

GENERAL ASSEMBLY OF NORTH CAROLINA

SESSION 1995

H

1

HOUSE BILL 206

Short Title: Flat Rock Incorporated.

(Local)

Sponsors: Representatives Justus; and Ives.

Referred to: Local and Regional Government I, if favorable to Finance.

February 16, 1995

A BILL TO BE ENTITLED
AN ACT TO INCORPORATE THE VILLAGE OF FLAT ROCK, SUBJECT TO A
REFERENDUM.

The General Assembly of North Carolina enacts:

Section 1. A charter for the Village of Flat Rock is enacted to read:

"CHARTER OF THE VILLAGE OF FLAT ROCK.

"CHAPTER I.

"INCORPORATION AND CORPORATE POWERS.

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

"CHAPTER II.

"CORPORATE BOUNDARIES.

"Sec. 2.1. **Village Boundaries.** Until modified in accordance with law, the boundaries of the Village of Flat Rock are as follows:

BEGINNING near Pleasant Hill Church at the point of intersection of the projection in a Northwest direction of a line located 30 feet South of and parallel to the centerline of Little River Road (SR#1123) and a line located 30 feet West of and parallel to the centerline of Kanuga Road (SR # 1127) thence with a line located 30 feet West of and

1 parallel to the centerline of Kanuga Road in a Northeast direction to the intersection of
2 said line with the projection in a Northwest direction of the Southwest boundary of the
3 Kenneth L. Eicholtz property as described in deed recorded in Deed Book 756, Page 372,
4 Henderson County Registry; thence, crossing Kanuga Road in a Southeast direction to
5 the Northwest corner of Eicholtz's property; thence with the Southwest boundary of
6 Kenneth L. Eicholtz property in a Southeast direction to Eicholtz's Southwest corner;
7 thence, with the Eicholtz Southeast boundary in a Northeast direction to the Southwest
8 corner of the Kenneth L. Eicholtz property as described in deed recorded in Deed Book
9 754, Page 511, Henderson County Registry; thence with the Southeast boundary of the
10 Eicholtz property in a Northeast direction to the Northwest corner of Lot #22, Section
11 Two, Beaumont Estates as described in deed recorded in Plat Book A, Page 152-A,
12 Henderson County Registry; thence with the Northwest boundary of Beaumont Estates in
13 a Northeast direction crossing Beaumont Drive to the intersection of the projection of
14 Beaumont Estates boundary with the Southwest boundary of English Hills Subdivision as
15 described in deed recorded in Plat Book C, Page 262-A, Henderson County Registry;
16 thence, with the projection of the Southwest boundary of English Hills Subdivision in a
17 Southeast direction to the intersection of the centerline of Mud Creek; thence,
18 downstream in a Northeast direction with the centerline of Mud Creek crossing Erkwood
19 Drive (SR#1164) to the intersection of said centerline with a line located 30 feet North of
20 and parallel with the centerline of Erkwood Drive; thence, with a line located 30 feet
21 North of and parallel to the centerline of Erkwood Drive in a Southeast direction to the
22 intersection of said line with the projection in a Northwest direction of a line located 30
23 feet North of and parallel to the centerline of Mud Creek Cemetery Road (SR #1165);
24 thence, crossing Erkwood Drive to the intersection of a line located 30 feet South of and
25 parallel to the centerline of Erkwood Drive and a line located 30 feet North of and
26 parallel to the centerline of Mud Creek Cemetery Road; thence with a line located 30 feet
27 North of and parallel to the centerline of Mud Creek Cemetery Road in a Southeast
28 direction to the intersection of a line located 30 feet West of and parallel to the centerline
29 of Rutledge Drive (SR #1166); thence crossing Rutledge Drive to the intersection of the
30 projection in a Southeast direction of a line located 30 feet North of and parallel to the
31 centerline of Mud Creek Cemetery Road and a line located 30 feet East of and parallel to
32 the centerline of Rutledge Drive; thence with a line located 30 feet East of and parallel to
33 the centerline of Rutledge Drive in a Southeast direction to the intersection of the West
34 boundary line of Southern Bell Telephone and Telegraph Company property as described
35 in deed recorded in Deed Book 637, Page 348, Henderson County Registry; thence with
36 the West boundary of said property in a North direction to the Northwest corner of the
37 Southern Bell Telephone and Telegraph Company property; thence, with the North
38 boundary of Southern Bell Telephone and Telegraph Company property in a East
39 direction to the Northeast corner of said property; thence with the East boundary of
40 Southern Bell Telephone and Telegraph Company property in a South direction to the
41 Northwest corner of the Vestry and Wardens of the Church of St. John in the Wilderness
42 property as described in deed recorded in Deed Book 670, Page 641, Henderson County
43 Registry; thence with the North boundary of said property in an East direction to the

