

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 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.

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 Town written notice of the proposed amendment and provide the Town 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 Town 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 Town after withdrawal from the Agreement become the responsibility of the Town, provided that it has passed an ordinance to create a local preservation commission. Landmarks in the jurisdiction of the Town 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 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

Seal

