



# Building and Development Services Department

Mailing Address: P.O. Box 1578, Gastonia, NC 28053  
Street Address: 128 West Main Avenue, Gastonia, NC 28052  
Phone: (704) 866-3155 Fax: (704) 866-3966

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## Interlocal Agreement for the Site Plan and Plat Review for Projects Inside the City Limits of Lowell, North Carolina

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Lowell, 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”).

### WITNESSETH:

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

WHEREAS, Article 4 of Chapter 160D of the General Statutes of the State of North Carolina authorizes local governments to enter into contracts with another city, county, or combination thereof under which the parties agree to create a joint staff for the enforcement of State and local laws specified in the agreement; 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 Gaston County Board of Commissioners upon approval of a resolution and with written notice may withdraw the offering of the service to the Municipality.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the Parties, the Parties hereto agree as follows:

1. Purpose. The Purpose of this Agreement is for the County Planning and Zoning staff to provide site plan and subdivision plat review services for the municipality against the municipality’s adopted zoning and development regulations for a set fee agreed upon by the County and the municipality.
2. Term. The term of this Agreement is for one year from the date entered into by both Parties and shall be automatically renewed each year unless terminated as provided herein.



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### 3. Responsibilities.

#### a. Municipality. The Municipality agrees to:

1. Provide three printed copies of the land development ordinance within 15 days of the executed agreement. When and if changes are made to the ordinance, those changes must be provided to the County via email and three printed copies within 10 business days of adoption.
2. Allow a minimum of thirty business days for site plan reviews and fifteen business days for subdivision plat review.
3. Coordinate and schedule Technical Review Committee (TRC) meetings as requested by the County for site plan reviews. All comments from third parties obtained during the TRC review shall be provided to the County from the Municipality.
4. Coordinate all site plan review comments with applicants. The County staff will not be responsible for distributing comment letters to anyone but municipality staff.
5. Be available for final determinations and interpretations of the municipality's ordinance.
6. Submit all plans and plats for review online through the County's Citizen Self Service Portal. Paper copies of plans and plats will not be accepted. Documents and plans which are too large for the portal may be submitted by email with a written acknowledgment of receipt from the County Planning Staff.
7. Not hold the county or county staff liable for misinterpretations or missed regulations that are not explicitly written in the development ordinance. County staff cannot enforce practices that are not clearly stated in the code.
8. Pay the county for services provided as shown in Exhibit A. Payment shall be made to the County within 30 days of receipt of invoice.

#### b. County. The County agrees to:

1. Provide full site plan and plat review against the municipality's development ordinance.
2. Provide a comment letter and a marked-up set of plans for each review.
3. Track all projects and review timelines on the County's permitting software.
4. Provide monthly invoices showing projects reviewed. Fees are those mutually agreed upon and shown in Exhibit A.
5. Attend scheduled Technical Review Committee meetings by the Municipality and present projects being reviewed by the County.
6. Provide electronic reviews only. Paper copies of plans will not be accepted.

#### 4. Plan Submission. Submission of plans shall be on an "as needed" basis, and the City of Lowell shall have sole discretion over which site plans, subdivision plans, or



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development plans, if any, to submit for review. Nothing in this Agreement shall obligate the City to submit any development or other plans to the County for review.

5. Geographic Jurisdiction. The County shall have the authority to review plans and plats within the City of Lowell and apply the City of Lowell's adopted codes and ordinances.
6. Personnel. The County shall employ and provide personnel sufficient to perform the services outlined in this agreement for the Municipality but shall not be expected to attend meetings with town council members or developers. All communication will be between County and City staff only.
7. Indemnity. To the extent allowed under North Carolina law, the Municipality, during the term of this Agreement, shall indemnify and save harmless the County from and against any and all claims, demands, and/or causes of action arising out of enforcement by the County under the Agreement, with the exception of gross negligence, willful, or wanton conduct by the County.
8. Cost. The cost of services provided by the County shall be those set forth in Exhibit "A," which is attached hereto and incorporated by reference. The County shall collect all fees; failure to receive fees associated with this Agreement will result in termination of this Agreement.
9. Termination. The Municipality or the County may terminate this Agreement upon a thirty (30) day written notice to the Manager or Mayor of the governing unit.
10. Amendment. This Agreement may only be amended in writing upon the signature of both Parties. Oral agreements shall have no legal effect.
11. Entire Agreement. This Agreement is the only agreement between the Parties for the provision of site plan and plan review, and it contains all terms agreed upon by the Parties. This Agreement has no effect upon the enforcement of codes or ordinances not specifically referenced herein.
12. Severability. If any part of this Agreement is held invalid, such decision shall not render the entire Agreement invalid.



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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives of the day and year first written.

## City of Lowell

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

## Gaston County

By: \_\_\_\_\_  
County Manager/Asst. County Manager

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk/Deputy Clerk to the Board

\_\_\_\_\_  
County Attorney/Deputy Co. Attorney



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STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that personally appeared before me this day and acknowledged that he/she is the Clerk/Deputy Clerk of the **City/Town of XXXXXXXX**, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its Mayor, sealed with its corporate seal and attested by him/her as its City Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the Clerk/Deputy Clerk of the **Gaston County Board of Commissioners**, and that by authority duly given and as the act of the Gaston County Board of Commissioners, the foregoing instrument was signed in its name by \_\_\_\_\_, County Manager/Assistant County Manager, sealed with its corporate seal and attested by \_\_\_\_\_ as its Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:



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**Exhibit A**

Fees to be Charged by the County to the Municipality

Name	Fee
Conditional Zoning Site Plan Review	\$450.00
Conditional Zoning Site Plan Re-Review*	\$240.00
Commercial Site Plan Review <2 acres	\$300.00
Commercial Site Plan Review >2 acres up to 10 acres	\$480.00
Commercial Site Plan Review >10 acres	\$1160.00
Commercial Site Re-Review*	\$250.00
Pre-Design Conference	\$200.00
Final Plat Review	\$300.00
Final Plan Re-Review*	\$100.00
Major 1 Subdivision: 5-50 lots	\$500.00 + \$5/lot created
Major 2 Subdivision: 51+ lots	\$1000.00 + \$5/lot created
Expedited Review (Review completed within 5 business days)	\$500.00

\*Re-review fees are added after the second review

Above fees as adopted in Gaston County's FY25 Fee Schedule

Any additional fees agreed upon between the County and the Municipality will require an amendment to the adopted fee schedule.