

**Mayor**  
John Aneralla

**Mayor Pro-Tem**  
Danny Phillips

**Commissioners**  
Melinda Bales  
Dan Boone  
Mark Gibbons  
Charles Guignard  
Rob Kidwell

**Town Manager**  
Gregory H. Ferguson



**Department Heads**  
Max Buchanan, Public Works  
Bill Coxe, Transportation  
Jackie Huffman, Finance  
Michael Jaycocks, Parks&Rec  
Jack Simoneau, Planning  
Cleveland Spruill, Police Chief

**Assistant Town Manager**  
Gerry Vincent

**Town Clerk**  
Janet Pierson

**Town Attorney**  
Bob Blythe

**AGENDA**  
**Regular Town Board Meeting**  
**April 18, 2016 - 6:30 PM**  
**TOWN HALL (101 Huntersville-Concord Road)**

**I. Pre-meeting**

- A. Budget Work Session including Major Capital projects. (5:00 p.m.)
- B. Main Street Project Public Officials Informational Workshop. (6:15 p.m.)

**II. Call to Order**

**III. Invocation - Moment of Silence**

**IV. Pledge of Allegiance**

**V. Mayor and Commissioner Reports-Staff Questions**

- A. Mayor Aneralla (Metropolitan Transit Commission, Commerce Station Management Team)
- B. Commissioner Bales (Lake Norman EDC, Lake Norman Transportation Commission, Lake Norman Education Collaborative)
- C. Commissioner Boone (Public Safety Liaison, Land Development Ordinances Advisory Board)
- D. Commissioner Gibbons (NC 73 Council of Planning, Veterans Liaison)
- E. Commissioner Guignard (Centralina Council of Governments, Planning Coordinating Committee)
- F. Commissioner Kidwell (Charlotte Regional Transportation Planning Organization, Olde Huntersville Historic Society)
- G. Commissioner Phillips (Lake Norman Chamber Board, Visit Lake Norman Board)

**VI. Public Comments, Requests, or Presentations**

- A. Presentation of Relay for Life Proclamation.

**VII. Agenda Changes**

- A. Agenda changes, if any.
- B. Adoption of Agenda.

**VIII. Public Hearings**

- A. Conduct Public Hearing to designate as a historic landmark the property known as the "Walters Barbershop" (including the interior and exterior of the building and parcel of land associated with Tax Parcel 01904106) located at 114 S. Main Street. (*Sushil Nepal*)

**IX. Other Business**

- A. Consider policy decisions related to level of service and potential cost savings over 7-year life of new solid waste contract. (*Max Buchanan/Bobby Williams*)

**X. Consent Agenda**

- A. Adopt the minutes of the April 4, 2016 Regular Town Board Meeting. (*Janet Pierson*)
- B. Approve budget amendment appropriating funds received in the amount of \$2,640.67 from Lake Norman Charter School for the month of December 2015 to the Police Department's budget for overtime, benefits and vehicle cost. (*Jackie Huffman/Chief Spruill*)
- C. Adopt Resolution authorizing sale of property (Lots 58 and 59 in Harvest Pointe subdivision). (*Gerry Vincent*)
- D. Authorize the Town Manager to execute the Disaster Related Debris Removal Agreement. (*Gerry Vincent*)
- E. Authorize the Town Manager to execute new Cooperative Agreement with Safe Alliance to provide services to Huntersville victims of domestic violence and sexual assaults. (*Chief Spruill*)
- F. Call a public hearing for Monday, May 16, 2016 at 6:30 p.m. at Huntersville Town Hall on Street Name Change Petition, a request by University City Church to rename all of New Birth Drive to University City Church Drive. (*Meredith Nesbitt*)

**XI. Closing Comments**

**XII. Adjourn**

To speak concerning an item on the Agenda, please print your name and address on the sign-up sheet on the table outside the Board Room prior to the meeting. If you wish to speak concerning an item that is added to the Agenda during the meeting, please raise your hand during that item. Each speaker will be limited to no more than 3 minutes. The Mayor, as the presiding officer may, at his discretion, shorten the time limit for speakers when an unusually large number of persons have signed up to speak.

**AS A COURTESY, PLEASE TURN CELL PHONES  
OFF WHILE MEETING IS IN PROGRESS**

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Sushil Nepal, Principal Planner  
**Subject:** Walters Barbershop Historic Designation

---

The Charlotte-Mecklenburg Historic Landmarks Commission is requesting a Public Hearing be held on April 18, 2016 to consider designating the Walters Barber Shop located at 114 S Main St. as a local historic landmark.

**ACTION RECOMMENDED:**

Recommend holding a Public Hearing on April 18, 2016.

**FINANCIAL IMPLICATIONS:**

If the property is designated, the amount of potentially deferrable property taxes would be \$250 for the Town of Huntersville, and \$669 for Mecklenburg County based on the current tax rate and the building's current value.

**ATTACHMENTS:**

Description	Type
☐ Cover Sheet - general Info	Backup Material
☐ Report on Walters Barber Shop	Backup Material
☐ State Historic Preservation Office (SHPO) Comments	Backup Material
☐ Ordinance	Ordinance

**Walters Barber Shop**  
112-114 Main St., Huntersville, N.C.



The 1920 Walters Barber Shop is an important surviving component of Huntersville's late 19th and early 20th century commercial core. The barber shop was a prominent town

institution that operated in the same location for over fifty years. In small towns in North Carolina before World War II, barber shops served an important role as a center of the social activity for the male population.

The Charlotte-Mecklenburg Historic Landmarks Commission has voted unanimously to recommend that the Board of Commissioners of the Town of Huntersville consider designating the 1920 Walters Barber Shop as a local historic landmark. If the property is designated, the amount of potentially deferrable property taxes would be \$250 for the Town of Huntersville, and \$669 for Mecklenburg County based on the current tax rate and the building's current value.

## Survey and Research Report on the Walters Barber Shop



1. Name and location of the property: The property known as the Walters Barber Shop is located at 112-114 South Main Street, Huntersville, N.C.

2. Name and address of the current owner of the property:

Cross Building LLC  
1050 Riverside Ave.  
Hopewell VA 23860

3. Representative photographs of the property: This report contains representative photographs of the property.

4. A map depicting the location of the property:



5. Current Tax Parcel Reference and Deed to the property: The tax parcel number of the property is 01904106. The most recent deed to this property is recorded in Mecklenburg County Deed Book 28945, page 612.

6. A brief historical sketch of the property: This report contains a brief historical sketch of the property prepared by Stewart Gray.

7. A brief architectural description of the property: This report contains a brief architectural description prepared by Stewart Gray.

8. Documentation of why and in what ways the property meets the criteria for designation set forth in N.C.G.S 160A-400.5.

a. Special significance in terms of its history, architecture and/or cultural importance: The Commission judges that the property known as the Walters Barber Shop possesses special significance in terms of Huntersville and Mecklenburg County. The Commission bases its judgment on the following considerations:

1) The 1920 Walters Barber Shop is an important surviving component of Huntersville's late 19<sup>th</sup> and early 20<sup>th</sup> century commercial core.

2) The Walters Barber Shop was a prominent town institution that operated in the same location for over fifty years. In small towns in North Carolina before World War II, barber shops often served an important role as a center of the social activity for the male population.



b. Integrity of design, setting, workmanship, materials, feeling and/or association: The Commission contends that the architectural description prepared by Stewart Gray demonstrates that the property known as the Walters Barber Shop meets this criterion.

9. Ad Valorem Tax Appraisal: The Commission is aware that designation would allow the owner to apply for an automatic deferral of 50% of the Ad Valorem taxes on all or any portion of the property which becomes a "historic landmark." The current appraised value of the property is \$164,000.

10. Portion of the Property Recommended for Designation. The commercial building and the land associated with tax parcel number 01904106.

Prepared by Stewart Gray  
March, 2016

## Summary of Historic Significance



The Walters Barber Shop was built in 1920 by Huntersville businessman John Henry Walters. The storefront on the right (now 112 South Main) served as the barber shop where Mr. Walters cut hair and employed two additional barbers. The barber shop also offered shoe shines and a public shower, which was in demand as many of Huntersville's dwellings did not have in-door plumbing in the 1920s. The left storefront (now 114 South Main) was built as a "notions" store operated by John Henry's wife Annie Hellard Walters. Notions stores were a common feature of the commercial landscape early in the 20<sup>th</sup> century. The stores sold ribbons, buckles, buttons, and other items that were in demand when many women made their own, and their family's clothes.





**John Henry Walters is the barber to the right, ca. 1925**

With the death of John Henry Walters in 1934, the property passed to his son Tommy Walters who continued to operate the business. During the Great Depression the notions store closed, and Tommy Walters converted the second storefront into an apartment and moved his family into the space beside his barber shop around 1940. The building continued to operate as a barber shop until Tommy Walters death in 1974.



**John and Paul Walters (unknown friend center) around 1946, at the rear of the Walters Barber Shop. The door to the right led to their apartment. The door on the left led to the barber shop.**

Despite alterations to the façade, the Walters Barber Shop has retained much of its historic character. The majority of the exterior is essentially intact. Interior features include a pressed-metal ceiling, plaster walls, concrete floors, woodwork, and the intact original floorplan.

The Walters Barber Shop is an important historic artifact for Huntersville. Of the row of twelve commercial buildings that once lined the west side of Main Street, today only seven remain; and one of those, the Lee Mullen Building at 110 South Main, is in a highly deteriorated state. Designation and preservation of the Walters Barber Shop would help preserve the commercial history and the historic architectural character of the town. And would do much to demonstrate the important role that barber shops played in North Carolina's small rural towns early in the 20<sup>th</sup> Century.

