



## REQUEST FOR BOARD ACTION

ITEM NO. 14.

**DATE OF MEETING:** June 3, 2013

**REQUESTED BY:** Chief Demetrius Batts Surf City Volunteer Fire Department

**SHORT TITLE:** Resolution Authorizing the Consolidation of Surf City Volunteer Fire Department Loans.

**BACKGROUND:** Surf City Volunteer Fire Department currently has a loan with United Financial for \$473,737.69. The Department wants to refinance the current loan and purchase a 2004 Quick Response Vehicle, equipment for the truck and other station work for \$134,000, for a total of \$607,737.69. The Surf City Volunteer Fire Department is currently at a 23% debt ratio. By purchasing the 2004 QRV the Department will save in fuel and wear and tear on the new engine purchased in 2010. The Department also would like to paint the exterior finish of the upstairs and epoxy the bay floors. Financing of the purchase will be from United Financial Services in the amount of \$607,737.69 at 3.9% for 20 years with semiannual payments of \$22,385.12. The Fire Department has also received a Grant from the State for \$30,000.00 towards the purchase of the truck.

Based on the Pender County Fire Contract, the County Finance Director calculated the anticipated FY 12-13 Debt Ratio at 27.079759%. This was determined as follows -- \$42,776 Debt Service /\$157,963 Anticipated Fire District Tax Revenue. The Anticipated FY 13-14 @ a \$.07 cents Tax Rate Debt Ratio at 26.962836%. This was determined as follows-- \$42,776 Debt Service /\$158,648 Anticipated Fire District Tax Revenue. This assumes no change in debt. The Anticipated FY 13-14 using a \$.08 cents Tax Rate Debt Ratio at 24.692648%. This was determined as follows-- \$44,770.24 Debt Service /\$181,310 Anticipated Fire District Tax Revenue. Note: This assumes additional debt.

As a note, if this transaction would be approved by the BOCC, with no tax increase, the Debt Ratio would be at 28.219858%. This was determined as follows \$44,770.24/\$158,648.

**SPECIFIC ACTION REQUESTED:** To consider a resolution approving refinancing of an existing loan of \$473,737.69 and the purchase of a 2004 Quick Response Vehicle, equipment for the truck, painting the exterior of the station, epoxy of the bat floors, and finish the upstairs of the station for \$134,000.00, for a total of \$607,737.69.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully defer to the Board of Commissioners.

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby approves the refinancing of an existing loan of \$473,737.69 and the purchase of a 2004 Quick Response Vehicle, equipment for the truck, painting the exterior of the station, Epoxy of the bat floors, and finishing the upstairs of the station for \$134,000, for a total of \$607,737.69. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: Brown \_\_\_ McCoy \_\_\_ Tate \_\_\_ Ward \_\_\_ Williams \_\_\_

Date \_\_\_\_\_ George R. Brown, 6/3/2013  
Chairman

\_\_\_\_\_  
ATTEST 6/3/2013  
Date

**United Financial**

*of North Carolina, Inc.*

58 Wilkie Way

Fletcher, NC 28732

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January 23, 2012

Chief Demetrius Batts  
Surf City Volunteer Fire Department, Inc.  
100 Deer Run Dr.  
Hampstead, NC 28443

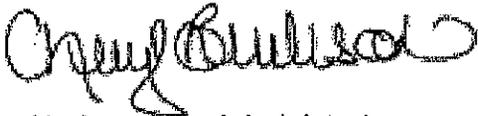
Chief Batts,

The Surf City Volunteer Fire Department, Inc. entered into a Municipal Lease and Option Agreement with United Financial of NC, Inc. dated 6/03/2010 for the purpose of acquiring a new Pierce Fire Apparatus and Refinancing a 1999 Pierce Fire Apparatus. The amount of the Lease is \$505,180.70 with an interest rate of 5.49% and 20 annual payments of \$41,496.95.

