

GENERAL ASSEMBLY OF NORTH CAROLINA

SESSION 1991

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HOUSE BILL 1546

Short Title: St. Pauls Charter Revised.

(Local)

Sponsors: Representatives DeVane; Dial and Hasty.

Referred to: Local and Regional Government I.

June 3, 1992

A BILL TO BE ENTITLED

AN ACT TO REVISE AND CONSOLIDATE THE CHARTER OF THE TOWN OF ST. PAULS.

The General Assembly of North Carolina enacts:

Section 1. The Charter of the Town of St. Pauls is revised and consolidated to read:

"THE CHARTER OF THE TOWN OF ST. PAULS.

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

"Section 1.1. Incorporation. The Town of St. Pauls, North Carolina, and the inhabitants thereof shall continue to be a municipal body politic and corporate, under the name of the 'Town of St. Pauls', also referred to as the 'Town'.

"Sec. 1.2. Powers. The Town has and may exercise all of the powers, duties, rights, privileges, and immunities conferred upon the Town of St. Pauls specifically by this Charter or upon municipal corporations by general law. The term 'general law' is employed herein as defined in G.S. 160A-1.

"Sec. 1.3. Corporate Limits. Until changed in accordance with law, the corporate limits are:

- (1) Those established by Chapter 497, Session Laws of 1975 effective July 1, 1975, as follows:

BEGINNING at a stake in a small branch, D. A. McGougan and L. A. McGeachy's corner, said stake being located 1 chain and 50 links due South of the West end of a small dam on said branch, said Beginning corner also being located South 40 degrees East 54 chains from the

1 intersection of the North line of Broad Street with the centerline of the
2 main line of the Virginia and Carolina Southern Railroad and running
3 thence as the McGougan-McGeachy line North 2 degrees East 3399
4 feet to a 1/2 inch iron pipe in concrete at the edge of a large pocosin;
5 thence North 80 degrees West 2267.25 feet to a railroad spike in the
6 eastern edge of Railroad Street and in the western right-of-way (50 feet
7 from center) of the Virginia and Carolina Southern Railroad; thence
8 along said right-of-way North 21 degrees 30 minutes East 540.74 feet
9 to a concrete monument in said right-of-way; thence North 80 degrees
10 West 1607.02 feet to a concrete monument in the western right-of-way
11 (50 feet from center) of U.S. Highway 301, 5th Street Extended;
12 thence as said right-of-way North 10 degrees 02 minutes East 1035
13 feet to a concrete monument in said right-of-way; thence North 81
14 degrees 33 minutes West 442.30 feet to a concrete monument in the
15 line of a ditch, 4 feet North of and West of the School Fence; thence
16 South 8 degrees 43 minutes West 606.00 feet to a concrete monument
17 in the line of another ditch, 4 feet West of the School Fence; thence
18 North 79 degrees 40 minutes West 454.85 feet to a concrete monument
19 in the western right-of-way (30 feet from center) of the Old Stage
20 Road; thence along said right-of-way North 6 degrees 35 minutes East
21 959.79 feet to a concrete monument in said right-of-way, the
22 Southeastern corner of the N.C. National Guard Armory Lot and in the
23 North line of Pool Street (25 feet from center) thence along and
24 beyond the North line of Pool Street, crossing Wilkinson Drive North
25 82 degrees 58 minutes West 678.21 feet to a stake in the western right-
26 of-way (30 feet from center) of Wilkinson Drive; thence North 83
27 degrees 43 minutes West 147.50 feet to a stake in a field; thence South
28 6 degrees 35 minutes West, parallel to Wilkinson Drive 969.51 feet to
29 a stake in the North line of the Pete Ivey Residence Lot; thence along
30 said line and beyond North 83 degrees 43 minutes West 197.50 feet to
31 a stake in the West right-of-way (25 feet from center) of Bellevue
32 Street; thence along said right-of-way South 6 degrees 35 minutes
33 West 150.00 to a stake in the right-of-way of said Street, at its
34 intersection with the North right-of-way (20 feet from center) of Britt
35 Street; thence South 7 degrees 49 minutes West 675.19 feet to a stake
36 in the North line of Shaw Street (25 feet from center); thence along the
37 North line of said Street North 83 degrees 43 minutes West 400.91 feet
38 to a stake in the north line of said street, at its intersection with the
39 Eastern right-of-way (30 feet from center) of Sanford Street; thence
40 along the Eastern right-of-way of Sanford Street North 6 degrees 58
41 minutes East 635.00 feet to a stake in said right-of-way; thence North
42 83 degrees 43 minutes West 589.30 feet to a new 1 inch iron pipe in
43 the Eastern right-of-way (88 feet from center) of a ramp leading off of
44 N. C. Highway 20 onto Interstate 95; thence along said right-of-way

