



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

County Manager

Board Action

File #: 25-177

Commissioner Brown - County Manager - To Approve the Interlocal Agreement Creating Consortium for Participating in HUD "HOME" Program

STAFF CONTACT

Vincent Wong, Deputy County Manager - County Manager's Office - 704-866-3277

BUDGET IMPACT

There are no budgetary impacts related to this agreement.

BACKGROUND

The renewal of this interlocal agreement with the City of Gastonia will provide a means for the HUD-related programs associated with HOME Investment Partnership Program (HOME) funding to extend into areas outside of the incorporated city limits of Gastonia. By agreeing to participate in this Consortium, eligible citizens within Gaston County may receive assistance through the several programs administered by the City of Gastonia.

POLICY IMPACT

N/A

ATTACHMENTS

(2025) HOME Consortium - Interlocal Agreement

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
2025-110	04/22/2025	BH	SS	A	A	A	AB	A	AB	A	U

DISTRIBUTION:

Laserfiche Users

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

**INTERLOCAL AGREEMENT
CREATING CONSORTIUM FOR PARTICIPATING
IN HUD “HOME” PROGRAM**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2025, by and between the City of Gastonia, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Gastonia”; the City of Belmont a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Belmont”; the City of Bessemer City, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Bessemer City”; the City of Cherryville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Cherryville”; the Town of Cramerton, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Cramerton”; the Town of Dallas, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Dallas”; the City of Kings Mountain, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Kings Mountain”; the City of Lowell, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Lowell”; the Town of McAdenville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “McAdenville”; the City of Mount Holly, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Mount Holly”; the Town of Ranlo, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Ranlo”; the Town of Stanley, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as “Stanley”; and Gaston County, a body politic of the State of North Carolina, hereinafter referred to as “County” (collectively, the “Participating Units”);

WITNESSETH:

THAT, WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes any unit of local government and any one or more other units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the United States Government, through the U.S. Department of Housing and Urban Development (“HUD”) administers a program known as the HOME Program which was created pursuant to Title II of the National Affordable Housing Act of 1990; and

WHEREAS, the rules promulgated pursuant to said act contemplate the creation of consortia by units of local government to allow units that do not otherwise qualify for participation in the HOME Program due to their size to so qualify, by the creation of a consortium; and

WHEREAS, the parties hereto are contiguous units of local government and otherwise meet the definition of governmental units which can qualify for the HOME Program through a consortium created for that purpose; and

WHEREAS, the basic purpose of the HOME Program is to expand the supply of decent, safe, and affordable housing, both owner occupied and rental housing for low and very low income citizens; and

WHEREAS, the parties hereto believe that it would be in their mutual best interest and in the best interest of their citizens to become eligible for this program and pursue available funding pursuant to the terms of the rules governing same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. Purpose. The purpose of this agreement is to provide access to the HOME Program established by the National Affordable Housing Act of 1990 and administered by the United States Department of Housing and Urban Development and to comply with the rules promulgated by HUD pursuant to said act as found in 56 Federal Register, Page 65339, et. seq.
2. Term. This agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years and the parties hereto will remain in the consortium for the entire period. The program year start date for the consortium is 2026, and all members of the consortium are on the same program year for CDBG, HOME, ESG and HOPWA.
3. Renewal. Unless otherwise terminated by agreement in writing of all parties hereto or by termination of the HOME program by HUD, this agreement shall automatically be renewed for successive three-year qualification periods under the same terms and conditions. The parties agree that this agreement shall be amended to incorporate any changes necessary to meet the requirements for consortia agreements set forth in the Consortia Qualification Notice for any subsequent three-year qualification period. Any Participating Unit shall have the right to withdraw from the consortium at the beginning of any renewal period by giving notice in writing to Gastonia. For each renewal period, Gastonia shall, by the date specified in HUD's consortia designation notices, notify each of the Participating Units in writing of its right not to participate for that renewal period and shall provide copies of all such notifications to HUD.
4. Participation. Gastonia, Belmont, Bessemer City, Cherryville, Cramerton, Dallas, Kings Mountain, Lowell, McAdenville, Mount Holly, Ranlo and Stanley shall only participate in the Down Payment Assistance, which shall provide down payment assistance to the

residents, and the Rehabilitation Loan Program which shall provide rehabilitation assistance to existing homeowners of said municipalities. Said municipalities shall not participate in any other programs or qualify for any other types of assistance available through the HOME Program.