The Department entered into a Municipal Lease and Option Agreement with United Financial of NC, Inc. dated 11/15/2011 for the purpose of acquiring a LP Gas Heating System for the Bay Area of the Fire Station. The amount of the Lease is \$5,500.00 with an interest rate of 5.25% and 5 annual payments of \$1,279.15.

The Departments annual debt totals \$42,776.10. The approximate amount of annual revenue the department receives is \$170,000.00. Their annual debt to income ratio is approximately 25%.

Cheryl Burleson



Underwriting Administrator

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*Ph. # 828 / 684-5643*

*Fax # 828 / 684-5616*

NORTH CAROLINA )  
PENDER COUNTY )

FIRE DEPARTMENT FUNDING AGREEMENT  
AND AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered this 3<sup>rd</sup> day of October, 2011, by and between PENDER COUNTY, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and Surf City VOLUNTEER FIRE DEPARTMENT, a political subdivision organized under the laws of the State of North Carolina, having its principal office in Pender County, North Carolina, hereinafter referred to as "Department";

WITNESSETH:

WHEREAS, the Department has agreed to provide continuing fire protection service within its primary area of coverage, and the other areas on the basis of mutual aid contracts with other County Fire Departments for the benefit of the citizens of Pender County; and

WHEREAS, the Department has requested County to assist in the funding of above-described services by collecting and distributing a county-wide service district tax; and

WHEREAS, G.S. 153A-11, 153A-13, 153A-305 authorize County to provide the Department with financial support for the above described services;

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

**I. Purpose of Agreement and the Department's Use of Funds**

A. Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

(1) The Department shall provide continuing fire protection service consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District as defined in Exhibit A, maintain through the Office of State Fire Marshal at least a 9E/9S rating for the insurance district, whether 5-mile or 6-mile, covered by the department, and will respond to automatic and mutual aid calls by the County Dispatcher with back-up assistance as called upon, at the Chief's discretion. For purpose of this Agreement, "Mutual Aid" is defined as requests for assistance when requesting fire department has exhausted all of its available resources and the department called for mutual assistance has available resources to send, as determined by the on-duty supervisor of the squad from which mutual aid is requested.

(2) The Department will respond simultaneously, upon the initial call of a structure fire with the neighboring department in which the Computer Aided Dispatch System (CAD) has identified them as the automatic aid department, with a piece of fire apparatus capable of carrying 1,000 gallons of water or more.

(3) The Department will assist the County during a declared County State of Emergency in the clearance of debris on roadways within the fire district or other emergency protective actions as requested by County officials through the Emergency Operations Center. The department shall be reimbursed by the County for the use of its equipment during said period of assistance according to either a pre-established local or state hourly rate, or for those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. The reimbursable costs and expenses, with an itemized notice, shall be forwarded to the County as soon as practical after the costs and expenses are occurred, but not later than sixty (60) days following the period of assistance. The Department will make its expense and reimbursement request to the County in a format consistent with state and federal reporting procedures. The County agrees to reimburse the department within 90 days of receipt of request for reimbursement. Time frames spelled out under this provision of this contract may be modified in writing by mutual agreement. This shall not preclude the Department from assuming or donating in whole or in part, the costs and expenses associated with any loss, damage, or used of equipment.

(4) The County shall operate a communication system sufficient to alert the Department and other agencies of fires that occur in the County. The maintenance of Department owned communications equipment is the responsibility of the Department. The County Central Dispatch shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.

A. Description of the Department's Service Area - The Department's service area is defined in Exhibit A, attached hereto and incorporated herein by reference.

B. Term of Agreement - The term of this agreement shall be from the date of execution through June 30, 2014; provided, however, that in the event no replacement contract is executed covering this service district, this contract shall be extended annually under the same terms and conditions unless it is cancelled by written notice mailed to the other party one hundred eighty (180) days prior to termination. The parties agree to meet and review the contract every third year following the date of execution.

