

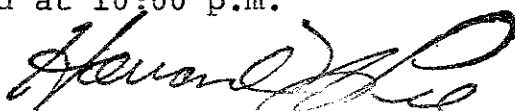
NDP area and with the Building Inspection Department. He said that person deals with personal problems, manpower and employment problems and is in contact with the local employment agency, the University and the hospital. He said the agreement with Durham involves a program which is different and will have a greater impact on the community because the Housing Services Advisor's work is limited to the Town of Chapel Hill. He said that federal funds are used for the Housing Authority's position of Housing Services Advisor and that the Department of Human Services serves in a supervisory role only and the focus is limited to the eight public housing units. Alderman Marshall asked if the Town Manager planned to bring an amendment to the budget for this position which had been overlooked. Town Manager Kendzior said yes, that a budget and personnel ordinance amendment would be submitted for the January 21st meeting. Alderman Gardner said that he did not think the Town was saving money with this arrangement. Town Manager Kendzior said that the Manpower Development Specialist position had not been filled as of November 1, 1973, that the Housing Services Advisor and the contract with Durham used funds that were in the original budget. Mayor Lee asked if the Housing Services Advisor's salary was the same as that of the Manpower Development Specialist. Town Manager Kendzior said yes. Mayor Lee asked when the Housing Services Advisor was hired. Town Manager Kendzior said November 1, 1973. Mayor Lee said that the purpose of the agreement with Durham was to enable Durham to qualify for federal funds from the Department of Labor. Town Manager Kendzior said the Town had just received a billing for that program and that it is to begin February, 1974, therefore saving the additional funds for December and January. Alderman Gardner said that his major concern was with hiring the second Housing Services Advisor.

Consumers Utility
Corporation--Executive
Session

Mayor Lee announced that an executive session of the Consumers Utility Corporation Board including representatives from Chapel Hill,

Carrboro, and Orange County, would be held on January 18, 1974 at 5:00 p.m. at the Carrboro Town Hall.

There being no further business to come before the Mayor and Board of Aldermen, said meeting was adjourned at 10:00 p.m.



Mayor



David B. Roberts, Town Clerk

MINUTES OF A PUBLIC HEARING AND REGULAR MEETING
OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE
TOWN OF CHAPEL HILL HELD IN THE MUNICIPAL BUILDING,
MONDAY, JANUARY 21, 1974 AT 7:30 P.M.

The Board of Aldermen met for a public hearing, followed by a regular meeting, on January 21, 1974 at 7:30 p.m. in the Municipal Building. The roll was reported as follows:

Present:	Gerald Cohen
	Thomas Gardner
	Shirley E. Marshall
	Sid Rancer
	R. D. Smith
	Alice M. Welsh
Absent:	Howard N. Lee, Mayor

A quorum of the Board was present and in attendance at the meeting. Also present were Town Manager C. Kendzior, Town Clerk D. Roberts, and Town Attorney E. Denny.

PUBLIC HEARING

Parking Garage Ordinance--
Regulations for Special
Use Permits

Mayor pro tem Smith opened the public hearing before the Board of Aldermen and the Planning Board of the Town of Chapel Hill to consider an

amendment to the Ordinance Providing for the Zoning of Chapel Hill and Surrounding Areas, changing Section 4-D-11 of said ordinance (transferring authority from the Zoning Board of Adjustment to the Board of Aldermen and establishing standards for granting Special Use Permits for parking garages). Mr. Kurt Jenne, Director of Urban Development, reviewed the proposed changes and proposed four additional changes; 1) Changing Section 4-D-11-e-1 from "stabilized surface" to "paved surface"; 2) Changing Section 4-D-11-f-2 to read; "EXISTING SITE CONDITIONS SURVEY at a scale not less than 1 inch to 30 feet showing site boundaries, topography of the site at contour intervals of no greater than five (5) feet, trees and natural elements, easements and rights-of-way, above ground and below ground facilities; 3) Changing Section 4-D-11-f-3 be changed to read; "PRELIMINARY SITE DEVELOPMENT PLAN at the same scale as in item (2) above showing all proposed and required building construction, grading, topography of the site at contour intervals of no greater than five (5) feet, paving, location of signs, lighting, and trash disposal facilities"; 4) Deleting Section 4-D-11-f-8. Subsequent paragraphs would be renumbered accordingly. He also recommended moving the NOTE at the end of ordinance to the end of Section 4-D-11-f-5.