5. Lead Entity. Gastonia shall be designated as the lead entity for purposes of the HOME Program and shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with all applicable rules promulgated by HUD and other requirements, including, but not limited to, the requirements concerning a consolidated plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350 (a) (5).
6. Statement of Capacity. As an “entitlement city” under the HUD Community Development Block Grant Program, HUD has determined that the City of Gastonia has the capacity to execute the administration of the HOME Program.
7. Cooperation. The parties hereto shall cooperate in executing such documents and providing such information to HUD as may be required to qualify the consortium created hereby for participation in the HOME Program. Furthermore, the parties hereby certify that they will affirmatively further fair housing.
8. Policy Review Board. A policy review board shall be established by the parties which shall develop policies and procedures for the administration of this agreement and the HOME program.
9. Merger Clause. This agreement contains the entire agreement and understanding between the parties hereto and may be amended only by a subsequent written document executed by all parties. There are no oral understandings, terms or conditions between the parties that are not set forth herein and none of the parties has relied upon any representatives, expressed or implied, not contained in this agreement. Any prior agreements between any of the parties hereto for the services provided for hereby are deemed merged into this agreement and shall not be enforced except as they may be consistent herewith.
10. Counterparts. This agreement may be simultaneously executed in sufficient counterparts, one of which being retained by each of the parties hereto and each of which so executed shall be deemed to be an original and shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective names by their duly authorized officers and to have their seals hereunto affixed, all on the day and year first above written.

CITY OF GASTONIA

By: _____
Mayor Richard Franks

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County do certify that _____, personally came before me and acknowledged that he/she is the City Clerk of the City of Gastonia, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

GASTON COUNTY

By: _____
County Manager

ATTEST:

CLERK TO THE BOARD

APPROVED AS TO FORM:

COUNTY ATTORNEY

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Gaston County Board of Commissioners and that pursuant to a resolution duly adopted by said Board, and as the act of Gaston County, the foregoing instrument was signed in its name by _____, County Manager, sealed with its corporate seal and attested by herself as Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF BELMONT

By: _____
Mayor Pro Tem

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Belmont, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor Pro Tem, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF BESSEMER CITY

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Bessemer City, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF CHERRYVILLE

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Cherryville, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF CRAMERTON

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the Town of Cramerton, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF DALLAS

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of Dallas, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF KINGS MOUNTAIN

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Kings Mountain, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF LOWELL

By: _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Lowell, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF MCADENVILLE

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of McAdenville, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

CITY OF MOUNT HOLLY

By : _____
Mayor

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Mount Holly, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF RANLO

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of Ranlo, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

TOWN OF STANLEY

By: _____
Mayor

ATTEST:

CLERK

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid State and County, do certify that _____ personally came before me this day and acknowledged that he/she is the Clerk of the Town of Stanley, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and official stamp or seal, this the ____ day of _____, 2025.

Notary Public

My commission expires: _____

SEAL

EXHIBIT A

City Manager
City of Gastonia
Post Office Box 1748
Gastonia, NC 28053

County Manager
Gaston County
128 West Main Avenue
Gastonia, NC 28052

City Manager
City of Belmont
1401 East Catawba Street
Belmont, NC 28012

City Manager
City of Bessemer City
132 West Virginia Avenue
Bessemer City, NC 28016

City Manager
City of Cherryville
116 South Mountain Street
Cherryville, NC 28021

Town Manager
Town of Cramerton
155 North Main Street
Cramerton, NC 28032

Town Manager
Town of Dallas
210 North Holland Street
Dallas, NC 28034

City Manager
City of Kings Mountain
Post Office Box 429
Kings Mountain, NC 28086

City Manager
City of Lowell
101 West First Street
Lowell, NC 28098

Town Clerk
Town of McAdenville
Post Office Box 9
McAdenville, NC 28101

City Manager
City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

Town Manager
Town of Ranlo
1624 Spencer Mountain Rd.
Gastonia, NC 28052

Town Manager
Town of Stanley
Post Office Box 278
Stanley, NC 28164