

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

**INTERLOCAL AGREEMENT FOR
FUNDING OF THE SOUTH PRONG CLARKE
CREEK MINOR STREAM ENHANCEMENT PROJECT**

This Interlocal Agreement for Funding of the Clarke Creek Stream Restoration Project is agreed and entered into the 21st day of October, 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 intends to make certain improvements to the major system water resources in the Clarke Creek watershed located from Blakemore Avenue to Monocacy Boulevard in Huntersville, North Carolina as shown in Exhibit “A” (hereinafter the “Property”), which include the restoration of streams and best management practices (hereinafter the “County Project”); and

WHEREAS, the Town is currently interested in improving minor system water resources in the Clarke watershed by making certain improvements on said Property, which include the restoration and repair of the minor system section of South Prong Clarke Creek from Roosevelt Drive to Blakemore Avenue (hereinafter the “Town Project”); and

WHEREAS, since it is in the Parties’ mutual best interest to make County Project and Town Project improvements concurrently by developing design plans and completing construction for both the County Project area and the Town Project area concurrently as one project (hereinafter the “Combined 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, 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; 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. Combined Project Description. The Combined 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 both the design and construction contracts for the Combined 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 contract services with projects similar in size and scope to the Combined Project, to provide engineering services with respect to the Combined Project. The Town assigns to the County its right to contract with the Engineer to provide engineering services for the Town Project portion of the Combined Project.
4. Design. The County shall be responsible, through the Engineer, for design of the Combined Project. The design plans will consist of major system improvements (County portion of design plans) and minor system improvements ("Town Project Design Plans"). Upon receipt of the design plans from the Engineer, the County will submit to the Town a copy of the Town Project 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 Town Project 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. 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 contract and the agreed funding for the County Project and the Town Project as specified in **Exhibit B**. The County, with assistance from the Engineer, will be responsible for separating all costs between the County Project and Town Project.
5. Permits. The County shall, through the Engineer, obtain all federal, State and local permits necessary to construct the Combined Project. The County will submit to the Town a copy of all permit authorizations related to the Combined Project.

6. Construction Contract. The County shall solicit and obtain bids for the construction of the Combined Project, including all labor, materials and services necessary to execute the work associated with the approved design plans and construction documents and award the contract for such Combined Project to a qualified contractor (hereinafter the “Contractor”) in accordance with applicable law. Before awarding any contract that includes any portion of the Town Project, the County must notify the Town of all bidders for the Combined Project and their bid amounts. The County shall also be responsible for contract administration for the construction contract and the agreed funding for the County Project and the Town Project as specified in Exhibit B. The County, with assistance from the Engineer, will be responsible for separating all costs between the County Project and Town Project. The Town agrees to provide a representative to attend construction meetings and substantial completion inspection.
7. Warranty Period Maintenance. Upon completion of the construction of the Projects, the County agrees to oversee the one-year warranty maintenance to be provided by the Contractor.
8. 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 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 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.
9. 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.

10. 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 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 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. 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.
15. 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.
16. 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 (10/28/2025 14:41:19 EDT)
Town Manager

ATTEST:

Janet Pierson 

Town Clerk

[SEAL]

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

Jackie Huffman
BY: Jackie Huffman (10/28/2025 14:31:12 EDT)
DIRECTOR OF FINANCE Deputy Town Manager
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

