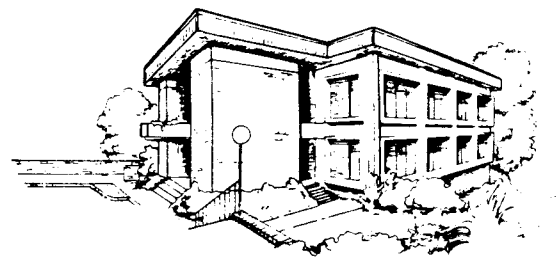


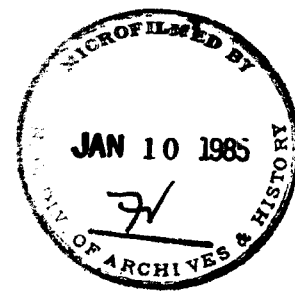
TOWN OF CHAPEL HILL

306 NORTH COLUMBIA ST.
CHAPEL HILL, N.C., 27514
(919) 929-1111

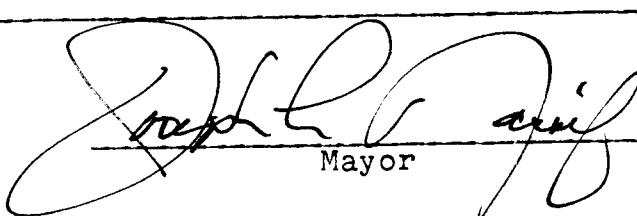


NOTICE OF SPECIAL MEETING OF THE CHAPEL HILL TOWN COUNCIL

TO: Marilyn Boulton
Winston Broadfoot
Jonathan Howes
Beverly Kawalec
David Pasquini
R. D. Smith
Joe Straley
Jim Wallace



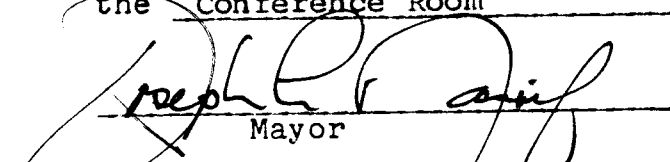
You, and each of you, are hereby notified that the Town Council has called a Special Meeting, to be held in the Conference Room, at 10:00 a.m. on January 8, 1982, to appoint a Town Manager.



Mayor

ACCEPTANCE OF NOTICE

We, the undersigned, members of the Chapel Hill Town Council, hereby accept notice of a Special Meeting of the Council, called by Honorable Joseph L. Nassif, Mayor, to be held in the Conference Room.



Mayor
2:29 P.M. David Pasquini
2:54 P.M. Joe Straley

Winston Broadfoot
R. D. Smith
Beverly Kawalec
Marilyn M Boulton
Jonathan B. Howes
James C. Wallace

MINUTES OF A SPECIAL MEETING OF THE MAYOR AND COUNCIL
OF THE TOWN OF CHAPEL HILL, MUNICIPAL BUILDING,
FRIDAY, JANUARY 8, 1982

Mayor Nassif called the meeting to order. Present were:

- Marilyn Boulton
- Winston Broadfoot
- Jonathan Howes
- Beverly Kawalec
- David Pasquini
- Joe Straley
- Jim Wallace (arrived late)

Councilmember Smith was absent. Also present were Ms. Sonna Loewenthal, Assistant Town Manager; Mr. Ron Secrist, Interim Town Manager; and Grainger Barrett, Deputy Town Attorney.

Mayor Nassif stated that the purpose of the meeting was to formalize previous procedures taken during the Executive Session on December 18, 1981 which led to the hiring of Mr. David Taylor as of February 1, 1982. A Letter of Understanding had been distributed to the Council, signed by himself (for the Town) and by Mr. Taylor. There were no questions from Council.

COUNCILMEMBER HOWES MOVED, SECONDED BY COUNCILMEMBER KAWALEC, TO APPROVE THE LETTER OF UNDERSTANDING DATED DECEMBER 21, 1981, BETWEEN THE TOWN OF CHAPEL HILL AND MR. DAVID TAYLOR, AND TO MOVE TO EMPLOY MR. TAYLOR AS OF FEBRUARY 1, 1982.

There was no discussion.

THE MOTION CARRIED UNANIMOUSLY.

The Letter of Understanding is as follows:



JANUARY 8, 1982

TOWN OF CHAPEL HILL

306 NORTH COLUMBIA STREET
CHAPEL HILL, NORTH CAROLINA 27514

OFFICE OF THE MAYOR

Telephone (919) 929-1111

December 21, 1981

LETTER OF UNDERSTANDING BETWEEN MR. DAVID R. TAYLOR AND THE GOVERNING BOARD OF THE TOWN OF CHAPEL HILL -- CONDITIONS OF EMPLOYMENT

Dear Mr. Taylor:

In accordance with our discussions, this letter of understanding is being prepared for both our signatures. In signing, you commit yourself to serve as manager of the Town of Chapel Hill under the terms elucidated below. As mayor, I am authorized to sign for the governing board. In signing, I commit the town to honor the same terms. Please return the signed original to the Mayor's Office and retain the copy for your files.

Your official starting date as town manager of Chapel Hill will be February 1, 1982. You will serve at the pleasure of Council, and will become a permanent employee on that date. We require no probationary period of you.

Council will evaluate your performance at least once and perhaps twice each year. This evaluation will be conducted in executive session, and you will receive a written statement of Council's conclusions.