1 intersection of a line located 30 feet West of and parallel to the centerline of US 25;
2 thence with a line located 30 feet West of and parallel to the centerline of US 25 in a
3 North direction to the intersection of the projection in a West direction of a line located
4 30 feet North of and parallel to the centerline of Highland Lake Road (SR #1783); thence
5 crossing US 25 in an East direction to the intersection of a line located 30 feet East of and
6 parallel to the centerline of US 25 and a line located North of and parallel to the
7 centerline of Highland Lake Road; thence, with a line located 30 feet North and parallel
8 to the centerline of Highland Lake Road in an East direction to the intersection of the
9 projection in a Northwest direction of a line located 30 feet East of and parallel to the
10 centerline of Highland Lake Drive (SR #1825); thence crossing Highland Lake Road in a
11 Southeast direction to the intersection of a line located 30 feet South of and parallel to the
12 centerline of Highland Lake Road and a line located 30 feet East of and parallel to the
13 centerline of Highland Lake Drive; thence with a line located 30 feet North and East of
14 and parallel to the centerline of Highland Lake Drive in a Southeast direction to the
15 intersection of a line located 30 feet North of and parallel to the centerline of Blue Ridge
16 Road (SR #1812); thence with a line located 30 feet Northeast of and parallel to the
17 centerline of Blue Ridge Road in a Southeast direction to the projection in a North
18 direction of the seventh course in the description of the property owned by Henderson
19 County Board of Public Education as described in deed recorded in Deed Book 408, Page
20 481, Henderson County Registry; thence crossing Blue Ridge Road to the North terminus
21 of the seventh course in the description of the boundary of Henderson County Board of
22 Public Education property; thence with the Henderson County Board of Public Education
23 property boundaries in a Southwest, South and East directions to the Eastern terminus of
24 the second course described in the Henderson County Board of Public Education deed;
25 thence in an East direction crossing a private drive to the Southwest corner of Edward C.
26 Jones property as described in deed recorded in Deed Book 769, Page 279, Henderson
27 County Registry; thence in a East direction with the South boundary of Edward C. Jones
28 property to the Southwest corner of the Hannah L. Edwards property as described in deed
29 recorded in Deed Book 555, Page 809, Henderson County Registry; thence in a East
30 direction with Hannah L. Edwards' South boundary to the Southeast corner of the Hannah
31 L. Edwards property; thence, crossing Mine Gap Road in a Due East direction to the
32 intersection of a line located 30 feet East of and parallel to the centerline of Mine Gap
33 Road (SR #1827); thence, with a line located 30 feet East of and parallel to the centerline
34 of Mine Gap Road in a South and Southeast direction to the intersection of said line and
35 the projection in an East direction of the South boundary line of W. Stephen Gilboy
36 property as described in deed recorded in Deed Book 682, Page 355, Henderson County
37 Registry; thence, crossing Mine Gap Road in a South direction to the Southeast corner of
38 W. Stephen Gilboy's property; thence with the South boundary of W. Stephen Gilboy
39 property in a West direction to the Southeast corner of Lot Number 51K, Section Five,
40 King Crest Subdivision as shown on plat thereof recorded in the Henderson County
41 Registry in Slide A, Page 263-A; thence with the South boundary of Lot Number 51K in
42 a West direction to the Southwest corner of Lot Number 51K and the South margin of the
43 right of way of King Crest Drive; thence with the South margin of the right of way of

