

**November 5, 2007**

A regular meeting of the Bladen County Board of Commissioners was held on November 5, 2007 at 6:30 p.m. with the following members present:

Billy Ray Pait  
Lewis Tatum  
Greg Taylor  
Delilah B. Blanks  
W.D. Neill, Jr.  
James G. Smith  
Charles Ray Peterson

*\*Officials Arriving Late to the Meeting:*

Margaret Lewis-Moore- Representing Bladen County at another meeting  
Larry Smith  
Attorney Allen Johnson, Johnson Law Firm

Vice Chairman Pait called the meeting to order. Commissioner James G. Smith provided the invocation, and County Manager Greg Martin led the Pledge of Allegiance.

**ITEM 1: CONSENT ITEMS:**

Vice Chairman Pait requested that Item 7 be tabled and that the following item be added to the proposed agenda:

Item 8D. Jury Commission Board

**A motion was made by James G. Smith, seconded by Delilah Blanks and approved to add item 8 D to the agenda, table item 7 and adopt the following Consent Items:**

- A. Approve Minutes (October 15, 2007 Regular and Closed)**
- B. Approve Agenda**
- C. Approve the following Budget Amendments**

	<b>Increase</b>	<b>Decrease</b>
<b><u>Social Services</u></b>		
Exp: 146160.455	\$250.00	
<i>Caring for Kids Foster Care</i>		
Rev: 143530.344	\$250.00	
<i>Caring for Kids United Way</i>		
<b><u>Library</u></b>		
Exp: 106700.270	\$300.00	
<i>Library Books</i>		
Rev: 103190.010	\$300.00	
<i>Library Patron</i>		
<b><u>Library</u></b>		
Exp: 106700.570	\$200.00	
<i>Miscellaneous</i>		
Rev: 103190.010	\$200.00	
<i>Hope Clark Campbell</i>		
<b><u>Library</u></b>		
Exp: 106700.570	\$1,000.00	
<i>Miscellaneous</i>		
Rev: 103190.010	\$1,000.00	
<i>NC Humanities Council</i>		

**Library**

Exp: 106700.260	\$178.00
<i>Advertising</i>	
Exp: 106700.111	\$512.00
<i>Postage</i>	
Rev: 103190.010	\$690.00
<i>Elizabethtown Rotary Club</i>	

**Economic Development**

Exp: 307200.930	\$500,000.00
<i>Bladen's Bloomin' 7 year loan</i>	
Rev: 303420.010	\$500,000.00
<i>Fm General Fund</i>	

**Administration**

Exp: 106900.191	\$500,000.00
<i>Economic Development 7 year loan</i>	
Rev: 103190.050	\$500,000.00
<i>FBA</i>	

**Operational Services**

Exp: 105000.740	\$11,479.41
<i>Capital Outlay-Equipment</i>	
Rev: 103190.050	\$11,479.41
<i>FBA</i>	

**Solid Waste**

Exp: 205805.740	\$11,000.00
<i>Capital Outlay</i>	
Rev: 203390.002	\$11,000.00
<i>Fund Balance Appropriation</i>	

- D. Approve County Attorney Invoices**
- E. Approve "Hire a Vet Week" Proclamation**
- F. Approve Resolution Regarding Bridges**
- G. Approve Writing off Delinquent Solid Waste Accounts**

**ITEM 2. MATTERS OF INTEREST TO COMMISSIONERS:**

- A. Present Medal in Memory of Tar heel Fireman Ronald Allen, Jr.**
  - Emergency Services Director Mitchell Byrd presented a medal to the parents and daughter of Tar Heel Fireman Ronald Allen, Jr. in his memory.
- B. Present "Hire a Vet Week" Proclamation to ESC Branch Manager Ann Garrett**
  - County Manager Greg Martin presented the "Hire a Vet Week" Proclamation to ESC Branch Manager Ann Garrett

**ITEM 3. Individuals/Delegations Wishing to Address Commissioners**

**ITEM 4. Economic Development:**

- A. Public Hearing Regarding Proposed Incentive Grant Agreement with Palmer Marine**
  - Commissioner Pait Declared the Public Hearing Open.
  - There were no comments received.
  - Mr. Pait Declared the Public Hearing Closed.

