

**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2007**

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**1**

**HOUSE BILL 1147**

Short Title: Incorporate Rougemont.

(Local)

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Sponsors: Representative Wilkins.

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Referred to: Finance.

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March 29, 2007

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 a 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 to  
14 the northwest corner of PIN 190804, thence in an easterly direction along the northern  
15 boundary of aforementioned property, thence in a southerly direction along the eastern  
16 boundary of aforementioned property, thence in a westerly direction along the southern  
17 boundary of aforementioned property, thence in a northwesterly direction along the  
18 western boundary of aforementioned property and the eastern boundary of PIN 190768,  
19 thence in a westerly direction along the southern boundary of PIN 189593 to Equestrian  
20 Chase, thence in a southerly direction along the western boundary of Equestrian Chase  
21 to the southeastern boundary of PIN 190812, thence in a southwesterly direction along  
22 the eastern boundary of aforementioned property, thence in a northerly direction along  
23 the western boundary of aforementioned property and PIN 189595 and continuing  
24 northerly along the western boundary of PIN 189594 to PIN 189599, thence in an  
25 easterly direction along the southern boundary of aforementioned parcel, thence in a  
26 northerly direction along the eastern boundary of aforementioned parcel, thence in a  
27 westerly direction along the northern boundary of aforementioned parcel, thence in a  
28 northerly direction along the western boundaries of PIN 189590 and PIN 189589 to  
29 Harris Mill Road, thence in a northerly direction along the eastern boundary of the  
30 Norfolk Southern railroad right-of-way to the Durham/Person County line; thence in a  
31 westerly direction along the Durham/Person County line to the western right-of-way of  
32 U.S. Highway 501, thence in a southerly direction along the western right-of-way of  
33 U.S. 501 to PIN 189580, thence in an easterly direction along the southern boundary of  
34 PIN 189580 to the northwest corner of PIN 189542, thence, in a southerly direction  
35 along the western boundary of PIN 189542, thence in an easterly direction along the  
36 southern boundary of aforementioned parcel to the western boundary of right-of-way of  
37 U.S. 501, thence in a southerly direction along the western boundary of U.S. 501  
38 right-of-way to the northeast corner of PIN 189662, thence in a westerly direction along  
39 the northern boundary of PIN 189662, thence in an easterly direction along the southern  
40 boundary of aforementioned parcel to the western boundary of the U.S. 501  
41 right-of-way, thence in a southerly direction along the western boundary of U.S. 501  
42 right-of-way to northeast corner of PIN 189657, thence in a southwesterly direction  
43 along the northern boundary of aforementioned parcel, thence in a southeasterly  
44 direction along the western boundary of aforementioned parcel, thence in a westerly

1 direction along the northern boundary of PIN 189656, thence in a southerly direction  
2 along the western boundaries of PIN 189656 and 189655, thence in a westerly direction  
3 along the northern boundaries of PIN 189654 and 189636, thence in a southerly  
4 direction along the western boundary of PIN 189636, thence in a westerly direction  
5 along the northern boundary of PIN 189653, thence in a northwesterly direction along  
6 the eastern boundary of PIN 189665, thence in a westerly direction along the northern  
7 boundary of aforementioned parcel, thence in a southerly direction along the western  
8 boundary of aforementioned parcel to the northern right-of-way of Bacon Road, thence  
9 in a westerly direction along the northern right-of-way of Bacon Road to the  
10 intersection of the southern section (between Bacon Road and Bill Poole Road) of  
11 Chambers Road, thence in a southerly direction along the western boundary of the  
12 right-of-way of Chambers Road to the northeast corner of PIN 189521, thence in a  
13 westerly direction along the northern boundary of the aforementioned parcel, thence in a  
14 southerly direction along the western boundary of aforementioned parcel, thence in an  
15 easterly direction along the southern boundary of aforementioned parcel to the western  
16 boundary of the Chambers Road right-of-way, thence in a southerly direction along the  
17 western boundary of the Chambers Road right-of-way to the northeast corner of PIN  
18 189519, thence in a westerly direction along the northern boundary of the  
19 aforementioned parcel, thence in a southerly direction along the western boundary of  
20 aforementioned parcel, thence in a westerly direction along the northern boundary of  
21 PIN 189517, thence in a southerly direction along the western boundary of  
22 aforementioned parcel, thence in a easterly direction along southern boundary of  
23 aforementioned parcel to the western boundary of the Chambers Road right-of-way,  
24 thence in a southerly direction along the western boundary of the Chambers Road  
25 right-of-way to the northeast corner of PIN 189515, thence in a westerly direction along  
26 the northern boundary of aforementioned parcel, thence in a southerly direction along  
27 the eastern boundary of PIN 189511 to the northern boundary of the Cothran Road  
28 right-of-way, thence in a westerly direction along the northern boundary of the Cothran  
29 Road right-of-way to southeast corner of PIN 189507, thence in a northerly direction  
30 along the eastern boundary of aforementioned parcel, thence in a westerly direction  
31 along the northern boundary of aforementioned parcel, thence in a southerly direction  
32 along the western boundary of aforementioned parcel and PIN 189484, thence in an  
33 easterly direction along the southern boundary of PIN 189484, thence in a southerly  
34 direction along the western boundaries of PIN 189483, PIN 189488, and PIN 189489 to  
35 the northern boundary of the Bill Poole Road right-of-way, thence in a southwestly  
36 direction along northern boundary of the Bill Poole right-of-way to its intersection with  
37 Rougemont Road, thence in a southerly direction along the western boundary of the  
38 Rougemont Road right-of-way to the southwest corner of PIN 189890; thence in an  
39 easterly direction along the southern boundary of aforementioned parcel, thence in a  
40 northerly direction along the eastern boundary of aforementioned parcel, thence in an  
41 easterly direction along the southern boundary of PIN 189498, thence in a southeasterly  
42 direction along the western boundary of PIN 189494, thence in an easterly direction  
43 along the southern boundary of aforementioned parcel, thence in a northerly direction  
44 along the eastern boundaries of aforementioned parcel and PIN 189493, thence in an

