

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 23, 2017

AGENDA ITEM NUMBER: 4

- SUBJECT: A. RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF LEWISVILLE FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES
- B. RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF WALKERTOWN FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES
- C. RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF BETHANIA FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES
- D. RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF RURAL HALL FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES
- E. RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND VILLAGE OF CLEMMONS FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES
- F. RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND VILLAGE OF TOBACCOVILLE FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES RELATING TO STREET NAMING, ADDRESSING, AND GEOGRAPHIC INFORMATION SERVICES

(MAPFORSYTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION  
OF AN AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND THE TOWN OF LEWISVILLE FOR  
THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES  
RELATING TO STREET NAMING, ADDRESSING, AND  
GEOGRAPHIC INFORMATION SERVICES  
(MAPFORSYTH)**

**WHEREAS**, Forsyth County and the Town of Lewisville have agreed to the terms of the attached Amendment to Interlocal Agreement for the funding and provision of governmental services, to clarify the provision and expenses relating to Street Naming and Addressing Services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Amendment to Interlocal Agreement between Forsyth County and the Town of Lewisville, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said amendment to agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Lewisville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23<sup>rd</sup> day of January 2017.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
FORSYTH COUNTY AND THE TOWN OF LEWISVILLE FOR THE  
FUNDING AND PROVISION OF GOVERNMENTAL SERVICES**

Amendment To Interlocal Agreement is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between Forsyth County (the "County") and the Town of Lewisville (the "Town").

Whereas, the County and Town have previously entered into an Interlocal Agreement for the funding and provision of governmental services, which was fully executed on May 10, 2011; and

Whereas, the County and Town amended the original Interlocal Agreement on August 1, 2013 to clarify the expenses relating to registered classified motor vehicle tax revenues, authorized therein to be shared by the County and the Town; and

Whereas, the County and Town have agreed to amend the said Interlocal Agreement to clarify the provision of and expenses relating to street naming and addressing services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

Whereas, the County and Town have agreed to amend the said Interlocal Agreement to clarify the appropriate department responsible for various services provided through City/County funded departments;

Now, Therefore, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I.A. (3), entitled "Planning", is hereby amended to state the following:

The County agrees to provide zoning code enforcement services and assistance to the Zoning Board of Adjustment through the Planning Division of the City-County Planning and Development Services Department for the incorporated areas of the Town. The Town agrees that the fees and charges for services for provision of the aforementioned services shall continue to be retained by the Planning Division of the City-County Planning and Development Services Department as compensation for services rendered.

Section I.A. (5), entitled "Inspections", is hereby amended to state the following:

The County agrees to provide inspection services in the Town and the Town agrees that for and in consideration of inspection services to be provided by the County, the Inspections Division of the City-County Planning and Development Services Department shall be entitled to continue to retain all fees and charges for inspection services which may be levied pursuant to applicable provisions of the Forsyth County Code. In addition, the Town agrees that the fees and charges for services for administration of the Forsyth County Soil Erosion Control Ordinance shall continue to be retained by the Stormwater/Erosion Control Department of the City of Winston-Salem as compensation for services to be rendered by the County through administration of the Soil Erosion Control Ordinance.

Section I.A. (6) entitled "Other Fees", is hereby removed and referenced as Section I.A. (7) and shall remain entitled "Other Fees".

Section I.A. (6) is entitled "MapForsyth" and hereby states the following:

The County agrees to provide street naming and addressing services in the Town and the Town agrees that for and in consideration of street naming and addressing services to be provided by the County, MapForsyth shall be entitled to

continue to retain all fees and charges for street naming and addressing services which may be levied pursuant to applicable provisions of the Forsyth County Code.

The County agrees to provide Geographic Information Services (GIS) related services to the Town and the Town agrees that for and in consideration of GIS services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for GIS services which may be levied. Any special project specific to the Town and for which there is no countywide purpose, shall incur a fee calculated using the number of project hours and the hourly rate for staff dedicated to project.

All other terms and conditions as set forth in the original agreement shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Forsyth County and the Town of Lewisville  
have set their hands and seals in execution of this amendment.

