



**RESOLUTION TITLE: TO AUTHORIZE AN INTERLOCAL AGREEMENT BETWEEN GASTON COUNTY AND BELMONT, BESSEMER CITY, AND MCADENVILLE TO DESIGNATE A JOINT HISTORIC PRESERVATION COMMISSION AUTHORIZING GASTON COUNTY TO ACT ON BEHALF OF THOSE MUNICIPALITIES AS THE CERTIFIED LOCAL GOVERNMENT**

WHEREAS, it is important to safeguard the heritage of the County and municipalities by preserving any historic landmarks therein that embody important elements of its culture, history, architectural history, or prehistory; and,

WHEREAS, the County established a Historic Preservation Commission in 1990 (Resolution 90-124); and,

WHEREAS, Section 160A-461 of the North Carolina General Statutes authorizes any unit of local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with each other in order to execute any undertaking; and,

WHEREAS, the municipalities of Belmont, Bessemer City, and McAdenville wish to designate a joint historic preservation commission authorizing Gaston County to act on behalf of those municipalities as the Certified Local Government.

NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that it hereby authorizes the execution of Interlocal Agreements between Gaston County, Belmont, Bessemer City, and McAdenville designating the Gaston County Historic Preservation Commission as a joint historic preservation commission to exercise those powers and duties given to it by and under Chapter 160D of the North Carolina General Statutes, Gaston County Historic Preservation Commission Ordinance, and the Gaston County Historic Preservation by-laws.

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	AFrale	BHovis	KJohnson	TKeligher	TPhilbeck	RWorley	Vote
2022-333	10/25/2022	TK	KJ	A	AB	A	A	A	AB	A	U

**DISTRIBUTION:**

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

**AGREEMENT DESIGNATING A JOINT HISTORIC PRESERVATION COMMISSION  
AND REQUESTING THAT GASTON COUNTY ACT AS A CERTIFIED LOCAL  
GOVERNMENT**

This is an agreement between the County of Gaston ("County") and the City of Belmont ("Town/City") requesting the Gaston County Historic Preservation Commission to exercise those powers and duties given to it by and under the North Carolina General Statutes 160D and the Gaston County Historic Preservation by-laws within the City of Belmont planning jurisdiction, as well as to act on the City of Belmont's behalf as a Certified Local Government.

**1. Designation of a Joint Historic Preservation Commission**

Pursuant to the authority provided in Section 160D of the North Carolina General Statutes, the County and City of Belmont hereby designate the Gaston County Historic Preservation Commission as a joint historic preservation commission to be governed by the statutory sections cited above and provisions set forth in the Gaston County Historic Preservation Commission Ordinance, as established in the Ordinance and Resolution creating the Historic Preservation Commission and its amendments, as found in Resolution 90-124, 91-26, and 93-308. The Commission shall have the authority to exercise, within the planning jurisdiction of the City of Belmont, all the powers and duties given to it by said statutes as well as the Gaston County Historic Preservation Commission By-Laws. These powers and duties shall include but are not limited to identification and designation of local historic districts and landmarks as provided in N.C. Gen. Stat. §160D, provided that any such designation be submitted to and approved by both the City of Belmont and the County. The Commission shall have the sole authority for issuing Certificates of Appropriateness for any designated landmark.

**2. County Amendments to the Gaston County Historic Preservation Commission Ordinance**

If the County proposes any amendment to the Gaston County Historic Preservation Commission Ordinance, it will provide the City of Belmont written notice of the proposed amendment and provide the City of Belmont reasonable opportunity to review and comment on the proposed amendment before the County holds a public hearing on the amendment.

**3. Funding Commission**

As established in the Ordinance creating the Historic Preservation Commission and subsequent amendments, the County will provide the staffing, materials, and funding it deems necessary to support the Commission's basic duties.

**4. Termination of Agreement**

The City of Belmont may terminate this agreement by providing the County a 90-day written notice of its intent to terminate. The County may terminate this Agreement by providing the Town with a 90-day written notice of its intent to terminate. Any landmarks within the jurisdiction of the City of Belmont after withdrawal from the Agreement become the responsibility of the City of Belmont, provided that it has passed an ordinance to create a local preservation commission. Landmarks in the jurisdiction of the City of Belmont with no preservation commission will be de-designated by the Gaston County Historic Preservation Commission.

**5. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and it supersedes any and all prior representations and agreements, whether oral or written, between the Parties. No such prior representations or agreements may be offered or considered to vary the terms of this Agreement, or to determine the meaning of any of its provisions.

**6. Severability**

In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.

**7. No Third-Party Beneficiaries**

This Agreement is binding upon all Parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under the Agreement.

