



# AGENDA ITEM REPORT

## Forsyth County

**MEETING DATE:** November 16, 2023

**CONTRACT  
NUMBER:**

**STAFF CONTACT:** Damon Sanders-Pratt, Deputy County Manager      **DEPARTMENT:**

**SUBJECT:** RESOLUTION RATIFYING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF WINSTON-SALEM TO PROVIDE FUNDING TO FORSYTH COUNTY TO ASSIST IN THE COUNTY'S EFFORTS TO REMEDIATE AND RESTORE BRUSHY FORK CREEK ADJACENT TO SMITH REYNOLDS AIRPORT

**ATTACHMENTS:** [Resolution-2023-1059 - Brushy Fork Creek remediation interlocal agreement - Pdf](#)

### EXECUTIVE SUMMARY

#### BACKGROUND INFORMATION:

This agenda item would authorize the execution of an interlocal agreement whereby the City of Winston-Salem would contribute up to \$300,000 to assist in the County's efforts to remediate and restore Brushy Fork Creek where it borders Smith Reynolds Airport and residential properties within the municipal limits of Winston-Salem.

**Resolution-2023-1059**

**RESOLUTION RATIFYING AND AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF WINSTON-SALEM TO PROVIDE FUNDING TO FORSYTH COUNTY TO ASSIST IN THE COUNTY'S EFFORTS TO REMEDIATE AND RESTORE BRUSHY FORK CREEK ADJACENT TO SMITH REYNOLDS AIRPORT**

**WHEREAS** Smith Reynolds Airport has been in continuous service since 1927, has since been annexed into the municipal limits of Winston-Salem, and has been an asset for the community by providing employment opportunities, a transportation hub for private aviation, and an business anchor for northcentral Winston-Salem;

**WHEREAS** stormwater entering Brushy Fork Creek has eroded streambanks along the border between Smith Reynolds Airport and neighboring residential property, which is located within the City of Winston-Salem, and the County is proceeding with a project to improve Brushy Fork Creek in order to remediate damage to the streambeds, restore the creek, and minimize future erosion;

**WHEREAS** the County has received a grant from the North Carolina Land and Water Fund (Project 2023-410) in the amount of \$300,000 to remediate and restore a portion of Brushy Fork Creek of approximately 2,100 feet in length, and the County will be managing and contracting for this remediation work;

**WHEREAS**, in addition to the grant project, the County is working with the NCDOT Division of Aviation to make an estimated \$1,400,000 in improvements upstream including the installation of a dry pond to better control stormwater and drainage into Brushy Fork Creek;

**WHEREAS** the County and the NCDOT Division of Aviation anticipate spending up to \$4,000,000 in mitigation costs over the next three years for proposed capital improvements along Brushy Fork Creek; and

**WHEREAS** the City desires to pay \$300,000 to the County to assist in the remediation and restoration of Brushy Fork Creek;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute an Interlocal Agreement on behalf of Forsyth County the City of Winston-Salem to contribute \$300,000 for the County's streambank remediation and restoration efforts for properties contiguous to Smith Reynolds Airport and adjacent to Brushy Fork Creek, which agreement is attached hereto and incorporated herein by reference; and

**BE IT FURTHER RESOLVED** that the Resolution ratifying interlocal cooperation between Forsyth County and the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 16th day of November 2023



“City” means the City of Winston-Salem, North Carolina.

“County” means the County of Forsyth, North Carolina.

“Interlocal Act” means Section 160A-460 et seq. of the General Statutes of North Carolina.

“Project” means the streambank design, remediation, and restoration efforts along an anticipated 2,100 linear feet of Brushy Fork Creek on the Airport and on certain properties contiguous to Brushy Fork Creek and the Airport in Winston-Salem, North Carolina.

2. **Statement of Purpose.** The County and the City are entering into this Agreement under the Interlocal Act to establish the terms by which the County will manage the Project, and the City will provide funding, as set forth hereinbelow, to the County for such work.
3. **County Responsibilities.**
  - 3.1. **Permission to Enter Property.** The County shall secure permission or an easement from each property owner whose property the County must enter as part of the remediation work.
  - 3.2. **Completion of the Project.** The County will plan, design, and complete the Project.
4. **City Responsibilities.** At the end of each month, the County shall provide to the City an invoice for the County’s costs for the Project. Such costs may include contractual payments to designers, architects, engineers, contractors, and other professionals, and they may also include legal fees and any other expenses relating to the Project. Within 15 days of receipt of each invoice, the City shall reimburse the County for fifty percent (50%) of the costs of the Project, provided, however, that the City’s total payments to the County for the entire Project shall not exceed \$300,000.
5. **Term.** This Agreement takes effect upon its execution by both the City and the County, and shall terminate upon the completion of the Project and the parties’ obligations set forth in this Agreement.
6. **Indemnification.** Subject to, and without waiving, any available immunities under State law, the County agrees to indemnify, defend, and hold the City harmless from and against any and all claims, expenses (including attorney fees), costs or liability for negligent acts solely caused by the County and relating to this Agreement or work on the Project.


7. **Authority to Contract.** Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved this Agreement or will ratify this Agreement as required pursuant to the Interlocal Act.
8. **Entire Agreement; Amendment.** This Agreement is the entire Agreement between the parties hereto as to the subject matter herein. This Agreement may be amended only by written Agreement of both parties.
9. **Severability.** If any section of this agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.
10. **Assignment.** This Agreement may not be assigned by any party, nor shall the performance of any duties under this Agreement be delegable by any party, without the prior written consent of all parties. This Agreement shall not be assignable by operation of law.
11. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of North Carolina, without regard to provisions relating to conflicts of interest.

This Agreement has been ratified by resolution spread upon the minutes of the Forsyth County Board of Commissioners and of the Winston-Salem City Council.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed the day and year first written above.

[Signatures to Follow]

FORSYTH COUNTY

DocuSigned by:  


DocuSigned by:  
By: Damon Sanders-Pratt  
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J. Dudley Watts, Jr, County Manager

Date: 11/17/2023

ATTEST:

DocuSigned by:  
Ashleigh B. Matthews  
AA0210ACEF10460...

Ashleigh Matthews, Clerk to the Board

Date: 11/17/2023

CITY OF WINSTON-SALEM

(SEAL)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Jayne Waldeck Cranfill, City Secretary

Date: \_\_\_\_\_