1 King Crest Drive in a Southwest direction to the Northwest corner of Lot Number 33,
2 Kingwood Subdivision, Addition Number Four, as described in deed recorded in Plat
3 Book A, Page 263, Henderson County Registry; thence with the North boundary of
4 Kingwood Subdivision, Addition Number Four, in an East direction to Northwest corner
5 of Lot Number 31, Addition Number Three, of Kingwood Subdivision as described in
6 deed recorded in Plat Book A, Page 252A, Henderson County Registry; thence, with the
7 North boundary of Addition Number Three in an East direction to the Northwest corner
8 of Lot No. 23, Kingwood Subdivision, Addition Number One, as described in deed
9 recorded in Plat Book A, Page 288, Henderson County Registry; thence, with the North
10 boundary of Addition Number One in an East direction to the Northeast corner of Lot
11 Number 23, Kingwood Subdivision, Addition Number One Revision; thence with the
12 East boundary of Kingwood Subdivision, Addition Number One Revision, in a
13 Southwest direction to the Northeast corner of Lot Number 17, Kingwood Subdivision as
14 described in deed recorded in Deed Book 675, Page 350, Henderson County Registry;
15 thence with the East boundary of Kingwood Subdivision in a Southwest direction to the
16 Southeast corner of Kingwood Subdivision, Lot Number Twenty Five as described in
17 deed recorded in Deed Book 728, Page 09, Henderson County Register; thence with the
18 South boundary of Lot Number Twenty Five in a West direction to the Southwest corner
19 of Lot Number Twenty Five, Kingwood Subdivision; thence crossing US 25 in a South
20 direction to the intersection of a line running due South from the Southwest corner of
21 Kingwood Subdivision, Lot Number Twenty Five, and a line located 30 feet south of and
22 parallel to the centerline of US 25; thence with a line located 30 feet South of and parallel
23 to the centerline of US 25 in a West direction to the intersection of the Southeast
24 boundary of Alexander Schenck property as described in deed recorded in Deed Book
25 617, Page 705, Henderson County Registry; thence with the Southeast boundary of
26 Alexander Schenck in a Southwest direction to the Southwest corner of Alexander
27 Schenck property, said point also being a corner of that property owned by Kenmure
28 Properties, Ltd. as described in deed recorded in Deed Book 644, Page 341, Henderson
29 County Registry; thence with the Kenmure Properties, Ltd. property in a Southwest
30 direction to the intersection of Kenmure Properties, Ltd. boundary with a line located 30
31 feet South of and parallel to the centerline of Pinnacle Mountain Road (SR 1114); thence
32 with a line located 30 feet South of and parallel to the centerline of the Pinnacle
33 Mountain Road in a West direction to the projection in a South direction of the West
34 boundary of Kenmure Properties, Ltd.; thence crossing Pinnacle Mountain Road in a
35 North direction to the intersection of the West boundary of Kenmure Properties, Ltd. and
36 a line located 30 feet North of and parallel to the centerline of Pinnacle Mountain Road;
37 thence with the West boundary line of Kenmure in a North direction to the intersection of
38 the South boundary of the T. D. Hunter, III property as described in deed recorded in
39 Deed Book 463, Page 292, Henderson County Registry; thence with the T. D. Hunter, III
40 property in a West and North direction to the Northeast corner of Lot Six, Ann Wilson
41 Barnette Property as described in deed recorded in Plat Book A, Page 29A, Henderson
42 County Registry; thence with Ann Wilson Barnette property in a West direction to the
43 Southwest corner of Lot Eleven, Stonebridge Subdivision as described in deed recorded

1 in Plat Book A, Page 398A, Henderson County Registry; thence with the West and North
2 boundaries of Stonebridge Subdivision in a North direction to the Northwest corner of
3 Lot Seven, Stonebridge Subdivision, also being the Southeast corner of Paul R. Fitzner
4 property as described in deed recorded in Deed Book 558, Page 880, Henderson County
5 Registry; thence with Paul R. Fitzner property in West and North directions to the
6 Northwest corner of Paul R. Fitzner property also being a point in the South boundary
7 line of John R. VanDine property as described in deed recorded in Deed Book 717, Page
8 345, Henderson County Registry; thence with the South boundary of Paul R. Fitzner
9 property in a West direction to the Southwest corner of the John R. VanDine property;
10 thence with the West boundary of John R. VanDine property in a North direction to the
11 intersection of a line located 30 feet South of and parallel to the centerline of Little River
12 Road; thence with a line located 30 feet South of and parallel to the centerline of Little
13 River Road in a West direction to the BEGINNING.

14 "CHAPTER III.

15 "GOVERNING BODY.

16 "Sec. 3.1. **Structure of Governing Body; Number of Members.** The governing
17 body of the Village of Flat Rock is the Village Council, which has six members and the
18 Mayor.