ATTEST:



(SEAL) TOWN OF LEWISVILLE

By: Joyce L. McWilliams Walker By: [Signature]  
Town Clerk Mayor

ATTEST:

(SEAL) FORSYTH COUNTY

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

[Signature]  
Finance Officer  
Town of Lewisville

11-1-16  
Date

\_\_\_\_\_  
Chief Financial Officer  
Forsyth County

\_\_\_\_\_  
Date

**2016041 OF THE LEWISVILLE TOWN COUNCIL  
AMENDING THE INTERLOCAL AGREEMENT WITH THE COUNTY ON THE  
PROVISION OF GOVERNMENT SERVICES**

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**WHEREAS**, the agreement between the County and the Town of Lewisville needs to be amended to conform with changes of responsibility within the County; and

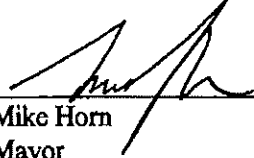
**WHEREAS**, corrections have been made by the county and acknowledged by the Mayor;

**NOW THEREFORE BE IT RESOLVED BY THE LEWISVILLE TOWN COUNCIL** that the amended agreement between the County and Town of Lewisville be approved.

**Amendment resolved, approved and effective upon adoption, this the 13<sup>th</sup> day of October, 2016 by the Lewisville Town Council.**

ATTEST:

  
Joyce C. McWilliams Walker  
Town Clerk

  
Mike Horn  
Mayor



**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION  
OF AN AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND THE TOWN OF WALKERTOWN FOR  
THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES  
RELATING TO STREET NAMING, ADDRESSING, AND  
GEOGRAPHIC INFORMATION SERVICES  
(MAPFORSYTH)**

**WHEREAS**, the Forsyth County and the Town of Walkertown have agreed to the terms of the attached Amendment to Interlocal Agreement for the funding and provision of governmental services, to clarify the provision and expenses relating to Street Naming and Addressing Services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Amendment to the Interlocal Agreement between Forsyth County and the Town of Walkertown, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said amendment to agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Walkertown is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23<sup>rd</sup> day of January 2017.



**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
FORSYTH COUNTY AND THE TOWN OF WALKERTOWN FOR THE  
FUNDING AND PROVISION OF GOVERNMENTAL SERVICES**

Amendment To Interlocal Agreement is hereby made and entered into this 22nd day of September 2016 by and between Forsyth County (the "County") and the Town of Walkertown (the "Town").

Whereas, the County and Town have previously entered into an Interlocal Agreement for the joint or contractual exercise of various governmental functions, which was made on August 22, 1984; and

Whereas, the County and Town amended the original Interlocal Agreement on August 1, 2013 to clarify the expenses relating to registered classified motor vehicle tax revenues, authorized therein to be shared by the County and the Town; and

Whereas, the County and Town have agreed to amend the said Interlocal Agreement to clarify the provision of and expenses relating to street naming and addressing services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

Whereas, the County and Town have agreed to amend the said Interlocal Agreement to clarify the appropriate department responsible for various services provided through City/County funded departments;

Now, Therefore, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 3, entitled "Planning", is hereby amended to state the following:

The County agrees to provide planning services through the ~~County-City Planning Board~~ Planning Division of the City-County Planning and Development Services

Department for the incorporated areas of the Town without charge to the Town. As provided by ordinance adopted by the Town and applicable law, the County shall exercise building code, subdivision, and other planning regulations for the Town of Walkertown.

Section 6, entitled "Inspections", is hereby amended to state the following:

The Town agrees that for and in consideration of inspection services to be provided by the County, the Inspections ~~Department~~ Division of the City-County Planning and Development Services Department shall be entitled to continue to retain all fees and charges for inspection services which may be levied pursuant to applicable provisions of the Forsyth County Code. In addition, the Town agrees that the fees and charges for services for administration of the Forsyth County Soil Erosion Control Ordinance shall continue to be retained by the ~~Inspections~~ Stormwater/Erosion Control Department of the City of Winston-Salem as compensation for services to be rendered by the County through administration of the Soil Erosion Control Ordinance.

