

Key Provisions of each Agreement:

Action A:

- The Grant Agreement includes the following key provisions:
 - Scope: The FRA funding will include the construction of Phase 1a and 1b, with the FRA funding supplemented by other sources in order to provide sufficient funding to complete Phases 1a and 1b, delivering two station tracks, supporting bridges, signal work and a passenger platform.
 - Schedule: The FRA funding must be obligated (awarded) to the City no later than September 30, 2017 or the funds will be rescinded.
 - Funding Expenditure: Five years from date of obligation or September 30, 2022.
 - Ownership and Maintenance of the Improvements by the City upon completion of construction (funded through CATS Operating budget beginning in 2022).

Action B

- The Municipal Agreement includes the following key provisions:
 - NCDOT will continue to lead Phase 1a and 1b including completion of final design, right of way acquisition, procurement of contractors and construction management.
 - Both the City and NCDOT will contribute funds to pay for Phases 1a and 1b.
 - Right-of-way acquisition and costs is wholly the responsibility of NCDOT.
 - The cost of construction is estimated to be \$72.1 Million.
 - NCDOT will contribute up to \$48.75 Million for construction.
 - The City has previously approved \$33 Million in CIP funds for the CGS Project.
 - The FRA grant amount and NCDOT's contribution total \$78.75 Million.
 - The City is responsible for its own staff costs and only for construction costs that exceed \$78.75 Million, if any.
 - Utility relocation is projected to begin in early 2018 with completion of Phase 1a and 1b construction projected for the end of 2021.
 - Once construction is underway, there is a reciprocal termination provision which applies to either the City or NCDOT should either party terminate the Agreement. The provision requires that the terminating party reimburse the other party for funds that have been expended during construction.
 - Both the City and NCDOT acknowledge that Amtrak service cannot commence in Uptown Charlotte until Phase 2a (the station building) has been constructed and an agreement with Amtrak has been completed. The design and construction of Phase 2a will be led by the City. The City agrees to work in good faith to identify the funding necessary to design and construct Phase 2a within three (3) years of completion of Phases 1a and 1b or by the Year 2024. Completion of Phase 2a would include expenditure of the \$33 million in City funds referenced above, if these funds are not needed for the completion of Phase 1a and 1b.
 - City staff is preparing the strategy to advance Phase 2a and will update Council throughout this process.

Action C

- The Framework Agreement includes the following key provisions:
 - Construction of Phases 1a and 1b requires access to NSR's right of way, construction of signal improvements and coordination with NSR relative to its existing freight operation adjacent to the CGS Project.
 - NSR's continued participation in the design, review and approval of Phase 1a and 1b is required. The Parties will negotiate and execute future Construction and Maintenance Agreements that address specific Phase 1a and 1b construction and maintenance responsibilities. Those Agreements will be submitted to Council as required.
 - The Phase 1a and 1b improvements are being designed and constructed in order to relocate intercity passenger rail service (Amtrak service) to Charlotte Gateway Station. The Agreement states that none of the parties shall permit the subsequent introduction of commuter rail or other passenger rail services over the Phase 1a and 1b improvements without the prior written consent of the other parties to the Framework Agreement.