

MINUTES

Board of Aldermen

Town of Chapel Hill, N.C.

The Board of Aldermen met jointly with the Planning Board at the Quarterly Meeting in the Town Hall on November 26, 1962 at 7:30 p.m. o'clock with the following members present: Mayor McClamroch; Aldermen Wager, Page, Strowd, Walters, Giduz, and Robinson; Town Attorney LeGrand and Town Manager Peck.

Members of the Planning Board present were: Messrs. Powell, Lalanne, Cleaveland, Scroggs, Wallace, Martin, Wettach and Burns, also Pearson Stewart, Lucien Foust and Charles Turner.

Mayor McClamroch stated that the purpose of the public hearing was to bring three matters, as advertised, before the Board and to give the Public an opportunity to be heard; that these matters will be referred to the Planning Board for recommendation and will be then brought back to the Aldermen for action.

1. & 2 . Rezoning from RA-10 and Agriculture to RA-6, 10 acres on the south side of Ephesus Church Road, east of the Patio, and construction of a 100 unit apartment thereon, required by Mr. Whid Powell. Mr. Powell supplied adequate plans with designs for development other than the apartments including a nursing home and office building, necessary parking, screening, recreation area and landscaping. He requests that the area be rezoned to RA-6 in order to allow densities suitable for apartment construction, and states that he believes it will upgrade the area, rather than hurt it. Several persons from the Ridgefield Park area inquired as to the relation between the proposed and later rezoning of contiguous areas expressing fear that this might decrease their property values. Some opposition was shown.

Alderman Giduz moved that the request for rezoning from RA-10 and Agriculture to RA-6, and request #2 for a 100 unit apartment as submitted, be referred to the Planning Board for recommendation, seconded by Alderman Page, and unanimously carried.

3. Division of the present Central Business District between CBD-1 and CBD-2. The Board studied a map showing the two districts with all of the present Central Business District except the block of East Franklin Street between Columbia Street and the Post Office and the first 200 feet of West Franklin Street as CBD-2 which requires off-street parking. Several persons opposed portions of this plan and could see no merit in requiring off-street parking from West Franklin Street properties and not making the same requirement from East Franklin Street. Alderman Strowd requested that the Planning Board explore some other solution to the problem instead of setting the proposed two zones. Alderman Giduz moved that the matter be referred to the Planning Board for recommendation, seconded by Alderman Strowd, and unanimously carried.

Public Hearing was adjourned at 8:45 p.m.

The Board then convened in a Regular Meeting.

Minutes of the November 12 meeting were adopted on a motion by Alderman Wager, seconded by Alderman Walters, and unanimously carried.

Alderman Walters introduced the following resolution and moved that it be adopted;

WHEREAS, the bond ordinance hereinafter described has taken effect and \$65,000 Municipal Building Bond Anticipation Notes dated June 19, 1962 payable December 19, 1962, issued in anticipation of the sale of the bonds authorized by said ordinance, will become due and payable on December 19, 1962, and the said Board of Aldermen desires to provide for the renewal of said notes; and

WHEREAS, the said Board of Aldermen desires to borrow additional money for the purposes for which bonds are authorized to be issued by said ordinance in anticipation of the receipt of proceeds of the sale of said bonds as hereinafter provided:

NOW, THEREFORE,

BE IT RESOLVED by the Board of Aldermen of the Town of Chapel Hill as follows:

1. The outstanding \$65,000 Municipal Building Bond Anticipation Notes payable December 19, 1962, which have been issued in anticipation of the sale of the bonds authorized by the bond ordinance entitled "An Ordinance authorizing the issuance of \$160,000 of bonds of the Town of Chapel Hill for the erection and equipment of buildings and the acquisition of a site therefor", adopted by the Board of Aldermen of said Town on March 13, 1961, shall be renewed and the additional sum of \$75,000 shall be borrowed by the issuance of \$140,000 Municipal Building Bond Anticipation Notes, in anticipation of the receipt of the proceeds of the sale of the bonds authorized to be issued by said ordinance.

2. Negotiable notes of said Town of the aggregate principal amount of \$140,000 shall be issued for all moneys borrowed pursuant to this resolution. Each of said notes shall be dated December 18, 1962, and shall be payable June 18, 1963, and shall bear interest at a rate which shall not exceed six per centum (6%) per annum payable at maturity.

3. Said notes shall be issued in such denominations and in such form and shall bear interest at such rate as may be determined, within the limitations prescribed by this resolution, by the officers authorized to execute said notes. The Mayor and the Town Clerk are hereby authorized and directed to execute said notes.

