

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**AMENDED AND RESTATED**  
**LAND DEVELOPMENT SERVICES**  
**INTERLOCAL COOPERATION**  
**AGREEMENT**

**AMENDED AND RESTATED LAND DEVELOPMENT SERVICES**  
**INTERLOCAL AGREEMENT**

This Amended and Restated Agreement made as of June 18, 2019 by and between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF HUNTERSVILLE** (hereinafter the "Town"), a municipal corporation organized under the laws of the State of North Carolina.

**W I T N E S S E T H:**

**WHEREAS**, in 2000 the Town and County executed a “Land Development Services Interlocal Cooperation Agreement”, and

**WHEREAS**, the Land Development Services Interlocal Cooperation Agreement was again amended in 2003; and

**WHEREAS**, the Town has indicated to the County that the Town wishes to begin enforcement of certain of the Town’s ordinances within the Town limits and the Town’s extraterritorial jurisdiction which have heretofore been enforced by the County pursuant the Land Development Services Interlocal Cooperation Agreement, which Agreement the parties desire to amend and restate in order to provide for the assumption of the enforcement such ordinances by the Town; and

**WHEREAS**, the Town and the County have the power pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into interlocal cooperation agreements to specify the details of these undertakings; and

**WHEREAS**, the Town hereby requests that the County continue to exercise the County’s

regulatory powers as set forth in those Mecklenburg County ordinances listed in paragraph 2 of this Amended and Restated Agreement within the Town's corporate limits and the Town's specified area of extraterritorial jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Amended and Restated Agreement, the Town and the County agree as follows:

1. **Definitions.**

a. **Land Development Ordinances.** As used in this Amended and Restated Agreement, "Land Development Ordinances" shall mean the following ordinances, codes and statutes governing land development within the Town's Land Development Jurisdiction:

The North Carolina State Building Code for all trades (Building, Electrical, Plumbing, Mechanical and Fire)  
The Town of Huntersville Zoning Ordinance  
The Town of Huntersville Subdivision Ordinance  
The Town of Huntersville Sedimentation and Erosion Control Ordinance  
Floodplain Regulations of Huntersville, North Carolina, Chapter 151 of the Huntersville Code of Ordinances  
Town of Huntersville Minimum Housing Standards, Chapter 150 of the Huntersville Code of Ordinances.  
Town of Huntersville, Nonresidential Building Code, Chapter 152 of the Huntersville Code of Ordinance.  
Mecklenburg County Fire Ordinance

b. **Land Development Jurisdiction.** As used in this Amended and Restated Agreement the Town's "Land Development Jurisdiction" shall be deemed to include all lands within the Town limits and within the Town's areas of extraterritorial jurisdiction.

2. **Purpose of Agreement.** The purpose of this Amended and Restated Agreement is to specify the details of the operation and financing of the enforcement by the County of the following Land Development Ordinances and regulations and of related services which are to be provided in whole or in part by the County for the Town within the Town's Land Development Jurisdiction after July 1, 2019 (hereinafter "County Enforced Town Ordinances"):

North Carolina State Building Code for all trades (Building, Electrical, Plumbing, Mechanical and Fire)  
Town of Huntersville Zoning Ordinance, but only for purposes of annual inspections of BMPs which have received final approval by the Town pursuant to Section 8.17, Water Quality.  
Floodplain Regulations of Huntersville, North Carolina, Chapter 151 of the Huntersville Code of Ordinances.  
Town of Huntersville Minimum Housing Standards, Chapter 150 of the Huntersville Code of Ordinances.  
Mecklenburg County Street Address Ordinance (consolidated in May 1984 with Chapter 19 of the Charlotte City Code)  
Town of Huntersville, Nonresidential Building Code, Chapter 152 of the Huntersville Code of Ordinance.  
Mecklenburg County Fire Ordinance

**a. Until July 1, 2019.** Through and including June 30, 2019, the County will continue to enforce within the Town's Land Development Jurisdiction those Land Development Ordinances which the County is enforcing as of the date of this Amended and Restated Agreement under the Land Development Services Interlocal Cooperation Agreement as previously amended, and will also continue to enforce within the Town's Land Development Jurisdiction those County ordinances which the County is enforcing as of the date of this Amended and Restated Agreement, with the exception of the Town of Huntersville's Zoning Ordinance. (The Town began enforcement of the Town of Huntersville's Zoning Ordinance within Town's Land Development Jurisdiction on May 1, 2019.) With the execution of this Amended and Restated Agreement, the Town delegates to the County the authority to continue to enforce these ordinances within the Town's Land Development Jurisdiction for the date ranges as specified above.

