

**Agenda  
Board of Aldermen  
Town of Gibsonville**

**September 9, 2019  
Regular Meeting**

**Town Hall  
7:00 pm**

1. Invocation - Alderman O'Toole
2. Public Comments
3. Approval of Agenda
4. Approval of Minutes
5. Introduction of Seth Rosson, Intern
6. Recognition of Fire Captain Craig Wyrick
7. Update from Partnership Property Management - Donna Wall
8. Discussion of Stop Signs at The Courtyards at Ashley Woods
9. Subdivision Approval – Apple St. & Burke St.
10. Amendment to Capital Project Ordinance Sewer System Rehabilitation Project
11. Approval to Place Metal Shelter at the Gibsonville Garden Railroad
12. FY 2020 Budget Ordinance Amendment #2
13. Interlocal Agreement for Involuntary Commitment and Transportation with Guilford County, City of Greensboro, and City of High Point
14. Reports
  - a. Manager
  - b. Mayor
  - c. Board Members

## **Addendum**

- 5. Introduction of Seth Rosson, Intern** – Seth Rosson is our new intern with the Town of Gibsonville. He is a senior at Appalachian State University, majoring in Public Administration and minoring in Planning. He will be with the Town until the end of November.
- 6. Recognition of Fire Captain Craig Wyrick** – Fire Captain Craig Wyrick has received the Fire Officer designation; becoming one of the only 486 FO designees worldwide. Fire Chief Todd will make a presentation recognizing Fire Captain Wyrick.  
Attachment: Letter to Fire Chief Todd from Center of Public Safety Chief Operating Officer
- 7. Update from Partnership Property Management** - Donna Wall with PPM will be present to give an update on the Azalea Circle Apartments.
- 8. Discussion of Stop Signs at The Courtyards at Ashley Woods** – There is an Alternate Petition from the Courtyards at Ashley Woods residents. This petition is requesting two stop signs instead of the four that was previously requested. The Alternate Petition will be presented at the meeting.  
Attachments: Letter from The Courtyards at Ashley Woods, Sample of Alternate Petition, and map
- 9. Subdivision Approval- Apple St. & Burke St.** – This is the five lots located on Apple St. and Burke St. owned by Elizabeth Herron zoned RS-12. The Planning Board voted unanimously to approve the subdivision.  
Attachment: Map
- 10. Amendment to Capital Project Ordinance Sewer System Rehabilitation Project** – This is an Amendment to the Capital Project Ordinance for the sewer system rehabilitation project that was approved on August 3, 2015. This Amendment reflects the receipt of the loan and mirrors the project budget for the USDA loan.  
Attachments: August 3, 2015 Capital Project Ordinance & Amended Capital Project Ordinance
- 11. Approval to Place Metal Shelter at the Gibsonville Garden Railroad** – Neil Bromilow is requesting to place a metal shelter at the Gibsonville Garden Railroad (GGR) to house the electrical controls. A representative from the GGR will be present at the meeting.  
Attachment: Information about the shelter
- 12. FY 2020 Budget Ordinance Amendment #2** – The FY2020 Budget Ordinance Amendment #2 accounts for the reallocation of funding for the emergency generator for the Police Department/Town Hall, the reallocation of funding for Police Department renovations, Library State Aid, and a donation to the empty stocking fund.  
Attachment: FY2020 Budget Ordinance Amendment #2

**13. Interlocal Agreement for Involuntary Commitment and Transportation with Guilford**

**County, City of Greensboro, and City of High Point** – Attached is an Interlocal Agreement for Involuntary Commitment and Transportation with Guilford County. The City of Greensboro and the City of High Point are also entering into this agreement. The Police Chief will be present to answer any questions.

Attachment: Interlocal Agreement



Center for  
Public Safety  
Excellence

Item 6

August 21, 2019

James Todd  
Fire Chief  
Gibsonville Fire Department  
Gibsonville, NC

Dear Chief Todd:

On behalf of the Commission on Professional Credentialing (CPC), I am writing to inform you that Stephen Wyrick received the Fire Officer (FO) designation on August 7, 2019. Captain/EMT Wyrick becomes one of only 486 FO designees worldwide.

The Designation program is a voluntary program designed to recognize individuals who demonstrate their excellence in seven measured components including experience, education, professional development, professional contributions, association membership, community involvement and technical competence. In addition, all applicants are required to identify a future professional development plan.

The FO designation program uses a comprehensive peer review model to evaluate candidates seeking the credential. The Commission on Professional Credentialing awards the designation only after an individual successfully meets all of the organization's stringent criteria.

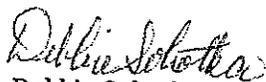
Achieving this designation signifies Captain/EMT Wyrick's commitment to his/her career in the fire and emergency services.

This professional designation is valid for three years. Maintaining the designation requires recipients to show continued growth in the areas of professional development, professional contributions, active association membership and community involvement as well as adhere to a strict code of professional conduct.

Please join us in congratulating Captain/EMT Wyrick on this achievement.

For further information, please contact Rick Mason, CPC Program Manager, at [rmason@cpse.org](mailto:rmason@cpse.org) or 703-691-4620, ext. 210.

Sincerely,

  
Debbie Sobotka  
Chief Operating Officer

August 25, 2019

Greetings residents at The Courtyards at Ashley Woods!

