



CITY OF HENDERSONVILLE CITY COUNCIL SPECIAL MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Monday, November 22, 2021 – 4:00 PM

AGENDA

1. **CALL TO ORDER**
2. **PUBLIC HEARING** - Laurel Park Sphere of Influence Boundary Annexation Agreement
 - A. Public Hearing to Consider Annexation and Sewer Service Agreement with the Town of Laurel Park - *City Attorney Angela S. Beeker*
3. **Prioritization of ARP Funding**
 - A. ARP Funds Presentation – *Administrative Staff*
4. **Acceptance of Dogwood Trust Grant for Hendersonville Connection Center**
 - A. Resolution Authorizing the Mayor to Execute Grant Agreement with Dogwood Health Trust – *John Connet, City Manager*
5. **Senate Bill 300 Ordinance Amendments**
 - A. Update Regarding Senate Bill 300 – *John Connet, City Manager, Blair Myhand, Chief of Police and Angie Beeker, City Attorney*
6. **ADJOURN**

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or an accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** November 22, 2021

AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Administration

TITLE OF ITEM: Public Hearing to Consider Annexation and Sewer Service Agreement with the Town of Laurel Park

SUGGESTED MOTION(S):

I move that City Council adopt 1) *A Resolution of the City of Hendersonville City Council to Approve Interlocal Agreement with the Town of Laurel Park*; and 2) *An Ordinance of the City of Hendersonville City Council to Approve Interlocal Agreement with the Town of Laurel Park*

SUMMARY:

Attached for the City Council's consideration is a proposed Annexation and Sewer Service Agreement with the Town of Laurel Park, authorized by N.C.G.S. §§ 160A-58.23 and 160A-461. The Agreement establishes a sphere of influence boundary for the Town of Laurel Park. The sphere of influence boundary establishes a boundary within which Laurel Park may annex properties, and a boundary within which the City of Hendersonville will not annex properties, during the term of the Agreement. The Agreement also provides that the City of Hendersonville will not provide sewer service to any property within the sphere of influence boundary, which is not already served, unless the property is within the primary or satellite corporate limits of the Town of Laurel Park.

Because the Agreement is authorized under two different statutes, the procedures for both must be followed. N.C.G.S. § 160A-58.23 requires approval by ordinance after a public hearing. N.C.G.S. § 160A-461 et. seq requires that the agreement be approved by resolution. Therefore both an ordinance and a resolution are attached for City Council's consideration, after the public hearing.

BUDGET IMPACT: \$ N/A

- An Ordinance of the City of Hendersonville City Council to Approve Interlocal Agreement with the Town of Laurel Park
- A Resolution of the City of Hendersonville City Council to Approve Interlocal Agreement with the Town of Laurel Park
- Proposed Annexation and Sewer Service Agreement
- Map of the Sphere of Influence Boundary (3 pages)
- Notice of Public Hearing

Ordinance # ___ - ___

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE ANNEXATION AGREEMENT WITH THE TOWN OF LAUREL PARK

WHEREAS, North Carolina General Statutes Section 160A-58.23 authorizes cities to enter into agreements to designate one or more areas that are not subject to annexation by one or more of the participating cities; and

WHEREAS, the City of Hendersonville and the Town of Laurel Park are located in proximity to each other and, in order to enhance orderly planning in the areas adjoining the cities, have negotiated an annexation agreement; and

WHEREAS, North Carolina General Statutes Section 160A-460 authorizes municipal corporations to enter into interlocal agreements; and

WHEREAS, on November 22, 2021, a public hearing was held by the City of Hendersonville to consider the proposed annexation agreement;

NOW, THEREFORE, be it ordained by the City Council of the City of Hendersonville that the Annexation Agreement between the City of Hendersonville and the Town of Laurel Park, a copy of which is attached hereto and incorporated herein by reference, is hereby approved, and the Mayor is hereby authorized to execute such agreement. The Agreement shall be effective upon approval by the Town of Laurel Park, after a duly held public hearing, and execution by both the Mayor of Hendersonville and the Mayor of the Town of Laurel Park.

This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 22nd day of November, 2021.

Attest:
Hendersonville

Barbara G. Volk, Mayor, City of

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution # ___ - ___

A RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE INTERLOCAL AGREEMENT WITH THE TOWN OF LAUREL PARK

WHEREAS, North Carolina General Statutes Section 160A-58.23 authorizes cities to enter into agreements to designate one or more areas that are not subject to annexation by one or more of the participating cities; and

WHEREAS, the City of Hendersonville and the Town of Laurel Park are located in proximity to each other and, in order to enhance orderly planning in the areas adjoining the cities, have negotiated an annexation agreement; and

WHEREAS, North Carolina General Statutes Chapter 160A Article 20 authorizes interlocal cooperation among municipal corporations; and

WHEREAS, on November 22, 2021, a public hearing was held by the City of Hendersonville to consider the proposed annexation agreement;

NOW, THEREFORE, be it resolved by the City Council of the City of Hendersonville that the Annexation Agreement between the City of Hendersonville and the Town of Laurel Park, a copy of which is attached hereto and incorporated herein by reference, is hereby approved, and the Mayor is hereby authorized to execute such agreement. The Agreement shall be effective upon approval by the Town of Laurel Park, after a duly held public hearing, and execution by both the Mayor of Hendersonville and the Mayor of the Town of Laurel Park.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 22nd day of November, 2021.

Attest:
Hendersonville

Barbara G. Volk, Mayor, City of

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

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STATE OF NORTH CAROLINA

ANNEXATION AND SEWER SERVICE
AGREEMENT

COUNTY OF HENDERSON

THIS ANNEXATION AND SEWER SERVICE AGREEMENT, made and entered into this the ____ day of _____, 2021, by and between the City of Hendersonville, a North Carolina municipal corporation, hereinafter “City,” and the Town of Laurel Park, a North Carolina municipal corporation, hereinafter “Town,”

WITNESSETH:

THAT WHEREAS, the City and the Town wish to enter into an ANNEXATION AND SEWER SERVICE AGREEMENT as allowed by N.C.G.S. Chapter 160A, Article 4A, Part 6, ANNEXATION AND SEWER SERVICE AGREEMENTs, hereinafter the “Act”, which authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by the municipalities and their residents; and

WHEREAS, the City and Town have agreed upon a sphere of influence boundary for the Town; and

WHEREAS, the City and Town have agreed that the City will not annex properties within the agreed upon sphere of influence boundary, and the Town will not annex properties outside of the agreed upon sphere of influence boundary; and

WHEREAS, during the term of this ANNEXATION AND SEWER SERVICE AGREEMENT, the Town has requested that, during the term of this AGREEMENT, the City not provide sewer service to any properties lying within the sphere of influence boundary for the Town defined in this AGREEMENT unless the property is within the primary or satellite corporate limits for the Town, and the City has agreed; and

WHEREAS, the City and Town wish to memorialize their agreement into a legally binding ANNEXATION AND SEWER SERVICE AGREEMENT, duly approved by ordinance of each of them after a duly advertised public hearing;

NOW THEREFORE THIS ANNEXATION AND SEWER SERVICE AGREEMENT, that for and in consideration of the mutual promises and covenants contained hereinbelow, the parties agree as follows:

1. This ANNEXATION AND SEWER SERVICE AGREEMENT is executed pursuant to the authority of the Act. The City and Town are collectively sometimes hereinafter referred to as “Participating Municipalities” and individually as a “Participating Municipality.”
2. The City and the Town agree that the mutual terms and promises contained in this ANNEXATION AND SEWER SERVICE AGREEMENT are adequate and sufficient consideration to support the terms and conditions stated in this Agreement.
3. The City and Town agree that boundary shown on that map attached hereto as Exhibit 1 and described by metes and bounds in Exhibit 2, Exhibits 1 and 2 being attached hereto and incorporated by reference as if fully set forth herein, shall be the sphere of influence boundary for the Town of Laurel Park, hereinafter the “Sphere of Influence Boundary,” or “SOIB.” The map shown in Exhibit 1, consisting of three pages, is hereinafter referred to as the “SOIB Map,” and the metes and bounds description in Exhibit 2 is hereinafter referred to as the “SOIB Description.” The SOIB Map and SOIB

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Description, together, constitute the legal description for the Town's Sphere of Influence Boundary, or SOIB.¹ An electronic copy of the SOIB Map may be accessed at the following web address:

<https://hendersonville.maps.arcgis.com/apps/webappviewer/index.html?id=c24c59d42a204fbba49914d4500974f0>

4. The City and Town agree that the SOIB represents the natural and logical boundary line between the Participating Municipalities, based on existing or projected patterns of municipal growth.
5. The Participating Municipalities agree that the SOIB excludes that parcel having a tax REID of 1014161, hereinafter "Parcel 1." Parcel 1 is split, with most of it being located within the City's extraterritorial jurisdiction ("ETJ"), and a small portion being included in the Town's ETJ (shown in blue on Exhibit 1). Notwithstanding a small portion of Parcel 1 being within the Town's ETJ, the Town agrees that the entirety of Parcel 1 lies outside of the SOIB. It is specifically understood and agreed that the portion of Parcel 1 within the Town's ETJ will remain in the Town's ETJ and subject to the Town's land development regulation as contained in Chapter 160D of the North Carolina General Statutes unless and until annexed by the City.
6. The Participating Municipalities agree that the SOIB includes those parcels listed on Exhibit 3 by their tax REID, Exhibit 3 being attached hereto and incorporated by reference, said parcels collectively hereinafter referred to as the "City ETJ Parcels." It is specifically understood and agreed that the City ETJ Parcels will remain within the City's ETJ and subject to the City's land development regulation as contained in Chapter 160D of the North Carolina General Statutes unless and until annexed into the Town's corporate limit.
7. Except as provided herein, the City shall not annex any area within the SOIB.
8. Except as provided herein, the Town shall not annex any area outside of the SOIB.
9. Each Participating Municipality shall provide notice of all annexation ordinances adopted to the other Participating Municipality in writing within a reasonable time after the ordinance's adoption. This notice shall describe with particularity the area to be annexed and shall contain a map of the proposed annexation clearly delineating the boundaries thereof. A copy of the adopted annexation ordinance shall suffice as notice, provided the ordinance complies with notice content requirements this paragraph. The Participating Municipalities specifically waive the 60-day advance notice period provided in N.C.G.S. § 160A-58.24(a)(5) for annexations.
10. Either Participating Municipality may adopt annexation ordinances prohibited by this Article IV, ANNEXATION AND SEWER SERVICE AGREEMENT, if such annexation is consented to by the other municipality in accordance with the following terms:
 - a. The Participating Municipality proposing annexation that would otherwise be prohibited by the terms of this ANNEXATION AND SEWER SERVICE AGREEMENT, shall deliver

¹ The City of Hendersonville's GIS system will maintain an electronic copy of the map, prepared by importing the tax parcel boundary, REID and listing owner's information data from the Henderson County Assessor's GIS data current as of the effective date of this Agreement. The SOIB Description references the REID and listing owner's name imported from the County's GIS data.

written notice by U.S. certified mail, return receipt requested, to the other municipality in care of the clerk of the receiving municipality. This notice shall describe with particularity the area to be annexed and shall contain a map of the proposed annexation clearly delineating the boundaries thereof and showing the roads, streams and other prominent geographical features.

- b. No ordinance effecting an annexation otherwise prohibited by this ANNEXATION AND SEWER SERVICE AGREEMENT shall be adopted unless (1) at least 60 days have elapsed from the date of receipt of the notice by the receiving municipality; and (2) the receiving municipality has consented by Resolution, to the otherwise prohibited annexation.
 - c. The annexation ordinance proposed by the notifying municipality must be consented to by the receiving municipality and adopted by the notifying municipality within 180 days of receipt of the original notice by the receiving municipality, otherwise a new 60 day notice and new consent by Resolution from the receiving municipality shall be required.
11. This ANNEXATION AND SEWER SERVICE AGREEMENT shall not be valid until both the City and the Town have adopted an ordinance approving this ANNEXATION AND SEWER SERVICE AGREEMENT as required by the Act. The effective date of this ANNEXATION AND SEWER SERVICE AGREEMENT shall be the date of adoption of the approving ordinance by the latter of the City and Town to do so.
12. During the term of this ANNEXATION AND SEWER SERVICE AGREEMENT, the City shall not provide sewer services to any property(ies) lying within the SOIB that is(are) not also within the primary or satellite corporate limits of the Town unless the City receives a duly adopted Resolution of the Town Board of Commissioners waiving the limitations of this Paragraph 12 for said property(ies). During the term of this ANNEXATION AND SEWER SERVICE AGREEMENT, the provision of sewer service within the SOIB shall be considered a joint exercise of power as authorized by NCGS Chapter 160A, Article 20. For the purpose of clarity, nothing in this Agreement shall be deemed to obligate the City to provide sewer services to any property in the SOIB, whether said property is within the primary or satellite corporate limits of the Town. All properties provided sewer within the SOIB shall be and remain City customers, no payment shall be owed from the Town for the City to provide sewer services to those properties within the SOIB permitted to be served by this AGREEMENT, and the City shall be entitled to all fees and revenues collected from said properties within the SOIB Boundary receiving sewer service from the City. The Town shall defend, indemnify and hold harmless the City, and its elected officials, public officials, officers and employees, from any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and nature incurred, including but not limited reasonable attorneys' fees and costs, asserted or imposed against the City by reason of the City's performance of this Paragraph 12. The Town's obligation to indemnify and hold the City and its elected officials, public officials, officers and employees harmless under this Paragraph 12 shall survive any termination or expiration of this Agreement.
13. This ANNEXATION AND SEWER SERVICE AGREEMENT does not give annexation authority to either municipality except as provided by North Carolina law.
14. This ANNEXATION AND SEWER SERVICE AGREEMENT shall be effective and bind the City and the Town through the date that is five (5) years after the Effective Date of this ANNEXATION AND SEWER SERVICE AGREEMENT, as defined herein, after which the provisions of this ANNEXATION AND SEWER SERVICE AGREEMENT, shall expire unless the five-year term is extended by mutual agreement of the City and the Town. · Either the City or

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Town may request an extension of the five-year term by delivering a written request to the City/Town Manager of the other party at least 180 days before the expiration of the term. (Email shall not constitute a written request.) Any such written request shall be considered by the elected boards of both the City and Town in a duly advertised public meeting prior to the expiration of the term, however approval shall be at the discretion of each elected board. Approval by the City and the Town shall require an ordinance of both boards, adopted after duly advertised public hearings.

15. This ANNEXATION AND SEWER SERVICE AGREEMENT may be amended or terminated prior to its expiration by a subsequent agreement entered into by the Participating Municipalities and approved by ordinance by all Participating Municipalities after a duly advertised public hearing as required by the Act.

16. This Agreement may be executed in duplicate, each to have the force and effect of an original.

In witness whereof, the parties have set their hand and seal.

THE TOWN OF LAUREL PARK

THE CITY OF HENDERSONVILLE

BY: _____
Mayor

BY: _____
Mayor

Attest:

Attest:

Town Clerk

City Clerk

(Town Seal)

(City Seal)

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EXHIBIT 1

MAP OF THE LAUREL PARK SPHERE OF INFLUENCE BOUNDARY

An electronic version of the map for the Sphere of Influence Boundary for the Town of Laurel Park may be viewed at:

<https://hendersonville.maps.arcgis.com/apps/webappviewer/index.html?id=c24c59d42a204fbba49914d4500974f0>

A paper copy of this map, consisting of three pages, is also attached hereto as part of this Exhibit 1.

[ATTACH MAP, PP 1-3]

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EXHIBIT 2**METES AND BOUNDS DESCRIPTION OF THE
LAUREL PARK SPHERE OF INFLUENCE BOUNDARY**

The following legal description is prepared using the electronic map of the Laurel Park Sphere of Influence Boundary maintained by the City of Hendersonville's GIS Department. This electronic map has imported REID and listing owner data and tax parcel boundaries from the tax maps and data of the Henderson County GIS current as of the effective date of this ANNEXATION AND SEWER SERVICE AGREEMENT. The following description follows these tax parcel boundaries (referred to as "tracts"), road right of way boundaries (referred to as "margins"), corporate boundaries and extraterritorial jurisdiction boundaries. If there is a conflict, the legal description below shall control.

Laurel Park Sphere of Influence Boundary Description:

BEGINNING at a point where the northern margin of Fifth Ave. West intersects with the western margin of Westbrook Rd., said point also being the southeast corner of that parcel having an REID of 9943503, being that parcel owned by Celeste C. Geagan, "Geagan tract" described in that deed recorded in Deed Book 1647 at page 702 of the Henderson County Registry (hereinafter "HCR"); and thence proceeding from said **POINT OF BEGINNING** in a slightly northwesterly direction along and with the western margin of Westbrook Rd. to a point at which the western margin of Westbrook Rd. intersects with the southern margin of Brevard Rd., and passing those tracts having the following REIDs lying along the western margin of Westbrook Rd. between Fifth Ave. West and the southern margin of Brevard Road: 9943503, 9943504, 9943505, crossing an unnamed right of way, thence passing those tracts having an REID of 106038, 102968, 102962, 9959272, 9959271, 109998, 106402, and 108144, crossing Dixie Lane, passing those tracts having the following REIDs: 103606 and 107367; and proceeding thence from the point at which the western margin of Westbrook Rd. intersects with the southern margin of Brevard Rd. and crossing Brevard Rd in a straight line to a point where the northern margin of Brevard Rd. intersects with the western boundary of Sheen Circle, said point also being the southeastern corner of that tract having an REID of 114694, being owned by Ashbrook Properties, LLC, described in that deed recorded in Deed Book 3738 at page 619 of the HCR, the "Ashbrook tract"; and proceeding thence along and with the western margin of Sheen Circle in a northwesterly direction to a point lying in the western margin of Sheen Circle, said point being also the southeastern corner of that tract having an REID of 9906483, owned by Marion S. Ward, described in that deed recorded in Deed Book 567 at page 123 of the HCR, the "Ward tract," passing those tracts lying on the western margin of Sheen Circle between the southeastern corner and the Ashbrook tract and the southeastern corner of the Ward tract having the following REIDs: 114694, 1011830, 1011829, 9907316, and 9907317; and thence leaving the western margin of Sheen Circle and proceeding along and with the southern boundary of the Ward tract in a westerly direction to the southwest corner of the Ward tract, said southwest corner being also the northwest corner of that tract having an REID of 9906479, being owned by Marion Sheen Ward, Trustee, described in that deed recorded in Deed Book 1341 at page 315 of the HCR; the "Ward Tte tract,"; said point also lying in a satellite annexation boundary for the Town of Laurel Park, and thence leaving the southwest corner of the Ward tract and proceeding along and with the western boundary of the Ward tract and said satellite annexation boundary in a northwesterly direction to the northwest corner of the Ward tract, said northwest corner being also the northeast corner of that tract having an REID of 9906116, owned by Little Fish Investments, LLC, described in that deed recorded in Deed Book 3512 at page 710 of the HCR, the "Little Fish tract, "; thence leaving the northwest corner of the Ward tract and proceeding along and with the northern boundary of the Little Fish tract and continuing along the said satellite annexation boundary in a westerly direction to a point at which said northern boundary of the Little Fish tract intersects with the southeasternmost corner of that tract having an REID of 110334, owned by Grady B. and Kathleen Merrell, described in that deed recorded in Deed Book 550 at page 261 of the HCR, the "Merrell tract,"; thence leaving the northern boundary of the Little Fish tract

and leaving the said satellite annexation boundary and proceeding along and with the easternmost boundary of the Merrell tract in a northwesterly direction to the northeastern most corner of the Merrell tract, said corner also being the southeasternmost corner of that property having an REID of 117107, being owned by Erik Summey, as referenced in Henderson County Clerk of Superior Court estate file 19E236, the "Summey tract,"; thence leaving the Merrell tract and proceeding along and with the easternmost boundary of the Summey tract in a northwesterly direction to the northeastern most corner of the Summey tract, said corner also being the southeasternmost border of that property having an REID of 107826, owned by William M. and Laura J. Lancaster, described in that deed recorded in Deed Book 496 at page 610 of the HCR, the "Lancaster tract,"; thence leaving the Summey tract and proceeding along and with the easternmost boundary of the Lancaster tract in a northwestern direction to a point located in the northeastern most corner of the Lancaster tract, said point also being located in the easternmost corner of that tract having an REID of 105994, owned by Jon W. and Shirley A. Harrelson, described in Deed Book 549 at page 299 of the HCR, the "Harrelson tract,"; thence leaving the Lancaster tract and proceeding along and with the northeastern boundary of the Harrelson tract in a northwesterly direction to a point located in the northernmost corner of the Harrelson tract, said point also being located in the northeastern most corner of that tract having an REID of 110865, owned by Mark A. Miller, and described in Deed book 1620 at page 144 of the HCR, the "Miller tract,"; thence leaving the Harrelson tract and proceeding along and with the northernmost boundary of the Miller tract in a southwesterly direction to the northwesternmost corner of the Miller tract, said corner also being the northeastern most corner of the tract having an REID of 107173, owned by Shirley H. Coren, described in Deed Book 1666 at page 627 of the HCR, the "Coren tract,"; thence leaving the Miller tract and proceeding along and with the northernmost boundary of the Coren tract in a southwesterly direction to the northwesternmost corner of the Coren tract, said corner also being the northeastern most corner of that tract having an REID of 105330, owned by David and Cynthia Hardin, et al, described in Deed Book 1586 page 273 of the HCR, the "Hardin tract,"; thence leaving the Coren tract and proceeding along and with the northernmost boundary of the Hardin tract in a southwesterly direction to the northwesternmost corner of the Hardin tract, said corner also being the northeastern most corner of that tract having an REID of 108438, owned by Jennifer A. and Alan W. Miller, described in Deed Book 3548 at page 578 of HCR, the "Miller2 tract"; thence leaving the Hardin tract and proceeding along and with the northernmost boundary of the Miller2 tract in a southwesterly direction to the northwesternmost corner of the Miller2 tract, said corner also being the northeastern corner of that tract having an REID of 109833, owned by Marie Jernigan, described in Deed Book 1532 at page 342 of the HCR, the "Jernigan tract"; thence leaving the Miller2 tract and proceeding along and with the northernmost boundary of the Jernigan tract in a southwesterly direction to a point at which the northernmost boundary of the Jernigan tract intersects with the primary corporate boundary of The Town of Laurel Park, hereinafter the "LP Boundary", said point being also the southeasternmost corner of that tract having an REID of 9958500, owned by Laurel Park Place Owner's Association, described in Deed Book 915 at page 172 of the HCR, the "LPP tract,"; thence leaving the northernmost boundary of the Jernigan tract and proceeding along and with the easternmost boundary of the LPP tract and LP Boundary in a northeasterly direction to the northeastern most corner of the LPP tract, said corner being also the southeasternmost corner of that tract having an REID of 9957914, owned by Laurel Park Place Owner's Association, described in Deed Book 915 at page 172 of the HCR, the "LPP2 tract,"; thence leaving the LPP tract and proceeding along and with the easternmost boundary of the LPP2 tract and the LP Boundary in a northeasterly direction to the easternmost corner of the LPP2 tract; and thence turning and proceeding along and with the northeastern most boundary of the LPP2 tract and LP Boundary in a northwesterly direction, passing two corners lying in the northeastern boundary of the LPP2 tract, to the northwesternmost corner of the LPP2 tract, said corner also being the northernmost corner of that tract having an REID of 1014868, owned by SMV Special Holdings, LLC, described in Deed Book 1560 at page 305 of the HCR, the "SMV tract," said corner being also the easternmost corner of that tract having an REID of 1014867, owned by SMV Special Holdings, LLC, described in Deed Book 1560 at Page 305, of the HCR, the "SMV2 Tract,"; thence leaving the

