

December 1, 2008

A regular meeting of the Bladen County Board of Commissioners was held on December 1, 2008 at 6:30 pm in the Commissioners Meeting Room of the Bladen County Courthouse with the following members present:

Margaret Lewis Moore, Chairperson
Billy Ray Pait, Vice Chairperson
Lewis Tatum
Delilah Blanks
W.D. Neill, Jr.
Charles Ray Peterson
Greg Taylor
Larry Smith

Absent: James G. Smith

Attorney: Allen Johnson

Chairperson Moore called the meeting to order. Commissioner Peterson provided the Invocation and County Manger Greg Martin led the Pledge of Allegiance.

ITEM 1. OLD BUSINESS OF OUTGOING BOARD:

Upon a motion by Greg Taylor, seconded by Billy Ray Pait, the Board approved the minutes of November 24, 2008.

ITEM 2. OATHS OF OFFICE:

The Honorable Niki Dennis, Clerk of Superior Court, administered the Oath of Office for Bladen County Commissioner to the following persons:

David Gooden, newly elected	(term 12/1/08 to 12/2012)
Daniel Dowless, newly elected	(term 12/1/08 to 12/2012)
Delilah Blanks, re-elected	(term 12/1/08 to 12/2012)
Margaret Lewis-Moore, re-elected	(term 12/1/08 to 12/2012)
Billy Ray Pait, re-elected	(term 12/1/08 to 12/2012)
Lewis Tatum, re-elected	(term 12/1/08 to 12/2012)

ITEM 3. ELECTION OF BOARD OFFICERS: (County Manager)

- Chairperson Moore thanked the Board for its support during her tenure as chairperson. Furthermore, Ms. Moore recognized many accomplishments of the Board such as education and the BRAC Regional Task Force.
- A. Chairperson** – County Manager Greg Martin opened the floor for nominations for the position of Chairperson. Commissioner Neill nominated Billy Ray Pait for the position of Chairperson. Hearing no further nominations, nominations were closed. Billy Ray Pait was elected by a vote of 8 AYES (David Gooden, Larry Smith, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, Daniel Dowless, W.D. Neill, Jr., and Lewis Tatum) to 1 NO (Charles Ray Peterson).
- B. Vice Chairperson** – County Manager Greg Martin opened the floor for nominations for the position of Vice Chairperson. Commissioner Tatum nominated Charles Ray Peterson. Commissioner Neill nominated Delilah Blanks. Hearing no further nominations, nominations were closed.

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County Manager Greg Martin called for a vote on the nomination of Charles Ray Peterson. He received 4 AYES (Charles Ray Peterson, Larry Smith, Daniel Dowless, and Lewis Tatum) to 5 NOES (David Gooden, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, and W.D. Neill, Jr.)

County Manager Greg Martin called for a vote on the nomination of Delilah Blanks. **She received 5 AYES (David Gooden, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, and W.D. Neill, Jr.) to 4 NOES (Charles Ray Peterson, Larry Smith, Daniel Dowless, and Lewis Tatum). Delilah Blanks was declared Vice Chairperson.**

The Board Recessed for a Reception.

- Chairman Pait welcomed new Board members David Gooden and Daniel Dowless and thanked the Board for its support in electing him as Chair.
- Vice Chairperson Blanks welcomed new Board members David Gooden and Daniel Dowless and thanked the Board for its support in electing her as Vice Chairperson.

ITEM 4. CONSENT ITEMS:

- A. Approve Agenda** – Upon a motion by W.D. Neill, Jr., seconded by Charles Ray Peterson, the Board approved the agenda.
- B. Approve Budget Amendments** – Upon a motion by Margaret Lewis-Moore, seconded by W.D. Neill, Jr., the Board approved the following Budget Amendments:

	Increase	Decrease
<u>Social Services</u>		
Exp: 146100.651	\$432.00	
<i>Energy Neighbor Fund</i>		
Rev: 143530.031	\$432.00	
<i>Energy Neighbor Fund</i>		
 <u>Social Services</u>		
Exp: 146100.651	\$439.20	
<i>Energy Neighbor Fund</i>		
Rev: 143530.031	\$439.20	
<i>Energy Neighbor Fund</i>		
 <u>Parks and Recreation</u>		
Exp: 106600.450	\$500.00	
<i>Contracted Service</i>		
Rev: 103190.010	\$500.00	
<i>Misc. Revenue</i>		

ITEM 5. MATTERS OF INTEREST TO COMMISSIONERS:

- **Recognize Louella Street for 30 years of Service to Bladen County** – Past Chairperson Moore presented Louella Street with a plaque in appreciation for her 30 years of service to Bladen County.
- Chairperson Pait reminded the Board of the BCC Christmas breakfast on December 2 at 7:30 am.
- Vice Chairperson Blanks thanked Louella Street for her service to Bladen County.

