

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

REVISED  
ITEM

MEETING DATE: JANUARY 23, 2017

AGENDA ITEM NUMBER: 4-ABCDE&F

- 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:** Recommend Approval

**SUMMARY OF INFORMATION:** See attached

**ATTACHMENTS:**  YES  NO

**SIGNATURE:** *J. Dudley Watts, Jr.* **COUNTY MANAGER** **DATE:** January 18, 2017

**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: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk to the Board 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] 11-1-16  
Finance Officer Date  
Town of Lewisville

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

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

---

---


**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

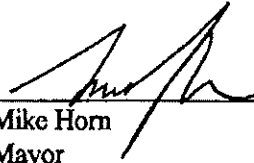
**WHEREAS**, corrections have been made by the county and acknowledged by the Mayor;

**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 Sorenson  
Town Clerk

By: Ken [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

[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.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is between the County of Forsyth, a political subdivision of the State of North Carolina, hereinafter called the County, and the Town of Bethania, a municipal corporation organized under the laws of the State of North Carolina, hereinafter called the Town.

GENERAL PROVISIONS:

1. The purpose of this Agreement is to set forth the contractual arrangements between the Town and County to provide governmental services to the Town, for the purposes provided herein.

2. This Agreement, upon the execution by both the Town and the County, shall supersede all previous interlocal funding agreements between the parties related to the undertakings set forth and described herein upon the effective date provided herein, whether set forth in formal written agreements or previously agreed upon or followed, except where state law provides otherwise. Except as relates to funding provisions, the previous agreements shall in all respects remain in full force and effect.

3. The Town and County contract and agree with each other in accordance with Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes and other applicable laws:

4. The Town hereby agrees to compensate the County the cost of funding and providing each undertaking and service agreed to in this contract as indicated below in Section I, Payment Formulae. Such cost shall consist of all expenses which can be specifically identified with the service being provided. The list of cost items will be reviewed and approved by both the Town and County Managers prior to the annual submission of budgets to the respective governing bodies.

I. PAYMENT FORMULAE:

A. Services to be Administered by the County:

(1) Tax Administration.

The County agrees to provide tax collection administration and collection services for the Town and the Town agrees to pay the County for tax administration and collection services the amount of one percent (1%) of the total amount of Bethania taxes collected by the County, with the minimum fee in any event to be Five Hundred Dollars (\$500.00) per year.

(2) Fire Protection.

The County and the Town agree that the provision for fire protection services within the Town shall continue as presently in existence, meaning as provided prior to the incorporation of the Town.

(3) Planning.

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.

(4) Board of Elections.

The annual administrative and registration expenses of the Board of Elections will be funded in full by the County. Municipalities do not require an overlay of additional administrative and registration services, beyond what is provided countywide.

In addition to the above, election expenses shall be apportioned as follows:

The County shall be fully responsible for all costs of a County-wide regular election or a County-called special election [each, a "County Election"]. Provided, however, if the Town adds an issue or issues to the ballot of a County Election, the Town shall be responsible for the additional costs necessarily incurred to add the Town issues to the ballot. These additional costs could include such things as the additional cost of precinct officials, additional advertising costs, additional ballot costs, and additional cost of precincts required to be open.

The Town shall reimburse the County for all costs of a Town-wide regular election or a Town-called special election [each, a "Town Election"]. Provided,

however, if the County adds issues to the ballot of a Town Election, the County shall be responsible for the additional costs necessarily incurred to add the Town issues to the ballot. These additional costs could include such things as the additional cost of precincts required to be open, additional advertising costs, additional ballot costs and the cost of any additional precinct officials.

(5) Law Enforcement.

The County agrees that law enforcement shall be provided by the County as heretofore provided in the unincorporated areas of the County prior to the incorporation of the Town. If the Town requests a full-time deputy sheriff for the Town and the County agrees, the Town agrees to pay the County for the actual cost of the deputy sheriff, including salary and expenses.

(6) Inspections.

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 Inspections Division of the City-County Planning and Development Services Department as compensation for services to be rendered by the County through administration of the Soil Erosion Control Ordinance.

(7) Soil.

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.

(8) MapForsyth.

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 which is not for countywide purposed shall incur a fee calculated using the number of project hours and the hourly rate for staff dedicated to project.

(9) Other Fees.

The County shall retain all fees charged and generated by the County ordinances currently applicable within the jurisdictional limits of the town.

### III. AMENDMENTS AND TERMINATIONS

This Agreement may be amended by written agreement executed by the parties hereto.

