

August 17, 2009

A regular meeting of the Bladen County Board of Commissioners was held on Monday, August 3, 2009 at 6:30 pm in the Commissioners Meeting Room of the Bladen County Courthouse. The following members were present:

Billy Ray Pait, Chairman
Delilah Blanks, Vice Chairperson
Lewis Tatum
W.D. Neill, Jr.
Larry Smith
Margaret Lewis-Moore
Charles Ray Peterson
Daniel R. Dowless
David R. Gooden

Chairman Pait requested that ITEM 5B, Bladen County Schools Request be added to the proposed agenda.

Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board approved the following consent items:

- A. Minutes:**
(August 3, 2009 Regular Session)
- B. Agenda**
- C. Budget Amendments:**

	Increase	Decrease
<u>Social Services</u>		
Exp: 146100.678	\$31,727.00	
<i>Food/Nutrition Admin Ser.</i>		
Rev: 143700.000	\$31,727.00	
<i>Food/Nutrition Admin Ser.</i>		
<u>Kelly Fire District</u>		
Exp: 385338.499	\$8,000.00	
<i>Miscellaneous</i>		
Exp: 385338.990		\$6,422.00
<i>Contingency</i>		
Rev: 383190.050	\$1,578.00	
<i>FBA</i>		
<u>Social Services</u>		
Exp: 146100.688	\$40,169.00	
<i>Crisis Intervention</i>		
Rev: 143531.220	\$40,169.00	
<i>DSS Crisis INT. F/S</i>		
<u>Central Services</u>		
Exp: 105000.610	\$7,500.00	
<i>Cont. Services</i>		
Rev: 103190.050	\$7,500.00	
<i>Fund Balance</i>		

- D. County Attorney Invoices:**
 - **August Retainer - \$300.00**
 - **Recording Deeds - \$34.00**
 - **Review of Affidavit - \$125.00**
 - **Mobile 311 Contract - \$250.00**
- E. Tax Refunds and Releases for July: Docket #_____**
- F. Mobile 311 Contract**
- G. Schedule Public Hearing for Tuesday, September 8, 2009 at 6:30 pm
Regarding a Rezoning Request for PIN 1355-00-21-4785**

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ITEM 2. MATTERS OF INTEREST TO COMMISSIONERS:

ITEM 3. INDIVIDUALS/DELEGATIONS WISHING TO ADDRESS COMMISSIONERS:

- Minnie Price, Chair of the Bladen County Youth Focus Project requested a donation of \$6,000. Furthermore, she explained that the Bladen County Youth Focus project is a non-profit organization that offers community educational and support services to youth, young adults, and families.
- Chairman Pait stated that the request would be considered during the next meeting on September 8, 2009.

ITEM 4. ECONOMIC DEVELOPMENT:

- A. 1) Public Hearing Regarding Proposed Incentive Grant Agreement with Carolina Retread, LLC. – Chairman Pait declared the public hearing open. There were no public comments and Mr. Pait declared the public hearing closed.
- 2) Upon a motion by Charles Ray Peterson, seconded by David Gooden, the Board approved the following Incentive Grant Agreement:

NORTH CAROLINA
BLADEN COUNTY

AGREEMENT

17th THIS AGREEMENT (this "Agreement") is made and entered into as of the day of ~~August~~ 2009, among **BLADEN COUNTY** (the "County"), a political subdivision of the State of North Carolina; and **Carolina Retread, LLC** a North Carolina 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 48,000 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 \$500,000 to \$2,000,000, 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 \$2,000,000, 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 15 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 (not applicable due to Tier 1 status).
 - (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 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 296% 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 40% 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 **Carolina Retread, LLC** by March 15th 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

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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 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: Carolina Retread, LLC
30 Bitmore Road
Whiteville NC 28472
Attn: Jamie Godwin, CPA
Telefacsimile No.: (910) 642-0229

The County or 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 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:
BY: Asheley C. Sadler
Clerk to the Board

BLADEN COUNTY
BY: Billy R. Pait
Chairman, Board of Commissioners

ATTEST:
BY: _____

Carolina Retread, LLC:
BY: _____

- B. 1) Public Hearing Regarding Proposed Incentive Grant Agreement with Bladen's Bloomin' Inc. – Chairman Pait declared the public hearing open. There were no public comments and Mr. Pait declared the public hearing closed.
- 2) Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board approved the following Incentive Grant Agreement:

STATE OF NORTH CAROLINA
COUNTY OF BLADEN
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August 2009, and between THE COUNTY OF BLADEN, a body politic and corporate party of the first part and BLADEN'S BLOOMIN', INC., party of the second part.