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**B. Approve Incentive Grant Agreement - On a motion made by Greg Taylor, seconded by W.D. Neill, Jr. the Incentive Grant Agreement with Palmer Marine was unanimously approved.**

NORTH CAROLINA

AGREEMENT

BLADEN COUNTY

THIS AGREEMENT (this "Agreement") is made and entered into as of the 5th day of November, 2007, among BLADEN COUNTY (the "County"), a political subdivision of the State of North Carolina; and **Palmer Marine of Washington, Inc.**, a Washington corporation;

WITNESSETH: that - -

WHEREAS, the General Statutes of North Carolina empower counties to provide economic incentives to induce new industries to locate within their boundaries or to induce existing industry to expand within their boundaries; and

WHEREAS, the Bladen County Board of Commissioners has adopted the Bladen County Industrial Development Incentive Grant Program, hereinafter referred to as the "Grant Program," in order to induce existing industry to expand in Bladen County, and targeted new industries to locate in Bladen County, as determined in accordance with the provisions of the Grant Program; and

WHEREAS, it has been determined by the Bladen County Economic Development Commission that Grantee meets the minimum criteria for participation in the Grant Program; and

WHEREAS, Grantee acknowledges that the incentive grant provided pursuant to this Agreement has served as inducement for Grantee to construct and/or install its capital investment in Bladen County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Grantee shall comply with the following conditions in order to qualify for initial and continuing grant payments pursuant to this Agreement. These conditions shall be referred to hereinafter as the "Grant Criteria."
  - (a) Within six (6) months of the date of this Agreement, Grantee shall commence its expansion project. The project shall include renovation of a new manufacturing facility in Bladen County of approximately 56,000 square feet, herein after referred to as the "Facility," and installation of all new capital equipment and machinery at the Facility, hereinafter referred to as the "Equipment." The Facility and Equipment shall comprise a new taxable investment in Bladen County valued within the range of \$2,000,000 to \$4,000,000, as determined by the appraisal of the Bladen County Tax Assessor. The equipment shall remain in Bladen County throughout the grant term. In order to facilitate appraisal by the Tax Assessor, Grantee shall itemize all business personal property (machinery, equipment, furniture, and fixtures) on Grantee's tax listing form as of January 31 of each year. Grantee's new taxable investment may exceed \$4,000,000, but this amount shall serve as the highest appraised value on which a grant amount will be calculated pursuant to this agreement.
  - (b) Grantee's operation of the Facility shall create not fewer than 50 new permanent jobs in Bladen County within two years of the date of this Agreement and maintain this number of new permanent jobs throughout the tax period.
  - (c) The average weekly wage for the new positions created shall exceed the average weekly wage in Bladen County for the duration of the grant. For purposes of this Agreement, the average weekly wage in Bladen County shall be the wage determined on an annual basis by the North Carolina Department of Commerce for use with the William S. Lee Quality Jobs and Expansion Act of 1998.
  - (d) Grantee shall operate the Facility in compliance with all laws, rules, regulations, ordinances, codes, standards, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.
  - (e) Grantee shall be current in the payment of all ad valorem taxes and fees imposed by Bladen County.

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(f) Grantee shall conduct operations at the Facility in such manner as is environmentally clean.

2. Provided that the Grantee has (I) satisfied all of the Grant Criteria, (II) agreed to the value of the Facility and Equipment as determined by Bladen County's Tax Assessor, and (III) paid all applicable local taxes, then in such event the County shall provide a grant to Grantee in an amount based on .555% of the Tax Assessor's new capital investment

(defined as appraised value of the new Facility and Equipment) for the given tax year. The County shall provide the grant payments for five consecutive tax years beginning with the tax year of the commencement of the construction of the Facility. The total grant award shall not exceed an amount equal to 75% of the taxes paid on the appraised value of the new facility and equipment in the given tax year.

The County will pay the grant payments to **Palmer Marine of Washington, Inc.** by February 28<sup>th</sup> of the year following each year of grant eligibility.

The parties agree that any qualified expansion of the Expanded Facility after the commencement of the five (5) year Grant period shall (provided the program is still in effect) be eligible for separate Grants under the program for a separate five (5) year grant period beginning with commencement of construction of a new Facility or installation of new Equipment.

Grant payments shall continue throughout the grant term only so long as Grantee continues to satisfy the Grant Criteria. Grantee agrees to cooperate with the County by providing such information and such access to Grantee's records as may be necessary to verify and substantiate initial and ongoing compliance with the Grant Criteria. The County may terminate this Agreement if unable to independently verify compliance with the Grant Criteria upon exercise of reasonable effort.

3. If Grantee fails to satisfy any or all of the Grant Criteria or at any time fails to pay all applicable local taxes when due, then the County may terminate this Agreement and have no further obligation to the Grantee for the payment of any grant award or the provision of any other incentive. Prior to termination on the basis of Grantee's failure to pay applicable taxes when due, the County shall provide written notice to Grantee stating that taxes are delinquent. If the taxes have not been paid within thirty days of Grantee's receipt of notice, then the County shall have the right to terminate this Agreement and demand reimbursement. If the County terminates this Agreement for cause pursuant to this paragraph, then Grantee shall reimburse to the County that amount of the grant award already paid.