1 easterly direction along the southern boundaries of PIN 189885 and PIN 189886 to the  
2 western boundary of the Harris Road right-of-way, thence in a northerly direction along  
3 the western boundary of the right-of-way of Harris Road to the northern boundary of the  
4 Bill Poole Road right-of-way, thence in an northeasterly direction along the northern  
5 right-of-way of Bill Poole Road to the southeastern corner of PIN 189884, thence in a  
6 northwesterly direction along the eastern boundary of aforementioned parcel, thence in  
7 a southwesterly direction along the northern boundaries of aforementioned parcel to  
8 PIN 189879, thence in a northwesterly direction along the eastern boundary of  
9 aforementioned parcel, thence in a northerly direction along the western boundary of  
10 parcel 189848, thence in an easterly direction along the northern boundary of  
11 aforementioned parcel, thence in a southerly direction along the eastern boundary of  
12 aforementioned parcel, thence in a southwesterly direction along the northwest  
13 boundary of PIN 197183, thence in a southeasterly direction along the southwest  
14 boundary of aforementioned parcel and crossing Bill Poole Road, thence in a westerly  
15 direction along the southern right-of-way of Bill Poole Road to the western boundary of  
16 PIN 189847, thence in a southerly direction along the western boundary of  
17 aforementioned parcel, thence in an easterly direction along the southern boundary of  
18 aforementioned parcel and continuing in an easterly direction along the southern  
19 boundaries of parcels through PIN 189831 to the northwest corner of PIN 189830,  
20 thence in a southerly direction along the western boundary of aforementioned parcel,  
21 thence in an easterly direction along the southern boundary of aforementioned parcel to  
22 the western right-of-way of U.S. 501, thence in a southerly direction along the western  
23 boundary of the U.S. 501 right-of-way to PIN 189824, thence in a westerly direction  
24 along the northern boundary of aforementioned parcel, thence in a southerly direction  
25 along the eastern boundaries of PIN 189834, PIN 189835, and PIN 189867, thence in a  
26 southeasterly direction along the northern boundary of PIN 190517, thence in a  
27 southeasterly direction along the southwest boundary of PIN 190513, thence in a  
28 northeasterly direction along the southeast boundary of aforementioned parcel to the  
29 western right-of-way of U.S. 501; thence crossing U.S. 501 and continuing along the  
30 southeastern boundary of PIN 190530, thence in a northwesterly direction along the  
31 northeast boundary of aforementioned parcel, thence in a southwesterly direction along  
32 the northwestern boundary of aforementioned parcel to the northeastern boundary of the  
33 U.S. 501 right-of-way, thence in a northwesterly and then northerly direction along the  
34 eastern right-of-way of U.S. 501 to the southwestern corner of PIN 189820, thence in a  
35 northeasterly direction along the southeastern boundary of aforementioned parcel to the  
36 western boundary of the Norfolk Southern railroad right-of-way, thence in a southerly  
37 direction along the western boundary of the Norfolk Southern railroad right-of-way to  
38 the southwest corner of PIN 189793, thence in an easterly direction along the southern  
39 boundary of aforementioned parcel, thence in a southeasterly direction along the  
40 northeastern boundary of PIN 190625, thence in a southerly direction along the  
41 northeastern boundary of PIN 190512, thence in a southeasterly and then easterly  
42 direction along the northern boundary of aforementioned parcel to the southeast corner  
43 of PIN 190645, thence in a northerly direction along the eastern boundary of  
44 aforementioned parcel to the southern right-of-way of Lake Winds Trail, thence in an

