

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
TOWN OF HUNTERSVILLE**

**INTERLOCAL AGREEMENT FOR
FUNDING OF THE UPPER TORRENCE CREEK
TRIBUTARY STREAM ENHANCEMENT PROJECT**

This Interlocal Agreement for Funding of the Upper Torrence Creek Tributary No. 1 Stream Restoration Project is agreed and entered into the 16th day of December, 2025, (the “Effective Date”), by and between **MECKLENBURG COUNTY** (the “County”), a political subdivision of the State of North Carolina and the **TOWN OF HUNTERSVILLE** (the “Town”), a municipal corporation organized under the laws of the State of North Carolina (hereinafter the “Parties”).

WITNESSETH:

WHEREAS, the County and the Town previously made certain improvements to the major and minor system water resources in the McDowell Creek watershed and on Upper Torrence Tributary No. 1 from North Mecklenburg Park to Statesville Road to in Huntersville, North Carolina as shown in Exhibit “A” (hereinafter the “Property”), which included the restoration of streams and storm control measures (hereinafter the “Combined Project”); and

WHEREAS, the Town is currently interested in improving minor system water resources in the McDowell watershed by making certain improvements, which include but are not limited to the restoration and repair of portions of the minor system of Upper Torrence Creek Tributary No. 1 from North Mecklenburg Park to Statesville Road in Huntersville, North Carolina as shown in Exhibit “A” (hereinafter the “Town Project”); and

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, under the Amended and Restated Storm Water Management Program Interlocal Agreement, the County has agreed to provide minor system services to the Town; 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 Town Project; and

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Amended Agreement, the County and the Town agree as follows:

1. Project Description. The Town Project may include a combination of the following: stream restoration; stream enhancement; stream stabilization; habitat structure placement; buffer enhancements; and stormwater infrastructure. The County will execute and manage the design and construction administration contract for the Town Project.
2. Exhibit List. The following Exhibits are attached to this agreement and incorporated herein by reference:

a. **Exhibit A: Map of the Property.**

b. **Exhibit B: Estimated Combined Project Funding.**

3. Consultant Selection. The County, after complying with all applicable statutory procedures, has selected a consulting engineering firm, Wildlands Engineering (the “Engineer”), which has expertise in the field of water resource design and construction administration services with projects similar in size and scope to the Town Project, to provide engineering services with respect to the Town Project. The Town assigns to the County its right to contract with the Engineer to provide engineering services for the Town Project.
4. Design. The County shall be responsible, through the Engineer, for design of the Town Project. The design plans will consist of minor system improvements (“Design Plans”). Upon receipt of the Design Plans from the Engineer, the County will submit to the Town a copy of the Design Plans for review at the following approximate design milestones: 30% plans, 50% plans and 70% plans. The Town shall have a maximum of thirty (30) days to review Design Plans and provide written comments to the County after each design submittal. Once the Engineer has determined construction costs for the Town Project, the Town will indicate to the County in writing how much of the Town Project the Town wants the County to solicit bids for on their behalf. The Town will have final approval authority for the plans and specifications for the Town Project. The County shall also be responsible for contract administration for the design and construction administration contract and the agreed funding for the Town Project as specified in **Exhibit B**.
5. Permits. The County shall, through the Engineer, obtain all federal, State and local permits necessary to construct the Town Project. The County will submit to the Town a copy of all permit authorizations related to the Town Project.
6. Construction. The Town agrees to pay 100% of the construction costs for the Town Project. The County shall be responsible for construction administration for the

construction contract and the agreed funding for the Town Project as specified in Exhibit B.

7. Payment Responsibilities of the Town. The Town agrees to pay up to the amount as described in **Exhibit B** to the County for the design and construction administration of the Town Project upon the following conditions being met: receipt by the Town of an invoice or invoices from the County of costs associated with the design and construction administration of the Town Project, complete with actual cost documentation supporting the invoice or invoices. The Town's payment to the County shall be made within ninety (90) days of the above conditions being met for each invoice submitted.
8. Notices. All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered, or faxed with a mailed copy to follow, 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 Avenue
Charlotte NC, 28208-5237
Attention: Casey McGrath

If to the Town: Town of Huntersville
P.O. Box 664
Huntersville, NC 28070
Attention: Kevin Fox, P.E.

9. 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.
10. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.
11. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the Town and County Managers or their designees will first be attempted to be resolved by mediation and if not resolved by mediation, then by 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 may be resolved by arbitration in accordance with the 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.

12. 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.
13. 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.
14. Third Party Beneficiaries This benefit is solely for the benefit of the Parties. No provision of this Agreement shall be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or right.
15. Termination. The Town and 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 Town Board of Commissioners.


[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.

TOWN OF HUNTERSVILLE:

Anthony Roberts
By: Anthony Roberts (12/18/2025 09:15:13 EST)
Town Manager

ATTEST:

Catherine A Cook 
Town Clerk

[SEAL]

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

Pattie McGinnis
BY: Pattie McGinnis (12/18/2025 08:36:22 EST)
DIRECTOR OF FINANCE
Town of Huntersville

Approved as to form

Emily Sloop
Town Attorney

MECKLENBURG COUNTY

By: _____
Leslie Johnson, Deputy 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.

BY: _____
Mecklenburg County Director of Finance

Exhibit “A”

PROJECT MAP

Exhibit “B”

COMBINED PROJECT FUNDING

Design and Construction Administration

The total overall cost for Design and Construction Administration of the Town Project is estimated to be \$400,000.

Feasibility Planning and Design

- Town agrees to fund 100% of the feasibility planning and design by the Engineer, or a third party, for the Town Project, *i.e.*, the minor system improvements, which is estimated to be \$380,000

Minor system to be addressed: 1530 feet (100% of project)

Upon completion of the Project Design, the breakdown will be reviewed and modified as needed to reflect the actual lengths of minor system to be addressed during construction.

Construction and Construction Administration

- Town agrees to fund 100% of the construction of the Town Project.
- County and Town agree that construction administration by the Engineer, or a third party, is a cost of construction and that the Town shall fund 100% of said cost associated with the Town Project
- Upon completion of construction estimates by the design engineer, the County and the Town will mutually determine the path forward on construction. Several project management scenarios will be considered:
 - The County will manage construction of the Town Project
 - The County will manage certain construction phases and the Town will manage other phases of the Town Project.
- The Town will be invoiced for County Staff hours expended on the project for design and construction contract administration at the following billing rates:
 - Construction Project Manager I: \$119.21
 - Construction Project Manager II: \$131.15
- It is estimated that the minor system staff cost to manage the design and construction contract for the Town Project will be \$20,000

Miscellaneous

- All miscellaneous costs associated with the Town Project areas (*e.g.*, educational, signs, administrative, etc.) will be paid by the Town.

The total overall cost for the Wildlands design contract as well as the administration by County Staff of the Town Project shall not exceed \$400,000.



Figure 1
Upper Torrence Tributary 1 - Bayart Way Stream Enhancement
Catawba River Basin (03050101)