northernmost boundary of the LPP2 Tract and leaving the LP Boundary, passing the northernmost corner of the SMV Tract, and proceeding thence along and with the northernmost boundary of the SMV2 Tract in a northwesterly direction to a point at which the northernmost boundary of the SMV2 Tract intersects with the southeasternmost corner of that tract having a REID of 9955385, owned by Joshua L. Reese at Deed Book 3735 at page 525 of the HCR, the "Reese Tract,"; thence leaving the northernmost boundary of the SMV2 Tract, and proceeding along and with the easternmost boundary of the Reese Tract in a northeasterly direction to a northeastern corner of the Reese Tract, said northeastern corner also being the southeastern corner of that tract having an REID of 9955386, owned by North Carolina RSA #4, Inc., described in Deed Book 898 at Page 515 of the HCR, the "NCRSA Tract,"; thence proceeding along and with the common boundary between the Reese Tract and the NCRSA Tract, in a slightly northwesterly direction to a common corner between the Reese Tract and the NCRSA Tract, said common corner also being the southwestern corner of the NCRSA Tract, and thence turning and proceeding in a northeasterly direction, along and with the common boundary between the Reese Tract and the NCRSA Tract, said common boundary being also the westernmost boundary of the NCRSA Tract, to a common corner between the Reese Tract and the NCRSA Tract, said common corner being also the northwestern most corner of the NCRSA Tract; thence leaving the NCRSA tract and proceeding along and with the northernmost boundary of the Reese Tract in a northwesterly direction to the northwesternmost corner of the Reese Tract, said corner also being the northeastern most corner of that tract having an REID of 1016560, owned by Hill Family Limited Partnership, and described in Deed Book 963 at Page 601 of the HCR, the "Hill Family Tract,"; thence turning and leaving the northernmost boundary of the Reese Tract and proceeding thence in a southwesterly direction along and with the westernmost boundary of the Reese Tract, said westernmost boundary also being the easternmost boundary of the Hill Family Tract, to a point in the common boundary between the Hill Family Tract and the Reese Tract, said point being the northeastern most corner of that tract having an REID of 1016561, owned by James C. and Carolyn M. Howell, described in Deed Book 1561 at Page 642 of the HCR, the "Howell Tract,"; thence leaving the common boundary between the Hill Family Tract and the Reese Tract and turning and proceeding in a northwesterly direction, along and with a common boundary of the Howell tract and the Hill tract, said common boundary being also the northeastern boundary of the Howell Tract, to the northwesternmost corner of the Howell Tract; and thence turning and proceeding in a southwesterly direction along and with a common boundary between the Howell tract and the Hill tract, said common boundary being also the northwesternmost boundary of the Howell Tract, to the westernmost corner of the Howell Tract, said westernmost corner also being the northernmost corner of that tract having an REID of 106491, owned by James C. and Carolyn M. Howell and described in Deed Book 453 at Page 111 of the HCR, the "Second Howell tract,"; thence leaving the Howell Tract and proceeding in a southwesterly direction along and with a common boundary between the Hill tract and the Second Howell tract, said common boundary being also the northwestern boundary of the Second Howell tract, to a point, said point being the westernmost corner of the Second Howell tract, said point also being the northeastern most boundary of that tract having an REID of 106495 being owned by Ryan T. and Ashley Howell described in Deed Book 1541 at page 56 of the HCR, "the RT Howell tract" ; and proceeding in a northwesterly direction along and with a common boundary of the Hill tract and the RT Howell tract to a point lying in said common boundary, said point being the easternmost corner of that tract having an REID of 1014728, owned by Michael A. and Brandy L. Shaw, described in Deed Book 3598 at page 181 of the HCR, the "Shaw tract,"; and thence leaving the RT Howell tract and proceeding in a northwesterly direction along the common boundary between the Shaw tract and the Hill tract to the northernmost corner of the Shaw tract; and thence leaving the common boundary of the Shaw tract and the Hill tract and proceeding along and with the northwestern boundary of the Shaw tract in a southwesterly direction to the westernmost corner of the Shaw tract, said westernmost corner also being located in the northwest margin of Old Quarry Rd., a 10-foot-wide road; and proceeding thence along and with the northwesternmost margin of Old Quarry Rd. in a southwesterly direction, including where said road widens to 20 feet in width, and passing those tracts having the following REIDs and lying along the western margin of Old Quarry Road: 108222, 112609,

10004903, and 10004880, to a point in the northwestern boundary of that tract having an REID of 10007313 owned by DMH Builders, Inc. described in Deed Book 3724 at page 272 of the HCR, "the DMH tract," said northwestern boundary being a common boundary with that tract having an REID of 10004880, owned by Darren Shane Norris described in Deed Book 709 at page 707 of the HCR, "the Norris tract"; thence proceeding in a southwesterly direction along and with the common boundary of the Norris tract and the DMH tract in a southwesterly direction to the westernmost corner of the DMH tract, said westernmost corner lying in the northeastern boundary of that tract having an REID of 10003514 owned by Oscar S. and Yvonne S. Wilson, described in Deed Book 930 at page 745 of the HCR, "the Wilson tract," said westernmost corner being also a common corner with the Norris tract, and proceeding thence along and with the common boundary between the Wilson tract and the Norris tract in a northwesterly direction to the northernmost corner of the Wilson tract, said northernmost corner also lying in the common boundary of the Norris tract and the Wilson tract; thence turning and proceeding along and with a common boundary of the Wilson tract and Norris tract in a southwesterly direction to the southernmost corner of the Norris tract, said southernmost corner lying in the northwestern boundary of the Wilson tract; thence leaving the Norris tract and proceeding along and with said western boundary of the Wilson tract to a point at which it intersects with the northwestern margin of Pisgah Drive; and thence continuing in a southwesterly direction along and with the northwestern margin of Pisgah Drive to a point at which the northwestern margin of Pisgah Drive intersects with the northeast margin of Brevard Road, said point being also the southeastern most corner of that tract having an REID of 9906095 owned by The Church of Jesus Christ of Latter Day Saints described in Deed Book 539 at page 765 of the HCR, "Church tract"; thence proceeding in a northwesterly direction along and with the northeastern margin of Brevard Road to the point at which the northern margin of Brevard Road intersects with the western margin of Hawkins Creek Road, said point being also the easternmost corner of that tract having an REID of 104661, owned by Kenneth C. and Melissa T. Stewart, III, described in Deed Book 3367 at page 400 of the HCR, "the Stewart tract" and passing those tracts having the following REIDs lying along the northwestern and then northern margins of Brevard Road between Old Quarry Road and Hawkins Creek Road: 9906095 and 10000872, then crossing North Hillside Road and passing 114311, 9933149, crossing Mergans Lane and passing 1001892, 110036, 1000478, 9956601, crossing an unnamed right of way and passing 115128, 116001, 111334, crossing Carolina Avenue and passing 1011461, crossing Dalton Clan Lane, and passing 9901569, crossing Miami Terrace and passing 113061, 9938369, crossing Hawthorne Drive and passing 9938377, 9956874, 9956869, 9956871, 9956867, and 10003887, crossing Heathcote Road and passing 10003888 and 9963724, crossing Hunters Lane and passing 9972299, and crossing Hawkins Creek Road to an point on the western margin of Hawkins Creek Road, said point being the easternmost corner of the Stewart tract; and thence crossing Brevard Road in a southeastern direction in a straight line to a point in the southern margin of Brevard Road, said point being the northwesternmost point of that tract having an REID of 113866, owned by WXZ SG Acquisition LLC, described in Deed Book 1375 at page 297 of the HCR, "the WXZ tract", said point lying also in the LP Boundary, and proceeding thence from said point along and with the western boundary of the WXZ tract and the LP Boundary in a slightly southwesterly direction to the point at which the western boundary of the WXZ tract and LP Boundary intersects with the northern margin Landia Drive; and proceeding thence along and with the LP Boundary to the centerline of Landia Drive; and thence turning and following the centerline of Landia Drive and LP Boundary in an easterly direction to a point at which said centerline and LP Boundary intersects with a western boundary of the WXZ tract, and thence turning and proceeding along and with said western boundary and the LP Boundary in a slightly southwesterly direction, passing two corners in said western boundary to a point at which said western boundary and LP Boundary intersects with the northern margin of Davis Mountain Road, said point being also the southernmost corner of the WXZ tract; and thence leaving the WXZ tract and proceeding along and with the northern margin of Davis Mountain Road and LP Boundary in a westerly direction to a point at which the LP Boundary stops, and thence leaving the LP Boundary and continuing along and with the northern margin of Davis Mountain Road as it meanders to a point, said point being the westernmost corner of that tract having an REID of 9968122 owned by

Charles T. Breckheimer and Sandra J. Schorr described in Deed Book 1449 at page 490 of the HCR, the “Breckheimer tract”; said point being also located in the eastern margin of Birchwood Views Drive, and passing the following REIDs lying between the southernmost corner of the WXZ tract and Birchwood Views Drive: 9945839, crossing Crescent Point Drive, passing 103740, 9975260, crossing Stonegate Lane, passing 9942892, 9969934, 9926078, 9901531, 9959277, 9961712, 9933479, 9907166, 104052, 9936900, 9966302, crossing Winter View Trail, passing 9906205, 115454, 9935583, 9935584, 9936176, 9936177, 9907304, and 9907302, 9968122; and proceeding thence from said westernmost corner of the Breckheimer tract, and eastern margin of Birchwood Views Drive, across Birchwood Views Drive in a northwesterly direction in a straight line to a point in the western margin of Birchwood Views Drive, said point being the southernmost corner of that property having an REID of 1003846 owned by Christopher P. and Crystal Gardner, described in that deed recorded in Deed Book 3499 at page 598 of the HCR, the “Gardner tract”; and thence leaving the Gardner tract and proceeding from said southernmost corner of the Gardner Tract across Davis Mountain Road in a southwesterly direction in a straight line to a point in the southern margin of Davis Mountain Road, said point being the northernmost corner of that property having an REID of 9961875 owned by Todd Banks, and described in that Deed recorded in Deed Book 1309 at page 422, the “Banks tract”; and proceeding along and with the southern boundary of Davis Mountain Road to a point, said point being the northwesternmost corner of that property having an REID of 1006842 owned by Leonard A. and Hannah R. Denardo, described in Deed Book 3400 at page 693 of the HCR, the “Denardo tract”; and thence following the western boundary of the Denardo tract in a southerly direction, said western boundary being also the eastern margin of Davis Mountain Road, to the southwestern corner of the Denardo tract; and thence proceeding along and with said eastern boundary of Davis Mountain Road as it meanders in a southwesterly direction, passing those tracts having the following REIDs lying along the eastern margin of Davis Mountain Road: 1006842, 1006843, 10005960, 10005961, and 102495 to a point, said point being the southwestern most corner of that tract having an REID of 102495 owned by Oscar C. Buckner, Trustee as described in Deed Book 989 at page 577 of the HCR, the “Buckner tract,” said point being also the northwesternmost corner of that property having an REID of 400295 owned by Stuart Van Meter, the “Van Meter tract,” described in Deed Book 750 at page 339 of HCR, said northwesternmost corner of the Van Meter tract also being within the boundary of the Town of Laurel Park extraterritorial jurisdiction boundary, hereinafter the “LP ETJ Boundary”; and thence proceeding along and with the eastern margin of Davis Mountain Road and LP ETJ Boundary as said eastern margin of Davis Mountain Road and LP ETJ Boundary meander generally in a southwesterly, then northwesterly, then southwesterly, then southeasterly direction to a point at which said eastern margin of Davis Mountain Road and LP ETJ Boundary intersect with the northern margin of Hebron Road, said intersection point being the westernmost corner of that tract having an REID of 9964360 owned by Laurel Oaks Property Owners Association, Inc described in Deed Book 1440 at page 657 of the HCR, “Laurel Oaks tract,” passing those tracts having the following REIDs lying along the eastern margin of Davis Mountain Road between the northwesternmost corner of the Van Meter tract and northern margin of Hebron Road: 400295, 9960453, 9960454, 400362, 400237, 1007161, crossing Clays Cove Road, passing 1007160, 1017532, 9964343, crossing Tudor Lane and passing 9964360 to said westernmost corner of the Laurel Oaks tract, said westernmost corner being also the point at which the eastern margin of Davis Mountain Road and LP ETJ Boundary intersect with the northern margin of Hebron Road; and thence turning and continuing along and with the northern margin of Hebron Road in an easterly direction, said northern margin of Hebron Road following generally the LP ETJ Boundary, to a point in said northern margin of Hebron Road, said point being the southwestern corner of that tract having an REID of 9966557 owned by A&T Land Development, LLC described in Deed Book 3715 at page 341 of the HCR, the “A&T tract,” said point also lying in the common boundary between the LP ETJ boundary and the LP Boundary; and thence continuing along and with the northern margin of Hebron Road and LP Boundary to a point in the northern margin of Hebron Road, said point being the southeasternmost corner of that property having an REID of 10004595 owned by John D. and Mona T. Hook as described in Deed Book 3426 at page 334 of the HCR, the “Hook tract,” said southeastern corner also being the point at

which the LP Boundary leaves the northern margin of Hebron Road; and thence leaving the LP Boundary and proceeding along and with the northern margin of Hebron Road, said northern margin being a part of the LP ETJ boundary, and proceeding thence along and with the northern margin of Hebron Road and LP ETJ boundary in a southeasterly direction to a point at which the LP ETJ boundary leaves the northern margin of Hebron Road, said point being the southernmost corner of that property having an REID of 4000869 owned by Tiffany R. Rhodes and Corina F. Whittaker described in Deed Book 1659 at page 427 of the HCR, "the Rhodes tract," said point also lying on the LP Boundary; and thence proceeding along and with the northern margin of Hebron Road and LP Boundary to a point, said point being the southeasternmost corner of that tract having an REID of 10004594 owned by Larry R. and Cathy L. Doebler as described in Deed Book 1666 at page 257 of the HCR, the "Doebler tract," said southeasternmost corner also being the point at which the LP Boundary leaves the northern margin of Hebron Road, said southeasternmost corner also lying on the LP ETJ boundary; and thence leaving the LP Boundary and continuing along and with the LP ETJ boundary, and northern margin of Hebron Road, in a southeasterly direction to a point at which the northern margin of Hebron Road intersects with the LP Boundary and the LP ETJ leaves the northern margin of Hebron Road, said point being also the southwestern most corner of that property having an REID of 1012271 owned by Somersby Park Homeowners Association, Inc. described in Deed Book 1447 at page 51 of the HCR, "Somersby tract"; and thence proceeding along and with the northern margin of Hebron Road, said northern margin being also a part of the LP Boundary, to the southeasternmost corner of the Somersby tract, said southeasternmost corner lying within the LP ETJ boundary and being the point at which the LP Boundary leaves the northern margin of Hebron Road; and thence leaving the southeasternmost corner of the Somersby tract and proceeding along and with the northern margin of Hebron Road to a point, said point being the easternmost corner of that tract having an REID of 9907404, owned by Jones Gap Baptist Church described in Deed Book 90 at page 218 of the HCR, "Jones Gap tract," said corner being also the point at which the LP ETJ boundary leaves the northern margin of Hebron Road, and passing those tracts having the following REIDs lying along the northern margin of Hebron Road between the Somersby tract and the easternmost corner of the Jones Gap tract: 9974781, 9974782, 9974783, 9950261, 9940407, 9940406, 9907404; and thence proceeding from the easternmost corner of the Jones Gap tract and crossing Hebron Road in a straight line in a southwestern direction to a point lying within the southern margin of Hebron Road, said point being the point at which the southern margin of Hebron Road intersects with the northern margin of Finley Cove Road; and proceeding thence along and with the northern margin of Finley Cove Road to a point at which said northern margin intersects the LP Boundary, said point being also the southeasternmost corner of that tract having an REID of 105721 owned by Brian M. and Katherine M. Dugdale, described in Deed Book 1591 at page 126 of the HCR, "Dugdale tract," and passing those tracts having the following REIDs lying along the northern margin of Finley Cove Road between the point at which the northern margin of Finley Cove Road intersects with the southern margin of Hebron Road and the southeast corner of the Dugdale tract: 9965562, 1004191, 102956, 111471, 104897, crossing Finlay Ridge Road, and passing 112076, 1000686, 1013985, 10007460, 10007461, 9969117, 9949303, 9942884, crossing Viewcrest Drive and passing 105721; and proceeding thence from the southeasternmost corner of the Dugdale tract, along and with the northern margin of Finley Cove Road in a southeasterly direction, said northern margin being also a part of the LP Boundary, to a point at which the LP Boundary leaves the northern margin of Finley Cove Road, said point being also the southeastern corner of that tract having an REID of 9935485 owned by John D. and Pamela T. Blaine, described in Deed Book 1518 at page 321 of the HCR, "the Blaine tract"; and passing those tracts having the following REIDs lying along the northern margin of Finley Cove Road between the southeastern corner of the Dugdale tract and the southeastern corner of the Blaine tract: 109307, 9949249, 112424, crossing Timbercreek Road and passing 9937983, 9927868, 9937980, 9935485; and thence continuing from the southeastern corner of the Blaine Tract along and with the northern margin of Finley Cove Road in a southeasterly direction and thence in a northeasterly direction to a point at which the northern margin of Finley Cove Road intersects with the northern margin of Finley Street, said point being also the easternmost corner of that tract having an REID of 9959191 owned by Paul E. and Catherine M. Zell

described in Deed Book 3134 at page 215 of the HCR, the “Zell tract,” passing those tracts having the following REIDs lying along the northern margin of Finley Cove Road between the southeast corner of the Blaine tract and the easternmost corner of the Zell tract: 100447, 105630, 103097, 9946275 crossing Crestwood Road and passing 9955110, 9960689, 9945454, 9959195, crossing Tall Pines Road and passing 9959193, 9959192, 9959191; and thence leaving the easternmost corner of the Zell tract and crossing Finley Street in a southeasterly direction in a straight line to a point in the northern margin of Finley Cove Road, said point being also the westernmost corner of that property having an REID of 9962786 owned by Thurman W. and Bernadette C. Gant-Jones, Trustees, described in Deed Book 3324 at page 576 of the HCR, “Jones tract”; and proceeding thence from said westernmost corner of the Jones tract along and with the northern margin of Finley Cove Road to a point at which the northern margin of Finley Cove Road intersects with the northern margin of Willow Road; and proceeding thence along and with the northern margin of Willow Road to a point along the northern margin of Willow Road, said point being the southwesternmost corner of that tract having an REID of 10004406 owned by Donna F. Blythe described in Deed Book 3342 at page 42 of the HCR, “Blythe tract,” said southwesternmost corner lying on the LP ETJ Boundary, and passing those tracts having the following REIDs lying along the northern margin of Finley Cove Road and Willow Road between the westernmost corner of the Jones tract and the southwesternmost corner of the Blythe tract: 9962786, 9962785, 104984, 10004405; and thence leaving the southwestern corner of the Blythe tract and continuing along and with the northern margin of Willow Road, said northern margin being also a part of the LP ETJ boundary, in a northeasterly direction to a point at which the northern margin of Willow Road intersects with the LP Boundary, said point being also the point at which the LP ETJ Boundary leaves the northern margin of Willow Road, said point also being the easternmost corner of that tract having an REID 9906828, owned by Marion F. and Elizabeth B. Toms described in Deed Book 731 at page 7 of the HCR, “Toms tract,” and passing those tracts having the following REIDs lying between the southwest corner of the Blythe tract and the easternmost corner of the Toms tract: 10004406, 10004405, 9959379, 9957325, crossing Fairway Drive and passing 101085, 107022, 115893, 106202, 107838, 111098, 111003, 110049, 113056, crossing Moore Street and passing 9942419, 114059, 110402, crossing Country Club Road and passing 9906828; and thence continuing from the easternmost corner of the Toms tract along and with the northern margin of Willow Road, said northern margin also being a part of the LP Boundary, to a point at which the LP Boundary leaves the northern margin of Willow Road, said point also being the southwestern corner of that tract having an REID of 9938921 owned by Hendersonville Country Club described in Deed Book 738 at page 735 of the HCR, “HCC tract”; and thence proceeding from the southwestern corner of the HCC tract and continuing along and with the northern margin of Willow Road to a point at which the northern margin intersects with a satellite annexation boundary for the Town of Laurel Park, said point being also the southwest corner of that property having an REID of 100218 owned by Valley Hill Volunteer Fire Department, Inc, described in Deed Book 712 at page 673 of the HCR, “Valley Hill tract,” and passing the those tracts having the following REIDs lying along the northern margin of Willow Road between the southwest corner of the HCC tract and the southwestern corner of the Valley Hill tract: 9938921, crossing an unnamed right of way, 106262, 107568, and crossing Stepp Avenue to a point, said point being also the southwestern corner of the Valley Hill tract; and thence proceeding from the southwestern corner of the Valley tract and continuing along and with the northern margin of Willow Road in a northeasterly direction, said northern margin being a part of the satellite annexation boundary, and said northern margin being also the southern boundary of the Valley Hill tract, to the southeastern corner of the Valley Hill tract; and thence leaving the northern margin of Willow Road and proceeding in a northerly direction along and with the eastern boundary of the Valley Hill tract, said eastern boundary being also a boundary of the satellite annexation boundary, and proceeding thence in a westerly direction along and with the northern boundary of the Valley Hill tract, said northern boundary being also part of the satellite annexation boundary, to a point in the eastern margin of Stepp Avenue; and thence leaving the Valley Hill tract and the satellite annexation boundary and crossing Stepp Avenue in a westerly direction to a point lying in the western margin of Stepp Avenue, said point lying in said western margin being also the