1 South 2 degrees 45 minutes East 179.73 feet to an existing concrete
2 R/W monument, the P.T. of a curve in said right-of-way; thence along
3 said curved right-of-way, the chord being South 8 degrees 36 minutes
4 West 315.35 feet to a concrete monument in said curved right-of-way;
5 thence continuing along said curved right-of-way, the chord being
6 South 20 degrees 41 minutes West 12.77 feet to an existing concrete
7 R/W monument, the P.C. of said curve; thence continuing along said
8 right-of-way South 20 degrees 43 minutes West 330.39 feet to an
9 existing concrete R/W monument; thence continuing along said right-
10 of-way South 13 degrees 46 minutes East 216.30 feet to a concrete
11 monument in the north right-of-way (70 feet from center) of N.C.
12 Highway 20; thence along said right-of-way South 47 degrees 58
13 minutes East 356.59 feet to a concrete monument in said right-of-way,
14 at its intersection with the Southeastern right-of-way (25 feet from
15 center) of Sanford Street; thence along the Southeastern right-of-way
16 of said street South 42 degrees 02 minutes West 40.00 feet to a
17 concrete monument in said right-of-way, in the northeastern right-of-
18 way (30 feet from center) of N.C. Highway 20; thence along said
19 right-of-way South 47 degrees 58 minutes East 295.68 feet to a
20 concrete monument in said right-of-way, the P.C. of a curve in said
21 Highway; thence continuing along said curved right-of-way, the chord
22 being South 48 degrees 26 minutes East 131.40 feet to a concrete
23 monument in said right-of-way, at its intersection with the original
24 western Corporate Limit line of the Town of St. Pauls; thence along
25 said line South 10 degrees 00 minutes West 1002.58 feet to a concrete
26 monument in a field west of Cumbo Branch; thence South 80 degrees
27 00 minutes East 2640.00 feet to a nail on the porch of the Dr. L. J.
28 Moore residence; thence due South passing through a concrete
29 monument in the South line of Sylvia Street at 2156.44 feet,
30 continuing a total distance of 2256.44 feet to a stake at Highwater
31 Mark on the North side of the Great Marsh Swamp; thence down the
32 various courses of said Highwater Mark to and up the first mentioned
33 small branch in an eastern direction to the Beginning; and

- 34 (2) Such additional territory as has been duly added to the corporate limits
35 under general law.

36 An official map of the Town, showing the current boundaries, shall be maintained
37 permanently in the office of the Town Clerk and will be available for public inspection.
38 Immediately upon alteration of the corporate limits made pursuant to law, the
39 appropriate changes to the official map shall be made and copies shall be filed in the
40 office of the Secretary of State, the Robeson County Register of Deeds, and the
41 Robeson County Board of Elections.

42
43 **"ARTICLE II. GOVERNING BODY.**

1 "Sec. 2.1. **Mayor and Board of Commissioners.** The Mayor and the Board of
2 Commissioners, hereinafter referred to as the 'Board', comprises the governing body of
3 the Town.

4 "Sec. 2.2. **Board of Commissioners; Composition; Terms of Office.** The Board
5 is composed of six Commissioners elected by all the qualified voters of the Town for
6 terms of four years or until their successors are elected and qualified. Three shall be
7 elected in 1993 and quadrennially thereafter, and three shall be elected in 1995 and
8 quadrennially thereafter.

