

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2005**

H

2

**HOUSE BILL 1610
Committee Substitute Favorable 8/23/05**

Short Title: Incorporate Rougemont.

(Local)

Sponsors:

Referred to:

May 9, 2005

1 A BILL TO BE ENTITLED
2 AN ACT TO INCORPORATE THE TOWN OF ROUGEMONT.
3 The General Assembly of North Carolina enacts:

4 **SECTION 1.** A Charter for the Town of Rougemont is enacted to read:
5 "CHARTER OF THE TOWN OF ROUGEMONT.

6 "ARTICLE I. INCORPORATION AND CORPORATE POWERS.

7 "Section 1.1. **Incorporation and Corporate Powers.** The inhabitants of the Town
8 of Rougemont are a body corporate politic under the name 'Town of Rougemont'. Under
9 that name they shall have all the powers, duties, rights, privileges, and immunities
10 conferred and imposed on cities by the general law of North Carolina.

11 "ARTICLE II. CORPORATE BOUNDARIES.

12 "Section 2.1. **Town Boundaries.** Until modified in accordance with the law, the
13 boundaries of the Town of Rougemont are as follows:

14 Beginning at the intersection of the Flat River and Red Mountain Road, thence in an
15 easterly direction following the Flat River north and west to the northeast corner of PIN
16 190702, thence in a southerly direction along the eastern boundary of aforementioned
17 parcel, thence in a westerly direction along the southern boundary of aforementioned
18 parcel, thence in a northerly direction along the eastern boundary of PIN 190703, thence
19 in a westerly direction along the northern boundaries of aforementioned parcel and PIN
20 190701 to the eastern boundary of PIN 196596, thence in a northerly direction along the
21 western boundary of PIN 190700, thence in an easterly direction along the northern
22 boundary of aforementioned property to the Flat River, thence in a northerly, westerly,
23 and southwesterly direction following the Flat River to the northeast corner of PIN
24 190725, thence in a southerly direction along the eastern boundary of aforementioned
25 parcel, thence in a westerly direction following Bowen Road to its intersection with
26 Moore's Mill Road, thence in a southerly direction along Moore's Mill Road to the
27 northeast corner of PIN 190584, thence in a westerly direction along the northern
28 boundary of aforementioned parcel, thence in a southern direction along the western
29 boundary of aforementioned parcel, thence in a westerly direction along the southern

1 boundary of PIN 190585, thence in a northerly direction along the western boundaries
2 of PIN 190585, PIN 190586, PIN 190717, PIN 190715, PIN 190714, PIN 190712, and
3 PIN 190713 to the Durham/Person County line, thence in a westerly direction
4 following the Durham/Person County line to the northwest corner of PIN 190783,
5 thence in a southerly direction along the western boundaries of PIN 190783, PIN
6 190784, PIN 190785, PIN 190786, PIN 190787 and PIN 190788, thence in a westerly
7 direction and along the northern boundaries of PIN 190788 and PIN 190803, thence in
8 a southerly direction along the eastern boundary of PIN 189591 to the northwest corner
9 of PIN 189592, thence in an easterly direction along the northern boundary of PIN
10 189592, thence in a southerly direction along the eastern boundary of aforementioned
11 parcel, thence in a westerly direction along the southern boundary of aforementioned
12 parcel to PIN 189593, thence in a southerly direction along the eastern boundary of PIN
13 189593, thence in a westerly direction along the southern boundary of PIN 189593 and
14 the northern boundary of PIN 190812, thence in a southerly direction along the eastern
15 boundaries of PIN 189594 and PIN 189595, thence in a westerly direction along the
16 southern boundary of PIN 189595, thence in a northerly direction along the western
17 boundary of aforementioned parcel and continuing northerly along the western
18 boundary of PIN 189594 to PIN 189599, thence in an easterly direction along the
19 southern boundary of aforementioned parcel, thence in a northerly direction along the
20 eastern boundary of aforementioned parcel, thence in a westerly direction along the
21 northern boundary of aforementioned parcel, thence in a northerly direction along the
22 western boundaries of PIN 189590 and PIN 189589 to Harris Mill Road, thence in a
23 northerly direction along the eastern boundary of the Norfolk Southern railroad
24 right-of-way to the Durham/Person County line. Thence in a westerly direction along
25 the Durham/Person County line to the western right-of-way of U.S. Highway 501,
26 thence in a southerly direction along the western right-of-way of U.S. 501 to PIN
27 189580, thence in an easterly direction along the southern boundary of PIN 189580 to
28 the northwest corner of PIN 189542, thence, in a southerly direction along the western
29 boundary of PIN 189542, thence in an easterly direction along the southern boundary of
30 aforementioned parcel to the western boundary of right-of-way of U.S. 501, thence in a
31 southerly direction along the western boundary of U.S. 501 right-of-way to the northeast
32 corner of PIN 189662, thence in a westerly direction along the northern boundary of
33 PIN 189662, thence in an easterly direction along the southern boundary of
34 aforementioned parcel to the western boundary of the U.S. 501 right-of-way, thence in a
35 southerly direction along the western boundary of U.S. 501 right-of-way to northeast
36 corner of PIN 189657, thence in a southwesterly direction along the northern boundary
37 of aforementioned parcel, thence in a southeasterly direction along the western
38 boundary of aforementioned parcel, thence in a westerly direction along the northern
39 boundary of PIN 189656, thence in a southerly direction along the western boundaries
40 of PIN 189656 and 189655, thence in a westerly direction along the northern boundaries
41 of PIN 189654 and 189636, thence in a southerly direction along the western boundary
42 of PIN 189636, thence in a westerly direction along the northern boundary of PIN
43 189653, thence in a northwesterly direction along the eastern boundary of PIN 189665,
44 thence in a westerly direction along the northern boundary of aforementioned parcel,

