

Town Council Proceedings For Month Of December

Edenton, N. C. Dec. 5, 1967.

The Town Council of the Town of Edenton met in joint session with members of the Edenton Planning and Zoning Commission at 7:30 P. M. at the Edenton Municipal Building.

Council members present: Mayor John A. Mitchener, Jr., Luther C. Parks, David G. White, Thomas H. Shepard, Leo Katkaveck and J. O. Elliott.

Planning Board members present: R. Graham White, chairman, Tom Hopkins, Yates Parrish, Larry Dowd, F. A. Jordan, Fred Summers and N. J. George.

George Woodall of the Community Planning Division of the N. C. Department of Conservation and Development, presented the Planning Board's recommended Land Use Plan and Thoroughfare Plan for the Council's consideration. After careful consideration and motion of Thomas H. Shepard, seconded by Leo Katkaveck, it was unanimously carried that the suggested Land Use and Thoroughfare be approved by the Council.

Motion by J. D. Elliott, seconded by Leo Katkaveck and unanimously carried that the following resolution be adopted:

Whereas, the Town of Edenton, North Carolina, recognizes the need to insure its proper and orderly growth and to prevent further development of undesirable conditions; and

Whereas, community planning is recognized to be of primary importance for the growth and development of the Town; and

Whereas, the financial resources of the Town are not adequate to finance the necessary and desirable program of community planning; and

Whereas, the Division of Community Planning of the North Carolina Department of Conservation and Development can assist in obtaining federal urban planning assistance funds to aid in defraying the costs of a planning program and provide qualified personnel to perform the required planning work,

Now, Therefore, Be It Resolved: That the Town Council of the Town of Edenton, North Carolina, requests the Division of Community Planning to arrange for the following planning services:

Subdivision Regulations, Community Facilities Plan.

Public Improvements Program.

Neighborhood Analysis.

Capital Improvements Budget

and to obtain federal urban planning assistance funds in the amount of \$10,000 to aid in defraying the costs of the work specified above.

Be It Further Resolved:

That the Town will make available the sum of \$6,500 to be matched by federal funds and to pay for those costs not covered under the Urban Planning Assistance Program, which sum will be paid to the Division of Community Planning in accordance with the terms of a contract to be negotiated between the Town and the North Carolina Department of Conservation and Development.

Edenton, N. C., Dec. 12, 1967.

The Town Council of the Town of Edenton met this day in regular session at 8 P. M. at the Edenton Municipal Building.

Members present: Mayor John A. Mitchener, Jr., Luther C. Parks, David G. White, Henry G. Quinn, Thomas H. Shepard, Leo Katkaveck and J. D. Elliott.

Mayor Mitchener called the meeting to order and Councilman Parks gave the invocation. An ordinance was presented by Town Administrator W. B. Gardner. On motion by Thomas H. Shepard, seconded by David G. White, unanimously carried adopting the following ordinance:

Auxiliary Policemen
The Town Council may provide for the organization, recruiting, training, equipping and appointing of Auxiliary Policemen for the Town of Edenton.

Section 1. Duly appointed Auxiliary Policemen shall, while training and while performing duties on behalf of the Town incidental to their appointment, be entitled to workmen's compensation benefits to the same extent as regular city employees. Compensation payments to Auxiliary Policemen shall be based upon the entrance salary of a regular city police patrolman at the time of the injury.

Section 2. Auxiliary Policemen shall receive such compensation for their services as shall be fixed by the Town Council. Auxiliary Policemen shall not be entitled to any benefits or compensation other than those provided by or pursuant to this Article. This Section shall not in any manner affect the rights of any person to benefits provided by the State of North Carolina or by act of Congress for civilian defense workers or Auxiliary Policemen.

Section 3. The Town of Edenton shall be entitled to the same immunities with respect to the action of Auxiliary Policemen and in the performance of their duties or training or otherwise, to which it is entitled with respect to the actions of regular Town Policemen in the performance of their duties.

Mr. Gardner reported to the Council that various bids had been received for the institution of containerized trash pickup in Edenton and it was suggested that the Mayor appoint a committee to work with him and Mr. Parks to bring back a recommendation to the Council for purchase of this type of equipment.

Street Superintendent J. C. Parks also stated that the packer unit we presently have is in a run-down condition and said that action on purchase of a new truck would be needed very shortly. Mayor Mitchener appointed Street Commissioner David G. White and Leo Katkaveck, chairman of the Finance Committee, to work with these two men on this project.

