

**THE ERWIN BOARD OF COMMISSIONERS  
JULY 2026 REGULAR WORKSHOP  
MONDAY, JULY 27, 2026 @ 6:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

- 1. MEETING CALLED TO ORDER**
  - A. Invocation
  - B. Pledge of Allegiance
- 2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**
- 3. NEW BUSINESS**
  - A. Harnett County SRO MOU 2026-2027 **(Page 2)**
  - B. July 4th, 2027 Celebration **(Page 9)**
  - C. Planning Board Application- William Morris **(Page 10)**
  - D. Family Care Homes Text Amendment **(Page 12)**
- 4. GOVERNING COMMENTS**
- 5. ADJOURNMENT**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 27, 2026

Subject: Harnett County SRO MOU 2026-2027

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The Town of Erwin provides a School Resource Officer (SRO) at Erwin Elementary School through an agreement with Harnett County and the Harnett County Board of Education. This Memorandum of Understanding (MOU) must be renewed annually.

The attached MOU covers the period of **July 1, 2026, through June 30, 2027**, and is presented for approval.

As a reminder, the Harnett County Sheriff's Office provides the School Resource Officer at Triton High School under a separate arrangement.

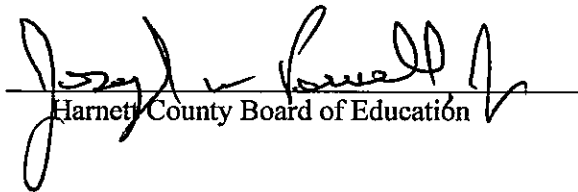
### Attachments:

- FY 2026-2027 SRO MOU
- 2023 SRO Program Reimbursement Agreement

Re: Renewal of School Resource Officer Program Memorandum of Understanding

Per Article VII entitled "Amendments and Modifications: Additional Policies and Procedures" of the School Resource Officer Program Memorandum of Understanding dated October 1, 2018 ("MOU"), attached hereto, the Harnett County Board of Education and **Town of Erwin** mutually agree to renew the MOU. The terms are contingent on the negotiations with the Sheriff or Police Chief that allow the school district to address performance issues with individual school resource officers actively. All other terms and conditions will remain the same for a term of 12 months, beginning July 1, 2026, and ending June 30, 2027.

SIGNATURES:

  
Harnett County Board of Education

\_\_\_\_\_  
Town of Erwin

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**SCHOOL RESOURCE OFFICER PROGRAM  
REIMBURSEMENT AGREEMENT FOR  
ELEMENTARY AND PRIMARY SCHOOLS**

This Reimbursement Agreement (hereinafter "Agreement") effective July 1, 2023 is made and entered into by and between the Harnett County Board of Education (hereinafter "Board"), the governing body of the Harnett County Schools (hereinafter "HCS"), the County of Harnett (hereinafter "County"), and the Town of Erwin (hereinafter referred to as the "Town").

**WITNESSETH:**

WHEREAS, the Board and the Town entered into a School Resource Officer Program Memorandum of Understanding (hereinafter referred to as the "MOU") effective October 1, 2018;

WHEREAS, Article V of the MOU states th the Board and governing body of the Town agree to enter into a separate contract to address the assignment of School Resource Officers (hereinafter referred to as "SRO" or collectively "SROs") to specific HCS schools and payment for SRO services during each fiscal year; and

WHEREAS, the Board and the Town entered into a School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools (hereinafter referred to as the "MOU") effective October 1, 2018; and

WHEREAS, the Board and the Town desire to update the School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools to reflect the actual costs incurred by the Town.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, County, and the Town do hereby agree as follows:

**Article I**

**SRO School Assignment**

The Town shall hire and train law enforcement officers to serve as SROs pursuant to the MOU in each of the following schools within the Town's limits:

1. Erwin Elementary

Between school years and during scheduled holidays, the Town shall have the right to utilize the SROs for non-SRO purposes so long as such uses do not conflict with any of the requirements of the MOU.

## **Article II**

### **Compensation for SRO Services**

The County, as part of the Current Expense Funding made to the Board every fiscal year, shall include eleven-twelfths (11/12) of the yearly allocation, identified below, to be used by the Board to compensate for law enforcement officers performing SRO services during the months that school is in session.