1 thence in a southerly direction along the western boundary of aforementioned parcel to
2 the northern right-of-way of Bacon Road, thence in a westerly direction along the
3 northern right-of-way of Bacon Road to the intersection of the southern section
4 (between Bacon Road and Bill Poole Road) of Chambers Road, thence in a southerly
5 direction along the western boundary of the right-of-way of Chambers Road to the
6 northeast corner of PIN 189521, thence in a westerly direction along the northern
7 boundary of the aforementioned parcel, thence in a southerly direction along the
8 western boundary of aforementioned parcel, thence in an easterly direction along the
9 southern boundary of aforementioned parcel to the western boundary of the Chambers
10 Road right-of-way, thence in a southerly direction along the western boundary of the
11 Chambers Road right-of-way to the northeast corner of PIN 189519, thence in a
12 westerly direction along the northern boundary of the aforementioned parcel, thence in a
13 southerly direction along the western boundary of aforementioned parcel, thence in a
14 westerly direction along the northern boundary of PIN 189517, thence in a southerly
15 direction along the western boundary of aforementioned parcel, thence in an easterly
16 direction along southern boundary of aforementioned parcel to the western boundary of
17 the Chambers Road right-of-way, thence in a southerly direction along the western
18 boundary of the Chambers Road right-of-way to the northeast corner of PIN 189515,
19 thence in a westerly direction along the northern boundary of aforementioned parcel,
20 thence in a southerly direction along the eastern boundary of PIN 189511 to the
21 northern boundary of the Cothran Road right-of-way, thence in a westerly direction
22 along the northern boundary of the Cothran Road right-of-way to southeast corner of
23 PIN 189507, thence in a northerly direction along the eastern boundary of
24 aforementioned parcel, thence in a westerly direction along the northern boundary of
25 aforementioned parcel, thence in a southerly direction along the western boundary of
26 aforementioned parcel and PIN 189484, thence in an easterly direction along the
27 southern boundary of PIN 189484, thence in a southerly direction along the western
28 boundaries of PIN 189483, PIN 189488, and PIN 189489 to the northern boundary of
29 the Bill Poole Road right-of-way, thence in a southwesterly direction along northern
30 boundary of the Bill Poole right-of-way to its intersection with Rougemont Road,
31 thence in a southerly direction along the western boundary of the Rougemont Road
32 right-of-way to the southwest corner of PIN 189890. Thence in an easterly direction
33 along the southern boundary of aforementioned parcel, thence in a northerly direction
34 along the eastern boundary of aforementioned parcel, thence in an easterly direction
35 along the southern boundary of PIN 189498, thence in a southeasterly direction along
36 the western boundary of PIN 189494, thence in an easterly direction along the southern
37 boundary of aforementioned parcel, thence in a northerly direction along the eastern
38 boundaries of aforementioned parcel and PIN 189493, thence in an easterly direction
39 along the southern boundaries of PIN 189885 and PIN 189886 to the western boundary
40 of the Harris Road right-of-way, thence in a northerly direction along the western
41 boundary of the right-of-way of Harris Road to the northern boundary of the Bill Poole
42 Road right-of-way, thence in a northeasterly direction along the northern right-of-way
43 of Bill Poole Road to the southeastern corner of PIN 189884, thence in a northwesterly
44 direction along the eastern boundary of aforementioned parcel, thence in a