**b. July 1, 2019 Forward.** From and after July 1, 2019, the County shall enforce or assist the Town in the enforcement of only the County Enforced Town Ordinances as currently enacted, and as they may be amended from time to time. With the execution of this Amended and Restated Agreement, the Town delegates to the County the authority to enforce the County Enforced Town Ordinances within the Town's Land Development Jurisdiction from July 1, 2019 forward. From and after July 1, 2019, all Land

Development Ordinances not specifically listed above as County Enforced Town Ordinances will be enforced by the Town.<sup>1</sup>

Attached as Exhibit A are charts which show the allocation of responsibilities between the County and the Town with respect to the enforcement of the various County Enforced Town Ordinances and regulations and with respect to the related services.

In addition to the enforcement services described above, the County has agreed to provide certain administrative support services to the Town (described in more detail below) with regards to Land Development Ordinances which are being enforced by the Town, including acceptance of applications on behalf of the Town. (“Applications” as used herein includes permits, plans, drawings, reports, calculations, and other such development submittals.)

2. **Term of Agreement.** The term of this Amended and Restated Agreement shall be from the effective date of this Amended and Restated Agreement through and including June 30, 2020. This Amended and Restated Agreement shall be automatically renewed each fiscal year thereafter unless notice of non-renewal is given in writing at least 12 months prior to when termination is intended.

3. **Resources.** The County shall have the power to hire, fire and supervise all County employees necessary for the services provided by the County under this Amended and Restated Agreement. Such employees will remain employees of the County. The Town designates and appoints the Mecklenburg County Water Quality Program Manager (or his/her designee(s)) as a Storm Water Administrator for purposes of administering those subsections of the Section 8.17 of the Huntersville Zoning Ordinance regarding annual inspections of BMPs which have received final approval by the Town. A copy of all inspection reports shall be transmitted to the Town’s Storm Water Administrator on staff with the Town. The Town designates and appoints the Director of the Mecklenburg County Land Use and Environmental Agency, or his/her designee(s), as an Inspector to administer and enforce Chapter 150 of the

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<sup>1</sup> Nothing herein shall preclude the County from providing advisory or consulting services to the Town with respect to the Land Development Ordinances enforced by the Town in accordance with a Work Plan agreed upon by the Town and the County. See paragraph 5.

Huntersville Code of Ordinances, Minimum Housing Standards. The Town of Huntersville designates and appoints the Huntersville Planning Director, or his or her designee as the Floodplain Administrator and the County Floodplain Administrator or his or her designated agent as the Floodplain Administrator to administer and enforce Chapter 151 of the Huntersville Code, Floodplain Regulations of Huntersville, North Carolina. The Town of Huntersville requests, and Mecklenburg County consents, for the County building inspectors (Building, Electrical, Plumbing, mechanical, Fire and Minimum Housing) to exercise their authority for building inspections pursuant to the North Carolina State Building Code for all trades, and the County Enforced Ordinances within the Town's Land Development Jurisdiction.

4. **Permit Applications, Costs and Fees.** The parties hereto desire to create a one-stop-shopping environment with respect to the submission of applications for permits issued pursuant to the Land Development Ordinances within the Town of Huntersville.

a. **Permit Applications.** The County shall accept permit applications for all of the Town's Land Development Ordinances, regardless of whether they are enforced by the Town or by the County. The County will accept all applications into plan review, permitting and inspection system(s) for access and use by both the Town and the County in accordance with a work plan to be developed and agreed upon by both the Town and the County. (See paragraph 5 below.)

(1) **Ordinances Enforced by the County.** The County shall accept applications for the County Enforced Town Ordinances (i.e. Town ordinances enforced by the County) in such format, and in accordance with the procedures deemed appropriate by the County.

(2) **Ordinances Enforced by the Town.** The County shall accept applications for the Town's Land Development Ordinances enforced by the Town in such format, and in accordance with the procedures deemed appropriate by the Town.

b. **Costs and Fees.** Fees will be collected by the respective parties to this

Agreement in accordance with sub-subparagraphs (1) and (2) below. Notwithstanding sub-subparagraphs (1) and (2) below, the Town and the County may enter into Work Plan(s) pursuant to paragraph 5 below which provide for the County's collection of all or a portion of the fees charged by the Town for the Land Development Ordinances administered and enforced by the Town.

