



REQUEST FOR BOARD ACTION

ITEM NO. 8.

DATE OF REQUEST: March 7, 2011

REQUESTED BY: Kyle Breuer, Director, Department of Planning and Community Development

SHORT TITLE: Resolution Authorizing Pender County Department of Planning and Community Development to Perform Inspections Services within the Town of Topsail Beach.

BACKGROUND: The Board of Commissioners has previously approved the Pender County Department of Planning and Community Development to perform inspections within the Town of Topsail Beach on an as needed basis. The Town is requesting this service be provided on a more full-time basis currently. The County can assist in the current economic environment; however, once development picks up in the unincorporated areas, the County may not be able to sustain the inspections for the Town. The Town of Topsail Beach will continue to issue zoning approvals and building permits and County staff will perform necessary inspections services. The Town of Topsail Beach will compensate Pender County for mileage and services provided. A service agreement between the Town of Topsail Beach and Pender County will be executed by their respective Managers.

SPECIFIC ACTION REQUESTED: To adopt a resolution authorizing the Department of Planning and Community Development to perform building inspections within the Town of Topsail Beach.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

RB
Initial

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Pender County Board of Commissioners that:

the Department of Planning and Community Development is authorized to perform inspections on behalf of the Town of Topsail Beach within the Town of Topsail Beach municipal limits. The County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown: _____ Tate: _____ Rivenbark: _____ Ward: _____ Williams: _____

George R. Brown, Chairman 3-7-2011
Date

ATTEST 3-7-2011
Delivered DATE

NORTH CAROLINA

PENDER COUNTY

AGREEMENT

This agreement made this _____ day of _____, 2011, by and between the County of Pender (COUNTY), a political subdivision of the State of North Carolina, and The Town of Topsail Beach (TOWN), a municipal corporation;

WITNESSETH

WHEREAS, TOWN has requested COUNTY to provide building inspections services for the areas within the corporate limits of the Town of Topsail Beach; and

WHEREAS, COUNTY has agreed to provide building inspections services to TOWN;

NOW, THEREFORE, for and in consideration of the recitals and mutual benefits, covenants and terms herein contained, COUNTY AND TOWN do hereby agree as follows:

- a. COUNTY will provide building inspections services to TOWN upon request of the Town Manager.
- b. TOWN will be responsible for assuring building project compliance with all federal, state, zoning and other local codes.
- c. TOWN is responsible for providing Town building permit applications to contractors, for receiving building permit applications and all fees associated with those applications, and for receiving, reviewing and approving all plans and documents related to building permit applications for compliance with the North Carolina State Building Code. TOWN will make all applications and plans available to COUNTY inspectors in the provision of the building inspections services. TOWN is responsible for providing all building inspections forms, including but not limited to Certificates of Occupancy, for COUNTY inspectors to use in the building inspection process.
- d. TOWN agrees to compensate COUNTY on a monthly basis for building inspections services as follows:
 - i. At an hourly rate equivalent to the Senior Building Inspector position salary and benefits compensation in effect at the time the services are provided.

- ii. Reimbursement of vehicle mileage in the performance of inspections, based on the current IRS mileage reimbursement rate.
- e. TOWN indemnifies and holds COUNTY harmless from and against any and all liens, claims, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of COUNTY'S presence, activities, or performance of the services described herein
- f. Nothing in this agreement is for the benefit of any other party and the execution of this agreement is not intended to waive governmental or sovereign immunity by either party.
- g. This agreement may be terminated by either party upon written notice to the other party.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, by authority duly given, on the day and year first above written.

PENDER COUNTY

BY: _____

County Manager

ATTEST:

TOWN OF TOPSAIL BEACH

BY: _____

Town Manager

ATTEST:
