

Cleveland County Board of Commissioners
July 17, 2018

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

PRESENT: Eddie Holbrook, Chairman
Susan Allen, Vice-Chair
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Doug Bridges, Commissioner
Brian Epley, County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Allison Mauney, Human Resources Director
Chris Green, Tax Administrator
Perry Davis, Emergency Management Director/Fire Marshall
Marty Gold, Information Technology Director
Lorie Poston, E-911 Communications Director
Betsy Harnage, Register of Deeds

CALL TO ORDER

Chairman Holbrook called the meeting to order and Commissioner Bridges provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the agenda.*

CITIZEN RECOGNITION

Julie Waseman, Mountainside Drive, Kings Mountain – spoke about the County’s road paving assessment policy. Mrs. Waseman stated the new proposed policy will require 100% of the property owners abutting the road to sign the petition for the County to finance the cost of the road improvement. The current policy only requires 75% of the abutting property owners to sign the petition. N.C.G.S 153-205 states 75% of the abutting property owners must sign the petition for the road improvement and the North Carolina Administrative Code SR-19 requires at least 75% of the property owners to dedicate a right of way for road construction. Ms. Waseman concluded by stating the County’s current road paving policy, N.C.G.S 153-205 and North Carolina Administrative Code SR-19 have set a condition requiring only 75% of property owners to agree for road improvements and respectfully asked the Board proceed with the set precedence of requiring only 75% of the property owners to sign for the road paving assessment policy.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the *June 5 and June 19, 2018 regular meetings*, in Board Members packets.

ACTION: Commissioner Allen made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to approve the Abatements and Supplements and Pending Refunds/Releases as submitted by the Tax Assessor.*

REGULAR AGENDA

ROAD PAVING ASSESSMENT POLICY

Chairman Holbrook recognized Senior Planner Chris Martin to present the Road Paving Assessment Policy. Mr. Martin stated staff has recently received several requests from County citizens for help to improve their private road. Private roads which were approved and recorded with the Register of Deeds after September 30, 1975 are not eligible for improvement by the North Carolina Department of Transportation (NCDOT). North Carolina General Statute §153A-205 allows counties to finance the cost of improvements by assessment of property owners. Private roads must be brought up to NCDOT standards for maintenance to become the responsibility of the NCDOT. Cleveland County has a policy in place regarding road assessments with a number of roads that have taken advantage of the County's ability to finance however; it has been approximately ten years since the last project was approved and completed. Staff has revised the policy to bring it up to date due to recent citizen interest. Several recommendations are:

- A more descriptive policy and petition so the citizens have all the information concerning the requirements and project cost when they sign the petition.
- Require 100% of the land owners abutting the project to sign the petition.
- The cost of any project cannot exceed the assessed value of the properties abutting the project.
- The County will only manage one improvement project at a time. Should the county receive more than one petition, the Planning Board shall prioritize which project is to be completed first.

Chairman Holbrook opened the floor to the Board for any questions and discussion. Commissioner Whetstine stated he was troubled with the new policy requiring 100% of the abutting property owners to sign the petition and the completion of only one project at a time. This implementation would stretch the completion of the numerous roads out for many years. He added there are a number of roads that are in desperate need of repair now and feels the policy should be reviewed in more detail before the Board makes a decision. Commissioner Hutchins advised there are currently over twenty unpaved private roads, with most affecting subdivisions, in Cleveland County. This issue has been brought up several times during the Metropolitan Planning Organization (MPO) meetings to try and obtain assistance from the NCDOT to subsidize part of the costs, but with no avail. He continued by stating due to the number of roads that are needing repairs, the County cannot afford to finance all of them. Commissioner Hutchins advised the North Carolina Association of County Commissioners (NCACC) meets next month and during that conference the Association is asking for goals from the counties. He would like to submit a goal to the NCACC to ask for help from the NCDOT for funding the road paving projects.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Allen and unanimously approved by the Board to, *postpone a decision on the revised road paving assessment policy to a later date; the current policy and procedure is to remain in effect.*

Direction was given to Mr. Martin to compose a resolution and bring back before the Board at the August 7, 2018 regular meeting, asking the NCDOT to start budgeting to pave the private roads.