As the community representative on the Board of Directors, I am writing you on behalf of some of our residents regarding the recent addition of stop signs. As you may or may not know, a majority vote petition was needed to get a 90-day trial period for the additional signs. Since these signs are not yet permanent, some residents would have appreciated the opportunity to discuss both the possible benefits and ramifications, as a community, prior to the petition and presentation to the Town of Gibsonville board members.

After recently meeting with Ben Baxley, Town Manager and Chief of Police, Ron Parrish, we were informed that we could re-evaluate/amend the previous petition. Therefore, we are providing additional information to you as well as more specific stop sign options for your consideration that does not entail an all or nothing result. As we grow as a community, there is the hope that decisions will be made for both our individual good as well as the good of our entire community.

Information for consideration prior to completing the new petition:

- Chief Parrish indicates that a request can be made to place a radar speed display sign on our streets to evaluate the extent of speeding in our community and thus determine a documented need for stop signs. Therefore, should a sign(s) be voted to be removed, we could ask that the police department place the radar speed sign(s) to evaluate if it is needed.
- Many residents have expressed support for the stop sign on Ashley Woods Drive when turning right onto Brookview Drive (past mailboxes). This sign is on a corner lot and deters non-stopping cars from traveling at a higher speed while turning into the opposite lane of oncoming traffic and near the driveway of the corner house.
- Some residents feel that the stop sign in front of the residence on Ashley Woods Drive (not on a corner lot and driving from our neighborhood to Highway 70) is not needed at this time due to the small numbers of cars coming from that direction. In the future, consideration for a sign may be needed if and when the proposed new development behind Ashley Woods uses Ashley Woods Drive as a cut-through street. However, that possibility could take years to reach completion.
- Brookview Drive residents possessed the knowledge that they would live on a public street as opposed to a gated or contained community prior to moving into their homes. Any public or private street may see some speeding but the new petition is designed to determine to what extent speeding occurs.

- Some residents believe that the stop signs on Brookview Drive have decreased speeding. Others feel that some speeding has occurred both prior to stop signs as well as after stop signs were erected.
- Some residents feel that the stop sign on Brookview Drive (coming from the Ashley Woods neighborhood) has resulted in some drivers “gunning their engines” and accelerating more quickly after stopping at the sign.
- Some residents on Tall Timber Drive say the sign on Brookview at Tall Timber Drive provides better visibility when turning onto Brookview Drive.
- Two residences (which are not on a corner lot - one on Ashley Woods Drive and one on Brookview Drive) have stop signs directly in front of their homes and in close proximity to their driveways. Cars are constantly stopping at the signs within 25 feet of their front windows and garages. By town ordinance, parking is not allowed near a stop sign and therefore prevents family and guest parking in front of their homes. In addition, an important issue worth noting is the possible negative affect of the stop signs on the resale and resale value of these homes.

Thank you for studying the above issues carefully and for your willingness to consider all our residents prior to completing the new petition. A new petition will offer more options for your consideration with every resident having the opportunity to vote, “Yes” or “No”.

The results of the survey will be presented at the Town of Gibsonville Board of Aldermen meeting on September 9 at 7:00 pm. Your representation would be greatly appreciated!

Thanks again and see you in the neighborhood!

Angela Barnes  
abarnes005@twc.com

**The Courtyards at Ashley Woods  
Homeowners Association, Inc.**

**Town of Gibsonville amended petition for stop signs (added in June  
2019) to address each sign individually**

Please vote **YES** or **NO**

- 1) **Stop sign on Brookview Drive** (driving into The Courtyards at Ashley Woods from the Ashley Woods neighborhood)  
      \_\_\_ **YES**                    \_\_\_ **NO**
  
- 2) **Stop sign at 1302 Brookview Dr.** (in front of residence and not on a corner)  
      \_\_\_ **YES**                    \_\_\_ **NO**
  
- 3) **Stop sign on Ashley Woods Drive** (coming into community from Hwy 70 past mailboxes)  
      \_\_\_ **YES**                    \_\_\_ **NO**
  
- 4) **Stop sign at 522 Ashley Woods Drive** (in front of residence and not on corner when driving from inside the community toward Hwy 70)  
      \_\_\_ **YES**                    \_\_\_ **NO**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

Please return this form to Slatter Management by September 4 via the following:

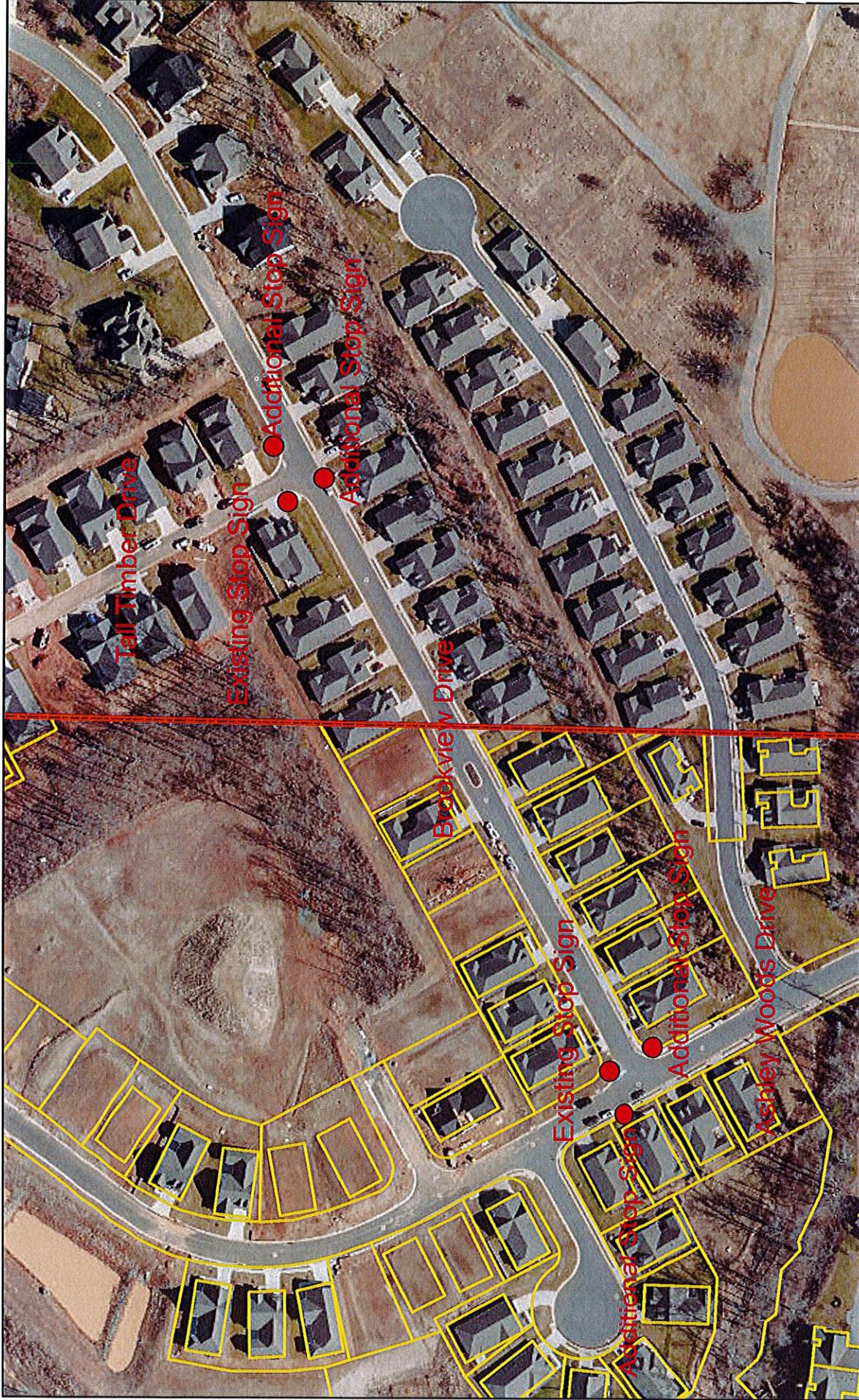
Email: [andrea@slatterinc.com](mailto:andrea@slatterinc.com)

Fax: 336-378-5975

Mail: 4125-G Walker Avenue  
Greensboro, NC 27407

August 26, 2019

# Guilford County, NC



June 14, 2019

1:2,000  
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0 25 50 100 m  
efunder



**CAPITAL PROJECT ORDINANCE  
SEWER SYSTEM REHABILITATION PROJECT**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE, NORTH CAROLINA**, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance Amendment is hereby adopted:

Section 1. The Project authorized is Sewer System Rehabilitation Project.

Section 2. The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.

Section 3. The following revenues are anticipated to be available to the Town to complete the project:

Loan Proceeds	\$	2,272,000
Transfer from General Fund Balance	\$	50,000

Section 4. The following amounts are appropriated for this project:

Construction	\$	1,482,781
Engineering and Preliminary Investigation	\$	434,500
Contingency	\$	326,219
Interest – Interim Financing	\$	40,500
Legal Fees – Bond Attorney	\$	35,000
Legal Fees – Local Attorney	\$	3,000

Section 5. The Town Manger shall report on the financial status of this project as directed by the Board of Aldermen and will inform the Board of any unusual occurrences.

Section 6. Copies of this project ordinance amendment shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.

Section 7. That this ordinance amendment shall take effect upon passage.

This the 9<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Leonard Williams, Mayor

ATTEST:

\_\_\_\_\_  
Laurie Yarbrough, Town Clerk

**CAPITAL PROJECT ORDINANCE  
SEWER SYSTEM REHABILITATION PROJECT**

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- Section 1. The Project authorized is Sewer System Rehabilitation Project.
- Section 2. The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.
- Section 3. The following revenues are anticipated to be available to the Town to complete the project:
- |                                    |            |
|------------------------------------|------------|
| Transfer from General Fund Balance | \$ 409,500 |
|------------------------------------|------------|
- Section 4. The following amounts are appropriated for this project: \_\_\_\_\_
- |   |            |
|---|------------|
| Engineering and Preliminary Investigation | \$ 409,500 |
|---|------------|
- Section 5. The Town Manger shall report on the financial status of this project as directed by the Board of Aldermen and will inform the Board of any unusual occurrences.
- Section 6. Copies of this project ordinance shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.
- Section 7. That this ordinance shall take effect upon passage.

