

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JULY 7, 2014 – 8:30 AM
117 DICK STREET, 5TH FLOOR, ROOM 564
SPECIAL MEETING
MINUTES

PRESENT: Commissioner Jeannette Council, Chairman
Commissioner Kenneth Edge, Vice Chairman
Commissioner Charles Evans (arrived 8:55 a.m.)
Commissioner Marshall Faircloth (arrived 8:38 a.m.)
Commissioner Jimmy Keefe (arrived 8:40 a.m.)
Commissioner Billy King
Commissioner Ed Melvin
Amy Cannon, County Manager
James Lawson, Deputy County Manager
Quentin McPhatter, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Rob Hasty, Assistant County Attorney
Vicki Evans, Finance Manager
Candice White, Clerk to the Board

Chairman Council called the meeting to order at 8:30 a.m.

Chairman Council requested an addition to the agenda of an item regarding the demolition of a structure located at 7836 Amesbury Road. Chairman Council stated after the ordinance was adopted, the property was purchased by Lee Herrera who later found out the structure was scheduled to be demolished July 23, 2014. Chairman Council stated Mr. Herrera is present to plead his case.

1. APPROVAL OF AGENDA

MOTION: Commissioner Edge moved to approve the agenda with the addition as requested.
SECOND: Commissioner Melvin
VOTE: UNANIMOUS (4-0)

2. CONSENT AGENDA

- A. APPROVAL OF A RESOLUTION FOR A TAX EXEMPT LOAN FROM SOUTHERN BANK & TRUST COMPANY IN THE PRINCIPAL AMOUNT OF \$271,000 TO THE BEAVER DAM VOLUNTEER FIRE DEPARTMENT FOR THE CONSTRUCTION OF A SATELLITE FIRE STATION

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CERTIFICATE OF CLERK TO THE BOARD
RESOLUTION OF APPROVAL OF TAX-EXEMPT
LOAN TO BEAVER DAM VOLUNTEER FIRE
DEPARTMENT BY THE CUMBERLAND COUNTY
BOARD OF COMMISSIONERS

The undersigned, being the duly qualified Clerk of Cumberland County, North Carolina, does hereby certify that the following is a true and accurate copy of a Resolution passed by the Board of Commissioners of Cumberland County, North Carolina, at its special meeting on the 7th of July, 2014, which Resolution was duly introduced, seconded and approved, and the said Resolution remains in full force and effect:

“NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners of Cumberland County North Carolina, does hereby approve a tax-exempt loan to the Beaver Dam VFD, [name of Volunteer Fire Department] (the “VFD”) from Southern Bank and Trust

Company in the principal amount of \$271,000.00, which loan is for the following purpose (check applicable purpose):

1. (√) for the construction of a fire station for the VFD, (cross out the following if not applicable) including the purchase of the underlying real property.
2. () for the purchase by the VFD, of a fire truck or fire trucks, and

which fire truck(s) or fire station will be owned and operated by the VFD at the following address:”

9236 Turnbull Road
(Street Address)

Fayetteville, NC 28312
(City and State)

Duly certified by the execution hereof and the placing hereon of the seal of the said municipality, this the 7th day of July, 2014.

MOTION: Commissioner Melvin moved to approve the resolution for a tax exempt loan from Southern Bank & Trust Company in the principal amount of \$271,000 to the Beaver Dam Volunteer Fire Department for the construction of a satellite fire station.

SECOND: Commissioner King

DISCUSSION: Commissioner Faircloth inquired regarding the county’s role in this matter. Amy Cannon, County Manager, stated the Board is certifying that it should be a tax exempt financing.

VOTE: UNANIMOUS (5-0)

3. ITEM OF BUSINESS

A. APPROVAL OF CONTINUED PARTICIPATION IN LEGISLATIVE PARTNERSHIP

BACKGROUND:

Cumberland County, the City of Fayetteville and the Fayetteville Regional Chamber have formed a partnership to collaboratively engage with the federal government and pursue funding assistance for strategic focus areas outlined in the Fiscal Year 2015 Federal Agenda, which the Board of Commissioners approved on June 2, 2014.