The compensation to be paid by County to the Town for reimbursement of the SRO services described in the MOU and for non-SRO purposes during scheduled holidays and between school years shall be set at \$74,249.00 per fiscal year, which shall be paid over twelve (12) equal monthly installments over the course of the fiscal year in accordance with Article III. The annual compensation paid by the County shall increase by three percent (3%) at the beginning of each subsequent fiscal year. If the total amount of funds expended on the SROs for the then-current term of the MOU exceeds the allocated amount for the current fiscal year, the Town shall be solely responsible for the excess expenditures of the SRO's services, unless the agreed upon in writing by the County.

At the conclusion of the academic year, the County will invoice the Board for all expenses incurred for SRO activities.

## **Article III**

### **Invoices for SRO Services**

In order to request payment, the Town shall submit monthly invoices to the Harnett County Sheriff's Office (hereinafter referred to as "HCSO") describing the applicable charges, including identification of personnel who performed the services, the date the services were performed, the school at which the SRO performed the services, and reimbursable expenses, if any. If the invoice contains expenditures for non-SRO purposes during a scheduled holiday, the invoice shall identify the type of services performed by the SROs. Prior to submission of invoices to the Board, the HCSO shall verify them for accuracy within five business days of receipt. Once verified, County shall process and pay invoices within 30 days of receipt.

## **Article IV**

### **Term and Termination of Agreement**

The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026 (the "Initial Term"), unless terminated earlier as herein provided. At the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms upon the renewal of the MOU, unless any of the parties provide at least 30 days' written notice of its intent to terminate prior to the expiration of the then-current term.

This Agreement may be terminated by any party, with or without cause, upon 90 days' written notice to the other parties. However, this Agreement shall automatically terminate without notice upon the termination of the MOU. If at any time this Agreement is terminated during the Initial Term or any subsequent term of the MOU, the parties shall negotiate and execute a new agreement that is compliant with Article V or any amendment thereof prior to the termination date of this Agreement, unless any amendment of the MOU no longer requires such an agreement.

## **Article V**

### **Notice**

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the address set forth below:

#### **To Board:**

Harnett County Schools  
Attention: Superintendent  
1008 South 11<sup>th</sup> Street  
Lillington, North Carolina 27546

#### **To County**

Brent Trout  
County Manager  
Post Office Box 759  
Lillington, North Carolina 27546

#### **With copy to:**

Christopher Appel  
Senior County Staff Attorney  
Post Office Box 238  
Lillington, North Carolina 27546

#### **To Town**

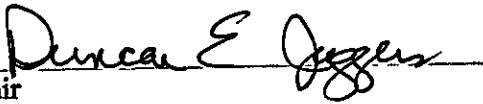
Snow Bowden  
Town Manager  
100 W F Street  
Erwin, NC 28339

**Article VI**  
**Miscellaneous Provisions**

1. Relationship of Parties. The parties to this Agreement shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the parties be construed as employees, agents, or principals of any other party to this Agreement. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement, to the extent permitted under law.
2. Governing Law: Venue. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Harnett County, North Carolina Superior Court.
3. Amendments and Modifications: Additional Policies and Procedures. This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this Agreement.
4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
5. Severability. In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
6. No Third Party Benefits. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the parties.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
8. E-Verify: All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this Agreement demonstrating such compliance.

IN WITNESS WHEREOF, the parties hereto caused the Agreement to be executed on their behalfs.

HARNETT COUNTY BOARD OF EDUCATION

  
Chair

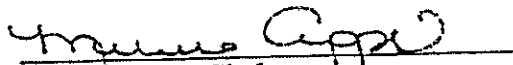
ATTEST:



COUNTY OF HARNETT

  
William Morris, Chairman  
Harnett County Board of Commissioners

ATTEST:

  
Melissa Capps, Clerk

TOWN OF ERWIN

  
Randy L. Baker  
Mayor

ATTEST:

  
Lauren Evans, Town Clerk

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 27, 2026

Subject: July 4<sup>th</sup>, 2027 Celebration

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Town Staff would like to begin planning the Town's 2027 Independence Day celebration. While the fireworks vendor used for this year's event, Pyro Shows, will not begin accepting reservations for 2027 until later this year, staff would like to obtain the Board's direction in advance so that a reservation can be made as soon as bookings open. Because the fireworks display is the centerpiece of the celebration, confirming the event date is the first and most important step in the planning process. Once the fireworks date is secured, staff will proceed with booking a band and coordinating the remaining event details.

