

December 17, 2007

A regular meeting of the Bladen County Board of Commissioners was held on December 17, 2007 at 6:30 p.m. with the following members present:

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

Attorney: Wes Johnson, Johnson Law Firm

Chairperson Moore called the meeting to order. Commissioner Greg Taylor provided the invocation and County Manager Greg Martin led the Pledge of Allegiance.

ITEM 1. CONSENT ITEMS:

Chairperson Moore requested that Item 1H Consider transferring all Bladen County Hospital files with John Crill.

A motion was made by James G. Smith, seconded by Billy Ray Pait and approved to add Item 1H to the proposed agenda and adopt the following Consent Items:

- A. Approve Minutes (December 3, 2007)**
- B. Approve Agenda**
- C. Approve the following Budget Amendments**

	Increase	Decrease
<u>Social Services</u>		
Exp: 146100.651	\$114.00	
<i>Energy Neighbor Fund</i>		
Rev: 143530.031	\$114.00	
<i>Energy Neighbor Fund</i>		
<u>Administration</u>		
Exp: 106900.630		\$57,633.00
<i>To DSS</i>		
Rev: 103190.050		\$57,633.00
<i>FBA</i>		
<u>Solid Waste</u>		
Exp: 205800.261	\$500.00	
<i>Keep Bladen Beautiful</i>		
Rev: 203360.080	\$500.00	
<i>Fund Balance</i>		
<u>Library</u>		
Exp: 106700.270	\$227.65	
<i>Library Books</i>		
Rev: 103190.010	\$227.65	
<i>Patron</i>		
<u>Sheriff</u>		
Exp: 105100.150	\$10,000.00	
<i>Undercover</i>		
Rev: 103190.050	\$10,000.00	
<i>FBA</i>		

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Economic Development

Exp: 307200.740 \$600,000.00

Capital Outlay

Rev: 303420.020 \$600,000.00

Loan Proceeds

Water Department

Exp: 254700.740 \$30,500.00

Capital Outlay

Rev: 253490.010 \$30,500.00

Fund Balance

D. Approve County Attorney Invoices

- Contract with Optimal Phone Interpreters and Bladen County \$450.00
- Contract with Carolina Resource Mapping and Bladen County \$450.00
- Bladen County Vehicular and Parking Ordinance \$400.00
- InterStar Communications, Inc. Contract \$400.00
- Installment Purchase Contract (1 new ambulance and 2 refurbished units \$500.00)

E. Approve Tax Refunds and Releases

F. Reschedule the Second Regular Meeting in January to Tuesday, January 22, 2008

G. Schedule a Public Hearing for January 7, 2008 at 6:30 p.m. Regarding a Proposed Grant Agreement with Bladen's Bloomin' Agri-Industrial, Inc.

ITEM 2. MATTERS OF INTEREST TO COMMISSIONERS:

ITEM 3. INDIVIDUALS/DELEGATOINS WISHING TO ADDRESS COMMISSIONERS:

CDBG: Scattered Site Housing: (Adrian Lowery)

A. Public Hearing Regarding Program Amendment

Chairperson Moore declared the Public Hearing Open.

No comments were received.

Chairperson Moore declared the Public Hearing Closed.

B. Consider Approving Program Amendment- A motion was made by W.D. Neill, Jr., seconded by Greg Taylor and approved the following CDBG Program Amendment:

	Budget Line	Current Budget	Proposed Budget
A	Rehabilitation	\$50,000.00	\$3,472.69
B	Relocation Assistance	\$271,500.00	\$323,027.31
C	Clearance Activities	\$35,000.00	\$30,000.00
D	Planning	\$3,500.00	NO CHANGE
E	Administration	\$40,000.00	NO CHANGE

C. Update Regarding 2008 Housing Program

ITEM 4. EMERGENCY SERVICES: (Mitchell Byrd, Director)

A. Paramedic Program Update- A motion was made by Lewis Tatum, seconded by Greg Taylor and approved the Pilot Program.

B. Update Regarding Emergency Medical Dispatch

- Emergency Services Director Mitchell Byrd provided update regarding Emergency Medical Dispatch. He explained that Bladen County EMS has been awarded a \$28,820.00 Grant to update the medical dispatch from the flip card system to a more efficient computer aided medical dispatch system.