The partnership hired FaegreBD Consulting to conduct a federal affairs assessment and assist in developing the community federal agenda. The five-month contract ended June 30, 2014. The partnership would like to extend the contract for one year in order to implement aspects of the Federal Agenda.

The cost would be \$90,000 per year (\$7,500 per month) and would be split by the three partners. Incidental expenses such as those for travel, meals, communication costs, etc., would be reimbursed and capped at \$3,750 for the length of the contract.

With important federal issues such as the military drawdown facing our community, we recommended moving forward with FaegreBD. The attached agreement between the Chamber and FaegreBD for the fiscal year 2015 outlines the following activities:

- Engage with the Department of Defense regarding Fort Bragg, expected budget-related soldier drawdown process, Section 331 agreements, Office of Economic Adjustment, community impacts/quality of life issues of installation within community.
- Facilitate in-person meetings between community representatives and federal and congressional officials.

- Review daily federal government grant notices for alignment to community objectives. Forward notices to relevant points of contact, provide guidance regarding past successful grantee proposals (as applicable) and advise likely strongest positioning for a possible submission.
- Provide consultative guidance regarding redevelopment projects, particularly in the area of federal opportunities and challenges. If found, work with relevant agencies to facilitate involvement.
- Provide formal review of submitted materials pertinent to an area economic development plan and identify national development partners for select projects.
- Engage with congressional offices and key federal agencies, including Veterans Affairs, Departments of Labor, Health and Human Services, and Housing and Urban Development regarding special human service needs of the community.
- Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid) as well as emerging issues of importance.
- Assign FBDC professional team to the FRC work plan;
- Conduct regularly scheduled update and assignment calls with FRC and or Fayetteville Partnership members.

RECOMMENDATION:

Continue participation in the legislative partnership through a one-year contractual agreement with FaegreBD Consulting effective July 1, 2014.

The federal agenda for fiscal year 2014-2015 as adopted by the Board on June 2, 2014 and the Agreement between the Fayetteville Regional Chamber and FaegreBD Consulting are recorded below:

Federal Agenda Fiscal Year 2014-2015

Executive Summary

The City of Fayetteville, Cumberland County and the Fayetteville Regional Chamber formed a partnership that works collaboratively to engage with the federal government and pursue funding assistance for strategic focus areas identified in an annual, collectively established agenda. The Partnership's combined efforts are critical to the growth and strength of our community. These efforts ensure protection and preservation of essential community assets and resources, allowing all areas of the community and surrounding metropolitan and unincorporated areas to thrive.

For many years, the Partnership's federal agenda was focused on earmarks and legislation that could be amended to meet a specific need in our community. The processes by which we engaged with the federal government and the results of that engagement have continued to evolve. The greater Fayetteville community now faces a far different environment, a situation that the Partnership began to embrace in 2013 with the adoption of a revised Memorandum of Understanding (MOU). The MOU recognizes the importance of engagement with the federal government across a variety of strategic, tactical and policy junctures to successfully advocate for our community. The continued support of the greater Fayetteville Congressional delegation is essential. The Partnership will continue to work with its Congressional delegation to support the highest priorities in seven key focus areas.

Key Focus Areas

1. Community and Fort Bragg

Fayetteville and Cumberland County, more than most communities, are highly influenced by federal spending and policy. Serving as the home for Fort Bragg provides the community with an enormous nexus point with the federal government. Many of the activities, investments and decisions involving Fort Bragg deliver positive benefits to Fayetteville and Cumberland County. Some decisions and activities, however, do not. Through the years, and similar to other communities that are home to large military installations, an ad hoc level of communication between the community and Fort Bragg has developed, largely driven by the individuals who occupy similar roles within each organization. Some operational areas have produced strong, and formal, collaboration while others have markedly ebbed and flowed. Institutional engagement at senior leadership levels needs to be strengthened to withstand the continual turnover of military and civic professionals. Additionally, due to the number of members of the military who do not

live on Fort Bragg, but rather throughout the community, decisions within the Department of Defense (DOD) affecting soldiers have a significant ripple effect through the City and County.