southeastern corner of that tract having an REID of 10006076 owned by Jon B. and Kayla E. Brezillac, described in Deed Book 3574 at page 167 of the HCR, "Brezillac tract"; and proceeding thence along and with the western margin of Stepp Avenue in a slightly northeastern direction to a point at which the western margin of Stepp Avenue intersects with the southern margin of Hebron Road, passing those tracts having the following REIDs lying along the western margin of Stepp Avenue between said southeastern corner of the Brezillac tract and said point at which the western margin intersects with the southern margin of Hebron: 10006076, 9921656, 107653, 111441, 9942421, crossing Echo Avenue and passing 114866, 115120, 115175, 9934069, reaching the point at which the western margin of said avenue intersects with the southern margin of Hebron Road, said point being also the northeast corner of that property having an REID of 9934069 owned by Golf View Homeowners Association described in Deed Book 629 at page 329 of the HCR, "the Golf View tract"; and thence proceeding from the northeast corner of the Golf View tract along and with the southern margin of Hebron Road in a northwesterly direction, said southern margin being also the northern boundary of the Golf View tract, to a point at which said southern margin intersects with the LP Boundary, said point being also the northwest corner of the Golf View tract; and thence continuing along and with the southern margin of Hebron Road in a northwesterly direction, said margin also being a part of the LP Boundary, to a point located in the southern margin of Hebron Road, said point in the southern margin of Hebron Road being also the easternmost corner of that tract having an REID of 101375 owned by Hendersonville Country Club, Inc., described in Deed Book 941 at page 619 of the HCR, "the HCC2 tract"; and thence leaving the LP Boundary and proceeding in a straight line from said easternmost corner of the HCC2 tract across Hebron Road in a northwesterly direction to a point located in the northern margin of Hebron Road, said point being the southeastern corner of that tract having an REID of 101422 owned by Steven J. Moore described in Deed Book 1583 at page 576 of the HCR, "the Steven Moore tract"; and proceeding thence along and with the eastern boundary of the Steven Moore tract in a slightly northeastern direction to the northeastern corner of the Steven Moore tract, said corner being also the southernmost corner of that tract having an REID of 9921660 owned by GB Property Management, LP, described in Deed Book 1046 at page 503 of the HCR, "the GB tract"; and thence leaving the Steven Moore tract and proceeding along and with the eastern boundary of the GB tract in a northeasterly direction to the northeastern corner of the GB tract, said corner being also the southeast corner of that tract having an REID of 9926400 owned by GB Property Management, LP, and described in Deed Book 1046 at page 503 of the HCR, "the GB2 tract"; and leaving the GB tract and proceeding along and with the eastern boundary of the GB2 tract in a northeasterly direction to the northeastern corner of the GB2 tract, said corner being also the southeastern corner of that tract having an REID of 9926401 owned by GB Property Management, LP described in Deed Book 1207 at page 383 of the HCR, "the GB3 tract"; and thence leaving the GB2 tract and proceeding along and with the easterly boundary of the GB3 tract to the northeastern corner of the GB3 tract, said corner being also the southernmost corner of that tract having an REID of 9926279 owned by Julia Congdon described in Deed Book 3258 at page 466 of the HCR, the "the Congdon tract"; and thence leaving the GB3 tract and proceeding in a northeasterly direction along and with the eastern boundary of the Congdon tract to a point at which said eastern boundary intersects with the eastern margin of Leatherwood Lane, said point of intersection being also the northernmost corner of the Congdon Tract, said point of intersection also lying on the western boundary of that tract having an REID of 9964017 owned by Stephen F. and Dawn P. Robertson described in Deed Book 3471 at page 629 of the HCR, "Robertson tract"; and thence leaving the Congdon Tract and proceeding along and with said western boundary of Robertson tract and eastern margin of Leatherwood Lane to the northwesternmost corner of the Robertson tract; and thence leaving the eastern margin of Leatherwood Lane and proceeding along and with the northern boundary of the Robertson tract in a slightly southeasterly direction to a corner of the Robertson tract, said corner being also the southeastern corner of that tract having an REID of 109117 owned by GB Property Management, LP described in Deed Book 1046 at page 503 of the HCR, "GB4 tract," said corner lying also on the corporate boundary for the City of Hendersonville, hereinafter the "COH boundary,"; and thence continuing along and with the eastern margin of the GB4 tract and COH boundary in a northeasterly direction to the northeastern most corner

of the GB4 tract; and thence turning and proceeding in a northwesterly direction along and with a northern boundary of the GB4 tract and COH boundary to a corner in the GB4 tract; and thence turning and proceeding in a northeasterly direction along and with the GB4 boundary and COH boundary to a northeastern corner of the GB4 tract and thence turning and proceeding along and with a northern boundary of the GB4 tract and COH boundary in a northwesterly direction to a point at which the said northern boundary of the GB4 tract and COH boundary intersects with the eastern margin of Reservoir Drive; and thence leaving the GB4 tract and proceeding along and with the eastern margin of Reservoir Drive and COH boundary to a point at which said eastern margin and COH boundary intersects with the eastern margin of Overlook View Drive, passing those tracts having the following REIDs lying along the eastern margin of Reservoir Drive between the point at which the northern boundary of the GB4 tract meets the eastern margin of Reservoir Drive and the point at which the eastern margin of Reservoir Drive intersects with the eastern margin of Overlook View Drive: 9906006, 9975521, 101316, 110421, 102119, 105824, 104012, and crossing Armstrong Avenue to said point at which the eastern margin of Reservoir Drive intersects with the eastern margin of Overlook View Drive, said point being the southwestern corner of that tract having an REID of 102589 owned by Stephen B. Rhode described in Deed Book 1657 at page 330, "Rhode tract"; and proceeding thence from the southwestern corner of the Rhode tract and proceeding along and with the western boundary of the Rhode tract in a northwesterly direction to the northwest corner of the Rhode tract, said western boundary of the Rhode tract being also the eastern margin of Overlook View Drive and a part of the COH boundary; thence leaving the northwest corner of the Rhode tract and continuing along and with said eastern margin of Overlook View Drive and COH Boundary in a northwesterly direction to a point in the northern margin of Overlook View Drive, said point being the easternmost corner of that property having an REID of 10005702 owned by Charles R. Wilkinson and Sheila M. Hoffmann-Robertson described in Deed Book 3029 at page 37 of the HCR, the "Wilkinson tract"; and thence continuing along and with the northeastern boundary of the Wilkinson tract and COH Boundary in a northwesterly direction to the northernmost corner of the Wilkinson tract; and thence turning and proceeding in a southwesterly direction along and with the northwestern boundary of the Wilkinson tract and the COH Boundary to the westernmost corner of the Wilkinson tract, said corner being also the southernmost corner of that tract having an REID of 10002917 owned by Jamin C. and Amy E. Kilpatrick, described in Deed Book 3422 at page 492 of the HCR, the "Kilpatrick tract" and thence leaving the Wilkinson tract and proceeding in a northwestern direction along and with the southwestern boundary of the Kilpatrick tract and COH Boundary to a point, said point being the northernmost corner of that tract having an REID of 9968843, owned by Laura K. Husak, described in Book 3727 at Page 19, HCR, "the Husak tract,;" and thence leaving the Husak tract and Kilpatrick tract and continuing along and with the COH Boundary in a northwesterly direction, crossing an unnamed right of way to a point at which the COH Boundary intersects with the northwestern margin of the unnamed right of way; and thence turning and proceeding in a northeasterly direction along and with the northwestern margin of the unnamed right of way and COH Boundary to a point at which the northwestern margin of the unnamed right of way and COH Boundary intersects with the westernmost corner of the Kilpatrick tract; and thence proceeding along and with the northwestern boundary of the Kilpatrick and COH Boundary in a northeasterly direction to a point at which they intersect with the easternmost corner of that tract having an REID of 106096 owned by Jonathan M. and Laura A. Blanchard described in Deed Book 3521 at page 22 of the HCR, "Blanchard tract"; said corner being also the southernmost corner of that tract having an REID of 10002918 owned by Kendra W. Henry described in Deed Book 3720 at page 587 of the HCR, "Henry tract"; and thence turning and proceeding in a northwesterly direction along and with the southwestern boundary of the Henry tract and COH Boundary to a point at which they intersect with the southern margin of Laurel Spring Lane; and thence continuing in a northwesterly direction along and with the southern margin of Laurel Spring Lane and the COH Boundary to a point in the western margin of Jordan Street, said point lying also in the southeastern boundary of that tract having an REID of 9907387 owned by John and Jennifer Ross described in Deed Book 3164 at page 141 of the HCR, "Ross tract"; and thence turning and proceeding in a southwesterly direction along and with the southeastern boundary of the Ross tract,

northwestern margin of Jordan Street, and COH Boundary to the southernmost corner of the Ross tract; and thence turning and proceeding generally in a northwesterly direction along and with the southwestern boundary of the Ross tract and COH Boundary to the northwestern corner of the Ross tract, passing four corners of the western boundary of the Ross tract to said northwestern corner, said northwestern corner of the Ross Tract lying also on the LP Boundary, and thence continuing along and with the common boundary of the Ross tract, the LP Boundary and COH Boundary in an easterly direction to a corner of the Ross tract, said corner being the southeastermost corner of that tract having an REID of 9906250 owned by Lakemoor Village Corp described in Deed Book 512 at page 211 of the HCR, "Lakemoor tract"; and thence proceeding from the southeastermost corner of the Lakemoor tract along and with the northwestern boundary of the Ross tract, southeastern boundary of the Lakemoor tract, and LP Boundary in a northeasterly direction to the northernmost point of the Ross tract, said northernmost point being also the northwesternmost corner of that property having an REID of 109104 owned by Mary E. White described in Deed Book 1521 at page 97 of the HCR, "White tract"; and thence leaving the Ross tract and continuing in a northeasterly direction, along and with the common boundary of the White tract, the LP Boundary and COH Boundary to the northernmost corner of the White tract, said corner being also the westernmost corner of that property having an REID of 1006137 owned by The Cloisters of Hendersonville HOA, Inc. described at Deed Book 1208 at page 633 of the HCR, "Cloisters" tract"; and thence leaving the White property and proceeding in a northeasterly direction along and with the common boundary of the Cloisters tract, LP Boundary and COH Boundary to a point, said point being the easternmost corner of that tract having an REID of 9906166 owned by Lakemoor Village Homeowners Association described in Deed Book 604 at page 403 of the HCR, "Lakemoor HOA tract"; and thence turning and leaving the COH Boundary and continuing in a northwesterly direction along and with the northeastern boundary of the Lakemoor HOA tract and LP Boundary to a point, said point being the westernmost corner of that tract having an REID of 9945505 owned by Raymond P. and Linda H. English described in Deed Book 1406 at page 557 of the HCR, "English tract"; and thence turning and proceeding in an easterly direction along the northernmost boundary of the English tract and LP Boundary to the slightly northernmost corner of the English tract, said corner being also the southwestern most corner of that tract having an REID of 10007618, listed to Ecusta Rails2Trail, LLC, described in Deed Book 3764 at page 590 of the HCR, "Ecusta 1 Tract"; and thence leaving the English tract and continuing along and with the southernmost boundary of the Ecusta 1 Tract and the LP Boundary in an easterly direction to a point at which the LP Boundary and Ecusta 1 Tract boundary intersects with the COH Boundary, said point also lying in a boundary of that tract having an REID of 10007579, listed to Ecusta Rails2trail, LLC, described in Deed Book 3764 at page 590 of the HCR, the "Ecusta 2 Tract"; and thence proceeding in a northeasterly direction along and with the common Ecusta 1 Tract Boundary, Ecusta 2 tract boundary, LP Boundary and COH Boundary in a northeasterly direction to a point at which the LP Boundary and COH Boundary stop, said point also being a common corner of the LP Boundary and COH Boundary, and thence leaving the COH Boundary and LP Boundary and continuing in a northeasterly direction along and with the southeastern boundary of the Ecusta 1 Tract, being in common with the Ecusta 2 tract boundary, to a point, said point being the easternmost corner of the Ecusta 1 Tract, said point also being a corner of the Ecusta2 tract, and said point also lying within the COH Boundary; and thence turning and proceeding in a northwesterly direction along and with the northeastern boundary of the Ecusta 1 Tract, a southwestern boundary of Ecusta 2 tract and COH Boundary to a point, said point being the westernmost point of the Ecusta 2 tract; said point being also the southernmost corner of that tract having an REID of 10007617 listed to Ecusta Rails2trail, LLC, described in Deed Book 3764 at page 590 of the HCR, the "Ecusta 3 tract"; and thence leaving the Ecusta 2 tract and continuing in a northwesterly direction along the common COH Boundary, northeastern Ecusta 1 tract boundary and southwestern Ecusta 3 tract boundary to a point at which the COH boundary stops; and thence leaving the Ecusta 2 tract boundary and Ecusta 3 tract boundary and proceeding in a northeasterly direction along and with the COH Boundary to a point at which the COH Boundary intersects with the northern margin of Fifth Avenue West; and thence proceeding along and with COH boundary and northern margin of Fifth Avenue West in a northeasterly direction, passing the following tracts

- DRAFT -

Item A.

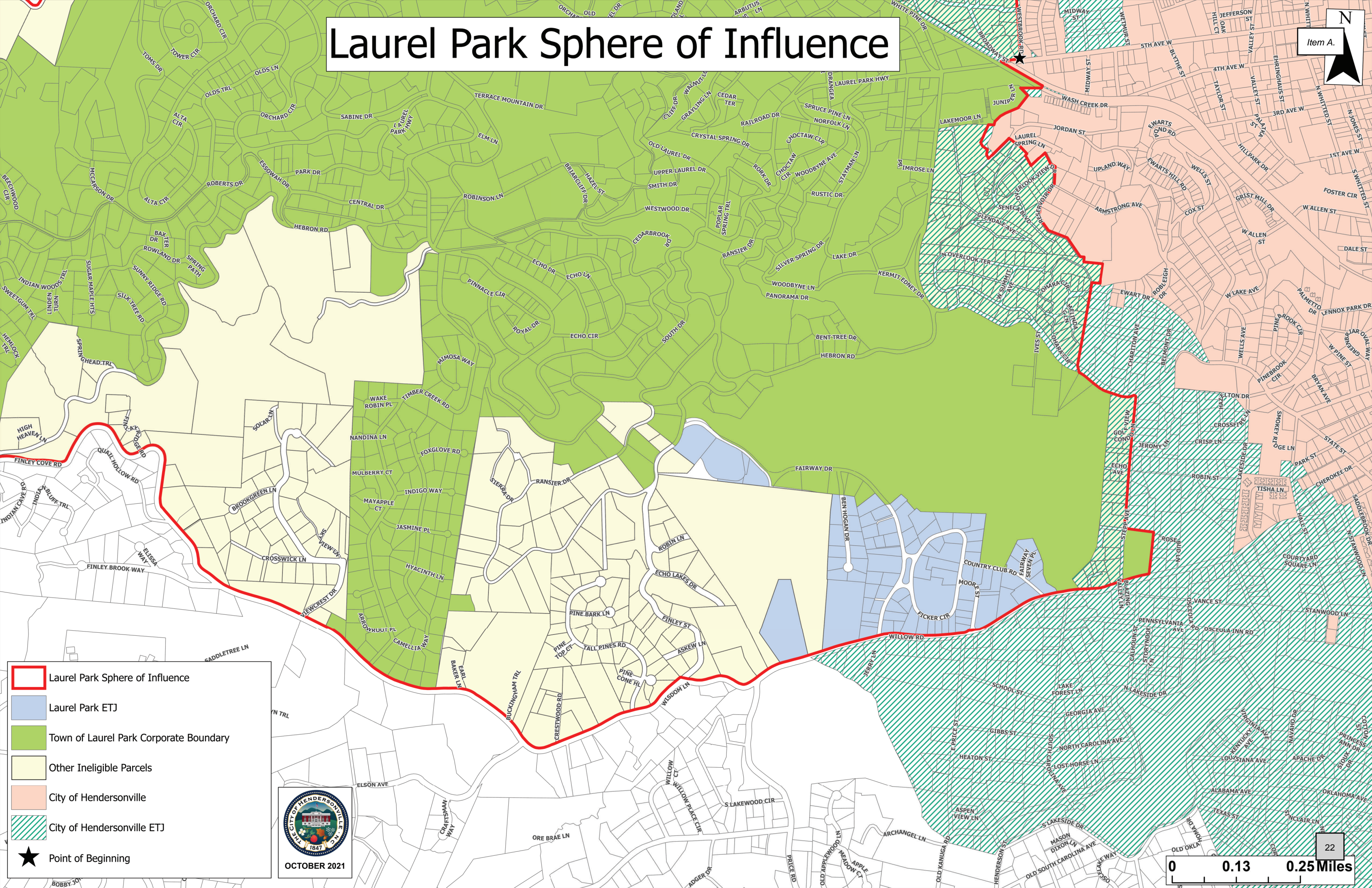
lying along the northeast margin of Fifth Avenue West: that tract having a PIN of 9568170888, crossing Broadway Street and passing those tracts having an REID of 9943509 and 9943503 to the point and place of BEGINNING, said point and place of beginning being the southeastern corner of the Geagan tract.








- DRAFT -**EXHIBIT 3****SPHERE OF INFLUENCE PARCELS IN THE CITY OF HENDERSONVILLE'S ETJ**

The following parcels (listed by their tax REIDs) which are within the Town of Laurel Park's Sphere of Influence Boundary will remain in the City of Hendersonville's Extraterritorial Zoning Jurisdiction. (Note: In addition to the parcels listed below, a sliver of REID 100003087 is also within the SOIB and the City's ETJ)

									109833
9938921	106894	112200	111407	1017871	102282	9959272	9942426	9970595	108438
106262	116377	104162	113997	106096	105131	9959271	115021	114644	105330
9938922	9921660	111620	115532	113980	115017	109998	10000096	103606	107173
9938920	9926400	110841	9901148	100742	9967849	106402	9967851	101950	110865
110616	107986	112595	9901147	109968	9972049	105065	108329	114491	105994
107568	9926401	103987	9949742	9903901	9943503	105062	109165	9942427	107826
110608	9926279	107132	115361	111072	9943509	115982	111450	9942428	117107
110224	103458	114677	9907388	9906005	9943508	100025	112667	110323	110334
1011254	103131	116089	9906167	9974405	9943504	105908	114841	107367	111230
10006076	114581	117055	9906004	109939	9943505	109958	9945862	114694	112767
9921656	101184	104763	106691	104774	9949866	109997	9945863	1011829	114054
107653	111294	101948	1012549	108383	9904397	108005	104309	1011830	106527
111441	115698	101947	1012548	9960958	104120	105228	104192	9907316	100021
114864	109116	105069	105125	9960957	101938	114688	9906113	9907317	116055
9942423	9906122	105290	108269	9965557	109083	114780	100019	9906479	106007
9942421	105772	1006488	113257	10005702	109819	101160	111870	108957	111928
114859	101183	101532	117079	9968843	100475	110189	106544	114372	107984
114866	109763	101120	112330	10004615	108336	9935766	111823	110607	100075
115120	101380	106788	111044	10004576	101598	9935765	103643	100509	111070
115177	109117	112126	108784	111825	107906	112835	101278	110771	116331
115175	106762	116419	113190	1018450	113852	104923	101034	113987	112489
9934069	115381	106257	112340	1018449	104098	116295	116205	110386	106173
101422	115904	113175	10005358	1018448	106038	108716	115877	107508	102952
103421	113458	102538	112885	9906003	102968	100370	9970596	108719	106441
9921659	117103	107494	112879	113666	102962	105851	108144	107399	116327

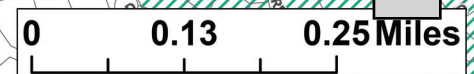
Laurel Park Sphere of Influence



-  Laurel Park Sphere of Influence
-  Laurel Park ETJ
-  Town of Laurel Park Corporate Boundary
-  Other Ineligible Parcels
-  City of Hendersonville
-  City of Hendersonville ETJ
-  Point of Beginning



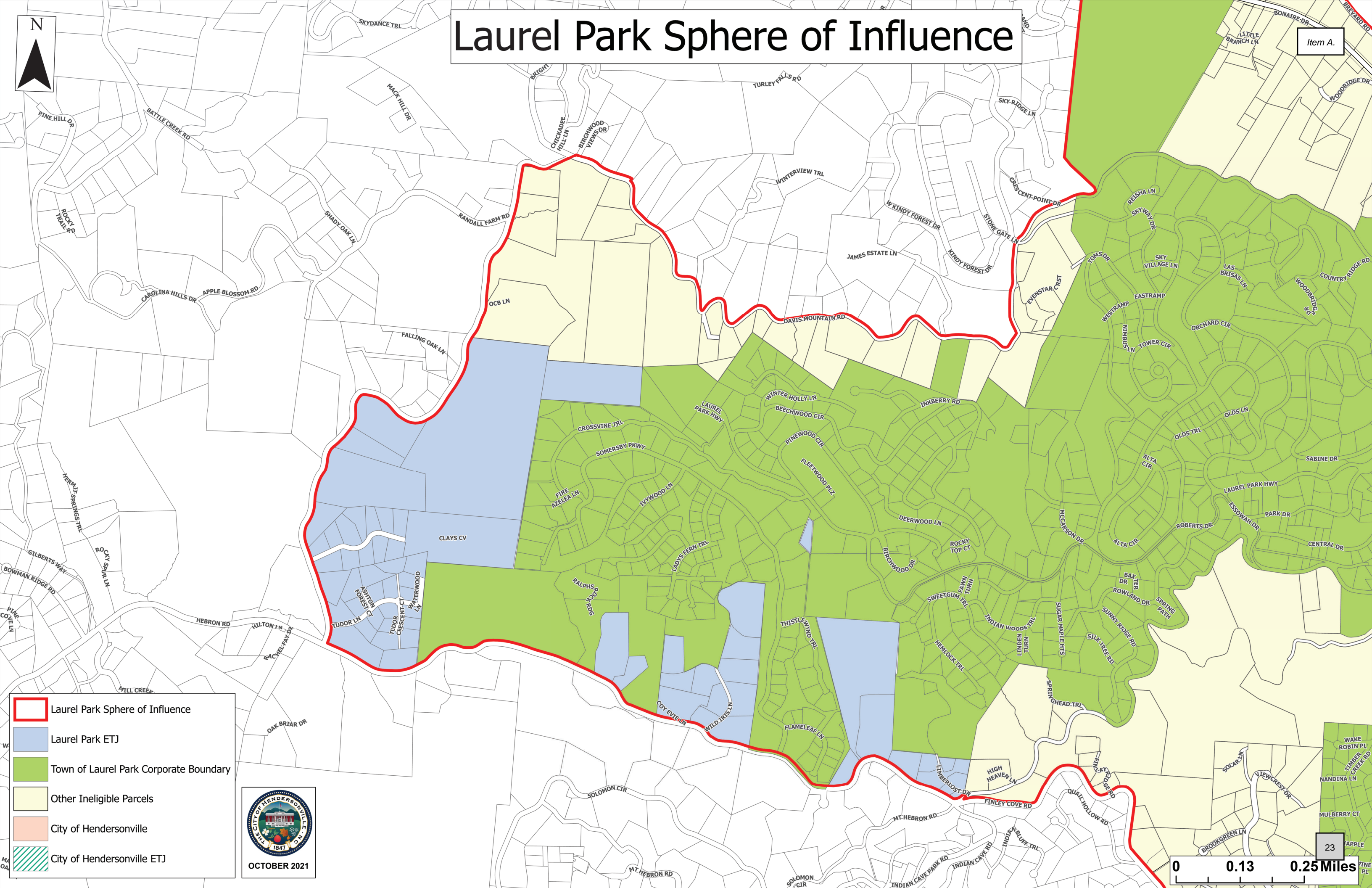
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




Laurel Park Sphere of Influence



Item A.