(1) **Fees Charged by the County.** The County will collect all fees charged by the County for the County Enforced Town Ordinances. The County shall pay the net local costs of the services provided by the County pursuant to this Amended and Restated Agreement. Net local costs is defined as expenditures minus any federal, State and/or third-party contributions applicable to the cost of these services. The County shall have the right to establish permit fee schedules for the ordinance administration and enforcement to be rendered by the County, and retain all revenues from such permit fees, provided that the associated revenues generated from the fees may not exceed the County's cost of providing those services as described in Exhibit A.

(2) **Fees Charged by the Town.** The Town will collect all fees charged by the Town for the administration and enforcement of all of the Town's Land Development Ordinances administered and enforced by the Town. The Town shall have the right to retain all revenues received from such fees charged and collected by the Town.

5. **Work Plan(s).** The County and Town may provide services to each other based on certain specific work plan(s) (hereinafter "Work Plans") agreed to, in writing, by the County and Town. This may be performed without requiring further approval by the Board of County Commissioners or the Town Board for individual projects or specific Work Plan(s) unless other policies, laws or regulations require approval by the governing bodies. Work Plans primarily associated with operating expenses will be developed prior to the governing bodies' adoption of

the annual budget. Work Plans may include operating expenses, capital investments and maintenance activities. As an example, it is anticipated that a Work Plan will be developed to address the use of technology and software, as well as, to carry out the terms of this Amended and Restated Agreement.

The party providing the service may be reimbursed by the entity receiving the service at a frequency and rate as mutually agreed to in writing by the parties for the approved Work Plan. Compensation will occur on an actual cost basis in accordance with the approved Work Plan and the approved budget. The Work Plan(s) may be and the budget(s) may be amended from time to time upon mutual consent of the County and Town. Reimbursement shall not exceed the budget, as amended unless otherwise agreed to by mutual consent. The hiring of personnel, consultants, contractors, and procurement of equipment shall be handled with the respective agency (County or Town) performing the work. The County's employees are not employed by, nor are they agents of the Town. The Town's employees are not employed by, nor are they agents of the County.

6. **Real Property.** Any real property acquired by the County for the services provided pursuant to this Amended and Restated Agreement shall be owned solely by the County and shall remain the property of the County after the termination of this Amended and Restated Agreement.

7. **Transition of Enforcement of Ordinances to the Town.** In order to provide for a smooth transition with respect to the assumption of the enforcement of certain Land Development Ordinances by the Town the parties agree as follows:

**a. Improvement Guarantees and Bonds.** The County has in its possession Land Development Bonds secured by surety bonds, letters of credit, cash and other types of security posted by developers in conjunction with development permits ("Development Securities") issued under ordinances which, pursuant to the Land Development Services Interlocal Cooperation Agreement as previously amended, have heretofore been enforced by the County, on behalf of the Town, in the Town's Land Development Jurisdiction and

which generally name Mecklenburg County Land Use and Environmental Services Agency (“LUESA”) and/or the County as the Obligee and/or Beneficiary. It is recognized and agreed by all parties hereto that the permits which were issued in reliance upon said Development Securities will hereafter be administered and enforced by the Town pursuant to the terms of the Town ordinances under which the permits were obtained (the “governing ordinance”). The Town will continue to recognize the Development Securities as sufficient to meet the governing ordinance requirements unless the permits are amended or modified, at which point the Development Securities may need to be modified to meet different ordinance requirements.

From and after July 1, 2019, the Town will accept and hold and be named the Obligee and/or Beneficiary for all new Development Securities for the Town’s Land Development Ordinances.

To the extent requested by the Town in writing and to the extent allowed by law, and subject to any contractual terms governing each individual Development Security, the County and/or LUESA will assign and transfer to the Town, effective July 1, 2019, all Development Securities currently in the name of the County and/or LUESA as the Obligee and/or Beneficiary, which were obtained or issued pursuant to ordinances which the County enforced under the Land Development Services Interlocal Agreement as previously amended. Any such assignment is subject to acceptance by the Town and must be pursuant to terms and a form reasonably acceptable to the Town. The Town and the County will proceed in good faith and with due diligence to secure the written acknowledgement or consent of the parties to the individual Development Securities for which consent is required to validate any such assignment. The County and/or LUESA will not assign to the Town those individual Development Securities for which such consent is required but which cannot be obtained by the Town or to the extent such assignment is not permitted by applicable law or contract. For avoidance of doubt, nothing herein shall be construed to be a sale, assignment or other transfer of County’s or LUESA’s



substantive legal and equitable claims, rights or defenses with respect to the Development Securities.