ITEM 5. Sheriff's Department: (Sheriff Steve Bunn)

A. VIPER Communication System Update

- Sheriff Steve Bunn provided a VIPER Communication System update. He informed the Board that in February of 2009, channel 6 will stop using

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the TV tower and will not guarantee continued use of the tower beyond that date. This will require the Sheriff's Department to transition to a new Communication System. Sheriff Bunn will report back to the Board when he has more information.

B. Consider Request Regarding Jail Space Rent

-Sheriff Bunn explained that the Jail continues to be overcrowded and the only way to manage the problem is to rent jail space in other counties. Sheriff Bun requested \$50,000 to pay for jail space rent. **A motion was made by James G. Smith, seconded by Billy Ray Pait and approved to pay \$50,000 for Jail Space Rent.**

C. Consider Request for Additional Deputies (2) - A motion was made by Billy Ray Pait, seconded by Greg Taylor and approved to hire two additional deputies and to purchase two new patrol cars.

D. Consider Request Regarding Video Equipment

- Sheriff Steve Bunn informed the Board the NC Legislature passed two laws regarding video equipment, which will become effective in March of 2008. They require video recording of any suspect interviews in violent felony investigations and to be used for photo or in person line ups by victims or witnesses. The estimated cost for the equipment is \$7,000. **A motion was made by Delilah Blanks, seconded by James G. Smith and approved to purchase Video Recording Equipment for \$7,000.**

ITEM 6. ADVISORY BOARDS

A. Bladen County Hospital Advisory Board (1) - **A motion was made by W.D. Neill, Jr., seconded by Greg Taylor and approved to Table until January 7, 2008 meeting.**

B. Bladen County Hospital Executive Board (2) - **A motion was made by Charles Ray Peterson, seconded by Greg Taylor and approved to Table until January 7, 2008 meeting.**

C. Bladen County Library Board (2) - **A motion was made by Lewis Tatum, seconded by W.D. Neill, Jr. and approved to reappoint Jimmy Hudson with an expiration date of December 31, 2010 and Phyllis Swindell with an expiration date of December 31, 2009 to the Bladen County Library Board.**

D. Division on Aging Advisory Committee (1) – **A motion was made by Billy Ray Pait, seconded by W.D. Neill, Jr. and appointed William James to the Division on Aging Advisory Committee with an expiration date of December 31, 2010.**

ITEM 7. PLANNING: (Greg Elkins, Director)

- **Consider Request to Reconsider Rezoning Application – On a motion made by Billy Ray Pait, seconded by James G. Smith, the Board approved to rezone property owned by Tammy Gooden, Pin # 6124, from Residential-Agricultural to Commercial for the purpose of a car lot by a vote of 7 AYES (James G. Smith, Charles Ray Peterson, Larry Smith, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, and Greg Taylor) to 2 NOES (Lewis Tatum, and W.D. Neill, Jr.). This request is consistent with the adopted 1999-2010 Bladen County Land Use Plan; and the rezoning request is reasonable; and the rezoning is in the public interest.**

ITEM 8. COUNTY MANAGER: (Greg Martin)

A. Calendar Update- Mr. Martin reviewed the calendar for upcoming events.

B. Consider Approving Agreement with InterStar, Inc. – **On a motion made James G. Smith, seconded by Greg Taylor, the Board approved the following agreement with InterStar, Inc.**

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NORTH CAROLINA
BLADEN COUNTY

SERVICE AGREEMENT

This Agreement made and entered into this the 13 day of November, 2007, by and between STAR WIRELESS, INC. D/B/A/ INTERSTAR COMMUNICATIONS, INC. of Sampson County, North Carolina, hereinafter referred to as "Company"; and Bladen County Government, a North Carolina Local Government with a principal place of business in Bladen County, North Carolina hereinafter called "Customer".

WITNESSETH

WHEREAS, Company is engaged in providing telecommunication services and customer is a user of telecommunication services; and

WHEREAS, Customer desires to employ Company to provide certain telecommunication services to it.

