

**TOWN OF RURAL HALL
AGENDA
SEPTEMBER 13, 2021
7:00 PM**


1. Meeting called to order by Mayor Timothy M. Flinchum
2. Pledge of allegiance to the flag led by Town Clerk Dora Moore
3. Moment of Silence
4. Adoption of Agenda
5. **APPROVAL OF MINUTES**
 - A. August 9, 2021 regular meeting; August 10, 2021 special meeting; August 26, 2021 emergency meeting; September 1, 2021 emergency meeting; and September 8, 2021 agenda briefing
 - B. Approval and sealing of August 10, 2021; August 26, 2021; and September 1, 2021 closed session minutes
6. **PUBLIC COMMENT PERIOD**
7. **ANNOUNCEMENTS & MEETING UPDATES**
 - A. August 2021 Flag Purchases (*Attachment #1*)
 - B. September 2021 Yard of the Month (*Attachment #2*)
 - C. Food Truck Tuesday – September 14
 - D. Rural Hall Fire Department Open House – Saturday, October 9, 2-5 PM
8. **NEW BUSINESS**
 - A. Repeal of Ordinance #43, Water and Sewer Connection Ordinance - Manager Megan Garner (*Attachment #3*)
 - B. Repeal of Ordinance #253, Sewer Use Ordinance – Manager Megan Garner (*Attachment #4*)
 - C. Repeal of Ordinance #288, An Ordinance Establishing a Policy for the Planning and Extension of the Water and Sanitary Systems of the Town of Rural Hall - Manager Megan Garner (*Attachment #5*)
 - D. Historic Resources Commission Forsyth County Architectural Survey Update – Manager Megan Garner (*Attachment #6*)
9. **ADJOURN**

Purchase of Flags

August 2021

In Memory

Flag purchased in memory of Larry & Ernestine Bryant by Sommerdale Court Friends



Town of Rural Hall

Garden Spot of the World

The Rural Hall Town Council recognizes the September 2021 Yard of the Month

Bryan & Elaine O'Shields, 7352 Church Street

Timothy M. Flinchum, Mayor
John N. McDermon, Mayor Pro Tem
Susan H. Gordon, Councilwoman
Ricky S. Plunkett, Councilman
Jesse A. Stigall, Councilman

ORDINANCE #828



AN ORDINANCE REPEALING ORDINANCE #43, WATER AND SEWER CONNECTION ORDINANCE

WHEREAS, the Town of Rural Hall Town Council by official action conveyed its water and sewer system to the City/County Utilities Commission (CCUC); and

WHEREAS, effective March 11, 1996, the CCUC owns and operates the water and sewer system within the Town of Rural Hall and its previously serviced area; and

WHEREAS, the Town of Rural Hall is no longer responsible for the day-to-day operations, billing, collections, financial accounting, maintenance, or enforcement of either system.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RURAL HALL:

Section 1. Ordinance #43, Water and Sewer Connection Ordinance, is hereby repealed.

Section 2. Repeal of Ordinance #43 becomes effective immediately upon adoption.

Adopted this the 13th day of September 2021.

ATTEST:

Timothy M. Flinchum, Mayor

Dora K. Moore, Town Clerk

ORDINANCE #829



AN ORDINANCE REPEALING ORDINANCE #253, SEWER USE ORDINANCE

WHEREAS, the Town of Rural Hall Town Council by official action conveyed its water and sewer system to the City/County Utilities Commission (CCUC); and

WHEREAS, effective March 11, 1996, the CCUC owns and operates the water and sewer system within the Town of Rural Hall and its previously serviced area; and

WHEREAS, the Town of Rural Hall is no longer responsible for the day-to-day operations, billing, collections, financial accounting, maintenance, or enforcement of either system.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RURAL HALL:

Section 1. Ordinance #253, Sewer Use Ordinance, is hereby repealed.

Section 2. Repeal of Ordinance #253 becomes effective immediately upon adoption.

Adopted this the 13th day of September 2021.

