

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025**

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**HOUSE BILL 1220
PROPOSED SENATE COMMITTEE SUBSTITUTE H1220-PCS10669-CWxfr-26**

Short Title: Various Local Provisions IX. (Local)

Sponsors:

Referred to:

May 5, 2026

1 A BILL TO BE ENTITLED
2 AN ACT TO REPEAL A PROVISION OF THE CHARTER OF THE TOWN OF STEDMAN
3 CONCERNING SALE OF ALCOHOLIC BEVERAGES; TO ALLOW MADISON
4 COUNTY TO SIGN MEMORANDUMS OF UNDERSTANDING WITH UNICOI,
5 GREENE, AND COCKE COUNTIES; TO AMEND THE CHARTER OF THE TOWN OF
6 STANLEY TO ALLOW THE TOWN MANAGER TO HIRE, SUSPEND, OR REMOVE
7 TOWN EMPLOYEES OTHER THAN THE TOWN ATTORNEY; TO PROVIDE THE
8 TOWN OF PINE KNOLL SHORES WITH THE AUTHORITY TO PLACE AIDS AND
9 MARKERS TO NAVIGATION; TO ANNEX INTO THE CITY OF JACKSONVILLE
10 CERTAIN PORTIONS OF MARINE CORPS BASE CAMP LEJEUNE, MARINE CORPS
11 AIR STATION NEW RIVER, AND MARINE CORPS SPECIAL OPERATIONS
12 COMMAND AT STONES BAY AND THE NEW RIVER; AND TO AUTHORIZE
13 CONSOLIDATED PUBLIC SAFETY ANSWERING POINT OPERATIONS IN
14 CUMBERLAND COUNTY.

15 The General Assembly of North Carolina enacts:

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17 **PART I. STEDMAN TOWN CHARTER ALCOHOLIC BEVERAGE SALES**

18 **SECTION 1.** Section 8 of Chapter 67 of the Private Laws of 1913 is repealed.
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20 **PART II. MADISON COUNTY INTERSTATE MOUS**

21 **SECTION 2.(a)** Notwithstanding any provision of law to the contrary, the Madison
22 County Sheriff's Office may enter into memorandums of understanding with the following
23 sheriffs' offices located in Tennessee: Unicoi County, Greene County, and Cocke County. These
24 memorandums of understanding shall permit the sheriffs' offices to engage across state lines in
25 law enforcement special operations missions and cooperative law enforcement actions.

26 **SECTION 2.(b)** Any memorandum of understanding entered into pursuant to this
27 section shall specify the manner in which liability claims for damage to persons or property as a
28 result of law enforcement special operations missions and cooperative law enforcement actions
29 will be shared or assigned. While ensuring public safety, each memorandum of understanding
30 shall limit to the greatest extent possible the liability of Madison County and the State of North
31 Carolina.

32 **SECTION 2.(c)** No later than November 1 of each year, any memorandum of
33 understanding entered into that year pursuant to this section shall be reported to the Department
34 of Justice.

35 **SECTION 2.(d)** This section applies only to Madison County.
36



PART III. STANLEY TOWN CHARTER MANAGER AUTHORITY

SECTION 3. Section 9 of the Charter of the Town of Stanley, being Chapter 233 of the Private Laws of 1911, as amended by an ordinance adopted by the Town of Stanley on November 3, 1986, an ordinance adopted by the Town of Stanley enacted on July 1, 1991, a resolution adopted by the Town of Stanley on March 2, 1992, and Section 9 of S.L. 2024-20, reads as rewritten:

"Sec. 9. That on the second Monday in May, one thousand nine hundred and eleven, and biennially thereafter, the Town Council, after having taken an oath before some justice of the peace of Gaston County to support the constitution of the United States and the constitution of the State of North Carolina, and to well, faithfully and truly perform the duties of the office of a Town Council of the town of Stanley, to the best of their ability, which oath shall be subscribed to and entered upon the minutes of the corporation, and attested to by the individual administering the oath, shall take their seats and remain in office for a period of four years and until a successor is elected and qualified, except such as may be removed for cause or otherwise. They shall organize by electing one member chair, who shall act as a mayor pro tempore, in case of a vacancy, absence, or illness of the mayor. Notwithstanding G.S. 160A-63, vacancies on the Town Council shall be filled by appointment of the remaining members of the Town Council for the remainder of the unexpired term. A majority of the Town Council shall constitute a quorum for the transaction of business. Said Town Council shall meet for the transaction of business at least once a month, and shall meet on the call of the mayor, or a majority of the Town Council, as often as may be necessary. The Town Council shall have the power, when deemed necessary, to appoint or remove the Town Attorney.