This Agreement shall become effective on \_\_\_\_\_, 2017, and continue in force until same is revoked in writing by either of the parties hereto, upon ninety (90) days written notice of the termination to the other party. Termination will only be allowed at the end of a fiscal year.

[SIGNATURES ON NEXT PAGE]



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed, and their corporate seals to be affixed by their duly authorized corporate officers, in duplicate originals, one of which is retained by each of the parties, the day and year first above written

ATTEST:

(SEAL) FORSYTH COUNTY

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

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

ATTEST:

(SEAL) TOWN OF BETHANIA

By: Karla Keller  
Town Clerk

By: Deborah Steg  
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

Brents Pockets  
Finance Officer  
Town of Bethania

1-12-2017  
Date

# TOWN OF BETHANIA, NORTH CAROLINA ADDRESSING AND STREET NAMING ORDINANCE

## ARTICLE I           GENERAL PROVISIONS

### **Section 1. Authority**

The Town of Bethania hereby exercises its authority to enact street naming and addressing policies and procedures pursuant to Chapters 153A-121 and 153A-239.1 of the North Carolina General Statutes.

### **Section 2. Jurisdiction**

The Town of Bethania, North Carolina Addressing and Street Naming Ordinance, and may be further referenced as ordinance, shall include the assignment or reassignment of all official address numbers and street names, after first complying with the provision of G.S. § 153A-239.1, if applicable, to residential, nonresidential and other property, within the town limits of the Town of Bethania.

### **Section 3. Purpose**

The purpose of this ordinance is to establish a protocol for the assignment or reassignment of address numbers and street names for property in Bethania. The *Addressing and Street Naming Guidelines and Procedures Manual*, and may be further referenced as the addressing manual, shall be referred to for the policy and procedure to follow for addressing and street naming in Bethania.

### **Section 4. Definitions**

*Address* - An identifier used to describe the specific location and can be comprised of a street number, directional prefix, street name, street type, unit type, or unit number.

*Street* - Defined to include road, drive, access easement, right-of-way access area, or highway.

*Subaddress* - An identifier that uniquely identifies a separately occupied portion of a building or an individual building or structure on a property with a single address and multiple buildings thereon. A subaddress consists of a subaddress type (unit, suite, etc.) and subaddress identifier.

## ARTICLE II           ADMINISTRATION

### **Section 1. Addressing Coordinator**

The Addressing Coordinator shall be appointed by the MapForsyth Geographic Information Officer (GIO) and shall be responsible for the assignment and notification of all new street names after first complying with the provisions of G.S. § 153A-239.1, if applicable, and address information. The Addressing Coordinator shall also be responsible for facilitating changes to existing street names, address numbers and subaddresses. The Addressing Coordinator shall receive written approval of the

Bethania Town Council prior to any new street name assignments and/or any changes to existing street names.

**Sec. 1-1. *Assignment of address numbers.*** The Addressing Coordinator shall assign or reassign official address numbers in accordance with this ordinance.

**Sec. 1-2. *Street naming.*** The Addressing Coordinator shall be responsible for researching, verifying and recommending to the county the official name, type and directional for streets within the Town of Bethania.

**Sec. 1-3. *Database development and maintenance.*** The Addressing Coordinator shall be responsible for the maintenance of the Forsyth County Master Address Repository (MAR). This MAR shall contain the address numbers, street names and subaddresses which have been assigned to parcels of land, buildings and their internal occupancies, or other facilities.

**Sec. 1-4. *Addressing and street naming procedures.*** The Addressing Coordinator shall be responsible for maintaining the addressing manual, that sets forth the Address Reference System rules and other guidelines for the assignment of address numbers, street names and subaddresses throughout the Town of Bethania. With the assistance of the Addressing Technical Committee (ATC), the addressing manual may be amended from time to time to reflect new land use patterns, changes in addressing conditions and other changes as necessary.

## **Section 2. Addressing Technical Committee**

The Addressing Technical Committee (ATC) shall be represented by different departments within Forsyth County, the City of Winston-Salem and other municipalities by interlocal agreement.

### **Sec. 2-1. *Departments represented.***

- MapForsyth Addressing Team
- Forsyth County Tax Administration
- Winston-Salem Department of Transportation
- Winston-Salem/Forsyth County Planning and Development Services
- Winston-Salem/Forsyth County Emergency Management
- Forsyth County Emergency Services
- Forsyth County Sheriff's Office
- Winston-Salem Fire Department
- Winston-Salem Police Department
- Winston-Salem Sanitation Division
- City-County Utilities Division
- The Town of Lewisville
- The Village of Clemmons
- The Town of Kernersville
- The Town of Bethania

Members are responsible for actively informing the Committee of actions that involve addressing or street naming in their departments or agencies, and representing their agency on matters to be considered by the ATC.