-  Laurel Park Sphere of Influence
-  Laurel Park ETJ
-  Town of Laurel Park Corporate Boundary
-  Other Ineligible Parcels
-  City of Hendersonville
-  City of Hendersonville ETJ



OCTOBER 2021

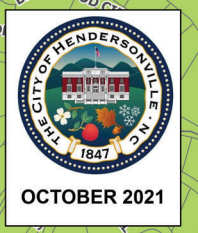
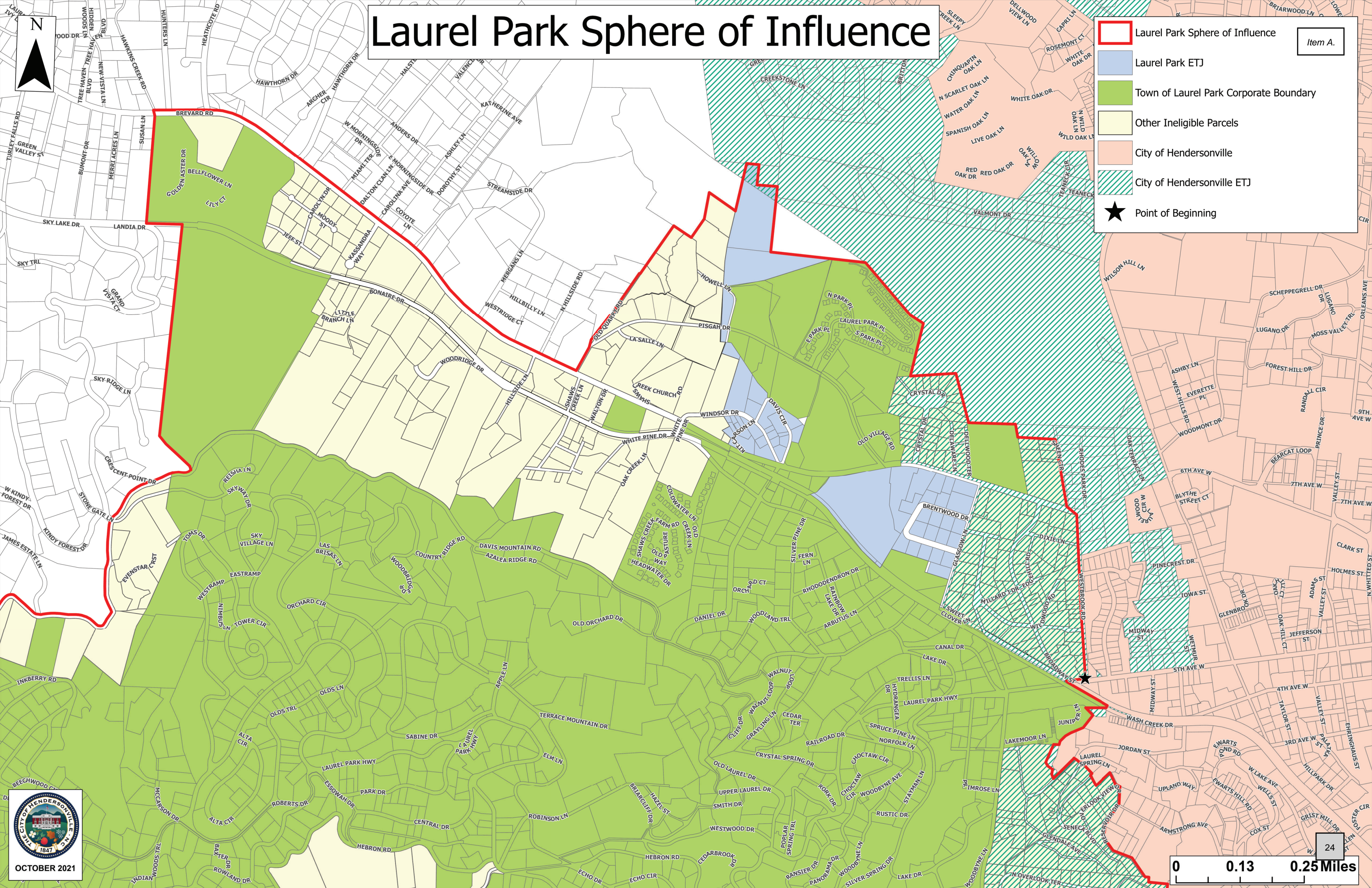
0 0.13 0.25 Miles

Laurel Park Sphere of Influence



Item A.

- Laurel Park Sphere of Influence
- Laurel Park ETJ
- Town of Laurel Park Corporate Boundary
- Other Ineligible Parcels
- City of Hendersonville
- City of Hendersonville ETJ
- Point of Beginning



NOTICE

City of Hendersonville 160 Sixth Avenue East Hendersonville, NC 28792

CITY COUNCIL CITY OF HENDERSONVILLE

SPECIAL CALL MEETING

Monday, November 22, 2021, at 4:00 p.m.

The City of Hendersonville City Council will hold a Special Call Meeting on **Monday, November 22, 2021, at 4:00 p.m.** in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville, NC. The second monthly meeting scheduled for November 24, 2021 has been CANCELED.

The purpose of this meeting is to consider the following:

1. **Public Hearing** – **Laurel Park Sphere of Influence Boundary Annexation Agreement** – *John Connet, City Manager*
2. **Prioritization of ARP Funding** – *Angela S. Beeker, City Attorney*
3. **Acceptance of Dogwood Trust Grant for Hendersonville Connection Center** – *John Connet, City Manager*
4. **Senate Bill 300 Ordinance Amendments** – *Angela S. Beeker, City Attorney*

There will be no general citizen comment period for this meeting. There will be a public hearing comment period for the public hearing only.

The public may also view, listen, or give public hearing comments for this meeting live via ZOOM.

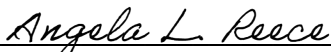
For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City's website by visiting <https://www.hendersonvillenc.gov/events-calendar> and below.

ZOOM <https://zoom.us/join> OR **Dial-in by phone:** (646) 558-8656

Meeting ID: 957 4684 6396

Passcode: 28792

For those wishing to submit digital public hearing comments please visit the City's website or the following link: <https://www.cognitoforms.com/CityOfHendersonville4/digitalpubliccommenthendersonvillecitycouncilmeeting>. It is not necessary to submit digital comments if you plan to address Council in person or virtually during the meeting.



Angela L. Reece
City Clerk

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005 or by email at areece@hvlnc.gov

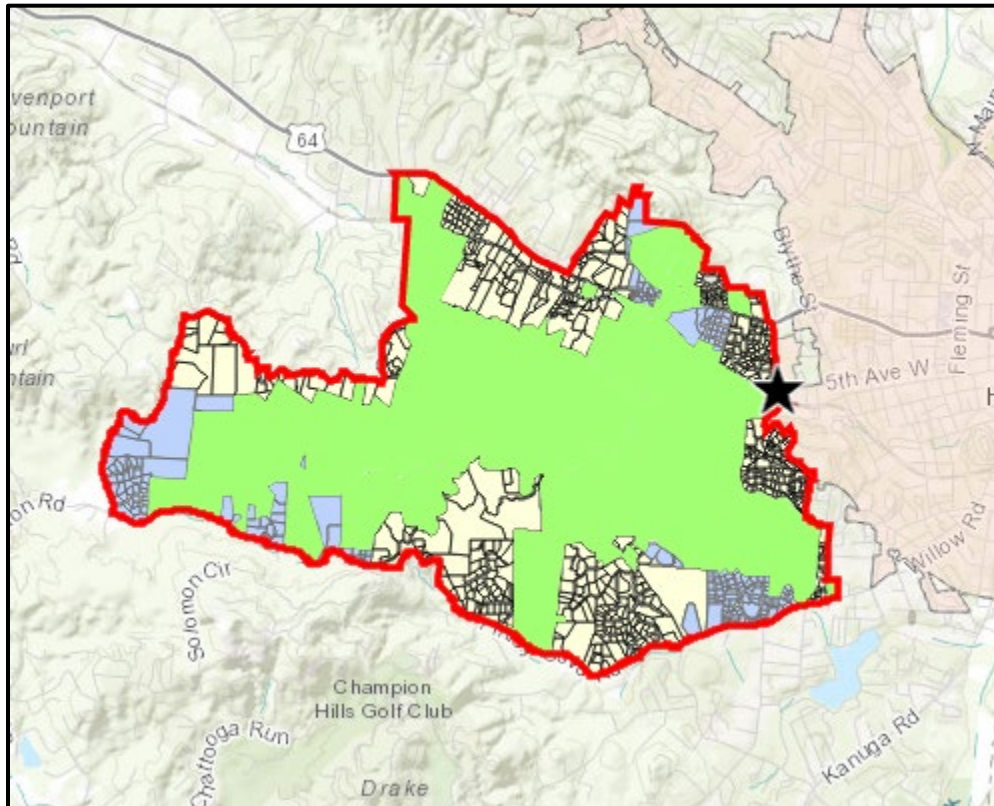
Posted 11/12/2021

<https://www.hendersonvillenc.gov>



Notice of Public Hearing

Notice is hereby given that the City of Hendersonville will hold a public hearing to consider the adoption of an ordinance and resolution to approve a proposed annexation agreement between the City of Hendersonville and the Town of Laurel Park. The proposed agreement provides a sphere of influence boundary (SOIB) for the Town of Laurel Park, and provides that the 1) only the Town of Laurel Park (and not the City of Hendersonville) may annex properties within the SOIB; 2) the Town of Laurel Park may not annex properties lying outside of the SOIB; and 3) The City will not extend sewer services to properties within the SOIB unless they are within the corporate boundaries for Laurel Park. The duration of the agreement is proposed to be five (5) years. Provisions regarding extension of the agreement duration may also be included in the agreement. The proposed SOIB is shown in red below.



The proposed SOIB may also be viewed in more detail on the City of Hendersonville’s website at: <https://hendersonville.maps.arcgis.com/apps/webappviewer/index.html?id=c24c59d42a204fbba49914d4500974f0>. The public hearing will be held at a Special Call Meeting of the City Council on **Monday, November 22, 2021, at 4:00 p.m.** in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville, NC. The public may view, listen, or give public hearing comments for this meeting live via ZOOM. For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City’s website by visiting <https://www.hendersonvillenc.gov/events-calendar> or at **ZOOM** <https://zoom.us/join> OR **Dial-in by phone:** (646) 558-8656, **Meeting ID:** 957 4684 6396, **Passcode:** 28792. For those wishing to submit digital public hearing comments please visit the City’s website or the following link: <https://www.cognitofrms.com/CityOfHendersonville4/digitalpubliccommenthendersonvillecitycouncilmeeting>. It is not necessary to submit digital comments if you plan to address Council in person or virtually during the meeting.

Angela Reece, City Clerk
11/7/2021



**CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY**

SUBMITTER: John Connet **MEETING DATE:** 11/22/2021
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: ARP Funds Presentation – *Administrative Staff*

SUGGESTED MOTION(S):

NA

SUMMARY:

City Attorney Angie Beeker participated in a six day training regarding utilization of the ARP funds. City staff will provide you with updated information on how the money can be spent. We will also be asking you for feedback regarding potential goals and priorities.

BUDGET IMPACT: \$4.5 million

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 11/22/2021

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution Authorizing the Mayor to Execute Grant Agreement with Dogwood Health Trust – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolutions authorizing Mayor Volk to execute the grant agreement with Dogwood Health Trust

SUMMARY:

The City of Hendersonville applied for and receive \$1.5 million to assist with the development of the Hendersonville Connections Center. City staff is asking City Council to approve the grant agreement in order to receive the funds.

BUDGET IMPACT: \$ 1.5 million grant

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Grant Agreement

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF THE DOGWOOD HEALTH TRUST GRANT

WHEREAS, the City of Hendersonville has been awarded a \$1.5 million grant from the Dogwood Health Trust to assist in the development of the Hendersonville Connections Center; and

WHEREAS, the Hendersonville City Council supports the mission of the Hendersonville Connections Center to assist local residents in need; and

WHEREAS, the City proposes to partner with Henderson County, Town of Laurel Park and other municipalities to fund the development of crisis intervention center; and

WHEREAS, the City of Hendersonville will work with the Hendersonville Connections Center and other local governments to ensure the funds are distributed in accordance to all applicable laws and regulations

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The Mayor is authorized to execute the grant agreement between the Dogwood Health Trust and City of Hendersonville and to make all necessary assurances.
2. The City Manager and City Attorney are authorized to develop all necessary agreements to disburse the funds for the development of the Hendersonville Connections Center

Adopted by the City Council of the City of Hendersonville, North Carolina on this 22nd day of November 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a grant (the “**Grant**”) to your organization (“**Grantee**” or “**you**”) in the amount and for the project described in Exhibit A (the “**Project**”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“**Agreement**”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant within 30 days of our receipt of a signed copy.

You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor’s Region. Grantee may not make any changes in the purposes for which the Grant is made or to any budget cost category that exceeds 10% [in a budget year] without the Grantor’s prior written approval.
- 2. Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request stories that illustrate Grantee’s impact – either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee’s work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request.

- 3. Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
- 4. Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:

 - a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
- 5. Re-grants/Earmarking.** Grantee may regrant or loan a part of this grant if and only if such re-grants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Foundation to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.
- 6. No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.

7. Representation and Warranty Regarding Tax Status.

- a. By entering into this Agreement, Grantee represents and warrants that Grantee is ~~exempt from federal income tax under IRC Section 501(c)(3) and is a not a private~~ foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee. (Initial)
- b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
- c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
- d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
- e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.

8. Notice. Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.

9. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.

10. Grant Announcements. Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

11. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
12. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.
13. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
14. **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

19. **Survival.** A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email finance@dht.org or contact your DHT Impact Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

Susan Mims

Susan Mims (Oct 22, 2021 06:48 EDT)

Authorized Signature

Susan Mims, M.D., M.P.H.

Name

Interim CEO

Title

Oct 22, 2021

Date

Accepted on behalf of organization by:

Authorized Signature

Date: _____

Name

Title

EXHIBIT A

Grantee legal name: City of Hendersonville

Tax ID Number: 56-6001242

Type of organization: Government Entity

Organization contact: Mr. John Connet, City Manager

Grant contact: Mr. John Connet, City Manager

Grantee Address:

*City of Hendersonville
160 6th Avenue East
Hendersonville, NC 28792*

Address for payment:

*City of Hendersonville
160 6th Avenue East
Hendersonville, NC 28792*

Signatory Information:

*John Connet
jconnet@hvlnc.gov*

Dogwood Strategic Priority: Housing - ARPA Advantage (100%)

Project title: Hendersonville Connections Center

Project:

This grant will support the City of Hendersonville in establishing the Hendersonville Connections Center, a project that will leverage American Rescue Plan Act funding to create a “one-stop shop” for basic needs and human services for persons experiencing homelessness. The Center will include shower, laundry, and storage facilities; provide healthy food and access to jobs, housing, and services for unmet needs; and connect persons experiencing homelessness with needed resources. Funds will be used for the building purchase, renovations, and other start-up costs to open the Center. The target date to complete construction and open for services is the second or third quarter of 2022.

Grant amount: \$1,500,000.00

Budget:

\$1,500,000 for building purchase, renovations, meditation garden, furnishings/equipment, campaign/project management, and other related costs

Counties served and anticipated allocation:

<i>County</i>	<i>Anticipated Funding Allocation</i>
<i>Avery</i>	<i>0%</i>
<i>Buncombe</i>	<i>0%</i>
<i>Burke</i>	<i>0%</i>
<i>Cherokee</i>	<i>0%</i>
<i>Clay</i>	<i>0%</i>
<i>Qualla Boundary</i>	<i>0%</i>
<i>Graham</i>	<i>0%</i>
<i>Haywood</i>	<i>0%</i>
<i>Henderson</i>	<i>100%</i>
<i>Jackson</i>	<i>0%</i>
<i>Macon</i>	<i>0%</i>
<i>Madison</i>	<i>0%</i>
<i>McDowell</i>	<i>0%</i>
<i>Mitchell</i>	<i>0%</i>
<i>Polk</i>	<i>0%</i>
<i>Rutherford</i>	<i>0%</i>
<i>Swain</i>	<i>0%</i>
<i>Transylvania</i>	<i>0%</i>
<i>Yancey</i>	<i>0%</i>

Outcome measurements:

- *Construction is 100% complete and the Hendersonville Connections Center is open serving Henderson County's most vulnerable residents.*
- *Grantee will monitor and report:*
 - *The number of unduplicated clients who enter the space*
 - *The specific core service those clients utilize (e.g., mail drop, shower, storage, laundry, computer access)*
 - *Number of persons successfully engaged with housing services (and who obtain safe and affordable housing)*
 - *Number of persons successfully engaged with literacy services (and who obtain GED)*
 - *Number of persons successfully engaged with job training services (and who achieve gainful employment)*
 - *Number of persons successfully engaged in recovery (and duration of recovery)*
 - *Number of persons successfully engaged with crisis services, legal services, healthcare, and the results of those engagements*

Reporting Requirements:

Grantee will submit annual reports to Dogwood Health Trust detailing the grant progress and including information on outcome measurements listed above.

Progress Report	Due Date: June 30, 2022
Progress Report	Due Date: June 30, 2023
Progress Report	Due Date: June 30, 2024
Narrative Final Report	Due Date: July 31, 2025
Financial Final Report	Due Date: July 31, 2025

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** November 22, 2021
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Update Regarding Senate Bill 300 – *John Connet, City Manager, Blair Myhand, Chief of Police and Angie Beeker, City Attorney*

SUGGESTED MOTION(S):

NA

SUMMARY:

The North Carolina General Assembly passed Senate Bill 300 during the current legislative session. As part of this criminal justice reform bill, the City will have to make modifications to our Code of Ordinances and Police Department policies. Therefore, we wanted to provide an update of the new requirements.

BUDGET IMPACT: \$NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Senate Bill 300

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

S

D

SENATE BILL 300
Judiciary Committee Substitute Adopted 5/5/21
Judiciary Committee Substitute Adopted 5/11/21
Fourth Edition Engrossed 5/12/21
House Committee Substitute Favorable 7/14/21
PROPOSED HOUSE COMMITTEE SUBSTITUTE S300-PCS35323-SA-35

Short Title: Criminal Justice Reform.

(Public)

Sponsors:

Referred to:

March 16, 2021

1 A BILL TO BE ENTITLED
2 AN ACT TO INCREASE PROTECTIONS, TRAINING, AND OVERSIGHT FOR STATE
3 AND LOCAL LAW ENFORCEMENT OFFICERS; TO CREATE A DECERTIFICATION
4 DATABASE; TO REQUIRE USE OF THE FEDERAL BUREAU OF INVESTIGATION'S
5 NEXT GENERATION IDENTIFICATION SYSTEM AND RAP BACK SERVICE FOR
6 LAW ENFORCEMENT; TO REQUIRE REPORTING RELATED TO GIGLIO
7 MATERIAL; TO EXPAND TRANSPORTATION OF INVOLUNTARY COMMITMENT
8 RESPONDENTS; TO STANDARDIZE LAW ENFORCEMENT OFFICER ENTRY
9 REQUIREMENTS AND ONGOING REQUIREMENTS; TO REQUIRE
10 PSYCHOLOGICAL SCREENINGS OF LAW ENFORCEMENT OFFICERS PRIOR TO
11 CERTIFICATION OR EMPLOYMENT; TO EDUCATE LAW ENFORCEMENT
12 OFFICERS ON MAINTAINING GOOD MENTAL HEALTH, AND TO PROVIDE
13 INFORMATION TO LAW ENFORCEMENT OFFICERS ON MENTAL HEALTH
14 RESOURCES AVAILABLE; TO CREATE A PHYSICAL FITNESS STUDY; TO
15 DECRIMINALIZE CERTAIN LOCAL ORDINANCES AND PROVIDE COMPLIANCE
16 AS A DEFENSE TO AN ORDINANCE VIOLATION; TO MANDATE MISDEMEANOR
17 FIRST APPEARANCES WHEN A DEFENDANT IS IN CUSTODY; TO REQUIRE USE
18 OF THE NATIONAL DECERTIFICATION INDEX MAINTAINED BY THE
19 INTERNATIONAL ASSOCIATION OF DIRECTORS OF LAW ENFORCEMENT
20 STANDARDS AND TRAINING IN THE CERTIFICATION PROCESS FOR CERTIFIED
21 PERSONNEL; TO ESTABLISH A DUTY FOR LAW ENFORCEMENT OFFICERS TO
22 INTERVENE IN AND REPORT EXCESSIVE USE OF FORCE; TO ADDRESS
23 CONSTITUTIONAL ISSUES WITH SATELLITE-BASED MONITORING RAISED IN
24 STATE VERSUS GRADY AND CREATE A PROCESS TO REVIEW WHETHER
25 OFFENDERS SUBJECT TO THAT CASE WHICH WERE REMOVED FROM
26 SATELLITE-BASED MONITORING ARE OTHERWISE ELIGIBLE; TO REMOVE THE
27 STANDARDS COMMISSIONS FROM A NONEXCLUSIVE LIST OF STATE AGENCY
28 LICENSING BOARDS; TO PROTECT LAW ENFORCEMENT OFFICERS; TO AMEND
29 THE LAW TO PROVIDE IMMEDIATE DISCLOSURE OF BODY-WORN CAMERA
30 RECORDINGS RELATED TO DEATH OR SERIOUS BODILY INJURY; AND TO
31 ESTABLISH THE BIPARTISAN NORTH CAROLINA LEGISLATIVE WORKING



1 GROUP TO MAKE RECOMMENDATIONS FOR THE RECODIFICATION OF NORTH
2 CAROLINA'S CRIMINAL LAWS.

3 The General Assembly of North Carolina enacts:
4

5 **PART I. DECERTIFICATION STATEWIDE DATABASE AND PUBLIC LAW**
6 **ENFORCEMENT DATABASE REGULATIONS**

7 **SECTION 1.(a)** Article 1 of Chapter 17C of the General Statutes is amended by
8 adding a new section to read:

9 **"§ 17C-14. Database of law enforcement officer certification suspensions and revocations.**

10 The Commission shall develop and maintain a statewide database accessible to the public on
11 its website that contains all revocations and suspensions of law enforcement officer certifications
12 by the Commission."