1 southwesterly direction along the northern boundaries of aforementioned parcel to PIN
2 189879, thence in a northwesterly direction along the eastern boundary of
3 aforementioned parcel, thence in a northerly direction along the western boundary of
4 parcel 189848, thence in an easterly direction along the northern boundary of
5 aforementioned parcel, thence in a southerly direction along the eastern boundary of
6 aforementioned parcel, thence in a southwesterly direction along the northwest
7 boundary of PIN 197183, thence in a southeasterly direction along the southwest
8 boundary of aforementioned parcel and crossing Bill Poole Road, thence in a westerly
9 direction along the southern right-of-way of Bill Poole Road to the western boundary of
10 PIN 189847, thence in a southerly direction along the western boundary of
11 aforementioned parcel, thence in an easterly direction along the southern boundary of
12 aforementioned parcel and continuing in an easterly direction along the southern
13 boundaries of parcels through PIN 189831 to the northwest corner of PIN 189830,
14 thence in a southerly direction along the western boundary of aforementioned parcel,
15 thence in an easterly direction along the southern boundary of aforementioned parcel to
16 the western right-of-way of U.S. 501, thence in a southerly direction along the western
17 boundary of the U.S. 501 right-of-way to PIN 189824, thence in a westerly direction
18 along the northern boundary of aforementioned parcel, thence in a southerly direction
19 along the eastern boundaries of PIN 189834, PIN 189835, and PIN 189867, thence in a
20 southeasterly direction along the northern boundary of PIN 190517, thence in a
21 southeasterly direction along the southwest boundary of PIN 190513, thence in a
22 northeasterly direction along the southeast boundary of aforementioned parcel to the
23 western right-of-way of U.S. 501. Thence crossing U.S. 501 and continuing along the
24 southeastern boundary of PIN 190530, thence in a northwesterly direction along the
25 northeast boundary of aforementioned parcel, thence in a southwesterly direction along
26 the northwestern boundary of aforementioned parcel to the northeastern boundary of the
27 U.S. 501 right-of-way, thence in a northwesterly and then northerly direction along the
28 eastern right-of-way of U.S. 501 to the southwestern corner of PIN 189820, thence in a
29 northeasterly direction along the southeastern boundary of aforementioned parcel to the
30 western boundary of the Norfolk Southern railroad right-of-way, thence in a southerly
31 direction along the western boundary of the Norfolk Southern railroad right-of-way to
32 the southwest corner of PIN 189793, thence in an easterly direction along the southern
33 boundary of aforementioned parcel, thence in a southeasterly direction along the
34 northeastern boundary of PIN 190625, thence in a southerly direction along the
35 northeastern boundary of PIN 190512, thence in a southeasterly and then easterly
36 direction along the northern boundary of aforementioned parcel to the southeast corner
37 of PIN 190645, thence in a northerly direction along the eastern boundary of
38 aforementioned parcel to the southern right-of-way of Lake Winds Trail, thence in an
39 easterly direction along the southern right-of-way of Lake Winds Trail, thence in a
40 southerly direction along the western boundary of PIN 190644, thence in an easterly
41 direction along the southern boundary of aforementioned parcel and continuing in an
42 easterly direction to the western right-of-way of Moores Mill Road, thence in a
43 northerly direction crossing Lake Winds Trail to the northeast corner of PIN 190663,
44 thence in a westerly direction along the northern boundary of aforementioned parcel and