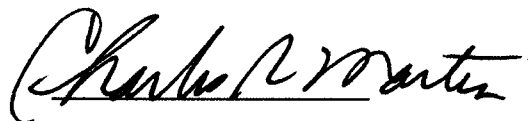
**8. Rights of Third-Parties**

This Agreement is not intended to impair or expand the rights of any person or organization seeking relief against the County or the Town, or any officer or employee thereof, for their conduct or the conduct of any officer or employee. Accordingly, it does not alter legal standards governing any such claims by third parties, including those arising under state or federal law.

**9. Effective Date**

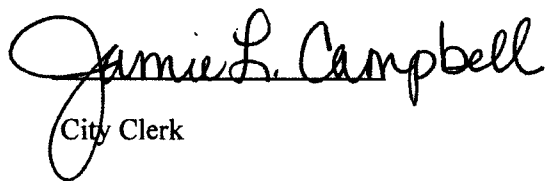
This Agreement shall become effective between the County and the City of Belmont after adoption by both the County Board of Commissioners and the governing body of the City of Belmont.

This agreement shall be effective on this 6th day of July 2021.



Charles R. Martin, Mayor

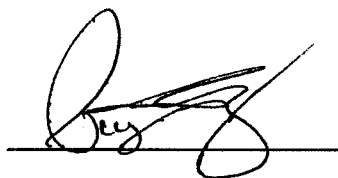
Attest:



City Clerk



Approved as to form:



City Attorney

**AGREEMENT DESIGNATING A JOINT HISTORIC PRESERVATION COMMISSION  
AND REQUESTING THAT GASTON COUNTY ACT AS A CERTIFIED LOCAL  
GOVERNMENT**

This is an agreement between the County of Gaston ("County") and the City of Bessemer City requesting the Gaston County Historic Preservation Commission to exercise those powers and duties given to it by and under the North Carolina General Statutes 160D and the Gaston County Historic Preservation by-laws within City of Bessemer City planning jurisdiction, as well as to act on the City of Bessemer City behalf as a Certified Local Government.

**1. Designation of a Joint Historic Preservation Commission**

Pursuant to the authority provided in Section 160D of the North Carolina General Statutes, the County and City of Bessemer City hereby designate the Gaston County Historic Preservation Commission as a joint historic preservation commission to be governed by the statutory sections cited above and provisions set forth in the Gaston County Historic Preservation Commission Ordinance, as established in the Ordinance and Resolution creating the Historic Preservation Commission and its amendments, as found in Resolution 90-124, 91-26, and 93-308. The Commission shall have the authority to exercise, within the planning jurisdiction of City of Bessemer City all the powers and duties given to it by said statutes as well as the Gaston County Historic Preservation Commission By-Laws. These powers and duties shall include but are not limited to identification and designation of local historic districts and landmarks as provided in N.C. Gen. Stat. §160D, provided that any such designation be submitted to and approved by both the City of Bessemer City and the County. The Commission shall have the sole authority for issuing Certificates of Appropriateness for any designated landmark.

**2. County Amendments to the Gaston County Historic Preservation Commission Ordinance**

If the County proposes any amendment to the Gaston County Historic Preservation Commission Ordinance, it will provide the City of Bessemer City written notice of the proposed amendment and provide the City of Bessemer City reasonable opportunity to review and comment on the proposed amendment before the County holds a public hearing on the amendment.

**3. Funding Commission**

As established in the Ordinance creating the Historic Preservation Commission and subsequent amendments, the County will provide the staffing, materials, and funding it deems necessary to support the Commission's basic duties.

**4. Termination of Agreement**

The City of Bessemer City may terminate this agreement by providing the County a 90-day written notice of its intent to terminate. The County may terminate this Agreement by

providing the Town with a 90-day written notice of its intent to terminate. Any landmarks within the jurisdiction of the City of Bessemer City after withdrawal from the Agreement become the responsibility of the City of Bessemer City, provided that it has passed an ordinance to create a local preservation commission. Landmarks in the jurisdiction of the City of Bessemer City with no preservation commission will be de-designated by the Gaston County Historic Preservation Commission.

**5. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and it supersedes any and all prior representations and agreements, whether oral or written, between the Parties. No such prior representations or agreements may be offered or considered to vary the terms of this Agreement, or to determine the meaning of any of its provisions.

**6. Severability**

In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.

**7. No Third-Party Beneficiaries**

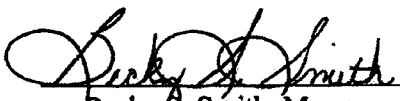
This Agreement is binding upon all Parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or fight as a beneficiary or protected class under the Agreement.