Sub-Section A – Council-Manager Form of Government.

The Town of Stanley shall be governed by the Council-Manager form of government as described in Part II, Article VII of Chapter 160A of the North Carolina General Statutes. The Town Council shall appoint a Town Manager to serve at its pleasure. ~~He~~ The Town Manager shall be appointed solely on the basis of ~~his~~ executive and administrative qualifications and the Town Manager need not be a resident of the ~~City~~ Town or the State at the time of ~~his~~ appointment. ~~He~~ The Town Manager shall receive such compensation as the Council may from time-to-time fix.

Sub-Section B – Duties of Town Manager.

The Town Manager shall be the chief administrator of the Town. ~~He~~ The Town Manager shall be responsible to the Town Council for administering all municipal affairs placed in ~~his~~ the Town Manager's charge and shall have the following powers and duties:

- i. ~~He~~ The Town Manager shall hire, suspend or remove all ~~City employees, Town employees~~ employees except the ~~City Attorney, the City Tax Collector, and the City Clerk, Town Attorney~~ in accordance with such General Personnel Rules, regulations and policies, or ordinances as the Council may adopt.
- ii. ~~He~~ The Town Manager shall direct and supervise the administration of all departments, offices and agencies of the Town subject to the general direction and control of the Council, except as otherwise provided by law.
- iii. ~~He~~ The Town Manager shall attend all meetings of the Town Council and recommend any measures that ~~he~~ the Town Manager deems expedient.
- iv. ~~He~~ The Town Manager shall see that all laws of the State, the Charter and the Ordinances, Resolutions and Regulations of the Town Council are faithfully executed within the Town.
- v. ~~He~~ The Town Manager shall prepare and submit the annual budget and capital program to the Town Council.
- vi. ~~He~~ The Town Manager shall annually submit to the Town Council and make available to the public a complete report on the finances and administrative activities of the ~~City~~ Town as of the end of the fiscal year.

- 1 vii. ~~He~~ The Town Manager shall make any other reports that the Town Council may
2 require concerning the operations of ~~city~~ Town departments, offices and
3 agencies subject to ~~his~~ the Town Manager's direction and control.
- 4 viii. ~~He~~ The Town Manager shall be a proper party to receive and accept service of
5 all complaints, notices, legal process and other documents of a judicial nature
6 on behalf of the ~~City~~ Town.
- 7 ix. ~~He~~ The Town Manager shall perform any other duties that may be required or
8 authorized by the Town Council.

9 Sub-Section C – Acting ~~City~~ Town Manager.

10 By letter filed with the ~~City~~ Town Clerk, the Town Manager may designate, subject to the
11 approval of the Council, a qualified person to exercise the powers and perform the Town
12 Manager's duties of ~~Manager~~ during ~~his~~ temporary absence or disability. During this absence or
13 disability, the Council may revoke that designation at any time and appoint another to serve until
14 the Town Manager returns or ~~his~~ the disability ceases.

15 Sub-Section D – Interim ~~City~~ Town Manager.

16 When the position of ~~City~~ Town Manager is vacant, the council shall designate a qualified
17 person to exercise the powers and perform the duties of Manager until the vacancy is filled.

18 Sub-Section E – Mayor and Councilmen Ineligible to Act Manager.

19 Neither the Mayor nor any member of the Town Council shall be eligible for appointment as
20 Town Manager or Interim Town Manager."