Alderman Marshall asked how these recommended changes related to the advertisement of public hearing. Town Attorney Denny said that the only change that may cause concern is Section 4-D-11-3-1 changing "stabilized" to "paved." The rest are just rearrangements with the same content. Alderman Cohen asked clarification of the term "stabilized." Attorney Denny said that "stabilized" does not necessarily mean "paved" and "paved" indicates a higher degree of stabilization. Mr. Jenne said that in practice the change would not make much difference. Alderman Welsh asked if the Planning Board has considered the problems of parking garages per se, such as odors, noise, light at night, location and size. She said if the ordinance has to be readvertised, the Planning Board might also consider the possibility of recreational use of the top deck. Mr. Jenne said the ordinance did not go to Planning Board since the Board of Aldermen requested the ordinance to be advertised. Alderman Marshall said that maybe the height of parking garages should be included in the ordinance. Attorney Denny reminded the Board that this ordinance is being considered at this time to whether the Board of Adjustment or the Board of Aldermen will have the authority to grant the special use permits. He also said that at the present time the only districts that can have parking garages, with the exception of University A and University B, are residential districts, that they are not permitted in the central business district. Alderman Cohen noted that the ordinance refers to garages for use for public or quasi-public institutions and not for business. If the Planning Board reconsiders the whole ordinance then the Board can ask to readvertise it. Mayor pro tem Smith asked for objections to the proposed amendment. There were none. Mayor pro tem Smith asked for comments in favor of the proposed amendment. There were none. Alderman Cohen moved, seconded by Alderman Marshall that the proposed ordinance be referred to the Planning Board along with the amendments suggested by the Director of Urban Development and suggestions given by Alderman Welsh for the Planning Board's reactions and recommendations. Said motion was unanimously carried. The public hearing was adjourned at 7:55 p.m.

REGULAR MEETING

Alderman Marshall moved, seconded by Alderman Rancer, to approve the minutes of the meeting of January 14, 1974 as corrected. Said motion was unanimously carried.

Street Venders

Alderman Marshall petitioned the Board to place street venders on

the agenda since on December 10, 1973 the Board made a commitment to do so. Alderman Welsh objected.

Ramp--Franklin Street

Alderman Marshall petitioned the Board to place an item on the

agenda regarding the almost continuous use of the curb-cut on Franklin

Street by Battle, Vance and Pettigrew as a loading zone, that was primarily intended by the use of the handicapped. Alderman Welsh moved, seconded by Alderman Cohen, to receive the petition regarding the curb-cut and place it at the end of agenda. Said motion was unanimously carried.

Board of Aldermen--
Payment Schedule

Alderman Cohen petitioned the Board to place an item regarding the time of payment for Board of Aldermen on the agenda. Alderman Welsh moved, seconded by Alderman Gardner, to receive the petition and consider it with personnel ordinances on the agenda. Said motion was unanimously carried.

Bolinwood Apartments--
Special Use Permit Extension

Mayor pro tem Smith said Mr. Joseph Hakan, General Partner, Bolinwood Apartments, 500 Umstead Drive, requested an extension on the Special Use Permit which expired January 18, 1974. The Manager recommends that this be referred to the Town Manager to be reviewed with the staff for suggestions. The Inspection Department has received many complaints from tenants. Town Manager Kendzior said that his recommendation for review is based on the fact that the petition was received too late to be reviewed at the regularly scheduled time, and that many complaints have been received recently from residents. Before an extension is granted, consideration should be made of things not completed to date, and also some attempt should be made to resolve the complaints that have been received from the residents. Alderman Rancer moved, seconded by Alderman Gardner, that action on the petition to extend the special use permit for Bolinwood Apartments be deferred to January 28, 1974 Board of Aldermen meeting. Said motion was unanimously carried. Alderman Welsh asked what the procedure was for notifying people that their special use permits were expiring. Town Manager Kendzior said that he would have to check, but would have this information at the January 28, 1974 meeting.

Street Improvement Project--
229 Graham Street,
Acquisition of

Alderman Welsh, Chairperson of Special Committee to Study Acquisition of this property, reported that the committee met on January 11, 1974 to consider the acquisition of Mr. Clifton Eubank's property for NDP street improvements. The general feeling of the committee members was that housing should be saved whenever possible. The house is not in NDP area; it had been in the original area at which time Mr. Eubanks had been offered a satisfactory amount to find other housing. At this point he could not find other housing for the amount of money offered for the house. The committee tried to find other solutions. The logical approach seemed to widen the curb-cut at Whitaker, Nunn and Sykes streets, thus getting a better sight line and eliminating some of the problem of speeding, that the residents probably would not mind if a small area is taken from their property, and that this will mean that the cost of changing the intersection will be probably \$10,000 less than proposed originally. The committee recommends that Mr. Eubanks' property not be acquired and that the radials of the streets and the sight lines be improved in the area. Alderman Marshall moved, seconded by Alderman Gardner, adoption of the report of the Special Committee as presented. Town Attorney Denny commented that this report has also been approved by the Housing Authority Board. Said motion was unanimously carried.

Energy Conservation Task
Force--Report

Alderman Marshall reported that a letter from Mrs. Mary Bell B. Jones, Chairman of Public Affairs Division of Chapel Hill Women's Club was received at the January 14, 1974 meeting and referred to the Energy Conservation Task Force. This letter suggested closing stores on Sundays as an energy conservation measure. A copy had also been sent to Mr. Joe Augustine of the Merchants Association, and was forwarded to their members for information only. The Energy Conservation Task Force supports voluntary action that saves energy, but does not see what selecting Sunday as target has to do with saving energy. There are people who can only shop on Sundays, and they might be forced to drive as far as Greensboro or Raleigh if such a plan were adopted.