9 "Sec. 2.3. **Mayor; Term of Office; Duties.** The Mayor is elected in 1993 and
10 quadrennially thereafter by all the qualified voters of the Town for a term of four years
11 and until his or her successor is elected and qualified.

12 "ARTICLE III. ELECTIONS.

13
14 "Sec. 3.1. **Regular Municipal Elections.** Regular municipal elections shall be held
15 in each odd-numbered year in accordance with Chapter 163 of the General Statutes.
16 Elections are conducted on a nonpartisan basis and the results determined using the
17 nonpartisan plurality method as provided in G.S. 163-292.

18 "ARTICLE IV. ORGANIZATION AND ADMINISTRATION.

19
20 "Sec. 4.1. **Appointment of Certain Officers and Employees by Board of**
21 **Commissioners; Duties, Salaries, etc., of Such Officers and Employees Generally.** The
22 board of commissioners may appoint a town clerk, a treasurer, a tax collector, a town
23 administrator, a town attorney, a chief of police, a fire chief, and such other officers and
24 employees as may be necessary, none of whom need be a resident of the town at the
25 time of appointment; provided, that at the direction of the board of commissioners one
26 person may perform the duties of any two or more such positions. Such employees or
27 officers shall serve at the pleasure of the board of commissioners, and shall perform
28 such duties as may be prescribed by the board of commissioners. The board of
29 commissioners shall fix all salaries, prescribe bonds, and require such oaths as they may
30 deem necessary.

31 "Sec. 4.2. **Appointment and Powers and Duties Generally of Town Clerk and**
32 **Town Administrator.** The board of commissioners shall choose a town clerk. The
33 town clerk shall keep the records of the board of commissioners and perform such other
34 duties as may be required by law or by the board of commissioners. In addition to
35 appointing a town clerk, the board of commissioners may in its discretion and by
36 resolution duly adopted, to appoint a town administrator or town manager as provided
37 by general law. The town administrator or town manager shall have such powers and
38 duties as are conferred upon him by the board of commissioners.

39 "Sec. 4.3. **Qualifications and Duties of Town Attorney.** The attorney shall be an
40 attorney at law who shall have practiced in the State of North Carolina for at least four
41 years. He shall be the chief legal adviser of and attorney for the town and all
42 departments and offices thereof in matters relating to their official powers and duties. It
43 shall be his duty, either personally or by such assistants as he may designate, to perform
44 all services incident to providing legal services to the town; to attend all meetings of the

1 board of commissioners when so requested; to prosecute or defend, as the case may be,
2 all suits or cases to which the town may be a party; to prepare or review all contracts,
3 bonds, and other instruments in writing in which the town is concerned; and to perform
4 such other duties imposed upon the town attorney by this Charter or required of him by
5 ordinance or resolution of the board of commissioners.

6 "Sec. 4.4. **Duties of Town Accountant.** The town accountant, or the town clerk, or
7 the town manager, or the town administrator, whichever shall apply, shall prepare the
8 budget in accordance with the general local government laws of North Carolina relating
9 to the preparation of municipal budgets. He shall have authority and shall be required:

10 (i) To maintain accounting control over the finances of the town government, for
11 which purpose he is empowered to operate a set of general accounts embracing all the
12 financial transactions of the town, and such subsidiary accounts and cost records as may
13 be required by ordinance or by the board of commissioners for purposes of
14 administrative direction and financial control; (ii) to prescribe the forms of receipts,
15 vouchers, bills, or claims to be filed by all departments and agencies of the town
16 government; (iii) to examine and approve all contracts, orders, and other documents by
17 which the town incurs financial obligations, having ascertained before approval that
18 moneys have been duly appropriated and allotted to meet such obligations and will
19 become available when the obligations have become due and payable; to audit and
20 approve bills, invoices, payrolls, and other evidences of claims, demands, or charges
21 against the town government and to determine the regularity, legality, and correctness of
22 such claims, demands, or charges; (iv) to make monthly reports on all receipts and
23 expenditures of the town government to the major and board of commissioners and to
24 take monthly reports on funds, appropriations, allotments, encumbrances, and
25 authorized payments to the mayor, the board of commissioners, and the head of the
26 department or agency directly concerned; (v) to inspect and audit any accounts or
27 records of financial transactions which may be maintained by any department or agency
28 of the town government apart from or subsidiary to the general accounts; and (vi) to
29 perform such other duties pertaining to the financial records of the town government as
30 the board of commissioners may require by ordinance.