On July 1, 2019, any funds held by the County pursuant to Development Securities secured by cash will be transferred from the County to the Town to be held by the Town and used in accordance with the terms of the respective Development Security secured by cash.

The County and/or LUESA will continue to hold, as the Obligee and/or Beneficiary, the Development Securities issued pursuant to the Land Development Services Interlocal Cooperation Agreement, as previously amended, in the name of the County and/or LUESA as Obligee and/or Beneficiary, which are not assigned to the Town until such time as they come up for renewal or are otherwise modified (at which point they will be retitled or reissued in the name of the Town as Obligee and/or Beneficiary) or until they are released. However, the County and/or LUESA and the Town agree that the Town will take physical custody of said Development Securities which are held by the County and/or LUESA as Obligee and/or Beneficiary.

Effective July 1, 2019, the County and LUESA shall provide reasonable support of, and cooperation with the Town in all matters related to Development Securities. The Town shall be exclusively responsible for and shall exclusively control all matters, issues, claims and decisions regarding the Development Securities, including, but not limited to, (a) default, renewal, modification and release of the Development Securities, (b) incurring expenses or other liability in connection with the Development Securities or the completion of the work, contract or matters secured or covered by the Development Securities, (c) the pursuit of claims against the Development Securities, including, but not limited to, the retention, direction and termination of counsel and other service providers with regard to such matters, (d) how, when and under what terms claims against such Development Securities shall be resolved, and (e) the disposition of all proceeds of the Development Securities (collectively "Development Security Matters"). All decisions made by the Town

regarding default, renewal, modification or release of a Development Security shall be communicated to the County at least 10 days prior to any expiration date of a Development Security. County and LUESA shall act at the reasonable direction of the Town in respect to all matters related to the Development Securities, specifically including, but not limited to, the Development Security Matters.

County and/or LUESA shall reimburse and/or be liable to Town for any and all expenses incurred by the Town or for which the Town is, may be, or may become obligated or liable regarding the Development Security Matters associated with all Development Securities not transferred or assigned to the Town, but only to the extent of proceeds actually received by the County and/or LUESA from the Development Securities and/or any principal, developer, surety or financial institution named therein. Any and all expenses incurred by the Town regarding the Development Security Matters are effectively expenses incurred by the County and/or LUESA by virtue of the County and/or LUESA's agreement to reimburse and/or be liable to the Town for such expenses as set for herein and only to the extent of proceeds actually received by the County and/or LUESA. County's obligations pursuant to this paragraph shall not be deemed to limit, supersede, or modify the County's general covenant of Indemnification pursuant to paragraph 8 of this Amended and Restated Agreement.

The Town will assume all responsibility for all field inspections required with respect to all Development Securities which name the County and/or LUESA as Obligees and/or Beneficiaries, regardless of whether they are annual inspections or inspections required for default, renewal, modification or release of a Development Security.

**b. Sedimentation and Erosion Control.** The Town is pursuing the adoption of (or has adopted) a sedimentation and erosion control ordinance to be applicable within the Town's Land Development Jurisdiction. The Town will also pursue with all due haste the certification of its local sedimentation and erosion control program by the North Carolina Department of Environment and Natural Resources, Division of Environmental

Quality (“NCDENR, DEQ”). Provided the Town is pursuing such certification with due diligence, in the event the Town is unable to achieve certification of its local program by July 1, 2019, and notwithstanding the other paragraphs of this Amended and Restated Agreement, the County and the Town agree that the County’s Sedimentation and Erosion Control Ordinance will continue to be effective and enforced within the Town’s Land Development Jurisdiction from July 1, 2019 until such time as the Town’s local program is certified by the NCDENR, DEQ and the Town ordinance becomes effective. The time period from (and including) July 1, 2019 until the Town’s ordinance becomes effective is hereinafter referred to as the “Temporary Extension.” During the Temporary Extension, the Town will assist the County in the administration and enforcement of the County’s Sedimentation and Erosion Control within the Town’s Land Development Jurisdiction.

The Town will be solely responsible on an occurrence basis for any and all claims and actions arising from the Town’s enforcement of the County’s Sedimentation and Erosion Control Ordinance within the Town’s Land Development Jurisdiction during the Temporary Extension, and agrees to indemnify and hold the County harmless from and against any loss or damage resulting from such enforcement by the Town during the Temporary Extension.

