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A regular meeting of the City Council was held in the Council Chamber, City Hall, at 4 p.m., on Wednesday, August 27, 1947, with Mayor Baxter presiding, and Councilmen Albea, DeLaney, Jordan, McKee and White present.

Absent: Councilmen Childs and Lambeth.

INVOCATION.

The invocation was given by Mouncilman Claude L. Albea.

MINUTES APPROVED.

Upon motion of Councilman Albea, seconded by Councilman Jordan, the minutes of the last meeting, on August 20th, were approved as submitted.

RESOLUTION AUTHORIZING AGREEMENT WITH UNION NATIONAL BANK TO ERECT MARBLE FRONT ON EAST 4TH STREET.

The following resolution was presented and read, and upon motion of Councilman DeLaney, seconded by Councilman McKee, was unanimously adopted on the second and final reading:

RESOLUTION WITH REGARD TO ERECTING
MARBLE FRONT ON EAST FOURTH STREET
SIDE OF UNION NATIONAL BANK PROPERTY.

WHEREAS, The Union National Bank of Charlotte, located at the northeast corner of South Tryon and East Fourth Streets, desires to erect a marble veneer front on the side of its building on the northerly side of East Fourth Street.

NOW, THEREFORE, BE IT RESOLVED, that The Union National Bank of Charlotte be, and it hereby is, authorized and empowered to erect a marble veneer front on the side of its said building and extending on to the side-walk on the northerly side of East Fourth Street for a space of one inch from South Tryon Street back along Fourth Street for a distance of Seventy (70) feet more or less, and extending on the said side-walk for a space of two inches for a distance of Twenty-six and one-half ($26\frac{1}{2}$) feet along said side-walk at the rear of said building, all in accordance with the plan proposed by William H. Peeps, Architect, dated August 6, 1947, attached to the agreement hereinafter referred to, provided said Bank enters into an agreement in accordance with the agreement hereto attached and spread upon the minutes of this meeting, and the Mayor and City Clerk are hereby authorized and empowered on behalf of the City to execute said agreement after same has been approved as to form by the City Attorney.

" A G R E E M E N T

NORTH CAROLINA
MECKLENBURG COUNTY

THIS AGREEMENT, Made and entered into this ____ day of August, 1947 by and between the City of Charlotte, a municipal corporation of the State of North Carolina (hereinafter referred to as the City) party of the one part, and The Union National Bank of Charlotte, a banking corporation organized under the laws of the United States of America with its principal officer and place of business in the City of Charlotte, North Carolina, (hereinafter referred to as the Bank) party of the other part;

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WITNESSETH

The City Council of the City at two regular meetings duly passed a resolution as set forth in Minute Book _____ at pages _____ and _____, authorizing this agreement to be entered into granting a special privilege to the Bank to erect a marble veneer front on the side of its building on the northerly side of East Fourth Street extending in an easterly direction from South Tryon Street along the northerly side-walk of East Fourth Street for a space of one inch on said side-walk and for a distance of Seventy (70) feet more or less from Tryon Street and extending on said side-walk for a space of two inches for a distance of Twenty-six and one-half (26½) feet at the rear of said building, all in accordance with the plan of William H. Peeps, Arthitect, dated August 6, 1947, which plan is attached hereto and made a part hereof.

This special privilege is granted upon the following conditions which are agreed to by the Bank as conditions precedent to the initial and continued exercise of such privilege:

1. The special privilege for the construction and maintenance of said marble veneer front shall be revocable at the will of the governing body of the City at any time, with or without any cause whatsoever, and in the event said special privilege is revoked then said marble veneer shall be removed from the side-walk promptly in accordance with the specifications of and in a manner satisfactory to the City, and said side-walk shall be restored in accordance with the specifications of and in a manner satisfactory to the City.

2. During the existence of the time said marble veneer remains upon said side-walk and until same is completely removed and the side-walk restored, in case of revocation of this special privilege as hereinabove provided, the bank agrees:

- (a) Continuously to indemnify and save harmless the City from any and all claims of any nature whatsoever due directly or indirectly to the Bank's use of said space over the side-walk, including, but not limited to, claims on account of injury to persons or property which may arise against the City, whether justified or unjustified and whether directly or indirectly due to the granting of this special privilege.
- (b) To indemnify and save harmless the City from any and all costs of investigating such claims and/or defending such claims in court or otherwise.
- (c) To furnish the City liability insurance in an amount of not less than \$50,000, protecting the City against liability to any persons or property on account of the erection and maintenance of said marble veneer front protruding upon the side-walk.

IN TESTIMONY WHEREOF, this instrument has been duly executed, the day and year first above written, by the parties hereto, and their seals here-
to affixed.

THE CITY OF CHARLOTTE, N.C.

BY _____
Mayor

ATTEST:

City Clerk

THE UNION NATIONAL BANK OF CHARLOTTE

BY _____
President

ATTEST:

Secretary " "

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PAYMENT TO MASSLICH & MITCHELL, BOND ATTORNEYS, FOR SERVICES IN CONNECTION WITH ISSUANCE AND SALE OF \$1,500,000 BONDS.

Councilman Albea moved that payment of \$1,032.94 be authorized to Masslich & Mitchell, Bond Attorneys, for services in connection with the issuance and sale of \$1,500,000.00 City of Charlotte Bonds. Motion seconded by Councilman McKee, and unanimously carried.

REMOVAL OF TREE AT 2042 BEVERLY DRIVE.

Upon motion of Councilman McKee, seconded by Councilman Jordan, and unanimously carried, permission was granted J. B. Cheshire to remove a tree from the planting strip at his residence, 2042 Beverly Drive.

CLAIM FOR DAMAGES BY FRED M. MANNING REFERRED TO CITY ATTORNEY.

The City Manager reported that notice of claim had been received from Mr. John West, Attorney, on behalf of Mr. Fred M. Manning for damages to his car, alleged to have been caused by striking a hole in the street in the 2200 block of Avondale Avenue, on August 17, 1947. Upon motion of Councilman White, seconded by Councilman Albea, and unanimously carried, the claim was referred to the City Attorney.

CONSTRUCTION OF SANITARY SEWER IN SUNSET DRIVE.

Councilman Albea moved that the construction of a sanitary sewer in Sunset Drive (Devonshire Place Subdivision) be authorized, for a distance of 149 feet, at an estimated cost of \$196.68, at the City's expense. Motion seconded by Councilman McKee, and unanimously carried.

CONTRACT FOR SEWER CONSTRUCTION IN ANDERSON STREET, WITH FRANK RATCLIFFE.

Motion was made by Councilman Jordan, seconded by Councilman McKee, and unanimously carried, authorizing a contract with Frank Ratcliffe, 2817 North Tryon Street, for the construction of a sanitary sewer in Anderson Street, for a distance of 800 feet, at an estimated cost of \$456.50, to serve two houses only, and that \$200.00 of the applicant's deposit amounting to \$256.50 be refunded if and when one additional house is constructed.

SUPPLEMENTAL CONTRACT FOR WATER MAINS IN YORK ROAD PARK SUBDIVISION, WITH EDWIN O. CLARKSON.

Upon motion of Councilman McKee, seconded by Councilman DeLaney, and unanimously carried, supplemental contract was authorized with Edwin O. Clarkson for the extension of water mains in York Road Park Subdivision for a distance of 1700 feet, at an estimated cost of \$1,275.00, to be paid by the applicant; said original contract having been authorized on January 29, 1947.

CONTRACTS FOR PURCHASES.

Councilman White moved that the following contracts, and the allocation of funds therefor, if necessary, be authorized. Motion seconded by Councilman Albea, and unanimously carried:

(a) Contract with The Pure Oil Company, the low bidder, for a year's estimated supply of 6,000 gallons of Premium Motor Oil, at .55cents per gallon, or a total delivered price of \$3,300.00.

(b) Contract with The Pure Oil Company, the low bidder, for a year's estimated supply of 5,000 pounds of Gear Lubricant, at .1275¢ per pound, or a total delivered price of \$637.50.

(c) Contract with Atlas Supply Company, for 50, 2-inch Bronze Gate Valves, at a net delivered price of \$344.50.

(d) Contract with Mueller Company, for 600, 3/4-inch Corporation Stops, at a net delivered price of \$726.00.

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(e) Contract with Grinnell Company, for 20, 000 feet of Copper Pipe, at a net delivered price of \$4,873.51.

(f) Supplemental contract with The Shell Oil Company, for an over-run/amounting to \$5,474.99 in contract, dated July 30, 1946 for an estimated year's supply of gasoline.

REPORT OF LEASE OF AIRPORT BUILDING TO M. A. LEONARD.

The City Manager reported the leasing of Building #108, at Douglas Municipal Airport, to M. A. Leonard, for storages purposes, at a monthly rental of \$4.32, from September 1, 1947, on a month to month basis.

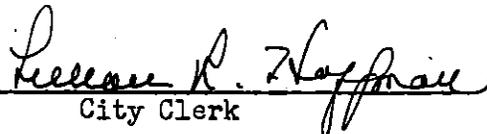
CEMETERY DEEDS.

Motion was made by Councilman Albea, seconded by Councilman Jordan, and unanimously carried, authorizing the Mayor and City Clerk to execute the following cemetery deeds:

- (a) To W. B. Wallace, Lot 249, Section 3, Evergreen Cemetery, at \$81.90.
- (b) To Estate of J. R. Berry, J. P. Vest, Administrator, Lot 299, Section Y, Elmwood Cemetery, at \$35.00.
- (c) Duplicate Deed to Mrs. Maie Gibson, north half of Lot 26, Section V, Elmwood Cemetery, at \$1.00.

ADJOURNMENT.

Upon motion of Councilman Albea, seconded by Councilman McKee, and unanimously carried, the meeting was adjourned.


City Clerk