

March 3, 1939  
Regular Adjourned Meeting.

A regular adjourned meeting of the City Council was held in the Council Chamber, City Hall, at 4:00 o'clock P. M., Wriday, March 3rd. 1939, with Mayor Douglas presiding and Councilmen Albea, Barter, Durham, Griswold, Hudson, Huntley, Little, Nance, Sides and Wilkinson present.

Absent: Councilmen Hovis.

PURPOSE OF MEETING.

The Mayor announced that the purpose of this meeting was to hear from the public regarding the proposed new City Charter, and called for appearances of any one present desiring to be heard.

PARTIAL REPORT OF THE COMMON WEAL COMMITTEE.

Mr. John James, attorney, representing the Common Weal, presented the following partial report of the Common Weal Committee on proposed new City Charter for Charlotte:

Whereas the highest officials of the State of North Carolina draw annual salaries as follows:

|  |             |
|--|-------------|
| Governor - - - - -                           | \$10,500.00 |
| Justices of Supreme Court- - - - -           | 7,500.00    |
| Attorney General - - - - -                   | 7,500.00    |
| Judges of the Superior Courts- - - - -       | 6,500.00    |
| State Treasurer -- - - - -                   | 6,000.00    |
| Secretary of State - - - - -                 | 6,000.00    |
| State Supt. of Public Instruction- - - - -   | 5,000.00    |
| State Auditor- - - - -                       | 4,500.00    |
| Commissioner of Agriculture- - - - -         | 4,500.00    |
| Commissioner of Labor and Printing - - - - - | 4,500.00    |
| Insurance Commissioner - - - - -             | 4,500.00    |
| Solicitors - - - - -                         | 4,500.00    |

and;

Whereas, under the form of government of the City of Charlotte, it is contemplated that the requirements upon the time of the Mayor and Councilmen shall be confined largely to the regular meetings, lasting from one hour or less to two hours, and that such offices are to be sought not so much for the remuneration offered as for the dignity and honor and the opportunity afforded to public spirited citizens to render a public service; and

Whereas the burden of taxation has already grown very heavy and the taxpayers are now confronted with certain proposed increases for the coming tax year and subsequent years for most worthy causes; and

Whereas the organization and conduct of the Fire and Police Departments, as guardians and protectors of the public safety, should be removed as far as possible from the influences of factional politics and the fluctutations of periodical fads and crusades, to the end that they may adopt and pursue a steady policy in the strict but reasonable and well considered discharge of their duties;

Therefore, the City Charter Committee of the Common Weal does respectfully recommend:

1. That the salary of the City Manager be fixed at not more than \$8,000.00 per year.
2. That the salary of the City Attorney, whether an individ-

March 3, 1939  
Page 352.

ual or a firm, be fixed at not more than \$6,000.00 per year and that it be his duty to attend to all the legal business of the City; provided that upon special offasion when he is unable to render the required service, for good reasons shown, the Mayor and Council may engage other legal services for the occasion or during the disability of the City Attorney and pay a just compensation therefor, having in mind the rates of compensation for such services prevailing among local attorneys.

3. That the present salaries of the Mayor and City Councilmen be not increased; but that ways and means be devised for relieving the Mayor of the vast amount of detail and routine work devolving upon him at present, such as approving vouchers, counter-signing checks, etc., which falls more properly upon the City Manager.

4. That the selection of the Chiefs and members of the Fire and Police Departments rest in the Civil Service Commission and that the said Commission be appointed by the Resident Judge of this Judicial District, with such powers, authority and responsibilities that the said Commission may be an effective instrument for obtaining the most efficient and loyal service of the said Departments.

Respectfully submitted by the Committee, this March 3, 1939.

JOHN JAMES, CHAIRMAN

E. S. DeLANEY

JOHN A. McRAE

#### WARD REPRESENTATION.

Mr. E. McA. Currie was the next person heard, stating that he had read the Charter and thought it was alright except for one change which he thought should be made at this time. He stated that under the special act which applies to Charlotte only, it provides for eleven Councilmen and further provides that not more than two men can come from any one ward, and that it was his opinion that the wards should be so divided as to have approximately the same number of voters residing in each ward. Mr. Currie cited the votes cast in each ward for Mayor in 1937, showing the unevenness of the voting in the various wards, and suggested that while the Charter was being revised this condition should be remedied.