13 **SECTION 1.(b)** Chapter 17E of the General Statutes is amended by adding a new
14 section to read:

15 **"§ 17E-14. Database of justice officer certification suspensions and revocations.**

16 The Commission shall develop and maintain a statewide database accessible to the public on
17 its website that contains all revocations and suspensions of justice officer certifications by the
18 Commission."

19 **SECTION 1.(c)** This section becomes effective October 1, 2021.
20

21 **PART II. REQUIRE USE OF THE FEDERAL BUREAU OF INVESTIGATION'S NEXT**
22 **GENERATION IDENTIFICATION (NGI) SYSTEM AND RAP BACK SERVICE**

23 **SECTION 2.(a)** Article 13 of Chapter 143B of the General Statutes is amended by
24 adding a new section to read:

25 **"§ 143B-972.1. Criminal record checks for North Carolina Criminal Justice Education and**
26 **Training Standards Commission and North Carolina Sheriffs' Education and**
27 **Training Standards Commission; fingerprints sent to Federal Bureau of**
28 **Investigation.**

29 (a) The State Bureau of Investigation (SBI) shall provide to the North Carolina Criminal
30 Justice Education and Training Standards Commission and the North Carolina Sheriffs'
31 Education and Training Standards Commission the criminal history of any person who applies
32 for certification or is certified, as a criminal justice officer or justice officer, from the State and
33 National Repositories of Criminal Histories. Each agency employing certified criminal justice
34 officers or justice officers shall provide to the SBI, the fingerprints of any person who applies for
35 certification and certified officers, other identifying information required by the State and
36 National Repositories, and any additional information required by the SBI.

37 (b) The SBI shall conduct a criminal history records check using the fingerprints of the
38 applicants and certified officers, in accordance with 12 NCAC 09B. 0103 and 12 NCAC 10B.
39 0302, and enroll the fingerprints in the Statewide Automated Fingerprint Identification System
40 (SAFIS).

41 (c) In addition to searching the State's criminal history record file, the SBI shall forward
42 a set of fingerprints to the Federal Bureau of Investigation (FBI) for a national criminal history
43 record check. The SBI shall enroll each individual whose fingerprints are received under this
44 section in the Federal Bureau of Investigation's Next Generation Identification (NGI) System and
45 Criminal Justice Record of Arrest and Prosecution Background (Rap Back) Service. The SBI
46 will also notify the certifying Commission of any subsequent arrest of an individual identified
47 through the Rap Back Service.

48 (d) Within 15 business days of receiving notification by either Commission that the
49 individual whose fingerprints have been stored in the State Automated Fingerprint Identification
50 System (SAFIS) pursuant to subsection (b) of this section has withdrawn the application or
51 separated from employment and an Affidavit of Separation has been filed with either

1 Commission, the SBI shall remove the individual's fingerprints from SAFIS and forward a
2 request to the FBI to remove the fingerprints from the NGI System and the Criminal Justice Rap
3 Back Service.

4 (e) The Commissions shall keep all information obtained pursuant to this section
5 confidential."

6 **SECTION 2.(b)** No later than June 30, 2023, all personnel certified by either
7 Commission shall have their fingerprints electronically submitted to the SBI for a state and
8 national criminal history check.

9 **SECTION 2.(c)** This section becomes effective January 1, 2023.

10
11 **PART III. CRITICAL INCIDENT STATEWIDE DATABASE**

12 **SECTION 3.(a)** G.S. 17C-2 reads as rewritten:

13 **"§ 17C-2. Definitions.**

14 Unless the context clearly otherwise requires, the following definitions apply in this Article:

15 ...

16 (3a) Critical incident. – An incident involving any use of force by a law
17 enforcement officer that results in death or serious bodily injury to a person.

18"

19 **SECTION 3.(b)** Article 1 of Chapter 17C of the General Statutes is amended by
20 adding a new section to read:

21 **"§ 17C-15. Database for law enforcement officer critical incident information.**

22 (a) The Division shall develop and maintain a statewide database for use by law
23 enforcement agencies that tracks all critical incident data of law enforcement officers in North
24 Carolina.

25 (b) All law enforcement agencies in the State that employ personnel certified by the
26 Commission shall provide any information requested by the Division to maintain the database
27 required by subsection (a) of this section.

28 (c) Information collected under this section that is confidential under State or federal law
29 shall remain confidential.

30 (d) A law enforcement officer who is reported to the Division as having been involved in
31 a critical incident who disputes being involved in a critical incident has a right, prior to being
32 placed in the database, to request a hearing in superior court for a determination of whether the
33 officer's involvement was properly placed in the database."

34 **SECTION 3.(c)** G.S. 17E-2 reads as rewritten:

35 **"§ 17E-2. Definitions.**

36 Unless the context clearly requires otherwise, the following definitions apply to this Chapter:

37 ...

38 (4) "Critical incident" means an incident involving any use of force by a law
39 enforcement officer that results in death or serious bodily injury to a person."

40 **SECTION 3.(d)** Chapter 17E of the General Statutes is amended by adding a new
41 section to read:

42 **"§ 17E-15. Database for justice officer critical incident information.**

43 (a) The Division shall develop and maintain a statewide database for use by law
44 enforcement agencies that tracks all critical incident data of justice officers in North Carolina.

45 (b) All law enforcement agencies in the State that employ personnel certified by the
46 Commission shall provide any information requested by the Commission to maintain the
47 database required by subsection (a) of this section.

48 (c) Information collected under this section that is confidential under State or federal law
49 shall remain confidential.

50 (d) A justice officer who is reported to the Division as having been involved in a critical
51 incident who disputes being involved in a critical incident has a right, prior to being placed in the

1 database, to request a hearing in superior court for a determination of whether the officer's
2 involvement was properly placed in the database."

3 **SECTION 3.(e)** This section becomes effective October 1, 2021, and applies to
4 critical incidents on or after that date.

5
6 **PART IV. REPORT REQUIREMENT RELATED TO GIGLIO MATERIAL**

7 **SECTION 4.(a)** Article 1 of Chapter 17C of the General Statutes is amended by
8 adding a new section to read:

9 **"§ 17C-16. Requirement to report material relevant to testimony.**

10 (a) Any person who is certified by the Commission or has received a conditional offer of
11 employment and who has been notified that the person may not be called to testify at trial based
12 on bias, interest, or lack of credibility shall report and provide a copy of that notification to the
13 Criminal Justice Standards Division within 30 days of receiving the notification, except as
14 provided in subsection (h) of this section. This requirement shall only apply if the person is
15 notified by one of the following methods:

16 (1) In writing by a superior court judge, district court judge, federal judge, district
17 attorney, assistant district attorney, United States attorney, assistant United
18 States attorney, or the person's agency head.

19 (2) In open court by a superior court judge, district court judge, or federal judge,
20 and documented in a written order.

21 (b) The report to the Division shall be in writing and shall state who notified the person
22 that the person may not be called to testify at trial. A person required to report to the Division
23 under subsection (a) of this section shall make the same report to the person's agency head within
24 30 days of being notified that the person may not be called to testify at trial. An agency head who
25 receives a report that a person in the agency has been notified that they may not be called to
26 testify at trial shall also report the notification to the Division in writing within 30 days of the
27 agency head's receipt of that report.

28 (c) A superior court judge, district court judge, federal judge, district attorney, assistant
29 district attorney, United States attorney, or assistant United States attorney who notifies a person
30 that they may not be called to testify at trial as provided in subsection (a) of this section shall
31 report that notification to the Division and provide a copy of the written document or order within
32 30 days of notifying the person that they may not be called to testify at trial.

33 (d) If the Division transfers to another agency the certification of any person required to
34 report to the Division pursuant to subsection (a) of this section, the Division shall provide written
35 notification to both the head of the new agency and the elected district attorney in the
36 prosecutorial district where the agency is located that the person has been previously notified that
37 the person may not be called to testify at trial. If the new agency receiving notification pursuant
38 to this subsection is a State agency, the Division shall notify the elected district attorney in every
39 prosecutorial district of the State.

40 (e) If any person required to report to the Division pursuant to subsection (a) of this
41 section is subsequently informed in writing that that notification has been rescinded, the person
42 shall provide the Division a copy of that document. The provisions of subsection (d) of this
43 section do not apply if the person required to report pursuant to subsection (a) of this section is
44 subsequently informed in writing that the notification has been rescinded.

45 (f) No later than March 1 each year, the Commission shall report to the Joint Legislative
46 Oversight Committee on Justice and Public Safety regarding the number of individuals for whom
47 the Division received a report required by subsection (a) of this section during the previous
48 calendar year. The report shall include information for each case on whether a final agency
49 decision has been entered pursuant to Chapter 150B of the General Statutes and what action, if
50 any, has been taken against each certification. The report shall not include the name or any other
51 identifying information of any person required to report pursuant to subsection (a) of this section.

1 (g) The reports and notifications received by the Division pursuant to this section shall
2 not be public record.

3 (h) Any person who has received a notification that may meet the reporting requirement
4 provided in subsection (a) of this section may apply for a hearing in superior court for a judicial
5 determination of whether or not the person received a notification that the person may not be
6 called to testify at trial based on bias, interest, or lack of credibility. This hearing is limited to
7 reviewing whether (i) a person who is certified by the Commission or has received a conditional
8 offer of employment, (ii) has been notified in writing by a superior court judge, district court
9 judge, federal judge, district attorney, assistant district attorney, United States attorney, or
10 assistant United States attorney; or notified in open court by a superior court judge, district court
11 judge, or federal judge, and documented in a written order, and (iii) that notification states that
12 the person may not be called to testify at trial based on bias, interest, or lack of credibility, not
13 matters of law or admissibility. The person must provide notice of the hearing to the Division.
14 One extension of 15 days will be added to the 30-day reporting requirement provided in
15 subsection (a) of this section if notice of a hearing is received."

16 **SECTION 4.(b)** Chapter 17E of the General Statutes is amended by adding a new
17 section to read:

18 **"§ 17E-16. Requirement to report material relevant to testimony.**

19 (a) Any person who is certified by the Commission or has received a conditional offer of
20 employment and who has been notified that the person may not be called to testify at trial based
21 on bias, interest, or lack of credibility shall report and provide a copy of that notification to the
22 Justice Officers' Standards Division within 30 days of receiving the notification, except as
23 provided in subsection (h) of this section. This requirement shall only apply if the person is
24 notified by one of the following methods:

25 (1) In writing by a superior court judge, district court judge, federal judge, district
26 attorney, assistant district attorney, United States attorney, assistant United
27 States attorney, or the person's agency head.

28 (2) In open court by a superior court judge, district court judge, or federal judge
29 and documented in a written order.

30 (b) The report to the Division shall be in writing and shall state who notified the person
31 that the person may not be called to testify at trial. A person required to report to the Division
32 under subsection (a) of this section shall make the same report to the person's agency head within
33 30 days of being notified that the person may not be called to testify at trial. An agency head who
34 receives a report that a person in the agency has been notified that they may not be called to
35 testify at trial shall also report the notification to the Division in writing within 30 days of the
36 agency head's receipt of that report.

37 (c) A superior court judge, district court judge, federal judge, district attorney, assistant
38 district attorney, United States attorney, or assistant United States attorney who notifies a person
39 that they may not be called to testify at trial as provided in subsection (a) of this section shall
40 report that notification to the Division and provide a copy of the written document or order within
41 30 days of notifying the person that they may not be called to testify at trial.

42 (d) If the Division transfers to another agency the certification of any person required to
43 report to the Division pursuant to subsection (a) of this section, the Division shall provide written
44 notification to both the head of the new agency and the elected district attorney in the
45 prosecutorial district where the agency is located that the person has been previously notified that
46 the person may not be called to testify at trial. If the new agency receiving notification pursuant
47 to this subsection is a State agency, the Division shall notify the elected district attorney in every
48 prosecutorial district of the State.

49 (e) If any person required to report to the Division pursuant to subsection (a) of this
50 section is subsequently informed in writing that that notification has been rescinded, the person
51 shall provide the Division a copy of that document. The provisions of subsection (d) of this

1 section do not apply if the person required to report pursuant to subsection (a) of this section is
2 subsequently informed in writing that the notification has been rescinded.

3 (f) No later than March 1 each year, the Commission shall report to the Joint Legislative
4 Oversight Committee on Justice and Public Safety regarding the number of individuals for whom
5 the Division received a report required by subsection (a) of this section during the previous
6 calendar year. The report shall include information for each case on whether a final agency
7 decision has been entered pursuant to Chapter 150B of the General Statutes and what action, if
8 any, has been taken against each certification. The report shall not include the name or any other
9 identifying information of any person required to report pursuant to subsection (a) of this section.

10 (g) The reports and notifications received by the Division pursuant to this section shall
11 not be public record.

12 (h) Any person who has received a notification that may meet the reporting requirement
13 provided in subsection (a) of this section may apply for a hearing in superior court for a judicial
14 determination of whether or not the person received a notification that the person may not be
15 called to testify at trial based on bias, interest, or lack of credibility. This hearing is limited to
16 reviewing whether (i) a person who is certified by the Commission or has received a conditional
17 offer of employment, (ii) has been notified in writing by a superior court judge, district court
18 judge, federal judge, district attorney, assistant district attorney, United States attorney, or
19 assistant United States attorney; or notified in open court by a superior court judge, district court
20 judge, or federal judge, and documented in a written order, and (iii) that notification states that
21 the person may not be called to testify at trial based on bias, interest, or lack of credibility, not
22 matters of law or admissibility. The person must provide notice of the hearing to the Division.
23 One extension of 15 days will be added to the 30-day reporting requirement provided in
24 subsection (a) of this section if notice of a hearing is received."

25 **SECTION 4.(c)** This section becomes effective October 1, 2021, and applies to
26 notifications received prior to, on, or after that date by persons required to report pursuant to this
27 act.

29 **PART V. REQUIRE CERTAIN MINIMUM LAW ENFORCEMENT OFFICER** 30 **STANDARDS**

31 **SECTION 5.(a)** The Criminal Justice Education and Training Standards
32 Commission and the Sheriffs' Education and Training Standards Commission shall jointly
33 develop uniform, statewide minimum standards for law enforcement officers and justice officers
34 and adopt these standards as rules.

35 **SECTION 5.(b)** Each Commission shall report the standards developed pursuant to
36 subsection (a) of this section to the Joint Legislative Oversight Committee on Justice and Public
37 Safety no later than December 31, 2021.

38 **SECTION 5.(c)** Each Commission may adopt temporary rules under G.S. 150B-21.1
39 to comply with this section and shall adopt permanent rules to comply with this section by
40 December 31, 2022.

42 **PART VI. TRANSPORTATION OF INVOLUNTARY COMMITMENT** 43 **RESPONDENTS**

44 **SECTION 6.(a)** G.S. 122C-251(f) reads as rewritten:

45 "(f) Notwithstanding the provisions of subsections (a), (b), and (c) of this section, a clerk,
46 a magistrate, or a district court judge, where applicable, may authorize either a health care
47 provider of the respondent or the family or immediate friends of the respondent, if they so request,
48 to transport the respondent in accordance with the procedures of this Article. This authorization
49 shall only be granted in cases where the danger to the public, the health care provider of the
50 respondent, the family or friends of the respondent, or the respondent himself or herself is not

1 substantial. The health care provider of the respondent or the family or immediate friends of the
 2 respondent shall bear the costs of providing this transportation."

3 **SECTION 6.(b)** This section becomes effective October 1, 2021, and applies to
 4 custody orders issued on or after that date.

5
 6 **PART VII. LAW ENFORCEMENT OFFICER ENTRY REQUIREMENTS, ONGOING**
 7 **REQUIREMENTS, AND CREATE A PHYSICAL FITNESS STUDY**

8 **SECTION 7.(a)** G.S. 17C-6(a) reads as rewritten:

9 "(a) In addition to powers conferred upon the Commission elsewhere in this Article, the
 10 Commission shall have the following powers, which shall be enforceable through its rules and
 11 regulations, certification procedures, or the provisions of G.S. 17C-10:

12 ...

13 (2) Establish minimum educational and training standards that must be met in
 14 order to qualify for entry level employment and retention as a criminal justice
 15 officer in temporary or probationary status or in a permanent position. The
 16 standards for entry level employment shall include all of the following:

17 ...

18 c. Education and training to develop knowledge and increase awareness
 19 of effective mental health and wellness strategies for criminal justice
 20 officers.

21 ...

22 (14) Establish minimum standards for in-service training for criminal justice
 23 officers. In-service training standards shall include all of the following:

24 ...

25 c. Training to develop knowledge and increase awareness of effective
 26 mental health and wellness strategies for criminal justice officers. The
 27 standards established shall include two hours of training on this issue
 28 every three years.

29"

30 **SECTION 7.(b)** G.S. 17E-4(a) reads as rewritten:

31 "(a) The Commission shall have the following powers, duties, and responsibilities, which
 32 are enforceable through its rules and regulations, certification procedures, or the provisions of
 33 G.S. 17E-8 and G.S. 17E-9:

34 ...

35 (2) Establish minimum educational and training standards that may be met in
 36 order to qualify for entry level employment as an officer in temporary or
 37 probationary status or in a permanent position. The standards for entry level
 38 employment of officers shall include all of the following:

39 ...

40 c. Education and training to develop knowledge and increase awareness
 41 of effective mental health and wellness strategies for justice officers.

42 ...

43 (11) Establish minimum standards for in-service training for justice officers.
 44 In-service training standards shall include all of the following:

45 ...

46 c. Training to develop knowledge and increase awareness of effective
 47 mental health and wellness strategies for justice officers. The
 48 standards established shall include two hours of training on this issue
 49 every three years.

50"

51 **SECTION 7.(c)** G.S. 17C-10(c) reads as rewritten:

1 "(c) In addition to the requirements of subsection (b) of this section, the Commission, by
2 rules and regulations, shall fix other qualifications for the employment, training, and retention of
3 criminal justice officers including minimum age, education, physical and mental standards,
4 citizenship, good moral character, experience, and such other matters as relate to the competence
5 and reliability of persons to assume and discharge the responsibilities of criminal justice officers,
6 ~~and the officers.~~ The Commission shall prescribe the means for presenting evidence of fulfillment
7 of these requirements. The Commission shall require the administration of a psychological
8 screening examination, including a face-to-face, in-person interview conducted by a licensed
9 psychologist, to determine the criminal justice officer's psychological suitability to properly
10 fulfill the responsibilities of the criminal justice officer. If face-to-face, in-person is not
11 practicable, the face-to-face evaluation can be virtual as long as both the audio and video allow
12 for a professional clinical evaluation in a clinical environment. The psychological screening
13 examination shall be given (i) prior to the initial certification or (ii) prior to the criminal justice
14 officer performing any action requiring certification by the Commission.

15 Where minimum educational standards are not met, yet the individual shows potential and a
16 willingness to achieve the standards by extra study, they may be waived by the Commission for
17 the reasonable amount of time it will take to achieve the standards required. Such an educational
18 waiver shall not exceed 12 months."

19 **SECTION 7.(d)** G.S. 17E-7(c) reads as rewritten:

20 "(c) In addition to the requirements of subsection (b) of this section, the Commission, by
21 rules and regulations, may fix other qualifications for the employment and retention of justice
22 officers including minimum age, education, physical and mental standards, citizenship, good
23 moral character, experience, and such other matters as relate to the competence and reliability of
24 persons to assume and discharge the responsibilities of the ~~office,~~ and the office. The
25 Commission shall prescribe the means for presenting evidence of fulfillment of these
26 requirements. The Commission shall require the administration of a psychological screening
27 examination, including a face-to-face, in-person interview conducted by a licensed psychologist,
28 to determine the justice officer's psychological suitability to properly fulfill the responsibilities
29 of the justice officer. If face-to-face, in-person is not practicable, the face-to-face evaluation can
30 be virtual as long as both the audio and video allow for a professional clinical evaluation in a
31 clinical environment. The psychological screening examination shall be given (i) prior to the
32 initial certification or (ii) prior to the criminal justice officer performing any action requiring
33 certification by the Commission.

34 Where minimum educational standards are not met, yet the individual shows potential and a
35 willingness to achieve the standards by extra study, they may be waived by the Commission for
36 the reasonable amount of time it will take to achieve the standards required. Upon petition from
37 a sheriff, the Commission may grant a waiver of any provisions of this section (17E-7) for any
38 justice officer serving that sheriff."

39 **SECTION 7.(e)** In developing the standards and training required by subsections (a)
40 and (b) of this section, the North Carolina Criminal Justice Education and Training Standards
41 Commission and the North Carolina Sheriffs' Education and Training Standards Commission are
42 encouraged to adopt standards that provide training conducted by mental health professionals
43 and through face-to-face instruction.

44 **SECTION 7.(f)** The North Carolina Criminal Justice Education and Training
45 Standards Commission and the North Carolina Sheriffs' Education and Training Standards
46 Commission shall regularly provide information on any statewide mental health resources
47 specifically available to criminal justice officers or justice officers to all criminal justice agencies
48 or departments in the State that employ officers certified by either Commission.

49 **SECTION 7.(g)** All criminal justice agencies or departments in the State that employ
50 criminal justice officers certified by the North Carolina Criminal Justice Education and Training
51 Standards Commission or justice officers certified by the North Carolina Sheriffs' Education and

1 Training Standards Commission shall coordinate with the appropriate local management
2 entity/managed care organization (LME/MCO) or prepaid health plan, as defined under
3 G.S. 108D-1, to make information on State and local mental health resources and programs easily
4 available to all employees and develop policies to encourage employees to utilize the resources
5 available.