C. Payment - For their services, County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area, to be paid on a monthly basis via electronic funds transfer. Effective with the FY 12-13 fiscal year, if the Department does not collect at least \$100,000 dollars annually in fire service area taxes, then the County will supplement the Department's Fire Tax Collections in order to bring them up to \$100,000 dollars per annum. The County shall furnish to the Department by October 1st of each year an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this contract is properly approved, executed, and on file at the County Manager's Office, no later than June 30 of the current year.

D. Maintenance of Revenues - Should a revaluation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessarily hardship in performing its duties under this agreement, the County will review the Department's budget and consider an adjustment of the tax rate for that district to maintain it revenue levels. This does not preclude the County from reducing the

tax rate should revaluation yield a substantial increase in value for the district.

E. Disposing of Fixed Equipment – The Department shall, prior to the offer thereof to agencies outside of Pender County, offer its surplus equipment to other fire departments within Pender County.

F. Assets Should Department Dissolve - Should the Department voluntarily disband, dissolve or otherwise become unable to provide fire protection service for their service area, or fail to maintain at least a 9E/9S fire insurance rating from the NC Department of Insurance, any and all equipment and other assets acquired by the use of fire district tax funding (in whole or in part) will revert to Pender County, which shall follow the recommendation of the Pender County Fire Commission to the County Commissioners for approval as to final disposition. To protect the service district tax payers, the County Commission will assure that this equipment and other assets will be used for fire protection in the service area formerly served by the Department.

## II. Minimum Standards

A. Staffing on Scene – The Department shall maintain standard operating guidelines, which shall be available for review by the Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and, as applicable to emergency response services.

B. PCFFA/PC Fire Commission – The Department shall use reasonable efforts to ensure the presence of a representative at eighty percent (80%) of the scheduled meetings of PCFFA and PC Fire Commission over a twelve (12) month period.

C. NIMS – The Department shall arrange for the National Incident Management System (“NIMS”) staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.

D. District Coverage – The Department shall, if it chooses to participate in events such as out of district events, ensure that adequate fire protection is available for Fire Department District in its absence.

E. Reporting – The Department shall participate in the National Fire Incident Reporting System (“NFIRS”) and provide copies of its reports, which should be provided by approved electronic format, to the Pender County Emergency Management Office.

F. Fees – The Department shall furnish its fire protection and emergency services free of charge to all persons and property located within the Fire Department District except that a fee may be charged for the cost of materials, and equipment depreciation, expended in the course of a response, in the course of its obligations under this Contract, to a release or potential release of hazardous substances or large scale events outside of day-to-day operations. The Pender County ordinance entitled Pender County Hazardous Materials Emergency Cost Recovery Ordinance adopted on May 5, 2003, shall govern these fees.

G. Pre-Incident Surveys – The Department should endeavor to develop, and annually update, pre-fire incident surveys for all commercial buildings within the Fire Department District. The County shall direct the Fire Marshal to assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire Department District and within the area for which the Fire Marshal is responsible for enforcement of the applicable fire codes.

H. Fire Investigation – The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, if the cause is suspected to be incendiary in nature, or if there is any injury and/or death from the fire requiring treatment by and transport to a medical facility, the officer shall request the assistance of a representative of the Fire Marshal to provide reasonable assistance thereto.

I. Water Supplies – The Department shall maintain standard operating guidelines, which shall be available for the Fire Marshal upon request, related to static water point and fire hydrant testing and maintenance. All fire hydrant testing shall be done with approval and coordination with the Pender County Utilities or proper water utility prior to any water flowing. The Fire department should ensure, and maintain appropriate records thereof, that each static water point and wet and dry fire hydrant in the Fire Department District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.

### **III. Termination of Agreement; Breach of Agreement**

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the contract was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the contract on giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to date of termination.

### **IV. Department Financial Reporting Requirements**

A. Annual Audit – Within sixty (60) days of the end of the Department's fiscal year, which extends from July 1 through June 30, the Department shall provide the County with all the information necessary to complete a full financial accounting or provide the County with an audit from a recognized CPA firm. If the Department contracts with a separate CPA firm, the audit report is due within one hundred twenty (120) days of the end of the fiscal year.