1 continuing in a westerly direction to the northwest corner of PIN 190677, thence in a
2 southerly direction along the western boundary of aforementioned parcel to the northern
3 right-of-way of Lake Winds Trail, thence in a westerly direction along the northern
4 right-of-way of Lake Winds Trail to the southeastern corner of PIN 190665, thence in a
5 northerly direction along the eastern boundary of aforementioned parcel, thence in a
6 westerly direction along the northern boundary of aforementioned parcel and continuing
7 to the northeastern boundary of PIN 190671, thence in a northerly direction and
8 continuing to the northeast corner of PIN 190627 (located north of PIN 190628), then in
9 a westerly direction along the northern boundary of aforementioned parcel and
10 continuing in a westerly direction to PIN 190697, thence in a northeasterly direction
11 along the eastern boundary of aforementioned parcel, thence in a northwesterly
12 direction along the northeastern boundary of aforementioned parcel, thence in a
13 southwesterly direction along the northwestern boundary of aforementioned parcel,
14 thence in a northwesterly direction along the eastern right-of-way of Lake Winds Trail,
15 thence in a southwesterly direction crossing Lake Winds Trail and continuing to the
16 northwest corner of PIN 190688, thence in a southeasterly direction along the western
17 boundary of aforementioned parcel, thence in a westerly direction along the northern
18 boundary of PIN 190627 (located west of PIN 190688) to the southeast corner of PIN
19 189793, thence in a northerly direction along the eastern boundary of aforementioned
20 parcel and continuing to the southwest corner of PIN 190638, thence in an easterly
21 direction along the southern boundary of aforementioned parcel and continuing in an
22 easterly direction to the northwest corner of PIN 190629, thence in a southerly
23 direction along the western boundary of aforementioned parcel, then in an easterly
24 direction along the southern boundary of aforementioned parcel to the western
25 right-of-way of Moores Mill Road, thence in a northerly direction along the western
26 right-of-way of Moores Mill Road to the northwest corner of PIN 190706, thence in an
27 easterly direction along the northern boundary of aforementioned parcel, thence in a
28 southerly direction along the eastern boundary of aforementioned parcel and continuing
29 across Red Mountain Road along the western boundary of PIN 190587, thence in an
30 easterly direction along the southern boundary of aforementioned parcel, thence in a
31 northerly direction along the eastern boundary of aforementioned parcel, thence in an
32 easterly direction along the southern boundary of PIN 190704 and continuing in an
33 easterly direction to the Flat River, thence in a northerly and northeasterly direction
34 along the Flat River to the bridge over the Flat River on Red Mountain Road. PIN
35 190576 and PIN 189728 are located within the contiguous outer boundaries of the Town
36 of Rougemont, but are excluded from the municipality of Rougemont.

37 "ARTICLE III. GOVERNING BODY.

38 "Section 3.1. **Structure of Governing Body; Number of Members.** The governing
39 body of the Town of Rougemont is the Mayor and Town Council, which shall consist of
40 four members.

41 "Section 3.2. **Temporary Officers.** Until the organizational meeting after the initial
42 election in 2005 provided for by Section 4.1 of this Charter, Paula Hawkins, Linwood
43 Hedspeth, James Horton, Jean Laws, and Denise Smith are appointed members of the
44 Town Council, and they shall possess and exercise the powers granted to the governing

1 body until their successors are elected or appointed and qualified pursuant to this
2 Charter. The temporary officers shall elect a person from among the members of the
3 temporary governing body to serve as interim mayor. If any person named in this
4 section is unable to serve, the remaining temporary officers shall, by majority vote,
5 appoint a person to serve until the initial municipal election is held in 2005.

6 "Section 3.3. **Manner of Electing Town Council.** The qualified voters of the entire
7 Town shall elect the members of the Town Council and, except as provided in this
8 section, they shall serve four-year terms. In 2005, the three candidates receiving the
9 highest numbers of votes shall be elected to four-year terms, and the two candidates
10 receiving the next highest numbers of votes shall be elected to two-year terms. In 2007,
11 and quadrennially thereafter, two members shall be elected to four-year terms. In 2009,
12 and quadrennially thereafter, three members shall be elected to four-year terms.