4. The Mayor and the Town Clerk are hereby authorized to make application to the Local Government Commission of North Carolina for its approval of said notes, in the manner prescribed by the Local Government Act. Said Local Government Commission is

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hereby requested to sell said notes in the manner prescribed by said Act. Said notes, when they shall have been sold by said Commission in the manner provided by law, and when they shall have been executed in the manner prescribed by this resolution, shall be turned over to the State Treasurer of the State of North Carolina for delivery to the purchaser or purchasers to whom they may be sold by said Commission.

Alderman Robinson seconded the motion, and the motion was adopted. Those voting for the resolution were Messrs. Wager, Strowd, Page, Walters, Robinson and Giduz. No one voted against it.

Petitions:

Sewer Charge

Request of Dr. Johnson, faculty advisor for Sigma Chi for relief on their sewer charge because of a broken water pipe was discussed by the Board. Dr. Johnson stated there has been an existing water problem around the building for about two years with water that seeps into storm sewers; that they finally found a broken pipe and repaired it which reduced the consumption from 200,000 gal. per month to about 52,000. Alderman Strowd moved that the Board accept the recommendation of Town Manager to base the 1962 sewer rental taxes on the period December 1961 through November 1962, seconded by Alderman Page, and unanimously carried.

Sewers

Request of Ray Jolly, 806 E. Franklin Street, that some relief be given to his request of long standing, to enable him to connect to the Town's sewer line. A diagram drawn by Thomas D. Rose, engineer was studied by the Board. Alderman Wager moved that an 8" line be constructed from the nearest manhole on Roosevelt Avenue, along Franklin Street to the center of the 200' wide vacant lot next to Mr. Jolly; that the Town pay for the cost of all line more than 200' from Mr. Jolly's property and half of the cost less than 200' from his property, with Mr. Jolly paying the rest. The cost of building the new manhole would be paid by the Town. Seconded by Alderman Strowd, and unanimously carried.

Truck Bids

The following bids were received on trucks:

Two Small Trucks

Yates Motors	With one trade-in truck	...	\$4,854.95
Harriss-Conners	do	...	5,843.34
Carpenter Motors, Durham	do	...	5,336.26

Alderman Walters moved that the Aldermen accept the Town Manager's recommendation to purchase the two trucks from the low bidder, Yates Motors, seconded by Alderman Giduz, and unanimously carried.

One Truck (for Garbage Body)

The following bids were received on the one truck:

Yates Motors	...	\$4,025.23
Harriss-Conners	...	3,836.60
Carpenter Motors	...	3,263.36

The Board discussed the practicability of accepting the low bid submitted by Carpenter Motors as this truck has been modified to meet the specifications. Alderman Strowd moved that complete specifications be gotten, before accepting a bid, seconded by Alderman Page, and unanimously carried.

Christmas Decorations

Alderman Page moved the adoption of the following resolution as read:

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING July 1, 1962, and ENDING June 30, 1963

BE IT ORDAINED by the Board of Aldermen of the Town of Chapel Hill:

SECTION I.

That the Budget Ordinance of the Town of Chapel Hill entitled, "AN ORDINANCE APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING July 1, 1962, and ENDING June 30, 1963, AND TO LEVY TAXES TO RAISE REVENUE FOR SAID FISCAL YEAR", as duly adopted on July 24, 1962, be and the same is hereby amended, as follows:

1. That the account entitled "8,000, Contingencies" be reduced by the amount of \$700.00 and that an account entitled "6351 Christmas Lighting" be established and appropriation of \$700.00 be made in this account.

This the 26th day of November, 1962.

Seconded by Alderman Strowd, and carried. Aldermen Walters and Wager voted "Nay".

Public Housing

Alderman Strowd introduced the following resolution:

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT

WHEREAS, the CHAPEL HILL HOUSING AUTHORITY and the TOWN OF CHAPEL HILL, North Carolina desire to enter into a Cooperation Agreement in connection with the development of low-rent housing units pursuant to the United States Housing Act of 1937 as amended.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen that the Local Authority and the Municipality enter into a Cooperation Agreement and the Mayor is hereby authorized to execute the same on behalf of the Municipality and the Town Clerk to attest the same and affix thereto and seal of the Municipality, said Cooperation Agreement being in substantially the following form:

Note: The Cooperation Agreement was read at the Aldermens meeting, a copy of which is attached hereto.

Alderman Page moved that the foregoing Resolution be adopted as introduced and read, which motion was seconded by Alderman Giduz and upon roll call the "Ayes" and "Nays" were as follows:

AYES

Aldermen:	Giduz	Walters
	Strowd	Wager
	Robinson	Page

NAYS

None

The Mayor thereupon declared said motion carried and said Resolution adopted.

Thoroughfare Plan

Alderman Giduz moved that the Board adopt the Major Thorofare Plan as submitted (with minor changes in lieu of a previous one adopted), seconded by Alderman Walters, and unanimously carried.