NOW, THEREFORE, in consideration of the premises and further considerations of the acts and things to be furnished and performed by the Company and the Customer respectively, and the other considerations and Agreements herein set out, the Company and Customer mutually agree as follows:

**I.
SERVICES**

The Company agrees to provide to the Customer a dedicated fiber optic connection from the Company's fiber optic network to one of the Customer's premises in Elizabethtown, North Carolina. Company will provide all services and equipment to deliver an Ethernet connection to the Customer's network. The equipment furnished shall include a fiber terminated switch.

This connection will provide a 5Mbit backbone connection to the Internet. In addition this connection will allow for VoIP traffic from the current VoIP system.

Company shall maintain ownership of all equipment and materials provided by it.

Company shall maintain the equipment provided by it in good operating order.

During the term of this Agreement, from time to time, new services and equipment may be provided to the Customer and if so there will be an additional appropriate increase in price for this equipment and service.

**II.
TERM**

The term of this Agreement is for sixty (60) consecutive months beginning upon the completion of the establishment of the network and its connection to Customer, which is anticipated, will be in January, 2007.

**III.
COMPENSATION**

A. For the services herein provided by Company, Customer agrees that it shall pay to the Company the sum of Sixty thousand dollars (\$60,000.00) to be paid in sixty (60) equal consecutive installments of One thousand dollars (\$1000.00) each, beginning with the first day of the month following the date of completion of installation of the equipment and commencement of service.

B. In the event additional services are requested by Customer including additional bandwidth requirements, appropriate additional charges will be made for such additional services. During the term of this contract additional internet bandwidth will be billed at a rate of \$100.00 per 1Mbit increments.

**IV.
ONSITE SERVICES**

In the event onsite reboots of Company's equipment, are requested by Company, Customer agrees to perform these at no charge to the Company. Customer shall be responsible for providing all equipment necessary for it to use the telecommunication services provided by Company.

**V.
TRANSFER OF RIGHTS**

Customer may not assign nor transfer any rights or benefits under this Agreement without the express prior written consent of the Company.

**VI.
MODIFICATIONS AND WAIVER**

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

**VII.
TERMINATION**

Company has an Acceptable Use Policy (AUP) with which Customer is familiar and Company may, at its sole option, with a thirty (30) day prior written notice, terminate this Agreement if Customer violates any terms of this Acceptable Use Policy. In the event Customer causes termination of this Agreement by violation of any of the terms thereof, it shall be required to pay all monthly payments not yet paid but required by this Agreement immediately. This shall be the liquidated damages of the Company as agreed by the parties hereto.

**VIII.
APPROVAL AND AUTHORIZATION OF COMPANY**

Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations thereunder. The Company has duly authorized the execution and delivery of this Agreement and performance of all of its duties and obligations contained therein, and this

Agreement constitutes a valid and legally binding obligation of the Company except to the extent that the enforceability thereof may hereafter be limited by judicial or other appropriate regulatory decree or order.

**IX.
APPROVAL AND AUTHORIZATION OF CUSTOMER**

Customer has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations thereunder. The Customer has duly authorized the execution and delivery of this Agreement and performance of all of its duties and obligations contained therein, and this Agreement constitutes a valid and legally binding obligation of the Customer except to the extent that the enforceability thereof may hereafter be limited by judicial or other appropriate regulatory decree or order.

**X.
NOTICES**

Any notice given in connection with this Agreement shall be given in writing and shall be delivered by certified mail, return receipt requested, as follows:

- A. To the Company: InterStar Communications, Inc.
ATTN: Michael Steed
P O Box 1088
Clinton, NC 28329
- B. To the Customer: Bladen County Government
ATTN: Diane Merritt
P.O. Box 1048
Elizabethtown, NC 28337

**XI.
SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is invalid, illegal or unenforceable, there shall be added as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.

**XII.
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the Venue for any action brought in connection herewith shall be in the General Courts of Justice, Bladen County, North Carolina.

XIII.

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BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

XIV.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Customer and the Company, and cancels and supersedes all prior negotiations, representations, understandings and Agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed by the undersigned officers, in duplicate originals, one of which is retained by each of the parties, all by authority duly given the day and year first above written.

STAR WIRELESS, INC. D/B/A
INTERSTAR COMMUNICATIONS, INC.