13 "Section 3.4. **Manner of Electing Mayor; Term of Office; Duties.** At the
14 organizational meeting following each municipal election, the Town Council shall elect
15 one of its members as Mayor, and the Mayor shall serve at the pleasure of the Town
16 Council. The Mayor shall be the official head of Town government, shall preside at all
17 meetings of the Town Council, shall have the right to vote only when there is an equal
18 division on any question or matter before the Town Council, and shall exercise the
19 powers and duties conferred by law or as directed by the Town Council.

20 "Section 3.5. **Residency Requirement.** Members of the governing body of the
21 Town of Rougemont, whether elected or appointed, must be qualified voters who reside
22 within the corporate limits of the Town in order to qualify to take, hold, and continue in
23 office.

24 "ARTICLE IV. ELECTIONS.

25 "Section 4.1. **Conduct of Town Elections.** Elections shall be conducted on a
26 nonpartisan basis and results determined by a plurality as provided in G.S. 163-292.

27 "Section 4.2. **Special Elections and Referenda.** Special elections and referenda
28 may be held only as provided by the general law of North Carolina, local acts of the
29 General Assembly, or as provided for in this Charter.

30 "ARTICLE V. ADMINISTRATION.

31 "Section 5.1. **Town to Operate Under Mayor-Council Plan.** The Town shall
32 operate under the Mayor-Council form of government as provided in Part 3 of Article 7
33 of Chapter 160A of the General Statutes.

34 "Section 5.2. **Town Attorney.** The Town Council shall appoint a Town Attorney
35 licensed to practice law in North Carolina. It shall be the duty of the Town Attorney to
36 represent the Town, advise Town officials, and perform other duties as required by law
37 or as directed by the Town Council.

38 "Section 5.3. **Town Clerk.** The Town Council shall appoint a Town Clerk who shall
39 perform duties as required by law or as directed by the Town Council. The Town Clerk
40 shall serve at the pleasure of the Town Council.

41 "Section 5.4. **Other Officers and Employees.** The Town Council may appoint other
42 officers and positions as deemed appropriate, subject to the requirements of general law.

1 "Section 5.5. **Consolidation of Functions.** Where positions are not incompatible,
2 the Town Council may combine in one person the powers and duties of two or more
3 officers created or authorized by this Charter.

4 "Section 5.6. **Compensation for Mayor and Town Council Members.** The Mayor
5 and members of the Town Council shall be reimbursed for ordinary and necessary
6 expenses and may receive salary and honoraria only upon a majority vote of the
7 qualified voters of the Town who vote on the question in a special referendum.

8 "ARTICLE VI. TAXES AND BUDGET ORDINANCE.

9 "Section 6.1. **Powers of the Town Council.** The Town Council may levy those
10 taxes and fees authorized by general law. An affirmative vote equal to a majority of all
11 the members of the Town Council shall be required to change the ad valorem tax from
12 that rate established during the prior fiscal year.

13 "Section 6.2. **Budget.** The Town may adopt a budget ordinance for fiscal year
14 2005-2006 without following the timetable in the Local Government Budget and Fiscal
15 Control Act but shall follow the sequence of actions in the spirit of the act insofar as is
16 practical. For fiscal year 2005-2006, ad valorem taxes may be paid at par or face
17 amount within 90 days of the adoption of the budget ordinance and thereafter in
18 accordance with the schedule in G.S. 105-360. No ad valorem taxes may be levied for
19 the 2004-2005 fiscal year.

20 "Section 6.3. **Ad Valorem Taxes.** The Town Council shall not increase the ad
21 valorem tax rate more than \$0.05/\$100.00 valuation, except for fire protection services,
22 above the ad valorem tax rate established on the date of incorporation of the Town of
23 Rougemont without the vote or consent of a majority of the qualified voters of the Town
24 of Rougemont. The election on the question of increasing the ad valorem tax rate shall
25 be conducted in accordance with G.S. 160A-209.

26 "ARTICLE VII. ORDINANCES.

27 "Section 7.1. **Ordinances.** Except as otherwise provided in this Charter, the Town of
28 Rougemont is authorized to adopt such ordinances as the Town Council deems
29 necessary for the governance of the Town.

30 "ARTICLE VIII. MISCELLANEOUS.