### **Historic Context Statement**

Huntersville was chartered in 1887. Like other towns in Mecklenburg County, Huntersville was a railroad town and grew around the Atlantic, Tennessee and Ohio Railroad, the tracks of which run parallel to Main Street. The railroad spurred the development of higher education in Huntersville with the establishment in 1878 of the Huntersville High School Academy, which was one of the first of two high schools in western North Carolina. In 1898, Anchor Mills

established a plant in Huntersville. In spite of this 19<sup>th</sup> century development, Huntersville remained a small town, essentially serving as a rural commercial hub for the largely agricultural community that occupied a large swath of northern Mecklenburg County.<sup>1</sup>



**Huntersville, ca. 1975**

A small commercial row grew up along these railroad tracks in the late nineteenth century. What is significant about Huntersville and its small commercial row is that it is exemplary of the rural town in Mecklenburg County. Its development along the railroad connected the town to distant markets and made the town an important commercial center for area farmers and the distribution center for the area cotton crop. The Main Street of Huntersville is similar to the Main Streets of other small Mecklenburg towns, because, like Matthews or Pineville, it is arranged along a railroad. Travelers who went to Huntersville by train arrived in this commercial center of town.<sup>2</sup>

Long time Huntersville resident Kate Ranson Cornue recalls that "downtown" formerly occupied three blocks on Main Street. The businesses she remembers are a meat market, Cross's General Store (later the Ranson Brothers Grocery), J. R. McCurdy's Dry Goods, Sam Holbrook's Grocery Store, Mullen's Drug Store and Walters Barber Shop. A long hitching rack used to stand in front of these businesses for shoppers traveling by horse and cart.<sup>3</sup>

### **A Brief History of the Walters Barber Shop**

In 1920, barber and Huntersville businessman John Henry Walters built a two-store-front commercial building on Huntersville's Main Street. The barber shop was located in the northern storefront of the building (now 112 South Main). John Henry cut hair himself and during the 1920s employed two additional barbers, Luther Douglas and Lorne Davis. The barbershop featured three barber chairs, electric lights, and indoor plumbing with a large boiler with a

capacity of over 100 gallons. The Walters Barber Shop offered more than just haircuts. The building contained two 8' x 8' shower rooms in the rear of the building. A shower cost twenty-five cents; and the barber shop provided the soap, a towel, and a dressing room. This was an important amenity in a town where indoor plumbing was not universal. Farmers from the surrounding country side and mill hands from the nearby Anchor Mill relied on the Walters Barber Shop for both grooming and basic hygiene. According to Paul Walters, John Henry's grandson, the Walters Barber Shop also served the community as a gathering place for the town's men. And the barbers were privy to all of the town's news and gossip. "The barber knew everything in a town like Huntersville." <sup>4</sup>

John Henry died in 1934. This left his 23-year-old son Tommy with the responsibility of maintaining the business. Tommy had to scrape together enough money to buy the barbershop and his father's other properties on the "courthouse steps." And then the young barber, who had been cutting hair since he was 15 years old, was faced with running the business during the Great Depression. Tommy married Annie Hill late in 1934, and they had their first child, John, in 1936.<sup>5</sup>

Annie Hellard Walters's notions business closed at some point during the Great Depression, and in 1940 Tommy decided to move his young and growing family into the empty storefront that shared the building with the barbershop. Tommy and Annie Hill's oldest child, John, was only four years old when the family moved into the former commercial space, the couple's second child, Paul, was three. By erecting partition walls across the width of the narrow space, Tommy divided the former store into multiple rooms. The frontmost room was a living room that doubled as Tommy and Annie Hill's bedroom. Past the front room were two more bedrooms, then a kitchen and toilet in the rear. The rooms opened into each other, as they would in a shotgun-style house. Paul Walters remembers that the living room could be an especially bright room due to the large plate-glass storefront windows. He also recalls that at all hours, loud, fast trains rolled down the nearby tracks, shaking their storefront home. After moving into the store building, the couple had two more children: Patricia was born in 1941, and Betty was born in 1944. <sup>6</sup>



**Walters Family, ca. 1944. Left to right: John, Paul, Betty, Annie Hill, Patricia. The dog is Brownie.**

The barbershop and the family's quarters were connected by a single door in the frame wall that separated the spaces. The family got their hot water from the large boiler in the barber shop, and one of the shop's two shower rooms became the family's private facility. Heat in the family's living space was provided by a "Warm Mornings" coal heater, though Paul Walters remembers that they would burn "anything" in the heater to heat the home. A second heating stove, a trash burner-type, was located in the kitchen along with a kerosene cooking stove. Paul and John would pull a goat wagon along the railroad track, looking for coal that would fall from the steam locomotives and tenders. The coal or any other burnable scraps could be used to heat their home. Paul Walters recalls that when he was a child rats were a significant problem in Huntersville. Rats could tunnel into the "soft" concrete floors of the building and one of the kids' favorite pastimes was watching rats get caught in the big rat traps that they set out.<sup>7</sup>

The flow between the family's apartment on the south side of the building and the barber shop on the north side of the building was fluid. The males in the family took their showers in the barber shop. The family's only radio was located in the barber shop, and they would sit in the shop at night listening to the broadcasts. The boys worked in the barber shop shining shoes.<sup>8</sup>

Tommy Walters was not able to hire additional barbers as his father had, and worked alone for the rest of his career. According to Paul Walters, business during the Great Depression was bad. The prosperity of the war years was tempered for the Walters Barber Shop because so many young men, his best customers, were in the military services. Tommy would keep the barber shop open in the evening until there were no more customers, which was typically around supper time. Aside from the family using the shop as an extension of their home, friends of Tommy



would sometime come by afterhours including a barber shop quartet that would practice in the space.<sup>9</sup>

In 1952, at the urging of Annie Hill, Tommy Walters built a new house on Concord Road, and the family moved out of the Main Street building. During World War II Annie Hill had begun working a shift at the Anchor Mill in Huntersville. Around 1950 she began attending beauty school and trained to become a beautician. With the southernmost storefront available, Annie Hill opened the Annie Hill Walters Beauty Shop in the space. For the next two decades, Annie Hill and Tommy ran their businesses side-by-side. Both businesses did well during the 1950s, although the bathing business at the barber shop ended when plumbing was installed in all of the mill village houses after World War II. Business at the barbershop fell off significantly during the 1960s as men began to let their hair grow longer, while the Annie Hill Walters Beauty Shop thrived. Tommy worked as a barber in his shop until his death in 1972. Annie Hill continued to work in the building until around 1974 when she moved her beauty shop to Highway 115. Annie Hill leased the building to various barbers and beauty salons until 1980.<sup>10</sup>



**Walters Barber Shop, ca. 2000**

Cecil Bradford bought the property from Annie Hill in 1980.<sup>11</sup> The two commercial spaces were subdivided into smaller commercial spaces, and the original storefronts with recessed entrances were rebuilt with flush frame walls. The final tenants included a beauty shop and a record store. The building has been vacant since around 2010.



## Architectural Description



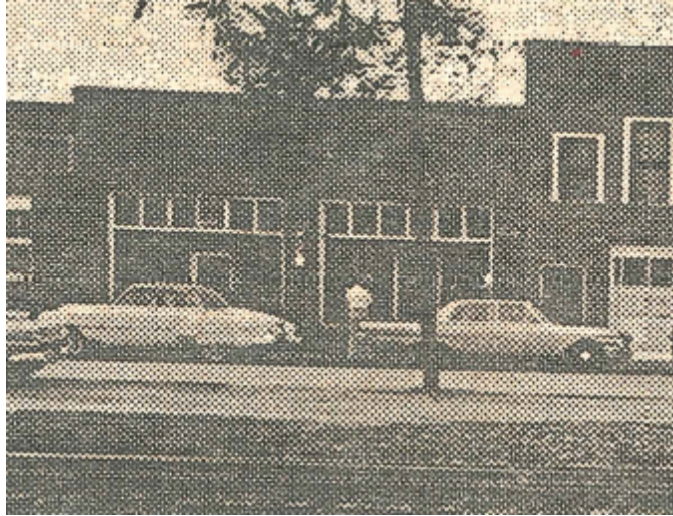
The Walters Barber Shop is a one-story, flat-roofed commercial building in a small row of commercial building along Main Street in Huntersville. The building faces east and abuts the sidewalk along Main Street, and sits 65 feet west of the former AT&O Railroad line that runs north-south through Huntersville and parallels Main Street. To the north the Walters Barber Shop is abutted by the ca. 1945 two-story, brick Lee Mullen Building at 110 South Main. Another storefront building once abutted the barber shop to the south, but was demolished in the 1980s. The barber shop sits on a .268-acre lot that is otherwise vacant. Maxwell Avenue runs along the rear of the property.





The façade features two storefront openings. Each opening originally featured a recessed door centered between large plate-glass windows that rested on brick knee walls, and were topped with a large transom composed of six roughly square sash.





Walters Barber Shop, ca. 1965

The openings have retained the outer members of the plate-glass window frames, the transom window frames, and portions of the brick knee walls. The transom window sash are in storage. Currently the openings are filled with framing covered with plywood panels and pierced by replacement doors. The façade features a veneer of nicely finished brick laid in running bond, over the structural brick wall which is laid in American bond. The two bays are each topped with a soldier course. The front wall is topped with a parapet. The parapet is topped with a parged corbelled brick cap.



The blank brick wall of the south elevation has been covered with stucco. The wall is topped by a stepped parapet. Two engaged, simple rectangular brick flues rise from the parapet wall.



The rear of the building is four bays wide. It is sheltered by a non-original hipped porch supported by metal posts. The rear wall is laid in American bond, and is covered with stucco. The fenestration is symmetrical. The center two bays contain doors. The original door frames are extant, but now contain modern replacement doors. The doors are topped with single-light-sash transoms, now covered with plywood. The outer bays are window openings, now infilled with framing and plywood panels and contain air conditioner units.





The interior of the building is divided equally by an original frame wall that runs from the front to the rear wall. A single doorway in the interior wall in the rear section of the building connects the two spaces. The interior space was divided late in the 20<sup>th</sup> century into four roughly equally sized commercial spaces. Four small bathrooms were added, each serving one of the commercial spaces, to the middle of the building, separating the front from the rear sections. The original concrete floor is extant in the two front sections, but a new raised (6 inches) concrete floor was added in the rear of the building, probably to accommodate the plumbing for the bathrooms.



The building features a pressed tin ceiling throughout. The ceiling is now obscured by a drop ceiling. The exterior walls are plastered. Some of the original plaster of the interior frame wall has been replaced with wallboard. Simple moulded trim around the doors, and ceiling has survived. An original large mirror in the barber shop has survived. It features decorative moulding around the glass, and brackets that once supported a shelf.



---

<sup>1</sup> P.M. Stathakis "Historical Overview of Commercial Row," from "Commercial Row of Four Buildings at 100, 102, 104, & 106 Main Street, Huntersville, N. C." 1992.

<sup>2</sup> This paragraph taken largely from P.M. Stathakis "Historical Overview of Commercial Row"

<sup>3</sup> This paragraph taken largely from P.M. Stathakis "Historical Overview of Commercial Row"

<sup>4</sup> Entire paragraph and quote, Interview with Paul Walters 2-18-16

<sup>5</sup> Interview with Paul Walters 2-18-16

<sup>6</sup> Interviews with Paul Walters 2-18-16 and 2-22-16

<sup>7</sup> Interview with Paul Walters 2-22-16

<sup>8</sup> Interviews with Paul Walters 2-18-16 and 3-7-16

<sup>9</sup> Interviews with Paul Walters 3-7-16 and 3-9-16

<sup>10</sup> Interview with Paul Walters 3-7-16

<sup>11</sup> Mecklenburg County Register of Deeds 09263-780 09/23/1997





**North Carolina Department of Natural and Cultural Resources  
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Pat McCrory, Governor  
Susan Kluttz, Secretary  
Kevin Cherry, Deputy Secretary

Office of Archives and History  
Division of Historical Resources

April 1, 2016

Stewart Gray  
Preservation Planner  
Charlotte-Mecklenburg Historic Landmarks Commission  
2100 Randolph Road  
Charlotte, NC 28207

RE: Landmark Designation Report for the **Walters Barber Shop, 112-114 South Main Street,  
Huntersville, Mecklenburg County**

Dear Mr. Gray:

Thank you for the report for the above-cited property which is being proposed for landmark designation. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160A-400.4.