21 **PART IV. PINE KNOLL SHORES NAVIGATIONAL MARKERS**

22 **SECTION 4.(a)** The Town of Pine Knoll Shores (Town) is empowered to make,
23 adopt, and enforce ordinances for the navigable waters of canals and Bogue Sound within the
24 corporate limits and extraterritorial jurisdiction of the Town concerning the following:

- 25 (1) Placement and maintenance of channel aids and markers, anchoring aids and
26 markers, and navigational aids and markers in conformity with the United
27 States Aids to Navigation System and the rules of the Wildlife Resources
28 Commission as adopted for use on the waters of North Carolina pursuant to
29 G.S. 75A-15(c). Before placing channel aids and markers, anchoring aids and
30 markers, and navigational aids and markers, the Town Board of
31 Commissioners, by ordinance, shall identify the location of the aids and
32 markers by use of Global Positioning System coordinates and notify both the
33 U.S. Coast Guard and the U.S. Army Corps of Engineers in writing of the
34 intent to place the aids and markers. The notice shall be at least six weeks prior
35 to the placement of any channel aids and markers, anchoring aids and markers,
36 or navigational aids and markers under the authority granted by this section.
- 37 (2) The enforcement of ordinances adopted under the authority of this section in
38 accordance with G.S. 160A-175.

39 **SECTION 4.(b)** This section is intended to supersede G.S. 75A-15(a)(3) for the
40 navigable waters of canals and Bogue Sound within the corporate limits and extraterritorial
41 jurisdiction of the Town of Pine Knoll Shores. In the event of conflict between any local
42 ordinance adopted under the authority of this section and any other statutes, rules, or regulations
43 of the Wildlife Resources Commission, the Department of Environmental Quality, the United
44 States Coast Guard, or the United States Army Corps of Engineers, the State or federal rule or
45 regulation shall supersede and prevail over the local ordinance to the extent of the conflict.

46 **SECTION 4.(c)** Duly sworn law enforcement officers of the Town of Pine Knoll
47 Shores, the Carteret County Sheriff's Office, and the Wildlife Resources Commission shall have
48 the authority to enforce any local ordinances adopted under the authority of this section.

49 **SECTION 4.(d)** This section applies only to the Town of Pine Knoll Shores.

PART V. JACKSONVILLE ANNEXATION

SECTION 5.(a) The following described territory is added to the corporate limits of the City of Jacksonville:

Marine Corps Base Camp Lejeune

Beginning at the intersection of the southern right-of-way line of NC Highway 24 and the centerline of the Camp Lejeune Railroad;

Thence leaving said right-of-way and following the centerline of said Camp Lejeune Railroad in a southerly direction for approximately 3,600 feet to the intersection of the Camp Lejeune Railroad and the centerline of the mainline of the Camp Lejeune Railroad to a point;

Thence along the mainline of the Camp Lejeune Railroad, paralleling Holcomb Boulevard in a southeasterly and southerly direction for a distance of approximately 13,200 feet to the point of intersection of the centerline of Sneads Ferry Road and the centerline of the Camp Lejeune Railroad;

Thence following the centerline of the Sneads Ferry Road in a southeasterly direction approximately 17,700 feet to the intersection of said road and the high water mark of the southern bank of Cowhead Creek;

Thence following the southern high water mark of Cowhead Creek approximately 5,600 feet in a westerly direction to its junction with French's Creek (also known as Frenchman's Creek);

Thence along the southern high water mark of French's Creek in a northerly and westerly direction approximately 8,300 feet to the monument known as "French" (North Carolina State Plane Coordinates X = 2,498,523.47, Y = 326,128.67);

Thence heading in a southerly direction towards New River Inlet where Camp Lejeune crosses the Atlantic Intercoastal Waterway to the southern tip of Onslow Beach where the New River meets the Atlantic Ocean (New River Inlet);

Thence heading in a northeasterly direction for approximately 54,800 feet to Sanders Channel;

Thence heading southwesterly and then turning northerly where the boundary crosses the Atlantic Intercoastal Waterway following the western boundary of Bear Creek until it meets Bear Creek Road;

Thence following the southern right-of-way boundary of Bear Creek Road until it meets NC Highway 172;

Thence following the western right-of-way boundary of NC Highway 172 in a northerly direction for approximately 20,350 feet until it intersects Starling Road;

Thence following the southern right-of-way of Starling Road in a westerly direction for approximately 1,735 feet until this meets the southern right-of-way of NC Highway 24;

Thence following the southern right-of-way of NC Highway 24 in a westerly direction for approximately 27,815 feet until it intersects with the beginning point and only containing those parcels/land owned by the United States of America.

