Seattle, WA 98105  
 (206) 487-4800

**VICINITY MAP**  
 NOT TO SCALE



**SITE DATA**

PROJECT NO:	16-113
SHEET NO:	C-2.0
DATE:	12/18/13
DRAWN BY:	JLH
CHECKED BY:	JLH
DATE:	12/18/13



2014-1  
 The Preserve @ Lake Woodburn  
 4444 NE 205th St, No. 10  
 98119

Mark Ave  
 Waldos Beach Rd

ENCLOSURE # 10 - SPFD Board Minutes September 16, 2014