

DRAFT

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR LITTLE RIVER RESERVOIR WATER SUPPLY WATERSHED PROTECTION

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR LITTLE RIVER RESERVOIR WATER SUPPLY WATERSHED PROTECTION (hereinafter Interlocal Agreement) is entered into as of this ____ day of _____, 2016, is among the City of Raleigh (the “City”) and Towns of, Wake Forest, Wendell, and Zebulon (the “Towns”) all of the above being municipal corporations and public bodies politic of the State of North Carolina; and Wake County (the “County”), a body politic and corporate of the State of North Carolina.

RECITALS:

WHEREAS, the City, the County, and the Towns have entered into an Interlocal Agreement for Little River Reservoir Water Supply Watershed Protection (ILA) dated November 25th, 2008 to establish an urban growth boundary for the purpose of protecting surface water supplies by controlling development density and for controlling urban style development in environmentally sensitive areas in order to protect the health, safety, and general welfare of the public; and

WHEREAS the City, the County, and the Towns have mutually agreed to amend the Interlocal Agreement; and

WHEREAS the Interlocal Agreement was entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A;

NOW THEREFORE, in consideration of the mutual goals and promises contained herein and the mutual benefits to result there from, that parties agree to amend the Interlocal Agreement as follows:

I.

On page two of the Interlocal Agreement the paragraph denoted with the numeral “2” and entitled “ZONING WITHIN THE LITTLE RIVER WATER SUPPLY WATERSHED” shall be replaced in its entirety as follows:

- “2. ZONING AND DEVELOPMENT WITHIN THE LITTLE RIVER WATER SUPPLY WATERSHED: The parties agree to limit development in the water supply watershed area to permitted residential development, with only the exceptions listed below. The parties further agree that any new impervious surface added to the water supply watershed area by development approved as on the listed exceptions will comply with all development ordinance provisions or regulations of the approving jurisdiction. The parties further agree that as of the effective date of this First Amendment to the Agreement, there shall be no new Activity Centers of any type, as designated in the Wake County Land Use Plan, created within the Little River Water Supply Watershed,

and that any and all Activity Centers already existing within the Little River Water Supply Watershed shall not be allowed to expand.

(a) Non-residential development is allowed in a Non-Urban Activity Center as designated in the Wake County Land Use Plan;

(b) The following uses are allowed outside of a Non-Urban Activity Center so long as the use meets all of the applicable development ordinance provisions or regulations of the approving jurisdiction: publicly owned parks, including park amenities; fire stations; Wake County emergency management services stations; municipal police substations or satellite offices; Wake County Sheriff's Office substations or satellite offices; telecommunication towers; and solar farms. All other uses, except residential, are prohibited outside of a Non-Urban Activity Center;

(c) Public/Civic uses, as defined by the Wake County Unified Development Ordinance, that are located outside of a Non-Urban Activity Center and were lawfully established prior to the effective date of this Agreement on November 25, 2008 are allowed to expand their principal use so long as the resulting expanded non-residential use meets all of the development ordinance provisions or regulations of the approving jurisdiction.

The procedure for approving any of the foregoing non-residential uses in the water supply watershed area, and the procedure for approving the expansion of any non-residential use outside of a Non-Urban Activity Center which use was lawfully established prior to the effective date of this Agreement on November 25, 2008, shall follow the procedure set forth by the approving jurisdiction's applicable development ordinance provisions or regulations. The Parties to this Agreement further agree that each Party will apply procedures and standards to protect the surface water supply that are at least as protective as the procedures and standards required in other provisions of this Agreement to applications for uses made available under this Paragraph."

II.

The parties to this agreement also recognize the commitment to study and evaluate the ability for municipal expansion into the non-critical area of the Little River Water Supply Watershed. Allowing such expansion will increase the tax base for Wake County and the towns in eastern Wake. However, careful consideration must be given to the impact on the ability to permit and construct the reservoir as a future drinking water supply. The parties agree to work in partnership to study and evaluate strategies that may allow for municipal expansion into the non-critical area of the Little River Water Supply Watershed.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

COUNTY OF WAKE

Attest: _____

Clerk

SEAL

By: _____

James West, Chairman

CITY OF RALEIGH

Attest: _____

Clerk

SEAL

By: _____

Nancy McFarlane, Mayor

TOWN OF WAKE FOREST

Attest: _____

Clerk

SEAL

By: _____

Vivian Jones, Mayor

TOWN OF WENDELL

Attest: _____

Clerk

SEAL

By: _____

Virginia Gray, Mayor

TOWN OF ZEBULON

Attest: _____

Clerk

By: _____

Robert Matheny, Mayor

SEAL