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North Lakeshore Drive--
Street and Sidewalk
Improvements

Town Manager Kendzior said that the proposed project for paving North Lakeshore Drive, with curb and gutters, to a width of thirty-

six (36) feet, for which a contract was let, was challenged by the residents on the grounds that there were not enough valid signatures on the petition. Property owners objected to the width and possible increased traffic. The Town decided to pave to thirty feet instead, with a sidewalk on the north side, connecting to the sidewalk on Curtis Road, and a bicycle path on the south side. Notices were sent to the property owners, stating that a new petition was required in order to make these improvements. He said there are less than twenty signatures on the petitions, which means that the improvements cannot be assessed. The contractor, Muirhead Construction, has to know definitely by February 1, 1974 of the Town's intentions in this matter. There are four alternatives: 1) abandon the project and pay the settlement cost to the contractor of about \$13,000. Part of this cost is in materials that may be used in bridge constructions at Curtis Road and Honeysuckle Road. The rest is \$850 bond from contractor and \$6,000-\$7,000 penalty charge. 2) installation of the project without assessment, with the Town paying the entire cost. 3) widen and pave the street without curbs, sidewalks or bicycle paths. 4) the recommended one, widen and pave to width of thirty feet, with curb and gutters on the north side and install a graded sidewalk on the north side. He said if the street is just paved, there is still the problem of flood water control and of children walking in the road. The Town will have to pay the entire cost, but that should not establish a precedent for future assessments. The decision has to be made by January 28, 1974. Alderman Rancer asked if there would be a penalty if alternative four is decided on. Mr. Kendzior said that this would be included in the project. The contractor was ready to start on the project in September, the delay has caused construction costs to increase considerably. The original estimates were for \$137,000 for a thirty-six feet width with curb and gutters on both sides, now the estimate is \$163,000 for a thirty foot width with curb and gutter on the north side only. Alderman Welsh said that the Town Manager's recommendation meets the concerns of residents as expressed at the October 1, 1973 Public Hearing. Town Manager Kendzior said that widening to thirty feet with curb and gutter on one side only will make it possible to widen the street in the future, if the traffic increases substantially, and curb and gutter could be installed on the other side then. The original project called for three-quarters inch surface course on top of the existing street, which would make it almost level with the curb and gutter to be installed. The present plan calls for raising curb and gutter one and a half inches, which allows for a two inch surface course to cover the existing pavement. Mayor pro tem Smith commented that with the decreased width and a sidewalk, the property owners should be willing to sign the petition and wondered if owners could be contacted. Town Manager Kendzior said that all owners have been notified, some individuals have solicited signatures door-to-door in the neighborhood but without much success. Alderman Welsh asked what the cost of maintenance is and what it would be if the improvements were not made. Town Manager Kendzior said there are serious drainage problems.

Mayor Lee came to the meeting.

Alderman Gardner said that he too is disappointed that there are not more signatures, and that the Board could consider abandoning the project. Town Manager Kendzior said that the staff has spent a great deal of time on this project, that the residents have spent time soliciting signatures. Some of the residents who have come in have been enthusiastic about the project, others have been concerned about the cost. There has also been some concern from residents on the north side of the street about the cutting of banks because of the steep grade. Alderman Smith asked what width the right-of-way is. Town Manager Kendzior said that he thought it was sixty feet, but that he would have to check. Alderman Marshall asked Town Attorney Denny whether the residents can be assessed if there is a real need for the project and if the Board members ascertain this need. Town Attorney Denny said that if the project is in the public interest

based on the personal investigation of the Aldermen, a special assessment could be charged after a public hearing. He also said that it is possible to curb only one side and to assess only that side of the road. This particular alternative would require a new public hearing. Town Manager Kendzior asked whether the project done without a petition, assessing only one side, could be ready by January 28, 1974. Attorney Denny said no, since it would need to be presented to residents at a public hearing. Alderman Smith asked how many residents refused to sign the petition. Mr. Kendzior said at least six. There are 48 property owners involved, and 51% need to sign. Alderman Smith asked that the property owners be contacted by telephone to find out if they will sign and then these be contacted in person. The residents at the hearing seemed to support the need for the project. Alderman Cohen said that the agreement was among the fifteen or twenty people who came to the hearing but they may not have spoken for the majority. Alderman Smith said that in the original petition there were almost enough signatures. Town Attorney Denny said that there is some question about that, since some had indicated conditions which had to be included before they would approve the project. Alderman Marshall said that several of the people at the hearing were members of the Lake Forest Association but their property was not involved. Mayor Lee suggested that the Town Manager contact those individuals who presented themselves as the leaders and put the responsibility on them to see that those interested sign the petition and if there are not enough signatures by the next meeting, the Board consider not acting on the project.

