

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

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HOUSE BILL 772
Committee Substitute Favorable 5/6/09
PROPOSED COMMITTEE SUBSTITUTE H772-PCS50719-REx-5

Short Title: Huntersville Charter Rewrite.

(Local)

Sponsors:

Referred to:

March 25, 2009

1 A BILL TO BE ENTITLED
2 AN ACT TO REVISE AND CONSOLIDATE THE CHARTER OF THE TOWN OF
3 HUNTERSVILLE.

4 The General Assembly of North Carolina enacts:

5 **SECTION 1.** The Charter of the Town of Huntersville is revised and consolidated
6 to read:

7 "CHARTER OF THE TOWN OF HUNTERSVILLE.

8 "ARTICLE I. INCORPORATION, CORPORATE POWERS, AND BOUNDARIES.

9 "Sec. 1.1. **Incorporation.** The Town of Huntersville and the inhabitants thereof shall
10 continue to be a municipal body politic and corporate under the name and style of the "Town of
11 Huntersville," hereinafter sometimes referred to as the "Town."

12 "Sec. 1.2. **Powers.** The Town shall have and may exercise all of the powers, duties, rights,
13 privileges, and immunities conferred upon the Town of Huntersville specifically by this Charter
14 or upon municipal corporations by general law, which shall include as general law as defined in
15 G.S. 160A-1.

16 "Sec. 1.3. **Corporate Boundaries.** The corporate limits shall be those existing at the time
17 of the ratification of this Charter, as set forth on the official map of the Town and as they may
18 be altered from time to time in accordance with law. An official map of the Town showing the
19 current municipal boundaries shall be maintained permanently in the office of the Town Clerk
20 and shall be available for public inspection. Upon alteration of the corporate limits pursuant to
21 law, the appropriate changes to the official map shall be made, and copies shall be filed in the
22 office of the Secretary of State, the Mecklenburg County Register of Deeds, the appropriate
23 board of elections, and as may otherwise be required by general law.

24 "ARTICLE II. GOVERNING BODY.

25 "Sec. 2.1. **Governing Body; Composition.** The Board of Commissioners, hereinafter
26 referred to as the "Board," and the Mayor shall be the governing body.

27 "Sec. 2.2. **Board of Commissioners.** Beginning with the election and installation of Board
28 members elected in the 2011 municipal elections, the Board shall consist of six members,
29 elected by all qualified voters of Huntersville, for a term of two years or until their successors
30 are elected and qualified. Until such time, the Board shall continue to consist of five members
31 elected to serve a two-year term or until their successors are elected and qualified.

32 "Sec. 2.3. **Mayor, Term of Office, Duties.** The Mayor shall be elected by all qualified
33 voters of the Town for a term of two years and until a successor is elected and qualified. The



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1 Mayor shall be the official head of the Town government and shall preside at meetings of the
2 Board. The Mayor shall have the right to vote only when there is an equal division on any
3 question in a matter before the Board, unless otherwise provided in this Charter, and shall
4 exercise the powers and duties conferred by law or as directed by the Board.

5 "Sec. 2.4. **Mayor Pro Tempore.** The Board shall elect one of its members to act as Mayor
6 Pro Tempore to perform the duties of the Mayor during his or her absence or disability. A
7 Board member serving as Mayor Pro Tempore shall be entitled to vote on all matters and shall
8 be considered a Board member for all purposes, including the determination of whether a
9 quorum is present. The Mayor Pro Tempore shall serve at the pleasure of the Board.

10 "Sec. 2.5. **Meetings.** In accordance with general law, the Board shall establish a suitable
11 time and place for its regular meetings. Special and emergency meetings may be held as
12 provided by general law.

13 "Sec. 2.6. **Quorum; Voting.** As provided by G.S. 160A-74, a majority of the actual
14 membership of the Board plus the Mayor, excluding vacant seats, shall constitute a quorum. A
15 member who has withdrawn from a meeting without being excused by a majority vote of the
16 remaining members of the Board present shall be counted as present for the purposes of
17 determining whether or not a quorum is present. All votes shall be taken in accordance with
18 applicable provisions of general law, and in particular G.S. 160A-75.

19 "Sec. 2.7. **Qualifications.** The qualifications of the Mayor and Board members shall be in
20 accordance with general law and with the Constitution of North Carolina.

21 "Sec. 2.8. **Compensation.** The Board may fix its own compensation and the compensation
22 of the Mayor and any other elected officers of the Town, in such sums as may be just and
23 reasonable. Adjustments in the compensation of the Mayor and any other elected officials may
24 be made effective at such time as the Board may direct, but the salary of elected officials shall
25 not be reduced during the then current term of office unless such official has agreed thereto.
26 The officers shall be entitled to reimbursement for actual expenses incurred in the course of
27 performing their official duties subject to adopted Board policies. The Board may, from time to
28 time, establish rates and amounts of reimbursement which shall not be exceeded without prior
29 approval of the Board.

