

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE**

**INTERLOCAL AGREEMENT FOR
CONSTRUCTION OF THE
MALLARD CREEK STREAM PROJECT**

This Interlocal Agreement for Construction of the Mallard Creek Stream Project is entered into and agreed upon as of _____, 2026 (the “Effective Date”), by and between the **CITY OF CHARLOTTE** (the “City”), a municipal corporation organized under the laws of the State of North Carolina and the **COUNTY OF MECKLENBURG** (the “County”), a political subdivision of the State of North Carolina (collectively the “Parties”).

WITNESSETH:

WHEREAS, the Parties jointly operate the Charlotte-Mecklenburg Storm Water Services utility pursuant to an interlocal agreement entered into between the Parties in 1993, which identifies their respective rights and responsibilities for operation and management of storm water throughout Mecklenburg County;

WHEREAS, the City and the County own properties or hold easements along Mallard Creek, located between East Mallard Creek Church Road and I-485 near North Tryon Street in Charlotte, North Carolina as shown in Exhibit “A” (hereinafter the “Property”).

WHEREAS, the County intends to restore portions of Mallard Creek and make certain improvements to the water resources on said Property along Mallard Creek, which may include the restoration of streams, Best Management Practices (“BMPs”) and provisions for subsequent maintenance and monitoring of the improvements (hereinafter the “County Project”);

WHEREAS, the City intends to build gravity sewer improvements along Mallard Creek and provide provisions for subsequent maintenance and monitoring of the sewer improvements (hereinafter the “City Project”);

WHEREAS, the County Project and the City Project are in the same vicinity and overlap in certain portions;

WHEREAS, it is in the Parties’ mutual best interest to make County Project and City Project improvements concurrently by developing design plans and completing construction for both (hereinafter the “Combined Project”);

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina, G.S. 160A-460 et seq; and

WHEREAS, the Parties desire to enter into a funding and development agreement that sets out their respective rights and responsibilities with respect to the Combined Project;

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this agreement, the County and the City agree as follows:

1. Combined Project Description. The Combined Project includes a combination of the following: gravity sewer, stream restoration; stream enhancement; stream stabilization; habitat structure placement; buffer enhancements; and, implementation of structural BMPs.

2. Exhibit List

The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A: Map of the Property & Project Schedule.

3. Consultant Selection. The County, after complying with all applicable statutory procedures, has selected a consulting engineering firm, Kimley Horn & Associates, Inc (the “County Engineer”), which has expertise in the field of engineering, design and construction contract services with projects similar in size and scope to the Combined Project, to provide engineering services with respect to the County Project. The City, after complying with all applicable statutory procedures, has selected Stantec Consulting Service, Inc, (the “City Engineer”), which has expertise in the field of engineering design and construction contract services with projects similar in size and scope to the Combined Project, to provide engineering services with respect to the City Project.

4. Planning and Design. The County shall be responsible, through the County Engineer, for the design of the County Project. The County or County Engineer shall provide the City with all design and construction documents associated with the County Project. The City shall be responsible, through the City Engineer, for the design of the City Project.

5. Permits. The County, through the County Engineer, and the City, through the City Engineer, shall obtain all Federal, State, and local permits necessary to construct their specific portions of the Combined Project.

6. Construction Contract. The City, after complying with all applicable statutory procedures, selected RH Price, Inc. (the “Contractor”), which has expertise with projects similar in size and scope to the Combined Project, to construct the Combined Project area. Before approving any contract amendments, the City must notify the County of all changes, including cost, to the County Project. County staff will be included in invitations to periodic and/or monthly construction meetings and punch list, as-built and/or final walkthroughs for the purpose of construction QC/QA of the Combined Project.

7. Maintenance.

- A. The County will be responsible for the County Project including, but not limited to, maintenance of the Stream, maintenance of stream vegetation, erosion control, maintenance of stream structures, trash removal, removal of algae, removal of dead fish, mosquito control, reporting blockages, and reporting nuisance animal activities (e.g. burrowing animals).
- B. The City will be responsible for the City Project including, but not limited to, maintenance of the gravity sewer and associated rights-of-way; inspection of sewer, and non-routine maintenance.

8. Payment Responsibilities of the County.

- A. The County Project will cost \$6,259,481. The County shall provide full funding to the City for construction of the County Project, including any change orders.
- B. A copy of the monthly Combined Project invoices will be provided to the County along with the actual cost documentation supporting the invoice. The County shall provide written approval of the City’s costs included in every monthly payment application.
- C. Any County funding not utilized on the Combined Project shall be promptly returned to the County.
- D. The County will maintain separate contingency funds from the City. No County contingency funding will be used by the City without the prior written authorization of County.
- E. In the event that unexpected items arise, in which costs should be allocated between the City and County, both parties agree to work amicably to arrive upon a reasonable allocation. Any utilization of the City’s or County contingency fund for shared items will follow the reasonable allocation agreed upon by both parties.
- F. All miscellaneous post-construction costs associated with the County Project will be paid by the County.

9. Funding Administration. The City shall be responsible for contract administration for the construction contract and the funding agreement with the County. The City, with assistance from the City Engineer and County Engineer, will be responsible for separating all costs associated with the Combined Project.

10. Notices. All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered, or mailed in a sealed wrapper and deposited in the United States Mail, registered, or certified, return receipt requested, postage prepaid, properly addressed as follows:

If to the County: Mecklenburg County
Storm Water Services
2145 Suttle Ave
Charlotte NC, 28208
Attention: Tou Vang

If to the City: City of Charlotte
Charlotte Water
5100 Brookshire Blvd.
Charlotte, NC 28216
Attention: Will Rice, P.E.

