



City of Trinity
CITY COUNCIL MEETING

June 10, 2024 at 6:30 PM

Trinity City Hall Annex

AGENDA

NCGS § 143-318.17 Disruption of official meetings

A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

(1919, c. 655, s 1; 1993, c. 539, s. 1028; 1994, Ex. Sess., c. s. 14 (c).)

Action may be taken on agenda items and other issues discussed during the meeting

- 1. Call to Order; Welcome Guests and Visitors**
- 2. Pledge of Allegiance and Invocation**
- 3. Review, amend if needed, and approve Proposed Regular Agenda**
- 4. Public Comment Period**
- 5. Consent Agenda Items**
 - a. Approval of Regular Meeting Minutes of May 13, 2024**
 - b. Finance Director's City of Trinity Financial Statements (*Finance Director Crystal Postell*)**
 - c. Budget Amendment to Align Budget for Fiscal Year End - Ordinance 24 - 10 (*Finance Director Crystal Postell*)**
 - d. Establish the Trinity Parks and Recreation Master Plan Project - Project Ordinance 24 - 06 (*Finance Director Crystal Postell*)**
 - e. Utility Audit Revision (*Finance Director Crystal Postell*)**
- 6. Public Hearing**

- a. **Request for Property Rezoning - PIN #6798661434 Corner of Mendenhall Rd. and Old Mendenhall Rd.***(Planning Jay Dale)*

7. Action Agenda

- a. **Request for Property Rezoning - PIN #6798661434 Corner of Mendenhall Rd. and Old Mendenhall Rd.***(Planning Jay Dale)*
- b. **Planning and Zoning Board Member Appointment** *(Councilman Lohr)*
- c. **Sewer Use Ordinance - Tap Fees** *(Public Services Director Rodney Johnson)*
- d. **Fiscal Year 2024 - 2025 Contracts** *(Finance Director Crystal Postell)*
- e. **City Manager's Budget Statement for the Proposed Fiscal Year 2024 - 2025 Budget** *(City Manager Stevie Cox)*
- f. **Trinity Parks and Recreation Master Plan Strategic Planning Gap Funding Request** *(City Manager Stevie Cox)*
- g. **Welborn Rd. Streetlight** *(City Manager Stevie Cox)*

8. Closed Session - Legal - Pursuant NCGS 143-318.11(a)(3)

9. Mayor, Council and City Manager Updates

10. Adjournment



City of Trinity
CITY COUNCIL MEETING

May 13, 2024
Trinity City Hall Annex

MINUTES

PRESENT

Mayor Richard McNabb
Mayor Pro Tem Bob Hicks
Councilman Tommy Johnson
Councilman Robbie Walker
Councilman Ed Lohr
Councilman Jack Carico

OTHERS PRESENT

City Manager Stevie Cox
City Clerk Darien Comer
Finance Director Crystal Postell
Public Services Director Rodney Johnson
Planning Director Jill Wood
Planning Jay Dale
Attorney Bob Wilhoit
Sgt. Ric D'Angelo

Mayor McNabb called the meeting to order at 6:30 PM.

Mayor McNabb led the Pledge of Allegiance and gave the Invocation.

Review, amend if needed, and approve Proposed Regular Agenda

Councilman Johnson made a motion to amend the agenda to add 8d Planning and Zoning Contract with Dennis Pinnix. The motion was seconded by Councilman Carico with a unanimous vote of 5 ayes and 0 nays.

Public Comment Period

Allen Miles at 6974 Winners Circle, requested that the City fix a water drainage problem that he has on his property.

Lisa Hayworth, Executive Director of Randolph County Partnership for Children, explained the need for childcare in our area. She extended an invitation to the Council for an event that the Partnership is hosting on May 22 regarding the childcare crisis.

Jeffrey Brown at Cedar Post, was present for a rezoning request that has been withdrawn at this time.

Curtis Connor at 3814 Crescent Avenue, extended an invitation and explained an upcoming event for the Memorial Day Parade in Thomasville.

Consent Agenda Items

- a. Approval of Regular Meeting Minutes of April 8, 2024.
- b. Approval of Budget Workshop Meeting Minutes of April 10, 2024
- c. City of Trinity- Monthly Financial Position Review (*Finance Director Crystal Postell*)
- d. Hospice Donation - In Memory of Robert Labonte (*Finance Director Crystal Postell*)
- e. Information Purposes: Internal Governmental Loan from the General Fund to the Sewer Fund to Decrease the Financial Burden on the Sewer Fund (*Finance Director Crystal Postell*)
- f. Steeplegate Lift Station and Force Main Project Sewer Rate Break Even Analysis (*Finance Director Crystal Postell*)

Mayor Pro Tem Hicks made a motion to approve the Consent Agenda Items. The motion was seconded by Councilman Johnson with a unanimous vote of 5 ayes and 0 nays.

Recognitions and Presentations

Proclamation - 100th Anniversary of Trinity Baptist Church (*City Manager Stevie Cox*)

City Manager Stevie Cox presented the Proclamation for the 100th Anniversary of Trinity Baptist Church.

Public Hearing

Public Hearing for the Proposed Fiscal Year 2024 - 2025 Annual Budget (*City Manager Stevie Cox*)

Mayor McNabb opened the Public Hearing for the Proposed Fiscal Year 2024 - 2025 Annual Budget.

City Manager Stevie Cox presented to the Council and Residents of the City a statement for the Proposed Fiscal Year 2024 - 2025 Budget.

Speaking For:

None

Speaking Against:

None

Mayor McNabb closed the Public Hearing.

Action Agenda

a. Utility Audit (*Finance Director Crystal Postell*)

Finance Director Crystal Postell presented to the Council a utility audit that was performed on all active sewer and/or trash customers through April 2024. The findings were that there were several outstanding accounts since 2010. The utility audit took about one week of countless hours. The auditing process has identified 70 accounts that have been delinquent from 2011 through 2021, totaling \$55,225.57. Due to challenges in enhancing the utility process, there is an outstanding balance of \$55,225.57.

The Finance Department has been working on payment plans and the termination of services to keep these under control. These two actions will allow the City to effectively collect these outstanding balances and improve the City's fiscal integrity by exercising due diligence and control over the City's assets and resources.

Mayor Pro Tem Hicks made a motion to approve the use of write offs, remove billing errors, and liens of property for outstanding sewer and/or trash accounts to improve the overall status of the City utility operations. The motion was seconded by Councilman Johnson with a unanimous vote of 5 ayes and 0 nays.

b. Gravity Sewer Extension Study (*Davis-Martin-Powell Randy McNeil*)

Randy McNeil with Davis-Martin-Powell was asked to reevaluate the possibility of making some gravity sewer extensions. He discussed all the sewer possibilities for the study that Davis-Martin-Powell would perform. The study would consist of a 20-year budget.

Councilman Walker made a motion to pursue with Davis-Martin-Powell the sewer extension study for the future. The motion was seconded by Councilman Johnson with a vote of 3 ayes and opposed by Councilman Carico and Councilman Lohr.

c. Trinity Parks and Recreation Master Plan Contract Award (*City Manager Stevie Cox*)

Planning Jay Dale presented a summary to the Council. In August 2023, the City Council instructed City Staff to move forward with applying for a Strategic Planning Grant from the Randolph County Board of Commissioners. City Staff stated that this grant application would be to secure funding for the Parks and Recreation Master Plan. In October 2023, Councilman Robbie Walker and City Manager Stevie Cox made a formal presentation before the Randolph County Commissioners for the Strategic Planning Grant. After the City's presentation, the County Commissioners approved and awarded the City of Trinity an \$80,000 grant award to be used for the Parks and Recreation Master Plan. In November 2023, the City Council approved to accept the Strategic Planning Grant and instructed City Staff to move forward with going out for bids for this project.

In February 2024, City Staff moved forward with preparing and releasing a request for qualifications for the Parks and Recreation Master Plan. This would include a citywide plan, a site-specific plan and preparing grant applications for additional funds to move forward with the development of a new park. In March 2024, the City received formal bids from the following firms: McGill and Associates, Withers Ravenel and the Wooten Company. Interviews were conducted with all three firms. The City moved forward with negotiations with Withers Ravenel to secure a contract for this project. In April 2024, Withers Ravenel submitted a complete quote of \$97,000 for the entire project.

Mayor Pro Tem Hicks made a motion to approve and award the contract to Withers Ravenel for this project contingent upon the final approval of the contract by the City Attorney and to appropriate \$17,000 from the general fund to cover the remaining balance in the current fiscal year and for staff to apply for GAP funding from Randolph County Strategic planning Grant. The motion was seconded by Councilman Johnson with a vote of 4 ayes and opposed by Councilman Lohr.

d. Planning and Zoning Contract (Dennis Pinnix, MSI)

Dennis Pinnix with MSI, asked the Council to consider a three-year contract for Planning and Zoning. The contract does not include a price increase, but he would like to have an option to add a 3% increase for the next year if it is needed. He also informed the Council that the contract can be cancelled at any time with or without cause. The contract will be reviewed by the City Attorney and placed on the June Agenda.

Hector Diaz with MSI, was present to talk to the Council about the City's IT. Mr. Diaz was asked to perform an evaluation on the IT equipment that the City currently has and provide quotes. The quote is \$1,100 per month. It includes monitoring 24/7 every PC that belongs to the City.

Mayor, Council and City Manager Updates

City Manager Stevie Cox informed the Council and residents that push notifications on the website are available if you would like to receive alerts. Mr. Cox thanked Public Services Supervisor Rodney Johnson and all the workers for the City Haul event. He reminded everyone that there is a Farmers Market every Saturday and that we are working on drawing more attention to it. The Sheriff Substation Open House is scheduled for June 12, 2024. There will be an email sent out with all the information.

Councilman Carico made a statement **FOR THE RECORD**. At the April meeting, I was going to address an issue, but the opportunity was not there. Tonight, I'm going to respond to a false statement that the City Manager quoted at the March Budget Retreat. When talking about the park, the City Manager said and I quote "that Mr. Carico stated that he did not want any local dollars used for a park." No City Council Member or anyone heard me say this, because it was never said by me. I talked to the City Attorney about this and told him that I wanted to sue for defamation and that is what I'm going to do. The City Attorney says, "well you are an elected official." This was on YouTube for all persons to hear. This doesn't matter to anyone but me and I'll be damned if I'm going to let it go. A City Manager should be professional, when talking about issues with the City Council and/or the public. I have found nothing professional about him and I'm tired of his dirty tactics toward me.

Adjournment

Councilman Walker made a motion to adjourn. The motion was seconded by Councilman Carico with a unanimous vote of 5 ayes and 0 nays.

Attest:

Richard McNabb, Mayor

Darien P. Comer, City Clerk



MEMORANDUM

TO: Richard McNabb and City Council
FROM: Crystal Postell, Finance Director
CC: Stevie Cox, City Manager
DATE: 06/03/2024
SUBJECT: City of Trinity- Monthly Financial Position Review

Summary:

The Finance Department would like to present the City's monthly financial position for May 2024.

Background:

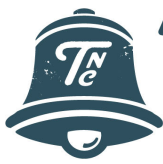
The Finance Department will ensure the fiscal integrity of the City by exercising due diligence and control over the City's assets and resources while providing timely and accurate reporting under the guidelines of the Generally Accepted Accounting Principles (GAAP) and city regulations.

Recommendation:

Staff recommends that the City Council approve the presentation of the City's current financial position for both the General and Sewer Fund.

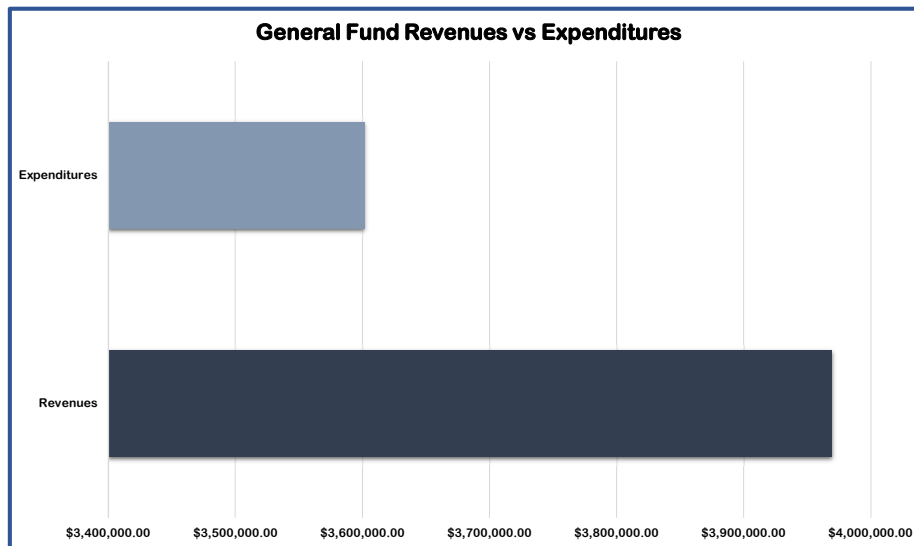
Attachment:

Budget verses Actual Statements for both the General and Sewer Fund



**General Fund
Budget vs Actual Statement
Ending on May 31,2024**

	Budget	Actual
REVENUES		
Powell Bill	\$ 175,600.00	\$ 191,785.70
Ad Valorem/ Vehicle Tax	\$ 1,019,300.00	\$ 972,803.68
Sales and Use Tax	\$ 1,888,802.00	\$ 2,026,118.38
Solid Waste	\$ 487,200.00	\$ 499,364.43
Other Taxes	\$ 320,700.00	\$ 181,301.52
Investment Earnings	\$ 28,000.00	\$ 60,422.25
Other Revenues	\$ 451,173.00	\$ 37,318.72
	\$ 4,370,775.00	\$ 3,969,114.68
EXPENDITURES		
Governing Board	\$ 58,900.00	\$ 35,065.16
Administration	\$ 485,600.00	\$ 392,102.41
Finance	\$ 279,220.00	\$ 261,247.97
Planning/Zoning	\$ 436,500.00	\$ 352,559.60
Public Buildings	\$ 239,400.00	\$ 224,871.98
Animal Control	\$ 29,200.00	\$ 28,596.90
Public Safety	\$ 469,662.00	\$ 375,464.47
Powell Bill	\$ 224,620.00	\$ 6,388.90
Street	\$ 148,500.00	\$ 133,531.66
Stormwater	\$ 272,450.00	\$ 183,942.02
Sanitation	\$ 527,200.00	\$ 456,076.21
Economic Development	\$ 10,600.00	\$ 6,794.00
General Fund Transfers-Sale Tax W/S	\$ 1,115,544.00	\$ 1,115,544.00
General Fund Transfers-City Hall Reserve		\$ -
Special Appropriation/Allocations	\$ 73,379.00	\$ 21,855.00
	\$ 4,370,775.00	\$ 3,601,506.35
Surplus / (Deficit)		\$ 367,608.33

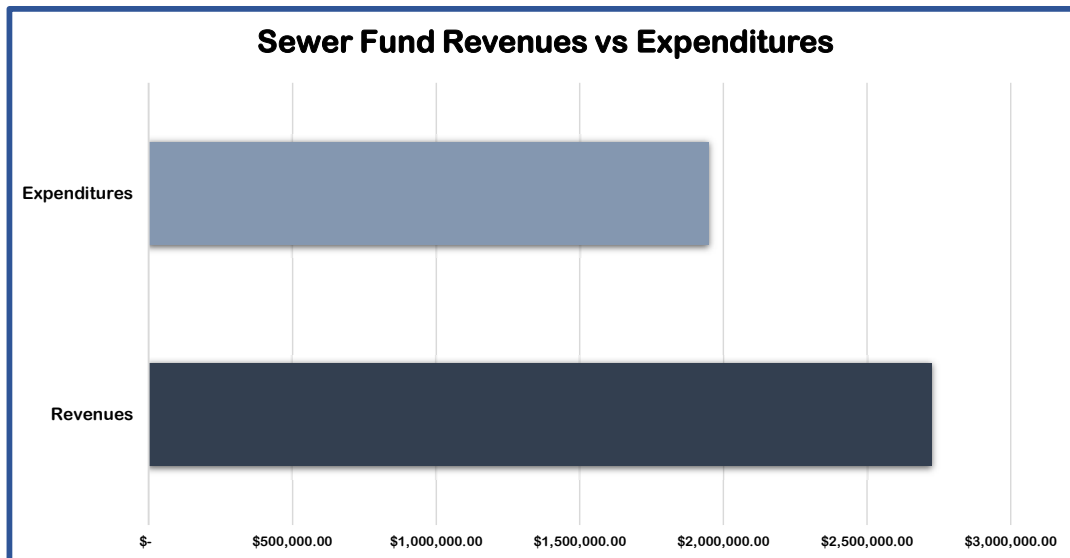


Note: The City of Trinity has collected about 91% of it's projected budgeted revenues. The City of Trinity has collected 8% of "Other Revenues" due to the City NOT utilizing its budgeted General Fund Appropriated Fund Balance . However, the City operational departments have only expensed about 82% of their total projected annual budgets. Currently, the City of Trinity has an estimated surplus of \$367,608.33 within the General Fund.