Budget Ordinance--
Proposed Changes

Town Manager Kendzior presented proposed amendments in the Budget Ordinance. If these changes are

approved by the Town Board, the Budget Ordinance will be prepared for the January 28, 1974 meeting. Alderman Marshall asked that the dates of action related to budget amendments be included in future budget ordinances. Alderman Cohen asked for an explanation of the increase in item 10-510-57, Police Department, Misc. Expense, including what kind of results are being produced, the priorities on spending, and the internal controls on the use of this money. Town Manager Kendzior said that he would have a report on this item by next week. Alderman Cohen said that he is concerned whether the increase from \$2,000 to \$4,500 for information and evidence buys indicates new enforcement policies, that past purchases have not resulted in anything or exactly why such a huge increase is needed. Alderman Cohen moved that the manager give a report on section 10-510-57 in two weeks. The motion died for lack of a second. Alderman Cohen said that he would like to reserve the right with the consent of the other Board members to make a motion on this item next week. Mayor Lee said that he recognizes the necessity for the item, and that it has been a concern to him and other Board members. Alderman Welsh asked if item 530, Fire Department, reflects the retroactive pay raise. Town Manager Kendzior said yes and that this was reflected in the ordinance on personnel, Section III. Alderman Gardner asked if the financial picture warrants retroactive pay raises. Town Manager Kendzior said that on November 26, 1973, the manager recommended pay raises be effective January 1, 1974; Alderman Scroggs recommended that if funds were available the pay raises be retroactive to May 1, 1973. This was possible only because of an increase in revenues. Alderman Gardner asked if section 10-620-25 would be in conflict with the Recreation Commission's authority over the budget. Town Manager Kendzior said that this item was amended in consultation with the Recreation Commission. Alderman Gardner asked about the item under Council on Aging, Training and Conferences, the additional \$1975. Mr. Neal Evans, the Finance Director, said that this reflected the stipends paid in six payments to seven trainees attending the housekeepers training program. Alderman Gardner asked about the donations for this program. Mr. Evans said that \$404 was from donations this year. Alderman Cohen asked if the \$7,000 donation reported in newspapers will be included at some future time. Mr. Evans said that this amount has not been received yet, so is not reflected in the budget amendment. Alderman Gardner asked about the increase in 10-620-25 Recreation Department, Personnel, \$5,603. Town Manager Kendzior said that he will have information about that by next meeting. Town Attorney Denny said that he is concerned about how the manager will handle the discussion of miscellaneous expense in the Police Department, because some of the cases are still pending, and should not be discussed publicly. Town Manager Kendzior said that his report will not include any individual cases. Town Attorney

Denny asked if that will satisfy the Board. Alderman Cohen said that he is interested only in the policy regarding the use of the fund. Mayor Lee said that the three major points of concern are the general policy governing the fund, the accounting mechanisms controlling it, and the factors causing the increase in amount requested. Alderman Gardner said that the question of accounting and record keeping are questions that have been raised before. He asked Mr. Evans if some procedures have been developed to affect the handling of this fund. Mr. Evans said that some new procedures have been tried, but the fund is left mainly to the Manager and the Police Chief. Alderman Marshall said because of the general concern the item might be better removed from this budget ordinance until the Board's questions are answered. Mayor Lee said that the Board needs to make a decision. Alderman Cohen moved, seconded by Alderman Marshall, that the section 10-510-57 be deleted from the proposed ordinance and request the Manager to make a recommendation regarding the need for the extra funds in this fiscal year. Alderman Smith asked for the report by next meeting, at which point the Board may find that the increase is necessary or that it can be deleted. The vote was defeated by a vote of two to four, with Aldermen Gardner, Rancer, Smith and Welsh opposing. Alderman Welsh reminded the Manager with regard to item 10-353-02, Fire protection UNC, that the Town needs a formula for dealing with the University with regard to police, fire and other services. Mr. Kendzior said that the staff is preparing a report with cost estimate comparisons with other communities. The report should be ready for the Board before end of the month. Mayor Lee said that this report is to be placed in ordinance form for consideration and adoption by the Board at the January 28, 1974 meeting.

Board of Adjustment--
Appointments

Mayor Lee said Werner Hausler, T. B. Spiller, James Williams, Paul Verkuil and Ann Slifkin

were nominated for the two vacancies and he asked for other nominations. Alderman Smith moved, seconded by Alderman Marshall, that nominations be closed. Said motion was unanimously carried. The Board voted by paper ballot. Mayor Lee asked Town Attorney Denny to validate votes Mr. Werner Hausler with five votes and Ms. Ann Slifkin with four votes were appointed to the Board of Adjustment for three-year terms beginning July 1, 1973.

Recreation Commission--
Appointment

Mayor Lee said Mr. Cameron Hargraves was nominated for the vacancy on the Commission and he

asked for other nominations. Alderman Gardner moved, seconded by Alderman Marshall, that Cameron Hargraves be appointed by acclamation for a three-year term beginning January 1, 1974. Said motion was unanimously carried.

Releases and Refunds

Alderman Smith moved, seconded by Alderman Gardner, that the

following resolutions for releases and refunds be granted.

RESOLUTION - TAX RELEASES

WHEREAS taxes listed below were erroneously levied through clerical error on properties belonging to the following:

Lovie I. Thompson	6266	\$ 98.05	The addition was put on the wrong bill
Glen Thursby	6281	20.49	His car was registered in Oslo Co.
R. Henry & Margaret Temple	6223	185.00	Real property in Rolling Hills
Florence C. White	6725	10.85	Property located outside. Gave inside address.
Larry B. Fearrington	1967	14.52	Property listed in Chatham County.

