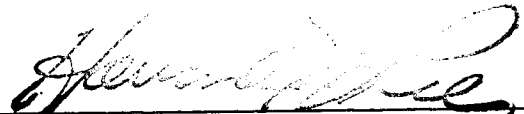
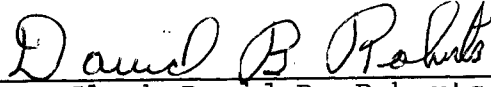


Alderman Smith announced that the Joint Orange-Chatham Community Action Agency is now in charge of the free meal program in the County.

There being no futher business to come before the Board of Aldermen, said meeting adjourned at 10:20 p.m.

  
\_\_\_\_\_  
Mayor Howard N. Lee

  
\_\_\_\_\_  
Town Clerk David B. Roberts

MINUTES OF A REGULAR MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE TOWN OF CHAPEL HILL, MUNICIPAL BUILDING, MONDAY, NOVEMBER 3, 1975  
7:30 P.M.

The Board of Aldermen met for a regular meeting on November 3, 1975 at 7:30 p.m. in the Municipal Building. The roll was reported as follows:

Present: Howard N. Lee, Mayor  
Gerald A. Cohen  
Thomas B. Gardner  
Shirley E. Marshall  
Sid S. Rancer  
Alice M. Welsh

Absent: R. D. Smith

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

Alderman Welsh moved, seconded by Alderman Marshall, that the minutes of the meeting of October 27, 1975 be approved as circulated. Said motion was unar- mously carried.

Budget Ordinance Town Manager Jenne said that the proposed ordinance is needed to fund the Personnel Department approved by the Board on October 27, 1975. Alderman Marshall moved, seconded by Alderman Welsh, that the following budget ordinance amendment be adopted. Said motion was unanimously carried.

AN ORDINANCE AMENDING AN ORDINANCE CONCERNING APPROPRIATIONS AND THE RAISING OF REVENUE FOR THE FISCAL YEAR BEGINNING JULY 1, 1975.

BE IT ORDAINED by the Board of Aldermen of the Town of Chapel Hill that the Budget Ordinance of the Town of Chapel Hill as duly adopted on June 27, 1975, be and is hereby amended as follows:

<u>Function</u>	<u>Department</u>	<u>Divisional Objective</u>	<u>Appropriation</u>	<u>Increase (Decrease)</u>	<u>Total</u>
Sundry	Sundry	Contingency	26 700	(12 300	14 400
General Government	Town Manager	Employee Services	14 455	12 300	26 755

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

This, the sixth budget ordinance revision for the fiscal year 1975-1976, adopted this the 3rd day of November, 1975.

Franchise Ordinance--UNC Town Attorney Denny presented the proposed ordinance granting a franchise to the University of North Carolina to construct and maintain an electrical system. He explained a number of changes in the ordinance proposed by UNC and Duke Power Company. He said that the franchise ordinance needs to be approved by the Board at two regular meetings. Alderman Welsh moved, seconded by Alderman Gardner, that the following ordinance and resolution granting a franchise to the University of North Carolina at Chapel Hill be adopted. Said motion was unanimously carried.

AN ORDINANCE AND RESOLUTION GRANTING A FRANCHISE TO THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL TO CONSTRUCT AND MAINTAIN ITS LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY ALONG, OVER, THROUGH AND UNDER THE HIGHWAYS, STREETS, ALLEYS AND PUBLIC WAYS OF THE TOWN OF CHAPEL HILL IN THE COUNTIES OF ORANGE AND DURHAM, STATE OF NORTH CAROLINA, AND CONDUCT AND CARRY ON WITHIN SAID TOWN OF CHAPEL HILL THE BUSINESS AUTHORIZED BY LAW FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF CHAPEL HILL:

Section 1. Grant and Term. University of North Carolina at Chapel Hill, its successors and assigns, is hereby granted, for the term of sixty (60) years from and after the enactment hereof, the right, privilege and franchise to lay, extend, plant, construct, build, erect, maintain, repair, and remove the lines, poles, wires, appliances, conductors, fixtures, and other appurtenances for the conducting conveying, transmitting and distributing of power by electricity upon, along, over, through, and under any and all the highways, roads, streets, avenues, sidewalks, alleys, lanes, bridges and other public places now laid out, or in use and all that hereafter may be laid out or put into use within or near the Town of Chapel Hill, and to do all necessary acts for that purpose, and assent and permission is hereby given and granted unto said University of North Carolina at Chapel Hill, its successors and assigns, to conduct, carry on, transact and do within and near the limits of said Town of Chapel Hill, the business of selling, conveying, transmitting and distributing power by electricity for manufacturing, lighting, heating, motive power or any other purpose of purposes and to conduct business authorized by Law for an electric transmission and distribution system.

Section 2. Non-Exclusive. The right to use and occupy said streets, alleys, publicways, and places for the purpose herein set forth shall be non exclusive, and the Town reserves the right to grant a similar use of said streets, alleys, publicways, and places to any person at any period of this franchise.

Section 3. Placement of Poles. All poles used by said University of North Carolina at Chapel Hill shall be erected under the supervision and direction of the Department of Public Works of said Town of Chapel Hill and all highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, and other public places that may be disturbed or damaged in the construction or maintenance of said lines, poles, wires, and other appliances, shall be promptly replaced by said University of Chapel Hill at its own expense and to the satisfaction of said Department of Public Works, and all poles shall be substantial and symmetrical and so located as not to interfere with the public use of said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges, or other public places, or to endanger the property or person of the citizens of said Town. And in case said University of North Carolina at Chapel Hill shall fail to replace or repair said highways, streets, roads, avenues, lanes, sidewalks, alleys, bridges, or other public places within ten (10) days after written notice to do so from the Director of Public Works, the same may be replaced or repaired by the proper authorities of said Town of Chapel Hill, and the said University of North Carolina at Chapel Hill, in the event thereof, shall forthwith pay to the said Town of Chapel Hill, the cost of such work.

Section 4. Relocation of Poles. In the event at any time during the period of this franchise the Town shall lawfully elect to alter or change the grade or level of any street, alley or publicway, the University of North Carolina at Chapel Hill, upon reasonable notice by the Town, shall remove, relay, and relocate its poles, wires, and cables and other fixtures including the level of any manhole necessitated by surfacing or resurfacing, at its own expense.

Section 5. Temporary Removal. The University of North Carolina at Chapel Hill shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires, if technically feasible, to permit the moving of buildings. In the event it is determined that it is not technically feasible to lower the wires, a written statement to this effect reciting the reasons therefore shall be filed with the Town. The expense of such temporarily, raising or lowering of wires, shall be paid by the person requesting the same, and University of North Carolina at Chapel Hill shall have the authority to require such payment in advance.

Section 6. Ordinances Applicable. The University of North Carolina at Chapel Hill shall be subject to the Ordinances of said Town of Chapel Hill relative to the use of such highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places.

Section 7. Subdivision and Zoning Regulations Applicable. The University of North Carolina at Chapel Hill shall be subject to the zoning and subdivision ordinances of the Town of Chapel Hill with respect to the installation of underground utilities in new subdivisions within the planning district and agrees to cooperate in the undergrounding of utilities in other areas of the Town of Chapel Hill.

Section 8. Tree Trimming. The Univeristy of North Carolina at Chapel Hill shall have the authority to trim trees upon and over hanging streets, alleys and sidewalks and public places of the Town so as to prevent the branches of such trees from coming into contact with the wires and cables of the University of North Carolina at Chapel Hill, all trimming to be done under the supervision and direction of the Town at the expense of University of North Carolina at Chapel Hill Power Company.

Section 9. Use of Poles by Town. The Town shall have right during the life time of this franchise, free of charge, where aerial construction exists, of using the poles of the company within the Town limits, wire and pole fixtures necessary for a police and fire alarm system and a street lighting system, such wires and fixtures to be constructed and maintained to the satisfaction of the University of North Carolina at Chapel Hill and in accordance with its specifications. University of North Carolina at Chapel Hill agrees to cooperate with the Town in modernizing and maintaining an adequate street lighting system for the Town.