Marine Corps Base Camp Lejeune – Greater Sandy Run Training Area

Beginning at the southwest right-of-way corner at the intersection of US Highway 17 and High Hill Road;

Thence following the western boundary of US Highway 17 in a southerly direction to NC Highway 50;

Thence following the eastern boundary of NC Highway 50 in a northwesterly direction to Padgett Road;

Thence following the southern boundary of Padgett Road to the intersection of Haws Run Road;

Thence following the southern boundary of Haws Run Road in an easterly direction to intersection of Dawsons Cabin Road;

Thence following the southern right-of-way boundary of Dawsons Cabin Road to High Hill Road;

1 Thence following the western right-of-way boundary of High Hill Road in a southerly
2 direction to the beginning point and only containing those parcels/land owned by the United
3 States of America.

4 Marine Corps Air Station New River, Marine Corps Special Operations Command at Stones
5 Bay and the New River

6 Beginning at the monument "Jarman" located at New River Air Station at the junction of
7 Southwest Creek with New River (NC Plane Coordinates X = 2,472,581.66, Y = 348,526.23);

8 Thence up the northern or main channel of Southwest Creek in a southerly and then
9 northwesterly direction to the junction of the said creek with Rhodes Creek at a point immediately
10 northwest of the old Atlantic Coast Line Railroad (New Bern Branch);

11 Thence up the meanders of Rhodes Creek and Richardson Branch in a northwesterly direction
12 to its intersection with the eastern right-of-way line of US Highway 17;

13 Thence heading in a southerly direction following the eastern right-of-way boundary of US
14 Highway 17 for approximately 42,970 feet to the northern corner point of PAR ID 028458 (Tax
15 map parcel 757-9);

16 Thence heading in a southerly direction for approximately 960 feet towards the southeastern
17 most corner point of PAR ID 058282 (Tax map parcel 757-9.1) which intersects with NC
18 Highway 210 Right-of-way;

19 Thence following in an easterly direction the northern right-of-way boundary of NC Highway
20 210 for approximately 14,601 feet to the northwest corner point of PAR ID 041004 (Tax map
21 parcel 765-62.18);

22 Thence following the northwestern property boundary in a northeasterly direction to
23 northeastern corner point of PAR ID 041004 where it abuts Everett Creek for approximately
24 6,090 feet;

25 Thence following Everett Creek in a southeasterly direction until it meets the New River;

26 Thence following the New River towards the NC Highway 172 Bridge in a northeasterly
27 direction;

28 Thence following the centerline of NC Highway 172 to Pollocks Point;

29 Thence following the New River in a northerly direction towards Jacksonville to the
30 monument known as "French" (North Carolina State Plane Coordinates X = 2,498,523.47, Y =
31 326,128.67);

32 Thence approximately 17,908 feet to Monument "371 USMC" located on Hadnot Point
33 (Hospital Point) (NC Plane Coordinates X = 2,487,613.10, Y = 340,329.81);

34 Thence north approximately 13,959 feet to the monument "Paradise Eccentric" located at
35 Paradise Point (NC Plane Coordinates X = 2,482,316.56, Y = 353,245.56);

36 Thence crossing New River South approximately 10,819 feet to the beginning point,
37 monument "Jarman" located at New River Air Station at the junction of Southwest Creek with
38 New River (NC Plane Coordinates X = 2,472,581.66, Y = 348,526.23).

39 **SECTION 5.(b)** This section shall not create or increase any right for a city to
40 regulate or otherwise influence activities of the federal government or any activities and
41 operations occurring in or on Marine Corps Base Camp Lejeune, Marine Corps Air Station New
42 River, or Marine Corps Special Operations Command at Stones Bay and the New River.

