

June 12, 2017

Resolution Book 48, Page 263

FY 2018 – 2022 Community Investment Plan Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE AMENDING
THE FIVE-YEAR COMMUNITY INVESTMENT PLAN FOR FISCAL YEARS 2018 TO 2022.

WHEREAS, the City of Charlotte recognizes the importance of developing long- range capital investment planning to maintain the growth and vitality of the community; and

WHEREAS, the City of Charlotte continuously develops and reviews the policy, financial and planning assumptions and impacts of capital investment projects for the City; and

WHEREAS, the City of Charlotte has a five-year Community Investment Plan based on policy assumptions, so stated in the FY 2018 - 2022 Community Investment Plan that balances potential physical development with long-range financial capacity; and

WHEREAS, The Community Investment Plan is amended from time to time to reflect changes in capital planning of the community,

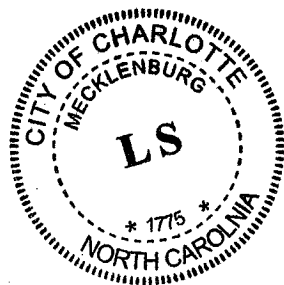
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Charlotte, in its regular session duly assembled, that it hereby adopt the Community Investment Plan for fiscal years 2018 to 2022.

This 12th day of June 2017

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of June, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 263-311.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of June, 2017.



Emily A Kunze

Emily A. Kunze, Deputy City Clerk

**RESOLUTION
No. 2017-01**

ADOPTION OF THE FY2018 TRANSIT OPERATING BUDGET, FY2018 TRANSIT DEBT SERVICE BUDGET AND FY2018-2022 COMMUNITY INVESTMENT PLAN

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

WHEREAS, The Amended Transit Governance Interlocal Agreement (11-28-2005) provides that the Chief Transit Official shall submit to the MTC by January 30 of each year a proposed transit budget and program delineating the public transit services, activities and programs to be undertaken in the upcoming fiscal year starting July 1, and the financial resources required to carry out the services, activities and programs, and

WHEREAS, the Chief Transit Official provided budget and program recommendations to the MTC on January 25, 2017, which have been developed in compliance with CATS Mission, Vision, Strategic Goals and Financial and Fare Policies, and

WHEREAS, the Chief Transit Official's recommended budgets and programs have been reviewed by the Citizens Transit Advisory Group and the Transit Services Advisory Committee in accordance with the provisions of the Transit Governance Interlocal Agreement and the Metropolitan Transit Commission Rules of Procedures, and

WHEREAS the Metropolitan Transit Commission has reviewed the recommended FY2018 Transit Operating and Debt Service Budgets and Programs and the FY2018-2022 Community Investment Plan and Projects to determine the transit program plans for meeting transportation needs of the Charlotte-Mecklenburg community,


NOW THEREFORE, be it resolved that the Metropolitan Transit Commission hereby

1. Approves the FY2018 Transit Operating Budget, the FY2018 Transit Debt Service Budget and the FY2018-2022 Transit Community Investment Plan (attached to this Resolution)
2. Authorizes Chief Transit Official to present the FY2018 Transit Operating Budget, the FY2018 Debt Service Budget and the FY2018-2022 Community Investment Plan to the Charlotte City Council for their review, approval and inclusion in the City of Charlotte's FY2018 Budget Ordinance.

This resolution shall take effect immediately upon its adoption.

I, Jennifer Roberts, Chairman of the Metropolitan Transit Commission do hereby certify that the above Resolution is a true and correct documentation of the MTC's action from their meeting duly held on April 26, 2017.




Signature of MTC Chairperson

**METROPOLITAN TRANSIT COMMISSION
ACTION ITEM
STAFF SUMMARY**

SUBJECT: MTC Approval
FY2018 Transit Operating Budget
FY2018 Transit Debt Service Budget
FY2018-2022 Transit Community Investment Plan (CIP)

DATE: April 26, 2017

1.0 ACTION

In compliance with the Transit Governance Interlocal Agreement, the Metropolitan Transit Commission is required to take action on CATS budgets and CIP by April 30 of each year.

MTC Action is included in Resolution # 2017-01

2.0 BACKGROUND:

On January 25, 2017, CATS presented the CEO recommended FY2018 Operating Budget, FY2018 Debt Service Budget and FY2018-2022 Community Investment Plan (CIP) to the Metropolitan Transit Commission. In the months of January-March, 2017, the MTC reviewed and discussed the budgets prior to action in April 2017.

Key elements of the Budgets are:

- Service Changes:
 - o Implementation of the LYNX Blue Line Extension revenue service
 - 18,900 daily riders anticipated in first year of operations
 - 9.3 miles added to current light rail, for a total of 18.9 miles
 - o *Envision My Ride* initiative
 - Re-design of bus route system to better serve the region
 - Cross-town services
 - Connections between bus and light rail
 - Enhanced service frequency
- Increase in Current Level Operating Revenue
 - o Sales Tax recovery
 - o Increase in Operating Revenue anticipated with BLE Revenue Service
- Increase in Current Operating Expense
 - o Investment in employees through the City's benefit plans
 - o Increase in Operating Expense associated with opening of the BLE, including risk insurance premiums, cost of 128 FTEs approved in prior years, utilities, contracted security services, landscaping, facilities maintenance, and support services in technology, customer service and administration.
- The 5-year CIP includes:
 - o Completion of the Blue Line Light Rail Extension
 - o Vehicle replacements of approximately 100 buses, 100 STS vehicles and vanpools
 - o State of Good Repair of transit assets including light rail vehicle overhauls, facility repairs/renovations, technology upgrades and equipment replacements
 - o Advancing the 2030 Transit Plan through alternative analysis studies to define fixed guideways and transit modes for the major corridors

3.0 POLICY IMPACT:

The budgets and CIP are in compliance with:
CATS Mission, Vision and Strategic Goals
CATS Financial Policies
CATS Fare Policies

4.0 ECONOMIC IMPACT:

The budgets and CIP are funded from the following revenue sources:
Grants from the United States Department of Transportation, Federal Transit Administration
Grants from the United States Department of Homeland Security
Grants from the North Carolina Department of Transportation
Operating Income Sources

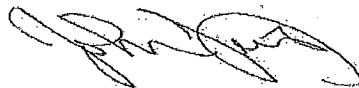
5.0 RECOMMENDATION:

CATS Chief Executive Officer recommends approval of budgets included in the attachment to this Action Item.
FY2018 Operating Budget
FY2018 Debt Service Budget
FY2018-2022 Community Investment Plan

6.0 ATTACHMENT(S):

- A) Resolution #2017-01
- B) CATS FY2018 Operating Budget, FY2018 Debt Service Budget & FY2018-2022 Community Investment Plan

SUBMITTED AND RECOMMENDED BY:



John M. Lewis, Jr.
Chief Executive Officer, Charlotte Area Transit System
Director of Public Transit, City of Charlotte

Municipal Service District Contracts

- The FY 2018 tax rates for the five Municipal Service Districts remain unchanged from the FY 2017 rates.

Municipal Service District Contracts with Charlotte Center City Partners*

- District 1 -Center City
 - Tax Rate: 1.68¢
 - FY 2018 Contract: \$1,308,261
- District 2 -Center City
 - Tax Rate: 2.33¢
 - FY 2018 Contract: \$755,782
- District 3 -Center City
 - Tax Rate: 3.58¢
 - FY 2018 Contract: \$1,187,241
- District 4 -South End
 - Tax Rate: 6.68¢
 - FY 2018 Contract: \$913,212

*Actual contract amounts are determined by property tax revenue projections

Municipal Service District Contract with Charlotte University City Partners*

- District 5 -University City
 - Tax Rate: 2.79¢
 - FY 2018 Contract: \$743,095

*Actual contract amount is determined by property tax revenue projections

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

**AMENDED AND RESTATED AGREEMENT FOR
OPERATION OF A SINGLE STORM WATER SYSTEM
IN MECKLENBURG COUNTY**

THIS AMENDED AND RESTATED AGREEMENT (hereinafter "Agreement") made as of July 1, 2017, by and between MECKLENBURG COUNTY, a political subdivision of the State of North Carolina (hereinafter "County"), and the CITY OF CHARLOTTE, North Carolina, a municipal corporation of the State of North Carolina (hereinafter "City").

WITNESSETH:

WHEREAS, in 2009 the City and County executed an amended and restated "Agreement for Operation of a Single Storm Water System in Mecklenburg County", which Agreement the parties desire to amend and restate; and

WHEREAS, the purpose of this Agreement is to recognize that a single storm water system exists in Mecklenburg County, and that the goal of the City of Charlotte and Mecklenburg County is to provide comprehensive storm water services in an efficient, effective, and equitable manner; and

WHEREAS, the Charlotte City Council (hereinafter "City Council") and Mecklenburg County Board of Commissioners (hereinafter "Board of County Commissioners") believe the most equitable source of revenue for storm water services to be primarily storm water service fees assessed on the basis of contribution of runoff from each property; and

WHEREAS, North Carolina General Statutes 153A-277 and 160A-314 require that no storm water service fee may be levied whenever two or more units of local government operate separate structural and natural storm water and drainage system services in the same area within a County unless units of local government allocate among themselves the functions, duties, powers, and responsibilities of jointly operating a single system within the same area; and

WHEREAS, the County and City currently have certain distinct responsibilities in connection with the operation, maintenance and financing of separate systems; and

WHEREAS, the purpose of this Agreement is to continue the single storm water public enterprise created by the parties in 1993 in Mecklenburg County, to allocate storm water responsibilities, and to establish the method and responsibilities for financing and operating a single, comprehensive storm water quantity and quality management program in Mecklenburg County.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FULFILLMENT OF THE TERMS OF THIS AGREEMENT, THE COUNTY AND CITY AGREE AS FOLLOWS:

1. Major system - The County shall be responsible for administering storm water management programs on the major system (defined as streams having a watershed greater than one square mile) and enforcement of the regulated floodway ordinance in the unincorporated areas of the County, and within the corporate limits of such municipalities as may be authorized by this Agreement with the County and/or any applicable ordinances. The County shall establish levels of service and cost, prioritize, schedule, and manage “storm water management programs”, as such phrase is defined in G.S. 153A-274(7), related to the major system (including, but not limited to water quality, water quantity, the flow of storm water and the prevention of flood losses) and shall be responsible for financial accounting of associated revenues. The City of Charlotte hereby allocates responsibility for the major system within the corporate limits of the City to the County.

2. Minor system - The County shall be responsible for administering storm water management programs on the minor system (defined as streams and drainage systems with a watershed of less than one square mile) in the unincorporated areas of the County, and within the corporate limits of such municipalities as may be authorized by this Agreement with the County. The County shall establish levels of service and cost, prioritize, schedule, and manage “storm water management programs”, as such phrase is defined in G.S. 153A-274(7), related to the minor system (including, but not limited to water quality, water quantity, the flow of storm water and the prevention of flood losses) in unincorporated areas, and shall be responsible for financial accounting of associated revenues. The City shall be responsible for the minor system and shall establish levels of service and cost, prioritize, schedule, and manage “storm water management programs”, as such phrase is defined in G.S. 153A-274(7), relating to the minor system within the corporate limits of the City as they may change from time to time as the result of annexation or otherwise.

3. Charlotte-Mecklenburg Storm Water Services - The storm water services to be provided pursuant to this Agreement shall be conducted as a public enterprise to be known as the Charlotte-Mecklenburg Storm Water Services (CMSWS).

4. Water quality - The City and County are responsible for protecting and restoring the quality of storm water runoff and surface waters as required by the Clean Water Act and associated regulations promulgated by the United States Environmental Protection Agency, to the extent described in their respective National Pollutant Discharge Elimination System (NPDES) permit, and/or the State of North Carolina, and other laws and regulations that may apply.

5. Financing - Pursuant to N.C.G.S. 153A-277 and 160A-314, the County shall, unless otherwise provided by this Agreement, establish, revise, charge, and collect storm water fees and issue, where appropriate, storm water credits for property within the unincorporated areas of the County, and within the corporate limits of the City and such other municipalities as may be authorized by this Agreement with the County. Storm water fees shall be a periodic service charge, which shall consist of three components as follows:

- i) Fixed and Administrative Cost Component shall be used to pay those expenses that are not influenced by the amount of impervious area on a parcel of property, including but not limited to the cost of producing bills and collecting fees, determining impervious area, and operating customer service functions (hereinafter referred to as the “Billing Services”). Funds resulting from the Fixed and Administrative Cost Component of the fees shall be used only for Billing Services. Costs associated with this component shall be updated annually and incorporated into an annual budget according to the process detailed in the Charlotte-Mecklenburg Billing and Collections Cost Allocation Methodology Document (“Methodology Document”) attached hereto as Exhibit A and incorporated herein by reference. The Methodology Document may be revised from time to time, by mutual consent of the City and County Managers, and will replace the document attached hereto as Exhibit A. The City and County Managers must agree on this annual budget prior to the beginning of the next fiscal year. If the City and County Managers cannot agree on a budget, the Mayor shall appoint two City Council Members and the Chairman of the Board of County Commissioners shall appoint two County Commissioners to meet together and work with the Managers on resolving the issue. The Managers shall approve any budget recommended by a majority of the members of this six-member group. In the event that the annual budget has not been agreed upon by the City and County Managers prior to the beginning of a fiscal year, the City and County shall proceed as if the prior year’s budget is continued. By mutual consent of the City and County Managers, (a) the Methodology Document may be amended and, as amended, be substituted for the immediately prior version and attached hereto as Exhibit A, and (b) funds from the Major System Cost Component and the Minor System Cost Components may be used to pay a portion of the cost of the Billing Services.
- ii) Major System Cost Component shall be used to pay those expenses incurred in administering storm water management programs designed to protect water quality and manage structural and natural storm water and drainage systems of all types with a watershed greater than one square mile. The Major System Cost Component of the service charge for detached single-family residences shall have the number of tiers and associated amounts as determined by the County consistent with this Agreement and 153A-277. For all other property, the service charge shall be calculated and applied on a per-square-foot of impervious area basis as determined by the County consistent with this Agreement and 153A-277. In accordance to this Agreement, revenues from the Major System Cost Component shall be distributed to the County for usage in the Mecklenburg County Storm Water Special Revenue Fund.
- iii) Minor System Cost Component shall be used to pay those expenses incurred in providing storm water management programs designed to protect water quality and manage structural and natural storm water and drainage systems of all types with a watershed of less than one square mile. The Minor System Cost Component of the service charge for detached single-family residences shall have the number of tiers and associated amounts as determined by the City or County consistent with this Agreement and with 160A-314 or 153A-277, as applicable.

For all other property, the service charge shall be calculated and applied on a per square foot of impervious area basis as determined by the City or County consistent with the terms of this Agreement and with 160A-314 or 153A-277, as applicable. Revenues from the Minor System Cost Component collected within the corporate limits of the City shall be distributed to the City for providing minor system services within its corporate limits. Revenues from the Minor System Cost Component collected within the unincorporated areas of the County shall be distributed to the County for providing minor system services within the unincorporated areas of the County.

On or before April 15 of each year during the budget process, the City shall inform the County if it wishes to alter the Minor System Cost Component. If the City requests that the County alter the Minor System Cost Component levied within the corporate limits of the City, the Board of County Commissioners shall schedule and hold a public hearing on the proposed alteration in the service charge. In addition, the City Council shall schedule and hold its own public hearing on the proposed alteration in the service charge. Following the public hearings, the Board of County Commissioners shall alter the Minor System Cost Component of the service charge to be levied within the City after it receives notification from the City Council of the desired alteration in the Minor System Cost Component. The Board of County Commissioners and City Council shall attempt to schedule the public hearings before May 30 so that changes made in the Minor System Cost Component can be placed into the budget for the next fiscal year.

In the event a change is requested separate from the annual budget process, the County shall conduct such public hearings and other measures as required by the North Carolina General Statutes to establish new charges within sixty (60) days of the City's request.

6. Work Plan(s) - The City and County may provide services to each other based on certain specific work plan(s) (hereinafter "Work Plans") agreed to, in writing, by the City and County. This may be performed without requiring further approval by the City Council or Board of County Commissioners for individual projects or specific Work Plan(s) unless other polices, laws or regulations require approval by the governing bodies. Work Plans primarily associated with operating expenses will be developed prior to the governing bodies' adoption of the annual budget. Work Plans may include operating expenses, capital investments and maintenance activities.

The party providing the service may be reimbursed by the entity receiving the service at a frequency and rate as mutually agreed to in writing by the parties for the approved Work Plan. Compensation will occur on an actual cost basis in accordance with the approved Work Plan and the approved budget. The Work Plan(s) may be and the budget(s) may be amended from time to time upon mutual consent of the City and County. Reimbursement shall not exceed the budget, as amended unless otherwise agreed to by mutual consent. The hiring of personnel, consultants, contractors, and procurement of equipment shall be handled with the respective agency (City or County) performing the work. The County's employees are not employed by, nor are they agents of the City. The City's employees are not employed by, nor are they agents of the County.

7. Credits – Properties subject to storm water service charges may be granted credits against the fee in accordance to the credit policies approved by the City Council and Board of County Commissioners. The City’s credit policies shall be applied to the Minor System Cost Component of the service charge for all accounts within the corporate limits of the City. The County’s credit policies shall be applied to the Major System Cost Component of the service charge for all accounts within the corporate limits of the City. The County’s credit policies shall be applied to both the Major and Minor System Cost Components of the service charge applicable to all accounts outside the corporate limits of the City. The City and County will strive to have common Storm Water fee credit policies.

The City hereby retains the responsibility for reviewing and approving credit applications within the City for both the Major and Minor System Cost Components of the service charge. The Board of County Commissioners shall adopt changes to the City’s fee credits as they are revised from time to time after it receives notification from the City Manager of the desired change.

8. Billing - Pursuant to NCGS 153A-277 and 160A-314 under this Agreement the County has primary responsibility for the Billing Services. However, until otherwise provided pursuant to this Agreement, the County agrees that the City shall perform the Billing Services throughout the unincorporated areas of the County as well as the City. In addition, the City will also perform the Billing Services for other client municipalities which contract with the County to operate and maintain storm water systems provided said provisions are agreed to in writing by City and County Managers.

In the event the County decides to perform the Billing Services itself, or the City chooses to discontinue performing the Billing Services for the County, that party shall give written notice three hundred sixty (360) days before said change to the other party’s Manager. The change can only be effective at the beginning of a fiscal year (i.e., July 1). Within one hundred twenty (120) days of said change, the City shall submit a schedule showing the costs associated with the Billing Services that have been incurred and unrecovered by the City. These costs shall include operational costs in excess of the annual budget, not to exceed five percent (5%) of the annual budget; unpaid capital expenses, as described in Exhibit A; and system termination costs, as described in Exhibit A. Final settlement is required within sixty (60) days of the submission of costs.

9. Billing and Collection System Costs – The County shall pay the total costs for charges necessary to provide the Billing Services for the County and its other municipal participants. In the event the County or one of its municipal clients requests an individual change or changes to the Billing Services, the Methodology Document, as described in Exhibit A, will be used to develop a proposed budget and shall be agreed to by the City and County Managers. The County’s final payment to the City for these costs will be addressed as part of the annual final settlement.

10. Distribution of Revenues – So long as the City is responsible for the Billing Services, before the distribution of storm water fees collected for the County or a municipality serviced by the Charlotte-Mecklenburg Storm Water Services, the City shall deduct the Fixed and Administrative Cost Component. The City shall also deduct the Minor System Cost Component collected to provide storm water services within the corporate limits of the City as

described in Section “5.iii” of this Agreement. Net revenues shall be distributed to the County by the 25th of each month for usage in the Mecklenburg County Storm Water Special Revenue Fund.

Within one hundred twenty (120) days of the close of the fiscal year, the City shall submit a schedule showing the cost actually incurred for providing Billing Services as described in Section 5.iii, and the amount over and under the annual budget for such services. Final settlement is required within sixty (60) days of the submission of such information.

The County shall have no obligation to pay any amount for Billing Services which is more than five percent (5%) greater than the annual budget as described in Section “5.i” of this Agreement unless mutually agreed upon in writing by the City and County Managers. In the event actual costs incurred for Billing Services are less than the budget, the difference between the budgeted amount and the actual costs for providing the service will be remitted to the County within sixty (60) days of the submission of such information. Any Fixed and Administrative Cost Component revenues not spent in the year collected can be used only for Billing Services.

If there is a change in the Billing Services provider pursuant to the provisions of Paragraph 8, the County shall distribute the City’s Minor System Cost Component revenues by the 25th of each month following the last billing cycle or on the first business day thereafter.

11. Indemnity of Each Party – County agrees to indemnify and hold City harmless from and against any and all claims, liabilities, damages and expenses, including attorney’s fees, arising from the County’s operation of its major system within the corporate limits of the City and from the County’s use of revenue raised from the major system cost component of the service charge. City agrees to indemnify and hold County harmless from and against any and all claims, liabilities, damages and expenses, including attorney’s fees, arising from the City’s operation and maintenance of the minor system in the City and from the City’s use of revenues raised from the minor system cost component of the service charge.

12. Charlotte-Mecklenburg Storm Water Advisory Committee – A nine member citizens advisory committee shall be established with representatives of the following categories:

- schools, colleges, hospitals, or churches – 1 member (individual to be employed full time by the institution or be a board member or officer of the institution);
- industry, manufacturing, or commercial – 1 member (individual to be employed full time in the management and/or operation of industrial, manufacturing, or commercial property);
- environmental organizations – 1 member (individual to be a member of a generally recognized organization involved in environmental issues);
- financial, accounting, or legal professional – 1 member (individual to be employed full time in providing financial, accounting or legal services);

- developer or land development design professional – 1 member (individual to be employed full time in land development or the design of building or land improvements);
- general contractor – 1 member (individual to be employed full time as a construction contractor);
- residential neighborhoods – 3 members (individuals shall not qualify for one of the other categories).

The members shall be appointed as follows:

- 3 members by the City Council;
- 3 members by the Board of County Commissioners;
- 1 member by the towns in the northern part of Mecklenburg County as determined by the northern towns;
- 1 member by the towns in the southern part of Mecklenburg County as determined by the southern towns; and
- 1 member by the eight previously appointed members above.

The initial determination of specific categories to be appointed by the County and City will be determined by lottery after the two appointments are made by the towns in accordance with the above listing. The ninth member appointed by the Committee must represent the category not filled by the City, County or Town appointments. The members shall serve staggered, three year terms such that three members are appointed each year. Each member's term of service shall begin on a July 1 and end on a June 30 for the staggered three-year terms of service. If a member is not appointed by July 1, his or her term will nevertheless end on June 30 three years after the intended July 1 appointment. The categories of the three members to be appointed each successive year shall be allocated to the City, County, and towns or Committee by lottery. In the event a jurisdiction cannot identify a candidate for the category assigned by the lottery, a "residential neighborhood" representative may be appointed. The Committee position will revert back to the assigned category at the expiration of the term.

No member may be appointed to more than two full or partial terms. Attendance requirements will follow City, County or Towns attendance policies for those members appointed by the City, County and Towns. The member appointed by the Committee shall be automatically removed from the Committee if he/she fails to attend at least seventy-five percent of the regular and special meetings of the Committee during any calendar year. Unless specified otherwise in an attendance policy adopted by the City, County or a Town, a member will be considered present at regular and special meetings if they attend via conference telephone call. However, no member may attend more than two meetings via conference telephone call during any calendar year. The Committee shall select a Chairperson each year from its own members by majority vote. Each member will continue to serve until 1) his or her term has expired and a successor

has been appointed; 2) his or her resignation; or 3) his or her removal. If a vacancy on the Committee occurs resulting from resignation or removal, a person will be appointed to complete the unexpired term associated with such vacant position in the same manner as such position was originally filled. The successor must represent the same category.

A majority of the number of Committee members currently in office constitutes a quorum. Every action of the Committee requires the concurring votes of the majority of Committee members currently in office except when hearing appeals and variances in accordance with G.S. 160A-388. The Committee may adopt its own rules of procedure which may not be inconsistent with the terms of this Agreement. The responsibilities of the Advisory Committee shall be as follows:

- Policy. Review and recommend to the City Council and Board of County Commissioners storm water management policies, policy changes, long-range plans, and their budgetary and rate impacts. The recommendations are to conform, in nature, to the successful operation of a single utility in Mecklenburg County and provide consistent guidelines and design principles for the community.
- Capital Improvements. Review and comment to the City Council and Board of County Commissioners on capital improvement programs. These capital improvement programs should be reviewed and evaluated on the basis of a comprehensive storm water quantity and quality management program in Mecklenburg County.
- Operations Program. Review and comment to the City Council and Board of County Commissioners on the annual operating budget for their respective service charge areas including but not limited to public education activities, customer service, and the billing and collections system.
- Storm Water Appeals. Hear appeals and reach decisions on: service charges, credits, and adjustments. Hear requests for changes from City and County staffs and from private parties, and make recommendations to the City Council and Board of County Commissioners on the following matters: the application, modification and enforcement of storm water policies. These policies should be reviewed and evaluated on the basis of a comprehensive storm water quantity and quality management program in Mecklenburg County.
- SWIM Buffer Appeals and Variances. To the extent provided in the City Zoning Ordinance and/or the County Zoning Ordinance and/or the zoning or land use ordinance of any town located in Mecklenburg County, to hear and decide appeals and variance requests with respect to the SWIM buffer provisions of said ordinances.
- Floodplain Regulation Appeals and Variances. To the extent provided in the City Floodplain Regulations and/or the County Floodplain Regulations and/or the floodplain regulations of any town located in Mecklenburg County, to hear and decide appeals and requests for variances.
- Soil Erosion and Sedimentation Control Ordinance Appeals. Hear appeals as provided in the City and County Soil Erosion and Sedimentation Control Ordinances.

- Post Construction Stormwater Ordinance Appeals and Variances. To the extent provided in the City Post Construction Stormwater Ordinance and/or the County Post Construction Stormwater Ordinance and/or the post construction, zoning or land use ordinance of any town located in Mecklenburg County, to hear and decide appeals and variance requests with respect to post construction stormwater provisions of said ordinances.
- Councils, Commissions, and Staff Resource. Respond to City Council, Board of County Commissioners and staff requests for advice on matters related to the comprehensive storm water quantity and quality management program in Mecklenburg County.
- Reporting. Present the City Council and Board of County Commissioners with an annual report of key actions and issues.

Meetings conducted by conference telephone call are permissible. In addition, Committee members may attend and participate in Committee meetings by conference telephone call, and shall be counted for quorum purposes for all matters with respect to which they are entitled to participate. However, Committee members attending the meeting via conference telephone call may only vote on matters related to Policy; Capital Improvements; Operations Programs; responding to City Council and Board of County Commissioners requests; and the annual report. Committee members attending the meeting via conference telephone call may not vote on matters related to any appeals or variances.

For purposes of hearing these appeals and variances, to the extent necessary, the Advisory Committee shall be and function as a joint municipal county planning agency as specified in G.S. 160A-362, performing the functions of a board of adjustment as authorized by G.S. 160A-388. Overall administration and support of the Advisory Committee shall be provided by the County. City staff shall present all matters associated with the City's program directly to the Committee, including but not limited to reports, recommendations, budgets, and appeals.

13. Ownership of Real Property Involved in Undertaking. City shall have no ownership in any real property acquired by County for the operation of the major drainage system, and the County shall be free to dispose of such real property to the extent and under procedures allowed by State law. County shall have no ownership in any real property acquired by City for the operation of the minor drainage system, and the City shall be free to dispose of such real property to the extent and under procedures allowed by State law. However, the City and County shall cooperate with each other by granting access to property when necessary for operation of the major and minor drainage systems.

14. Methods of Amending this Agreement. This Agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of both parties.

15. Term of Agreement – Methods of Terminating the Agreement. The initial term of this amended and restated Agreement shall be from January 1, 2017 to June 30, 2018, and shall be automatically renewed each fiscal year thereafter unless notice of non-renewal is given in writing to the other party at least 18 months prior to the beginning of the fiscal year when termination is intended. For example, the

parties agree that if the notice of non-renewal were given prior to January 1, 2018, this Agreement would terminate on June 30, 2019. This Agreement may also be terminated by court order upon the finding that there has been substantial breach of this agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.

16. Enforcement of Agreement. The parties agree that the remedy of specific performance would be an appropriate remedy, among others, for the enforcement of this Agreement. The parties agree that the effect of this Agreement is to consolidate the storm water management services such that the Joint Resolution for Joint Operation of a Single Storm Water System Within the City Limits adopted by the Board of County Commissioners and the City Council, dated November 9, 1992, shall cease to be in effect from and after January 1, 1994.

17. Entire Agreement. This Agreement is the entire agreement of the parties.

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

Approved as to form:

Mecklenburg County

County Attorney

County Manager

Director of Finance
Mecklenburg County

Clerk to the Board

City of Charlotte



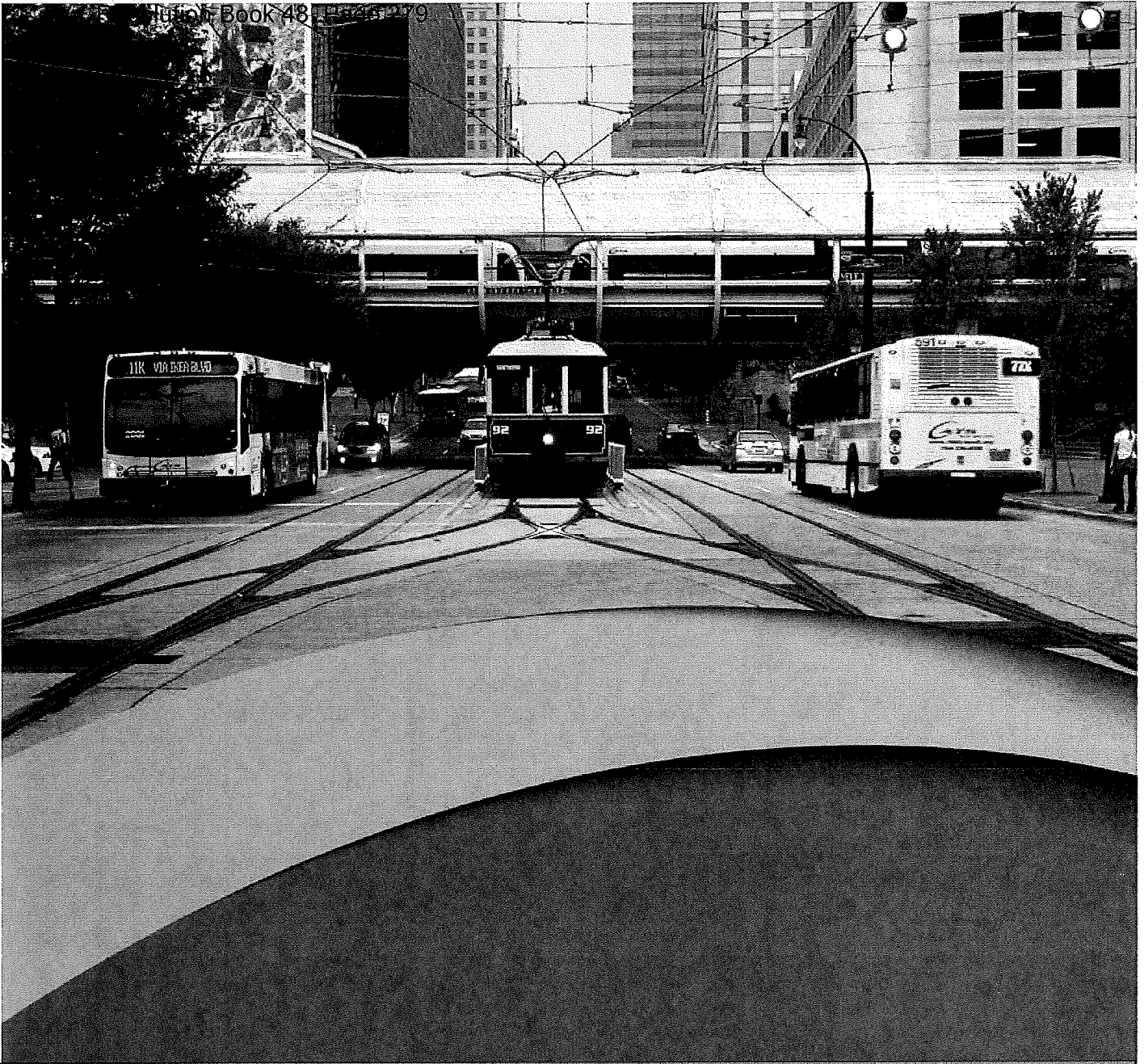
City Manager



City Clerk

June 12, 2017

Library Book 48 Page 2/9



FY2018 Final Adopted Strategic Operating Plan
FY2018-FY2022 Community Investment Plan

April 26, 2017





CHIEF EXECUTIVE OFFICER'S TRANSMITTAL LETTER

January 25, 2017

**To: The Chair and Members of the Metropolitan Transit Commission
Charlotte, North Carolina**

I am pleased to present to you the recommended fiscal year (FY) 2018 Strategic Operating Plan (SOP), which includes the Operating and Debt Service Budgets, Financial and Business Performance Targets, and the FY2018-2022 Community Investment Plan (CIP) for the Charlotte Area Transit System. The balanced budgets maintain and enhance current services and commitments, focus on safety, asset management and safe, affordable access to jobs, education and housing.

FY2018 Priorities

The FY2018 budgets reflect priorities in the Metropolitan Transit Commission's approved Mission and Strategic Goals for CATS.

- Outstanding community-wide public transportation services
- Focused Regional Growth
- Safety and Accountability
- Safe, affordable mobility options to jobs, education and housing
- Contribution to economic development in the County and region
- Investment in employees

FY2018 Budget Highlights

- **The Blue Line Extension** project, which will extend light rail service by 9.3 miles from Center City Charlotte through the North Davidson historic arts district and University City area to a terminus on the campus of the University of North Carolina, Charlotte (UNCC) is scheduled to implement revenue operations in FY2018. The system will include 11 new light rail stations, with approximately 3,100 parking spaces at four stations with parking facilities. Economic development around the BLE station areas with proposed and completed projects is estimated at \$348.1 million. The project created 7,628 direct, indirect and induced jobs; with 128 new full time jobs in CATS.
- **Envision My Ride** is a new initiative to redesign the bus system to better serve the region with cross-town services, connections between bus and light rail, enhanced service frequency and more direct service
- **Advancing The 2030 Transit Plan** through alternative analysis studies to define fixed guideways and transit modes for North and West corridors
- **Increased bus services** on the I-77 Corridor to mitigate delays caused by construction
- **Partnership between CATS and UNCC** will leverage CATS new farebox technology and UNCC's new student IDs, which will include student all access pass to ride CATS services. UNCC will pay CATS through an assessment in regular student fees.



FY2018 Budget

CATS FY2018 budget is supported primarily by the transit sales tax, fare revenues, service reimbursements, maintenance of effort, operating and capital assistance from the Federal and State governments and other miscellaneous sources. The budget is structurally balanced meets CATS financial performance objectives and delivers a variety of transportation options for the community.

CATS continues to respond to the transit needs of the community within its available resources. The transit sales tax has shown a steady growth over the past two years. Despite this growth, significant new funding sources are required to advance the 2030 Transit Corridor System Plan. In FY2018, I will provide you with options (with the help and guidance of the public and private sector) to achieve a long term sustainable public transportation service for our community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John L. Lewis, Jr.", is written over a faint, illegible printed name.

John L. Lewis, Jr.
Chief Executive Officer



EXECUTIVE SUMMARY

BUDGET SUMMARY				
\$ - millions				
		FY2017 Adopted Budget	FY2018 Recommended Budget	FY18 - FY22 Recommended Budget
Operating Revenues	\$	134.0	151.6	
Operating Expenditures	\$	123.2	148.2	
Operating Balance (Transfer to Capital)	\$	10.8	3.4	
Debt Service Budget	\$	20.8	21.3	
Capital Revenues	\$	307.9	157.9	464.4
Capital Expenditures	\$	307.9	157.9	464.4

The transit sales tax, which is the primary revenue source for transit, has reflected a growth over the past several years. This growth reflects the recovery of the economy and action by the State General Assembly in 2016 to extend the sales tax to certain services. The increased revenue has filled the CATS Revenue Reserve Fund (RRF) with the required \$30 million in FY2017, which is 10 years earlier than projected. As a result, it is anticipated that in years when sales tax revenue is greater than the sales tax trendline, the difference will be transferred to the CATS Control Account.

FY2018 is a milestone year as CATS opens the Blue Line Extension light rail revenue service, which will serve approximately 18,900 daily riders in the first year of operations, including UNCC students who will have unlimited rides on CATS services. Riders will have the ability to travel on 18.9 miles of light rail from UNCC in the northeast corridor through Center City Charlotte and onwards to the I-485 southern corridor for access to jobs, education, sports and other events. Trains will operate seven days a week from 5:00 am – 1:00 am daily, arriving at stations every 10 minutes during rush hour and every 15 minutes at other times.

The bus system will undergo several transformational initiatives. The *Envision My Ride* program will change the current route structure to better serve the region. The bus/rail integration will make transit convenient and will enhance weekday services on the I-77 corridor for passengers.



BUDGET SUMMARY

I. OPERATING BUDGET

The FY2018 Operating Budget is \$148.2 million.

OPERATING BUDGET				
<i>\$ - millions</i>				
		FY2017 Adopted Budget	FY2018 Recommended Budget	% Variance
Total Operating Revenue	\$	134.0	151.6	13.1%
Operating Expenditures				
Base Operations Level	\$	123.2	127.6	3.6%
LYNX Blue Line Extension	\$	0	20.6	100.0%
Total Operating Expenditures	\$	123.2	148.2	20.3%

Reference: Appendix 1

The FY2018 operating budget covers cost for transit provided by City and contracted employees. Approximately 69% of the operating budget includes Personal Services with the remaining 31% covering other operating expenses.

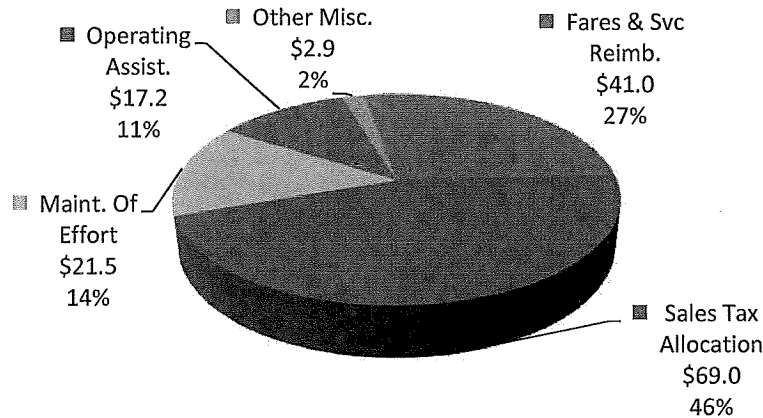
Direct services account for 92% of the operating budget. Support services and other indirect services account for 8% of the operating budget.



A. Operating Revenues: \$ 151.6 million

The following chart identifies the sources of the \$151.6 million in revenue that will fund the FY2018 Operating programs.

FY2018 Where The Money Comes From



Key changes in FY2018 operating revenue vs. FY2017 are as follows:

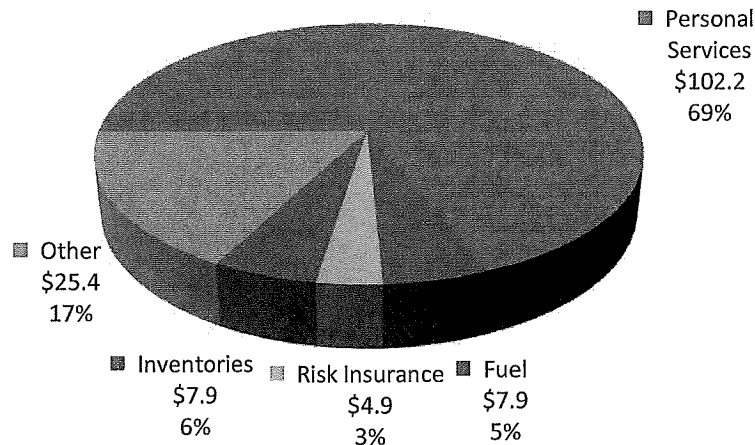
Revenue Source	Budgetary Increases (Decreases)
Operating Allocation Operating Allocation increase reflects an updated sales tax trendline provided by the City Treasurer's Office.	+ \$ 7.5 million
Fare Revenues and Service Reimbursements Fare revenue primarily reflects 10 months of revenue from the projected increased ridership on the new BLE service and payment from UNCC for student ridership.	+ \$ 5.7 million
Maintenance of Effort Maintenance of Effort are funds received from the City of Charlotte, Mecklenburg County and the Town of Huntersville, which are paid to CATS in compliance with state law. The City of Charlotte increases its annual contribution by 3%.	+ \$ 0.6 million
Operating Assistance Operating Assistance includes funds from the North Carolina Department of Transportation (NCDOT), the City of Charlotte, and \$3.8 million from the federal government for implementation of the BLE light rail service. This category also includes a reimbursement from NCDOT and the private sector for construction mitigation services on the I-77 Corridor.	+ \$ 4.7 million
Other (Miscellaneous) Other Miscellaneous revenues include adjustments to prior projections.	+ \$ (0.9) million
Total Budgetary Increases (Decreases)	+ \$ 17.6 million



B. Operating Expenditures : \$148.2 million

In FY2018, the net Operating Expenditures are \$ 148,238,753

Where The Money Goes In FY2018



Current level operating expenditures of \$127.6 million in FY2018 increase by 3.6% vs. FY2017. Additionally, opening of the BLE light rail operations will add \$20.6 million of operating expenditures above the current level services.

Key changes in FY2018 operating expenditures vs. FY2017 are as follows:

	Budgetary Increases (Decreases)
<u>Personal Services</u> 9% increase in cost of City employee health insurance 3% increase in merit for City employees 10% increase in contribution to City employee retirement benefits	+ \$ 3.0 million
<u>Fuel</u> Fuel is forward purchased at \$1.70/gallon for 81% of the FY2018 estimated usage.	+ \$(2.4) million
<u>Risk Insurance</u> Premium increases of 73% for Rail, due primarily to opening of the BLE light rail, 5% for Bus and 5% for vanpool. 98% of the premium increase is due to the opening of the BLE light rail	+ \$ 1.0 million
<u>Other Operating Expense</u> Facilities maintenance, security services, utilities, landscaping, passenger amenities and other operating services associated with opening of the BLE light rail. Increase also provides for 3.6% increase in current level services.	+ \$23.4 million
Total Budgetary Increases (Decreases)	+ \$ 25.0 million



Service Level Changes: \$20.6 million; + 128 City positions

- Implementation of Blue Line Extension Light Rail Service

Key budget increase in FY2018 is associated with implementation of revenue service on the Blue Line Extension light rail operation.

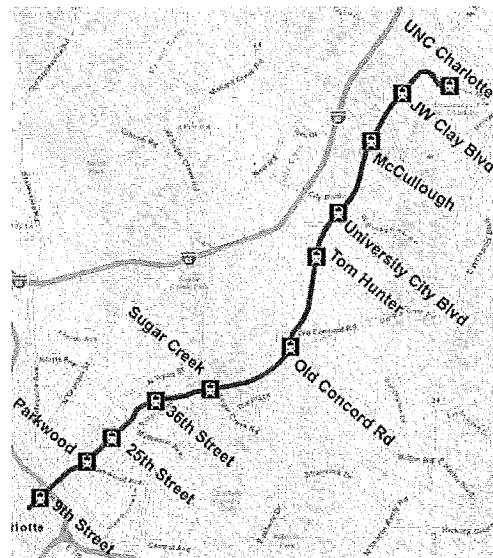
In Rail, a total of 114 new positions were added in FY2016-17 for pre-revenue service start-up and testing and were paid for by the BLE project grant. When the BLE light rail opens for revenue service, the cost of these positions will be covered in the CATS operating budget.

In addition to Rail, resources are added in Safety & Security including additional 48 contracted security officers who will provide security along the alignment, at the stations, the parking lots and the three multi-story garages.

Facilities will manage landscaping, utilities, cleaning, repairs and other maintenance of the transit amenities on the new 9.3 mile light rail alignment.

Revenue will provide daily servicing of the additional ticket vending machines, count, reconciliations and deposits of the daily cash and credit card receipts from the new service; manage accounting and reporting. Procurement will handle additional purchases and contracts for the expanded operation.

Technology will provide technical support for the BLE and for the new ticket vending machines; Customer Service will handle additional customer call volume and response.





Additional Personal Services cost for this service level change are as follows:

Division	BLE New Positions	Increased Budget
Rail Division		
Operations	42	\$3.1 million
Vehicle Maintenance	29	\$2.0 million
Non-Vehicle Maintenance	38	\$3.0 million
Administration	5	\$0.3 million
Safety & Security	5	\$0.5 million
Facilities	2	\$0.1 million
Customer Svc & Technology	2	\$0.2 million
Revenue & Procurement	5	\$0.4 million
TOTAL	128	\$9.6 million

- Increase in Bus Revenue Hours

The increased revenue hours of bus service reflects higher service frequency on the I-77 corridor, bus/rail integration plan as a result of the BLE, and the *Envision My Ride* Initiative. A portion of these cost are subsidized by other entities.

	Add'l Revenue Hours
North Mecklenburg Expresses <i>Enhanced Weekday Service During Construction</i>	5,330
Bus/Rail Integration at UNCC	4,406
Amazon HQ Extension	433
TOTAL Additional Bus Revenue Hours	10,169



C. Operating Balance: \$3.4 million

The Operating Balance is transferred to the capital program. These funds provide a portion of the 'matching fund' dollars required by Federal and/or State grants and are programmed to fund capital projects that do not receive grant funds. In FY2018, \$3.4 million Operating Balance will be transferred from the Operating Fund to the Capital Fund.

D. Staffing

The FY2018 Operating Budget provides for 522.75 full time equivalent positions. 128 of these positions are direct or support positions for the new Blue Line Extension Light Rail Service. Additionally, CATS FY2018 Budget provides for 14 'project term' positions to be maintained through the closing date of the grants on each of the capital investment projects. Of the 18 temporary positions, 3 are expected to be funded by NCDOT's annual intern program.

Reference: Appendix 3

II. DEBT SERVICE BUDGET

A. Debt Service Revenues: \$21.3 million

No new debt financing is planned for FY2018. Key sources of revenue for payment of the current debt expenses are the transit sales tax, federal and state grants.

Debt financing proceeds are utilized to fund CATS capital investment projects.

B. Debt Service Expenditures: \$21.3 million

Debt service expenditures include principal and interest costs on project financings, together with fees and miscellaneous costs associated with capital financings.

In FY2018, debt service expenditures are as follows:

- \$10.5 million is programmed for the BLE project
- \$10.4 million is programmed for principal and interest payments on other (prior) projects, e.g. South Corridor, South Tryon Bus Garage
- \$443K covers miscellaneous fees.

Reference: Appendix 5

C. Revenue Reserve Fund

At the end of FY2017, the RRF is expected to reach the required balance of \$30 million. Therefore, the projected \$5.6 million of sales tax dollars that would have been deposited into this fund will transfer directly to the CATS Control Account.



III. COMMUNITY INVESTMENT PLAN (CIP)

CATS \$464.4 million 5-year CIP is prioritized to complete the final close-out of the BLE project; pay a portion of the debt service expenses; asset maintenance; security and amenities and to fund conceptual studies for advancement of public transportation as approved by the MTC.

	FY18	FY19	FY20	FY21	FY22	TOTAL FY18 - FY22
Revenues	\$163.4	\$138.4	\$57.8	\$56.9	\$47.8	\$464.4
Expenditures	\$163.4	\$138.4	\$57.8	\$56.9	\$47.8	\$464.4

Capital Revenues: \$ 464.4 million

Revenues for CATS 5-year capital program includes funds from Federal and State grants, transit sales tax and proceeds from debt financing.

In FY2018-22, CATS capital program will receive

- \$290.6 million in for the BLE project, in compliance with the Federal and State Full Funding Grant Agreements
- \$129.3 million from Federal programs and State discretionary grants
- \$ 44.5 million from transit sales tax (transfer from the Operating Balance and CATS Control Account)

In 2016, the MTC approved revision of CATS Financial Policies which created a CATS Control Account. This account would receive sales tax revenue in excess of the sales tax trend line only when the balance in the RRF has reached the maximum required balance of \$30 million.

The RRF reached the required \$30 million balance in FY2017. The projected balance of \$5.6 million in sales tax receipts in FY2017 will be transferred to the CATS Control Account.



Capital Expenditures : \$ 464.4 million

CATS 5-year capital program key expenditures include the following:

Capital Program/Project	FY18-FY22 Total
<u>Blue Line Extension Project</u> Scheduled to implement light rail service from 9 th Street to the campus of UNCC in FY2018. CATS will receive \$290.6 million in grant funds during this period together with local contribution of \$16.5 million	\$ 307.1 million
<u>Payment of Debt Service</u> Grant funds will be utilized to pay a portion of the debt service costs on prior capital financings and the current BLE project.	\$ 14.5 million
Amenities and Transit Security	\$ 3.9 million
Preventive Maintenance	\$ 27.5 million
<u>Vehicle Replacements</u> Replace approximately 100 buses, 100 STS buses and vanpool vans.	\$ 67.1 million
<u>State of Good Repair</u> This 5-year plan programmed for asset management. This includes non-revenue vehicle replacements and required specialized overhauls, repairs/renovations of facilities, technology upgrades and equipment replacements.	\$ 33.1 million
<u>Purchase of New Equipment</u> New equipment is anticipated to expand the STS revenue vehicle fleet and to provide for new equipment needed to maintain transit operations including bus and rail.	\$ 1.5 million
<u>Studies/Analysis for Advancing Corridors</u> CATS will conduct alternative analysis studies that will define rail fixed guideways alignments to serve the airport and the north corridor areas to determine the appropriate transit mode for each of these corridors. Additionally, a system integration study will determine how the proposed Silver Line, West Corridor and Red Corridor enter and integrate in Charlotte Center City.	\$ 7.0 million
Other: Sub-Recipients and Contingency Fund	\$ 2.7 million
Total Five-Year Capital Program	\$ 464.4 million



CAPITAL PROGRAMS MANAGED BY CATS

CATS manages two transit capital investment programs which receive funds from the Federal and State governments and the City of Charlotte. Reference: Appendix 7

The Charlotte Gateway Station – Rail Project (Phase I)

The Charlotte Gateway Station (CGS) Project is a planned multi-modal transit center located in Center City Charlotte.

The City of Charlotte and the North Carolina Department of Transportation (NCDOT) are partners in the phased implementation of this project which:

- Improves both regional (Amtrak) passenger rail service and regional freight rail operations through the construction of track and bridge improvements
- Includes a future multi-modal passenger station facility, the completion of which will mark the return of Amtrak service to Uptown Charlotte, with supporting modal connections to CityLYNX GoldLine, regional bus connections and CATS local bus routes.

Design and engineering of the first phase of the Project is underway with construction of the initial track and bridge improvements slated to begin in 2018. Phase 1 is being funded with federal, state and City of Charlotte (local) funds. The multi-modal station and associated complementary private sector investment are anticipated to total an additional \$100M and will be further identified during 2017 and 2018.

The CityLYNX GoldLine Streetcar Project – Phase II

The CityLYNX GoldLine Streetcar project - Phase 2 is an extension of the approximately 1.5 mile CityLYNX GoldLine Phase 1 project completed in July 2015. Phase II consists of the design and construction of approximately 2.5 miles of double-track in-street running streetcar line. This will result in approximately a total of a 4-mile long double-track streetcar system which will extend from Johnson C. Smith University through Center City Charlotte, to Novant Health and Sunnyside Avenue.

The project is being funded by a Federal Small Starts Grant for \$74,999,999 and with a local match of \$75 million funded by the City of Charlotte. Construction is scheduled to start in early 2017 and to be completed by August 2020.



FINANCIAL PERFORMANCE OBJECTIVES

CATS Financial Policies provide guidelines on how financial resources shall be utilized to fulfill the mission of the transit system, meet obligations and to protect the public interest.

BALANCED SCORECARD OBJECTIVES

CATS Balanced Scorecard (BSC) is developed on high level outcomes that determine the efficiency and effectiveness of the transit system. These outcomes establish high level expectations for CATS and are comparable to national standards for a medium to large transit agency. Outcomes are based on performance metrics established for CATS operations and services. The BSC performance objectives are referenced in Appendix 2



CATS SERVICES AND RIDERSHIP

CATS will provide approximately 30 million rides in FY2018 on its bus, light rail, streetcar, vanpool and Special Transportation services.

The Blue Line Extension will open and provide service to eleven new station locations from 9th Street in Uptown Charlotte to the UNC-Charlotte campus. The light rail system will capture a number of riders who currently use the bus system. Customers wholly new to transit are also expected to contribute to an increase in light rail ridership. Light rail ridership is projected to increase to 12 million riders annually.

The first installment of *Envision My Ride*, the initiative to refresh the bus system, will be implemented in the northeast corridor to connect bus routes into the Blue Line Extension stations. Additional bus service is planned to connect UNC-Charlotte students into the light rail system.

Other areas of new service include improved frequency on North Mecklenburg express routes, and connections to the new Amazon Fulfillment Center northwest of the Airport. The North Mecklenburg improvements are designed to help mitigate traffic congestion resulting from the construction project on I-77. Service to the Amazon Fulfillment Center will be developed by reallocating existing service hours within the bus system. The Fulfillment Center is a new facility projected to house 1,100 workers once fully occupied.

The FY2018 budget proposes an increase of approximately 10,000 in bus service hours.

The Special Transportation Service ridership is expected to increase in FY2018. CATS is planning to upgrade the existing paratransit scheduling system to help manage the increased ridership.

	Ridership			Revenue Service Hours		
	<u>FY2017</u>	<u>FY2018</u>	<u>Variance</u>	<u>FY2017</u>	<u>FY2018</u>	<u>Variance</u>
Bus	17,935,661	16,719,735	(6.8%)	848,946	859,115	1.2%
Light Rail	4,935,863	11,961,322	142.3%	33,306	61,028	83.2%
Streetcar	522,574	522,574	0.0%	10,943	10,943	0.0%
Special Transportation Svc.	301,203	306,724	1.8%	145,735	148,406	1.8%
Vanpool	182,404	186,052	2.0%	28,276	28,842	2.0%
TOTAL	23,877,705	29,696,406	24.4%	1,067,206	1,108,334	3.9%



CATS PROGRAM PROFILES

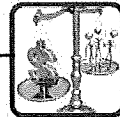
CHIEF EXECUTIVE OFFICE

Sets strategic direction for the department and manages the overall operation and administration, including budgeting, training, coordinating with City Manager's office and support of the Metropolitan Transit Commission

BUS / STS / VANPOOL



Provides approximately 1 million hours and over 16 million miles of services to over 17 million passengers annually



FINANCE & PROCUREMENT

Manage all fiscal aspects and procurements for transit operations and capital projects including budget, grants, debt financing, revenue collections & financial reporting

LIGHT RAIL / STREETCAR



Projected to provide over 71,000 hours and over 1.2 million miles of service to over 12 million passengers annually



DEVELOPMENT

Responsible for planning and construction of transit projects including quality control and assurance of all project developments

FACILITIES



Manage and maintain light rail stations, park & ride lots, parking decks, bus garages, light rail facilities, transit centers, and bus stops



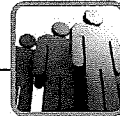
SAFETY & SECURITY

Responsible for safety & security of all CATS amenities, facilities and individuals that come in contact with CATS

CUSTOMER SERVICE, MARKETING & TECHNOLOGY



Manage public relations, customer service requests, trip planning assistance and technology for transit operations



HUMAN RESOURCE & CIVIL RIGHTS

Oversee compliance with federal, state & local guidelines to ensure fair and equal treatment of customers and employees

The City provides additional support to CATS through a City Cost Allocation Plan.



APPENDICES

Appendix 1 – Operating Budget Summary

Appendix 2 – Performance Objectives
Financial Performance Objectives
Balanced Scorecard

Appendix 3 – Staffing Summary

Appendix 4 – Operating
Operating Revenues
Operating Expenditures

Appendix 5 – Debt Service Summary

Appendix 6 – Community Investment Plan
CIP Revenues
CIP Expenditures

Appendix 7 – Other CIP Managed by CATS

Appendix 8 – Budget Schedule



Appendix 1 – Operating Budget Summary

	FY2016 <u>Actuals</u>	FY2017 <u>Adopted Budget</u>	FY2017 <u>Year End Projection</u>	FY2018 <u>Recommended Budget</u>
Sales Tax Allocation				
A Sales Tax Receipts	\$ 89,616,819	85,203,921	92,305,324	95,074,483
B Sales Tax Trendline	72,951,655	76,504,963	81,998,000	84,704,000
A - B = C Net Difference	16,665,164	8,698,958	10,307,324	10,370,483
D Transfer to (from) Revenue Reserve	16,665,819	6,931,697	4,675,877	0
A - D = E Sales Tax Available for Allocation	72,951,000	78,272,224	87,629,447	95,074,483
F Transfer to Debt Service Fund	10,550,838	16,721,556	15,027,592	15,661,328
G Transfer to Operating Fund (Operating Alloc)	62,400,162	61,550,668	66,970,408	69,042,672
H Transfer to Control Account	0	0	5,631,447	10,370,483
F + G + H = I Sales Tax Allocation to Other Funds	\$ 72,951,000	78,272,224	87,629,447	95,074,483

Operating Fund				
Operating Revenues				
Sales Tax Operating Allocation	\$ 62,400,162	61,550,668	66,970,408	69,042,672
Fares and Service Reimbursements	30,093,143	35,280,870	31,803,341	40,952,793
Maintenance of Effort - Charlotte	20,106,177	20,709,362	20,709,362	21,330,643
Maintenance of Effort - Mecklenburg	192,942	192,942	192,942	192,942
Maintenance of Effort - Huntersville	18,567	18,566	18,566	18,566
Operating Assistance	12,236,899	12,446,507	12,716,162	17,180,610
Transfers from other funds	7,316,785	0	0	0
Other (Advertising, Misc)	3,123,826	3,812,604	2,877,184	2,907,468
Total Operating Revenues	\$ 135,488,501	134,011,519	135,287,965	151,625,693
Operating Expenditures				
Transportation Services	\$ 119,079,102	131,216,905	131,192,861	143,455,301
Transit Development	2,780,622	3,524,729	3,551,598	3,313,401
Marketing and Communications	3,078,301	3,401,596	3,441,162	4,680,859
Executive and Administration	7,135,364	8,179,535	8,917,144	9,122,776
Subtotal	132,073,389	146,322,765	147,102,765	160,572,337
Transfers to Eligible CIP Projects	(13,253,805)	(23,144,563)	(21,643,629)	(12,333,585)
Total Net Operating Expense	118,819,584	123,178,202	125,459,136	148,238,753
Transfer from Operating to CIP	17,110,464	10,833,317	9,828,829	3,386,941
Total Operating Expenditures	\$ 135,930,048	134,011,519	135,287,965	151,625,693



Appendix 2 – Performance Objectives

Financial Performance Objectives

	FY2016	FY2017	FY2017	FY2018
	<u>Revised</u>	<u>Adopted</u>	<u>Year End</u>	<u>Recommended</u>
	<u>Budget</u>	<u>Budget</u>	<u>Projection</u>	<u>Budget</u>
SYSTEM SUBSIDY ≤ 80% of System Revenue	72.0%	68.3%	72.4%	70.4%
OPERATING RATIO (w/o Capital Interest)	28.1%	31.7%	27.6%	29.6%
PASSENGERS PER HOUR				
Bus ≥ 20 passengers per hour	21.64	22.88	21.13	20.32
Rail ≥ 90 passengers per hour	144.67	146.42	148.20	196.79
ADMINISTRATIVE OVERHEAD ≤ 15%	7.1%	7.0%	7.8%	8.2%
GROSS DEBT SERVICE COVERAGE > 3.0	6.98	5.30	5.78	5.73
NET DEBT SERVICE COVERAGE ≥ 1.15	1.30	1.85	1.98	1.64



FY2018 Balanced Scorecard

	Metric	Performance Goals
Customers	Net Promoter Score - Fixed Route	31%
	Net Promoter Score - Rail	31%
	Net Promoter Score - Paratransit	31%
	Overall Customer Satisfaction - Fixed Route	85%
	Overall Customer Satisfaction - Rail	88%
	Overall Customer Satisfaction - Paratransit	90%
	Customer Satisfaction with Vehicle Operators	85%
	Complaint Resolution	90%
	Customer Satisfaction with Call Center Interactions	85%
	Customer Satisfaction with Service Coverage	89%
Financial	Taxpayer Subsidy Percentage	< 80%
	% Debt Service Coverage Threshold (Net)	1.15x
	Operating Cost/Revenue Mile – Fixed Route	\$6.60
	Operating Cost/Revenue Mile – Rail	\$29.75
	Customers/Revenue Mile - Fixed Route	1.50
	Customers/Revenue Mile - Rail	10.00
	Customers/Revenue Mile - Paratransit	2.00
	Directly Generated Revenue	3%
Capital Program	Adherence to Asset Replacement Plan	80%
	Adherence to Asset Replacement Budget	90%
	Miles Between Breakdowns - Fixed Route	12,000
	Miles Between Breakdowns - Rail	5,000
	Vehicle Down Time	2
Employees	Employee Engagement	80%
	Employee Satisfaction	85%
	% of Employee Performance Goals Achieved	85%
	% of Employees Engaged in Professional Development	85%
	Customer Satisfaction with CATS Employees	85%
Stakeholder Engagement	Public Satisfaction with Management of the System	84%
	% of Public Aware of 2030 Plan	60%
	Public Satisfaction with 2030 Plan	85%



Appendix 3 – Staffing Summary

FY2018 Staffing Levels							
	Non-BLE FTE's		BLE FTE's		TOTAL FTEs	Temps	Grant-Funded Term
	Approved in FY16	Approved in FY17	Approved in FY16	Approved in FY17			
* BOD employees							
Transportation Services							
* 415010 BOD - Operations	649.00				649.00		
* 415011 BOD - Administration	14.00				14.00		
* 415012 BOD - Maintenance	178.00				178.00		
* 415013 BOD - STS Maintenance	9.00				9.00		
415050 Special Transportation Services	109.75	6.00			115.75	10.00	
411060 Treasury/Revenues	15.00	1.00		3.00	19.00		1.00
412010 Transit Center Operations					0.00		
415020 County Human Svc Trans					0.00		
412020 Facilities	12.00			2.00	14.00		
414020 Customer Svc & Information	20.00			1.00	21.00		
416010 Light Rail Operations	49.00		9.00	33.00	91.00		
416011 Light Rail Administration	9.00		1.00	4.00	14.00		
416012 Light Rail Maintenance	39.00		19.00	10.00	68.00	6.00	
416013 Maintenance of Way	14.00		6.00	32.00	52.00		
416020 CityLYNX GoldLine	12.00	2.00			14.00		
417010 Transit Security	12.00			5.00	17.00	1.00	2.00
415001 Bus General Management	0.00	1.00			1.00		
415030 Planning And Scheduling	12.00				12.00		
415040 Van Pool Division	4.00				4.00		
Transit Development							
413001 Development Administration	7.00				7.00		
413002 Quality Assurance	6.00				6.00		
413003 Engineering	0.00				0.00		
413020 North/CGS Corridor	1.00				1.00		
413050 Northeast Corridor Development	11.00				11.00		4.00
Marketing & Communications							
414010 Marketing & Communications	12.00				12.00		1.00
414030 Technology	10.00			1.00	11.00		2.00
Executive & Administration							
411010 Administration Division	14.00			1.00	15.00	1.00	2.00
411070 City Support Costs					0.00		
411030 HR and Civil Rights	7.00				7.00		
411040 Executive Division	2.00				2.00		
411050 MTC & Committees Division					0.00		
411020 Procurement Services	7.00			1.00	8.00		2.00
City Employees	384.75	10.00	35.00	93.00	522.75	18.00	14.00



Appendix 4 – Operating Budget

	Operating Revenues			
	FY2016 Actuals	FY2017 Adopted Budget	FY2017 Year End Projection	FY2018 Recommended Budget
Service Passenger Fares				
Bus	\$ 21,019,476	22,349,023	19,811,880	19,102,796
Light Rail	3,907,008	7,156,615	6,045,473	14,709,733
Vanpool	551,919	828,269	828,269	568,477
Paratransit	828,859	964,741	943,497	960,791
SUBTOTAL	\$ 26,307,263	31,298,648	27,629,119	35,341,797
Service Reimb & Funding Partners				
Airport Connector Services	\$ 2,312,440	2,337,488	2,337,488	2,345,390
Fort Mill (Wells Fargo) Rt 44 Carowinds	0	8,308	8,308	8,054
UNCC Shuttle	915,856	943,300	943,300	1,387,328
UNCC Pass Purchases	0	0	0	1,035,000
Union County Express 74x	99,936	99,890	99,890	110,888
Concord Express Commuter Bus	108,840	109,796	109,796	19,589
Rock Hill Express Commuter Bus	112,500	112,507	112,507	114,907
Gastonia Express Commuter Bus	88,308	146,135	146,135	93,220
Gastonia Mid-Day Service (100%) Cost	0	0	0	0
Carowinds (N&BS U MYEP)	0	41,070	41,070	37,596
Gold Rush	148,000	181,228	181,228	0
Concord Mills (LMS)	0	2,500	2,500	0
City of Charlotte (Employees)	0	0	0	35,000
Parking - BLE Decks	0	0	0	10,000
Parking - CGS	0	0	192,000	384,000
CPCC Levine Campus	0	0	0	30,024
SUBTOTAL	\$ 3,785,880	3,982,222	4,174,222	5,610,996
Service Income				
Charlotte Transit Center	\$ 426,412	1,109,979	500,000	452,468
Advertising	1,481,874	1,520,643	1,450,000	1,500,000
Interest Earned	351,515	700,000	362,060	372,922
Agreements/Leases	83,142	0	83,142	85,636
Miscellaneous	780,884	481,982	481,982	496,441
SUBTOTAL	\$ 3,123,826	3,812,604	2,877,184	2,907,468
Transfer from Other Funds				
Sales Tax Fund	\$ 62,400,162	61,550,668	66,970,408	69,042,672
Other Transfers	7,316,785	0	0	0
SUBTOTAL	\$ 69,716,947	61,550,668	66,970,408	69,042,672
Maintenance of Effort				
City of Charlotte	\$ 20,106,177	20,709,362	20,709,362	21,330,643
Mecklenburg County	192,942	192,942	192,942	192,942
Town of Huntersville	18,567	18,566	18,566	18,566
SUBTOTAL	\$ 20,317,686	20,920,870	20,920,870	21,542,151
Operating Assistance				
Federal CMAQ (for Service Expansions)	\$ 0	0	0	3,800,000
State Maintenance Assist. Prog. (SMAP)	10,733,608	10,700,000	10,700,000	10,700,000
Ride Share/NCDOT	0	213,150	126,000	126,000
City of Charlotte - GoldLine Phase 1	1,503,291	1,533,357	1,533,357	1,900,000
NCDOT (I-77 Mitigation)	0	0	295,000	531,000
Sugar Creek (I-77 Mitigation)	0	0	61,805	123,610
SUBTOTAL	\$ 12,236,899	12,446,507	12,716,162	17,180,610
TOTAL OPERATING REVENUES	\$ 135,488,501	134,011,519	135,287,965	151,625,693



Operating Expenditures

	FY2016	FY2017	FY2017	FY2018	FY2018
	Actuals	Adopted	Year End	Recommended	Recommended
	Net	Budget	Projection	Budget	Budget
		Net	Net	Gross	Net
				With BLE	With BLE
Transportation Services					
415010 BOD - Operations	\$ 58,138,565	60,143,493	60,543,493	60,748,716	60,748,716
415011 BOD - Administration	2,010,379	2,259,568	2,259,568	2,302,688	2,302,688
415012 BOD - Maintenance	13,764,118	15,411,054	15,411,056	20,074,840	15,769,840
415013 BOD - STS Maintenance	861,159	856,134	856,133	1,051,993	676,993
415050 Special Transportation Svc	8,580,720	8,269,626	8,476,998	9,228,535	9,228,535
411060 Treasury/Revenues	967,747	1,265,679	1,409,449	1,754,120	1,576,717
412010 Transit Center Operations	974,807	1,109,138	1,109,138	1,131,321	1,131,321
415020 County Human Svc Transp	313,114	300,000	300,000	306,000	306,000
412020 Facilities	4,542,771	3,973,067	4,363,770	7,206,137	7,127,358
414020 Customer Svc & Information	1,465,354	2,083,326	2,082,002	2,201,388	2,188,691
416010 Light Rail Operations	6,112,838	5,334,551	4,716,308	10,740,439	9,964,426
416011 Light Rail Administration	1,037,296	1,292,079	1,612,265	2,342,858	2,142,318
416012 Light Rail Maintenance	1,655,905	817,538	458,520	5,737,077	5,183,824
416013 Maintenance of Way	1,665,443	1,407,925	1,745,906	5,552,729	4,801,664
416020 CityLYNX GoldLine	1,141,697	1,570,124	1,355,355	1,959,033	1,920,596
417010 Transit Security	5,479,727	6,261,590	6,649,212	8,711,645	8,534,153
415001 Bus General Management	0	0	212,262	222,033	222,033
415030 Planning And Scheduling	1,149,170	1,252,802	1,202,173	1,258,122	1,258,122
415040 Van Pool Division	570,023	959,683	956,179	925,627	925,627
	\$ 110,430,833	114,567,377	115,719,786	143,455,301	136,009,622
Transit Development					
413001 Development Administration	\$ 187,493	127,965	217,607	1,050,897	453,377
413002 Quality Assurance	258,564	208,096	221,632	632,841	413,419
413003 Engineering	23,831	46,608	46,608	47,497	47,497
413020 North/CGS Corridor	2,386	(45,606)	(34,191)	128,194	(43,040)
413050 Northeast Corridor Dev.	(102,877)	(507,827)	(410,776)	1,453,971	(379,282)
	\$ 369,398	(170,764)	40,880	3,313,401	491,972
Marketing & Communications					
414010 Marketing & Communications	\$ 1,224,340	1,523,635	1,557,582	1,924,371	1,607,097
414030 Technology	542,066	873,614	929,183	2,756,488	2,584,367
	\$ 1,766,405	2,397,249	2,486,765	4,680,859	4,191,464
Executive & Administration					
411010 Administration Division	\$ 966,391	892,164	1,817,864	2,914,774	1,823,532
411070 City Support Costs	3,849,066	3,765,237	3,765,237	3,840,542	3,840,542
411030 HR and Civil Rights	473,623	452,568	474,428	672,095	640,723
411040 Executive Division	584,855	769,147	625,656	676,949	676,949
411050 MTC & Committees Division	53,538	72,052	72,052	73,493	73,493
411020 Procurement Services	325,475	433,170	456,468	944,923	490,456
	\$ 6,252,947	6,384,338	7,211,705	9,122,776	7,545,695
Total Operating Expenditures	\$ 118,819,584	123,178,200	125,459,136	160,572,337	148,238,753



Appendix 5 – Debt Service Summary

	FY2016	FY2017	FY2017	FY2018
	<u>Actuals</u>	<u>Adopted Budget</u>	<u>Year End Projection</u>	<u>Recommended Budget</u>
REVENUES				
Transfers from Sales Tax	\$ 10,550,838	16,721,556	14,867,592	15,661,328
Transfers from Other	6,790,068	0	0	0
Federal 5307 Formula Grant	0	2,909,000	2,909,000	2,909,000
Federal 5309 & State Grant for BLE	3,694,200	1,181,000	2,770,650	2,770,500
Interest Earned	35,085	0	35,000	0
TOTAL REVENUES	\$ <u>21,070,191</u>	<u>20,811,556</u>	<u>20,582,242</u>	<u>21,340,828</u>
EXPENDITURES				
Principal Payments Non-BLE	\$ 4,600,000	4,655,000	4,600,000	4,825,000
Principal Payments BLE	0	0	0	0
Interest Payments Non-BLE	5,673,876	5,586,056	5,578,542	5,578,541
Interest Payments BLE	4,398,455	9,183,000	9,182,998	10,494,314
Other Fees	1,220,702	1,387,500	1,220,702	442,972
Other Debt Service	14,971,286		0	
TOTAL EXPENDITURES	\$ <u>30,864,320</u>	<u>20,811,556</u>	<u>20,582,242</u>	<u>21,340,828</u>



Appendix 6 – Community Investment Plan

	FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	Total FY18-FY22
CAPITAL REVENUES						
5307 Federal Formula	\$ 17,254,083	16,906,388	19,236,079	20,237,922	21,757,889	95,419,361
5337 State of Good Repair	917,960	2,513,000	2,563,000	2,614,000	2,667,000	11,274,960
5339 Bus & Bus Facilities	3,488,755	1,911,000	1,939,000	1,969,000	1,998,000	11,305,755
5310 Enhanced Mobility	1,606,722	0	0	0	0	1,606,722
CMAQ	3,864,000	3,864,000	0	0	0	7,728,000
Dept of Homeland Security	250,000	250,000	250,000	250,000	250,000	1,250,000
State Technology Grant	0	180,000	180,000	180,000	180,000	720,000
BLE - 5309 Federal New Starts	100,000,000	74,235,000	0	0	0	174,235,000
BLE - State Match	25,000,000	25,000,000	25,000,000	25,000,000	16,328,000	116,328,000
Debt Proceeds	0	0	0	0	0	0
* Local Share	11,038,336	13,563,287	8,646,739	6,666,651	4,608,106	44,523,119
Total Capital Revenues	\$ 163,419,856	138,422,675	57,841,818	56,917,573	47,788,995	464,390,917

* Local Share includes combination of Operating Balance, CATS Control Account, and Fund Balance



APPENDICES

CAPITAL EXPENDITURE DETAILS

	FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	FY18-FY22 TOTAL
Transfer to Debt Service						
Debt Service Payments	2,909,000	2,909,000	2,909,000	2,909,000	2,909,000	14,545,000
1% for Amenities						
Bus Shelter Amenities	373,800	206,936	214,647	229,926	509,323	1,534,632
Facilities						
Bus stops will be improved by installing paved boarding areas and appropriate passenger amenities (shelters and/or benches). Bus stop sign posts and bases will be installed to display bus route information and timetables. As a result of paving, bus stops will be improved to comply with ADA guidelines for transit facilities.						
1% for Security						
1% for Security	214,647	206,936	214,647	229,926	234,323	1,100,479
Dept of Homeland Security Grant	250,000	250,000	250,000	250,000	250,000	1,250,000
Preventive Maintenance						
Bus Operations	4,305,000	4,305,000	4,305,000	4,305,000	4,305,000	21,525,000
Rail Ops	729,070	850,000	850,000	850,000	850,000	4,129,070
STS	375,000	375,000	375,000	375,000	375,000	1,875,000
Facilities	0	0	0	0	0	0
Asset Maintenance & State of Good Repair						
Engines & Transmission	565,345	625,000	625,000	625,000	625,000	3,065,345
Bus						
Engine and transmission replacement for a fleet of approximately 315 revenue buses. Replace approximately 30 engines and 40 transmission annually						



APPENDICES

		FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	FY18-FY22 TOTAL
Vehicle Replacements- Fixed Route Bus	Bus	9,881,247	12,429,560	10,059,148	11,922,297	11,572,710	55,864,962
<p>This CIP is for the replacement of revenue service vehicles that have reached the end of their useful life. Replacement buses are anticipated through FY22 as shown below. This number may be adjusted as the cost and configurations of buses are adjusted: FY18 – Approximately 16 buses FY19 – Approximately 22 buses FY20 – Approximately 20 buses FY21 – Approximately 23 buses FY22 – Approximately 25 buses</p>							
STS Revenue Bus Replacement	STS	2,042,524	1,835,760	2,157,960	2,181,600	2,122,195	10,340,039
<p>This CIP is for the replacement of revenue service vehicle that have reached the end of their useful life. Replacement buses are anticipated through FY22 as shown below. This number may be adjusted as the cost and configuration of buses are adjusted. FY18 – 20 buses FY19 – 17 buses FY20 – 21 buses FY21 – 21 buses FY22 – 21 buses</p>							
Vanpool Vehicle Replacement	Vanpool	0	435,468	0	478,518	0	913,986
<p>This request is for the purchase of new vehicles to replace the aging vans in CATS fleet. By meeting these replacement demands, CATS Vanpool will be able to continue providing safe, reliable and efficient vehicles for the commuting public in the Charlotte-Metro Region.</p>							
Mobile Application Phase II	Marketing	180,000	0	0	0	0	180,000
<p>Phase II of the project will upgrade or replace the current static CATS mobile solution for transit information. This enhanced rider information will be accomplished by providing real-time information such as bus routes, alerts, rail parking and other information. In addition, this phase will provide a means to present focused marketing ads to the riders and allows CATS to provide ads based on the riders geographical locations.</p>							



APPENDICES

		FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	FY18-FY22 TOTAL
Mobile Video Replacement	Marketing	750,000	1,200,000	1,200,000	1,200,000	1,200,000	5,550,000
		The bus video system will need to be upgraded due to the Verint vendor sun setting on all mobile video equipment and removing support after 2018. CATS is currently under contract for mobile video.					
Exhaust Fan & Heating Replacements	Facilities	0	0	212,872	0	0	212,872
		Replace the exhaust fans in the Maintenance Building. Upgrade / replace Boilers & pumps at the S Tryon Maintenance Bldg. R&R Gas fired heaters in the FF&W & P&B buildings. Replace the Electric heaters in the FF&W& P&B Bldg. R&R the VAV boxes & the air handler in the administration Bldg.					
HASTUS Scheduling System Upgrade	Marketing	530,964	0	0	0	0	530,964
Fare Collection System Replacements	Marketing	1,144,949	0	0	0	0	1,144,949
Signal House Lighting Protection	Rail	282,823	0	0	0	0	282,823
		Need for lighting protection for TPSS/Signal Houses; Need to check for HI-LO temperature in TPSS to ensure equipment in the TPSS do not overheat. Currently the TPSS doesn't or can't do this and must be completed.					
Light Rail Vehicle Overhaul	Rail	0	1,000,493	1,685,454	3,267,500	3,333,750	9,287,197
		The S70 overhaul program will cover the overhaul and upgrades of systems and sub-system of the Light Rail Vehicle. This project includes the Truck overhaul program which covers the OEM recommended services in 5 year intervals for the Power and Center trucks.					
Non-Revenue Vehicle Replacement	Safety	0	0	0	0	0	0
Transit Center Camera Upgrade	Marketing	465,094	0	0	0	0	465,094
		Upgrade the cameras used for security monitoring at the CTC. This will also require upgrades of the Video Recorders and network infrastructure.					
UPS Equipment Upgrade	Rail	2,312,500	1,870,861	205,195	0	0	4,388,556
		Need for Blue Line system upgrade to be able to work/communicate with the Blue Line Extension project and must be done. Additional need is to replace the current UPS and inverters for all 15 communications cabinet on the Blue Line. The current UPS and inverters for all 15 communications cabinet have a life expectancy of 8 years. They are at the end of life and must be replaced.					



APPENDICES

FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	FY18-FY22 TOTAL
325,440	223,039	0	0	0	548,479

Track 4 Fall Protection & Wheel True Ventilation Improvement

Rail

The fall protection and wheel true ventilation project are required to address safety concerns revealed during the course of providing maintenance to the LRV fleet. The enhancements will address safety concerns identified, but not fund to facilitate. Track 4 project is to install fall protection on Track #4 to allow maintenance personnel to perform required preventive maintenance from the mezzanine on the LRV from the track #4. Wheel true ventilation will design and install ventilation for the wheel truing pit and remove all gases and fume away from the area (produced during the cutting of wheels) and wheel truing machine area

Drainage Repairs

Rail

This is a CIP request to provide a new drainage system throughout the alignment on the existing Blue Line. The previous drainage system is washing a lot of debris and trash into CATS track and will eventually cause lost signals along the rail. This CIP request is to allow for improvement over a 4 year period to complete all the required new drainage systems along the existing Blue Line.

Track Reprofile & Realignment

Rail

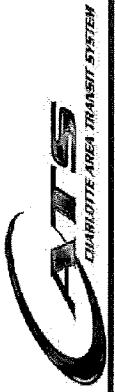
It is necessary to do the track reprofile for the tracks every 3 years. The tracks will move, settle, shift, and requirement additional ballast. This CIP request will allow for this occur. The existing Blue Line is in dire need to complete this process. This CIP will more than double because of the addition of the Blue Line Extension project. This will double the length of the tracks that CATS Rail will have to maintain.

Maintenance of Way Civil

Rail

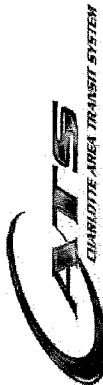
This project is to provide various civil engineering services for the Blue Line infrastructure. Funds will be used to survey, locate the buried ballast inlet along the Blue Line; adjust the inlet for easy access and maintenance/clean out; repair drainage areas throughout the Blue Line to prevent debris/trash from getting washed into the ballast.

367,202	269,896	365,896	365,896	0	1,368,890
399,672	0	753,672	0	500,000	1,647,344
631,202	638,441	650,000	0	1,200,000	3,119,643



APPENDICES

		FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	FY18-FY22 TOTAL
State Technology Grant		0	200,000	200,000	200,000	200,000	800,000
STS Automatic ADA Scheduling System	STS	547,000	0	0	0	0	547,000
The software is a mobility management tool that allows users to provide solution to customers who depend on public transportation. One of several solutions that the software provides is solutions for demand response and paratransit service request.							
New Equipment							
STS Bus Expansion	STS	0	0	213,107	342,636	352,913	908,656
This CIP Request is for expansion revenue buses to keep up with ridership request demand through FY22. Ridership requests will not level out due to the baby boom generation aging which comes with debilitating conditions. Twenty (20) expansion buses are anticipated through FY22. This number may be adjusted as the percent of annual ridership increases.							
Non-Revenue Vehicle New Purchase	Safety	0	0	0	0	0	0
MOW New Equipment	Rail	0	0	369,647	129,647	129,647	628,941
Need equipment due to increased area of responsibility to maintain the Blue Line Extension light rail.							
2030 Transit Corridor System Plan							
BLE	Development	129,000,000	106,735,000	29,000,000	26,000,000	16,328,000	307,063,000
Red Line Mobility Study	Development	0	0	0	0	0	0
Red Line LPA Study	Development	1,500,000	780,000	0	0	0	2,280,000
Airport/Center City LPA Study	Development	1,125,000	1,000,000	0	0	0	2,125,000
2030 System Plan / Infrastructure		250,000	0	780,000	780,000	780,000	2,590,000
Other							
Enhanced Mobility		1,606,722	0	0	0	0	1,606,722
Contingency for Capital Program		361,655	76,285	245,573	275,627	12,134	971,274
TOTALS		163,419,856	138,422,675	57,841,818	56,917,573	47,788,995	464,390,917



Appendix 7 – Other Capital Projects Managed by CATS

CHARLOTTE GATEWAY STATION

ANNUAL SOURCES & USES (\$000s)	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Project Uses						
Engineering/Design	8,905	4,150	1,103	1,136	878	-
ROW/Land Acquisition	-	-	-	-	-	-
Construction	47,204	105	6,329	13,172	16,338	10,660
DITs/ MOUs/Legal (COC)	-	-	-	-	-	-
Management & Agreements	2,766	506	524	562	579	50
Project Administration Costs (COC)	1,755	325	334	344	365	31
Project Contingency	9,363	-	2,394	2,466	1,962	-
Other Soft Costs/Soft costs to include financing	200	100	-	-	-	-
Project uses	70,193	5,166	11,920	17,631	20,931	14,444
Project Sources						
STP-DA Engineering grant disbursements	9,500	4,148	5,352	-	-	-
STP-DA Construction grant disbursements	5,500	-	4,164	1,316	-	-
TIGER grant disbursements	25,000	-	-	12,789	-	-
STI grant disbursements	27,000	-	-	-	27,000	-
City of Charlotte contribution / (reimbursement)	3,193	1,037	2,384	8,720	(12,556)	81
Project sources	70,193	5,186	11,920	17,631	20,931	14,444
Cumulative City of Charlotte contribution	1,037	3,421	6,947	15,667	3,112	3,193

CityLYNX GoldLine Phase II

Description	FY18 Recommended	FY19 Plan	FY20 Plan	FY21 Plan	FY22 Plan	Total FY18-FY2022
The CityLYNX Gold Line Phase 2 project consists of the design and construction of approximately 2.5 miles of double-track in street running streetcar line. The Project will be an extension of the approximately 1.5 mile CityLYNX Gold Line Phase 1 project recently completed in July 2015. The extension will result in approximately 4 mile long double-track streetcar system through Center City Charlotte. The project is being funded by a Federal Small Starts Grant for \$74,999,999 and with a local match of \$75 million funded by the City of Charlotte. Construction is scheduled to start in early 2017 and to be completed by August 2020.	64,917,696	42,914,910	18,097,266	15,949,595	-	141,879,467



Appendix 8 – FY2018 Budget Schedule

Month	Date	Present/Deliver To	Details
Jan	23	City S&B Department	Preliminary SOP CIP Request Memo
	25	Metropolitan Transit Commission (MTC)	CEO Recommended Budgets: Overview Recommended Operating Budget Debt Service Budget Community Investment Plan (CIP)
Feb	1	City S&B Department	Budget Committee Material Due
	6 – 17	City Manager	Overview of CATS Budget
	9	City Council	Budget Committee Meeting
	13	City S&B Department	Council Budget Workshop Materials Due
	21	CTAG	CEO Recommended Budgets: Overview Recommended Operating Budget Debt Service Budget Community Investment Plan (CIP)
	22	Charlotte City Council Budget Workshop	CATS CEO Presentation: Overview of CATS Operating Budget & 5-Year CIP
	22	Metropolitan Transit Commission (MTC)	Review/Discussion Impact Of New Fareboxes Ridership/Revenue/Average Cost Per Rider BLE Revenue Service New Bus Programs MTC Requests



Mar	9	TSAC	CEO Recommended Budgets: Overview Recommended Operating Budget Debt Service Budget Community Investment Plan (CIP)
	21	CTAG	Review/Discussion Impact Of New Fareboxes Ridership/Revenue/Average Cost Per Rider BLE Revenue Service New Bus Programs
	22	Metropolitan Transit Commission (MTC)	Review/Discussion Balanced Scorecard Alternatives Analysis & Goals CGS-Rail & CityLYNX GoldLine Phase II MTC Requests
Apr	18	CTAG	Review/Discussion Balanced Scorecard Alternatives Analysis & Goals CGS-Rail & CityLYNX GoldLine Phase II Recommendation To MTC
	26	Metropolitan Transit Commission (MTC)	MTC Approve & Adopts Budget
May	8	Charlotte City Council	Approval/Authorize Inclusion in City Budget Recommended Operating Budget Debt Service Budget Community Investment Plan (CIP)
Jun	12	Charlotte City Council	Adopt Budget

June 12, 2017

Resolution Book 48, Page 311A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE ADOPTING
CHANGES TO THE CITY PAY PLANS AND EMPLOYEE GROUP INSURANCE PLANS FOR
FISCAL YEAR 2018**

WHEREAS, the City of Charlotte desires to provide its employees with a competitive pay package and recognizes the importance of rewarding employees for their performance; and

WHEREAS, the City of Charlotte desires to provide its employees with a competitive benefits package; and

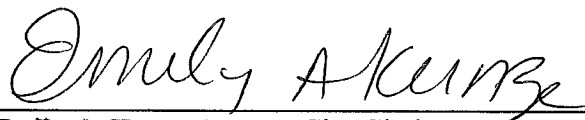
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Charlotte, in its regular session duly assembled, that it hereby adopt the pay and benefits recommendations for fiscal year 2018.

This 12th day of June, 2017.

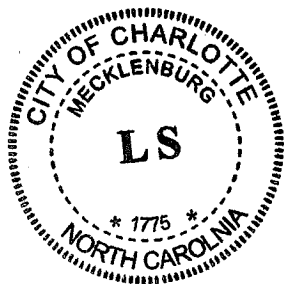
CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of June, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 311A.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of June, 2017.



Emily A. Kunze, Deputy City Clerk



A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT PERTAINING TO THE ALLOCATION OF FUNDS FROM THE NORTH CAROLINA 911 BOARD BY THE CITY OF CHARLOTTE TO THE MECKLENBURG EMERGENCY MEDICAL SERVICES AGENCY.

WHEREAS, N.C. General Statute § 160A-461, "Interlocal cooperation authorized," authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the Charlotte-Mecklenburg Police Department is a Primary Public Safety Answering Point (PSAP) for answering 911 calls, and the Mecklenburg Emergency Medical Services Agency (MEDIC) is a secondary PSAP within the same 911 system; and

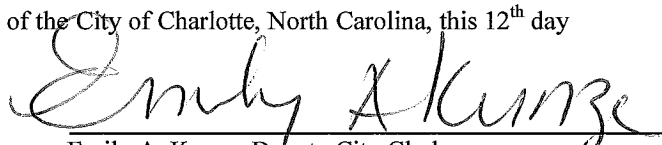
WHEREAS, the North Carolina 911 Board requires all PSAPs with a secondary agency in the 911 system to enter into a contract in order to implement the secondary funding program, and requires an interlocal agreement between the primary and secondary agencies in the same 911 system;

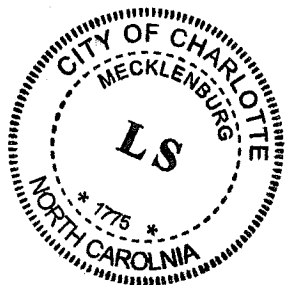
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify the attached Interlocal Agreement between the City of Charlotte and the Mecklenburg Emergency Medical Services Agency. The City Manager, an Assistant City Manager of the City of Charlotte or the Chief of Police of the Charlotte-Mecklenburg Police Department is hereby authorized and directed to execute the attached Interlocal Agreement and any amendments thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of June, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 312-344.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of June, 2017.


Emily A. Kunze, Deputy City Clerk



**INTRALOCAL AGREEMENT
BETWEEN
CHARLOTTE-MECKLENBURG POLICE DEPARTMENT
AND
MECKLENBURG EMERGENCY MEDICAL SERVICES AGENCY**

THIS INTRALOCAL AGREEMENT (“Agreement”) is made effective the [] day of [] 2017, by and between the **CITY OF CHARLOTTE**, a municipal corporation organized under the State of North Carolina, specifically the **CHARLOTTE-MECKLENBURG POLICE DEPARTMENT** (“CMPD”), and the **MECKLENBURG EMERGENCY MEDICAL SERVICES AGENCY** (“AGENCY”), a North Carolina joint agency.

WITNESSETH:

WHEREAS, the 911 Board was created by SL 2007-383 (N.C.G.S § 62A-40 *et seq.*) to collect and administer the 911 Fund; and

WHEREAS, the 911 Board adopted a policy allowing allocation of distributions from the 911 Fund for eligible expenditures of a Secondary Public Safety Answering Point (“Secondary PSAP”) that is able to receive the voice and data of an Enhanced 911 call transferred from a Primary PSAP and to complete the call taking process dispatching law, medical, fire or other responder; and

WHEREAS, the CMPD as a Primary PSAP presently transfers 911 ambulance calls to the AGENCY, a Secondary PSAP, which relieves the CMPD from completing the call taking process and dispatching such 911 calls; and

WHEREAS, the CMPD and the AGENCY operate within the same 911 System and the CMPD desire distributions from the 911 Fund to further distribute for the benefit of the AGENCY; and

WHEREAS, the Parties desire to contract in accordance with the Secondary PSAP funding policies, rules, and regulations of the 911 Board;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits). Definitions not defined below which are set forth in N.C.G.S. § 62A-40 *et seq.* are incorporated herein.
 - 1.1. “Back-up PSAP”: means a facility equipped to operate as part of the 911 System and all other features of its associated Primary PSAP. A Backup PSAP receives 911 calls only when they are transferred from the Primary PSAP or on an alternate routing basis when calls cannot be completed to the Primary PSAP.
 - 1.2. “Interoperable”: Capability of the telephone systems of the Primary and Secondary PSAPs to ensure complete transfer of a 911 call.
 - 1.3. “Secondary PSAP Funding Policy”: means Exhibit A to this Agreement and as the Policy may be amended.
 - 1.4. “Secondary PSAP”: is able to receive the voice and data of an Enhanced 911 call

transferred from a Primary PSAP and complete the call taking process dispatching law, medical, fire or other responder. Receiving the voice and data of an Enhanced 911 call includes all identification and location data generated by the Subscriber.

- 1.5. "Executive Director": the Executive Director of the 911 Board.
 - 1.6. "Allocated Funds": the amount authorized by the 911 Board for distribution to the CMPD for further allocation to the AGENCY determined annually based on a "per 911 call basis" as measured by the Electronic Call Analysis Tracking System. These Allocated Funds shall not diminish the monthly base amount distribution to the CMPD, nor modify the CMPD's carry-forward pursuant to N.C.G.S. § 62A-46(b1).
 - 1.7. "State Funds": Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The 911 Funds are State Funds. The Parties recognize that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
 - 1.8. "Unit of Local Government": As defined in N.C.G.S. § 160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.
2. SECONDARY PSAP.
- 2.1. The Secondary PSAP to receive the Allocated Funds is operated by the AGENCY and receives 911 calls transferred from the CMPD, the Primary PSAP, to complete the call taking and dispatching process. The Parties agree and acknowledge that the conditions set forth in Exhibit A, the 911 Board's Secondary PSAP Funding Policy, must be satisfied.
 - 2.2. Allocated Funds shall be determined by the 911 Board and utilize call data from the CMPD. Allocated Funds shall not be available for Back-up PSAPs.
 - 2.3. This Agreement will be provided to the Executive Director prior to disbursement of the Allocated Funds from the 911 Fund.
 - 2.4. 911 System equipment may be procured by the CMPD and placed within either the CMPD or the AGENCY by consent of the parties, provided that such equipment used to complete the call taking and dispatch processes shall be interoperable if purchased by the Primary PSAP, e.g. Computer Aided Dispatch (CAD).
 - 2.5. To the greatest extent practicable, expenditures of the Allocated Funds shall be made to ensure greater interoperability in call taking, processing and dispatching appropriate responders.
 - 2.6. The CMPD will collect and compile documents required to be provided by the AGENCY as directed by the 911 Board for the purpose of verifying the requirements of the Secondary PSAP Funding Policy.
 - 2.7. The AGENCY shall assist the CMPD in any audits of the 911 Fund by supplying required document(s) to satisfy the requests of an auditor.

3. CHANGES IN FUND DISTRIBUTIONS.

- 3.1. The Parties acknowledge that if changes are requested with respect to 911 Fund distributions or allocations, such changes must be authorized in writing by the 911 Board. The Parties understand the 911 Board will not approve any changes that exceed its authority under N.C.G.S. § 62A-40 *et seq.*, or subsequent modification thereof.
 - 3.2. The AGENCY may carry forward Allocated Funds for eligible expenditures for capital outlay, capital improvements, or equipment replacement. Amounts carried forward to the next fiscal year from Allocated Funds made by the 911 Board may not be used to lower the Allocated Funds unless the amount is greater than twenty percent (20%) of the average yearly amount distributed to the AGENCY in the prior two (2) years. The 911 Board may allow the AGENCY to carry forward a greater amount without changing the AGENCY's Allocated Funds.
 - 3.3. Administrative expenses or costs of the Parties are not eligible expenses for 911 Fund distributions.
 - 3.4. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform its obligations under this Agreement.
 - 3.5. The Parties agree that the CMPD, as a Primary PSAP, may assign this Agreement to its successor or continue the Agreement by amending the term if restructuring of City/County government and/or legislation is enacted that does, or may, affect the term of this Agreement.
 - 3.6. A request for change in the allocation of funds by the AGENCY must be submitted to the CMPD in writing to forward to the Executive Director. The Request must comply with the 911 Board's policies and state the basis for the request. The Request must be submitted at the same time that CMPD as a Primary PSAP would submit its requests for additional funds. The AGENCY shall submit a revised budget and any other documentation or information requested by the Executive Director to the CMPD indicating the planned use of such additional funds.
4. TERM. The term of this Agreement shall commence on the [] day of [], 2017 (the "Effective Date") and automatically renew for additional one (1) year terms, unless otherwise terminated or amended as provided herein. Allocated Funds provided by the 911 Board may not be utilized for expenses incurred by the Parties prior to the Effective Date or subsequent to the termination of this Agreement.
5. DISTRIBUTION OF FUNDS. Allocated Funds will be delivered to the CMPD together with the monthly base amount distributed to the CMPD.
- 5.1. Allocated Funds shall be distributed only for expenses that are eligible under N.C.G.S. § 62A-40 *et seq.* and the policies of the 911 Board.
 - 5.2. Administrative costs are not allowable expenses.
 - 5.3. Annually, the AGENCY and the CMPD shall develop an agreed upon budget identifying

eligible 911 expenses for the CMPD as the Primary PSAP and a separate budget for the AGENCY as the Secondary PSAP. Each budget will identify the anticipated maintenance and operations expenses of the emergency dispatch and communications system, facilities and accessories for the coming fiscal year for the AGENCY and CMPD systems. Eligible 911 expenses submitted by the CMPD as the Primary PSAP to the 911 Board will not be subject to this Agreement.

- 5.4 The AGENCY shall provide its list of eligible 911 expenses to the CMPD for submission to the 911 Board as specified below. The 911 Board will provide disbursement of Allocated Funds to the CMPD for the eligible 911 expenses of the AGENCY based on the 911 Board's eligible expenditure list.
- 5.5. The AGENCY shall provide the City with three (3) quarterly reports and an annual report to receive reimbursement. The quarterly report, submitted by the AGENCY no later than the 20th day following the close of the end of each quarter, will consist of one completed Revenue-Expenditure Form, invoices for all expenses listed, and general ledger proof of payment and other documents as may be required by the 911 Board. The AGENCY shall be reimbursed quarterly up to the Allocated Funds held by CMPD at the time.
- 5.6. The final report will be due to the CMPD no later than August 8th of each calendar year. The report will be submitted to the 911 Board for approval. Any amount of Allocated Funds distributed to the AGENCY which are not approved by the 911 Board will be set-off from the AGENCY's Allocated Funds for the subsequent year.
- 5.7 Should the CMPD receive a request from the 911 Board for additional information relating to the AGENCY's operations or expenses, the AGENCY will promptly (within thirty (30) days or within the time period requested by 911 Board) provide the information requested to the CMPD for delivery to the 911 Board.
- 5.8. The Parties will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission.
- 5.9. In the event the AGENCY breaches any of the terms contained in this Agreement, or the 911 Board determines that the AGENCY has made material misrepresentations in any document received by the 911 Board, the AGENCY shall return any un-distributed Allocated Funds held by the AGENCY. The AGENCY's obligations that are created by this subsection to return Allocated Funds apply only to Allocated Funds held by the AGENCY. Allocated Funds are "held" by the AGENCY only to the extent they are in the actual, not constructive, possession of the AGENCY. The AGENCY understands that the 911 Board may set-off Allocated Funds for the subsequent year upon breach of this Agreement or the 911 Board's determination that expenditures were not eligible for reimbursement under State law or 911 Board policies.
- 5.10 The AGENCY understands that CMPD will be required to enforce subsection 5.9 by the 911 Board and that CMPD has no discretion to vary the requirements or to seek any exception to the decision(s) of the 911 Board.
- 5.11 The Parties are required to attend workshops or other instructional sessions relating to administration of the Grant and use of the 911 Funds provided by the 911 Board during

the term of this Agreement.

6. INDEPENDENT STATUS OF PARTIES.

- 6.1. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between or among the CMPD, the AGENCY or with the 911 Board.
- 6.2. The Parties acknowledge that they are each independent entities. Neither Party shall represent itself as an agent of the other, nor shall the Agreement be construed so as to make either party an agent of the 911 Board. Neither Party shall have the ability to bind the other Party or the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.

7. RECORDS, RECORDS RETENTION.

- 7.1. The AGENCY shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data consistent with the 911 Board's funding model and policies.
- 7.2. The AGENCY shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement for five (5) years from the termination of this Agreement. In the event such records are audited, all such records shall be retained beyond the five (5) year period until any and all audit findings have been resolved.
- 7.3. Pursuant to N.C.G.S. § 143C-6-23 and § 147-64.7, the AGENCY agrees to make available to the CMPD for the State Auditor, or designated representatives of the foregoing, all of its records requested, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all requested data, documents, proceedings, records and notes of activity. Access to these records shall be allowed upon request at any time during normal business hours and as often as the State Auditor or 911 Board or its representative may deem necessary.
- 7.4. The AGENCY acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 143C-6-23 *et seq.*, and The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, N.C.G.S. § 62A-40 *et seq.* and the policies, procedures and rules of the 911 Board, as applicable.

8. TERMINATION; AVAILABILITY OF FUNDS.

- 8.1. If the AGENCY fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the CMPD shall thereupon have the right to terminate this Agreement by giving written notice to the AGENCY of such termination and by specifying the effective date of termination. In such event, the CMPD shall have no responsibility to make additional payments under this Agreement after the Termination Date. The AGENCY shall return all undistributed Allocated Funds to the CMPD without the demand therefor. The AGENCY shall not be relieved of liability to the CMPD for damages sustained by the CMPD by virtue of any breach of this Agreement.
- 8.2. The CMPD may terminate this Agreement immediately upon notice to the AGENCY at any time if sufficient Allocated Funds are not available from the 911 Board.

- 8.3. Either party may terminate this Agreement upon sixty (60) days' notice, or by mutual consent as may be agreed. Notice may be given by either Party to the other at the addresses and to the attention of the Party's representative specified below.
 - 8.4. Termination of this Agreement by the AGENCY shall not prohibit the CMPD from seeking remedy for additional costs consequential to the termination, which are incurred by the CMPD from the 911 Board. The AGENCY shall repay to the CMPD, which will then be forwarded to the 911 Board, any Allocated Funds received in excess of such distributions due under this Agreement.
 - 8.5. The Parties recognize that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
9. LIABILITIES AND LOSS. Neither Party assumes liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, or third party breach of contract, or any other damages, claims, or losses arising out of any activities undertaken by the other Party or its contractors.
10. REMEDIES. In the event of the AGENCY's non-compliance with any provision in this Agreement or the AGENCY's failure to adhere to the policies, rules and statutes of the 911 Board, or the provisions of this Agreement, the CMPD may take any actions authorized by the policies, rules and statutes of the 911 Board or by this Agreement. These remedies include, but are not limited to, reducing or suspending Allocated Funds or terminating such, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible expenditures. However, no termination of this Agreement removes the reporting and records retention requirements of this Agreement.
11. AGENCY'S REPRESENTATION AND WARRANTIES. The AGENCY hereby represents and warrants that:
- 11.1. The AGENCY is a Secondary PSAP and duly organized and validly existing as a joint governmental agency under the laws of the State of North Carolina.
 - 11.2. This Agreement constitutes a binding obligation of the AGENCY, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of the AGENCY and does not violate any applicable organizational documents of the AGENCY or any agreement or undertaking to which it is a party or by which it is bound.
 - 11.3. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the AGENCY's knowledge, threatened against or affecting it, that could or might adversely affect any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the AGENCY's ability to discharge its obligations under this Agreement.
 - 11.4. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by the AGENCY.
 - 11.5. The parties will notify the Executive Director of any significant problems relating to the

administrative or financial aspects associated with the Allocated Funds, such as misappropriation of funds, use of 911 Funds for non-eligible expenses, placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

12. EXCUSABLE DELAY (FORCE MAJEURE). Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. The AGENCY shall notify the CMPD promptly of any factor, occurrence or event that comes to its attention that may affect or delay the AGENCY's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.
13. DISPUTE RESOLUTION. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law, or invite the other party to submit the matter to mediation. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute, and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by either Party's legal counsel.
14. CONFIDENTIAL INFORMATION. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C.G.S. § 132-1, *et seq.* Proprietary information may be subject to N.C.G.S. § 62A-52. The AGENCY shall ensure that any third party is encouraged to review the applicable laws prior to submitting any information or documentation believed to be proprietary, and that any proprietary information is properly identified at the time of receipt.
 - 14.1. The Parties shall maintain the confidentiality of certain types of information described in N.C.G.S. § 132-1, *et seq.* and N.C.G.S. § 62A-52. Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from disclosures pursuant to the Public Records Act pursuant to N.C.G.S. § 132-1.2.
 - 14.2. The CMPD may serve as custodian of confidential information and not as an arbiter of claims against an assertion of confidentiality. If an action is brought pursuant to N.C.G.S. § 132-9 to compel disclosure information marked confidential, each Party agrees that it will provide prompt notice of such action, intervene in the action through its counsel and participate in defending the Parties, including any public official(s) or public employee(s). The CMPD shall have no liability to the AGENCY or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law, nor by disclosure of unmarked information or information that is publicly known.
15. NOTICE. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

CMPD: Charlotte-Mecklenburg Police Department
ATTN: Kellie High-Foster
601 East Trade Street
Charlotte, NC 28202\
E-MAIL: khighfoster@cmpr.org

w/copy to: Charlotte-Mecklenburg Police Department
ATTN: Richard Perlungher
Police Attorney's Office
601 East Trade Street
Charlotte, NC 28202
E-MAIL: rperlungher@cmpd.org

AGENCY: Mecklenburg Emergency Medical Services Agency
ATTN: Executive Director
4525 Statesville Road
Charlotte, NC 28269
FAX: 704-943-6001
E-MAIL:

w/copy to: MEDIC Attorney:

E-MAIL:

or addressed to such other address or to the attention of such other individual as the 911 Board or CMPD shall have specified in a notice delivered pursuant to this subsection.

16. CONSTRUCTION. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Mecklenburg County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Mecklenburg County shall be the proper venue for all matters.

17. GENERAL PROVISIONS AND CONDITIONS.

- 17.1 The 911 Board may request CMPD to provide certain AGENCY information that will assist the 911 Board with evaluation of the short and long-range impact of its Secondary PSAP program. The AGENCY recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide to the 911 Board such information as requested.
- 17.2 Nondiscrimination. The Parties agree not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- 17.3 Conflict of Interest. The Parties certify that to the best of their respective knowledge, none of their employees or officers have any pecuniary interest in the business of the 911 Board or Allocated Funds, and that no person associated with either Party has any interest that would conflict in any manner with the performance of this Agreement.
- 17.4 Compliance with Laws. The Parties shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may affect the

performance of the Agreement.

- 17.5 Non-Assignability. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the CMPD and the 911 Board.
- 17.6 Future Cooperation. The Parties agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to tire terms of this Agreement and to the Parties' intentions in entering this Agreement.
18. Entire Agreement. This Agreement supersedes all and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized representatives, have caused this Agreement to be executed as of the effective date set forth above.

**MECKLENBURG EMERGENCY MEDICAL SERVICES
AGENCY**

By: _____

Printed Name: _____

Title: _____

**CHARLOTTE-MECKLENBURG POLICE
DEPARTMENT**

By: _____

Printed Name: _____

Title: _____

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

Finance Manager, City of Charlotte

**INTRALOCAL AGREEMENT
BETWEEN
CHARLOTTE-MECKLENBURG POLICE DEPARTMENT
AND
CHARLOTTE FIRE DEPARTMENT**

THIS INTRALOCAL AGREEMENT (“Agreement”) is made effective the [] day of [] 2017, by and between the **CHARLOTTE-MECKLENBURG POLICE DEPARTMENT** (“CMPD”), and the **CHARLOTTE FIRE DEPARTMENT** (“CFD”), both Departments of the CITY OF CHARLOTTE (“City”) a municipal corporation organized under the State of North Carolina.

WITNESSETH:

WHEREAS, the 911 Board was created by SL 2007-383 (N.C.G.S § 62A-40 *et seq.*) to collect and administer the 911 Fund; and

WHEREAS, the 911 Board adopted a policy allowing allocation of distributions from the 911 Fund for eligible expenditures of a Secondary Public Safety Answering Point (“Secondary PSAP”) that is able to receive the voice and data of an Enhanced 911 call transferred from a Primary PSAP and to complete the call taking process dispatching law, medical, fire or other responder; and

WHEREAS, the CMPD as a Primary PSAP presently transfers 911 calls to the CFD, a Secondary PSAP, which relieves the CMPD from completing the call taking process and dispatching such 911 calls; and

WHEREAS, the CMPD and the CFD operate within the same 911 System and the CMPD desire distributions from the 911 Fund to further distribute for the benefit of the CFD; and

WHEREAS, the Parties desire to contract in accordance with the Secondary PSAP funding policies, rules, and regulations of the 911 Board;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits). Definitions not defined below which are set forth in N.C.G.S. § 62A-40 *et seq.* are incorporated herein.
 - 1.1. “Back-up PSAP”: means a facility equipped to operate as part of the 911 System and all other features of its associated Primary PSAP. A Backup PSAP receives 911 calls only when they are transferred from the Primary PSAP or on an alternate routing basis when calls cannot be completed to the Primary PSAP.
 - 1.2. “Interoperable”: Capability of the telephone systems of the Primary and Secondary PSAPs to ensure complete transfer of a 911 call.
 - 1.3. “Secondary PSAP Funding Policy”: means Exhibit A to this Agreement and as the Policy may be amended.
 - 1.4. “Secondary PSAP”: is able to receive the voice and data of an Enhanced 911 call

transferred from a Primary PSAP and complete the call taking process dispatching law, medical, fire or other responder. Receiving the voice and data of an Enhanced 911 call includes all identification and location data generated by the Subscriber.

- 1.5. "Executive Director": the Executive Director of the 911 Board.
- 1.6. "Allocated Funds": the amount authorized by the 911 Board for distribution to the CMPD for further allocation to the CFD determined annually based on a "per 911 call basis" as measured by the Electronic Call Analysis Tracking System. These Allocated Funds shall not diminish the monthly base amount distribution to the CMPD, nor modify the CMPD's carry-forward pursuant to N.C.G.S. § 62A-46(b1).
- 1.7. "State Funds": Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The 911 Funds are State Funds. The Parties recognize that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
- 1.8. "Unit of Local Government": As defined in N.C.G.S. § 160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. SECONDARY PSAP.

- 2.1. The Secondary PSAP to receive the Allocated Funds is operated by the CFD and receives 911 calls transferred from the CMPD, the Primary PSAP, to complete the call taking and dispatching process. The Parties agree and acknowledge that the conditions set forth in Exhibit A, the 911 Board's Secondary PSAP Funding Policy, must be satisfied.
- 2.2. Allocated Funds shall be determined by the 911 Board and utilize call data from the CMPD. Allocated Funds shall not be available for Back-up PSAPs.
- 2.3. This Agreement will be provided to the Executive Director prior to disbursement of the Allocated Funds from the 911 Fund.
- 2.4. 911 System equipment may be procured by the CMPD and placed within either the CMPD or the CFD by consent of the parties, provided that such equipment used to complete the call taking and dispatch processes shall be interoperable if purchased by the Primary PSAP, e.g. Computer Aided Dispatch (CAD).
- 2.5. To the greatest extent practicable, expenditures of the Allocated Funds shall be made to ensure greater interoperability in call taking, processing and dispatching appropriate responders.
- 2.6. The CMPD will collect and compile documents required to be provided by the CFD as directed by the 911 Board for the purpose of verifying the requirements of the Secondary PSAP Funding Policy.
- 2.7. The CFD shall assist the CMPD in any audits of the 911 Fund by supplying required document(s) to satisfy the requests of an auditor.

3. CHANGES IN FUND DISTRIBUTIONS.

- 3.1. The Parties acknowledge that if changes are requested with respect to 911 Fund distributions or allocations, such changes must be authorized in writing by the 911 Board. The Parties understand the 911 Board will not approve any changes that exceed its authority under N.C.G.S. § 62A-40 *et seq.*, or subsequent modification thereof.
 - 3.2. The CFD may carry forward Allocated Funds for eligible expenditures for capital outlay, capital improvements, or equipment replacement. Amounts carried forward to the next fiscal year from Allocated Funds made by the 911 Board may not be used to lower the Allocated Funds unless the amount is greater than twenty percent (20%) of the average yearly amount distributed to the CFD in the prior two (2) years. The 911 Board may allow the CFD to carry forward a greater amount without changing the CFD's Allocated Funds.
 - 3.3. Administrative expenses or costs of the Parties are not eligible expenses for 911 Fund distributions.
 - 3.4. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform its obligations under this Agreement.
 - 3.5. The Parties agree that the CMPD, as a Primary PSAP, may assign this Agreement to its successor or continue the Agreement by amending the term if restructuring of City/County government and/or legislation is enacted that does, or may, affect the term of this Agreement.
 - 3.6. A request for change in the allocation of funds by the CFD must be submitted to the CMPD in writing to forward to the Executive Director. The Request must comply with the 911 Board's policies and state the basis for the request. The Request must be submitted at the same time that CMPD as a Primary PSAP would submit its requests for additional funds. The CFD shall submit a revised budget and any other documentation or information requested by the Executive Director to the CMPD indicating the planned use of such additional funds.
4. TERM. The term of this Agreement shall commence on the [] day of [], 2017 (the "Effective Date") and automatically renew for additional one (1) year terms, unless otherwise terminated or amended as provided herein. Allocated Funds provided by the 911 Board may not be utilized for expenses incurred by the Parties prior to the Effective Date or subsequent to the termination of this Agreement.
5. DISTRIBUTION OF FUNDS. Allocated Funds will be delivered to the CMPD together with the monthly base amount distributed to the CMPD.
- 5.1. Allocated Funds shall be distributed only for expenses that are eligible under N.C.G.S. § 62A-40 *et seq.* and the policies of the 911 Board.
 - 5.2. Administrative costs are not allowable expenses.
 - 5.3. Annually, the CFD and the CMPD shall develop an agreed upon budget identifying eligible 911 expenses for the CMPD as the Primary PSAP and a separate budget for the CFD as the

Secondary PSAP. Each budget will identify the anticipated maintenance and operations expenses of the emergency dispatch and communications system, facilities and accessories for the coming fiscal year for the CFD and CMPD systems. Eligible 911 expenses submitted by the CMPD as the Primary PSAP to the 911 Board will not be subject to this Agreement.

- 5.4 The CFD shall provide its list of eligible 911 expenses to the CMPD for submission to the 911 Board as specified below. The 911 Board will provide disbursement of Allocated Funds to the CMPD for the eligible 911 expenses of the CFD based on the 911 Board's eligible expenditure list.
- 5.5. The CFD shall provide the City with three (3) quarterly reports and an annual report to receive reimbursement. The quarterly report, submitted by the CFD no later than the 20th day following the close of the end of each quarter, will consist of one completed Revenue-Expenditure Form, invoices for all expenses listed, and general ledger proof of payment and other documents as may be required by the 911 Board. The CFD shall be reimbursed quarterly up to the Allocated Funds held by CMPD at the time.
- 5.6. The final report will be due to the CMPD no later than August 8th of each calendar year. The report will be submitted to the 911 Board for approval. Any amount of Allocated Funds distributed to the CFD which are not approved by the 911 Board will be set-off from the CFD's Allocated Funds for the subsequent year.
- 5.7 Should the CMPD receive a request from the 911 Board for additional information relating to the CFD's operations or expenses, the CFD will promptly (within thirty (30) days or within the time period requested by 911 Board) provide the information requested to the CMPD for delivery to the 911 Board.
- 5.8. The Parties will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission.
- 5.9. In the event the CFD breaches any of the terms contained in this Agreement, or the 911 Board determines that the CFD has made material misrepresentations in any document received by the 911 Board, the CFD shall return any un-distributed Allocated Funds held by the CFD. The CFD's obligations that are created by this subsection to return Allocated Funds apply only to Allocated Funds held by the CFD. Allocated Funds are "held" by the CFD only to the extent they are in the actual, not constructive, possession of the CFD. The CFD understands that the 911 Board may set-off Allocated Funds for the subsequent year upon breach of this Agreement or the 911 Board's determination that expenditures were not eligible for reimbursement under State law or 911 Board policies.
- 5.10 The CFD understands that CMPD will be required to enforce subsection 5.9 by the 911 Board and that CMPD has no discretion to vary the requirements or to seek any exception to the decision(s) of the 911 Board.
- 5.11 The Parties are required to attend workshops or other instructional sessions relating to administration of the Grant and use of the 911 Funds provided by the 911 Board during the term of this Agreement.

6. INDEPENDENT STATUS OF PARTIES.

- 6.1. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between or among the CMPD, the CFD or with the 911 Board.
- 6.2. The Parties acknowledge that they are each independent departments. Neither Party shall represent itself as an agent of the other, nor shall the Agreement be construed so as to make either party an agent of the 911 Board. Neither Party shall have the ability to bind the other Party or the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.

7. RECORDS, RECORDS RETENTION.

- 7.1. The CFD shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data consistent with the 911 Board's funding model and policies.
- 7.2. The CFD shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement for five (5) years from the termination of this Agreement. In the event such records are audited, all such records shall be retained beyond the five (5) year period until any and all audit findings have been resolved.
- 7.3. Pursuant to N.C.G.S. § 143C-6-23 and § 147-64.7, the CFD agrees to make available to the CMPD for the State Auditor, or designated representatives of the foregoing, all of its records requested, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all requested data, documents, proceedings, records and notes of activity. Access to these records shall be allowed upon request at any time during normal business hours and as often as the State Auditor or 911 Board or its representative may deem necessary.
- 7.4. The CFD acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 143C-6-23 *et seq.*, and The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, N.C.G.S. § 62A-40 *et seq.* and the policies, procedures and rules of the 911 Board, as applicable.

8. TERMINATION; AVAILABILITY OF FUNDS.

- 8.1. If the CFD fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the CMPD shall thereupon have the right to terminate this Agreement by giving written notice to the CFD of such termination and by specifying the effective date of termination. In such event, the CMPD shall have no responsibility to make additional payments under this Agreement after the Termination Date. The CFD shall return all undistributed Allocated Funds to the CMPD without the demand therefor. The CFD shall not be relieved of liability to the CMPD for damages sustained by the CMPD by virtue of any breach of this Agreement.
- 8.2. The CMPD may terminate this Agreement immediately upon notice to the CFD at any time if sufficient Allocated Funds are not available from the 911 Board.

- 8.3. Either party may terminate this Agreement upon sixty (60) days' notice, or by mutual consent as may be agreed. Notice may be given by either Party to the other at the addresses and to the attention of the Party's representative specified below.
 - 8.4. Termination of this Agreement by the CFD shall not prohibit the CMPD from seeking remedy for additional costs consequential to the termination, which are incurred by the CMPD from the 911 Board. The CFD shall repay to the CMPD, which will then be forwarded to the 911 Board, any Allocated Funds received in excess of such distributions due under this Agreement.
 - 8.5. The Parties recognize that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
9. LIABILITIES AND LOSS. Neither Party assumes liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, or third party breach of contract, or any other damages, claims, or losses arising out of any activities undertaken by the other Party or its contractors.
10. REMEDIES. In the event of the CFD's non-compliance with any provision in this Agreement or the CFD's failure to adhere to the policies, rules and statutes of the 911 Board, or the provisions of this Agreement, the CMPD may take any actions authorized by the policies, rules and statutes of the 911 Board or by this Agreement. These remedies include, but are not limited to, reducing or suspending Allocated Funds or terminating such, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible expenditures. However, no termination of this Agreement removes the reporting and records retention requirements of this Agreement.
11. CFD'S REPRESENTATION AND WARRANTIES. The CFD hereby represents and warrants that:
- 11.1. The CFD is a Secondary PSAP and duly organized and validly existing as a Department of the City of Charlotte, a municipal corporation under the laws of the State of North Carolina.
 - 11.2. This Agreement constitutes a binding obligation of the CFD, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of the CFD and does not violate any applicable organizational documents of the CFD or any agreement or undertaking to which it is a party or by which it is bound.
 - 11.3. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the CFD's knowledge, threatened against or affecting it, that could or might adversely affect any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the CFD's ability to discharge its obligations under this Agreement.
 - 11.4. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by the CFD.

- 11.5. The parties will notify the Executive Director of any significant problems relating to the administrative or financial aspects associated with the Allocated Funds, such as misappropriation of funds, use of 911 Funds for non-eligible expenses, placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.
12. EXCUSABLE DELAY (FORCE MAJEURE). Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. The CFD shall notify the CMPD promptly of any factor, occurrence or event that comes to its attention that may affect or delay the CFD's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.
13. DISPUTE RESOLUTION. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law, or invite the other party to submit the matter to mediation. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute, and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by either Party's legal counsel.
14. CONFIDENTIAL INFORMATION. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C.G.S. § 132-1, *et seq.* Proprietary information may be subject to N.C.G.S. § 62A-52. The CFD shall ensure that any third party is encouraged to review the applicable laws prior to submitting any information or documentation believed to be proprietary, and that any proprietary information is properly identified at the time of receipt.
 - 14.1. The Parties shall maintain the confidentiality of certain types of information described in N.C.G.S. § 132-1, *et seq.* and N.C.G.S. § 62A-52. Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from disclosures pursuant to the Public Records Act pursuant to N.C.G.S. § 132-1.2.
 - 14.2. The CMPD may serve as custodian of confidential information and not as an arbiter of claims against an assertion of confidentiality. If an action is brought pursuant to N.C.G.S. § 132-9 to compel disclosure information marked confidential, each Party agrees that it will provide prompt notice of such action, intervene in the action through its counsel and participate in defending the Parties, including any public official(s) or public employee(s). The CMPD shall have no liability to the CFD or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law, nor by disclosure of unmarked information or information that is publicly known.
15. NOTICE. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

CMPD: Charlotte-Mecklenburg Police Department
ATTN: Kellie High-Foster
601 East Trade Street
Charlotte, NC 28202\
E-MAIL: khighfoster@cmpr.org

w/copy to: Charlotte-Mecklenburg Police Department
ATTN: Richard Perlungher
Police Attorney's Office
601 East Trade Street
Charlotte, NC 28202
E-MAIL: rperlungher@cmpd.org

CFD: Charlotte Fire Department
ATTN:
228 East 9th Street
Charlotte, NC 28202
E-MAIL:

w/copy to: City Attorney: Anna Schleunes
600 East Fourth Street
Charlotte, NC 28202
E-MAIL: aschleunes@charlottenc.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or CMPD shall have specified in a notice delivered pursuant to this subsection.

16. CONSTRUCTION. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Mecklenburg County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Mecklenburg County shall be the proper venue for all matters.

17. GENERAL PROVISIONS AND CONDITIONS.

- 17.1 The 911 Board may request CMPD to provide certain CFD information that will assist the 911 Board with evaluation of the short and long-range impact of its Secondary PSAP program. The CFD recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide to the 911 Board such information as requested.
- 17.2 Nondiscrimination. The Parties agree not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- 17.3 Conflict of Interest. The Parties certify that to the best of their respective knowledge, none of their employees or officers have any pecuniary interest in the business of the 911 Board or Allocated Funds, and that no person associated with either Party has any interest that would conflict in any manner with the performance of this Agreement.

- 17.4 Compliance with Laws. The Parties shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may affect the performance of the Agreement.
 - 17.5 Non-Assignability. The CFD shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the CMPD and the 911 Board.
 - 17.6 Future Cooperation. The Parties agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to tire terms of this Agreement and to the Parties' intentions in entering this Agreement.
18. Entire Agreement. This Agreement supersedes all and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized representatives, have caused this Agreement to be executed as of the effective date set forth above.

CHARLOTTE FIRE DEPARTMENT

By: _____

Printed Name: _____

Title: _____

**CHARLOTTE-MECKLENBURG POLICE
DEPARTMENT**

By: _____

Printed Name: _____

Title: _____

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

Finance Manager, City of Charlotte

Approved by the 911 Board June 28, 2013

Secondary PSAP definition:

A secondary PSAP is able to receive the voice and data of an Enhanced 911 call transferred from a primary PSAP and to complete the call taking process dispatching law, medical, fire or other responder.

For reference: statutory provisions from GS 62A-40

(4) 911 system. -- An emergency telephone system that does all of the following:

a. Enables the user of a voice communications service connection to reach a PSAP by dialing the digits 911.

b. Provides enhanced 911 service.

(5) Call taking. -- The act of processing a 911 call for emergency assistance by a primary PSAP, including the use of 911 system equipment, call classification, location of a caller, determination of the appropriate response level for emergency responders, and dispatching 911 call information to the appropriate responder.

(9) Enhanced 911 service. -- Directing a 911 call to an appropriate PSAP by selective routing or other means based on the geographical location from which the call originated and providing information defining the approximate geographic location and the telephone number of a 911 caller, in accordance with the FCC Order.

(18) Public safety answering point (PSAP). -- The public safety agency that receives an incoming 911 call and dispatches appropriate public safety agencies to respond to the call.

GS 62A-46 (3) Formula. -- The funding formula established by the Board must consider all of the following:

a. The population of the area served by a PSAP.

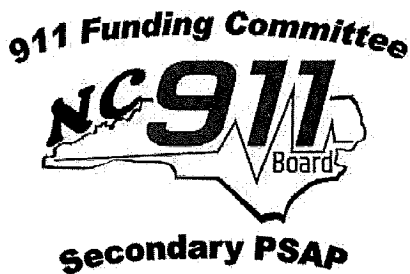
b. PSAP reports and budgets, disbursement histories, and historical costs.

c. PSAP operations, 911 technologies used by the PSAP, compliance with operating standards of the 911 Board, level of service a PSAP delivers dispatching fire, emergency medical services, law enforcement, and Emergency Medical Dispatch.

d. The tier designation of the county in which the PSAP is located as designated in G.S. 143B-437.08.

e. Any interlocal government funding agreement between a primary PSAP and a secondary PSAP, if the secondary PSAP was in existence as of June 1, 2010, receives funding under the agreement, and is within the service area of the primary PSAP.

f. Any other information the Board considers relevant.



November 13, 2013 Secondary PSAP Funding Recommendation

- I. Recommendation: The Secondary PSAP Funding Committee recommends adoption of the following individual recommendations as a formal policy of the 911 Board.
 - A. 911 Fund disbursements to the primary PSAPs shall not be affected by disbursements for the secondary PSAPs made pursuant to agreements made pursuant to this policy.
 - B. 911 Fund disbursements for a secondary PSAP may be permitted through a primary PSAP when all of the conditions set forth below are met, and the funding allocations for the benefit of a secondary PSAP are approved by the 911 Board.
 - 1) The primary and secondary PSAPs are part of the same 911 System conforming to G.S. 62A-40 et seq.
 - 2) An interlocal agreement consistent with this policy exists between the governing bodies of the primary PSAP and the secondary PSAP defining and assigning responsibilities of answering and responding to 911 calls.
 - 3) Any portion of 911 Fund disbursements allocated to a secondary PSAP will be provided by the primary PSAP to the secondary PSAP, and limited to eligible 911 expenses as shown in the Board's eligible expenditures list.
 - 4) A primary PSAP disbursing 911 Funds to a secondary PSAP shall report all 911 funds distributed to, and 911 expenditures incurred by, a secondary PSAP annually. This report shall not be combined with the primary PSAP's report of expenditures to the North Carolina 911 Board. The primary PSAP shall obtain and provide additional information relating to a secondary PSAP's 911 operations or expenses upon the Board's request.
 - 5) Actual costs per call will be determined by the total annual approved costs of the primary PSAP for the most recent funding year divided by the total number of 911 calls received by the primary PSAP for the same year.
 - 6) Funding for a secondary PSAP will be based on a per 911 call basis as measured by the Electronic Call Analysis Tracking System (ECaTS) as provided by the North Carolina 911 Board.
 - 7) That any additional funding requested by a secondary PSAP shall follow the procedure established by the Board as the "Annual Funding Reconsideration Request" and must be processed by the primary PSAP associated with secondary PSAP.

- 8) The interlocal agreement shall include provisions terminating or suspending disbursements of 911 Funds; such provisions may include:
 - a. Termination of the disbursement agreement made by the Board and the primary PSAP,
 - b. Failure to meet the Board policy for disbursements to secondary PSAPs,
 - c. Changes in statutory authority disallowing such disbursements of the 911 Fund,
 - d. Cessation of the primary or secondary PSAP's operations, and
 - e. Mutual agreement of the parties, or by other action of a governing body which prevents further participation.
- C. The 911 Board establishes priorities for 911 Fund disbursements to ensure that adequate funds are available to meet the Board's statutory disbursement obligations. PSAP disbursement priorities in order of importance are 1) primary PSAPs, 2) secondary PSAPs and 3) PSAP grants.
- D. The Board and a primary PSAP enter into an agreement to disburse 911 Funds to the primary for the benefit of, and further delivery to, a secondary PSAP. The agreement shall identify allocations for a secondary PSAP or the method of determining such allocations, conditions for suspension and termination of funding for secondary PSAPs, and such other terms or conditions as may be necessary or proper pursuant to N.C.G.S. 62A and the Board's policies, standards and rules.
- E. This policy will be effective July 1, 2014.

This policy was adopted by the North Carolina 911 Board January 24, 2014

**AGREEMENT FOR 911 FUND
ALLOCATIONS TO SECONDARY PSAP**

THIS AGREEMENT (“Agreement”) is made effective the 1st day of July 2017 by and between the **CITY OF CHARLOTTE**, a municipal corporation (“City”) specifically, the **CHARLOTTE-MECKLENBURG POLICE DEPARTMENT** (“CMPD”), a unit of local government operating a Primary Public Safety Answering Point (“PSAP”) and the **NORTH CAROLINA 911 BOARD** (“911 Board”), an agency of the State of North Carolina. The CMPD and 911 Board (the “Parties”) hereby agree as follows:

WITNESSETH:

WHEREAS, the 911 Board was created by SL 2007-383 (N.C.G.S. § 62A-40, *et seq.*) and recodified by SL 2015-241 as N.C.G.S. § 143B-1400, *et seq.*, to collect and administer the 911 Fund; and

WHEREAS, the 911 Board adopted a policy allowing allocation of distributions from the 911 Fund for eligible expenditures of a Secondary PSAP that is able to receive the voice and data of an Enhanced 911 call transferred from a Primary PSAP and to complete the call taking process dispatching law, medical, fire or other responder; and

WHEREAS, the CMPD presently transfers 911 calls to the Charlotte Mecklenburg Fire Department and the Mecklenburg Medical Services Agency and they serve as Secondary PSAP(S), which relieves the CMPD from completing the call taking process and dispatching such 911 calls; and

WHEREAS, the CMPD and the aforementioned Secondary PSAP(S) operate within the same 911 System and the CMPD desires distributions from the 911 Fund to further distribute for the benefit of the Secondary PSAP(S); and

WHEREAS, the Parties desire to contract in accordance with the Secondary PSAP funding policies, rules, and regulations of the 911 Board;

NOW, THEREFORE, the Parties enter into this Agreement to implement the 911 Board’s Secondary PSAP Funding Policy attached hereto as Exhibit A, the Parties hereto do mutually agree to the following terms and conditions:

1. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits). Definitions not defined below which are set forth in N.C.G.S. § 143B-1400, *et seq.* are incorporated herein.
 - 1.1. “Back-up PSAP”: means a facility equipped to operate as part of the 911 System and all other features of its associated Primary PSAP. A Backup PSAP receives 911 calls only when they are transferred from the Primary PSAP or on an alternate routing basis when calls cannot be completed to the Primary PSAP.
 - 1.2. “Interoperable”: Capability of the telephone systems of the Primary and Secondary PSAPs to ensure complete transfer of a 911 call.
 - 1.3. “Secondary PSAP Funding Policy”: means Exhibit A to this Agreement and as the Policy may be amended.

June 12, 2017

Resolution Book 48, Page 336

Contract # _____

- 1.4. "Secondary PSAP": is able to receive the voice and data of an Enhanced 911 call transferred from a Primary PSAP and complete the call taking process dispatching law, medical, fire or other responder. Receiving the voice and data of an Enhanced 911 call includes all identification and location data generated by the Subscriber.
- 1.5. "Executive Director": the Executive Director of the 911 Board.
- 1.6. "Allocated Funds": the amount authorized by the 911 Board for distribution to the CMPD for further allocation to a Secondary PSAP determined annually based on a "per 911 call basis" as measured by the Electronic Call Analysis Tracking System. These Allocated Funds shall not diminish the monthly base amount distribution to the CMPD, nor modify the CMPD's carry-forward pursuant to N.C.G.S. § 143B-1406(c).
- 1.7. "State Funds": Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The 911 Funds are State Funds. The Parties recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
- 1.8. "Unit of Local Government": As defined in N.C.G.S. § 160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. SECONDARY PSAP.

- 2.1. The Secondary PSAP(S) to receive the Allocated Funds are operated by the Charlotte Mecklenburg Fire Department and the Mecklenburg Emergency Medical Services Agency and each receive 911 calls transferred from CMPD, the Primary PSAP, to complete the call taking and dispatching process. The Parties agree and acknowledge that the conditions set forth in Exhibit A, the 911 Board's Secondary PSAP Funding Policy, must be satisfied.
- 2.2. Allocated Funds shall be determined by the 911 Board and utilize call data from the CMPD. Allocated Funds shall not be available for a Back-up PSAP.
- 2.3. This Agreement and the Agreements with the Secondary PSAP(S) (Exhibit B) will be provided to the Executive Director prior to disbursement of the Allocated Funds from the 911 Fund.
- 2.4. 911 System equipment may be procured by the CMPD and placed within either the CMPD or the Secondary PSAP by consent of the parties, provided that such equipment used to complete the call taking and dispatch processes shall be interoperable if purchased by the Primary PSAP, e.g. Computer Aided Dispatch (CAD).
- 2.5. To the greatest extent practicable, expenditures of the Allocated Funds shall be made to ensure greater interoperability in call taking, processing and dispatching appropriate responders.
- 2.6. The CMPD will collect and compile documents required to be provided by the Secondary PSAP(S) as directed by the 911 Board for the purpose of verifying the requirements of the Secondary PSAP Funding Policy.

- 2.7. The CMPD shall assist the 911 Board in any audits of the Allocated Funds by supplying required document(s) to satisfy the requests of an auditor.
3. CHANGES IN FUND DISTRIBUTIONS.
- 3.1. The Parties acknowledge that if changes are requested with respect to the Allocated Fund distributions or allocations, such changes must be authorized in writing by the 911 Board. The Parties understand the 911 Board will not approve any changes that exceed its authority under N.C.G.S. § 143B-1400, *et seq.*, or subsequent modification thereof.
 - 3.2. A Secondary PSAP may carry forward Allocated Funds for eligible expenditures for capital outlay, capital improvements, or equipment replacement. Amounts carried forward to the next fiscal year from Allocated Funds made by the 911 Board may not be used to lower the Allocated Funds unless the amount is greater than twenty percent (20%) of the average yearly amount distributed to the Secondary PSAP in the prior two years. The 911 Board may allow a Secondary PSAP to carry forward a greater amount without changing the Secondary PSAP's Allocated Funds.
 - 3.3. Administrative expenses or costs of a Primary or Secondary PSAP are not eligible expenses for 911 Fund distributions.
 - 3.4. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform its obligations under this Agreement.
 - 3.5. The Parties agree that the 911 Board may assign this Agreement to its successor or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the terms of this Agreement.
 - 3.6. A request for change in the allocation of funds by a Secondary PSAP must be submitted to the 911 Board Executive Director stating the basis for the request. The Request must be submitted at the same time that CMPD as a Primary PSAP would submit its requests for additional funds. The CMPD shall submit a revised budget received from the Secondary PSAP and forward and any other documentation or information requested by the Executive Director indicating the planned use of such additional funds.
4. TERM. This Agreement shall commence on July 1, 2017 (the "Effective Date"), continue in effect for one (1) year, and automatically renew for an additional one (1) year term, unless otherwise terminated or amended as provided herein. Allocated Funds provided by the 911 Board may not be utilized for expenses incurred by the Parties prior to the Effective Date or subsequent to the termination of this Agreement.
5. DISTRIBUTION OF FUNDS. Allocated Funds will be delivered to the CMPD together with the monthly base amount distributed to the CMPD as the Primary PSAP.
- 5.1. Allocated Funds shall be distributed only for expenses that are eligible under N.C.G.S. § 143B-1400, *et seq.* and the policies of the 911 Board.
 - 5.2. Administrative costs are not allowable expenses.

- 5.3 The CMPD and Secondary PSAP will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission.
- 5.4. In the event the CMPD or a Secondary PSAP breaches any of the terms contained in this Agreement including the agreements between the CMPD and a Secondary PSAP (Exhibit B) to this Agreement, or the 911 Board determines that a Secondary PSAP has made material misrepresentations in any document received by the 911 Board, the CMPD shall return any un-distributed Allocated Funds held by the CMPD. The CMPD's obligations that are created by this subsection to return Allocated Funds and to refund sums, apply only to Allocated Funds held by the CMPD. Allocated Funds are "held" by the CMPD only to the extent they are in the actual, not constructive, possession of the CMPD.
- 5.5 The CMPD is required to attend workshops or other instructional sessions relating to administration of the Grant or use of the 911 Funds provided by the 911 Board during the term of this Agreement.

6. INDEPENDENT STATUS OF PARTIES.

- 6.1. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between or among the CMPD, the 911 Board, or a Secondary PSAP.
- 6.2. The Parties acknowledge that they are each independent entities. Neither Party shall represent itself as an agent of the other Party. Nor shall this Agreement be construed so as to make either party an agent of the other Party. Neither Party shall have the ability to bind the other Party to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.

7. RECORDS, RECORDS RETENTION.

- 7.1. The CMPD shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data that are provided to the CMPD by a Secondary PSAP consistent with the 911 Board's funding model and policies.
- 7.2. The CMPD shall retain all financial records, supporting documents, and all other pertinent records provided by a Secondary PSAP related to this Agreement for five (5) years from the termination of this Agreement. In the event such records are audited, all such records shall be retained beyond the five-year period until any and all audit findings have been resolved.
- 7.3. Pursuant to N.C.G.S. § 143C-6-23, and § 147-64.7, the CMPD agrees to make available to the State Auditor or designated representatives of the foregoing, requested records provided by a Secondary PSAP, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all requested data, documents, proceedings, records and notes of activity provided to the CMPD by a Secondary PSAP. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- 7.4. The CMPD acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 143C-6-23, *et seq.*, and The Local Government and

Fiscal Control Act-Annual Independent Audit, Rules, N.C.G.S. § 143B-1400, *et seq.* and the policies, procedures and rules of the 911 Board, as applicable.

8. TERMINATION; AVAILABILITY OF FUNDS.

- 8.1. If the CMPD fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to the CMPD of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the Termination Date. The CMPD shall return all "held" Allocated Funds to the 911 Board without the demand therefor. The CMPD shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of breach related to Allocated Funds contained in this Agreement. The 911 Board may withhold Allocated Funds payment to the CMPD for the purpose of set-off until such time as the exact amount of damages due the 911 Board from such breach can be determined.
 - 8.2. The 911 Board may terminate this Agreement immediately upon notice to the CMPD at any time if sufficient funds are not available to satisfy the Allocated Funds, or if a Secondary PSAP fails to meet the policies, procedures or rules of the 911 Board.
 - 8.3. Either party may terminate this Agreement upon sixty (60) days' notice, or by mutual consent as may be agreed. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified below.
 - 8.4. Termination of this Agreement by the CMPD shall not prohibit the 911 Board from seeking remedy for additional costs consequential to the termination, which are incurred by the 911 Board relating to Allocated Funds.
 - 8.5. The Parties recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
9. LIABILITIES AND LOSS. Neither Party assumes liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, or any other related damages, claims, or losses arising out of any activities undertaken by the 911 Board, the CMPD, a Secondary PSAP, or any contractors.
10. REMEDIES. In the event of the CMPD's non-compliance with any provision in this Agreement or a Secondary PSAP's failure to adhere to the policies, rules and statutes of the 911 Board, the 911 Board may take any actions authorized by the policies, rules and statutes of the 911 Board or by this Agreement. These remedies include, but are not limited to, reducing or suspending Allocated Funds or terminating such, including the withdrawal of all CMPD "held" Allocated Funds described in this Agreement. However, no termination of this Agreement removes the reporting and records retention requirements of this Agreement.
11. CMPD'S REPRESENTATION AND WARRANTIES. The CMPD hereby represents and warrants that:
- 11.1. The CMPD is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

- 11.2. This Agreement constitutes a binding obligation of the City through the CMPD, and is enforceable in accordance with its terms. The execution and delivery of this Agreement has been duly authorized by all necessary action on the part of the City, and does not violate any applicable organizational documents of the CMPD or any agreement or undertaking to which it is a party or by which it is bound.
 - 11.3. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the CMPD's knowledge, threatened against or affecting it, that could or might adversely affect any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the CMPD's ability to discharge its obligations under this Agreement.
 - 11.4. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by the CMPD.
 - 11.5. The parties will notify the Executive Director of any significant problems relating to the administrative or financial aspects associated with the Allocated Funds, such as misappropriation of funds, use of 911 Funds for non-eligible expenses, placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.
12. **EXCUSABLE DELAY (FORCE MAJEURE).** Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. The CMPD shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay the CMPD's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.
 13. **DISPUTE RESOLUTION.** The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law, or invite the other party to submit the matter to mediation. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute, and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by either Party's legal counsel.
 14. **CONFIDENTIAL INFORMATION.** The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C.G.S. § 132-1, *et seq.* Proprietary information may be subject to N.C.G.S. § 143B-1412. The CMPD shall ensure that any third party is encouraged to review the applicable laws prior to submitting any information or documentation believed to be proprietary, and that any proprietary information is properly identified at the time of receipt.
 - 14.1. The Parties shall maintain the confidentiality of certain types of information described in N.C.G.S. § 132-1, *et seq.* and N.C.G.S. § 143B-1412. Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from disclosures pursuant to the Public Records Act pursuant to N.C.G.S. § 132-1.2.

- 14.2. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against an assertion of confidentiality. If an action is brought pursuant to N.C.G.S. § 132-9 to compel disclosure information marked confidential, the disclosing Party agrees that it will provide prompt notice of such action, intervene in the action through its counsel and participate in defending the Parties, including any public official(s) or public employee(s). Neither Party shall have liability to the other Party or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law, nor by disclosure of unmarked information or information that is publicly known.
15. NOTICE. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

911 BOARD: N.C. 911 Board
ATTN: Richard Taylor, Executive Director
P.O. Box 17209
Raleigh, NC 27609
E-MAIL: Richard.Taylor@nc.gov

CMPD: Charlotte-Mecklenburg Police Department
ATTN: Kellie High-Foster
601 East Trade Street
Charlotte, NC 28202
E-MAIL: khighfoster@cmpd.org

w/copy to: Charlotte-Mecklenburg Police Department
ATTN: Richard Perlungher
Police Attorney's Office
601 East Trade Street
Charlotte, NC 28202
E-MAIL: rperlungher@cmpd.org

or addressed to such other address or to the attention of such other individual as the 911 Board or the CMPD shall have specified in a notice delivered pursuant to this subsection.

16. CONSTRUCTION. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Mecklenburg County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Mecklenburg County shall be the proper venue for all matters.

17. GENERAL PROVISIONS AND CONDITIONS.

- 17.1 The 911 Board may request from CMPD certain information that will assist the 911 Board with evaluation of the short and long-range impact of its Secondary PSAP program. The CMPD recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide to the 911 Board such information as requested.

- 17.2 Nondiscrimination. The Parties agree not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- 17.3 Conflict of Interest. The CMPD certifies that to the best of its knowledge no employee or officer of the CMPD has any pecuniary interest in the business of the 911 Board or Allocated Funds, and that no person associated with the CMPD has any interest that would conflict in any manner with the performance of this Agreement.
- 17.4 Compliance with Laws. The Parties shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may affect the performance of the Agreement.
- 17.5 Non-Assignability. The CMPD shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board.
- 17.6 Future Cooperation. The 911 Board and the CMPD agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

18. ENTIRE AGREEMENT. This Agreement supersedes all and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized representatives, have caused this Agreement to be executed as of the Effective Date set forth above.

**CITY OF CHARLOTTE/CHARLOTTE-MECKLENBURG
POLICE DEPARTMENT**

By: _____

Printed Name: _____

Title: _____

NORTH CAROLINA 911 BOARD

By: _____

Printed Name: _____

Title: _____

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

Finance Manager, City of Charlotte

Exhibit A
911 Board Secondary PSAP Funding Policy

Exhibit B
Secondary PSAP Agreements

June 12, 2017

Resolution Book 48, Page 345

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON June 12, 2017.**

A motion was made by Mayfield and seconded by
Lyles for the adoption of the following Resolution and upon being
put to a vote was duly adopted:

WHEREAS, Corning Optical Communications will relocate its headquarters to Charlotte, NC; and

WHEREAS, Corning Optical Communications is projecting to employ 650 people within five (5) years; and

WHEREAS, The Comprehensive Transportation Plan adopted by the Charlotte Regional Transportation Planning Organization (CRTPO) classifies Brookshire Boulevard, Mt Holly-Huntersville Road, and the I-485/Brookshire interchange as "needs improvement."

WHEREAS, the State of North Carolina Department of Transportation estimates the cost to complete the transportation improvements to be at least \$10,000,000; and

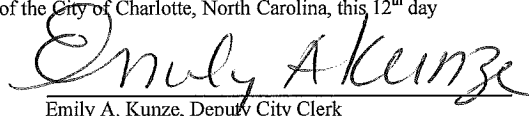
WHEREAS, the North Carolina Department has Statewide Contingency Funds available for transportation projects supporting economic development.

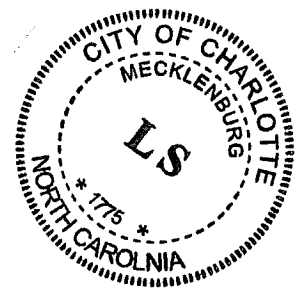
NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council, through the adoption of this Resolution, the City is indicating its support that \$250,000 in Statewide Contingency Funds in the State fiscal year 2017, and \$250,000 in Statewide Contingency Funds in the State fiscal year 2018 from each of the three (3) separate sources (North Carolina Speaker of the House of Representatives, President Pro Tem of the Senate, and NCDOT Secretary) be granted to the North Carolina Department of Transportation for a total grant of \$1,500,000 in Statewide Contingency Funds to be used exclusively for the purpose of completing the preliminary design and construction of the road improvements to facilitate Corning Optical Communications' relocation of its headquarters to Charlotte as referenced above.

CERTIFICATION

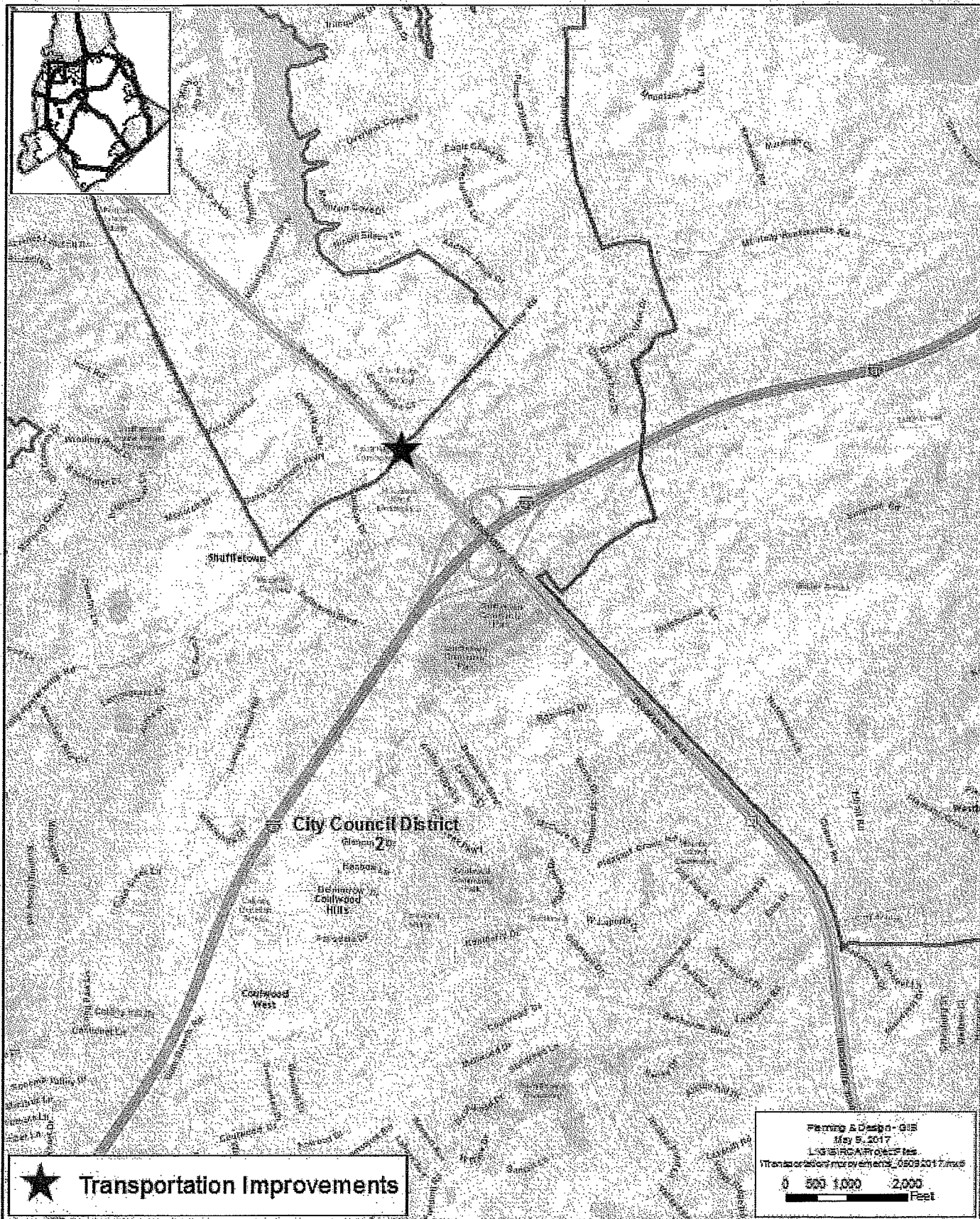
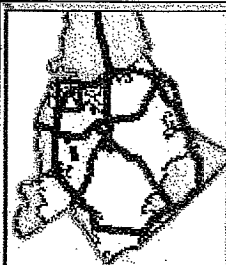
I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of June, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 345-346.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of June, 2017.


Emily A. Kunze, Deputy City Clerk



Transportation Improvements



★ Transportation Improvements

Planning & Design - GIS
May 9, 2017
LIGS/ROA Projects
Transportation Improvements_05092017.mxd

0 500 1000 2000 Feet

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

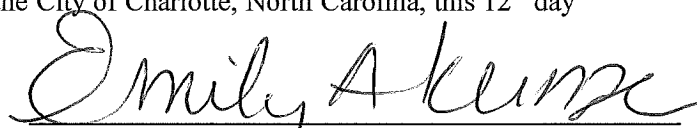
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of June 2017 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 12th day of June, 2017, the reference having been made in Minute Book 143, and recorded in full in Resolution Book 48, Page(s) 347-348.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of June, 2017.



Emily A. Kunze, Deputy City Clerk



Taxpayers and Refunds Requested

CASKEY, WILLIAM P	\$	15.93
CASKEY, WILLIAM P	\$	34.31
CASKEY, WILLIAM P	\$	77.79
CASKEY, WILLIAM P	\$	71.88
CASKEY, WILLIAM P	\$	63.32
CRUIKSHANK, GARY STEVEN	\$	205.83
CULP, DAVID CHARLES & BELINA HUDSON	\$	856.85
KENNEDY, ROBERT	\$	203.04
KENNEDY, ROBERT	\$	157.36
KENNEDY, ROBERT	\$	155.12
MT ZION PENTECOSTAL FAITH HOLINESS CHURCH INC	\$	6.02
PRAXAIR LEASED EQUIPMENT	\$	223.87
	\$	<u>2,071.32</u>