FIRE PROTECTION CONTRACTS

Chairman Holbrook recognized Perry Davis, Emergency Management Director/Fire Marshall to update the Board on the fire protection contracts. Strategic plan recommendation #6 states contracts should be updated to include auditing requirements for all volunteer fire department's receiving county tax dollars. To complete the recommendation, all twelve volunteer fire departments have completed the signing of updated contracts to include the annual audit/testing requirements. Each of the twelve contracting departments currently operate under a contract that has no verbiage requiring them to submit financial data annually to ensure fiscal accountability. The updated contract now includes this language to requiring submittal of financial information for review each calendar year. The approval of the contracts would be in compliance with N.C.G.S. 55A-16-24, which gives local governments the authority to request financial records.

Chairman Holbrook opened the floor to the Board for any questions and discussion. The Board thanked Mr. Davis, the volunteer firefighters and chiefs for their hard work, dedication and service to the citizens of Cleveland County.

**FIRE SERVICE STRATEGIC
PLAN RECOMMENDATION
#6**

Perry Davis, Cleveland County Emergency Management Director/Fire
Marshal

**RECOMMENDATION #6
FUNDING**

"Fire Departments operating under the county service district as well as the fire departments operating under independent districts should have the same contract for service and the same auditing requirements should be applied equally to all. All funds collected by the County for fire protection should be treated equitably with regards to accountability.

CONTRACT VERBIAGE

SECTION III PAYMENT
In consideration for provision of the Fire Protection Services and the Rescue Services, the County shall pay to the Fire Department a sum to be determined annually and adopted by the County and in its annual Budget Ordinance. Pursuant to N.C. Gen. Stat. 55A-16-24 (a), each contracting department shall provide financial statement for the previous 12 months (January-December) for the purpose of financial transaction testing conducted by the Cleveland County Finance Department.

**EVALUATION
SIX MONTH UPDATE**

Rural fire commission conducted inspections of the departments March 17 and found all stations in excellent condition.

Departments continue to report shortened response times to day time calls with an average response of 2 minutes to respond and average 6 minute to arrive on scene.

Additional data will be available at the completion of the one year cycle in December.

THANK YOU BOARD AND COUNTY MANAGEMENT!

- On behalf of the fire service, thank you for your continued support of the strategic plan and the forward thinking to allow progression of our fire service, as other counties in the state have serious issues regarding recruitment and retention, Cleveland County currently is not faced with those same issues and continues to be able to maintain service delivery to our citizens.

QUESTIONS ???



ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the fire protection contracts with all twelve volunteer fire departments.*

BOARD APPOINTMENTS

REGION C WORKFORCE DEVELOPMENT BOARD

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to appoint Nick Wielbelhaus to serve as a member of this board*, for a period of three-years, scheduled to conclude June 30, 2021.

SHOOTING RANGE ADVISORY BOARD

ACTION: Commissioner Allen made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *appoint Chip Camp to serve as a member of this board*, to fill the unexpired term of Alan Norman, scheduled to conclude June 30, 2019.

COMMISSIONER REPORTS

Commissioner Bridges – stated the Archery Team from Pinnacle Classical Academy placed second in the National Archery Team competition that was held in Illinois. He also updated the Board on the progress of the airport renovations and expansion project.

Commissioner Whetstine – spoke about the upcoming banquet honoring women in the community that will be hosted by the Commission for Women. Carson Brown, a junior at Burns High School, has qualified to attend the 70th Anniversary National High School Rodeo that will be held in Rock Springs, Wyoming later this year.

Commissioner Hutchins – talked about the improvements at the Senior Centers and Life Enrichment Centers in Cleveland County. He also attended several board meetings to include the Council of Aging and MPO.

Commissioner Allen – meet with the Director of Marketing for the Tryon Equestrian Center. They are gearing up for the upcoming equestrian games that will be held in September and are in need of several thousand volunteers.