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- **Presentation Regarding Surface Water Withdrawal Permitting Process: (Tom Fransen, NC Division of Water Resources)** – Tom Fransen with the NC Division of Water Resources provided a power point presentation regarding the surface water withdrawal permitting process.

ITEM 6. INDIVIDUALS/DELEGATIONS WISHING TO ADDRESS COMMISSIONERS:

ITEM 7. ECONOMIC DEVELOPMENT: (Chuck Heustess, Director)

- A. Public Hearing Regarding Proposed Incentive Grant Agreement with Dynapar** – Chairperson Pait declared the Public Hearing open. Economic Development Director Chuck Heustess explained that the existing 5 year Incentive Grant Agreement would be voided and the proposed Incentive Grant Agreement would be a 3 year contract in the amount of .67 percent of an expansion investment of \$1-\$4 million creating a minimum of 70 jobs. There were no public comments and Chairperson Pait declared the Public Hearing closed.
- B. Consider Approving Incentive Grant Agreement** – Upon a motion by Charles Ray Peterson, seconded by Lewis Tatum, the Board voided the existing Grant Agreement with Dynapar and approved the following agreement with Dynapar:

NORTH CAROLINA

AGREEMENT

BLADEN COUNTY

1st THIS AGREEMENT (this "Agreement") is made and entered into as of the day of ~~December~~ 2008, among BLADEN COUNTY (the "County"), a political subdivision of the State of North Carolina; and **Dynapar Corporation**, a Delaware 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 construction or renovation of a new manufacturing facility in Bladen County of approximately 0 square feet, herein after referred to as the "Facility," and installation of **all new capital equipment and machinery (any machinery and equipment which was not previously part of the assessed value as of January 1, 2006)** 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 \$1,000,000 to \$4,000,000**, as

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determined by the appraisal of the Bladen County Tax Assessor. The grant is based solely on the additional assessed value of the facility and equipment above and beyond the January 1, 2006 assessed value. 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 **70 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. (Tier 1, not applicable)
 - (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.
 - (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 the sole discretion of the Bladen County 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 **.67% of the new capital investment (defined as appraised value of the new Facility and Equipment) for the given tax year minus the assessed value of Equipment taken out of service as a result of the expansion project**. The County shall provide the grant payments for **three** consecutive tax years beginning with the tax year of the commencement of the construction of the Facility. The Grantee shall notify the County in writing to verify the commencement date of the project within 30 days of such commencement. The total grant award **shall not exceed an amount equal to 90% of the taxes paid by**

company on the new taxable investment in the given tax year.

The County will pay the grant payments to **Dynapar Corporation by February 28th** 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 three (3) year Grant period shall (provided the program is still in effect) be eligible for separate Grants under the program for a separate three (3) 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. At its' sole discretion, 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 shall 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 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: Dynapar Corporation

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2100 W. Broad Street
Elizabethtown, NC 28337
Telefacsimile No. 910-862-5400

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 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.

ATTEST: BLADEN COUNTY
BY: Ashley C. Sasser Clerk to the Board
BY: Billy R. Pait Chairman, Board of Commissioners
ATTEST: Dynapar Corporation:
BY: _____
BY: _____
Approved As To Legal Form _____

ITEM 8. Southeastern Regional Mental Health, Developmental Disabilities & Substance Abuse Services: (Sharon Prevatte, Director and CEO)
• **Update on Mental Health Reform** – Director and CEO of Southeastern Regional Mental Health, Developmental Disabilities and Substance Abuse Services provided an update of Mental Health Reform. Ms. Prevatte’s presentation included the history of Southeastern Regional Mental Health, statistical information for Bladen County and an update of mental health.

ITEM 9. COUNTY MANAGER: (Greg Martin)
A. Calendar Update – Mr. Martin reviewed the calendar for upcoming events.
B. Consider Approving Budget Savings Measures – A motion was made by Charles Ray Peterson, and seconded by Lewis Tatum to approve the following budget savings measures:

1. A Hiring Freeze for vacant full-time positions. Essential positions may be filled with approval of the County Manager.
2. Limit travel. Department Heads should submit planned travel requests for the remainder of the fiscal year to the County Manager’s office for approval.
3. Department Heads are asked to scrutinize budgets and identify potential reductions in operating expenses.
4. Limit spending to essential purposes only

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- Chairman Pait called for discussion on the motion. Commissioner Moore asked County Manager Greg Martin about the vacant full-time Tax Administrator position. Mr. Martin stated that he considered the Tax Administrator Position to be essential and not to be included in the hiring freeze. The motion was approved unanimously.

C. Consider Closed Session in Accordance with N.C.G.S. 143-318.11 (a)(6) Personnel Matter – Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board entered Closed Session.

A motion was made by Charles Ray Peterson, seconded by Larry Smith and approved to exit closed session and re-enter regular session.

Upon a motion by Lewis Tatum, seconded by W.D. Neill, Jr., the Board adjourned at 8:40 pm.

Billy Ray Pait, Chairperson
Bladen County Board of Commissioners

Ashley C. Sasser, Clerk