31 "Section 8.1. **Enlargement of Town Council.** The qualified voters of the Town of
32 Rougemont may seek to enlarge the number of members of the Town Council by
33 submitting a petition to that effect signed by twenty percent (20%) of the qualified
34 voters. Upon the passage of a resolution as provided in G.S. 160A-102 or upon receipt
35 of a valid petition, the Town Council shall immediately take steps as provided in Part 4
36 of Article 5 of Chapter 160A of the General Statutes to determine by referendum
37 whether the number of members of the Town Council should be increased. If a majority
38 of the votes cast in the referendum are in the affirmative, a special election shall be held
39 at the earliest possible date to elect the additional members required to enlarge the Town
40 Council to the number set forth in the referendum.

41 "Section 8.2. **Amendments to Charter.** The Town Council may propose and enact
42 amendments to this Charter in accordance with Part 4 of Article 5 of Chapter 160A of
43 the General Statutes. No amendment to this Charter shall become effective until public
44 notice is given and a public hearing is held to receive comments on the proposed

1 Charter amendment. Notwithstanding G.S. 160A-103, upon receipt of a referendum
2 petition bearing the signatures and residence addresses of twenty percent (20%) of the
3 qualified voters of the Town, the Town Council shall submit ordinances adopted under
4 G.S. 160A-102 to a vote of the people.

5 "Section 8.3. **Provision of Services and Administration of Functions.** The Town
6 Council may enter into agreements with other governmental bodies and private
7 enterprises for the provision of services and administration of corporate functions in
8 order to provide the services and administer the functions in the most efficient and
9 cost-effective manner.

10 "Section 8.4. **Conflict of Interest.** No person, or a member of the person's
11 immediate family, who is employed by or is an official of the Town of Rougemont shall
12 do business with the Town unless the Town Council specifically approves the activity.
13 All appointed officials of the Town must inform the Town Council of any conflicts of
14 interest, and the failure to so inform shall constitute grounds for immediate dismissal for
15 cause. No official of the Town may accept any gratuity from any business, person, or
16 other official if the gratuity is related to his or her official duties.

17 "Section 8.5. **Nepotism.** No person who is an immediate family member of an
18 elected official of the Town of Rougemont shall be appointed to or employed in a
19 position within Town government unless the appointment or employment is approved
20 by the entire Town Council.

21 "Section 8.6. **Annexation.** The Town of Rougemont shall not extend its boundaries
22 into an adjoining county.

23 "ARTICLE IX. SPECIAL PROVISIONS.

24 "Section 9.1. **Fire Protection.** The Town of Rougemont shall contract with the
25 Bahama Volunteer Fire, Rescue, and EMS Company, Inc., to provide fire protection for
26 the Town. The contract terms and amount paid by the Town of Rougemont to the
27 Bahama Volunteer Fire, Rescue, and EMS Company, Inc., shall be mutually agreed
28 upon and annually renewed by the Board of Directors of the Bahama Volunteer Fire,
29 Rescue, and EMS Company, Inc., and the Town Council.

30 "Section 9.2. **Safety Protection.** The Town of Rougemont shall contract with the
31 Durham County Sheriff's Department to provide safety protection for the Town. The
32 contract terms and amount paid by the Town of Rougemont to the Durham County
33 Sheriff's Department shall be mutually agreed upon and annually renewed by the
34 Durham County Commissioners and the Town Council.

35 "Section 9.3. **Impact Fees.** The Town of Rougemont shall not impose impact fees
36 without the vote of a majority of the qualified voters of the Town of Rougemont."

37 **SECTION 2.** The Durham County Board of Elections shall conduct an
38 election on a date set by the Board, to be not less than 60 nor later than 120 days after
39 this act becomes law, for the purpose of submission to the qualified voters for the area
40 described in Section 2.1 of the Charter of the Town of Rougemont the question of
41 whether or not the area shall be incorporated as the Town of Rougemont. Registration
42 for the election shall be conducted in accordance with G.S. 163-288.2.

43 **SECTION 3.** In the election, the question on the ballot shall be:

44 "[]FOR []AGAINST

1 Incorporation of the Town of Rougemont."

2 **SECTION 4.** In the election, if a majority of the votes are cast "For the
3 Incorporation of the Town of Rougemont", Section 1 of this act shall become effective
4 on the date that the Durham County Board of Elections certifies the results of the
5 election. Otherwise, Section 1 of this act shall have no force and effect.

6 **SECTION 5.** This act is effective when it becomes law.