Either party may change its notice address by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.

11. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

12. Dispute Resolution. The Parties agree that any disputes between the parties should first be attempted to be resolve between the City Manager and County Manager or their designees. Any disputes which cannot be resolved by the City Manager and County Manager or their designees will be referred to mediation and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

13. Term of Agreement. The term of this agreement shall commence on the Effective Date and shall expire at the conclusion of the one-year construction warranty period unless sooner terminated or extended in accordance with the provisions of this agreement.

14. Schedule: City and County staff have reviewed and agreed upon the proposed Project Schedule (Exhibit A). All due diligence will be undertaken by both parties to ensure adherence to the Schedule. The City and County further agree that the proposed Project Schedule may be amended or revised by staff for the City or County without further approval by the Charlotte City Council or the Mecklenburg County Board of Commissioners on the amended or revised Project Schedule.

15. Amendments. This Agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.

16. Termination. Either the City or County may terminate this agreement at any time by mutual consent under such terms as may be agreed to in writing by the Board of County Commissioners and the City Council. The City and County further acknowledge that either party may terminate this agreement if all bids received for that party's portion of the Combined Project exceed that party's budgeted ability to fund such portion of the Combined Project.

[Signatures are on following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

MECKLENBURG COUNTY

By: _____
Michael Bryant, County Manager

Attest:

Clerk to the Board

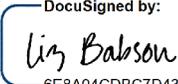
APPROVED AS TO FORM

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

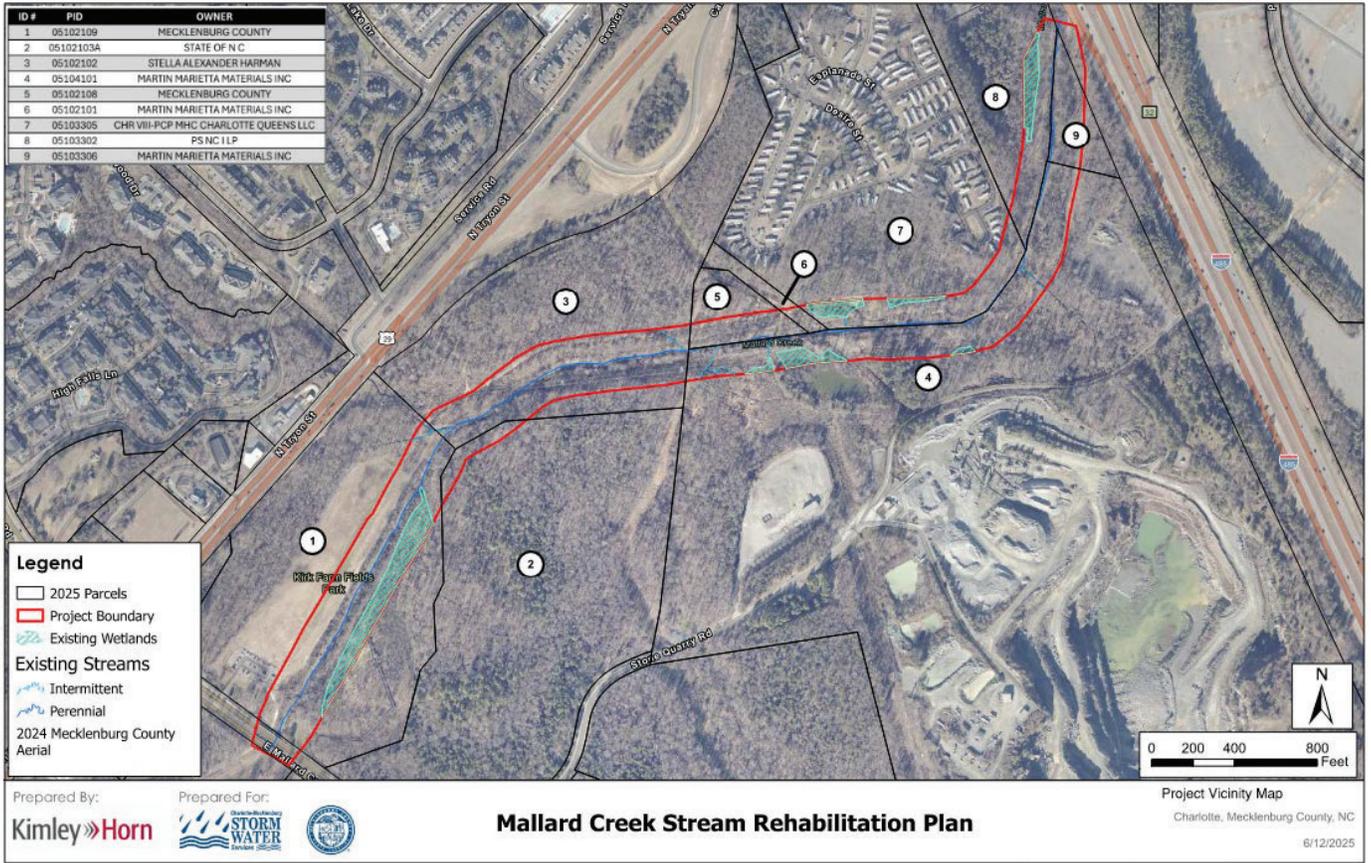
CITY OF CHARLOTTE

By:  _____
City Manager

ATTEST:  _____
City Clerk

Exhibit “A”

PROJECT MAP



PROJECT SCHEDULE

Proposed Task	Proposed Finish Date
Pre-Construction Conference Meeting	4-6-2026
Notice to Proceed	5-4-2026
End Construction	5-4-2027
Warranty	5-4-2028