This the 3<sup>rd</sup> day of August, 2015.

  
Leonard Williams, Mayor

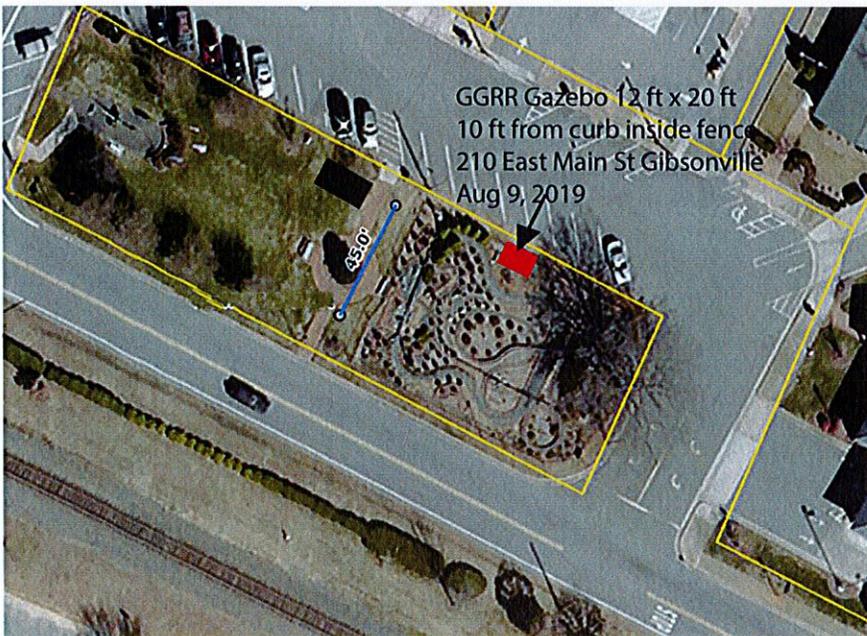
ATTEST:

  
Laurie Yarbrough, Town Clerk

# Gibsonville Garden Railroad (GGRR) Electrical Controls Shelter

Aug 13, 2019

1. It is proposed to build an all metal 20 ft x 12 ft open shelter (without walls) to provide shelter for the electrical controls for the GGRR at 210 East Main Street Gibsonville, NC. The eave height is 7 feet. (see photo below).
2. This pre-engineered shelter is certified by a North Carolina registered Professional Engineer that it meets the North Carolina Building Code and will withstand the required 35 pound/sf snow load and the 105-140 mph wind loads.
3. This shelter is anchored by six helix (earth screws), which will allow the shelter to be removed in the future if needed.
4. The roof panels are dark green and the trim is white.
5. The site is inside the fence for the GGRR and 10 feet from the curb.



# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** Ben Baxley, <sup>RBB</sup> Town Manager

**Date:** 9/5/2019

**Re:** FY 2020 Budget Ordinance Amendment #2

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The attached FY 2020 Budget Ordinance Amendment #2 is needed to reallocate funding for the emergency generator for the Police Department/Town Hall, reallocate funding for the Police Department renovations, account for State Aid Grant to the Gibsonville Public Library (this is a monthly grant), and a donation to the Empty Stocking Fund. Below is a list of the amendments with explanations.

## General Fund Revenues

- Increase of \$82 in Miscellaneous line item to account for a donation to the Empty Stocking Fund
- Increase of \$408 in Library State Aid Grant line item to account for said funding
- Increase of \$216,000 in Appropriated General Fund Balance line item to fund the emergency generator for the Police Department/Town Hall in the amount of \$136,000 and to fund the Police Department renovations in the amount of \$80,000

## General Fund Expenditures

- Increase of \$136,000 in Administration line item for the emergency generator for the Police Department/Town Hall
- Increase of \$80,082 in Police line item for the Police Department renovations
- Increase of \$408 in Library line to account for account for a monthly State Aid Grant

The amendments increase the General Fund budget by \$216,490.

**TOWN OF GIBSONVILLE, NORTH CAROLINA  
FY 2020 BUDGET ORDINANCE AMENDMENT #2**

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 9th day of September, 2019 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

**SECTION I. GENERAL FUND**

<b>Anticipated Revenues</b>	<b>FY 2020</b>	<b>Amendment</b>	<b>FY 2020</b>
	<b><u>Current Budget</u></b>	<b><u>Increase/Decrease</u></b>	<b><u>Revised Budget</u></b>
Taxes, Current Year	2,956,000	-	2,956,000
Taxes, Prior Years	25,150	-	25,150
Motor Vehicle Tax	372,000	-	372,000
Penalties & Interest	12,000	-	12,000
Cemetery	10,000	-	10,000
Recreation	82,000	-	82,000
Sanitation Service Charge	306,000	-	306,000
Interest on Investments	8,000	-	8,000
Fire District Tax (Guilford)	14,400	-	14,400
Library	2,000	-	2,000
Transfer Perpetual Care	2,700	-	2,700
Sale of Fixed Assets	10,000	-	10,000
Guilford County Funds	55,500	-	55,500
Code Enforcement/Planning	8,000	-	8,000
Brush/White Goods Pickup Fees	2,000	-	2,000
<i>Miscellaneous</i>	<i>31,520</i>	<b>82</b>	<i>31,602</i>
GHA	2,340	-	2,340
Stormwater Fee	32,000	-	32,000
Solid Waste Disposal Tax	4,600	-	4,600
Intangible: Sales Tax (Alamance Co.)	921,000	-	921,000
Intangible: Sales Tax (Guilford Co.)	488,500	-	488,500
Utility Franchise	400,000	-	400,000
Beer & Wine	30,000	-	30,000
<i>Library State Aid Grant</i>	<i>408</i>	<b>408</b>	<i>816</i>
Federal Drug Funds	24,000	-	24,000
Powell Bill Funds	192,000	-	192,000
<i>Appropriated General Fund Balance</i>	<i>713,989</i>	<b>216,000</b>	<i>929,989</i>
Appropriated Recreation Capital Reserve	30,033	-	30,033
<b><i>Total Anticipated Revenues</i></b>	<b><u>6,736,140</u></b>	<b><u>216,490</u></b>	<b><u>6,952,630</u></b>