**c. Acceptance of New Permit Applications by the County.** New applications, submitted to the County for any of the Town’s Land Development Ordinances prior to assumption of the administration and enforcement by the Town of such ordinances within the Town’s Land Development Jurisdiction, shall be transferred to the Town on the effective date of the Town’s assumption of such administration and enforcement.

Based on a methodology mutually approved by the Town and County Managers, the County and Town will “settle up” revenues and expenses for FY19.

8. **Indemnification.** The County will be solely responsible on an occurrence basis for any and all claims and actions arising from the County’s enforcement of the North Carolina State Building Code, County ordinances being enforced for the Town, and other County services

provided pursuant to this Amended and Restated Agreement and provided pursuant to any other Interlocal Agreement within the three (3) years prior to the date of this Amended and Restated Agreement, and agrees to indemnify and hold the Town harmless from and against any loss or damage resulting from such County services. The Town will be solely responsible on an occurrence basis for any and all claims arising from the Town's enforcement of the Town's ordinances including those provided pursuant to any other Interlocal Agreement within the three (3) years prior to the date of this Amended and Restated Agreement, and agrees to indemnify and hold the County harmless from and against any loss or damage resulting from such Town enforcement.

9. **Amendment of Agreement.** This Amended and Restated Agreement may be amended at any time by the parties. All amendments must be in writing and approved by the Town Board of Commissioners and the Board of County Commissioners before they shall become effective. Provided, however, the Board of County Commissioners authorizes the County Manager, on behalf of the County, and the Town Board of Commissioners authorizes the Town Manager, on behalf of the Town, to agree to revisions to the Exhibit A charts which show the allocation of responsibilities between the County and the Town with respect to the enforcement of the various ordinances and regulations and with respect to the related services, and to agree upon Work Plans as provided in Paragraph 5 above.

Executed to be effective as of the day and year first above stated by authority duly granted by the Huntersville Town Board of Commissioners and the Mecklenburg County Board of Commissioners.

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**TOWN OF HUNTERSVILLE**

**MECKLENBURG COUNTY**

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Town Manager

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County Manager

(SEAL)

(SEAL)

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Town Clerk

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Clerk to the Board

Approved as to form:

Approved as to form:

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Town Attorney

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County Attorney

This instrument has been preaudited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

This instrument has been preaudited  
in the manner required by the Local  
Government Budget and Fiscal Control  
Act.

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Director of Finance  
Town of Huntersville

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Director of Finance  
Mecklenburg County

**EXHIBIT A**  
**TOWN OF HUNTERSVILLE - MECKLENBURG COUNTY**  
**LAND DEVELOPMENT AND CONSTRUCTION REGULATION SERVICES CHART**

<b>SERVICE(S)....</b>	<b>RESPONSIBILITY</b>	<b>COMMENTS</b>
<b>BUILDING (NCSBC)</b> - Permits (all trades)	COUNTY	All Projects
- Plan review (all trades)	COUNTY	All Projects
- Final Inspection (all trades)	COUNTY	All Projects <sup>1</sup>
<b>LAND DEVELOPMENT</b> Subdivision review process and commercial sites and Sedimentation & Erosion Control; -Permits; -Plan Review; -Holds management (Permit & Occupancy) -Inspections for: erosion control, grading, stormwater, site civil, driveway access, tree protection – infrastructure except water & sewer) -Enforcement	TOWN	All Projects
<b>ZONING</b> -Permits -Holds management (Permit & Occupancy) -Bond management for infrastructure installation and maintenance; and	TOWN	All projects
- Inspections (new development)	TOWN	All Projects
-Complaints (new and existing development)	TOWN	All projects Water Quality related issues are handled by County. <sup>2</sup>

- Post Approval annual BMP Inspections	COUNTY	All Projects <sup>2</sup>
-Board of Adjustment	TOWN	Town Staff administer Zoning Board of Adjustment (ZBA)
<b>TRANSPORTATION PLANNING</b>	TOWN	All projects
<b>MINIMUM HOUSING CODE NONRESIDENTIAL BUILDING CODE</b>	COUNTY	County to enforce Town Ordinance <sup>3</sup> .
<b>FLOODPLAIN REGULATIONS</b>	COUNTY	All Projects <sup>2 and 3</sup>

1. The Town will be notified when Temporary Certificate of Occupancies are issued
2. A separate Interlocal Agreement and Workplans exists for other Storm Water Services.
3. Variances and appeals to be heard by Town ZBA