In 2027, Independence Day falls on Sunday, July 4, with the federal holiday observed on Monday, July 5. At this time, staff is unaware of the dates neighboring municipalities plan to hold their Independence Day celebrations. To maximize flexibility and secure the preferred fireworks vendor, staff believes the two most practical options are **Friday, July 2**, or **Saturday, July 3**, subject to the availability of Pyro Shows.

Town Staff is prepared to host the celebration on either date and requests the Board's discussion and direction regarding its preferred event date. This guidance will allow staff to move forward with vendor reservations as soon as they become available and continue planning the 2027 Independence Day celebration.

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 27, 2026

Subject: Planning Board Application- William Morris

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The Town of Erwin has received an application from Bill Morris for appointment to the Erwin Planning Board. The Town currently has a vacant Out-of-Town Alternate Planning Board position, which Mr. Morris is eligible to fill.

The Town Board is requested to consider appointing Bill Morris to serve as the Out-of-Town Alternate member of the Erwin Planning Board to fill the current vacancy.

### Attachments:

- Bill Morris Planning Board member application



## APPLICATION FOR APPOINTMENT TO A BOARD FOR THE TOWN OF ERWIN, NORTH CAROLINA



The Town of Erwin appreciates your interest in serving on a Board and requests that you complete the following application. This application requests general information based on your interest in applying for a Board for the Town of Erwin.

Applicant Name: William Harold Morris Date of Application: 4/11/2026

Home Address: 129 Bumpas Creek Access Dunn, NC 28334  
Street Address Town Zip Code

Home Phone: \_\_\_\_\_ Business/Other Phone: 919-237-8657

FAX Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

In order to consider this application, the Town of Erwin requests the following information:

Date of Birth 8/5/65 Do you reside within the Town Limits of Erwin: Yes \_\_\_\_\_ No: ☒  
Occupation: Retired Length of residence in Erwin: 15 Years 6 Months

Have you ever pled guilty to or been found guilty of any criminal offense or been convicted of any offense other than a minor traffic violation? Yes \_\_\_\_\_ No: ☒

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_

Any evidence found to be incorrect on the application may result in disqualification.

Please write a brief statement as to why you are interested in serving on one of these Boards.

To serve the public  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate your preference by the number (first choice being "1")

Planning Board 1 Recreation \_\_\_\_\_

Please note: If you are applying for the Planning Board you will not be able to serve on another Board.

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 27, 2026

Subject: Family Care Home Text Amendment

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A public hearing has been scheduled for our August Town Board meeting to consider a proposed text amendment to the Town Code regarding **Family Care Homes**. The proposed amendment would update the definition of a "Family Care Home" to align with the requirements of the North Carolina General Statutes. It would also add Family Care Homes as a permitted use within the R-15 Zoning District, as required by state law.

These amendments are intended to bring the Town's ordinance into compliance with the North Carolina General Statutes. Although the current ordinance does not fully reflect these statutory requirements, the Town is legally obligated to administer and enforce state law. Adopting the proposed text amendment will ensure consistency between the Town Code and state regulations, improve clarity for property owners and staff, and support the effective administration and enforcement of the ordinance.

### Attachments:

- Proposed text amendment
- Planning Board minutes/Planning Board Statement-of-Consistency
- N.C. General Statute 160D-907
- N.C. General Statute 122C-3(11)b

## REQUEST FOR CONSIDERATION

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The Town Staff of Erwin wishes to amend Chapter 36, Article 2 of the Code of Ordinances entitled “Definitions” as well as Chapter 36, Article 5, Sec. 36-115 entitled “R-15 Permitted Uses” to provide an updated definition of family-care homes as well as include them as a permitted use within the R-15 zoning district as required by North Carolina General Statutes.