Chairman Holbrook – spoke about the planning and prepping for the approaching American Legion World Series games and events.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday, August 7, 2018 at 6:00 p.m. in the Commissioners Chamber*.

*Eddie Holbrook, Chairman
Cleveland County Board of Commissioners*

*Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners*

FIRE PROTECTION CONTRACTS

****Clerk’s Note: All approved contracts have the same language. The original contracts are filed with the Clerk in the County Manager’s Office.**

BETHLEHEM VOLUNTEER FIRE DEPARTMENT

FIRE AND RESCUE SERVICES PROTECTION CONTRACT

THIS FIRE AND RESCUE SERVICES PROTECTION CONTRACT (the "Contract"), made and entered into this 17th day of July, 2018 by and between the COUNTY OF CLEVELAND, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as the "County"; and BETHLEHEM VOLUNTEER FIRE DEPARTMENT, INC., a non-profit corporation created under the laws of the State of North Carolina with its principal offices located in Cleveland County, North Carolina, hereinafter referred to as the "Fire Department";

WITNESSETH

WHEREAS, on the 17th day of April 1978, the County, pursuant to North Carolina General Statutes Article 16 of Chapter 153A, established THE CLEVELAND COUNTY FIRE PROTECTION SERVICE DISTRICT, hereinafter referred to as the "Service District"; and,

WHEREAS, said Service District includes all of the unincorporated areas of Cleveland County, North Carolina, as of the 17th day of April, 1978, with the exception of the areas lying and being in the Rippy Fire District, the Fallston Fire District, and the Lattimore Fire District, plus the incorporated cities of Casar, Polkville, Waco and Kingstown; and,

WHEREAS, by the annual Budget Ordinance adopted by the County a special fire tax is levied on the property located in said Service District; and,

WHEREAS, North Carolina General Statutes Section 153A-305(a) provides that the County may let contracts for the service for which the residents of the Service District are being taxed; and,

WHEREAS, the County desires the Fire Department to provide fire protection services within the Service District that meet the requirements and standards established by the State Fire Marshall (the "Fire Protection Services"); and,

WHEREAS, the County desires the Fire Department to provide rescue services, as the term "rescue services" is defined in North Carolina General Statutes Section 58-87-5(c) (the "Rescue Services"), within the Service District.

WHEREAS, the County and the Fire Department have agreed to enter into this Contract for the provision of Fire Protection Services and Rescue Services in said Service District;

NOW, THEREFORE, it is hereby agreed between the parties as follows;

I. THE SERVICES

The Fire Department agrees to furnish and provide the Fire Protection Services and the Rescue Services, within its capabilities, to all property and locations within the Service District by dispatching, upon call by the Cleveland County Communications Center, available fire equipment and adequate personnel to operate the same.

The Fire Department shall be primarily responsible for any and all rescue services within the Service District. When available, the County, or the County's rescue services designee(s) or franchisee(s), if any and when available, shall support the Fire Department by providing supplemental rescue services within the Service District to assist in expediting any such rescue. Whenever the Fire Department provides the Rescue Services, the County shall, to the extent allowed by law, extend to the Fire Department the County's rights, privileges, and immunities

until the rescue services are completed. The County shall cooperate with the Fire Department, its insurers, or investigators whenever the Fire Department seeks relief through its insurance coverage or right to immunity set forth in North Carolina General Statutes Article 82 of Chapter 58. The Rescue Services expressly do not include any emergency medical services or other medical services.

The County shall have the authority to provide any emergency medical services or other medical services during and/or after any rescue. The County represents and covenants that it, and the County's designee(s) or franchisee(s) are in full compliance, and shall remain in full compliance, with all of the provisions of Chapter 131E, Article 7 of the North Carolina General Statutes and all of the regulations of the North Carolina Department of Human Resources and the North Carolina Medical Care Commission as it relates to the provision of emergency medical services as well as all statutes and regulations applicable to rescue services.

