

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**ADDENDUM TO COLLECTION AGREEMENT**

This Addendum to Collections Agreement made and entered into effective as of the \_\_\_\_ day of July, 2021 by and between County of Buncombe, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the Town of Black Mountain, a North Carolina Municipal Corporation (hereinafter sometimes referred to as "Town");

**Witnesseth:**

**Whereas**, effective July 1, 2019 the County and Town entered into an Agreement for County to bill and collect real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and any lien for special assessments made and confirmed by the Town;

**Whereas**, this Agreement requires County to deposit tax collections to which the Town is entitled into the Town's North Carolina Capital Management Trust Account (herein "NCCMT") by weekly electronic transfer on Mondays for the preceding week's receipts;

**Whereas**, the Town desires to modify this provision and the County desires to accommodate this requests;  
and

**Whereas**, County and Town desire to enter into this Addendum to Collection Agreement.

**Now Therefore**, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

That paragraph 8 of the Agreement is deleted and replaced with the following:

That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into an account identified by the Town Finance Director by monthly electronic transfer for the preceding month's receipts. The Town Finance Director may request to change the account to which such monthly deposits are made by the County by giving thirty (30) days advance notice. The County will make reasonable efforts to accommodate such a request.

That each and every other of the terms and conditions of the Agreement remain in full force and effect except as modified herein.

***[Signature Pages Follow]***

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN  
BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

BUNCOMBE COUNTY

By: \_\_\_\_\_  
Brownie Newman, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Lamar Joyner, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, \_\_\_\_\_, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN  
BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN**

TOWN OF BLACK MOUNTAIN

BY: \_\_\_\_\_  
Larry Harris, Mayor

ATTEST:

\_\_\_\_\_

City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_, Town Clerk, personally came before me this day and duly acknowledged that she is the duly appointed City Clerk of the Town of Black Mountain, and that Larry Harris is the Mayor of the Town of Black Mountain, and that by authority duly given and as the act of the Town of Black Mountain, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the Town of Black Mountain, all by authority duly given by its governing body

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

\_\_\_\_\_  
Name:  
Finance Officer