ATTEST:

Timothy M. Flinchum, Mayor

Dora K. Moore, Town Clerk

ORDINANCE #830



AN ORDINANCE REPEALING ORDINANCE #288, AN ORDINANCE ESTABLISHING A POLICY FOR THE PLANNING AND EXTENSION OF THE WATER AND SANITARY SEWER SYSTEMS OF THE TOWN OF RURAL HALL

WHEREAS, the Town of Rural Hall Town Council by official action conveyed its water and sewer system to the City/County Utilities Commission (CCUC); and

WHEREAS, effective March 11, 1996, the CCUC owns and operates the water and sewer system within the Town of Rural Hall and its previously serviced area; and

WHEREAS, the Town of Rural Hall is no longer responsible for the day-to-day operations, billing, collections, financial accounting, maintenance, or enforcement of either system.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RURAL HALL:

Section 1. Ordinance #288, An Ordinance Establishing a Policy for the Planning and Extension of the Water and Sanitary Sewer Systems of the Town of Rural Hall, is hereby repealed.

Section 2. Repeal of Ordinance #288 becomes effective immediately upon adoption.

Adopted this the 13th day of September 2021.

ATTEST:

Timothy M. Flinchum, Mayor

Dora K. Moore, Town Clerk

**NORTH CAROLINA
FORSYTH COUNTY**

INTERLOCAL AGREEMENT

THIS AGREEMENT, entered in this 1st day of October, 2021, by Forsyth County (the "County"), and the Town of Bethania, Village of Clemmons, Town of Kernersville, Town of Lewisville, Town of Rural Hall, and Town of Walkertown, (collectively, the "Towns");

WITNESSETH

WHEREAS the National Park Service of the United States Department of Interior has designated Forsyth County a Certified Local Government (CLG);

WHEREAS on April 10, 2017, the County and the Towns executed an interlocal agreement whereby the County, in its capacity as a CLG, provided the Towns access to services including the County-Wide inventory of properties of historical, prehistorical, architectural, or cultural significance.

WHEREAS Forsyth County Historic Resources Commission (the "HRC") whose members are appointed by the County, Winston-Salem, Kernersville, and Clemmons, carry out duties relating to historical preservation as specified in federal, state and local preservation laws, and its certification agreement with the North Carolina State Historic Preservation Office ("SHPO");

WHEREAS the County and the Towns designate the HRC as its CLG commission, and it will represent Forsyth County and all the municipalities within Forsyth County;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the County and the Towns, agree as follows:

1. Scope of Work. The HRC, working with and on behalf of the County, shall complete the Forsyth County Architectural Survey and Publication Project (the "Project"). The scope of the County's work includes hiring a professional consultant who will research and write a publication manuscript based upon the information compiled through the work from the County architectural survey update work completed in 2018-2021 and existing National Register nomination for properties and districts, along with additional research as necessary to prove adequate historical background and architectural analysis in the publication essay and entries. It will include the unincorporated portions of the County and the Towns, and will not include the City of Winston-Salem.

The Manuscript and Research Phases consists of drafting a new essay on the architectural history of Forsyth County through 1970 with an emphasis on twentieth century development and building types; editing and drafting property entries; preparation of all front and back material including but not limited to the foreword, acknowledgements, bibliography, indexes, glossary, photo credits, and any other necessary appendices; selecting and securing all illustrative materials, including photos and maps; and writing captions necessary for printing. Working

through the County, the HRC may contract with a book designer or publication company to prepare the manuscript for publication and printing. The HRC will administer the project through publication and printing, with the final product being a hard bound book.

2. Financial Responsibilities. The Project began in 2018, and the total project costs paid to date are \$65,000. This amount includes completion of the three-year architectural survey portion of the project. The remainder of the project includes three phases: two phases of preparing the manuscript and research; and one phase consisting of the publication of a book.