Section 10. Location Maps. University of North Carolina at Chapel Hill agrees to maintain in the Town of Chapel Hill, either in its own offices or by filing with the Town, copies of all maps showing the location and type of all poles, wires, cables, and other fixtures situated within the planning district of the Town.

Section 11. Assignability. This franchise may be assigned by the University of North Carolina at Chapel Hill to Duke Power Company without further approval of the Board of Aldermen of the Town of Chapel Hill, provided, however, such assignment shall not be effective until Duke Power Company has filed in the office of the Town Clerk an instrument duly executed reciting the fact of such sale assignment or lease, and accepting the terms of the franchise and agreeing to perform all of the conditions thereof. No further assignment shall be made until such further assignment shall have been approved by the Board of Aldermen of the Town of Chapel Hill.

Section 12. Franchise Fee. So long as the provisions of G.S. 105-116 providing for distribution to municipalities of a portion of the franchise tax levied therein or similar provision shall remain in effect, no additional franchise, privilege or license tax shall be imposed.

Section 13. Hold Harmless. Said University of North Carolina at Chapel Hill to the extent permitted by law, and in the event of assignment to Duke Power Company, then the said Duke Power Company, shall hold said Town of Chapel Hill free and harmless from all damages or claims for damages arising by reason of the negligent construction or maintenance of said lines, poles, wires, appliances, fixtures, and appurtenances.

Section 14. Effective Date. This Ordinance shall take effect immediately upon being adopted at two (2) regular meetings of the Board of Aldermen of the Town of Chapel Hill as provided by law.

This Ordinance was passed by a majority vote of the Board of Aldermen voting in favor thereof at the regular meeting of said Board of Aldermen held in the Town of Chapel Hill, North Carolina, on the third day of November, 1975, and was again passed for a second time by a majority vote of the said Board of Aldermen at the regular meeting of the said Board of Aldermen of the Town of Chapel Hill which was held in the Town of Chapel Hill, North Carolina on the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

\_\_\_\_\_  
Mayor of Town of Chapel Hill

Bikeways

Alderman Welsh said that the proposed resolution has been adopted by the Orange

County Board of Commissioners. Alderman Welsh moved, seconded by Alderman Marshall, that the following resolution requesting bikeways/pedestrianways be adopted. Said motion was unanimously carried.

A RESOLUTION REQUESTING BIKEWAYS/PEDESTRIANWAYS ALONG THE PROPOSED ROAD FROM HOMESTEAD ROAD TO ESTES DRIVE EXTENSION

WHEREAS the bicycle is an efficient means of transportation, and with the rising cost of diminishing fossil fuels bicycle travel should be encouraged; and

WHEREAS the bicycle is much used as a means of transportation for students travelling to and from Seawell and other Chapel Hill schools in the Chapel Hill-Carrboro city school system; and

WHEREAS the Orange County Board of Commissioners is concerned about eliminating the traffic congestion and encouraging cost-effecient means of transportation and providing for the safety of the pedestrians and bicyclists in the County; NOW THEREFORE

BE IT RESOLVED by the Board of Aldermen of the Town of Chapel Hill that the N.C. Department of Transportation be requested to include a bikeway/pedestrian facility as a part of the construction of a new road to connect Homestead Rd. with Estes Drive extension.

This the 3rd day of November, 1975.

Surplus Property

Town Manager Jenne reported that a 1966 Ford truck has been badly damaged in an

accident. He said that the insurance company has offered \$400.00 for the vehicle, or \$350.00 if the Town keeps the truck. He recommended that the board declare the vehicle to be surplus property to allow release to the insurance company. Alderman Welsh moved, seconded by Alderman Gardner, that the following resolution to declare and sell surplus property be adopted. Said motion was unanimously carried.