19 "Sec. 3.2. **Manner of Electing Council.** (a) The Village is divided into
20 electoral districts as provided in subsection (c) of this section. Each district shall elect
21 two members, and members shall reside in and represent the districts according to the
22 apportionment plan adopted, but the qualified voters of the entire Village elect the
23 members of the Council.

24 (b) The Village Council shall, following the 2000 census, revise the electoral
25 districts set forth in subsection (c) of this section in accordance with G.S. 160A-23 so that
26 each district contains the same number of persons as nearly as possible beginning with
27 the election in 2001, provided that changes in electoral district boundaries do not affect
28 the right of any member of the council to finish a term.

29 (c) The electoral districts are:

30 District No. 1 is all of that geographical area lying West of U.S. Highway 25 and South
31 of Little River Road. Essentially encompassing the subdivisions of Kenmure,
32 Ravenwood, and Stonebridge.

33 District No. 2 is all of that geographical area lying East of U.S. Highway 25, and, in
34 addition, that geographical area West of U.S. Highway 25 and North of Little River Road
35 to the point of intersection of Trenholm Road and Little River Road thence following
36 Trenholm Road to its intersection with Rutledge Drive, thence Southeasterly on Rutledge
37 Drive to U.S. Highway 25. Essentially encompassing the subdivisions of Kingwood,
38 Claremont, Pinecrest, Bon Clarken, Highland Lakes, and Flat Rock Forest.

39 District No. 3 is all of that geographical area lying North of Little River Road and
40 Northwesterly of Trenholm Road from the point of its intersection with Little River
41 Road, thence along Trenholm Road to its intersection with Rutledge Drive (the
42 Northeasterly boundary of the Village of Flat Rock). Essentially encompassing the

1 subdivisions of Pleasant Hill, Woodhaven, Beaumont Estates, Flat Rock Lakes,
2 Teneriffe, Tranquility, Chanteloupe, and Trenholm Woods.

3 "Sec. 3.3. **Term of Office of Council Members.** In the 1995 municipal election,
4 two members shall be elected from each electoral district. In each electoral district in
5 1995, the person receiving the highest number of votes is elected to a four-year term, and
6 the person receiving the next highest number of votes is elected to a two-year term. In
7 1997 and biennially thereafter, one person is elected from each electoral district for a
8 four-year term.

9 "Sec. 3.4. **Election of Mayor; Term of Office.** The qualified voters of the entire
10 Village elect the Mayor. A Mayor shall be elected in 1995 and quadrennially thereafter
11 for a four-year term.

12 "CHAPTER IV.

13 "ELECTIONS.

14 "Sec. 4.1. **Conduct of Village Elections.** Village officers shall be elected on a
15 nonpartisan basis and results determined by the primary method as provided in G.S. 163-
16 294.

17 "Sec. 4.2. Until members of the Village Council are elected in 1995 in accordance
18 with the Village Charter and the law of North Carolina, the following shall serve as
19 members of the Interim Village Council:

20 Donald R. Brems	Arthur R. Malowney
21 Cyrus C. Highlander	Jane C. Mellon
22 John W. Jones	Louis C. Bernst

23 MEL MAUSOLF

24 "Sec. 4.3. Until the Mayor is elected in 1995 in accordance with the Village of Flat
25 Rock Charter and the laws of the State of North Carolina, the Interim Village Council
26 shall select from their number one person to serve as Mayor and one person to serve as
27 Vice Mayor. On the Interim Council the Mayor shall not vote except in case of a tie vote.

28 "CHAPTER V.

29 "ADMINISTRATION.

30 "Sec. 5.1. **Village to Operate Under Mayor-Council Plan.** The Village of Flat
31 Rock operates under the Mayor-Council plan as provided in Part 3 of Article 7 of Chapter
32 160A of the General Statutes.

33 "Sec. 5.2. **Boards and Commissions.** The Village Council may appoint such boards,
34 commissions, and committees as it deems necessary or advisable in providing local
35 governmental service to the Village.

36 "Sec. 5.3. **Streets.** The Village Council may contract with the North Carolina
37 Department of Transportation for street maintenance.

38 "Sec. 5.4. **Police Protection.** The Village of Flat Rock may contract with the
39 Henderson County Board of Commissioners to provide police protection within the
40 village by the County Sheriff's Department.

41 "CHAPTER VI.

42 "ORDINANCES AND REGULATIONS.