Sewer Fund
Budget vs Actual Statement
Ending on May 31, 2024

		<u>Budget</u>	<u>Actual</u>
REVENUES			
	Sewer Billing	\$ 1,267,875.00	\$ 1,217,651.95
	Sewer Tap Fees	\$ 44,000.00	\$ 107,300.00
	Investment Earnings	\$ 3,750.00	\$ 21,815.17
	Sales Tax Transfer In	\$ 1,115,544.00	\$ 1,115,544.00
	Other Revenues	\$ 463,909.00	\$ 265,156.00
		<u><u>\$ 2,895,078.00</u></u>	<u><u>\$ 2,727,467.12</u></u>
EXPENDITURES			
	Sewer	\$ 2,895,078.00	\$ 1,949,746.62
		<u><u>\$ 2,895,078.00</u></u>	<u><u>\$ 1,949,746.62</u></u>
	Surplus / (Deficit)		<u><u>\$ 777,720.50</u></u>



Note: The City of Trinity has collected about 94% of it's projected budgeted revenues. However, the City operational departments have only expensed about 67% of their total projected annual budgets. Currently, the City of Trinity has an estimated deficit of \$777,720.50 within the Sewer Fund.



Memorandum

TO: Mayor and City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie Cox, City Manager

DATE: May 30, 2024

REF: Budget Amendment to Align Budget for Fiscal Year End – Ordinance 24 – 10

Summary:

Budget amendment to align the General Fund Annual Budget to balance accounts for the fiscal year end audit process.

Background:

The Finance Department has conducted a year-end review of our general ledger accounts. We must conduct a transfer from the City's budgeted "Contingency" line to the following departments: Administration, Finance, and Public Buildings. The Administration Department has requested an additional \$4,000 for professional services. The Finance Department has requested an additional \$4,000 for tax collection fees. The Public Buildings Department has requested an additional \$5,000 for repairs and maintenance. We will be conducting a transfer from our contingency line item to cover these transfers. This is NOT an appropriation and does not increase the City's General Fund Annual Budget for Fiscal Year 2023 – 2024.

N.C.G.S 159-13(b)(3): A contingency appropriation shall not exceed five percent (5%) of the total of all other appropriations in the same fund, except there is no limit on contingency appropriations for public assistance programs required by Chapter 108A. Each expenditure to be charged against a contingency appropriation shall be authorized by resolution of the governing board, which resolution shall be deemed an amendment to the budget ordinance setting up an appropriation for the object of expenditure authorized. The governing board may authorize the budget officer to authorize expenditures from contingency appropriations subject to such limitations and

procedures as it may prescribe. Any such expenditure shall be reported to the board at its next regular meeting and recorded in the minutes.

Recommendation:

Staff recommends that the City Council approve and adopt Ordinance 24 – 10 to balance accounts for the fiscal year audit process.

Attachments:

Ordinance 24 – 10



**AMENDMENT TO THE GENERAL FUND ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2024
TO UTILIZE CONTINGENCY TO BALANCE ACCOUNTS FOR FISCAL YEAR END**

ORDINANCE 24 – 10

BE IT ORDAINED by the City Council of the City of Trinity, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1. To amend the General Fund, the appropriations are to be changed as follows:

	Increase (Decrease)
Adminisrtation	\$ 4,000.00
Finance	\$ 4,000.00
Public Buildings	\$ 5,000.00
Contingency	\$ (13,000.00)
	\$ -

Section 2. Copies of this Budget Ordinance shall be furnished to the City Clerk and to the City Manager and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this 10th day of June, 2024.

SEAL

Richard McNabb, Mayor

Darien Comer, City Clerk



MEMORANDUM

TO: Richard McNabb, Mayor
City Council Members

FROM: Crystal Postell, Finance Director

VIA: Stevie Cox, City Manager

DATE: 05/31/2024

REF: Establish the Trinity Parks and Recreation Master Plan Project - Project Ordinance 24 – 06

Summary:

This is to establish the Trinity Parks and Recreation Master Plan Project.

Background:

In May 2024, the City Council accepted and approved the contract with WithersRavenel in the sum of \$97,000. The City has approved to fund the Trinity Parks and Recreation Master Plan Project with a \$105,500 grant from the Randolph County Strategic Plan Fund. The grant is funded by reimbursement of expenditures.

Recommendation:

Staff recommends that the City Council adopts and approves Project Ordinance 24 – 06.

Attachment:

Project Ordinance 24 – 06



ESTABLISH THE TRINITY PARKS AND RECREATION MASTER PLAN PROJECT
PROJECT ORDINANCE 24 – 06

BE IT ORDAINED by the town council of the City of Trinity, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Randolph County Strategic Plan Fund and the City of Trinity. The City of Trinity has a total allocation of \$105,500. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

Section 2: The project will be complete in accordance with the requirements set by the Randolph County Strategic Plan Fund and all relevant North Carolina state statutes.

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

	Increase (Decrease)
Parks and Recreation Master Plan Project	\$ 105,000.00
	\$ 105,000.00

Section 4: The following revenues are anticipated to be available to complete the project:

	Increase (Decrease)
Randolph County Strategic Plan Grant	\$ 105,500.00
	\$ 105,500.00

Section 5: The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Director is hereby directed to report the financial status of the project to the governing board on a Quarterly basis.



Section 7: This grant project ordinance expires on December 31, 2026, or when all the CSLFRF funds have been obligated and expended by the town, whichever occurs sooner.

Section 8. Copies of this Grant Ordinance shall be furnished to the City Clerk and to the City Manager and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this 10th day of June, 2024.

SEAL

Richard McNabb, Mayor

Darien Comer, City Clerk



Memorandum

TO: Mayor and City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie Cox, City Manager

DATE: May 3, 2024

REF: Utility Audit Revision

Summary:

The Finance Department is working to ensure the fiscal integrity of the City of Trinity by exercising due diligence and control over the City's assets and resources while providing timely and accurate reporting under the guidelines of the Generally Accepted Accounting Principles (GAAP) and city regulations. We are striving to improve the City's daily processes and appreciate your support and cooperation in this matter. After the completion of our Utility Audit, there is one account that has been overlooked and the City should issue a "Notice of Intent to Lien". This account owes an outstanding balance of \$9,544.65.

Until this is under control, the Finance Department will conduct a quarterly utility audit to ensure that all matters are reconciled in a timely manner.

Recommendation:

Staff recommends that the City Council adopts and approves a Lien on the property mention with the trash account to improve the overall status of the City's utility operations.

Attachments:

None



Memorandum

TO: City of Trinity City Council

FROM: Jay Dale, Planner

CC: Stevie Cox, City Manager
Robert Wilhoit, City Attorney

DATE: June 3, 2024

REF: Request for Property Rezoning – Corner of Mendenhall Rd. and Old Mendenhall Rd.

Summary:

TRACY MAHAN, Trinity, North Carolina, is requesting that 2.33 acres located at the corner of Mendenhall and Old Mendenhall Rd, PIN#6798661434, be rezoned from R-40 to M1. It is the desire of the property owner to operate an outdoor storage lot with conditions as per the site plan.

Attachments:

- Application for Rezoning
- Rezoning Request Summary.
- Site Plan
- Property Map (County GIS)
- Site Photographs



City of Trinity Rezoning Request Application

The undersigned does hereby respectfully make application and request to the City of Trinity to amend the Zoning Ordinance and change the Official Zoning Map of the city as hereinafter requested, and in support of this application the following facts are shown:

Zoning: Current Zoning R-40 Requested Zoning M-1 outdoor storage lot

Conditional Zoning: _____

Property Owner Information:

Property Owner: Tracy Mahan
Address: 2019 Kennedy RD
City: Thomasville State: NC Zip: 27360
Phone: (home/work) _____ (cell) 336-250-7916

Applicant Information (note: must show proof as to legally representing property owner):

Applicant: Tracy Mahan
Address: 2019 Kennedy RD
City: Thomasville State: NC Zip: 27360
Phone: (home/work) _____ (cell) 336-250-7916

Site Information:

PIN # 6798661434
Property Address: No Physical Address
Deed Book: 002876 Page: 00831
Area: Trinity

Are there any structures currently on the property to be rezoned? _____ yes ☒ no

List structures: _____

What is the current land use on the property to be rezoned (i.e. commercial, residential, farming, vacant etc.)? Vacant

What current land uses and zoning are adjacent to the property to be rezoned?

North: Zoning M-2 Land Use _____
South: Zoning R-40 Land Use _____
East: Zoning R-40 Land Use _____
West: Zoning M-2 Land Use _____

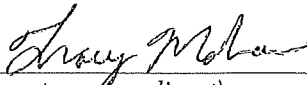
Conditions if requesting Conditional Zoning:

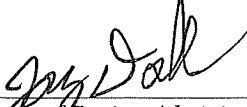
If the property is rezoned, it is understood by all, that development must conform to the minimum requirements of the City of Trinity Zoning Ordinance and all other development ordinances of the City and of Randolph County.

Deadline for rezoning applications is the first Monday of each month. Incomplete applications will be scheduled for hearing the following month. Fee: \$600.00

Staff Notes:

Tracy Mahan
(name of applicant)


(signature of applicant)



(signature of Zoning Administrator)

2-23-24
(date)

Office Use

Date Received: 2/23/24

Fees Paid: \$600

Staff Review: 

Planning Board Review: _____

City Council Review: _____

REZONING REQUEST SUMMARY

TRACY MAHAN, Trinity, North Carolina, is requesting that 2.33 Acres located at the corner of Mendenhall Rd. and Old Mendenhall Rd. PIN# 6798661434 be rezoned from R-40 to M1. It is the desire of the property owner to operate an outdoor storage lot with conditions as per site plan.

Application/Site plan issues to consider:

- **Outside storage would be required to meet the fencing/buffering requirements of the Zoning Ordinance.**
- **Multiple M2 in the area.**

Adjoining Zoning:

This site is located at the corner of Mendenhall Rd and Old Mendenhall Rd.. The property to the north is zoned M-2 and R-40. The property to the south is zoned R-40, the property to the east is zoned R-40, and the property to the west is zoned M-2 and R-40.

Transportation:

Mendenhall Rd is maintained by NCDOT and located in close proximity to US Hwy 29.

Future Land Use Category: SECONDARY GROWTH AREA

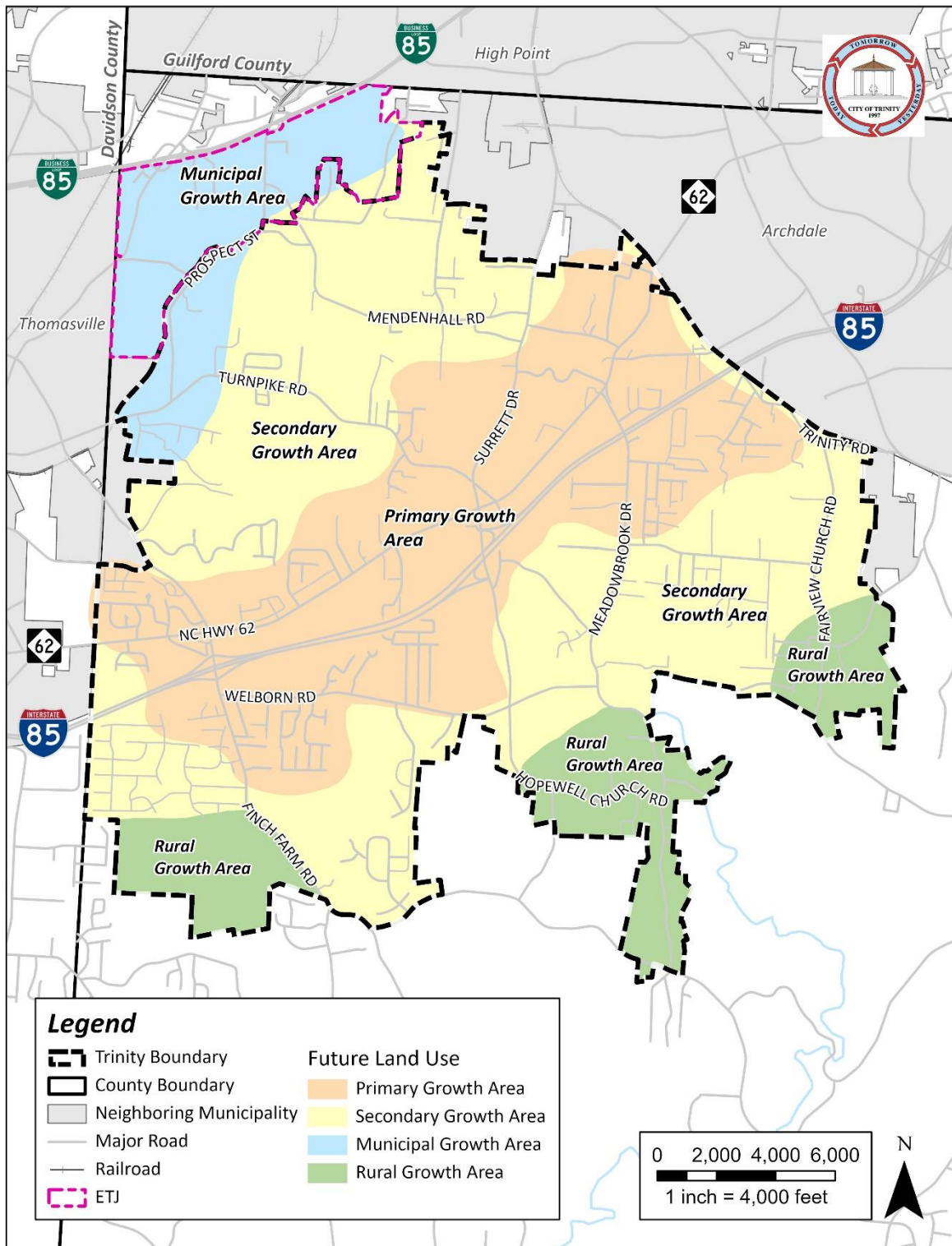
Transitional residential development is predominant in this area with major subdivisions scattered between agricultural and commercial land use patterns. Public sewer infrastructure access is not prioritized for these areas. Conventional and low density open space residential subdivisions are expected with neighborhood serving commercial uses where appropriate.

SECONDARY GROWTH AREA CHARACTERISTICS:

- Medium density.
- Unlikely to have access to sewer within the foreseeable future.
- Predominately residential.
- Contains scattered agricultural areas.

- Includes land available for development.
- Contains natural scenic, historic and other heritage assets.

VISION TRINITY FUTURE LAND USE MAP



REZONING CRITERIA

Article XVII, Amendments and Changes of the Zoning Ordinance states:

Section 17-1**Motion to Amend.**

- (1) Council Authority to Amend - The City Council may, on its own motion or upon the recommendation of the Planning Board, staff or upon petition by any person within the zoning jurisdiction, after public notice and hearing, amend, or repeal the regulations or the maps which are a part of this ordinance. No regulation or maps shall be amended, supplemented, changed, modified, or repealed until after a public hearing in relation thereto, at which all parties in interest and citizens shall have an opportunity to be heard. Third-party down-zonings shall be prohibited.

- (2) Notice and Public hearing on Amendment Planning and Zoning Board Review

- a. Posting of Property – When a zoning map amendment is proposed, the local government shall prominently post a notice of the hearing on the site proposed for the amendment or on an adjacent public street or highway right-of-way. The notice shall be posted within the same time period specified for mailed notices of the hearing. When multiple parcels are included within a proposed zoning map amendment, a posting on each individual parcel is not required but the local government shall post sufficient notices to provide reasonable notice to interested persons.
- b. Mailed Notice – Notice to abutting property owners shall be sent no less than ten (10) days prior to the public hearing but not more than twenty (25) days. For the purpose of this section, properties are "abutting" even if separated by a street, railroad, or other transportation corridor (NCGS 160D-602).

City Council Public Hearing

- c. Hearing with Published Notice. - Before adopting, amending, or repealing any ordinance or development regulation authorized by 160D-601(a), the governing board shall hold a legislative hearing. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.
 - d. Mailed Notice – Notice to abutting property owners shall be sent no less than ten (10) days prior to the public hearing but not more than twenty (25) days.
- (3) Information and Fee Required from Applicant and Processing of Information - Applicants must present the following information:
1. a completed rezoning application.
 2. an accurate survey of the property to be rezoned,
 3. a deed or legal description which establishes ownership, and.
 4. if the proposed zoning boundary splits an existing parcel, a metes and bounds description shall be required in addition to the survey.

A rezoning fee established by the City Council shall be required. Processing of zoning amendment applications shall begin within ninety (90) days from submission to the City Clerk. However, this requirement is not intended to prevent the Planning Board or City Council from delaying action after review by either body. If more than one tract or parcel is being sought for rezoning at the same time by a single applicant, each parcel having a different zone shall constitute a separate rezoning request.

- (4) Planning Board Review – Subsequent to initial adoption of a zoning ordinance, all proposed

amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comments. Any development regulation other than a zoning regulation that is proposed to be adopted pursuant to 160D-604 may be referred to the planning board for review and comment. If no written report is received from the Planning and Zoning Board within thirty (30) days of referral of the amendments to the Board, the City Council may proceed in its consideration of the amendment without the Planning Board report. The Council is not bound by the recommendation, if any, of the Board.

- (5) Plan Consistency - The Planning Board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable.

The Planning Board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the planning board statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the recommendation made.

- (6) Council Statement – Prior to adopting or rejecting any zoning amendment, City Council must adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the Council considers the action taken to be reasonable and in the public interest. When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board (NCGS 160D-605).

- (7) Withdrawal of Request - Any applicant for rezoning may withdraw his/her petition any time prior to consideration by the Planning Board. If the applicant should choose to withdraw his/her petition after being reviewed by the Planning Board but before it is to be considered by the City Council, he/she must do so in writing no later than 5 p.m. on the first Friday following the last Planning Board meeting where the item was dispensed. Failure to withdraw the rezoning petition by that time, shall cause it to advance automatically to the City Council for consideration at their next regular session, provided however that City Council may in its discretion, allow the withdrawal of a rezoning petition at any time for cause upon request by an applicant.