#### CHANGES RECOMMENDED BY POLICE DEPARTMENT REGARDING THAT DEPARTMENT.

Capt. Harry Joyner, representing the Police Department, spoke regarding the promotion and demotion of officers in that Department; stating that the men should be allowed trial by the Civil Service Commission on demotions and that provisions should be made regarding promotions by competitive examinations, the Chief of Police to appoint a Promotion Committee. Inspector B. A. Williams endorsed the views of Capt. Joyner, which he stated met the approval of the personnel of the Police Department.

After hearing Capt. Joyner and Inspector Williams, Councilman Sides, seconded by Councilman Albea, made a motion that the Chiefs of the Fire and Police Departments shall have the right to make all promotions and demotions of members of the Police and Fire Departments, provided, however, that any officer demoted shall have the right to trial by the Civil Service Board. Motion carried.

March 3, 1939  
Page 353.

CHANGE UNDER INSPECTION DEPARTMENT.

Mr. Marshall pointed out a clause in the Charter pertaining to the Inspection Department, which he stated was taken care of by a City ordinance, whereby the Board of Inspections has charge of the conducting of examinations of applicants for license of plumbers, electricians and other trades connected with the building industry instead of the Chief Building Inspector.

On motion of Councilman Wilkinson, seconded by Councilman Little, this clause is to be amended according to the suggestion of the City Attorney, that the said examinations shall be held in accordance with ordinances passed by the City of Charlotte.

CHANGE IN CITY ATTORNEY PROVISIONS.

Councilman Durham called attention to sub-section 4 of Section 40, City Attorney, relative to the removal of the City Attorney by a vote of seven members of the City Council, whereas, sub-section 1 of said Section 40, relative to the appointment of a City Attorney or Attorneys, reads "by a majority vote of the Council", and he stated that this should be changed to "a majority vote".

He, thereupon, moved that this sub-section 4 of Section 40 be changed to read from 7 to 6 members, which motion was seconded by Councilman Wilkinson.

Councilman Nance, seconded by Councilman Albea, offered a substitute motion, that inasmuch as the Judge and Recorder are appointed for two years, and the position of City Attorney is of equal importance, that the City Attorney be appointed for two years. On being put to a vote this motion failed to carry, and a vote was taken on Councilman Durham's original motion, which he corrected to read "or when a majority of the members of the City Council vote to remove him", and this motion was declared carried.

AGREEMENT WITH U. S. HOUSING AUTHORITY.

Mr. Frank Orr, Attorney, introduced to the Council Mr. H. E. Powell, Attorney with the United States Housing Authority, Washington, D. C. Mr. Orr explained that Mr. Powell would explain to the Council the agreement between the City of Charlotte and the Local Housing Authority, which he had ready to present, and after hearing Mr. Powell and several members of the Council questioning him with regard to the proposed agreement, the following action was taken:

Councilman Sides introduced the following resolution:

RESOLUTION

A RESOLUTION DETERMINING TO COOPERATE WITH THE HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, NORTH CAROLINA, IN DEVELOPING AND MAINTAINING A LOW-RENT HOUSING PROJECT, AND APPROVING A FORM OF CONTRACT WITH SAID HOUSING AUTHORITY WITH RESPECT THERETO AND AUTHORIZING THE EXECUTION THEREOF ON BEHALF OF THE CITY.

WHEREAS, the Housing Authority of the City of Charlotte, North Carolina (herein called the "Authority") proposes to develop and administer low-rent housing projects (herein called the "Projects") within the territorial limits of the City of Charlotte, North Carolina (herein called the "City"), and to finance the development thereof by the

March 3, 1939

Page 354.

issuance of its bonds; and

WHEREAS, the City desires to cooperate with the Authority in connection with the development and administration of the Projects by furnishing customary municipal services and facilities to such Projects and the tenants thereof, without cost or charge, and to cooperate in other ways with the Authority as more particularly appears in the Agreement hereinafter set forth; and

WHEREAS, it is necessary that the present low-income occupants of unsafe or insanitary dwelling units be provided with new dwelling units at rentals they can afford to pay; and

WHEREAS, the development and administration of the Projects will directly and materially benefit the City by increasing employment by reducing the expenditures of the City for crime prevention and punishment, public health and safety, fire and accident protection, and other public services and facilities, and by protecting the health, morals and safety of the inhabitants of the City:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA:

Section 1. That the City hereby determines to assist the Authority in the development and administration of the Projects by furnishing, without cost or charge, customary municipal services and facilities for the Projects, and otherwise cooperate and assist in the development and administration of the Projects as more fully provided in the Agreement set forth herein.

