

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 25, 2013 AGENDA ITEM NUMBER: 5

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A REVISED MEMORANDUM OF UNDERSTANDING FOR THE WINSTON-SALEM URBAN AREA METROPOLITAN PLANNING ORGANIZATION

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: J. Dudley Watts, Jr. cdh DATE: November 20, 2013
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A
REVISED MEMORANDUM OF UNDERSTANDING FOR THE
WINSTON-SALEM URBAN AREA METROPOLITAN PLANNING ORGANIZATION**

WHEREAS, the Memorandum of Understanding (MOU) for the Winston-Salem Urban Area Metropolitan Planning Organization (MPO) is an agreement between governmental entities to establish a comprehensive, continuing, and cooperative transportation planning process for the Winston-Salem Urban Area; and

WHEREAS, as part of the Federal Certification Review in 2012, the Federal Transit Administration and the Federal Highway Administration directed the Winston-Salem Urban Area MPO to add the local transit agency, the Winston-Salem Transit Authority (WSTA), as a voting member of the MPO's policy making body, the Transportation Advisory Committee (TAC); and

WHEREAS, on April 3, 2013, the Public Transportation Division of the North Carolina Department of Transportation (NCDOT) requested that the status of their representative on the Technical Coordinating Committee (TCC) be changed from a voting member to an advisory, non-voting member; and

WHEREAS, from time to time language in the MOU needs to be revised and updated to reflect changes in federal or State legislation or policies or to reflect changes in organization, department or staff position names; and

WHEREAS, on September 19, 2013, the TAC approved amendments to the Winston-Salem Urban Area MPO MOU to: add WSTA as voting member of the TAC; change the status of the representative of the NCDOT Public Transit Division from a voting member to an advisory, non-voting member of the TCC; modify language as directed by NCDOT staff; and update names of various organization, department and staff positions; and

WHEREAS, the TAC also voted to require that each Winston-Salem Urban Area MPO unit of local government execute the revised MOU prior to the January 16, 2014 meeting of TAC or forfeit any and all voting rights until such time as the revised Memorandum of Understanding is executed.

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman and Clerk to the Board are hereby authorized to execute the attached Memorandum of Understanding of the Winston-Salem Urban Area Metropolitan Planning Organization, which has been revised consistent with the changes outlined herein.

Adopted this the 25th of November 2013.

1 *Adopted by the TAC on September 19, 2013; to be effective upon execution by all parties*
2

3 **MEMORANDUM OF UNDERSTANDING**
4

5 **BETWEEN**

6 THE TOWN OF BERMUDA RUN, TOWN OF BETHANIA, VILLAGE OF
7 CLEMMONS, TOWN OF KERNERSVILLE, CITY OF KING, TOWN OF
8 LEWISVILLE, TOWN OF MIDWAY, TOWN OF RURAL HALL, VILLAGE OF
9 TOBACCOVILLE, TOWN OF WALKERTOWN, TOWN OF WALLBURG, CITY OF
10 WINSTON-SALEM, DAVIDSON COUNTY, DAVIE COUNTY, FORSYTH
11 COUNTY, STOKES COUNTY, THE WINSTON-SALEM TRANSIT AUTHORITY
12 (WSTA), and THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
13 (NCDOT)
14

15 **WITNESSETH**

16 **THAT WHEREAS**, the Town of Bermuda Run, Town of Bethania, Village of
17 Clemmons, Town of Kernersville, City of King, Town of Lewisville, Town of Midway,
18 Town of Rural Hall, Village of Tobacoville, Town of Walkertown, Town of Wallburg,
19 City of Winston-Salem, Davidson County, Davie County, Forsyth County, Stokes County,
20 the Winston-Salem Transit Authority (WSTA), and the North Carolina Department of
21 Transportation entered into a Memorandum of Understanding for Cooperative,
22 Comprehensive, and Continuing Transportation Planning, last amended in March of
23 2008, regarding the Winston-Salem Urban Area Metropolitan Planning Organization
24 (MPO);
25

26 **WHEREAS**, each MPO is required to develop a Metropolitan Transportation Plan
27 in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, any
28 subsequent amendments to that statute, and any implementing regulations; and a
29 Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a)
30 of the General Statutes of North Carolina; and
31

