

**RESOLUTION NO. 10-08-22**

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN  
BUNCOMBE COUNTY AND THE TOWN OF WOODFIN**

WHEREAS, pursuant to N.C. General Statute 153A-445 and 160A-461, the County and Town may enter into an agreement to execute any undertaking performed by local governments, Buncombe County and Woodfin have decided to enter into an interlocal agreement for the County to administer and enforce the Town's Flood Damage Prevention Ordinance within the Town's zoning jurisdiction; and

WHEREAS, the proposed Interlocal Agreement for Flood Damage Prevention Between Buncombe County and the Town of Woodfin is attached hereto; and

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to enter into such Interlocal Agreement.

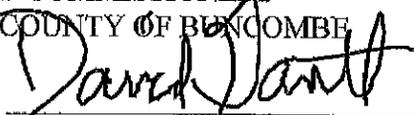
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That the Chairman be and he is hereby authorized to execute the attached Interlocal Agreement.
2. That this Resolution shall be effective upon its adoption.

This the 17th day of August, 2010.

ATTEST:

  
Kathy Hughes, Clerk to the Board

BOARD OF COMMISSIONERS  
FOR THE COUNTY OF BUNCOMBE  
By:   
David Gantt, Chairman

APPROVED AS TO FORM:

  
Michael C. Frue, County Attorney

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF BUNCOMBE

FLOOD DAMAGE PREVENTION  
BETWEEN BUNCOMBE COUNTY AND THE TOWN OF WOODFIN

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of August, 2010, by and between the Town of Woodfin, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter sometimes called "Town"), and the County of Buncombe, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina; (hereinafter sometimes called "County"):

WHEREAS, pursuant to N.C.G.S. § 153A-445 and § 160A-461, the County and Town may enter into an agreement to execute any undertaking performed by local governments; and

WHEREAS, pursuant to N.C.G.S. § 153A-445 and N.C.G.S. § 160A-461, the Town and County have decided to enter into an interlocal agreement for the County to administer and enforce the Town's Flood Damage Prevention Ordinance within the Town's zoning jurisdiction; and

WHEREAS by County Resolution No. 10-08-22 adopted on August 17, 2010 the Buncombe County Board of Commissioners approved and authorized the execution of this Agreement, and by motion made, seconded and unanimously adopted at the Town's August 17, 2010 regular meeting the Woodfin Town Council authorized and approved the execution of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the Town and County agree as follows:

1. The Town hereby contracts with the County for use of the County's Planning and Development Department to administer and enforce the Town's Flood Damage Prevention Ordinance ("Town's Ordinance") within the Town's zoning jurisdiction.
2. The County shall provide all necessary said services at no cost to the Town.
3. To the extent permitted by law and without waiving any governmental immunity available to the Town, the Town agrees to indemnify, defend and hold the County, its Floodplain Administrator and other employees, harmless from and against any and all claims for liability, loss or injury, damages and expenses to persons or

property, including costs and attorney fees, resulting from any claim or action brought against the County, its Floodplain Administrator and other employees, resulting from the County's administration of the Town's Ordinance on behalf of the Town, save and excepting there from any negligence of or by the County's Floodplain Administrator or other employees.

4. All fees and charges assessed by the Town associated with the administration and enforcement of the Town's Ordinance within the Town's zoning jurisdiction shall be collected by and be the sole property of the County. The Town agrees to take any and all steps to insure that the County shall be able to collect any and all fees, charges and/or civil penalties associated with the administration and enforcement of the Town's Ordinance within the Town's zoning jurisdiction. The Town agrees to adopt the same permitting fees and charges assessed by the County within the County for floodplain administration on an annual basis.

5. The Town agrees to adopt the necessary policies and/or practices to insure that no building permits, certificates of occupancy and like developmental permits will be issued for any property and/or development until the flood zone is determined and the standards of the Town's Ordinance are met. In addition, no subdivision plat shall be approved until the flood zone limits are shown on the plat and the FEMA map panel number is provided on the plat. Furthermore, the Town agrees not to issue a storm water permit for work that is to occur in the 100 year floodplain unless the flood information is provided to and said work is approved by the County.

6. The Town agrees that it will give the County six (6) months written notice addressed to the County Manager of its intent to cancel this Agreement and/or revoke the applicability of the Town's Ordinance in the Town's Jurisdiction. This Agreement may also be terminated upon mutual agreement of both parties.

7. This Agreement may only be modified in writing and executed by both parties.

8. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.

9. The effective date of this Agreement is August 17, 2010.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

Cheryl Mears  
Cheryl Mears, Town Clerk

TOWN OF WOODFIN

M. Jerry DeHaan  
M. Jerry DeHaan, Mayor

ATTEST:

Kathy Hughes  
Kathy Hughes, Clerk to the Board of County Commissioners

BUNCOMBE COUNTY

David Gantt  
David Gantt, Chairman  
Board of County Commissioners

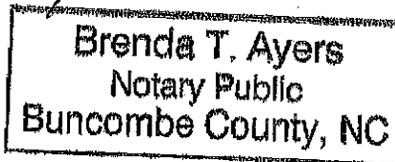
STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, Brenda T. Ayers Notary Public of the County and State aforesaid certify that Cheryl Mears personally came before me this day and acknowledged that she is the duly appointed Clerk of the Town of Woodfin, and that by authority duly given and as the act of the Town the foregoing instrument was signed in its name by its said Mayor, sealed with its corporate seal and voluntary attested by herself as its Clerk.

Witness my hand and notarial seal this 25 day of August, 2010.

Brenda T. Ayers  
Notary Public

My Commission Expires: 3/27/2011



STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, T. Mila White Notary Public of the County and State aforesaid certify that Kathy Hughes personally came before me this day and acknowledged that she is the duly appointed Clerk of the Board of Commissioners of the County of Buncombe, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chairman, sealed with its corporate seal and voluntary attested by herself as its Clerk.

Witness my hand and notarial seal this 20 day of August, 2010.

T. Mila White  
Notary Public

My Commission Expires: 3/19/14