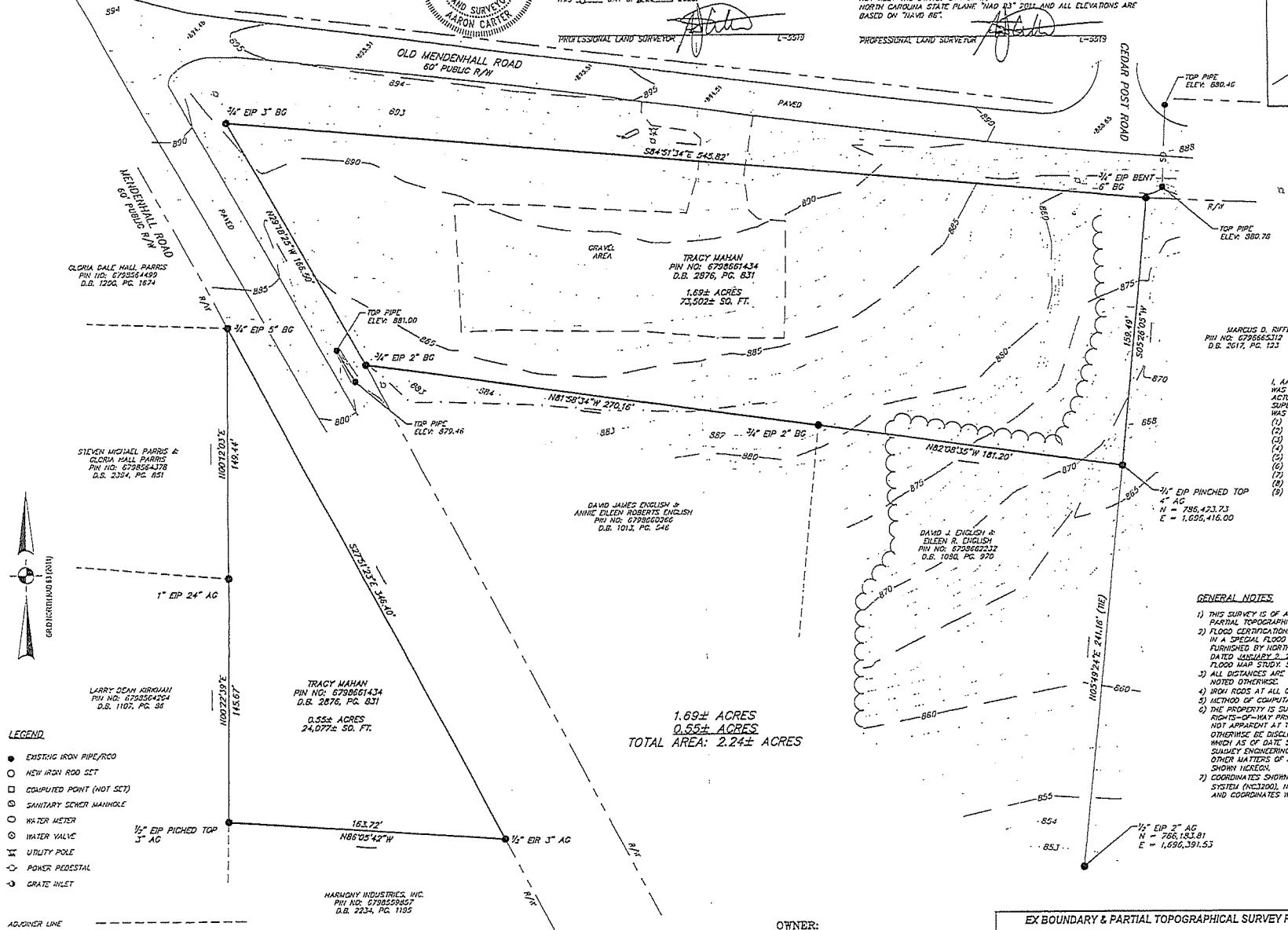
- (8) Resubmission of Application - Should a petition for the amendment of these regulations and/or maps be denied by action of the City Council, the applicant may resubmit an application for rezoning for the same tract or parcel within the same calendar year so long as the request for rezoning is dissimilar to the original request denied by the City Council. Should the second request be denied by the City Council, the applicant must withhold all petitions for rezoning said tract or parcel for a period of twelve (12) months from the date of the second denial by the City Council.



I, AARON CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE DESCRIPTION RECORDED IN BOOK 2876, PAGE 831), THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK AND PAGE (AS SHOWN), THAT THE RATIO PRECISION OR POSITIONAL ACCURACY IS 1:10,000, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE OF LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1000).

THIS 5 DAY OF DECEMBER 2023.

I, AARON CARTER, CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THIS CONJUGAL SURVEY WAS PERFORMED AT THE 95% PERCENT CONFIDENCE LEVEL, TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS, THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC/PLANIMETRIC SURVEY TO THE ACCURACY OF CLASS A & VERTICAL ACCURACY WHEN APPLICABLE TO THE CLASS C STANDARD, AND THAT THE ORIGINAL DATA WAS OBTAINED ON NOVEMBER 30, 2023, THAT CONTOURS SHOWN AS (BROKEN LINE) MAY NOT MEET THE STATED STANDARD, AND ALL COORDINATES ARE BASED ON NORTH CAROLINA STATE PLANE "NAD 83" ZONE 18 AND ALL ELEVATIONS ARE BASED ON "NAVD 83".



LEGEND

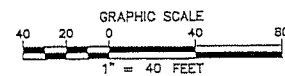
- EXISTING IRON PIPE/ROD
- NEW IRON ROD SET
- COMPUTED POINT (NOT SET)
- SANITARY SEWER MANHOLE
- WATER METER
- WATER VALVE
- UTILITY POLE
- POWER PEDESTAL
- GRATE INLET

ADJACENT LINE	---	---
LINE SURVEYED	---	---
RIGHT OF WAY	---	---
EDGE OF PAVEMENT	---	---
MAJOR CONTOUR	---	---
MINOR CONTOUR	---	---
OVERHEAD UTILITY	P --- P	P --- P
STORM DRAIN	SD --- SD	SD --- SD

ABBREVIATIONS

EIP	= EXISTING IRON PIPE/ROD
IR	= EXISTING IRON ROD
IRS	= NEW IRON ROD SET
R/W	= RIGHT OF WAY
AG	= ABOVE GROUND
UG	= BELOW GROUND
FL	= FLUSH WITH GROUND

OWNER:
TRACY MAHAN
2019 KENNEDY ROAD
THOMASVILLE, NC 27380



EX BOUNDARY & PARTIAL TOPOGRAPHICAL SURVEY FOR

TRACY MAHAN

OLD MENDENHALL ROAD
TRINITY TOWNSHIP - RANDOLPH COUNTY - NORTH CAROLINA

Summey Engineering Associates, PLLC

Engineering - Consulting - Surveying

1000 S. 2nd St., Asheville, NC 28801

PH: 828-258-0702 F: 828-258-0722 www.summeyengineering.com

REGISTERED A SURVEYING FIRM LICENSE OF AUTHORIZATION #1314

Scale: 1" = 40'

Date: 12/01/2023

Drawn By: SKH

Checked By: AJC

Job No:

I, AARON CARTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: A
- (2) POSITIONAL ACCURACY: 0.10'
- (3) TYPE OF GPS FIELD PROCEDURE: RTK
- (4) DATE OF SURVEY: 11/20/23
- (5) DATA/PROCESS: NAD 83 (2011)
- (6) PUBLISHED/FIXED-CONTROL USE: NCVRS
- (7) GEOID MODEL: 12S
- (8) COMBINED GRID FACTOR(S): 0.99999067
- (9) UNITS: U.S. FEET

GENERAL NOTES

- 1) THIS SURVEY IS OF AN EXISTING PARCEL(S) OF LAND AND A PARTIAL TOPOGRAPHICAL SURVEY.
- 2) FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM DATED JANUARY 3, 2008. SUBJECT TO VERIFICATION BY DETAILED FLOOD MAP STUDY. SEE COMMUNITY PANEL NO. 1210228000.
- 3) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.
- 4) IRON RODS AT ALL CORNERS UNLESS OTHERWISE NOTED.
- 5) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
- 6) THE PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF MY INSPECTION AND MIGHT OTHERWISE BE DISCLOSED BY AN ATTORNEY'S TITLE OPINION WHICH AS OF DATE SHOWN HEREON HAS NOT BEEN SUPPLIED TO SUMMEY ENGINEERING ASSOCIATES. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY NOT SHOWN HEREON.
- 7) COORDINATES SHOWN ARE BASED ON THE NORTH CAROLINA GRID SYSTEM (NAD2000), NAD 83 (2011), AND NAVD 83 (GEOID 12S), AND COORDINATES WERE OBTAINED USING THE NCVRS SYSTEM.

VICINITY MAP
NOT TO SCALE







MEMORANDUM

TO: Mayor Richard McNabb and City Council

FROM: Darien Comer, City Clerk

CC: Stevie Cox, City Manager

DATE: 5/2/2024

SUBJECT: Planning and Zoning Board Member Appointment

Summary:

A new Board Member is to be appointed for the Planning and Zoning Board. The Board Member is needed in Councilman Lohr's ward.

Recommendation:

Councilman Lohr to appoint a new Board Member.



Memorandum

TO: Mayor and City Council Members

FROM: Rodney Johnson, Public Works Director

CC: Stevie Cox, City Manager

DATE: June 10, 2024

REF: Sewer Use Ordinance – Tap Fees

Summary:

The City of Trinity currently contracts the installation of sewer taps on non-subdivision lots. This is common practice for several neighboring municipalities. Recently, neighboring municipalities have opted to go with a permit and inspection fee and having the owner/builder to hire a licensed utility contractor for the work themselves. Trinity has deep sewer lines. The cost for tap installation has increased every year for several years and has become burdensome to the City. We currently charge \$3,800 for “short-side” taps, while “long-side” tap fees are based on quotes from a contractor. This ordinance change will align the City with neighboring municipalities, while assuring the City is no longer losing revenue due to the rising costs of installation.

Recommendation:

Staff recommends that City Council approve the change in the Sewer Use Ordinance to allow the City to charge a permit and inspection fee, while allowing owners of property to hire a licensed utility contractor to install their tap.

Attachments:

Current Sewer Use Ordinance language
Proposed Sewer Use Ordinance language update

Proposed Ordinance Change

Section 34 RATE SCHEDULE AND TAP-ON FEES.

All new or relocated taps for sewer service will require a permit issued by the City of Trinity at City Hall.

Once the permit is issued, customers are required to hire a licensed N.C. utility contractor to perform all work related to the sewer tap. City staff will inspect the work for proper installation. It is recommended that the selected contractor coordinate with City staff before beginning work.

The tap must be inspected prior to being covered. Improper installation will result in a fee for reinspection. After City approval has been obtained, the contractor may cover the tap.

Fees for the permit and inspection can be found in the fee schedule adopted by City Council.

Current Ordinance

Section 34 RATE SCHEDULE AND TAP-ON FEES.

A schedule of all rates authorized by this chapter shall be adopted and revised from time to time by resolution of the Council upon recommendation of the City Manager. A copy of the current schedule of rates shall be kept on file in the Clerk's office.

(Ord. passed 12-19-2000)



Memorandum

TO: Mayor and City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie Cox, City Manager

DATE: May 31, 2024

REF: Fiscal Year 2024 – 2025 Contracts

Summary:

New contracts are available for review by the City Council for execution with the approval of the Fiscal Year 2024 – 2025 Annual Budget.

Background:

The following contracts will be executed upon the adoption of the City's Fiscal Year 2024 – 2025 Annual Budget. These contracts are available for review if there are any questions or concerns.

- Planning (1year Municipal Services, Inc.) or Planning (3-year Municipal Services, Inc.)
- Code Enforcement (State Code Enforcement, Inc.)
- IT Services (Municipal Services, Inc.)
- Digital Marketing, Social Media, and City Events (Archdale Trinity Chamber)

Recommendation:

Staff recommends that the City Council approve and adopt contracts for Fiscal Year 2024 – 2025 Services.

Attachments:

Planning (1year Municipal Services, Inc.)
Planning (3-year Municipal Services, Inc.)
Code Enforcement (State Code Enforcement, Inc.)
IT Services (Municipal Services, Inc.)
Digital Marketing, Social Media, and City Events (Archdale Trinity Chamber)

(1 year)

STATE OF NORTH CAROLINA

PLANNING SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2024, by and between Municipal Services, Inc., (hereinafter referred to as the "Contractor"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well being; and

WHEREAS community appearance, planning, zoning, and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Manager has determined that the Contractor is qualified to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional certified planner in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter with a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be twelve months, with the term of the contract commencing at 12:01 a.m. on July 1, 2024 and continuing until June 30, 2025. The City can cancel the contract at any time with a thirty-day written notice to the contractor. Cancellation may be with or without cause in the sole discretion of the City.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount** = Planning Services Seventy-Two (\$72.00) dollars per hour.
- 2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes Municipal Services, Inc. for services not to exceed sixty-four (64) hours per week for planning duties, issuing zoning permits and inspections of the subdivisions that are under construction, etc. The amount of the yearly contract shall not exceed three thousand three hundred twenty-eight hours (3328) per year or exceed two hundred thirty-nine thousand six hundred and sixteen dollars (\$239,616) per year without the written approval of the city manager.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering into this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such a notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

Municipal Services, Inc.
1451 S Elm-Eugene Street (suite 1306)
Greensboro, North Carolina 27406

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. Such actions shall neither be commenced in nor removed to federal court. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include

all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this contract.

(3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) "Duties" includes obligations.

(6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word "shall" is mandatory.

(8) The word "day" means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the city unless the City Manager signs it for the city. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
Municipal Services, Inc.

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

BY: _____
Finance Director

Crystal Postell

From: dennis.statecodeenforcement.com <dennis@statecodeenforcement.com>
Sent: Friday, May 24, 2024 2:38 PM
To: CityManager
Cc: Crystal Postell
Subject: MSI Planning Contract for Trinity

Stevie and Crystal, for the next fiscal year, please use the one-year contract that I sent to you earlier this year for the planning and code enforcement. I am withdrawing the request for a 3-year contract. If in the future you yourself request an extended contract, I will be happy to work with you on a three or five year contract.

Thanks and have a Blessed Day

Dennis Pinnix, NCCZO, NCHCO, ICC, AACE

State Code Enforcement Inc.

1451 South Elm-Eugene Street (Suite 1308)

Greensboro, NC 27406

336-553-9696 Office

336-601-5101 Mobile

Helping to create a Safer & Cleaner Environment in which to Live, Work and Raise our Families !!!

STATE OF NORTH CAROLINA

PLANNING SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2024, by and between Municipal Services, Inc., (hereinafter referred to as the "Contractor"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well being; and

WHEREAS community appearance, planning, zoning, and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Manager has determined that the Contractor is qualified to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional certified planner in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter with a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be three years, with the term of the contract commencing at 12:01 a.m. on July 1, 2024 and continuing until June 30, 2027. The City can cancel the contract at any time with a thirty-day written notice to the contractor. Cancellation may be with or without cause at the sole discretion of the City.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount** = **2024-2025** Planning Services Seventy-Two (\$72.00) dollars per hour. The **2025-2026** fiscal year the hourly rate will increase to seventy-three dollars and eighty cents (\$73.80) per hour. The **2026-2027** fiscal year the rate will increase to seventy-five dollars and sixty-five cents (\$75.65) per hour.
- 2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes Municipal Services, Inc. for services not to exceed sixty-four (64) hours per week for planning duties, issuing zoning permits and inspections of the subdivisions that are under construction, etc. The amount of the yearly contract shall not exceed three thousand three hundred twenty-eight hours (3328) per year. or
2024-2025 exceed two hundred thirty-nine thousand six hundred and sixteen dollars (\$239,616) without the written approval of the city manager.
2025-2026 exceed two hundred forty-five thousand six-hundred six dollars (\$245,606) without the written approval of the city manager.
2026-2027 exceed two hundred fifty-one thousand seven hundred sixty-three dollars (\$251,763) without the written approval of the city manager.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering into this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs

incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

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Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

Municipal Services, Inc.
1451 S Elm-Eugene Street (suite 1306)
Greensboro, North Carolina 27406

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item).

The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. Such actions shall neither be commenced in nor removed to federal court. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include”, “including”, etc. mean include, including, etc. without limitation.

(2) References to a “Section” or “section” shall mean a section of this contract.

(3) “Contract” and “Agreement”, whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) “Duties” includes obligations.

(6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word “shall” is mandatory.

(8) The word “day” means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the city unless the City Manager signs it for the city. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
Municipal Services, Inc.

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

BY: _____
Finance Director

STATE OF NORTH CAROLINA

NUISANCE ABATEMENT
ZONING ENFORCEMENT
MINIMUM HOUSING SERVICES
NON-RESIDENTIAL SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2024, by and between Municipal Services/State Code Enforcement, Inc., (hereinafter referred to as the "Contractor" or "SCEI"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well-being; and

WHEREAS community appearance and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Planning and Community Development Director has determined that the Contractor is a qualified independent contractor to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional Code Enforcement Officer to perform Nuisance Abatement, Zoning Enforcement and Minimum Housing Services in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be for one (1) year, with the term of the contract commencing at 12:01 a.m. on July 1, 2024 and

continuing until June 30, 2025. The City can cancel the contract at any time with a thirty-day written notice to the contractor. Cancellation may be with or without cause in the sole discretion of the City.

Section 4. Compensation. The City shall pay the Contractor as follows:

1- **Hourly Contract Amount** = Fifty-Two (\$ 52.00) dollars per hour.