30 "Sec. 2.9. **Vacancies on Board.** In the event of a vacancy on the Board, the remaining
31 members of the Board shall select a replacement to fill the unexpired term, which replacement
32 shall serve until the expiration of that term or until a replacement thereof is elected and
33 qualified. If the vacancy is as a result of the resignation of a Board member, and if the resigning
34 member has tendered his or her resignation effective as of the date subsequent thereto, and such
35 resignation is accepted by the remaining members of the Board, the Board may appoint a
36 replacement at anytime thereof to be effective upon the effective date of the resignation, and if
37 the resignation is to be effective more than one year from and after the beginning of the
38 resigning member's then current term, in which case the resigning member may participate in
39 the selection of the replacement.

40 "Sec. 2.10. **Vacancies in Office of Mayor.** In the case of a vacancy in the office of Mayor,
41 the remaining members of the Board shall choose a replacement to fulfill an unexpired term of
42 the Mayor and until a replacement thereof is elected and qualified, provided, the selection of a
43 replacement other than a then serving member of the Board shall require the affirmative vote of
44 three-fourths of the total membership of the Board, excluding vacant seats.

45 "Sec. 2.11. **Powers and Duties.** Board members and the Mayor shall have all of the powers
46 and duties granted by this Charter and granted by general municipal law, unless specifically
47 limited by this Charter.

48 "ARTICLE III. ELECTIONS.

49 "Sec. 3.1. **Regular Municipal Elections.** Regular municipal elections shall be held in each
50 odd-numbered year in accordance with the Uniform Municipal Election Laws of North
51 Carolina. Elections shall be conducted and the Mayor and Board Members elected on a

1 nonpartisan basis according to the nonpartisan, plurality method authorized by G.S 163-292.
2 The Mayor shall be elected by all voters of the Town to serve for a two-year period and until
3 his or her successor is elected and qualified.

4 "Sec. 3.2. **Election of Mayor and Commissioners.** The Mayor and all Board members
5 shall be elected by all of the qualified voters of the Town in each regular municipal election, to
6 serve for a term of two years or until their replacement is elected and qualified. The Mayor and
7 Board members serving at the time of the ratification of this act shall continue in office until
8 the next regular municipal election.

9 "Sec. 3.3. **Special Elections and Referenda.** Special elections and referenda may be held
10 only as provided by general law or any applicable local acts of the General Assembly.

11 "ARTICLE IV. ORGANIZATION AND ADMINISTRATION.

12 "Sec. 4.1. **Form of Government.** The Town shall operate under the Council-Manager form
13 of government in accordance with Part 2 of Article 7 of Chapter 160A of the General Statutes.

14 "Sec. 4.2. **Town Manager.** The Board shall appoint the Town Manager to be the
15 administrative head of the Town government and be responsible for the administration of all
16 departments and to serve at the pleasure of the Board, and receive such compensation as is
17 fixed by the Board. The appointment shall be in accordance with G.S. 160A-147 and the
18 provisions of Article 5 of this Charter. The Town Manager may concurrently hold another
19 appointed, but not elected, office as determined by the Board. The Town Manager shall be the
20 administrative head of the Town and shall have all the powers, duties, and authority as set forth
21 in G.S. 160A-148, by general law, and by this Charter, unless otherwise limited by this Charter.

22 "Sec. 4.3. **Town Clerk.** The Board shall appoint a Town Clerk to keep a journal of the
23 proceedings of the Board, to maintain official records and documents, to give notice of
24 meetings, and perform such other duties as may be required by law or as may be directed by the
25 Board or Town Manager.

26 "Sec. 4.4. **Town Attorney.** The Board shall appoint a Town Attorney licensed to practice
27 law in North Carolina. It shall be the duty of the Town Attorney to represent the Town, advise
28 Town officials, and perform such other duties as required by law or as may be directed by the
29 Board. The Board may appoint one or more assistant town attorneys to assist the Town
30 Attorney. The Board may further authorize the Town Manager to engage the services of other
31 duly qualified attorneys on individual legal matters and projects.

32 "Sec. 4.5. **Finance Director.** The Town Manager shall appoint a Finance Director to
33 perform the duties designated in G.S. 159-25 and such other duties as may be prescribed by law
34 or assigned by the Town Manager.