**Authorized Expenditures**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Governing Board	68,346	-	68,346
<i>Administration</i>	<i>1,002,474</i>	<i>136,000</i>	<i>1,138,474</i>
<i>Police</i>	<i>2,056,643</i>	<i>80,082</i>	<i>2,136,725</i>
Fire	1,070,619	-	1,070,619
Public Works	1,491,214	-	1,491,214
Powell Bill	102,500	-	102,500
Recreation	714,165	-	714,165
<i>Library</i>	<i>172,679</i>	<i>408</i>	<i>173,087</i>
Cemetery	17,500	-	17,500
Contingency	40,000	-	40,000
<b>Total Authorized Expenditures</b>	<b><u>6,736,140</u></b>	<b><u>216,490</u></b>	<b><u>6,952,630</u></b>
	0		0

**SECTION II. WATER & SEWER**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<b>Anticipated W&amp;S Revenues</b>			
<b><u>Water Revenues</u></b>			
Water Service Fees	815,000	-	815,000
Tapping Fees	1,000	-	1,000
Meter Setting	13,000	-	13,000
Reconnection Fees	45,000	-	45,000
Realize Deferred Revenue	57,045	-	57,045
Miscellaneous Revenues	11,000	-	11,000
Internet Convenience Fees	12,000	-	12,000
Retained Earnings Appropriation	15,000	-	15,000
<b>Total Anticipated Water Revenues</b>	<b><u>969,045</u></b>	<b><u>-</u></b>	<b><u>969,045</u></b>
<b><u>Sewer Revenues</u></b>			
Sewer Service Fees	2,200,000	-	2,200,000
Tapping Fees	1,000	-	1,000
Meter Setting	13,000	-	13,000
Reconnection Fees	45,000	-	45,000
Realize Deferred Revenue	57,045	-	57,045
Miscellaneous Revenues	11,000	-	11,000
Internet Convenience Fees	12,000	-	12,000
Retained Earnings Appropriation	15,000	-	15,000
<b>Total Anticipated Sewer Revenues</b>	<b><u>2,354,045</u></b>	<b><u>-</u></b>	<b><u>2,354,045</u></b>
<b>Total Anticipated W&amp;S Revenues</b>	<b><u>3,323,090</u></b>	<b><u>-</u></b>	<b><u>3,323,090</u></b>
<b>Authorized W&amp;S Expenditures</b>			
<b>Water Expenditure</b>	969,045	-	969,045
<b>Sewer Expenditures</b>	2,354,045	-	2,354,045
<b>Total Authorized Expenditures</b>	<b><u>3,323,090</u></b>	<b><u>-</u></b>	<b><u>3,323,090</u></b>
	-	-	-

**SECTION III. PERPETUAL CARE FUND**

<i>Anticipated Revenues</i>	<b>2,700</b>	-	<b>2,700</b>
<i>Authorized Expenditures</i>	<b>2,700</b>	-	<b>2,700</b>
	-	-	-

**SECTION IV. TAX RATE ESTABLISHED**

An ad valorem tax rate of \$0.53 per \$100 at full valuation is hereby established as the official tax rate for the Town of Gibsonville for the fiscal year 2020. This rate is based on a total valuation of property of \$636,652,700 and an estimated collection rate of 98.61%.

**SECTION V.**

Charges for services and fees by Town Departments are levied in the amounts set forth in the Fee Schedule (See Attachment A).

**SECTION VI. SPECIAL AUTHORIZATION - BUDGET OFFICER**

A. Budget Officer shall be authorized to reallocate departmental appropriations among various object of expenditures as he believes necessary.

B. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocations is reduced. Notation of all such transfers shall be made to the Board on the next succeeding Financial Report.

C. He may make interfund loans for a period of not more than 60 days.

D. Interfund transfers, established in the budget document may be accomplished without recourse to the Board.

**SECTION VII. RESTRICTION - BUDGET OFFICER**

A. Interfund transfer of monies, except as noted in Section VI. Shall be accomplished by the Board authorization only.

B. The utilization of any contingency appropriations shall be accomplished only with Board authorization.

**SECTION VIII. UTILIZATION OF BUDGET ORDINANCE**

This Ordinance Amendment and the Budget Document shall be the basis of the financial plan for the Gibsonville Municipal Government during the 2020 fiscal year. The Budget Officer shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records which are consonance with the Budget and this Ordinance and the appropriate statute of the State of North Carolina.