The Walters Barber Shop building was constructed in 1920 and the north storefront was a barber shop from 1920 to 1972. The south storefront was a notions shop from 1920 to 1934, and the home of the Walters family from 1940 to 1952. The barber shop operated through two generations of the Walters family, surviving the Depression and World War II, and thriving during the 1950s. The historic integrity of the building has been lessened through the enclosure of both storefronts and the boarding up of the rear windows. On the interior the residential rooms in the south storefront space no longer exist and both commercial spaces have been remodeled. With these comments in mind, we believe the local governing board now has sufficient information to determine whether or not the Walters Barber Shop qualifies for local landmark designation.

Landmark designation means the community recognizes a property as an important historic resource worthy of preservation. Any substantial exterior design changes to a designated landmark are subject to the design review procedures of the Charlotte-Mecklenburg Historic Landmarks Commission. The owner may apply for an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains significance and integrity.

If the local governing board wishes to extend the Commission's design review authority to significant features of the interior, the owner must give written consent. The designation ordinance must specify the features and describe the nature of the Commission's design review authority over them.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Charlotte-Mecklenburg

April 1, 2016

Page 2

Historic Landmarks Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of the Walters Barber Shop. Please contact me at 919-807-6575 should you have any questions about our comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurie Mitchell', with a stylized flourish at the end.

Laurie Mitchell

Local Preservation Commissions / CLG Coordinator

CC: Commission Chair

Enclosure

Ordinance – Walters Barber Shop

**Ordinance designating as a Historic Landmark a property known as the “Walter Barber Shop” (Listed under Tax Parcel Number 01904106 and including the interior and exterior of the building and the land associated with Mecklenburg County tax parcel 01904106 listed in the Mecklenburg County Tax Office as of April 1, 2016). The property is owned by Cross Building LLC and is located at 114 South Main Street, Huntersville, N.C.**

---

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 19, as amended, of the General Statutes of North Carolina have been met; and

WHEREAS, the members of the Board of Commissioners of the Town of Huntersville, North Carolina, have taken into full consideration all statements and information presented at a public hearing on the 18th day of April, 2016 on the question of designating a property known as the Walters Barber Shop as a historic landmark; and

WHEREAS, the members of the Charlotte-Mecklenburg Historic Landmarks Commission have taken into full consideration all statements and information presented at a public hearing held on the 11th day of April, 2016 on the question of designating a property known as the Walters Barber Shop as a historic landmark; and

WHEREAS, the 1920 Walters Barber Shop is an important surviving component of Huntersville's late 19th and early 20th century commercial core; and

WHEREAS, the Walters Barber Shop was a prominent town institution that operated in the same location for over fifty years; and

WHEREAS, as was typical in small towns throughout North Carolina, in Huntersville before World War II Walters Barber Shop served an important role as a center of the social activity for the male population; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has demonstrated that the property known as Walters Barber Shop possesses special significance in terms of its history, architecture, and/or cultural importance; and

WHEREAS, the property known as the Walters Barber Shop is owned by the Cross Building LLC.

NOW, THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

1. That the property known as the "1920 Walters Barber Shop" (Listed under Tax Parcel Number 01904106 and including the interior and exterior of the building and the land associated with Mecklenburg County tax parcel 01904106 listed in the Mecklenburg County Tax Office as of April 1, 2016) is hereby designated as a historic landmark pursuant to Chapter 160A, Article 19, as amended, of the General Statutes of North Carolina. The location of said landmark is noted as being situated at 114 South Main Street in Huntersville, N.C. Exterior and interior features are more completely described in the *Survey and Research Report on the Walters Barber Shop (2016)*.

2. That said interior and exterior are more specifically defined as the historic and structural fabric, especially including all original interior and exterior architectural features and the contours of landscaping.

3. That said designated historic landmark may be materially altered, restored, moved or demolished only following issuance of a Certificate of Appropriateness by the Charlotte-Mecklenburg Historic Landmarks Commission. An application for a Certificate of Appropriateness authorizing the demolition of said landmark may not be denied, except if such landmark is judged to be of State-wide significance by duly authorized officials of the North Carolina Division of Archives and History. However, the effective date of such Certificate may be delayed in accordance with Chapter 160A, Article 19, and amendments thereto, and hereinafter adopted.

4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances or regulations. Owners of locally designated historic landmarks are expected to be familiar with and to follow *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for*

*Rehabilitating Historic Buildings*, the guidelines used by the Charlotte-Mecklenburg Historic Landmarks Commission to evaluate proposed alterations or additions.

5. That a suitable sign may be posted indicating that said property has been designated as a historic landmark and containing any other appropriate information. If the owner consents, the sign may be placed on said historic landmark.

6. That the owners of the historic landmark known as the Walters Barber Shop be given notice of this ordinance as required by applicable law and that copies of this ordinance be filed and indexed in the offices of the Town Clerk, Building Standards Department, Mecklenburg County Register of Deeds, and the Tax Supervisor, as required by applicable law.

7. That which is designated as a historic landmark shall be subject to Chapter 160A, Article 19, of the General Statutes of North Carolina as amended, and any amendments to it and any amendments hereinafter adopted.



Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the members of the Board  
of Commissioners of the Town of Huntersville, Mecklenburg County, North Carolina.

\_\_\_\_\_  
Clerk to Town Board

Approved as to form:

\_\_\_\_\_  
Town Attorney

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Bobby Williams / Max Buchanan  
**Subject:** Consider Options for Next Solid Waste Contract

---

At the March 7, 2016 Board of Commissioners Meeting, the Board approved awarding the contract for solid waste services to Advanced Disposal for a 7-year term at a cost of \$14.25 per household (the current rate is \$14.34) for all new trucks and carts. As part of that motion, the Board directed staff to work with Advanced Disposal to determine if any additional savings can be effective in the final contract and report back to the Town Board with the results.

Staff reported back on the options for savings at the April 4th Town Board meeting and staff is formally presenting them at the April 18th meeting as we need policy decisions from the Board as it relates to potential savings in the next contract on two items:

(1) Continuing with existing carts with an estimated 30% replacement over the seven year life of the next contract versus going with all new carts, branded with the town logo;  
and

(2) Continuing to provide service under a residential contract to as many as 200+ grandfathered businesses in the downtown/old town area versus discontinuing service to those businesses and removing them from the household count under the contract.

These will have implications as to the amount of savings but will also impact the level of service provided to the residents. Once we have the Board's decision, we will finalize and execute the contract as the Board authorized the Town Manager to do on March 7th.

**ACTION RECOMMENDED:**

Consider policy decisions related to level of service and potential cost savings over 7-year life of new solid waste contract.

**FINANCIAL IMPLICATIONS:**

See attached.

**ATTACHMENTS:**

Description	Type
□ Staff Update on Process and Potential Savings / Policy Decisions Needed to Finalize Contract	Staff Report

## **April 18, 2016 Town Board Meeting**

### **Board Decision on Policy Decisions Related to Execution of 2016-2023 Solid Waste Services Contract**

#### **Background:**

The Town originally bid out services in November of 2015. A pre-bid meeting was held December 15, 2015 at Town Hall and eight firms attended. Six proposals were received by the deadline of January 14, 2016. Of those six, the board directed staff to go back to the two lowest bidders. The two lowest were a 5-year proposal using existing equipment with a phased replacement approach from incumbent Advanced Disposal and 7-year proposal with new carts, trucks and equipment from Republic. Staff reached out to both companies to get a final re-bid for services with new carts, trucks and equipment for five and seven year timeframes. Advanced Disposal has the lowest bid over both five and seven years, with the lowest being a 7-year contract at \$14.25/household (\$7.98/MSW, \$3.99/YW, \$2.28/REC).

At the March 7, 2016 Board of Commissioners Meeting, staff presented these options to the town board. Commissioner Kidwell made a motion to award the contract for solid waste services to Advanced Disposal for a 7-year term and direct staff to work with Advanced to determine if any additional savings can be effective in the final contract and report back to the Town Board with the results. Commissioner Guignard seconded motion.

Motion carried 4 to 2, with Commissioners Bales and Boone opposed.

Additionally, Commissioner Gibbons added that some teeth should be added to the new contract to protect the town and penalize the contractor in the event of service issues.

#### **Status Update for Board / Need for Policy Decisions Regarding Provision of Services Going Forward**

Staff has met with Advanced Disposal multiple times since the March 7<sup>th</sup> meeting to discuss options for additional savings. The board also asked us to look at adding teeth to encourage the best performance from the contractor and we are working on penalties and liquidated damages to the next contract. While we've been successful determining options to lower the price further, the options present policy decisions, such as whether or not to continue providing collection services to the 250 or so downtown business addresses (based on Advanced Disposal's estimate) that have been grandfathered into the services contract for at least the past 15 or more years at no cost and/or whether or not to continue with the existing carts that still have life left in them. That said, we've already met with Mecklenburg County Solid Waste and may have some options on the recycling side to continue providing some of these services without additional costs to the businesses in the immediate downtown and possibly other locations conducive to a shared recycling dumpster. Advanced Disposal is also willing to offer the same municipal rate to any affected commercial customers by discontinuing this service. The board will need to consider these items as part of the final price negotiation as the town finalizes its new solid waste services contract (2016-2023).

#### **The options for the final contract breaks down as follows:**

- 1 As Presented March 7<sup>th</sup> (no further savings) – \$14.25
- 2 Existing carts at current level of service – New unit price of \$13.95 / household
- 3 New Carts but eliminate downtown businesses
- 4 Existing carts and remove downtown businesses

A draft of potential savings based on these options annually and over the seven year life of the contract was prepared in advance of the April 4<sup>th</sup> Town Board meeting by Town Engineer and Public Works Director Max Buchanan and presented to commissioners at the conclusion of that meeting.

