

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

ADDENDUM TO COLLECTION AGREEMENT

This Addendum to Collections Agreement made and entered into effective as of the 1st day of July, 2022 by and between County of Buncombe, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the City of Asheville, a North Carolina Municipal Corporation (hereinafter sometimes referred to as "City");

Witnesseth:

Whereas, effective January 8, 2019 the County and City entered into an Agreement for County to bill and collect real estate, business personal, personal property taxes, including the City's fee charged for motor vehicles licensed within the City, any taxes related to motor vehicles, and any lien for special assessments made and confirmed by the City;

Whereas, this Agreement requires County to deposit tax collections to which the City 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 County desires to modify this provision and the City desires to accommodate this requests; and

Whereas, County and City 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 City as follows:

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

That the portion of tax collections to which the City is entitled shall be paid to the City by electronic transfer into an account identified by the City Finance Director by weekly electronic transfer for the preceding week's receipts. The City Finance Director may request to change the account to which such weekly 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 CITY OF ASHEVILLE**

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: _____
Avril Pinder, Buncombe County Manager

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 Avril Pender is the Buncombe County Manager, 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 County Manager, 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 _____, 2022.

Notary Public
Printed Name: _____
My Commission Expires: _____

**SIGNATURE PAGE 2 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND THE CITY OF ASHEVILLE**

CITY OF ASHEVILLE

BY: _____
Debra Campbell, City Manager

ATTEST:

Magdalen Burlison, 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 Magdalen Burlison, City Clerk, personally came before me this day and duly acknowledged that she is the duly appointed City Clerk of the City of Asheville, and that Debra Campbell, City Manager of the City of Asheville, and that by authority duly given and as the act of the City of Asheville, the foregoing instrument was signed in its name by said City Manager, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the City of Asheville, all by authority duly given by its governing body

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public
Printed Name: _____
My Commission Expires: _____

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

Name:
Finance Officer