



City of Trinity
CITY COUNCIL MEETING

June 09, 2025 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 12, 2025**
 - b. Finance Director's City of Trinity Financial Statements (*Crystal Postell, Finance Director*)**
 - c. Change Order for Powell Bill (*Crystal Postell, Finance Director*)**
- 6. Recognitions and Presentations**
 - a. Proclamation for Amateur Radio Week (*Stevie Cox, City Manager*)**
- 7. Public Hearing**
 - a. Proposed Amendments to the Water Management Ordinance (*Rodney Johnson, Stormwater Administrator*)**

b. Public Hearing and Adoption of the Updated Code of Ordinances (*Stevie Cox, City Manager*)

8. Action Agenda

a. Approval and Adoption of the Debt Management Policy (*Crystal Postell, Finance Director*)

b. Discussion on Solid Waste Services (*Crystal Postell, Finance Director*)

c. Adoption of Ordinance to Order Code Enforcement Officer to Proceed to Effectuate the Purpose of the Trinity Minimum Housing Code and NCGS 160D-1203 (*Eric Clem, SCEI Minimum Housing and Non-Residential Specialist*)

d. Planning and Zoning Market Analysis (*Crystal Postell, Finance Director*)

e. Discussion on Planning Department Personnel

f. Approval of Fiscal Year 2025 - 2026 Contracts (*Crystal Postell, Finance Director*)

9. Mayor, Council and City Manager Updates

10. Adjournment



City of Trinity
CITY COUNCIL MEETING

May 12, 2025
Trinity City Hall Annex

MINUTES

PRESENT

Mayor Richard McNabb
Mayor Pro Tem Robbie Walker
Councilmember Ed Lohr
Councilmember Debbie Jacky
Councilmember Paul Welborn
Councilmember Barry Allison

OTHERS PRESENT

City Manager Stevie Cox
City Clerk Darien Comer
Finance Director Crystal Postell
Public Works Director Rodney Johnson
Planning Jay Dale
Attorney Bob Wilhoit
Randolph County Sheriff Sgt. Cox

1. Mayor McNabb called the meeting to order and welcome guests and visitors.
2. Mayor McNabb led those in attendance in the Pledge of Allegiance and gave the Invocation.
3. **Review, amend if needed, and approve Proposed Regular Agenda**

*Motion made by Mayor Pro Tem Walker to add to the action agenda a discussion about revisiting the hiring of a Planning and Zoning Director. Second by Councilmember Welborn
Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Allison. Voting Nay: Councilmember Lohr*

Added to the Action Agenda 7E.

*Motion made by Councilmember Jacky to move 5f Adoption of the Revised Personnel Policy to the action agenda 7f, Second by Mayor Pro Tem Walker
Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Lohr, Councilmember Allison*

Motion made by Mayor Pro Tem Walker to approve the agenda as modified, Second by Councilmember Allison

Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison

4. Public Comment Period

Courtney Call - 7078 NC Hwy 62, Owner of True Beauty Salon and Spa. She was inquiring about the signs that she would like to keep up at the salon. The fee is too high, and she would rather pay something cheaper or nothing at all. She is willing to take the flags down every evening.

Randolph County Sheriff Greg Seabolt wanted to thank the Council and staff for all that has been done for the new Substation transition. He stated that this would not have been possible without the cooperation and partnership forged with the City Manager.

5. Consent Agenda Items

- a. Approval of Regular Meeting Minutes of March 10, 2025**
- b. Approval of Regular Meeting Minutes of April 14, 2025**
- c. Approval of Closed Session Minutes One for April 14, 2025**
- d. Approval of Closed Session Minutes two for April 14, 2025**
- e. Finance Director's City of Trinity Financial Statements**
- f. Adoption of the Revised Personnel Policy**
- g. Amendment to the Sewer Fund Annual Budget to Align Budget for Fiscal Year End**
- h. Adoption of Resolution in Opposition of House Bill 765 and Senate Bill 688**

Motion made by Councilmember Jacky to approve the Consent agenda as modified. Second by Councilmember Welborn

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Lohr, Councilmember Allison

6. Public Hearing

- a. Public Hearing and Adoption of the Proposed Fiscal Year 2025 – 2026 Budget**

City Manager Stevie Cox presented his budget statement to the City Council.