- a. Engage DOD officials around budget-related drawdown of thousands of members of the military to determine impact on Fayetteville and Cumberland County.
- b. Pursue quality of life issues with Fort Bragg leadership and DOD officials to address challenges related to community issues present in the wake of deployments or departures from the fort.
- c. Pursue shared service agreement opportunities with Fort Bragg leadership and DOD officials, administered through section 331. As the largest US Army base in the country, Fort Bragg, along with Fayetteville and Cumberland County, has the potential to be a new model for the nation in the area of shared services.

2. Office of Economic Adjustment

Federal programs are often initially created to deal with specific issues and over time, expand or contract based on legislative or regulatory alternations. Programs that span decades can evolve through the years and take on an increasingly narrow focus. The Department of Defense's Office of Economic Adjustment (OEA) was formed more than 50 years ago as the country's military bases, and thus their surrounding communities, were undergoing changes following European and Asian military conflicts. In the intervening decades, OEA's programs began to take shape. Assisting communities with an increase in a base's scope and offering joint community planning to cities and towns began. Then, as Congress approved the first Base Realignment and Closure (BRAC) process, OEA's mission to help communities impacted by closures, reductions or expansions took hold. Now, OEA has further expanded its mission to include the reduction in employment of private sector, defense-related contractors in a community. Recently, OEA became the vehicle whereby hundreds of millions of dollars were allocated to repair or rebuild military installation schools. At its core, OEA was established to help communities deal with the impact of significant military presence. There should be engagement with OEA to determine the role it can play in helping the community adjust to a shrinking military population and significant numbers of discharged troops in Fayetteville.

- a. Engage with OEA officials to survey program landscape for potential opportunities to support City or County projects/issues.
- b. Pursue effort to seek a legislative change to the program expanding the capabilities of OEA if current OEA programs do not meet Fayetteville and/or Cumberland County needs.

3. Federal Grants

The Partnership adopted a revised MOU to more effectively respond to the new federal funding paradigm, which reflects a change in focus from legislative earmarks to administrative allocation through competitive grants. All non-formula federal funding is channeled through a highly-competitive grant process, which incorporates a disciplined program framework to guide spending and advance policy initiatives of the administration. Our community federal affairs partnership is an asset and will be used to guide development of a more cohesive long-term grant planning process that enhances cost-sharing opportunities, long-term planning and public-private partnerships.

- a. Target high-value, focused grant opportunities that engage the larger community and offer the potential for transformational change.
- b. Ensure smaller, less complex or formula funding grants are sought as warranted and administered as required.
- c. Develop centralized internal grant procedures within both the City and County to streamline processes and establish clear lines of authority and responsibility.
- d. Consider a dedicated staff member to oversee all grant activities.

4. Area Redevelopment

Every community in the nation has geographic areas that have fallen behind compared to the balance of the community. These areas, sometimes in neglected downtowns or clustered around substandard housing, create cross-jurisdictional, multi-agency challenges, notwithstanding the toll they take on residents who endure the conditions on a daily basis. These types of areas generally call for multi-faceted redevelopment efforts that address the structural challenges that

brought on the conditions, while minimizing the human toll exacted on the residents. Successful projects around the nation have utilized federal programmatic resources to accomplish key goals.

- a. Monitor innovative national redevelopment efforts to ensure Fayetteville and Cumberland County are employing best practices as local projects are undertaken.
- b. Evaluate redevelopment projects for federal opportunities and challenges, and work with agencies to facilitate involvement and project success.