<u>Option</u>	Unit Price	Avg. Units	Monthly	Annual	7 Years
New Carts + Downtown Commercial Collection	\$14.25	17,889	\$254,918.25	\$3,059,019.00 <i>(base rate)</i>	\$21,413,133.00 <i>(base rate)</i>
New Carts + NO Downtown Commercial Collection	\$14.25	17,638	\$251,341.50	\$3,016,098.00 <b>\$42,921.00</b> <i>(Savings from base rate)</i>	\$21,112,686.00 <b>\$300,447.00</b> <i>(Savings from base rate)</i>
Existing Carts + Downtown Commercial Collection	\$13.95	17,889	\$249,551.55	\$2,994,618.60 <b>\$64,400.40</b> <i>(Savings from base rate)</i>	\$20,962,330.20 <b>\$450,802.80</b> <i>(Savings from base rate)</i>
Existing Carts + NO Downtown Commercial Collection	\$13.95	17,638	\$246,050.10	\$2,952,601.20 <b>\$106,417.80</b> <i>(Savings from base rate)</i>	\$20,668,208.40 <b>\$744,924.60</b> <i>(Savings from base rate)</i>

#### **Policy Questions for Board**

- 1 Do you want to continue providing trash and recycling service free of charge (they do not pay our residential solid waste fee and this is a residential contract) to downtown businesses? These stretch along NC-115 and Gilead/Huntersville-Concord Road and some addresses are utilizing multiple carts.
- 2 Does the board want new carts with the town logo on them for every household in Huntersville? This was an area of interest previously expressed by commissioners prior to the bid package being prepared and sent out.

**Once we know these answers, we will finalize the contract with Advanced Disposal as awarded March 7<sup>th</sup>.**

#### **Impact of Likely Tipping Fee Increases on Final Figures**

One thing that has changed since our RFP process, bid opening and re-bid is that it looks like the county is likely to be raising the MSW disposal fee by \$1.50 per ton from \$29/ton to \$30.50/ton for FY17 with another \$1.50 increase likely for FY18 as well. Yard waste fees are also proposed to increase by \$2 to \$21/ton for FY17 with another \$2 increase in FY19.

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Janet Pierson, Town Clerk  
**Subject:** Approval of Minutes

---

Consider adopting the minutes of the April 4, 2016 Regular Town Board Meeting.

**ACTION RECOMMENDED:**

Approve Minutes

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

Description	Type
□ Draft Minutes	Backup Material

**TOWN OF HUNTERSVILLE  
TOWN BOARD MEETING  
MINUTES**

**April 4, 2016  
6:30 p.m. – Huntersville Town Hall**

**PRE-MEETING**

The Huntersville Board of Commissioners held a pre-meeting at the Huntersville Town Hall at 5:30 p.m. on April 4, 2016.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Mark Gibbons, Charles Guignard, Rob Kidwell and Danny Phillips.

**ASC Update.** Robert Bush of the Arts & Science Council provided update to Board. *Refer to Presentation attached hereto as Exhibit No. 1.*

**Meet and Greet – Huntersville 101.** The Board met with the 2016 Huntersville 101 program participants.

---

**REGULAR MEETING  
TOWN OF HUNTERSVILLE  
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 6:30 p.m. on April 4, 2016.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Mark Gibbons, Charles Guignard, Rob Kidwell and Danny Phillips.

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a moment of silence.

Bill Walsh led the Pledge of Allegiance.

**MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS**

Mayor Aneralla

- Attended the Metropolitan Transit Commission meeting. They are looking at three different scenarios for fare increases.
- Met with mayors of Cornelius and Davidson to talk about collaborating on the MTC to look at bus rapid transit as an alternative to the Red Line and trying to keep the tax dollars generated here in North Mecklenburg and Huntersville.
- Recognized Jackie Huffman, the new Finance Director.



#### Commissioner Bales

- The Lake Norman Economic Development Corporation has 13 active projects that they are currently working in Huntersville.
- The next meeting of the Lake Norman Transportation Commission is April 13 in Davidson.
- North Learning Community Partners in Education Summit will be held on April 26.
- Expressed appreciation to Commissioner Guignard for his calls while she was out of town dealing with family emergency.

#### Commissioner Boone

- The next meeting of the Land Development Ordinances Advisory Board is April 7.
- Attended the Huntersville Police Department Promotion and Awards Ceremony.

#### Commissioner Gibbons

- Participated in the Fireman's Challenge, along with the Mayor.
- The next meeting of the NC 73 Council of Planning is May 26.
- The next Mecklenburg County Veterans Council meeting is April 5. Announced upcoming events that affect Veterans.

#### Commissioner Guignard

- Next Monday is National Lineman Day.
- The next Planning Coordinating Committee is in May. The topic of discussion will be ETJ policing and the way it is dealt with throughout the county.
- Welcomed Jackie Huffman, the new Finance Director.
- Encouraged the Board to consider talking to Cornelius and Davidson about possibly doing a resolution from the three towns about the current school situation similar to one done by the Town of Matthews.
- Commended Police Department for SWAT exercise that took care of quite a few things.

#### Commissioner Kidwell

- The next Olde Huntersville Historic Society meeting is April 6.
- Helping Others Help Themselves (H.O.H.T.) will host job networking event on April 29.
- The next meeting of the Charlotte Regional Transportation Planning Organization is April 20.
- Communications are ongoing with NCDOT and the construction company for the toll lanes to find a resolution to the high frequency of accidents on I-77 in the construction zone and the difficulties emergency services face trying to access the accidents.

#### Commissioner Phillips

- Announced upcoming Lake Norman Chamber events. General Registration is open for the Chamber's 2016 Business Expo that will be held on June 2.
- Have been visiting businesses mainly in the Exit 23 area to remind them of the transportation briefing on April 5.
- Announced the Visit Lake Norman 2015 Making Waves Hospitality award winners and announced upcoming events.
- Reminded everyone that the spring season is here and there are several local events scheduled.

#### **PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS**

Bill Russell, 9449 Mt. Holly-Huntersville Road, announced that the Lake Norman Chamber will host Focus Friday on April 15 on the topic of ocular melanoma. Commended Bobby Williams for his service to the Town.

Mike Hege, 13153 Heath Grove, announced that Realtors Care Day is April 22. Volunteers will assist homeowners with critical home repairs in Iredell and Mecklenburg Counties and will assist the Angels and Sparrow Soup Kitchen in Huntersville with their facility needs.

### **AGENDA CHANGES**

Commissioner Guignard requested that Item F under the Consent Agenda (Accept streets located in the Bryton-Walmart Development for Town maintenance) be moved to Item C under Other Business.

Commissioner Kidwell made a motion to add the following items to the Consent Agenda:

Item J – Adopt Resolution approving Authorization Certificate for Depository Accounts and Treasure Management Services for Wells Fargo.

Item K – Adopt Resolution approving Certificate for Treasury Management Services for Fifth Third Bank.

Item L – Call a public hearing, contingent upon the validation of the submitted application, for Monday, May 2, 2016 at Huntersville Town Hall on Petition #R16-04, a request by Lake Norman Charter School on behalf of the property owners to conditionally rezone 38.8 acres (Parcels 01723306 and 01723312) from Corporate Business to Campus Institutional Conditional District.

Commissioner Phillips seconded motion.

Motion carried unanimously.

Commissioner Guignard made a motion to adopt the agenda as amended. Commissioner Bales seconded motion. Motion carried unanimously.

### **PUBLIC HEARINGS**

**Petition #R16-01.** Petition #R16-01 is a request by Lake Norman Charter School on behalf of the property owners to conditionally rezone 34.9 acres (parcels 01723306 and 01723302) from Corporate Business to Campus Institutional Conditional District, located near the corner of Hambright Road and Patterson Road.

Brad Priest, Senior Planner, pointed out that Lake Norman Charter School had submitted a letter requesting to withdraw the petition and to reapply for rezoning for different parcels.

Commissioner Phillips made a motion to accept the withdrawal of Petition #R16-01.

Commissioner Guignard seconded motion.

Motion carried unanimously.

*Letter requesting withdrawal attached hereto as Exhibit No. 2.*

Mayor Aneralla recognized Planning Board members present: Hal Bankirer, Jennifer Davis, Janice Lewis, Bill Walsh and Susan Thomas.

**Anchor Mill Property.** Mayor Aneralla called to order public hearing on the Town's proposed conveyance of land commonly known as Anchor Mill (Tax Parcels 019-022-01 and 019-021-08).

Commissioner Guignard requested to be recused since he owns property in the area.

Bob Blythe, Town Attorney, explained it would be appropriate to recuse Commissioner Guignard from the public hearing and vote. He does have a first amendment right to speak during public comments for the public hearing.

Commissioner Bales made a motion to recuse Commissioner Guignard during this public hearing as well as under Other Business, Item B.

Commissioner Kidwell seconded motion.

Motion carried 5 to 0.

Greg Ferguson, Town Manager, said you have a Resolution Authorizing Sale of Real Property for Economic Development, which is one of the statutory requirements to proceed forward under the relevant statute that you are proceeding under. You also have a Purchase and Sale Contract and Redevelopment Agreement that is related to the Anchor Mill Development and proposal by Bowman Development Group to purchase the Anchor Mill properties. The appraised value of the mill site was \$1.6 million. The offer as it is stated is \$1.35 million in cash plus at least a minimum of \$250,000 in off-site improvements related to transportation. The agreement has been drafted by the Town Attorney and has been reviewed by both parties. The appraised value was \$1.6 million and the consideration that is offered is \$1.6 million in total.

Charles Gelsonliter, 201 Third Street, said I'm not against having this Anchor Mill, but I'm kind of against the plan that was proposed by the developer. It does not incorporate the actual property owners that live on Second Street, which is myself and another resident and wanting to propose to put a road extension on Walker Street through her property which she has lived there for over 40 years and Third Street basically is gone. My property would be gone and have a retail building on top of it. I've always wanted the mill to be developed, but I don't like the plan that was presented in the package.

Nate Bowman, 205 S. Church Street, said let me address his comment. A lot of the planning that you saw in our plan was done based on meetings with the roads people in the Town of Huntersville. When you do the two-way pair the thought was that Church Street could no longer be the main road and Walters Street would have to be the major north/south road that would go through the development. All of the concerns of the neighbors will be addressed in neighborhood meetings as this goes through, so you will have a voice and a chance to sit down before we get the plan before the Town Board. I've been talking about Anchor Mill for 17 years. I would like to bring up two additional points that have come up recently. A couple of the commissioners have voiced concern over the water tower. We did have a pre-meeting with our proposed anchor tenant and the good news for the water tower is that's not the site where they plan to locate their building. We blocked off 10 acres for this particular tenant and it's going to be more towards the Vermillion side. It is our intent during the due diligence period to go ahead and

have it inspected, determine its safety and if it's possible to make sure we go ahead fix it, brand it and make it part of the development.