Fluoridation

Alderman Giduz urged this matter be kept moving, and states unless it can be kept alive, he fears the matter will be bogged down

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and forgotten. Town Attorney was requested to try to get a date set when some action might be taken, also to write or call the Assistant Attorney General.

Tax Releases

A list of taxes which appear on the Town's tax records which have been erroneously listed, were considered by the Board. Alderman Walters moved that the following releases and refunds be made on account of erroneous listing, seconded by Alderman Strowd, and unanimously carried:

1962 Taxes

<u>Name</u>	<u>Bill</u>	<u>Amount</u>	<u>Reason</u>
Jess W. Page Powell Street	#2129	\$109.36	Not in Town
Herbert P. Scott Farrington Road	2489	6.61	Not in Town
Ben B. Bost 18 Acres- in Carrboro	244	133.76	Not in Town
Wassily Hoeffding 306 Severin Street	3533	30.00	Double Listing
Ross. Farrington 8 & 9 Bl. Lincoln Pk	890	97.88	Not in Town Listed on O/S Sewer #3442
Clarence N. Gray University Hgts	1090	119.75	Not in Town
Robt. G. Simpson Bl. G. Lake Forest	2555	36.98	Not in Town
Donald K. Springen #9, Bl. L. Elkin Hill	2619	156.41	Not in Town. Listed on O/S Sewer #3542
Robert W. Work 73 Dogwood Acres	3049	74.55	Sewer/conflict of names
Virgil Mann Mt. Bolus	3502	30.00	Not connected to sewer
Coker College Raleigh Road	3125	50.93	Sold to the Town
Wm. S. Freeman 62 Dogwood Acres	1003	67.78	Not in Town
James N. Ford 119 Taylor Street	949	131.25	Not in Town
Claude S. George, Jr. #9 Coker	1040	203.35	Not In Town, Coker Property across ByPass.
Jessie Farrow Lloyd Field	893	3.85	In Carrboro
Hosley Perry Edwards	2213	22.66	Not in Town
Thomas Johnson Barclay Road	3474	30.00	Listed in error

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Graham H. Mosely 3 Holloway Lane	2018	20.00	Clerical error
J. R. Manley Weaver	1862	4.62	Not in Town
David Mason 608 Craig Street	1904	65.52	Property not in Town should be on O/S sewer
Earl Wynn 21-22 Lake Forest	3056	49.36	Not in Town
J. C. Herrin Box 188	1251	16.12	Double Listing
Irving C. Dodge, Jr. 10 Bl.F. Lake Forest	748	214.01	Not in Town
Clarice E. Griffith 208 Purefoy Rd	1112	97.90	Not in Town
Rufus Pendergraft Cole Hgts	2198	46.31	Not in Town
Donald J. Swift 620 Airport Road	2690	9.75	Not in Town
M. R. Carriker 433 Brookside Dr.	446	217.99	Property not in Town listed on O/S. sewer Bill #3407
Walter W. Arndt 9B Ridgefield	60	58.61 Refund	Taxes paid by Wachovia Bk in the amt. of \$206.03, should have been cr. to David Freeman in the amt. of \$147.42. Refunded Wach. Bk. \$58.61.
Jack E. Nicholson #2 Brookside Apts	2081	Refund 18.66	Paid taxes in error/ Not in town.
Jno. Wayne Masley III Lone Pine Road	1637	399.59	Real & personal, not in Town, only 1 acre valued @\$500 in Town
Mrs. J. G. Beard Durham Road	157	315.01	Sewer chgd in error/vacant lot
J. E. Monroe	1986	1.05	Clerical error/ overchge sewer rent.
S. D. Flinn #4 J.E. Connors	938	384.00	Clerical err/sewer rent charged on Bill #3322
Dr. Geo. Summer	2679	12.00	Sewer charged in error
Johnnie Barbee 45-46 Cole Heights	119	20.13	Not in Town
Barnard G. Greenberg 425 Brookside Dr.	1101	105.99	Part in Town, \$9,635 valuation in Town, Billed for 19,270
E. C. Leonard 1703 Curtis St.	1663	12.00	Charged in error.
H. C. Holloway Durham Road	1322	161.86	Only the valuation of 10,500 in Town, billed for 21,110
Elizabeth W. Buice 46 acres Harward	322	35.42	Not in Town
London Partin Piney Mt. Hill	2151	15.40	Not in Town

Ernest W. Williamson 9 Bl.D. Lake Forest 3009	13.86	Not in Town
Emory S. Hunt, Jr. Lone Pine Road	1388 212.57	Valuation of 1,105 in Town billed for 18,150
Wm. M. Black 1108 E. Franklin	198 81.40	1952 car valued at 7,500 should have been valued at \$75.00
Vello Norman 42 Clark Hills	2091 16.94	Not in Town
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Muirhead - Rebate of Taxes

Town Manager stated that the State Board of Assessment have reduced the valuation of Wm Muirhead's property at Glen Lennox for the 1961 and 1962 years' which will result in a loss of a little over \$5,000 for each year to the Town; that this is a Court Order, and will have to be met.