2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes State Code Enforcement, Inc. for services not to exceed eight hundred and thirty-two (832) hours per year, or not to exceed forty-three thousand two hundred sixty-four dollars (\$43,264) without the written authorization from the City Manager.

3- Newspaper Ads for notification purposes when the owners can't be found will be billed at the rate charged by the newspaper.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor as an independent contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this

contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such a notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

State Code Enforcement, Inc.
1451 S Elm-Eugene Street (suite 1308)
Greensboro, North Carolina 27406
Mailing Address is: P O Box 86 Climax, NC 27233

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages

arising out of bodily injury to persons or damage to property proximately caused by or resulting from the sole negligence of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person. Contractor and the City shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this contract.

(3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) "Duties" includes obligations.

(6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

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Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless it is written and signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or City designee signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
State Code Enforcement, Inc.

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

BY: _____
Finance Director

Managed Services Agreement

By: Municipal Services Inc

For: The City of Trinity



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Managed Services Offerings	Titanium
Unlimited On-site and Remote Support	✓
Unlimited Automated Support	✓
PC Monitoring, Maintenance, Patching	✓
Office 365	✓
Cloud File Sync & Share	✓
Endpoint Protection / Antivirus	✓
Security Threat Detection and Remediation	✓
Security Awareness Training	✓
Cloud Backup	✓
Monthly Reporting	✓
Virtual CIO	✓



City of Trinity
Managed Service Agreement | 2024

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Description of Services

Unlimited On-Site and Remote Support

MUNICIPAL SERVICES, Inc. will provide maintenance and support for the existing hardware and software including all equipment listed in the Addendum as well as installed 3rd party software and a line of business applications. MUNICIPAL SERVICES INC will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. MUNICIPAL SERVICES INC will make a best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at MUNICIPAL SERVICES INC then hourly rate for service, currently \$ 150.00 per hour.

Unlimited Automated Support

Through the use of MUNICIPAL SERVICES INC Remote, Monitoring and Management (RMM) software, unlimited support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Microsoft Office 365. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. MUNICIPAL SERVICES INC remote monitoring and management software will monitor all PC's that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in MUNICIPAL SERVICES INC ticket management system to be addressed by a technician or MUNICIPAL SERVICES INC automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in MUNICIPAL SERVICES INC ticket management system.

All time billed by MUNICIPAL SERVICES INC Automated Support software will be covered under the terms of this agreement.

Office 365

Microsoft Office 365 licenses will be provided by City of Trinity for each user as identified in the addendum.

Cloud File Sync & Share

File server replacement / enablement software and service provided to augment or replace existing methods of file sharing for both on-site and when remote as an alternative to VPN.

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Endpoint Protection / Antivirus

All antivirus licensing is included for Servers, MAC's and PC's. Antivirus software is business grade antivirus. MUNICIPAL SERVICES INC monitors the antivirus software 24/7 and in the event of a virus/worm/ad-ware/spyware being detected a ticket will automatically be created in MUNICIPAL SERVICES INC ticket management system. MUNICIPAL SERVICES INC will address viruses as requiring an emergency response by a technician to confirm virus removal.

Security Threat Detection and Remediation

MUNICIPAL SERVICES INC provides managed threat detection and remediation services to uncover and address malicious network penetration attempts.

Security Awareness Training

MUNICIPAL SERVICES INC includes and requires all computer users at client to participate in regular security awareness training. Training may include simulated phishing attacks, instruction in company IT policies and best practices, compliance training and testing.

Cloud Backup

Automatically backs up all current files, email and databases stored on the Servers to a secure online location (Maximum __N/A__GB). Additional gigabytes may be purchased for \$ __N/A__ per __ gigabyte block to be added to the monthly billing. Backups will be performed each night after 11 pm. This includes AES-256 bit DOD Level Encryption of all data. Clients must have a 5 megabyte or higher Internet connection (both upload and download).

Online Cloud Backup

Automatically backs up all files, email and databases stored on the Servers to a secure online location.

Backup Disaster Recovery Appliance

Included in the service is a Backup Disaster Recovery (BDR) Appliance provided by MUNICIPAL SERVICES INC to be place in client's server room that captures snapshots of client servers on a regular interval including its data, operating system application and configuration and replicates those images to a secure cloud location. In the event of a failed server or data loss MUNICIPAL SERVICES INC will use BDR appliance to restore data on-site or at the cloud location.

Monthly Reporting

MUNICIPAL SERVICES INC will provide clients with monthly reporting detailing resolved tickets, patching, antivirus performance, service availability and network reliability.



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Virtual CIO

MUNICIPAL SERVICES INC provides quarterly virtual meeting and on-site as needed with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the next period.

Managed Services Response Times

Trouble	Priority	Response Time 9am-5:30pm Weekdays	Response Time 5:30pm-9am Weekdays/Holidays
Service not available (all users and functions unavailable. Ex: Server down). *	1	Remote within 1 hours On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected). *	2	Remote within 2 hours On-Site within 4 hours	Remote within 4 hours On-Site within 6 hours
Limited degradation of service (limited number of users or functions affected, business process can continue). *	3	Remote within 8 hours On-Site within 48 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected). *	4	Remote within 24 hours On-Site within 72 hours	Remote within 24 hours On-Site within 72 hours

*Weekend support requiring on-site will incur an additional charge at the rate of \$150 per hour, \$75 per hour remote support.

Client agrees that weather, traffic conditions or Force Majeure outside the control of MUNICIPAL SERVICES INC may extend or prevent remote or onsite response.



Managed Services Requirements

1. PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 4 years old or turning 4 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 4 years. Replacement installation costs are billed outside the monthly service amount at MUNICIPAL SERVICES INC then hourly rate. Servers must be covered by an active hardware warranty. MUNICIPAL SERVICES INC will coordinate warranty diagnostics, repairs and return to service.
2. PC's (laptops/desktops/Macs) in excess of 4 years in age that fail will need to be replaced by the client with a new machine or one that is less than 4 years in age. Work to restore or replace equipment older than 4 years will be billed as an additional charge.
3. All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
4. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
5. If a client has software particular to its business which is installed on its network, the client is responsible to obtain installation, training and continuing technical support from the software provider. MUNICIPAL SERVICES INC technicians are able to assist with network support, but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense.
6. This Agreement covers users and their associated computers and other devices as detailed in the appendix. Clients shall provide a desktop and laptop which are less than 4 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
7. For each new user added during the term of this agreement beyond computer/users the monthly Managed Service fee will increase by \$75 per month.
8. All server and desktop software must be genuine, licensed and vendor supported.



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9. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
10. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
11. All wireless data traffic in the environment must be securely encrypted.
12. There must be an outside static IP address assigned to a network device, allowing VPN access.

At the time of initiating service for Client, MUNICIPAL SERVICES INC will evaluate Client's network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services.



Agreement

Clients and MUNICIPAL SERVICES INC agree to the following:

- MUNICIPAL SERVICES INC will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 36 months beginning _____. This Agreement will automatically renew for successive 36-month terms unless at least 30 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. MUNICIPAL SERVICES INC or Client may terminate this contract at any time, after an initial 36-month period with at least 30 days prior written notice. Service to be provided to Client is for the network located at the address set forth in the attached Description of Network Equipment Supported for the equipment described therein.
- Client agrees to all requirements in the preceding pages of this document.
- Client will pay MUNICIPAL SERVICES INC monthly on or before the 1st day of each month the amount of \$1,100.00. MUNICIPAL SERVICES INC does not have a site visit charge.
- MUNICIPAL SERVICES INC hourly rate for additional services for onsite is \$150. and remote \$75, weekdays 9-5; 5:01 pm to 8:59 am weekdays, anytime weekends and holidays for on-site is \$150 and remote \$75.00.
- This Agreement covers only the client's locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.
- The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client's monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as "Additional Services" or a "Project" and will be quoted and billed as Separate Charges at MUNICIPAL SERVICES INC then hourly rate plus expenses. Expenses may include but are not limited to travel, parking, and tolls.



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- The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.
- MUNICIPAL SERVICES INC will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.
- MUNICIPAL SERVICES INC will make available to Client discounted pricing on servers, laptops, desktops and network equipment.
- Clients will comply with the Policies and Responsibilities and also the Managed Services Requirements.

This Agreement includes the Managed Services Offerings, Managed Services Requirements and also the Terms and Conditions; these documents are incorporated herein by reference.

Client

By _____

Date _____

MUNICIPAL SERVICES, Inc.

By _____

Date _____



Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of MUNICIPAL SERVICES INC or Client or is rightfully received by either party from a third party.
2. Client and MUNICIPAL SERVICES INC both agree that they will not solicit for hire, and it will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24-month period immediately following termination of this agreement.
3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of MUNICIPAL SERVICES INC technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
4. If the Client work is substantially changed due to a Force Majeure, MUNICIPAL SERVICES INC will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to MUNICIPAL SERVICES INC of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, MUNICIPAL SERVICES INC will review with Client the need for change of fees if any.



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5. MUNICIPAL SERVICES INC shall not be liable to Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if MUNICIPAL SERVICES INC has been advised of the possibility of such damages. Regardless of the form of action, MUNICIPAL SERVICES INC cumulative liability shall be only for loss or damage directly attributable to negligence of a MUNICIPAL SERVICES INC employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed thirty thousand Dollars. If a collection action is initiated by either party or if MUNICIPAL SERVICES INC has to defend any action by Client, MUNICIPAL SERVICES INC is entitled to its reasonable attorney fees and expenses to be paid by Client.
6. Implied Warranties are expressly disclaimed by MUNICIPAL SERVICES. A MUNICIPAL SERVICES INC contractor is a technician or contractor who operates on behalf of MUNICIPAL SERVICES, is paid by MUNICIPAL SERVICES INC and has access to MUNICIPAL SERVICES INC service ticket management system for making time entries and charges for their work. MUNICIPAL SERVICES INC is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from MUNICIPAL SERVICES INC, it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that MUNICIPAL SERVICES INC is not responsible for functioning of the equipment and has not made any express or implied warranties. MUNICIPAL SERVICES INC shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.
7. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, MUNICIPAL SERVICES INC will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. MUNICIPAL SERVICES INC is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have MUNICIPAL SERVICES INC software and security features. MUNICIPAL SERVICES INC is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and MUNICIPAL SERVICES INC may charge it's then hourly rate for work on home or alternative networks. MUNICIPAL SERVICES INC will charge for additional software installed at home or alternative networks as needed.
8. In the event of a Force Majeure MUNICIPAL SERVICES INC is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.



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9. Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the Client adversely affected by Client's network functioning or transmissions from its network.
10. MUNICIPAL SERVICES INC may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition, then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.
11. Failure to pay: If payment is not received by the first of the month for that month of service MUNICIPAL SERVICES INC reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided MUNICIPAL SERVICES INC gives a five (5) business day notice of late payment.
12. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by MUNICIPAL SERVICES. Client shall pay any such taxes unless a valid exemption certificate is furnished to MUNICIPAL SERVICES INC for the jurisdiction of use, except in cases when MUNICIPAL SERVICES INC procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to MUNICIPAL SERVICES.
13. If Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.
14. This Agreement is fully assignable by MUNICIPAL SERVICES. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
15. Termination: Termination by Client: Client may terminate this Agreement with or without cause after the first 3 months of the Agreement have passed payment of a Termination Fee equal to the amount of the monthly Managed Services fee agreed to in this Agreement \$1,100.00 and ii.) payment of all past and currently due amounts together with late fees and costs unless client has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and



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provided MUNICIPAL SERVICES INC was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. MUNICIPAL SERVICES INC shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.

Termination by MUNICIPAL SERVICES:

- a. Upon giving notice to Client of default and the default is not cured within ten (10) business days of receipt of written notice from MUNICIPAL SERVICES INC or for failure of Client to pay for service or products at the time of ordering or within 30 days of billing. Failure of MUNICIPAL SERVICES INC to require payment at the time provided shall not be construed as a waiver of the right to do so.
- b. Any of the following which remains un-dismissed for a period of sixty (60) days: If Client files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Client.
- c. Failure of Client to comply with its obligations in this Agreement after written notice by MUNICIPAL SERVICES INC of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future.
- d. Backups in the event of default or early termination or in the event the parties do not renew at the end of the term of this Agreement: Client shall be responsible for transferring backups to a system administered by Client or others on its behalf and for paying any costs of transferring and/or setting up backups off of the system maintained by MUNICIPAL SERVICES. If Client does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Client assumes all responsibility for its backups and MUNICIPAL SERVICES INC has no responsibility to retain backups. In the event prior to the end of the 30 days, client places its own backups on site or obtains its own cloud backups then it shall notify MUNICIPAL SERVICES INC so it's backups can be terminated.
- e. In the event of default or termination under any circumstances Client agrees it will provide access to MUNICIPAL SERVICES INC technicians to remove antivirus licenses and monitoring tools. The consequence of and failure to provide this access shall be that Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. Spam filtering will be terminated upon default or termination. Client understands that it is entirely responsible to redirect all of Client's MX records away from the spam filter system and redirect email to its



City of Trinity

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server or it must provide MUNICIPAL SERVICES INC access to its network information and equipment to take those steps. Upon termination of spam filtering services email will bounce if Client has not taken these steps or requested and allowed MUNICIPAL SERVICES INC to take those measures. Client understands the above and accepts this responsibility and the consequences if it fails to cooperate or act; Client acknowledges that upon termination of the spam filtering if these steps are not allowed or taken email will not be available and there is no recourse whatsoever to MUNICIPAL SERVICES.

- f. In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.
 - g. If either party terminates the relationship of managed service provider and client or if Client defaults, then the parties agree to work cooperatively to transfer the client's data and network information as directed by the client to another service provider or to the client. The client will pay the cost of transfer which will include hourly charges of technicians to accomplish the transfer and any services maintained by MUNICIPAL SERVICES INC containing Client data. Client must designate a vendor to handle its email, backups and any other services provided by MUNICIPAL SERVICES. Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this SLA. MUNICIPAL SERVICES INC has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.
 - h. In the event of termination of services for any reason by either party, upon written request by Client MUNICIPAL SERVICES INC will provide up to 60 days support to allow Client to make a transition provided Client pays all amounts then due and pays the fee for the additional 60 days in advance.
16. **Dispute Resolution:** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the MUNICIPAL SERVICES. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings, the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved, then the aggrieved party may commence arbitration proceedings. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer-Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The



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location of arbitration shall be in the home city, county of MUNICIPAL SERVICES. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

17. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of North Carolina. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the MUNICIPAL SERVICES, and the parties agree and consent to such jurisdiction and venue.
18. This Agreement does not create any rights in any third parties.
19. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof with the exception of allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with MUNICIPAL SERVICES. Programs must be installed by a MUNICIPAL SERVICES INC technician or software technical support with a MUNICIPAL SERVICES INC technician assisting. MUNICIPAL SERVICES INC shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than MUNICIPAL SERVICES INC unless MUNICIPAL SERVICES INC has agreed. Corrections of unauthorized modifications shall be at the rate of \$____ per hour and may be grounds for immediate termination by MUNICIPAL SERVICES INC of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator access. Only MUNICIPAL SERVICES INC will make administrative or technical changes to the servers.



Addendum

Network Information to be filled in by Client and confirmed by MUNICIPAL SERVICES INC technician.

Location Addresses: _____

Number of full-time users on site: _____

Number of full-time remote users: _____

Number of part-time users on site: _____

Number of part-time remote users: _____

Number of email accounts: _____

Network Equipment Supported: _____

Equipment	Number
Desktops	Click or tap here to enter text.
Laptops	Click or tap here to enter text.
Servers*	Click or tap here to enter text.
MAC Desktops	Click or tap here to enter text.
MAC Laptops	Click or tap here to enter text.
iPhones	Click or tap here to enter text.
iPads	Click or tap here to enter text.
Android Phones	Click or tap here to enter text.
Android Tablets	Click or tap here to enter text.
Network Printers	Click or tap here to enter text.



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Standalone Printer

Click or tap here to enter text.

***Identify role of Servers**

- 1) _____
- 2) _____
- 3) _____
- 4) _____

****Only hardware owned by client is to be tracked on this page.**



North Carolina Agreement to Lease Equipment

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective July 1, 2024, by and between Municipal Services Inc, ("Lessor") and City of Trinity ("Lessee").

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"):

Description	Quantity	Extended Price	
WatchGuard Firebox T45 Firewall With 5-Yr Total Security Suite - WGT45645	1	\$4,050.42	\$4,050.42
UniFi Cloud Key	1	\$233.20	\$233.20
Unifi 6E Wireless AP	4	\$370.69	\$1,482.76
Unifi 48 port POE	1	\$1,945.89	\$1,945.89
Labor hours -- 16 hours	16	\$150.00	\$2,400.00
Dell Latitude 5500 Labtop	2	\$1,500.00	\$3,000.00
Labor Bucket to be used for Future projects, per hr	40	\$150.00	\$6,000.00
			\$19,112.27

Lease for 48 months @ \$ 521.00 per month with a 10% buyout option

2. Term.

The term of this Lease shall commence on July 1, 2024 and shall expire 48 months thereafter.

3. Shipping.

Lessee shall be responsible for shipping the Equipment to Lessee's premises.

4. Lease Payment.

The monthly Lease payment for the Equipment shall be paid in advance in installments of \$521.00 each month, beginning on July 1, 2024 and on the first day of each succeeding month throughout the term hereof, at MSI 1451 S Elm Eugene Street, Greensboro, NC, 27233, or at such other place as Lessor may designate from time to time. Any installment payment not made by the tenth (10th) day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to one percent (1%) per month on any overdue amount. Rent for any partial month shall be prorated.

5. Use.



Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

6. Right to Lease.

LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE.

7. Repairs.

Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

8. Loss and Damage.

A. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

B. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

- (i) Place the same in good repair, condition and working order; or
- (ii) Replace the same with like equipment in good repair, condition and working order; or
- (iii) Pay to Lessor the replacement cost of the Equipment.

9. Surrender.

Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

10. Insurance.

Lessee shall procure and continuously maintain and pay for:

A. All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and;

B. Combined public liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally named insured and a loss payee.

The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor, shall provide at least thirty (30) days advance written notice to Lessor of any cancellation, change or modification, and shall provide primary coverage for the protection of Lessee and Lessor without regard to any other coverage carried by Lessee or Lessor protecting against similar risks. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance. Lessee hereby appoints Lessor as Lessee's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement.



11. Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

12. Lessor's Payment.

In case of failure of Lessee to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequences, including interest at ten percent (10%) per annum, as failure to pay any installment of rent.

13. Indemnity.

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

14. Default.

If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- B. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- C. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
- D. To terminate this Lease.
- E. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

15. Bankruptcy.



Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 14 hereof; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

16. Ownership.

The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

17. Additional Documents.

If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

18. Entire Agreement.

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

19. Notices.

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

Municipal Services Inc
1451 S Elm Eugene Street
Greensboro, NC, 27233

If to Lessee:

City Of Trinity
6701 NC Hwy 62
Trinity, NC, 27370

20. Assignment.

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

21. Headings.



Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

22. Governing Law.

This Lease shall be construed and enforced according to laws of the State of North Carolina.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT TO LEASE EQUIPMENT:

LESSOR:

Sign: _____ Print: _____ Date: _____

LESSEE:

Sign: _____ Print: _____ Date: _____

Exhibit A**Schedule of replacement laptop computers to be included in the
equipment lease program**

FY 2025	Payroll Administrator and Public Services Director
FY 2026	Planning Director and Coded Enforcement Officer/Planner
FY2027	Finance Director and City Clerk
FY 2028	City Manager



336-434-2073
 ashlee@archdaletrinitychamber.com
 213 Balfour Drive
 Archdale, NC 27263

City of Trinity
 5978 NC Highway 62
 PO BOX 50
 Trinity, NC 27370

5 April 2024

Dear the city of Trinity and all representation,

This contract is to serve as a partnership between the City and the Archdale-Trinity Chamber of Commerce to elevate the city's digital presence and foster community engagement through current and future events. This contract symbolizes a commitment to collaboration, innovation, and growth, as both entities work hand in hand to promote local businesses, drive economic development, and create memorable experiences for residents and visitors alike. The ATCOC will honor the following services for the fiscal year **July 2024 to June 2025**. We believe these are attainable goals that should be decided and agreed upon by city staff and council: _____

1. The ATCOC will further develop all social platforms that pertain to the city of Trinity. This will include regularly updating for community events, community news, public works, meeting schedules and additional updates the city request are more important for current and future residents.
2. Host, coordinate and advertise a community network event with the city manager/mayor to provide citizens with updates pertaining to future development.
3. Aid in the development and success of a city farmers market and continue to pursue efforts in state funding for additional updates or infrastructure to ensure the comfort and successes of this market.
4. Compile a newsletter (frequency is determined by city staff) that is regularly updated informing the community of city news, events and business highlights/opportunities.
5. Begin strategic planning for a community event dedicated and hosted in the city of Trinity. (City festival, parade, food truck festival) Community events elevate camaraderie and continue to showcase the city's involvement and dedication to its town members.

With a shared vision and a passion for progress, the City of Trinity and the Chamber of Commerce are set to create, connect, and enhance the digital development of the city of Trinity.



QUOTE

Date: April 1, 2024

PROPOSED TO:

The City of Trinity
5978 NC Highway 62,
PO BOX 50,
Trinity, NC 27370

ITEM	SERVICE	RATE	AMOUNT
1.	Content Creation		0.00
2.	Social Media Marketing		0.00
3.	Email Marketing		0.00
4.	Ad campaigns		0.00
5.	Digital Graphics		0.00
6.	Strategic Planning		0.00
7.	Event Coordination and Planning		0.00
2024-2025 Yearly Contract Rate -- 20hr(\$15)*52 Weeks			15,600

TOTAL: \$15,600

TERM AND CONDITIONS:

The agreement will outline all services to be provided and the expectations of both parties involved. This ensures transparency and clarity in the working relationship. Regular discussions with city staff will be held to review adjust the necessary services as needed, providing flexibility and adaptability to meet changing needs and circumstances. This approach fosters a strong and collaborative partnership, promoting mutual understanding and success for all involved.



PROPOSAL

DIGITAL MARKETING, SOCIAL
MEDIA AND CITY EVENTS

PROPOSAL ISSUE:

1 April 2024

ATCOC Digital Marketing Proposal

Prepared For

THE CITY OF TRINITY

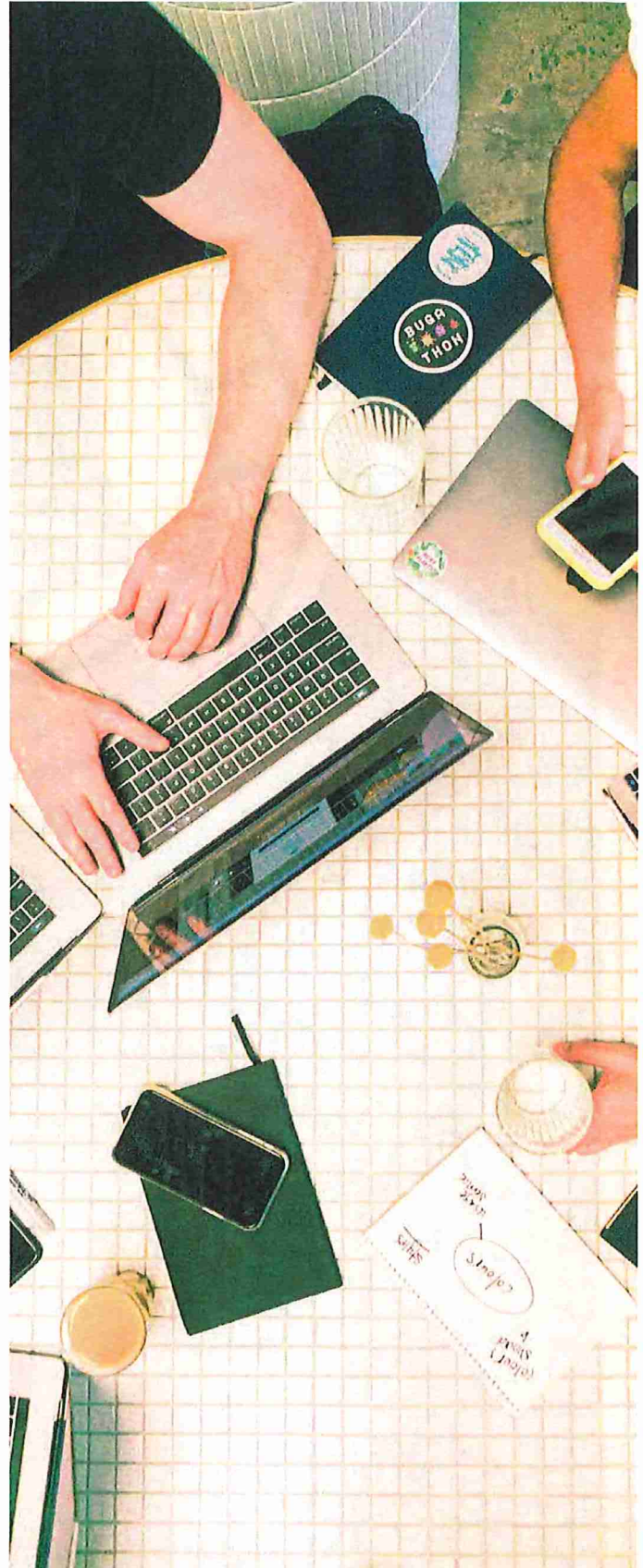
5978 NC Highway 62,
PO BOX 50,
Trinity, NC 27370

OVERVIEW

The City of Trinity's marketing plan will support the outreach of useful information and event knowledge to its residents. The city of Trinity will gain an advantage of being the source of information to its residents instead of the public learning from other social sites; therefore, creating the tone of the message we want to convey to our community members.

In today's digitally interconnected world, the ATCOC recognizes the importance of being a reliable source of information for its residents. By proactively sharing valuable insights and event updates directly with our community, we aim to foster a sense of trust and unity. Serving as the primary hub for news and happenings within Trinity, we seek to create a welcoming and informed atmosphere where residents feel empowered and engaged. Through our marketing efforts, we aspire to strengthen the bond between the city and its inhabitants, shaping a vibrant and inclusive community where everyone's voice is heard and valued.

Together, we can build a brighter future for Trinity, inspired by shared knowledge and collaboration.



About the A-T Chamber of Commerce

The Archdale-Trinity COC has historically represented a membership of local businesses and organizations by hosting community and networking events.

In addition to fostering connections and collaborations among its members, the Archdale-Trinity COC also plays a crucial role in promoting economic growth and development in the region. Through its various initiatives and programs, the chamber of commerce strives to support local businesses and organizations in reaching their full potential. By providing resources, advocacy, and a platform for engagement, the Archdale-Trinity COC helps create a thriving and vibrant business community that benefits both its members and the broader society. From organizing workshops and seminars to facilitating partnerships and sponsorships, the chamber of commerce remains dedicated to enhancing the overall well-being and prosperity of the area it serves. With a strong foundation built on unity, diversity, and collaboration, the chamber continues to be a cornerstone of success for the local business community.

ROLES:

- **Advocacy:** Chambers advocate for the interests of businesses at the local, state, and federal levels.
- **Networking:** Chambers provide opportunities for businesses to connect and network with each other. This can lead to partnerships, collaborations, and business growth.
- **Resources:** Chambers offer resources and support to help businesses thrive, such as business workshops, seminars, and access to business development tools.
- **Economic Development:** Chambers work to attract new businesses to the area, support existing businesses, and promote economic growth and prosperity in the community.
- **Community Engagement:** Chambers engage with the local community, supporting initiatives that benefit both businesses and residents. This can include events, sponsorships, and community outreach programs.
- Overall, a chamber of commerce serves as a vital resource for businesses of all sizes, helping to create a thriving and supportive business environment.



The Mission

LIVE. GROW. ENJOY

Our community's commitment to safety and growth sets the foundation for a vibrant and prosperous city. With each generation, we work together to create a thriving environment where neighbors can flourish and take pride in the place they call home. By fostering a sense of unity and collaboration, we ensure that the future holds even greater opportunities for all who reside here.



The citizens of Trinity will continue to be informed with updates in all areas of public works as well as any upcoming (new) and existing community events and developments.



In addition, the partnership between the chamber and city is dedicated to fostering a sense of community by recognizing and highlighting the contributions of community members and local businesses through engaging social media posts and informative newsletters. By showcasing the efforts and achievements of individuals and organizations within Trinity, we aim to celebrate the spirit of unity and collaboration that makes our community truly special.

Project Development

Digital Marketing

For the city of Trinity, we want to develop exciting events that bring the community together and showcase an evolving city while maintaining a “hometown” spirit of our city with the help of digital marketing. From future music festivals to fun food fairs that tantalize taste buds, we aim to create experiences that residents and visitors alike will treasure.

By organizing these style events, we hope to foster a sense of belonging and pride in our city, creating memories that will last a lifetime where we come together and celebrate all that makes Trinity a special place to call home.

WHAT IS DIGITAL MARKETING?

Digital marketing encompasses online strategies to promote products or services through various digital channels like social media, email, and websites.



HOW DO WE ACCOMPLISH THIS?

To accomplish successful digital marketing for a city, there are several key strategies that can be implemented. First and foremost, it is essential to have a strong online presence across various digital platforms. This includes having a user-friendly and visually appealing website, active social media profiles, and engaging content that showcases the unique aspects of the city.

Furthermore, implementing email marketing campaigns can be an effective way to engage with residents and visitors, promote upcoming events, and share important news and updates about the city.

Overall, successful digital marketing for a city requires a strategic and multifaceted approach that focuses on building a strong online presence, targeting our audience, and utilizing various digital marketing tools and techniques to promote the city effectively.

Current Creative Ideas



WHAT ARE CREATIVE SHORT TERM IDEAS FOR OUR CITY?

We can make a huge impact on the community and local businesses. By thinking outside the box and coming up with innovative ideas, small towns can attract more visitors, increase revenue for local shops, and create a stronger sense of community pride.

- Recruiting and elevating our farmers market.
- Outdoor concerts/ Food Truck Festivals.
- Behind the scenes of residential and commercial development progress and sites.
- Networking events that educate residents on the city's goals.
- Community Event hosted at Grubb soccer fields or Braxton Craven.
- Memorial/ Labor Day parade.
- City banners or flags that distinguish the City of Trinity from neighboring cities of Archdale and Thomasville.
- Expanding our Christmas event by partnering with other local organizations.
- Monthly newsletter of updates, events and news by email marketing.

Long Term Goals

WHAT ARE CREATIVE LONG TERM IDEAS FOR OUR CITY?

When brainstorming creative marketing ideas for a city, it's important to think outside the box and showcase what makes the city unique. Here are some innovative ideas to consider:

1. **Virtual City Tours:** Create immersive virtual tours that highlight the city's attractions, history, and culture. This can be a great way to engage with potential visitors and new residents. ((The progression of the city park from start to finish))
2. **Pop-Up Events:** Organize pop-up events in unexpected locations around the city to generate buzz and excitement.
3. **City-wide Challenges:** Launch interactive challenges or scavenger hunts that encourage residents and visitors to explore different parts of the city. Offer prizes to participants to increase engagement.
4. **Co-Branding with Local Businesses:** Partner with local businesses to create unique co-branded merchandise or experiences that promote both the city and the businesses. This can help boost the local economy while showcasing the city's offerings.
5. **User-Generated Content Campaigns:** Encourage residents and visitors to share their favorite city experiences on social media using a specific hashtag. Repost and celebrate the best submissions to create a sense of community and belonging.

In today's digital age, cities have a valuable opportunity to leverage network and digital marketing strategies to foster commercial development. One effective way for a city to use network and digital marketing is by creating a strong online presence. This can include developing a user-friendly website that showcases the city's offerings, such as available commercial spaces, local amenities, and business incentives. Social media platforms also play a crucial role in promoting commercial development. Cities can utilize platforms like Facebook, Twitter, and LinkedIn to share updates on new developments, upcoming events, and success stories of businesses in the area. Engaging with the community through social media not only helps to raise awareness but also fosters a sense of pride and loyalty among residents.

202?

TRINITY: A SMALL
HOMETOWN CITY WITH
BIG CITY VISION



Our future:

Digital marketing brings residential and economic growth to the city of Trinity

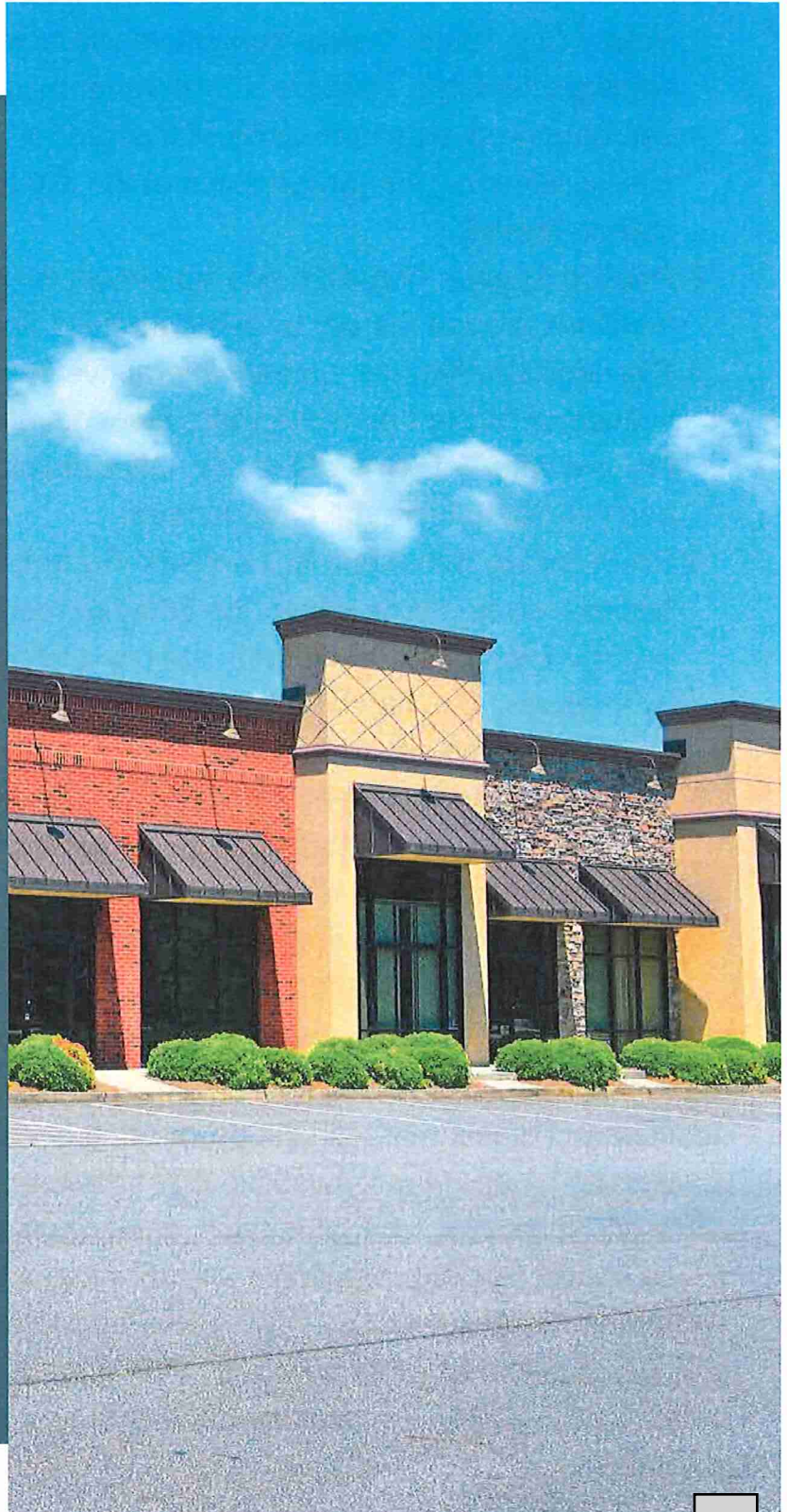


Nestled in the heart of North Carolina, Trinity radiates a unique charm that blends small-town hospitality with big-city ambition. The town's picturesque main street is lined with shops and cozy cafes, inviting locals and visitors alike to explore its hidden gems.