6 **SECTION 7.(h)** The North Carolina Criminal Justice Education and Training
7 Standards Commission and the North Carolina Sheriffs' Education and Training Standards
8 Commission shall jointly study the benefits, if any, of requiring physical fitness testing
9 throughout the career of a law enforcement officer, and shall also study whether that testing, if
10 required, should be incrementally adjusted based upon the age of the law enforcement officer,
11 and report to the Joint Legislative Oversight Committee on Justice and Public Safety no later
12 than March 31, 2022.

13 **SECTION 7.(i)** The North Carolina Criminal Justice Education and Training
14 Standards Commission and the North Carolina Sheriffs' Education and Training Standards
15 Commission shall implement the requirements of subsections (a) through (d) of this section no
16 later than January 1, 2022. The requirements of subsections (c) and (d) of this section shall apply
17 to certifications issued and employees entering employment on or after the implementation date
18 of those requirements.

19 **SECTION 7.(j)** Subsections (a) through (d) of this section become effective January
20 1, 2022, and apply to applications for law enforcement certification filed on or after that date.
21 The remainder of this section is effective when it becomes law.
22

23 **PART VIII. DEVELOPMENT OF EARLY WARNING SYSTEMS**

24 **SECTION 8.(a)** Chapter 17A of the General Statutes is amended by adding a new
25 section to read:

26 **"§ 17A-10. Development of law enforcement early warning system.**

27 (a) Every agency in the State that employs personnel certified by the North Carolina
28 Criminal Justice Education and Training Standards Commission or the North Carolina Sheriffs'
29 Education and Training Standards Commission shall develop and implement an early warning
30 system to document and track the actions and behaviors of law enforcement officers for the
31 purpose of intervening and improving performance. The early warning system required by this
32 section shall include information, at a minimum, regarding the following:

33 (1) Instances of the discharge of a firearm.

34 (2) Instances of use of force.

35 (3) Vehicle collisions.

36 (4) Citizen complaints.

37 (b) Information collected under this section that is confidential under State or federal law
38 shall remain confidential.

39 (c) For purposes of this section, "law enforcement officer" means any sworn law
40 enforcement officers with the power of arrest, both State and local."

41 **SECTION 8.(b)** This section becomes effective December 1, 2021, and applies to
42 actions and behaviors on or after that date.
43

44 **PART IX. LAW ENFORCEMENT AGENCY BEST PRACTICES RECRUITING GUIDE**

45 **SECTION 9.(a)** The North Carolina Criminal Justice Education and Training
46 Standards Commission and the North Carolina Sheriffs' Education and Training Standards
47 Commission shall jointly develop a best practices guide to help law enforcement agencies recruit
48 and retain a diverse workforce.

49 **SECTION 9.(b)** The North Carolina Criminal Justice Education and Training
50 Standards Commission and the North Carolina Sheriffs' Education and Training Standards
51 Commission shall report to the Joint Legislative Oversight Committee on Justice and Public

1 Safety no later than April 1, 2022, regarding the best practices guide required by subsection (a)
2 of this section.

3
4 **PART X. INVESTIGATIONS OF OFFICER-INVOLVED DEATHS**

5 **SECTION 10.(a)** G.S. 143B-919 is amended by adding a new subsection to read:

6 "(b1) The Bureau shall, upon request of the Governor or a sheriff, chief of police, head of
7 a State law enforcement agency, district attorney, or the Commissioner of Prisons, investigate
8 and prepare evidence in the event of any of the following:

9 (1) A sworn law enforcement officer with the power to arrest uses force against
10 an individual in the performance of the officer's duties that results in the death
11 of the individual.

12 (2) An individual in the custody of the Department of Public Safety, a State
13 prison, a county jail, or a local confinement facility, regardless of the physical
14 location of the individual, dies."

15 **SECTION 10.(b)** This section becomes effective October 1, 2021.

16
17 **PART XI. MANDATORY IN-SERVICE TRAINING FOR LAW ENFORCEMENT**
18 **OFFICERS**

19 **SECTION 11.(a)** G.S. 17C-6(a), as amended by Section 7 of this act, reads as
20 rewritten:

21 "(a) In addition to powers conferred upon the Commission elsewhere in this Article, the
22 Commission shall have the following powers, which shall be enforceable through its rules and
23 regulations, certification procedures, or the provisions of G.S. 17C-10:

24 ...

25 (14) Establish minimum standards for in-service training for criminal justice
26 officers. In-service training standards for sworn law enforcement officers shall
27 include all of the ~~following:~~following training topics:

28 a. ~~Training in response~~ Response to, and investigation of, domestic
29 violence cases, as well as training investigation for evidence-based
30 prosecutions.

31 b. ~~Training on juvenile~~ Juvenile justice issues, including (i) the handling
32 and processing of juvenile matters for referrals, diversion, arrests, and
33 detention; (ii) best practices for handling incidents involving juveniles;
34 (iii) adolescent development and psychology; and (iv) promoting
35 relationship building with youth as a key to delinquency prevention.

36 c. Ethics.

37 d. Mental health for criminal justice officers.

38 e. Community policing.

39 f. Minority sensitivity.

40 g. Use of force.

41 h. The duty to intervene and report.

42"

43 **SECTION 11.(b)** G.S. 17E-4(a), as amended by Section 7 of this act, reads as
44 rewritten:

45 "(a) The Commission shall have the following powers, duties, and responsibilities, which
46 are enforceable through its rules and regulations, certification procedures, or the provisions of
47 G.S. 17E-8 and G.S. 17E-9:

48 ...

49 (11) Establish minimum standards for in-service training for justice officers.
50 In-service training standards for sworn law enforcement officers shall include
51 all of the ~~following:~~following training topics:

- 1 a. ~~Training in response~~ Response to, and investigation of, domestic
- 2 violence cases, as well as training in investigation for evidence-based
- 3 prosecutions. For purposes of the domestic violence training
- 4 requirement, the term "justice officer" shall include those defined in
- 5 G.S. 17E-2(3)a., except that the term shall not include "special deputy
- 6 sheriffs" as defined in G.S. 17E-2(3)a.
- 7 b. ~~Training on juvenile~~ Juvenile justice issues, including (i) the handling
- 8 and processing of juvenile matters for referrals, diversion, arrests, and
- 9 detention; (ii) best practices for handling incidents involving juveniles;
- 10 (iii) adolescent development and psychology; and (iv) promoting
- 11 relationship building with youth as a key to delinquency prevention.
- 12 c. Ethics.
- 13 d. Mental health for justice officers.
- 14 e. Community policing.
- 15 f. Minority sensitivity.
- 16 g. Use of force.
- 17 h. The duty to intervene and report.

18"

19 **SECTION 11.(c)** This section becomes effective January 1, 2022.

20
 21 **PART XII. EXEMPT CHANGES TO LAW ENFORCEMENT IN-SERVICE TRAINING**
 22 **STANDARDS FROM RULEMAKING**

23 **SECTION 12.(a)** G.S. 150B-1(d) reads as rewritten:

24 "(d) Exemptions from Rule Making. – Article 2A of this Chapter does not apply to the
 25 following:

- 26 ...
- 27 (6a) The Criminal Justice Education and Training Standards Commission with
- 28 respect to establishing minimum standards for in-service training for criminal
- 29 justice officers under G.S. 17C-6(a)(14).
- 30 (6b) The Sheriffs' Education and Training Standards Commission with respect to
- 31 establishing minimum standards for in-service training for justice officers
- 32 under G.S. 17E-4(a)(11).

33"

34 **SECTION 12.(b)** This section is effective when it becomes law.

35
 36 **PART XIII. DECRIMINALIZATION OF CERTAIN ORDINANCES**

37 **SECTION 13.(a)** G.S. 153A-123 reads as rewritten:

38 "**§ 153A-123. Enforcement of ordinances.**

39 ...

40 (b) ~~Unless the board of commissioners has provided otherwise, Except for the types of~~
 41 ordinances listed in subsection (b1) of this section, violation of a county ordinance is may be a
 42 misdemeanor or infraction as provided by G.S. 14-4. G.S. 14-4 only if the county specifies such
 43 in the ordinance. An ordinance may provide by express statement that the maximum fine, term
 44 of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or
 45 number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 153A-45,
 46 no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first
 47 introduced.

48 (b1) No ordinance of the following types may impose a criminal penalty:

- 49 (1) Any ordinance adopted under Article 18 of this Chapter, Planning and
- 50 Regulation of Development or, its successor, Chapter 160D of the General
- 51 Statutes, except for those ordinances related to unsafe buildings.

- 1 (2) Any ordinance adopted pursuant to G.S. 153A-134, Regulating and licensing
- 2 businesses, trades, etc.
- 3 (3) Any ordinance adopted pursuant to G.S. 153A-138, Registration of mobile
- 4 homes, house trailers, etc.
- 5 (4) Any ordinance adopted pursuant to G.S. 153A-140.1, Stream-clearing
- 6 programs.
- 7 (5) Any ordinance adopted pursuant to G.S. 153A-143, Regulation of outdoor
- 8 advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- 9 (6) Any ordinance adopted pursuant to G.S. 153A-144, Limitations on regulating
- 10 solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- 11 (7) Any ordinance adopted pursuant to G.S. 153A-145, Limitations on regulating
- 12 cisterns and rain barrels.
- 13 (8) Any ordinance regulating trees.

14 "

15 **SECTION 13.(b)** G.S. 160A-175 reads as rewritten:

16 "**§ 160A-175. Enforcement of ordinances.**

17 ...

18 (b) ~~Unless the Council shall otherwise provide, Except for the types of ordinances listed~~
 19 in subsection (b1) of this section, violation of a city ordinance is may be a misdemeanor or
 20 infraction as provided by G.S. 14-4. G.S. 14-4 only if the city specifies such in the ordinance. An
 21 ordinance may provide by express statement that the maximum fine, term of imprisonment, or
 22 infraction penalty to be imposed for a violation is some amount of money or number of days less
 23 than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance
 24 specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

25 (b1) No ordinance of the following types may impose a criminal penalty:

- 26 (1) Any ordinance adopted under Article 19 of this Chapter, Planning and
- 27 Regulation of Development, or its successor, Chapter 160D of the General
- 28 Statutes, except for those ordinances related to unsafe buildings.
- 29 (2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing
- 30 programs.
- 31 (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing
- 32 businesses, trades, etc.
- 33 (4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor
- 34 advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- 35 (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating
- 36 solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- 37 (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating
- 38 cisterns and rain barrels.
- 39 (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.
- 40 (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.
- 41 (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.
- 42 (10) Any ordinance regulating trees.

43 "

44 **SECTION 13.(c)** G.S. 14-4 reads as rewritten:

45 "**§ 14-4. Violation of local ordinances misdemeanor.**

46 (a) ~~Except as provided in subsection (b), (b) or (c) of this section,~~ if any person shall
 47 violate an ordinance of a county, city, town, or metropolitan sewerage district created under
 48 Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not
 49 more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the
 50 ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).

1 (b) If any person shall violate an ordinance of a county, city, or town regulating the
2 operation or parking of vehicles, he shall be responsible for an infraction and shall be required to
3 pay a penalty of not more than fifty dollars (\$50.00).

4 (c) A person may not be found responsible or guilty of a local ordinance violation
5 punishable pursuant to subsection (a) of this section if, when tried for that violation, the person
6 produces proof of compliance with the local ordinance through any of the following:

7 (1) No new alleged violations of the local ordinance within 30 days from the date
8 of the initial alleged violation.

9 (2) The person provides proof of a good-faith effort to seek assistance to address
10 any underlying factors related to unemployment, homelessness, mental health,
11 or substance abuse that might relate to the person's ability to comply with the
12 local ordinance."

13 **SECTION 13.(d)** This section becomes effective December 1, 2021, and applies to
14 offenses and violations committed on or after that date.

15
16 **PART XIV. REQUIRE MANDATORY FIRST APPEARANCE FOR MISDEMEANORS**
17 **WHEN DEFENDANT IS IN CUSTODY AND REQUIRE FIRST APPEARANCE FOR**
18 **ALL CHARGES WHEN DEFENDANT IS IN CUSTODY TO BE HELD WITHIN**
19 **SEVENTY-TWO HOURS**

20 **SECTION 14.(a)** G.S. 15A-601 reads as rewritten:

21 "**~~§ 15A-601. First appearance before a district court judge; right in felony and other cases~~**
22 **~~in original jurisdiction of superior court; consolidation of first appearance~~**
23 **~~before magistrate and before district court judge; first appearance before clerk~~**
24 **~~of superior court; use of two-way audio and video transmission.~~**

25 (a) Any defendant charged in a magistrate's order under G.S. 15A-511 or criminal
26 process under Article 17 of this Chapter, Criminal Process, with a crime in the original
27 jurisdiction of the superior court must be brought before a district court judge in the district court
28 district as defined in G.S. 7A-133 in which the crime is charged to have been committed. This
29 first appearance before a district court judge is not a critical stage of the proceedings against the
30 defendant.

31 Any defendant charged in a magistrate's order under G.S. 15A-511 or criminal process under
32 Article 17 of this Chapter, Criminal Process, with a misdemeanor offense and held in custody
33 must be brought before a district court judge in the district court district as defined in G.S. 7A-133
34 in which the crime is charged to have been committed. This first appearance before a district
35 court judge is not a critical stage of the proceedings against the defendant.

36 ...

37 (b) When a district court judge conducts an initial appearance as provided in
38 G.S. 15A-511, ~~he~~ the judge may consolidate those proceedings and the proceedings under this
39 Article.

40 (c) Unless the defendant is released pursuant to Article 26 of this Chapter, Bail, first
41 appearance before a district court judge must be held within ~~96-72~~ hours after the defendant is
42 taken into custody or at the first regular session of the district court in the county, whichever
43 occurs first. If the defendant is not taken into custody, or is released pursuant to Article 26 of this
44 Chapter, Bail, within ~~96-72~~ hours after being taken into custody, first appearance must be held at
45 the next session of district court held in the county. This subsection does not apply to a defendant
46 whose first appearance before a district court judge has been set in a criminal summons pursuant
47 to G.S. 15A-303(d).

48 ...

49 (e) The clerk of the superior court in the county in which the defendant is taken into
50 custody may conduct a first appearance as provided in this Article if a district court judge is not
51 available in the county within ~~96-72~~ hours after the defendant is taken into custody. A magistrate

1 may conduct the first appearance if the clerk is not available. The clerk, clerk or magistrate, in
 2 conducting a first appearance, shall proceed under this Article as would a district court judge."

3 **SECTION 14.(b)** This section becomes effective December 1, 2021, and applies to
 4 criminal processes served on or after that date.

5
 6 **PART XV. REQUIRE USE OF THE NATIONAL DECERTIFICATION INDEX**
 7 **MAINTAINED BY THE INTERNATIONAL ASSOCIATION OF DIRECTORS OF LAW**
 8 **ENFORCEMENT STANDARDS AND TRAINING IN THE CERTIFICATION**
 9 **PROCESS FOR CERTIFIED PERSONNEL**

10 **SECTION 15.(a)** G.S. 17C-6(a) reads as rewritten:

11 "(a) In addition to powers conferred upon the Commission elsewhere in this Article, the
 12 Commission shall have the following powers, which shall be enforceable through its rules and
 13 regulations, certification procedures, or the provisions of G.S. 17C-10:

14 ...

15 (21) Search the National Decertification Index (NDI) maintained by the
 16 International Association of Directors of Law Enforcement Standards and
 17 Training (IADLEST) using the name of every applicant for certification or
 18 applicant for lateral transfer, and any other personal identifying information
 19 necessary to complete the search, and shall utilize any record of conviction of
 20 a criminal offense received as a result of the search during the application and
 21 lateral transfer process to determine if the applicant has any record that would
 22 disqualify the applicant for certification."

23 **SECTION 15.(b)** G.S. 17E-4(a) reads as rewritten:

24 "(a) The Commission shall have the following powers, duties, and responsibilities, which
 25 are enforceable through its rules and regulations, certification procedures, or the provisions of
 26 G.S. 17E-8 and G.S. 17E-9:

27 ...

28 (17) Search the National Decertification Index (NDI) maintained by the
 29 International Association of Directors of Law Enforcement Standards and
 30 Training (IADLEST) using the name of every applicant for certification or
 31 applicant for lateral transfer, and any other personal identifying information
 32 necessary to complete the search, and shall utilize any record of conviction of
 33 a criminal offense received as a result of the search during the application and
 34 lateral transfer process to determine if the applicant has any record that would
 35 disqualify the applicant for certification.

36"

37 **SECTION 15.(c)** This section becomes effective October 1, 2021, and applies to
 38 applications for certification submitted on or after that date.

39
 40 **PART XVI. ESTABLISH A DUTY FOR LAW ENFORCEMENT OFFICERS TO**
 41 **INTERVENE IN AND REPORT EXCESSIVE USE OF FORCE**

42 **SECTION 16.(a)** G.S. 15A-401 is amended by adding a new subsection to read:

43 "(d1) Duty to Intervene and Report Excessive Use of Force. – A law enforcement officer,
 44 while in the line of duty, who observes another law enforcement officer use force against another
 45 person that the observing officer reasonably believes exceeds the amount of force authorized by
 46 subsection (d) of this section and who possesses a reasonable opportunity to intervene, shall, if
 47 it is safe to do so, attempt to intervene to prevent the use of excessive force. Additionally, the
 48 observing officer shall, within a reasonable period of time not to exceed 72 hours thereafter,
 49 report what the officer reasonably believes to be an unauthorized use of force to a superior law
 50 enforcement officer within the agency of the observing officer, even if the observing officer did
 51 not have a reasonable opportunity to intervene. If the head of the law enforcement agency of the

1 observing officer was involved or present during what the observing officer reasonably believes
 2 to be unauthorized use of force, the observing officer shall make the report to the highest ranking
 3 law enforcement officer of that officer's agency who was not involved in or present during the
 4 use of force."

5 **SECTION 16.(b)** This section becomes effective December 1, 2021, and applies to
 6 uses of force that occur on or after that date.

7
 8 **PART XVII. REMOVE THE STANDARDS COMMISSIONS FROM A**
 9 **NONEXCLUSIVE LIST OF STATE AGENCY LICENSING BOARDS**

10 **SECTION 17.(a)** G.S. 93B-1(3)e. is repealed.

11 **SECTION 17.(b)** This section becomes effective December 1, 2021.

12
 13 **PART XVIII. ADDRESS CONSTITUTIONAL ISSUES WITH SATELLITE-BASED**
 14 **MONITORING RAISED IN STATE V. GRADY AND CREATE A PROCESS TO**
 15 **REVIEW WHETHER OFFENDERS SUBJECT TO THAT CASE WHICH WERE**
 16 **REMOVED FROM SATELLITE-BASED MONITORING ARE OTHERWISE**
 17 **ELIGIBLE**

18 **SECTION 18.(a)** Part V of Article 27A of Chapter 14 of the General Statutes is
 19 amended by adding a new section to read:

20 **"§ 14-208.39. Legislative finding of efficacy.**

21 The General Assembly finds that empirical and statistical reports such as the 2015 California
 22 Study, "Does GPS Improve Recidivism among High Risk Sex Offenders? Outcomes for
 23 California's GPS Pilot for High Risk Sex Offender Parolees," show that sex offenders monitored
 24 with the global positioning system (GPS) are less likely than other sex offenders to receive a
 25 violation for committing a new crime, and that offenders monitored by GPS demonstrated
 26 significantly better outcomes for both increasing compliance and reducing recidivism. It is the
 27 intent of the General Assembly to protect the public from victimization. Therefore, the General
 28 Assembly recognizes that the GPS monitoring program is an effective tool to deter criminal
 29 behavior among sex offenders."

30 **SECTION 18.(b)** G.S. 14-208.6 reads as rewritten:

31 **"§ 14-208.6. Definitions.**

32 The following definitions apply in this Article:

33 ...

34 (3e) Reoffender. – A person who has two or more convictions for a felony that is
 35 described in G.S. 14-208.6(4). For purposes of this definition, if an offender
 36 is convicted of more than one offense in a single session of court, only one
 37 conviction is counted.

38"

39 **SECTION 18.(c)** G.S. 14-208.40 reads as rewritten:

40 **"§ 14-208.40. Establishment of program; creation of guidelines; duties.**

41 (a) The Division of Adult Correction and Juvenile Justice of the Department of Public
 42 Safety shall establish a sex offender monitoring program that uses a continuous satellite-based
 43 monitoring system and shall create guidelines to govern the program. The program shall be
 44 designed to monitor three categories of offenders as follows:

45 (1) Any offender who is convicted of a reportable conviction as defined by
 46 G.S. 14-208.6(4) and who is required to register under Part 3 of Article 27A
 47 of Chapter 14 of the General Statutes because the defendant is classified as a
 48 sexually violent predator, is a ~~recidivist, reoffender,~~ or was convicted of an
 49 aggravated offense as those terms are defined in ~~G.S. 14-208.6.~~ G.S. 14-208.6
 50 and based on the Division of Adult Correction and Juvenile Justice's risk

1 assessment program requires the highest possible level of supervision and
 2 monitoring.

3 (2) Any offender who satisfies all of the following criteria: (i) is convicted of a
 4 reportable conviction as defined by G.S. 14-208.6(4), (ii) is required to
 5 register under Part 2 of Article 27A of Chapter 14 of the General Statutes, (iii)
 6 has committed an offense involving the physical, mental, or sexual abuse of a
 7 minor, and (iv) based on the Division of Adult Correction and Juvenile
 8 Justice's risk assessment program requires the highest possible level of
 9 supervision and monitoring.

10 (3) Any offender who is convicted of G.S. 14-27.23 or ~~G.S. 14-27.28, who shall~~
 11 ~~be enrolled in the satellite-based monitoring program for the offender's natural~~
 12 ~~life upon termination of the offender's active punishment.~~ G.S. 14-27.28 and
 13 based on the Division of Adult Correction and Juvenile Justice's risk
 14 assessment program requires the highest possible level of supervision and
 15 monitoring.

16 (b) In developing the guidelines for the program, the Division of Adult Correction and
 17 Juvenile Justice shall require that any offender who is enrolled in the satellite-based program
 18 submit to an active continuous satellite-based monitoring program, unless an active program will
 19 not work as provided by this section. If the Division of Adult Correction and Juvenile Justice
 20 determines that an active program will not work as provided by this section, then the Division of
 21 Adult Correction and Juvenile Justice shall require that the defendant submit to a passive
 22 continuous satellite-based program that works within the technological or geographical
 23 limitations.