II. FIRE DEPARTMENT OPERATION

The Fire Department represents and covenants that it is properly operating as a North Carolina nonprofit corporation organized to furnish fire protection services and rescue services as authorized by its charter and applicable law. The Fire Department is responsible for and shall supervise its daily operations and have full control over its equipment, personnel, organization and self-government.

When providing the Fire Protection Services or the Rescue Services, the Fire Department shall utilize an Incident Command System (ICS) that complies with the National Incident Management System (NIMS) rules and guidelines established by U.S. Department of Homeland Security (see, for example, the Homeland Security Presidential Directive 5). In accordance with applicable NIMS rules and guidelines, the Fire Department shall assert command and control through its ICS with respect to the provision of the Fire Protection Services and/or the Rescue Services. The County represents and covenants that its emergency response units shall operate in accordance with the NIMS rules and guidelines. In addition, the County shall require all other fire departments and rescue squads with which it contracts to also operate in accordance with NIMS rules and guidelines and to recognize the Fire Department's authority to implement and manage a compliant ICS under NIMS.

III. PAYMENT

In consideration for provision of the Fire Protection Services and the Rescue Services, the County shall pay to the Fire Department a sum to be determined annually and adopted by the County in its annual Budget Ordinance. Pursuant to N.C. Gen. Stat. § 55A-16-24(a), each Contracting department shall provide financial statement for the previous 12 months (January-December) for the purpose of financial transaction testing conducted by the Cleveland County Finance Department.

IV. TERM

This Contract shall become effective as of August 1, 2018, and shall automatically renew on July 1, 2019. This Contract shall then automatically renew each year thereafter on July 1 unless modified by mutual agreement or terminated by either party as provided herein.

V. TERMINATION

This Contract may be terminated by either party at the end of any fiscal year of the County (that is, June 30 of each year), by the giving of written notice to the other party at least ninety (90) days prior to the end of any such fiscal year. The Fire Department may terminate this Contract upon ninety (90) days written notice if, at any time, it reasonably determines that the amount appropriated in Section III herein is inadequate for the provision of the Fire Protection Services or the Rescue Services.

VI. Notices

Notices required under the provisions of this Contract shall be made by Certified mail, return receipt requested or by delivery by a nationally recognized delivery service, to the following parties:

If to County: Cleveland County Manager
PO Box 1210
Shelby, NC 28151

If to Fire Department: Chief of Fire Department
1128 Bethlehem Rd
Kings Mountain, NC 28086

VII. General

The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representatives, or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof. This Contract may not be assigned to any other party by the Fire Department without prior written permission from the County. The Fire Districts which have been established within the County and rated for insurance purposes prior to the execution of this Contract shall not be altered by the provisions of this Contract. This Contract may not be amended except in writing signed by the parties hereto. If any part of this Contract is determined unconstitutional or unenforceable by a court of law, all other parts shall remain in effect. The section headings in this Contract are for convenience only; they do not form part of this Agreement and shall not affect its interpretation.

[Execution Page Follows]

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IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY

By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman

Attest: Phyllis Nauden

*Approved at the July 17, 2018
Commissioners Meeting

BETHELEHEM VOLUNTEER FIRE DEPARTMENT, INC.

By: John McDaniel
Name: John McDaniel
Its: Chief

Attest: John McDaniel

BOILING SPRINGS FIRE AND RESCUE, INC.

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY

By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman

Attest: Phyllis Nauden

*Approved at the July 17, 2018
Commissioners Meeting

BOILING SPRINGS FIRE AND RESCUE, INC.

By: Brandon Workman
Name: Brandon Workman
Its: Chief

Attest: Brandon Workman

CASAR VOLUNTEER FIRE DEPARTMENT, INC.

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY

By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman

Attest: Phyllis Nauden

*Approved at the July 17, 2018
Commissioners Meeting

CASAR VOLUNTEER FIRE DEPARTMENT, INC.