A RESOLUTION TO DECLARE AND SELL SURPLUS PROPERTY

BE IT RESOLVED by the Board of Aldermen of the Town of Chapel Hill that the 1966 Ford pickup truck Serial #F101N886335, demolished in service with the Animal Control Officer, is hereby declared surplus property; and

BE IT FURTHER RESOLVED that said truck shall be sold by the Purchasing Agent as private sale under the authority of North Carolina General Statute 160A-267.

This the 3rd day of November, 1975.

Lease for Lands--UNC

Town Attorney Denny presented the redrafted lease for lands between the University of

North Carolina at Chapel Hill and the Town, and explained the proposed changes. He said that the lease will need to be signed by State officials. Mayor Lee said that a letter will be sent with the lease requesting that the document be signed before December 8, 1975. Alderman Cohen moved, seconded by Alderman Welsh, that the Mayor be authorized to execute the following lease for lands. Said motion was unanimously carried.

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

THIS LEASE AGREEMENT, Made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between the STATE OF NORTH CAROLINA at the request of THE UNIVERSITY OF NORTH CAROLINA at Chapel Hill, "University", County of Orange, State of North Carolina, hereinafter called "State", and the TOWN OF CHAPEL HILL, a municipal corporation under the laws of the State of North Carolina, hereinafter called "Town";

W I T N E S S E T H:

THAT WHEREAS, the Board of Trustees of The University of North Carolina at Chapel Hill on the 9th day of May, 1975, approved a Lease Agreement of a tract of land along the northwest boundary of the University owned Horace Williams Airport to the Town of Chapel Hill, for the consideration and upon the terms and conditions hereinafter set forth, and requested that the Governor and Council of State approve the lease of said property in accordance with the terms hereof; and

WHEREAS, the Governor and Council of State in a meeting held in the City of Raleigh, on the 12th day of August, 1975, duly approved the Lease Agreement, and duly approved and authorized the execution of this lease; and

WHEREAS, the Parties hereto have mutually agreed to the terms of this Lease Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the State, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreements on the part of the Town to be performed as hereinafter set forth, hereby leases, subject to the conditions herein contained, to the Town, and Town accepts as tenant of the State, the following described real property located in Chapel Hill Township, Orange County, North Carolina, and being a portion of the tract of land along the northeast boundary of the University owned Horace Williams Airport, and more particularly described as follows:

BEGINNING at a concrete monument, the southwest corner of Glen Heights subdivision as recorded in Plat Book 8, Page 67, Orange County Register of Deeds, and following the southern line of Glen Heights Subdivision the following bearing and distances: South 83° 45' 49" East 112.12 feet to an iron pipe; thence South 83° 54' 25" East 98.27 feet to an iron pipe; thence South 86° 50' 37" East 113.33 feet to an iron pipe; thence South 85° 38' 47" East 120.41 feet to an iron pipe; thence South 83° 58' 57" East 77.46 feet to an iron pipe; thence South 87° 20' 18" East 198.75 feet to an iron pipe; thence South 84° 34' 01" East 52.17 feet to an iron pipe; thence South 86° 42' 41" East 19.87 feet to an iron pipe; thence South 85° 55' 02" East 28.37 feet to an iron pipe; thence South 85° 41' 41" East 102.04 feet to an iron pipe; thence South 85° 27' 03" East 104.02 feet to an iron pipe; thence South 85° 33' 53" East 105.00 feet to an iron pipe; thence South 85° 28' 54" East 107.26 feet to an iron pipe; thence South 83° 39' 22" East 252.77 feet to a concrete monument, the southeast corner of Glen Heights Subdivision; thence with the Southern line of Public Service Co. of North Carolina, Inc. North 52° 27' 00" East 387.79 feet to a concrete monument; thence continuing with the southern line of Public Service of North Carolina, Inc. North 52° 27' 00" East 13.78 feet to an iron pipe in the western right-of-way line of N. C. Highway 86; thence with the western right-of-way line of N. C. Highway 86 South 05° 11' 10" East 1016.85 feet to an iron pipe on the south side of a dirt road; thence with the southern edge of the dirt road the following bearings and distances: South 86° 34' 54" West 82.13 feet to an iron pipe; thence South 86° 59' 39" West 46.53 feet to an iron pipe; thence South 82° 21' 40" West 56.43 feet to an iron pipe; thence South 79° 23' 27" West 54.23 feet to an iron pipe; thence South 78° 38' 38" West 46.81 feet to an iron pipe; thence South 68° 35' 23" West 47.21 feet to an iron pipe; thence South 58° 57' 27" West 50.15 feet to an iron pipe; thence South 44° 31' 09" West 154.46 feet to an iron pipe; thence South 48° 53' 30" West 97.20 feet to an iron pipe; thence South 58° 50' 12" West 100.00 feet to an iron pipe; thence South 61° 09' 23" West 100.00 feet to an iron pipe; thence South 70° 27' 06" West 100.00 feet to an iron pipe; thence South 61° 32' 36" West 100.00 feet to an iron pipe at the southern edge of the aforementioned dirt road; thence North 36° 45' 08" West 1653.58 feet to the point of beginning and containing 34.43 acres, more or less, and being Parcel A of Airport Property as shown on the plat by Lawrence R. Isbell, Jr., June 11, 1975, and recorded in the Office of Register of Deeds of Orange County in Plat Book 24, Page 58 and to which reference is made for a more particular description.