Section 7 is added and entitled "MapForsyth" and hereby states the following:

The County agrees to provide street naming and addressing services in the Town and the Town agrees that for and in consideration of street naming and addressing services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for street naming and addressing services which may be levied pursuant to applicable provisions of the Forsyth County Code.

The County agrees to provide Geographic Information Services (GIS) related services to the Town and the Town agrees that for and in consideration of GIS services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for GIS services which may be levied. Any special project specific to the Town and for which there is no countywide purpose, shall incur a fee calculated using the number of project hours and the hourly rate for staff dedicated to project.

All other terms and conditions as set forth in the original agreement shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Forsyth County and the Town of Walkertown have set their hands and seals in execution of this amendment.

ATTEST:

(SEAL) FORSYTH COUNTY

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
County Manager

ATTEST

(SEAL) TOWN OF WALKERTOWN

By: Rusty Soren  
Town Clerk

By: Kenneth Davis  
Mayor



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

\_\_\_\_\_  
Chief Financial Officer  
Forsyth County

\_\_\_\_\_  
Date

*[Signature]*  
Finance Officer  
Town of Walkertown

9/22/16  
Date

**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION  
OF AN AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND THE TOWN OF BETHANIA FOR  
THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES  
RELATING TO STREET NAMING, ADDRESSING, AND  
GEOGRAPHIC INFORMATION SERVICES  
(MAPFORSYTH)**

**WHEREAS**, the Forsyth County and the Town of Bethania have agreed to the terms of the attached Amendment to Interlocal Agreement for the funding and provision of governmental services, to clarify the provision and expenses relating to Street Naming and Addressing Services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Amendment to the Interlocal Agreement between Forsyth County and the Town of Bethania, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said amendment to agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Bethania is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23<sup>rd</sup> day of January 2017.

**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION  
OF AN AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND THE TOWN OF RURAL HALL FOR  
THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES  
RELATING TO STREET NAMING, ADDRESSING, AND  
GEOGRAPHIC INFORMATION SERVICES  
(MAPFORSYTH)**

**WHEREAS**, the Forsyth County and the Town of Rural Hall have agreed to the terms of the attached Amendment to Interlocal Agreement for the funding and provision of governmental services, to clarify the provision and expenses relating to Street Naming and Addressing Services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Amendment to the Interlocal Agreement between Forsyth County and the Town of Rural Hall, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said amendment to agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Rural Hall is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23<sup>rd</sup> day of January 2017.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
FORSYTH COUNTY AND THE TOWN OF RURAL HALL FOR THE FUNDING  
AND PROVISION OF GOVERNMENTAL SERVICES**

Amendment to Interlocal Agreement is hereby made and entered into this 14th day of November 2016 by and between Forsyth County (the "County") and the Town of Rural Hall (the "Town").

WHEREAS, the County and Town have previously entered into an Interlocal Agreement for the joint or contractual exercise of various governmental functions, which was made on June 1, 1974; and

WHEREAS, the County and Town amended the original Interlocal Agreement on August 1, 2013 to clarify the expenses relating to registered classified motor vehicle tax revenues, authorized therein to be shared by the County and the Town; and

WHEREAS, the County and Town have agreed to amend the said Interlocal Agreement to clarify the provision of and expenses relating to street naming and addressing services and Geographic Information Services (GIS), authorized therein to be shared by the County and Town; and

WHEREAS, the County and Town have agreed to amend the said Interlocal Agreement to clarify the appropriate department responsible for various services provided through City/County funded departments;

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 3, entitled "Planning", is hereby amended to state the following:

The COUNTY agrees to provide planning services through the Planning Division of the City-County Planning and Development Services Department for the incorporated areas of the Town without charge to the Town. As provided by ordinance adopted by the Town, the County shall exercise zoning, building code, subdivision, and other planning

regulations for the Town of Rural Hall; and said powers shall be exercised by the Board of Commissioners of Forsyth County.