1 easterly direction along the southern right-of-way of Lake Winds Trail, thence in a  
2 southerly direction along the western boundary of PIN 190644, thence in an easterly  
3 direction along the southern boundary of aforementioned parcel and continuing in an  
4 easterly direction to the western right-of-way of Moores Mill Road, thence in a  
5 northerly direction crossing Lake Winds Trail to the northeast corner of PIN 190663,  
6 thence in a westerly direction along the northern boundary of aforementioned parcel and  
7 continuing in a westerly direction to the northwest corner of PIN 190677, thence in a  
8 southerly direction along the western boundary of aforementioned parcel to the northern  
9 right-of-way of Lake Winds Trail, thence in a westerly direction along the northern  
10 right-of-way of Lake Winds Trail to the southeastern corner of PIN 190665, thence in a  
11 northerly direction along the eastern boundary of aforementioned parcel, thence in a  
12 westerly direction along the northern boundary of aforementioned parcel and continuing  
13 to the northeastern boundary of PIN 190671, thence in a northerly direction and  
14 continuing to the northeast corner of PIN 190627 (located north of PIN 190628), then in  
15 a westerly direction along the northern boundary of aforementioned parcel and  
16 continuing in an westerly direction to PIN 190697, thence in a northeasterly direction  
17 along the eastern boundary of aforementioned parcel, thence in a northwesterly  
18 direction along the northeastern boundary of aforementioned parcel, thence in a  
19 southwesterly direction along the northwestern boundary of aforementioned parcel,  
20 thence in a northwesterly direction along the eastern right-of-way of Lake Winds Trail,  
21 thence in a southwesterly direction crossing Lake Winds Trail and continuing to the  
22 northwest corner of PIN 190688, thence in a southeasterly direction along the western  
23 boundary of aforementioned parcel, thence in a westerly direction along the northern  
24 boundary of PIN 190627 (located west of PIN 190688) to the southeast corner of PIN  
25 189793, thence in a northerly direction along the eastern boundary of aforementioned  
26 parcel and continuing to the southwest corner of PIN 190638, thence in a easterly  
27 direction along the southern boundary of aforementioned parcel and continuing in an  
28 easterly direction to the northwest corner of PIN 190629, thence in a southerly  
29 direction along the western boundary of aforementioned parcel, then in an easterly  
30 direction along the southern boundary of aforementioned parcel to the western  
31 right-of-way of Moores Mill Road, thence in a northerly direction along the western  
32 right-of-way of Moores Mill Road to the northwest corner of PIN 190706, thence in an  
33 easterly direction along the northern boundary of aforementioned parcel, thence in a  
34 southerly direction along the eastern boundary of aforementioned parcel and continuing  
35 across Red Mountain Road along the western boundary of PIN 190587, thence in an  
36 easterly direction along the southern boundary of aforementioned parcel, thence in a  
37 northerly direction along the eastern boundary of aforementioned parcel, thence in a  
38 easterly direction along the southern boundary of PIN 190704 and continuing in an  
39 easterly direction to the Flat River, thence in a northerly and northeasterly direction  
40 along the Flat River to the bridge over the Flat River on Red Mountain Road. PIN  
41 190576 and PIN 189728 are located within the contiguous outer boundaries of the Town  
42 of Rougemont, but are excluded from the municipality of Rougemont.

43 "ARTICLE III. GOVERNING BODY.

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

4 "Section 3.2. **Temporary Officers.** Until the organizational meeting after the initial  
5 election in 2007 provided for by Section 4.1 of this Charter, Paula Hawkins, Linwood  
6 Hedspeth, James Horton, Jean Laws, and Denise Smith are appointed members of the  
7 Town Council, and they shall possess and exercise the powers granted to the governing  
8 body until their successors are elected or appointed and qualified pursuant to this  
9 Charter. The temporary officers shall elect a person from among the members of the  
10 temporary governing body to serve as interim mayor. If any person named in this  
11 section is unable to serve, the remaining temporary officers shall, by majority vote,  
12 appoint a person to serve until the initial municipal election is held in 2007.