What truly sets Trinity apart is its forward-thinking approach to community development. The town council has implemented innovative sustainability initiatives, such as community gardens and renewable energy projects, to ensure a greener future for generations to come.

Residents take pride in their close-knit community, where neighbors look out for one another and come together for lively festivals and events throughout the year.

As you stroll through the city branded streets of Trinity, you can't help but feel the sense of possibility in the air. With its blend of small-town charm and big-city vision, Trinity is not just a place to live – it's a place to dream and thrive.



In addition to the services mentioned above, the contract will also include regular progress reports to ensure transparency and accountability. Both parties (CM and COC president) agree to meet to review the effectiveness of the services provided and make any necessary adjustments to achieve the set goals. The collaboration between the city of Trinity and the Archdale-Trinity Chamber of Commerce aims to enhance the local community, promote economic growth, and foster a vibrant business environment for all stakeholders involved. By working together towards a common vision, we seek to create a thriving and sustainable future for Trinity, its residents and future development.

The partnership between the city of Trinity and the Archdale-Trinity Chamber of Commerce is a testament to the dedication both entities have towards the betterment of their community. Through open communication and a shared commitment to progress, this collaboration is poised to make a lasting impact on the local landscape. By fostering an environment where businesses can flourish and residents can thrive, the vision of a vibrant and sustainable future for Trinity is within reach. Together, through innovation and collaboration, we can build a stronger community where opportunities abound and prosperity is shared by all.

This contract is valid for one year and shall be reviewed and adjusted at each budget year. Services will change as city development continues. Any line item requiring adjustment to better align with the city's needs may be modified before July 1, 2024.

Ashlee Willett
Archdale-Trinity Chamber of Commerce
President

Ashlee M. Willett

Stevie Cox
City of Trinity
City Manager

Crystal Postell
City of Trinity
Finance Director

Bob Wilhoit
City of Trinity
Attorney



MEMORANDUM

TO: Richard McNabb, Mayor
City Council Members

FROM: Stevie Cox, City Manager

CC: Crystal Postell, Finance Director
Robert Wilhoit, City Attorney

VIA: Staff

DATE: May 16, 2024

REF: City Manager's Budget Statement for the Proposed Fiscal Year 2024 – 2025 Budget

Summary:

This is the City Manager's Budget Statement for the Proposed Fiscal Year 2024 – 2025 Annual Budget. On May 13, 2024, the City Manager made a formal presentation of the Proposed Fiscal Year Budget. A public hearing was held immediately after this presentation. There were no public comments for or against the proposed budget.

Budget Statement:

The City of Trinity's Charter stipulates that the Chief Administrative Officer develop a description of the significant changes and highlights of the budget and program priorities and submit them to City Council with the proposed Fiscal Year Budget. I am pleased to present the proposed budget for the fiscal year beginning July 1, 2024 running through June 30, 2025. The City's budget, a carefully constructed plan for the operation of the City, was developed over the past six months by the City's Management Team and City Council. It is a balanced and workable outline for the expenditure of funds to continue the services that provide for the public safety, welfare, and quality of life of all the citizens of Trinity.

The budget reflects City Council's and Management's continued commitment to long-range strategic planning and City Staff's teamwork and collaboration in providing high-value services to Trinity's citizens and customers. This budget letter

Office of the City Manager
City of Trinity, 5978 NC Highway 62, P.O. Box 50, Trinity, North Carolina 27370
Phone – (336) 431-2841 Fax – (336) 431-5079

provides a high-level summary of some major components of the budget and the prior year's accomplishments. The other sections of the budget document outline the budget in much more detail, both in departmental summary and by specific fund. The manager's proposed budget reflects a fiscally responsible approach to meet current demands while maintaining the City's strong financial position. Furthermore, it provides a look at future budgetary demands.

By way of brief highlights, you will note an effort to focus on recovery and reinvestment. To that end, this budget emphasizes the following strategic goals:

- ❖ Preserving and enhancing general and enterprise funds reserves.
- ❖ Investing in human resources to ensure organizational capacity and stability.
- ❖ Advancing capital projects that are impactful.
- ❖ Planning for future growth and development.

In Fiscal Year 2023 – 2024 Budget, the City Council adopted a goal-oriented budget that focused on connecting projects to each budgetary expenditure. By doing so, there were specific goals set for the City Council and Staff to achieve. City Staff has made considerable progress to complete most of those goals and some will have to be completed in the Fiscal Year 2024 – 2025. I would like to highlight a few of those accomplishments.

Progress on the Interlocal Sewer Connection with the City of High Point. The City has completed the acquisition of all the easements for this project in February 2024. WithersRavenel has completed the project's design. All documents have been submitted to the North Carolina Department of Environmental Quality for review and approval in February 2024. The project bid packet should be released, and contract award should take place during the fourth quarter of Fiscal Year 2023 – 2024. Construction should commence during the first quarter of Fiscal Year 2024 – 2025.

Renovation of the Old City Hall. The Old City Hall Renovation was completed in October 2023. City Staff and the Sheriff Department are working on completing some punch list items. The installation of the new digital sign was installed April 2024. The Sheriff Department should be in full possession of the structure by the beginning of Fiscal Year 2024 – 2025.

Vision Trinity Comprehensive Land Use Plan. The Vision Trinity Comprehensive Land Use Plan was completed and adopted in the first quarter of Fiscal Year 2023 – 2024.

Distinguished Budget Presentation Award. In September 2023, the City was presented with the Distinguished Budget Presentation Award for the second year in a row by the Government Finance Officers Association for Fiscal Year 2023 – 2024.

This is a direct reflection of the efforts of City Staff and moving forward the City Council's budgetary mission for the Fiscal Year.

Family Park and Recreation. In November 2023, the City was awarded a Strategic Planning Grant from the Randolph County Commissioners. This grant shall cover some if not all the cost of completing a systemwide Parks and Recreation Master Plan. The Master Plan is a necessary component to apply for the Parks and Recreation Trust Grant or other funding. This grant award was \$80,000. The Parks and Recreation Master Plan will be completed in the third quarter of Fiscal Year 2024 – 2025.

Business Recruitment: The City Staff have been actively working on recruiting a grocery store and supporting retail around the anchor store. The City Staff will continue their efforts in the coming Fiscal Year. Ongoing.

New Website and Agenda Management System: In August 2023, the City was able to launch our new website and the agenda management software system from Civic Plus.

New Generator for City Hall: In Fiscal Year 2022 – 2023, the City of Trinity received a local funding allocation from the North Carolina General Assembly. The City Council allocated a portion of these funds for the purchase of a new generator for the City Hall. In April 2024, the generator was delivered. It is expected that the generator will be fully operational by June 2024.

Fiscal Year 2023 – 2024 State Funding Allocation: In April 2023, the City submitted a local funding request letter to Representative Brian Biggs for over \$10.5 million worth of projects. In November 2023, the City was awarded \$4.5 million for infrastructure projects. In January 2024, the City Council approved allocating these funds as gap funding for the Interlocal Sewer Connection Project with High Point.

Fiscal Year 2023 – 2024 State Funding Allocation: In April 2023, the City submitted a local funding request letter to Representative Brian Biggs for over \$11 million worth of projects. In November 2023, the City was awarded \$4.5 million for infrastructure projects. In January 2024, the City Council approved allocating these funds as gapped funding for the Interlocal Sewer Connection Project with High Point.

During the March 2024 Council Retreat, the City Council established a list of goals for the upcoming budget year. The following is a brief overview of those goals.

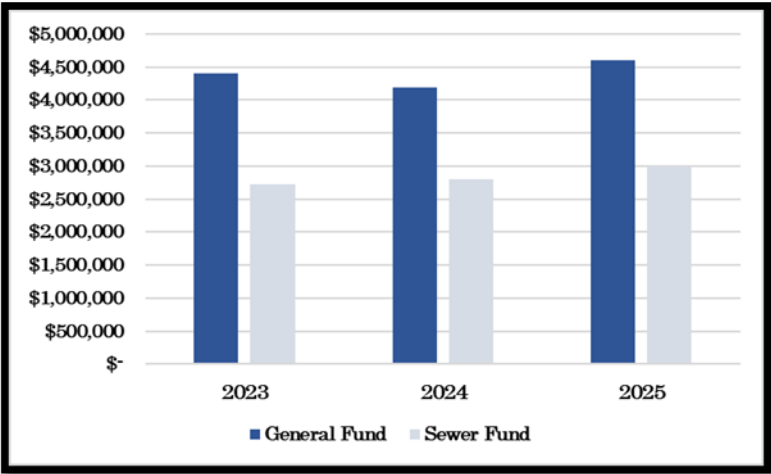
1. **Park, Trails and Greenways:** In Fiscal Year 2023 – 2024, the City was awarded an \$80,000 Strategic Planning Grant from the Randolph County

Commissioners that will be used to complete a Parks and Recreation Master Plan. The Master Plan will be awarded to a consulting firm at the June 2024 City Council Meeting and work to commence in July 2024. The Master Plan will assist the City in applying for grant funding and planning the phase development of the park.

2. **Sewer Expansion Study:** City Staff has been instructed to move forward with completing a sewer expansion study. The study will identify areas within the City where sewer service might be extended.
3. **Interlocal Sewer Connection with the City of High Point Summarization:** The City is moving forward with this project. All easements for this project were secured in the third quarter of Fiscal Year 2023 – 2024. The bid packet for this project is expected to be approved in April 2024. The bid packet will be released in May/June 2024. The project should be awarded in the first quarter of Fiscal Year 2024 – 2025. The projected completion date is December 2026.
4. **Digitizing Public Records:** The City Staff has been instructed to move forward with securing bids to digitize City files and records. This is being requested to improve retention and being able to search files from prior years. City Staff will prepare a request for proposals that will be presented to City Council in the first quarter of Fiscal Year 2024 – 2025. This project should be awarded during the fourth quarter of Fiscal Year 2024 – 2025.
5. **Two Additional Deputies:** The City Council stated that they would like the City of Trinity to have 24 hours per day law enforcement coverage. Therefore, the new budget will include the addition of two additional officers. This would include all costs associated with this.
6. **Council Chamber Improvements:** City Staff will move forward with making some minor needed improvements to the City Council Chambers. These improvements shall include: painting the Council Chambers, cleaning the carpets, fixing the microphones, and monitors for the City Council.

The overall budget reflects an increase of \$597,076 (8.54 %) for both the General Fund and Sewer Fund when compared to the 2023-2024 Fiscal Year Budget (\$6,993,024) versus 2024-2025 (\$7,590,100). This can be analyzed as follows:

Actual and Proposed Discal Year Budgets



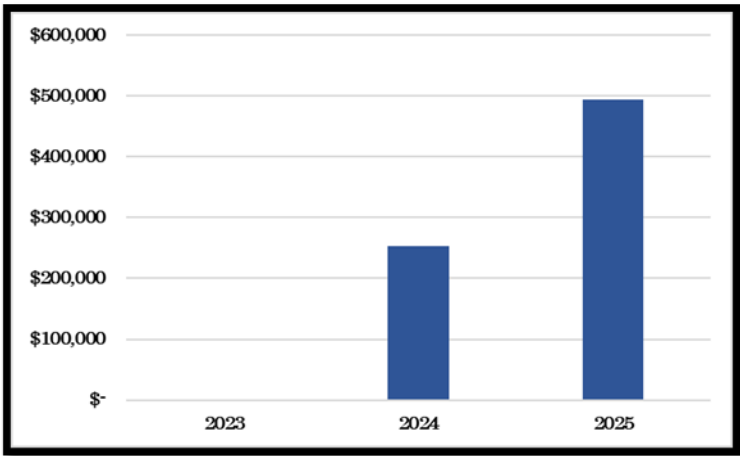
General Fund Summary

In Fiscal Year 2024-2025, the General Fund reflects an increase of \$410,894 (9.81%) compared to Fiscal Year 2023-2024 with no changes to the City current tax rate. This is due to the following:

- Addition of two (2) deputies that will allow for the City to have 24/7 law enforcement coverage.
- Addition of one (1) more grant agency for Marketing
- Updates to Council Chambers

There will be a proposed Fund Balance appropriation of \$124,567 for Fiscal Year 2024-2025 versus an appropriation of \$178,218 from the Fiscal Year 2023-2024.

General Fund Summary

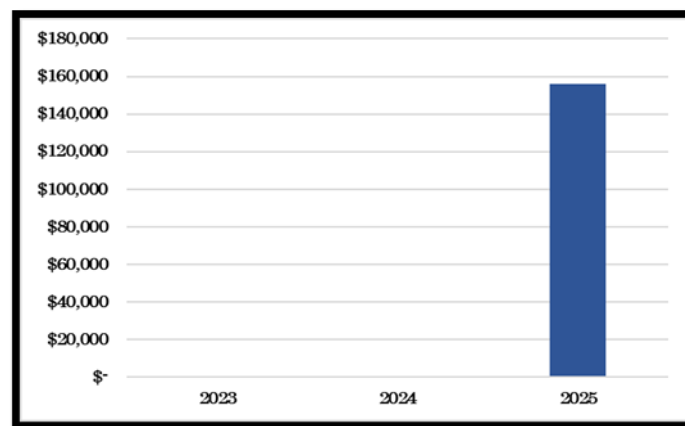


Sewer Fund Summary

The Sewer Fund reflects an increase of \$186,182 (6.67%) when compared to the Fiscal Year 2023-2024 Budget of \$2,806,169 versus the Fiscal Year 2024-2025 Budget of \$2,992,351.

The Sewer Fund increase is due to an increase of 4.5% from the City of Thomasville for our sewer treatment services. There is a Net Position appropriation of \$156,196 for Fiscal Year 2024-2025 versus no appropriation from the prior Fiscal Year 2023-2024.

Net Position Allocation



Summarization

The City Staff has dedicated resources to address each of these priorities. We have included each in the proposed Capital Improvement Plan with estimated budget amounts and the Fiscal Year that the priorities will be addressed. The City Staff will work with our local, state, and federal partners to achieve all these priorities. Furthermore, we will seek grant funding and opportunities to partner with other agencies to achieve those goals.

In conclusion, I would like to thank the City's Management Team for their commitment to addressing the needs of the City Residents. I would especially like to thank Finance Director Crystal Postell and Payroll Administrator Lisa Beam for their work to make sure that the numbers within this proposed budget are balanced. Therefore, it is my pleasure to submit to the City the Proposed Budget for Fiscal Year 2023 – 2024.

Recommendation:

Staff recommends that the City Council vote to approve and adopt the Proposed Fiscal Year 2024 – 2025 Budget and Budget Ordinance. This is contingent upon any changes or additions to the proposed budget.

Attachment:

Proposed Fiscal Year 2024 – 2025 Budget and Budget Ordinance



BUDGET ORDINANCE FOR THE CITY OF TRINITY GENERAL, PARKS AND RECREATION, SEWER, AND SEWER CAPACITY FUNDS FOR FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025

BE IT ORDAINED by the City Council of the City of Trinity, State of North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the City government and its activities for the fiscal year beginning July 1, 2024, and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this City:

	Increase (Decrease)
General Government	\$ 1,580,644
Public Safety	827,840
Public Services	1,154,840
Economic Development	26,200
Special Appropriations	66,050
Powell Bill Funds	120,400
Transfers to Sewer Fund	88,760
Transfer for G.O. Bonds	733,015
Total Appropriations	\$ 4,597,749

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

	Increase (Decrease)
Ad Valorem	\$ 976,000
Other Taxes	90,100
Unrestricted Intergovernmental	2,275,674
Restricted Intergovernmental	200,560
Permits and Fees	18,000
Sales and Services	490,000
Investment Earnings	52,500
Miscellaneous	1,000
Appropriated Fund Balance	493,915
Total Estimated Revenues	\$ 4,597,749

Section 3. The following amounts are hereby appropriated in the Parks and Recreation Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025 in accordance with the chart of accounts approved for the City:

	Increase (Decrease)
Parks and Recreation Operations	\$ 83,300
Total Appropriations	\$ 83,300

Section 4. It is estimated that the following revenues will be available in the Parks and Recreation Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

	Increase (Decrease)
Restricted Intergovernmental	\$ 80,000
Other Operating Revenues	3,300
Total Esimated Revenues	\$ 83,300

Section 5. The following amounts are hereby appropriated in the Sewer Fund for the operation of the sewer utilities for the fiscal year beginning July 1, 2024, and ending June 30, 2025, in accordance with the chart of accounts heretofore approved for the City:

	Increase (Decrease)
Sewer Utility Operations	\$ 1,342,100
Debt Service	1,650,251
Total Appropriations	\$ 2,992,351

Section 6. It is estimated that the following revenues will be available in the Sewer Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

	Increase (Decrease)
Sales and Services	\$ 1,917,780
Other Operating Revenues	-
Investment Earnings	21,600
Transfer from Sewer Capacity Fund	75,000
Transfer from G.O. Bonds	733,015
Transfer from General Fund	88,760
Appropriated Net Position	156,196
Total Estimated Revenues	\$ 2,992,351

Section 7. The following amounts are hereby appropriated in the Sewer Capacity Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025, in accordance with the chart of accounts heretofore approved for the City:

	Increase (Decrease)
Transfer to Sewer Fund Debt Service	\$ 75,000
Total Appropriations	\$ 75,000

Section 8. It is estimated that the following revenues will be available in the Sewer Connection Fee Reserve Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

	Increase (Decrease)
Fees	\$ 75,000
Total Estimated Revenues	\$ 75,000

Section 9. Appropriations herein authorized and made shall have the amount of outstanding Purchase Orders as of June 30, 2024 added to each appropriation as it applies, in order to honor legal and contractual obligations that have been in accordance with budgetary authorization under the Fiscal Year 2023 – 2024 Annual Budget and in order to properly account for the payment in the fiscal year in which it is paid.