5. Economic Development Efforts

The federal government has a limited role in economic development issues, preferring to leave the majority of the work to state and local officials. That said, the US Departments of Housing and Urban Development, Labor and Commerce all have some involvement in the issue. Additionally, innovative developments continually occur across the country in an effort to grow jobs and the tax base. While not every project lends itself to replication, there are insights and developments that often can be carried from one community to the next.

- a. Evaluate limited economic development opportunities for community utilization.
- b. Review and assist as needed in the development of an economic development plan and in identifying national development partners for select projects.

6. Social Services, Unemployment and Homelessness

Approximately 13% of Cumberland County residents (14% of Fayetteville residents) are veterans of the armed forces, a figure 60% higher than that of the state of North Carolina. Through the years, many veterans who have remained in the area following their separation from service have added immeasurably to the fabric of the community. However, some who separate from service have significant mental and emotional challenges that affect their long-term well-being, not to mention their employability. When large numbers of those individuals choose to remain in the community following their separation from service, it can overwhelm the established social service safety nets. Additionally, a large number of individuals who are connected in some way to a member of the military relocate to the community each year. If that underlying relationship fractures, the newly transplanted individual can easily find himself or herself in need of social services in a new community. The US Army, and thus the federal government, is at the center of these matters and therefore can be approached about assisting the community with these complicated issues. All communities have social service needs. The presence of nearly twice the per capita number of veterans as the rest of the state signals an opportunity for federal engagement around social issues.

- a. Engage Veterans Affairs, Department of Labor, Health and Human Services, and Housing and Urban Development regarding special needs of the community.
- b. Consider establishment of discharge center to engage with national employers.

7. Federal Legislative Agenda

Ideally, federal programs would all be structured in such a way that Fayetteville and Cumberland County's projects would be perfect candidates for support and investment. Unfortunately, in a process where program goals and guidelines are drafted far from North Carolina, there can be a disconnection between local needs and federal opportunities. While established federal programs are largely immune to wholesale restructuring unless it is sought by the administration or senior members of Congressional leadership, it is possible through legislation to expand narrowly construed regulations to allow for greater funding options, while keeping the program in line with its original intent and budget.

- a. Pursue efforts to investigate and potentially alter key legislation to permit greater participation as issues are confronted and federal agencies are unable to assist.
- b. Address laws and regulations that can be changed to reflect the special nature of the impact of Fort Bragg.
- c. Review DOD authorization bill to determine positive or negative effects.
- d. Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid).
- e. Strengthen relationships with local officials and the Congressional delegation. They are vital for both legislative goals and positioning with federal agencies. Engagement with Congressional delegation and our local officials is a priority.

AGREEMENT
between
Fayetteville Regional Chamber
and
FaegreBD Consulting

I. INTRODUCTION

FaegreBD Consulting ("FBDC"), a division of Faegre Baker Daniels LLP, is pleased to enter into a contractual agreement ("Agreement") with the Fayetteville Regional Chamber of Commerce ("FRC"), to provide federal government relations.

II. SCOPE OF WORK

To pursue the goals outlined in Section I, FBDC will accomplish the following tasks:

- Implement aspects of the Federal Agenda (attached) for the community. Activities include:
 - Engagement with Department of Defense regarding Fort Bragg, expected budget-related soldier drawdown process, Section 331 agreements, Office of Economic Adjustment, community impacts/quality of life issues of installation within community.
 - Facilitate in-person meetings between community representatives and federal and congressional officials.
 - Review daily federal government grant notices for alignment to community objectives. Forward relevant notices to relevant point of contacts. Consult with points of contact as requested and provide guidance regarding past successful grantee proposals (as applicable) and advice likely strongest positioning for a possible submission.
 - Provide consultative guidance regarding redevelopment projects, particularly in the area of federal opportunities and challenges. If found, work with relevant agencies to facilitate involvement.
 - Provide formal review of submitted materials pertinent to an area economic development plan and identify national development partners for select projects.
 - Engage with congressional offices and key federal agencies, including Veterans Affairs, Departments of Labor, Health and Human Services, and Housing and Urban Development regarding special human service needs of the community.
 - Advocate on behalf of the community on significant authorization legislation (e.g., surface transportation reauthorization, tax-exempt municipal bond, CDBG, federal impact aid) as well as emerging issues of importance.
- Assign a FBDC professional team to the FRC work plan;
- Conduct regularly scheduled update and assignment call with FRC and or Fayetteville Partnership members.