Section 6, entitled "Inspections", is hereby amended to state the following:

The Town agrees that for and in consideration of inspection services to be provided by the County, the Inspections Division of the City-County Planning and Development Services Department shall be entitled to continue to retain all fees and charges for inspection services which may be levied pursuant to applicable provisions of the Forsyth County Code. In addition, the Town agrees that the fees and charges for services for administration of the Forsyth County Soil Erosion Control Ordinance shall continue to be retained by the Stormwater/Erosion Control Department of the City of Winston-Salem as compensation for services to be rendered by the County through administration of the Soil Erosion Control Ordinance.

Section 7 is entitled "MapForsyth" and hereby states the following:

The County agrees to provide street naming and addressing services in the Town and the Town agrees that for and in consideration of street naming and addressing services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for street naming and addressing services which may be levied pursuant to applicable provisions of the Forsyth County Code.

The County agrees to provide Geographic Information Services (GIS) related services to the Town and the Town agrees that for and in consideration of GIS services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for GIS services which may be levied. Any special project specific to the Town and for which there is no countywide purpose, shall incur a fee calculated using the number of project hours and the hourly rate for staff dedicated to project.

All other terms and conditions as set forth in the original agreement shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Forsyth County and the Town of Rural Hall have set their hands and seals in execution of this amendment.

ATTEST:

(SEAL) FORSYTH COUNTY

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
County Manager

ATTEST:



(SEAL) TOWN OF RURAL HALL

By: *[Signature]*  
Town Clerk

By: *[Signature]*  
Town Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

\_\_\_\_\_  
Chief Financial Officer  
Forsyth County

\_\_\_\_\_  
Date

*[Signature]*  
Finance Officer  
Town of Rural Hall

11-14-16  
Date



**RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF RURAL HALL AND FORSYTH COUNTY FOR JOINT OR CONTRACTUAL EXERCISE OF VARIOUS GOVERNMENTAL FUNCTIONS**

**WHEREAS**, the Town of Rural Hall and Forsyth County have agreed to the terms of the attached Amendment to the Interlocal Agreement for the joint or contractual exercise of various governmental functions to add a section to confirm that Forsyth County shall provide street naming and addressing services and Geographic Information Services in the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town of Rural Hall Board of Councilmen that the attached Amendment to Interlocal Agreement, is hereby ratified as required by NCGS 160A-461, approved, and the Town Manager and Town Clerk are hereby authorized to execute said amendment to agreement subject to pre-audit certificate thereon by Chief Financial Officer, where applicable, and approval as to form and legality by the Town Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying the interlocal cooperation between the Town of Rural Hall and Forsyth County is hereby spread upon the minutes of the Town of Rural Hall Board of Councilmen.

Adopted this 14th day of November, 2016.



ATTEST:

  
Mayor Larry T. Williams

  
Town Clerk Dora K. Moore

**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION  
OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS FOR  
THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES  
RELATING TO STREET NAMING, ADDRESSING, AND  
GEOGRAPHIC INFORMATION SERVICES  
(MAPFORSYTH)**

**WHEREAS**, Forsyth County and the Village of Clemmons have agreed to the terms of the attached Amendment to the Interlocal Agreement for the funding and provision of governmental services, to clarify the provision and expenses relating to Street Naming and Addressing Services and Geographic Information Services (GIS), authorized therein to be shared by the County and Village; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Amendment to the Interlocal Agreement between Forsyth County and the Village of Clemmons, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said amendment to agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the Village of Clemmons is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23<sup>rd</sup> day of January 2017.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
FORSYTH COUNTY AND THE VILLAGE OF CLEMMONS FOR THE  
FUNDING AND PROVISION OF GOVERNMENTAL SERVICES**

Amendment To Interlocal Agreement is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between Forsyth County (the "County") and the Village of Clemmons (the "Village").