31 "Sec. 4.5 **Duties of Town Tax Collector.** The tax collector, or such person who is
32 designated to perform this function, shall collect all taxes, licenses, fees, and other
33 moneys belonging to the town government, subject to the provisions of this Charter and
34 ordinances enacted thereunder, and he shall diligently comply with and enforce the
35 general laws of North Carolina relating to the collection, sale, and foreclosure of taxes
36 by municipalities. It shall be the duty of the tax collector to deposit daily in the town
37 depository all money belonging to the town.

38 "Sec. 4.6. **Duties of Town Treasurer.** The treasurer, or such person who is
39 designated to perform this function, shall have custody of and shall disburse all moneys
40 belonging to the town government subject to the provisions of Chapter 159 of the North
41 Carolina General Statutes, shall have custody of all investments and invested funds of
42 the town or in possession of the town in a fiduciary capacity, and shall keep a record of
43 such investments, and shall have custody of all bonds and certificates of town

1 indebtedness including such bonds and certificates unissued or canceled, and the receipt
2 and delivery of town bonds and certificates for transfer, registration, or exchange."

3 Sec. 2. The purpose of this act is to revise the Charter of the Town of St.
4 Pauls and to consolidate certain acts concerning the property, affairs, and government of
5 the Town. It is intended to continue without interruption those provisions of prior acts
6 which are expressly consolidated into this act, so that all rights and liabilities which
7 have accrued are preserved and may be enforced.

8 Sec. 3. This act does not repeal or affect any acts concerning the property,
9 affairs, or government of public schools, or acts validating official actions, proceedings,
10 contracts, or obligations of any kind.

11 Sec. 4. The following acts, having served the purposes for which they were
12 enacted or having been consolidated into this act, are expressly repealed:

13 (1) Chapter 695, Session Laws of 1971, except for Section 2.

14 (2) Chapter 325, Session Laws of 1973.

15 (3) Chapter 497, Session Laws of 1975.

16 Sec. 5. The Mayor and Commissioners serving on the date of ratification of
17 this act shall serve until the expiration of their terms. Thereafter those offices shall be
18 filled as provided in Articles II and III of the Charter contained in Section 1 of this act.

19 Sec. 6. This act does not affect any rights or interests which arose under any
20 provisions repealed by this act.

21 Sec. 7. All existing ordinances, resolutions, and other provisions of the Town
22 of St. Pauls not inconsistent with the provisions of this act shall continue in effect until
23 repealed or amended.

24 Sec. 8. No action or proceeding pending on the effective date of this act by or
25 against the Town or any of its departments or agencies is abated or otherwise affected
26 by this act.

27 Sec. 8.1. All contracts entered into by the Town, or for its benefit, prior to
28 the taking effect of this Charter, shall continue in full force and effect. Public
29 improvements for which legislative steps have been taken under laws or charter
30 provisions existing at the time this Charter takes effect may be carried to completion in
31 accordance with the provisions of such existing laws and charter provisions.

32 Sec. 9. If any provision or application of this act is held invalid, such
33 invalidity shall not affect other provisions or applications of this act which can be given
34 effect without the invalid provision or application, and to this end the provisions of this
35 act are declared to be severable.

36 Sec. 10. Whenever a reference is made in this act to a particular provision of
37 the General Statutes, and such provision is later amended, superseded, or recodified, the
38 reference shall be deemed amended to refer to the amended General Statute, or to the
39 General Statute which most clearly corresponds to the statutory provision which is
40 superseded or recodified.

41 Sec. 11. This act is effective upon ratification.