**Sec. 2-2. Primary duties of the Addressing Technical Committee are:**

- Assisting the Address Coordinator in resolving complex addressing and street naming problems.
- Advocating to the public, elected officials, and member agencies for improvements to addressing systems and practices, including supporting requests for fiscal resources and staff.
- Convene annually to elect officers and to revise the *Addressing and Street Naming Guidelines and Procedures Manual*.
- Hearing appeals from the public on street naming decisions.

## **ARTICLE III ADDRESSING SYSTEM**

### **Section 1. Address Referencing System**

The "Address Reference System" refers to the set of rules for assigning street names and address numbers within a given jurisdiction.

**Sec. 1-1. Coordinate grid established.** The address number assignments or reassignments shall be based on a coordinate system established within Forsyth County. The meridians of such system shall begin inside Winston-Salem at the intersection of First and Main Streets, and shall be established as follows: north along N. Main Street, N. Patterson Avenue, and Old U.S. 52 to the Stokes County line; west along W. First Street, Country Club Road, and Shallowford Road to the Yadkin County line; south along S. Main Street and U.S. 52 to the Davidson County line; and east along E. First Street and U.S. 421/I-40 Business to the Guilford County line. These meridians shall be the base lines for the purpose of address number assignment and determining whether a street directional is necessary. A directional is only to be used for streets that cross the aforementioned north/south or east/west meridians.

**Sec. 1-2. Streets running east/west.** Each street running east and west, or substantially in that course, shall for the purpose of numbering under this section, begin at the north and south side of the north/south meridian, as the case may be, with number one, increasing east and west from such initial point to the corporate limits of the county, as they now exist or may hereafter be extended.

**Sec. 1-3. Streets running north/south.** Each street running north and south, or substantially in that course, shall for the purpose of numbering under this section, begin at the east and west side of the east/west meridian, as the case may be, with number one, increasing north and south from such initial point to the corporate limits of the county, as they now exist or may hereafter be extended.

### **Section 2. Addressing Format**

All addresses shall comply with the Federal Geographic Data Committee (FGDC) United States Thoroughfare, Landmark, and Postal Address Data Standard. Each address shall at a minimum be comprised of the following elements, in the following order:

1. Address number, conforming to the coordinate grid.
2. Directional prefix, as necessary, based on the Address Reference System referenced in Article III, Section 1.
3. Street name, conforming to this article and the addressing manual.
4. Street type, conforming to the list maintained in the addressing manual.
5. Subaddress type, as necessary, and conforming to the addressing manual.
6. Subaddress identifier, as necessary. The subaddress identifier may be comprised of letters, numbers or a combination of the two.

### **Section 3. Street Naming Standards**

**Sec. 3-1. *Street names required.*** After first complying with the provisions of G.S. § 153A-239.1, if applicable, street names are required for planned or existing public or private streets, or for driveways which serve as primary means of ingress or egress subject to the rules defined in the addressing manual.

**Sec. 3-2. *Signage.*** All named streets shall be properly marked with signage in accordance with the addressing manual and the *manual of Uniform Traffic Control Devices*.

**Sec. 3-3. *Cost of Signs.*** If a citizen or developer is naming a street for the first time the cost for the sign is their responsibility. When a street renaming is initiated by MapForsyth, there will be no cost to the property owners for the signs. For the cost of new street signs, reference shall be made to the appropriate jurisdiction in which the street sign falls.

### **Section 4. Address Assignment**

The Addressing Coordinator shall assign or reassign to each residential or nonresidential building, structure, or facility, and each individually occupied area within any such building or structure, an address number or subaddress in accordance with this article and the addressing manual. The Addressing Coordinator shall assign or reassign addresses based on the Address Reference System established in Forsyth County as described in Section 1.1 of this Article.

## **ARTICLE IV DISPLAY OF ADDRESS NUMBERS**

### **Section 1. Required Address Display Format**

Every owner of a property with a house, building or other structure shall affix to the house, building or other structure, and display at all times, the official address number assigned or reassigned to such property pursuant to this article, at a place visible from the street on which the property is addressed. All address numbers shall be displayed numerically in Arabic numerals and shall not be spelled as words. Whenever new

official numbers are assigned or reassigned, they shall be displayed pursuant to the provisions of this section by the owner within thirty (30) days following the notification of such assignment or reassignment.

