

DEVELOPMENT AND COOPERATION AGREEMENT
FOR FOUR MILE CREEK GREENWAY
(SOUTH TRADE STREET UNDERPASS)

THIS DEVELOPMENT AND COOPERATION AGREEMENT (this "Agreement") is dated as of _____, 2018, and entered into by and between **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina (hereinafter "County"), and the **TOWN OF MATTHEWS**, a North Carolina municipal corporation (hereinafter "Town").

BACKGROUND:

- A. County has approved funding for the County's share of a greenway project extending from Brenham Lane to the west side of South Trade Street (the "Project"). The Project will (i) be on Four Mile Creek and will be approximately 500 feet in length, (ii) extend through the proposed underpass and (iii) will be located on Mecklenburg County Tax Parcel No. 22731199 ("Exhibit A") and North Carolina Department of Transportation ("NCDOT") Right-of-way for South Trade Street (South Trade Street is a state-maintained road).
- B. Town and County seek to partner to develop the Project, which is identified on both Town and County greenway master plans and allows for the future alignment of Four Mile Creek Greenway.
- C. The Project is included in the State Transportation Improvement Plan and therefore eligible for NCDOT funding. County and Town have been made aware that NCDOT will contract with the County for the County to provide to NCDOT the matching funds necessary for the NCDOT grant project EB-5829 for NCDOT to manage, design and achieve construction of the Project. All funds received from the Town will be applied to this Project. The County will provide remaining matching funds as required for the grant if within the County project budget.
- D. NCDOT anticipates (i) design for the Project to begin in NCDOT Federal Fiscal Year 2018, and (ii) construction of the Project currently scheduled for NCDOT Federal Fiscal Year 2019 or 2020.
- E. On February 12, 2018, the Town of Matthews Board of Commissioners approved the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Town Funds") from General Funds identified by Town for application to the Project. A letter of commitment is attached as Exhibit B. These funds will be provided to the County to serve as part of the matching funds for the NCDOT grant.
- F. County has identified Fiscal Year 2018 Park and Recreation Capital Improvement Funds in the amount of Three Hundred Forty-Six Thousand Three Hundred and Twenty-Seven Dollars (\$346,327) (the "County Funds", and together with the Town Funds, the "Project Funds") to develop the Project, which was approved by the Board of County Commissioners on March 20, 2018.
- G. County and Town wish to contribute the County Funds and Town Funds, respectively, toward Project costs.

AGREEMENT:

Now, therefore, in consideration of the promises and mutual covenants contained herein, the parties hereto, for themselves and their successors and assigns, agree as follows:

1. Design and construction. County alone shall contract with NCDOT to provide Project Funds to NCDOT for the purpose of achieving all actions by NCDOT necessary for the completion of the Project.

Progress and reviews. County shall keep Town advised as to County's actions pursuant to this Section 1 and provide design and construction information to the Town to the extent information is forthcoming from NCDOT.

2. Contributions. Town shall contribute the Town Funds toward the Project to the County as consideration for and prior to County's entering into a contract with NCDOT for design and all necessary actions to achieve the completion of the project. County shall provide County Funds to NCDOT in order to complete the Project to the extent within the County's Project budget.
3. Termination of Project. County reserves the right to withdraw from the Project should the Project cost escalate beyond the funding available. Upon termination of the Project, reimbursement required by NCDOT for work accomplished will be paid by Town and County in proportion to the original budgets. Excess Town funding will be returned promptly to the Town.
4. Contracts and Cash Flow. The Town will pay the County the Town Funds by September 1, 2018. After receipt of Town Funds, the County will enter into a contract with NCDOT for design and all necessary actions to achieve construction of the Project within the County and Town budgets.
5. Operation and Maintenance. Following completion off the Project, the Town shall maintain and operate the Project (i) as part of the County-wide greenway system, and (ii) to standards comparable with other greenways owned or maintained by County, as set forth in Exhibit C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COUNTY:

MECKLENBURG COUNTY,
a political subdivision of the State of North Carolina

By: _____
Name: Dena R. Diorio
Title: County Manager

Approved as to Form:

County Real Estate Attorney

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

Mecklenburg County Director of Finance

TOWN:

TOWN OF Matthews,
a North Carolina municipal corporation

By: _____
Name: _____
Title: Town Manager

Approved as to Form:

Town Attorney

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

Town of Matthews Director of Finance

Exhibit A

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[Map of Project]

Kimley Horn is preparing one that will read in black and white.

Exhibit B

[Matthews Letter of Commitment]

Exhibit C

[Maintenance Guidelines]