32 **WHEREAS**, the transportation plan, once adopted shall serve as the basis for
33 future transportation improvements within the MPO; and
34

35 **WHEREAS**, it is the desire of these parties that all prior Memoranda of
36 Understanding between the parties be superseded and replaced by this Memorandum of
37 Understanding.
38
39

1 **NOW THEREFORE BE IT RESOLVED** by the Winston-Salem Urban Area
2 Metropolitan Planning Organization that the following Memorandum of Understanding
3 (MOU) is made:
4

5 **SECTION 1.** It is hereby agreed that the municipalities of Bermuda Run,
6 Bethania, Clemmons, Kernersville, King, Lewisville, Midway, Rural Hall, Tobaccoville,
7 Walkertown, Wallburg, Winston-Salem and municipalities added to the MPO as per
8 Section 6 of this document, the Counties of Davidson, Davie, Forsyth, and Stokes, the
9 Winston-Salem Transit Authority, and the North Carolina Department of Transportation,
10 in cooperation with the United States Department of Transportation, will participate in a
11 continuing, cooperative, and comprehensive transportation planning process with the
12 responsibilities and undertakings as outlined in the following paragraphs:
13

- 14 1. The MPO for the Winston-Salem Urban Area includes the governing boards
15 of the aforementioned municipalities and counties; the Transportation
16 Advisory Committee (TAC) (hereinafter defined), the Technical
17 Coordinating Committee (TCC) (hereinafter defined), the Winston-Salem
18 Transit Authority, the North Carolina Department of Transportation
19 (NCDOT), and the various agencies and units of Federal, State and local
20 government participating in transportation planning. The Winston-Salem
21 Urban Area TAC shall act for the MPO.
22
- 23 2. The Winston-Salem Urban Area MPO will consist of the Winston-Salem
24 Urbanized Area, as defined by the United States Department of Commerce,
25 Bureau of the Census, plus that area beyond the existing urbanized area
26 boundary that is expected to become urbanized within a twenty-year
27 planning period. This area is hereafter referred to as the Metropolitan
28 Planning Area (MPA) Boundary.
29
- 30 3. The projected MPA may be periodically reassessed and revised based upon
31 new development, new Census data and new data projections for the design
32 year.
33
- 34 4. The continuing transportation planning process will be a cooperative one
35 reflective of and responsive to the plans and programs of the North Carolina
36 Department of Transportation and the Winston-Salem Transit Authority,
37 and the Comprehensive Plans for growth and development of Davidson,
38 Davie, Forsyth and Stokes Counties, and the municipalities of Bermuda
39 Run, Bethania, Clemmons, Kernersville, King, Lewisville, Midway, Rural

1 Hall, Tobaccoville, Walkertown, Wallburg, Winston-Salem and
2 municipalities added to the MPO as per Section 6 of this document, with
3 attention being given to cooperative planning with adjacent MPOs
4 (Greensboro and High Point), adjacent RPOs (Northwest Piedmont and
5 Piedmont Triad) and the Piedmont Authority for Regional Transportation
6 (PART).
7

8 5. The continuing transportation planning process will be in accordance with
9 the intent, procedures, and programs of Title VI of the Civil Rights Act of
10 1964, as amended.
11

12 6. Transportation policy decisions within the area are the responsibility of the
13 North Carolina Board of Transportation, the TAC, and the governing bodies
14 of the participating local governments.
15

16 7. Transportation and land use plans, programs and policies having regional
17 impacts will be coordinated with the Piedmont Triad Regional Council, as
18 well as the Greensboro and High Point MPOs and the Piedmont Authority
19 for Regional Transportation (PART).
20

21 8. The Winston-Salem Urban Area TAC is hereby established with the
22 responsibility for serving as a forum for open discussion, policy
23 development, cooperative transportation planning and decision making for
24 the MPO. Previous actions of the TAC are hereby ratified. The TAC shall
25 have the responsibility for keeping the policy boards informed of the status
26 and requirements of the transportation planning process; assisting in the
27 dissemination, and clarification of the decisions, inclinations, and policies
28 of the policy boards; ensuring meaningful citizen participation in the
29 transportation planning process; and ensuring that the open meetings law
30 will be followed.
31