Amended this the 9th day of September, 2019.

Attest:

\_\_\_\_\_  
Mayor of Gibsonville, NC

\_\_\_\_\_  
Town Clerk of Gibsonville, NC

Item 13

THE STATE OF NORTH CAROLINA

GUILFORD COUNTY

**INTERLOCAL AGREEMENT FOR INVOLUNTARY COMMITMENT AND  
TRANSPORTATION**

**BETWEEN GUILFORD COUNTY, THE CITY OF GREENSBORO,  
THE CITY OF HIGH POINT AND THE CITY OF GIBSONVILLE, NORTH  
CAROLINA**

**WITNESSETH:**

This Agreement is made and entered into effective as of the 1<sup>st</sup> day of October 2019, by and between the COUNTY of GUILFORD, by and through its Board of Commissioners ("COUNTY"), the CITY OF GREENSBORO, by and through its City Council ("GREENSBORO"), the CITY OF HIGH POINT, by and through its City Council ("HIGH POINT") and the CITY OF GIBSONVILLE, by and through its City Council ("GIBSONVILLE").

**WHEREAS**, North Carolina General Statute §122C-251 (Session Law 2018-33) requires that a city or county shall adopt a plan for the transportation of respondents in involuntary commitment proceedings and that private agency personnel may be designated to provide all or parts of the transportation required by said proceedings. Law enforcement, other affected agencies, and the area authority shall participate in the planning, and the plan must assure adequate safety and protections for both the public and the respondent. Private agency personnel designated to provide transportation shall be trained and follow the applicable procedures set forth in Chapter 122C of the North Carolina General Statutes;

**WHEREAS**, this Agreement is required and authorized by State law and is adopted for the purpose of improving behavioral health access, providing quicker transportation of persons to health care facilities and to lower confusion and delays in the administration of these services to the citizens of Guilford County;

**WHEREAS**, this Agreement will be effectuated by adoption of the attached Agreement between the Guilford County Sheriff's Office, the Greensboro Police Department, the High Point Police Department and the Gibsonville Police Department;

**WHEREAS**, Guilford County by the Board of Commissioners and Greensboro City Council, High Point City Council and the Gibsonville City Council have resolved that the following plan for the transportation and custody of respondents in involuntary commitment proceedings under Article 5 of Chapter 122C of the North Carolina General Statutes should be and therefore is hereby adopted:

**NOW, THEREFORE**, in accordance with the foregoing, which are incorporated hereby, the parties agree as follows:

1. **Agreement**: The attached Agreement for Involuntary Commitment Transportation, or one substantially similar hereto, is hereby adopted pursuant to N.C.G.S. §122C-251. Future revisions to this Agreement may be executed directly by the applicable law enforcement agencies without further action by this board or council.
2. **Liability**: To the fullest extent permitted by law, each party to this Agreement will be responsible for its own acts and omissions under this Agreement and for any liability resulting therefrom. In the event that the alleged acts or omissions of one party, or of its employees or officials, under this Agreement lead to a claim of derivative liability against another party to this Agreement, or against its employees or officials, the former shall indemnify and hold harmless the latter with respect to all such claims, including but not limited to attorney's fees and other costs of defense.
3. **No Agency**: Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of principal-agent or master-servant between any party (and/or its officers and employees) and another party (and/or its officers and employees).
4. **Execution**: Separate copies of this Agreement may be executed by the parties and signature pages or copies thereof brought together to form the completed document. This Agreement shall become effective upon execution by all parties and ratification by resolutions of the Guilford County Board of Commissioners, the Greensboro City Council, the High Point City Council, and The Gibsonville City Council in accordance with N.C.G.S. §160A-461.

**GUILFORD COUNTY**

**ATTEST:**

\_\_\_\_\_  
**County Manager**

\_\_\_\_\_  
**Clerk to Board**

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**County Attorney**

**CITY OF GREENSBORO**

**ATTEST:**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**City Clerk**

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**City Attorney**

**CITY OF HIGH POINT**

**ATTEST:**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**City Clerk**

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**City Attorney**

**CITY OF GIBSONVILLE**

**ATTEST:**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**City Clerk**

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**City Attorney**

**AGREEMENT FOR INVOLUNTARY COMMITMENT TRANSPORTATION**  
**(Law Enforcement Agency Responsibility)**

**Participating Agencies:** Guilford County Sheriff's Office ("GCSO")  
Greensboro Police Department ("GPD")  
High Point Police Department ("HPPD")  
Gibsonville Police Department ("Gibsonville PD")

**I. Purpose:**

To identify which Agency is responsible for transporting those individuals who are the subject of an Involuntary Commitment Custody Order ("IVC Order") pursuant to N.C.G.S. §122C-251.

**II. Definitions:**

- **IVC Order:** A Custody Order issued by a Magistrate or a Clerk of Court using one of these two forms: AOC-SP-302A or AOC-SP-302B or an Involuntary Commitment Custody Order entered by a District Court Judge.
- **Respondent:** The individual who is committed under an IVC Order.
- **Area Facility:** (Step # 1) A designated local mental health or medical facility (Moses Cone Hospital, Wesley Long Hospital, Wake Forest Baptist Health High Point Medical Center, RHA and Monarch). These are the "first examination site(s)" referenced in AOC-SP-302A.
- **24 Hour Facility:** (Step #2) A health or medical facility where the Respondent is taken if the first examination if the Area Facility or other physician determines that the Respondent is mentally ill and requires inpatient commitment. At the 24 Hour Facility, a physician will conduct the Respondent's "second examination" within 24 hours of arrival. This is referenced in both AOC-SP-302A and AOC-SP-302B.