Whereas, the County and Village have previously entered into an Interlocal Agreement for the funding and provision of governmental services, which was fully executed on May 10, 2011; and

Whereas, the County and Village amended the original Interlocal Agreement on August 1, 2013 to clarify the expenses relating to registered classified motor vehicle tax revenues, authorized therein to be shared by the County and the Village; and

Whereas, the County and Village have agreed to amend the said Interlocal Agreement to clarify the provision of and expenses relating to street naming and addressing services and Geographic Information Services (GIS), authorized therein to be shared by the County and Village; and

Whereas, the County and Village have agreed to amend the said Interlocal Agreement to clarify the appropriate department responsible for various services provided through City/County funded departments;

Now, Therefore, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I.A. (4) entitled "Other Fees", is hereby ~~removed~~ and referenced as Section I.A. <sup>5</sup>(4) and shall remain entitled "Other Fees".

Section I.A. (4) is entitled "MapForsyth" and hereby states the following:

The County agrees to provide street naming and addressing services in the Village and the Village agrees that for and in consideration of street naming and addressing services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for street naming and addressing services which may be levied pursuant to applicable provisions of the Forsyth County Code.

The County agrees to provide Geographic Information Services (GIS) related services to the Village and the Village agrees that for and in consideration of GIS services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for GIS services which may be levied. Any special project specific to the Village and for which there is no countywide purpose, shall incur a fee calculated using the number of project hours and the hourly rate for staff dedicated to project.

All other terms and conditions as set forth in the original agreement shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Forsyth County and the Village of Clemmons have set their hands and seals in execution of this amendment.

ATTEST:

(SEAL) FORSYTH COUNTY

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

(SEAL) VILLAGE OF CLEMMONS

By: Lisa Shertt  
Village Clerk

By: [Signature]  
Mayor

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

\_\_\_\_\_  
Chief Financial Officer  
Forsyth County

\_\_\_\_\_  
Date

K. Ann Stroud  
Finance Officer  
Village of Clemmons

8.22-2016  
Date

**RESOLUTION RATIFYING, APPROVING AND AUTHORIZING EXECUTION  
OF AN AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND THE VILLAGE OF TOBACCOVILLE  
FOR THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES  
RELATING TO STREET NAMING, ADDRESSING, AND  
GEOGRAPHIC INFORMATION SERVICES  
(MAPFORSYTH)**

**WHEREAS**, Forsyth County and the Village of Tobacconville have agreed to the terms of the attached Amendment to the Interlocal Agreement for the funding and provision of governmental services, to clarify the provision and expenses relating to Street Naming and Addressing Services and Geographic Information Services (GIS), authorized therein to be shared by the County and Village; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached Amendment to the Interlocal Agreement between Forsyth County and the Village of Tobacconville, is hereby ratified as required by N.C.G.S. 160A-461, approved, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said amendment to agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and the Village of Tobacconville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23<sup>rd</sup> day of January 2017.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
FORSYTH COUNTY AND THE VILLAGE OF TOBACCOVILLE FOR  
THE FUNDING AND PROVISION OF GOVERNMENTAL SERVICES**

Amendment To Interlocal Agreement is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between Forsyth County (the "County") and the Village of Tobaccolville (the "Village").

Whereas, the County and Village have previously entered into an Interlocal Agreement for the funding and provision of governmental services, which was fully executed on May 10, 2011; and

Whereas, the County and Village amended the original Interlocal Agreement on August 1, 2013 to clarify the expenses relating to registered classified motor vehicle tax revenues, authorized therein to be shared by the County and the Village; and

Whereas, the County and Village have agreed to amend the said Interlocal Agreement to clarify the provision of and expenses relating to street naming and addressing services and Geographic Information Services (GIS), authorized therein to be shared by the County and Village; and

Whereas, the County and Village have agreed to amend the said Interlocal Agreement to clarify the appropriate department responsible for various services provided through City/County funded departments;

Now, Therefore, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I.A. (3), entitled "Planning", is hereby amended to state the following:

The County agrees to provide planning services through the Planning Division of the City-County Planning and Development Services Department for the incorporated areas of the Village without charge to the Village.