The other concern that I've heard from several Town Board members is why 14 months. If you vote yes and we get the contract signed within the next week, during the due diligence period usually you are just kind of checking the Brownfield Agreement, doing all your surveying work. We are going to attempt to do our engineering work at the same time, but based on your requirements when we submit this sketch plan over 50 percent of the engineering is already complete, specifically storm water planning. That takes an enormous amount of time to do the storm water plans so we would be lucky if we were able to get that done in three months. And then the shortest time period once we submit it to your Planning staff is four months. But the other two agencies that we have to go through that you don't have as much control over are Mecklenburg County Engineering and North Carolina Department of Transportation. And during all of this we have to have a TIA done. There's a lot of work that goes into it. I would have to say that the best possible case would be 10 months and I'm willing to adjust the contract. I told Bob before the meeting that if we are able to get all this done, it is really kind of geared up with this potential anchor tenant, that we don't want to slow anything down. In fact, this tenant will be driving us to perform as quickly as possible. Those are some of the things I think have come up recently. We've talked about most of the other things and in our pre-meeting obviously we are going to be adjusting this master plan because the anchor tenant rules the ship in terms of how the plan is going to appear. We wanted to make sure that we kept the integrity of the roads that the Town wants and we're actively working on adjusting that plan.

There being no further comments, Mayor Aneralla closed the public hearing.

**Annexation Agreement – Kannapolis.** Mayor Aneralla called to order public hearing to receive comments on a proposed Annexation Agreement with the City of Kannapolis.

Greg Ferguson, Town Manager, said you have two documents before you. One is a Resolution authorizing the execution of an Annexation Agreement with the City of Kannapolis, which basically would prevent either community from annexing into the ETJ area of both towns. It's followed up with an ordinance approving Annexation Agreement between the Town of Huntersville and the City of Kannapolis.

There being no comments, Mayor Aneralla closed the public hearing.

Commissioner Bales made a motion to allow Commissioner Guignard to come back for the vote on Item A – Consider adopting ordinance approving Annexation Agreement.

Commissioner Gibbons seconded motion.

Motion carried 5 to 0.

#### **OTHER BUSINESS**

**Annexation Agreement – Kannapolis.** Commissioner Kidwell made a motion to approve the Resolution adopting the Ordinance approving Annexation Agreement with the City of Kannapolis.

Commissioner Phillips seconded motion.

Motion carried unanimously.

*Resolution, Ordinance and Annexation Agreement attached hereto as Exhibit No. 3.*

Commissioner Bales made a motion to recuse Commissioner Guignard for Item B under Other Business.

Commissioner Kidwell seconded motion.

Motion carried 5 to 0.

**Resolution – Anchor Mill.** Commissioner Kidwell made a motion to adopt Resolution authorizing sale of real property for economic development of the Anchor Mill property to Bowman Development Group, Inc. as set forth in the Purchase and Sale Contract and Redevelopment Agreement.

Commissioner Bales seconded motion.

Commissioner Gibbons said the only discussion I would like to bring up on that and Mr. Bowman actually spoke to the first part, which was the time to close. That's going to be whittled down hopefully as much as possible and he talked about the factors involved. The second thing that I wanted to talk about was as we've put this \$250,000 road improvement part in there, I want to make sure and I talked to Mr. Blythe today that this is not in any way, shape or form a limit. This TIA could have millions of dollars' worth of road improvements and we need to make sure that the developer is taking care of those improvements that are required by the TIA and NCDOT.

Bob Blythe, Town Attorney, said the language that's in there states no less than \$250,000. I do not see that as a limiting factor.

Commissioner Boone said I have several issues on this contract. I'll take them one at a time.

Section 2.13 Property, I just want to be sure that when we are selling this property that there's nothing of value whatsoever on this property that the Town could benefit from financially.

Article III, the Inspection, which includes Section 3.1 through 3.3 in addition 5.1.5 and 5.4.3, this is basically inspection of everything that the Town has gone through and make sure there's no environmental problems, anything that's buried there. I want to be sure that before we sign this document that there's nothing hidden in that soil or on that property, because the Town would be on the hook to clean this up if there is something found in it.

Section 4.3, the removal of the word "substantially." That's getting into the part where it says in the last sentence of that paragraph ".....Required Off-Site Improvements are substantially completed...." I don't think the word "substantially" is needed in that section.

The Section on the Buyer's default and the Seller's default. The only thing the Buyer loses is earnest money of \$25,000 if he defaults. If the Buyer defaults then the Town is still on the hook for improving the area. I would like to see some of the same teeth that's in the Seller's default put into the Buyer's default or increase the earnest money that the Buyer has to put up.

Mr. Blythe said send those to me and I'll go over them with Mr. Bowman and his attorney. I don't see anything substantive with what you are pointing out.

Greg Ferguson, Town Manager, said the Town did clean up the site to the limit of the Brownfield Agreement. The Brownfield Agreement did not call for certain areas to be cleaned. The Buyer is aware of that.

Mr. Blythe said the Buyer is well aware of the Brownfield Agreement and what it requires in accepting the property under the contract with full knowledge of the provisions in the Brownfield Agreement. To be clear, he has an inspection period that he could do additional environmental inspections for things that we have no knowledge of or even if we did have knowledge of and failed to disclose it, he would be able to come to us and either accept the property and we could work things out or he could not accept the property. He does have that right of inspection.

Commissioner Boone said we would still be on the hook for the clean-up, right?

Mr. Blythe said for something else, yes. If there's environmental matters determined that had to be cleaned up by law, that would be our responsibility unless there was something else negotiated.

Commissioner Kidwell said just to be clear, it doesn't matter who we sell it to, we'd be on the hook if they found something.

Mr. Blythe said that is correct.

Commissioner Bales said how much money do we have invested currently in the site?

Mr. Ferguson said the purchase price was \$600,000 and then the clean-up of the mill has amounted to somewhere around \$220,000 or less.

Commissioner Bales said by moving forward with this contract, how much money then are we putting back into the coffers of the Town?

Mr. Ferguson said approximately \$720,000 and that wouldn't count property taxes or business personal property taxes.

Commissioner Phillips said most contracts I've ever dealt with there's a drop dead date and you've got to have a starting and an ending. Even with Mr. Bowman saying he would cut the 14 months, but even in our earlier conversation you never did give a decisive answer on how long we could be strewn out before we got to a closing.

Mr. Blythe said what I said was that the closing date under the present contract is set at 14 months following the effective date, the effective date being the date that the last of the parties sign the agreement, so you can calculate it from that. However, what I did say was if there are matters that are having to be cleared up such as possible environmental matters or something like that, there could be an extension of closing to complete those as long as they have been started in good faith. What I'm not saying is there's an absolute drop dead if we are pursuing everything to be able to close because each side would want to be able to keep it going if everybody's working to get the condition, if there is one, resolved.

Commissioner Phillips said so this could take years to complete.

Mr. Blythe said that's speculation. I think it would be very highly unlikely.

Commissioner Phillips said the way this is done it could be an excuse for rezoning, it could be excuses for transportation or road improvements. Literally, it could just drag on and on and on. Is that true?

Mr. Blythe said that would be true.

Commissioner Phillips said not just environmental, it could be water or just anything, us not completing the two-way pair.

Mr. Blythe said I don't see that the two-way pair is one of those because what we have in there is if we have taken affirmative action to not proceed with the two-way pair, at least the northern portion of it, that is to say north of Huntersville-Concord Road, within one year then he would have the right to get out of it.

Commissioner Phillips said what about Paragraph 7.1 where he basically can at any time walk from this deal.

Mr. Blythe said 7.1 is in the event he defaults and fails to cure the contract after being notified of the default. We could declare him in default and the liquidated money that's on deposit would be liquidated damages payable to us.

Mayor Aneralla said I think maybe some of the concern is as long as the parties are acting in good faith, but when you see one of the parties not acting in good faith what is the remedy for the Town.

Mr. Blythe said if it has come to a point of default, our remedy is to declare him in default. Good faith is a moving target admittedly, but that's basically it and then if he continues in default and does not come forward then you have the remedy of calling for the deposit.

Nate Bowman said part of the reason I hope you select me is that I'm a known quantity in town. The numerous developments we have done over the last 30 years, there's never been a default. We made it through the recession and I think our company's history is pretty strong. To ease your fears, we could increase the earnest money deposit to \$100,000, which I don't think anybody is going to walk away from \$100,000. If that makes the commissioners feel more comfortable, I'm willing to offer that.

Commissioner Boone said I just want to be sure that you are going to do everything you can to protect the water tower.

Mr. Bowman said yes, that will be the first thing in the due diligence.

Commissioner Boone said my last question on the contract, in Section 5.4.2 the last sentence is "The restrictions shall provide that they are for the continuing benefit of the Seller, that Seller may enforce the restrictions whether or not it continues to own any of the Property, and that the restrictions may not be amended without Seller's consent for a period of twenty-five (25) years." I think that 25 years is a long time if the Town decides to go in a different direction. I would like to see that possibly reduced.

Mr. Blythe said I'm sure Mr. Bowman would be glad to do it. I put the extended time in there for our protection so that we would have enforcement rights of the restricted covenants for a longer period of time even if we no longer own any of the property in the area. I would prefer to keep it like this.

Commissioner Kidwell said 19 years ago we purchased this land. We paid to get it cleaned up and ever since then we've been entertaining offers and bids. I think the plan that has come forward, a mixed-use development with retail and living, is what we need downtown. It's the catalyst we need to get everything rolling down here. I think it's a positive thing.

Commissioner Kidwell made a motion to call the question.

Motion carried 4 to 1, with Commissioner Phillips opposed.

Mayor Aneralla called for the vote to adopt Resolution Authorizing Sale of Real Property for Economic Development of the Anchor Mill property to Bowman Development Group, Inc. as set forth in the Purchase and Sale Contract and Redevelopment Agreement.

Motion carried 4 to 1, with Commissioner Phillips opposed.

Commissioner Bales made a motion to bring Commissioner Guignard back.

Commissioner Kidwell seconded motion.

Motion carried 5 to 0.

**Accept Streets – Bryton/Walmart.** Commissioner Guignard expressed concern with accepting the streets in the Bryton/Walmart area since construction will be ongoing in that area for years and the Town only receives a small amount of money from the Powell Bill for the streets.

Max Buchanan, Public Works Director/Town Engineer, explained that the Town needs to be careful about separating the streets in Bryton compared to any other streets that have been added. The Town does not get enough money from Powell Bill allocations to maintain the street system. If we argue that we shouldn't take the streets in Bryton around Walmart because we don't get enough money from the state government, then we should never take streets anywhere in the Town of Huntersville. At some point this Board is going to have to start subsidizing or appropriating ad valorem tax money to help maintain our street system. We have a Street Acceptance Policy that we try to follow with residential subdivisions that there has to be 75 percent build-out in a subdivision before we will consider accepting them. It's hard to apply a build-out percentage in the commercial area. Staff feels comfortable with accepting the streets in the Bryton/Walmart area because the streets were designed to a commercial street standard. We released the bond for the streets in Bryton because AAC who is the developer transferred the requirement to post the bond to Walmart and their project management team. Walmart and their project team did what they promised they would do according to the approved plans. In my mind it would not be fair to hold Walmart and their project management team responsible until the other developments in and around Walmart were developed out. To address some of the concerns about what happens to the streets as construction takes place, etc., we would have to talk to our legal team about do we have the authority to assess roadway maintenance bonds as future development comes online for each building permit and I'm not sure we have the authority to do that, but that's something we could investigate.