B. Financial Records - The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the contract.

C. County Access to Financial Records – The Department shall allow the County Manager, or his designee, access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds.

D. Approval of Purchases Requiring Loans/Lease - Debt service shall not exceed 25% of annual tax revenue received from the County without the consent of the Pender County Board of County Commissioners. In order for the County to be aware of all potential financial liability, any asset purchased through a loan or lease process with a financial company must be submitted to the County Finance Officer for certification that the total debt service of the department including the proposed loan does not exceed 25% of the annual tax revenue received from the County. Loans/Leases must be approved by the County Commission in cases where the total debt service will exceed 25% of the annual tax revenue.

E. Purchasing and Financing Bids - The Department shall seek competitive bids for the purchase of materials or equipment for which the cost is estimated to exceed \$30,000 or greater. The Department shall also seek competitive bids on the financing of any equipment, apparatus, or real property to be purchased through financing arrangements.

F. Annual Budget Request - The Department shall furnish to the County on or before April 1 of each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures (defined as those \$5,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget.

G. Annual Training Cooperation - The Department agrees to support and work jointly and cooperatively with the Pender County Emergency Management Office in development of and participation in one or more annual training sessions and in ongoing evaluations of emergency scene performance. The cost of any training shall be funded through the Pender County Emergency Management Office.)

H. Fire Station Construction/Renovation - The Department shall consult with the County Fire Marshal in considering new fire station locations and major renovations where the use of service district tax funds is proposed.

I. Fixed Assets - The Department shall maintain an accurate fixed asset inventory, which shall be available for review by the County, for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more.

## **V. Conflict of Interest Policy**

The Department shall adopt and implement a Conflict of Interest Policy no later than December 31, 2011. The Department's policy shall conform to the model policy developed and approved by the Fire Commission.

## **VI. Independent Contractor**

The Department understands and agrees that, in entering into this Agreement and providing

services, it is acting as an independent contractor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Pender County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting in their behalf. The Department shall maintain insurance coverage covering their activities.

**VII. Indemnity Agreement**

The Department shall indemnify and save harmless Pender County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by Pender County as a result of the negligence of the Department, its agents and employees in the performance of this contract.

**VIII. Entire Agreement**

This Agreement, with exhibits, constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

Any prior contracts between the parties hereto are hereby declared null and void as to the parties to this Agreement, save and except any prior agreement which has as its third party beneficiary any financial institution for the purpose of a loan guarantee. The portion(s) of said agreement setting out the loan guarantee shall be incorporated in this contract by reference.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**PENDER COUNTY**  
(CORPORATE SEAL)

ATTEST:

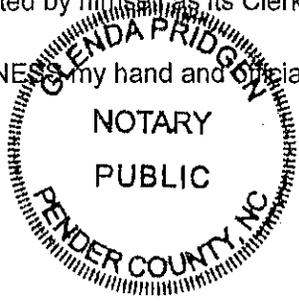
Rick Benton  
Rick Benton  
Clerk to the Board of Commissioners

BY: George A. Brown  
George Brown, Chairman  
Board of Commissioners

I, Glenda Pridge, a Notary Public of the State and County aforesaid, certify that personally appeared before me this day and acknowledged that he is Clerk to the Board of

Commissioners of Pender County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by himself as its Clerk.

WITNESSE my hand and official seal, this 3<sup>rd</sup> day of October, 2011.



Glenda Pridden  
Notary Public  
My Commission Expires: 5/23/2011

Surf City  
(CORPORATE SEAL)

**VOLUNTEER FIRE DEPARTMENT**

ATTEST:

Matthew M. Cuccini  
Secretary

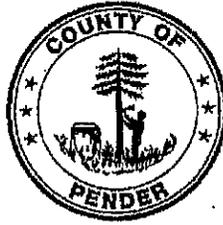
BY:

Will R. [Signature]  
President

I, Paula Ann Cross, a Notary Public of the State and County aforesaid, certify that Matthew M. Cuccini personally appeared before me this day and acknowledged that (s)he is Secretary of the Surf City Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by him/herself as its Secretary.

