

STATE OF NORTH CAROLINA

COUNTY OF GASTON

INTERLOCAL AGREEMENT FOR THE
ADMINISTRATION OF THE CITY OF
CHERRYVILLE'S LAND DEVELOPMENT
REGULATIONS

This Agreement made and entered into upon full execution by all parties, by and between the City of Cherryville, a municipal corporation having a charter granted by the State of North Carolina (the "Municipality"), and Gaston County, a corporate and political body and a subdivision of the State of North Carolina (the "County").

WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes units of local government to enter into contracts in order to execute an undertaking providing for the contractual exercise by one unit of any power, function, and right of another; and

WHEREAS, the Municipality recognizes that the administration of land development regulations requires professional planning staff, technical review, permitting services, and administrative support; and

WHEREAS, the Municipality has adopted the City of Cherryville Zoning Ordinance, which includes provisions to regulate the use of buildings and land, land development, planned developments, manufactured housing, development of subdivisions, signs, off-street parking and loading, planting yards, watershed protection, and flood damage prevention within the City and the City of Cherryville Future Land Use Map, which supplement the provisions of the Cherryville Zoning Ordinance with respect to the development and use of land within the City; and,

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, upon official request by the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the municipal governing body officially withdraws its request; and

WHEREAS, the County and the Municipality desire to enter into an interlocal agreement whereby the County will administer and enforce the Zoning Ordinance within the municipal limits and ETJ of Cherryville.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon by the parties, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. Municipality

The City of Cherryville agrees to:

- A. Provide the County with three copies of the City of Cherryville Zoning Ordinance and provide the County with any updates to the Zoning Ordinance within 10 business days of adoption.
- B. Adopt Gaston County's current fee schedule for zoning, subdivision, and land development permitting, including all future amendments adopted by Gaston County.

- C. Authorize Gaston County to retain all permit and review fees collected pursuant to the administration of the Zoning Ordinance.
- D. Coordinate with Gaston County planning staff on presentations and agenda packets for cases being presented to City Council.

2. County

Gaston County agrees to:

- A. Administer the City of Cherryville Zoning Ordinance within the municipal limits and ETJ area of Cherryville for the purpose of development review and permitting.
- B. Provide plan review services for zoning and subdivision applications while coordinating with municipal staff to ensure that all Municipality infrastructure and service considerations are addressed, including but not limited to power, water, sewer, and streets.
- C. Perform inspections of development projects prior to permit issuance, during construction, and after project completion as necessary to ensure that all applicable zoning and subdivision regulations have been followed.
- D. Utilize the Gaston County Planning and Zoning Board and other applicable boards.
- E. Provide all required and requested documents for cases being presented to Cherryville City Council.
- F. Present recommendations and staff reports regarding zoning matters affecting properties within the municipal limits and ETJ areas of Cherryville during designated meetings of the Cherryville City Council.
- G. Provide access to the County's electronic permitting system, allowing applicants within the City of Cherryville to submit and track permits through Gaston County's online permitting platform.

3. Enforcement

- A. The County agrees to enforce violations of the zoning ordinance within the Cherryville city limits and its ETJ, including but not limited to violations related to zoning regulations and subdivision regulations.
- B. The City of Cherryville shall be responsible for all other code enforcement, including public nuisances, minimum housing code violations, and junk vehicles within its city limits and ETJ.

4. Fees

All fees collected pursuant to zoning permits, subdivision review, site plan review, sign permits, and other development approvals issued pursuant to this Agreement shall be retained by Gaston County as compensation for services provided under this Agreement.

5. Effective Date, Term, and Termination

- A. This Agreement shall become effective on the date fully executed by all parties upon approval by the governing boards of Gaston County and the City of Cherryville.
- B. This Agreement shall **automatically renew annually on the same date each year** unless either party provides written notice of termination.

- C. Either the County or the Municipality may terminate this Agreement by providing **30 days written notice** to the other party.

6. Miscellaneous Provisions

- A. Entire Agreement. This Agreement, including any Exhibits attached, which are incorporated herein and made part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.
- B. Assignment. No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.
- C. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina.
- D. Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. The parties reserve all immunities, defenses, rights, or actions arising out of their sovereign status under applicable law. No waiver of any such immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of entry into this Agreement.
- E. Savings Clause. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.
- F. Counterparts. The captions and headings are inserted for convenience of reference and do not define, describe, extend, or limit the scope or intent of this Agreement.
- G. In the event that any work or service contemplated within this Agreement, was provided by the County to the Municipality and with the Municipality's consent, prior to the execution of this Agreement, then the terms of this Agreement shall also govern all aspects of provision of that work or service.

SIGNATURE PAGES TO FOLLOW

GASTON COUNTY

BY: _____
Chairman of the Gaston County Board of Commissioners

DATE: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Deputy County Attorney

TOWN OF CHERRYVILLE

BY: *[Signature]*
Mayor of Cherryville

DATE: 5.14.24

ATTEST:

Mary E. Jackson
Clerk to the City Council/Deputy Clerk to the City Council

APPROVED AS TO FORM:

[Signature]
City Attorney/Deputy City Attorney