13 "Section 3.3. **Manner of Electing Town Council.** The qualified voters of the entire  
14 Town shall elect the members of the Town Council and, except as provided in this  
15 section, they shall serve four-year terms. In 2007, the three candidates receiving the  
16 highest numbers of votes shall be elected to four-year terms and the two candidates  
17 receiving the next highest numbers of votes shall be elected to two-year terms. In 2009,  
18 and quadrennially thereafter, two members shall be elected to four-year terms. In 2011,  
19 and quadrennially thereafter, three members shall be elected to four-year terms.

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

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

#### 31 "ARTICLE IV. ELECTIONS.

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

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

#### 37 "ARTICLE V. ADMINISTRATION.

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

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

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

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

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

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

13 "ARTICLE VI. TAXES AND BUDGET ORDINANCE.

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

18 "Section 6.2. **Commencement of Tax Collection.** From and after July 1, 2007, the  
19 citizens and property in the Town of Rougemont shall be subject to municipal taxes  
20 levied for the year beginning July 1, 2007, and for that purpose the Town shall obtain  
21 from Durham County a record of property in the area herein incorporated which was  
22 listed for property taxes as of January 1, 2007.

23 "Section 6.3. **Budget.** The Town may adopt a budget ordinance for fiscal year  
24 2007-2008 without following the timetable in the Local Government Budget and Fiscal  
25 Control Act, but shall follow the sequence of actions in the spirit of the act insofar as is  
26 practical. For fiscal year 2007-2008, ad valorem taxes may be paid at par or face  
27 amount within 90 days of the adoption of the budget ordinance and thereafter in  
28 accordance with the schedule in G.S. 105-360. If the effective date of the incorporation  
29 is prior to July 1, 2007, the Town may adopt a budget ordinance for fiscal year  
30 2006-2007 without following the timetable in the Local Government Budget and Fiscal  
31 Control Act, but shall follow the sequence of actions in the spirit of the act insofar as  
32 practical. No ad valorem taxes may be levied for the 2006-2007 fiscal year.

33 "Section 6.4. **Ad Valorem Taxes.** The Town Council shall not increase the ad  
34 valorem tax rate more than \$0.05/\$100.00 valuation, except for fire protection services,  
35 above the ad valorem tax rate established on the date of incorporation of the Town of  
36 Rougemont without the vote or consent of a majority of the qualified voters of the Town  
37 of Rougemont. The election on the question of increasing the ad valorem tax rate shall  
38 be conducted in accordance with G.S. 160A-209.

39 "ARTICLE VII. ORDINANCES.

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

43 "ARTICLE VIII. MISCELLANEOUS.

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

11 "Section 8.2. **Amendments to Charter.** The Town Council may propose and enact  
12 amendments to this Charter in accordance with Part 4 of Article 5 of Chapter 160A of  
13 the General Statutes. No amendment to this Charter shall become effective until public  
14 notice is given and a public hearing is held to receive comments on the proposed  
15 Charter amendment. Notwithstanding G.S. 160A-103, upon receipt of a referendum  
16 petition bearing the signatures and residence addresses of twenty percent (20%) of the  
17 qualified voters of the Town, the Town Council shall submit ordinances adopted under  
18 G.S. 160A-102 to a vote of the people.

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

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

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

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

37 "ARTICLE IX. SPECIAL PROVISIONS.

38 "Section 9.1. **Fire Protection.** The Town of Rougemont shall contract with the  
39 Bahama Volunteer Fire, Rescue, and EMS Company, Inc., to provide fire protection for  
40 the Town. The contract terms and amount paid by the Town of Rougemont to the  
41 Bahama Volunteer Fire, Rescue, and EMS Company, Inc., shall be mutually agreed  
42 upon and annually renewed by the Board of Directors of the Bahama Volunteer Fire,  
43 Rescue, and EMS Company, Inc., and the Town Council.



1 "Section 9.2. **Safety Protection.** The Town of Rougemont shall contract with the  
2 Durham County Sheriff's Department to provide safety protection for the Town. The  
3 contract terms and amount paid by the Town of Rougemont to the Durham County  
4 Sheriff's Department shall be mutually agreed upon and annually renewed by the  
5 Durham County Commissioners and the Town Council.

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

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

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

15  FOR  AGAINST

16 Incorporation of the Town of Rougemont."

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

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