By: _____
Lyman H. Horne,
Executive Vice-President and
General Manager

ATTEST: _____
Secretary

(CORPORATE SEAL)

Bladen County Government

By: Diore Mearitt
Director of Computer Operations

ATTEST: _____
Secretary

(COUNTY SEAL)

C. Consider Approving Second Reading of the Proposed Vehicular and Parking Ordinance – On a motion by Charles Ray Peterson, seconded by Larry Smith, the Board approved the following Proposed Vehicular and Parking Ordinance by a vote of 8 AYES (James G. Smith, Charles Ray Peterson, Larry Smith, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, W.D. Neill, Jr., and Lewis Tatum) to 1 NO (Greg Taylor).

Bladen County Vehicular and Parking Ordinance

Pursuant to N.C.G.S. § 153A-170 and § 153A-123, the Bladen County Board of Commissioners has the statutory power to define, regulate, and prohibit traffic and vehicular activity on Bladen County property. Included in this statutory power is the right to impose civil penalties for violations of said ordinance.

Following is the proposed ordinance and its provisions which if adopted, will help control and regulate the congestion and confusion which has resulted from increased traffic and vehicular activity surrounding the Bladen County Courthouse.

(a) Any parking lot, driveway, roadway, or part thereof, located on the county owned property may be designated by the Board of Commissioners as a restricted parking area.

(b) The Board of Commissioners may regulate or restrict the parking of motor vehicles in restricted parking lots by requiring permits for parking, setting time limits on parking, designating certain parking spaces for certain individuals or certain types of individuals, or by any other means whatsoever.

(c) Every parking area, driveway, roadway, or part thereof, subject to regulation shall be clearly marked as to the restrictions imposed.

(d) Every restricted parking lot shall have a sign posted at every entrance and exit stating that the lot is a restricted parking lot and stating the restrictions on parking that have been imposed.

(e) There shall be no parking in areas not designated for parking or on grassy areas surrounding county owned buildings, unless specifically authorized.

(f) Penalties. The sheriff shall issue citations for parking in violation of the posted regulations. The registered owner of the vehicle shall be responsible for payment of any penalties imposed herein.

Civil penalties for the following parking violations shall be as published in the County Fee Schedule adopted by the Board of Commissioners:

- (1) Handicapped space without authority.
- (2) Blocking a handicap ramp.
- (3) No parking zone.
- (4) In fire lane.

(5) Too near fire hydrant.

(6) Loading zone.

(7) Blocking driveway.

(8) Blocking alley.

(9) In crosswalk.

(10) Over time according to posted sign.

(11) Other, according to posted sign.

(g) It shall be unlawful for any persons to park a motor vehicle of any kind on any County owned property in violation of this section, when so designated by sign, or to leave any vehicle unattended blocking another motor vehicle legally parked, or to improperly park a motor vehicle on County owned property not designated for use as a parking space.

(h) It is the intent of this section that clearly marking and posting the restrictions on any lots or parking spaces fulfills all of the requirements of this section and constitutes notice to all individuals to be noticed of these restrictions as applying to those lots or spaces so marked.

(i) Vehicles parked in violation of this section may be removed from the property by the county or an agent of the county to a storage area or garage. If a vehicle is so removed, the owner, as a condition of regaining possession of the vehicle, shall be required to pay to the county all reasonable costs incidental to the removal and storage of the vehicle and any fine or penalty due for the violation.

Adopted this _____ day of December 2007.

Margaret Lewis-Moore
Margaret Lewis-Moore
Chairperson

Attest:
Ashley C. Sasser
Ashley C. Sasser
Clerk to the Board

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- D. Update Regarding Water User Agreements – A motion was made by James G. Smith, seconded by Charles Ray Peterson and approved to extend the Phase III-A Water User sign-up deadline to January 25, 2008.**
- E. Consider Closed Session in Accordance with N.C.G.S. 143-318.11 (a)(6) Personnel Matters, (a)(4) Economic Development, and (a)(3) Attorney Client Privilege – A motion was made by Billy Ray Pait, seconded by Greg Taylor and approved to enter closed session.**

A motion was made by Larry Smith, seconded by Billy Ray Pait and approved to enter Regular Session.

A motion was made by Lewis Tatum , seconded by Greg Taylor and approved to adjourn at 9:50 p.m.

Margaret Lewis-Moore, Chairperson

ATTEST:

Ashley C. Sasser, Clerk