Anthony E. Balestro	7659	2.00	Was charged for a Male dog, owned a spayed female
W. B. Upchurch	6402	36.00	Not connected to sewer.
Jorgen Peteren Eifriedo	7845	90.00	Not connected. Charged in error
T/A Danwick	7397	99.72	This was double listed
Mabel Bynum	868	26.00	Not connected to sewer

WHEREAS, the above list of persons has made application for release of said taxes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Chapel Hill, that it finds the taxes on the above listed persons were levied through clerical error, and in the discretion of the of the Board should be released to the taxpayer, IT BEING FURTHER RESOLVED that the Tax Collector is authorized and empowered to make such release.

RESOLUTION - TAX REFUNDS

WHEREAS, taxes listed below were erroneously levied and collected through clerical error on properties belonging to the following:

American Leasing Plan	700 ² 2	35.15	1973 Chev. picked up in error.
Mabel Bynum	1972(917)	36.00	Was charged sewer in error.
	1971(884)	36.00	Not connected.

WHEREAS, the above listed persons have made application for refund of said taxes.

Said motion was unanimously carried.

Edward J. Kaiser--
Resolution

Alderman Marshall moved, seconded by Alderman Gardner, that the following resolution be adopted.

A RESOLUTION COMMENDING MR. EDWARD J. KAISER FOR HIS SERVICE TO THE TOWN OF CHAPEL HILL AND ITS RESIDENTS

WHEREAS, Mr. Edward J. Kaiser served as a member of the Chapel Hill Community Appearance Commission from 1968 through January, 1974; and

WHEREAS, during said period, Mr. Kaiser served the Town of Chapel Hill and its residents faithfully, diligently, and devotedly during this period; and

WHEREAS, Mr. Kaiser made a special contribution during his period of service in advancing the purposes of the Community Appearance Commission; and

WHEREAS, Mr. Kaiser has resigned from the Community Appearance Commission for personal reasons; NOW THEREFORE

BE IT RESOLVED that the Board of Aldermen of the Town of Chapel Hill, North Carolina, on behalf of the government and citizens of the Town of Chapel Hill, expresses its deep appreciation and thanks to Mr. Edward J. Kaiser for his faithful and devoted service, while serving on the Community Appearance Commission.

BE IT FURTHER RESOLVED that the Clerk of the Board of Aldermen of the Town of Chapel Hill be hereby directed to forward a duly signed and attested copy of this resolution to Mr. Edward J. Kaiser, and to file a copy of the resolution in the permanent records of the Town of Chapel Hill.

BE IT FURTHER RESOLVED that this resolution be effective immediately upon its adoption.

This the twenty-first day of January, 1974.

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Said motion was unanimously carried.

Hazel Craige--Resolution
resolution be adopted.

Alderman Cohen moved, seconded by
Alderman Smith, that the following

A RESOLUTION COMMENDING MS. HAZEL CRAIGE FOR HER SERVICE TO THE TOWN OF
CHAPEL HILL AND ITS RESIDENTS

WHEREAS, Ms. Hazel Craige served as a member of the Chapel Hill Community Appearance Commission from April, 1971 through December, 1973; and

WHEREAS, during said period, Ms. Craige served the Town of Chapel Hill and its residents well, particularly through her work on special projects to improve the appearance of the Town; and

WHEREAS, Ms. Craige's term on the Community Appearance Commission has expired; NOW, THEREFORE,

BE IT RESOLVED that the Board of Aldermen of the Town of Chapel Hill, North Carolina, on behalf of the government and citizens of the Town of Chapel Hill, expresses its deep appreciation and thanks to Ms. Hazel Craige for the time and service she devoted to the community while serving on the Community Appearance Commission.

BE IT FURTHER RESOLVED that the Clerk of the Board of Aldermen of the Town of Chapel Hill be hereby directed to forward a duly signed and attested copy of this resolution to Ms. Hazel Craige and to file a copy of the resolution in the permanent records of the Town of Chapel Hill.

BE IT FURTHER RESOLVED that this resolution be effective immediately upon its adoption.

This the twenty-first day of January, 1974.

Said motion was unanimously carried.

Chapel Hill Public Library-- Mayor Lee presented the resolution
Agreement for Improvement authorizing the Town Manager to enter into an agreement with Donald E. Stewart, City Planning and Architectural Associates for improvements for the Chapel Hill Public Library. Alderman Gardner said the Board of Aldermen have already appropriated \$30,000 for these improvements and asked if the Library Board understood that the architects fee was included in the \$30,000. Town Manager Kendzior said yes. Alderman Gardner said that the architects fee seemed rather high. Town Manager Kendzior said that the Library Board members made a survey of other consultants in the area and the fee was in line, and the reason for incorporating the articles of agreement in the minutes is to insure that they will be part of the permanent record. The Library Board has recommended that this be done. Alderman Smith asked if \$30,000 will be sufficient with the inflation. Town Manager Kendzior said that the Library Board understands the need to stay within these funds, and if their budget is larger, they may delete some items. Alderman Smith moved, seconded by Alderman Gardner, that the following resolution be approved.