24 (c) The satellite-based monitoring program shall use a system that provides all of the
 25 following:

- 26 (1) Time-correlated and continuous tracking of the geographic location of the
 27 subject using a global positioning system based on satellite and other location
 28 tracking technology.
- 29 (2) Reporting of subject's violations of prescriptive and proscriptive schedule or
 30 location requirements. Frequency of reporting may range from once a day
 31 (passive) to near real-time (active).

32 (d) The Division of Adult Correction and Juvenile Justice may contract with a single
 33 vendor for the hardware services needed to monitor subject offenders and correlate their
 34 movements to reported crime incidents. The contract may provide for services necessary to
 35 implement or facilitate any of the provisions of this Part."

36 **SECTION 18.(d)** G.S. 14-208.40A reads as rewritten:

37 "**§ 14-208.40A. Determination of satellite-based monitoring requirement by court.**

38 (a) When an offender is convicted of a reportable conviction as defined by
 39 G.S. 14-208.6(4), during the sentencing phase, the district attorney shall present to the court any
 40 evidence that (i) the offender has been classified as a sexually violent predator pursuant to
 41 G.S. 14-208.20, (ii) the offender is a ~~recidivist, reoffender,~~ (iii) the conviction offense was an
 42 aggravated offense, (iv) the conviction offense was a violation of G.S. 14-27.23 or G.S. 14-27.28,
 43 or (v) the offense involved the physical, mental, or sexual abuse of a minor. The district attorney
 44 shall have no discretion to withhold any evidence required to be submitted to the court pursuant
 45 to this subsection.

46 The offender shall be allowed to present to the court any evidence that the district attorney's
 47 evidence is not correct.

48 (b) After receipt of the evidence from the parties, the court shall determine whether the
 49 offender's conviction places the offender in one of the categories described in G.S. 14-208.40(a),
 50 and if so, shall make a finding of fact of that determination, specifying whether (i) the offender
 51 has been classified as a sexually violent predator pursuant to G.S. 14-208.20, (ii) the offender is

1 a ~~recidivist, reoffender~~, (iii) the conviction offense was an aggravated offense, (iv) the conviction
2 offense was a violation of G.S. 14-27.23 or G.S. 14-27.28, or (v) the offense involved the
3 physical, mental, or sexual abuse of a minor.

4 (c) If the court finds that the offender has been classified as a sexually violent predator,
5 is a ~~recidivist, reoffender~~, has committed an aggravated offense, or was convicted of
6 G.S. 14-27.23 or G.S. 14-27.28, the court shall order ~~that the offender to enroll in a satellite-based~~
7 ~~monitoring program for life.~~ Division of Adult Correction and Juvenile Justice do a risk
8 assessment of the offender. The Division of Adult Correction and Juvenile Justice shall have up
9 to 60 days to complete the risk assessment of the offender and report the results to the court.

10 (c1) Upon receipt of a risk assessment from the Division of Adult Correction and Juvenile
11 Justice pursuant to subsection (c) of this section, the court shall determine whether, based on the
12 Division of Adult Correction and Juvenile Justice's risk assessment, the offender requires the
13 highest possible level of supervision and monitoring. If the court determines that the offender
14 does require the highest possible level of supervision and monitoring, the court shall order the
15 offender to enroll in a satellite-based monitoring program for a period of 10 years.

16 (d) If the court finds that the offender committed an offense that involved the physical,
17 mental, or sexual abuse of a minor, that the offense is not an aggravated offense or a violation of
18 G.S. 14-27.23 or G.S. 14-27.28 and the offender is not a ~~recidivist, reoffender~~, the court shall
19 order that the Division of Adult Correction do a risk assessment of the offender. The Division of
20 Adult Correction and Juvenile Justice shall have ~~a minimum of 30 days, but not more than 60~~
21 ~~days, up to 60 days~~ to complete the risk assessment of the offender and report the results to the
22 court.

23 (e) Upon receipt of a risk assessment from the Division of Adult Correction and Juvenile
24 Justice pursuant to subsection (d) of this section, the court shall determine whether, based on the
25 Division of Adult Correction and Juvenile Justice's risk assessment, the offender requires the
26 highest possible level of supervision and monitoring. If the court determines that the offender
27 does require the highest possible level of supervision and monitoring, the court shall order the
28 offender to enroll in a satellite-based monitoring program for a period of time to be specified by
29 the ~~court~~. court, not to exceed 10 years."

30 **SECTION 18.(e)** G.S. 14-208.40B reads as rewritten:

31 **"§ 14-208.40B. Determination of satellite-based monitoring requirement in certain**
32 **circumstances.**

33 (a) When an offender is convicted of a reportable conviction as defined by
34 G.S. 14-208.6(4), and there has been no determination by a court on whether the offender shall
35 be required to enroll in satellite-based monitoring, the Division of Adult Correction and Juvenile
36 Justice shall make an initial determination on whether the offender falls into one of the categories
37 described in G.S. 14-208.40(a).

38 (b) If the Division of Adult Correction and Juvenile Justice determines that the offender
39 falls into one of the categories described in G.S. 14-208.40(a), the district attorney, representing
40 the Division of Adult Correction and Juvenile Justice, shall schedule a hearing in superior court
41 for the county in which the offender resides. The Division of Adult Correction and Juvenile
42 Justice shall notify the offender of the Division of Adult Correction and Juvenile Justice's
43 determination and the date of the scheduled hearing by certified mail sent to the address provided
44 by the offender pursuant to G.S. 14-208.7. The hearing shall be scheduled no sooner than 15 days
45 from the date the notification is mailed. Receipt of notification shall be presumed to be the date
46 indicated by the certified mail receipt. Upon the court's determination that the offender is indigent
47 and entitled to counsel, the court shall assign counsel to represent the offender at the hearing
48 pursuant to rules adopted by the Office of Indigent Defense Services.

49 (c) At the hearing, the court shall determine if the offender falls into one of the categories
50 described in G.S. 14-208.40(a). The court shall hold the hearing and make findings of fact
51 pursuant to G.S. 14-208.40A.

1 If the court finds that (i) the offender has been classified as a sexually violent predator
 2 pursuant to G.S. 14-208.20, (ii) the offender is a ~~recidivist, reoffender,~~ (iii) the conviction offense
 3 was an aggravated offense, or (iv) the conviction offense was a violation of G.S. 14-27.23 or
 4 G.S. 14-27.28, the court shall order that the offender to enroll in satellite-based monitoring for
 5 life. Division of Adult Correction and Juvenile Justice do a risk assessment of the offender. The
 6 Division of Adult Correction and Juvenile Justice shall have up to 60 days to complete the risk
 7 assessment of the offender and report the results to the court.

8 (c1) Upon receipt of a risk assessment from the Division of Adult Correction and Juvenile
 9 Justice pursuant to subsection (c) of this section, the court shall determine whether, based on the
 10 Division of Adult Correction and Juvenile Justice's risk assessment, the offender requires the
 11 highest possible level of supervision and monitoring. If the court determines that the offender
 12 does require the highest possible level of supervision and monitoring, the court shall order the
 13 offender to enroll in a satellite-based monitoring program for a period of 10 years.

14 If the court finds that the offender committed an offense that involved the physical, mental,
 15 or sexual abuse of a minor, that the offense is not an aggravated offense or a violation of
 16 G.S. 14-27.23 or G.S. 14-27.28, and the offender is not a ~~recidivist, reoffender,~~ the court shall
 17 order that the Division of Adult Correction and Juvenile Justice do a risk assessment of the
 18 offender. The Division of Adult Correction and Juvenile Justice shall have ~~a minimum of 30~~
 19 ~~days, but not more than 60 days,~~ up to 60 days to complete the risk assessment of the offender
 20 and report the results to the court. The Division of Adult Correction and Juvenile Justice may use
 21 a risk assessment of the offender done within six months of the date of the hearing.

22 Upon receipt of a risk assessment from the Division of Adult Correction and Juvenile Justice,
 23 the court shall determine whether, based on the Division of Adult Correction and Juvenile
 24 Justice's risk assessment, the offender requires the highest possible level of supervision and
 25 monitoring. If the court determines that the offender does require the highest possible level of
 26 supervision and monitoring, the court shall order the offender to enroll in a satellite-based
 27 monitoring program for a period of time to be specified by the ~~court,~~ court, not to exceed 10
 28 years."

29 **SECTION 18.(f)** G.S. 14-208.41 reads as rewritten:

30 "**§ 14-208.41. Enrollment in satellite-based monitoring programs mandatory; length of**
 31 **enrollment.enrollment; tolling.**

32 (a) Any person described by G.S. 14-208.40(a)(1) shall enroll in a satellite-based
 33 monitoring program with the Section of Community Corrections of the Division of Adult
 34 Correction and Juvenile Justice office in the county where the person resides. The person shall
 35 remain enrolled in the satellite-based monitoring program for the registration period imposed
 36 ~~under G.S. 14-208.23 which is the person's life, for a period required by G.S. 14-208.40A or~~
 37 G.S. 14-208.40B unless the requirement to enroll in the satellite-based monitoring program is
 38 terminated or modified pursuant to G.S. 14-208.43.

39 (b) Any person described by G.S. 14-208.40(a)(2) who is ordered by the court pursuant
 40 to G.S. 14-208.40A or G.S. 14-208.40B to enroll in a satellite-based monitoring program shall
 41 do so with the Section of Community Corrections of the Division of Adult Correction and
 42 Juvenile Justice office in the county where the person resides. The person shall remain enrolled
 43 in the satellite-based monitoring program for the period of time ordered by the court.

44 (c) Any person described by G.S. 14-208.40(a)(3), upon completion of active
 45 punishment, shall enroll in a satellite-based monitoring program with the Section of Community
 46 Corrections of the Division of Adult Correction and Juvenile Justice office in the county where
 47 the person resides. The person shall enroll in the satellite-based monitoring program for the entire
 48 period of post-release supervision and shall remain enrolled in the satellite-based monitoring
 49 program for ~~the person's life, the period required by G.S. 14-208.40A or G.S. 14-208.40B~~ unless
 50 the requirement to enroll in the satellite-based monitoring program is terminated or modified
 51 pursuant to G.S. 14-208.43. Any term of imprisonment based on revocation of probation or

1 post-release supervision for the conviction which resulted in satellite-based monitoring tolls the
2 period of enrollment."

3 **SECTION 18.(g)** G.S. 14-208.42 reads as rewritten:

4 **"§ 14-208.42. Offenders required to submit to satellite-based monitoring required to**
5 **cooperate with Division of Adult Correction and Juvenile Justice upon**
6 **completion of sentence.**

7 Notwithstanding any other provision of law, when an offender is required to enroll in
8 satellite-based monitoring pursuant to G.S. 14-208.40A or G.S. 14-208.40B, upon completion of
9 the offender's sentence and any term of parole, post-release supervision, intermediate
10 punishment, or supervised probation that follows the sentence, the offender shall continue to be
11 enrolled in the satellite-based monitoring program for the period required by G.S. 14-208.40A or
12 G.S. 14-208.40B unless the requirement that the person enroll in a satellite-based monitoring
13 program is terminated or modified pursuant to G.S. 14-208.43.

14 The Division of Adult Correction and Juvenile Justice shall have the authority to have contact
15 with the offender at the offender's residence or to require the offender to appear at a specific
16 location as needed for the purpose of enrollment, to receive monitoring equipment, to have
17 equipment examined or maintained, and for any other purpose necessary to complete the
18 requirements of the satellite-based monitoring program. The offender shall cooperate with the
19 Division of Adult Correction and Juvenile Justice and the requirements of the satellite-based
20 monitoring program until the offender's requirement to enroll is terminated and the offender has
21 returned all monitoring equipment to the Division of Adult Correction and Juvenile Justice."

22 **SECTION 18.(h)** G.S. 14-208.43 reads as rewritten:

23 **"§ 14-208.43. Request~~Petition~~ for termination or modification of the satellite-based**
24 **monitoring requirement.**

25 (a) An offender described by G.S. 14-208.40(a)(1) or G.S. 14-208.40(a)(3) who is
26 required to submit to satellite-based monitoring ~~for the offender's life~~ may file a ~~request~~ petition
27 for termination or modification of the monitoring requirement with the ~~Post-Release Supervision~~
28 ~~and Parole Commission~~. ~~The request to terminate the satellite-based monitoring requirement and~~
29 ~~to terminate the accompanying requirement of unsupervised probation may not be submitted until~~
30 ~~at least one year after the offender: (i) has served his or her sentence for the offense for which~~
31 ~~the satellite-based monitoring requirement was imposed, and (ii) has also completed any period~~
32 ~~of probation, parole, or post-release supervision imposed as part of the sentence.~~ superior court
33 in the county where the conviction occurred five years after the date of initial enrollment.

34 (b) ~~Upon receipt of the request for termination, the Commission shall review~~
35 ~~documentation contained in the offender's file and the statewide registry to determine whether~~
36 ~~the person has complied with the provisions of this Article. In addition, the Commission shall~~
37 ~~conduct fingerprint-based state and federal criminal history record checks to determine whether~~
38 ~~the person has been convicted of any additional reportable convictions.~~

39 (c) ~~If it is determined that the person has not received any additional reportable~~
40 ~~convictions during the period of satellite-based monitoring and the person has substantially~~
41 ~~complied with the provisions of this Article, the Commission may terminate the monitoring~~
42 ~~requirement if the Commission finds that the person is not likely to pose a threat to the safety of~~
43 ~~others.~~

44 (d) ~~If it is determined that the person has received any additional reportable convictions~~
45 ~~during the period of satellite-based monitoring or has not substantially complied with the~~
46 ~~provisions of this Article, the Commission shall not order the termination of the monitoring~~
47 ~~requirement.~~

48 (d1) ~~Notwithstanding the provisions of this section, if the Commission is notified by the~~
49 ~~Division of Adult Correction and Juvenile Justice of the Department of Public Safety that the~~
50 ~~offender has been released, pursuant to G.S. 14-208.12A, from the requirement to register under~~

1 ~~Part 2 of Article 27A of this Chapter, upon request of the offender, the Commission shall order~~
2 ~~the termination of the monitoring requirement.~~

3 ~~(e) The Commission shall not consider any request to terminate a monitoring requirement~~
4 ~~except as provided by this section. The district attorney in the district in which the petition is~~
5 ~~filed shall be given notice of the petition at least three weeks before the hearing on the matter.~~
6 ~~The petitioner may present evidence in support of the petition, and the district attorney may~~
7 ~~present evidence in opposition to the requested relief or may otherwise demonstrate the reasons~~
8 ~~why the petition should be denied.~~

9 ~~(c) The victim of the underlying offense may appear and be heard by the court in a~~
10 ~~proceeding regarding a petition for termination or modification of satellite-based monitoring~~
11 ~~requirement. If the victim has elected to receive notices of such proceedings, the district~~
12 ~~attorney's office shall notify the victim of the date, time, and place of the hearing. The district~~
13 ~~attorney's office may provide the required notification electronically or by telephone, unless the~~
14 ~~victim requests otherwise. The victim shall be responsible for notifying the district attorney's~~
15 ~~office of any changes in the victim's address and telephone number or other contact information.~~
16 ~~The judge in any court proceeding subject to this section shall inquire as to whether the victim is~~
17 ~~present and wishes to be heard. If the victim is present and wishes to be heard, the court shall~~
18 ~~grant the victim an opportunity to be reasonably heard. The right to be reasonably heard may be~~
19 ~~exercised, at the victim's discretion, through an oral statement, submission of a written statement,~~
20 ~~or submission of an audio or video statement.~~

21 ~~(d) The petition may be granted only if the court makes all of the following findings:~~

22 ~~(1) The petitioner has been enrolled in the satellite-based monitoring program for~~
23 ~~at least five years.~~

24 ~~(2) The petitioner no longer requires the highest possible level of supervision and~~
25 ~~monitoring for 10 years.~~

26 ~~(e) The court may order any of the following:~~

27 ~~(1) The petitioner to remain enrolled in the satellite-based monitoring program~~
28 ~~for a period of time to be specified by the court, not to exceed a total of 10~~
29 ~~years.~~

30 ~~(2) The petitioner's requirement to enroll in the satellite-based monitoring~~
31 ~~program be terminated.~~

32 ~~(f) If the court denies the petition, the person may again petition the court for relief in~~
33 ~~accordance with this section two years from the date of the denial of the original petition to~~
34 ~~terminate the satellite-based monitoring requirement. If the court grants the petition, the clerk of~~
35 ~~court shall forward a certified copy of the order to the Post Release Supervision and Parole~~
36 ~~Commission. The Commission-courts has no authority to consider or terminate a monitoring~~
37 ~~requirement for an offender described in G.S. 14-208.40(a)(2)."~~

38 **SECTION 18.(i)** Article 27A of Chapter 14 of the General Statutes is amended by
39 adding a new section to read:

40 **"§ 14-208.46. Petition for postenrollment determination for lifetime satellite-based**
41 **monitoring enrollees.**

42 ~~(a) An offender who is enrolled in a satellite-based monitoring for life may file a petition~~
43 ~~for termination or modification of the monitoring requirement with the superior court in the~~
44 ~~county where the conviction occurred five years after the date of initial enrollment.~~

45 ~~(b) The district attorney in the district in which the petition is filed shall be given notice~~
46 ~~of the petition at least three weeks before the hearing on the matter. The petitioner may present~~
47 ~~evidence in support of the petition, and the district attorney may present evidence in opposition~~
48 ~~to the requested relief or may otherwise demonstrate the reasons why the petition should be~~
49 ~~denied.~~

50 ~~(c) The victim of the underlying offense may appear and be heard by the court in a~~
51 ~~proceeding regarding a petition for termination or modification of satellite-based monitoring~~

1 requirement. If the victim has elected to receive notices of such proceedings, the district
 2 attorney's office shall notify the victim of the date, time, and place of the hearing. The district
 3 attorney's office may provide the required notification electronically or by telephone, unless the
 4 victim requests otherwise. The victim shall be responsible for notifying the district attorney's
 5 office of any changes in the victim's address and telephone number or other contact information.
 6 The judge in any court proceeding subject to this section shall inquire as to whether the victim is
 7 present and wishes to be heard. If the victim is present and wishes to be heard, the court shall
 8 grant the victim an opportunity to be reasonably heard. The right to be reasonably heard may be
 9 exercised, at the victim's discretion, through an oral statement, submission of a written statement,
 10 or submission of an audio or video statement.

11 (d) If the petitioner has not been enrolled in the satellite-based monitoring program for at
 12 least 10 years, the court shall order the petitioner to remain enrolled in the satellite-based
 13 monitoring program for a total of 10 years.

14 (e) If the petitioner has been enrolled in the satellite-based monitoring program for more
 15 than 10 years, the court shall order the petitioner's requirement to enroll in the satellite-based
 16 monitoring program be terminated.

17 (f) The court has no authority to terminate the satellite-based monitoring requirement for
 18 an offender ordered to satellite-based monitoring for life prior to 10 years of enrollment."

19 **SECTION 18.(j)** G.S. 15A-1343 reads as rewritten:

20 **"§ 15A-1343. Conditions of probation.**

21 ...

22 (a1) Community and Intermediate Probation Conditions. – In addition to any conditions a
 23 court may be authorized to impose pursuant to G.S. 15A-1343(b1), the court may include any
 24 one or more of the following conditions as part of a community or intermediate punishment:

25 ...

26 (6) Submission to satellite-based monitoring, pursuant to Part 5 of Article 27A of
 27 Chapter 14 of the General Statutes, if the defendant is described by
 28 G.S. 14-208.40(a)(2).G.S. 14-208.40(a)(2), and based on the Division of
 29 Adult Correction and Juvenile Justice's risk assessment program requires the
 30 highest possible level of supervision and monitoring.

31 ...

32 (b2) Special Conditions of Probation for Sex Offenders and Persons Convicted of Offenses
 33 Involving Physical, Mental, or Sexual Abuse of a Minor. – As special conditions of probation, a
 34 defendant who has been convicted of an offense which is a reportable conviction as defined in
 35 G.S. 14-208.6(4), or which involves the physical, mental, or sexual abuse of a minor, must:

36 ...

37 (7) Submit to satellite-based monitoring pursuant to Part 5 of Article 27A of
 38 Chapter 14 of the General Statutes, if the defendant is described by
 39 G.S. 14-208.40(a)(1).G.S. 14-208.40(a)(1), and the Division of Adult
 40 Correction and Juvenile Justice of the Department of Public Safety, based on
 41 the Division's risk assessment program, recommends that the defendant
 42 submit to the highest possible level of supervision and monitoring.

43"

44 **SECTION 18.(k)** G.S. 15A-1343.2 reads as rewritten:

45 **"§ 15A-1343.2. Special probation rules for persons sentenced under Article 81B.**

46 (a) Applicability. – This section applies only to persons sentenced under Article 81B of
 47 this Chapter.

48 ...

49 (f) Delegation to Probation Officer in Intermediate Punishments. – Unless the presiding
 50 judge specifically finds in the judgment of the court that delegation is not appropriate, the Section
 51 of Community Corrections of the Division of Adult Correction and Juvenile Justice of the

1 Department of Public Safety may require an offender sentenced to intermediate punishment to
 2 do any of the following:

- 3 ...
 4 (5) Submit to satellite-based monitoring pursuant to Part 5 of Article 27A of
 5 Chapter 14 of the General Statutes, if the defendant is described by
 6 ~~G.S. 14-208.40(a)(2)~~G.S. 14-208.40(a)(2), and based on the Division of
 7 Adult Correction and Juvenile Justice's risk assessment program requires the
 8 highest possible level of supervision and monitoring.

9 ...
 10 If the Section imposes any of the above requirements, then it may subsequently reduce or remove
 11 those same requirements.

12 ...
 13 (f1) Mandatory Condition of Satellite-Based Monitoring for Some Sex Offenders. –
 14 Notwithstanding any other provision of this section, the court shall impose satellite-based
 15 monitoring pursuant to Part 5 of Article 27A of Chapter 14 of the General Statutes as a condition
 16 of probation on any offender who is described by ~~G.S. 14-208.40(a)(1)~~G.S. 14-208.40(a)(1), and
 17 based on the Division of Adult Correction and Juvenile Justice's risk assessment program requires
 18 the highest possible level of supervision and monitoring.

19"
 20 **SECTION 18.(l)** G.S. 15A-1344(e2) is repealed.