Motion by Henry G. Quinn, seconded by J. D. Elliott and unanimously carried adopting the following codes:

1. The Southern Standard Housing Code.
2. The National Electric Code.
3. The North Carolina Building Code.
4. The North Carolina Plumbing Code with appendices.

Motion by Luther C. Parks, seconded by Henry G. Quinn and unanimously carried adopting the following resolution:

This agreement entered into this 12th day of December, 1967, by and between Edenton Housing Authority (herein called the "Local Authority") and Town of Edenton, North Carolina (herein called the "Municipality"), witnesseth:

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

1. Whenever used in this Agreement:
(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the local Authority with financial assistance of the United States of America (herein called the "Government"), excluding, however, any low-rent housing project heretofore covered by any contract for loans and annual contributions.

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

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

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

2. The local Authority shall endeavor (a) to secure a contract or contracts with the government for loans and annual contributions covering one or more projects comprising approximately 309 units of low-rent housing and (b) to develop and administer such project or projects, each of which shall be located within the corporate limits of the municipality. The obligations of the parties hereto shall apply to each such project.

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

(b) Each such annual payment in lieu of taxes shall be made after the end of the fiscal year established for such project, and shall be in an amount equal to either (i) ten per cent (10%) of the Shelter Rent actually collected but in no event to exceed ten per cent (10%) of the Shelter Rent charged by the local Authority in respect to such project during such fiscal year of (ii) the amount permitted to be paid by applicable state

law in effect on the date such payment is made, whichever amount is the lower.

(c) The municipality shall distribute the payments in lieu of taxes among the taxing bodies in the proportion which the real property taxes which would have been paid to each taxing body for such year if the project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the taxing bodies for such year if the project were not exempt from taxation; provided, however, that a payment for any year shall be made to any taxing body in excess of the amount of the real property taxes which would have been paid to such taxing body for such year if the project were not exempt from taxation.

(d) Upon failure of the local Authority to make any payment in lieu of taxes, no lien against any project or assets of the local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

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

5. During the period commencing with the date of the acquisition of any part of the site or sites of any project and continuing so long as either (i) such project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the local Authority and the government for loans or annual contributions, or both, in connection with such project remains in force and effect, or (iii) any bonds issued in connection with such project or any monies due to the government in connection with such project remain unpaid, whichever period is the longest, the municipality and the local Authority shall be construed to apply to any project covered by this agreement.

6. In respect to any project the municipality further agrees that within a reasonable time after receipt of a written request therefor from the local Authority:
(a) It will accept the dedication of all interior streets, roads, alleys and adjacent sidewalks within the area of such project, together with all storm and sanitary sewer mains in such dedicated areas, after the local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the municipality;

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

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

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

8. No cooperation agreement heretofore entered into between the municipality and the local Authority shall be construed to apply to any project covered by this agreement.

9. So long as any contract between the local Authority and the government for loans (including preliminary loans) or annual contributions, or both, in connection with any project remains in force and effect, or so long as any bonds issued in connection with any project or any monies due to the government in connection with any project remain unpaid, this agreement shall not be abrogated, changed, or modified without the consent of the government. The privileges and obligations of the municipality hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the local Authority or by another public body or governmental agency, including the government, authorized by law to engage in the development or administration of low-rent housing projects.

If at any time the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including the government, the provisions hereof shall inure to the benefit or and may be enforced by, such other public body or governmental agency, including the government.

In Witness Whereof, the municipality and the local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first written above.

Bids for two 1968 police cars were received by the Council and it was recommended by Town Administrator W. B. Gardner that the bid be awarded to George Chevrolet Company, low bidder for the 1968 Belairs equipped as requested for the trade of two 1967 Biscayne Chevrolets. On motion of Thomas H. Shepard, seconded by Luther C. Parks, unanimously carried awarding the bids to George Chevrolet Company for two 1968 Chevrolet police cars.

Motion by Thomas H. Shepard, seconded by J. D. Elliott, unanimously carried adopting the following ordinance:

An Ordinance Authorizing The Mayor to Proclaim The Existence of a State Of Emergency and Impose a Curfew During The Same:
Be It Ordained by the Town Council of the Town of Edenton:

Section 1. State of Emergency; Curfew Authorized.
(a) A state of emergency shall be deemed to exist whenever, during times of great public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, municipal public safety authorities are unable to maintain public order or afford adequate protection for lives, safety or property.