All notices, certificates or other communications required by or made pursuant to this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telefacsimile (confirmed by the party providing the notice) as follows:

The County:       The County of Bladen  
P. O. Box 1048  
101 East Broad Street  
Elizabethtown, NC 28337  
Attn: County Manager  
Telefacsimile No.: (910) 862-6767

Grantee: Palmer Marine of Washington, Inc.  
5611 Imperial Way SW  
Port Orchard, WA 98367  
Attn: Bo Palmer  
Telefacsimile No.:

The County of the Grantee may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

4. This agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. If this Agreement, or any provision hereof, is determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, this agreement shall terminate and neither party shall have any further obligation to the other. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts

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of Justice of the State of North Carolina sitting in Bladen County, North Carolina. Grantee shall not assign, sublet or transfer any rights under or interest in this Agreement including, but without limitation, monies that may become due or monies that are due) without the written consent of the County. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

**ITEM 5. EMERGENCY SERVICES: (Mitchell Byrd, Director)**

- A. Consider Awarding Ambulance Bid - A motion was made by Charles Ray Peterson, seconded by James G. Smith and approved to award the ambulance bid to Southeastern Specialty Vehicles.**

*Larry Smith arrived. (6:45p.m.)*

- B. Consider Date for Fire/Rescue Appreciation Dinner - A motion was made by Charles Ray Peterson, seconded by James G. Smith and approved to provide a Fire/Rescue Appreciation Dinner during EMS Week in May, 2008.**

**ITEM 6. HEALTH DEPARTMENT: (Wayne Stewart, Director)**

- **MRSA (Staph Bacteria) Update**
- **Health Director Wayne Stewart explained the history of MRSA. He stated that there was no need for panic because MRSA has been around for years. Furthermore, Mr. Stewart explained that if individuals wash their hands and practice good hygiene, the risk is minimal.**

*Margaret Lewis- Moore Arrived. (7:10 p.m.)*

**ITEM 7. GENERAL SERVICES: (Robert Mazur)**

- **Consider Proposal Regarding Hours of Operation at Solid Waste Convenience Centers- TABLED until November 19, 2007.**

*Attorney Alan Johnson Arrived. (7:20 p.m.)*

**ITEM 8. ADVISORY BOARDS**

- A. Board of Adjustments (ETJ) (1) - TABLED until November 19, 2007**
- B. Clarkton Fire District Committee (1) - A motion was made by W.D. Neill, Jr, seconded by Lewis Tatum and approved to reappoint Leon Spaulding to serve on the Clarkton Fire District Committee with an expiration date of November 30, 2010.**
- C. Southeastern Regional Mental Health (1) - A motion was made by Billy Ray Pait, seconded by Greg Taylor and approved to reappoint Tead Johnson to serve on the Southeastern Regional Mental Health Board with an expiration date of November 30, 2010.**
- **Greg Martin pointed out that Mr. Pait's term would soon expire. A motion was made by Lewis Tatum, seconded by W.D. Neill, Jr. and approved to reappoint Billy Ray Pait to serve on the Southeastern Regional Mental Health Board with an expiration date of December 30, 2009.**
- D. Jury Commission Board - A motion was made by James G. Smith, seconded by W.D. Neill, Jr. and approved to reappoint Jerry Graham to serve on the Jury Commission Board.**

**ITEM 9. COUNTY MANAGER (Greg Martin)**

- A. Calendar Update-** Mr. Martin reviewed the calendar for upcoming events.
- B. Medicaid Plan Update**
- **Mr. Martin presented a PowerPoint Presentation regarding Medicaid Relief Projections.**

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**C. Consider Bladen County Schools Request - A motion was made by Greg Taylor to appropriate \$65,000 for FY 2008 for the Virtual High School Program.**

*Motion died due to lack of a second.*

**D. Consider Closed Session in Accordance with N.C.G.S. 143-318.11 (a)(6) Personnel- A motion was made by Billy Ray Pait, seconded by Greg Taylor and approved to enter Closed Session.**

**A motion was made by Charles Ray Peterson, seconded by W.D. Neill, Jr. and approved to enter Regular Session.**

- A hospital update was provided regarding the affiliation process between Bladen County Hospital and Cape Fear Valley Health System.

**A motion was made by Lewis Tatum, seconded by W.D. Neill, Jr. and approved to adjourn at 9:20 p.m.**

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**Margaret Lewis- Moore, Chairperson**

**ATTEST:**

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**Ashley C. Sasser, Clerk**