WITNESS my hand and official seal, this 24 day of October, 2011.

Paula Ann Cross  
Notary Public  
My Commission Expires: June 28, 2014



## REQUEST FOR BOARD ACTION

ITEM NO. 24

**DATE OF MEETING:** May 3, 2010

**REQUESTED BY:** Surf City Volunteer Fire Department and Charles R. "Tom" Collins,  
Emergency Management

**SHORT TITLE:** Resolution Authorizing the Surf City Volunteer Fire Department to Exceed the Twenty-Five Percent Debt Limit to Purchase a New Fire Truck.

**BACKGROUND:** The Surf City Volunteer Fire Department is responsible for providing fire protection services in northeast Pender County. The current, second out fire engine for the department is a 1964 American LaFrance carrying 500 gallons of water with a 1000 gallon per minute pump. The department also utilizes a 2007 Pierce tanker carrying 2100 gallons of water with a 1250 gallon per minute pump and a 1999 Freightliner carrying 1000 gallons of water with a 1250 gallon per minute pump. These three pieces of apparatus also respond to automatic and mutual aid calls regularly in the Topsail, Sloop Point, Town of Surf City, and Holly Ridge Fire Districts. All current equipment will remain in use. This purchase will replace the 1964 American LaFrance pumper and aid response availability to protect the district. This purchase also will replace a 1984 Ford Service Truck.

**SPECIFIC ACTION REQUESTED:** The Board of Commissioners is requested to consider a resolution to allow the Surf City Volunteer Fire Department Fire Department to exceed the twenty-five percent (25%) debt load level within their budget to purchase a new 2010 Pierce Custom Pumper Fire truck at a purchase price of \$380,000.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

RB  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Surf City Volunteer Fire Department is allowed to exceed the 25% debt load level to purchase a new 2010 Pierce Custom Pumper Fire truck at a purchase price of \$380,000.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: Tate \_\_\_ Blanchard \_\_\_ Brown \_\_\_ Rivenbark \_\_\_ Williams \_\_\_

\_\_\_\_\_  
Jimmy T. Tate, Chairman 05/03/2010  
Date

\_\_\_\_\_  
ATTEST 05/03/2010  
Date



## REQUEST FOR BOARD ACTION

ITEM NO. \_\_\_\_\_

**DATE OF MEETING:** February 6, 2012

**REQUESTED BY:** Chief Demetrius Batts, Surf City Volunteer Fire Department

**SHORT TITLE:** Resolution Authorizing Heating System Equipment Financing for the Surf City Volunteer Fire Department

**BACKGROUND:** The Surf City Volunteer Fire Department is in the process of obtaining a loan to achieve the replacement of the heating systems in the bay area of the fire department. The amount of the proposed financing is \$5,500.00.

The recommended financial institution is requiring approval of the County Board of Commissioners. The fire department's contract with Pender County requires Board of Commissioner consent if the total amount of debt service (including the proposed financing), exceeds 25% of the amount of annual property tax revenue. In this case, the existing and current debt service equals 25% of the annual property tax revenue collected by the Surf City VFD as certified by the County's Finance Office, thus County approval is required.

The contract also requires competitive bidding for financing of any equipment. The following financing bids were received:

<u>Firm</u>	<u>Total Amount Financed</u>	<u>Interest Rate</u>	<u>Term</u>
1. United Financial payments@ \$1279.15.	\$5,500	5.25%	5 annual
2. Bank of America payments like a credit card.	\$5,500	12.74%	Monthly

After evaluating financing bids, the Department recommends and desires to pursue a financing agreement with United Financial.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing financing for heating system equipment for the Surf City Volunteer Fire Department.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

\_\_\_\_\_  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby authorizes the Surf City Volunteer Fire Department financing proposal for the bay heating system replacement in the principle amount of \$5,500.00. The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman

2/6/12  
Date

\_\_\_\_\_  
ATTEST

2/6/12  
Date



## REQUEST FOR BOARD ACTION

ITEM NO. \_\_\_\_\_

**DATE OF MEETING:** February 6, 2012

**REQUESTED BY:** Chief Demetrius Batts Surf City Volunteer Fire Department

**SHORT TITLE:** Resolution Approving a Loan for the Surf City Volunteer Fire Department.

**BACKGROUND:** The Surf City Volunteer Fire Department is in the process of obtaining a loan to achieve the replacement of the heating systems in the bay area of the fire department in the amount of \$5,500.00. The finance institution is requiring approval of the County Board of Commissioners.

The loan is set to be paid off at the completion of this year.

**SPECIFIC ACTION REQUESTED:** To consider a resolution approving a loan for heating equipment in the bays of the Surf City Volunteer Fire Department.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

\_\_\_\_\_  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby approves the Surf City Volunteer Fire Department financing plan for the heating system replacement in the principle amount of \$5,500.00. The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman

1/17/12  
Date

\_\_\_\_\_  
ATTEST

1/17/12  
Date



**Board of Commissioners**  
George R. Brown, Jr., Chairman  
Jimmy T. Tate, Vice-Chairman  
F.D. Rivenbark  
Chester L. Ward  
J. David Williams, Jr.

Amber Parker, Interim County Manager  
Trey Thurman, County Attorney

February 21, 2012

United Financial of North Carolina, Inc.  
58 Wilkie Way  
Fletcher, NC 28732

***Re: Lease Purchase Agreement between United Financial of North Carolina,  
Inc. and Surf City Volunteer Fire Department, Inc.***

Dear Sirs:

I am Chairman of the County Commissioners of Pender County. This letter is to advise you that Surf City Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District with this County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Municipal Lease and Option Agreement with your firm. Please be advised that the County has no objection to this transaction.

Respectfully,

George R. Brown, Chairman  
Pender County Board of Commissioners

GRB/gp

Cc: Tom Collins

East Coast Custom Builders

Brian Curran - 910-367-2816

110 Cerwas backpt  
Hampstead, N.C. 28443

# CONTRACTORS INVOICE

WORK PERFORMED AT:

100 Deer Run Rd  
Hampstead N.C. 28443

TO:  
SCVFD

DATE:	YOUR WORK ORDER NO:	OUR BID NO:
-------	---------------------	-------------

DESCRIPTION OF WORK PERFORMED		
4 - Hanging kits	40 <sup>00</sup>	200 <sup>00</sup>
4 - 40,000 Btu Infra-Red Heaters	40 <sup>00</sup>	2500 <sup>00</sup>
gas Lines + Regulator + Materials		1,000 <sup>00</sup>
Electrical + Materials		1,000 <sup>00</sup>
Labor to Install Heaters		190 <sup>00</sup>
EST. =		6,600 <sup>00</sup>
W/o Electric		\$ 5,500 <sup>00</sup>

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

NC3822

# CONTRACTORS INVOICE

For you get it done.  
 100 golf terrace rd  
 Hampstead NC 28443  
 Phone # 910-599-6934

# CONTRACTORS INVOICE

WORK PERFORMED AT:

Hwy 210 - Station

TO: Surf City vol. Fire department

DATE	YOUR WORK ORDER NO.	OUR BID NO.
------	---------------------	-------------

DESCRIPTION OF WORK PERFORMED		
4 - HANGING KITS	4 @ 75 <sup>00</sup>	300 <sup>00</sup>
Gas Lines plus Materials, Regal		1400 <sup>00</sup>
4 - 40,000 Btu <sup>overhead</sup> INFRARED Heaters	4 @ 721.50	2886.08
		4586.08
Labor		1500 <sup>00</sup>
Electrical =		6086.08
		850.00
		6,936.08

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

NC3822

# CONTRACTORS INVOICE