21 **SECTION 18.(m)** G.S. 15A-1368.4 reads as rewritten:

22 **"§ 15A-1368.4. Conditions of post-release supervision.**

23 (a) In General. – Conditions of post-release supervision may be reintegrative in nature or
 24 designed to control the supervisee's behavior and to enforce compliance with law or judicial
 25 order. A supervisee may have his supervision period revoked for any violation of a controlling
 26 condition or for repeated violation of a reintegrative condition. Compliance with reintegrative
 27 conditions may entitle a supervisee to earned time credits as described in G.S. 15A-1368.2(d).

28 ...
 29 (b1) Additional Required Conditions for Sex Offenders and Persons Convicted of
 30 Offenses Involving Physical, Mental, or Sexual Abuse of a Minor. – In addition to the required
 31 condition set forth in subsection (b) of this section, for a supervisee who has been convicted of
 32 an offense which is a reportable conviction as defined in G.S. 14-208.6(4), or which involves the
 33 physical, mental, or sexual abuse of a minor, controlling conditions, violations of which may
 34 result in revocation of post-release supervision, are:

- 35 ...
 36 (6) Submit to satellite-based monitoring pursuant to Part 5 of Article 27A of
 37 Chapter 14 of the General Statutes, if the offense is a reportable conviction as
 38 defined by ~~G.S. 14-208.6(4)~~ and ~~G.S. 14-208.6(4)~~, the supervisee is in the
 39 category described by ~~G.S. 14-208.40(a)(1)~~G.S. 14-208.40(a)(1), and based
 40 on the Division of Adult Correction and Juvenile Justice's risk assessment
 41 program requires the highest possible level of supervision and monitoring.

- 42 (7) Submit to satellite-based monitoring pursuant to Part 5 of Article 27A of
 43 Chapter 14 of the General Statutes, if the offense is a reportable conviction as
 44 defined by ~~G.S. 14-208.6(4)~~ and ~~G.S. 14-208.6(4)~~, the supervisee is in the
 45 category described by ~~G.S. 14-208.40(a)(2)~~G.S. 14-208.40(a)(2), and based
 46 on the Division of Adult Correction and Juvenile Justice's risk assessment
 47 program requires the highest possible level of supervision and monitoring.

48"
 49 **SECTION 18.(n)** G.S. 15A-1374 reads as rewritten:

50 **"§ 15A-1374. Conditions of parole.**

1 (a) In General. – The Post-Release Supervision and Parole Commission may in its
2 discretion impose conditions of parole it believes reasonably necessary to insure that the parolee
3 will lead a law-abiding life or to assist him to do so. The Commission must provide as an express
4 condition of every parole that the parolee not commit another crime during the period for which
5 the parole remains subject to revocation. When the Commission releases a person on parole, it
6 must give him a written statement of the conditions on which he is being released.

7 ...

8 (b1) Mandatory Satellite-Based Monitoring Required as Condition of Parole for Certain
9 Offenders. – If a parolee is in a category described by G.S. 14-208.40(a)(1) or
10 ~~G.S. 14-208.40(a)(2)~~, G.S. 14-208.40(a)(2) and based on the Division of Adult Correction and
11 Juvenile Justice's risk assessment program requires the highest possible level of supervision and
12 monitoring, the Commission must require as a condition of parole that the parolee submit to
13 satellite-based monitoring pursuant to Part 5 of Article 27A of Chapter 14 of the General Statutes.

14"

15 **SECTION 18.(o)** The Division of Adult Correction and Juvenile Justice shall
16 provide each elected District Attorney a list of the individuals that reside in a county in that
17 District Attorney's district that is subject to State v. Grady, 831 S.E. 2d 542 (NC 2019), decided
18 August 16, 2019, namely all individuals in the same category as the defendant, Mr. Grady:
19 individuals subject to mandatory lifetime satellite-based monitoring based solely on their status
20 as a statutorily defined "recidivist" who have completed their prison sentences and are no longer
21 supervised by the State through probation, parole, or post-release supervision. An elected District
22 Attorney must decide to handle each case or have the Attorney General handle the case. If
23 requested by an elected District Attorney, the Attorney General shall make a preliminary
24 determination whether the recidivist subject to State v. Grady, may meet any requirement to
25 enroll in a satellite-based monitoring program other than being a recidivist, and represent the
26 State in any proceedings created by this section. Each District Attorney or Attorney General shall
27 review the determination for every one of the class members. If the District Attorney or Attorney
28 General makes a preliminary determination that the individual may meet any requirement to
29 enroll in a satellite-based monitoring program other than being a recidivist, they shall notify the
30 person and the sheriff in the county where the individual resides. The District Attorney or
31 Attorney General may petition the court in that county for a hearing to have a judge determine if
32 an individual subject to State v. Grady, 831 S.E. 2d 542 (NC 2019), meets the criteria for
33 satellite-based monitoring consistent with G.S. 14-208.40A, as amended by this act.

34 **SECTION 18.(p)** Subsection (b) of this section applies to satellite-based monitoring
35 determinations on or after December 1, 2021, and includes felony convictions obtained before,
36 on, or after that date. Subsection (i) of this section becomes effective December 1, 2021, and
37 applies to any individual required to enroll in satellite-based monitoring for life on or after that
38 date. Subsection (o) of this section becomes effective December 1, 2021, and applies to any
39 individual required to enroll in the satellite-based monitoring program based solely on being a
40 "recidivist" on or after that date. The remainder of this section becomes effective December 1,
41 2021, and applies to satellite-based monitoring determinations on or after that date.

42 43 **PART XIX. PROTECTIONS FOR LAW ENFORCEMENT OFFICERS**

44 **SECTION 19.(a)** G.S. 14-223 reads as rewritten:

45 "**§ 14-223. Resisting officers.**

46 (a) If any person shall willfully and unlawfully resist, delay or obstruct a public officer
47 in discharging or attempting to discharge ~~a duty of his office, he shall be an official duty, the~~
48 person is guilty of a Class 2 misdemeanor.

49 (b) If any person shall willfully and unlawfully resist, delay, or obstruct a public officer
50 in discharging or attempting to discharge an official duty, and the resistance, delay, or obstruction
51 is the proximate cause of a public officer's serious injury, the person is guilty of a Class I felony.

1 (c) If any person shall willfully and unlawfully resist, delay, or obstruct a public officer
2 in discharging or attempting to discharge an official duty, and the resistance, delay, or obstruction
3 is the proximate cause of a public officer's serious bodily injury, the person is guilty of a Class F
4 felony.

5 (d) "Serious bodily injury" is defined as bodily injury that creates a substantial risk of
6 death, or that causes serious permanent disfigurement, coma, a permanent or protracted condition
7 that causes extreme pain, or permanent or protracted loss or impairment of the function of any
8 bodily member or organ, or that results in prolonged hospitalization."

9 **SECTION 19.(b)** In order to raise public awareness about resisting, delaying, and
10 obstructing law enforcement officers and encourage North Carolina residents to interact with law
11 enforcement officers safely, the Department of Public Safety shall create a targeted social media
12 campaign and television commercials that address the concerns of not resisting arrest and raising
13 public awareness about resisting, delaying, and obstructing law enforcement officers. DPS shall
14 also make available on its internet website a public service announcement containing legally
15 accurate information regarding the public's responsibilities during traffic stops and other
16 interactions with law enforcement.

17 **SECTION 19.(c)** The Department of Public Safety shall provide to the Division of
18 Motor Vehicles an internet link to the public service announcement authorized by subsection (b)
19 of this section, which the Division of Motor Vehicles shall make available on its internet website.
20 In addition, the Division of Motor Vehicles shall broadcast the public service announcement
21 authorized by subsection (b) of this section on monitors at drivers license office locations across
22 the State.

23 **SECTION 19.(d)** Subsection (a) of this section becomes effective December 1,
24 2021, and applies to offenses committed on or after that date. The remainder of this section is
25 effective when it becomes law.

26 **PART XX. ESTABLISH CRIMINAL RECODIFICATION WORKING GROUP**

27 **SECTION 20.(a)** There is created the Bipartisan North Carolina Legislative
28 Working Group on Criminal Law Recodification (Working Group). The purpose of the Working
29 Group is to make recommendations to the General Assembly regarding a streamlined,
30 comprehensive, orderly, and principled criminal code which includes all common law, statutory,
31 regulatory, and ordinance crimes.

32 **SECTION 20.(b)** The Working Group shall be comprised of nine members selected
33 as follows:

- 34 (1) Two senators who are members of the majority party appointed by the
35 President Pro Tempore of the Senate.
- 36 (2) Two senators who are members of the minority party appointed by the
37 Minority Leader of the Senate.
- 38 (3) Two representatives who are members of the majority party appointed by the
39 Speaker of the House of Representatives.
- 40 (4) Two representatives who are members of the minority party appointed by the
41 Minority Leader of the House of Representatives.
- 42 (5) One individual appointed jointly by the President Pro Tempore of the Senate
43 and the Speaker of the House of Representatives. This individual shall have
44 served at least six years as a member of the General Assembly and shall serve
45 as the chair of the Working Group.

46 **SECTION 20.(c)** The Working Group shall solicit comments and feedback from the
47 public, as well as from all of the following:

- 48 (1) The Administrative Office of the Courts.
- 49 (2) The Attorney General.
- 50 (3) The Conference of District Attorneys.
- 51

- 1 (4) Indigent Defense Services.
- 2 (5) The North Carolina Sheriffs' Association.
- 3 (6) The North Carolina Association of Chiefs of Police.
- 4 (7) The North Carolina Police Benevolent Association.
- 5 (8) The North Carolina League of Municipalities.
- 6 (9) The North Carolina Association of County Commissioners.

7 **SECTION 20.(d)** All appointments to the Working Group shall be made no later
8 than 30 days after this act becomes law. Vacancies on the Working Group shall be filled by the
9 appointing authority. The Working Group, while in the discharge of its official duties, may
10 exercise all the powers provided under the provisions of G.S. 120-19 and G.S. 120-19.1 through
11 G.S. 120-19.4, including the power to request all officers, agents, agencies, and departments of
12 the State to provide any information, data, or documents within their possession, ascertainable
13 from their records, or otherwise available to them and the power to subpoena witnesses.

14 **SECTION 20.(e)** The Working Group shall meet upon the call of the chair but at
15 least monthly beginning no later than September 15, 2021. A majority of the voting members
16 shall constitute a quorum. Members shall receive per diem, subsistence, and travel allowances in
17 accordance with G.S. 120-3.1 or G.S. 138-5, as appropriate. The Legislative Services
18 Commission, through the Legislative Services Officer, shall assign professional staff to monitor
19 and provide technical assistance to the Working Group; provided, however, legislative staff shall
20 not be made available at times when the 2021 General Assembly is in session. Upon the direction
21 of the Legislative Services Commission, the Supervisors of Clerks of the Senate and of the House
22 of Representatives shall assign clerical staff to the Working Group. The Working Group shall
23 terminate on December 31, 2022.

24 **SECTION 20.(f)** The Working Group shall establish general principles which shall,
25 at a minimum, provide for all of the following:

- 26 (1) Incorporate existing statutory and common law offenses into Chapter 14 of
27 the General Statutes, harmonizing additions with current Chapter content.
- 28 (2) Apply consistent terminology across statutes and define all terminology.
- 29 (3) Specify the required mental state or that an offense is a strict liability crime.
- 30 (4) Eliminate redundant crimes and multiple punishment for the same conduct.
- 31 (5) Simplify offense numbering.
- 32 (6) Eliminate or modify unconstitutional provisions to ensure lawfulness.
- 33 (7) Eliminate outdated laws.
- 34 (8) Apply consistent, logical offense grading, with advice from the North
35 Carolina Sentencing Policy and Advisory Commission.

36 **SECTION 20.(g)** The Working Group shall provide the following deliverables:

- 37 (1) For common law crimes and crimes included in the North Carolina General
38 Statutes:
 - 39 a. Create a database of all statutory and common law crimes, including
40 statute number or common law designation; offense short title;
41 elements; link to the statute; punishment; special and key features;
42 frequency of charging, if available; and any proposed changes and the
43 status of those changes in order to track decisions by the Working
44 Group.
 - 45 b. Draft legislation amending, recodifying, or proposing changes to
46 North Carolina criminal statutes using a format that is consistent with
47 drafting conventions used by the North Carolina General Assembly,
48 as directed by the Working Group.
- 49 (2) For crimes created by local ordinances:
 - 50 a. Create a database of ordinance offenses, including ordinance title,
51 general description, elements, punishment, and key feature coding.

- 1 The Working Group will sample ordinances from diverse jurisdictions
- 2 or review all, as time allows.
- 3 b. Report on common ordinance crimes, including charging data, if
- 4 available, and including presentation of a range of policy options for
- 5 addressing ordinance crimes consistent with the Working Group's
- 6 goals.
- 7 c. Draft legislation using a format that is consistent with drafting
- 8 conventions used by the North Carolina General Assembly, as directed
- 9 by the Working Group.
- 10 (3) For crimes created by administrative boards and bodies:
- 11 a. Create a database of all crimes created by administrative boards and
- 12 bodies that make it a crime to violate any regulation created by an
- 13 administrative board or body, with exemplary regulations and
- 14 punishment levels.
- 15 b. Report on policy options for addressing regulatory crimes consistent
- 16 with the Working Group's goals.
- 17 c. Draft legislation using a format that is consistent with drafting
- 18 conventions used by the North Carolina General Assembly, as directed
- 19 by the Working Group.
- 20

PART XXI. AMEND THE LAW TO PROVIDE IMMEDIATE DISCLOSURE OF BODY-WORN CAMERA RECORDINGS RELATED TO DEATH OR SERIOUS BODILY INJURY

SECTION 21.(a) G.S. 132-1.4A reads as rewritten:

"§ 132-1.4A. Law enforcement agency recordings.

- 26 (a) Definitions. – The following definitions apply in this section:
- 27 (1) Body-worn camera. – An operational video or digital camera or other
- 28 electronic device, including a microphone or other mechanism for allowing
- 29 audio capture, affixed to the uniform or person of law enforcement agency
- 30 personnel and positioned in a way that allows the camera or device to capture
- 31 interactions the law enforcement agency personnel has with others.
- 32 (2) Custodial law enforcement agency. – The law enforcement agency that owns
- 33 or leases or whose personnel operates the equipment that created the recording
- 34 at the time the recording was made.
- 35 (3) Dashboard camera. – A device or system installed or used in a law
- 36 enforcement agency vehicle that electronically records images or audio
- 37 depicting interaction with others by law enforcement agency personnel. This
- 38 term does not include body-worn cameras.
- 39 (4) Disclose or disclosure. – To make a recording available for viewing or
- 40 listening to by the person requesting disclosure, at a time and location chosen
- 41 by the custodial law enforcement agency. This term does not include the
- 42 release of a recording.
- 43 (5) Personal representative. – A parent, court-appointed guardian, spouse, or
- 44 ~~attorney~~ attorney licensed in North Carolina of a person whose image or voice
- 45 is in the recording. If a person whose image or voice is in the recording is
- 46 deceased, the term also means the personal representative of the estate of the
- 47 deceased person; the deceased person's surviving spouse, parent, or adult
- 48 child; the deceased person's ~~attorney~~ attorney licensed in North Carolina; or
- 49 the parent or guardian of a surviving minor child of the deceased.
- 50 (6) Recording. – A visual, audio, or visual and audio recording captured by a
- 51 body-worn camera, a dashboard camera, or any other video or audio recording

1 device operated by or on behalf of a law enforcement agency or law
2 enforcement agency personnel when carrying out law enforcement
3 responsibilities. This term does not include any video or audio recordings of
4 interviews regarding agency internal investigations or interviews or
5 interrogations of suspects or witnesses.

6 (7) Release. – To provide a copy of a recording.

7 (8) Serious bodily injury. – A bodily injury that creates a substantial risk of death,
8 or that causes serious permanent disfigurement, coma, a permanent or
9 protracted condition that causes extreme pain, or permanent or protracted loss
10 or impairment of the function of any bodily member or organ, or that results
11 in prolonged hospitalization.

12 (b) Public Record and Personnel Record Classification. – Recordings are not public
13 records as defined by G.S. 132-1. Recordings are not personnel records as defined in Part 7 of
14 Chapter 126 of the General Statutes, G.S. 160A-168, or G.S. 153A-98.

15 (b1) Immediate Disclosure. – When requested by submission of the notarized form
16 described in subsection (b2) of this section to the head of a law enforcement agency, any portion
17 of a recording in the custody of a law enforcement agency which depicts a death or serious bodily
18 injury shall, upon order of the court pursuant to subsection (b3) of this section, be disclosed to a
19 personal representative of the deceased, the injured individual, or a personal representative on
20 behalf of the injured individual. Any disclosure ordered by the court pursuant to subsection (b3)
21 of this section shall be done by the agency in a private setting. A person who receives disclosure
22 as ordered by the court pursuant to subsection (b3) of this section shall not record or copy the
23 recording. Except as provided in subsection (b3) of this section, the portion of the recording
24 relevant to the death or serious bodily injury shall not be edited or redacted.

25 (b2) Notarized Form. – A person requesting disclosure pursuant to subsection (b1) of this
26 section must submit a signed and notarized form provided by the law enforcement agency. The
27 form shall be developed by the Administrative Office of the Courts and shall include notice that,
28 if disclosed, the recording may not be recorded or copied, or if unlawfully recorded or copied
29 may not be knowingly disseminated, and notice of the criminal penalties provided in subsection
30 (b4) of this section.

31 (b3) Immediate Disclosure Review. – No later than three business days from receipt of the
32 notarized form requesting immediate disclosure pursuant to subsection (b1) of this section, a law
33 enforcement agency shall file a petition in the superior court in any county where any portion of
34 the recording was made for issuance of a court order regarding disclosure of the recording
35 requested pursuant to subsection (b1) of this section and shall also deliver a copy of the petition
36 and a copy of the recording, which shall remain confidential unless the court issues an order of
37 disclosure pursuant to this section, to the senior resident superior court judge for that superior
38 court district or their designee. There shall be no fee for filing the petition. The court shall conduct
39 an in-camera review of the recording and shall enter an order within seven business days of the
40 filing of the petition instructing that the recording be (i) immediately disclosed without editing
41 or redaction; (ii) immediately disclosed with editing or redaction; (iii) disclosed at a later date,
42 with or without editing or redaction; or (iv) not disclosed to the person or persons seeking
43 disclosure. In determining whether the recording may be disclosed pursuant to this section, the
44 court shall consider the following factors:

45 (1) If the person requesting disclosure of the recording is a person authorized to
46 receive disclosure pursuant to subsection (c) of this section.

47 (2) If the recording contains information that is otherwise confidential or exempt
48 from disclosure or release under State or federal law.

49 (3) If disclosure would reveal information regarding a person that is of a highly
50 sensitive and personal nature.

51 (4) If disclosure may harm the reputation or jeopardize the safety of a person.

1 (5) If disclosure would create a serious threat to the fair, impartial, and orderly
2 administration of justice.

3 (6) If confidentiality is necessary to protect either an active or inactive internal or
4 criminal investigation or potential internal or criminal investigation.

5 In any proceeding pursuant to this subsection, the following persons shall be notified and
6 those persons, or their designated representative, shall be given an opportunity to be heard at any
7 proceeding: (i) the head of the custodial law enforcement agency, (ii) any law enforcement
8 agency personnel whose image or voice is in the portion of the recording requested to be
9 disclosed and the head of that person's employing law enforcement agency, (iii) the District
10 Attorney, (iv) the investigating law enforcement agency, and (v) the party requesting the
11 disclosure. The court may order any conditions or restrictions on the disclosure that the court
12 deems appropriate.

13 Petitions filed pursuant to this subsection shall be scheduled for hearing as soon as
14 practicable, and the court shall issue an order pursuant to the provisions of this subsection no
15 later than seven business days after the filing of the petition. Any subsequent proceedings in such
16 actions shall be accorded priority by the trial and appellate courts.

17 If disclosure of a recording is denied based on subdivision (6) of this subsection, the court
18 shall schedule a subsequent hearing, to be held no more than 20 business days after the issuance
19 of the order, to reconsider whether the recording should be disclosed.

20 (b4) Any person who willfully records, copies, or attempts to record or copy a recording
21 disclosed pursuant to subsection (b1) of this section shall be guilty of a Class 1 misdemeanor.
22 Any person who knowingly disseminates a recording or a copy of a recording disclosed pursuant
23 to subsection (b1) of this section is guilty of a Class I felony.

24 (c) Disclosure; General. – Recordings in the custody of a law enforcement agency shall
25 be disclosed only as provided by this section. Recordings depicting a death or serious bodily
26 injury shall only be disclosed as provided in subsections (b1) through (b3) of this section.

27 A person requesting disclosure of a recording must make a written request to the head of the
28 custodial law enforcement agency that states the date and approximate time of the activity
29 captured in the recording or otherwise identifies the activity with reasonable particularity
30 sufficient to identify the recording to which the request refers.

31 The head of the custodial law enforcement agency may only disclose a recording to the
32 following:

- 33 (1) A person whose image or voice is in the recording.
34 (2) A personal representative of an adult person whose image or voice is in the
35 recording, if the adult person has consented to the disclosure.
36 (3) A personal representative of a minor or of an adult person under lawful
37 guardianship whose image or voice is in the recording.
38 (4) A personal representative of a deceased person whose image or voice is in the
39 recording.
40 (5) A personal representative of an adult person who is incapacitated and unable
41 to provide consent to disclosure.

42 When disclosing the recording, the law enforcement agency shall disclose only those portions of
43 the recording that are relevant to the person's request. A person who receives disclosure pursuant
44 to this subsection shall not record or copy the recording.

45 "

46 **SECTION 21.(b)** No later than the effective date of this section, the Administrative
47 Office of the Courts shall develop and make available to all law enforcement agencies the
48 following forms:

- 49 (1) A signed and notarized request for immediate disclosure as required by
50 G.S. 132-1.4A(b1) and (b2) as enacted by subsection (a) of this section.

1 (2) A petition for use by law enforcement agencies pursuant to G.S. 132-1.4A(b3)
2 as enacted by subsection (a) of this section.

3 **SECTION 21.(c)** This section becomes effective December 1, 2021, and applies to
4 all requests made on or after that date for disclosure of a recording.

5

6 **PART XXII. SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND EFFECTIVE DATE**

7 **SECTION 22.(a)** If any provision of this act or its application is held invalid, the
8 invalidity does not affect other provisions or applications of this act that can be given effect
9 without the invalid provisions or application, and to this end the provisions of this act are
10 severable.

11 **SECTION 22.(b)** Prosecutions for offenses committed before the effective date of
12 this act are not abated or affected by this act, and the statutes that would be applicable but for
13 this act remain applicable to those prosecutions.

14 **SECTION 22.(c)** Except as otherwise provided, this act is effective when it becomes
15 law.