(b) In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within the Town of Edenton, or threatening damage to or destruction of property, the Mayor of the Town of Edenton is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of such a state of emergency, and, in order more effectively to protect the lives, safety and property of people within the Town, to define and impose a curfew applicable to all persons within the jurisdiction of the city.

(c) The Mayor is hereby authorized and empowered to limit the application of such a curfew to any area specifically designated and described within the corporate limits of the Town and to specific hours of the day or night; and to exempt from the curfew policemen, firemen, doctors, nurses and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health and welfare needs of the people within the city.

(d) The Mayor shall proclaim the end of such state and curfew as soon as circumstances warrant or when directed to do so by the Town Council.

(e) During the existence of a proclaimed state of emergency when a curfew has been imposed, it shall be unlawful for anyone subject to such curfew:
(1) To be or travel upon any public street, alley or roadway or upon public property, unless in search of medical assistance, for other commodity or service necessary to sustain the well-being of himself or his family or some member thereof;

(2) To possess of one's own premises, buy, sell, give away, or otherwise transfer or dispose of any explosives, firearms, ammunition or dangerous weapon of any kind;

(3) To sell beer, wines, or intoxicating beverages of any kind; or to possess or consume the same off one's own premises;

(4) To sell gasoline or any other similar petroleum products, or any other inflammable substances, except as expressly authorized by the provisions of the curfew imposed.
Section 2. Any person violating any provision of this ordinance shall be guilty of a misdemeanor, punishable upon conviction by a fine not exceeding fifty dollars (\$50) or imprisonment not exceeding thirty (30) days, as provided by G. S. 14-4.
Section 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed.
Section 4. This ordinance shall be effective upon its adoption.
John T. Bartlett, representing N. C. Natural Gas, requested the Council to continue with the second reading of a franchise for natural gas in the corporate limits of the Town of Edenton. Luther C. Parks raised objections for the E. & W. Board and requested that further information be gathered before this matter was voted on. It was the belief of the E. & W. Board that since this company would be in direct competition with the Electric Department, that further study be given on this matter. Motion by Thomas H. Shepard, seconded by Luther C. Parks, unanimously carried delaying the second reading of the franchise until proper information could be gathered.

A petition from various establishments in Edenton and Chowan County was presented to the Council requesting the sale of beer be allowed in Edenton on Sundays from 1 P. M. to 11:45 P. M. It was stated in the petition which is made part of these minutes that beer is sold on Sundays in Perquimans, Dare, Pasquotank, Washington and Tyrrell Counties, and that since the enactment of the "Brown Bagging Law" felt that the request was fully justified. Upon motion by Thomas H. Shepard, seconded by David G. White, unanimously carried approving the sale of beer on Sundays in the corporate limits of the Town of Edenton from the hours of 1 P. M. to 11:45 P. M. Mr. Gardner was directed to contact proper officials on this matter.

The petition read as follows:
We, the undersigned licensed businesses of the Town of Edenton and Chowan County, North Carolina, do hereby petition the Town Council of the Town of Edenton and the County Commissioners of Chowan County to allow the sale of beer on Sundays between the hours of 1 P. M. and 11:45 P. M.

We feel that this is necessary if we intend to stay abreast of the times, since beer is available on Sundays in many surrounding counties. Beer is sold on Sundays in Perquimans, Dare, Pasquotank, Washington and Tyrrell Counties. Many persons leave Chowan County and drive into Perquimans each Sunday and return with beer purchased in that county. And let us not forget that with the newly enacted "Brown Bagging Law," it is perfectly legal to take a bottle into an establishment and mix a drink, certainly more potent than beer. So we ask, in earnest, "why not beer?"

We believe that this will benefit everyone concerned, including the town and county because of added tax revenue.

Your earnest consideration to this matter will be greatly appreciated.

The Edenton Restaurant, Phthisis's Super Market, Frank B. Miller, Sr., Frank Habit, Colonial Motor Court, W. Skittethorpe, Small Triangle, Chap's, Joe's Drive In, J. M. Reel, J. G. Wood.

Motion by J. D. Elliott, seconded by H. G. Quinn,

unanimously carried approving E. & W. bills in the amount of \$43,284.22 for payment.