III. PARTIES

The Agreement shall be between FBDC and FRC.

IV. TERM OF THE AGREEMENT

This Agreement shall commence on July 1, 2014, and continue until June 30, 2015 and in accord with the fee schedule presented in Section V. Either party may terminate the contract at any time with sixty (30) days written notice.

V. FEES

During the term set forth above, FBDC shall provide professional consulting services on a fixed fee basis of \$7,500 per month. This monthly fee compensates FBDC for fulfilling the scope of work outlined in Section II above with the exception of incidental expenses such as communication (teleconferences, courier, and overnight delivery service and related costs), travel, meals, extraordinary copying and mailing costs. All such expenses will be reimbursed at cost but will be capped at \$3,750 during the duration of the contract. Should FRC request a change in the scope of work or other circumstances produce the need for services not contemplated in the agreed monthly fee, FBDC may propose an adjustment to the monthly fee

for the additional services subject to the written approval of FRC. All professional fees and allowable expenses shall be paid within thirty (30) days of submission of a bill to FRC. Fees not paid within thirty (30) days may be subject to interest charges.

VI. CANCELLATION

Either party may cancel this contract, without cause, with thirty (30) days' written notice.

VII. CONFIDENTIALITY AND CONFLICTS OF INTEREST

FBDC shall maintain the confidentiality of all proprietary client information. FBDC shall not accept any potential client matter in conflict with the work to be performed for FRC hereunder during the time that FBDC is working on these FRC matters.

VIII. AMENDMENT

This Agreement may be amended or supplemented only by written agreement of FRC and FBDC.

IX. WAIVER OF BREACH

Any failure of FBDC or FRC to comply with any provision of this Agreement may be expressly waived in writing, but such waiver shall not be construed as a waiver of or an estoppel with respect to any subsequent breach.

X. INDEPENDENT CONTRACTOR

FBDC is retained by FRC for the sole purpose and to the extent set forth in this Agreement. FBDC's relationship with FRC during the term of this Agreement shall be that of an independent contractor. FBDC may represent, perform services for, or be employed by such additional clients as FBDC sees fit, subject to Section VII above. FBDC shall have the right to select the means, manner, and method of performing its services under this Agreement. FBDC shall not be considered to be an employee, partner, or agent of FRC by reason of the provisions of this Agreement or otherwise. FBDC may, at FBDC's own expense, use employees or subcontractors to perform the consulting services, or upon prior approval of the client, the employees or subcontractors will be added to the monthly invoice.

XI. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given if delivered by hand or by telecopy (fax), and by mail and addressed to FRC at the following address:

Douglas Peters
Fayetteville Regional Chamber
1019 Hay Street,
Fayetteville, NC 28305
910-484-4242 Ext. 228

or to FBDC at the following address:

David Gogol
FaegreBD Consulting
1050 K Street, NW
Washington, DC 20001
202.312.7400
202.312.7401 fax

All notices complying with this section shall be deemed to have been received on the date of delivery if delivered by hand or telecopy (FAX).

Invoices shall be delivered by mail to FRC and be addressed to the following address:

Douglas Peters
Fayetteville Regional Chamber
1019 Hay Street,
Fayetteville, NC 28305
910-484-4242 Ext. 228

XII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Except as otherwise provided herein, neither party shall have the right to assign, transfer, or delegate, whether involuntarily or by operation of law, any right or obligation under this Agreement, without the prior written consent of the other party. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.