### **Proposed definition of family-care homes within Chapter 36, Article 2:**

*Family care home* means a facility for not less than two and no more than six children, adolescents, or adults who are mentally, visually or physically handicapped. **This does not include persons with a mental illness who are dangerous to others as defined within NCGS 122C-3(11)b.** Adult care is provided as well as a program of services and protective supervision in a home setting. No family care home shall be allowed to locate within a one-half-mile radius of an existing family care home.

(1) A family care home shall be deemed as a residential use of property for zoning purposes and shall be permissible uses in all residential zoning districts. A family care home does not require a special use permit. If there is another family care home located within a ~~one-and-half~~ **one-half-mile** radius of an existing family care home the town ~~can~~ **shall** prohibit any other family care homes in that area.

### **Proposed addition to R-15 permitted uses within Chapter 36, Article 5, Sec. 36-115:**

- **Family care home**

### **Statement of Consistency**

The proposed text amendment to add the definition of “Family Care Homes” to the Erwin Code of Ordinances, Chapter 36, Article 2, entitled “Definitions”, as well as the amendment to Chapter 36, Article 5, Sec 36-115, entitled “R-15 Permitted Uses” allowing Family Care Homes as a permitted use within R-15 zoning district would bring the Town of Erwin’s Code of Ordinance in line with the requirements of the North Carolina General Statutes.

Therefore, it is recommended that this text amendment **be approved**.

**§ 160D-907. Family care homes.**

(a) The General Assembly finds it is the public policy of this State to provide persons with disabilities with the opportunity to live in a normal residential environment.

(b) As used in this section, the following definitions apply:

- (1) Family care home. - A home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six resident persons with disabilities.
- (2) Person with disabilities. - A person with a temporary or permanent physical, emotional, or mental disability, including, but not limited to, an intellectual or other developmental disability, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments but not including persons with a mental illness who are dangerous to others as defined in G.S. 122C-3(11)b.

(c) A family care home is deemed a residential use of property for zoning purposes and is a permissible use in all residential districts. No local government shall require that a family care home, its owner, or operator obtain, because of the use, a special use permit or variance from any such zoning regulation; however, a local government may prohibit a family care home from being located within a one-half mile radius of an existing family care home.

(d) A family care home is deemed a residential use of property for the purposes of determining charges or assessments imposed by local governments or businesses for water, sewer, power, telephone service, cable television, garbage and trash collection, repairs or improvements to roads, streets, and sidewalks, and other services, utilities, and improvements. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2021-88, s. 9(k).)

(10a) County program. - A mental health, developmental disabilities, and substance abuse services program established, operated, and governed by a county pursuant to G.S. 122C-115.1.

(11) Dangerous to self or others.

a. Dangerous to self. - Within the relevant past, the individual has done any of the following:

1. The individual has acted in such a way as to show all of the following:

I. The individual would be unable, without care, supervision, and the continued assistance of others not otherwise available, to exercise self-control, judgment, and discretion in the conduct of the individual's daily responsibilities and social relations, or to satisfy the individual's need for nourishment, personal or medical care, shelter, or self-protection and safety.

II. There is a reasonable probability of the individual's suffering serious physical debilitation within the near future unless adequate treatment is given pursuant to this Chapter. A showing of behavior that is grossly irrational, of actions that the individual is unable to control, of behavior that is grossly inappropriate to the situation, or of other evidence of severely impaired insight and judgment shall create a prima facie inference that the individual is unable to care for himself or herself.

2. The individual has attempted suicide or threatened suicide and that there is a reasonable probability of suicide unless adequate treatment is given pursuant to this Chapter.

3. The individual has mutilated himself or herself or has attempted to mutilate himself or herself and that there is a reasonable probability of serious self-mutilation unless adequate treatment is given pursuant to this Chapter.