We understand that prior to February 1, 1982, you will be in Chapel Hill approximately one to two times per week to coordinate work with and give direction to the interim manager, Mr. Ronald A. Secrist. The town will reimburse you for all direct expenses incurred during these trips and will compensate you for automobile travel according to town policy, which allows 20 cents per mile. While you are in Chapel Hill carrying out the duties of manager, both before and after February 1, 1982, a town car will be available for your use for business purposes only.

As we agreed during our discussions of December 18 and December 20, this letter will address three specific subjects: fringe benefits, relocation adjustment and salary compensation.

FRINGE BENEFITS

You will receive all benefits available to employees of the Town of Chapel Hill. You now have an Employee's Handbook, a summary of benefits given to full-time permanent employees (revised July 1981), and a statement of our insurance policies as described in the booklet compiled by Aetna Life and Casualty. You will accrue annual leave at the same rate as our department heads do, i.e., 20 workdays per year. We know you are an Army Reserve officer

LETTER OF UNDERSTANDING
DAVID R. TAYLOR
DECEMBER 21, 1981
PAGE 2

and must serve one weekend each month and two weeks active duty each summer. The Employee's Handbook explains town policy regarding leave for military duty. But we anticipate that you can make military leave arrangements that do not interfere with our budget process.

Chapel Hill employees participate in the N.C. Local Government Employees Retirement System, which you are familiar with.

Chapel Hill employees accrue sick leave on a monthly basis. However, should you become ill early in your employment here and need sick leave in excess of days already accrued, we will permit you to borrow sick leave from the coming year's schedule. We will happily honor your request to transfer toward early retirement the sick leave you have accrued in Tarboro, provided this transfer costs Chapel Hill no money and does not count as sick leave available to you while working for the Town of Chapel Hill.

You will be eligible for all insurance benefits upon the effective date of your appointment.

Chapel Hill currently pays membership dues to the International City Managers Association and the North Carolina City and County Management Association, and will continue this practice. In addition, our budget includes an allowance for professional magazines and other publications needed by our manager and department heads.

We are aware that you are now a Vice President of ICMA and in that capacity will attend four three-day meetings (Thursday through Saturday) each year. We also understand that you will need to attend two or three two-day meetings in other states as part of your ICMA responsibilities. We expect ICMA to cover all expenses you incur during these meetings.

There is a manager's travel budget available for your use in attending other professional meetings of your choice. Town travel policy for both elected officials and employees prohibits payment of expenses for spouses who accompany elected officials and employees to professional meetings.

We believe your participation brings honor and benefit to ICMA, yourself and the Town of Chapel Hill. We would request that before you make significant additional commitments of time to ICMA or other organizations, that you discuss such a possibility with Council.

RELOCATION ADJUSTMENT

Council has authorized payment of a moving company's actual fee for transporting your household items to Chapel Hill. We would be happy either to reimburse you or pay the moving company directly. We request that you get comparative prices

JANUARY 8, 1982

LETTER OF UNDERSTANDING
DAVID R. TAYLOR
DECEMBER 21, 1981
PAGE 3

from several moving companies to ensure that we get the best financial arrangement for the town. We would like to have copies of those estimates for our files.

Council has also agreed to pay actual closing costs (attorney's fee, title fee, title insurance) on the home you will purchase in Chapel Hill, up to a maximum of \$500.

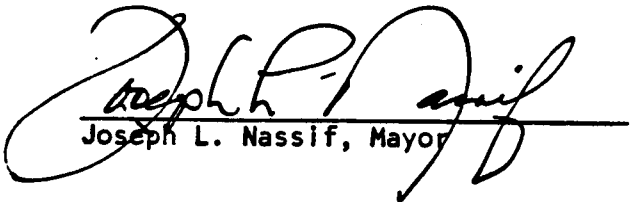
SALARY

Council has authorized an annual salary for you of \$52,000. Any adjustment in the future would be made at the time of your performance evaluation.

Copies of this letter, when signed and agreed to by both of us, will be given to Council Members, the interim manager, the personnel and finance directors and the local media. The letter will also be entered into the minutes of the meeting at which you are appointed town manager.

Our signatures indicate that we understand and agree to the terms set forth above.

FOR THE GOVERNING BOARD OF
THE TOWN OF CHAPEL HILL


Joseph L. Nassif, Mayor


David R. Taylor

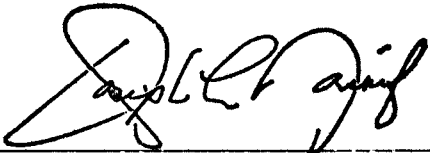
JANUARY 8, 1982

Mayor Nassif introduced Mr. Taylor and welcomed him on behalf of the Town, offering any assistance that the Council, himself, staff or townspersons could provide.

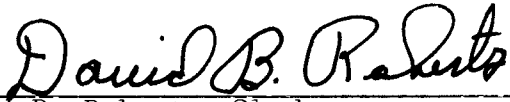
Mr. Taylor expressed his appreciation for this opportunity to serve the people of Chapel Hill and promised Chapel Hillians that he would strive to live up to the level of confidence shown him by this selection. He stated that he was extremely anxious to become a part of the "municipal team," promising to give 100% of his ability. He commended Council on the procedures used in the process of selection of a Town Manager, a process which involved Councilmembers, former Mayors, business and community leaders, and the University. He felt that this process had given him a better appreciation of the community and an opportunity to meet many people. He added that he and his wife were anxiously looking forward to the move, wishing he could begin earlier.

Councilmember Boulton and Council thanked Mr. Secrist for the superb job he had done during his interim appointment as Town Manager.

The meeting adjourned at 10:10 A.M.



Joseph L. Nassif, Mayor



David B. Roberts, Clerk