## **Section 2. Size and Location of Numbers**

**Sec. 2-1. *Single family residential.*** The official address number affixed to any house, building or other structure shall not be less than four (4) inches in height with a minimum stroke width of 0.5 inch. All official address numbers affixed to any residential structure shall be displayed within three (3) feet of the front entrance and shall be readable from the street. If the front door is inset under a porch roof or overhang, required address numbers shall be affixed to that portion of the street-facing façade that is closest to the street.

**Sec. 2-2. *Multi-family residential units.*** Official address numbers, letters or other designations on individual units within multifamily residential buildings shall not be less than four (4) inches in height with a minimum stroke width of 0.5 inch, and shall be displayed within three (3) feet of the front entrance of each unit, and shall be readable from the street. The building number on any multifamily building shall be at least six (6) inches in height with a minimum stroke width of 0.5 inch and shall be placed within three (3) feet of the main entrance of the building. If the address numbers are not readable from either a public or private street or from the parking lot which serves the building, the address number shall be additionally posted on the street-facing end of the building. In these instances, if the address number is out of sequence with those on the street on which it is posted, both address number and street name must be posted to avoid confusion.

**Sec. 2-3. *Nonresidential units.*** Official unit numbers, letters or other designations on individual nonresidential units in buildings containing multiple units shall not be less than four (4) inches in height with a minimum stroke width of 0.5 inch, and shall be displayed within three (3) feet of the front entrance of each unit, and shall be readable from the public or private street. The building number to any nonresidential building shall be at least six (6) inches in height with a minimum stroke width of 0.5 inch and shall be placed within three (3) feet of the main entrance of the building. If the address numbers are not readable from either a public or private street or from the parking lot which serves the building, the address number shall be additionally posted on the street-facing end of the building.

**Sec. 2-4. *Historic districts.*** Buildings or structures located within a locally-zoned historic (H) district are exempted from the requirements of Article IV, Sections 1 & 2. Instead these buildings or structures shall display their addresses on a plaque one and one-half (1 ½) inches by four (4) inches located on the lower left corner of the building, below the name of the building or structure.

**Sec. 2-5.** *Structures located distant from the street on which they front.* Where a house, building or other structure is located more than one hundred (100) feet from the street on which such property is accessed, or the topography or vegetation of such property prevents the address numbers from being seen from the street, the assigned address numbers shall not be less than four (4) inches in height; comply with the color requirements in the following section, be posted on a sign or post that is at least three and one-half (3.5) feet high and four (4) inches wide and is located no more than ten (10) feet from the intersection of the street and driveway. The placement of the assigned address number on the street curb or mailbox is permissible but may not be used to meet the requirements of this article.

**Sec. 2-6.** *Color of numbers.* All displays of official address numbers shall be of a contrasting color (i.e. light numbers on dark surfaces, dark numbers on light surfaces) to the color of the building or structure located on the subject property. Such displays shall be readable when illuminated.

**Sec. 2-7.** *Display Requirements.* Article II, Sections 2-1 through 2-6 of this ordinance is not intended to interfere with any requirements of the North Carolina State Building Code. However, where a regulation in this Article differs from the requirements of the North Carolina State Building Code, the more restrictive provision shall govern.

### **Section 3. Maintenance**

Following the posting of the address number as required, the owner of the property shall maintain such numbers at all times in accordance with the standards of this article.

### **Section 4. Applicability to Existing Structures**

Owners of all houses, buildings or other structures within the Town of Bethania, the county and outside the jurisdictional limits of the City of Winston-Salem and the Town of Kernersville shall comply with the provisions contained in this article upon its adoption.

## **ARTICLE V NONCOMPLIANCE**

### **Section 1. Notice of Noncompliance**

If any property owner shall fail or refuse to comply with Article IV of this ordinance, the Forsyth County Department of Housing & Community Development shall have the authority, after giving five (5) days written notice to the owner, to remove or cause to be removed any unofficial address number displayed on the property of such owner, and to properly display on such property, the official address number assigned thereto, all at the expense of the owner. If any property owner shall fail or refuse to comply with this article, the director of the Forsyth County Department of Housing & Community Development or his/her designee shall have the authority, upon five (5) days written notice to such owner, to initiate enforcement measures in accordance with Section 2 below.

## **Section 2. Violations and Penalties**

**Sec. 2-1. Enforcement.** The property owner shall display the assigned address in accordance with the requirements of this ordinance. The failure of an owner of any house, building or other structure, to have displayed the official address number of such property in accordance with this ordinance shall be considered a violation of this ordinance and an abatable nuisance. In addition to other remedies provided by law, the Forsyth County Department of Housing & Community Development shall have the authority to pursue enforcement of this ordinance following written notice to the property owner or occupant in control of the property. The owner of the property shall have five (5) days from the date of written notice to correct the deficiencies listed therein.

