



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Building and Development Services

Board Action

File #: 24-607

Commissioner Brown - Building & Development Services - To Enter Into Interlocal Agreements with the City of Belmont and the City of Lowell for the Building and Development Services Planning and Zoning Staff to Provide as-needed Plat and Site Plan Review Against the Municipality's Zoning Ordinances

STAFF CONTACT

Jamie Kanburoglu - Director of Planning and Zoning - 704-862-5510

BACKGROUND

Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorize, 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. Thus, per the attached Interlocal Agreements, Gaston County Planning and Zoning staff will review projects within the municipal/zoning boundaries of Lowell and Belmont against the municipality's zoning ordinances on an as-needed basis as requested by the municipalities. Both Lowell and Belmont city councils have approved the attached documents.

The City of Lowell approved the attached agreement at their October 8, 2024 meeting.

The Belmont City Council approved the attached agreement at their November 18, 2024 meeting.

The Commission is requested to consider the attached agreements and upon approval, the County Manager or his designee shall sign the agreement.

ATTACHMENTS

Interlocal Agreements for the City of Belmont and the City of Lowell

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	JBailey	CBrown	CCloninger	AFraley	BHovis	TKeigher	SShehan	Vote
2024-426	12/10/2024	TK	CC	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

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

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Belmont, 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”) (collectively, the “Parties”).

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, the Municipality has adopted a Land Development Code providing for the administration and enforcement of land development regulatory codes; and,

WHEREAS, the City of Belmont authorizes Gaston County’s Planning and Zoning staff to perform reviews against the Belmont Land Development Code as needed and upon request from the municipality; 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 final plat review services for the Municipality as needed and upon request from 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.

3. Responsibilities.

a. Municipality. The Municipality agrees to:

1. Provide four printed copies of the land development ordinance within 15 days of the execution of the 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 final plat review.
3. Coordinate and schedule Technical Review Committee (TRC) meetings as requested by the County staff for site plan reviews. All comments from third parties obtained during the TRC review shall be provided to the County by the Municipality.
4. Coordinate all site plan review comments with applicants. The County staff shall not be responsible for distributing comment letters to anyone but Municipality staff.
5. Be available for final determinations and interpretations of the Municipality's land development ordinance.
6. Submit all plans and plats for review online through the County's Citizen Self Service Portal. Paper copies of plans and plats shall not be accepted. Plans sent via email to individual staff members shall also not be accepted.
7. The County or County staff shall not be held liable for misinterpretations or missed regulations that are not explicitly written in the land development ordinance. County staff cannot enforce practices that are not clearly stated in the Land Development 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 the invoice.

b. County. The County agrees to:

1. Provide complete site plan and plat review against the Municipality's land development ordinance as needed and upon request from the Municipality.
2. Provide a comment letter and a digitally marked-up set of plans for each review.
3. Track all requested 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 shall not be accepted by the County.

4. Geographic Jurisdiction. The County shall have the authority to review requested plans and plats for properties within the City of Belmont and its extra-territorial planning jurisdiction and apply the City of Belmont's adopted land development codes

and ordinances.

5. 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 pre-application meetings or public information meetings with city council members, applicants, or developers. All communication shall be solely between County and Municipality staff.
6. 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.
7. 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 and retain all fees; failure to receive fees associated with this Agreement shall result in termination of this Agreement.
8. 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.
9. Amendment. This Agreement may only be amended in writing upon the signature of both Parties. Oral agreements shall have no legal effect.
10. Entire Agreement. This Agreement is the only agreement between the Parties for the provision of requested site plan and plat 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.
11. Severability. If any part of this Agreement is held invalid, such decision shall not render the entire Agreement invalid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

City of Belmont

By: James J. Deff
Mayor Pro Tem

Date: 11/25/2024

ATTEST:

Cassidy Lachey
City Clerk (Deputy)

APPROVED AS TO FORM:
[Signature]
City Attorney

Gaston County

By: _____
County Manager/Asst. County Manager

Date: _____

ATTEST:

Clerk/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Deputy Co. Attorney

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 Belmont**, and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its Mayor Pro Tem, 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:

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 shall require an amendment to the adopted fee schedule.

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

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Belmont, 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”) (collectively, the “Parties”).

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, the Municipality has adopted a Land Development Code providing for the administration and enforcement of land development regulatory codes; and,

WHEREAS, the City of Belmont authorizes Gaston County’s Planning and Zoning staff to perform reviews against the Belmont Land Development Code as needed and upon request from the municipality; 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 final plat review services for the Municipality as needed and upon request from 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.