32 It is hereby recognized that when the TAC votes on a matter, the TAC
33 members are voting the policy direction of the unit of local government that
34 they represent. Therefore, it is the responsibility of the TAC members to
35 inform their member governments of those matters to be considered by the
36 TAC so that those local governments may consider those matters prior to
37 action by the TAC.
38
39

1 Voting representatives of the municipalities, the counties and the Winston-
2 Salem Transit Authority shall be designated by their respective governing
3 boards. A quorum is required for the transaction of all business, including
4 conducting meetings or hearings, participation in deliberations, or voting
5 upon or otherwise transacting the public business. A quorum consists of
6 fifty-one percent (51%) of the voting members of the TAC, plus as many
7 additional members as may be required to ensure that fifty-one percent
8 (51%) of the total optional weighted votes are present.

9 9. The TAC will be responsible for carrying out the provisions of 23 U.S.C.
10 134; and Sections 5(1) and 8(a) and (c) of the Federal Transit Act of 1964
11 as amended, (49 U.S.C. 1604(1) and 1607(a) and (c); including:

- 12
- 13 a. Review and approval of the annual Unified Planning Work Program
14 (UPWP), which defines work tasks and responsibilities for the
15 various agencies participating in the transportation planning process;
16
 - 17 b. Review and approval of the Metropolitan Transportation
18 Improvement Program (TIP) for multimodal capital and operating
19 expenditures ensuring coordination between local and State capital
20 improvement and operating programs;
21
 - 22 c. Review and approval of changes to the various elements which
23 constitute an adopted Multi-Modal Metropolitan Transportation Plan
24 (MTP) and the Comprehensive Transportation Plan (CTP.) As
25 required by North Carolina General Statutes Section 136-66.2(d),
26 revisions in the CTP must be jointly approved by the MPO and
27 NCDOT;
28
 - 29 d. Review and approval of changes to maps and documents for the
30 National Highway System, Federal functional classification,
31 Urbanized Area Boundary, and Metropolitan Planning Area
32 Boundary;
33
 - 34 e. Review, and approval of a Prospectus for transportation planning
35 which defines the work tasks and responsibilities for the various
36 agencies participating in the transportation planning process;
37
 - 38 f. Review and approval of related air quality planning in conformance
39 with federal regulations if any part of the MPA becomes non-

1 attainment for air quality;

- 2
- 3 g. Establishment of goals and objectives for the transportation planning
- 4 process, including the assumptions and conditions upon which the
- 5 projections and conclusions are based;
- 6
- 7 h. Development and approval of TAC by-laws for the purpose of
- 8 establishing operating policies and procedures; and,
- 9
- 10 i. Any other duties identified as necessary to further facilitate the
- 11 transportation planning process.

12

13 10. The membership of the TAC shall include voting members and advisory,

14 non-voting members.

- 15
- 16 a. Voting Members. Voting members shall each have one vote, except
- 17 in cases where weighted voting has been invoked. A majority vote
- 18 of the quorum present shall be sufficient for approval of matters
- 19 coming before the TAC with the exception that any voting TAC
- 20 member may invoke weighted voting provisions on any matter.
- 21 When a weighted vote is taken, a majority of the total weighted votes
- 22 present at the meeting during the vote will be required for a motion
- 23 to pass. A weighted vote may not be split by the representative
- 24 casting the vote. A weighted voting schedule shall be adopted as part
- 25 of the TAC by-laws. Weighted votes shall be apportioned based on
- 26 population as of the most recent decennial census with a minimum of
- 27 one (1) vote per voting member.