- 1. Term This Lease Agreement shall commence on the 1st day of July, 1975, and unless sooner terminated as herein provided shall exist and continue for a term of thirty (30) years thereafter.
- 2. Rental. The rental for the use of said premises shall be the sum of ONE DOLLAR (\$1.00) per year, payable on or before each anniversary date of this Lease to the order of the University, and shall be forwarded to the Vice Chancellor, Business and Finance, at the address hereinafter set forth.

3. Acceptance and Use of Premises. Town agrees to accept the premises as they now exist with no obligation on the part of the State to make any improvements thereto, and agrees during the term of this Lease not to make any unlawful use of the premises, and to use same only for public purposes authorized by law.
4. Taxes. Town agrees and covenants to reimburse the State through the University for any ad valorem or property taxes, assessments, or public charges on the real property leased, and on any other improvements located on said real property. Said reimbursement shall only be those taxes, assessments or public charges assessed and due, if any, from the State or from the University for the period of time after the execution of this Lease. Said reimbursement shall be made within a reasonable time after the State or University presents the Town a copy of the paid bills or other suitable documentation.
5. Operation. The property hereby leased shall be operated by the Town entirely free of control and direction of the State, subject to the conditions herein contained and excepting laws, ordinances, regulations, and orders applicable to all similar properties, and the relationship herein created is strictly the relationship of Lessee and Lessor, it being understood that the parties are not principal and agent.
6. Nuisances. Town agrees not to commit or permit any nuisance on the property hereby leased. Town further agrees, throughout the term of this Lease Agreement, at its own expense, to promptly comply with the requirements of every applicable statute, law, ordinance, regulation, or order by any federal, state, municipal or other public body, department, commission, bureau, or officer with respect to the use and occupancy of said premises, provided, Town may at its own expense contest the validity of any statute, law, ordinance, regulation or order and any non-compliance by the Town during such contest, provided such contest shall be diligently pursued, shall not be deemed a default under this lease.
7. Assignability. The Town shall not assign, sublet, or license the leased premises without the prior written consent of the State, which shall not be unreasonably withheld.
8. Road Improvements and Easement. It is understood and agreed that Town will, prior to the use of said premises or any part thereof for any public facilities, construct or cause to be constructed a paved roadway, not less than twenty-four (24) feet in width, entering said premises at the entrance to N. C. Highway #86 now provided on said premises, and will cause said roadway to be constructed in a generally east-west direction along the southern boundary of said property to the western limits thereof. The said roadway shall not be dedicated as a public thoroughfare. There is hereby reserved the right of ingress, egress, and regress across and along said roadway so constructed for the use and benefit of the State and the University for access to other properties owned by the State, and Town hereby covenants and agrees that use by the State or its agents over and along said roadway shall be open and unrestricted during reasonable hours. Town agrees to maintain such roadway during the term of this lease.
9. Screening. The Town agrees to leave a natural area of screening along the boundaries with Highway #86, Glen Heights, and the northern boundary of the access road. Said screening shall not be less than 100 feet deep along said Highway #86 and Glen Heights, nor less than 50 feet deep along the northern border of said access road, except with the prior written consent of the State.
10. Improvements. Subject to such approvals as may be required by the State, Town shall have the right and option to construct or cause to be constructed on said premises such structures or other improvements as it deems appropriate for carrying out the permitted uses of said property, and to remove or replace any or all of said structures during the term of this lease or any renewal thereof, and all said improvements except the roadway provided herein shall be and remain the property of the Town. During the term of this Lease or any renewals thereof in making said improvements, Town shall have the right to clear (except as expressly prohibited), grade or fill any part of the demised premises necessary to render said area more usable for Town purposes and operations provided, however, that no part of the premises may be used for disposal of wastes of any kind.