Commissioner Guignard said we do have the authority to not take the streets even if it's not because of lack of money from the Powell Bill, but because regardless of the fact that Walmart now owns those streets, knowing from the trucking industry when other things are built in that neighborhood that at



present is the most convenient way for tractor trailers to come into that neighborhood and if they tear up the streets I don't want the Town to be responsible for those streets.

Mr. Buchanan said it's probably more beneficial for us to accept the streets when they are brand new and do not require maintenance so that we can have it on our system for 2-3 years. I'd rather add them when they are new than add them when they are 10 years old and starting to require maintenance. If we are going to add them, we'd just assume add them when they are new because we do realize a little bit of a benefit from the additional revenue.

Commissioner Guignard asked Mr. Buchanan how much the Town would receive.

Mr. Buchanan said it's \$1,000 based on the mileage that we are adding. There's 75 percent of the Powell Bill appropriations related to population, 25 percent of the appropriation is related to the mileage. Generally speaking we get about \$7,000 per mile from the Powell Bill, but only \$1,000 of that is directly attributable to the mileage and I think we're proposing we add about 0.7 mile in the Bryton/Walmart area. If we add it, we'll get about \$7,000 next fiscal year. If we took 100 percent of the Powell Bill money, your streets would only get paved every 25-30 years. We don't spend 100 percent of our Powell Bill money.

Commissioner Kidwell asked how old are the streets that are being requested to be accepted?

Mr. Buchanan said they've been constructed about a year. They are under a one year maintenance bond currently. They are built to commercial standard. Also, law enforcement does not have the authority to enforce those streets until the Town takes them over.

Commissioner Guignard made a motion to not add the streets in the Bryton/Walmart Development for Town maintenance as this time.

Commissioner Boone seconded motion.

Mr. Buchanan said not accepting the streets would be treating them differently. We are adding four other road packages just on this agenda and if you use the argument that there's not enough money to take on the risk of accepting those streets, then that same argument should be applied to every street we ever accept. The surety is what dictates when the streets are eligible for acceptance and in this case Walmart and their project management team posted the bond and they built the streets according to our plan. To say that you've got to keep renewing bond until Bryton is built-out to the correct percentage seems unfair to Walmart. If we do not add the streets Walmart is not responsible nor is their project management team. Whether it's American Asset Corporation is probably a legal interpretation or whether it falls upon all the properties that are in that Bryton business community, that's a discussion that we have not had.

Commissioner Bales requested clarification on how much the Town would receive from the state for the 0.7 mile.

Mr. Buchanan said it would be approximately \$5,000. That \$5,000 will add up and help pave the streets that need to be paved now.

Following further discussion on who would be responsible for the streets if the Town did not accept them, Commissioner Bales made a substitute motion to defer this item to the May 2, 2016 meeting in order to get a legal interpretation of who would be responsible for the streets.

Commissioner Kidwell seconded motion.

Mayor Aneralla called for the vote to defer this item to the May 2, 2016 meeting.

Motion carried 4 to 2, with Commissioners Boone and Phillips opposed.

#### **CONSENT AGENDA**

**Approval of Minutes.** Commissioner Gibbons made a motion to approve the minutes of the March 21, 2016 Regular Town Board Meeting. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

**Budget Amendment - Police.** Commissioner Gibbons made a motion to approve budget amendment appropriating funds received in the amount of \$2,417.60 from Lake Norman Charter School for the month of January 2016 to the Police Department's budget for overtime, benefits and vehicle cost. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

**Budget Amendment – Police.** Commissioner Gibbons made a motion to approve budget amendment appropriating funds received in the amount of \$12,664.34 from Lake Norman Charter School for the months of August, September, October and November 2015 to the Police Department's budget for overtime, benefits and vehicle cost. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

**Acceptance of Streets – Riverdale.** Commissioner Gibbons made a motion to accept streets in Phase 1 Map 2 of Riverdale subdivision for Town maintenance. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

Street Name	From	To	Approx. Length
Torrence Trace Drive	50' NW of Green River Dr	McDowell Run Dr	380'
McDowell Run Drive	50' NW of Green River Dr	920' NW of Torrence Trace Dr	1,115'

**Acceptance of Streets – Parkside at Skybrook North.** Commissioner Gibbons made a motion to accept streets in Parkside at Skybrook North subdivision for Town maintenance. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

Street Name	From	To	Approx. Length
Long Iron Drive	Closest Pin Dr	525' NW of Closest Pin Dr	525'

**Acceptance of Streets – Latta Springs.** Commissioner Gibbons made a motion to accept streets in Phase 2 Map 2 of Latta Springs subdivision for Town maintenance. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

Street Name	From	To	Approx. Length
Alba Rose Lane	Neck Road	250' W of New Bond Dr	1,000'
Morgan Horse Trail	Alba Rose Ln	220' S of Red Sorrell Ln	830'
Red Sorrell Lane	Alba Rose Ln	Morgan Horse Tr	630'

**Abandonment of Easement.** Commissioner Gibbons made a motion to adopt resolution authorizing abandonment of easement. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

*Resolution attached hereto as Exhibit No. 4.*

**Call for Public Hearing – Petition #R16-03.** Commissioner Gibbons made a motion to call a public hearing for Monday, May 2, 2016 at 6:30 p.m. at Huntersville Town Hall on Petition #R16-03, a request by JV Bailey Road, LLC to amend the Highway Commercial conditional rezoning plan for the McDonald's Restaurant (Parcel 01715807). Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

**Call for Public Hearing – Historic Designation.** Commissioner Gibbons made a motion to call a public hearing for Monday, April 18, 2016 at 6:30 p.m. at Huntersville Town Hall on the question of designating as a historic landmark the property known as the "Walters Barbershop" (including the interior and exterior of the building and parcel of land associated with Tax Parcel 01904106) located at 114 S. Main Street. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

**Resolution – Wells Fargo.** Commissioner Gibbons made a motion to adopt Resolution approving Authorization Certificate for Depository Accounts and Treasure Management Services for Wells Fargo. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

*Resolution attached hereto as Exhibit No. 5.*

**Resolution – Fifth Third.** Commissioner Gibbons made a motion to adopt Resolution approving Certificate for Treasury Management Services for Fifth Third Bank. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

*Resolution attached hereto as Exhibit No. 6.*

**Call for Public Hearing – Petition #R16-04.** Commissioner Gibbons made a motion to call a public hearing, contingent upon the validation of the submitted application, for Monday, May 2, 2016 at Huntersville Town Hall on Petition #R16-04, a request by Lake Norman Charter School on behalf of the property owners to conditionally rezone 38.8 acres (Parcels 01723306 and 01723312) from Corporate

Business to Campus Institutional Conditional District. Commissioner Guignard seconded motion. Motion carried 5 to 1, with Commissioner Phillips opposed.

### **CLOSING COMMENTS**

Commissioner Boone requested an update on contract negotiations with Advanced Disposal.

Max Buchanan, Public Works Director/Town Engineer, stated in discussions with Advanced, there could be additional savings to the Town if it eliminates collection for the downtown commercial businesses that have been grandfathered. Those businesses do not pay the Solid Waste Collection Fee that residences pay. Another option for additional savings would be to keep existing carts and only add new carts as new customers come online and/or as existing carts need replacement. Also, additional performance measures along with liquidated damages have been added to the contract.

There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman/Chief Spruill  
**Subject:** Budget Amendment

---

Appropriate funds received in the amount of \$2,640.67 from Lake Norman Charter School (per agreement for security services) for the month of December 2015. Funds will be appropriated to the Police Department's budget for overtime, benefits and vehicle cost.

**ACTION RECOMMENDED:**

Approve Budget Amendment.

**FINANCIAL IMPLICATIONS:**

Additional revenue in the amount of \$2,640.67.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Gerald D. Vincent, Assistant Town Manager  
**Subject:** Offer to Purchase Harvest Point Lots

---

Matt McMullen, Grande Homes, has submitted a formal offer to the Town, plus a deposit of 5% to purchase two (2) vacant lots within the Harvest Pointe subdivision for residential purposes.

This process is required by North Carolina Statute known as an Upset Bid process whereas a proposed formal offer is made, a 5% deposit is submitted and the Board will hear the request and authorize staff to proceed with an advertisement to be published in a local newspaper. Within ten (10) days of the advertisement, prospective bidders may submit an upset bid. Once the ten (10) days has passed, the item will be set for the April 18 agenda for Board approval.

An appraisal was performed approximately two (2) years ago indicating the market value was \$45,000/lot as of August 5, 2014.

**ACTION RECOMMENDED:**

Adopt Resolution authorizing sale of property (Lots 58 and 59 in Harvest Pointe subdivision).

**FINANCIAL IMPLICATIONS:**

To receive miscellaneous revenue in the amount of \$60,000

**ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
□	Resolution	Resolution
□	Contract	Backup Material

## **RESOLUTION AUTHORIZING SALE OF PROPERTY**

**WHEREAS**, the Town of Huntersville (also referred to as “Town”), owns certain property described as Lots 58 and 59, of Harvest Pointe, as shown on a survey of Harvest Pointe Phase II, recorded in Map Book 26, page 288, of the Mecklenburg County Registry; and

**WHEREAS**, the Town received an offer to purchase the property described above, in the total amount of \$60,000.00, submitted by Grande Homes Company; and

**WHEREAS**, on March 21, 2016, the Town of Huntersville Board of Commissioner adopted a Resolution Authorizing Upset Bid Process to sell the property; and

**WHEREAS**, a Public Notice for the sale of Town property was advertised in the Mecklenburg Times for upset offers to be submitted on or before April 4, 2016, at 5:00 p.m.; and

**WHEREAS**, no such upset offers were made, and the bid period has passed.

**THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE RESOLVES THAT:**

1. The Board of Commissioners authorizes sale of the property described above to the final and highest bidder; Grande Homes Company (“Buyer”).
2. The Buyer must pay with cash at the time of closing.
3. The appropriate Town officials are authorized to execute the instruments necessary to convey the property to Grande Homes Company.

Adopted this 18<sup>th</sup> day of April 2016.

ATTEST:

---

John Aneralla, Mayor

---

Janet Pierson, Town Clerk

(SEAL)

Approve as to Form:

---

Robert B. Blythe, Town Attorney

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

**THIS CONTRACT** to sell and purchase real property (this "Contract") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between GRANDE HOMES COMPANY, a North Carolina business corporation (hereafter "Grande Homes" or "Buyer"), and the Town of Huntersville, a North Carolina Municipal Corporation ("Town" or "Seller").