Section I.A. (6), entitled "Inspections", is hereby amended to state the following:

The County agrees to provide inspection services in the Village and the Village agrees that for and in consideration of inspection services to be provided by the County, the Inspections Division of the City-County Planning and Development Services Department shall be entitled to continue to retain all fees and charges for inspection services which may be levied pursuant to applicable provisions of the Forsyth County Code. In addition, the Village agrees that the fees and charges for services for administration of the Forsyth County Soil Erosion Control Ordinance shall continue to be retained by the Stormwater/Erosion Control Department of the City of Winston-Salem as compensation for services to be rendered by the County through administration of the Soil Erosion Control Ordinance.

Section I.A. (7) entitled "Other Fees", is hereby moved and referenced as Section I.A. (8) and shall remain entitled "Other Fees".

Section I.A. (7) is entitled "MapForsyth" and hereby states the following:

The County agrees to provide street naming and addressing services in the Village and the Village agrees that for and in consideration of street naming and addressing services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for street naming and addressing services which may be levied pursuant to applicable provisions of the Forsyth County Code.



The County agrees to provide Geographic Information Services (GIS)related services to the Village and the Village agrees that for and in consideration of GIS services to be provided by the County, MapForsyth shall be entitled to continue to retain all fees and charges for GIS services which may be levied. Any special project specific to the Village and for which there is no countywide purpose, shall incur a fee calculated using the number of project hours and the hourly rate for staff dedicated to project.

All other terms and conditions as set forth in the original agreement shall remain in full force and effect for the duration of this agreement and are incorporated herein by reference as if fully set forth herein.

[SIGNATURES ON NEXT PAGE]

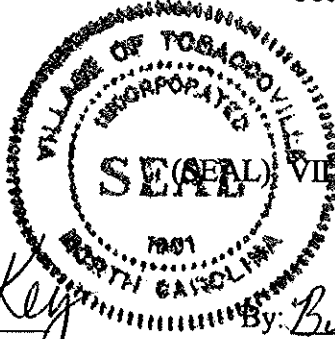
IN WITNESS WHEREOF, Forsyth County and the Village of  
Tobaccoville have set their hands and seals in execution of this amendment.

ATTEST: (SEAL) FORSYTH COUNTY

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
County Manager

ATTEST: (SEAL) VILLAGE OF TOBACCOVILLE



By: Robin S. Key  
Village Clerk

By: Billy W. McPherson  
Mayor

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of moneys to fall due under this Agreement within the current fiscal year has been made by an appropriation duly authorized.

\_\_\_\_\_  
Chief Financial Officer  
Forsyth County

\_\_\_\_\_  
Date

Leo D. Corder Jr.  
Finance Officer  
Village of Tobaccoville

10-24-16  
Date

**RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING  
EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN FORSYTH COUNTY AND THE VILLAGE OF  
TOBACCOVILLE FOR THE FUNDING AND PROVISION OF  
GOVERNMENTAL SERVICES**

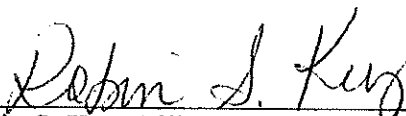
**WHEREAS**, the Village of Tobaccoville and Forsyth County have agreed to the terms of the attached Amendment to Interlocal Agreement Between Forsyth County and the Village of Tobaccoville for the Funding and Provision of Governmental Services (“Amendment”) to add a section to confirm that Forsyth County shall provide street naming and addressing services and Geographic Information Services in the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Tobaccoville that the attached Amendment is hereby ratified as required by NCGS 160A-461, approved, and the Village Administrator and Village Clerk are hereby authorized to execute said Amendment subject to pre-audit certificate thereon by Chief Financial Officer, where applicable, and approval as to form and legality by the Village Attorney.

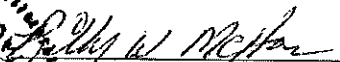
**BE IT FURTHER RESOLVED** that this resolution ratifying the Amendment is hereby spread upon the minutes of the Village of Tobaccoville Council.

**ADOPTED** this 6<sup>th</sup> day of October, 2016.

**ATTEST:**

  
\_\_\_\_\_  
Robin S. Key, Village Clerk



  
\_\_\_\_\_  
Billy W. McHone, Mayor