R E S O L U T I O N

RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH DONALD E. STEWART OF CITY PLANNING AND ARCHITECTURAL ASSOCIATES TO RENOVATE THE CHAPEL HILL PUBLIC LIBRARY,
CHAPEL HILL, NORTH CAROLINA

BE IT RESOLVED by the Board of Aldermen of the Town of Chapel Hill, North Carolina:

SECTION I: That the Town Manager of Chapel Hill, North Carolina is authorized to enter into an agreement with Donald E. Stewart

of City Planning and Architectural Associates to renovate the Chapel Hill Public Library on Franklin Street, Chapel Hill, North Carolina.

SECTION II: The Architect will perform the professional services for the project in accordance with the terms and conditions of this agreement as follows:

ARTICLE 1

ARCHITECT'S SERVICES

1.1 Basic Services

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

- 1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
- 1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.
- 1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

- 1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
- 1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

- 1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
- 1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
- 1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

- 1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.
- 1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.
- 1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.
- 1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.
- 1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make deci-

sions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.9 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.2. The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

- 1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.
- 1.3.2 Providing financial feasibility or other special studies.
- 1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.
- 1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 1.3.6 Preparing documents for alternate bids or out-of sequence services requested by the Owner.
- 1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.
- 1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.
- 1.3.9 Providing services for planning tenant or rental spaces.
- 1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.
- 1.3.11 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 1.3.12 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.
- 1.3.13 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
- 1.3.14 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 1.3.15 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 1.3.16 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.
- 1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

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- 1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
 - 1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.
 - 1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding his requirements for the Project.
- 2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.
- 2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.
- 2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law of the Contract Documents.
- 2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.
- 2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.
- 2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

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ARTICLE 3

CONSTRUCTION COST

- 3.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, and shall be determined as follows, with precedence in the order listed:
 - 3.1.1 For completed construction, the total cost of all such Work;
 - 3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or
 - 3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.
- 3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.
- 3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.
- 3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect or the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from an Statement of Probable Construction Cost or other cost estimate prepared by him.
- 3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.
 - 3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional as necessary to bring the construction Cost within the fixed limit.

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The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreements.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

- 4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction iat the site.
- 4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holdidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

- 5.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:
 - 5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.
 - 5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.
 - 5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

- 6.1 Payments for Principals' services, employees' time and services of professional consultants as provided in Paragraph IIa (Page 2) and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered.
 - 6.1.1 An initial payment as set forth in Paragraph IIb (Page 2) is the minimum payment under this Agreement.
- 6.2 No deductions shall be made from the Architects's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 6.3 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and

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all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's Compensation shall be subject to renegotiation.

- 6.4 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

- 11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association when obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
- 11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other

matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- 11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

SECTION 3: The Architect compensation will be as follows:

Senior Partners (Donald E. Stewart and Robert N. Anderson)	\$ 35.00 per hour
Junior Partners (Jon A. Condoret, Morris Brookhart, and Ray Green)	\$ 25.00 per hour

Employees' time computed at a multiple of 2.5 times the employees' Direct Personnel Expense as defined in Article 4 of this resolution.

Services of professional consultants at a multiple of 1.15 times the amount billed to the Architect for such services.

Architect's reimbursable expenses as defined in Article 5.

Times and conditions of payment defined in Article 6.

SECTION 4: Any charge for architectural services beyond a total of \$3,000 staff be approved by the Library's Board of Trustees.

SECTION 5: Plans and specifications will be completed within 45 days of execution of contract.

SECTION 6: This agreement will terminate automatically December 31, 1974.

Adopted this the 21st day of January, 1974.

Said motion was unanimously carried.

Personnel Ordinance-- Salary and Position Classification

Mayor Lee asked for a description of the duties of the Human Services Assistant. Town Manager Kendzior said that the duties involve work-

ing with the local employment agencies, assisting the Human Services Director with cases in the original NDP area and in Town, since the Housing Authority Advisor is restricted to handling cases in the new NDP area, where there alone are a hundred cases. He has for example, worked recently in trying to relocate Mr. Cliff Eubanks and his job

is to handle any walk-in or miscellaneous requests that pertain to the Human Services Department. Mayor Lee asked how many people were on the Human Services staff. Town Manager Kendzior said five, including Human Services Director, Secretary, Assistant, Police Social Worker and the Social Worker Aide, who also works with the Housing Authority. This does not include the Council on Aging or RSVP staff. Alderman Gardner said that three or four names have been given this position. As it presently is described, the person with Housing Authority gets \$7,548 and with the one with the Town gets \$8,748. Basically the job is the same, but one is in NDP area and the other is in town mainly in public housing. Mr. Kendzior said that one position is limited to NDP area only, the other position is outside NDP area and also involves the supervision of the NDP position. He does not know how the salary for the Housing Authority position was reached, but the one for Human Services Assistant reflects the requirements for the job. For example, a patrolman does not require a degree, and the starting salary is \$7,548. Human Services Assistant needs a degree for the job. Mayor Lee said that with the concurrence of the Manager, he recommends that the Board consider adoption of the portion of the ordinance related to the Fire Department and delaying action on the Human Services position to provide an opportunity for further consultation, and reporting back to the Board in two weeks. Alderman Smith moved, seconded by Alderman Gardner, to adopt the following ordinance.

AN ORDINANCE TO AMEND THE SALARY AND POSITION CLASSIFICATION PLAN FOR THE VARIOUS TOWN EMPLOYEES BEGINNING JULY 1, 1973 AND ENDING JUNE 30, 1974.