The overall budget reflects a decrease of \$135,518 (2.45%) for both the General Fund and Sewer Fund when compared to the 2024-2025 Fiscal Year Budget (\$7,634,366) versus 2025-2026 (\$7,498,848). The General Fund Budget will be \$4,466,840 and the Sewer Fund Budget will be \$3,032,008. This can be analyzed as follows:

In Fiscal Year 2025-2026, the proposed General Fund budget is \$4,466,840 and reflects a decrease of \$175,175 (3.78%) compared to Fiscal Year 2024-2025 with no changes to the City current tax rate. This is due to the following:

- There are no obligations to Randolph County Board of Elections
- Decrease the cost of our leasing contract
- There are no major buildings, repairs or renovations
- Decrease in contracted services
- Decrease in General Fund Transfers

There will be a proposed Fund Balance appropriation of \$20,185 for Fiscal Year 2025-2026 versus an appropriation of \$538,181 from the Fiscal Year 2024-2025.

The proposed Sewer Fund is \$3,032,008 and reflects an increase of \$39,657 (1.37%) when compared to the Fiscal Year 2024-2025 Budget of \$2,992,351 versus the Fiscal Year 2025-2026 Budget of \$3,032,308. There is a Net Position appropriation of \$260,200 for Fiscal Year 2025-2026 versus no appropriation from the prior Fiscal Year 2024-2025.

Summarization

The City Staff has dedicated resources to addressing 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 making 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 2025 – 2026.

Speaking For:

None

Speaking Against:

None

Motion made by Councilmember Jacky to approve the 2025 - 2026 Budget. Second by Mayor Pro Tem Walker

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Allison

Voting Nay: Councilmember Lohr

7. Action Agenda

a. Request for Property Rezoning - Pin #6798742704 0 Mendenhall Rd.

Planner Jay Dale presented to the City Council a request that the 4.64 acres located at Old Mendenhall Rd. PIN #6798742704, be rezoned from RA to MI-CZ. It is the desire of the property owner to operate a semi-truck repair business with conditions as per the site plan.

The property owner was sent a Notice of Violation on September 27, 2024 which led him to apply for a rezoning. On January 27, 2025, the Trinity Planning Board considered the following request and recommended **denial** as it is inconsistent with the Trinity Land Use Plan. The motion to deny was passed

with a vote of 5-0. The City Council heard the request on February 10, 2025, and voted to give Mr. Parra 90 days to clean the property and re-hear the request on May 12, 2025.

Mr. Parra and his Nephew were present and presented a power point and answered questions from the Council.

George Odell at 6562 Mendenhall Road stated that nothing has changed. The noise has calmed down some, but the trucks are still loud.

Michael Jolly from Kannapolis North Carolina was present to put a good word in for Mr. Parra's work ethics and quality.

Motion made by Councilmember Welborn to Table until the August meeting for a final decision. Required to clean up the property and bring it into compliance and have a site plan for a building, Second by Councilmember Allison
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison

b. Adoption of Ordinance to Order Code Enforcement Officer to Proceed to Effectuate the Purpose of the Trinity Minimum Housing Code and NCGS 160D-1203

SCEI Minimum Housing and Non-Residential Specialist Eric Clem presented to the Council a summary on October 4, 2024 of the two cases. The City Council was asked to adopt three separate Ordinances ordering the City's contracted code enforcement Officer to proceed to effectuate the purpose of the Trinity Minimum Housing Code and G.S. 160D-1203. These Ordinances are to Abate the Minimum Housing Code for the following addresses:

- 5464 Braxton Craven Road
- 5515 Rockford Drive

The City Council voted to re-hear the cases at the January 13, 2025 meeting, after each of the property owners requested additional time to address their properties. The Council then voted an extension ending May 12, 2025. After Ordinances are adopted, the Council will need to award the demolition bids.