43 **SECTION 5.(c)** This section becomes effective June 30, 2026. To the extent
44 permitted under State and federal law, property in the territory described in this section as of
45 January 1, 2026, is subject to municipal taxes for taxes imposed for taxable years beginning on
46 or after July 1, 2026.

47 **PART VI. CUMBERLAND COUNTY PSAP**

48 **SECTION 6.(a)** Single PSAP Authorization. – Cumberland County may, by
49 majority vote of the Cumberland County Board of Commissioners, elect to operate no more than
50 one primary PSAP within its geographical boundaries to serve all emergency communication
51

1 needs for the county and all municipalities located within the county. Upon adoption of the
2 resolution, all municipalities within Cumberland County shall participate in the consolidated
3 PSAP system.

4 **SECTION 6.(b)** County Operation. – Unless otherwise designated by resolution of
5 the Cumberland County Board of Commissioners, the single PSAP operated under this section
6 shall be operated and maintained by the Cumberland County government.

7 **SECTION 6.(c)** Alternative Designation. – If the Cumberland County Board of
8 Commissioners elects to operate a single PSAP under this section, it may by majority vote and
9 formal resolution do one of the following:

10 (1) Designate a municipality within Cumberland County to operate the county's
11 single PSAP.

12 (2) Designate a joint agency or authority to operate the county's single PSAP.

13 (3) Enter into an interlocal agreement with an adjacent county to consolidate
14 PSAP operations.

15 **SECTION 6.(d)** Transition Period. – If Cumberland County elects to operate a single
16 PSAP under this section, and there are multiple PSAPs operating within the county as of the
17 election date, the multiple PSAP systems shall be consolidated into a single PSAP within 12
18 months of the Board of Commissioners' resolution electing to consolidate PSAP systems under
19 this section, or as determined in any interlocal agreement.

20 **SECTION 6.(e)** Funding and Cost Allocation. – Funding and operational costs for a
21 single PSAP operated under this section shall be allocated through interlocal agreements between
22 Cumberland County and municipalities within Cumberland County. All municipalities within
23 Cumberland County shall participate in funding the single PSAP system through interlocal
24 agreements. Cost allocation shall be determined by interlocal agreement that may consider
25 factors including population, call volume, property tax base, and other mutually agreed upon
26 criteria. If Cumberland County and the municipalities within Cumberland County cannot reach
27 an agreement on cost allocation within six months of the Board of Commissioners' election to
28 consolidate, costs shall be allocated based on the proportion of emergency calls originating from
29 each municipality's jurisdiction in the prior fiscal year. Enhanced or specialized services
30 requested by individual municipalities beyond the base level of service provided to all
31 jurisdictions may be funded separately through supplemental agreements between the requesting
32 municipality and the county. Enhanced services may include additional call takers, specialized
33 dispatch protocols, extended language services, or advanced technology systems. The cost of
34 enhanced services shall be borne solely by the requesting municipality unless otherwise agreed
35 in the interlocal agreement.

36 **SECTION 6.(f)** Compliance with State Law. – Any PSAP operated under this
37 section shall comply with all applicable requirements of Part 10 of Article 15 of Chapter 143B
38 of the General Statutes, including the following:

39 (1) Personnel training and certification requirements established by the North
40 Carolina 911 Board.

41 (2) Technical and operational standards for 911 systems.

42 (3) Database management and maintenance requirements.

43 (4) Call handling and dispatching protocols.

44 (5) Equipment and technology standards.

45 (6) Reporting and record-keeping requirements.

46 (7) Any other standards or requirements established by the North Carolina 911
47 Board.

48 **SECTION 6.(g)** Service Standards. – The single PSAP shall maintain service levels
49 that meet or exceed the standards established by the North Carolina 911 Board and the National
50 Emergency Number Association.

1 **SECTION 6.(h)** For the purposes of this section, public safety answering point
2 (PSAP) is as defined in G.S. 143B-1400(25).

3 **SECTION 6.(i)** This section applies to Cumberland County only.
4

5 **PART VII. EFFECTIVE DATE**

6 **SECTION 7.** Except as otherwise provided, this act is effective when it becomes
7 law.