WITNESSETH

That pursuant to North Carolina General Statutes 158-7 J, Bladen County is authorized to make appropriations to party of the second part, which will be used to increase the population, taxable property, agricultural industries, business prospects and economic development activities in the County.

That the County of Bladen hereby agrees to make available a grant to the party of the second part in the amount of .26% of the new capital investment of Carolina Retread, LLC as determined by the Bladen County tax assessor. This grant will be paid each year for a period of five years to be used for aiding and encouraging the location of manufacturing enterprises, making industrial surveys, locating industrial and commercial plants in Bladen County, and other purposes for economic development of Bladen County.

IN WITNESS WHEREOF, party of the first part has caused this contract to be signed in its corporate name and sealed with its corporate seal and party of the second part has caused this contract to be signed in its corporate name by its Manager/Member, the day and year first above written.

ATTEST:
Asheley C. Sadler
CLERK TO THE BOARD

COUNTY OF BLADEN
By: Billy R. Pait
CHAIRMAN

ATTEST:
Scott Martin
SECRETARY

BLADEN'S BLOOMIN', INC.
By: Charles Ray Peterson
PRESIDENT

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ITEM 5A. SOUTHEASTERN REGIONAL MENTAL HEALTH:

(Sharon Prevatte, Area Director and CEO)

- Southeastern Regional Mental Health Area Director and CEO Sharon Prevatte provided an update on the State's Mental Health System and the Local Management Entity.

ITEM 5B. BLADEN COUNTY SCHOOLS – Greg Killingsworth, Superintendent of Bladen County Schools, requested approval of a Qualified School Construction Bond application in the amount of \$1,500,000.00. Mr. Killingsworth stated that funds would be used to replace flooring and walls damaged by termites and water at Tar Heel Middle School. Mr. Killingsworth stated that no additional funds would be requested from Bladen County for this project. He indicated that Bladen County Schools would fund annual debt service payments over twelve years with sales tax revenue earmarked for school capital projects. Lottery funds may also be used if necessary. Upon a motion by Charles Ray Peterson, seconded by Margaret Lewis-Moore, the Board approved the Qualified School Construction Bond application pending the Board of Education's approval and subject to Bladen County Schools funding the annual debt service payments over twelve years.

ITEM 6. WATER DISTRICT: (Randy Garner)

- Upon a motion by W.D. Neill, Jr., seconded by Margaret Lewis-Moore, the Board entered session as the Water District Board of Directors.
- Upon a motion by W.D. Neill, Jr., seconded by Larry Smith, the Board approved the Bond Anticipation Notes with RBC Bank, declaration of Official Intent to Reimburse, and Resolution Approving Financing Terms.
- Upon a motion by Larry Smith, seconded by Charles Ray Peterson, the Board approved the Phase IIIA Bond Order.
- Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board approved the Bond Anticipation Notes Resolution.
- Upon a motion by Larry Smith, seconded by David Gooden, the Board approved to exit session as the Water District Board of Directors.

ITEM 7. ADVISORY BOARD:

- Southeastern Regional Mental Health Board (1) – Upon a motion by Delilah Blanks, seconded by David Gooden, the Board appointed Jeff Kornegay to fill Tead Johnson's unexpired term with an expiration date of November 30, 2010.

ITEM 8. COUNTY MANAGER: (Greg Martin)

- Mr. Martin reviewed the calendar for upcoming events.
- Update Regarding Courthouse Offices – Mr. Martin informed the Board that a request by Superior District Court Judges has been made for office space in the courthouse. Mr. Martin stated that he and General Services Manager Robert Mazur were developing a plan to accommodate this request.
- Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board entered 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 Delilah Blanks, the Board exited Closed Session and re-entered Regular Session.

Commissioner Peterson stated that Emergency Services Director Mitchell Byrd was placed on a 3 day suspension without pay and his resignation would be effective on August 18, 2009.

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Upon a motion by Delilah Blanks, seconded by Charles Ray Peterson, the Board declared property identified by PIN# 026812757364 as surplus property and accepted a bid in the amount of \$5,000. This begins the upset bid process.

Upon a motion by Lewis Tatum, seconded by Larry Smith, the Board adjourned at 8:30 pm.

Billy Ray Pait, Chairman
Bladen County Board of Commissioners

Ashley C. Sasser, Clerk