

MAYOR
David Cohn

MAYOR PRO TEM
Clarence Alsobrooks, Jr.

TOWN MANAGER
Adam McLamb



TOWN COUNCIL
Tom Amburgey
Todd Barber
Crystal Buchaluk
Marcus McIntyre

TOWN CLERK
Trena Sims

Indian Trail Town Council
Meeting Agenda
Tuesday, February 24, 2026
5:15 Budget Workshop - 6:30 pm Regular Meeting

WORKSHOP

5:15 pm - Budget Workshop – Overview/Introduction

REGULAR MEETING

- 1. CALL MEETING TO ORDER –*Mayor Cohn***
 - a. Pledge of Allegiance and Moment of Reflection and/or Silence
 - b. Welcome and Upcoming Events
 - c. Mayor and Council Member Introductions
- 2. AGENDA ADDITIONS AND DELETIONS REQUESTS – *motion as needed***
- 3. MOTION TO APPROVE [amended] AGENDA - *motion***
- 4. PRESENTATION/RECOGNITION**
 - a. Chef Harley Sweet Potato Pie – Steven Smith, Author
- 5. PUBLIC COMMENTS**
 - a. Acknowledge Public Comment Rules
 - ***By addressing Council, you acknowledge you have read the Town's Public Comment Rules and will abide by them.***
 - b. General Comments (Public)
 - c. Council Feedback to Public Comments (Council)
- 6. LAW ENFORCEMENT UPDATE - *Captain Mullis***
- 7. CONSENT AGENDA - *motion***
 - a. Approval of Regular Meeting Minutes 2-10-26
 - b. Pickleball Fee Schedule
 - c. Monthly Tax Report – January
 - d. Report and Advertisement of Delinquent 2025 Taxes

8. PUBLIC HEARING

➤ *By addressing Council, you acknowledge you have read the Town's Public Comment Rules and will abide by them.*

- a. Annexation Ordinance #175 and CZ 2021-0149M – Moore Farm Ph. 3 Adjustment (Ms. Deese) - **motion**

9. OLD BUSINESS / PROJECT UPDATE

- a. Public Works Facility (Mr. McLamb)

10. NEW BUSINESS

- a. Resurfacing Contract (Mr. Huntsinger) – **motion**
- b. EV Chargers HL-0139 Interlocal Agreement (Mr. Huntsinger) – **motion**
- c. Audit Firm Recommendation (Ms. Massey) - **motion**

11. DISCUSSION ITEMS

12. MANAGER'S UPDATE – Town Manager McLamb

13. COUNCIL MEMBER COMMENTS

14. MAYOR COHN'S CLOSING COMMENTS

15. CLOSED SESSION

- 1) Enter CLOSED SESSION under NCGS 143-318.11(a)(3) attorney -client privilege - **motion**
- 2) Return to OPEN SESSION
- 3) Close the Closed Session - **motion**

16. ADJOURN – motion



TOWN COUNCIL

6:30 PM REGULAR MEETING

Council Chamber

February 10, 2026

[YouTube video of February 10, 2026, Town Council Meeting](#)

MINUTES

Present: Mayor David Cohn; Mayor Pro Tem Clarence Alsobrooks, Council Members Tom Amburgey, and Todd Barber

Absent: Council Members Crystal Buchaluk and Marcus McIntyre

Staff: Town Manager Adam McLamb, Attorney Melanie Cox, Town Clerk Trena Sims

Regular Meeting

1. CALL MEETING TO ORDER

a. The Pledge of Allegiance and Moment of Silence

Mayor Cohn opened the Regular Town Council Meeting. The Pledge of Allegiance was recited, and this was followed by a moment of silence.

b. Welcome and Events

Mayor Cohn welcomed those present and let everyone know of upcoming events.

c. Mayor and Council Member Introductions

Council Members and the Mayor introduced themselves.

2. AGENDA ADDITIONS AND DELETIONS

3. MOTION TO APPROVE AGENDA

MOTION was made by Council Member Amburgey to approve the Agenda and was unanimously approved.

4. PRESENTATIONS

a. New Business: The Peach Cobbler Factory

Atit Shah, new owner of The Peach Cobbler Factory, spoke about his business located on Wesley Chapel Stouts Road and shared samples of products with everyone present.

b. Quarterly Financial Update

Ms. Massey, Finance Director, provided a brief overview of the Town's finances for the second quarter. She discussed General Fund revenues, major expense categories, cash balances, and debt service.

c. Light Industrial Growth in Indian Trail

Ms. Deese noted that staff is excited to share the light industrial growth the Town has experienced recently. The town has a 69% residential and 31% for non-residential split, which is a healthy split. There are projects in the queue, and those numbers will continue to improve. This is a goal that Council looked at shortly after she joined the town. There is a strong demand of businesses wanting to locate in Indian Trail. She gave examples of this growth. In 2025, there were thirty-eight new Light Industrial/Commercial projects; over a million square foot of light industrial being proposed currently; revenue projections were exceeded and no incentive money was needed. Council and Ms. Deese held general conversation on the matter.

d. Proclamation for Black History Month

Mayor Pro Tem Alsobrooks read the Proclamation for Black History Month aloud.

5. PUBLIC COMMENTS

a. Mayor Cohn Acknowledgement of Public Comments Rules

b. Citizen Comments

Rahm Rampersaui, a resident of Indian Trail, stated that he didn't really sign up to speak, but he would like to become involved in the community.

c. Council's Response

None

6. LAW ENFORCEMENT UPDATE

Captain Mullis gave a brief overview of traffic and/or crime statistics and activities of the department.

7. CONSENT AGENDA

- a. Approval of Regular Meeting Minutes 01-13-25
- b. Approval of Closed Session Meeting Minutes 12-15-25
- c. Resolution Directing the Clerk to Certify the Sufficiency of Annexation #175
- d. Certificate of Sufficiency for Annexation #175
- e. Resolution Fixing the Date of the Public Hearing for Annexation #175
- f. Tax Refunds
- g. Budget Amendment(s) (For Information)
- h. Budget Amendment(s) (For Approval)
- i. Proclamation for Black History Month

***MOTION** was made by Mayor Pro Tem Alsobrooks to approve the Consent Agenda and was approved unanimously.*

8. PUBLIC HEARING

None

9. OLD BUSINESS

a. Old Monroe Road Betterments

Mr. Huntsinger presented updated information regarding the Old Monroe Road betterments. The interlocal agreement was not received in time to be included in the agenda packet but did receive it this afternoon. The amount the town will be required to contribute for the metal poles with powder coating on all poles and pedestrian posts has increased to \$362,662 because NCDOT has updated their estimates; he is assuming the price of the metal on the poles has increased. This agreement is for project U-4714BA; the rest of the project, U-4714BB will be done a later date because that's a year down the road as far as letting the project. This agreement is for six of the nine intersections, with betterments for the BB project section cost expected to be about \$50,000 in the future. The agreement will lock in the cost for BA, although if something unforeseen occurs, we would be required to contribute additional funds. The towns' cost share for the various sidewalks for the BA section is \$21,414, that number did not change. The total cost is not due until the project is completed, which may be around 2030. Mr. McLamb noted that the sidewalk cost is for filling in the gaps where no sidewalks are.

MOTION was made by Council Member Barber to approve entering into an Interlocal Agreement with NCDOT in the amount not to exceed \$385,000 to construct the betterments within the Old Monroe Widening Project as presented and was approved unanimously.

b. Rushing Subdivision – Street Closure (portion of Keowee Circle)

Mr. Huntsinger presented this information at a prior meeting and briefly recapped the request. He noted that Mr. Evans who originally filed the petition, cannot be here tonight, but another homeowner in the subdivision is here if Council wishes to ask questions of him. He stated that his goal is to talk to the homeowners who have not signed the petition, as some were not at home when Mr. Evans was gathering signatures. If Council approves this action, he wants to ensure that all the residents are aware of what is happening.

Mr. Huntsinger displayed the area that is proposed to be changed. There will no longer be an exit onto Old Monroe Road and the entrance/exit at that intersection will be demolished, if Council approves this action. The only part of that paved area that will remain is for driveway access to two homes. Per law, we are required to send letters to the folks that are actually adjacent to the road being closed, but everyone in the subdivision will be notified. A decision will not be made tonight, a Resolution of Intent to close the road is requested be adopted to continue the process. A public hearing is required and will be scheduled for March 24th as stated in the Resolution if Council chooses to approve. The Town is also required to publish a notice of the road closure and public hearing once a week for four weeks prior to the public hearing. General conversation was held between Council and Mr. Huntsinger.

MOTION was made by Council Member Amburgey to adopt the Resolution of Intent to close a portion of Keowee Circle between Old Monroe Road and Cherokee Lane in the Rushing Park subdivision as presented and was approved unanimously.

c. Union County Critical Intersection Update – Faircroft/Hayes/Old Monroe Roads

Mr. Huntsinger stated that this proposed project is entering the outreach phase and wanted to let Council know about the alternatives. This proposed project is part of Union County's critical intersection project which kicked off in August 2025. This intersection was chosen due to crash data. A third-party consultant worked on different concepts for all five (5) of the intersections that were selected throughout the county. Two alternatives were created for the Old Monroe/Hayes/Faircroft intersection. Public outreach of all intersections will go live on February 20th – March 20th, with a virtual public meeting specifically for this intersection to be held on March 24th (this date will change due to it being a Council meeting date).

Mr. Huntsinger displayed the two options. The first option is to keep it an offset intersection with two signal lights that will be in sink together. There would be some widening to all the roads with an island on Old Monroe Road. It will have crosswalks, additional sidewalks, and new striping, with minimum right of way impacts. The second option would align the intersection and take away the offset. This option would require right-of-way acquisition from Duke Energy and a few other parcels to create the alignment as the roads would be shifted. One of the entrance signs to the subdivision would be removed. It would still have crosswalks, additional sidewalks, and new striping. The second option is more costly.

Below are the estimated costs for each option:

OPTION	BASE COST	ENG/CEI	RW/ UTILITY	CONTINGENCY	TOTAL COST (2026)	TOTAL COST (2031)
		25%/20%		40%		3% Inflation
#1	\$1,268,400	\$570,800	\$942,500	\$1,112,700	\$4,283,800	\$4,966,098
#2	\$2,104,300	\$947,000	\$635,000	\$1,474,500	\$5,676,900	\$6,581,083

If we were to try and take on this project now, we would have to pay for it all. The hope would be to be able to secure federal funding for it, where we would not pay the entire cost. Union County contributed to the cost of the study but would not contribute to the cost of the project. Council and staff held general discussion. Mr. McLamb stated that recommendation from staff side is to have the public meetings, get the input, and then in the future, this would be another project that the town could submit to CRTPO. We would then have a percentage of this, say 80/20 split and we would need to contribute 20% to the total cost, if funding is in the program.

d. Trash Contract Options to Extend and Time Frame Expectations

Council Member Barber asked Mr. McLamb if he had a presentation. Mr. McLamb responded that he had included information in the memo in the agenda packet. Council Member Barber indicated that he had this added to agenda and Mr. McLamb did include dates for the proposal in the memo. Council Member Barber noted that in the current contract the town can pursue a two-year extension.

Mr. McLamb confirmed that the contract does have a two-year extension capability. Mr. McLamb stated that when staff met with the contractor regarding the fuel surcharge legal issue with Waste Connections, they indicated that they potentially would not extend the contract. He indicated that the process of developing an RFP has begun. That does not mean that we must choose a new vendor. If Council so directs, staff can reach out to them to see if they want to extend the contract, but during the legal negotiations it was indicated that was not the direction they were looking at doing because of the price of the contract. After general conversation, *Council was in consensus for the Town Manager to reach out to the current provider to gauge their interest in a contract extension.*

10. NEW BUSINESS

a. Planning and Zoning Board Member Selection to Fill Unexpired Term

MOTION was made by Mayor Pro Tem Alsobrooks to appoint Richard Sayre to fill unexpired term for Seat 4 of the Planning Zoning Board and was approved unanimously.

11. DISCUSSION ITEMS

a. Winter Storm Update

Mr. McLamb updated Council on actions performed by staff during the recent winter storm.

12. MANAGER'S UPDATE

Mr. McLamb made general closing comments.

13. COUNCIL COMMENTS

Council Members made general closing remarks.

14. MAYOR'S CLOSING COMMENTS

Mayor Cohn made general closing comments.

15. CLOSED SESSION

16. ADJOURN

Being no further business Mayor Cohn called for a Motion to adjourn.

***MOTION** was made by Mayor Pro Tem Alsobrooks to adjourn the meeting and was unanimously approved.*

Adopted on the 24th day of February 2026.

INDIAN TRAIL TOWN COUNCIL

Attest:

David Cohn, Mayor

Trena Sims, Town Clerk

Town of Indian Trail

MEMO

To: Mayor & Town Council
From: Hayden Kramer, Parks and Recreation Director
Meeting Date: Tuesday, February 24, 2026
Subject: Pickleball Fee Schedule



GENERAL INFORMATION

Indian Trail will soon bring 8 pickleball courts on line at Crooked Creek Park. This exciting addition is welcomed by the community and will sure to be a popular amenity.

Indian Trail Parks and Recreation is proposing the following fee schedule to utilize the courts:

Resident Rate, Per Hour, Per Court	\$7
Non-Resident Rate, Per Hour, Per Court	\$14
Half Day Tournament (6 hours)	\$450
All Day Tournament (12 Hours)	\$675

REQUESTED ACTION

Approve Pickleball fee schedule.

Town of Indian Trail

To: Mayor & Town Council
From: Alicia Massey, MPA, CLGFO, CTC
Meeting Date: February 24, 2026
Subject: Month End January 2026



According to GS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount he/she has collected on each year's taxes with which he is charged, the amount remaining uncollected, and the steps he/she is taking to encourage or enforce payment of uncollected taxes.

Below is the month end report for January 2026 collections (current and prior year). The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

Current Year Tax (FY 25/26 through January 31)

Billed	\$16,506,607
Collected	\$16,053,251
Total Due	\$453,356

Prior Year(s) Collected (from Tax Years 2015-2024)

Collected	\$13,613
GAP Collected	\$409
Penalty Billed	\$3,284
Penalty Collected	\$949

These numbers represent collections for properties that remain unpaid from the tax year for which they were due. In addition to the above-mentioned collection remedies, we also work in conjunction with Union County to collect delinquent property taxes through foreclosure.

GAP Billing

Billed	\$21,468
Collected	\$7,335
Total Due	\$14,133

GAP Billing refers to the gap between the time the NC registration for a motor vehicle expires and a new registration is issued for that same vehicle. During that gap, the motor vehicle is unregistered, obligating the municipality in which that vehicle is registered to list and tax as personal property per GS 105-330.3.

REQUESTED ACTION - No action required.

Town of Indian Trail

To: Mayor & Town Council
From: Alicia Massey, Finance Director
Meeting Date: February 24, 2026
Subject: Report and Advertisement of Delinquent 2025 Taxes



GENERAL INFORMATION

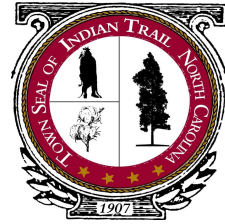
According to GS 105-369(a) it is the duty of the tax collector in February of each year to report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of the report, the governing body must order the tax collector to advertise the tax liens.

2025-2026 Delinquent Real Property Tax: \$198,227.31

REQUESTED ACTION: Council approval - ordering tax collector to advertise the tax liens

Town of Indian Trail - MEMO

To: Mayor & Town Council
From: Tim Jones, AICP, CZO (Senior Planner)
Date: February 24, 2026
Subject: Annexation #175 &
Conditional Zoning Modification CZ 2021-0149M
Moore Farm Phase 3; Portion of Parcel ID #07120809 90
and Portion of Private Augustus Beamon Dr; 0.082 acre



GENERAL INFORMATION

This is a petition for the voluntary annexation of a portion of one (1) Union County parcel and a portion of a private road into the Town of Indian Trail. The intent of the annexation is to avoid dividing a home lot into two jurisdictions. The existing Union County zoning is Master Planned Development (MPD), and the proposed Indian Trail zoning will be the same conditional zoning for the existing Moore Farm Phases 3 and 4 development approval, Conditional Zoning – Single-Family High Density Residential (CZ-SF5). The public hearing for this annexation and zoning map amendment will be held during the September 24, 2026 Town Council meeting.

Project Number: Annexation #175 & CZ 2021-0149M

Location Reference: Moore Farm Phase 3

Town Council Meeting Date: February 24, 2026



**PO Box 2430
Indian Trail, NC 28079
PLANNING DEPARTMENT**

Case/Project:	Annexation #175 & Conditional Zoning Modification #2021-0149M
Reference Name	Moore Farm Phase 3
Applicant/Owner(s)	Baybridge Moore Farm, LLC
Submittal Date	January 12, 2026
Location	Moore Farm Phase 3, Near Augustus Beamon Dr
Tax Map Number	Portion of Parcel ID #07120809 90 and Portion of Private Augustus Beamon Dr

Summary

This is a petition for the voluntary annexation of a portion of one (1) Union County parcel and a portion of a private road into the Town of Indian Trail (*see Exhibit 1, Petition for Annexation*). The first phase of the annexation process requires the adoption of a resolution by Town Council directing the Town Clerk to investigate the sufficiency of the voluntary annexation petition and set the public hearing date. This phase was completed at the Town Council meeting held on February 10th, 2026. The final phase of the annexation process requires Town Council to hold a public hearing to 1) approve or deny the request to annex into the Town, and 2) assign a zoning district to the annexed property. The proposed zoning assignment is CZ-SF5 (conditional zoning - single family high density residential). This zoning assignment will match the existing Conditional Zoning approval for Moore Farm Phases 3 and 4.

BACKGROUND AND ANALYSIS

Annexation Intent

The annexation petition was voluntarily initiated by the property owner Baybridge Moore Farm, LLC. Their intent is to avoid dividing a home lot into two jurisdictions.

Location and Existing Conditions

The subject parcel is located along the private road Augustus Beamon Dr in Moore Farm Phase 3 residential subdivision off of Waxhaw-Indian Trail Rd (*see Aerial Location Map below*). The property is 0.082 acre in size and features a new house lot and portion of Augustus Beamon Dr. The surrounding area is either Indian Trail's Moore Farm Phase 3 subdivision to the north or Union County's Moore Farm subdivision to the south. The County portion of Moore Farm was constructed first and the Indian Trail portion is currently under construction.

Aerial Location Map



Photos of Annexation and Zoning Area

Photo #1 – View North Along Augustus Beamon Dr from the Moore Farm Union County Side



Photo #2 – Google Earth View South Down Augustus Dr from the Moore Farm Phase 3 Indian Trail Side



Existing Zoning

The subject area is currently part of unincorporated Union County and is zoned MPD (Master Planned Development). The surrounding properties are all zoned residential (*see Exhibit 2, Zoning Map*). **Table 1** (found below) summarizes the adjoining zoning districts.

Table 1: Summary of Surrounding Zoning and Uses

Direction	Zoning District	Existing Use
North	CZ-SF5 – Conditional Zoning, Single-Family High Density Residential	Moore Farm Phase 3 subdivision (under construction)
South	Union County MPD – Master Planned Development	Union County’s Moore Farm subdivision existing homes
West	Union County MPD – Master Planned Development	Union County’s Moore Farm subdivision common open space
East	CZ-SF5 – Conditional Zoning, Single-Family High Density Residential	Moore Farm Phase 3 subdivision (under construction)

Comprehensive Plan Consistency and Recommendations

The subject property is part of the Moore Farm Village Plan Area. The Future Land Use Map in the Comprehensive Plan recommends “High Density Residential” as the future land use for the subject property. High density residential land use is the current use and zoning for Moore Farm Phase 3. (*see Exhibit 3 Future Land Use Map*)

ACTIONS REQUIRED

Town council must accompany their decisions with the adoption of a consistency statement. Staff is of the opinion that the following consistency findings can be made:

1. The proposed zoning assignment is consistent with the following goals of Indian Trail’s Comprehensive Plan:
 - a. **Land Use and Housing Goal # 1:** Promote a mix of different types of land uses within each village, and avoid potential land use conflicts between neighboring properties and surrounding municipalities.
 - b. **Land Use and Housing Goal #5:** Emphasize high quality design to ensure attractive land development and redevelopment.
 - c. **Infrastructure Goal #1:** Expand and improve public and private utilities such as water, sewer, storm water, electric, natural gas, and communications infrastructure throughout the community.
2. The proposed zoning assignment is reasonable and is in the public interest because it promotes the goals of the Indian Trail Comprehensive Plan in the areas of *Land Use and Housing*, and *Infrastructure*.

Project Number: Annexation #175 & CZ 2021-0149M

Location Reference: Moore Farm Phase 3

Town Council Meeting Date: February 24, 2026

Staff Contact

Tim Jones, AICP, CZO, Senior Planner

704-821-5401

tdj@indiantrail.org

Exhibit 1: Petition for Annexation

Exhibit 2: Zoning Map

Exhibit 3: Future Land Use Map

Project Number: Annexation #175 & CZ 2021-0149M

Location Reference: Moore Farm Phase 3

Town Council Meeting Date: February 24, 2026

Exhibit 1 – Petition for Annexation (with property survey and deed)



Planning & Neighborhood Services
PO Box 2430
Indian Trail, NC 28079
Telephone (704) 821-5401
Fax (704) 821-9045

PETITION TO REQUEST A CONTIGUOUS ANNEXATION

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail North Carolina and the boundaries of such territory are as follows:

SEE ATTACHED DESCRIPTION OF BOUNDARIES

(Copy of deed or other source containing legal description of properties requesting annexation)

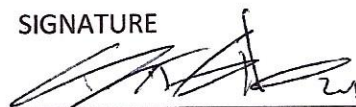
NAME

MOORE FARM HOMEOWNERS
ASSOCIATION, INC

ADDRESS AND PARCEL #

COS in PARCEL #07120809 90 and
Portion of Augustus Beamon Drive

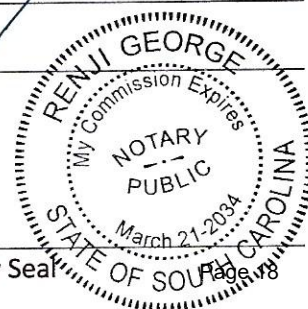
SIGNATURE


VICE PRESIDENT, MOORE
FARM HOA

Signature of Notary Public

Date

Notary Seal



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INDIAN TRAIL ANNEXATION AREA (0.082 ACRE / 3,582 SQUARE FEET)

Commencing at the Northeast corner of Lot 5 of Moore Farm Ph 1A as shown on map recorded in Plat Cabinet O File 766, the property of Richard D. Pyles & Margarita S. Pyles as shown on Deed:7595-320, said point being on the Indian Trail / Union County line; Thence with the northern line of Lot 5 with the Indian Trail/ Union County line N76-27-26W 141.00' to a point, the northwestern corner of Lot 5 on the eastern right-of-way of Augustus Beamon Drive, an existing 60' public right-of-way, being the Point of Beginning.

Thence from said Point of Beginning 4 new calls with the Indian Trail / Union County line 1) N02-04-46E 25.68 to a point; 2) N76-27-03W 51.02' to a point; 3) S02-04-46W 30.70' to a point; 4) N87-55-14W 129.73' to a point on the eastern line of the Common Open Space of Amenity Area #2 of Moore Farm Ph 1A as shown on map recorded in Plat Cabinet O File 766, Thence leaving the Indian Trail/ Union County Line S01-55-57W 14.04' to a point, a corner of the Common Open Space of Amenity Area #2 of Moore Farm Ph 1A as shown on map recorded in Plat Cabinet O File 766; Thence S87-55-14E 129.70' to a point a corner of the Common Open Space of Amenity Area #2 of Moore Farm Ph 1A as shown on map recorded in Plat Cabinet O File 766, on the western right-of-way of Augustus Beamon Drive, an existing 60' public right-of-way; Thence N81-58-41E 50.79' o a point the Point of Beginning.

Said Indian Tail Annexation area containing 0.082 Acres or 3,582 Square Feet.

STATE OF NORTH CAROLINA
UNION COUNTY

" I, JOSEPH E. WHALEY, JR., PROFESSIONAL LAND SURVEYOR
HEREBY CERTIFY THAT THIS MAP DRAWN UNDER MY SUPERVISION
FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF A
TRACT OF LAND WHOSE TITLE REFERENCES ARE SHOWN ON THE
FACE OF THIS PLAT; THAT THE RATION OF PRECISION AS CALCULATED
IS IN EXCESS OF 1:10000 WITH A MAXIMUM FIELD ERROR OF ANGULAR
CLOSURE OF 7 1/2 SEC. PER ANGLE; THAT THE BOUNDARIES NOT SURVEYED
AREA CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED
BOOK, (SEE NOTES) PAGE (SEE NOTES) AND THAT THIS MAP WAS PREPARED
IN ACCORDANCE WITH WITH G.S. 47-30 AS AMENDED.

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF
EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO
THE DEFINITION OF SUBDIVISION.

THIS IS TO CERTIFY THAT THIS SURVEY IS AN ANNEXATION SURVEY, WHICH
IS AN EXCEPTION TO THE DEFINITION OF "SUBDIVISION" PURSUANT TO GENERAL
STATUTE 47-30f.11d.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND
SEAL THIS THE 17TH DAY OF NOVEMBER, A.D., 2025.

JOSEPH E. WHALEY, JR.
PROFESSIONAL LAND SURVEYOR
NO. L-3954

NOW OR FORMERLY
BAYBRIDGE MOORE FARM, LLC

DEED:8502-132

TAX #M07-120-001

INDIAN TRAIL

FUTURE
MOORE FARM
PHASE 3 MAP 5

NOW OR FORMERLY
MOORE FARM
HOMEOWNERS
ASSOCIATION INC
PLAT CAB P FILE 766
TAX #07-120-809.90
UNION COUNTY

THIS AREA PREVIOUSLY RECORDED
AS AMENITY AREA #2
ON PLAT CAB O FILE 766

AMENITY AREA #2
ACTIVE COMMUNITY GARDEN
COS

REVIEW OFFICER

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____, A REVIEW OFFICER OF
INDIAN TRAIL, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS
FOR RECORDING.

REVIEW OFFICER

DATE

1, THE UNDERSIGNED MAYOR OF THE TOWN OF INDIAN TRAIL
HEREBY CERTIFY THAT THIS MAP REFLECTS THE TERRITORY
WHICH WAS ANNEXED INTO THE TOWN OF INDIAN TRAIL BY
ANNEXATION ORDINANCE # _____, WHICH WAS ADOPTED ON
THE _____ DAY OF _____, AND THE INDIAN TRAIL
MUNICIPAL LIMITS WHICH CORRESPOND TO THE EFFECTIVE DATE
FOR THIS DOCUMENT.

DAVID COHN, MAYOR
TOWN OF INDIAN TRAIL

DATE

TRENA SIMS
TOWN CLERK

DATE

LEGEND

COS - COMMON OPEN SPACE

R/W - RIGHT-OF-WAY

NOTES

NO USGS MONUMENTATION WITHIN 2000' OF SITE.

AREAS COMPUTED USING COORDINATE GEOMETRY.

DEED REFERENCE: AS SHOWN ON PLAT

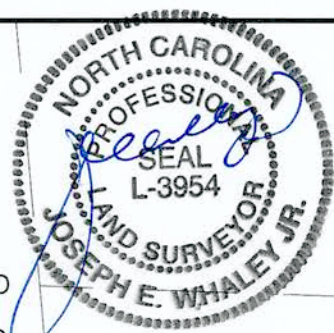
ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM
CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW
OR FORMERLY".

OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS
ARE NOT KNOWN.

THIS SURVEY IS OF EXISTING PARCEL OR PARCELS OF LAND.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD
AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY
PANEL NO. 3710449700J, EFFECTIVE DATE OCTOBER 16, 2008.



I, _____, a notary public of _____
County, North Carolina, do hereby certify that

personally appeared before me this day and acknowledged
the due execution of the foregoing certificate.

Witness my hand and official seal this _____ day of
_____, 20____.

My commission expires: _____

NOTARY PUBLIC

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540

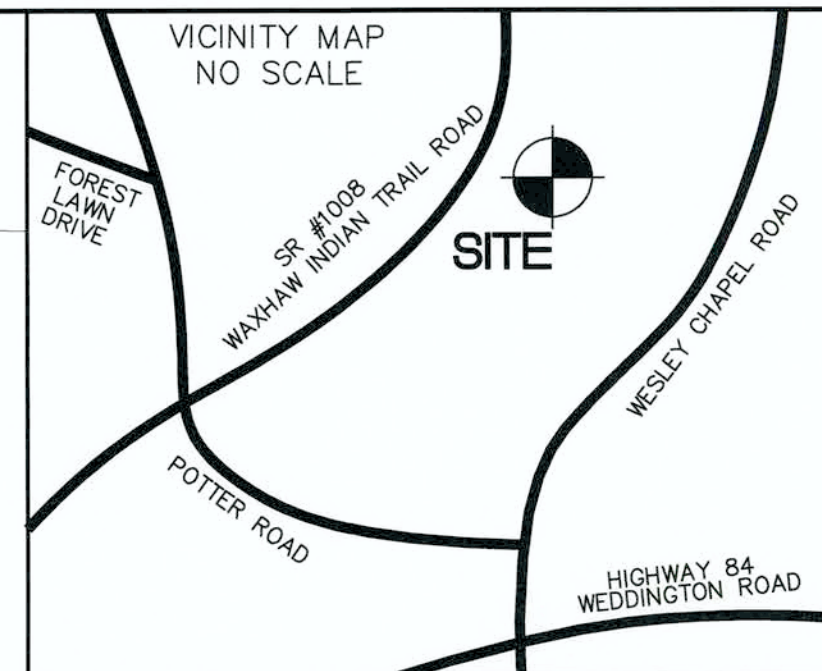
4

3

2

523

522



NOW OR FORMERLY
BAYBRIDGE MOORE FARM, LLC
DEED:8502-132
TAX #M07-120-001
INDIAN TRAIL

COS

FUTURE
MOORE FARM
PHASE 3 MAP 5

BEARINGS BASED ON
NC GRID (NAD 83)

LINE TABLE

LINE	LENGTH	BEARING
L1	51.02	S76°27'03"E
L2	25.68	N02°04'46"E

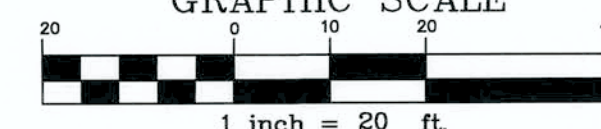
S87°55'14"E 129.70'

50.79'
N81°58'41"E

141.00'
S76°27'26"E
TIE

NOW OR FORMERLY
RICHARD D. PYLES &
MARGARITA S. PYLES
DEED:7595-320
TAX #07-120-816
UNION COUNTY

GRAPHIC SCALE



1 inch = 20 ft.

SHEET TITLE

ANNEXATION PLAT - 0.082 ACRES

PROJECT **A PORTION OF FUTURE
MOORE FARM PHASE 3 MAP 5**
TOWN OF INDIAN TRAIL, UNION COUNTY, NC
OWNER: BAYBRIDGE MOORE FARM LLC, DEED:8502-132

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
780 Windsor Oak Court
Charlotte, North Carolina, 28279
Registration #C-0476

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
P.O. Box 1198
Pineville, North Carolina, 28134
704.556.1990 704.556.0505(fax)

PROJECT NO.

SCALE

1"=20'

DATE

11/17/25

DRAWN BY

YWH

CHECKED BY

JEW

ZONED

DRAWING NO.

Page 20

SHT 1 OF 1 SHTS

Project Number: Annexation #175 & CZ 2021-0149M

Location Reference: Moore Farm Phase 3

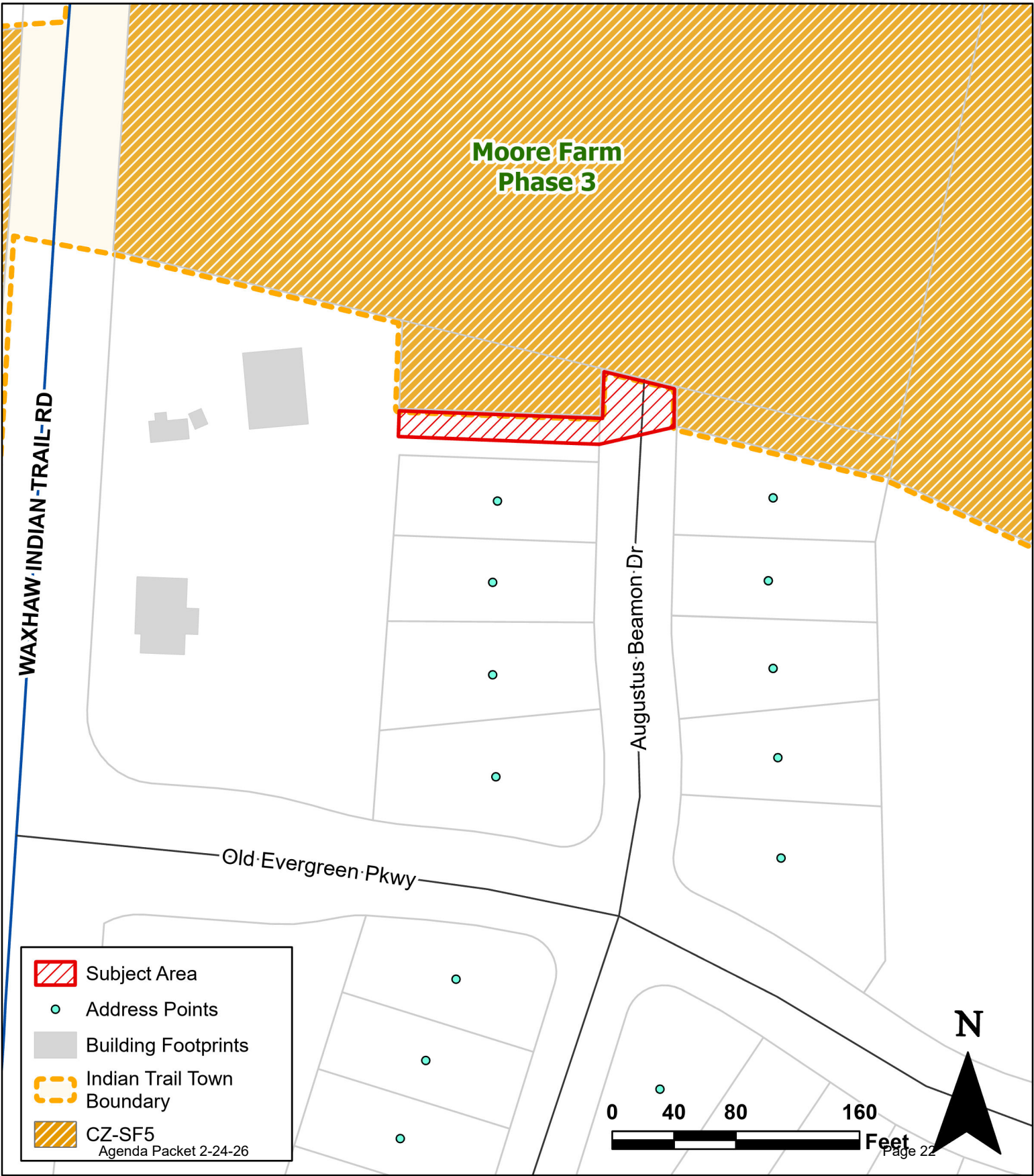
Town Council Meeting Date: February 24, 2026

Exhibit 2 – Zoning Map



Annexation & Rezoning Exhibit: CURRENT ZONING MAP

Project: ANX 175
Parcels: 07120809-90 and portion of Augustus Beamon Dr
Location: Moore Farm Phase 3
Size of Area: 0.082 ac / 3,582 sqft



Project Number: Annexation #175 & CZ 2021-0149M

Location Reference: Moore Farm Phase 3

Town Council Meeting Date: February 24, 2026

Exhibit 3 – Future Land Use Map



Annexation & Rezoning Exhibit: FUTURE LAND USE MAP

Project: ANX 175
Parcels: 07120809-90 and portion of Augustus Beamon Dr
Location: Moore Farm Phase 3
Size of Area: 0.082 ac / 3,582 sqft





TOWN OF INDIAN TRAIL

ANNEXATION ORDINANCE # 175

A portion of one parcel and a portion of the private Augustus Beamon Drive totaling approximately 0.082 acre in size located in off Waxhaw-Indian Trail Road adjacent to Moore Farm Phase 3 subdivision, within the boundaries of unincorporated Union County.

A Portion of Tax Parcel Number Union County 07120809 90 and A Portion of Private Augustus Beamon Drive, DB 7595 PG 0320, 0.082 acre
Owned by Moore Farm Homeowners Association, Inc

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF INDIAN TRAIL, NORTH CAROLINA**

**ANNEXATION ORDINANCE #175 Voluntary Annexation of Union County, NC
Portion of one (1) parcel and portion of the private Augustus Beamon Drive located off Waxhaw-
Indian Trail Road adjacent to the Moore Farm Phase 3 subdivision, consisting
of approximately 0.082 acre.**

WHEREAS, the Indian Trail Town Council has been petitioned pursuant to N.C.G.S. Chapter 160A, Article 4A Part 1 to annex the area shown on Exhibit A; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Indian Trail Town Hall at 6:30 pm on the 24th day of February 2026 after due notice by the Enquirer Journal; and

WHEREAS, the Town Council finds that the petition meets the requirements of G.S. 160A-31(d); and

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Indian Trail, North Carolina that:

- Section 1. The portion of one (1) parcel and portion of the private Augustus Beamon Drive contain 0.082 acre, all as shown on a Boundary Survey prepared by Yarbrough-Williams & Houle, Inc. and dated November 17, 2025 (see Exhibit A)
- Section 2. Upon and after the 24th day of February 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Indian Trail, North Carolina and shall be entitled to the same privileges and benefits as other parts of the Town of Indian Trail, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.
- Section 3. The Mayor of the Town of Indian Trail, North Carolina shall cause to be recorded in the office of the Register of Deeds of Union County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Adopted this 24th day of February 2026

TOWN OF INDIAN TRAIL, NC

David Cohn, Mayor

ATTEST:

Trena Sims, Town Clerk

APPROVED AS TO FORM:

Town Attorney

STATE OF NORTH CAROLINA
UNION COUNTY

" I, JOSEPH E. WHALEY, JR., PROFESSIONAL LAND SURVEYOR
HEREBY CERTIFY THAT THIS MAP DRAWN UNDER MY SUPERVISION
FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF A
TRACT OF LAND WHOSE TITLE REFERENCES ARE SHOWN ON THE
FACE OF THIS PLAT; THAT THE RATION OF PRECISION AS CALCULATED
IS IN EXCESS OF 1:10000 WITH A MAXIMUM FIELD ERROR OF ANGULAR
CLOSURE OF 7 1/2 SEC. PER ANGLE; THAT THE BOUNDARIES NOT SURVEYED
AREA CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED
BOOK, (SEE NOTES) PAGE (SEE NOTES) AND THAT THIS MAP WAS PREPARED
IN ACCORDANCE WITH WITH G.S. 47-30 AS AMENDED.

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF
EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO
THE DEFINITION OF SUBDIVISION.

THIS IS TO CERTIFY THAT THIS SURVEY IS AN ANNEXATION SURVEY, WHICH
IS AN EXCEPTION TO THE DEFINITION OF "SUBDIVISION" PURSUANT TO GENERAL
STATUTE 47-30f.11d.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND
SEAL THIS THE 17TH DAY OF NOVEMBER, A.D., 2025.

JOSEPH E. WHALEY, JR.
PROFESSIONAL LAND SURVEYOR
NO. L-3954

NOW OR FORMERLY
BAYBRIDGE MOORE FARM, LLC

DEED:8502-132

TAX #M07-120-001

INDIAN TRAIL

FUTURE
MOORE FARM
PHASE 3 MAP 5

NOW OR FORMERLY
MOORE FARM
HOMEOWNERS
ASSOCIATION INC
PLAT CAB P FILE 766
TAX #07-120-809.90
UNION COUNTY

THIS AREA PREVIOUSLY RECORDED
AS AMENITY AREA #2
ON PLAT CAB O FILE 766

AMENITY AREA #2
ACTIVE COMMUNITY GARDEN
COS

REVIEW OFFICER

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____, A REVIEW OFFICER OF
INDIAN TRAIL, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS
FOR RECORDING.

REVIEW OFFICER

DATE

1, THE UNDERSIGNED MAYOR OF THE TOWN OF INDIAN TRAIL
HEREBY CERTIFY THAT THIS MAP REFLECTS THE TERRITORY
WHICH WAS ANNEXED INTO THE TOWN OF INDIAN TRAIL BY
ANNEXATION ORDINANCE # _____, WHICH WAS ADOPTED ON
THE _____ DAY OF _____, AND THE INDIAN TRAIL
MUNICIPAL LIMITS WHICH CORRESPOND TO THE EFFECTIVE DATE
FOR THIS DOCUMENT.

DAVID COHN, MAYOR
TOWN OF INDIAN TRAIL

DATE

TRENA SIMS
TOWN CLERK

DATE

LEGEND

COS - COMMON OPEN SPACE

R/W - RIGHT-OF-WAY

NOTES

NO USGS MONUMENTATION WITHIN 2000' OF SITE.

AREAS COMPUTED USING COORDINATE GEOMETRY.

DEED REFERENCE: AS SHOWN ON PLAT

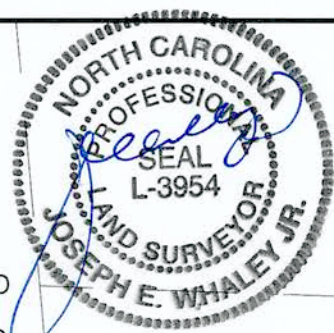
ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM
CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW
OR FORMERLY".

OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS
ARE NOT KNOWN.

THIS SURVEY IS OF EXISTING PARCEL OR PARCELS OF LAND.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD
AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY
PANEL NO. 3710449700J, EFFECTIVE DATE OCTOBER 16, 2008.



537

I, _____, a notary public of _____
County, North Carolina, do hereby certify that

personally appeared before me this day and acknowledged
the due execution of the foregoing certificate.

Witness my hand and official seal this _____ day of
_____, 20____.

My commission expires: _____

NOTARY PUBLIC

538

539

NOW OR FORMERLY
BAYBRIDGE MOORE FARM, LLC
DEED:8502-132
TAX #M07-120-001
INDIAN TRAIL

540

FUTURE
MOORE FARM
PHASE 3 MAP 5

THIS AREA TO BE ANNEXED
INTO INDIAN TRAIL
0.082 ACRE OR 3,582 SQUARE FEET

INDIAN TRAIL
UNION COUNTY

S87°55'14"E 129.70'

4

NOW OR FORMERLY
REBECCA A. PIMENTAL
DEED:8191-432
TAX #07-120-815
UNION COUNTY

3

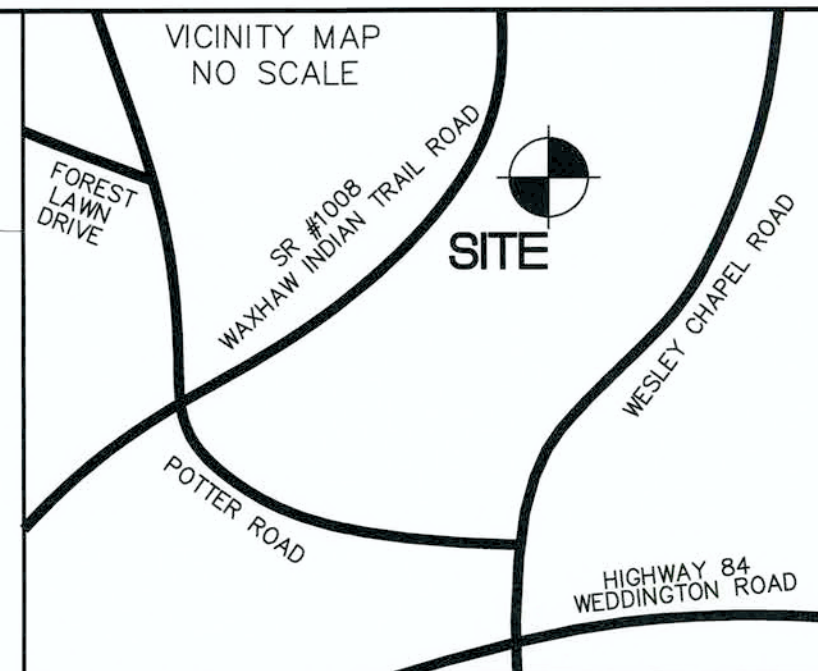
2

FUTURE
AUGUSTUS BEAMON DRIVE
PROPOSED 60' PUBLIC R/W

AUGUSTUS BEAMON DRIVE
EXISTING 60' PUBLIC R/W

523

522



NOW OR FORMERLY
BAYBRIDGE MOORE FARM, LLC
DEED:8502-132
TAX #M07-120-001
INDIAN TRAIL

COS

FUTURE
MOORE FARM
PHASE 3 MAP 5

BEARINGS BASED ON
NC GRID (NAD 83)

LINE TABLE

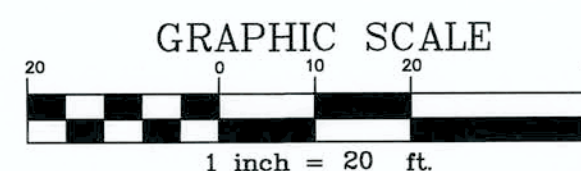
LINE	LENGTH	BEARING
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L2	25.68	N02°04'46"E

141.00'
S76°27'26"E
TIE

NOW OR FORMERLY
RICHARD D. PYLES &
MARGARITA S. PYLES
DEED:7595-320
TAX #07-120-816
UNION COUNTY

5

6



SHEET TITLE

ANNEXATION PLAT - 0.082 ACRES

PROJECT **A PORTION OF FUTURE
MOORE FARM PHASE 3 MAP 5**
TOWN OF INDIAN TRAIL, UNION COUNTY, NC
OWNER: BAYBRIDGE MOORE FARM LLC, DEED:8502-132

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
780 Windsor Oak Court
Charlotte, North Carolina, 28279
Registration #C-0476

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
P.O. Box 1198
Pineville, North Carolina, 28134
704.556.1990 704.556.0505(fax)

PROJECT NO.

SCALE

1"=20'

DATE

11/17/25

DRAWN BY

YWH

CHECKED BY

JEW

ZONED

DRAWING NO.

Page 28

SHT 1 OF 1 SHTS

STATE OF NORTH CAROLINA)

ORDINANCE #424

TOWN OF INDIAN TRAIL)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF INDIAN TRAIL CONDITIONALLY REZONING A PORTION OF PARCEL 07120809 90 AND A PORTION OF AUGUSTUS BEAMON DRIVE (LOCATED IN MOORE FARM PHASE 3 SUBDIVISION), OF 0.082 ACRE, FROM MASTER PLANNED DEVELOPMENT DISTRICT (MPD) OF UNINCORPORATED UNION COUNTY, TO CONDITIONAL ZONING, SINGLE-FAMILY HIGH DENSITY RESIDENTIAL DISTRICT (CZ-SF5) IN THE TOWN OF INDIAN TRAIL, UNION COUNTY, NORTH CAROLINA

WHEREAS, this Conditional Zoning Modification (CZ 2021-0149M) was duly noticed in compliance with North Carolina General Statutes; and

WHEREAS, a public meeting was held by Town Council on February 24, 2026 and approved the annexation; and

WHEREAS, the Town Council found the proposed map amendment is consistent with the following goals of the Comprehensive Plan:

- **Land Use and Housing Goal #1:** Promote a mix of different types of land uses within each village, and avoid potential land use conflicts between neighboring properties and surrounding municipalities.
- **Land Use and Housing Goal #5:** Emphasize high quality design to ensure attractive land development and redevelopment.
- **Infrastructure Goal #1:** Expand and improve public and private utilities such as water, sewer, storm water, electric, natural gas, and communications infrastructure throughout the community.

WHEREAS, the Town Council held a public hearing on February 24, 2026 to consider said request; and

WHEREAS, the Town Council made the required findings.

NOW, THEREFORE, IT SHALL BE ORDAINED by the Town Council of the Town of Indian Trail, North Carolina hereby takes the following action:

Section 1 – Makes the required findings as stated herein; and

Section 2– Approves CZ 2021-0149M zoning petition thereby granting the Conditional Zoning Modification to establish and extend a Conditional Zoning, Single-Family High Density Residential District (CZ-SF5) zoning designation on parcel 07120809 90 with all the conditions applicable to the original approved Conditional Zoning for Moore Farm Phases 3 and 4; and

Section 3 – This ordinance shall be effective immediately upon adoption.

AND IT IS SO ORDAINED this 24th day of February 2026.

TOWN OF INDIAN TRAIL COUNCIL

David Cohn, Mayor

Attest:

Trena Sims, Town Clerk

APPROVED AS TO FORM:

TOWN ATTORNEY

Town of Indian Trail

To: Mayor and Council

From: Adam McLamb, Town Manager

Meeting Date: February 24, 2026

Subject: Public Works Facility Update



GENERAL INFORMATION

Staff will give a presentation and update on the Public Works Facility at the Council meeting.

REQUESTED ACTION

No action required by Council.

Town of Indian Trail

MEMO

To: Mayor & Town Council
From: Todd Huntsinger, Director of Engineering
Meeting Date: February 24, 2026
Subject: FY25/26 Resurfacing Contract (Notice of Award)



GENERAL INFORMATION

Staff recommends the approval and award of the FY25/26 Resurfacing Contract to RAM Pavement Services, Inc. as the lowest and most responsible bidder in the amount of \$1,189,859.81.

This bid amount is over the Engineer's Estimate (\$1,436,863.58) but within tolerance.

This scope of work consists of milling and resurfacing a multitude of streets in the town limits of Indian Trail. List of proposed streets are shown below:

- | | | |
|-------------------|-------------------|-----------------|
| 1. Keystone Ct | 6. Josey Ln | 11. Minden Dr |
| 2. Delamere Dr | 7. Julie Ave | 12. Sultana Ln |
| 3. Sagebrush Bend | 8. Park Rd East | 13. Viscount Dr |
| 4. Sandpiper Ln | 9. Arundale Ln | |
| 5. Streamlet Way | 10. Desborough Dr | |

All streets chosen for this year's resurfacing were selected utilizing our 2021 Pavement Condition Survey.

REQUESTED ACTION

Requesting Council's approval

Town of Indian Trail

MEMO

To: Mayor & Town Council
From: Todd Huntsinger, Director of Engineering
Meeting Date: February 24, 2026
Subject: EV Chargers HL-0139 Interlocal Agreement



GENERAL INFORMATION

The Charlotte Regional Transportation Organization (CRTPO) receives direct attributable funds, also known as discretionary funds or grants, to be allocated to member jurisdictions for specific projects on a competitive basis. Project selection is guided by the CRTPO Board-approved Discretionary Funds Policy Guide. The Guide prioritizes projects in the region that will utilize federal funds. Selected projects will be added to CRTPO's Metropolitan Transportation Program (MTP) and adopted into the Transportation Improvement Program (TIP).

The Town's EV Chargers Project (HL-0139) was selected through a new funding source from the Bipartisan Infrastructure Law called the Carbon Reduction Program. Which allowed jurisdictions to submit more specialized projects for consideration. Due to this new program, it took NCDOT longer than expected to get a formal agreement in place.

The scope of this project is to install at total of five (5) Dual Port Level 2 Electric Vehicle Charging Station at all the Town's park facilities (Crooked Creek "2 stations", Chestnut Square "2 stations", and Crossing Paths "1 station").

Total cost for this project is \$798,000.00. It is an 80/20 split between the Federal government and the Town. So, this cost breakdown is the following:

$$\text{\$798,000} = \text{\$631,200 (Federal Funds - 80\%)} + \text{\$157,800 (Town funds - 20\%)}$$

Staff recommend the Council approve entering into the attached agreement in order to move forward with this project.

ATTACHMENTS

HL-0139 (EV Chargers) Interlocal Agreement

REQUESTED ACTION

Request Approval

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

AGREEMENT OVERVIEW

NORTH CAROLINA
UNION COUNTY

DATE: 08/26/25

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

TOWN OF INDIAN TRAIL

PROJECT NUMBERS:

TIP #: HL-0139

WBS ELEMENTS: PE 51373.1.1

CON 51373.3.1

OTHER FUNDING: []

FEDERAL-AID NUMBER:

CFDA: 20.205

Total Funds [NCDOT Participation] \$631,200

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): installation of four level 2 electric vehicle (EV) charging stations at each of the Town’s three parks.

NON-FEDERAL MATCH (OTHER PARTY): \$157,800 (20%)

FEDERAL FUNDS AMOUNT (DEPARTMENT): \$631,200 (80%)

TOTAL AVAILABLE FUNDING: \$798,000

PAYMENT TERMS: The Town of Indian Trail will be reimbursed for eligible activities not to exceed \$631,200 pursuant to the terms of this Agreement.

MAINTENANCE: Town of Indian Trail

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Indian Trail, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties**

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

with respect to its subject matter and supersedes any previous communication or agreements that may exist.

DRAFT

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

I. WHEREAS STATEMENTS

WHEREAS, Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities,

WHEREAS, the **Municipality** has requested federal funding for installation of EV charging stations, hereinafter referred to as the Project, in Union County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the **Municipality** has been designated as a recipient to receive funds allocated to the **Department** by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$631,200 for the Project; and,

WHEREAS, the **Department** has agreed to administer the disbursement of said funds on behalf of FHWA to the **Municipality** for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the **Department** has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the **Municipality** has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 160A-296 and 297, Section 136-18, Section 136-41.3, and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. GENERAL PROVISIONS

A. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All **Parties** to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

B. AGREEMENT MODIFICATIONS

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a Supplemental Agreement.

C. LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The **Municipality** shall be responsible for administering all work performed and for certifying to the **Department** that all terms set forth in this Agreement are met and adhered to by the **Municipality** and/or its contractors and agents. The **Department** will provide technical oversight to guide the **Municipality**. The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

D. PERSON IN RESPONSIBLE CHARGE

- i. The **Municipality** shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:
 1. Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 2. Maintain knowledge of day to day project operations and safety issues;
 3. Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 4. Visit and review the project in accordance with the project scope and scale;
 5. Review financial processes, transactions, and documentation to reduce the likelihood of fraud, waste, and abuse;
 6. Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
 7. Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.
- ii. The person in responsible charge must be a full-time employee of the **Municipality**, but the duties may be split among several employees, if necessary.

E. COMPLIANCE WITH STATE/FEDERAL POLICY

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

The **Municipality**, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the **Department's** guidelines and procedures, including the Local Programs Management Handbook.

F. NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE STANDARDS AND REQUIREMENTS

The provisions in ATTACHMENT 1 – TECHNICAL REQUIREMENTS apply to the **Municipality** and to the Agreement because the Federal EV Funds used to fund the Project are made available under Title 23 of the United States Code. To the extent that any provision in this section is not explicitly required by Code of Federal Regulations Title 23 Part 680 (23 CFR 680), it is included herein to ensure that the **Municipality** satisfies its obligations under those regulations.

G. FAILURE TO COMPLY – CONSEQUENCES

Failure on the part of the **Municipality** to comply with any of the provisions of this Agreement will be grounds for the **Department** to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

III. SCOPE OF PROJECT

- i. The Project consists of installation of four level 2 electric vehicle (EV) chargers at each of the Municipality's three parks.
- ii. The **Department's** funding participation in the Project shall be restricted to the following eligible items:
 1. Design and Permitting
 2. Construction and Commissioning
- iii. The **Department's** funding participation in the Project shall not include the following, although required for the project:
 1. Operations and Maintenance
 2. Reporting
- iv. The **Department's** participation in the Project shall not include Right of Way (ROW) acquisition. If any additional ROW is required for the project, acquisition must follow the Uniform Act.

IV. FUNDING

A. PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Surface Transportation Block Grant – Direct Attributable (STBG-DA). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the **Department** prior to authorization of funds. The **Department** will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The **Department** will notify the **Municipality** of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

B. REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the **Municipality** with the provisions set forth in this Agreement and the availability of federal funds, the **Department** shall reimburse 80% of eligible expenses incurred by the **Municipality** up to a maximum amount of Six Hundred Thirty One Thousand Two Hundred Dollars (\$631,200), as detailed below. The **Municipality** shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

C. FUNDING TABLE

Fund Source	Federal Funds Amount (\$)	Reimbursement Rate (%)	Non-Federal Match (\$)	Non-Federal Match Rate (%)
STBG-DA	\$ 631,200	80 %	\$ 157,800	20 %
TOTAL AVAILABLE FUNDING		\$ 798,000		

D. WORK PERFORMED BY THE DEPARTMENT

- i. All work performed by the **Department** on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the **Municipality** under this Agreement. The **Department** will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$79,800 , to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

inspection; oversight of any phases; or any other items as needed to ensure the **Municipality's** appropriate compliance with state and federal regulations.

- ii. In the event that the **Department** does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the **Municipality** at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the **Municipality** or by the **Department**, the **Municipality** shall provide the non-federal match. The **Department** will bill the **Municipality** for the non-federal match of any costs that the **Department** incurs on the Project and for any costs that exceed the total available funding.

V. PERIOD OF PERFORMANCE AND OPERATION PERIOD

During the performance and operations period, the **Municipality** is responsible for meeting all applicable requirements of 23 CFR 680.

A. PERIOD OF PERFORMANCE

- i. The **Municipality** has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as successful commissioning of all EV charging stations, acceptance of the project, and submission of a final reimbursement package to the **Department**.
- ii. If additional time is needed to complete the Project, then a supplemental agreement must be executed. The **Department** and/or FHWA reserves the right to revoke the funds awarded if the **Municipality** is unable to meet milestone dates included herein.

B. OPERATION PERIOD

The **Municipality** must operate and maintain all EV charging stations for use by public customers for a period of five (5) years, where the operations period starts at the time the station is commissioned.

VI. PROJECT DELIVERY

A. DESIGN AND PERMITTING

- i. The **Municipality** shall provide National Environmental Policy Act (NEPA) Categorical Exclusions for the selected project sites to the **Department**.
- ii. The **Municipality** shall coordinate with the local electric utility to finalize any required electricity distribution system improvements to provide electrical service to the project.

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The **Municipality** shall provide documentation that the required utility work complies with federal requirements including, but not limited to, NEPA and the Build America, Buy America Act.

- iii. The **Municipality** shall complete a final design of the project sites. Design plans shall include at least one EV charging space and EV charger that meets the ADA requirements for an EV charging space per Technical Requirements Section 1.3 for each project site. The **Municipality** shall provide the final site plan and construction drawings to the **Department**.
- iv. The **Municipality** shall attain the required federal, state, and local permits. Awardee shall include floodplain permitting, if required. The **Municipality** shall provide copies of all approved permits to the **Department**.

B. CONSTRUCTION AND COMMISSIONING

The **Municipality** shall complete the following tasks and furnish the following deliverables related to construction and commissioning of each charging station. The **Municipality** is eligible to utilize the NC Department of Administrations – Purchasing and Contracting's statewide convenience contract for EV charger installation.

- i. The **Municipality** shall cause the acquisition and installation or retrofit of all necessary project site upgrades to comply with all the requirements of 23 CFR 680. Examples of site upgrades include, but are not limited to, installation of electricity distribution system equipment, conduit, physical security system, canopies and signs.
- ii. The **Municipality** shall cause the acquisition and installation of electric vehicle charging equipment and supporting equipment, such as DCFC power module cabinets. Installation shall be performed according to the equipment manufacturers' specifications and such that the equipment meets all the requirements of 23 CFR 680.
- iii. The **Municipality** shall provide documentation that at least one EV charging space and its associated EV charger meets the ADA requirements for an EV charging space per ATTACHMENT 1 – TECHNICAL REQUIREMENTS Section 1.3 for each project site.
- iv. The **Municipality** shall document the EV charging station network provider has a Cybersecurity Plan and proof of a 3rd party cybersecurity audit, per ATTACHMENT 1 – TECHNICAL REQUIREMENTS Section 3.
- v. The **Municipality** shall provide the **Department** with all As-built plans.

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- vi. The **Municipality** shall provide the **Department** documentation that all equipment installed for project site upgrades and EV charging meets required certifications, including Build America, Buy America, where applicable.
- vii. The **Municipality** shall verify the application programming interface (API) and customer service functions associated with the EVSE are operational during times the charging station is open to the public.
- viii. The **Municipality** shall schedule and conduct a site inspection. During the inspection, the **Municipality** shall confirm the site meets 1) each item from ATTACHMENT 1 – TECHNICAL REQUIREMENTS, 2) Final Site Plan, and 3) any items specifically detailed by the equipment manufacturer in the installation instructions. The **Municipality** shall document the site inspection in a form detailing the results of the inspection and shall submit this form with a signature confirming accuracy to the **Department**. The **Municipality** shall inform the **Department** of the scheduled inspection date at least 10 business days in advance so that the **Department** staff can attend the inspection if desired. The **Municipality** shall ensure the work maintaining, and operating the chargers is performed by a qualified workforce of licensed technicians and other laborers per the requirements of 23 CFR 680.
- ix. The **Municipality** shall submit certified payrolls weekly for itself and each approved subcontractor to the **Department**. The **Municipality** shall list the craft for each employee covered by the Predetermined Wage Rates as part of the certified payrolls. The **Municipality** shall sign each of the subcontractor's payrolls to acknowledge the submittal of the certified payroll.

VII. OPERATIONS AND MAINTENANCE

- i. The **Municipality** is responsible for operation and maintenance of the EV charging stations and project sites for the five (5) year performance period. During this time, the charging stations shall meet all applicable requirements in 23 CFR 680 that pertain to the operation and maintenance of the stations, including, but not limited to, 97 percent (97%) uptime, cybersecurity, customer service and API.
- ii. If uptime cannot be demonstrated per technical requirement, the **Municipality** shall create a mitigation plan that specifies corrective actions to improve uptime.
- iii. The **Municipality** shall ensure the work maintaining, and operating the chargers is performed by a qualified workforce of licensed technicians and other laborers per the requirements of 23 CFR 680.

VIII. REPORTING

A. REPORTING REQUIREMENTS

The **Municipality** is responsible for all required reporting under 23 CFR 680,. This includes quarterly and annual reporting specified by the ATTACHMENT 1 – TECHNICAL REQUIREMENTS Section 5.6 for a period of five (5) years from the time the charging station becomes operational and open to the customers. The **Department** will provide a template and procedure for annual and quarterly data reporting to the **Municipality** to facilitate reporting.

B. REPORTING TIMEFRAMES

Quarterly reports shall be submitted by April 15th, July 15th, October 15th, and January 15th of each year. Annual reports shall be submitted by February 1st of each year.

C. CYBERSECURITY REPORTING

The **Municipality** or its networking vendor shall provide annual cybersecurity reporting and event notification of cybersecurity incidents as outlined in the ATTACHMENT 1 – TECHNICAL REQUIREMENTS Section 3.

IX. REIMBURSEMENT

A. SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- i. Design and Permitting
- ii. Construction and Commissioning

B. REIMBURSEMENT GUIDANCE

The **Municipality** shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.” Reimbursement to the **Municipality** shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the **Municipality** shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) “Federal Funding Accountability and Transparency Act” (FFATA). Said reimbursement shall also be subject to the **Department**

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being reimbursed by the Federal Highway Administration and subject to compliance by the **Municipality** with all applicable federal policy and procedures.

C. REIMBURSEMENT LIMITS

Work Performed Before Notification

- i. Any costs incurred by the **Municipality** prior to written notification by the **Department** to proceed with the work shall not be eligible for reimbursement.

No Reimbursement in Excess of Approved Funding

- ii. At no time shall the **Department** reimburse the **Municipality** costs that exceed the total funding per this Agreement and any Supplemental Agreements.

Unsubstantiated Costs

- iii. The **Municipality** agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the **Department's** Financial Management Division.

Work Performed by the Department

- iv. All work performed by the **Department** on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$631,200.00 available to the **Municipality** under this Agreement. The **Department** will bill the **Municipality** for the non-federal match of any costs that the **Department** incurs on the Project and for any costs that exceed the total available funding.

Construction Administration

- v. Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the **Department** during the Construction Phase.

Right of Way

- vi. Right of way is not an eligible activity and, hence, will not be reimbursed. Any acquisition of right of way must follow the Uniform Act.

D. BILLING THE DEPARTMENT

Procedure

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- i. The **Municipality** may bill the **Department** for eligible Project costs in accordance with the **Department's** guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the **Department**. By submittal of each invoice, the **Municipality** certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.
- ii. Along with each invoice, the **Municipality** is responsible for submitting the FFATA Subrecipient Information Form, which is available from the **Department**.

Internal Approvals

- iii. Reimbursement to the **Municipality** shall be made upon approval of the invoice by the **Department's** Financial Management Division.

Timely Submittal of Invoices

- iv. The **Municipality** may invoice the **Department** monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the **Municipality** is unable to invoice the **Department**, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

Final Invoice

- v. All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the **Department**. Any invoices submitted after this time will not be eligible for reimbursement.

X. RECORDS RETENTION

PROJECT RECORDS

The **Municipality** and its agents shall maintain all electronic records, as well as books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the **Municipality** shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the **Department's** Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

XI. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other **Party** to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party** so signing as a paper copy bearing such **Party's** handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature

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technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

XII. ADDITIONAL PROVISIONS

A. TERMINATION OF PROJECT

If the **Municipality** decides to terminate the Project without the concurrence of the **Department**, the **Municipality** shall reimburse the **Department** one hundred percent (100%) of all costs expended by the **Department** and associated with the Project.

B. REFERENCES

It will be the responsibility of the **Municipality** to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

C. AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the **Municipality** shall arrange for an annual independent financial and compliance audit of its fiscal operations. The **Municipality** shall furnish the **Department** with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the **Municipality's** fiscal year ends.

D. REIMBURSEMENT BY MUNICIPALITY

For all monies due the **Department** as referenced in this Agreement, reimbursement shall be made by the **Municipality** to the **Department** within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

E. USE OF POWELL BILL FUNDS

If the other party to this agreement is a **Municipality** and fails for any reason to reimburse the **Department** in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to **Municipality** by NCGS 136-41.1, until such time as the **Department** has received payment in full.

F. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the **Parties** and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

XIII. SUNSET PROVISION

- i. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
- ii. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the **Department** is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the **Department** will be made until the terms of this Agreement have been complied with on the part of the **Municipality**.

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SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

TOWN OF INDIAN TRAIL

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

TOWN OF INDIAN TRAIL

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

ATTACHMENT 1

TECHNICAL REQUIREMENTS

All applicable requirements of Title 23 United States Code (U.S.C.) and 2 Code of Federal Regulations (CFR) Part 200 apply to the administration of these funds, which include, but are not limited to:

- i. 23 CFR 680;*
- ii. The Davis-Bacon Act;*
- iii. The Americans with Disabilities Act of 1990 (ADA);*
- iv. Title VI of the Civil Rights Act of 1964;*
- v. The National Environmental Policy Act of 1969 (NEPA),*
- vi. The National Electric Code (NEC); and*
- vii. The Build America, Buy America (BABA) Act.*

The **Municipality** must also comply with all other standards and requirements required by federal, state, and local laws.

In addition to the above, **Municipality** must comply with the following **Technical Requirements**.

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1	CHARGER REQUIREMENTS AND SPECIFICATIONS – LOCATION AND ACCESS	
1.1	Site Access	The project site shall be accessible to the public at least as frequently as the business operating hours of the site host and reachable from a public road. Access to the project site must have adequate traffic control measures, such as signage, signals, striping, etc. These sites may be situated on private property.
1.2	ADA Compliance	The project site shall adhere to ADA requirements, incorporating a minimum of one ADA-compliant EV charging space equipped with access to one ADA-compliant electric vehicle supply equipment (EVSE) pedestal. The ADA-compliant EV charging space and EVSE pedestal are strongly encouraged to adhere to the design recommendations specified by the US Access Board Design Recommendations for Accessible Electric Vehicle Charging Stations, which are different from ADA parking spaces.
1.3	Site Signage	The project site shall have clear signage that indicates the site's location and the locations of the charging ports within the site. Signage offering directional guidance to the charging site shall also be deployed along the roadway, following the Manual on Uniform Traffic Control Devices (MUTCD) , as applicable. The Applicant is responsible for obtaining all permits and approvals related to signage.
1.4	Cell Phone Service	The Municipality shall make certain there is adequate cell phone service available at the project site to facilitate payment methods per 23 CFR 680.106(f) .
1.5	Physical Security	All EV chargers, electrical infrastructure, and other equipment at the project site shall be physically secured. This includes preventing unauthorized access to equipment and protection from equipment being hit by vehicles from inside and outside of the site. Physical security strategies to consider include: • Bollard posts, • Use of locks on enclosures and tamper-resistant screws, • Site lighting of EV chargers and EV charging spaces, • Appropriate fire extinguishers or other fire prevention measures, and • Video surveillance and emergency call boxes.

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2	CHARGER REQUIREMENTS FOR OPERATIONS	
2.1	Range of Operating Temperature	EV chargers shall be capable of operating over an ambient temperature range of minus 22 degrees to 122 degrees Fahrenheit.
2.2	Level 2 Charging Ports	All Level 2 chargers shall meet the following requirements: • Utilize alternating-current (AC) electricity on a circuit from 208 volts to 240 volts. • Provide continuous power delivery rating of at least 6 kW and be capable of providing at least 6 kW per port simultaneously across all AC ports. • Provide permanently attached J1772 connectors and must charge any J1772-compliant vehicle. The Level 2 chargers may conduct power sharing and/or participate in smart charge management programs so long as each charging port continues to meet an EV's demand for power up to 6 kW. The Level 2 chargers shall be: • certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory, • certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment, and • certified by ENERGY STAR.
2.3	DCFC Charging Ports	All DCFC charging ports shall meet the following requirements: Provide output currents up to at least 350 amps of direct current (ADC). Support output voltages between 250 volts DC and 920 volts DC. Provide permanent Combined Charging Standard (CCS1) connectors and must charge any CCS1-compliant vehicle. The DCFC charging stations may conduct power sharing. The DCFC chargers shall be • certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory, and • certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.
2.4	Weather Resistance	While not required, it is recommended that the EV chargers be constructed to withstand harsh weather conditions, such as snow, ice, heavy rains, extreme temperatures, and high winds, and EV charger enclosures have a minimum rating of IP54 or equivalent.

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2	CHARGER REQUIREMENTS FOR OPERATIONS	
		All above-ground structures, cabinets, and enclosures shall be designed in accordance with local building code standards.
2.5	NACS Connectors	While not required, it is recommended that each direct current fast charging (DCFC) charger provide a North American Charging Standard (NACS) connector and be capable of charging any NACS compliant vehicle.
2.6	Emergency Shut Off	While not required, it is recommended that DCFC charging stations include an emergency stop (E-Stop) button that will stop power from the charging port when activated. All E-Stop buttons should be labeled so they are clearly visible and marked.

3	CYBERSECURITY AND DATA MANAGEMENT REQUIREMENTS	
3.1	Cybersecurity Plan	The Municipality shall develop a written cybersecurity plan. The plan and implementation of the plan must be audited by a third-party annually. The Municipality shall provide proof of annual cybersecurity audits from the following: • Charge Point Operator (CPO) • Electric Vehicle Service Provider (EVSP) • Cloud Service Provider (If utilized) • Other Service Providers (If utilized) Examples of certifications that may meet this requirement include: • Federal Risk and Authorization Management Program (FedRAMP) Certification • State Risk and Authorization Management Program (StateRAMP) Certification • SOC 2 Type II • ISO 27001
3.2	Cybersecurity Event Notification	The Municipality shall inform the Department of any cybersecurity event that requires notification to any person under federal or state law, including data breaches or incidents affecting an electric utility, within 24 hours of the Municipality's discovery of the event. The Municipality shall contact the NCDOT NEVI Program at NCNEVI@ncdot.gov and security@ncdot.gov via email for incident and/or breach notification. The Municipality shall provide the full details of the incident and/or breach to the Department.
3.3	Annual Cybersecurity Report	The Municipality shall provide on an annual basis the following information in a report format:

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3	CYBERSECURITY AND DATA MANAGEMENT REQUIREMENTS																
		• Proof and details including type and date of third-party cybersecurity audits • Proof and details including type and certification date of Payment Processor PCI compliance • Proof and details including type and certification date of Payment Terminal PCI compliance and EMVCo Certification • Details including responsible individuals and procedures for cybersecurity notifications															
3.4	Risk Assessment Schedule	The Municipality shall provide a schedule for regular risk assessments and process reviews. Risk assessment read-out reports shall be provided to the Municipality at a minimum of twice per year. A baseline risk assessment shall include external penetration testing results and remediation plans. The Municipality shall perform an annual external penetration test, providing results, remediation plan, and schedule to the Municipality annually. Risk assessments shall include vulnerability scans using, at a minimum, the MITRE or Cybersecurity and Infrastructure Security Agency (CISA) Common Vulnerability and Exposures (CVE) database and a report summarizing results and actions for mitigating new or existing vulnerabilities, including the Common Vulnerability Scoring System (CVSS) value for each finding. Software patching shall be managed based on risk and performed at least monthly or more frequently as required based on risk rating. Vulnerability and patching remediation must meet the following criteria and timelines: <table data-bbox="651 1352 1305 1608"> <thead> <tr> <th>Rating</th><th>CVSS Score</th><th>Remediation</th></tr> </thead> <tbody> <tr> <td>Low</td><td>0.1 – 3.9</td><td>90days</td></tr> <tr> <td>Medium</td><td>4.0 – 6.9</td><td>60 das</td></tr> <tr> <td>High</td><td>7.0 – 8.9</td><td>30 days</td></tr> <tr> <td>Critical</td><td>9.0 – 10.0</td><td>7 days</td></tr> </tbody> </table>	Rating	CVSS Score	Remediation	Low	0.1 – 3.9	90days	Medium	4.0 – 6.9	60 das	High	7.0 – 8.9	30 days	Critical	9.0 – 10.0	7 days
Rating	CVSS Score	Remediation															
Low	0.1 – 3.9	90days															
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High	7.0 – 8.9	30 days															
Critical	9.0 – 10.0	7 days															
4	PAYMENT METHOD REQUIREMENTS																
4.1	EMVCo Certification	<i>This requirement does not apply to charging stations that supply electricity to customers for free.</i>															

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4 PAYMENT METHOD REQUIREMENTS		
		EVSE payment terminals shall be EMVCo Level 1 certified.
4.2	Phone Payment Method	<i>This requirement does not apply to charging stations that supply electricity to customers for free.</i> An automated toll-free phone number used for payment shall optionally take payment information either through a live operator or through an Interactive Voice Response (IVR) touch-tone system.
4.3	SMS Payment Method	<i>This requirement does not apply to charging stations that supply electricity to customers for free.</i> An SMS method used for payment shall respond to a user's message with the URL to a secure payment portal website where payment may be made to initiate a charging session from a standard web browser. Use of the secure payment portal shall not require an account or membership.

5 OPERATION & MAINTENANCE REQUIREMENTS		
5.1	Regular Preventative Maintenance	It is recommended that the Municipality performs preventive maintenance per the equipment manufacturer's specifications for five (5) years from the time the charging station becomes operational and open to customers. This may also include periodic checking for damage and vandalism and replacing any damaged or deteriorated cables or connectors. EV charging stations should be checked regularly for tampering (e.g., card skimmers, damage near or around the internal access panel).
5.2	Communication of Price	The Municipality shall provide pricing information to charging station customers per the requirements of 23 CFR 680.116(a) for five (5) years from the time the charging station becomes operational and open to customers
5.3	Minimum Uptime	The Municipality must ensure that each charging port has an average annual uptime of greater than 97% in dispensing electricity to customers, per the requirements of 23 CFR 680.116(b) for five (5) years from the time the charging station becomes operational and open to customers
5.4	Application Programming Interface	The Municipality shall provide third party data sharing in the form of an Application Programming Interface (API) per the requirements of 23 CFR 680.116(c) for five (5) years from the time the charging station becomes operational and open to customers
5.5	Customer Service	The Municipality shall provide mechanisms to report outages, malfunctions, and other issues with charging infrastructure per 23

**ACCOUNTS PAYABLE
LOCALLY ADMINISTERED PROJECT – FEDERAL
EV CHARGING STATIONS
AGREEMENT ID # 13372**

5	OPERATION & MAINTENANCE REQUIREMENTS	
		CFR 680.106(k) for five (5) years from the time the charging station becomes operational and open to customers. Such mechanisms can include a customer service phone line, a website or text message number. Customer Service shall be available at the same times as the charging service is available, and posted clearly and visibly at the charging stations. All contact methods must connect the customer to the Municipality or their designee and must provide access for users that have limited English proficiency and for people with disabilities.
5.6	Data Recording and Submittal	The Municipality shall provide mechanisms to record and submit the data required under 23 CFR 680.112(a) and (b) for a period of five (5) years from the time the charging station becomes operational and open to the customers. This includes quarterly data submittals and annual data submits.

6	TRAINING REQUIREMENTS	
6.1	Qualified Workforce Training and Technician Documentation	The Municipality shall verify that the workforce installing, maintaining, and operating chargers has appropriate licenses, certifications, and training to verify that charger installation and maintenance is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers per 23 CFR 680.

7	COMMUNITY ENGAGEMENT	
7.1	Community Engagement Outcomes Report	The Department has a Community Engagement Plan that is outlined in the Department's Electric Vehicle (EV) Infrastructure Deployment Plan. NCDOT requires the Municipality provide any relevant information regarding any community engagement on the EV charging site conducted by the Municipality which supports the Department's development of Community Engagements Engagement Outcomes Report per 23 CR 680.112(d). This includes any coordination with community organizations, non-profits, or institutions located in a disadvantaged or rural community.

Town of Indian Trail

To: Mayor and Council
From: Alicia Massey, Finance Director
Meeting Date: February 24, 2026
Subject: Audit Firm Recommendation



GENERAL INFORMATION

In accordance with the Town's financial policies the Finance Department sent out Requests for Proposals – Auditing Services and Selection of an Independent Audit Firm on December 1, 2025, responses were due on January 23, 2026.

A committee of three staff members was formed to review the responses comprised of: Alicia Massey, Alicia Gaddy, and Adam McLamb.

We received two qualified, professionally prepared responses to the RFP from the following audit firms:

1. BRC
2. JB Watson

The RFP was organized in two parts – Part One: Skills/Abilities/Education and Part Two: Cost of Audit. Each firm was ranked based on their formal responses to the audit RFP.

The criteria considered for the selection included:

1. Education and Continued Education
2. Level of service (Hour Allocation)
3. Current Government Audit Clients
4. Cost

After careful consideration and thorough review, I am recommending the Town continue to engage JB Watson as the Town's provider of audit services.

REQUESTED ACTION

Council approval of awarding JB Watson as the Town's audit firm.