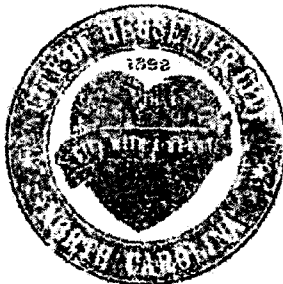
**8. Rights of Third-Parties**

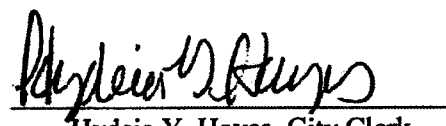
This Agreement is not intended to impair or expand the rights of any person or organization seeking relief against the County or the Town, or any officer or employee thereof, for their conduct or the conduct of any officer or employee. Accordingly, it does not alter legal standards governing any such claims by third parties, including those arising under state or federal law.

**9. Effective Date**

This Agreement shall become effective between the County and the City of Bessemer City after adoption by both the County Board of Commissioners and the governing body of the City of Bessemer City.

  
Becky S. Smith, Mayor



  
Hydeia Y. Hayes, City Clerk

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AND REQUESTING THAT GASTON COUNTY ACT AS A CERTIFIED LOCAL  
GOVERNMENT**

This is an agreement between the County of Gaston ("County") and the Town of McAdenville ("Town/City") requesting the Gaston County Historic Preservation Commission to exercise those powers and duties given to it by and under the North Carolina General Statutes 160D and the Gaston County Historic Preservation by-laws within the Town of McAdenville planning jurisdiction, as well as to act on the Town's behalf as a Certified Local Government.

**1. Designation of a Joint Historic Preservation Commission**

Pursuant to the authority provided in Section 160D of the North Carolina General Statutes, the County and Town hereby designate the Gaston County Historic Preservation Commission as a joint historic preservation commission to be governed by the statutory sections cited above and provisions set forth in the Gaston County Historic Preservation Commission Ordinance, as established in the Ordinance and Resolution creating the Historic Preservation Commission and its amendments, as found in Resolution 90-124, 91-26, and 93-308. The Commission shall have the authority to exercise, within the planning jurisdiction of McAdenville, all the powers and duties given to it by said statutes as well as the Gaston County Historic Preservation Commission By-Laws. These powers and duties shall include but are not limited to identification and designation of local historic districts and landmarks as provided in N.C. Gen. Stat. §160D, provided that any such designation be submitted to and approved by both the Town and the County. The Commission shall have the sole authority for issuing Certificates of Appropriateness for any designated landmark.

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**9. Effective Date**

This Agreement shall become effective between the County and the Town after adoption by both the County Board of Commissioners and the Town Council of the Town of McAdenville.

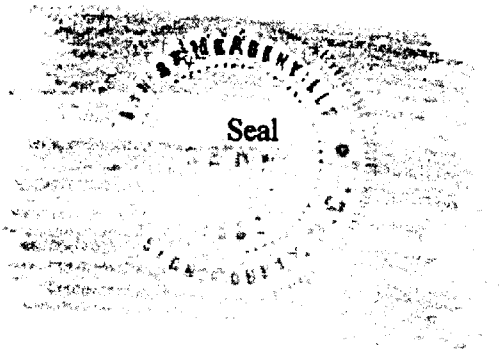


**TOWN OF MCADENVILLE**

By: Jim Robette 1-18-2021  
Signature Date

Title: Mayor

Attest: Lesly DeLaney  
Town Clerk





# Gaston County

Gaston County  
Board of Commissioners  
www.gastongov.com

## Museum of Art & History Board Action

File #: 22-445

Commissioners Worley & Hovis - Museum of Art & History - To Authorize an Interlocal Historic Preservation Commission Agreement with the City of Belmont, City of Bessemer City, and Town of McAdenville

### STAFF CONTACT

Ray Maxwell - Infrastructure & Asset Manager - 704-862-7551

### BACKGROUND

Section 160A-461 of the North Carolina General Statutes authorizes units of local government to enter into interlocal agreements for any undertaking. The purpose of the agreements between the County and the municipalities of Belmont, Bessemer City, and McAdenville is to designate a joint historic preservation commission authorizing Gaston County to act on behalf of Belmont, Bessemer City, and McAdenville as the Certified Local Government.

### ATTACHMENTS

Resolution and Interlocal Agreements

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	AFrale	BHovis	KJohnson	TKelgher	TPhilbeck	RWorley	Vote
2022-333	10/25/2022	TK	KJ	A	AB	A	A	A	AB	A	U

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