- A. The County shall collect and disburse all funds herein to pay for the Project. The HRC staff shall administer the project including all requirements for any grant funds received.
- B. The County and Towns shall pay for the following services as set forth hereinbelow:

Name	Total Percent of Project	2021/2022 Manuscript/ Research Phase 1 of 2	2022/2023 Manuscript/ Research Phase 2 of 2 With Grant Funding of \$15,000	2022/2023 Manuscript/ Research Phase 2 of 2 (No Grant Funding Received - \$40,000)	2024/2025 Publication Phase 1 of 1	Total Remaining for last 3 phases with 2021 Grants Funds only	Total Remaining for last 3 phases with 2021 & 2022 Grants Funds
Funding Due by:		December 1, 2021	December 1, 2022	December 1, 2022	December 1, 2023		
TOTAL Project Cost		\$40,000	\$40,000	\$40,000	\$100,000	\$180,000	\$180,000
Funding from Historic Preservation Fund Grant		\$15,000 (Received)	\$15,000 (Estimate)	\$15,000 (Estimate)	N/A	\$15,000	\$30,000
Funding Local Portion		\$25,000	With Grant - \$25,000	(No Grant Funding Received - \$40,000)	\$100,000	\$165,000	\$150,000
Breakdown of Local Portion							
County At-Large	50%	\$12,500	\$12,500	\$20,000	\$50,000	\$82,500	\$75,000
Clemmons (CLG)	10%	\$ 2,500	\$ 2,500	\$ 4,000	\$10,000	\$16,500	\$15,000
Kernersville (CLG)	15%	\$ 3,750	\$ 3,750	\$ 6,000	\$15,000	\$24,750	\$22,500
Bethania	6.25%	\$ 1,562	\$ 1,563	\$ 2,500	\$ 6,250	\$10,312.50	\$ 9,375
Lewisville	6.25%	\$ 1,562	\$ 1,563	\$ 2,500	\$ 6,250	\$10,312.50	\$ 9,375
Rural Hall	6.25%	\$ 1,563	\$ 1,562	\$ 2,500	\$ 6,250	\$10,312.50	\$ 9,375
Walkertown	6.25%	\$ 1,563	\$ 1,562	\$ 2,500	\$ 6,250	\$10,312.50	\$ 9,375

The HRC has received a grant for \$15,000 from the Historic Preservation Fund for the first phase of the Manuscript/Research Phase 1 of 2 for fiscal year 2021-2022. The HRC will apply for an additional \$15,000 of grant funds from the Historic Preservation Fund for Manuscript/Research Phase 2 of 2 for fiscal year 2022-2023. The chart above provides totals for both scenarios if the grant is received and if it is not. If the HRC receives any grant in a different amount than as set forth above, the parties' shares shall be adjusted on a pro rata basis. As noted, the County and each town shall pay the annual share by December 1 of each of the three contracted years, 2021, 2021, and 2023.

3. Deliverables. The HRC will order 2,000 copies of the book. The break down of deliverables for the County and Towns is as follows:

Name	Total Percent of Project	2022/2023 Books
County At-Large	50%	1,000
Clemmons (CLG)	10%	200
Kernersville (CLG)	15%	300
Bethania	6.25%	125
Lewisville	6.25%	125
Rural Hall	6.25%	125
Walkertown	6.25%	125
TOTAL	100%	2,000

If funding is insufficient to purchase 2,000 books, the HRC shall purchase as many as funding allows and distribute them on a pro rata basis, according to the shares set forth above.

4. Other Responsibilities:

- A. The County and Towns will be responsible for selling and/or distributing the books at their discretion.
- B. The HRC shall perform the following services:
 - a. The HRC will deliver the books to each of the County or municipality's main governmental building or other designated location.

- b. The HRC will distribute two copies of the book to all County public libraries and one copy to all public high schools in Forsyth County, North Carolina.
- c. The HRC will provide the cost for each book and a recommended selling price when the books are delivered.
- d. The HRC will sell to the public books from the County's portion printed.
- e. The HRC will work to establish local vendors to sell the book from the County's portion printed.
- f. The HRC will hold one presentation, given by the author, at a public location within each of the town/village limits along with two general presentation at two locations to be determined. HRC staff will sell book to the public from the County's portion at each event.

5. Term. This Agreement shall be effective October 1, 2021, and shall terminate December 31, 2026, with an option to extend or amend if mutually agreed upon by the parties.

6. Entire Agreement. This Agreement shall not be altered, amended, modified, or assigned, except by an agreement in writing executed by duly authorized officials of all Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

7. Liability. To the extent required by law, each party to this Agreement will be responsible for its own actions under this Agreement and shall not be liable to the other party for any civil liability that may arise hereunder.