These facilities in Guilford County are Cone Behavioral Health, Moses Cone Hospital, Wesley Long Hospital, Wake Forest Baptist Health High Point Medical Center.

- **District Court Hearing ("10 Day Hearing")** (Step #3) If the medical examination at the 24 Hour Facility results in a finding that the Respondent is mentally ill and meets the criteria for inpatient commitment, the Respondent is held at the 24 Hour Facility until he/she has a hearing in District Court (usually at the 10 day mark). If the District Court Judge determines that further inpatient commitment is needed,

the Respondent will be taken back to the same or another 24 Hour Facility for inpatient treatment lasting for up to 90 days.

### III. Jurisdiction:

The GCSO has existing Mutual Aid Agreements with GPD, HPPD and Gibsonville PD. To the extent this Transportation Agreement requires GPD, HPPD or Gibsonville PD to take action to serve an IVC Order and/or transport a Respondent, inside Guilford County but outside of their respective municipal jurisdictions, then and in that event, the legal authority to do so is authorized by said Mutual Aid Agreements.

### IV. Transportation Responsibilities for each Agency:

#### A. GCSO Duties

##### 1. IVC Orders:

(a). The GCSO will handle the service of IVC Orders upon the Respondent when the Respondent is physically located at an address in Guilford County, but outside of Greensboro, High Point and Gibsonville, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address out in the County, and when the Respondent has a home address in Guilford County (but outside of Greensboro, High Point and Gibsonville), the GCSO will continue to attempt to serve the Respondent at any other address inside the County until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address out in the County, and if the Respondent has a home address in Greensboro, High Point or Gibsonville, the GCSO will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

##### 2. Voluntary Respondents:

When a Respondent has a home address inside Guilford County, but outside of Greensboro, High Point and Gibsonville, and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the GCSO will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

3. Jail Inmates:

Any inmate at Jail Central or the High Point Jail that is scheduled to be released and an IVC Order is issued at the request of the GCSO, then the GCSO will handle the service of the IVC Order and transport of the Respondent to the Area Facility or 24 Hour Facility, regardless of the inmate's home address.

4. Out of County Transports:

The GCSO will handle all transports of an IVC Respondent to any facility located in another county.

5. Subsequent Transports:

The GCSO will handle all subsequent transports pursuant to an IVC Order when the Respondent has a home address inside Guilford County, but outside of Greensboro, High Point and Gibsonville. Specifically, when the first examination at an Area Facility has been completed (Step #1), and the Respondent has a home address inside Guilford County, but outside of Greensboro, High Point and Gibsonville, the GCSO will handle all subsequent transports. (for example, to a 24 Hour Facility or other inpatient care facility to complete Steps #2 or #3.)

By agreement, GCSO will also transport Respondents with a home address in High Point or Gibsonville to and from the District Court Hearing (Step #3).

GCSO will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside Guilford County but outside of Greensboro, High Point and Gibsonville city limits.

**B. GPD Duties:**

1. IVC Orders:

(a). GPD will handle the service of IVC Orders upon the Respondent when the Respondent is physically located at an address inside Greensboro city limits, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address inside Greensboro city limits, and when the Respondent has a home address inside Greensboro, the GPD will continue to attempt to serve the Respondent at any other address inside Greensboro until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address inside Greensboro city limits, and if the Respondent has a home address in High Point or Gibsonville, the GPD will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). If the Respondent cannot be successfully served at the initial call address inside Greensboro city limits, and if the Respondent has a home address inside Guilford County but outside of Greensboro, High Point or Gibsonville, the GPD will pass the IVC Order to the GCSO, and the GCSO shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(e). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

## 2. Voluntary Respondents:

When a Respondent has a home address inside Greensboro city limits and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the GPD will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

## 3. Jail Inmates:

If any inmate at Jail Central or the High Point Jail has a home address inside Greensboro city limits and is scheduled to be released from the Jail, and is the Respondent in an IVC Order issued at the request of a third-party who is not employed by the GCSO (e.g., family member, friend, employer, etc.), then the GPD will handle the service of the IVC Order and transport of the Respondent to any Area Facility inside Guilford County for the first examination.

## 4. Out of County Transports:

The GPD will have no responsibility to transport an IVC Respondent to any facility located outside Guilford County.

## 5. Subsequent Transports:

The GPD will handle all subsequent transports inside Guilford County pursuant to an IVC Order, for all Respondents who have a home address inside Greensboro city limits. Specifically, when the first examination at an Area Facility has been completed (Step #1), and the Respondent has a home address inside Greensboro city limits, the GPD will handle all subsequent transports (for example to a 24 Hour Facility or other inpatient care facility to complete Steps #2 or #3) in Guilford County.

By agreement, GPD will also provide transportation for Respondents with a home address in High Point or Gibsonville for transfers between Step # 1 and Step # 2 when both facilities are located within the Greensboro city limits.