Bicycles

A group of bicycles recovered as stolen property which are held by the Police Department were estimated at \$50.00 value. Alderman Page moved as has been the custom in the past, that these bicycles be given to the Junior Service League, seconded by Alderman Giduz, and unanimously carried.

Re: Screening - Outdoor Storage of Cars.

Town Attorney stated that the Town must answer the court Summons for a "Restraining Order" in the matter of Harriss-Conners Chevrolet Company vs. Town of Chapel Hill and Donald Archer, Building Inspector, by December 10, The Town Attorney was requested to endeavor to have the matter set aside for a couple of days, and to study the matter and report back at the next board meeting.

New Business:

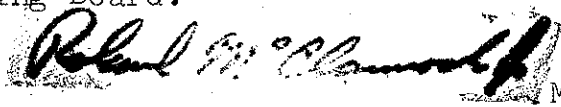
Alderman Giduz inquired if the salvaging of the Ransom House on E. Rosemary, could be hurried.

Re: McMasters Street Sewer Line

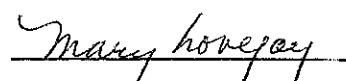
Alderman Strowd moved that when funds are available, upon proper petitioning, the Town build and assume the cost of the outfall to the sewer (about \$5,000); that the property owners be assessed for the balance; that no commitment is made by the Town until money is available. Seconded by Alderman Wager, and unanimously carried.

Alderman Walters inquired into the possibility of East Gate area considering the manner of entrance from the Durham Road as has been suggested by the Planning Board.

Adjournment: 11:05 p.m.

 Mayor

November 26, 1962

 Town Clerk

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COOPERATION AGREEMENT

This Agreement entered into this 26 day of Nov, 1962, by and between the CHASEL HILL HOUSING AUTHORITY (herein called the "Local Authority") and the Town of Chasel Hill, North Carolina (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Projects comprising approximately 200 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of North Carolina, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount by which the real property taxes which would have been paid to all Taxing Bodies for such fiscal year, if such Project were not exempt from taxation, exceeds twenty percent (20%) of the Federal Annual Contribution actually payable with respect to such Project for such fiscal year, provided that if two or more Projects are covered by one contract with the PHA for annual contributions, the amount of the Federal Annual Contribution actually payable with respect to each Project shall be determined by prorating the total Federal Annual Contribution actually payable with respect to all such Projects in proportion to the development cost of the respective Projects, or (iii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lowest.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

TOWN OF CHAPEL HILL, NORTH CAROLINA
(Corporate Name of Municipality)

(SEAL)

By

Richard M. Chandler
(Title)

ATTEST:

(Title)

Mary Loney
Town Clerk

CHAPEL HILL HOUSING AUTHORITY
(Corporate Name of Local Authority)

(SEAL)

By

William R. Cherry
Chairman
Wm R. Cherry

ATTEST:

Ruth S. Mace
Secretary

CERTIFICATE

I, Mary Lovejoy, the duly appointed, qualified, and acting
Town Clerk of the Town of Chapel Hill, N.C. do
hereby certify that the attached Extract from the Minutes of the regular
Meeting of the Board of Aldermen of said Town of Chapel Hill
held on November 28, 1962 at 8:45 o'clock p. M., is a
true and correct copy of the original minutes of said meeting on file and of
record in my office insofar as said original minutes relate to the matters in
said attached Extracts. I further certify that the copy of the Resolution
appearing in said attached Extracts is a true and correct copy of the Resolu-
tion adopted at said meeting and on file and of record in my office.

I further certify that the correct meeting place of said Board
of Aldermen is at the Town Hall in the
Town of Chapel Hill and that the time for the holding of
regular meetings of the Board of Aldermen is at
following the quarterly
hearing o'clock M., on the fourth Monday of November.

I further certify that Roland McClamroch is the duly
elected, qualified, and acting Mayor of the Town
of Chapel Hill and that Adelaide Walters,
Eugene Strowd, Roland Giduz, Hubert
Robinson, Paul Bager, and Joe Page
are the duly elected, qualified, and acting members
of the Board of Aldermen of the Town of Chapel Hill and
that they are the Aldermen constituting the governing body of the
Town of Chapel Hill; and further, that there is no litigation
pending, or threatened, challenging the rights of them or anyone of them to
hold their respective offices.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the
Town of Chapel Hill on this the 28 day of
November, 1962.

Mary Lovejoy

Town Clerk

(SEAL)