



Gaston County

Gaston County
Board of Commissioners
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Building and Development Services

Board Action

File #: 21-360

Commissioner Hovis - Building & Development Services - To Adopt an Interlocal Agreement with the City of Bessemer City for County Administration of Inspections and Enforcement Responsibility for State Building Codes and for Portions of Bessemer City's Land Use Ordinances

STAFF CONTACT

Joseph B. Sciba - Director - 704-866-3970

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, in accordance with the attached Interlocal Agreement, the City of Bessemer City seeks assistance from Gaston County to administer and enforce Inspections for State Building Codes and portions of Bessemer City's Land Use Ordinances.

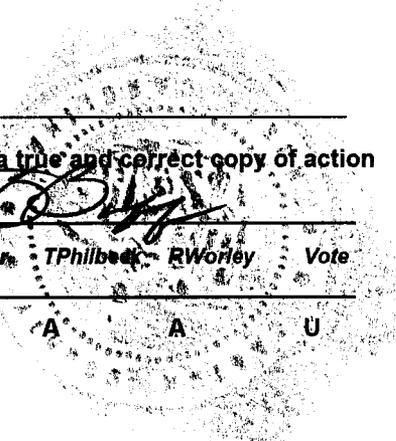
The Commission is requested to consider the attached Interlocal Agreement and upon approval, the Chairman of the Board of Commissioners shall sign the agreement.

ATTACHMENTS

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	CBrown	AFraley	BHovis	KJohnson	TKelgher	TPhilbeck	RWorley	Vote
2021-249	09/28/2021	BH	CB	A	AB	A	A	AB	A	A	U

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Building and Development Services Department *BUILDING INSPECTIONS*

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 Enforcement of Portions of Bessemer City's Land Use Ordinances and North Carolina State Building Codes

This Agreement made and entered into this 14th day of September, 2021, by and between the City of Bessemer City, a municipal corporation having a charter granted by the State of North Carolina ("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, the Municipality has adopted ordinances providing for the administration and enforcement of regulatory codes and County ordinances; and,

WHEREAS, such codes are commensurate with the regulatory codes and ordinances now in effect for Gaston County as enforced by the County; 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 to provide for the transfer of jurisdiction to the County for inspections and enforcement responsibility for State Building Codes, and for portions of Bessemer City's Land Use Ordinances listed in the attached Exhibit "A," which is incorporated herein by reference.
2. Term. The term of this Agreement is _____ through _____ 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 any pre-permit or pre-inspection review of any applicable Municipal Zoning ordinances or regulations, as well as requirements of any other State or local agencies prior to issuance of a zoning permit.
2. Provide to the County a written comment on each single family zoning permit specifying exact setback distances from each side of the home to property lines or street centerlines.
3. Advise permit applicants that property lines will have to be marked so that inspections staff can determine locations at footing inspections.
4. Allow the County to retain any fees collected pursuant to enforcement of the Ordinance or permit fees.
5. Not hold the County responsible for enforcement of any of Municipality's other ordinances, zoning, or regulations, unless specifically contracted.

b. County. The County agrees to:

1. Issue building permits in accordance with N.C. GEN. STAT. § 160D-403 and the latest edition of the North Carolina Administrative Code.
2. Provide plan review, as necessary, for issuance of permits under the State Building Code and County ordinances.
3. Conduct site inspections in accordance with the rules set forth in the latest edition of the North Carolina Administrative Code.
4. Seek judicial or equitable enforcement of said codes or ordinances when necessary in the County's discretion.

4. Geographic Jurisdiction. The County shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in exhibit "A," which is attached hereto and incorporated by reference.
5. Personnel. The County shall employ and provide personnel sufficient to perform inspection duties for the Municipality.
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. All fees shall be collected by the County; failure to receive fees associated with this Agreement will result in



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termination of this Agreement.

8. **Termination.** The Municipality or the County may terminate the Agreement upon a thirty (30) day written notice to the Manager 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 building inspections and setbacks for single-family dwellings, and contains all terms agreed upon by the Parties. This Agreement has no effect upon 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.]



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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 Bessemer City

By: [Signature]
City Manager



Date: September 14, 2021

ATTEST:

[Signature]
(Deputy) City Clerk

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



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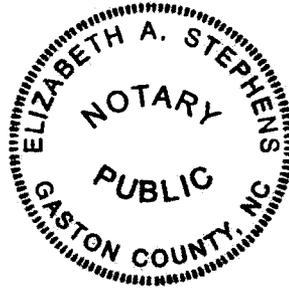
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Elizabeth A Stephens, a Notary Public of the aforesaid County and State, do hereby certify that Hydeic Y Hayes personally appeared before me this day and acknowledged that he/she is the Clerk/Deputy Clerk of the City of **Bessemer City**, 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 14 day of September, 2021.

Elizabeth A Stephens
Notary Public

My Commission Expires: June 29, 2026



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 _____, 2021.

Notary Public

My Commission Expires:



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Exhibit A

Bessemer City

- **Jurisdiction** – All incorporated areas and Extraterritorial Jurisdiction of Bessemer City.
- **Codes to be Applied by County Building Inspections** – Latest edition of the North Carolina State Building, Residential, Existing Building Code, Plumbing, Mechanical, Electrical, Fuel, Gas, and Manufactured Housing.
- **County Ordinances to be Applied** – None.
- **Bessemer City's Land Use Ordinances to be Applied** – County Building Inspections will check setback information on Single Family Dwellings ONLY, when performing footing inspections. Proper distances for setbacks will be provided as part of Bessemer City's Zoning Permit.
- **Fees and Fines** –
 - For building inspections, Gaston County will collect and maintain all fees and fines associated with building permits, based off of the current, adopted fee schedule for Gaston County.
 - For zoning setback inspections, the County will charge FORTY DOLLARS (\$40.00) per inspection and bill Bessemer City's Zoning Office on an annual basis.
 - Any fines associated with failed inspections for setbacks will be billed directly to the permit applicant and collected by Gaston County.