5464 Braxton Craven Road

Adlois Shoffner who is one of the heirs for 5464 Braxton Craven property is working with an Attorney on finding the other heirs. Discussions with the Council about the cost for demolishing the house.

Councilmember Allison stated **For the Record**, I kind of do this for a living. I mean, folks in these situations and you're talking about spending that kind of money to rehab something and you're going to run into more problems. You could do that. You never want to make anybody tear anything down that they want to be able to fix. You've got to have the resources that you want to fix it. Anything can be fixed. There will come a time when you'll think, man, I should have listened to those guys and had it demo. You have a nice lot and build you a nice house for \$225,000 there.

Motion made by Councilmember Lohr to extend them 120 days. Motion died with no second.

Amended Motion made by Councilmember Lohr to grant an extension for 90 days, Second by Councilmember Jacky

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Lohr, Councilmember Allison

- 5515 Rockford Drive

Property owners were not present, and nothing was done with the house.

Motion made by Mayor Pro Tem Walker to instruct Eric Clem to try and notify all parties involved or any party that he has contact with by certified mail and that they have 30 days or we are going to adopt the demolition code. Second by Councilmember Allison

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Lohr, Councilmember Allison

c. Adoption of the City Council's Code of Ethics

City Manager Stevie Cox stated that there was a request for the City Council to consider adopting a Code of Ethics.

Councilmember Jacky stated **For the Record** that she had asked for this last November and was told that we had one, but it just was not presented to the Council yet.

Motion made by Councilmember Welborn to approve and adopt the City Council's Code of Ethics.

Second by Mayor Pro Tem Walker

Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison

d. Adoption of the Fund Balance Policy

Finance Director Crystal Postell stated that it is good practice for the City to establish a Fund Balance Policy to preserve the financial integrity of the City. It is fiscally advantageous for both the City and the taxpayers to set goals and provide guidance concerning the desired level of fund balance for planned and unplanned events.

Motion made by Councilmember Jacky to adopt the Fund Balance Policy, Second by Councilmember Welborn

Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison

e. Planning and Zoning Contract and Code Enforcement Contract discussion. Deferred to the June 9th Meeting Agenda.

Motion made by Mayor Pro Tem Walker to add to the June 9th Meeting Agenda, Second by Councilmember Allison

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Lohr, Councilmember Welborn, Councilmember Allison

f. Adoption of Revised Personnel Policy

Finance Director and Human Resources Director Crystal Postell gave an overview of the major revision to the Revised Personnel Policy. Those items are listed below:

- Chain of Command (*Relocate Attorney on Chain*)- Page 2
- Career Development (*Return All Costs Associated with Development*) - Page 33
- Percentage change for employee Course training (*Decreased*) - Page 34
- Grievance Procedure Against City Manager (*Changed to 20 Days*) - Page 63

Motion made by Councilmember Jacky to accept the Personnel Policy with stated amendments.

Second by Mayor Pro Tem Walker

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Lohr, Councilmember Allison

g. Consideration to Cancel the July 14th, 2025 City Council Meeting.

Motion made by Councilmember Welborn to cancel the Council meeting for July 14th, 2025, Second by Mayor Pro Tem Walker

Voting Yea: Mayor Pro Tem Walker, Councilmember Jacky, Councilmember Lohr, Councilmember Welborn, Councilmember Allison

8. Mayor, Council and City Manager Updates

Councilmember Lohr asked who has the authority to increase zoning fees like "rezonings" and "variance" fees. Mrs. Postell stated that Council has the authority to do so. He asked why Council was unaware of the changes in the last two budget cycles. Mrs. Postell informed him that all fee changes are in the budget books handed to Council for review before voting.

Councilmember Lohr expressed his desire to meet with the YMCA concerning the fields on Turnpike Rd. Mr. Cox asked if he would like a meeting to set up between the City and the YMCA. Councilmember Lohr stated he would like two Councilmembers to speak to them.

9. Adjournment

Motion made by Mayor Pro Tem Walker. Second by Councilmember Welborn,

Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison

Attest:

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: June 2, 2025

REF: City of Trinity- Monthly Financial Position Review

Summary:

The Finance Department is pleased to present the City’s Financial Position Report for the month of May 2025.

Background:

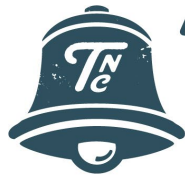
The Finance Department is committed to upholding the fiscal integrity of the City by exercising prudent stewardship of its assets and resources. Through rigorous internal controls, due diligence, and adherence to City policies, the department ensures timely and accurate financial reporting in compliance with Generally Accepted Accounting Principles (GAAP).

Recommendation:

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

Attachment:

Budget verses Actual Statements for both General and Sewer Fund

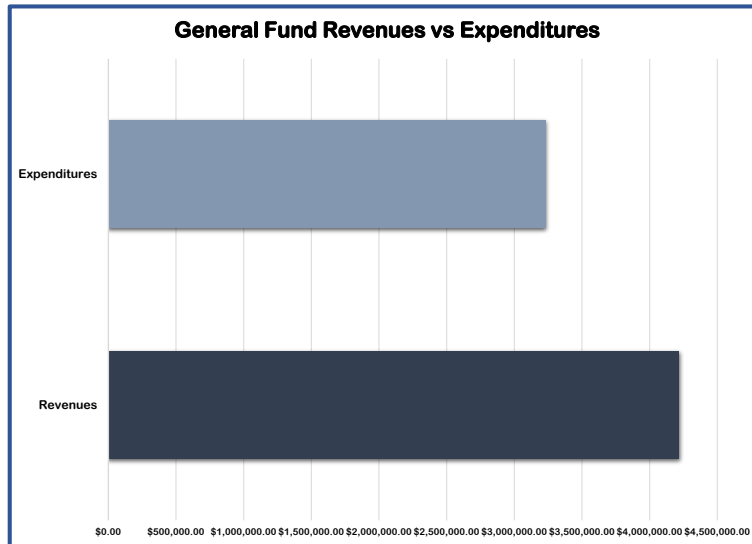


TRINITY

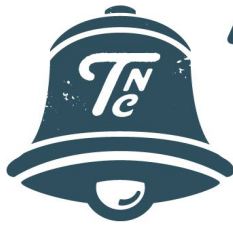
NORTH CAROLINA

General Fund Budget vs Actual Statement Ending on May 31, 2025 UP TO 91%

	Budget	Actual	Variances	
REVENUES				
Powell Bill	\$ 195,360.00	\$ 211,143.98	\$ 15,783.98	108%
Ad Valorem/ Vehicle Tax	\$ 1,066,100.00	\$ 1,010,030.83	\$ (56,069.17)	95%
Sales and Use Tax	\$ 1,675,084.00	\$ 2,104,146.92	\$ 429,062.92	126%
Solid Waste	\$ 490,000.00	\$ 477,595.22	\$ (12,404.78)	97%
Other Taxes	\$ 288,200.00	\$ 180,650.99	\$ (107,549.01)	63%
Investment Earnings	\$ 52,500.00	\$ 212,800.01	\$ 160,300.01	405%
Other Revenues	\$ 874,771.00	\$ 22,051.09	\$ (852,719.91)	3%
	\$ 4,642,015.00	\$ 4,218,419.04	\$ (423,595.96)	91%
EXPENDITURES				
Governing Board	\$ 67,900.00	\$ 57,009.74	\$ 10,890.26	84%
Administration	\$ 471,656.00	\$ 399,422.21	\$ 72,233.79	85%
Finance	\$ 319,543.00	\$ 270,029.81	\$ 49,513.19	85%
Planning/Zoning	\$ 427,774.00	\$ 381,583.97	\$ 46,190.03	89%
Public Buildings	\$ 285,415.00	\$ 35,195.22	\$ 250,219.78	12%
Animal Control	\$ 31,000.00	\$ 30,394.70	\$ 605.30	98%
Public Safety	\$ 827,840.00	\$ 423,173.45	\$ 404,666.55	51%
Powell Bill	\$ 120,400.00	\$ 31,941.92	\$ 88,458.08	27%
Street	\$ 192,200.00	\$ 171,572.78	\$ 20,627.22	89%
Stormwater	\$ 401,562.00	\$ 206,955.77	\$ 194,606.23	52%
Sanitation	\$ 582,700.00	\$ 431,449.11	\$ 151,250.89	74%
Economic Development	\$ 26,200.00	\$ 17,700.00	\$ 8,500.00	68%
General Fund Transfers; Sale Tax W/S	\$ 821,775.00	\$ 733,015.00	\$ 88,760.00	89%
Special Appropriation/Allocations	\$ 66,050.00	\$ 37,150.00	\$ 28,900.00	56%
	\$ 4,642,015.00	\$ 3,232,229.43	\$ 1,409,785.57	70%
		\$ 986,189.61		
Surplus / (Deficit)		\$ 986,189.61		



Note: The City of Trinity has collected about 91% of it's projected budgeted revenues. However, the City operational departments have expensed about 70% of our total projected annual budgets. Currently, the City of Trinity has an estimated surplus of \$986,189.61

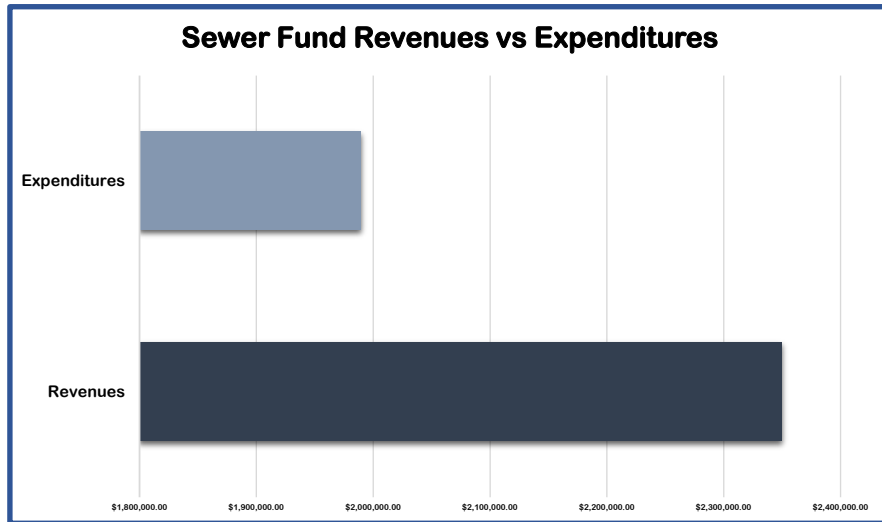


TRINITY

NORTH CAROLINA

Sewer Fund Budget vs Actual Statement Ending on May 31, 2025 UP TO 91%

		Budget	Actual	Variances	
REVENUES					
	Sewer Billing	\$ 1,880,280.00	\$ 1,442,977.74	\$ (437,302.26)	77%
	Sewer Tap Fees	\$ 37,500.00	\$ (5,100.00)	\$ (42,600.00)	-14%
	Investment Earnings	\$ 21,600.00	\$ 22,209.71	\$ 609.71	103%
	Transfer In- Sewer Capacity	\$ 75,000.00	\$ -	\$ (75,000.00)	0%
	Transfer In- General Fund	\$ 88,760.00	\$ -	\$ (88,760.00)	0%
	G.O. Bonds Debt Service Transfer In	\$ 733,015.00	\$ 733,015.00	\$ -	100%
	Other Revenues	\$ 156,196.00	\$ 156,536.00	\$ 340.00	100%
		\$ 2,992,351.00	\$ 2,349,638.45	\$ (642,712.55)	79%
EXPENDITURES					
	Sewer	\$ 2,992,351.00	\$ 1,989,747.33	\$ 1,002,603.67	66%
		\$ 2,992,351.00	\$ 1,989,747.33	\$ 1,002,603.67	66%
	Surplus / (Deficit)		\$ 359,891.12		



Note: The City of Trinity has collected about 79% of it's projected budgeted revenues. However, the City operational departments have only expensed about 66% of their total projected annual budgets. Currently, the City of Trinity has an estimated surplus of \$359,891.12 within the Sewer Fund. However, the City has not utilized all the revenues from our other fund transfers that are budgeted in this fiscal year.



