AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SANFORD AND COUNTY OF CHATHAM

THIS INTERLOCAL AGREEMENT AMENDMENT, made and entered into this _____day of_____2024, by and between the City of Sanford, a North Carolina Municipal Corporation, (hereinafter referred to as "Sanford") and the County of Chatham, one of the one hundred counties of the State of North Carolina and body both politic and corporate, (hereinafter referred to as "Chatham").

WHEREAS, Sanford and Chatham have previously entered into agreements regarding the provision of wastewater collection and treatment services by Sanford for the Moncure area and other portions of Chatham County; and

WHEREAS, Sanford and the Town of Siler City (the "Town") contemplate a merger agreement whereby Sanford would acquire the Town's water and wastewater utility systems (the "Town's Utility Systems"); and

WHEREAS, the merger between Sanford and the Town would further support economic development happening in the region; and

WHEREAS, it is mutually beneficial for Sanford to extend utilities into Chatham County to facilitate development in the Siler City area and other portions of Chatham County; and

WHEREAS, the parties agree that development of the area in and around the Town and other portions of Chatham County will provide significant and positive economic impacts for the region; and

WHEREAS, the parties agree that cooperation between the parties to facilitate development is in the best interests of the citizens of each party; and

WHEREAS, the parties are authorized by NCGS §160A-461 to enter into interlocal agreements to cooperate in performing governmental activities; and

WHEREAS, N.C.G.S. § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit, and the resolution spread upon the minutes of the governing board.

NOW, THEREFORE, in consideration of the premises, the mutual promises herein contained, and the sum often dollars, in hand paid, the receipt of which is hereby acknowledged, the parties hereto have mutually agreed as follows:

1. Background. The parties have previously entered into Interlocal Agreements regarding the provision of infrastructure to the Moncure area to aid in attracting industrial development to Chatham (dated October 20, 2016, July 1, 2017, November 6, 2018, and

February 16, 2021). These agreements set forth the intent of the parties to cooperate in the installation and operation of wastewater collection infrastructure to serve the area, authorization for Sanford to use eminent domain for the acquisition of adequate interest in land necessary for the installation, operation and maintenance of wastewater infrastructure to serve the area, provision of payment by Chatham for a portion of the project costs, provision for tax revenue sharing for development in the area, and cooperation between the parties to facilitate development.

2. Extension of Term of Tax Revenue Sharing. By amendment dated November 6, 2018, Chatham agreed to share Tax Revenue with Sanford for Fifty (50) years. By this amendment, Tax Revenue sharing identified in the November 6, 2018 Agreement will extend for fifty (50) years from the date of this Agreement, subject to all other terms and conditions for tax revenue sharing contained in the Agreement dated November 6, 2018.

3. Extension of Tax Revenue Sharing Area. By amendment dated July 1, 2017, the parties agreed to a Revenue Sharing Agreement. By this Agreement, Chatham agrees to additionally remit to Sanford on an annual basis, no later than April 30 of each year, an amount equal to twenty percent (20%) of the net ad valorem tax revenue received by Chatham from any and all commercial and industrial properties served by the water and wastewater collection and treatment infrastructure within the area identified by the map on Exhibit A (the "Extension of Tax Revenue Sharing"). This Extension of Tax Revenue Sharing shall also extend for fifty (50) years from the date of this Agreement.

4. Existing Agreements. Except as modified herein, Existing Agreements between the parties that are not altered by this agreement remain in full force and effect.

5. Assignment. This Interlocal Agreement shall not be assigned or transferred, in whole or in part, without the prior written consent of both parties, which consent may be withheld in a party's sole discretion.

6. Notice. Any notice given pursuant to the Agreement shall be deemed given, if (a) delivered by hand or (b) emailed to the addressee and then deposited in the United States Mail, postage prepaid, certified mail, return receipt requested and addressed as follows:

City of Sanford
P.O. Box 3729
Sanford, NC 27331-3729
Attn: Hal Hegwer, City Manager
Telephone: (919)777-1110
Email: hal.hegwer@sanfordnc.net

Chatham County
P.O. Box 1809
Pittsboro, NC
27312

Attn: Dan J. LaMontagne, County
Manager Telephone: 919-545-8531
Email: Dan.LaMontagne@chathamcountync.gov

7. Amendment. This agreement may be changed by a written document signed by both parties.

8. Choice of Law. This agreement shall be governed by, and construed, and enforced inaccordance with the laws of the State of North Carolina.

9. Severability. The invalidity or enforceability of any term or provision of the Interlocal Agreement shall not affect the validity or enforceability of any other provisions of this Interlocal Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sanford and the County of Chatham have caused this instrument to be duly executed, attested by its respective clerk, and its seal affixed, all by authority of its respective governing bodies, first duly given, the day and year first above written.

COUNTY OF CHATHAM

By: _____
Name: Mike Dasher,
Chairman, Board of Commissioners
Date: _____

ATTEST:

_____
Jenifer Johnson, Clerk to the Board

CITY OF SANFORD

By: _____
Rebecca Wyhof Salmon, Mayor
Date: _____

ATTEST:

_____
Bonnie Davis, City Clerk