28 Voting members shall include:

- 29
- 30
- 31 1. Three (3) elected officials from the City of Winston-Salem, one
- 32 of whom shall be the Mayor;
- 33
- 34 2. Two (2) elected officials from Forsyth County Board of
- 35 Commissioners;
- 36
- 37 3. One (1) elected official from each of the following municipalities:
- 38 -Town of Bethania
- 39 -Town of Bermuda Run

- 1 -Village of Clemmons
- 2 -Town of Kernersville
- 3 -City of King
- 4 -Town of Lewisville
- 5 -Town of Midway
- 6 -Town of Rural Hall
- 7 -Village of Tobaccoville
- 8 -Town of Walkertown
- 9 -Town of Wallburg
- 10 -Municipalities joining the MPO by becoming party to this
- 11 agreement and granted voting membership by the TAC as per
- 12 Section 6 of this document;
- 13

14 4. One (1) elected official from each of the following counties:

- 15 -Davidson
- 16 -Davie
- 17 -Stokes; and
- 18

19 5. One (1) member of the North Carolina Board of Transportation;

20 and

21

22 6. One (1) member of the Board of Directors of the Winston-Salem

23 Transit Authority.

24

25 b. Advisory, Non-voting Members. The TAC will also include

26 advisory, non-voting members who represent agencies with an

27 interest in transportation planning for the MPO area. Non-voting,

28 advisory members shall include:

29

30 1. The Chairman of the City-County Planning Board (CCPB);

31

32 2. The Division Administrator of the Federal Highway

33 Administration (FHWA) or his designee;

34

35 3. The Chairman of the Forsyth County Airport Commission; and

36

37 4. The Transportation Planning Coordinator of the CCPB who shall

38 also serve as the TAC Secretary.

39

1 c. Designees. Any unit of government that is a party to this agreement
2 may designate an alternate member to serve in the absence of a
3 regular member. Such designee shall be an elected official of that
4 unit of government and shall have the same number of votes as the
5 regular member. Each designee must meet the same qualifications
6 of membership as the regular member. The designee may serve as a
7 full voting member during any meeting where that board's
8 representative is not in attendance. Proxy and absentee voting are
9 not permitted. The Board of Directors of the WSTA may designate
10 an alternate member. The representative from the North Carolina
11 Board of Transportation may designate another Board Member as
12 his/her designee. Such designee shall have the same number of votes
13 as the regular member and may serve as a full voting member during
14 any meeting in which the regular member is not in attendance.
15

16 d. TAC Meetings, Officers and By-laws. The TAC will meet at least
17 on a bi-monthly basis, unless additional meetings are required. On
18 the basis of majority vote of its membership, the TAC may select a
19 member of the Committee to act as Chairperson for a one year term
20 with the responsibility for coordination of the Committee's activities.
21 A Vice-Chairman may also be selected to serve for a one-year term.
22 The TAC shall adopt by-laws outlining the operating procedures of
23 the TAC, including voting procedures, apportionment of weighted
24 votes, and provisions for expansion of Committee membership to
25 include other units of general-purpose local government.
26

27 11. A Technical Coordinating Committee, hereinafter referred to as the TCC,
28 shall be established with the responsibility of advising the TAC on the
29 technical aspects of the transportation planning process, performing such
30 technical analysis as are necessary to support transportation planning, and
31 for making recommendations to the TAC and local and State governmental
32 agencies any necessary actions relating to the continuing transportation
33 planning process. The TCC should include representatives of the
34 municipalities and counties which belong to the MPO, NCDOT, and other
35 organizations involved in the provision of transportation plans, programs
36 and services. It is the responsibility of the TCC members to inform their
37 member governments of those matters to be considered by the TAC and
38 TCC so that those local governments may consider those matters prior to
39 action by the TCC and the TAC and so that they may make a

1 recommendation to their TAC member.

2
3 The composition of the TCC shall include a representative, or his/her
4 designee, from each of the following units of government:

- 5 • Deputy County Manager, Forsyth County
- 6 • Director, Forsyth County Office of Environmental Assistance and
7 Protection
- 8 • Assistant City Manager for Public Works, City of Winston-Salem
- 9 • Director of Transportation, City of Winston-Salem DOT (WSDOT)
- 10 • Community Planner, North Carolina Division of FHWA
- 11 • Urban Area Coordinator, NCDOT Transportation Planning Branch
- 12 • Director, Public Transportation Division, NCDOT
- 13 • Division Nine (9) Engineer, NCDOT
- 14 • Director, City-County Planning Board
- 15 • Transportation Planning Manager, WSDOT
- 16 • Transportation Planning Coordinator, CCPB
- 17 • The Manager from each of the following municipalities:
 - 18 - Bermuda Run
 - 19 - Bethania
 - 20 - Clemmons
 - 21 - Kernersville
 - 22 - King
 - 23 - Lewisville
 - 24 - Midway
 - 25 - Rural Hall
 - 26 - Tobaccoville
 - 27 - Walkertown
 - 28 - Wallburg
 - 29 - Municipalities added to the MPO
- 30 • The Manager from each of the following counties:
 - 31 - Davidson
 - 32 - Davie
 - 33 - Stokes
- 34 • Director, Piedmont Authority for Regional Transportation (PART)
- 35 • Director, Winston-Salem Transit Authority (WSTA)
- 36 • Planner, Northwest Piedmont Rural Planning Organization
37 (NWPRPO)
- 38 • Representatives of Major Modes of Transportation (i.e., Trucking
39 Firms, Railroads, Intercity Bus, Taxi Companies, etc.)

1
2 The TCC may organize as it chooses and may elect one of its members to
3 serve as Chairman and one of its members to serve as Vice-Chairman. The
4 TCC membership may be altered on the basis of a majority vote of its
5 membership. Members shall be designated as voting members or as non-
6 voting, advisory members as part of the TCC by-laws. A quorum is
7 required for the transaction of all business, including conducting meetings
8 or hearing, participation in deliberations, or voting upon or other otherwise
9 transacting the public business. A quorum consists of fifty-one percent
10 (51%) of the voting member of the TCC.
11

- 12 12. While the governing bodies remain as the primary means for citizen input,
13 every effort will be made in the continuing transportation planning process
14 to encourage and provide opportunities for citizen involvement. This citizen
15 involvement may be obtained through such means as goals and objectives,
16 surveys, neighborhood forums, or other methods as may be prescribed.
17

18 **SECTION 2.** It is further agreed that the members of the TAC shall support the
19 transportation planning effort; that the City of Winston-Salem and the counties of
20 Forsyth, Davidson, Davie, and Stokes will share in payment of the required local match
21 for Transportation Planning (PL) and Supplemental Planning (STP-DA) funds consistent
22 with policies for equitable apportionment adopted by the TAC; and, that the Winston-
23 Salem Department of Transportation (WSDOT) shall be the Lead Planning Agency
24 (LPA) for transportation planning in the Metropolitan Planning Area. Additionally, it is
25 agreed that all member governments shall coordinate zoning, subdivision approvals, and
26 comprehensive land use planning with the MPO's adopted Multi-Modal Metropolitan
27 Transportation Plan (MTP), TIP, and other documents as approved by the TAC.
28

29 To further this objective, the following plans and studies shall be forwarded to the
30 respective planning agency and planning board of the MPO member for review and
31 recommendation prior to the items' consideration before the TAC:
32

- 33 • Multi-Modal Metropolitan Transportation Plan (MTP)
- 34 • Comprehensive Transportation Plan (CTP), as required by NC GS
35 136-66.2;
- 36 • Air Quality Conformity Analyses;
- 37 • Environmental studies for major roads and other Transportation
38 Facilities;
- 39 • Transit and Highway Corridor and Feasibility Studies;

- 1 • Public Transportation Plans; and
- 2 • Other major transportation plans or studies that impact local and/or
- 3 regional land use practice or policy
- 4

5 It is the responsibility of the TAC and TCC members to inform their respective member
6 governments, including their planning boards, of those matters to be considered by the
7 TAC so that they (the local governments) may consider those matters prior to action by
8 the TAC. Failure of a local government to act on a matter prior to consideration by the
9 TAC shall not be a compelling reason to postpone TAC action.

10
11 The responsibilities of local agencies shall be as assigned in the *Prospectus of*
12 *Transportation Planning Work Tasks, Products, and Responsibilities for the Winston-*
13 *Salem Urban Area Metropolitan Planning Organization*, as adopted by the TAC on
14 November 14, 2001, and as amended.