Motion by David G. White, seconded by J. D. Elliott, unanimously carried approving Town of Edenton bills in the amount of \$21,268.60 for payment as follows:
Administrative Department
U. S. Post Office, \$14.72; Mayor John A. Mitchener, Jr., \$600.00; Councilmen's salaries, \$660.00; Williamson Office Supply, \$6.95; Postmaster, \$90.00; J. A. Mitchener, Jr. (refund for NCLM), \$50.00; The Chowan Herald, \$3.35; Town of Edenton, E. & W., \$87.54; Mitchener's Pharmacy, \$1; City of Edenton, Street Dept., \$12.14; Nor. & Car. Tel. & Tel. Co., \$108.42; total, \$1,633.63.

Police Department
Shoes, clothing and furnishings, \$11.50; Bill Perry's Texaco, \$24.50; Los Angeles Stamp & Stationery Co., \$59.10; Los Angeles Stamp & Stationery Co., \$17.63; N. C. Department of Motor Vehicles, \$6.25; Town of Edenton, Street Department, \$199.55; The Chowan Herald, \$389.86; Donald S. Lavigne, \$249.29; Edenton Office Supply, \$8.01; Williamson Office Supply, \$6.73; A-B Emblem Corp., \$88.43; George Chevrolet Co., \$66.86; Carl R. Spruill, \$42.00; The Hub Uniform Co., \$862.75; Collier-MacMillan Dist. Center, \$5.30; Elliott Cleaners, \$10.96; total, \$2,048.72.

Fire Department
Bill Perry's Texaco, \$5.70; Nor. & Car. Tel. & Tel. Co., \$28.05; N. C. State Firemen's Association, \$63.00; Town of Edenton, Street Department, \$38.13; Town of Edenton, E. & W., \$54.82; volunteer firemen, \$354.00; Atlantic Supply Co., \$89.85; M. G. Brown Co., \$5.77; Ricks Laundry & Cleaners, \$15.57; total, \$654.89.

Street Department
Albemarle Motor Co., \$15.09; Town of Edenton, E. & W., \$22.34; Motorola Comm. & Elec., \$15.00; Sinclair Refining Co., \$645.44; Edenton Tractor & Implement Co., \$78.41; Edenton Tractor & Implement Co., \$38.42; DeWitt Chemical Co., \$368.23; DeWitt Chemical Co., \$184.11; Byrum Implement & Truck Co., \$34.02; Byrum Implement & Truck Co., \$11.23; J. H. Conger & Son, \$36.55; George Chevrolet Co., \$68.68; J. D. McCotter, \$186.72; Goodyear Service Stores, \$126.64; Byrum Hardware Co., \$8.63; M. G. Brown Co., \$34.72; Ashley Welding & Machine Co., \$13.54; Bill Perry's Texaco, \$24.50; Edenton Auto Parts, \$67.17; Hughes-Parker Hardware Co., \$45.41; Bunch's Auto Parts, \$46.71; Hobbs Implement Co., \$3.52; Southern Block & Pipe Co., \$619.25; George K. Mack Associates, \$33.00; Nor. & Car. Tel. & Tel. Co., \$110.00; Home Feed & Fertilizer Co., \$21.63; Town of Edenton, Street Department, \$307.37; total, \$3,005.33.

Other Expenses
First National Bank of Eastern North Carolina, C. of D., \$12,500.00; Chowan County, Civil Defense, \$129.30; Town of Edenton, E. & W., \$490.31; Federated Mutual, \$450.00; State of North Carolina, Insurance Department, \$1.03; Delph Hardware & Specialty Co., \$9.29; Hughes-Parker Hardware Co., \$9.96; Lula White's Flower Shop, \$10.56; White Heating & Sheet Metal Works, \$55.79; Evelyn Swanner, \$52.50; Chowan County Cancer Society, \$5.00; Hassell Land Surveys, \$110.00; Earnhardt & Evans, \$28.45; N. C. Department of Revenue, \$4.55; Orkin Exterminating Co., \$25.00; DeWitt Chemical Co., \$44.29; total, \$13,926.03.

There being no further business, the meeting adjourned.

W. B. GARDNER, Administrator.

For **COLDS** take **666**

Taylor Theatre
EDENTON, N. C.

Thurs. and Fri., January 4-5—
Cornel Wilde and Jean Wallace in "BEACH RED"

Saturday, January 6—
Double Feature
Craig Stevens in "GUNN"

George Montgomery in "HOSTILE GUNS"

Sun., Mon. and Tues., January 7-8-9—
James Garner and Robert Ryan in "HOUR OF THE GUN"

Wed., Thurs. and Fri., January 10-11-12—
Peter Fonda in "THE TRIP"
All Features In Color

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