Section 2. That the City shall enter into a Cooperation Agreement with the Authority substantially in the following form:

COOPERATION AGREEMENT  
between the  
CITY OF CHARLOTTE, NORTH CAROLINA  
and the  
HOUSING AUTHORITY OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA

In consideration of the mutual promises of the City of Charlotte, North Carolina (herein called the "City"), and The Housing Authority of the City of Charlotte, North Carolina (herein called the "Authority") hereinafter set forth, the City and Authority agree as follows:

1. The City agrees to eliminate, within its territorial limits, unsafe or insanitary dwelling units of a number at least equal to the number of new dwelling units to be provided in the low-rent housing projects (herein collectively called the "Projects"; which term is more specifically defined in paragraph 19) to be undertaken by the Authority (less the number, if any, of unsafe or insanitary dwelling units to be eliminated from the site or sites of the Projects by the Authority during the development of the Projects).

2. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in others:

(a) By demolishing dwelling units which are on land acquired by the City by purchase or otherwise, including demolition of such dwelling units on land purchased for any public uses; or

(b) By causing compulsory demolition, effective closing, repair or improvement of such unsafe and insanitary dwelling units; or

March 3, 1939  
Page 355.

- (c) By inducing private owners voluntarily to eliminate such dwelling units.

3. In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof; provided, however, that all unsafe and insanitary dwelling units eliminated by the City since September 1, 1937 will be counted as elimination under this Agreement if the Authority is satisfied that such elimination was undertaken in anticipation of the execution of this Agreement.

4. In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, the remedying of violations of local building codes or ordinances by compulsory action of the City, in so far as it results in the elimination of unsafe or insanitary dwelling units, shall be considered as elimination. The voluntary remedying of such violations shall not be considered as elimination.

5. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, it is detrimental to safety, health or morals.

6. The Authority agrees:

- (a) To advise the officers in charge of appropriate departments of the City of the existence of any unsafe or insanitary dwelling units in the City, which the Authority finds as a result of its surveys or studies;
- (b) To make reports to the City, from time to time, regarding such matters; and
- (c) To cooperate with the City in securing the elimination of unsafe or insanitary dwelling units required hereunder.

7. The City agrees to cause its officers in charge of appropriate departments to make reports to the Authority from time to time regarding:

- (a) The action taken by the City in the elimination or repair of unsafe or insanitary dwelling units hereunder;
- (b) The dates of such action;
- (c) The location of such dwelling units; and
- (d) The condition of such dwelling units which made them unsafe or insanitary.

8. The Authority and the City agree that the elimination undertaken and required hereunder shall be considered as a part of the Projects.

9. The City agrees to complete the elimination of unsafe and insanitary dwelling units required hereunder at such a rate that, in connection with each Project, a number at least equal to the number of new dwelling units constructed in each Project shall be eliminated within one (1) year from the date of the physical completion of that Project.

March 3, 1939  
Page 356.

10. The City agrees that, during the period commencing with the date of the acquisition of any part of the site or sites for each Project and continuing throughout the useful life of such Project, it will not levy, impose or charge any taxes, special assessments, service fees, charges or tolls against the Project or against the Authority and will furnish, without cost or charge to the Authority or the tenants thereof, municipal services and facilities for such Project and the tenants thereof, of the same character as those furnished without cost or charge for other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services, street maintenance, snow removal, garbage, trash and ash collection and disposal, street lighting on public streets within any Project and on the boundaries thereof, and sewer services; that it will maintain in good repair and working order any and all municipal utilities and facilities, provided by it for the use and benefit of each Project and the tenants thereof; and that it will maintain in good repair streets, roads and alleys which are within, adjacent or leading to the boundaries of each Project. The term "useful life of such Project" as used in the foregoing shall mean the period of physical usefulness of the particular project for the purpose of providing dwelling accommodations, but in no event less than the number of years during which any of the bonds issued to aid in financing the development of such Project shall remain outstanding.

11. The City agrees to plan or replan, zone or rezone to an appropriate site and neighborhood classification, any area in the City within which any Project shall be located. It further agrees that without charge to the Authority, it will vacate and close any streets, roads, roadways, alleys, sidewalks or other places (which the Authority finds are reasonably necessary in the development of the Project) located in the area of said Project or adjacent thereto and convey to the Authority any interest it may have in the beds of the streets within the boundaries of said Project so vacated or closed. In connection with all such vacations the City will cause to be removed from such vacated areas at no expense to the Authority all public or private water or gas mains, or pipes, electric<sup>or</sup> telephone wires, conduits, and equipment, steam pipes and sewers which might interfere with the development of the Project. All such action provided for in this paragraph shall be taken by the City within a reasonable time after receipt of a written request from the Authority.