XIII. SEVERABILITY

If any provision of the Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

XIV. NATURE OF SERVICES

FBDC is a consulting services division of the law firm Faegre Baker Daniels LLP. FBDC does not provide legal services. The protections of the attorney-client relationship do not apply to FBDC services. Any required legal services will be provided by Faegre Baker Daniels under a separate agreement. FRC is under no obligation to use the services of both FBDC and Faegre Baker Daniels. FBDC complies with the Federal Lobbying Disclosure Act if those requirements apply to services under this Agreement.

XV. GOVERNING LAW

FBDC and FRC acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the District of Columbia.

XVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties.

XVII. APPROVAL

FBDC and FRC enter into this Agreement according to the terms outlined in this document.

Ms. Cannon stated the county had a six-month agreement with FaegreBD Consulting to develop the federal agenda and the Fayetteville Regional Chamber and City of Fayetteville are moving forward with finalizing a contract with FaegreBD Consulting for a twelve-month period. Ms. Cannon also stated due to recent issues regarding the potential reduction in the troops, the Board's approval is being requested at this special meeting to enter into the contract through the partnership so the county can begin implementing with FaegreBD Consulting the federal agenda that the Board adopted in June, 2014.

Ms. Cannon stated the cost would be \$90,000 per year (\$7,500 per month), which is less than the previous contract, and would be split by the three partners. Ms. Cannon stated FaegreBD Consulting has already started to work on meetings with the Office of Economic Adjustment, which is under the Department of Defense, to begin discussions about the impact of any military drawdowns on this community.

MOTION: Chairman Council moved to continue participation in the legislative partnership.

SECOND: Commissioner Edge

VOTE: UNANIMOUS (6-0)

4. ORDINANCE FOR PROPERTY LOCATED AT 7836 AMESBURY ROAD, FAYETTEVILLE, N.C.

Chairman Council stated Lee Herrera is present at the meeting because he learned after purchasing the property located at 7836 Amesbury Road for \$29,000 that the structure was scheduled to be demolished on July 23, 2014. Chairman Council stated Mr. Herrera was informed that this was the only meeting of the Board prior to the date of demolition. Chairman Council stated Mr. Herrera is requesting additional time to have the soil tested and if the soil is

found to be unsuitable, to move the structure. Chairman Council stated Mr. Herrera indicated he will clean the yard.

Chairman Council recognized Mr. Herrera who stated he is requesting an additional 180 days to conduct the appropriate testing to determine whether the property can be brought up to code and to determine whether the issues associated with the soil and the septic can be satisfied. Mr. Herrera stated he will take care of the structure and the yard.

Commissioner Edge asked whether it was standard procedure once the Board condemns a property for it to go up for bid before it is demolished. Commissioner Edge stated it seems that once a property is condemned, the standard procedure should be to demolish it and then place the land up for auction. Ms. Cannon stated she would discuss with Tom Lloyd, Planning and Inspections Director, because she was not certain of the actual process the property had been through.

Chairman Council stated she does not fully understand why, following the Board's adoption of the ordinance on April 22, 2014 to demolish the structure, the property was subsequently sold to Mr. Herrera in July.

Commissioner Keefe stated this property has been involved in a process for over two years and county staff said the property was uninhabitable. Commissioner Keefe expressed disappointment that county staff were not present since the issue was on the agenda. Chairman Council stated the issue was first brought to her attention by Mr. Herrera on the night of July 4th.

Commissioner Keefe asked Mr. Herrera whether this would be his primary residence. Mr. Herrera responded he planned to move his parents onto the property. Commissioner Keefe stated the property purchased by Mr. Herrera at auction was not valued as a residential house. Commissioner Keefe suggested that the Board take no action until such time as county staff can further explain the history and the process. Discussion followed.

Rob Hasty, Assistant County Attorney, asked Mr. Herrera whether he hired an attorney or whether a title search had been conducted on the property. Mr. Herrera stated a buyer can almost never get title insurance on a tax foreclosure so even a rudimentary title search is usually worthless.