At the expiration or termination of this lease or any renewals thereof, the University may require the Town to remove, at the Town's expense and within a reasonable time, any improvements constructed on the premises by the Town, its employees or agents. Any improvements not removed at the request of the University shall become the property of and owned by the University. The Town further agrees it will, at the expiration or termination of this lease or any renewals thereof, surrender the leased premises in as good condition as at the beginning of the term, reasonable wear and tear and damage by the elements, fire, or other casualty excepted. This agreement specifically includes cleaning up the premises of any debris, trash, building scraps, etc., in addition to any other restorations, repairs or work necessary.

11. Breach of Agreement. In the event Town should breach any of the covenants or conditions set forth herein, then and in that event upon 45-days written notice by the University, on behalf of the State, specifying said failure or default, and in the event said failure or default has not been remedied within said 45-day period, the State at its election may cause this Lease to terminate.

12. Notices. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

The State of North Carolina  
c/o Vice Chancellor, Business and Finance  
The University of North Carolina at Chapel Hill  
103 South Building  
Chapel Hill, North Carolina,

and to the Town of Chapel Hill when addressed:

Town Manager  
Town of Chapel Hill  
Municipal Building  
North Columbia Street  
Chapel Hill, North Carolina 27514

Nothing herein contained shall preclude the giving of such written notice by personal service. The address to which notices shall be mailed as aforesaid by either party may be changed by written notice given to such other party by the other as hereinbefore provided.

13. Strict Performance. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions hereinafter set forth shall not be construed as a waiver of the right to insist upon strict performance in any other instance. No modification of any provision hereon and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

14. Indemnity. Town shall indemnify and hold harmless the State of North Carolina and the University from any violation of any applicable statute, law, ordinance, regulation or order, and any and all liabilities, claims, suits, demands, penalties, fines, forfeitures, or rebates which may be asserted or assessed against the State of North Carolina, the University or any of their agents arising out of or due to the Town's use, operation and maintenance of the property hereby leased.

15. Acceptance by Lessee. By accepting this Lease, Town agrees to be bound by all of its terms and conditions.

IN WITNESS WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by JAMES E. HOLSHOUSER, JR., Governor, attested by THAD EURE, Secretary of State, and the Great Seal of the State of North Carolina hereto affixed by virtue of the power and authority aforesaid, and the Town of Chapel Hill has caused this instrument to be executed by its duly authorized officials and said parties have executed same in duplicate originals.

Ride-to-Read Project

Town Manager Jenne presented a memorandum explaining a proposal to distribute "Ride-to-Read" bus tickets to selected grades at each elementary and junior high school. He said that these tickets would enable the children to ride to the library and back one time between 6:00 and 9:00 p.m. on a weekday, or on a

week-end during library hours. He said that the purpose of the project is to encourage the use of the library by children who are not regular library users and to promote the use of the transit system as a means of transportation to the library; and that the Superintendent of Schools has agreed to the project. He said that a possible expansion of the project to include all third through ninth graders needs to be discussed with the Library Board, and that he can report back at the next Board meeting. Alderman Welsh moved, seconded by Alderman Marshall, that the Ride-to-Read project be approved as presented by the Town Manager. Said motion was unanimously carried.

Bids--Liquid Alum

Town Manager Jenne recommended that the Board accept the low bid for liquid alum for wastewater treatment. Alderman Cohen, moved, seconded by Alderman Welsh, that the bid of \$78.75/ton for alum from Allied Chemical of Atlanta, Georgia for a total of 1100 tons be accepted. Said motion was unanimously carried.

Bids-Radio Communication Equipment

Town Manager Jenne said that a major manufacturer of quality call-back receivers did not receive a bid proposal. He said that the staff believes that a rebid for call-back receivers would result in a lower bid than is currently offered. He recommended that the Board accept the low bid for fourteen portable and mobile radios, and reject the bids for thirty-nine receivers. Alderman Marshall moved, seconded by Alderman Welsh, that the bid from Motorola Communication of Raleigh, N.C. for fourteen portable and mobile radios at a total cost of \$14,585.00 be accepted, and that the bids for receivers be rejected. Said motion was unanimously carried.

Bids--Pick-Up Trucks

Alderman Rancer said that Coggins Pontiac is offering small trucks at a cost less than the low bid. He said that the Board should investigate the possibility of getting a bid from Coggins Pontiac. Town Attorney Denny said that the Board has until November 21, 1975 to accept the bids. He said that the Board cannot negotiate with a company for a price, but that it can reject the bids and readvertise. Alderman Welsh moved, seconded by Alderman Rancer, that the Board delay action on bids for pick-up trucks for one week, to allow the Town Manager to investigate the matter further. Said motion was unanimously carried.

Transportation Board--Appointment

Alderman Cohen nominated Mr. Lee Corum to the Transportation Board. Alderman Gardner nominated Mr. Phillip B. McGill. Alderman Marshall nominated Mr. Gorman Gilbert. Alderman Rancer nominated Ms. Gail Rancer. Alderman Smith nominated Ms. Eva Caldwell. Alderman Welsh nominated Mr. Paul Morris. Mayor Lee appointed Mr. Terry Lathrop as chairman of the Transportation Board. Alderman Welsh moved, seconded by Alderman Gardner, that Ms. Eva Caldwell and Ms. Gail Rancer be elected for one-year terms; Mr. Lee Corum and Mr. Paul Morris for two-year terms; and Mr. Gorman Gilbert and Mr. Phillip B. McGill for three-year terms; that Mr. Terry Lathrop serve for a term of three years, that the Planning Board appointee serve a term of two years, and that the Aldermanic appointee selected in December, 1975 serve a term of one year. Said motion was unanimously carried.

Community Development Task Force

Mayor Lee announced that Ms. Dee Kiester and Mr. Don Coltrane have resigned from the Community Development Task Force. He said that nominations for the positions will be made at the next Board meeting.

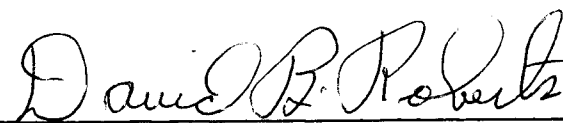
Work Sessions and Special Board Meeting

Mayor Lee announced the following work sessions: Tuesday, November 11, 1975, 4:00 p.m. -- public services and finances, and the quarterly report; Wednesday, November 19, 1975, 4:00 p.m. -- 201 study; Thursday, November 20, 1975, 4:00 p.m. -- Capital improvements program, and historic district; and Monday, November 24, 1975, 4:00 p.m. -- Charter Commission recommendations. He announced that a special Board meeting is scheduled for Tuesday, November 25, 1975 at 4:00 p.m. on utilities, and that an Executive Session will need to be held. He also announced that an introductory meeting will be held with the newly-elected Board members on Monday, November 10, 1975.

There being no further business to come before the Board of Aldermen, said meeting adjourned at 8:50 p.m.



Mayor Howard N. Lee



Town Clerk, David B. Roberts