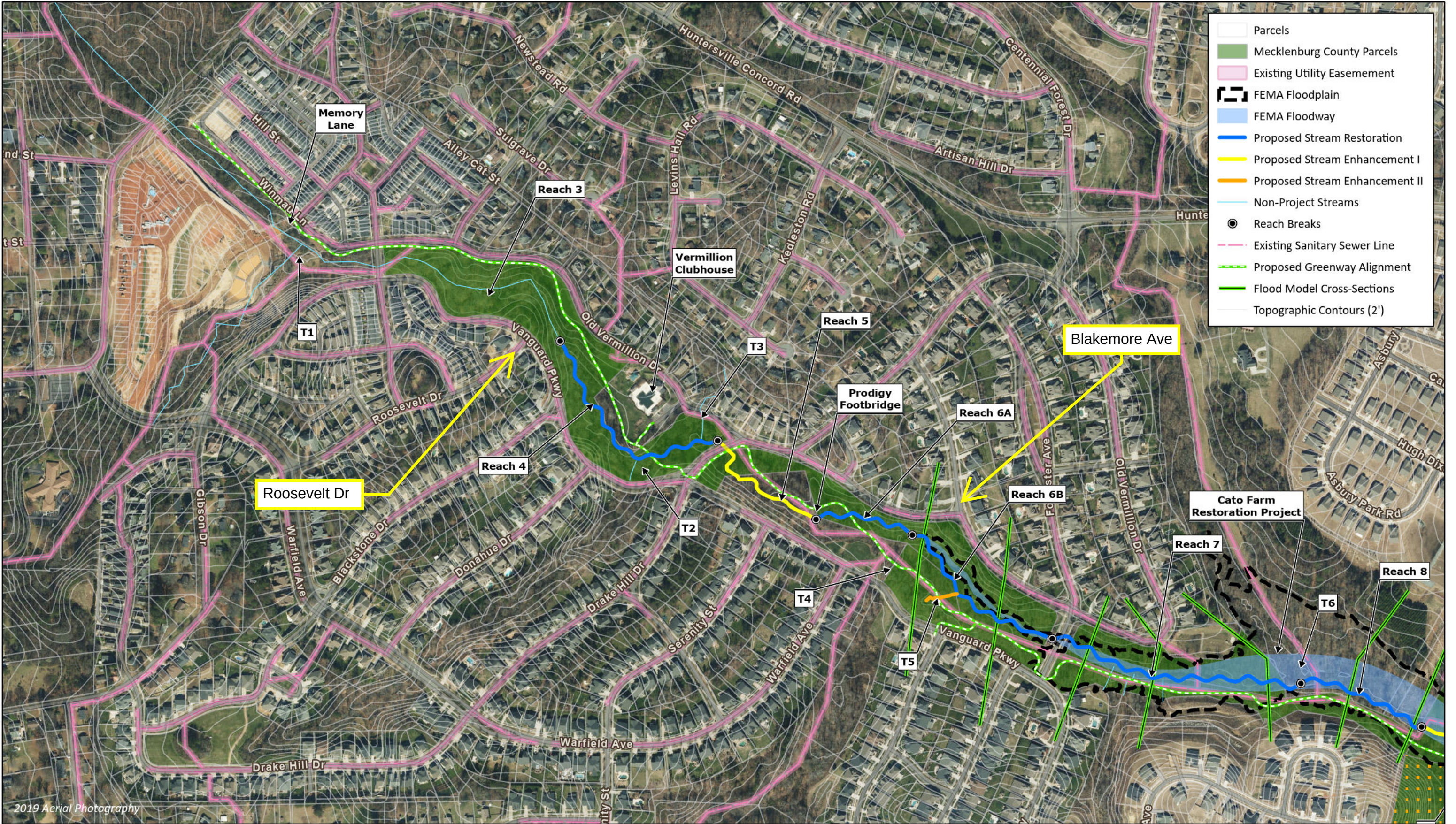
This instrument has been pre-audited in the manner
required by the Local Government Budget
and Fiscal Control Act.

BY: _____
Mecklenburg County Director of Finance

Exhibit “A”

PROJECT MAP

Exhibit "A"



**Figure 1A: Site Map for Design Scope - West
Updated with 25% Greenway Alignment
South Prong Clarke Creek
Huntersville, NC
May 28, 2025**

Exhibit “B”

COMBINED PROJECT FUNDING

Design

- Mecklenburg County agrees to fund 100% of the planning and design of the County Project, i.e., the major system improvements.
- Town of Huntersville agrees to fund 100% of the design of the Town Project, i.e., the minor system improvements.

Construction and Construction Administration

- Mecklenburg County agrees to fund 100% of the construction of the County Project, i.e. the major system improvements.
- Town of Hunterville agrees to fund 100% of the construction of the Town Project, i.e., the minor system improvements.
- 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 and County will fund 100% of said cost associated with the County Project.
- The Town will be invoiced for County Staff hours expended on the project during Construction and Construction Administration Phase at the following billing rates:
 - Construction Project Manager I: \$119.21
 - Construction Project Manager II: \$131.15

The total overall cost for Design and Construction of the Town Project shall not exceed \$1,500,000.

ILA_Clarke Creek Minor Stream Enhancement_10-3-25

Final Audit Report

2025-10-28

Created:	2025-10-28 (Eastern Daylight Time)
By:	Tricia Foster (tfoster@huntersville.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS4TmcYkK52FIR7GzsIFRkoJ6FCDKVp6H

"ILA_Clarke Creek Minor Stream Enhancement_10-3-25" History

-  Document created by Tricia Foster (tfoster@huntersville.org)
2025-10-28 - 2:11:45 PM EDT
-  Document emailed to jhuffman@huntersville.org for signature
2025-10-28 - 2:16:13 PM EDT
-  Email viewed by jhuffman@huntersville.org
2025-10-28 - 2:30:06 PM EDT
-  Signer jhuffman@huntersville.org entered name at signing as Jackie Huffman
2025-10-28 - 2:31:10 PM EDT
-  Document e-signed by Jackie Huffman (jhuffman@huntersville.org)
Signature Date: 2025-10-28 - 2:31:12 PM EDT - Time Source: server
-  Document emailed to aroberts@huntersville.org for signature
2025-10-28 - 2:31:22 PM EDT
-  Email viewed by aroberts@huntersville.org
2025-10-28 - 2:40:49 PM EDT
-  Signer aroberts@huntersville.org entered name at signing as Anthony Roberts
2025-10-28 - 2:41:17 PM EDT
-  Document e-signed by Anthony Roberts (aroberts@huntersville.org)
Signature Date: 2025-10-28 - 2:41:19 PM EDT - Time Source: server
-  Document emailed to Janet Pierson (jpierson@huntersville.org) for signature
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 Document e-signed by Janet Pierson (jpierson@huntersville.org)

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2025-10-28 - 3:50:18 PM EDT

 Email viewed by Emily Sloop (esloop@huntersville.org)

2025-10-28 - 4:26:13 PM EDT

 Document e-signed by Emily Sloop (esloop@huntersville.org)

Signature Date: 2025-10-28 - 4:26:39 PM EDT - Time Source: server

 Agreement completed.

2025-10-28 - 4:26:39 PM EDT