Commissioner Faircloth asked what would be necessary to delay the demolition. Mr. Hasty stated a motion for an order to stay enforcement of the ordinance would be necessary. Commissioner Faircloth stated even though Mr. Herrera requested 180 days, he felt 90 days would give him sufficient time to figure out what can be accomplished and if Mr. Herrera makes progress within the 90 days, the Board can consider another 90 days.

MOTION: Commissioner Faircloth moved to stay enforcement of the ordinance for ninety days to give Mr. Herrera a chance to get everything together and to give county staff a chance to advise the Board.

SECOND: Chairman Council

DISCUSSION: Commissioner Edge asked inquired regarding the date the ninety days would begin.

FIRST AMENDED MOTION: Commissioner Faircloth moved to stay enforcement of the ordinance for ninety days to give Mr. Herrera a chance to get everything together and to give county staff a chance to advise the Board, and that the ninety days begin on July 7, 2014.

SECOND: Chairman Council

DISCUSSION: Commissioner Keefe stated his understanding is that the property sold twice before Mr. Herrera purchased it and each time the owners walked away from the property thereby opening up the process once again. Commissioner Keefe stated should Mr. Herrera walk away from the property, it could extend the process for an additional twelve months. Commissioner Keefe concurred with Commissioner Edge that there was a lack of communication between county legal and the Tax Assessor's office regarding the property. Chairman Council asked that the record

reflect a request for a written opinion from county legal, the Tax Assessor's office and the Planning and Inspections Department. Commissioner Melvin suggested that the motion also reflect the property owner is to clean up the property within two weeks.

SECOND AMENDED MOTION: Commissioner Faircloth moved to stay enforcement of the ordinance for ninety days to give Mr. Herrera a chance to get everything together and to give county staff a chance to advise the Board, that the ninety days begin on July 7, 2014, and that this is contingent on the property owner cleaning up the property within two weeks.

SECOND: Chairman Council

DISCUSSION: Chairman Council repeated her request for the written opinions. Mr. Hasty stated he would confer with County Attorney Rick Moorefield. Commissioner Edge asked that the process also be cleaned up and stated once the Board acts on a property, it should be demolished before it goes through tax foreclosure in order to avoid this type of situation.

VOTE ON SECOND AMENDED MOTION: PASSED (6-1) (Commissioners Evans, Melvin, Edge, Council, Faircloth and King voted in favor; Commissioner Keefe voted in opposition)

The order as follows was signed by the Chairman and recorded in the Register of Deeds on July 7, 2014.

**ORDER OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS TO STAY
ENFORCEMENT OF THE ORDINANCE ENACTED APRIL 22, 2014, DIRECTING THE
REHABILITATION OR DEMOLITION OF A STRUCTURE IN VIOLATION OF THE
CUMBERLAND COUNTY MINIMUM HOUSING CODE**

This matter being heard at the Special Called Meeting of the Cumberland County Board of Commissioners on July 7, 2014, hearing the request of Mr. Lee Herrera for additional time to conduct soil and related tests on the subject property, 7846 Amesbury Rd., Fayetteville, NC, said property Mr. Herrera reported that he purchased at a Cumberland County Tax Foreclosure Sale for \$29,000.00, and said property subject to an Ordinance enacted April 22, 2014, directing its demolition.

WHEREFORE, having heard from Mr. Herrera, the Board of Commissioners hereby Order the enforcement of the Ordinance enacted April 22, 2014, be stayed for ninety (90) days from July 7, 2014, with Mr. Herrera further ordered to maintain the property and grounds during the period of the stay.

This 7th day of July, 2014.

MOTION: Commissioner Edge moved to adjourn.

SECOND: Commissioner Melvin

VOTE: UNANIMOUS (7-0)

There being no further business, the meeting adjourned at 9:03 a.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board