12. The Authority agrees to dedicate, and the City agrees to accept for municipal purposes, land which may be owned or acquired by the Authority and which the Authority determines to be reasonable necessary for public streets and alleys within the boundaries of the Project or for the purpose of providing public ingress thereto and agrees therefrom. In making such dedication the Authority may reserve to itself, its successors and assigns, the right to construct and maintain in, under or above the dedicated premises water or gas mains or pipes, electric and telephone wires, conduits and steam pipes and sewers for the purpose of furnishing and distributing such utilities to the project. The City agrees to grant appropriate easements, licenses or permits giving to the Authority the right to construct and maintain any of such utilities in, under or across any public streets or alleys dividing the project site into two or more parts so as to enable the Authority to furnish and distribute such utilities to the entire project.

13. The City agrees to furnish, dedicate, pave, install, grade or regrade, plan or replan any streets, roads, roadways, alleys, sidewalks, or other places located in the area of any Project or adjacent thereto and which the Authority finds are necessary in the development of such Project; such facilities shall be furnished and such work performed by the City within a reasonable time after receipt of a written request therefor from the Authority and after arrangements have been made for

March 3, 1939  
Page 357

financing as hereinafter provided in this paragraph. The cost of furnishing the facilities or performing the work specified in this paragraph shall be financed in such manner as may be agreed upon by the City and the Authority and as may be approved by the United States Housing Authority.

14. The City agrees to waive such building and inspection fees as might be payable by the Authority if it is or becomes subject to the payment of such fees, and agrees to make such exceptions from building regulations and ordinances as are found by the Authority to be necessary in the development of the Projects.

15. Nothing in this Agreement shall be construed as limiting the power of the City to furnish aid and cooperation other than and in addition to the matters more particularly described in this Agreement.

16. The Authority agrees that it will use its best efforts to develop the Projects as rapidly as possible, to operate and maintain such Projects for families of low income, and to keep the City fully informed as to the status of the Projects.

17. The City consents to the assignment of this Agreement for the protection of the holders of any bonds issued to aid in financing the development of the Projects.

18. The term "Projects" as used in this Agreement shall mean any low-rent housing projects now or hereafter undertaken within the City by the Authority with respect to which a contract or contracts to obtain Federal annual contributions have been made, or will be made within one year from the date hereof, with the United States Housing Authority. The term "Project" shall mean any one of such Projects which is to be aided under a single Annual Contributions Contract between the Authority and the United States Housing Authority relating solely to annual contributions on that particular project.

IN WITNESS WHEREOF, the City of Charlotte, North Carolina, and the Housing Authority of the City of Charlotte, North Carolina, have respectively caused this Agreement to be duly executed in triplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 1939.

CITY OF CHARLOTTE, NORTH CAROLINA

(OFFICIAL SEAL)

By \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

HOUSING AUTHORITY OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA.

(SEAL)

By \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary

Section 3. That the Mayor and City Clerk of the City of Charlotte, North Carolina, are hereby authorized to execute in triplicate the contract substantially in the form set forth in Section 2 hereof on behalf of the City.

Section 4. This Resolution shall take effect on its adoption.

Councilman Sides moved that the Resolution be adopted as introduced and read. Councilman Albea seconded the motion and a vote being had thereon the "Ayes" and "Nays" were as follows:

March 3, 1939  
Page 358

AYES: Councilman Albea, Councilman Little,  
Councilman Barter, Councilman Sides,  
Councilman Griswold, Councilman Nance,  
Councilman Huntley,  
NAYS: Councilman Durham, Councilman Wilkinson  
ABSENT: Councilman Hovis, Councilman Hudson (having left  
the meeting before this motion  
was adopted.

The Mayor then declared the Resolution passed and adopted.

PROVISIONS IN CHARTER RELATIVE TO SEWER ASSESSMENTS OUTSIDE THE CITY.

Mr. W. E. Vest, Superintendent of the Water Department, brought up the question of special sewer assessments outside the City, as shown on Page 12, Sub-section 25 of Section 31, Powers to the City, and also with regard to the collection of water bills through other sources than court process. After which the City Manager suggested that Mr. Vest take these matters up with the City Attorney in an effort to see that everything in connection with his Department is taken care of in the Charter.

REQUEST FOR PERMIT TO OPERATE CAFE REFERRED TO POLICE DEPARTMENT.