GPD will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside Greensboro city limits.

### C. HPPD Duties:

#### 1. IVC Orders:

(a). The HPPD will handle the service of IVC Orders upon the Respondent and the initial transport of the Respondent to an Area Facility or a 24 Hour Facility when the Respondent is physically located at an address inside High Point city limits, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address inside High Point city limits, and when the Respondent has a home address inside High Point, the HPPD will continue to attempt to serve the Respondent at any other address inside High Point until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address inside High Point city limits, and if the Respondent has a home address in Greensboro or Gibsonville, the HPPD will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). If the Respondent cannot be successfully served at the initial call address inside High Point city limits, and if the Respondent has a home address inside Guilford County but outside of Greensboro, High Point or Gibsonville, the HPPD will pass the IVC Order to the GCSO, and the GCSO shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(e). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

#### 2. Voluntary Respondents:

When a Respondent has a home address inside High Point city limits and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the HPPD will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

#### 3. Jail Inmates:

If any inmate at Jail Central or the High Point Jail has a home address inside High Point city limits and is scheduled to be released from the Jail, and is the Respondent in an IVC Order issued at the request of a third-party who is not employed by the GCSO (e.g., family member, friend, employer, etc.), then the HPPD will handle the service of the IVC Order and transport of the Respondent to any Area Facility inside Guilford County for the first examination.

4. Out of County Transports:

The HPPD will have no responsibility to transport an IVC Respondent to any facility located outside Guilford County.

5. Subsequent Transports:

The HPPD will handle all subsequent transports pursuant to an IVC Order inside Guilford County, when the Respondent has a home address inside High Point city limits, except for (1) transfers between Step # 1 and Step # 2 when both facilities are located within the Greensboro city limits (GPD will handle this transportation); and (2) the District Court Hearing (Step #3) (GCSO will handle this transportation).

HPPD will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside High Point city limits.

**D. Gibsonville PD Duties:**

1. IVC Orders:

(a). The Gibsonville PD will handle the service of IVC Orders upon the Respondent and the initial transport of the Respondent to an Area Facility or a 24 Hour Facility when the Respondent is physically located at an address inside Gibsonville city limits, regardless of the Respondent's home address.

(b). If the Respondent cannot be successfully served at the initial call address inside Gibsonville city limits, and when the Respondent has a home address inside Gibsonville, the Gibsonville PD will continue to attempt to serve the Respondent at any other address inside Gibsonville until the IVC Order expires.

(c). If the Respondent cannot be successfully served at the initial call address inside Gibsonville city limits, and if the Respondent has a home address in Greensboro or High Point, the Gibsonville PD will pass the IVC Order to the police department in the city in which the Respondent lives, and that police department shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(d). If the Respondent cannot be successfully served at the initial call address inside Gibsonville city limits, and if the Respondent has a home address inside Guilford County but outside of Greensboro, High Point or Gibsonville, the Gibsonville PD will pass the IVC Order to the GCSO, and the GCSO shall be responsible for continuing to attempt to serve the Respondent until the IVC Order expires.

(e). The Agency which serves the initial IVC Order will provide the initial transport of the Respondent to an Area Facility or a 24 Hour Facility.

2. Voluntary Respondents:

When a Respondent has a home address inside Gibsonville city limits and voluntarily seeks mental health treatment at a local Area Facility inside Guilford County **without any prior law enforcement involvement** (e.g., walk-ins, brought by a family member or EMS) and is then issued an IVC Order, the Gibsonville PD will handle the service of IVC Orders and the transport of the Respondent to any other facility inside Guilford County (e.g., Area Facility or 24 Hour Facility).

3. Jail Inmates:

If any inmate at Jail Central or the High Point Jail has a home address inside Gibsonville city limits and is scheduled to be released from the Jail, and is the Respondent in an IVC Order issued at the request of a third-party who is not employed by the GCSO (e.g., family member, friend, employer, etc.), then the Gibsonville PD will handle the service of the IVC Order and transport of the Respondent to any Area Facility inside Guilford County for the first examination.

4. Out of County Transports:

The Gibsonville PD will have no responsibility to transport an IVC Respondent to any facility located outside Guilford County.

5. Subsequent Transports:

The Gibsonville PD will handle all subsequent transports pursuant to an IVC Order inside Guilford County, when Respondent has a home address inside Gibsonville city limits, except for: (1) transfers between Step # 1 and Step # 2 when both facilities are located within the Greensboro city limits (GPD will handle this transportation); (2) the District Court Hearing (Step #3) (GCSO will handle this transportation).

Gibsonville PD will handle subsequent transports home after discharge, if requested, for all Respondents who have a home address inside Gibsonville city limits.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective October 1, 2019.

\_\_\_\_\_  
Danny Rogers, Sheriff  
Guilford County Sheriff's Office

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2019. \_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL:

\_\_\_\_\_  
Chief Wayne Scott  
Greensboro Police Department

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2019. \_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL:

\_\_\_\_\_  
Chief Ken Shultz  
High Point Police Department

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE  
DAY OF \_\_\_\_\_, 2019. \_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL:

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\_\_\_\_\_  
Chief Ron Parrish  
Gibsonville Police Department

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS THE \_\_\_\_  
DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

AFFIX SEAL: