



# Metropolitan Transit Commission



August 28, 2024



# METROPOLITAN TRANSIT COMMISSION

Wednesday, August 28, 2024

5:30pm

Charlotte-Mecklenburg Government Center

Conference Room 267 - WebEx

## AGENDA

- I. Call to Order .....Commissioner Leigh Altman
  - Attendance (Introductions)
  - Moment of Silence / CATS Suicide Prevention Awareness Efforts
- II. Approval of the May 29, 2024 Summary (p.5-15).....Commissioner Leigh Altman
- III. Public Comments
- IV. Transit Work Group Update..... No Report
- V. Interim Chief Executive Officer’s Report (p.17-50)..... Brent Cagle
  - Summary of Monthly Statistics
    - i. Monthly Statistics for July w/Safety/Ridership/Sales Tax/Communications with the MTC (p.17-35)
  - Monthly Statistics for August (p.37)
  - Safety Reports (p38-45)
  - Ridership Reports (p.46-49)
  - Sales Tax Report (p.50)
- VI. Informational Items
  - Microtransit (p.52-60)..... Jason Lawrence
- VII. Action Items
  - 2<sup>nd</sup> Amended & Restated Transit Governance ILA (p.62-101) .....Brad Thomas
  - Mint Hill STS Service (p.103) ..... Elizabeth Presutti
- VIII. Report from the Chair of the Transit Service Advisory Committee (TSAC)..... No Report
- IX. Report from the Chair of the Citizens Transit Advisory Group (CTAG) ..... No Report
- X. Adjourn



**METROPOLITAN TRANSIT COMMISSION**  
**MEETING SUMMARY**  
**May 29, 2024**

---

**Presiding:** Commissioner Leigh Altman, Mecklenburg County Board of Commissioners-P

**Present:**

Mayor Vi Lyles (City of Charlotte)-P  
Marcus Jones (City Manager, Charlotte)-P  
Dena Diorio (County Manager, Mecklenburg)-P  
Mayor Woody Washam (Town of Cornelius)-P  
Andrew Grant (Town Manager, Cornelius)-V  
Mayor Rusty Knox (Town of Davidson)-P  
Jamie Justice (Town Manager, Davidson)-V  
Anthony Roberts (Town Manager, Huntersville)-P  
Mayor John Higdon (Town of Matthews)-P  
Commissioner Renee Garner (Matthews)-V  
Becky Hawke (Town Manager, Matthews)-V

Mayor Brad Simmons (Town of Mint Hill)-P  
Brian Welch (Town Manager, Mint Hill)-P  
Commissioner Twanna Henderson (Mint Hill)-V  
Mayor David Phillips (Town of Pineville)-P  
Ryan Spitzer (Town Manager, Pineville)-P  
Tony Lathrop, Esq. (NCDOT)-P  
Bill Thunberg (Town of Mooresville)-V  
Mayor Richard Franks (City of Gastonia)-P  
Michael Peoples (City Manager, Gastonia)-P  
L.J. Weslowski (Transit Director, City of Concord)-V  
Brad Thomas, Esq. (City of Charlotte)-P

**P-In Person Attendance**

**V-Virtual Attendance**

**Interim CATS Chief Executive Officer:** Brent Cagle

---

**I. Call to Order**

The hybrid regular meeting of Metropolitan Transit Commission was called to order at 3:02pm by MTC Chairwoman Commissioner Leigh Altman, Mecklenburg County Board of Commissioners.

**II. Review of Meeting Summary**

The meeting summary of April 24, 2024 was approved.

**III. Public Comments – None**

**IV. Transit Work Group Update – No Meeting**

**V. Interim Chief Executive Officer’s Report – Based on pages 14-33 in the MTC Agenda Packet for May 29<sup>th</sup>, 2024.**

**Discussion:**

**INTERIM CATS CEO CAGLE:** The summary report of materials provided, a couple of things to note. Just a reminder, there was an e-mail sent out earlier today, but this is a reminder, for this meeting. Our annual rail shutdown is scheduled for June 8th and 9th. That is an opportunity for us to take the weekend to do extensive maintenance and reviews of the rail, both the streetcar and the blue line rail systems.

We will be operating what we call a bus bridge. We will continue putting that out via social media and notifying passengers on the platforms in advance of the rail shutdown, but they will be able to utilize the Blue Line and the Gold Line via the bus bridge.

Another item to note. NCDOT continues to do routine on site inspections over the last 30 days. They did complete again, a routine inspection of at grade crossings on the Blue Line. They have done those in the past, this recent one focused on the Blue Line Extension, the new segment of the Blue Line. They did have findings or minor notes for us related to things like signal, lens signal cleaning, redirecting of lenses, sometimes the blinkers, they'll get knocked by large trucks or slightly out of alignment. Those kinds of things. Routine maintenance efforts. Again, we have submitted to NCDOT a detailed report for how we will address those items, and they will be addressed over the next 30, 60, 90 days, in some cases, we are waiting on parts, new lenses, so they will be installed as those parts come in.

### **Safety Summary**

Happy to report that over the last roughly 30 days, or since our last meeting, the April statistics, there were three incidents involving buses that had minor injuries, or injuries reportable. Those were all instances where vehicles made contacts with the bus and passenger had reported an injury or requested medical attention for paramedics to come out or emergency management to come out. There was also one incident the fourth incident reported was an oddity. There was a private person who was riding a moped through the CTC and they collided with a person. Everyone is okay. But there really shouldn't be private folks going through the CTC on motorized scooters, but sometimes they don't follow the rules, and sometimes they don't pay attention to where they're going. That was an oddity, but that does account for the fourth injury reported.

On para transit, we had one rider on board who was transported by medic. A private vehicle made contact with para transit vehicle, and again, the passenger on board requested a medic transport. That service was provided. Those summarize the four reportable injuries.

When we look at the rest of the statistics for special transportation, again, there's the one injury. For the Blue Line, again, all of the metrics on the four reportable items, all of the metrics were within the goal for the month.

Moving over to the Gold Line. Again, all metrics were within the reportable goals for the month.

### **Ridership**

April marked another successful month with our missed trips, again, they were less than 1%. That represents a four-month period now where we have seen missed trips effectively at zero or under 1%. We discussed this over the last few months, this is all attributable to the availability of operators. We are in a much better position today and continue to be in a better position with our staffing availability.

System ridership continues to see increases, year-over-year. An 18.5% increase compared to April of 2023. Breaking that down, we saw local bus routes at 18% increase in ridership year-over-year. The Express routes are a little bit better, local express routes-19.7% increase. Regional express routes-18.4%.

Rail services also saw an overall increase of 21.4%. Breaking that down is 22.6% for the Blue Line. I'm pleased to note that this is the first month in many months that the Gold Line saw 11.5% increase in ridership year over year. We believe that is the direct result of moving the Gold Line from 30-minute head ways back down to 20-minute head ways. That is a positive sign. The Gold Line, if you'll recall, for many months, really since we increased head ways, had

continued to see declining ridership year-over-year. This is a turn around and we believe it is directly related to the increased head ways or the shortening of the head ways.

There had been a question. Commissioner Altman had requested information on transit on time performance or OTP. We have included that. Our on-time performance we really measure it for all modes. It's most relevant for bus because rail, that's the benefit of rail is it's very on time. The Gold Line a little bit less so in that it operates in traffic. When we're thinking about on time performance, it is an important metric for us. It's very, very important especially in fixed routes. For fixed route services, we see a 79.7% on time performance across fixed routes; Para Transit at 92.4%; Blue Line at 99% and Gold Line at 92.8%. Gold Line is a little bit lower than Blue Line, simply because it operates in traffic.

What I would propose is providing at a future meeting next month, providing a little bit more detail on on-time performance. That we can better understand how we measure it. I think that most folks – I being one of them -- up until about 18 months ago, think about on time performance when the bus is late. We actually think about it on either side of the schedule. On-time performance is literally that. When the bus is on time within about a five-minute margin and that's whether it's early or late, if it's too early, it is not on time, if it's too late, it's not on time.

We thought it would be good to do more information, a little bit deep dive into the OTP. I think it's timely in that, you know, 18 months ago we really started focusing on missed trips. We had to fix missed trips. We feel reasonably confident that we are doing that. Now that we think about having that reliability, the second part of that is making sure that the buses are on time. Industry standard for OTP is about 85%. That's what we strive for and that is an industry metric. We are below that today, some of that is because buses running early, some of it is because of buses running late.

We have also worked with National Express, or they have rebranded to We Drive You, but National Express to create a work group with CATS and National Express to push the OTP up into 85% or greater.

If it pleases the MTC, we would propose to at the next meeting or sometime in the near future, having a little bit deeper dive in informational presentation on on-time performance. that is my report.

**COMMISSIONER ALTMAN (Mecklenburg County):** I very much appreciate the rapidity with which you turned around, this explanation and the fairly deep dive given even today. I think that's really helpful to understand what the bench line metric is and where we are in your plans to get there. That's really encouraging as are these other metrics, which continue to be really strong.

**COMMISSIONER ALTMAN (Mecklenburg County):** The tax report that shows the revenue for this month. If I'm understanding correctly, are we actually receiving fewer receipts than what was the forecast, and if that's the case, is there funding gap and is that a problem?

**INTERIM CATS CEO CAGLE:** I think that there are two things to think about. The forecast, I believe we're going to come in over our total forecast.

**CATS CFO HOWELL:** Exactly right. From time to time, there are monthly fluctuations where we will end up with a month that is lower than our trend was projected to be. However, for the year, we're still projected to come in, have greater receipts than we had estimated as far as the budget planning purposes go.

VI. Informational Item – None

VII. Action Item

A. Approval of FY2025 Transit Operating Budget

**Chad Howell**

**Chad Howell – CATS Chief Finance Officer** – presented for action the FY2025 Transit Operating Budget; based on pages 35-79 in the MTC Agenda Packet for May 29<sup>th</sup>, 2024.

**Discussion:**

**MAYOR HIGDON (Town of Matthews):** Can you tell me what percentage or how many million dollars come from the sales tax allocation that aren't generated in Charlotte? Come from the county, any other towns?

**INTERIM CATS CEO CAGLE:** The short answer to that is, if you're asking how they are allocated, we can tell you that, we cannot tell you where they originate, the State does not provide us with the point of sales data on the Article 43 sales taxes.

We use the per capita allocation that is utilized for general sales taxes. I want to make sure that if the question is, where were they generated? We cannot answer that because the State doesn't provide us point of sales. If the question is how they are allocated per the method, then that is provided and it's in the monthly revenue report.

**Resolution:** A motion to adopt the FY2025 Transit Operating Budget was made by **Mayor Vi Lyles (City of Charlotte)**; seconded by **Mayor Woody Washam (Town of Cornelius)**. Motion carried unanimously.

VIII. Transit Services Advisory Committee (TSAC)'s Comments

**Jarrett Hurms (Chairperson)** During the May TSAC committee meeting, we talked about the Better Bus Outreach Strategy. We had a conversation regards to Microtransit and talking about the conversation about kind of about more on demand service and it was definitely well-received.

Then we also moved to our website where we talk about our website remodel when it comes to the CATS website. It was definitely very well-received, as far as features and accessibility for the general ridership public. We also had a conversation within Better Bus; we had a pretty in-depth conversation when it comes to accessibility and stops. And:

- 1) How important way finding is.
- 2) The difference between different types of way finding.
- 3) Different map styles and how those will be very important towards the transit experience.
- 4) How to make transit in general more accessible to our public.

We talked about the June 2024 service change with the public feedback, which was following from the recommendations of adjusting a few routes along Independence Boulevard as well as the routing a lot of our express bus routes within uptown, as well as a few of the local routes.

Some of the feedback was definitely well-received as far as many of them are very happy with having better on time performance, even if that means kind of a slightly further walk, a few extra minutes walking to a stop if certain stops were being consolidated, that was

well-received. A lot of the proposed changes have been viewed by the public. There has been a lot of public outreaches and that's been very success.

It was a relatively short meeting. We talked about usual service issues as well as kind of talking about a lot of new app updates, including the ability for the public to be able to submit service issues into the app, which is definitely very convenient, that can be addressed quicker..

**IX. Citizens Transit Advisory Group (CTAG) Chairman's Comments – No Report**

**X. Other Business**

**Discussion:**

**MAYOR HIGDON (Town of Matthews):** I'd like to start by saying I think -- we talk a lot about collaboration, and regionalism. I don't know if everybody knows this about me, but I grew up here. I grew up in Charlotte. I attended Quail Hollow Junior High School. Then a long-term North Carolina legislator. Charlie Danley was my principal, if you remember him? I got to know him well. I spent a lot of time in the principal's office, for some reason. He might have sparked my interest in politics. I went to South Mecklenburg High School. I grew up in Charlotte. I've lived in Matthews for the last 23 years.

Yesterday, I had a really busy day. Worked nine hours at my day job and went to a budget meeting in Matthews and the regular Matthews meeting and two closed sessions. Then I came home and watched Mayor Lyles' meeting. I went to bed at 1:00am.

I want to talk a little bit about the interlocal agreement. The reason why it was originally renegotiated or brought forth to be renegotiated was because this body voted unanimously to have an independent third-party investigation of a derailment of a train. Also, wanted to look into how those trains are maintained going forward.

We voted unanimously on that. When it went to the Charlotte City Council, they said, no. We don't think so. We're going to do it our way.

That's what initiated our desire to renegotiate the ILA. One of the parts that I thought was very important, was the set aside of \$500,000 as a discretionary amount for this body to use to commission reports and to do investigations if we so desired.

I think that would happen very, very, very infrequently, maybe once a decade that we might spend a portion of that money. But once again, we have to go to Charlotte City Council, and say, mother, may I spend this money?

I ask the question earlier about what percentage of the sales tax allocation comes from outside of Charlotte. I don't know what the numbers but it's millions and millions of dollars. We ask for \$500,000 to be set aside without interference from the Charlotte City Council, and ironically, CM Malcom Graham, last night, made a substitute motion to take that verbiage out because he said it's meaningless, he even used the word it's redundant. We are no better with regards to the discretionary amount. We are no better with the new verbiage than the old verbiage. It does absolutely nothing. We have to go to the Charlotte City Council and say, hey, can we do this?

I don't think that engenders collaboration or trust. That tells us that the Charlotte City Council has to oversee everything aspect of what we do here. I think that's very unfortunate. I wanted to make that known and I will not support the ILA, with that verbiage included. That's a very small ask.

Again, it's a relatively small amount in the entire budget for CATS. We should be able to spend that money as we wish, without having Charlotte City Council bless it. Thank you.

**MAYOR KNOX (Town of Davidson):** A brief history will tell you that in 1998, voters approved a ½ cent sales tax for public transportation. When I say voters, I include voters from Mecklenburg County, Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville, as well as voters from Charlotte, our little region. Collectively, we have all been financial stakeholders.

The Metropolitan Transit Commission (MTC) was formed as the governing body for this public transportation entity, representing all that voted, and all that would benefit from the services that public transit provides. We have all worked in concert to promote, support, and grow our public transit product, that serves so many within the city limits of Charlotte, with the goal of serving so many more outside of the city limits.

Our interlocal agreement had reached a sunset because of its age and relevance, having been created more than 20 years ago. The MTC is our current regional authority and should always be treated as such. CATS is a department of the city. That acknowledgment is understood. Mecklenburg County and the other six towns are partners and have been partners since day one.

That is the definition of regional partnership and if we're going to be honest brokers, we should agent act as partners.

The rework of the Interlocal is not now, nor has it never been a distraction. This document has only one purpose and that is to define our future as the governing body of the MTC. I have heard that Raleigh is watching. I agree. But our neighbors in Iredell, Union, Cabarrus, Lincoln and Gaston are all watching as well, as we move forward to a future regional transit authority. These future partners need to see that we (the County, the City and the Six Towns), can and will work in unison.

When I called for a rework of the Interlocal one year ago, yesterday. I did so in good faith, that we would and could be a stronger working group. The County and the Six Towns hired outside counsel to facilitate drafting of the new documents. While Charlotte had legal counsel already from the City Attorney's Office. Some may have viewed this as polarizing but it was necessary as we started the process. As time went on, the managers took the helm and I applaud their work in getting this done. They have worked tirelessly, and I feel that what we have today is a document that is a reflection of our little region.

The potential of one cent sales tax for future transit needs has never had anything to do with the update of the interlocal agreement. We've been waiting for 23 years in North Mecklenburg County for an empty and unattainable promise to be delivered. That wait is as old as the MTC.

We are now on the threshold of being able to bring this long-awaited promise to reality. When and if this happens, there will be plenty of tail wagging going on. This is not about politics, it never has been in my mind, it's about providing for all the needs of all of our residents, quality of life does not start or stop at the City limits of Charlotte. Thank you.

**MAYOR FRANKS (City of Gastonia):** This is my first meeting I've attended. I will say that I have been in regular contact with Mayor Lyles. Because if anybody knows me, part of what I ran on, new mayor, six months, is that for our county to survive, we have to have more connections to Mecklenburg County.

It's kind of ironic that this debate is going on after the meeting that I attended last week with former Governor McCrory and Mayor STOTZ.

Because 25, 26 years ago, this side of the river reached out to the other side of the river. The same thing happened again the first person that called me was Mayor Lyles, other than my inner circle when I won.

I don't know what's going on in the inner workings, with all of this, but I have said this once and I'll say it 100 times; if the people in this room, as I've already myself and Mayor Wills in Cramerton. We've already formed a Mayor's group in our County. Because we know that for us to go to Raleigh, for us to go to U.S. Congress, we have to have a unified front. Without that, we don't get anything done.

Like I have said, I need a bridge. I need \$600 million. okay. That's a pipe dream. BUT if we work together, because Mayor Lyles came to our group, and she asked us to support her in the request for 1 cent sale tax. Our group has for the most part; we have 13 municipalities, one of them, we have to dance around a little. But the other 12 of us have all agreed that we will do what we can do to influence our representatives to get this one cent sales tax passed through the state legislature.

I actually had a conversation with one of our senators today, and one of our representatives. I agree with Mayor Knox. We have to come together. I know I'm a nonvoting member. But I've never let that stop me, because without unity, and yes, I am a fiscal conservative republican, like Mr. Knox said, this isn't about politics and like I said, I attended some of these meetings on zoom. But without cooperation, we don't grow as a region.

I might be overstepping a little, but Good Lord Blessed me with a very successful business career. I retired early. My full-time job is the citizens of Gastonia, but also, the County.

I don't know what's going on, the politics of this, but you've got to put aside your petty political things if there's anything of that nature going on. We were all elected by our citizens to do right by them. Not by ourselves.

Mayor Lyles and the MTC for the most part has all of the mayors of Gaston County on board to help her. She's agreed to somewhat help us, it was a big ask from one of our county commissioners, but I work with people across the aisle because that's how you get things done.

I'm not a man to talk, never have been, that's why my city council get a little upset. I'm about getting things done and talk is cheap.

I've said my peace, but we have to work together as a unit, because as a unit, even if our political differences are there, which they are, when we go to Raleigh, and when we go to Washington, DC. I spoke with -- I call it Congressman Moore, but it has to get through November, but his father passed away, but he and I have talked today about funding for transportation.

For us to get things done, you have to come together. I've said my peace. Thank you.

**MAYOR WASHAM (Town of Cornelius):** I just wanted to add a couple of things as we've worked through this.

First of all, thank you to the managers that I think did a stellar job in working through this process. It was not easy. It was a lot of disagreement, where they started and where they ended was pretty incredible. Quite an incredible journey, and I appreciate them sticking to it.

I appreciate Manager Jones' leadership in that. Manager Diorio and all of the other managers from the towns. It was a heavy lift, it really was but from our standpoint and my town, it's time to move this forward. I mean, time is upon us. It really is.

This is a first-class city with a fourth-class transportation system that it's time to do our best to fix it. We had to get past this interlocal agreement, we had to do that. I'm just grateful that from my perspective, we're nearing being able to do that so we can move on.

The next steps are just as difficult, if not more difficult, that we've just been through. These meetings are still taking place as we look toward language of legislation and relationships with elected officials, both at the federal level as well as the state level.

There's a lot of traveling we've got to do and not much time to do it in. It's really time to move this forward. Charlotte deserves it, our region deserves it. It's just simply time. It's actually something that I never thought I'd see in my lifetime, but now, it's got potential, it's got possibilities and I might just be able to ride that train one day. That's truly a dream of mine. Thank you, managers for the work you did. It was a stellar achievement. It was tough. I think at the end of the day, we didn't get everything we wanted and yes, I wish we would have gotten the \$500,000. I wish we could have gotten trusted with that if you will but in the way you have to negotiate things, you just don't get everything you want all the time. It's really time to move on.

Again, thank you for your efforts. I really appreciate that.

**MAYOR LYLES (City of Charlotte):** First of all, thank you for all of the relationships that we've built, and we've had the opportunity to work together. I would say right now, I have to tell you, I feel like I have not been a part of some of the things that have been discussed and talked about for several weeks or months right now.

The idea that I also want to say, we have used our managers to do this, and it hasn't always been easy, as Mayor Washam has said. I think it has gotten to a level where we've created something that is almost more difficult to address personalities, voice, working together; all of these are tough issues right now. I can't identify how this happened. I know that we are all sitting here and this city, this county, this region, really has to have some opportunity, if we're going to continue the growth. I think that there's a lot of things to be said about this.

I think each of us has a member of their commission or their council that has kind of that bully pulpit to say that and sometimes it happens in my city with our council. I think more often than not that happens, but we've all worked towards and had a unanimous, except for one member of the council, to vote to approve the work that has been accomplished by the managers for this effort.

I'm not quite sure that I could tell you what comes out of this and how it works. I have had the opportunity, I think, to try to address those things that are most important in this effort. Right now, I'm not sure that we're able to do that.

Mayor Washam, you are maybe more optimistic, but I do believe that we worked together and once we decided not to include everyone in that discussion, it fell apart. I think that that's really regrettable. I know that there have been opportunities for us to do more together. There's opportunities that we can carry this forward. At the same time, it requires that we all take a look within ourselves and say, what have we done to contribute to this dysfunctionality of this group, because it certainly wasn't there when we started out.

**TONY LATHROP (NCDOT Representative):** I'm in a different and somewhat unique position here and I feel the need to say something very short.

I've been the finance chair for NCDOT for almost eight years. I'm friends with everybody at this table, have worked with most of you on transportation things. I've been with the CRTPO ever since even before I was on DOT board, I was on the planning commission with them. I've been here for a couple of years now.

The advancing the plan, group connect beyond group, all of my individual interactions with all of you all, and that's to say this, that ever since I joined the DOT board, and people started reaching out to me, here, by the way, especially people from Gaston County, I have felt and said the need to work together regionally. I'm saying that as the DOT person here. because we just can't get the things, especially the big things, that we need to do here done without collaborating and without the

relationships. We've got so much growth here that we have to do that. The stakes are big.

I come at it from a different way in that my glass is half full. I've had individual interactions with everybody at this table. I believe that we can't not do this. We can't let these opportunities go by as a region. If we do, let those go by, for whatever reason, we'll be making a big, big mistake and in my role, I'm ready to roll up my sleeves. I'm very different from you all, but I'm ready to pitch in.

**MR HURMS (TSAC Chairperson):** Let me just first state that I was very, very moved by Mayor Franks of Gastonia's speech. I wanted to just speak on behalf of, obviously as chair of TSAC, we are transit riders who are actively riding, spanning cross the City of Charlotte and all within Mecklenburg County. Also serve as a voice for many of the riders who do not sit on TSAC or CTAG.

In the roughly three or so years, Jason can check me on that, that I've been on TSAC, there have been a theme from all of our rider, whether it be buses or trains may not be on time, things where head ways may be headways may be better, whether it be missed trips, whether it be maintenance issue, when it comes to a bus or a train, so on and so forth.

Many of those issues have been subsided and fixed. Some are still ongoing things that we have. All of which go into the general theme of we have a transit system that has the potential to be great and does great things with a lot of great staff members. It's still a transit system that needs a lot of improvements both within the existing routes, within the existing service, and as well as the ability to be able to create new service or create different service.

A lot of the power in being able to do that is obviously, that's a lot of factors within there, but also, within the MTC. That is why I wanted to become Chair, after the departure of Christy moving to New York City. It's moments like these where we're seeing these to just really wrap it into why we're here, which is very much for the riders, whether it be many parts of Charlotte, the riders in Matthews, Huntersville, Gastonia, everywhere around.

I explicitly state I will never run for public office, and for many reasons, including this, and I just wanted to say that all of this is to make sure that we're able to have great transit and improving transit for a lot our riders and making sure that you're able to figure out all of the differences and making sure that we are all united.

I was not going to speak about this, but admittedly, Mayor Franks words moved me. I definitely am glad that he is here in-person and being able to speak on that.

Thank you all for all of your work and I want us to continue doing great things for our riders.

**MAYOR HIGDON (Town of Matthews):** I think one of the reasons the folks in Matthews aren't dancing in the streets is we've planned for 30 years to have a train come to own. We were told, in the last couple of weeks that it's not going to happen, we'll give you a bus.

My friend Rusty likes to sing songs and undoubtedly has sung Jerry Reed songs. He's probably familiar with "She got the gold mine - I got the shaft". I think Matthews is getting the shaft in this deal and would have hoped that this group would have helped advocate on behalf of Matthews. Since we've plan for 30 years. All of our land use; spent thousands of hours planning for a train and at the end the in the day, the last second; told NO, SORRY; we'll give you a bus.

Nobody in this room, can look at me in the face and say that the transit orientated development around a bus station is equivalent that of a train. Matthews is going to lose out on hundreds of millions of dollars of revenue over decades because of this decision. That's not acceptable. I can't urge my constituents to go vote for a bus and to pay this penny. I'm sorry.

We're getting a really, really raw deal in Matthews. Frankly, I think that the people in East Charlotte are getting a raw deal as well. I want to make sure that the public realizes why I have a little bit of angst today.

**COMMISSIONER ALTMAN (Mecklenburg County):** First of all, I would like to thank everybody for voting in support of budget. I'm glad that we have an operating budget for CATS for the next year. That's very important. I want to also echo Mayor Washam and thanking all of the managers. They have worked tirelessly to in good faith represent the interests of their constituents, everybody at the table was there in good faith but we have some different interests, for example, City of Charlotte isn't probably super focused on people in Matthews or Pineville or the ETJ, but that's the responsibility of those elected officials.

We have global goals that we share, like moving our region forward. We have also more specific concerns that may not always overlap. I think it's important for everybody to keep in mind that all concerned entered into this in good faith on behalf of the best interest of the public, that they represent.

As Mayor Higdon was referencing, we had a year and a half ago, really shocking and systemic problems in the functionality of CATS. It was horizontal and vertical problems and a whole host of categories. This board has an obligation to the public for safety and transparency and accountability. We -- I raise my hand to serve the public. I know all of you did, too. That's why when all of these problems arose, on our watch, we moved to take decisive action to ensure that we could bring order, accountability and safety.

Then when the City of Charlotte unilaterally overruled always in my belief without improperly overruled us with our unanimous vote for third-party transit investigation, it revealed to this body for the first time that if we did ever disagree with the City of Charlotte, that Charlotte was going to act in a way that would render this body powerless, and that had a bunch of mayors around this table asking questions like why are we even here? Why do we even bother showing up? That is why we undertook to renegotiate the interlocal agreement because CATS functionality is funded by all of the taxpayers of Mecklenburg county. That's why this board was created in the first place.

A year process was undertaken to do those negotiations. I know that whenever a settlement occurs, if no one is 100% happy, that's probably a good settlement, because that means everybody had to meet halfway.

Yes. I think parties on all sides are not thrilled with the final version of the interlocal. I think that's an indication that it's a good settlement. That we can move forward. I personally will be singularly focused on the next steps, because I want this community to have the benefit of \$700 million a year in transit infrastructure that we can meet the needs of this community. That will be my focus in everything I do and I know it will be yours, too. Thank you.

**MAYOR LYLES (City of Charlotte):** I am concerned, but I do think that a unanimous action, this is parsing this out. It was a unanimous action for us to take that we would look and review the CATS issues, that we all acknowledged, and I appreciate what you've done in doing that.

But there's a difference between the how and the what. I think in some respects we can agree that we may not always agree on the how, while we will agree on the what. I want to be really sure that when we talk about next steps, we actually begin to think about how do we define some of these issues?

I remember the first time I got a call about the letter; I was furious. I called Rusty, I called everybody, and I was just upset. It didn't seem to give me a path of what we were going

to do. It was kind of like, here's the letter. here's the materials. I think that we've come beyond that kind of conversation, and this is something that perhaps collaboration requires understanding of all positions and everything on the interest.

I agree with you, Commissioner Altman, on the idea that if everybody was really happy, then there's probably something that hasn't been achieved correctly. At the same time, I do believe that there's some opportunities that we missed in terms of perhaps thinking only of how this would work if it were for me.

We're going to have the opportunity to go to the federal government for funding. Millions and millions of dollars through this plan. If we have next steps, what are they? What steps do you believe in this meeting or in this board that's necessary for us to get to that ideal that we would be able to first, as I said, the City Council took effort and adopted the many meeting results in this interlocal agreement. When we say this, what is the next step and who decides that? How does this work going on?

I don't think of us want to give up right now. We just need to figure out what is necessary to get done and to get things moving again.

**XI. Adjourn**

The meeting was adjourned at 4:00 p.m. by Commissioner Leigh Altman, Mecklenburg County Board of Commissioners – MTC Chairwoman.

---

NEXT MTC MEETINGS: WEDNESDAY, AUGUST 28<sup>TH</sup>, 2024 STARTING AT 5:30 P.M.

- i. Summary of Monthly Statistics for July 2024; including the documentation for Safety, Ridership, Sales Tax and communications to the MTC



July 2024 – Summary of Monthly Statistics & Information

**Safety Summary**

- Bus Operations Division:
  - In June, there were several incidents involving buses:
    - Four vehicle accidents and two assaults; these incidents led to an elevated number of reportable injuries (16) for the month.
    - A bus sustained damage to the windows after a tractor trailer struck and pulled a cable into the path of the bus
    - One fatality reported for June; this incident occurred after a private vehicle was involved in a traffic accident with a motorcycle. A CATS bus was near the site of the accident and the motorcycle made contact with the bus after the accident with the private vehicle. Tragically, the individual operating the motorcycle died as a result of the accident.

**Ridership Summary**

- On-Time Performance Highlights:
  - In June, 80% of bus services were on time, 17% were late, and 3% were early.
- Ridership Highlights:
  - Total system ridership increased by 4.7% compared to June 2023.
    - Local bus routes: 9.7% increase
    - Local express: 6.3% decrease due to less service days
    - Regional express: 12% decrease due to less service days
    - Community circulator: 7.6% increase
    - Special Transportation service: 1% decrease
    - Vanpool: 6.9% decrease
    - Blue Line: 0.1% increase due to shut down
    - Gold Line: 11.8% decrease due to shut down
- Additional Highlights:
  - Rail services were shut down to perform routine maintenance on the 8th and 9th of June. With two less service days, Rail experienced only a 1.2% decrease in ridership for the month.
  - Despite the rail shutdown, the Blue & Gold Line experienced positive ridership trends consistent with previous months.
- Transit On-Time Performance for June:
  - Fixed Route Bus: 80%
  - Paratransit: 93.4%
  - Blue Line: 99.74%
  - Gold Line: 96.34%

**Sales Tax Report**

- April Receipts

**Communications Summary**

- Better Bus Community Meetings
- Incident at Parkwood Station
- Incident at Charlotte Transit Center

**Attachment**

- Final Financial Management Oversight Memo



Bus Operations Division

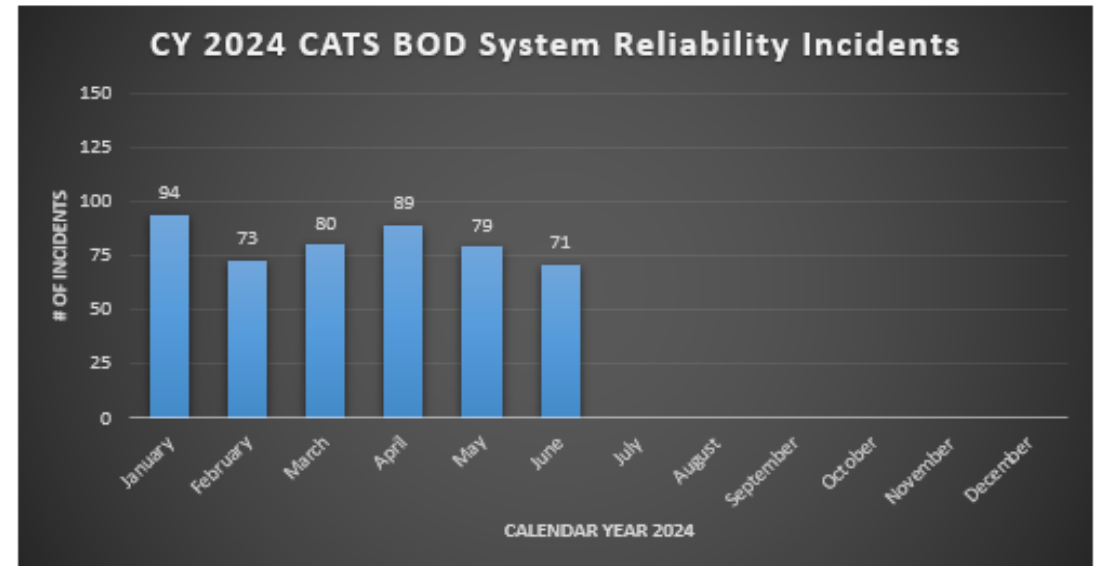
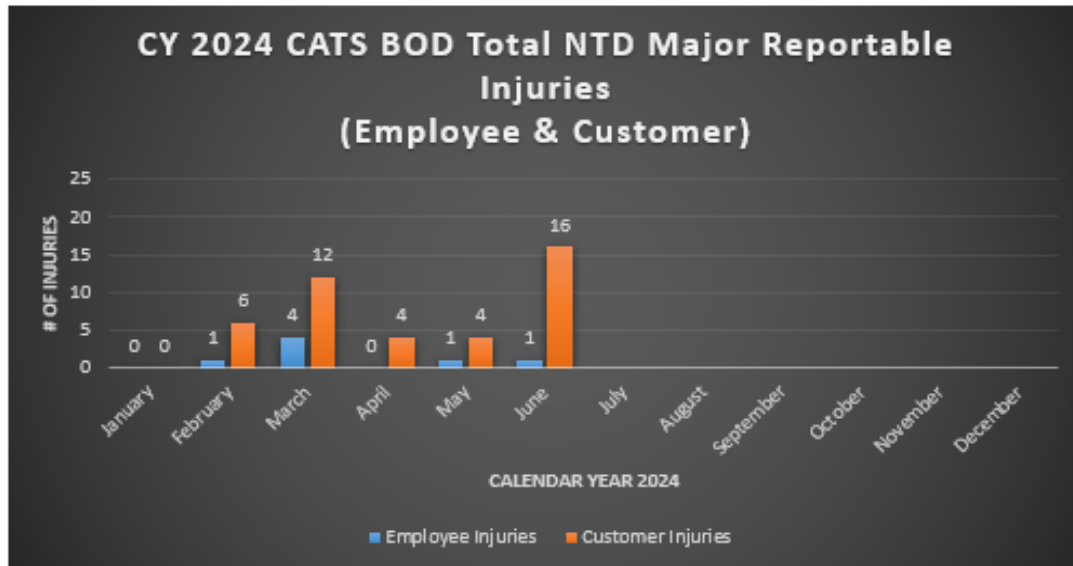
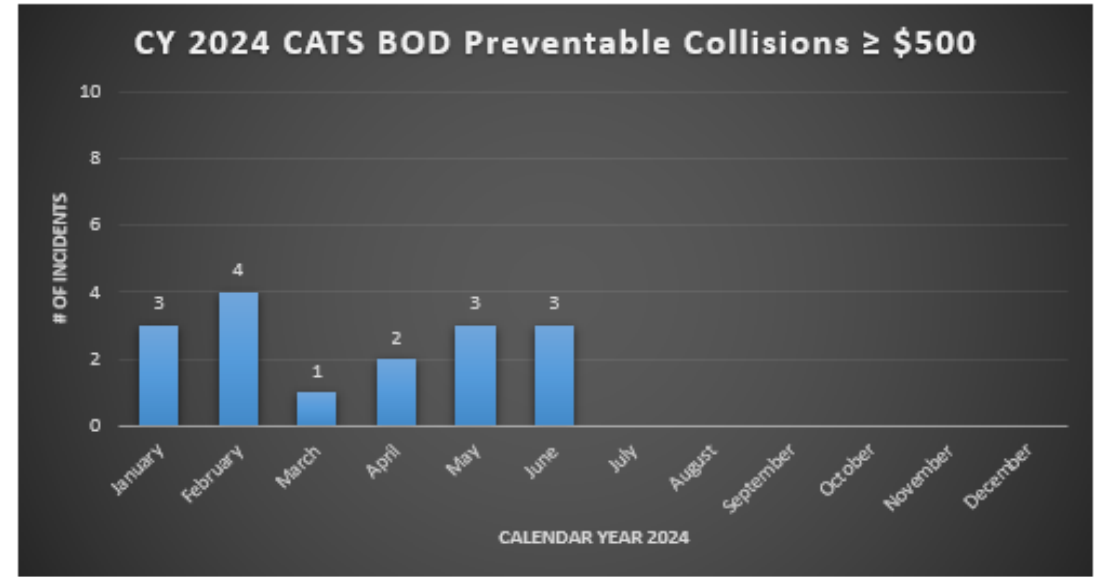
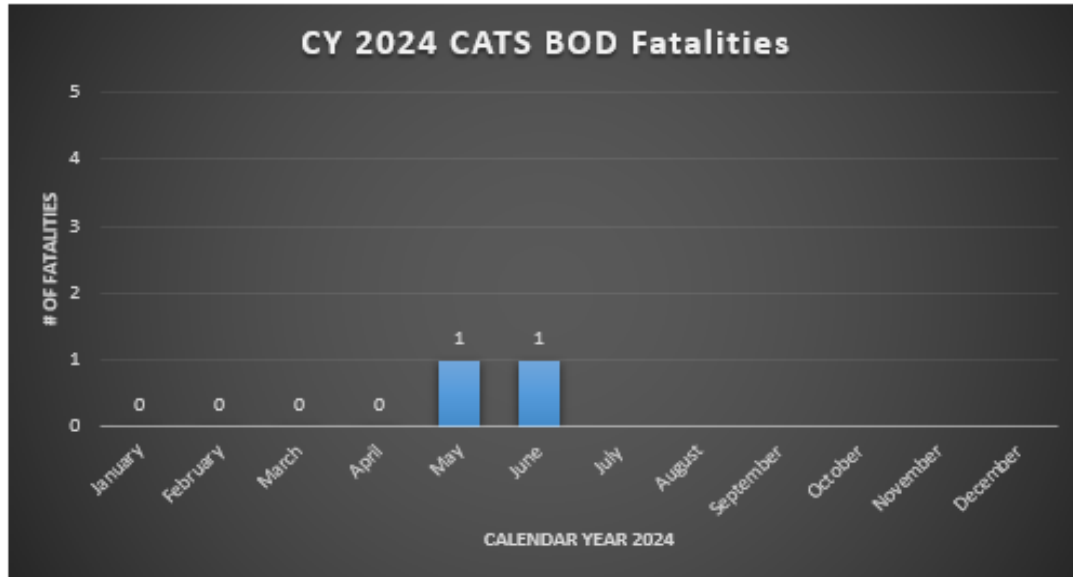
Fatality Incidents / Goal: 0 per 100K mi			
CY 2024	Incidents	Bus Total Miles	Rate
January	0	933,933	0.00
February	0	886,392	0.00
March	0	917,992	0.00
April	0	932,615	0.00
May	1	955,434	0.10
June	1	893,352	0.11
July			
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K mi				
CY 2024	Employee Injuries	Customer Injuries	Bus Total Miles	Rate
January	0	0	933,933	0.00
February	1	6	886,392	0.79
March	4	12	917,992	1.74
April	0	4	932,615	0.43
May	1	4	955,434	0.52
June	1	16	893,352	1.90
July				
August				
September				
October				
November				
December				

re enta le Collisions ith amage 00 oal 0. per 00 mi			
CY 2024	Incidents	Bus Total Miles	Rate
January	3	933,933	0.32
February	4	886,392	0.45
March	1	917,992	0.11
April	2	932,615	0.21
May	3	955,434	0.31
June	3	893,352	0.34
July			
August			
September			
October			
November			
December			

System Reliability / Goal: < 10 per 100K mi			
CY 2024	Incidents	Bus Total Miles	Rate
January	94	933,933	10.06
February	73	886,392	8.24
March	80	917,992	8.71
April	89	932,615	9.54
May	79	955,434	8.27
June	71	893,352	7.95
July			
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of total miles	X	100,000	=	Rate per 100,000 miles
--------------	---------------------------------	---	---------	---	------------------------





Special Transportation Service Division

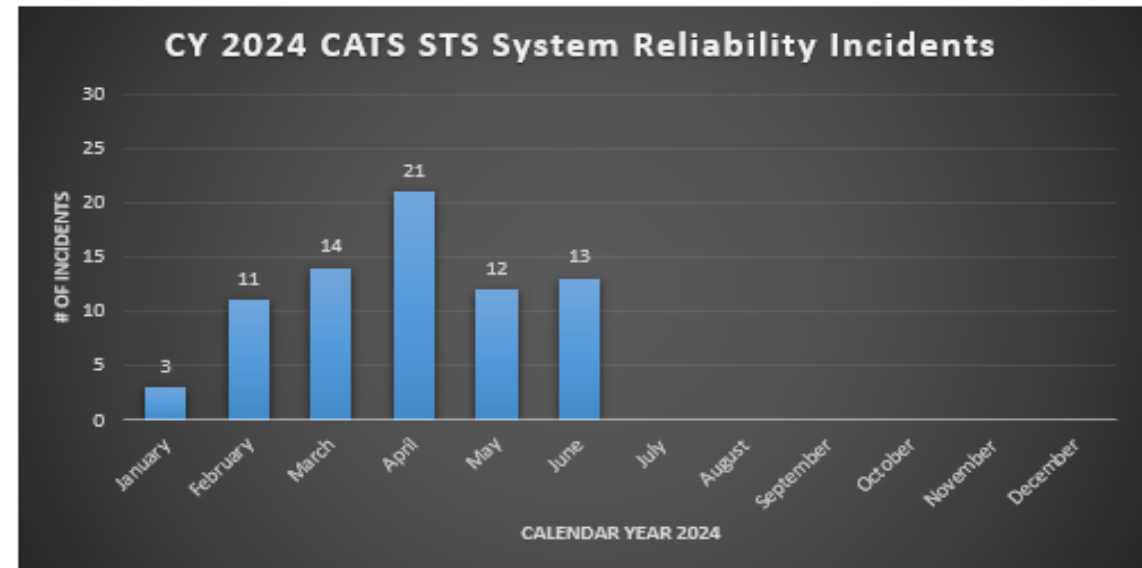
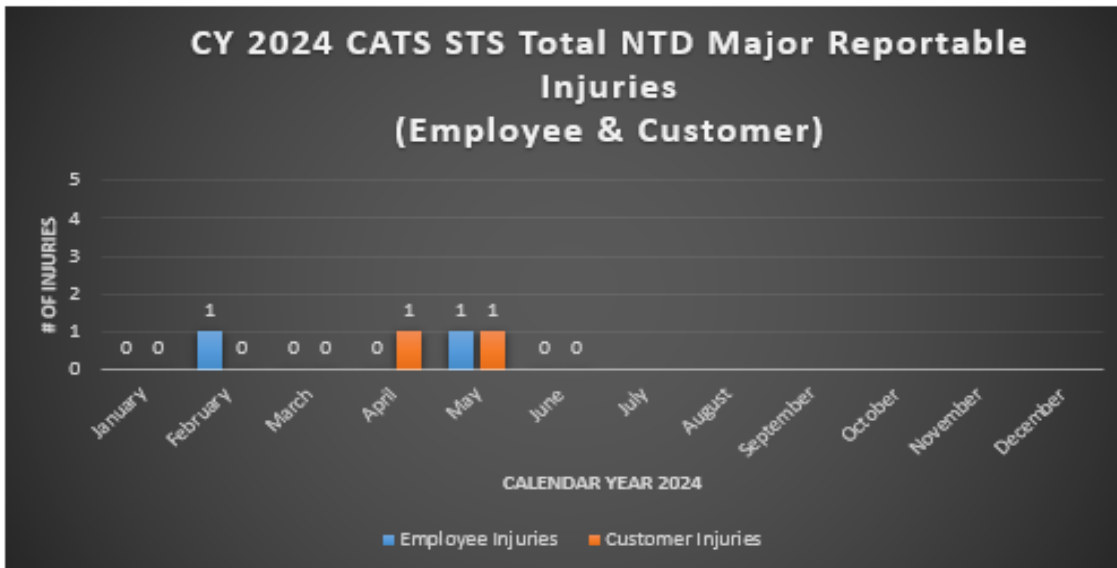
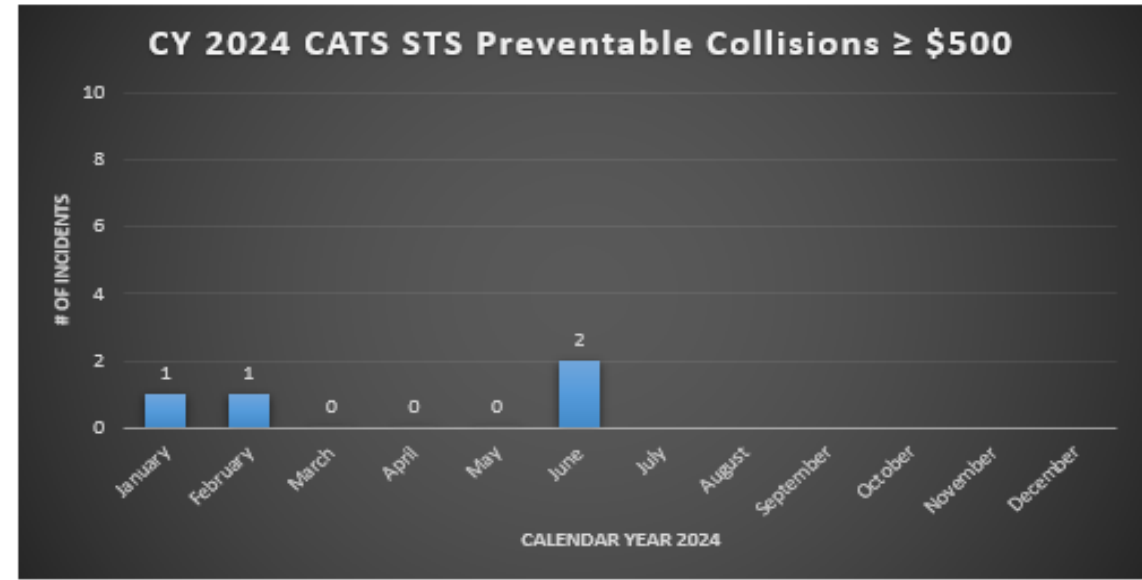
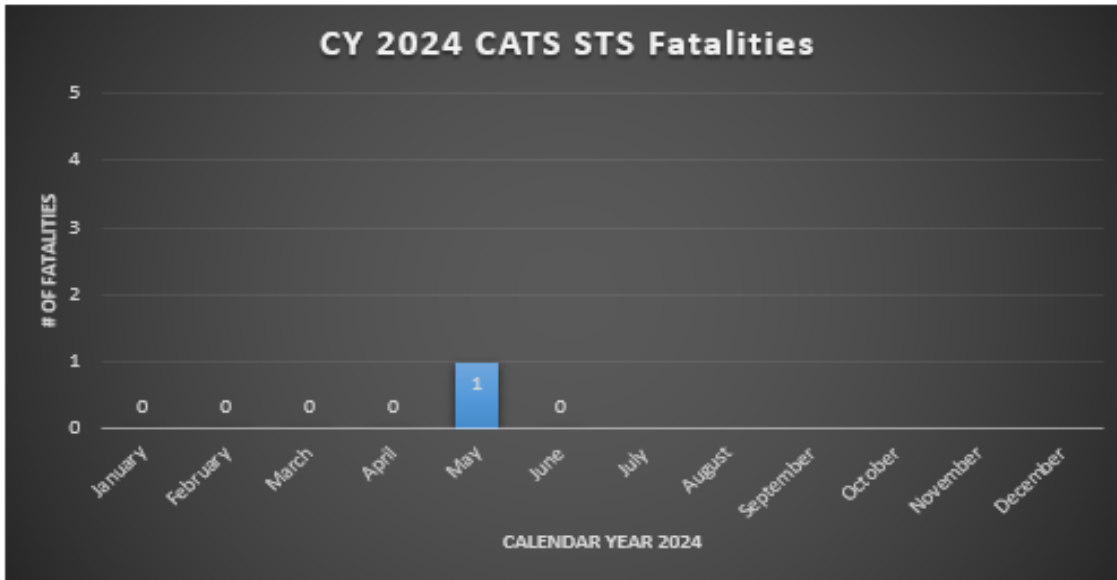
Fatality Incidents / Goal: 0 per 100K mi			
CY 2024	Incidents	STS Total Miles	Rate
January	0	175,972	0.00
February	0	171,340	0.00
March	0	181,547	0.00
April	0	190,594	0.00
May	1	195,033	0.51
June	0	180,204	0.00
July			
August			
September			
October			
November			
December			

re enta le Collisions ith amage 00 oal 0. per 00 mi			
CY 2024	Incidents	STS Total Miles	Rate
January	1	175,972	0.57
February	1	171,340	0.58
March	0	181,547	0.00
April	0	190,594	0.00
May	0	195,033	0.00
June	2	180,204	1.11
July			
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K mi				
CY 2024	Employee Injuries	Customer Injuries	STS Total Miles	Rate
January	0	0	175,972	0.00
February	1	0	171,340	0.58
March	0	0	181,547	0.00
April	0	1	190,594	0.52
May	1	1	195,033	1.03
June	0	0	180,204	0.00
July				
August				
September				
October				
November				
December				

System Reliability / Goal: < 10 per 100K mi			
CY 2024	Incidents	STS Total Miles	Rate
January	3	175,972	1.70
February	11	171,340	6.42
March	14	181,547	7.71
April	21	190,594	11.02
May	12	195,033	6.15
June	13	180,204	7.21
July			
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of total miles	X	100,000	=	Rate per 100,000 miles
--------------	---------------------------------	---	---------	---	------------------------





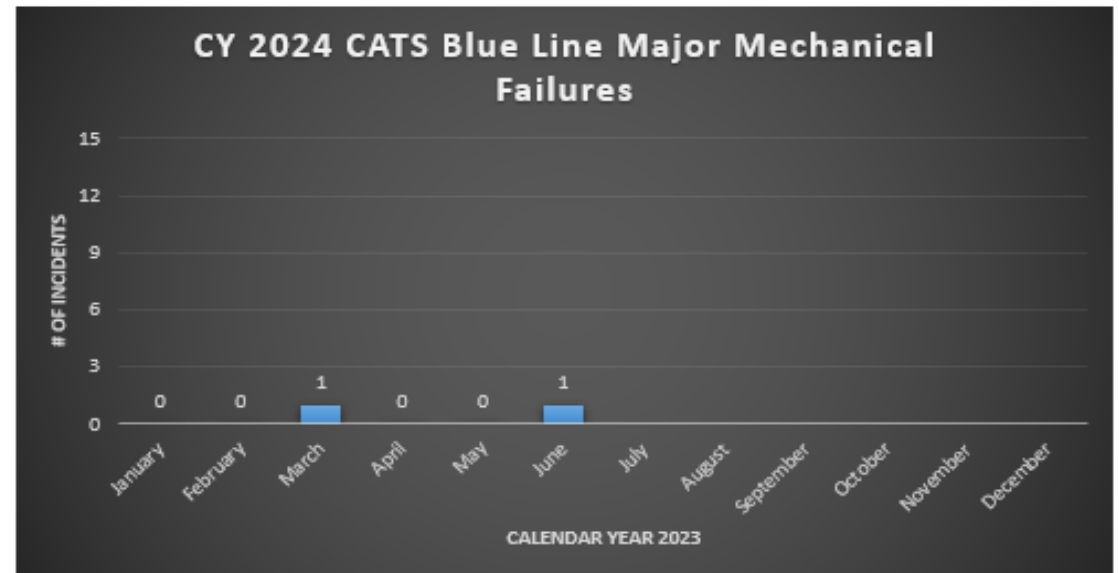
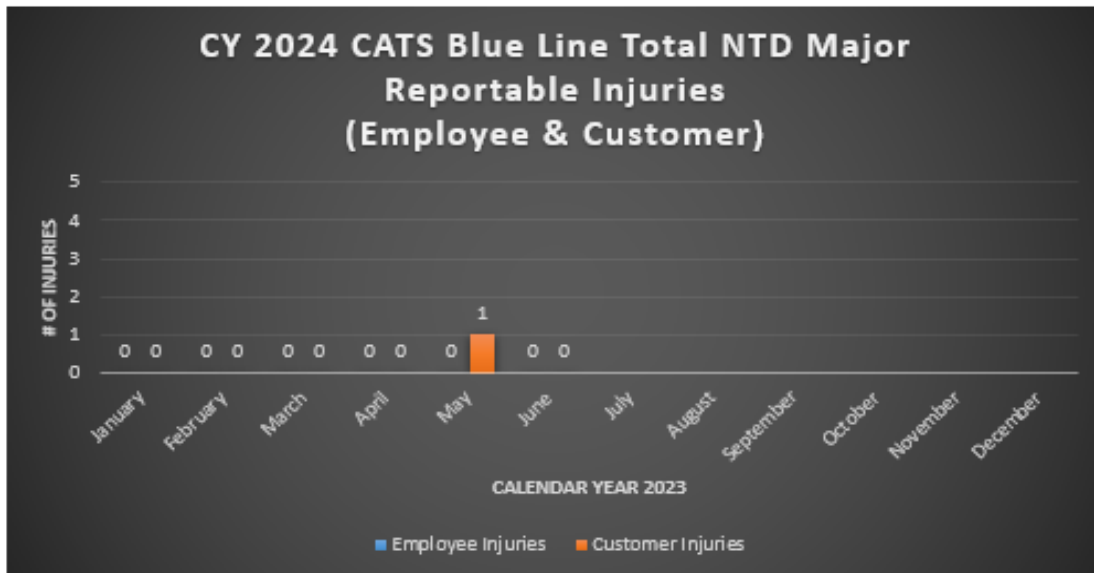
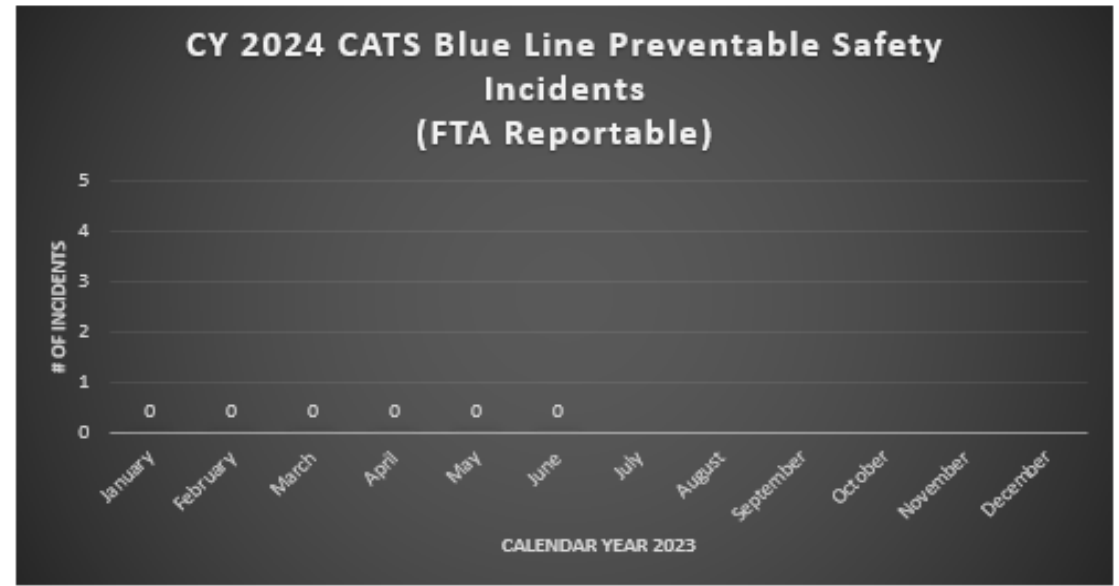
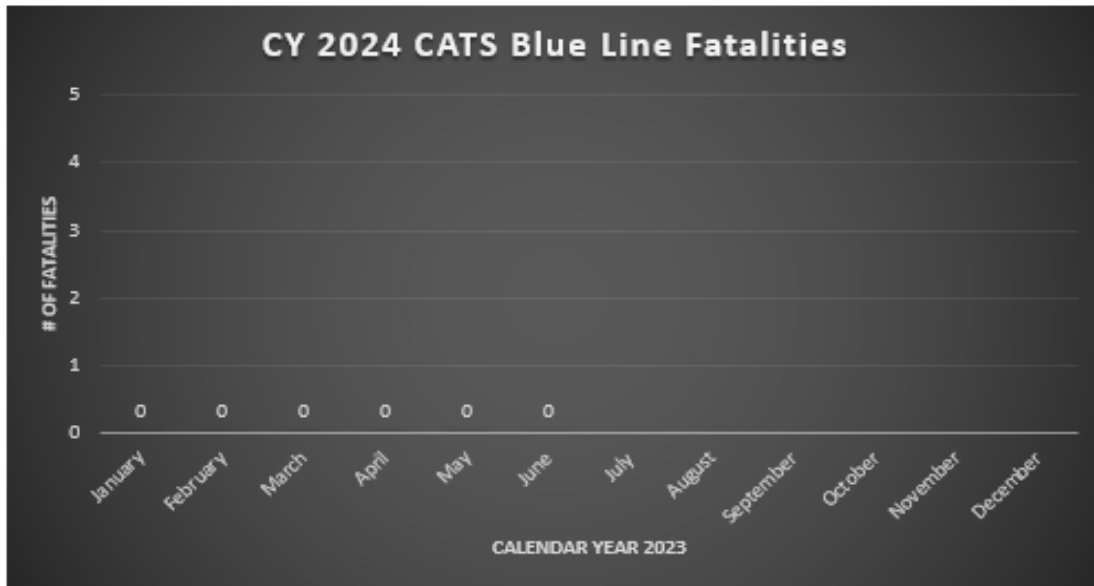
Fatality Incidents / Goal: 0 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	137,328	0.00
February	0	128,963	0.00
March	0	137,440	0.00
April	0	133,608	0.00
May	0	137,616	0.00
June	0	124,629	0.00
July			
August			
September			
October			
November			
December			

Preventable Safety Events (FTA Reportable) / Goal: 0.1 per Revenue Car 100K mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	137,328	0.00
February	0	128,963	0.00
March	0	137,440	0.00
April	0	133,608	0.00
May	0	137,616	0.00
June	0	124,629	0.00
July			
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K Revenue Car mi				
CY 2024	Employee Injuries	Customer Injuries	Total Car Revenue Miles	Rate
January	0	0	137,328	0.00
February	0	0	128,963	0.00
March	0	0	137,440	0.00
April	0	0	133,608	0.00
May	0	1	137,616	0.73
June	0	0	124,629	0.00
July				
August				
September				
October				
November				
December				

System Reliability (NCDOT Major Mechanical Failures) Goal: < 3 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	137,328	0.00
February	0	128,963	0.00
March	1	137,440	0.73
April	0	133,608	0.00
May	0	137,616	0.00
June	1	124,629	0.80
July			
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of revenue miles	X	100,000	=	Rate per 100,000 miles
--------------	-----------------------------------	---	---------	---	------------------------





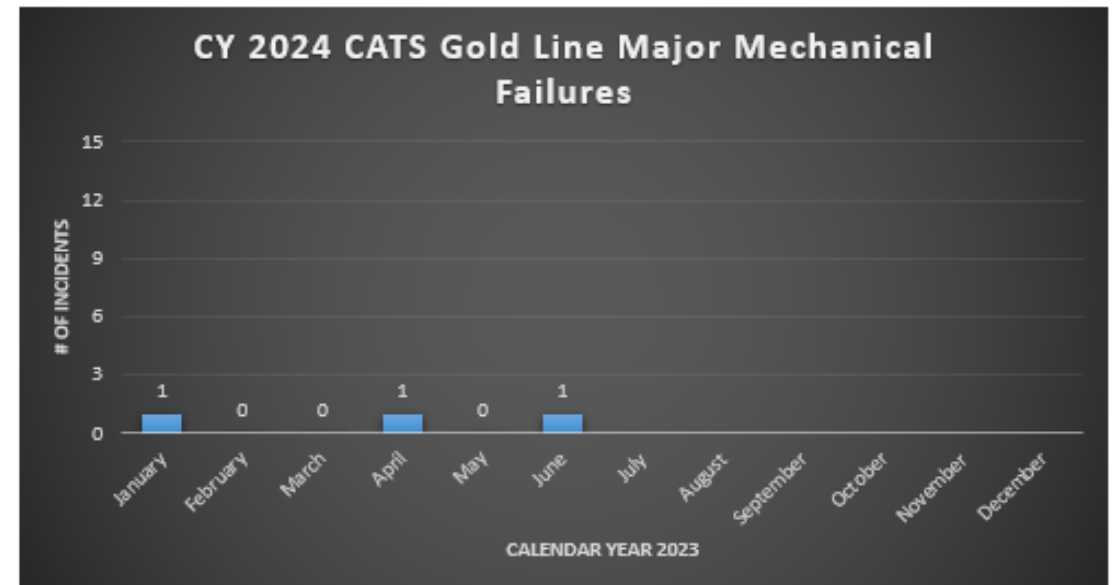
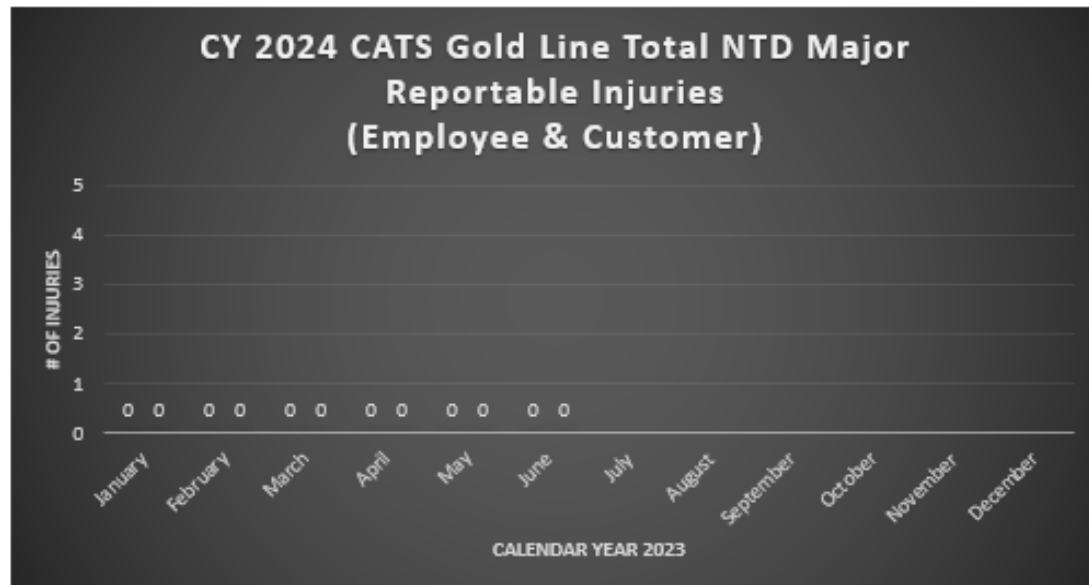
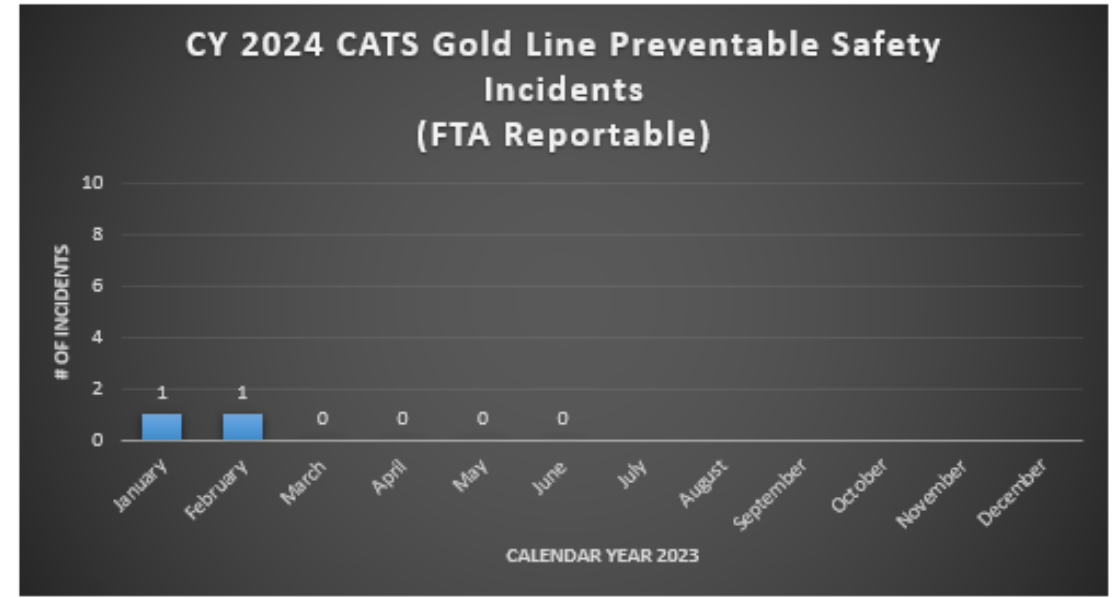
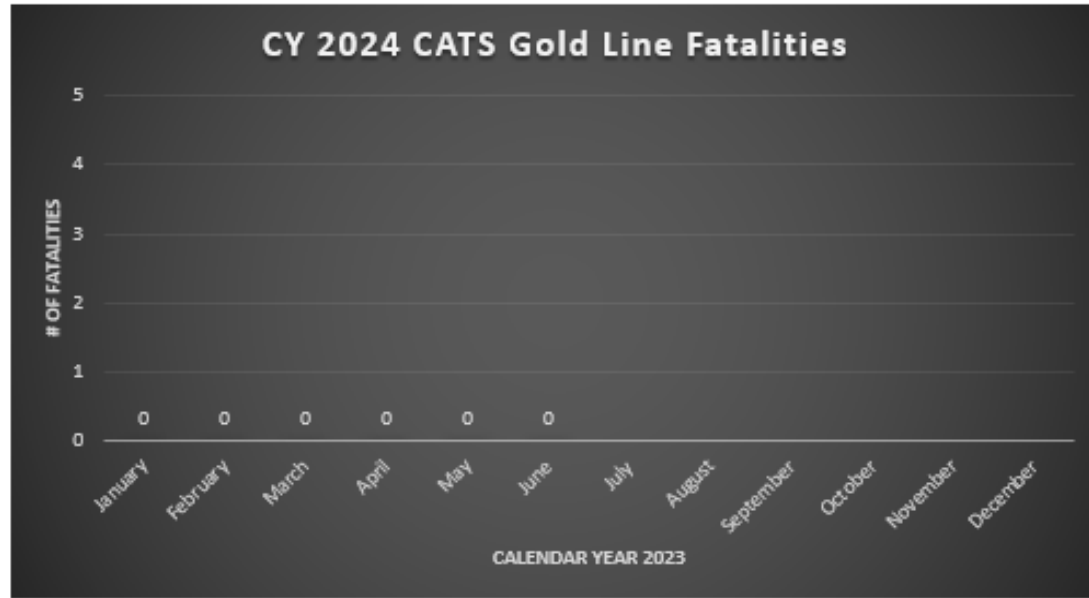
Fatality Incidents / Goal: 0 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	7,367	0.00
February	0	7,214	0.00
March	0	7,792	0.00
April	0	10,337	0.00
May	0	10,915	0.00
June	0	9,656	0.00
July			
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K Revenue Car mi				
CY 2024	Employee Injuries	Customer Injuries	Total Car Revenue Miles	Rate
January	0	0	7,367	0.00
February	0	0	7,214	0.00
March	0	0	7,792	0.00
April	0	0	10,337	0.00
May	0	0	10,915	0.00
June	0	0	9,656	0.00
July				
August				
September				
October				
November				
December				

Preventable Safety Events (FTA Reportable) / Goal: 0.1 per Revenue Car 100K mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	1	7,367	13.57
February	1	7,214	13.86
March	0	7,792	0.00
April	0	10,337	0.00
May	0	10,915	0.00
June	0	9,656	0.00
July			
August			
September			
October			
November			
December			

System Reliability (NCDOT Major Mechanical Failures) Goal: < 3 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	1	7,367	0.41
February	0	7,214	0.00
March	0	7,792	0.00
April	1	10,337	0.29
May	0	10,915	0.00
June	1	9,656	0.31
July			
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of revenue miles	X	100,000	=	Rate per 100,000 miles
--------------	-----------------------------------	---	---------	---	------------------------



# June 2024 On-Time Performance & Ridership Reports

## On-Time Performance Highlights

- ▶ During the month of June, 80% of bus service was on time. 17% of bus services were late and 3% early.

## Ridership Highlights

- During the month of June, CATS saw an increase in System ridership of 4.7% from June of 2023.
- Local bus routes saw an increase in ridership of 9.7%.
- Both Local & Regional Express Routes saw a decline in June due to less service days than June of 2023.
- Local & Regional Express Routes saw an annual increase in ridership of 14% & 4% in FY 24 when compared to FY 23.
- Community Circulator Routes increased in ridership by 7.6%.

## Additional Highlights – Rail Ridership

- Rail services were shut down to perform routine maintenance on the 8<sup>th</sup> and 9<sup>th</sup> of June. With two less service days, Rail experienced only a 1.2% decrease in ridership for the month.
- Despite the rail shutdown, the Blue & Gold Line experienced positive ridership trends consistent with previous months.

Metropolitan Transit Commission  
Charlotte Area Transit System Ridership Report  
Jun-24

Source:

Fixed Route Bus - Automatic Passenger Counts

Rail - Automatic Passenger Counts

Average Daily Ridership

Mode / Service	Jun-24	Jun-23	Percent Increase / Decrease	Weekday	Saturday	Sunday
<b>Local</b>						
BOD Local	735,677	670,442	9.7%	25,303	20,339	14,495
<b>Subtotal</b>	<b>735,677</b>	<b>670,442</b>	<b>9.7%</b>	<b>25,303</b>	<b>20,339</b>	<b>14,495</b>
<b>Local Express</b>						
Arboretum Express	1,405	1,204	17%	64	-	-
Harrisburg Road Express	1,222	1,280	-4.6%	56	-	-
Northcross Express	3,314	3,729	-11.1%	151	-	-
Idlewild Express	951	1,076	-11.6%	43	-	-
Independence Blvd Express	2,114	2,273	-7.0%	96	-	-
Lawyers Road Express	1,258	1,492	-15.7%	57	-	-
Steele Creek Express	661	522	27%	30	-	-
Northlake Express	2,545	2,595	-1.9%	116	-	-
North Mecklenburg Express	5,604	5,757	-2.7%	255	-	-
Huntersville Express	3,282	3,811	-13.9%	149	-	-
Rea Road Express	1,047	1,289	-18.8%	48	-	-
Mountain Island Express	391	380	3%	18	-	-
Huntersville Greenhouse	160	153	4.3%	7	-	-
<b>Subtotal</b>	<b>23,952</b>	<b>25,561</b>	<b>-6.3%</b>	<b>1,089</b>	<b>-</b>	<b>-</b>
<b>Regional Express</b>						
Gastonia Express	923	1,321	-30.1%	42	-	-
Rock Hill Express	1,158	1,047	10.6%	53	-	-
Union County Express	909	1,029	-11.7%	41	-	-

<b>Subtotal</b>	2,991	3,397	<b>-12.0%</b>	136	-	-
<b>Community Circulator</b>						
Neighborhood Shuttles	22,239	21,315	<b>4.3%</b>	756	663	291
Eastland Neighborhood Shuttle	12,861	11,521	<b>11.6%</b>	413	419	335
Pineville-Matthews Road	2,143	2,267	<b>-5.5%</b>	80	76	-
Village Rider	7,576	6,531	<b>16.0%</b>	259	222	152
<b>Subtotal</b>	<b>44,818</b>	<b>41,634</b>	<b>7.6%</b>	<b>1,509</b>	<b>1,321</b>	<b>778</b>
<b>Human Services Transportation</b>						
Special Transportation Services	15,234	15,389	<b>-1.0%</b>	662	307	215
<b>Subtotal</b>	<b>15,234</b>	<b>15,389</b>	<b>-1.0%</b>	<b>662</b>	<b>307</b>	<b>215</b>
<b>Rideshare Services</b>						
Vanpool	3,366	3,617	<b>-6.9%</b>	149	33	45
<b>Subtotal</b>	<b>3,366</b>	<b>3,617</b>	<b>-6.9%</b>	<b>149</b>	<b>33</b>	<b>45</b>
<b>Rail</b>						
LYNX Blue Line	471,409	471,133	<b>0.1%</b>	18,476	15,838	9,634
CityLynx Gold Line	47,338	53,655	<b>-11.8%</b>	1,891	1,321	1,058
<b>Subtotal</b>	<b>518,747</b>	<b>524,788</b>	<b>-1.2%</b>	<b>20,367</b>	<b>17,159</b>	<b>10,692</b>
<b>Total</b>	<b>1,344,785</b>	<b>1,284,828</b>	<b>4.7%</b>	<b>49,214</b>	<b>39,159</b>	<b>26,224</b>

**Metropolitan Transit Commission  
Charlotte Area Transit System Ridership Report**

**Jun-24**

**Source:**

**Fixed Route Bus - GFI Data**

**Rail - Automatic Passenger Counts**

Mode / Service	Percent			YTD	YTD	Percent		Avg Daily Ridership per Month		
	Jun-24	Jun-23	Increase/Decrease	FY 2024	FY 2023	Increase/Decrease	WeekDay	Saturday	Sunday	
<b>Local</b>										
BOD Local	579,754	550,303	5.35%	6,923,341	5,710,731	21.23%	22,005	16,361	11,574	
<b>Subtotal</b>	<b>579,754</b>	<b>550,303</b>	<b>5.35%</b>	<b>6,923,341</b>	<b>5,710,731</b>	<b>21.23%</b>	<b>22,005</b>	<b>16,361</b>	<b>11,574</b>	
<b>Local Express</b>										
Arboretum Express	1,171	1,012	15.71%	12,429	4,851	156.22%	59	-	-	
Harrisburg Road Express	970	958	1.25%	13,359	10,926	22.27%	49	-	-	
Northcross Express	2,306	2,472	-6.72%	32,781	28,573	14.73%	115	-	-	
Idlewild Road Express	684	923	-25.89%	9,731	9,196	5.82%	34	-	-	
Independence Blvd Express	1,478	1,456	1.51%	24,546	19,823	23.83%	74	-	-	
Lawyers Road Express	934	1,100	-15.09%	14,581	10,109	44.24%	47	-	-	
Mountain Island Express	256	187	36.9%	3,558	894	297.99%	13	-	-	
Northlake Express	1,149	1,667	-31.07%	21,790	18,782	16.02%	57	-	-	
North Mecklenburg Express	4,634	3,484	33.01%	50,407	39,340	28.13%	232	-	-	
Huntersville Express	2,905	3,064	-5.19%	35,407	32,730	8.18%	145	-	-	
Rea Road Express	769	1,066	-27.86%	14,208	12,817	10.85%	38	-	-	
Steele Creek Express	524	273	91.94%	5,742	1,685	240.77%	26	-	-	
Huntersville Greenhouse Express	60	119	-49.58%	1,424	1,202	18.47%	3	-	-	
<b>Subtotal</b>	<b>17,840</b>	<b>17,781</b>	<b>0.33%</b>	<b>239,963</b>	<b>190,928</b>	<b>25.68%</b>	<b>892</b>	<b>-</b>	<b>-</b>	
<b>Regional Express</b>										
Gastonia Express	703	841	-16.41%	10,866	8,469	28.3%	35	-	-	
Rock Hill Express	924	669	38.12%	12,180	7,722	57.73%	46	-	-	
Union County Express	739	685	7.88%	9,458	8,064	17.29%	35	-	6	
<b>Subtotal</b>	<b>2,366</b>	<b>2,195</b>	<b>7.79%</b>	<b>32,504</b>	<b>24,255</b>	<b>34.01%</b>	<b>116</b>	<b>-</b>	<b>6</b>	

**Metropolitan Transit Commission**  
**Charlotte Area Transit System Ridership Report**  
**Jun-24**

**Community Circulator**

Neighborhood Shuttles	16,999	16,708	1.74%	198,282	178,790	10.9%	635	486	373
Eastland Neighborhood Shuttle	10,544	9,109	15.75%	113,168	101,866	11.09%	370	377	255
Pineville-Matthews Road	1,427	1,627	-12.29%	23,161	19,985	15.89%	61	42	-
Village Rider	4,723	3,844	22.87%	55,157	45,952	20.03%	183	136	77
<b>Subtotal</b>	<b>33,693</b>	<b>31,288</b>	<b>7.69%</b>	<b>389,768</b>	<b>346,593</b>	<b>12.46%</b>	<b>1,249</b>	<b>1,041</b>	<b>705</b>

**Human Services Transportation**

Special Transportation Services	15,234	15,389	-1.01%	185,196	186,930	-0.93%	632	302	218
DSS	-	1,846	n/a	5,589	12,837	-56.46%	-	-	-
<b>Subtotal</b>	<b>15,234</b>	<b>17,235</b>	<b>-11.61%</b>	<b>190,785</b>	<b>199,767</b>	<b>-4.5%</b>	<b>632</b>	<b>302</b>	<b>218</b>

**Rideshare Services**

Vanpool	3,366	3,617	-6.9%	42,781	45,787	-6.57%	-	-	-
<b>Subtotal</b>	<b>3,366</b>	<b>3,617</b>	<b>-6.9%</b>	<b>42,781</b>	<b>45,787</b>	<b>-6.57%</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Rail**

LYNX Blue Line	471,409	471,133	0.06%	5,822,220	5,132,075	13.45%	18,476	15,838	9,634
CityLynx Gold Line	47,338	53,655	-11.77%	572,885	604,270	-5.19%	1,891	1,321	1,058
<b>Subtotal</b>	<b>518,747</b>	<b>524,788</b>	<b>-1.15%</b>	<b>6,395,105</b>	<b>5,736,345</b>	<b>11.48%</b>	<b>20,367</b>	<b>17,159</b>	<b>10,692</b>

<b>Total</b>	<b>1,167,634</b>	<b>1,147,207</b>	<b>1.78%</b>	<b>14,210,881</b>	<b>12,254,406</b>	<b>15.97%</b>	<b>45,261</b>	<b>34,863</b>	<b>23,195</b>
--------------	------------------	------------------	--------------	-------------------	-------------------	---------------	---------------	---------------	---------------

# July CATS Sales Tax Report FY2024

## April Receipts

### Sales Tax Collections and Distribution – April 2024

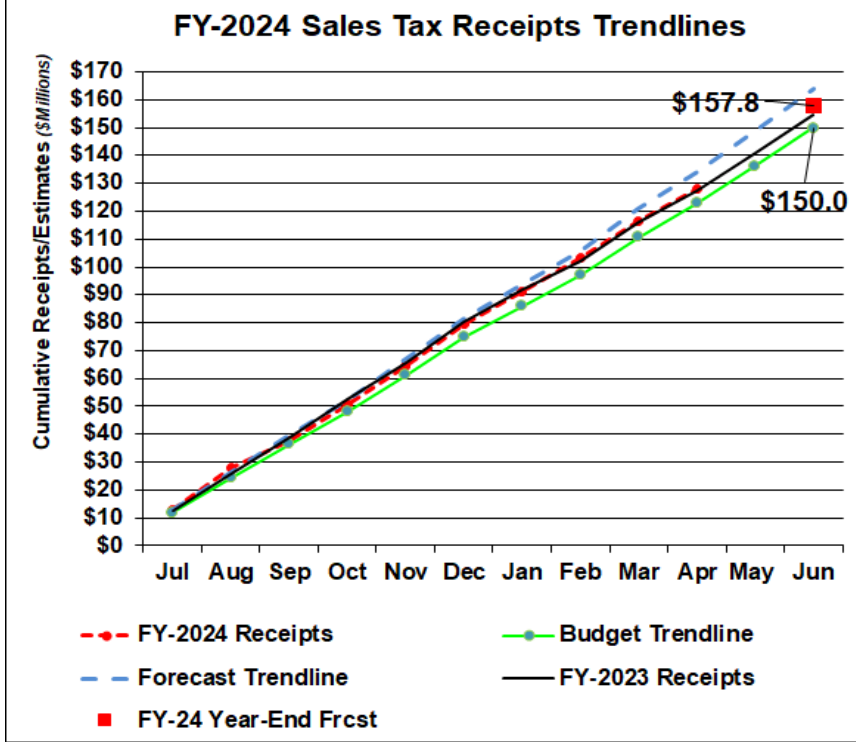
- The April 2024 receipts of \$11,919,582 were \$410,418 (-3.3%) below budget target for the month
- The April 2024 receipts were \$1,540,668 (-11.4%) below forecast for the month
- The April 2024 receipts were \$739,018 (6.6%) above April of 2023

### Sales Tax Budget Data

- FY2024 sales tax budget is \$150,000,000
- The FY24 model forecasts year-end receipts of \$157,790,210 is \$7,790,210 (5.19%) above the FY-2024 budget target of \$150,000,000.
- FY2023 actual sales tax was \$154,638,512

### Local Government Sales and Use Tax Distribution

- Source: North Carolina Department of Revenue Sales & Use Distribution Report for the month April 30, 2024
- Published by NC Secretary of Revenue on July 10, 2024, with actual receipts through April 30, 2024
- CATS sales tax report only includes Mecklenburg County Article 43 sales tax



### FY2024 Budget Sales Tax Receipts (Actuals and Forecasts)

Jurisdiction	Population	% of Total	Jul 23 Actuals	Aug 23 Actuals	Sep 23 Actuals	Oct 23 Actuals	Nov 23 Actuals	Dec 23 Actuals	Jan 24 Forecasts	Feb 24 Forecasts	Mar 24 Forecasts	April 24 Forecasts	May 24 Forecasts	Jun 24 Forecasts	Total
Charlotte	894,866	40.4%	\$ 5,265,617	\$ 5,967,516	\$ 3,941,722	\$ 5,313,842	\$ 5,442,840	\$ 6,113,414	\$ 4,694,634	\$ 4,865,855	\$ 5,369,573	\$ 4,811,188	\$ 5,836,243	\$ 6,067,577	\$ 63,690,021
Cornelius	31,872	1.4%	\$ 187,543	212,542	140,390	189,260	193,855	217,738	167,206	173,305	191,245	171,358	207,867	216,106	2,268,416
Davidson	15,066	0.7%	\$ 88,652	100,469	66,363	89,464	91,636	102,926	79,039	81,922	90,402	81,001	98,259	102,154	1,072,288
Huntersville	63,355	2.9%	\$ 372,797	422,490	279,067	376,211	385,344	432,819	332,372	344,494	380,157	340,624	413,196	429,574	4,509,146
Matthews	30,156	1.4%	\$ 177,445	201,099	132,832	179,071	183,418	206,015	158,204	163,974	180,949	162,132	196,675	204,471	2,146,284
Mint Hill	26,971	1.2%	\$ 158,704	179,859	118,802	160,158	164,046	184,257	141,495	146,655	161,837	145,008	175,903	182,875	1,919,599
Pineville	10,931	0.5%	\$ 64,321	72,895	48,149	64,910	66,486	74,677	57,346	59,438	65,591	58,770	71,291	74,117	777,989
Stallings	393	0.0%	\$ 2,313	2,621	1,731	2,334	2,390	2,685	2,062	2,137	2,358	2,113	2,563	2,665	27,971
Weddington	5	0.0%	\$ 29	33	22	30	30	34	26	27	30	27	33	34	356
Meck. County	1,143,390	51.6%	\$ 6,727,994	7,624,827	5,036,425	6,789,612	6,954,437	7,811,244	5,998,438	6,217,210	6,860,822	6,147,361	7,457,096	7,752,677	81,378,142
<b>Total</b>	<b>2,217,005</b>	<b>100.0%</b>	<b>\$ 13,045,415</b>	<b>\$ 14,784,351</b>	<b>\$ 9,765,503</b>	<b>\$ 13,164,891</b>	<b>\$ 13,484,481</b>	<b>\$ 15,145,809</b>	<b>\$ 11,630,823</b>	<b>\$ 12,055,016</b>	<b>\$ 13,302,965</b>	<b>\$ 11,919,582</b>	<b>\$ 14,459,125</b>	<b>\$ 15,032,250</b>	<b>\$ 157,790,210</b>

YTD Budget \$ 150,000,000  
Variance (YTD) \$ 7,790,210

\*Table is consistent with North Carolina General Statute § 105-507.3. Distribution and Use of Taxes

### FY-2024 Budget Sales Taxes Receipts Year-over-Year Comparison

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD Total
Year-over-Year Comparison (FY2024 over FY2023)	2.8%	14.8%	-27.8%	-0.9%	2.5%	3.4%	13.8%	45.0%	-0.4%	4.8%	11.8%	15.2%	13.3%
FY2024 Budget Target	\$ 11,940,000	\$ 12,360,000	\$ 12,150,000	\$ 11,565,000	\$ 13,140,000	\$ 13,665,000	\$ 11,085,000	\$ 11,115,000	\$ 13,635,000	\$ 12,330,000	\$ 13,245,000	\$ 13,770,000	\$ 150,000,000
% of FY2024 Budget Achieved	8.7%	18.6%	25.1%	33.8%	42.8%	52.9%	60.7%	68.7%	77.6%	85.5%	95.2%	105.2%	105.2%

### FY2019 - FY2023 Sales Tax Receipts

Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
FY2023	\$ 12,687,115	\$ 12,882,613	\$ 13,528,146	\$ 13,283,060	\$ 13,151,617	\$ 14,644,501	\$ 11,902,754	\$ 9,995,757	\$ 14,159,184	\$ 11,180,564	\$ 13,440,164	\$ 13,783,037	\$ 154,638,512
FY2022	\$ 11,298,388	\$ 10,659,682	\$ 11,073,183	\$ 11,342,634	\$ 12,115,265	\$ 13,501,568	\$ 10,221,788	\$ 8,315,108	\$ 13,351,825	\$ 11,369,039	\$ 12,932,254	\$ 13,044,834	\$ 139,225,568
FY2021	\$ 8,921,474	\$ 9,466,946	\$ 9,245,058	\$ 9,317,741	\$ 9,964,913	\$ 11,402,907	\$ 9,134,772	\$ 6,785,996	\$ 11,253,531	\$ 10,287,447	\$ 8,942,957	\$ 11,945,450	\$ 116,669,192
FY2020	\$ 9,683,570	\$ 9,787,973	\$ 8,671,558	\$ 9,890,136	\$ 9,858,570	\$ 9,800,116	\$ 8,278,036	\$ 8,276,547	\$ 8,735,473	\$ 7,635,380	\$ 6,997,727	\$ 9,833,896	\$ 107,778,982
FY2019	\$ 7,708,503	\$ 9,621,386	\$ 9,103,726	\$ 8,067,019	\$ 9,425,129	\$ 8,906,774	\$ 8,195,787	\$ 7,918,012	\$ 10,155,891	\$ 9,880,419	\$ 9,435,500	\$ 9,117,052	\$ 107,535,197

**From:** [Kunze, Emily](#)  
**Subject:** Better Bus Community Meetings  
**Date:** Tuesday, July 2, 2024 2:59:35 PM  
**Attachments:** [image001.png](#)

---

Good Afternoon MTC Members,

I hope everyone is well. Since there are no MTC meetings in June and July, we wanted to make you aware of the upcoming Better Bus Project Community Meetings occurring July 11<sup>th</sup> through July 18<sup>th</sup>. This meeting series is part of an ongoing community engagement effort to gather feedback for the project. The Better Bus project is an initiative aimed at enhancing the public transit experience for riders across the greater Charlotte region.

We will continue to make you aware of more meetings and events as they are scheduled. You can find more details about meeting times and locations on our website: <https://www.charlottenc.gov/CATS/News/July-Community-Meetings-for-Better-Bus>.

If you have questions, please contact Jason Lawrence at [jason.lawrence@charlottenc.gov](mailto:jason.lawrence@charlottenc.gov).

Thanks,

**Emily A. Kunze**

*Administrative & Executive Support Manager*

Charlotte Area Transit System

600 East 4th Street | 14th Floor, Suite 1482B | Charlotte, NC 28202

(980) 264-9301 | [Emily.Kunze@charlottenc.gov](mailto:Emily.Kunze@charlottenc.gov) | [charlottenc.gov](http://charlottenc.gov)

 CITY of CHARLOTTE

[www.ridetransit.org](http://www.ridetransit.org)

**From:** [Baldeck, Brett](#)  
**Subject:** Incident at CATS Parkwood Station  
**Date:** Tuesday, July 16, 2024 5:59:23 PM  
**Importance:** High

---

Good evening MTC members,

We wanted to make you aware of an incident along the Blue Line that will appear in the media this evening. On Monday afternoon, CMPD responded to a robbery at Parkwood Station in the Optimist Park neighborhood. With the help of a quick thinking Good Samaritan, responding officers were able to apprehend the suspect. A police report was filed and CMPD is now handling the investigation. We thank the vigilant citizen and CMPD officers for their quick work in bringing this situation to a peaceful end.

CATS encourages all riders and citizens to use the CATS-Pass App or 911 to immediately report suspicious activity. CATS works closely with CMPD by using a layered approach to secure the system, which includes our own contracted security personnel patrolling the system as well as uniformed CMPD officers.

Safety remains our top priority and we value our continued close working relationship with local law enforcement.

**Brett Baldeck**

*Communications Manager*

**Charlotte Area Transit System**

Mobile **(980) 214-0883** | CATS Media Line **(980) 722-0311**

600 East 4th Street | Charlotte, NC 28202

**Connect with CATS:** [Website](#) | [Facebook](#) | [X](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#) | [Flickr](#)

**From:** [Baldeck, Brett](#)  
**Subject:** Recent Incident at the CTC  
**Date:** Friday, July 19, 2024 1:40:56 PM  
**Importance:** High

---

Good afternoon MTC members,

We wanted to share with you an incident that occurred at the CTC which speaks to the mental health crisis currently facing our community and the nation. On Sunday, July 14 at approximately 12:38 a.m. an individual was observed on security footage crawling beneath the rear of a bus as it was about to depart from a bay. The bus operator, unaware anyone was under the rear of the bus, departed the CTC as scheduled. Unfortunately, the individual was struck by the rear tire of the bus. MEDIC and CMPD responded to the scene, where the victim was pronounced deceased.

CMPD immediately launched a full investigation. The bus operator cooperated with authorities during this process. It was determined by CMPD that this incident was a suicide. Our thoughts are with the family of the victim as well as the bus operator who was unknowingly involved in this incident.

At this time, CATS is taking a proactive approach and speaking with our partners at the Federal Transit Administration in hopes of learning best practices to inform and educate our riders on how to receive help if they are experiencing a mental health crisis.

**Brett Baldeck**

*Communications Manager*

**Charlotte Area Transit System**

Mobile **(980) 214-0883** | CATS Media Line **(980) 722-0311**

600 East 4th Street | Charlotte, NC 28202

**Connect with CATS:** [Website](#) | [Facebook](#) | [X](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#) | [Flickr](#)



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IV  
Alabama, Florida, Georgia,  
Kentucky, Mississippi,  
North Carolina, Puerto  
Rico, South Carolina,  
Tennessee, Virgin Islands

230 Peachtree St., N.W.,  
Suite 1400  
Atlanta, GA 30303  
404-865-5600  
404-865-5605 (fax)

June 12, 2024

Mr. Brent Cagle  
Interim Chief Executive Officer  
Charlotte Area Transit System  
City of Charlotte  
600 East Fourth Street  
Charlotte, NC 28202

Re: Financial Management Oversight Full Scope Systems Review Final Report

Dear Mr. Cagle,

The Financial Management Oversight (FMO) Full Scope Systems Review (FSSR) Final Report for the Charlotte Area Transit System (CATS) is attached for your records and action. The review was performed by the Federal Transit Administration's (FTA) Financial Management Oversight Contractor (FMOC) Saggar & Rosenberg, P.C. (S&R) with Deva & Associates, P.C. (D&A) as a subcontractor.

The report incorporates CATS' responses to the material weaknesses and/or significant deficiencies included in the report and the reviewer's comment on the adequacy of the proposed corrective action.

If you have any further comments or questions regarding this report, please contact Ms. Rhonda King at 404-865-5620 or rhonda.king@dot.gov.

Sincerely,

Yvette G. Taylor, Ph.D.  
Regional Administrator

Attachment

cc: Saggar & Rosenberg, P.C.



August 2024 - Summary of Monthly Statistics & Information

**Safety Summary**

- Bus Operations Division:
  - In July, there were three vehicle accidents and one fatality. This tragic incident involved loss of life at the Charlotte Transit Center (CTC).
- STS/Paratransit Division:
  - In July, there was one incident involving an STS/Paratransit vehicle sideswiping a parked vehicle. No injuries were reported.
  - There were four passenger injuries in July due to slip and falls that occurred as passengers were walking to and from their residences.
- Rail Division:
  - There were no incidents reported in July.

**Ridership Summary**

- On-Time Performance Highlights:
  - In July, 83% of bus services were on time, 14% were late, and 3% early.
- Ridership Highlights:
  - Total system ridership increased by 11.6% compared to June 2023.
    - Local bus routes: 13.9% increase
    - Local express: 16.7% increase
    - Regional express: 11.9% increase
    - Community circulator: 7.8% increase
    - Special Transportation service: 7.1% increase
    - Vanpool: 3.9% decrease
    - Blue Line: 9.3% increase
    - Gold Line: 8.7% increase
- Additional Highlights:
  - On Wednesday, July 10<sup>th</sup>, the City of Charlotte hosted the COPA America 2024 Semifinals at Bank of America Stadium. The Blue Line served approximately 26,000 riders throughout the day of the event.
  - Blue Line ridership exceeded 20,000 passengers seven additional times throughout the month. All of which occurred on Tuesdays and Wednesdays.
- Transit On-Time Performance for July:
  - Fixed Route Bus: 82.78%
  - STS/Paratransit: 91.5%
  - Blue Line: 99.13%
  - Gold Line: 98.35%

**Sales Tax Report**

- May Receipts

**Communications Summary**

- Better Bus Community Meetings
- Incident at Charlotte Transportation Center



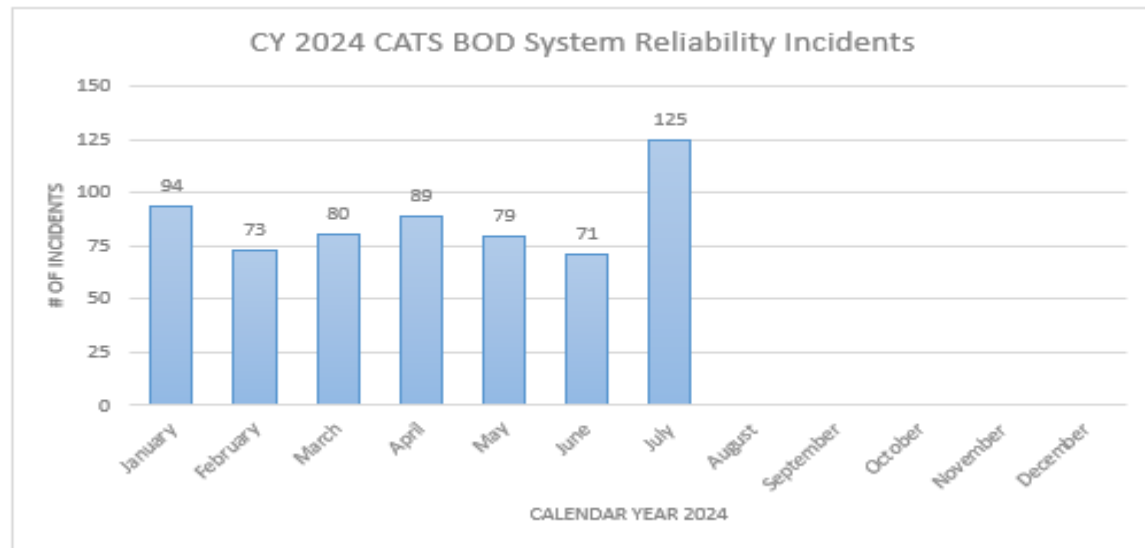
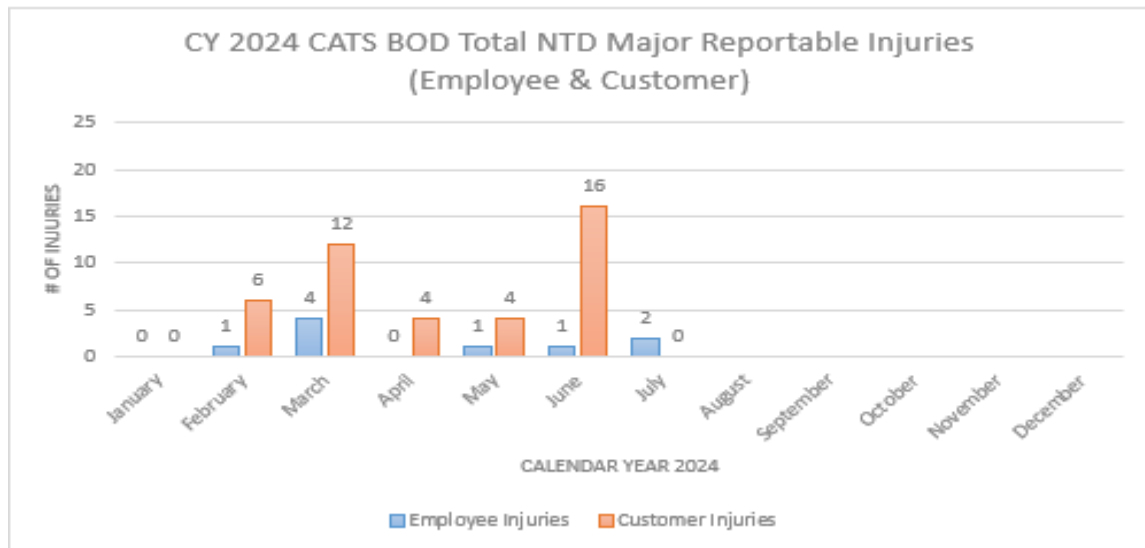
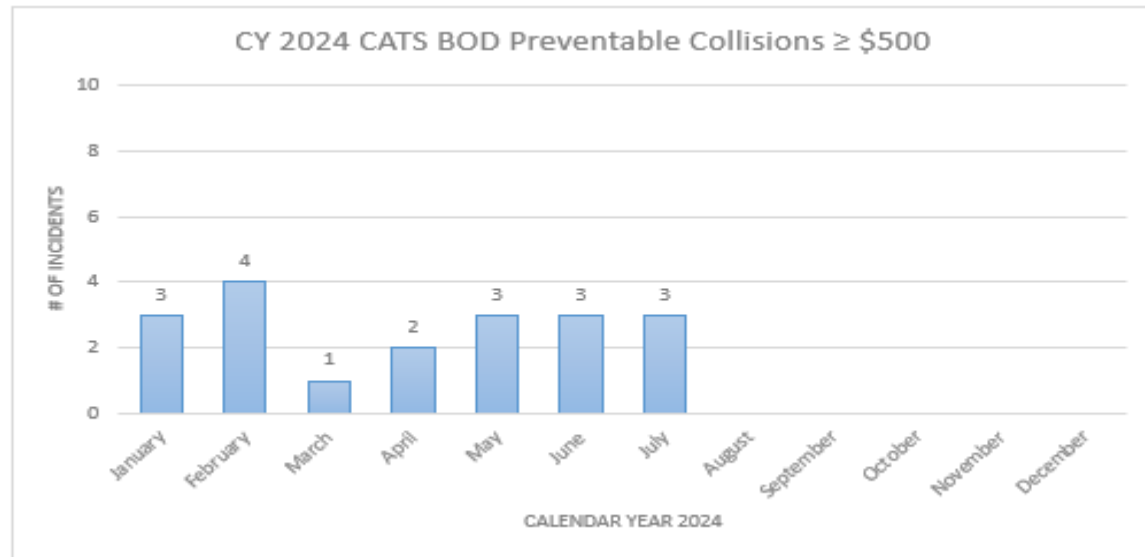
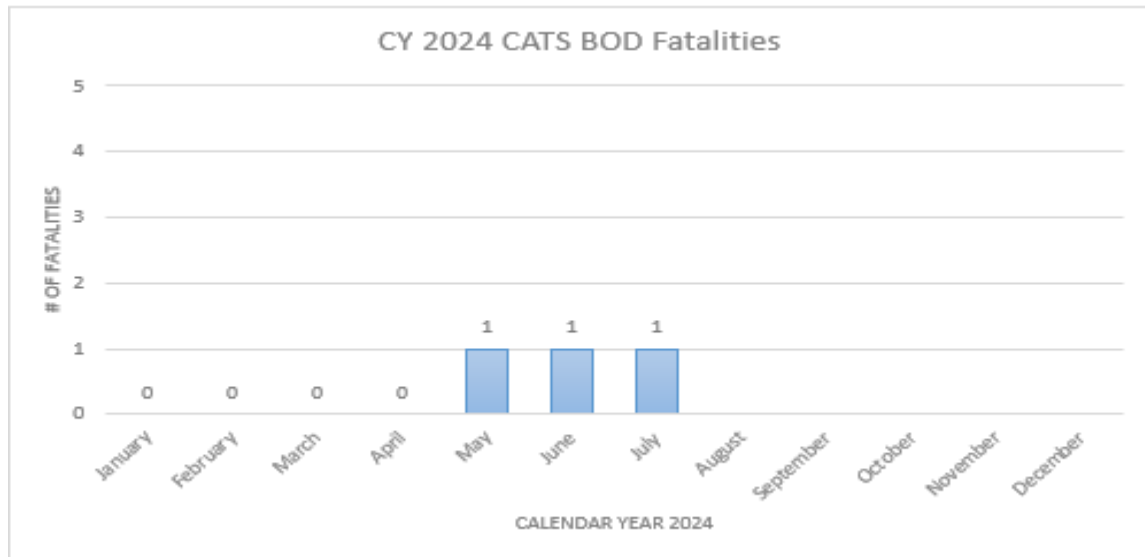
Fatality Incidents / Goal: 0 per 100K mi			
CY 2024	Incidents	Bus Total Miles	Rate
January	0	933,933	0.00
February	0	886,392	0.00
March	0	917,992	0.00
April	0	932,615	0.00
May	1	955,434	0.10
June	1	893,352	0.11
July	1	947,530	0.11
August			
September			
October			
November			
December			

re enta le Collisions ith amage 00 oal 0. per 00 mi			
CY 2024	Incidents	Bus Total Miles	Rate
January	3	933,933	0.32
February	4	886,392	0.45
March	1	917,992	0.11
April	2	932,615	0.21
May	3	955,434	0.31
June	3	893,352	0.34
July	3	947,530	0.32
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K mi				
CY 2024	Employee Injuries	Customer Injuries	Bus Total Miles	Rate
January	0	0	933,933	0.00
February	1	6	886,392	0.79
March	4	12	917,992	1.74
April	0	4	932,615	0.43
May	1	4	955,434	0.52
June	1	16	893,352	1.90
July	2	0	947,530	0.21
August				
September				
October				
November				
December				

System Reliability / Goal: < 10 per 100K mi			
CY 2024	Incidents	Bus Total Miles	Rate
January	94	933,933	10.06
February	73	886,392	8.24
March	80	917,992	8.71
April	89	932,615	9.54
May	79	955,434	8.27
June	71	893,352	7.95
July	125	947,530	13.19
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of total miles	X	100,000	=	Rate per 100,000 miles
--------------	---------------------------------	---	---------	---	------------------------





Special Transportation Service Division

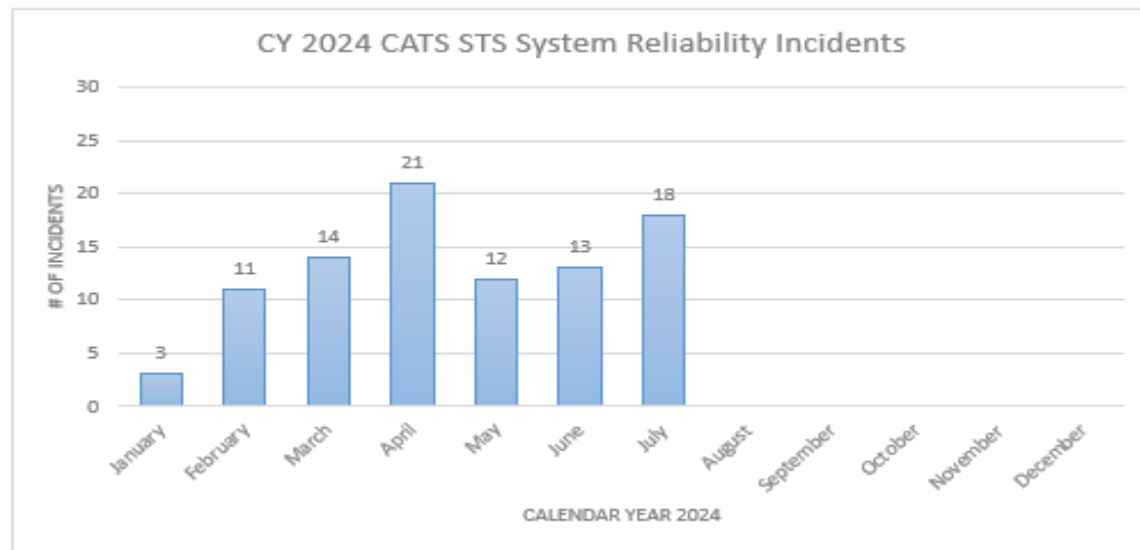
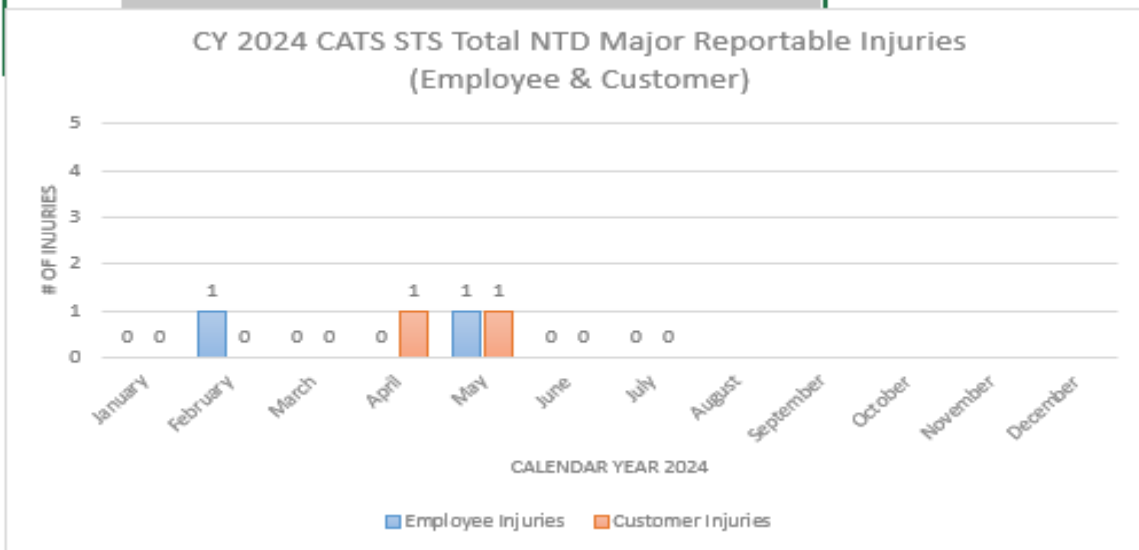
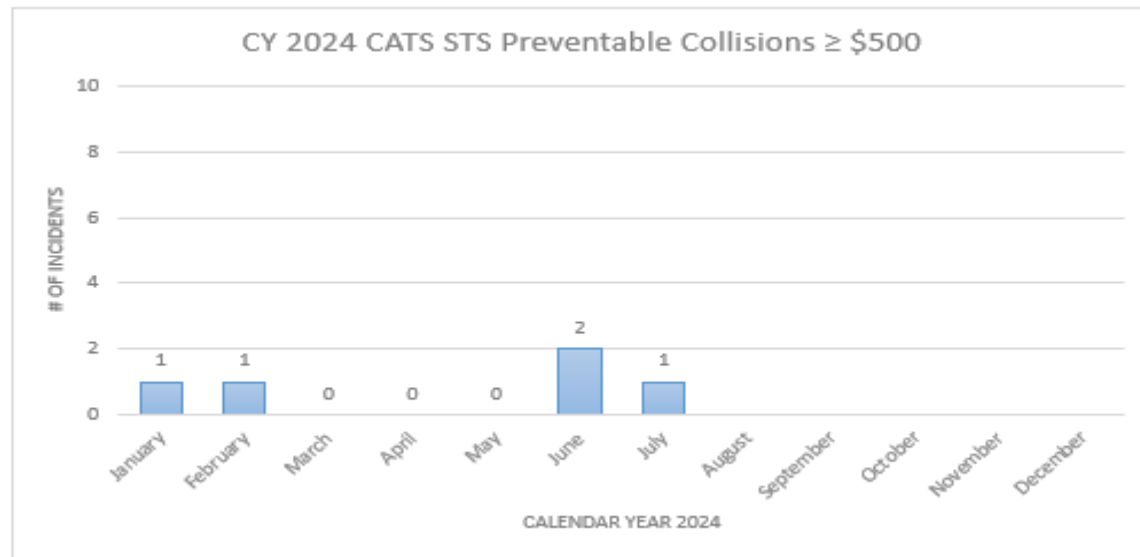
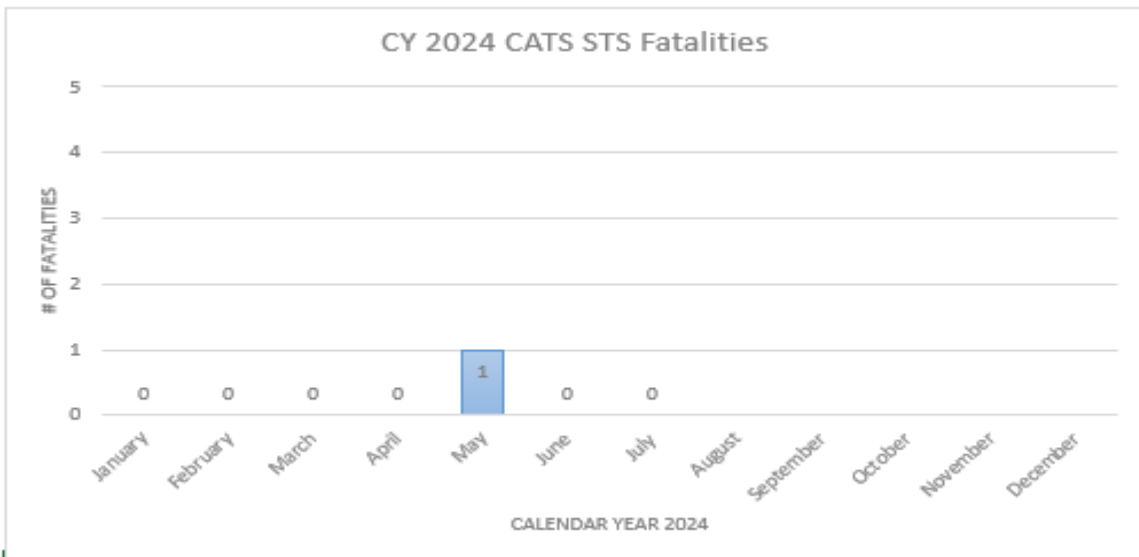
Fatality Incidents / Goal: 0 per 100K mi			
CY 2024	Incidents	STS Total Miles	Rate
January	0	175,972	0.00
February	0	171,340	0.00
March	0	181,547	0.00
April	0	190,594	0.00
May	1	195,033	0.51
June	0	180,204	0.00
July	0	188,771	0.00
August			
September			
October			
November			
December			

re enta le Collisions ith amage 00 oal 0. per 00 mi			
CY 2024	Incidents	STS Total Miles	Rate
January	1	175,972	0.57
February	1	171,340	0.58
March	0	181,547	0.00
April	0	190,594	0.00
May	0	195,033	0.00
June	2	180,204	1.11
July	1	188,771	0.53
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K mi				
CY 2024	Employee Injuries	Customer Injuries	STS Total Miles	Rate
January	0	0	175,972	0.00
February	1	0	171,340	0.58
March	0	0	181,547	0.00
April	0	1	190,594	0.52
May	1	1	195,033	1.03
June	0	0	180,204	0.00
July	0	0	188,771	0.00
August				
September				
October				
November				
December				

System Reliability / Goal: < 10 per 100K mi			
CY 2024	Incidents	STS Total Miles	Rate
January	3	175,972	1.70
February	11	171,340	6.42
March	14	181,547	7.71
April	21	190,594	11.02
May	12	195,033	6.15
June	13	180,204	7.21
July	18	188,771	9.54
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of total miles	X	100,000	=	Rate per 100,000 miles
--------------	---------------------------------	---	---------	---	------------------------





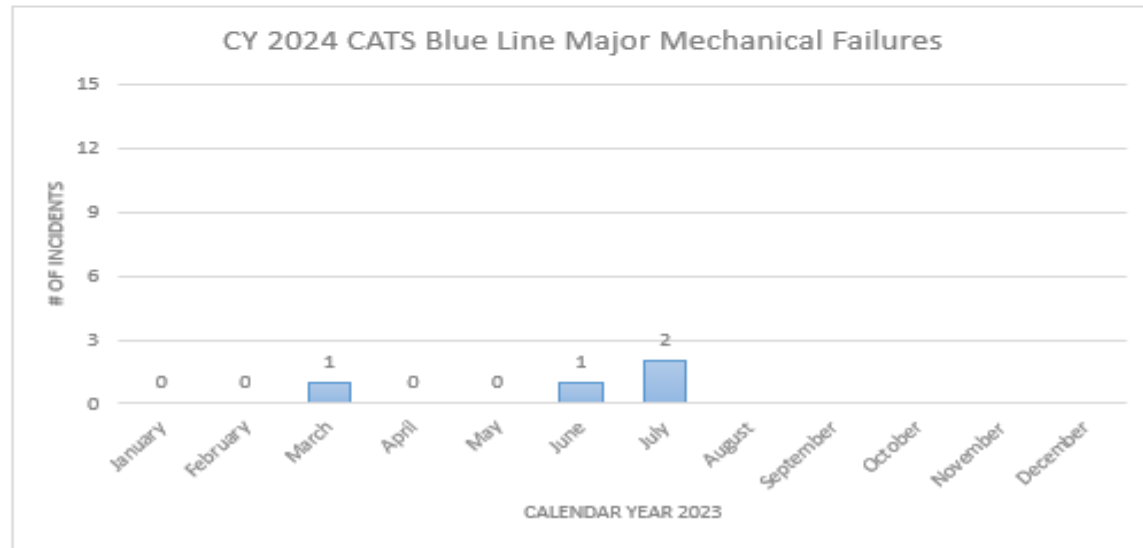
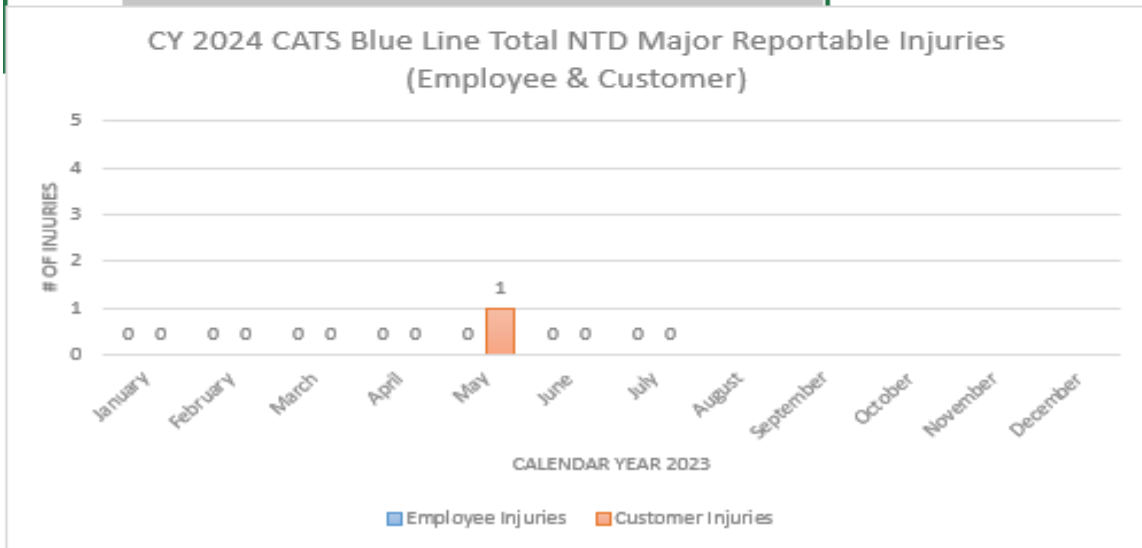
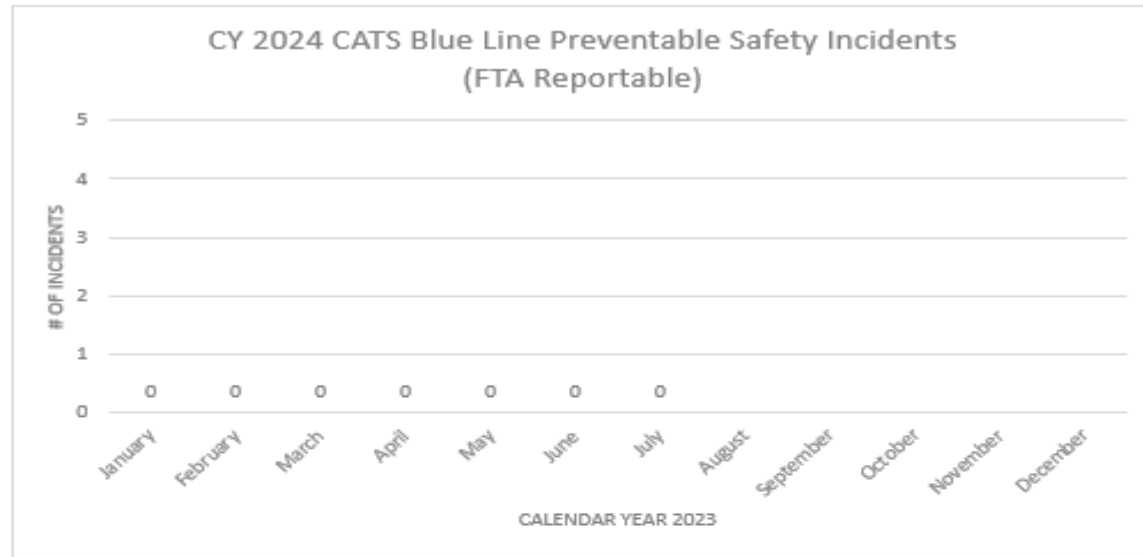
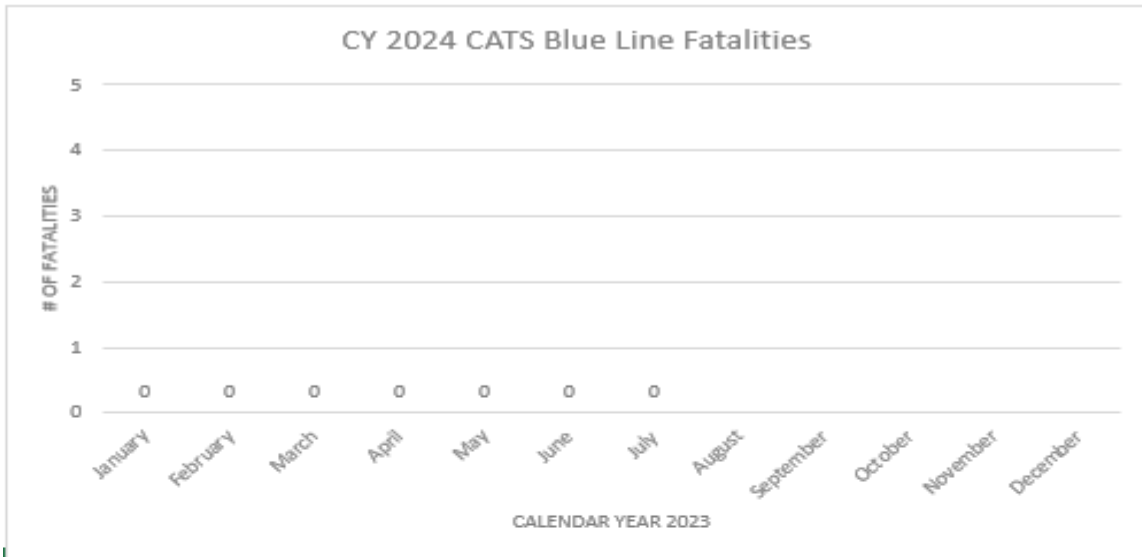
Fatality Incidents / Goal: 0 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	137,328	0.00
February	0	128,963	0.00
March	0	137,440	0.00
April	0	133,608	0.00
May	0	137,616	0.00
June	0	124,629	0.00
July	0	137,752	0.00
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K Revenue Car mi				
CY 2024	Employee Injuries	Customer Injuries	Total Car Revenue Miles	Rate
January	0	0	137,328	0.00
February	0	0	128,963	0.00
March	0	0	137,440	0.00
April	0	0	133,608	0.00
May	0	1	137,616	0.73
June	0	0	124,629	0.00
July	0	0	137,752	0.00
August				
September				
October				
November				
December				

Preventable Safety Events (FTA Reportable) / Goal: 0.1 per Revenue Car 100K mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	137,328	0.00
February	0	128,963	0.00
March	0	137,440	0.00
April	0	133,608	0.00
May	0	137,616	0.00
June	0	124,629	0.00
July	0	137,752	0.00
August			
September			
October			
November			
December			

System Reliability (NCDOT Major Mechanical Failures) Goal: < 3 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	137,328	0.00
February	0	128,963	0.00
March	1	137,440	0.73
April	0	133,608	0.00
May	0	137,616	0.00
June	1	124,629	0.80
July	2	137,752	1.45
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of revenue miles	X	100,000	=	Rate per 100,000 miles
--------------	-----------------------------------	---	---------	---	------------------------





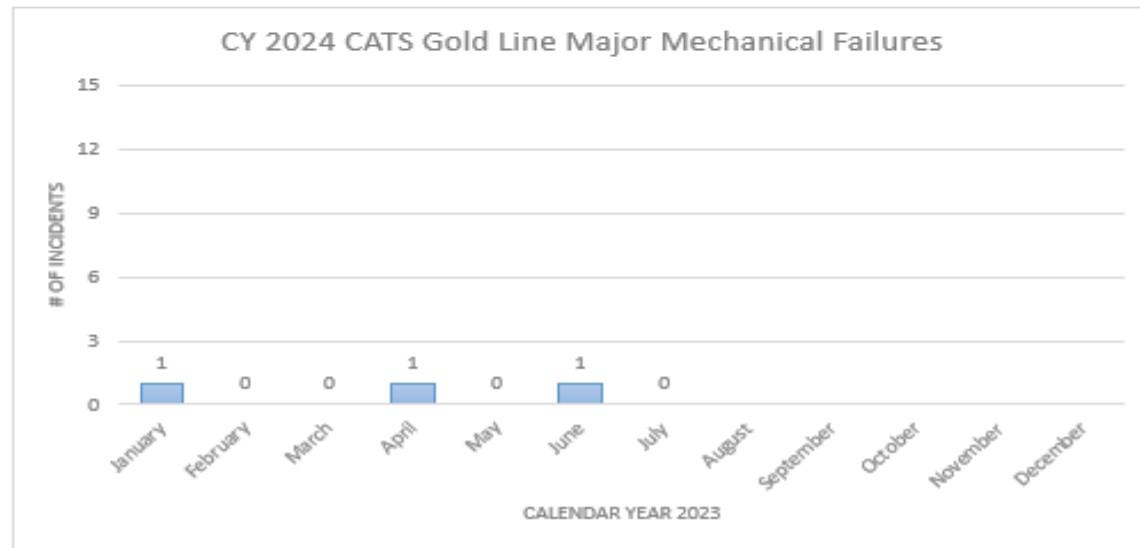
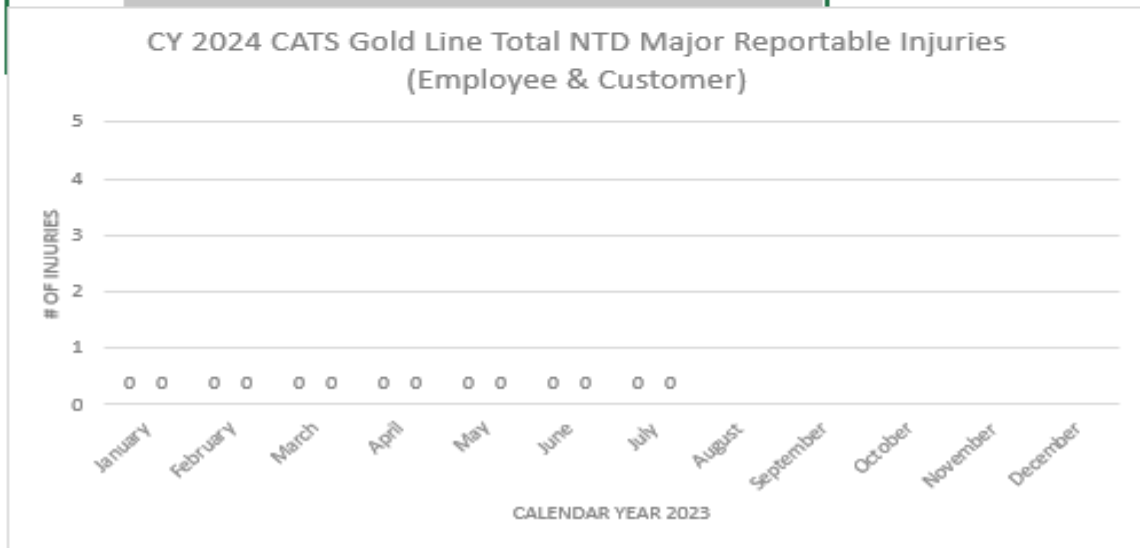
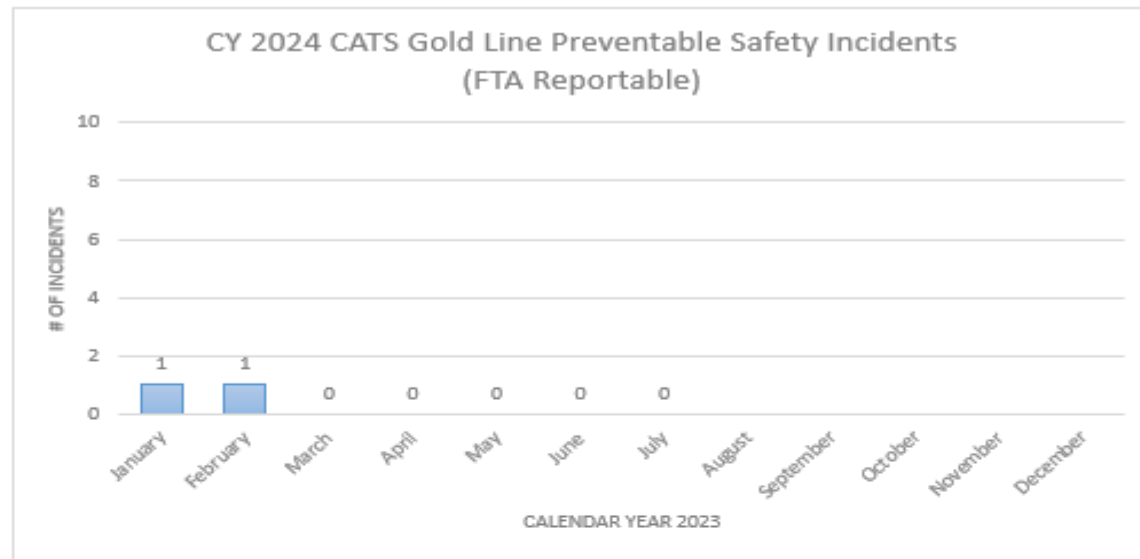
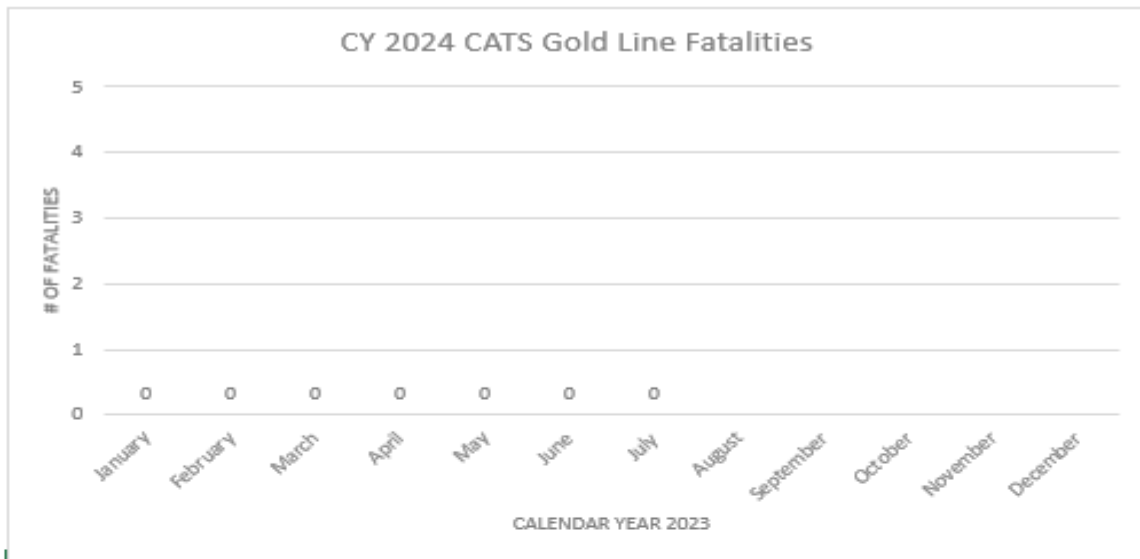
Fatality Incidents / Goal: 0 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	0	7,367	0.00
February	0	7,214	0.00
March	0	7,792	0.00
April	0	10,337	0.00
May	0	10,915	0.00
June	0	9,656	0.00
July	0	10,893	0.00
August			
September			
October			
November			
December			

Preventable Safety Events (FTA Reportable) / Goal: 0.1 per Revenue Car 100K mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	1	7,367	13.57
February	1	7,214	13.86
March	0	7,792	0.00
April	0	10,337	0.00
May	0	10,915	0.00
June	0	9,656	0.00
July	0	10,893	0.00
August			
September			
October			
November			
December			

NTD Major Reportable Injuries / Goal: < 1 per 100K Revenue Car mi				
CY 2024	Employee Injuries	Customer Injuries	Total Car Revenue Miles	Rate
January	0	0	7,367	0.00
February	0	0	7,214	0.00
March	0	0	7,792	0.00
April	0	0	10,337	0.00
May	0	0	10,915	0.00
June	0	0	9,656	0.00
July	0	0	10,893	0.00
August				
September				
October				
November				
December				

System Reliability (NCDOT Major Mechanical Failures) Goal: < 3 per 100K Revenue Car mi			
CY 2024	Incidents	Total Car Revenue Miles	Rate
January	1	7,367	0.41
February	0	7,214	0.00
March	0	7,792	0.00
April	1	10,337	0.29
May	0	10,915	0.00
June	1	9,656	0.31
July	0	10,893	0.00
August			
September			
October			
November			
December			

Rate Formula	# of incidents/# of revenue miles	X	100,000	=	Rate per 100,000 miles
--------------	-----------------------------------	---	---------	---	------------------------



Metropolitan Transit Commission  
Charlotte Area Transit System Ridership Report  
Jul-24

Source:

Fixed Route Bus - Automatic Passenger Counts

Rail - Automatic Passenger Counts

Mode / Service	Average Daily Ridership					
	Jul-24	Jul-23	Percent Increase / Decrease	Weekday	Saturday	Sunday
<b>Local</b>						
BOD Local	752,269	660,687	13.9%	27,225	19,561	13,955
<b>Subtotal</b>	<b>752,269</b>	<b>660,687</b>	<b>13.9%</b>	<b>27,225</b>	<b>19,561</b>	<b>13,955</b>
<b>Local Express</b>						
Arboretum Express	1,591	1,088	46%	72	-	-
Harrisburg Road Express	1,314	1,262	4.2%	60	-	-
Northcross Express	3,938	3,332	18.2%	179	-	-
Idlewild Express	887	924	-4.0%	40	-	-
Independence Blvd Express	2,386	2,225	7.2%	108	-	-
Lawyers Road Express	1,297	1,264	2.6%	59	-	-
Steele Creek Express	760	536	42%	35	-	-
Northlake Express	2,618	2,403	8.9%	119	-	-
North Mecklenburg Express	6,088	5,110	19.1%	277	-	-
Huntersville Express	3,895	3,096	25.8%	177	-	-
Rea Road Express	1,379	1,172	17.7%	63	-	-
Mountain Island Express	422	399	6%	19	-	-
Huntersville Greenhouse	187	122	53.9%	9	-	-
<b>Subtotal</b>	<b>26,762</b>	<b>22,932</b>	<b>16.7%</b>	<b>1,216</b>	<b>-</b>	<b>-</b>
<b>Regional Express</b>						
Gastonia Express	996	1,258	-20.8%	45	-	-
Rock Hill Express	1,357	927	46.4%	62	-	-
Union County Express	1,113	912	22.0%	51	-	-

<b>Subtotal</b>	3,466	3,097	<b>11.9%</b>	158	-	-
<b>Community Circulator</b>						
Neighborhood Shuttles	22,488	20,440	<b>10.0%</b>	791	651	286
Eastland Neighborhood Shuttle	12,402	11,332	<b>9.4%</b>	418	410	285
Pineville-Matthews Road	2,512	2,259	<b>11.2%</b>	97	75	-
Village Rider	6,810	7,001	<b>-2.7%</b>	236	216	129
<b>Subtotal</b>	44,212	41,032	<b>7.8%</b>	1,543	1,252	700
<b>Human Services Transportation</b>						
Special Transportation Services	16,262	15,183	<b>7.1%</b>	621	271	222
<b>Subtotal</b>	16,262	15,183	<b>7.1%</b>	621	271	222
<b>Rideshare Services</b>						
Vanpool	3,458	3,599	<b>-3.9%</b>	138	26	45
<b>Subtotal</b>	3,458	3,599	<b>-3.9%</b>	138	26	45
<b>Rail</b>						
LYNX Blue Line	525,564	480,970	<b>9.3%</b>	19,079	14,117	8,810
CityLynx Gold Line	54,988	50,593	<b>8.7%</b>	2,004	1,354	1,034
<b>Subtotal</b>	580,552	531,563	<b>9.2%</b>	21,083	15,471	9,844
<b>Total</b>	<b>1,426,981</b>	<b>1,278,092</b>	<b>11.6%</b>	<b>51,983</b>	<b>36,581</b>	<b>24,766</b>

**Metropolitan Transit Commission  
Charlotte Area Transit System Ridership Report**

**Jul-24**

**Source:**

**Fixed Route Bus - GFI Data**

**Rail - Automatic Passenger Counts**

Mode / Service			Percent	YTD	YTD	Percent	Avg Daily Ridership per Month		
	Jul-24	Jul-23	Increase/Decrease	FY 2025	FY 2024	Increase/Decrease	WeekDay	Saturday	Sunday
<b>Local</b>									
BOD Local	602,304	542,944	10.93%	602,304	542,944	10.93%	21,895	15,164	11,206
<b>Subtotal</b>	<b>602,304</b>	<b>542,944</b>	<b>10.93%</b>	<b>602,304</b>	<b>542,944</b>	<b>10.93%</b>	<b>21,895</b>	<b>15,164</b>	<b>11,206</b>
<b>Local Express</b>									
Arboretum Express	1,439	956	50.52%	1,439	956	50.52%	65	-	-
Harrisburg Road Express	873	957	-8.78%	873	957	-8.78%	40	-	-
Northcross Express	2,929	2,324	26.03%	2,929	2,324	26.03%	133	-	-
Idlewild Road Express	751	831	-9.63%	751	831	-9.63%	34	-	-
Independence Blvd Express	1,807	1,559	15.91%	1,807	1,559	15.91%	82	-	1
Lawyers Road Express	1,017	1,118	-9.03%	1,017	1,118	-9.03%	46	-	-
Mountain Island Express	199	195	2.05%	199	195	2.05%	9	-	-
Northlake Express	1,402	1,905	-26.4%	1,402	1,905	-26.4%	64	-	-
North Mecklenburg Express	5,127	3,192	60.62%	5,127	3,192	60.62%	233	-	-
Huntersville Express	2,897	2,579	12.33%	2,897	2,579	12.33%	132	-	-
Rea Road Express	1,004	1,359	-26.12%	1,004	1,359	-26.12%	46	-	-
Steele Creek Express	438	261	67.82%	438	261	67.82%	20	-	-
Huntersville Greenhouse Express	139	101	37.62%	139	101	37.62%	6	-	-
<b>Subtotal</b>	<b>20,022</b>	<b>17,337</b>	<b>15.49%</b>	<b>20,022</b>	<b>17,337</b>	<b>15.49%</b>	<b>910</b>	<b>-</b>	<b>1</b>
<b>Regional Express</b>									
Gastonia Express	769	971	-20.8%	769	971	-20.8%	35	-	-
Rock Hill Express	1,108	706	56.94%	1,108	706	56.94%	50	-	-
Union County Express	788	681	15.71%	788	681	15.71%	36	-	-

**Metropolitan Transit Commission  
Charlotte Area Transit System Ridership Report**

**Jul-24**

<b>Subtotal</b>	<b>2,665</b>	<b>2,358</b>	<b>13.02%</b>	<b>2,665</b>	<b>2,358</b>	<b>13.02%</b>	<b>121</b>	<b>-</b>	
<b>Community Circulator</b>									
Neighborhood Shuttles	16,765	17,310	-3.15%	16,765	17,310	-3.15%	599	448	337
Eastland Neighborhood Shuttle	10,083	9,552	5.56%	10,083	9,552	5.56%	350	271	255
Pineville-Matthews Road	1,730	1,581	9.42%	1,730	1,581	9.42%	69	42	3
Village Rider	4,721	4,477	5.45%	4,721	4,477	5.45%	144	277	46
<b>Subtotal</b>	<b>33,299</b>	<b>32,920</b>	<b>1.15%</b>	<b>33,299</b>	<b>32,920</b>	<b>1.15%</b>	<b>1,162</b>	<b>1,038</b>	<b>641</b>
<b>Human Services Transportation</b>									
Special Transportation Services	16,262	15,183	7.11%	16,262	15,183	7.11%	621	271	222
DSS	-	3,615	n/a	-	3,615	n/a	-	-	-
<b>Subtotal</b>	<b>16,262</b>	<b>18,798</b>	<b>-13.49%</b>	<b>16,262</b>	<b>18,798</b>	<b>-13.49%</b>	<b>621</b>	<b>271</b>	<b>222</b>
<b>Rideshare Services</b>									
Vanpool	3,458	3,599	-3.92%	3,458	3,599	-3.92%	138	26	45
<b>Subtotal</b>	<b>3,458</b>	<b>3,599</b>	<b>-3.92%</b>	<b>3,458</b>	<b>3,599</b>	<b>-3.92%</b>	<b>138</b>	<b>26</b>	<b>45</b>
<b>Rail</b>									
LYNX Blue Line	525,564	480,970	9.27%	525,564	480,970	9.27%	19,079	14,117	8,810
CityLynx Gold Line	54,988	50,593	8.69%	54,988	50,593	8.69%	2,004	1,354	1,034
<b>Subtotal</b>	<b>580,552</b>	<b>531,563</b>	<b>9.22%</b>	<b>580,552</b>	<b>531,563</b>	<b>9.22%</b>	<b>21,083</b>	<b>15,471</b>	<b>9,844</b>
<b>Total</b>	<b>1,258,562</b>	<b>1,149,519</b>	<b>9.49%</b>	<b>1,258,562</b>	<b>1,149,519</b>	<b>9.49%</b>	<b>45,930</b>	<b>31,970</b>	<b>21,959</b>

# August CATS Sales Tax Report FY2024

## May Receipts

### Sales Tax Collections and Distribution – May 2024

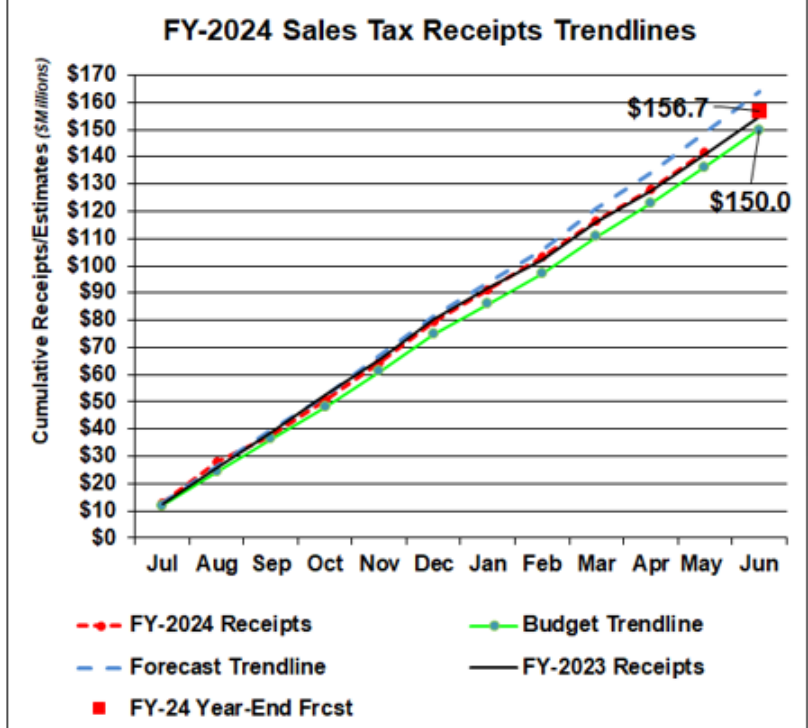
- The May 2024 receipts of \$13,412,910 were \$167,910 (1.3%) above budget target for the month
- The May 2024 receipts were \$1,046,215 (-7.2%) below forecast for the month
- The May 2024 receipts were \$27,254 (-.2%) below May of 2023

### Sales Tax Budget Data

- FY2024 sales tax budget is \$150,000,000
- The FY24 model forecasts year-end receipts of \$156,743,995 is \$6,743,995 (4.5%) above the FY-2024 budget target of \$150,000,000.
- FY2023 actual sales tax was \$154,638,512

### Local Government Sales and Use Tax Distribution

- Source: North Carolina Department of Revenue Sales & Use Distribution Report for the month May 31, 2024
- Published by NC Secretary of Revenue on August 10, 2024, with actual receipts through May 31, 2024
- CATS sales tax report only includes Mecklenburg County Article 43 sales tax



### FY2024 Budget Sales Tax Receipts (Actuals and Forecasts)

Jurisdiction	Population	% of Total	Jul 23 Actuals	Aug 23 Actuals	Sep 23 Actuals	Oct 23 Actuals	Nov 23 Actuals	Dec 23 Actuals	Jan 24 Forecasts	Feb 24 Forecasts	Mar 24 Forecasts	April 24 Forecasts	May 24 Forecasts	Jun 24 Forecasts	Total
Charlotte	894,866	40.4%	\$ 5,265,617	\$ 5,967,516	\$ 3,941,722	\$ 5,313,842	\$ 5,442,840	\$ 6,113,414	\$ 4,694,634	\$ 4,865,855	\$ 5,369,573	\$ 4,811,188	\$ 5,413,951	\$ 6,067,577	\$ 63,267,729
Cornelius	31,872	1.4%	\$ 187,543	212,542	140,390	189,260	193,855	217,738	167,206	173,305	191,245	171,358	192,826	216,106	2,253,375
Davidson	15,066	0.7%	\$ 88,652	100,469	66,363	89,464	91,636	102,926	79,039	81,922	90,402	81,001	91,150	102,154	1,065,178
Huntersville	63,355	2.9%	\$ 372,797	422,490	279,067	376,211	385,344	432,819	332,372	344,494	380,157	340,624	383,299	429,574	4,479,248
Matthews	30,156	1.4%	\$ 177,445	201,099	132,832	179,071	183,418	206,015	158,204	163,974	180,949	162,132	182,444	204,471	2,132,053
Mint Hill	26,971	1.2%	\$ 158,704	179,859	118,802	160,158	164,046	184,257	141,495	146,655	161,837	145,008	163,175	182,875	1,906,871
Pineville	10,931	0.5%	\$ 64,321	72,895	48,149	64,910	66,486	74,677	57,346	59,438	65,591	58,770	66,133	74,117	772,830
Stallings	393	0.0%	\$ 2,313	2,621	1,731	2,334	2,390	2,685	2,062	2,137	2,358	2,113	2,378	2,665	27,785
Weddington	5	0.0%	\$ 29	33	22	30	30	34	26	27	30	27	30	34	354
Meck. County	1,143,390	51.6%	\$ 6,727,994	7,624,827	5,036,425	6,789,612	6,954,437	7,811,244	5,998,438	6,217,210	6,860,822	6,147,361	6,917,525	7,752,677	80,838,571
<b>Total</b>	<b>2,217,005</b>	<b>100.0%</b>	<b>\$13,045,415</b>	<b>\$14,784,351</b>	<b>\$ 9,765,503</b>	<b>\$ 13,164,891</b>	<b>\$13,484,481</b>	<b>\$15,145,809</b>	<b>\$11,630,823</b>	<b>\$12,055,016</b>	<b>\$13,302,965</b>	<b>\$11,919,582</b>	<b>\$13,412,910</b>	<b>\$ 15,032,250</b>	<b>\$ 156,743,995</b>

\*Table is consistent with North Carolina General Statute § 105-507.3. Distribution and Use of Taxes  
 YTD Budget \$ 150,000,000  
 Variance (YTD) \$ 6,743,995

### FY-2024 Budget Sales Taxes Receipts Year-over-Year Comparison

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD Total
Year-over-Year Comparison (FY2024 over FY2023)	2.8%	14.8%	-27.8%	-0.9%	2.5%	3.4%	13.8%	45.0%	-0.4%	4.8%	3.7%	15.2%	12.6%
FY2024 Budget Target	\$11,940,000	\$12,360,000	\$12,150,000	\$ 11,565,000	\$13,140,000	\$13,665,000	\$11,085,000	\$11,115,000	\$13,635,000	\$12,330,000	\$13,245,000	\$ 13,770,000	\$ 150,000,000
% of FY2024 Budget Achieved	8.7%	18.6%	25.1%	33.8%	42.8%	52.9%	60.7%	68.7%	77.6%	85.5%	94.5%	104.5%	104.5%

### FY2019 - FY2023 Sales Tax Receipts

Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
FY2023	\$12,687,115	\$12,882,613	\$13,528,146	\$ 13,283,060	\$13,151,617	\$14,644,501	\$11,902,754	\$ 9,995,757	\$14,159,184	\$11,180,564	\$13,440,164	\$ 13,783,037	\$ 154,638,512
FY2022	\$11,298,388	\$10,659,682	\$11,073,183	\$ 11,342,634	\$12,115,265	\$13,501,568	\$10,221,788	\$ 8,315,108	\$13,351,825	\$11,369,039	\$12,932,254	\$ 13,044,834	\$ 139,225,568
FY2021	\$ 8,921,474	\$ 9,466,946	\$ 9,245,058	\$ 9,317,741	\$ 9,964,913	\$11,402,907	\$ 9,134,772	\$ 6,785,996	\$11,253,531	\$10,287,447	\$ 8,942,957	\$ 11,945,450	\$ 116,669,192
FY2020	\$ 9,683,570	\$ 9,787,973	\$ 8,671,558	\$ 9,890,136	\$ 9,858,570	\$ 9,800,116	\$ 8,278,036	\$ 8,276,547	\$ 8,735,473	\$ 7,635,380	\$ 6,997,727	\$ 9,833,896	\$ 107,778,982
FY2019	\$ 7,708,503	\$ 9,621,386	\$ 9,103,726	\$ 8,067,019	\$ 9,425,129	\$ 8,906,774	\$ 8,195,787	\$ 7,918,012	\$10,155,891	\$ 9,880,419	\$ 9,435,500	\$ 9,117,052	\$ 107,535,197



**METROPOLITAN TRANSIT COMMISSION  
INFORMATION ITEM  
INFORMATION SUMMARY**

---

**SUBJECT: Microtransit Update**

**DATE: August 28, 2024**

---

**1.0 PURPOSE/SCOPE:** CATS staff will provide an update on the implementation of Microtransit services.

**2.0 BACKGROUND/JUSTIFICATION:** In May 2022, the Metropolitan Transit Commission adopted the Envision My Ride (EMR) Bus Priority Study staff recommendations. The action provides CATS with a bus service framework that includes a high frequency bus network, mobility hubs, and Microtransit zones across Mecklenburg County.

In late 2023 CATS began the Better Bus initiative to implement and update the recommendations of the Envision My Ride plan. The comprehensive effort includes three overarching goals.

- Improve Operational Efficiency
- Develop Service Implementation Strategies
- Enhance the Customer Experience

In April 2024 CATS issued a Request for Proposals for a turnkey service model to implement Microtransit. The turnkey service model will train and hire operators, provide vehicles to operate the service, maintain the vehicles as well as offer a call center to book trips for someone without a mobile device. The model also includes a CATS app integrated software solution to plan, book, and pay for on demand transit trips.

**3.0 PROCUREMENT BACKGROUND:** N/A

**4.0 POLICY IMPACT:** N/A

**5.0 ECONOMIC IMPACT:** N/A

**6.0 ALTERNATIVES:** N/A

**7.0 RECOMMENDATION:** N/A

**8.0 ATTACHMENT(S):** N/A

**SUBMITTED AND RECOMMENDED BY:**



---

**Brent Cagle**  
Chief Executive Officer, Charlotte Area Transit System  
Director of Public Transit, City of Charlotte

Microtransit Update  
Metropolitan Transit  
Commission

August 28, 2024



## What is Better Bus?

In 2023 CATS began the Better Bus initiative to implement and update the recommendations of the Envision My Ride plan.

▪ **Comprehensive effort with three overarching goals**

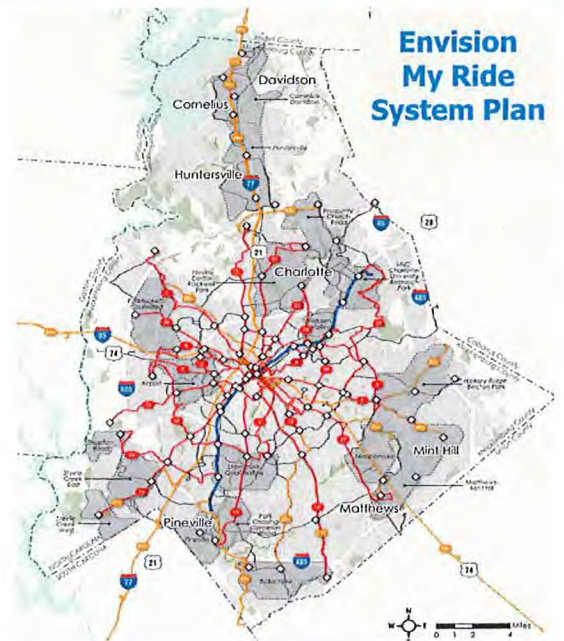
- Improve Operational Efficiency
- Develop Service Implementation Strategies
- Enhance the Customer Experience

▪ **Update Key Deliverables**

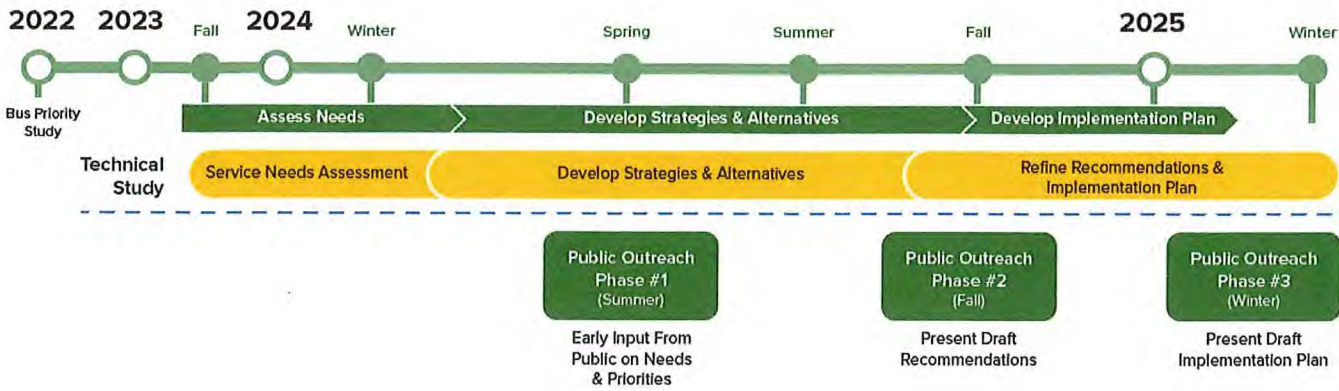
- Uptown Hub Assessment
- Mobility Hub Prioritization
- Bus Network Update
- FY26 Service Strategy
- Bus Route Naming Framework

▪ **Parallel Efforts**

- Bus Stop Improvements
- Comprehensive Fare Study
- Bus and Rail Run Time Analysis
- Bus Stop Consolidation
- Microtransit Roll Out



# Project Timeline



# Microtransit

## What is Microtransit?

### On-demand shared ride transit service:

- Provides important first / last mile connections
- Acts as a service to frequent transit routes
- Operates within a designated zone or boundary
- Uses smaller transit vehicles
- Mobile devices are used to plan, pay, and book trips
- Increasingly in service across the country and now in our region.



## How to use?

### ▪ Passenger Access

- Curb-to-Curb / Curb-to-Hub connections
- Mix of physical and “virtual” bus stops



### ▪ Ways to book

- Same day bookings
- CATS Pass app or call center



Service Model



Dedicated Provider



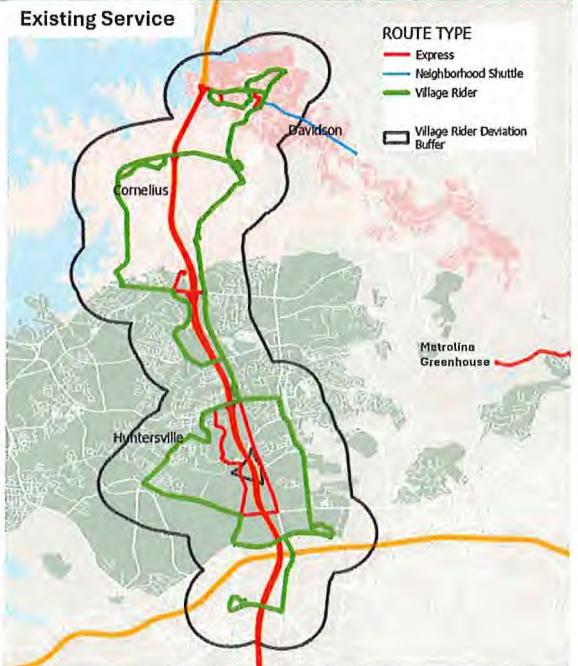
## Existing Service

### ▪ Village Rider Routes: 97, 98, 99

- Currently operate every 60-minutes
- Averages 4-6 passengers per trip
- Provides deviated service up to ¾ of a mile from route
  - Customer must book a day in advance
  - Trips must be pre-approved by Operations

### ▪ Route 290: Davidson Shuttle

- Currently operates on weekdays only
  - 4 trips in the morning and 4 trips in the evening
- Averages 3 passengers per hour
- Provides service to downtown Davidson via Concord Rd



## Path to a Service Provider

On April 24, 2024, a Request for Proposals (RFP) was issued

Four responses were received to provide a turn-key service as well as a software solution.

The proposal from MV Transportation in conjunction with Spare Labs and My Little Helper best met mobility needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.

The turnkey service model will train and hire operators, provide vehicles to operate the service, maintain the vehicles as well as offer a call center to book trips for someone without a mobile device. 3.

## Service Rollout

Contract approval on September 9th

Early 2025 implementation

Service will operate 7-days a week

Proposed Fare: Local Bus - \$2.20

Wait time no longer than 30 minutes

Will overlap with existing local bus service at beginning until bus service is phased out

- Village Rider 97, 98, 99.
- Route 290 Davidson
- Routes proposed to be phased out in Summer 2025

## Public Engagement

VI Service Equity Analysis to evaluate proposed phased replacement of Village Riders and Route 290 with Microtransit

Need coordination with Metrolina Greenhouse to identify alternative transit options such as vanpool

Need rider engagement to educate and get input on microtransit and proposed bus network changes

### Public Outreach:

Huntersville Gateway – August 27th

Northlake Mall – September 3rd

Cornelius Park & Ride – September 5th

Ride Alongs – Throughout September

### Public Meetings:

Davidson Town Hall – August 29th 5pm-7pm

Virtual meeting: September 4th 5pm



## Optimization of Microtransit Stops

Mix of physical and “virtual” bus stops

Locations will include:

- High ridership bus stops as well as park and rides
- Key destinations (Ada Jenkins Center, Bryton Town Center)
- Virtual stops
  - Pickup/drop-off point determined at time of booking
  - Provides greater flexibility for passengers
  - Will coordinate with Town Staff to determine pickup/drop-off zones as needed

Bus stop consolidation will be considered and evaluated with public input.



## What is a Virtual Stop?

Virtual pick up and drop offs where customers are and where they want to go.



## Continued Engagement

Additional stakeholder and public outreach

Refine zone boundaries based on public engagement

Develop improved I-77 express route schedules

Marketing campaign for launch

Travel training for current riders



## Travel Training Program

Complimentary service to educate the community on how to use the various services provided by CATS

Provides training on:

- CATS mobile app
- Website trip planner
- Understanding of transit schedules
- How to purchase and use fares
- How to safely board and exit vehicles

Offers one-on-one and group trainings

Sessions can be scheduled through CATS Customer Service



**Thank You!**



**METROPOLITAN TRANSIT COMMISSION  
ACTION ITEM  
STAFF SUMMARY**

---

**SUBJECT: Approval of Second Amended and Restated Transit Governance Interlocal Agreement**

**Date: August 28, 2024**

---

**1.0 PURPOSE/SCOPE:** The purpose of this item is to present the Second Amended and Restated Transit Governance Interlocal Agreement to the MTC for approval.

**2.0 BACKGROUND:** The original Transit Governance Interlocal Agreement was approved by the City of Charlotte, Mecklenburg County and the six Mecklenburg County towns (Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville) on February 16, 1999. In 2005 the parties to original Agreement approved the Amended Transit Governance Interlocal Agreement. The 2005 amended agreement addressed issues identified in a governance review conducted over the prior year.

The parties to the agreement have worked to develop a proposed Second Amended and Restated Transit Governance Interlocal Agreement to ensure the advancement of CATS and to promote the goals of the MTC. The Second Amended and Restated Transit Governance Interlocal Agreement will provide for the continuation of coordinated transit operations on a county-wide basis through CATS. Changes in the Second Amended and Restated Transit Governance Interlocal Agreement include:

- a new annual discretionary fund of \$500,000, which the MTC may use to fund studies or commission reports related to CATS;
- an expanded role for the MTC in developing CATS budgets;
- an enhanced process for selecting and recommending the CATS CEO;
- increased reporting requirements for CATS and CATS's CEO to the MTC;
- a revised term for the agreement to continue through at least June 30, 2034; and
- various other technical and administrative changes to the agreement; and

Upon approval by the MTC, the Second Amended and Restated Transit Governance Interlocal Agreement will have approval from the requisite number of governing boards of the parties to the agreement to take effect.

**3.0 PROCUREMENT BACKGROUND:** N/A

**4.0 POLICY IMPACT:** The Second Amended and Restated Transit Governance Interlocal Agreement will enhance the relationships and mechanisms that guide the planning, financing and implementation of an effective, efficient, responsive and integrated regional transit system building upon the work that has been done to date.

**5.0 ECONOMIC IMPACT:** N/A

6.0 **ALTERNATIVES:** N/A

7.0 **RECOMMENDATIONS:** Approve the proposed Second Amended and Restated Transit Governance Interlocal Agreement for immediate adoption.

8.0 **ATTACHMENT:** Proposed Second Amended and Restated Transit Governance Interlocal Agreement.

**SUBMITTED AND RECOMMENDED BY:**



---

**Brent Cagle**  
Interim Chief Executive Officer, Charlotte Area Transit System  
Assistant City Manager, City of Charlotte

**RESOLUTION  
No. 2024-02**

**REVIEW AND APPROVAL OF SECOND AMENDED AND RESTATED TRANSIT  
GOVERNANCE INTERLOCAL AGREEMENT**

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted by the Metropolitan Transit Commission (MTC).

WHEREAS, in February of 1999 the City of Charlotte, County of Mecklenburg, Town of Cornelius, Town of Davidson, Town of Huntersville, Town of Matthews, Town of Mint Hill, and the Town of Pineville entered into the original Transit Governance Interlocal Agreement creating the MTC; and

WHEREAS, the MTC subsequently approved and recommended changes to the original agreement and in November of 2005 the parties to the original agreement entered into an Amended Transit Governance Interlocal Agreement; and

WHEREAS, the parties to the agreement have worked to develop a proposed Second Amended and Restated Transit Governance Interlocal Agreement to ensure the advancement of CATS and promote the goals of the MTC; and

WHEREAS, upon approval by the MTC the Second Amended and Restated Transit Governance Interlocal Agreement will have the requisite approvals to take effect.

NOW, THEREFORE, be it resolved by the Metropolitan Transit Commission that:

1. The MTC has reviewed and hereby approves of the Second Amended and Restated Transit Governance Interlocal Agreement; and
2. This resolution shall take effect upon execution.

---

I, **Commissioner Leigh Altman, Chair of the Metropolitan Transit Commission**, do hereby certify that the above Resolution is a true and correct documentation of the MTC's action from its meeting duly held on **August 28, 2024**.

\_\_\_\_\_  
**Mecklenburg County Commissioner Leigh Altman  
Chair, Metropolitan Transit Commission**

**Submitted and recommended by:**



\_\_\_\_\_  
**Brent Cagle  
Interim Chief Executive Officer, Charlotte Area Transit System  
Assistant City Manager, City of Charlotte**

STATE OF NORTH CAROLINA

Second Amended Transit Governance and Restated

COUNTY OF MECKLENBURG

Transit Governance Interlocal Agreement

This Second Amended and Restated Transit Governance Interlocal Agreement ~~made~~ (“Agreement”) is entered into as of February 16, 1999 and as amended as of November 28, 2005, by and among the **COUNTY OF MECKLENBURG**, ~~(the “County”)~~, a political subdivision of the State of North Carolina, the **CITY OF CHARLOTTE**, ~~(the “City”)~~, a municipal corporation organized under the laws of the State of North Carolina, and such other **MUNICIPAL CORPORATIONS ORGANIZED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA LISTED IN SECTION III OF THIS AGREEMENT** (each a “Town” and collectively, the “Towns”) whose governing ~~board has~~ boards have adopted a resolution approving this Agreement and ~~the amendments herein and~~ who are signatories to this Agreement, ~~as amended~~.

**WITNESSETH:**

**WHEREAS**, the parties hereto have the power pursuant to General Statute Section 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to perform jointly ~~exercise~~ any function ~~which that~~ they have ~~been granted~~ the power to ~~exercise~~ perform alone, or to contract with ~~the other one another~~ for the ~~exercise~~ performance of any governmental function ~~which that~~ they have ~~been granted~~ the power to ~~exercise~~ perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

**WHEREAS**, ~~the purpose of this Agreement is to provide the relationships and mechanisms that will guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system as more fully described in Section I of this Agreement;~~

1998, drawing from community input and building

~~NOW, THEREFORE, in consideration of the promises and the fulfillment of the terms of this Agreement, the parties hereto agree as follows:~~

**I. Purpose**

~~Building~~ on a ten-year regional ~~transit~~ planning process, the parties to this Agreement ~~recently~~ undertook ~~an intensive six-month community effort~~ to develop ~~a regional~~ an integrated transit/land-use plan ~~for the future. That process culminated, which resulted~~ in the ~~production~~ publication of the “2025 Integrated Transit/Land-Use Plan for Charlotte-Mecklenburg—” (the “2025 Integrated Plan”) in July, 1998.; and

~~Based~~ **WHEREAS, based**, in part, on the 2025 Integrated Plan, and pursuant to Article 43 of Chapter 105 of the North Carolina General Statutes ~~(Session Laws 1997, ch. 417, sec. 1)~~, the Mecklenburg County Board of Commissioners called an advisory referendum ~~on~~ for the levy of a one-half percent local sales and use tax ~~(hereinafter “transit sales tax”)~~ for the purpose of financing public ~~transit~~ transportation systems. ~~The voters of Mecklenburg County approved the measure on November 3, 1998.; and~~

~~The~~ **WHEREAS, the voters of Mecklenburg County approved the referendum on November 3, 1998; and**

**WHEREAS, the** 2025 Integrated Plan included a section on governance that called for the units of local government engaged in this regional effort to share responsibility and accountability for transit services under the following guiding principles:

---

Provide for coordinated transit operations on a county-wide basis;

Retain for the elected bodies the responsibility of approving long-range transit plans and the capital and operating programs that support these plans;

Ensure that public involvement is a component;

Assure that Town interests are represented; and

Be flexible and expandable so jurisdictions outside Mecklenburg County could become part of the system; and

~~Consistent~~ **WHEREAS, consistent** with the guiding principles and other components of the 2025 Integrated Plan's governance recommendations, the parties entered into a Transit Governance Interlocal Agreement (the "Initial Agreement") dated February 16, 1999, to provide the relationships and mechanisms to guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system; and

**WHEREAS, the integrated public transit system established pursuant to the Initial Agreement has come to be known as the Charlotte Area Transit System ("CATS"), which operates as a public enterprise and department of the City and is responsible for providing public transportation in the greater Charlotte area, including the County and each of the Towns; and**

**WHEREAS, the Initial Agreement established the Metropolitan Transit Commission ("MTC") to, among other things, review and recommend long-range public transportation plans and review and recommend two-year operating and five-year capital program budgets for CATS; and**

**WHEREAS, the parties later entered into an Amended Transit Governance Interlocal Agreement (the "Amended Agreement") dated November 28, 2005, which made certain amendments to the Initial Agreement; and**

**WHEREAS, the parties wish to modify the Amended Agreement and enter into this Second Amended and Restated Transit Governance Interlocal Agreement to further promote the goals of CATS and the MTC; and**

**WHEREAS, the parties agree to periodically reexamine the effectiveness of this Agreement and the governance structure created thereby and will undertake a comprehensive review of these issues within one year of the effective date of this Agreement.**

**NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the parties hereto agree as follows:**

**I. Purpose**

~~have cooperatively developed this Interlocal Agreement to provide~~ The purpose of this Agreement is to establish the relationships and mechanisms that will guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system.

**II. Authority**

The parties ~~to this Agreement~~ derive their authority to enter into this Agreement and provide for the establishment and operation of an integrated public transit services through this Interlocal

~~Agreement from~~ system pursuant to, *inter alia*, the following:

- Article 43 of Chapter 105 of the North Carolina General Statutes (Session Laws 1997, ch. 417, sec. 1~~X~~) (Local Government Public Transportation Sales Tax Act);
- N.C.G.S. 160A-460 *et seq.* (Interlocal joint exercise of powers);
- N.C.G.S. 160A-311 *et seq.* (Municipal public enterprises); and
- N.C.G.S. 153A-274 *et seq.* (County public enterprises).

### III. Parties

Each of the following units of local government may become a party to this Agreement upon approval of its governing board:

Mecklenburg County  
City of Charlotte  
Town of Cornelius  
Town of Davidson  
Town of Huntersville  
Town of Matthews  
Town of Mint Hill  
Town of Pineville

~~The Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville are referred to in this Agreement individually as “Town” and collectively as “Towns.”~~

Other units of local government may become a party to this Agreement pursuant to Section IX.~~BA.~~

### IV. Metropolitan Transit Commission ~~(MTC)~~

#### A. Composition

- (1) ~~A~~The Metropolitan Transit Commission (“MTC”) shall be a public body ~~composed~~comprised of:
  - (a) two representatives from each party to this Agreement as defined in Section III;
  - (b) one representative from the North Carolina Department of Transportation;
  - (c) two representatives from ~~each non party local government~~any regional member added to the MTC pursuant to subsection (3) below; and
  - (d) ~~upon affirmative vote of at least three quarters of the voting members of the MTC,~~ one representative from the South Carolina Department of Transportation, if added to the MTC pursuant to subsection (5) below.
- (2) ~~Parties. The parties to this Agreement are as defined in Section III. Each party shall have one vote, which shall be cast by its primary or alternate voting representative (defined below).~~
- (2) ~~One representative of each MTC local government~~party to this Agreement shall be its mayor (~~chairman~~or chair of the board of county commissioners) or his/her designee who shall serve at the pleasure of the mayor (~~chairman~~chair), and the other representative shall be the party’s manager (~~or~~ administrator) or his/her designee who shall serve at the pleasure of the manager (administrator). The mayor (~~chairman~~chair) or designee shall be a party’s primary voting representative and the manager (administrator) or designee shall be the alternate voting representative authorized to cast a vote in the absence of the primary voting representative. ~~The representative from the North Carolina Department of Transportation~~

~~and, if applicable, the South Carolina Department of Transportation shall be appointed by the MTC and shall serve either: (i) at the pleasure of the MTC; or (ii) for an established term, as determined by the MTC.~~

~~(3) Regional Members. A unit of local government that is not a party to this agreement~~Agreement may be added as a non-party local government "regional member" of the MTC by affirmative vote equal to three quarters of all the voting members~~representatives of the MTC. Once added to the MTC, a regional member shall have one vote that may be cast by its voting representative.~~

~~(3) Only a county that is contiguous with Mecklenburg County, or a municipality located within such a county, shall be eligible to become a non-party regional member. No more than one unit of local government from each county that is contiguous with Mecklenburg County may be selected as a non-party member. The financial and other legal commitments of a non-party local government regional member (including those in subsection (a) below) shall be approved by the MTC and established through an interlocal agreement between such non-party regional member and the City of Charlotte, which agreement must be approved, prior to adding the non-party local government such regional member to the MTC. A regional member shall be removed from the MTC upon termination or expiration of its interlocal agreement with the City.~~

~~(a) In addition to the eligibility requirements above, a county or municipality shall do all of the following to be eligible to become a regional member:~~

- ~~i. complete any Federal Transit Administration-sanctioned studies to justify any anticipated rapid transit project in the local government's jurisdiction;~~
- ~~ii. document evidence of stable, adequate source(s) of funding for capital and operating costs for any anticipated rapid transit project in the local government's jurisdiction; and~~
- ~~iii. adopt transit-oriented land-use policies and zoning for any proposed station locations associated with such rapid transit project.~~

~~(4) Regional Participants. The MTC shall appoint or provide for the appointment of a minimum appropriate number of three non-voting members representative of "regional participants" from local governments from outside Mecklenburg County to ensure regional representation. In addition, unless~~

~~(5) State Transportation Departments.~~

~~(a) NCDOT: The representative from the North Carolina Department of Transportation shall be the North Carolina Board of Transportation ("NCBOT") member representing Mecklenburg County, or the representative designated by the Secretary of Transportation in the absence of a NCBOT member who represents Mecklenburg County; provided such designated representative shall serve only for the period up to and until there is a NCBOT member who represents Mecklenburg County. The representative from the North Carolina Department of Transportation shall have one vote.~~

~~(4)(b) SCDOT: Upon affirmative vote of all the voting representatives of the MTC, the South Carolina Department of Transportation may have one~~

representative added to the MTC. Such representative shall be appointed by the MTC and shall serve either: (i) at the pleasure of the MTC or (ii) for an established term, as determined by the MTC. Unless and until the MTC has voted to ~~make such~~ allow the South Carolina Department of Transportation a voting representative ~~a voting member~~, the MTC shall appoint or provide for the appointment of one non-voting representative of the South Carolina Department of Transportation.

## **B. Officers**

The MTC ~~There~~ shall ~~choose from its members~~ be a ~~chair~~ Chair and ~~vice chair~~ Vice-Chair of the MTC.

The Chair of the MTC shall be the Chair of the Mecklenburg County Board of Commissioners (or the Board Chair's designee, who shall serve at the pleasure of the Board Chair) starting December 1 of each odd-numbered year and shall be the Mayor of the City of Charlotte (or the Mayor's designee, who shall serve at the pleasure of the Mayor) starting December 1 of each even-numbered year.

The MTC shall select a Vice-Chair who shall be the primary voting representative from one of the Towns.

## **C. Quorum**

A majority of the voting membershiprepresentatives of the MTC shall constitute a quorum.

## **D.A. Responsibilities**

## **D. Powers and Duties**

The MTC shall have the power and authority to:

- Review and ~~recommend~~approve long-range public transportation plans;
- Work with all affected local Metropolitan Planning Organizations to develop the long-range transportation plan ( within Mecklenburg County, including public transportation);
  - (1) Establish priorities for ~~two year operating and five year capital programs~~ CATS;
  - (2) Hold budget retreats to discuss ~~Review and recommend two year transit~~ develop the capital and operating programs and second year program adjustments; budgets for CATS
  - (3) Review and recommend ~~five year~~the capital programs and operating budgets for CATS, subject to the approval of the Charlotte City Council as specified in Section VII of this Agreement;
  - (4) Provide input into the review and evaluation of the performance of CATS;
  - (5) Review and from time to time approve updates to the CATS Agency Safety Plan in the MTC's role as the designated Equivalent Authority for CATS under 49 C.F.R. § 673.11.
  - (6) Approve any agreement, policy, or arrangement proposed by CATS for the extension of services outside of Mecklenburg County;

(7) Make recommendations for how CATS can ensure that it operates in a manner that equitably serves the citizens of each of the parties to this Agreement (measured based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes);

■(8) Conduct public involvement programs to provide community input on proposed five-year capital and two-year operating programs; and

(9) Citizens inspect all public records of and concerning CATS, as well as any property, facilities, or equipment of CATS. Such inspections shall be subject to applicable privacy and safety laws and regulations and other such reasonable limitations as CATS may require (ex. prior scheduling and appropriate notification).

V. **Public Transit Advisory Group (CTAG) Committee**

A. **Composition, Terms, and Officers**

~~As of January 1, 2025, all existing advisory committees of the MTC shall be dissolved and a new Public Transit Advisory Committee (“PTAC”) of the MTC shall be formed. PTAC shall be an~~ advisory body composed of two members appointed by the Mecklenburg County Board of Commissioners, two members appointed by the Charlotte City Council, one member appointed by The Charlotte-Mecklenburg Board of Education, one member appointed by each Town that is a party to this Agreement, one member appointed by a ~~non-party local government regional member~~ added pursuant to Section IV.A. of the Agreement, ~~(if any)~~, one member appointed by the ~~Chairman~~Chair of the Mecklenburg County Board of Commissioners ~~(who shall serve as co-chair, of PTAC)~~, and one member appointed by the Mayor of the City of Charlotte ~~(who shall serve as co-chair, of PTAC)~~. A ~~holder of~~ publicly elected office ~~holder~~ shall not serve on ~~the CTAG~~PTAC.

~~In order to ensure stability and continuity, the members of the CTAG shall serve two year staggered terms that begin on July 1 and end on June 30. The initial terms of the appointees of the Mecklenburg County Board of Commissioners, the Charlotte City Council, The Charlotte-Mecklenburg Board of Education and the Mayor of the City of Charlotte shall end on June 30, 2001. The initial terms of the appointees of the Towns and the Chairman of the Mecklenburg County Board of Commissioners shall end on June 30, 2002.~~

~~At any time after the earlier of: (i) the adoption by the MTC of a new implementation plan for the 2025 Corridor System Plan; or (ii) January 1, 2009, the~~The MTC may, upon affirmative vote of at least three-quarters of the voting ~~members~~representatives, dissolve ~~the CTAG~~. ~~Should the MTC dissolve the CTAG pursuant to this paragraph, the terms of all CTAG members shall end~~PTAC effective ~~upon the as of a selected~~ dissolution date ~~and the CTAG~~. ~~As of any selected dissolution date, the terms of all PTAC members shall end and PTAC~~ shall cease to have any responsibilities under this Agreement.

**B. Responsibilities**

**B.A. Responsibilities**

~~Review the chief transit official's~~PTAC shall be responsible for (1) reviewing the CATS CEO's (defined below) proposed ~~two-year~~ operating programs and ~~second-year program adjustments and~~ five-year capital programs ~~and make~~, (2) reviewing transit policies, (3) serving as an initial forum for suggestions and complaints concerning fares, routes and schedules, and (4) making recommendations to the MTC ~~regarding these matters~~. PTAC shall also be responsible for providing ~~Provide~~ such other advisory functions as directed by the MTC.

~~Conduct the mandatory governance review pursuant to Section IX.C of this Agreement.~~

In addition to ~~the CTAG~~PTAC, the MTC may establish and appoint other standing and/or *ad hoc* advisory committees as it deems appropriate.

## VI. Administration

### A. CATS Chief ~~Transit Official~~Executive Officer ("CATS CEO")

The ~~chief transit official~~CATS CEO shall be a City of Charlotte employee appointed by the Charlotte City Manager (the "City Manager") with the concurrence of the Mecklenburg County Manager and ~~an~~ MTC ~~member~~voting representative (not a ~~Charlotte City~~ or ~~Mecklenburg~~ County representative) selected by the MTC.

~~The~~ process for selection of the CATS CEO shall be as set forth in Appendix A.

~~The~~ chief transit official isCATS CEO shall be subject to review and evaluation by the ~~Charlotte~~ City Manager with input from the ~~Mecklenburg~~ County Manager and an MTC ~~member~~voting representative (not a ~~Charlotte City~~ or ~~Mecklenburg~~ County representative) selected by the MTC.

The ~~chief transit official's~~CATS CEO's salary and benefits shall be established by the ~~Charlotte City Manager~~.

~~The Charlotte~~ City Manager ~~has~~.

The City Manager shall have the authority to remove the ~~chief transit official~~CATS CEO. In addition, if a majority of the total voting ~~membership~~representatives of the MTC approves a vote of "no confidence," the City Manager shall remove or reassign the ~~chief transit official~~CATS CEO.

### B. Organization and Staffing

The CATS CEO shall supervise and direct such personnel as are necessary to operate CATS and implement the approved capital and operating programs. CATS personnel shall be employees of the City.

### C. Responsibilities

(1) Operation of CATS

~~The~~ ~~Except as may otherwise be provided for in a two-year operating program,~~  
~~transit activities will be organized and staffed by the City of Charlotte.~~

~~Responsibilities~~ ~~CATS CEO shall (i) ensure the safe and efficient operation of CATS,~~  
~~including the performance of all regular and necessary maintenance for all~~  
~~equipment and facilities; (ii) carry out the approved capital and operating programs;~~  
~~and (iii) ensure compliance with all applicable local, state, and federal laws, rules,~~  
~~and regulations that govern CATS and its operations.~~

~~(2)~~ Submission of Items to the MTC

~~C.~~ The CATS CEO

~~The chief transit official~~ shall develop and submit to the MTC:

~~(1)(i)~~ proposed long-range public transportation plans;

~~(2)(ii)~~ lists of programs and services for MTC prioritization and approval;

~~(3)(iii)~~ proposed ~~two-year transit~~ annual operating programs ~~and second-year program~~  
adjustments;

~~(4)(iv)~~ proposed five-year capital programs; and

~~(5)(v)~~ annual assessments of service and other plan items.

~~(3)~~ Required Communications to the MTC

~~The chief transit official~~ CATS CEO shall ~~carry out the approved~~ provide to the MTC  
a monthly report showing the performance status of CATS's four target safety  
goals (fatalities, injuries, safety events, and system reliability), as defined in  
Section 1.2.2 of the CATS Agency Safety Plan.

Any final audit reports issued by NCDOT State Safety Oversight or the Federal  
Transit Administration concerning CATS shall be furnished by the CATS CEO to  
the MTC by the later of (i) the next regular meeting of the MTC or (ii) 15 days of  
CATS's receipt of such report.

The CATS CEO shall promptly report to the MTC any other incidents, events, or  
matters that materially affect the operation of CATS, public safety within CATS, or  
CATS operating and capital programs.

**VII. Programs and Budgets**

**A. Five-Year Capital Program and Annual Operating Program**

~~A.~~ The budget of CATS shall be set forth in a five-year capital program and ~~two-~~  
year annual operating program.

Five-year capital programs ~~are~~ shall be developed and approved annually and cover a  
rolling five-year term.

~~Two-year operating~~ Operating programs ~~are~~ shall be developed and approved  
biennially annually. Adjustments and revisions may be made in during the second year  
of an operating program year. The ~~two-year annual~~ operating program cycle will coincide

---

with the ~~City of Charlotte's two-year~~City's annual budget cycle. Each operating program shall include an "MTC discretionary fund" of no more than \$500,000. Upon an affirmative vote of at least two-thirds of the voting representatives of the MTC, the MTC may direct the use of the discretionary funds to conduct studies or commission reports concerning CATS's operations, facilities, equipment, or safety issues. Any funds remaining at the end of the applicable fiscal year will be used to offset the following fiscal year's discretionary fund. The City will be the contracting party for all contracts funded through the discretionary fund; thus, all such contracts may be subject to Charlotte City Council approval and must comply with the City's procurement policy.

Capital and operating programs shall specify those transit service investments in the Towns that demonstrate that such investments are at a level that equals or ~~exceed each Town's theoretical local transit sales tax share~~exceeds each Town's theoretical local transit sales tax share (such share to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). Capital and operating programs shall also include an accounting showing the contributions of each party to this Agreement to CATS, as well as the services, and approximate value thereof, provided to the citizens and constituents of each party (with the contributions and services calculated based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). The MTC shall hold a workshop to discuss the accounting.

Capital and operating programs shall implement the statutory obligation for the County's net transit sales tax proceeds to be equitably allocated in consideration of the identified needs of local public transportation systems in the county, countywide human service transportation systems, and expansion of public transportation service to unserved areas in the county.

**B. ~~Annual process~~Process for Development and schedule for development~~Approval of the Capital and recommendation of capital and operating programs~~Operating Program**

The MTC will hold an annual budget retreat in October of each year to review and discuss budget priorities for the upcoming capital and operating program years.

By January 30 of each year, the ~~chief transit official~~CATS CEO shall submit to the MTC a proposed capital program and operating program/~~second year adjustments~~.

The MTC ~~review and recommendation process~~ shall provide opportunities for input from the parties to this Agreement and the public in the course of its review of proposed capital and operating programs.

By April 30, the MTC shall approve a recommended capital program and operating program/~~second year adjustments~~.

~~The~~The MTC-recommended capital program and operating program will be considered and voted upon by the Charlotte City Council ~~must approve the capital program and operating program/second year adjustments.~~ After ~~the initial~~ five-year capital program is approved, approval for subsequent five-year capital programs may be withheld only as to changes to the immediately preceding capital program and the new fifth year. ~~Upon approval,~~If the Charlotte City Council shall fund~~approves the capital program and operating program,~~ the programs shall be funded through budget and/or project ordinances.

**C. ~~In the event that~~Appointment of Conference Committee and Mediation**

---

If the Charlotte City Council does not, ~~within 90 days after approve~~ the MTC ~~approves a recommended capital and operating program/second year adjustments, approve the recommended capital and/or operating program/second year adjustments for CATS within 60 days after it is recommended by the MTC~~, the Mayor of the City of Charlotte shall appoint three Charlotte City Council Members and the ~~Chairman~~Chair of the Mecklenburg County Board of Commissioners shall select three ~~members~~representatives of the MTC, none of whom shall be a representative of the City ~~of Charlotte~~, to a conference committee which shall, within 60 days of appointment, develop and recommend to the Charlotte City Council and the MTC a conference committee program report, which report must be approved by the Charlotte City Council and MTC before funding and implementation.

~~Any Town dissatisfied with the recommendation of the MTC or the capital and operating programs approved by the Charlotte City Council may withdraw pursuant to Section X.D of this Agreement.~~

#### ~~C.A. Budget and Project Ordinances~~

~~Through its budget ordinance, each party shall appropriate for transfer to the City of Charlotte:~~

- ~~(1) transit sales tax receipts;~~
- ~~(2)(1) transit fares, fees, rents, or other charges;~~
- ~~(3)(1) maintenance of effort obligation;~~
- ~~(4)(1) state and federal transit grants and other intergovernmental transit related transfers; and~~
- ~~(5)(1) other transit appropriations.~~

~~The City of Charlotte shall fund and implement approved capital and operating programs through budget, project, and other ordinances, resolutions, contracts, and other legislative and administrative measures.~~

~~In the event that the~~ If the conference committee does not reach agreement within the first 20 days after members are appointed, any party to this Agreement may request and require that the City and the MTC participate in a mediation to resolve their differences. Such mediation shall be conducted within the 60-day time frame for developing and recommending the conference committee program report set forth above. If the parties cannot agree on a mediator, the City Manager and County Manager shall each provide a list of two potential mediators to the Chair of the MTC, the Chair and Vice-Chair shall select a mediator from lists provided. The party requesting mediation shall pay all fees and expenses of the mediator.

#### ~~D. Capital and Operating Programs in the Absence of Agreement~~

If the Charlotte City Council has not approved the capital and operating programs prior to ~~the Charlotte City Council's~~sits adoption of a budget ordinance, the City Council shall appropriate only such funds ~~that~~as are sufficient to service previously approved debt and to fund the maintenance and operation of previously approved levels of transit service. If the Charlotte City Council and the MTC approve a conference committee program report after the Charlotte City Council adopts a budget ordinance, the Charlotte City Council shall adopt such budget ordinance amendments and/or project ordinances as are necessary to fully fund the approved capital and operating programs.

---

## E. Budget and Project Ordinances

Through its budget ordinance, each party shall appropriate for transfer to the City:

- (1) transit sales tax receipts;
- (2) transit fares, fees, rents, or other charges;
- (3) maintenance of effort obligation;
- (4) state and federal transit grants and other intergovernmental transit related transfers; and
- (5) other transit appropriations.

The City shall fund and implement approved capital and operating programs through budget, project, and other ordinances, resolutions, contracts, and other legislative and administrative measures.

## VIII. Financing

### A. Transit Sales Tax Revenues

~~Beginning in FY00, each~~Each party eligible for receipt of a share of the transit sales tax shall annually appropriate all transit sales tax revenues for transfer to the City ~~of Charlotte.~~  
~~Quarterly sales.~~ Sales tax receipts shall be transferred to the City ~~of Charlotte~~ within five business days of receipt of the distribution.

If the Mecklenburg County Board of Commissioners is given authority to levy an increased sales tax for transit and transportation purposes, any portion of the increased sales tax revenues that is designated for public transit uses shall be treated the same as the existing sales tax revenue under this Agreement. Any other portion of increased sales tax revenues (collectively, the "Non-Transit Sales Tax Revenue") shall be distributed to units of local government according to any authorizing legislation or other applicable law and shall not be subject to this Agreement.

### B. Fares, Fees, Rents, and ~~other~~Other Charges

~~Beginning in FY00, and except~~Except as may otherwise be provided in the ~~two-year~~annual operating program, each party receiving transit fares, fees, rents and other transit charges shall annually appropriate same for transfer to the City ~~of Charlotte.~~ Such funds shall be transferred to the City ~~of Charlotte~~ by the tenth day of the month immediately following the month during which such funds are received.

### C. Maintenance of Effort<sup>1</sup>

Beginning in FY00, each party shall annually appropriate for transfer to the City ~~of Charlotte~~ a "maintenance of effort" amount equal to its agreed upon FY98 "local expenditure for transit services." Maintenance of effort obligations shall be transferred to the City ~~of Charlotte~~ no later than December 31 of each fiscal year. The City ~~of Charlotte~~ shall annually supplement all other sources of transit revenue with an appropriation equal to its agreed upon FY98 "local expenditure for transit services."

---

<sup>1</sup> N.C.G.S. 105-~~510~~507.3(b) provides, in part, that "[e]very unit of government shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems."

---

“Local expenditure for transit services” shall mean all capital and operating expenditures for transit services other than (1) those funded through state or federal grants; (2) other intergovernmental transfers; or (3) from fares, fees, rents, or other service charges.

**D. State and Federal Grants and ~~other~~Other Intergovernmental Transfers**

~~Beginning in FY00, and except~~Except as may otherwise be provided in the five-year capital or ~~two-year~~annual operating programs, each party receiving other transit revenues such as state and federal grants and other intergovernmental transfers shall annually appropriate same for transfer to the City ~~of Charlotte.~~ Such funds shall be transferred to the City ~~of Charlotte~~ within five business days of receipt.

**E. Other Appropriations**

Any party may appropriate and transfer other funds to the City ~~of Charlotte~~ for identified activities.

**F. Debt**

All transit debt shall be issued in accordance with approved five-year capital programs.

**G. Annual Reporting**

The ~~chief transit officer~~CATS CEO shall provide annual financial reports.

**IX. Miscellaneous**

~~A. Program and Budget~~

~~Since, pursuant to Section VII of this Agreement, the MTC’s first capital and operating program cycle will lead to budgetary actions that fund the programs in FY01, the MTC may recommend interim transit programs to be funded in FY00. Interim transit programs recommended by the MTC must be approved by the Mecklenburg County Board of Commissioners and the Charlotte City Council prior to any action by the City of Charlotte to fund such interim programs.~~

~~Notwithstanding the preceding paragraph, the Charlotte City Council may fully fund through its FY00 budget the FY00 capital and operating components of the City’s approved five-year transit program and requested Mecklenburg County Human Services transportation activities.~~

~~B.A. Addition of other units of local government~~

Other units of local government may become party to this Agreement upon approval of all parties to this Agreement.

~~B. Authority~~

~~Except as modified or limited herein, and to the fullest extent authorized by law, the City and its officers, agents, and employees shall, with respect to public transit, have the jurisdiction, powers, functions, public enterprises, rights, privileges, and immunities of the~~

other parties to this Agreement.

**C. Mandatory Governance Review**

**C.A. Mandatory Governance Review**

During FY04, Within one year of the CTAG effective date of this Agreement, the MTC shall undertake and complete a comprehensive governance review which shall consider the effectiveness of this Agreement and the governance structure established hereunder as well as other possible governance structures including, but not limited to, various forms of a transit authority. The governance review shall be conducted in a manner that ensures public and transit stakeholder input and participation. No later than June 30, 2004, the CTAG The governance review may be undertaken by the MTC directly or may be conducted by other entities at the MTC's direction as the MTC deems appropriate. Within one year of the effective date of this Agreement, the MTC shall provide the governing boards of the parties to this Agreement with its report and recommendations.

~~D. Except as modified or limited herein, and to the fullest extent authorized by law, the City of Charlotte and its officers, agents, and employees shall, with respect to public transit, have the jurisdiction, powers, functions, public enterprises, rights, privileges, and immunities of the other parties to this Agreement.~~

Notwithstanding the requirements of this section, the MTC may vote to cancel the comprehensive governance review required by this section if subsequent legislation concerning CATS or other circumstances obviate the need for such a review.

**X. Effective Date, Term, Amendment, and Withdrawal**

**A. Effective Date**

This Agreement shall become effective upon (i) approval by the Charlotte City Council and the Mecklenburg County Board of Commissioners, (ii) approval by three-quarters (75%) of the Towns other than those that have withdrawn from the MTC, and (iii) the adoption by the Mecklenburg County Board of Commissioners of a resolution levying the transit sales tax.

**B. Term**

This Agreement shall continue through June 30, 2034. The Agreement shall automatically extend by a further five (5) years on June 30, 2034, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration. The Agreement shall automatically extend by a further five (5) years on each subsequent expiration date, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration.

**C. Continuing Debt Obligations**

Upon the expiration or termination of this Agreement, each party shall continue to be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement (including any refunding debt) by (2) such party's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County (such percentage to be calculated on a

---

~~per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). This continuing debt obligation will end when all debt obligations are satisfied.~~

~~Notwithstanding anything herein to the contrary, no party to this Agreement shall be required to use any of its Non-Transit Sales Tax Revenue to satisfy its continuing debt obligations under this section.~~

#### D. **Amendment**

~~This Agreement shall continue until the later of: (1) June 30, 2024; or (2) the end of the fiscal year that expires at least five years but no more than six years after the maturation date of latest maturing debt issued pursuant to an approved five-year capital program.~~

#### C.A. **Amendment**

This Agreement may be ~~either~~ amended or terminated by authorized agreement of the City ~~of Charlotte, Mecklenburg, the~~ County, and at least three-quarters (75%) of the Towns other than those that have withdrawn from the MTC.

#### D.E. **Town Withdrawal**

Any Town may withdraw from this Agreement effective at the start of a fiscal year (July 1) by giving written notice to the other parties to this Agreement no later than the end of the immediately preceding fiscal year (June 30).

Except as provided herein, upon withdrawal from this ~~agreement~~Agreement, a Town: (1) shall lose all rights under this Agreement; and (2) shall, except as provided in the following paragraph, no longer be obligated to appropriate and transfer to the City ~~of Charlotte~~ transit sales tax receipts, transit fares, fees, rents, or other charges, maintenance of effort obligation, or state and federal grants and other intergovernmental transfers.

Upon withdrawal from this Agreement, a Town shall be liable for, and shall annually appropriate and transfer to the City ~~of Charlotte~~ no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement while the Town was a party to this Agreement (including any refunding debt) by (2) the Town's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County ~~that receive a distribution of the transit sales and use tax.~~

A ~~town~~Town that has withdrawn may regain its status as a full party to this Agreement upon approval of its governing board effective on the first date of the fiscal year beginning immediately following the governing board's approval.

#### **XI. Revised Agreement**

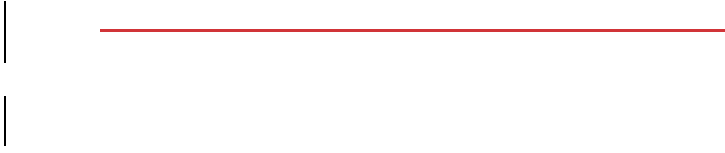
~~The Chief Transit Official is hereby authorized and directed to prepare a revised Agreement that incorporates the amendments set forth herein. Such revised Agreement shall include appropriately placed historical notations that reference the amendments.~~

~~Executed as amended on the day and year noted above stated by authority duly~~

---

~~granted by the governing boards of the parties hereto.~~

**[SIGNATURE PAGES INTENTIONALLY OMITTED]**



---

## APPENDIX A

### Selection Process for CATS CEO

Selection of the CATS CEO shall be conducted in accordance with the following procedure:

- Selection of an Executive Search Firm. Following consultation with the MTC, the City shall select and engage an executive search firm with experience related to public transportation.
  
- Development of Position Profile and Listing. Working with the City Manager, the Executive Search Firm shall prepare a position profile and listing for the CATS CEO position. If instructed by the City Manager, the Executive Search Firm may conduct surveys and/or focus groups of key stakeholders identified by the City Manager to inform its preparation of the position profile and listing. The Executive Search Firm shall then submit the position profile and listing to the MTC for approval.
  
- Advertisement and Solicitation of Applications. Following approval of the position profile and listing, the Executive Search Firm shall advertise and solicit applications for the position both locally and nationally.
  
- Review of Applications and Interviews. The Executive Search Firm shall assist the City Manager and an MTC voting representative (not a City or County representative) selected by the MTC (the "selected MTC representative") in narrowing the field of candidates and selecting candidates for interviews. This process may include one or more rounds of initial interviews. The selected MTC representative may participate in any such interviews. The City Manager then shall present the results of the application process and recommendations regarding finalists to the MTC in closed session.

Interviews with finalists shall be conducted by panel(s) that include the City Manager, the County Manager, and the selected MTC representative.

- Final Selection. Final selection of the CATS CEO shall be made by the City Manager, who shall appoint the CATS CEO upon concurrence of the County Manager and the selected MTC representative.

#### I. Interim CATS CEO

In the event the position of CATS CEO becomes vacant, the City Manager may appoint, after consultation with the MTC, an interim CATS CEO, who shall serve in the role until a permanent replacement is selected in accordance with the procedures set forth above.

If a vacancy occurs before an interim CATS CEO is approved, the City Manager shall have authority to designate one or more employees to temporarily exercise the duties of the CATS CEO until an interim is appointed.

This Second Amended and Restated Transit Governance Interlocal Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by and among the **COUNTY OF MECKLENBURG** (the “County”), a political subdivision of the State of North Carolina, the **CITY OF CHARLOTTE** (the “City”), a municipal corporation organized under the laws of the State of North Carolina, and such other **MUNICIPAL CORPORATIONS ORGANIZED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA LISTED IN SECTION III OF THIS AGREEMENT** (each a “Town” and collectively, the “Towns”) whose governing boards have adopted a resolution approving this Agreement and who are signatories to this Agreement.

**WITNESSETH:**

**WHEREAS**, the parties hereto have the power pursuant to Section 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to perform jointly any function that they have the power to perform alone, or to contract with one another for the performance of any governmental function that they have the power to perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

**WHEREAS**, in 1998, drawing from community input and building on a ten-year regional planning process, the parties to this Agreement undertook to develop an integrated transit/land use plan, which resulted in the publication of the “2025 Integrated Transit/Land-Use Plan for Charlotte Mecklenburg” (the “2025 Integrated Plan”) in July 1998; and

**WHEREAS**, based, in part, on the 2025 Integrated Plan, and pursuant to Article 43 of Chapter 105 of the North Carolina General Statutes, the Mecklenburg County Board of Commissioners called an advisory referendum for the levy of a one-half percent local sales and use tax for the purpose of financing public transportation systems; and

**WHEREAS**, the voters of Mecklenburg County approved the referendum on November 3, 1998; and

**WHEREAS**, the 2025 Integrated Plan included a section on governance that called for the units of local government engaged in this regional effort to share responsibility and accountability for transit services under the following guiding principles:

Provide for coordinated transit operations on a county-wide basis;

Retain for the elected bodies the responsibility of approving long-range transit plans and the capital and operating programs that support these plans;

Ensure that public involvement is a component;

Assure that Town interests are represented; and

Be flexible and expandable so jurisdictions outside Mecklenburg County could become part of the system; and

**WHEREAS**, consistent with the guiding principles and other components of the 2025 Integrated Plan’s governance recommendations, the parties entered into a Transit Governance Interlocal Agreement (the “Initial Agreement”) dated February 16, 1999, to provide the relationships and mechanisms to guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system; and

**WHEREAS**, the integrated public transit system established pursuant to the Initial Agreement has come to be known as the Charlotte Area Transit System (“CATS”), which operates as a public enterprise and department of the City and is responsible for providing public transportation in the greater Charlotte area, including the County and each of the Towns; and

**WHEREAS**, the Initial Agreement established the Metropolitan Transit Commission (“MTC”) to, among other things, review and recommend long-range public transportation plans and review and recommend two-year operating and five-year capital program budgets for CATS; and

**WHEREAS**, the parties later entered into an Amended Transit Governance Interlocal Agreement (the “Amended Agreement”) dated November 28, 2005, which made certain amendments to the Initial Agreement; and

**WHEREAS**, the parties wish to modify the Amended Agreement and enter into this Second Amended and Restated Transit Governance Interlocal Agreement to further promote the goals of CATS and the MTC; and

**WHEREAS**, the parties agree to periodically reexamine the effectiveness of this Agreement and the governance structure created thereby and will undertake a comprehensive review of these issues within one year of the effective date of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Agreement, the parties hereto agree as follows:

**I. Purpose**

The purpose of this Agreement is to establish the relationships and mechanisms that will guide the planning, financing, and implementation of an effective, efficient, responsive, and accountable integrated regional transit system.

**II. Authority**

The parties derive their authority to enter into this Agreement and provide for the establishment and operation of an integrated public transit system pursuant to, *inter alia*, the following:

- Article 43 of Chapter 105 of the North Carolina General Statutes (Session Laws 1997, ch. 417, sec. 1) (Local Government Public Transportation Sales Tax Act);
- N.C.G.S. 160A-460 *et seq.* (Interlocal joint exercise of powers);
- N.C.G.S. 160A-311 *et seq.* (Municipal public enterprises); and
- N.C.G.S. 153A-274 *et seq.* (County public enterprises).

**III. Parties**

Each of the following units of local government may become a party to this Agreement upon approval of its governing board:

- Mecklenburg County
- City of Charlotte
- Town of Cornelius
- Town of Davidson
- Town of Huntersville
- Town of Matthews
- Town of Mint Hill
- Town of Pineville

Other units of local government may become a party to this Agreement pursuant to Section IX.A.

#### IV. Metropolitan Transit Commission

##### A. Composition

- (1) The Metropolitan Transit Commission (“MTC”) shall be a public body comprised of:
  - (a) two representatives from each party to this Agreement as defined in Section III;
  - (b) one representative from the North Carolina Department of Transportation;
  - (c) two representatives from any regional member added to the MTC pursuant to subsection (3) below; and
  - (d) one representative from the South Carolina Department of Transportation, if added to the MTC pursuant to subsection (5) below.

- (2) Parties. The parties to this Agreement are as defined in Section III. Each party shall have one vote, which shall be cast by its primary or alternate voting representative (defined below).

One representative of each party to this Agreement shall be its mayor (or chair of the board of county commissioners) or his/her designee who shall serve at the pleasure of the mayor (chair), and the other representative shall be the party’s manager (or administrator) or his/her designee who shall serve at the pleasure of the manager (administrator). The mayor (chair) or designee shall be a party’s primary voting representative and the manager (administrator) or designee shall be the alternate voting representative authorized to cast a vote in the absence of the primary voting representative.

- (3) Regional Members. A unit of local government that is not a party to this Agreement may be added as a “regional member” of the MTC by affirmative vote of all the voting representatives of the MTC. Once added to the MTC, a regional member shall have one vote that may be cast by its voting representative.

Only a county that is contiguous with Mecklenburg County, or a municipality located within such a county, shall be eligible to become a regional member. The financial and other legal commitments of a regional member (including those in subsection (a) below) shall be approved by the MTC and established through an interlocal agreement between such regional member and the City, prior to adding such regional member to the MTC. A regional member shall be removed from the MTC upon termination or expiration of its interlocal agreement with the City.

- (a) In addition to the eligibility requirements above, a county or municipality shall do all of the following to be eligible to become a regional member:
  - i. complete any Federal Transit Administration-sanctioned studies to justify any anticipated rapid transit project in the local government’s jurisdiction;
  - ii. document evidence of stable, adequate source(s) of funding for capital and operating costs for any anticipated rapid transit project in the local government’s jurisdiction; and
  - iii. adopt transit-oriented land-use policies and zoning for any proposed station locations associated with such rapid transit project.

- (4) Regional Participants. The MTC shall appoint or provide for the appointment of an

appropriate number of non-voting “regional participants” from local governments from outside Mecklenburg County to ensure regional representation.

(5) State Transportation Departments.

- (a) NCDOT: The representative from the North Carolina Department of Transportation shall be the North Carolina Board of Transportation (“NCBOT”) member representing Mecklenburg County, or the representative designated by the Secretary of Transportation in the absence of a NCBOT member who represents Mecklenburg County; provided such designated representative shall serve only for the period up to and until there is a NCBOT member who represents Mecklenburg County. The representative from the North Carolina Department of Transportation shall have one vote.
- (b) SCDOT: Upon affirmative vote of all the voting representatives of the MTC, the South Carolina Department of Transportation may have one representative added to the MTC. Such representative shall be appointed by the MTC and shall serve either: (i) at the pleasure of the MTC or (ii) for an established term, as determined by the MTC. Unless and until the MTC has voted to allow the South Carolina Department of Transportation a voting representative, the MTC shall appoint or provide for the appointment of one non-voting representative of the South Carolina Department of Transportation.

**B. Officers**

There shall be a Chair and Vice-Chair of the MTC.

The Chair of the MTC shall be the Chair of the Mecklenburg County Board of Commissioners (or the Board Chair’s designee, who shall serve at the pleasure of the Board Chair) starting December 1 of each odd-numbered year and shall be the Mayor of the City of Charlotte (or the Mayor’s designee, who shall serve at the pleasure of the Mayor) starting December 1 of each even-numbered year.

The MTC shall select a Vice-Chair who shall be the primary voting representative from one of the Towns.

**C. Quorum**

A majority of the voting representatives of the MTC shall constitute a quorum.

**D. Powers and Duties**

The MTC shall have the power and authority to:

- (1) Review and approve long-range public transportation plans within Mecklenburg County, including for CATS;
- (2) Hold budget retreats to discuss and develop the capital and operating budgets for CATS
- (3) Review and recommend the capital and operating budgets for CATS, subject to the approval of the Charlotte City Council as specified in Section VII of this Agreement;

- (4) Provide input into the review and evaluation of the performance of CATS;
- (5) Review and from time to time approve updates to the CATS Agency Safety Plan in the MTC's role as the designated Equivalent Authority for CATS under 49 C.F.R. § 673.11.
- (6) Approve any agreement, policy, or arrangement proposed by CATS for the extension of services outside of Mecklenburg County;
- (7) Make recommendations for how CATS can ensure that it operates in a manner that equitably serves the citizens of each of the parties to this Agreement (measured based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes);
- (8) Conduct public involvement programs to provide community input on proposed five-year capital and two-year operating programs; and
- (9) Inspect all public records of and concerning CATS, as well as any property, facilities, or equipment of CATS. Such inspections shall be subject to applicable privacy and safety laws and regulations and other such reasonable limitations as CATS may require (ex. prior scheduling and appropriate notification).

**V. Public Transit Advisory Committee**

**A. Composition, Terms, and Officers**

As of January 1, 2025, all existing advisory committees of the MTC shall be dissolved and a new Public Transit Advisory Committee ("PTAC") of the MTC shall be formed. PTAC shall be an advisory body composed of two members appointed by the Mecklenburg County Board of Commissioners, two members appointed by the Charlotte City Council, one member appointed by The Charlotte-Mecklenburg Board of Education, one member appointed by each Town that is a party to this Agreement, one member appointed by a regional member added pursuant to Section IV.A. of the Agreement (if any), one member appointed by the Chair of the Mecklenburg County Board of Commissioners (who shall serve as co-chair of PTAC), and one member appointed by the Mayor of the City of Charlotte (who shall serve as co-chair of PTAC). A holder of publicly elected office shall not serve on PTAC.

The MTC may, upon affirmative vote of at least three-quarters of the voting representatives, dissolve PTAC effective as of a selected dissolution date. As of any selected dissolution date, the terms of all PTAC members shall end and PTAC shall cease to have any responsibilities under this Agreement.

**B. Responsibilities**

PTAC shall be responsible for (1) reviewing the CATS CEO's (defined below) proposed operating programs and five-year capital programs, (2) reviewing transit policies, (3) serving as an initial forum for suggestions and complaints concerning fares, routes and schedules, and (4) making recommendations to the MTC regarding these matters. PTAC shall also be responsible for providing such other advisory functions as directed by the MTC.

In addition to PTAC, the MTC may establish and appoint other standing and/or *ad hoc* advisory committees as it deems appropriate.

**VI. Administration**

**A. CATS Chief Executive Officer (“CATS CEO”)**

The CATS CEO shall be a City of Charlotte employee appointed by the Charlotte City Manager (the “City Manager”) with the concurrence of the Mecklenburg County Manager and an MTC voting representative (not a City or County representative) selected by the MTC. The process for selection of the CATS CEO shall be as set forth in **Appendix A**.

The CATS CEO shall be subject to review and evaluation by the City Manager with input from the County Manager and an MTC voting representative (not a City or County representative) selected by the MTC.

The CATS CEO’s salary and benefits shall be established by the City Manager.

The City Manager shall have the authority to remove the CATS CEO. In addition, if a majority of the total voting representatives of the MTC approves a vote of “no confidence,” the City Manager shall remove or reassign the CATS CEO.

**B. Organization and Staffing**

The CATS CEO shall supervise and direct such personnel as are necessary to operate CATS and implement the approved capital and operating programs. CATS personnel shall be employees of the City.

**C. Responsibilities**

(1) *Operation of CATS*

The CATS CEO shall (i) ensure the safe and efficient operation of CATS, including the performance of all regular and necessary maintenance for all equipment and facilities; (ii) carry out the approved capital and operating programs; and (iii) ensure compliance with all applicable local, state, and federal laws, rules, and regulations that govern CATS and its operations.

(2) *Submission of Items to the MTC*

The CATS CEO shall develop and submit to the MTC:

- (i) proposed long-range public transportation plans;
- (ii) lists of programs and services for MTC prioritization and approval;
- (iii) proposed annual operating programs;
- (iv) proposed five-year capital programs; and
- (v) annual assessments of service and other plan items.

(3) *Required Communications to the MTC*

The CATS CEO shall provide to the MTC a monthly report showing the performance status of CATS’s four target safety goals (fatalities, injuries, safety events, and system reliability), as defined in Section 1.2.2 of the CATS Agency Safety Plan.

Any final audit reports issued by NCDOT State Safety Oversight or the Federal Transit Administration concerning CATS shall be furnished by the CATS CEO to the MTC by the later of (i) the next regular meeting of the MTC or (ii) 15 days of CATS’s receipt of such report.

The CATS CEO shall promptly report to the MTC any other incidents, events, or matters that materially affect the operation of CATS, public safety within CATS, or CATS operating and capital programs.

**VII. Programs and Budgets**

**A. Five-Year Capital Program and Annual Operating Program**

The budget of CATS shall be set forth in a five-year capital program and annual operating program.

Five-year capital programs shall be developed and approved annually and cover a rolling five-year term.

Operating programs shall be developed and approved annually. Adjustments and revisions may be made during the operating year. The annual operating program cycle will coincide with the City's annual budget cycle. Each operating program shall include an "MTC discretionary fund" of no more than \$500,000. Upon an affirmative vote of at least two-thirds of the voting representatives of the MTC, the MTC may direct the use of the discretionary funds to conduct studies or commission reports concerning CATS's operations, facilities, equipment, or safety issues. Any funds remaining at the end of the applicable fiscal year will be used to offset the following fiscal year's discretionary fund. The City will be the contracting party for all contracts funded through the discretionary fund; thus, all such contracts may be subject to Charlotte City Council approval and must comply with the City's procurement policy.

Capital and operating programs shall specify those transit service investments in the Towns that demonstrate that such investments are at a level that equals or exceeds each Town's theoretical local transit sales tax share (such share to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). Capital and operating programs shall also include an accounting showing the contributions of each party to this Agreement to CATS, as well as the services, and approximate value thereof, provided to the citizens and constituents of each party (with the contributions and services calculated based on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). The MTC shall hold a workshop to discuss the accounting.

Capital and operating programs shall implement the statutory obligation for the County's net transit sales tax proceeds to be equitably allocated in consideration of the identified needs of local public transportation systems in the county, countywide human service transportation systems, and expansion of public transportation service to unserved areas in the county.

**B. Annual Process for Development and Approval of the Capital and Operating Program**

The MTC will hold an annual budget retreat in October of each year to review and discuss budget priorities for the upcoming capital and operating program years.

By January 30 of each year, the CATS CEO shall submit to the MTC a proposed capital program and operating program.

The MTC shall provide opportunities for input from the parties to this Agreement and the public in the course of its review of proposed capital and operating programs.

By April 30, the MTC shall approve a recommended capital program and operating program.

The MTC-recommended capital program and operating program will be considered and voted upon by the Charlotte City Council. After a five-year capital program is approved, approval for subsequent five-year capital programs may be withheld only as to changes to the immediately preceding capital program and the new fifth year. If the Charlotte City Council approves the capital program and operating program, the programs shall be funded through budget and/or project ordinances.

**C. Appointment of Conference Committee and Mediation**

If the Charlotte City Council does not approve the MTC-recommended capital or operating program for CATS within 60 days after it is recommended by the MTC, the Mayor of the City of Charlotte shall appoint three Charlotte City Council Members and the Chair of the Mecklenburg County Board of Commissioners shall select three representatives of the MTC, none of whom shall be a representative of the City, to a conference committee which shall, within 60 days of appointment, develop and recommend to the Charlotte City Council and the MTC a conference committee program report, which report must be approved by the Charlotte City Council and MTC before funding and implementation.

If the conference committee does not reach agreement within the first 20 days after members are appointed, any party to this Agreement may request and require that the City and the MTC participate in a mediation to resolve their differences. Such mediation shall be conducted within the 60-day time frame for developing and recommending the conference committee program report set forth above. If the parties cannot agree on a mediator, the City Manager and County Manager shall each provide a list of two potential mediators to the Chair of the MTC, the Chair and Vice-Chair shall select a mediator from lists provided. The party requesting mediation shall pay all fees and expenses of the mediator.

**D. Capital and Operating Programs in the Absence of Agreement**

If the Charlotte City Council has not approved the capital and operating programs prior to its adoption of a budget ordinance, the City Council shall appropriate only such funds as are sufficient to service previously approved debt and to fund the maintenance and operation of previously approved levels of transit service. If the Charlotte City Council and the MTC approve a conference committee program report after the Charlotte City Council adopts a budget ordinance, the Charlotte City Council shall adopt such budget ordinance amendments and/or project ordinances as are necessary to fully fund the approved capital and operating programs.

**E. Budget and Project Ordinances**

Through its budget ordinance, each party shall appropriate for transfer to the City:

- (1) transit sales tax receipts;
- (2) transit fares, fees, rents, or other charges;
- (3) maintenance of effort obligation;
- (4) state and federal transit grants and other intergovernmental transit related transfers; and
- (5) other transit appropriations.

The City shall fund and implement approved capital and operating programs through budget, project, and other ordinances, resolutions, contracts, and other legislative and administrative measures.

## **VIII. Financing**

### **A. Transit Sales Tax Revenues**

Each party eligible for receipt of a share of the transit sales tax shall annually appropriate all transit sales tax revenues for transfer to the City. Sales tax receipts shall be transferred to the City within five business days of receipt of the distribution.

If the Mecklenburg County Board of Commissioners is given authority to levy an increased sales tax for transit and transportation purposes, any portion of the increased sales tax revenues that is designated for public transit uses shall be treated the same as the existing sales tax revenue under this Agreement. Any other portion of increased sales tax revenues (collectively, the "Non-Transit Sales Tax Revenue") shall be distributed to units of local government according to any authorizing legislation or other applicable law and shall not be subject to this Agreement.

### **B. Fares, Fees, Rents, and Other Charges**

Except as may otherwise be provided in the annual operating program, each party receiving transit fares, fees, rents and other transit charges shall annually appropriate same for transfer to the City. Such funds shall be transferred to the City by the tenth day of the month immediately following the month during which such funds are received.

### **C. Maintenance of Effort<sup>1</sup>**

Beginning in FY00, each party shall annually appropriate for transfer to the City a "maintenance of effort" amount equal to its agreed upon FY98 "local expenditure for transit services." Maintenance of effort obligations shall be transferred to the City no later than December 31 of each fiscal year. The City shall annually supplement all other sources of transit revenue with an appropriation equal to its agreed upon FY98 "local expenditure for transit services."

"Local expenditure for transit services" shall mean all capital and operating expenditures for transit services other than (1) those funded through state or federal grants; (2) other intergovernmental transfers; or (3) from fares, fees, rents, or other service charges.

### **D. State and Federal Grants and Other Intergovernmental Transfers**

Except as may otherwise be provided in the five-year capital or annual operating programs, each party receiving other transit revenues such as state and federal grants and other intergovernmental transfers shall annually appropriate same for transfer to the City. Such funds shall be transferred to the City within five business days of receipt.

### **E. Other Appropriations**

Any party may appropriate and transfer other funds to the City for identified activities.

### **F. Debt**

All transit debt shall be issued in accordance with approved five-year capital programs.

---

<sup>1</sup> N.C.G.S. 105-507.3(b) provides, in part, that "[e]very unit of government shall use the net proceeds to supplement and not to supplant or replace existing funds or other resources for public transportation systems."

**G. Annual Reporting**

The CATS CEO shall provide annual financial reports.

**IX. Miscellaneous**

**A. Addition of other units of local government**

Other units of local government may become party to this Agreement upon approval of all parties to this Agreement.

**B. Authority**

Except as modified or limited herein, and to the fullest extent authorized by law, the City and its officers, agents, and employees shall, with respect to public transit, have the jurisdiction, powers, functions, public enterprises, rights, privileges, and immunities of the other parties to this Agreement.

**C. Mandatory Governance Review**

Within one year of the effective date of this Agreement, the MTC shall undertake and complete a comprehensive governance review which shall consider the effectiveness of this Agreement and the governance structure established hereunder as well as other possible governance structures including, but not limited to, various forms of a transit authority. The governance review shall be conducted in a manner that ensures public and transit stakeholder input and participation. The governance review may be undertaken by the MTC directly or may be conducted by other entities at the MTC's direction as the MTC deems appropriate. Within one year of the effective date of this Agreement, the MTC shall provide the governing boards of the parties to this Agreement with its report and recommendations.

Notwithstanding the requirements of this section, the MTC may vote to cancel the comprehensive governance review required by this section if subsequent legislation concerning CATS or other circumstances obviate the need for such a review.

**X. Effective Date, Term, Amendment, and Withdrawal**

**A. Effective Date**

This Agreement shall become effective upon (i) approval by the Charlotte City Council and the Mecklenburg County Board of Commissioners, (ii) approval by three-quarters (75%) of the Towns other than those that have withdrawn from the MTC, and (iii) the adoption by the Mecklenburg County Board of Commissioners of a resolution levying the transit sales tax.

**B. Term**

This Agreement shall continue through June 30, 2034. The Agreement shall automatically extend by a further five (5) years on June 30, 2034, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration. The Agreement shall automatically extend by a further five (5) years on each subsequent expiration date, unless the City, the County, and at least three-quarters of the Towns other than those that have withdrawn from the MTC vote to amend or terminate this Agreement pursuant to section X.D. at least one year prior to such expiration.

**C. Continuing Debt Obligations**

Upon the expiration or termination of this Agreement, each party shall continue to be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement (including any refunding debt) by (2) such party's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County (such percentage to be calculated on a per capita basis consistent with Section 105-507.3(a) of the North Carolina General Statutes). This continuing debt obligation will end when all debt obligations are satisfied.

Notwithstanding anything herein to the contrary, no party to this Agreement shall be required to use any of its Non-Transit Sales Tax Revenue to satisfy its continuing debt obligations under this section.

**D. Amendment**

This Agreement may be either amended or terminated by authorized agreement of the City, the County, and at least three-quarters (75%) of the Towns other than those that have withdrawn from the MTC.

**E. Town Withdrawal**

Any Town may withdraw from this Agreement effective at the start of a fiscal year (July 1) by giving written notice to the other parties to this Agreement no later than the end of the immediately preceding fiscal year (June 30).

Except as provided herein, upon withdrawal from this Agreement, a Town: (1) shall lose all rights under this Agreement; and (2) shall, except as provided in the following paragraph, no longer be obligated to appropriate and transfer to the City transit sales tax receipts, transit fares, fees, rents, or other charges, maintenance of effort obligation, or state and federal grants and other intergovernmental transfers.

Upon withdrawal from this Agreement, a Town shall be liable for, and shall annually appropriate and transfer to the City no later than December 31 of each fiscal year, a sum of money determined by multiplying (1) the current fiscal year costs of servicing all debt issued pursuant to this Agreement while the Town was a party to this Agreement (including any refunding debt) by (2) the Town's per capita percentage basis among Mecklenburg County and the other units of local government in Mecklenburg County.

A Town that has withdrawn may regain its status as a full party to this Agreement upon approval of its governing board effective on the first date of the fiscal year beginning immediately following the governing board's approval.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective as of the day written above by authority duly granted by the governing boards of the parties.

**COUNTY OF MECKLENBURG**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Board

Approved as to form:

\_\_\_\_\_  
County Attorney

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

\_\_\_\_\_  
Director of Finance  
Mecklenburg County

**CITY OF CHARLOTTE**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Director of Finance  
City of Charlotte

**TOWN OF CORNELIUS**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Town

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

\_\_\_\_\_  
Director of Finance  
Town of Cornelius

**TOWN OF DAVIDSON**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Town

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

\_\_\_\_\_  
Director of Finance  
Town of Davidson

**TOWN OF HUNTERSVILLE**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Town

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

\_\_\_\_\_  
Director of Finance  
Town of Huntersville

**TOWN OF MATTHEWS**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Town

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

\_\_\_\_\_  
Director of Finance  
Town of Matthews

**TOWN OF MINT HILL**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Town

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

\_\_\_\_\_  
Director of Finance  
Town of Mint Hill

**TOWN OF PINEVILLE**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Clerk to the Town

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

\_\_\_\_\_  
Director of Finance  
Town of Pineville

## **APPENDIX A**

### ***Selection Process for CATS CEO***

Selection of the CATS CEO shall be conducted in accordance with the following procedure:

- *Selection of an Executive Search Firm.* Following consultation with the MTC, the City shall select and engage an executive search firm with experience related to public transportation.
- *Development of Position Profile and Listing.* Working with the City Manager, the Executive Search Firm shall prepare a position profile and listing for the CATS CEO position. If instructed by the City Manager, the Executive Search Firm may conduct surveys and/or focus groups of key stakeholders identified by the City Manager to inform its preparation of the position profile and listing. The Executive Search Firm shall then submit the position profile and listing to the MTC for approval.
- *Advertisement and Solicitation of Applications.* Following approval of the position profile and listing, the Executive Search Firm shall advertise and solicit applications for the position both locally and nationally.
- *Review of Applications and Interviews.* The Executive Search Firm shall assist the City Manager and an MTC voting representative (not a City or County representative) selected by the MTC (the “selected MTC representative”) in narrowing the field of candidates and selecting candidates for interviews. This process may include one or more rounds of initial interviews. The selected MTC representative may participate in any such interviews. The City Manager then shall present the results of the application process and recommendations regarding finalists to the MTC in closed session.

Interviews with finalists shall be conducted by panel(s) that include the City Manager, the County Manager, and the selected MTC representative.

- *Final Selection.* Final selection of the CATS CEO shall be made by the City Manager, who shall appoint the CATS CEO upon concurrence of the County Manager and the selected MTC representative.

### **Interim CATS CEO**

In the event the position of CATS CEO becomes vacant, the City Manager may appoint, after consultation with the MTC, an interim CATS CEO, who shall serve in the role until a permanent replacement is selected in accordance with the procedures set forth above.

If a vacancy occurs before an interim CATS CEO is approved, the City Manager shall have authority to designate one or more employees to temporarily exercise the duties of the CATS CEO until an interim is appointed.



**METROPOLITAN TRANSIT COMMISSION  
ACTION ITEM  
SUMMARY**

---

**SUBJECT: STS Paratransit Expansion to Mint Hill  
Memorandum of Understanding**

**DATE: August 28, 2024**

---

**1.0 PURPOSE/SCOPE:** CATS is recommending an expansion STS service into the Mint Hill community to provide mobility options for individuals who cannot utilize other CATS fixed route services.

**BACKGROUND/JUSTIFICATION:** STS is a demand-response ADA paratransit service, and primarily operates within  $\frac{3}{4}$  mile of the fixed route bus and rail network, attempting to provide equity in access for passengers with disabilities.

Through recent analyses, CATS and Mint Hill have determined that investment in additional transit service in Mint Hill is justified in consideration of the Mint Hill's ongoing contribution of sales tax funds to CATS.

CATS is recommending an expansion of STS service, beyond the  $\frac{3}{4}$  mile buffer to provide service to the Mint Hill community. This expansion will provide important mobility connections for residents who are unable to utilize CATS' existing fixed route service. Service is targeted to commence in October 2024 and the service hours for the expanded zone are planned to be:

- Monday – Friday: 5:30 am to 11:00 pm
- Saturday & Sunday: 7:00 am to 11:00 pm

An MOU has been drafted to outline the parameters of the service and rationale for the STS service expansion into Mint Hill.

**2.0 PROCUREMENT BACKGROUND:** N/A

**3.0 POLICY IMPACT:** N/A

**4.0 ECONOMIC IMPACT:** N/A

**5.0 ALTERNATIVES:** N/A

**6.0 RECOMMENDATION:** Approve CATS entering into an MOU with the Town of Mint Hill to provide STS paratransit service in the community.

**7.0 ATTACHMENT(S):** N/A

**SUBMITTED AND RECOMMENDED BY:**



---

**Brent Cagle**  
Interim Chief Executive Officer, Charlotte Area Transit System  
Director of Public Transit, City of Charlotte