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

SECTION I. That the Ordinance of the Town of Chapel Hill entitled: "An Ordinance Establishing Salary Ranges, Position Classification, Salaries, Bonds of Officials and Certain Benefits. For the Various Salaried and Hourly Full-Time Employees, and Salaries for the Various Part-Time and Non-Permanent Employees Within the Service of the Town of Chapel Hill, North Carolina, For the Period July 1, 1973 to June 30, 1974" as duly adopted on July 23, 1973 be and the same is hereby amended as follows: That the amended salary schedule for the Fire Department adopted November 26, 1973 become retroactive to May 1, 1973.

SECTION II. That all Ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 21st day of January, 1974.

Said motion was unanimously carried.

Board of Aldermen--
Schedule of Payment

Alderman Cohen said that it is more desirable for the Aldermen to be paid on a monthly basis

instead of quarterly. Alderman Cohen moved, seconded by Alderman Marshall, that an Ordinance be drafted to amend the payment classification ordinance to provide for monthly payments to the Mayor and Board members. Mayor Lee asked if there would be any computer problems. Mr. Evans, the Finance Director, said no. Said motion was unanimously carried. Mayor Lee said the ordinance will be effective as of the next quarter.

Animal Ordinance--
Amendment

Mayor Lee read an amendment to Section 4-30 of the Animal Ordinance. Alderman Marshall

moved, seconded by Alderman Gardner, to adopt the following ordinance amendment as read:

AN ORDINANCE TO AMEND SECTIONS OF THE ANIMAL ORDINANCE, CHAPTER 4 OF THE CODE OF ORDINANCES.

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

SECTION I

§4-30(f) of the Code of Ordinances, Town of Chapel Hill, be amended by striking the words "tax tags" and replacing them with the words "license tags."

SECTION II

That §4-33 of the Code of Ordinances, Town of Chapel Hill be amended by striking the words "tax tags" and replacing them with the words "license tags."

SECTION III

That §4-37 of the Code of Ordinances, Town of Chapel Hill be amended by inserting the words "within five (5) working days of its assessment" immediately after the word "shall."

SECTION IV

All ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 21st day of January, 1974

Said motion was unanimously carried. Alderman Smith said that the leash law became effective on January 2, 1974, but that the animal warden has been selling dog tags this month. He hoped that in the future the Warden can be relieved of this responsibility. Town Manager Kendzior said that this involved only two days and that other people are now selling them. Mayor Lee said that near the Oaks several dogs have been victims of some kind of poisoning, and that the animal warden will aid in prosecuting to the fullest extent of the law anyone caught in the act of poisoning. He said several individuals have indicated that they thought that they were exempt from the leash law ordinance, but that no one is exempt until the Board of Aldermen changes the ordinance.

Parking Lots 3 and 4--
Revenue From

Mayor Lee read a letter from Southland Associates and Ruth H. Sloan, Lessors, requesting

that all the revenue from parking lots 3 and 4 be turned over to them until a new agreement can be drafted. The revenue has been substantially reduced because of the enforcement problems. Town Manager Kendzior said the current taxes on the property have almost doubled. Property owners felt they were not realizing a return with the increase in tax revenue and decrease in parking revenue. Attendant supervision is planned in near future, and this also will increase the overall cost. As a result, a substantial increase in parking fees is anticipated. On Lots 1 and 2 driveways need to be changed, and an attendant may be on duty in three to four weeks. For Lots 3 and 4 the old booth is still available, one driveway needs to be blocked off, and an attendant may be on duty within the next week. A revised schedule of new rates to incorporate labor costs should be ready for presentation to the Board at the January 28, 1974 meeting. Alderman Marshall asked if the illegal parking situation within the lots has been checked. Town Manager Kendzior said that the vehicles were ticketed but not towed away. He asked Town Attorney Denny if a special ordinance would be needed to tow these vehicles. Town Attorney Denny said yes. Alderman Cohen said that these problems are partially the result of the UNC changes in their parking policy.

Alderman Marshall said that she checked a number of times this past week at the curb-cut for handicapped located on E. Franklin Street near Battle, Vance, and Pettigrew and trucks were always blocking the ramp. The handicapped plan their movements, and since this space is frequently used for loading and unloading they are blocked. She said it is necessary to enforce this and other provisions for the handicapped as well. Alderman Smith asked if cars can be towed from the handicapped spaces. Town Attorney Denny said that there are towing provisions for cars parked in front of fire hydrants and driveways and that the Board could add tow provisions for facilities provided for the handicapped. Alderman Smith moved, seconded by Alderman Marshall, that an ordinance be drawn up for towing vehicles illegally parked in front of ramps or areas reserved for the handicapped. Town Attorney Denny said that when the Highway Department repaved Franklin Street they removed all yield to pedestrians signs and then replaced them, and the crosswalks were unmarked for a long time. He asked the Aldermen to consider including in the towing ordinance cars blocking any kind of cross-walks. Said motion was unanimously carried.