35 "Sec. 4.6. **Tax Collector.** The Board shall appoint a Tax Collector to perform those duties
36 specified in G.S. 105-350 and such other duties as are prescribed by law or assigned by the
37 Town Manager. This office is one that may be held concurrently with any other appointed, but
38 not elected, office. Notwithstanding, the Town is specifically authorized to enter into interlocal
39 agreements with other governmental taxing authorities and agencies to perform some or all of
40 the tax collecting and revenue collecting services for the Town, and to pay to such other agency
41 such fees as the Board may have, by resolution adopting the interlocal agreement, agreed to.

42 "ARTICLE V. TOWN MANAGER.

43 "Sec. 5.1. **Board-Manager Relationship.** The Board shall hold the Town Manager
44 responsible for the proper management and affairs of the Town, and the Town Manager shall
45 keep the Board informed of conditions and needs of the Town and shall make such reports and
46 recommendations as may be requested by the Board or as the Town Manager may deem
47 necessary. Neither the Mayor, Board, nor any member thereof shall direct the conduct of any
48 Town employee, directly or indirectly, except through the Town Manager.

49 "Sec. 5.2. **Assistant Town Manager.** The Town Manager may appoint an Assistant Town
50 Manager to exercise such duties as the Town Manager may direct, and who shall serve as the
51 acting Town Manager to exercise the powers and perform the duties of the Town Manager

1 during the temporary absence or disability of the Town Manager. During such absence or
2 disability, the Board may revoke the designation as acting Town Manger and appoint another to
3 serve until the Town Manager returns or his or her disability ceases.

4 "Sec. 5.3. **Execution of Instruments.** The Town Manager may execute in the name and on
5 behalf of the Town, contracts, bonds, and other legal instruments, except for deeds, deeds of
6 trust, and mortgages, when such instruments are authorized by the Board, this Charter, or
7 general law.

8 "Sec. 5.4. **Settlement of Claims.** The Town Manager may, when authorized by the Board
9 by a specific or a continuing resolution, settle claims against the Town for:

10 (a) Personal injuries or damages to property when the amount involved does not exceed
11 the sum of five thousand dollars (\$5,000) and does not exceed the actual loss sustained,
12 including loss of time, medical expenses, and any other expenses, actually incurred; and

13 (b) The taking of small portions of private property needed for road and street purposes
14 when the amount involved does not exceed the actual loss sustained and the taking has been
15 authorized by the Board. Settlement of a claim by the Town Manager pursuant to this provision
16 shall constitute a complete release of the Town for any and all other damages sustained by the
17 person involved in the settlement in any manner arising out of the incident, the occasion, or
18 taking or complained of.

19 "ARTICLE VI. PUBLIC CONTRACTS.

20 "Sec. 6.1. **Design-Build.** The Town of Huntersville may contract for the design,
21 construction, and operation of buildings, parking decks or facilities, roads and streets, bridges,
22 sidewalks and other transportation-related facilities, and other public projects, notwithstanding
23 any provisions and requirements of Chapter 143 of the General Statutes. The authorization
24 includes, if deemed appropriate by the Board, the use of the single-prime contractor method of
25 design and construction, the design-build or the design-build-operate method of construction,
26 or a request for proposals and negotiation as an alternative design and construction method.
27 The Town shall request proposals from and interview at least three design-build teams, or
28 design-build-operate teams as appropriate, that have submitted proposals for the project. If
29 three proposals are not received and the project has been publicly advertised for a minimum of
30 30 days, then the Town may proceed with the proposals received. The Town shall award the
31 contract to the best qualified contractor, taking into account the time of completion of the
32 project, the capital and operation and maintenance costs of the project, the technical merits of
33 the proposal including, but not limited to, reliability and protection of the environment, and
34 such other factors and information set forth in the request for proposals that the Town
35 determines to have a material bearing on the ability to evaluate any proposal.

36 "ARTICLE VII. SALE, LEASE, AND DISPOSITION OF PROPERTY.

37 "Sec. 7.1. **Disposition of Certain Real Property.** The Board may authorize the Town
38 Manager to dispose of interest in real property without obtaining Board approval for each
39 disposition by private negotiation and sale when the fair market value of the Town's interest in
40 the real property is ten thousand dollars (\$10,000) or less.

41 "Sec. 7.2. **Disposition of Personal Property.** The Town may sell any and all surplus
42 property belonging to the Town at private sale, including by use of electronic auction.

43 "Sec. 7.3. **Lease or Rental of Property.** Notwithstanding the provisions of G.S. 160A-272,
44 the Board may, in its discretion, lease Town-owned property for such terms and upon such
45 conditions as the Board may determine, including terms for more than 10 years without the
46 necessity of following any procedures other than those required by G.S. 160A-272 for leases of
47 10 years or less. The Town is specifically authorized to lease such property to any person or
48 entity and for any purposes the Town deems appropriate, so long as the Board has reasonably
49 determined that such leased property shall not be needed for public purposes for the term of the
50 lease, and if the leased property is not to be used for public purpose, that the lease shall be at a
51 fair market rate.