Previous episodes of dangerousness to self, when applicable, may be considered when determining reasonable probability of physical debilitation, suicide, or self-mutilation.

b. Dangerous to others. - Within the relevant past, the individual has inflicted or attempted to inflict or threatened to inflict serious bodily harm on another, or has acted in such a way as to create a substantial risk of serious bodily harm to another, or has engaged in extreme destruction of property; and that there is a reasonable probability that this conduct will be repeated. Previous episodes of dangerousness to others, when applicable, may be considered when determining reasonable probability of future dangerous conduct. Clear, cogent, and convincing evidence that an individual has committed a homicide in the relevant past is prima facie evidence of dangerousness to others.

## MINUTES CONTINUED FROM FEBRUARY 16<sup>th</sup> 2026

Scott Brown stated that he would have to speak to the developer regarding annexation, he was unsure of the answer at this time.

Chairperson Nicholas Skatell asked if there was anyone else to speak on the subdivision.

Mr. Wayne Tyndall of 380 NC 82, which is located across from the subdivision, asked questions regarding the number of bedrooms per home, as well as how many parking spaces the homes would have.

Mr. Brown stated that he was unaware, since his client is not the builder, but rather the developer. They would be responsible for creating the lots within the zoning classification and then sell the lots to be built upon.

Mr. Wayne Tyndall asked where the entrance of the subdivision would be, and if there has been any thought of the side of the road they would be turning from.

Mr. Brown stated that they would be following all NCDOT requirements.

Dr. Mary Margaret Tripp Hether, and Mr. Mark Tripp, both of Benjamin Tripp Lane, asked what the stormwater and drainage plan would be for this development. They expressed concern with water coming in from another local development and want to ensure adequate planning to mitigate flooding.

Town Planner Dylan Eure stated that a development of this size would require approval from North Carolina Department of Environmental Quality, depending on the impervious surfaces and ground types.

Chairperson Nicholas Skatell asked if there was anyone else present to speak on this major subdivision. No one came forward.

Board Member Howard Godwin made a motion to approve the Matthew Property Preliminary Major Subdivision, which was seconded by Kathryn Moore. **The Board voted unanimously.**

### **Family Care Homes**

Town Planner Dylan Eure informed the Board that this is a proposed text amendment to Chapter 36, Article 2 of the Code of Ordinances, entitled "Definitions", as well as Chapter 36, Article 5, Sec 36-115 entitled "R-15 Permitted Uses" to provide an updated definition of family-care homes as well as include them as a permitted use within R-15 zoning district, as required by North Carolina General Statute.

Board Member Grace Watts asked if there were any plans to add any new family care homes to Erwin at this time.

Town Planner Dylan Eure stated that there is not, this amendment just brings our Code of Ordinances in line with the General Statutes.

MINUTES CONTINUED FROM FEBRUARY 16<sup>th</sup> 2026

Vice Chairman Jim Hartman asked if this would change the Good Hope mental hospital zoning?

Town Planner Dylan Eure stated that this would only affect those classified as Family Care Homes, which would allow 2-6 residents, so this would not apply to the hospital.

Vice Chairperson Jim Hartman made a motion to approve this text amendment, which was seconded by Kathryn Moore. **The Board voted unanimously.**

Chairperson Nicholas Skatell asked the Board to read the Statement of Consistency.

Board Member Marsha Woodard read the following Statement of Consistency:

"The proposed text amendment to add the definition of "Family Care Homes" to the Erwin Code of Ordinances, Chapter 36, Article 2, entitled "Definitions", as well as the amendment to Chapter 36, Article 5, Sec 36-115, entitled "R-15 Permitted Uses" allowing Family Care Homes as a permitted use within R-15 zoning district would bring the Town of Erwin's Code of Ordinance in line with the requirements of the North Carolina General Statutes.

Therefore, it is recommended that this amendment be **approved.**"

Board member Howard Godwin made a motion in the affirmative, which was seconded by Kathryn Moore. **The Board voted unanimously.**

ADJOURNMENT

Board Member Howard Godwin made a motion to adjourn the meeting at 7:33 P.M. and was seconded by Kathryn Moore. **Motion unanimously approved.**

**Minutes recorded and typed by  
Katelan Blount, Deputy Town Clerk**

A handwritten signature in black ink, appearing to be 'N. Skatell', written over a horizontal line.