**WHEREAS**, Grande Homes submitted an offer to Town to purchase the hereinafter described Property which is owned by Town; and

**WHEREAS**, the Board of Commissioners of Town adopted a resolution of its intent to sell the Property to Grande Homes pursuant to the provisions of North Carolina General Statutes Section 160A-269 (the "Statute") and Grande Homes deposited with the Clerk of the Town the amount of \$3,000.00 as required by the statute; and

**WHEREAS**, the proposed sale was duly advertised and notice given that upset bids, if any, should be made within ten days following the advertising; and

**WHEREAS**, no upset bids were received within the time permitted and the following Agreement shall be the agreement between the Parties upon final acceptance of the bid by the Board of Commissioners of the Town.

**AGREEMENT**

For the considerations hereafter set forth, Town agrees to sell and Grande Homes agrees to buy the property hereinafter described on the following terms and conditions:

1. **PROPERTY.** All of those two (2) tracts or parcels of unimproved land located at 16209 Amber Field Drive and 16215 Amber Field Drive, Huntersville, North Carolina, having Tax Parcel No.'s 009-252-30 and 009-252-31, respectively, and further described as Lots 58 and 59, of Harvest Pointe, as shown on a survey of Harvest Pointe Phase II, recorded in Map Book 26, page 288, of the Mecklenburg County Registry (hereafter, the "Property").
2. **PURCHASE PRICE OF PROPERTY.** The purchase price of the Property shall be Sixty Thousand (\$60,000.00) Dollars, which shall be paid at closing by cash, or wire transfer of funds, or other means acceptable to Seller.



3. **DEPOSIT.** Buyer has delivered a deposit ("Earnest Money") of Three Thousand Dollars (\$3,000.00) as required by the Statute to the Town of Huntersville to be held in escrow and credited to purchase price at closing. If not closed, the deposit shall be disbursed as hereafter provided.
4. **EFFECTIVE DATE.** The Effective Date of this Contract shall be the date of approval by the Town of Huntersville Board of Commissioners in open session, as provided in Paragraph 12 hereafter.
5. **CLOSING DATE.** Closing of the transfer of the Property shall occur on or before forty-five (45) days from the Effective Date at the offices of Buyer's attorney in Mecklenburg County, North Carolina, or such other place, or in such other manner as may be mutually acceptable to the parties.
6. **INTENDED USE.** The Buyer intends that the Property be used for the construction of residential dwelling(s) ("Intended Use").
7. **TRANSFER OF TITLE TO PROPERTY.** At closing, Seller shall deliver to Buyer a Special Warranty Deed conveying fee simple title to the Property, subject to restrictive covenants, rights of way, and easements of record, and the lien of the current year's *ad valorem* taxes which shall be pro-rated as of the date of closing (the "Permitted Exceptions").
8. **EXAMINATION PERIOD.** As used in this Contract, "Examination Period" shall mean that period of time after the Effective Date to a date which is thirty (30) days after the Effective Date.
9. **TITLE EXAMINATION.** After the Effective Date, Buyer shall, at its expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event such title examination shall reveal that Seller's title is not fee simple marketable and insurable at regular rates, subject only the Permitted Exceptions, then Buyer shall promptly notify Seller in writing of such title defects and exceptions. Seller shall then have thirty (30) days to cure the defect (provided that if such objection or defect is of an established monetary amount, then it may be cured by withholding and disbursing the necessary amounts at closing). If Seller has to cure the defect, the closing shall be extended for the time reasonably necessary to cure the defect. If Seller is unable or unwilling to cure the defect, the Buyer shall have the option of terminating this Contract, or take title in its then condition without reduction of the purchase price (except those defects that can be cured by withholding an established monetary amount).
10. **INSPECTIONS.** During the Examination Period, Buyer, its agents or representatives, and at Buyer's expense, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil borings, environmental and other testing and conducting any surveys it deems appropriate (collectively, "Inspections"). Buyer shall conduct all such Inspections in a good and workmanlike manner, and shall repair any damage to the Property caused by Buyer's entry. Inspections shall occur during reasonable business hours so as to not interfere with Seller's use of the Property. Seller

shall deliver to Buyer any studies, reports, inspections, or surveys that Seller has in its possession affecting, or relating to the Property, including without limitation any environmental studies. Seller represents that it has no actual knowledge of any adverse environmental conditions or contamination of the Property. Buyer shall keep as confidential any such matters furnished to it by Seller, or the result of any Inspection performed by Buyer, to the extent permitted under Public Records laws of North Carolina. All inspections shall be completed during the Examination Period (subject to any extension granted by Seller), and if any conditions are not objected to within that time (which may be extended) shall be deemed accepted, except for matters occurring after that time.

11. **POSSESSION.** Seller can and will deliver unencumbered possession of the Property to Buyer as of the Closing Date.
12. **PROPERTY CONVEYED "AS IS."** Except as otherwise provided herein, the Property and improvements, if any, are conveyed and accepted "as is" with all faults. Seller makes no representations or warranties as to the condition of the Property, or suitability for any purpose, including for its Intended Use.
13. **BOARD APPROVAL. THIS CONTRACT IS SUBJECT TO FINAL APPROVAL AND ACCEPTANCE OF THE BID IN OPEN SESSION AS REQUIRED BY NORTH CAROLINA LAW, AND IS NOT BINDING UNTIL SUCH APPROVAL IS GIVEN.**
14. **RISK OF LOSS.** Prior to closing, risk of loss with respect to the property shall be upon the Seller.
15. **CLOSING COSTS.** Seller shall pay for the preparation of the Deed and any other documents necessary to perform Seller's obligations under this Contract, for excise tax or other conveyance tax, (it being understood, however, that Town as a governmental entity, is exempt is exempt from such excise tax) any deferred tax, and all costs necessary to convey clear title. Buyer shall pay for recording costs, costs of title search, title insurance, survey, and any inspection costs. Each party shall pay its own attorney's and consultant's fees.
16. **PRO-RATIONS.** Ad Valorem taxes for the Property shall be pro-rated between the parties on a calendar year basis as of the Closing Date (except that the property is exempt from such taxes for the period while owned by Town). If the Seller's share for that year has not been paid, the Seller's share will be withheld from the Purchase Price and paid by the Buyer. If the taxes have been paid, Buyer shall reimburse Seller for Buyer's share at closing. If the then current year's taxes have not been determined, pro-rations shall be estimated based on the prior year's taxes (or other best available information as to value), withheld from Seller and paid by Buyer. Leases, if any, shall be pro-rated and pre-paid rents and security deposits shall be withheld from Seller as a credit against the Purchase Price. All utility charges, if any, with respect to the Property for the month of Closing

shall be pro-rated post-Closing upon Seller's receipt of all applicable bills for such utilities.

17. **BROKERAGE COMMISSION.** Seller represents that it has not been represented by a Broker or agent. Buyer represents that it has not been represented by a Broker or agent. Seller and Buyer each agree to indemnify and hold the other harmless from and against any and all claims, demands, and costs arising out of alleged brokerage or agent's commissions or fees, if any.
18. **DEFAULT.** If either party shall default in the performance of any of its obligations hereunder, the non-defaulting party shall be entitled to cancel this Contract, and to further pursue any remedies it has in law or equity, including specific performance.
19. **NOTICES.** Unless otherwise provided herein, all notices and communications required to be given shall be in writing and be deemed given by (i) personally delivered with written acknowledgment of receipt, (ii) deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (iii) sent by a nationally recognized overnight courier, to the following address (provided that either party may change its notice address by notice to the other):

IF TO BUYER:        Grande Homes Company  
                          Attn: Matthew E. McMullen, President  
                          555 Delburg Street  
                          Davidson, North Carolina 28036

IF TO SELLER:        Town of Huntersville  
                          Attn: Greg Ferguson, Town Manager  
                          Post Office Box 664  
                          101 Huntersville-Concord Road  
                          Huntersville, North Carolina 28078

20. **APPLICABLE LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. The sole venue for any litigation hereunder shall be a State or Federal court in Mecklenburg County, North Carolina.
21. **ENTIRE AGREEMENT.** This Contract contains the entire understanding and agreement between the parties, and supersedes all prior oral or written agreements between the parties. No amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.
22. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
23. **TIME OF THE ESSENCE.** Time is of the essence with respect to all time periods and dates for performance of this Contract.

24. **COUNTERPARTS.** This contract may be executed in one or more counterparts. Signed facsimiles shall constitute originals.

25. **AUTHORITY.** Seller and Buyer represent to each other that each is authorized to enter into and perform its obligations under this Contract, subject only to approval of this Contract, and appropriating the necessary funds by the Board of Commissioners in open session.

**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed effective as of the Effective Date.

**GRANDE HOMES COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date Executed: \_\_\_\_\_

**TOWN OF HUNTERSVILLE**

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk  
(SEAL)

By: \_\_\_\_\_

Greg Ferguson, Town Manager

Date Executed: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert B. Blythe, Town Attorney

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Gerald D. Vincent, Assistant Town Manager  
**Subject:** Disaster Related Debris Removal Agreement

---

The agreement allows the Town of Huntersville to remove debris on State routes in accordance with the North Carolina Department of Transportation guidelines. All costs associated with removal would be reimbursable under the State and FEMA guidelines.

**ACTION RECOMMENDED:**

Authorize the Town Manager to execute the Disaster Related Debris Removal Agreement

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

Description	Type
☐ Disaster Related Debris Removal Agreement	Backup Material

NORTH CAROLINA

**DISASTER RELATED DEBRIS REMOVAL  
AGREEMENT**

MECKLENBURG COUNTY

DATE: 1/04/2016

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

AND

WBS Element: N/A

TOWN OF HUNTERSVILLE

THIS SPECIAL AGREEMENT, hereinafter referred to as "AGREEMENT" is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Huntersville hereinafter referred to as the "Municipality," collectively referred to hereinafter referred to as "the Parties."

**WITNESSETH:**

**WHEREAS**, this AGREEMENT is made on the last date signed below between the Department and the Municipality for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

**WHEREAS**, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this AGREEMENT; and,

**WHEREAS**, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

**WHEREAS**, the Municipality has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

**WHEREAS**, the Parties have conferred as to the best methods and practices to allow the Municipality to assume these responsibilities;

**NOW, THEREFORE**, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

#### **DEFINITIONS**

1. For purposes of this AGREEMENT, the following definitions shall apply:
  - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
  - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

#### **DESCRIPTION OF WORK**

2. The Municipality shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Municipality shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Municipality shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this AGREEMENT shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

#### **TIME FRAME**

4. This AGREEMENT shall remain in effect for five (5) years from the date of execution included herein. This AGREEMENT may be extended for two (2) additional years, contingent upon the availability funds, if mutually agreed upon in writing by the Parties. On behalf of the Municipality, extensions may be authorized and executed by the City Manager or other official as designated without further resolution of the Municipality.
5. All work pursuant to this AGREEMENT shall be completed by a date mutually agreed to by DEM, FEMA, the Department and Municipality.

