

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

EXTENSION AND MODIFICATION OF TAX COLLECTIONS AGREEMENT

This Extension of Tax Collections Agreement made and entered into effective as of July 1, 2023 by and between County of Buncombe, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to herein as "Town") collectively herein sometimes referred to as the "Parties."

Witnesseth:

Whereas, on or about July 1, 2020 the Parties entered into a tax collections agreement "(Agreement)" pursuant to General Statutes 153A-445 and Article 20 of Chapter 160A of the North Carolina General Statutes in order to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings;

Whereas, the Agreement provides that the County will bill and collect both the County and Town taxes upon the terms and conditions set forth therein for a Three (3) year period beginning July 1, 2020 and ending June 30, 2023; and

Whereas, as provided in the Agreement, the Parties desire to extend the Agreement for an additional term consistent with the terms of the County's collections agreements with other municipalities.

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:

A. That paragraph 2 of the Agreement is modified to read as follows:

Unless sooner terminated as herein provided, the parties hereto may extend this Agreement for an initial extended term of two (2) years beginning July 1, 2023 and ending June 30, 2025 and then the parties may extend this Agreement for successive terms of three (3) years each provided such extensions are agreed to between the parties in writing.

B. That for avoidance of doubt the parties understand and agree that as agree to by Addendum to Collection Agreement in about April 2021, paragraph 8 now reads:

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 month deposits are made by the County by giving thirty (30) days advance notice. The County will make reasonable efforts to accommodate such a request.

- C. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.
- D. That each and every other of the terms and conditions of the said original Agreement remain in full force and effect except as modified herein.
- E. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties have executed this Extension of Tax Collections Agreement as of the day and year set forth below.

BUNCOMBE COUNTY

By: _____
Avril M. Pinder, County Manager


ATTEST:

Lamar Joyner, Clerk to the Board

TOWN OF WEAVERVILLE

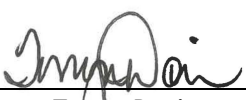
By: 
Patrick Fitzsimmons, Mayor

ATTEST:



James Eller, Town Clerk

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



Name: Tonya Dozier
Finance Officer, Town of Weaverville