3. Responsibilities.

a. Municipality. The Municipality agrees to:

1. Provide four printed copies of the land development ordinance within 15 days of the execution of the 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 final plat review.
3. Coordinate and schedule Technical Review Committee (TRC) meetings as requested by the County staff for site plan reviews. All comments from third parties obtained during the TRC review shall be provided to the County by the Municipality.
4. Coordinate all site plan review comments with applicants. The County staff shall not be responsible for distributing comment letters to anyone but Municipality staff.
5. Be available for final determinations and interpretations of the Municipality's land development ordinance.
6. Submit all plans and plats for review online through the County's Citizen Self Service Portal. Paper copies of plans and plats shall not be accepted. Plans sent via email to individual staff members shall also not be accepted.
7. The County or County staff shall not be held liable for misinterpretations or missed regulations that are not explicitly written in the land development ordinance. County staff cannot enforce practices that are not clearly stated in the Land Development 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 the invoice.

b. County. The County agrees to:

1. Provide complete site plan and plat review against the Municipality's land development ordinance as needed and upon request from the Municipality.
2. Provide a comment letter and a digitally marked-up set of plans for each review.
3. Track all requested 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 shall not be accepted by the County.

4. Geographic Jurisdiction. The County shall have the authority to review requested plans and plats for properties within the City of Belmont and its extra-territorial planning jurisdiction and apply the City of Belmont's adopted land development codes

and ordinances.

5. 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 pre-application meetings or public information meetings with city council members, applicants, or developers. All communication shall be solely between County and Municipality staff.
6. 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.
7. 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 and retain all fees; failure to receive fees associated with this Agreement shall result in termination of this Agreement.
8. 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.
9. Amendment. This Agreement may only be amended in writing upon the signature of both Parties. Oral agreements shall have no legal effect.
10. Entire Agreement. This Agreement is the only agreement between the Parties for the provision of requested site plan and plat 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.
11. Severability. If any part of this Agreement is held invalid, such decision shall not render the entire Agreement invalid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

City of Belmont

By: James J. Deff J.
Mayor Pro Tem

Date: 11/25/2024

ATTEST:

Cassidy Lackey
City Clerk (Deputy)

APPROVED AS TO FORM:
[Signature]
City Attorney

Gaston County

By: _____
County Manager/Asst. County Manager

Date: _____

ATTEST:

Clerk/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Deputy Co. Attorney

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 Belmont**, and that, by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its Mayor Pro Tem, 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:

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 shall require an amendment to the adopted fee schedule.



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

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.



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

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



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

-
- 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.



Building and Development Services Department

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Building and Development Services Department

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Street Address: 128 West Main Avenue, Gastonia, NC 28052

Phone: (704) 866-3155

Fax: (704) 866-3966

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



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

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:



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

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
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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.



Resolution for the Approval of an Interlocal Agreement with Gaston County

Resolution No. 10-24

A Resolution Approving an Interlocal Agreement Between City of Lowell and Gaston County

WHEREAS, the City of Lowell and Gaston County recognize the importance of collaboration in providing services that enhance the quality of life for their citizens; and

WHEREAS, North Carolina General Statutes § 160A-461 authorizes municipalities and counties to enter into interlocal agreements to execute projects and provide services of mutual benefit; and

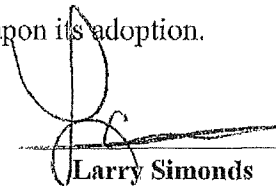
WHEREAS, City of Lowell and Gaston County have negotiated an Interlocal Agreement that outlines their respective responsibilities and commitments related to Site Plan and Plat Review; and

WHEREAS, this agreement fosters cooperation between the parties, promotes efficient use of resources, and serves the best interests of the residents of both City of Lowell and Gaston County;

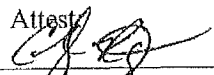
NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Lowell.

1. The City Council hereby approves the Interlocal Agreement with Gaston County for Site Plan and Plat Review.
2. The City Manager is authorized to execute the Interlocal Agreement and take any necessary steps to implement its provisions.
3. The City Clerk is directed to attest to the signatures of the appropriate officials and retain the fully executed agreement in the official records.
4. This Resolution shall become effective immediately upon its adoption.

Adopted this 8th day of October 2024



Larry Simonds
Mayor

Attest


Cheryl Ramsey
City Clerk