

BOARD OF ALDERMEN

ITEM NO.: D(3)

AGENDA ITEM ABSTRACT

MEETING DATE: JUNE 21, 2005

TITLE: A REQUEST RELATED TO THE *CARRBORO V. LAURENCE HAYES* LAWSUIT

DEPARTMENT: PLANNING DEPARTMENT AND TOWN ATTORNEY'S OFFICE	PUBLIC HEARING: YES ___ No <u>X</u>
ATTACHMENTS: A. MARCH 15, 2005 MINUTES	FOR INFORMATION CONTACT: MIKE BROUGH, 929-3905 TC MORPHIS, 929-3905 MARTY ROUPE, 918-7333

PURPOSE

On June 7, 2005, Mr. Larry Hayes requested that the Board of Aldermen grant an extension to the date on which payment of civil penalties was otherwise due, in relation to the matter of the *Town of Carrboro v. Laurence Hayes*. As requested by the Board, staff is offering a recommendation on this matter by way of this agenda item. Town Staff requests that the Board review, deliberate, and make a decision on the extension request from Mr. Larry Hayes.

INFORMATION

Background

Efforts began in April 2003 to bring into compliance a land use ordinance violation (LUOV) at the Lloyd Grist Mill Building on B Street. Specifically, a sign on the sidewall of the building, which was allowed pursuant to a Special Use Permit issued in 1981, was modified without prior permission from the Town. Town staff sent multiple LUOV letters to no avail and otherwise exhausted all administrative remedies before bringing the matter to the Board of Aldermen in 2004.

Subsequently, in July 2004, the Board of Aldermen authorized the Town Attorney to file a lawsuit against Mr. Larry Hayes (Mr. Hayes) and Searchlight, LLC, owner of the Lloyd Grist Mill property, with the objective of bringing the sign into compliance with the Land Use Ordinance. The Town was granted a default judgment, which required that the defendant either bring the sign into compliance, apply for a Special Use Permit Modification, or remove the sign within sixty (60) days. The judgment also required payment of civil penalties in the amount of \$11,450.00.

In January 2005, after 60 days had passed with no action by the defendant, the Town Attorney asked the Orange County Sheriff's Office to sell the Lloyd Grist Mill Building in order to pay the civil penalties owed to the Town. A sale date is set for April 6, 2005 at the Orange County Courthouse.

On March 9, 2005, Attorney John D. Loftin, representing Mr. Larry Hayes and Searchlight, LLC, submitted a letter to the Town Clerk regarding the matter. As reflected in the Board's March 15, 2005 Minutes (**Attachment A**), the Board reviewed the matter and granted an extension of up to 90 days, or July 5, 2005.

Subsequently, on June 7, 2005, Mr. Hayes requested that the civil penalty deadline be extended until either September 30, 2005 or the end of 2005. The Board directed staff to bring back a recommendation on the matter.

Current Staff Recommendation

Staff recommends leaving the July 5, 2005 deadline in place, which already represents a 90-day extension of the previous deadline. In coming to this decision, staff considered statements made by Board members during the March 15, 2005 meeting, wherein it was clearly stated that a 'one-time deadline extension' was being granted. To extend the deadline again could be detrimental if similar situations arise in the future. Also considered was that some delay typically occurs between the Town Attorney asking the Orange County Sheriff's Office to execute the judgment (i.e.: asking that the building be sold) and the actual sale date for the building. If Mr. Hayes pays the civil penalties after the Town executes judgment, but before the actual sale date, then the matter would be resolved and it would not be necessary to sale the building. Therefore, Mr. Hayes already will have some amount of time beyond the July 5, 2005 deadline to pay the civil penalties.

FISCAL IMPACT

N/A

RECOMMENDATION

The Town Staff recommends that the Board of Aldermen leave Mr. Hayes' July 5, 2005 civil penalty payment deadline in place. If the Board agrees with the staff recommendation, then no further action is necessary at this time. To grant an extension, a majority of the Board must positively vote for a motion, which establishes a new payment deadline.