## **REIMBURSEMENT FOR ELIGIBLE COSTS**

6. The Municipality shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Municipality.

## **PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS**

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Municipality be responsible for removal of debris from the right of way of State Routes, the Municipality shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Municipality for disaster related debris removal.
8. The Department will review the Municipality's *Request Release of State System Roads*, Form SSR-01 and respond in writing indicating whether the Department has approved or denied the request from the Municipality for removal of disaster related debris under the terms of this AGREEMENT. If approved, this action will be considered the Municipality's "Notice to Proceed" with the work.
9. When the Municipality is approved for the removal of disaster related debris on State Routes under the terms of this AGREEMENT, the Municipality will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Municipality shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Municipality shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this AGREEMENT. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.



## **PRINCIPAL REPRESENTATIVE**

12. To provide consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT. Any notices required by this AGREEMENT shall be in writing and shall be personally delivered or sent by United States mail, First Class postage pre-paid to ensure delivery to the Parties, respectively, at the following addresses, unless a Party has been notified in writing by the other of a change of address:

### **To the Department:**

Michael L. Holder, P.E.  
Chief Engineer  
North Carolina Department of Transportation  
1501 Mail Service Center  
Raleigh, North Carolina 27699-1501

### **To the Municipality:**

Greg Ferguson, Town Manager  
Town of Huntersville  
P.O. Box 664  
Huntersville, NC 28070

## **ADDITIONAL PROVISIONS**

13. This AGREEMENT may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
14. This AGREEMENT may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
15. This AGREEMENT is solely for the benefit of the identified Parties to the AGREEMENT and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
16. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
17. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this AGREEMENT, the

Municipality certifies, that neither it nor its agents or contractors performing work included in this AGREEMENT are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

18. The Municipality shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the Municipality in connection with the work included in this AGREEMENT and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Agency or any entity performing work included in this AGREEMENT under contract with the Municipality.
19. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for the work included in this AGREEMENT. The Department is not responsible under this AGREEMENT for any expenses or obligations incurred for the work included in this AGREEMENT.
20. The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this AGREEMENT. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.
21. In compliance with state policy, the Municipality shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
22. All terms and conditions of this AGREEMENT are dependent upon, and subject to, the allocation of funds for the purpose set forth in the AGREEMENT and the AGREEMENT shall automatically terminate if funds cease to be available.
23. The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
24. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The

Municipality shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Municipality's fiscal year ends.

25. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this AGREEMENT to other parties or entities.
26. In no way shall it be construed or implied that either the Department or the Municipality is by this AGREEMENT intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
27. This AGREEMENT contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this AGREEMENT except as expressly set forth herein.
28. The Parties hereby acknowledge that the individual executing the AGREEMENT on their behalf is authorized to execute this AGREEMENT on their behalf and to bind the respective entities to the terms contained herein and that he has read this AGREEMENT, conferred with his attorney, and fully understands its contents.
29. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this AGREEMENT as binding as an original, and the Parties agree that this AGREEMENT can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the AGREEMENT.
30. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HUNTERSVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
Remittance Address:

Greg Ferguson, Town Manager  
Town of Huntersville  
P.O. Box 664  
Huntersville, NC 28070

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

## Request Release of State System Roads

Requesting Applicant: \_\_\_\_\_

I. ☐ Release of all State System Roads

**II. ☐ Selective State System Roads as Follows:**

[illegible]

**Local Government Designated Agent:** \_\_\_\_\_

**Date** \_\_\_\_\_

North Carolina Department of Transportation	
Release by:	_____
Title:	_____
Date:	_____

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Police Chief Cleveland L. Spruill  
**Subject:** Cooperative Agreement - Victim Advocate Services

---

The Police Department is seeking to continue participation in a regional Cooperative Agreement between local area law enforcement and Safe Alliance (formerly United Family Victims Services) to provide services to victims of domestic violence and sexual assaults. Authorization is needed to allow the Town Manager to sign an updated Cooperative Agreement which reflects the contractor's name change and other minor agreed upon procedural changes.

**ACTION RECOMMENDED:**

Authorize the Town Manager to execute new Cooperative Agreement with Safe Alliance to provide services to Huntersville victims of domestic violence and sexual assaults.

**FINANCIAL IMPLICATIONS:**

There are no additional costs associated with this action. Funding needed to continue participation in the Cooperative Agreement for victim advocate services in the amount of \$15,000 per year is included in the annual Police budget.

**ATTACHMENTS:**

Description	Type
□ Cooperative Agreement	Backup Material

## **COOPERATIVE AGREEMENT**

The Towns of Cornelius, Davidson and Huntersville (hereinafter “Towns”) and Safe Alliance, Inc. (“Safe Alliance”), have agreed to the following measures that will enable these Towns to provide better services to victims of domestic violence and sexual assault. The Towns have appropriated certain sums to fund Safe Alliance’s Lake Norman Sexual Trauma Resource Center (STRC), and may in the future appropriate more funds for the STRC. The procedures agreed to herein are intended to ensure that victims of domestic violence and sexual assault will receive information about services available to them and that they are made aware of their rights as victims. These procedures are also designed to encourage the cooperation of victims with law enforcement, prosecution, and the criminal justice system. This agreement broadly defines the services which will be provided by the police departments of the Towns and Safe Alliance.

The Cornelius, Davidson and Huntersville Police Departments (CPD, DPD and HPD) will comply with the intent of the Crime Victims Right Act by providing services described below. However, no liability or cause of action shall arise from the failure of the CPD, DPD, or HPD and/or its members to ensure that victims receive such services or from the failure of victims to receive such services.

At their discretion CPD, DPD, and HPD will refer victims of domestic violence and sexual assault to Safe Alliance’s Victim Advocate.

CPD, DPD, and HPD will each designate a liaison to the Safe Alliance STRC. As requested, the Safe Alliance Victim Advocate and the designated liaison from CPD, DPD, and HPD will participate in multidisciplinary team training activities to promote effective collaboration between the agencies. The training topics may include, but are not limited to, the social and legal dynamics of sexual assault, intimate partner violence, and child abuse.

CPD, DPD, and HPD will provide, consistent with maintaining the integrity of the investigation and in accordance with all state and federal laws, case information crucial to rendering services to victims.

CPD, DPD, and HPD will work to promote victim safety by transporting Lake Norman residents seeking emergency shelter to a designated area hotel, and by conducting more frequent security checks at that hotel while victims are in residence, as staffing levels and calls for service allow.

Safe Alliance agrees to the following: Safe Alliance’s Lake Norman Sexual Trauma Resource Center, in partnership with Safe Alliance’s Victim Assistance office, will provide safety planning and victim advocacy services to victims of sexual assault and domestic violence at no cost to victims or their family members at the request of the victim or upon referral from CPD, DPD or HPD. Services include but are not limited to:



- provide information to victims concerning upcoming court dates and times;
- assist victims with the application for the Domestic Violence Protection Order
- accompany victims to court during their hearings;
- assist victims seeking short term emergency shelter at a local hotel, helping them to access temporary assistance with transportation and child care.
- assist victims in obtaining aid and services from other social services agencies and
- provide the aforementioned services to non-English speaking victims

Where appropriate, Safe Alliance's advocate will refer victims for trauma informed counseling. Counseling services are offered on a sliding fee scale.

Safe Alliance will offer the services of a Victim Advocate and will provide supervision and training to the Victim Advocate. Safe Alliance will maintain a database documenting the volume and type of service delivery, victim demographic information, and the impact on victims of the services delivered.

Safe Alliance will administer funds restricted to the provision of direct assistance to clients (eg. Funds for emergency shelter, child care or transportation), and notify CPD, DPD and HPD when funds are expended and no longer available.

Safe Alliance is responsible for statistical and outcome reports as required by the Towns of Cornelius, Davidson, and Huntersville. Safe Alliance will provide to the boards of each town an annual summary of the services offered to victims. Safe Alliance will keep current and accurate accounts of its use of the grant money provided by the Towns of Cornelius, Davidson and Huntersville and shall make these accounts available for inspection by the Towns.

This agreement is effective upon the final date of signing by the parties, and will remain in force until any party terminates in writing, or until any Town terminates its financial commitment to Safe Alliance. Cornelius, Davidson or Huntersville will provide no less than fourteen (14) days' notice should the Town decide to terminate either this agreement or its financial commitment to Safe Alliance. Should Safe Alliance terminate the agreement, Safe Alliance will issue a pro-rata reimbursement to the Towns of any allocated funds. This agreement may only be amended, modified, expanded, etc. as mutually agreed upon by the parties, in writing.

This Agreement shall be controlled and interpreted by the Laws of the State of North Carolina. The sole venue for the resolution of any dispute hereunder shall be a State or Federal court sitting in Mecklenburg County, North Carolina.

All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, or sent by U.S. certified mail, return receipt requested, or by a nationally recognized overnight delivery service (Fed Ex, UPS, etc.) to the following addresses:

If to Safe Alliance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Cornelius: Town Manager  
Town of Cornelius  
Post Office Box 399  
Cornelius, NC 28031

If to Davidson: Town Manager  
Town of Davidson  
Post Office 579  
Davidson, NC 28036

If to Huntersville: Town Manager  
Town of Huntersville  
Post Office Box 664  
Huntersville, NC 28070

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the date of the last signing.

**SAFE ALLIANCE, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF CORNELIUS**

ATTEST:

\_\_\_\_\_  
Lori Harrell, Town Clerk

By: \_\_\_\_\_  
Anthony Roberts, Town Manager  
Date: \_\_\_\_\_

(SEAL)

Approved as to Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Director of Finance

**TOWN OF DAVIDSON**

ATTEST:

\_\_\_\_\_  
Heather James, Town Clerk

By: \_\_\_\_\_  
James Justice, Town Manager  
Date: \_\_\_\_\_

(SEAL)

Approved as to Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

\_\_\_\_\_  
Richard Kline, Town Attorney

\_\_\_\_\_  
Director of Finance

**TOWN OF HUNTERSVILLE**

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

(SEAL)

By: \_\_\_\_\_

Greg Ferguson, Town Manager

Date: \_\_\_\_\_

Approved as to Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

\_\_\_\_\_  
Robert B. Blythe, Town Attorney

\_\_\_\_\_  
Director of Finance

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**4/18/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Meredith Nesbitt, Planner I  
**Subject:** Street Name Change Petition, New Birth Drive

---

Street Name Change Petition, New Birth Drive is a request by University City Church to rename all of New Birth Drive to University City Church Drive, a length of 0.14 miles, beginning at Sam Furr Road and dead ending.

**ACTION RECOMMENDED:**

Call a Public Hearing on Street Name Change Petition, New Birth Drive, for Monday May 16, 2016.

**FINANCIAL IMPLICATIONS:**

None.