By: Danny Masteller
Name: Danny Masteller
Its: Chief

Attest: Danny Masteller

CL EVELAND VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY

By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman

Attest: Phyllis Nauden

*Approved at the July 17, 2018
Commissioners Meeting

CLEVELAND VOLUNTEER FIRE DEPARTMENT, INC.

By: F. Dehan Davis Jr.
Name: F. Dehan Davis Jr.
Its: Chief

Attest: F. Dehan Davis Jr.

F ALLSTON COMMUNITY FIRE DEPARTMENT

The remainder of this page has been intentionally left blank IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

Fallston Community Fire Dept. Inc.
CLEVELAND COUNTY

By: Daniel Tysinger
Name: Daniel Tysinger
Its: Fire Chief

Attest: Jamarcus Lee

Cleveland County
FALLSTON COMMUNITY FIRE DEPARTMENT, INC.

By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman

Attest: Phyllis Nauden

*Approved at the July 17, 2018
Commissioners Meeting

GROVER VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY
By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman
* Approved at the July 17, 2018
Commissioners Meeting
Attest: Phyllis Nauden

GROVER VOLUNTEER FIRE DEPARTMENT,
INC.
By: Tom Wilson
Name: Tom Wilson
Its: Chief
Attest: Tom Wilson

ND: 4847-0350-7235, v. 6

NO. 3 VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY
By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman
* Approved at the July 17, 2018
Commissioners Meeting
Attest: Phyllis Nauden

NUMBER THREE VOLUNTEER FIRE DEPARTMENT,
INC.
By: Greg Harker
Name: Greg Harker
Its: Chief
Attest: _____

ND: 4847-0350-7235, v. 6

LATTIMORE VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY
By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman
* Approved at the July 17, 2018
Commissioners Meeting
Attest: Phyllis Nauden

LATTIMORE VOLUNTEER FIRE DEPARTMENT, INC.
By: Richard Morgan
Name: Richard Morgan
Its: Chief
Attest: Richard Morgan

ND: 4847-0350-7235, v. 6

OAK GROVE VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY
By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman
* Approved at the July 17, 2018
Commissioners Meeting
Attest: Phyllis Nauden

OAK GROVE VOLUNTEER FIRE DEPARTMENT,
INC.
By: Barry Davis
Name: Barry Davis
Its: Chief
Attest: Miranda D. Benfill

ND: 4847-0350-7235, v. 6

POLKVILLE VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY
By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman
* Approved at the July 17, 2018
Commissioners Meeting
Attest: Phyllis Nauden

POLKVILLE VOLUNTEER FIRE DEPARTMENT, INC.
By: Edwin Royster
Name: Edwin Royster
Its: Chairman of Board of Directors
Attest: Edwin Royster

ND: 4847-0350-7235, v. 6

SHANGHAI VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

Shanghai Volunteer F.D., Inc
CLEVELAND COUNTY
By: Michael Cera
Name: Michael Cera
Its: Chief
Attest: Michael Cera

Cleveland County
SHANGHAI VOLUNTEER FIRE DEPARTMENT, INC.
By: Eddie Holbrook
Name: Eddie Holbrook
Its: Chairman
* Approved at the July 17, 2018
Commissioners Meeting
Attest: Phyllis Nauden

ND: 4847-0350-7235, v. 6

WACO COMMUNITY VOLUNTEER FIRE DEPARTMENT

IN WITNESS WHEREOF, the County, acting pursuant to a Resolution of its Board of Commissioners, has caused this Contract to be executed by its Chairman and Clerk, and the Fire Department, acting pursuant to a Resolution of its Board of Directors, has caused this Contract to be executed by its Chief and Secretary, the day and year first above written.

CLEVELAND COUNTY

By: Eddie Hillbrook
Name: Eddie Hillbrook
Its: Chairman

Attest:
Phyllis Naulen

* Approved at the July 17, 2018
Commissioners Meeting

WACO COMMUNITY VOLUNTEER FIRE
DEPARTMENT, INC.

By: [Signature]
Name: Brant Gindow
Its: Chief

Attest:
[Signature]