8. Notice. All notices permitted or required to be given by one party to the other party(s) shall be addressed and delivered in writing as follows:

Michelle M. McCullough
Historic Resources Officer
100 East First Street
P.O. Box 2511
Winston-Salem, NC 27102
michellem@cityofws.org

Forsyth County
201 N Chestnut Street
Winston-Salem, NC 27101

Bethania
5385 Ham Horton Lane
P.O. Box 259
Bethania, NC 27010

Village of Clemmons
Village Hall Office
3715 Clemmons Road
Clemmons, NC 27012

Town of Kernersville
134 East Mountain Street
P.O. Box 728
Kernersville, NC 27284

Town of Lewisville
6510 Shallowford Road
Lewisville, NC 27023

Town of Rural Hall
423 Bethania-Rural Hall Road
P.O. Box 549
Rural Hall, NC 27045

Town of Walkertown
5177 Main Street
PO Box 39
Walkertown, NC 27051

IN TESTIMONY WHEREOF, the COUNTY and the TOWNS have caused these presents to be executed by their respective, duly authorize officers on the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

J.

Dudley Watts, Jr, County Manager

Date:_____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date:_____

Approved as to form and legality.

This the ____ day of _____ 2021.

Gordon Watkins, County Attorney

TOWN OF BETHANIA

(SEAL)

By: _____

Brent Rockett,

Mayor

Date: _____

ATTEST:

Karen Keller, Town Clerk

Date: _____

VILLAGE OF CLEMMONS

(SEAL)

By: _____

John Wait,

Mayor

Date: _____

ATTEST:

Lisa Shortt, Village Clerk

Date: _____

TOWN OF KERNERSVILLE

(SEAL)

By: _____

Dawn H. Morgan,

Mayor

Date: _____

ATTEST:

Keith Hooker, Town Clerk

Date: _____

Town of Lewisville

(SEAL)

By: _____

Mike Horn,

Mayor

Date: _____

ATTEST:

Joyce Walker, Town Clerk

Date: _____

Town of Rural Hall

(SEAL)

By: _____

Timothy M. Flinchum,

Mayor

Date: _____

ATTEST:

Dora Moore, Town Clerk

Date: _____

Town of Walkerton

(SEAL)

By: _____

Kenneth Davis,

Mayor

Date: _____

ATTEST:

Rusty Sawyer, Town Clerk

Date: _____

Forsyth County Architectural Survey Project

August 2021 - Total Estimated Project Cost: \$245,000 (6 years)

Name	Total Percent of Project	Total to Date 2018-2021 Cost (\$32,500 received in Grant Funds)	Manuscript Research/Writing 2 years Without Grant the 2 Phase Funding	Manuscript Research/Writing 2 years With Grant Funding	Publication 1-2 years Estimation Not to exceed	Remaining Balance 2021-2024	Total Project Cost
Total Cost		\$65,000 (Grant portion \$32,500)	\$80,000 (Grant portion \$15,000)	\$80,000 (\$30,000 estimated Grant Funds)	\$100,000	\$180,000	\$245,000 Grants: \$47,500 or \$62,500)
County At-Large	50%	\$16,250	\$32,500	\$25,000	\$50,000	\$82,500 \$75,000	\$98,750 \$91,250
Clemmons (CLG)	10%	\$3,250	\$6,500	\$5,000	\$10,000	\$16,500 \$15,000	\$19,750 \$18,250
Kernersville (CLG)	15%	\$4,874	\$9,750	\$7,500	\$15,000	\$24,750 \$22,500	\$29,624 \$27,374
Bethania	6.25%	\$2,032	\$4,063	\$3,125	\$6,250	\$10,313 \$9,375	\$12,345 \$11,407
Lewisville	6.25%	\$2,032	\$4,063	\$3,125	\$6,250	\$10,313 \$9,375	\$12,345 \$11,407
Rural Hall	6.25%	\$2,032	\$4,063	\$3,125	\$6,250	\$10,313 \$9,375	\$12,345 \$11,407
Walkertown	6.25%	\$2,032	\$4,063	\$3,125	\$6,250	\$10,313 \$9,375	\$12,345 \$11,407