Corresponding changes shall be made to Appropriated Fund Balance/Net Position, Debt Proceeds, or other revenue category if applicable as the funding source, and/or addition to Fund Balance/Net Position.

Section 10. There is hereby levied a tax at the rate of 10 cents (\$0.10) per one hundred dollars (\$100) valuation of property as listed for taxes as of April 10, 2024, for the purpose of raising the revenue listed “Ad Valorem” in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$1,019,181,767 and an estimated rate of collection of 98%.

Section 11.

The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- Officer may transfer amounts up to \$10,000 between objects-of-expenditure within a department with an official report on such transfers at the next regular meeting of the City Council.
- Officer may transfer amounts up to \$10,000 between departments within the same fund and function with an official report on such transfers at the next regular meeting of the City Council
- Officer may not transfer amounts between funds nor from any contingency appropriations within a fund.

Section 12. Copies of the Budget Ordinance shall be furnished to the City Clerk and to the City Manager and Finance Director to be kept on file by them for the direction in the disbursement of funds.

Richard McNabb, Mayor

Attest:

Darien Comer, City Clerk



MEMORANDUM

TO: Richard McNabb, Mayor
City Council

FROM: Stevie Cox, City Manager

VIA:

CC: Bob Wilhoit, City Attorney
Crystal Postell, Finance Director

DATE: June 4, 2024

REF: Trinity Parks and Recreation Master Plan Strategic Planning Gap Funding Request

Summary:

In November 2023, the City of Trinity was awarded an \$80,000 Strategic Planning Grant from Randolph County to cover the cost for a Parks and Recreation Master Plan for the construction of a multi-purpose park and recreation complex. This is a request for approval of an additional Strategic Planning Grant to be used as Gap funding for this project.

Background:

In 2001, the City of Trinity acquired a 31.38-acres site that was going to be used for the construction of a new city hall and a park. At this same time, the City had a parks and recreation master plan conducted that gave several options for the development of the parks and a phase construction approach. Furthermore, it included a plan for the development of greenways and trail system.

Recently, the City has approved the ten residential development subdivisions that will create over 1,400 homes over the next five years. Trinity population will grow from 7,100 to almost 10,000 people over this period. There will be an increase in demand for recreational opportunities for families and adults that is located inside the Trinity City Limits.

In 2022, the City Council established as a goal for the construction of a new park that would benefit our residents. This was included in the City Capital Improvement Plan for Fiscal Year 2022 – 2023 and Fiscal Year 2023 – 2024. In 2023, the City Council

approved and adopted the new Vision Trinity Comprehensive Land Use Plan. The Comprehensive Plan stated that “The City is experiencing growth in residential and non-residential development. Trinity residents highlight the need for more recreation space, greenways, and recreational activities for all ages, especially the youth. Residential throughout the public participation in creating this comprehensive plan, wanted more recreation spaces in planned parks”.

The Randolph County Strategic Plan Grant would allow the City of Trinity to move forward with securing a firm to develop a Master Plan for this site. This would include the construction of a new park and the development of greenways and trails. Once the Master Plan has been completed, the City would be able to leverage the results of this study to secure a Parks and Recreation Trust Fund Grant. In addition, we would seek additional funding to complete each phase of this park. The park would allow for the City to have dedicated public space for community events and a festival. Furthermore, it is a goal for this park to serve as a veteran’s park to remember those who have served and given their lives on behalf of our Country.

On November 6, 2023, the Randolph County Commissioners received a presentation from Trinity City Manager and Councilman Robbie Walker about how the City would use this grant. Mr. Walker stated that the funds would be used to cover the cost of the Parks and Recreation Master Plan. Mr. Cox stated that the City would also leverage those funds and the study to secure additional grant funding to construct and develop the park. After some additional discussion, the Randolph County Commissioners approved and awarded the City of Trinity an \$80,000 Strategic Planning Grant. On November 13, 2023, the City Council approved and accepted the Randolph County Strategic Planning Grant for \$80,000 that will be used to cover the cost of the Parks and Recreation Master Plan. Furthermore, the City Council instructed City Staff to move forward with releasing a request for proposals for the Parks and Recreation Master Plan.

In February 2024, City Staff moved forward with preparing and releasing a request for qualifications for the Parks and Recreation Master Plan. This would include a citywide plan, a site-specific plan and preparing grant applications for additional funds to move forward with the development of a new park. In March 2024, the City received formal bids from the following firms: McGill and Associates, Withers Ravenel and the Wooten Company. Interviews were conducted with all three firms. The City moved forward with negotiations with Withers Ravenel to secure a contract for this project. In April 2024, Withers Ravenel submitted a complete quote of \$97,000 for the entire project.

In May 2024, the City Council approved and awarded the contract to Withers Ravenel for this project contingent upon the final approval of the contract by the City Attorney and to appropriate \$17,000 from the general fund to cover the remaining balance in the current fiscal year and for staff to apply for GAP funding from Randolph County Strategic planning Grant. On June 3, 2024, the City Manager made a formal presentation of a Strategic Planning Funding Award Increase in the amount of \$34,000. After some discussion, Randolph County Commissioners awarded the City of Trinity \$17,000 in Gap Funding to cover the remaining cost of the Parks and Recreation

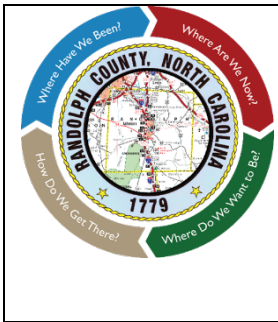
Master Plan and an additional \$8,500 to cover the cost of marketing and miscellaneous costs related to this project.

Recommendation:

Staff recommends that the City Council approved to accept the additional Randolph County Strategic Planning Grant for \$25,500 Strategic Planning Grant that will be used to cover the additional cost of the Parks and Recreation Master Plan and miscellaneous costs related to this project.

Attachments:

Randolph County Strategic Planning Program Implementation Application
Withers Ravenel Contract



RANDOLPH COUNTY STRATEGIC PLANNING PROGRAMS AND IMPLEMENTATION

Section 7f.

Application to Request 2023 Funding

I. General Information

Agency Name: CITY OF TRINITY

Address: 5978 NC HWY 62, PO BOX 50
TRINITY, NC 27370

Type of Agency: ☒ Government/Public Authority ☐ Non-Profit ☐ Private
(check one)

Telephone: 336.431.2180

Fax:

Website: WWW.TRINITY-NC.GOV

Contact CRYSTAL POSTELL

Telephone: 336.431.2180

E-Mail cpostell@trinity-nc.gov

Name of Project: GAP FUNDING - TRINITY PARKS AND RECREATION MASTER PLAN

Total County Funding Requested: \$ 34,000

Please submit the following with your application. If an item is not applicable to your organization, please indicate this by an "N/A" and explain why it is not applicable.

☒ Audited Financial Statement for 2022, including Management letter, if not already submitted. **Note: Audited Financial Statements are required to be submitted to the County every year funds are expended.**

If a Not-For-Profit Agency, please provide these additional items, if not already submitted:

_____ Copy of 501(c) 3 Letter of Tax Exemption unless previously submitted

_____ Copy of Form 990. Federal Tax return for 2022.

_____ Copies of Articles of Incorporation and Bylaws unless previously submitted (if applicable).

_____ Agency Organizational Chart

_____ Current Board of Directors Roster with names, addresses, office terms, and professional and/or Community Affiliations.

_____ Copy of the Code of Ethics or Conflict of Interest Policy

Note: Failure to disclose all requested information may automatically disqualify an agency for funding consideration. Please contact Will Massie (336-318-6310) with any questions.

I have reviewed this application for accuracy and agree with all of the information included. I understand that Randolph County requires audited financial statements for each year that County funding is provided.

_____ Signature

FINANCE DIRECTOR

Title

08/14/2023

Date

II. Organizational Information

A. Program/Agency Description: Please provide a brief description of the Agency's mission and goals. The

The City of Trinity is seeking \$34,000 in gap funding for their Parks and Recreation Master Plan. This gap funding will cover the entire cost of the master plan, the site-specific plan and grant submission process for the Parks and Recreation Trust Fund Grant. The City will use \$17,000 to cover the additional cost for the master plan. The other \$17,000 will be used to cover incidental costs, the production of a promotional video for the master plan and all other related expends like professional services provided by the City Attorney

B. Please list and describe the major programs and services your organization currently provides:

Currently, the City of Trinity does not have recreation programs. However, the City does offer sewer and trash services. Also, the City of Trinity has water services provided by Davidson Water, Inc.

III. Funding Purpose:

Identify which of the following Randolph County strategic planning goals your request will serve to advance. Refer to the attached summary of goals and insert the appropriate code (e.g. PH-A1):

	Public Health – Goal #PH-B1
	Public Safety – Goal #
	Well-Being - Goal #WB-E1

A. Problem Statement: Identify the problem or need this funding will address. This must specifically correspond to the strategic planning goal. Please include recent data to show how much of a problem exists in this service area.

The creation of a revised Parks and Recreation Master Plan would address the creation of a community park. Currently, the City of Trinity do not have any resources to preserve and improve the well-being of our residents. If the City is able to build a small park it would contribute to our community identity, provide active recreational opportunities, appeal to all ages' health and well-being, and create valuable green space.

B. Scope of Service: Briefly describe how the requested funding will be utilized and detail the services provided in the program for which you are requesting funding. Describe the target population that will be directly impacted by County funds. Please include who, where the population is located, why chosen, and how they will benefit.

The funding requested would allow the City to update our 2009 Parks and Recreational Master Plan. A current Parks and Recreation Master plan is a requirement to apply for the Parks and Recreation Trust Fund Grant. This funding would allow the City of Trinity funding for the planning of park and trail. Furthermore, it would allow us to develop an area for a farmer's market and a library kiosk. The farmer's market will allow an opportunity for City residents to be able to purchase fresh fruit and vegetables that are locally grown in the community. The new park and trail systems would contribute to the health and wellness of our community. The new park, trail system, and farmer's market will create valuable green space that could provide both active and passive recreational opportunity for everyone in our community.

C. Partnerships: List all community and governmental partnerships your agency has developed to provide this service. What other community agencies or County departments provide similar services in Randolph County?

The closest community park to the City of Trinity would be the City of Archdale owned and operated Creekside Park

D. If the County declines to fund your request, please describe the impact on the program and alternative plans you may have to fund this program.

If our funding is declined, the City of Trinity would not have the support of some of our City Council members to update the City's Parks and Recreation Master Plan. The declined of funding would harm the City of Trinity ability to seek other other financial resources for a park. If funding is declined, the City would have to appropriate General Fund's Fund Balance which could not be approved by the Trinity City Council.

IV. Goals and Objectives:

A. Program Objectives

To the extent possible, please indicate your performance objectives for the proposed program. List at least two goals of the program and the initiatives you will undertake to accomplish those agency goals. Please describe the measures you will use to evaluate effectiveness and program outcomes.

Example:

Program Objective: Improve standard of living for citizens through educational opportunities.

Goal	Initiative	Measure	Target
Increase test scores	Offer after school programs to participants	Number of participants served Test Scores increase	100 participants 25% increase in test scores

Program Objective: Update Parks and Recreation Master Plan

Goal	Initiative	Measure	Target
Development of a Park	Offer both an active and passive recreational opportunities	Number of residents served	100% of Trinity's population

Program Objective:

Goal	Initiative	Measure	Target

Has your elected officials / board of directors approved these program goals?

Yes _____

V. Financial Information

Detailed Project Budget

Please disclose how the funds requested and other funds are proposed to be used for the project. **Note: This information can be provided on a separate sheet and attached to the application.**

Revenues:	TOTAL PROJECT BUDGET		
	COUNTY FUNDS	OTHER FUNDING SOURCES	TOTAL
Randolph County	80,000.00	0.00	80,000.00
Randolph County	34,000.00	0.00	34,000.00
Total Revenues:	114,000.00		114,000.00

Expenditures	Total Project Budget		
	COUNTY FUNDS	OTHER FUNDING SOURCES	TOTAL
Salaries and Benefits			
Operating Expenses			
Contracted Services	114,000.00		114,000.00
Capital			
Total Expenditures	114,000.00		114,000.00

April 19, 2024

Mr. Stevie Cox, City Manager City
of Trinity
5978 NC Highway 62, PO Box 50
Trinity, NC 27370

RE: **Agreement for Professional Services**
CIP Budget, Park System Master Plan, PARTF Application, Community Park Master Plan Trinity, North
Carolina
WithersRavenel Project No. 24-0203

Dear Mr. Cox,

We want to thank you for the opportunity to provide this proposal to prepare a Park System Master Plan in addition to conducting master planning services for the new Community Park. Our Design + Planning Group has extensive experience with these types of projects, and we are very excited about the opportunity to work with the City of Trinity and the community to develop plans which will serve as a road map for future improvements and strengthen the City's position for funding opportunities. Furthermore, we have partnered with C Design to provide input on potential building/facility needs and costs to help guide plan development. We believe that this approach is comprehensive but can be tailored further to meet the City's specific needs.

Per your request, the following defines services that would be provided to prepare a Park System Master Plan, preliminary Master Plan for the Community Park, preliminary CIP budget information for Phase I of the Community Park, and a PARTF application.

Please review the attached document and feel free to contact us anytime to discuss. We are looking forward to the opportunity to work with you!



Daniel Rauh, AICP
Project Manager
(919) 238-0416
drauh@withersravenel.com



Cindy Szwarcop, AICP
Practice Area Lead
(919) 244-5899-
cszwarcop@withersravenel.com

Enclosure: Summary of Professional Services

City of Trinity Trinity, North Carolina

Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Trinity and formalize an agreement for the implementation and logistics for these services.

The preliminary design services portion of this agreement is based on the 33+/- acre project site located at 6703 NC Highway 62 in Randolph County, Trinity, North Carolina.

Listed below is a summary of key aspects of the Community Park Master Plan project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- Community Gathering Space
- Veteran's Memorial
- Paved Walking Trails
- Trail Connections to Trinity High School
- Dog Park
- Picnic Area(s)
- Restroom/Pavilion Building
- Picnic Pavilion(s)
- Pickleball Court(s)
- Playground(s)
- Cornhole Court
- Storybook Walk
- Future relocation of existing Public Works building (outside of the Community Park site)
- Future repurposing of existing City Council meeting building

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- ▶ City of Trinity shall be known as the "Client"; WithersRavenel shall be known as the "Consultant"; The property and overall project shall be known as the "Project"; Trinity shall be known as "City"; Randolph County shall be known as "County"; The executed agreement shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for services described in the Scope of Services are shown below. Please note that the tasks for the development of the Preliminary Community Park Phase I CIP Budget, Park System Master Plan, Preliminary Community Park Master Plan, and PARTF grant application will be run concurrently, as appropriate.

- ▶ Park System Master Plan – Estimated 9 Months
 - Project Inventory & Analysis: Estimated 2 Months
 - Community Engagement & Needs Assessment: Estimated 2 Months
 - Draft Recommendations: Estimated 2 Months
 - Final Recommendations, Implementation & Final Documents: Estimated 3 Months

- ▶ Preliminary Community Park Phase I CIP Budget: 1 Month
- ▶ Preliminary Community Park Master Plan – Estimated 10 Months
 - Due Diligence/Site Analysis: Estimated 2 Months
 - Community Needs Assessment: Estimated 2 Months
 - Draft Master Plan/OPCC: Estimated 3 Months
 - Final Master Plan/OPCC: Estimated 2 Months
 - Adoption by City Council: Estimated 1 Month
- ▶ Funding and PARTF Grant Application: Estimated 2 Months

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness of reviews by Client and other relevant outside agencies;
- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be 10 Months.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in revisions to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its “Basic Services” under the Agreement:

Task 1. Inventory & Analysis

1.1. Project Kickoff, Inventory, & Analysis

The Consultant will coordinate with all project team members to ensure that the scope, schedule, and data gaps are clear during the virtual project kick-off meeting. This will continue throughout the project process to maintain clear communication between all team members and the Client via bi-weekly project updates.

The Consultant will prepare a summary document outlining the City’s previous planning efforts, demographic trends, and other background considerations important to the planning efforts. The Client will provide the Consultant with a complete list of public and private parks/amenities with addresses, a count of all park facilities within the City (i.e. basketball courts, gymnasiums, miles of trail), and a list of all programs undertaken by the City and its partners including attendance/sign up counts, where available. The Client will provide the Consultant with all relevant site plans, master plans, renderings, and/or GIS data.

Using the information provided by the Client, the Consultant will physically evaluate the City’s park and recreation facilities using a variety of factors including conditions, accessibility, program/recreation elements, maintenance, and safety. The Consultant will evaluate the program offerings alongside demographics and community needs to provide a better understanding of the level of service these programs provide the community. The consultant will evaluate the park facility and acreage against national benchmarking standards for communities of similar size. These items will again be evaluated based on a future population projection for the City to understand how community needs may change over time. Additionally, the Consultant will develop a level-of-service map with service area boundaries for the existing facility. The map will depict geographic service gaps.

1.2. Community Park Site-Specific Evaluation

The Consultant will work with the Client to identify and gather all relevant data for the Community Park site. This includes available GIS data, ortho imagery, property information, prior plans, or studies, etc. Any gaps in data determined by the Consultant will be noted and provided to the Client prior to the project kick-off meeting.

The Consultant will visit the site as needed to document existing conditions. Documentation of existing conditions will include natural and cultural features that will influence the master plan recommendations.

The Consultant will work with City staff to develop preliminary Phase I Capital Improvement Plan line-item budgets for park improvements based on similar anticipated development costs.

Phase 1 Key Deliverables:

- ▶ One (1) virtual kickoff meeting with two (2) Consultant staff members.
- ▶ Demographic analysis and previous planning efforts (Word & PDF).
- ▶ Park and Community Park site evaluations with two (2) Consultant staff members.
- ▶ Park Evaluation Summary (Word & Excel).
- ▶ Park Facility and Program Benchmarking Summary (Word & Excel).
- ▶ Park Level of Service map and summary (PDF & Word).
- ▶ Documentation of Community Park existing conditions and site analysis (Word & PDF).
- ▶ Documentation will be provided that meets PARTF application requirements (Word & PDF).
- ▶ Community Park Phase I preliminary Capital Improvement Plan line-item opinions of cost (Excel & PDF).

Task 2. Community Engagement & Needs Assessment

2.1. Park System Master Plan

The Consultant will engage the community through in-person meetings, community surveys and by working with key stakeholders and community leaders. It is also recommended that a Steering Committee be formed and involved throughout the process.

The Consultant will host two (2) drop-in public workshops during the project. The first workshop will be to present existing conditions, demographics, and analysis results. At this meeting the community will be provided with the opportunity to express their recreation needs and aspirations. The second workshop will be to review and evaluate preliminary plan recommendations. The Client will select the venue for the workshops and will advertise the event via the City's website, and social media. Project information and surveys will be presented in both English and Spanish. During the workshops, the Consultant will attend with two (2) staff members dedicated to the Park System Master Plan materials and the Client will provide at least one (1) staff member. The Consultant will summarize the workshop results.

A community-wide survey will be conducted during the process and will be provided in English and Spanish. The consultant will use SurveyMonkey.com (or other similar survey platform) to solicit feedback from the Trinity community regarding existing park conditions and future needs. The Client will distribute the survey via City social media pages, the City website, and through in-person engagement during community events. The Consultant will summarize the survey results and will work with the Client to develop the overarching vision of the plan.

The Client will provide the Consultant with a list of up to six (6) specific stakeholders that will be interviewed as part of plan development. The Consultant will interview the stakeholders, through a mixture of email,

phone calls, and virtual interviews, and summarize those conversations for the Client. Stakeholders involved in the process include but is not limited to:

- ▶ Private recreation providers
- ▶ Trail representatives
- ▶ Representatives from Trinity High School and Braxten Craven Middle School
- ▶ Representatives from athletic leagues
- ▶ Randolph County Board of Education
- ▶ NC Department of Transportation

The Client will assemble a Project Steering Committee consisting of but not limited to local community leaders, elected officials, business owners, residents, and members of civic groups. The committee should be comprised of 6-8 members. The Consultant will host three (3) meetings (virtual, in-person, or combination of both) with the Steering Committee throughout the project to allow for the committee to review both plan materials, provide input regarding public engagement, and advise on the plan's vision and recommendations.

The Consultant will prepare a summary of community engagement efforts, the results of the efforts, and their impact on the overall direction of the Master Plan. A draft vision statement which includes project goals identified will be prepared by the consultant.

2.2. Community Park Master Plan Phase I

Based on information and findings from Task 1 and preliminary stakeholder input provided as part of Task 2.1, the Consultant will develop two (2) conceptual park design alternatives and provide these plans for review during community engagement. Alternative concepts will locate site features, activity spaces, amenities, pedestrian circulation patterns, parking areas, landscape enhancements, and storm water management facilities if applicable. Concept programming will be based on information from the City, stakeholders and the community. Following each iteration of public feedback, the Consultant will work to develop and refine the proposed program for outdoor spaces, site features, and facilities.

The Consultant and Client will attend the two (2) project drop-in workshops identified in Task 2.1 to conduct a PARTF-compliant meeting exclusively related to the Park Master Plan Phase I design. During these meetings, the Consultant will share conceptual park design alternatives and solicit feedback. This component of the workshops must be advertised separately from the System Plan component of the workshops and separate PARTF documentation will be provided.

Phase 2 Key Deliverables:

- ▶ Virtual survey hosted via SurveyMonkey.com (or similar platform).
- ▶ Stakeholder interview summary (Word).
- ▶ System Master Plan: Draft vision and goals (Word)
- ▶ Two (2) public workshops with three (3) Consultant staff members. Two (2) members will attend the Park System Plan component of the workshops while one (1) staff member will attend the dedicated, PARTF-compliant Park Master Plan Phase I meeting.
- ▶ Up to eight (8) information or planning stations with boards or maps provided by the Consultant per workshop (PDF).
- ▶ Three (3) steering committee (virtual, in-person, or combination) meetings throughout the project.
- ▶ System Master Plan: Community engagement and needs assessment summary (Word).
- ▶ Park Master Plan Phase I: Two (2) conceptual park design alternatives (PDF).

- ▶ Park Master Plan Phase I: PARTF documentation of public meetings as required (Word & PDF).

Phase 2 Consultant Responsibilities:

- ▶ Draft and summarize virtual survey.
- ▶ Interview up to six (6) stakeholders (est. up to 1 hour each) and provide summary.
- ▶ Draft vision and goals
- ▶ Develop workshop boards and maps for Client review.
- ▶ Host public workshops, including specific considerations for the PARTF Compliant Public Meeting.
- ▶ Summarize public engagement results.

Phase 2 Client Responsibilities:

- ▶ Identify and select steering committee members for project.
- ▶ Provide direction and guidance in the development of vision and goals.
- ▶ PARTF Compliant Public Meeting: For PARTF application, the Client must advertise a public meeting exclusively for discussing the PARTF grant project and obtaining comments. The meeting must be widely advertised (newspapers ads, social media, community announcement, etc.) and documentation must be provided for the PARTF application. The minutes and comments must demonstrate that the public supports the project. Meeting minutes, including discussion of the project, who was present, and public comments must be provided to the Consultant preparing PARTF application.
- ▶ Advertise survey and public workshops.
- ▶ Coordinate and schedule public workshops.
- ▶ Attend public workshops with at least one (1) staff member.

Task 3. Recommendations, Implementation, & Final Documents

3.1. Park System Master Plan

Following engagement meetings, the Consultant will work with the Client to identify a vision and recommendation for the parks and recreation system. This will include a series of action items based on the goals and objectives defined in the vision. These action items will include recommended levels of park facilities and recreation program services, individual policy considerations, and project-specific recommendations in list format.

The Consultant will also work with the Client to establish recommendations for new and/or updates for City policies and ordinances to guide future park acquisition, facility development, land use and natural resource management. The Consultant will also work with the Client to prepare a phased approach for the project recommendations. The Consultant will provide opinions of probable cost for the phased recommendations and will develop a summary list of funding sources to assist with implementation.

The Consultant will consolidate all findings and recommendations from the previous tasks into a draft Master Plan Report document and submit to the Client for review. The Client will provide the Consultant with redline revisions.

The Consultant will incorporate any provided redlines and prepare a PowerPoint presentation for the City Council. The Consultant will then present the Master Plan document to the City Council. Following the City

Council adoption meeting, the Consultant will provide all final project materials electronically to the Client via the Consultant's FTP website.

3.2. Community Park Master Plan Phase I

Based on input from community, staff, and stakeholders the Consultant will prepare a single Draft Master Plan and opinion of probable costs. This plan will be presented to staff, the steering committee, and City leadership for review.

Consultant will prepare a Final Master Plan and opinion of probable costs based on input from staff, the steering committee, and City leadership.

The Consultant will incorporate any provided redlines and prepare a PowerPoint presentation for the City Council. The Consultant will then present the Park Master Plan Phase I design to the City Council. Following the City Council adoption meeting, the Consultant will provide all final project materials electronically to the Client via the Consultant's FTP website.

Phase 3 Key Deliverables:

- ▶ System Master Plan: Draft recommendations list (Word & Excel).
- ▶ System Master Plan: Draft phasing plan (Word).
- ▶ System Master Plan: Draft opinions of probable cost (Excel).
- ▶ System Master Plan: Draft funding sources list (Word & Excel).
- ▶ System Master Plan: Final Master Plan (Word & PDF).
- ▶ System Master Plan: Adoption presentation (PowerPoint & PDF).
- ▶ Park Master Plan Phase I: Draft 2D Final Illustrative Master Plan (PDF).
- ▶ Park Master Plan Phase I: Draft Final Opinion of Probable Construction Costs (Excel & PDF).
- ▶ Park Master Plan Phase I: Draft Phasing Plan (Word).
- ▶ Park Master Plan Phase I: Final Park Master Plan Phase I (PDF).
- ▶ Park Master Plan Phase I: Budget estimate formatted to meet PARTF application requirements (PDF).
- ▶ Finalized project files (Word, Excel, PDF, & Shapefiles, as required).

Phase 3 Consultant Responsibilities:

- ▶ Draft and Final recommendations, phasing, opinions of probable cost, and funding sources.
- ▶ Up to two (2) rounds of redlines revisions based on Client feedback.
- ▶ One (1) presentation to City Council.
- ▶ Provide Client with all finalized project materials upon project completion.

Phase 3 Client Responsibilities:

- ▶ Provide Consultant with up to two (2) rounds of plan redlines.

Task 4. Funding & PARTF Application

Consultant will prepare an application for a Parks and Recreation Trust Fund grant in conjunction with the appointed project team, in accordance with the 2025 Parks and Recreation Trust Fund guidance. The

consultant will act as project manager for the application process and ensure that the scope of work and schedule are clear prior to the start of the application. Consultant will participate in funding agency application preparation training, general conference calls, coordination meetings, and review meetings with the Client during the application preparation process. Application and associated materials will be completed for review by the City by April 1, 2025, to allow sufficient time for City review, coordination, and submittal on or before May 1, 2025. This timeline is dependent on Task 3 being completed on time.

The PARTF application has numerous components, all of which are critical to preparing a competitive application and obtaining funding. The Consultant proposes to provide the following services with the Client's assistance:

- ▶ Assemble all materials necessary for the application as outlined in the agency's 2025 Parks and Recreation Trust Fund (PARTF) Grant Program guidance document (currently unreleased).
- ▶ Complete narrative, project purpose and justification, required forms, scoresheet, site vicinity map, site plan (Task 3) and organize documentation according to PARTF submittal guidance.
- ▶ Circulate information to the Client for review and approval.
- ▶ Provide Client with application documents that will need Council action and approval.
- ▶ Participate in any teleconferences needed with Agency and Client.
- ▶ Provide status reports and frequent communication relating to progress and outstanding items.
- ▶ Coordinate project materials with Design and Environmental Review Teams.

Submit the applications by the anticipated deadline of May 1, 2025 (PARTF), using the prescribed methods in the guidance.

Consultant will complete the required Environmental Review including a site visit to perform the wetland delineation and to take photos of the existing conditions/buildings for historical resources.

Consultant will coordinate review with the following agencies, as required:

- ▶ Wetlands: The Regulatory Division of the U.S. Army Corps of Engineers that can assist in identifying wetlands.
- ▶ Floodplains: flood.nc.gov which has the most recent Federal Emergency Management Agency (FEMA) floodplain data. The permitting process before construction of facilities will determine the applicable stormwater requirements for the project.
- ▶ Cultural Resources: North Carolina's State Historic Preservation Office which can assist in identifying historical and archaeological resources.

Phase 4 Key Deliverables:

- ▶ PARTF Application submitted to NC Parks, by the deadline in accord with submittal guidance, and an application copy will be provided to Client (electronic & PDF).
- ▶ Environmental Review Form and Supporting Environmental Documentation (PDF).

Phase 4 Consultant Responsibilities:

- ▶ Coordinate PARTF submittal requirements and ensure application accuracy.

Phase 4 Client Responsibilities:

- ▶ Client will provide documents that Consultant will utilize to prepare the application such as the adopted Master Plan and Documentation of Survey/Public Involvement supporting the Project.
- ▶ Client will organize and present Project to at least two (2) local groups and provide documentation, per guidance, to be used in the application. Client will provide agendas, presentations, and documentation of support for the Project to Consultant to use in the application.

D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services. Those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid for by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Architectural Services

- ▶ Building design

Landscape Architecture Services

- ▶ Landscape layout and design;
- ▶ Irrigation design;
- ▶ Hardscape design;
- ▶ Renderings;
- ▶ Public art design or commissioning;

Documents/Drawings

- ▶ Schematic Drawings as typically defined in the architectural industry;
- ▶ Conceptual Drawings;
- ▶ Sketch Plans;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;
- ▶ Record (As-Built) Plans;
- ▶ Off-site Improvements

Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ City or regulatory approvals;

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other agreements;
- ▶ Any other services not specifically listed within Section C.

E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

▶ General:

- Provide representative for communications and decisions;
- Coordination and designation of a primary contact for other consultants engaged by the Client;
- Preferred media platforms for communications with the Client;
- Provide in writing, any information as to Client's requirements for design;
- Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;

- Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
 - Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
 - Attend City meetings as required/needed;
 - Provide access to property for Consultant and subconsultants;
 - Discussions/negotiations with adjacent landowners;
 - Acquire all off-site utility and/or construction easements required for this Project;
 - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
 - All submittal, review, or permitting fees associated with the Project;
 - Any legal representation requiring an attorney at law.
- Project Specific:
- Identify Stakeholder groups;
 - Select members of Steering Committee
 - Designate benchmark systems based on discussion with Consultant;
 - Distribute meeting notices/invitations to stakeholders, community, and Steering Committee;
 - Promote the public meetings through the Client's marketing resources;
 - Provide and arrange meeting locations for all Project meetings;
 - Provide all criteria and full information as to the Client's requirements for the Project;
 - Assist the Consultant by providing all available information pertinent to the Project, including prior survey documents, deeds, reports, maps, old drawings, maintenance records, program participation records, and any other data relative to the Project;
 - Direct the Consultant to provide Additional Services as stipulated by this Agreement or other services as required.

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Inventory & Analysis	\$28,500.00
1.1	Project Kickoff, Inventory, & Analysis	
1.2	City Center Park Site-Specific Evaluation	
Task 2	Community Engagement & Needs Assessment	\$31,000.00
2.1	Park System Master Plan	
2.2	City Center Park Master Plan Phase I	
Task 3	Recommendations, Implementation, & Final Documents	\$29,000.00
3.1	Park System Master Plan	
3.2	City Center Park Master Plan Phase I	
Task 4	Funding & PARTF Application	\$7,500.00
Expenses		\$1,000.00
Total		\$97,000.00

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Trinity. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel


April 19, 2024

Signature Date

Daniel Rauh, AICP

Name

Project Manager

Title

ACCEPTED BY:

City of Trinity

Signature Date

Mr. Stevie Cox

Name

City Manager

Title


April 19, 2024

Signature Date

Cindy Szwarczkop, AICP

Name

Practice Area Lead, Design + Planning

Title

Attachments:

Exhibit I- Standard Terms and Conditions Exhibit II-
Fee & Expense Schedule

Exhibit I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may:

(a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

Exhibit II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$175
GIS Specialist	\$155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$105
GIS Survey Technician III	\$125
GIS Survey Lead	\$140
GIS Technician	\$100
GIS Analyst I	\$125
GIS Analyst II	\$140
GIS Project Manager	\$175
GIS Manager	\$225
F&AM Assistant Project Manager	\$170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$155
F&AM Project Consultant I	\$125
F&AM Project Consultant II	\$135
F&AM Project Consultant III	\$140
F&AM Project Consultant IV	\$145
F&AM Senior Project Consultant I	\$155
F&AM Senior Project Consultant II	\$160
F&AM Project Manager	\$175
F&AM Principal	\$270
F&AM Director	\$245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$120
F&AM Staff Professional III	\$160
F&AM Staff Professional IV	\$200
F&AM Senior Project Manager	\$225
F&AM Senior Technical Consultant	\$255
Geomatics	
Geomatics CAD I	\$105
Geomatics CAD II	\$125
Geomatics CAD III	\$140
Geomatics Project Manager I	\$175
Geomatics Project Manager II	\$185
Geomatics Project Manager III	\$215
Geomatics Project Professional I	\$155
Geomatics Project Professional II	\$180
Geomatics Principal	\$250
Geomatics Remote Sensing Crew I	\$225
Geomatics Remote Sensing Crew II	\$315
Geomatics Survey Crew I	\$160
Geomatics Survey Crew II (2 Man)	\$195
Geomatics Survey Crew III (3 Man)	\$240
Geomatics Senior Manager	\$225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$125
Geomatics Survey Tech IV	\$135
Geomatics Sr. Technical Consultant	\$225
Geomatics SUE Crew 1	\$195
Geomatics SUE Crew 2	\$265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400