**Nicholas Skatell  
Chairperson**

A handwritten signature in black ink, appearing to be 'K. Blount', written over a horizontal line.

**Katelan Blount  
Deputy Town Clerk**

## **Statement of Consistency**

### **Family Care Homes Text Amendment**

The proposed text amendment to add the definition of "Family Care Homes" to the Erwin Code of Ordinances, Chapter 36, Article 2, entitled "Definitions", as well as the amendment to Chapter 36, Article 5, Sec 36-115, entitled "R-15 Permitted Uses" allowing Family Care Homes as a permitted use within R-15 zoning district would bring the Town of Erwin's Code of Ordinance in line with the requirements of the North Carolina General Statutes.

Therefore, it is recommended that this text amendment **be approved**.



**Nicholas Skatell**  
**Chairperson**



**Katelan Blount**  
**Deputy Town Clerk**

**§ 160D-907. Family care homes.**

(a) The General Assembly finds it is the public policy of this State to provide persons with disabilities with the opportunity to live in a normal residential environment.

(b) As used in this section, the following definitions apply:

- (1) Family care home. – A home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six resident persons with disabilities.
- (2) Person with disabilities. – A person with a temporary or permanent physical, emotional, or mental disability, including, but not limited to, an intellectual or other developmental disability, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments but not including persons with a mental illness who are dangerous to others as defined in G.S. 122C-3(11)b.

(c) A family care home is deemed a residential use of property for zoning purposes and is a permissible use in all residential districts. No local government shall require that a family care home, its owner, or operator obtain, because of the use, a special use permit or variance from any such zoning regulation; however, a local government may prohibit a family care home from being located within a one-half mile radius of an existing family care home.

(d) A family care home is deemed a residential use of property for the purposes of determining charges or assessments imposed by local governments or businesses for water, sewer, power, telephone service, cable television, garbage and trash collection, repairs or improvements to roads, streets, and sidewalks, and other services, utilities, and improvements. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2021-88, s. 9(k).)

### 122C-3. Definitions.

changed because an individual is temporarily out of his or her county in a facility or otherwise.

(10a) County program. – A mental health, developmental disabilities, and substance abuse services program established, operated, and governed by a county pursuant to G.S. 122C-115.1.

(11) Dangerous to self or others.

a. Dangerous to self. – Within the relevant past, the individual has done any of the following:

1. The individual has acted in such a way as to show all of the following:

I. The individual would be unable, without care, supervision, and the continued assistance of others not otherwise available, to exercise self-control, judgment, and discretion in the conduct of the individual's daily responsibilities and social relations, or to satisfy the individual's need for nourishment, personal or medical care, shelter, or self-protection and safety.

II. There is a reasonable probability of the individual's suffering serious physical debilitation within the near future unless adequate treatment is given pursuant to this Chapter. A showing of behavior that is grossly irrational, of actions that the individual is unable to control, of behavior that is grossly inappropriate to the situation, or of other evidence of severely impaired insight and judgment shall create a prima facie inference that the individual is unable to care for himself or herself.

2. The individual has attempted suicide or threatened suicide and that there is a reasonable probability of suicide unless adequate treatment is given pursuant to this Chapter.

3. The individual has mutilated himself or herself or has attempted to mutilate himself or herself and that there is a reasonable probability of serious self-mutilation unless adequate treatment is given pursuant to this Chapter.

Previous episodes of dangerousness to self, when applicable, may be considered when determining reasonable probability of physical debilitation, suicide, or self-mutilation.

b. Dangerous to others. – Within the relevant past, the individual has inflicted or attempted to inflict or threatened to inflict serious bodily harm on another, or has acted in such a way as to create a substantial risk of serious bodily harm to another, or has engaged in extreme destruction of property; and that there is a reasonable probability that this conduct will be repeated. Previous episodes of dangerousness to others, when applicable, may be considered when determining reasonable probability of future dangerous conduct. Clear, cogent, and convincing evidence that an individual has committed a homicide in the relevant past is prima facie evidence of dangerousness to others.

(11a) Day/night service. – A service provided on a regular basis, in a structured environment that is offered to the same individual for a period of three or more hours within a 24-hour period.