If the individual who received notice does not correct such deficiencies, the Forsyth County Department of Housing & Community Development shall have authority to secure injunctions and abatement orders to insure compliance through the appropriate division of the North Carolina General Court of Justice.

**Sec. 2-2. Criminal enforcement.** Any person who violates this article or any provisions thereof, shall be guilty of a class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00).

**Sec. 2-3. Civil enforcement.** In addition to criminal penalties, any person, firm or corporation violating any provisions of this article shall be subject to a civil penalty of one hundred dollars (\$100.00), which can be recovered by the county in a civil action in the nature of a debt, if the offender does not pay the penalty within a prescribed period of time after being cited for violation of this article. No civil penalty shall be assessed until the person alleged to be in violation has been notified of the violation by the Forsyth County Department of Housing & Community Development. Failure to correct the violation within five (5) days of the date of service of the notice, or by the end of the period of any extension, may result in the assessment of a civil penalty or other enforcement action. For good cause determined by the Forsyth County Department of Housing & Community Development, the correction period may be extended by the Forsyth County Department of Housing & Community Development. Each day of continuing violation shall constitute a separate violation.

**Sec. 2-4. Referral to attorneys.** If payment of penalties is not received within five (5) days after written demand for payment is made, the Forsyth County Department of Housing & Community Development may refer the matter to the county's attorney, who is authorized to institute a civil action in the name of the county in the appropriate division of the North Carolina General Court of Justice for recovery of the penalty.

**Sec. 2-5. Other relief.** The county's attorney may secure, on behalf of the county, in addition to other remedies provided by law, injunctions, mandamus,



abatement, or any other appropriate relief to prevent, enjoin, abate or address such unlawful action.

## ARTICLE VI APPEALS PROCESS

### Section 1. Appeal of Assigned Address Number

Address numbers assignments are final and not appealable.

### Section 2. Appeal of Street Name

A property owner may appeal any proposed street naming or renaming decision of the Addressing Coordinator to the ATC. The property owner shall have fifteen (15) calendar days from the date of notification of a proposed street name or street name change to appeal. An appeal shall be made by filing written notice, including reasons for the requested appeal, with the Addressing Coordinator within the time period prescribed.

The ATC may affirm, reverse or modify the proposed street name based upon a determination as to whether the Addressing Coordinator's actions were in accordance with this ordinance and the addressing manual.

### Section 3. Appeal of the Decision of the Address Technical Committee

The appeal of any decision of the ATC by a property owner shall be made to the Forsyth County Board of Commissioners (BOC). The property owner shall have fifteen (15) calendar days from the date of written notification of the decision of the ATC within which to appeal. An appeal shall be made by filing written notice, including reasons for the requested appeal, to the BOC, within the time period prescribed. The action of the BOC shall be final.

The BOC may affirm, reverse or modify the decision of the Address Technical Committee based upon a determination as to whether the Committee's actions were in accordance with this ordinance and the addressing manual.

ADOPTED this 12<sup>TH</sup> day of JANUARY, 2017.

TOWN OF BETHANIA:

By:   
Deborah Stoltz Thompson, Mayor

ATTEST:

  
Karem Keller, Town Clerk

**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.

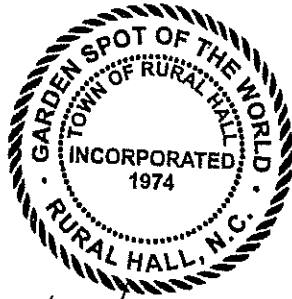
ATTEST:

(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

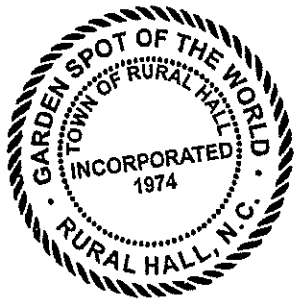
**RESOLUTION RATIFYING, APPROVING, AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF RURAL HALL AND FORSYTH COUNTY FOR JOINT OR CONTRACTUAL EXERCISE OF VARIOUS GOVERNMENTAL FUNCTIONS**

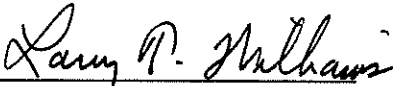
**WHEREAS**, the Town of Rural Hall and Forsyth County have agreed to the terms of the attached Amendment to the Interlocal Agreement for the joint or contractual exercise of various governmental functions to add a section to confirm that Forsyth County shall provide street naming and addressing services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



  
Mayor Larry T. Williams

ATTEST:

  
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 Sherritt  
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 Stoud  
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 Tobacoville (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

Deo 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