1 "Sec. 7.4. **Conditions and Restrictions Authorized.** The Board may sell, exchange, or
2 otherwise transfer the fee or any lesser interest in real property to any purchaser subject to
3 covenants, conditions, and restrictions as the Board may deem to be in the public interest. The
4 sale, exchange, or other transfer may be made pursuant to the provisions of this Charter, Article
5 7 of Chapter 160A of the General Statutes, or any other applicable provisions of law, and the
6 consideration received by the Town, if any, for the sale, exchange, or transfer may reflect the
7 restricted use of the property resulting from the covenants, conditions, and restrictions. The
8 Town may invite bids or written proposals, including detailed development plans and site
9 plans, for the purchase of any property or property interest, whether by sale, exchange, or other
10 transfer, pursuant to such specifications as may be approved by the Town. The sale, exchange,
11 or other transfer of real property, or interest therein, pursuant to this section may be made
12 contingent upon the necessary rezoning of the property.

13 "ARTICLE VIII. REGULATORY AND PLANNING FUNCTIONS.

14 "Sec. 8.1. **Adequate Level of Service.** In order to ensure that growth and development will
15 not adversely affect the public health, safety, and general welfare of the Town, its residents,
16 and those subject to its jurisdiction, the Board may adopt ordinances to ensure that proposed
17 development will not adversely impact traffic and transportation conditions and the level of
18 services for parks, fire and police protection, and other governmental services below a level of
19 service as may be determined by the Board from time to time. Any such ordinance must
20 contain provisions permitting the applicant for such development to mitigate impact of
21 development if such development would cause the level of service to fall below the
22 predetermined level.

23 "ARTICLE IX. EXTENSION OF LIMITS.

24 "Sec. 9.1. **Annexation of Noncontiguous Areas.** G.S. 160A-58.1(b)(5) shall not apply to
25 the Town."

26 **SECTION 2.** The purpose of this act is to revise the Charter of the Town of
27 Huntersville and to consolidate certain acts concerning the property, affairs, and government of
28 the Town. It is intended to continue without interruption those provisions of prior acts which
29 are not inconsistent therewith, so that all rights and liabilities which have accrued are preserved
30 and may be enforced. The following acts or portions of acts having served the purposes for
31 which they were enacted, or having been consolidated into this act are hereby repealed:

32 Chapter 240, Private Laws of 1876-1877

33 Chapter 46, Private Laws of 1885

34 Chapter 320, Private Laws of 1893

35 Chapter 87, Private Laws of 1929

36 Chapter 684, Session Laws of 1961

37 Chapter 777, Session Laws of 1963.

38 **SECTION 3.** No provision of this act is intended, nor shall be construed, to affect
39 in any way, any rights or interest, whether public or private:

- 40 (1) Now vested or accrued, in whole or in part, the validity of which might be
41 sustained or preserved by reference to any provisions of law repealed by this
42 act; or
43 (2) Derived from or which might be sustained or preserved in reliance upon,
44 actions heretofore taken pursuant to or within the scope of any provision of
45 law repealed by this act expressly or by implication.

46 **SECTION 4.** No law heretofore repealed expressly or by implication, and no law
47 granting authority which has been exhausted, shall be revived by:

- 48 (1) The repeal of any act repealing such law, or
49 (2) Any provision of this act that disclaims an intention to repeal or affect
50 enumerated or designated laws.

1 **SECTION 5.** All existing ordinances and resolutions of the Town of Huntersville
2 and all existing rules and regulations of departments or agents of the Town of Huntersville not
3 inconsistent with the provisions of this act shall continue in full force and effect until repealed,
4 modified, or amended.

5 **SECTION 6.** No action or proceeding of any nature, whether civil or criminal,
6 judicial or administrative, or otherwise, pending at the effective date of this act by or against
7 the Town of Huntersville or any of its departments or agencies shall be abated or otherwise
8 affected by the adoption of this act.

9 **SECTION 7.** If any part of this act or the application thereof to any person or
10 circumstances is held to be invalid, such invalidity shall not affect other provisions or
11 applications of this act which can be given effect without the invalid provision or application,
12 and to this end the provisions of this act are declared to be severable.

13 **SECTION 8.** Whatever reference is made in this act to a particular provision of the
14 General Statutes and such provision is later amended, repealed, or superseded, the reference
15 shall be deemed amended to refer to the amended General Statute or to the General Statute that
16 most nearly corresponds to the statutory provision amended, repealed, or superseded.

17 **SECTION 9.** This act is effective when it becomes law.