43 "Sec. 6.1. **Ordinances.**

1 (a) This charter does not affect the special fire tax district for Green River
2 Volunteer Fire Department, the Valley Hill Fire and Rescue Department, and the Blue
3 Ridge Volunteer Fire Department, or any contracts of those departments concerning
4 property within the boundary of the Village.

5 (b) The following ordinances are in effect within the Village, notwithstanding that
6 under G.S. 153A-122 the Village had not permitted the ordinance to be effective within
7 the municipality, except that if under G.S. 153A-122 the ordinance would have been
8 applicable within the Village only if the Village by resolution permitted the ordinance to
9 be applicable, the Village may provide that the ordinance is no longer applicable within
10 the Village by adopting a resolution withdrawing its permission:

11 ANIMAL CONTROL ORDINANCE

12 CATV ORDINANCE

13 COMMERCIAL INCINERATION FACILITIES

14 201 FACILITIES PLAN

15 FARMLAND PRESERVATION ORDINANCE

16 GRANT PROJECT ORDINANCE

17 INSPECTION ORDINANCE

18 JUNKYARD ORDINANCE

19 LAND DEVELOPMENT ORDINANCE

20 MOTOR VEHICLE ABANDONMENT

21 MOUNTAIN RIDGE PROTECTION

22 OUTDOOR ADVERTISING SIGN ORDINANCE

23 PARKS/RECREATION ORDINANCE

24 PROPERTY ADDRESS ORDINANCE (E911)

25 SOLICITATION ORDINANCE

26 SUBDIVISION REGULATIONS

27 ZONING ORDINANCE.

28 "Sec. 6.2. **Covenants.** This charter does not affect any restrictive covenants,
29 restrictions, and regulations regarding structures or uses within subdivisions in existence
30 before incorporation, and the Village may not make lawful under any Village zoning or
31 other ordinance any structure or use forbidden under such covenants, restrictions, and
32 regulations.

33 "CHAPTER VII.

34 "FINANCE.

35 "Sec. 7.1. **Financing Village Operations.** Annually the Mayor and Council shall
36 prepare a budget, setting forth anticipated revenues and expenses as provided by Chapter
37 159 of the General Statutes. Copies of the budget shall be made available to the public.

38 "Sec. 7.2. **Expenditures.** The Mayor and Council shall monitor charter expenditures
39 so as to insure that they do not exceed total revenues."
40

41
42 Sec. 2. From and after the effective date of this act, the citizens and property
43 in the Village of Flat Rock shall be subject to municipal taxes levied for the year

1 beginning July 1, 1995, and for that purpose the Village shall obtain from Henderson
2 County a record of property in the area herein incorporated which was listed for taxes as
3 of January 1, 1995. The Village may adopt a budget ordinance for fiscal year 1995-96
4 without following the timetable in the Local Government Budget and Fiscal Control Act,
5 but shall follow the sequence of actions in the spirit of the act insofar as is practical. For
6 fiscal year 1995-96, ad valorem taxes may be paid at par or face amount within 90 days
7 of adoption of the budget ordinance, and thereafter in accordance with the schedule in
8 G.S. 105-360 as if the taxes had been due and payable on September 1, 1995. The
9 Village of Flat Rock is eligible to receive distributions of State funds during fiscal year
10 1995-96.

11 Sec. 3. (a) The Henderson County Board of Elections shall conduct an election
12 on a date set by the Henderson County Board of Elections for the purpose of submission
13 to the qualified voters of the area described in Section 2.1 of the Charter of the Village of
14 Flat Rock, the question of whether or not such area shall be incorporated as the Village of
15 Flat Rock. The date of the election shall be not less than 60 days nor more than 90 days
16 after the date of ratification of this act. Registration for the election shall be conducted in
17 accordance with G.S. 163-288.2.

18 (b) In the election, the question on the ballot shall be:

19 **"[] FOR [] AGAINST**
20 **INCORPORATION OF THE VILLAGE OF FLAT ROCK".**

21 Sec. 4. In the election, if a majority of the votes are cast "FOR incorporation
22 of the Village of Flat Rock", Sections 1 and 2 of this act become effective on the date of
23 the certification of the results of the election. Otherwise, Sections 1 and 2 of this act have
24 no force and effect.

25 If the date of certification is after the opening date for candidate filing for the
26 1995 municipal election under G.S. 163-294.2(c), the Henderson County Board of
27 Elections shall establish a special filing period for the election.

28 Sec. 5. This act is effective upon ratification.