15
16 NCDOT will assist in the transportation planning process by providing planning
17 assistance, data, and inventories in accordance with the Prospectus. NCDOT will, as
18 permitted by existing State and Federal statutes and regulations, provide assistance in the
19 protection of necessary rights-of-way for those streets and highways, as well as transit and
20 other transportation facilities, designated in the various transportation plans and studies
21 listed above.

22
23 **SECTION 3.** All transportation and related Federal Aid planning grant funds
24 available to promote the cooperative transportation planning process will be expended in
25 accordance with the Unified Planning Work Program adopted by the TAC.
26 Administration of funding in support of the transportation planning process on behalf of
27 the TAC will be conducted by the City of Winston-Salem, which will execute appropriate
28 agreements with funding agencies as provided by the Unified Planning Work Program.

29
30 **SECTION 4.** Parties to this Memorandum of Understanding may terminate their
31 participation in the continuing transportation planning process of the MPO by giving
32 sixty (60) days written notice to the other parties prior to the date of termination. It is
33 further agreed that these agencies will assist in the transportation planning process by
34 providing planning assistance, data, and other requested information. Additionally, these
35 agencies shall coordinate zoning and subdivision approval in accordance with the adopted
36 Transportation Plan(s). All files, records and planning maps and documents will remain
37 the property of the MPO.

38
39 **SECTION 5.** The rules contained in the current edition of *Robert's Rules of*

1 **Order, Newly Revised**, shall govern the TAC in all cases to which they are applicable and
2 in which they are not inconsistent with this “Memorandum of Understanding”, the bylaws
3 and/or any special rules of order the TAC may adopt.
4

5 **SECTION 6.** The TAC by a majority vote may invite other municipalities
6 located within the Metropolitan Planning Area as defined in Section 1.2 to join the MPO.
7 The municipality may join the MPO by agreeing to become party to this MOU by signing
8 an Addendum to this MOU authorized by appropriate and proper resolution of the
9 municipality to sign the Addendum. The Addendum shall become part of this MOU and
10 shall be distributed to all parties to this MOU.
11

12 **SECTION 7.** This Amended Memorandum of Understanding supersedes and
13 replaces any prior memorandum(s) of understanding between the parties regarding the
14 Winston-Salem MPO.
15

16 **SECTION 8.** In witness whereof the parties of this Memorandum of
17 Understanding have been authorized by appropriate and proper resolutions to sign the
18 same: The Town of Bermuda Run by its Mayor, the Town of Bethania by its Mayor, the
19 Village of Clemmons by its Mayor, the Town of Kernersville by its Mayor, the City of
20 King by its Mayor, the Town of Lewisville by its Mayor, the Town of Midway by its
21 Mayor, the Town of Rural Hall by its Mayor, the Village of Tobaccoville by its Mayor,
22 the Town of Walkertown by its Mayor, the Town of Wallburg by its Mayor, the City of
23 Winston-Salem by its Mayor, Davidson County by its Commission Chairman, Davie
24 County by its Commission Chairman, Forsyth County by its Commission Chairman,
25 Stokes County by its Commission Chairman, the Winston-Salem Transit Authority by the
26 Chairman of its Board of Directors, and the North Carolina Department of Transportation
27 by the Secretary of Transportation as designated by the Governor of the State of North
28 Carolina executed this the _____ day of _____, _____.
29
30

31 **Seal**

Town of Bermuda Run

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35 _____
Clerk

_____ **Mayor**

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Seal

Town of Bethania

Clerk

Mayor

Seal

Village of Clemmons

Clerk

Mayor

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Town of Kernersville

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Mayor

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City of King

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Town of Lewisville

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Seal

Town of Midway

Clerk

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Town of Rural Hall

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Village of Tobaccoville

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Town of Walkertown

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Seal

City of Winston-Salem

City Secretary

Mayor

Seal

Davidson County

Clerk

Chairman, Board of Commissioners

Seal

Davie County

Clerk

Chairman, Board of Commissioners

Seal

Forsyth County

Clerk

Chairman, Board of Commissioners

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Stokes County

Clerk

Chairman, Board of Commissioners

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Seal

Winston-Salem Transit Authority

Clerk

Chairman, Board of Directors

Seal

N.C. Department of Transportation

Witness

Secretary of Transportation