Alderman Smith asked how increased fees in lots 1 and 2 will affect revenues from lots 3 and 4, and what expenses do the owners of these lots have. Town Manager Kendzior said that the Town maintains the lots and that the revenues are shared, with Town receiving 25%. With the removal of meters, the owners have indicated that they want a new agreement since they have to pay increased taxes. Parking is becoming very expensive for the Town to be involved in, since personnel will now have to be paid. The parking rates will have to generate enough revenue or they will need to be increased again. The rates will be the same in all parking lots. Alderman Smith moved, seconded by Alderman Gardner, that the agreement be approved to turn over all revenue from parking lots 3 and 4 to the lessors until a new agreement can be drafted. Town Attorney Denny said that the lots owned by Carl Smith and the University Baptist Church, which have some individual leasing of spaces and some meters are also affected by the lack of enforcement of meter collection. If all the revenues are returned for lots 3 and 4, than the same should be done with these other lots also. Town Manager Kendzior said that it is intended that these two small lots will be turned over completely for individual space leasing. Mayor Lee asked if an ordinance is needed for this action rather than just a motion. Attorney Denny said that in absence of a lease the owner is entitled to all the revenue. Alderman Marshall moved, seconded by Alderman Gardner, to amend the motion to include lots 5 and 6. Said amended motion passed by a vote of five to one with Alderman Welsh opposing.

Marlboro Meadows--
Construction Schedule

Mayor Lee said that the date for starting the project is March 1, 1974 and the completion date is

September 30, 1975. Town Manager Kendzior recommended that the special use permit be incorporated and amended to include the dates of the project. Alderman Cohen moved, seconded by Alderman Gardner, that the special use permit for Marlboro Meadows amended to include the starting date of March 1, 1974 and the completion date of September 30, 1975. Said motion was unanimously carried.

Board of Aldermen--
Work Sessions

Mayor Lee announced the following schedule of work sessions:

Jan. 31, 1974----5:00 P.M.----208 Funds and Utilities
Feb. 5, 1974-----4:30 P.M.----Board of Aldermen Work Session--
The Police Department
Feb. 9, 1974-----9:00 A.M.-12:00 P.M.----CATV
Feb. 14, 1974----4:00 P.M.----Public Transportation
Feb. 23, 1974----9:30 A.M.----Work Session Administrative Re-
structuring
March 16, 1974---9:00 A.M.-12:00 P.M.----Thoroughfare Plan

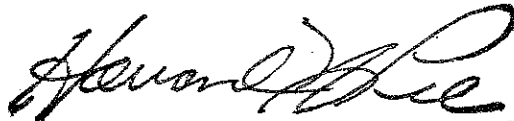
Carrboro Sewerage Agreement to be scheduled at later time.

Housing Loan Trust Fund--
Placement on Agenda

Town Attorney Denny requested that a preliminary report on the Housing Loan Trust Fund be included

on the agenda for January 28, 1974.

There being no further business to come before the Mayor and Board of Aldermen, said meeting was adjourned at 9:55 p.m.



Mayor



David B. Roberts, Town Clerk

MINUTES OF A PUBLIC HEARING AND REGULAR MEETING
OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE
TOWN OF CHAPEL HILL HELD IN THE MUNICIPAL BUILDING,
MONDAY, JANUARY 28, 1974 AT 7:30 P.M.

The Board of Aldermen met for a joint public hearing with the Planning Board, followed by a regular meeting, on January 28, 1974 at 7:30 p.m. in the Municipal Building. The roll was reported as follows:

Present:

Gerald Cohen
Thomas Gardner
Sid Rancer
R. D. Smith
Alice M. Welsh

Absent:

Howard N. Lee, Mayor
Shirley E. Marshall

A quorum of the Board was present and in attendance at the meeting. Also present were Town Manager C. Kendzior, Town Clerk D. Roberts, Town Attorney E. Denny, Mr. Philip Cooke and Ms. Peg Parker.

PUBLIC HEARING

Electrical Power Substation--
Special Use Permit

Mayor pro tem Smith read a request from Piedmont Electric Membership Corporation for a Special Use Permit

under Section 4-D-17 of the Zoning Ordinance to erect an electric power substation on Smith Level Road, on property identified as Lots 2 and 3, Block A, Orange County Tax Map 126; and a request for a Special Use Permit under Section 4-D-20 of the Zoning Ordinance to erect an electric power transmission line on this property and in the rights-of-way of Smith Level Road (S.R. 1919) and Damascus Church Road (S.R. 1939). Mr. Kurt Jenne, Director of Urban Development, showed the area on the map and explained that it lies in area zoned Agricultural and just to the north of the RA-10 zone that contains Dogwood Acres. The outer loop of the proposed thoroughfare plan intersects Damascus Church Road just to the west of the proposed substation. The site is east of the Smith Level Road, within 500 feet radius of three houses owned by Mr. Glen Snipes. The substation would be located on approximately one acre and would be surrounded by a chain link fence, with a 30 feet high pine and cedar screen planted on Smith Level Road side. The 25 feet wide gravel exit road would intersect Smith Level Road side. The 100 Kilowatt power line would cross both Smith Level Road and Damascus Church Road and would consist of 60 feet high single wooden poles with one cross member on each one. The surrounding area at the present time consists of farm land, with woods and open fields. Alderman Cohen