The City Manager reported receipt of request from James Carraway of the Charlotte Religious Bureau of Employment, 223½ East Trade Street, for a permit to operate a cafe in connection with a Free Soup Kitchen, asking the City to waive the license. This matter was referred to the Police Department to investigate and report back to the Council at the next meeting.

REQUEST FOR PERMIT TO OPERATE POOL ROOM REFERRED TO POLICE COMMITTEE.

The request of J. E. Pendleton, 725 N. Brevard Street, for license to operate a Pool Room, on which the Police Department reported unfavorably, was, on motion of Councilman Sides, seconded by Councilman Nance, referred to the Police Committee to report back at the next meeting.

FREE USE OF ARMORY-AUDITORIUM GRANTED TO SALVATION FOR MARCH 25TH AND 26TH.

On motion of Councilman Albea, seconded by Councilman Huntley, the Salvation Army was granted free use of the Armory-Auditorium on March 25th and 26th. for their Annual Young Peoples Congress; the Y.M.C.A. having agreed to change their date of March 25th. in order to allow the Salvation Army to use same.

CONTRACTS WITH E. D. LATTA, JR. FOR SEWER CONSTRUCTION.

On motion of Councilman Nance, seconded by Councilman Wilkinson, the Mayor and Clerk were authorized to execute contracts with E. D. Latta, Jr., for the construction of sewers at the locations shown below, Mr. Latta agreeing to construct the sewers under City supervision and the City agreeing to take them over when the proper number of houses have been constructed. The locations and amount of sewerage are as follows:



March 3, 1939

Page 359.

615 Ft. of 8" sewer on Berkley Avenue, to cost \$772.20, to be taken over by the City when 4 houses are constructed.

1713 Ft. of 8" sewer on Romany Road, to cost \$1,710.50, to be taken over when 9 houses are constructed.

810 Ft. of 8" and 426 Ft. of 10" sewer on Park Avenue, to cost \$1,497.65, to be taken over when 8 houses are constructed.

SEWER EXTENSION ON WEST SIDE AVENUE.

On motion of Councilman Huntley, seconded by Councilman Albea, approval was given for the extension of a sewer on West Side Avenue, from the end of the present sanitary sewer South 54 ft., to serve one house, and estimated to cost \$96.00.

SEWER EXTENSION ON EAST HILL STREET.

On motion of Councilman Albea, seconded by Councilman Nance, approval was given for the extension of the sewer on East Hill Street, from South Davidson Street 250 ft. West towards South Caldwell St., to serve two duplex houses, and estimated to cost \$253.00.

SEWER EXTENSION ON BERRYHILL ROAD.

Councilman Wilkinson, seconded by Councilman Albea, moved that the sewer on Berryhill Road, Drum Street and Ringwood Avenue, from Thrift Road northwest to near Camp Green Avenue, a distance of 915 feet, be extended. This work was estimated to cost \$781.00. Motion carried.

REQUEST OF W.P.A. FOR ADDITIONAL FUNDS REFERRED TO SPECIAL COMMITTEE.

Mr. Marshall reported that the Works Progress Administration had made a request for additional funds to operate the Women's Division and Men's Division in the City and County for the next five months. They claim that the appropriations made for this fiscal year have been exhausted and that it will take approximately \$6,450.00 additional to complete the year on the present basis of expenditures. The request was that the City and County contribute this amount.

Upon the recommendation of Mr. Marshall, the Mayor appointed the following special committee to investigate this matter and report back to the Council: Councilman Little, Councilman Durham and Councilman Nance.

BIDS RECEIVED ON BONDS.

The City Manager reported that bids had been received on \$40,000.00 of State of North Carolina Bonds in the Sinking Fund Account, to provide funds for Bond Retirement this month.

March 3, 1939  
Page 360.

APPROVAL FOR PAYMENT OF INVOICE FOR PUBLISHING CHARTER.

On motion of Councilman Sides, seconded by Councilman Barter, the invoice of the News Publishing Company, in the amount of \$485.76, for publishing the proposed new City Charter, was approved for payment from the Emergency Fund.

CEMETERY DEEDS.

On motion of Councilman Albea, seconded by Councilman Huntley, the following cemetery deeds were approved.

Transfer of the South Half of Lot No. 2, Section "S" from J. A. Fasnacht and wife, Maggie Allison Fasnacht, to Charlie U. Fasnacht \$1.00

New deed to be furnished J. A. Fasnacht for the North Half of this lot on surrender of deed covering entire lot.

ADJOURNMENT.

On motion of Councilman Wilkinson, seconded by Councilman Albea, the meeting adjourned.

Alice B. McConnell  
City Clerk