Memorandum

TO: Richard McNabb, Mayor
City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie L. Cox, City Manager

DATE: 05/27/2025

REF: Change Order for Powell Bill

Summary:

The Trinity City Council awarded the 2024–2025 Street Repair and Resurfacing Program contract to Waugh Asphalt, Inc. in the amount of \$212,585.00. The contract included a 100% extension clause. The final invoice reflects a project underrun of \$198,396.21, resulting in an unspent balance of \$14,188.79. Combined with the extension clause and the remaining contract surplus, there is a total available contract capacity of \$226,773.79 that may be encumbered for additional asphalt resurfacing.

Background:

The City Council previously approved the Powell Bill Street resurfacing contract for Fiscal Year 2024–2025. The total contract capacity of \$226,773.79 will be applied toward the annual expenditure target to ensure compliance with the account's maximum allowable balance. The exact maximum remains undetermined until the two disbursement checks are received in the upcoming fiscal year. This funding will support resurfacing in the Stone Gables Subdivision, Phase 1 of Siler Street, Bordeau Drive, Chateau Drive, and Bellwood Drive from Bordeau Drive to the cul-de-sac."

Recommendation:

Staff recommend that the City Council approve the utilization of the 100% extension clause within the Waugh Asphalt, Inc. contract to proceed with resurfacing in the Stone Gables Subdivision, Phase 1 of Siler Street, as well as Bordeau Drive, Chateau Drive, and Bellwood Drive from Bordeau Drive to the cul-de-sac.

Attachments:

Abbotts Creek Engineering Extension Revised



Abbotts Creek Engineering
1008 Curry Road
High Point, NC 27265
(m) 336.906.7566

May 27,2025

To: Mr. Stevie Cox, City Manager, City of Trinity

From: Rick Austin, PE, Abbotts Creek Engineering

Background:

The Trinity City Council awarded the Street Repair and Resurfacing Program 2024-2025 contract to Waugh Asphalt, Inc. in the amount of \$212,585.00. This contract included a 100% extension clause. The final invoice shows the project underrun in the amount of \$198,396.21, leaving an unspent balance of \$14,188.79. This means, with the extension clause and the contract surplus, we have a total of \$226,773.79 contract capacity that could be encumbered for additional asphalt resurfacing.

We had considerable difficulty finding the necessary bidders and were pleased with the costs from Waugh for this work. The spending of this amount will eliminate the need for a drawdown during the next fiscal year.

Review:

This amount is close to the annual expenditure needed to stay below the maximum amount allowed in the account. The exact maximum is unknown until the future two checks are received next fiscal year. This amount will resurface Stone Gables Subdivision, Phase 1 of Siler Street; Bordeau Dr., Chateau Dr. and Bellawood Dr. from Bordeau Dr. to the cul-de-sac.

I have received verbal acknowledgment from Waugh Asphalt Inc. that they would appreciate this additional work, which is budgeted for the 2025-2026 fiscal year. Since these funds are in different fiscal year budgets, I would use a change order to achieve this accounting action.

Recommendation:

The City Council amended the Street Repair and Resurfacing Program contract in the amount of \$226,773.79 by change order.



Memorandum

TO: Mayor and City Council Members

FROM: Stevie Cox, City Manager

CC: Darien Comer, City Clerk
Robert Wilhoit, City Attorney

DATE: May 28, 2025

REF: Amateur Radio Week Proclamation

Summary:

This is a request for Amateur Radio Week Proclamation.

Background:

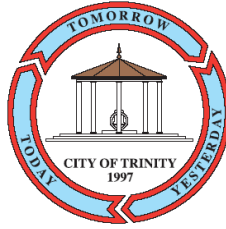
The American Radio Relay League (ARRL) is the largest membership association of amateur radio enthusiasts in the United States. ARRL is a non-profit organization and was co-founded on April 6, 1914, by Hiram Percy Maxim and Clarence D. Tuska of Hartford, Connecticut. The ARRL represents the interest of amateur radio operators before federal regulatory bodies, provides technical advice and assistance to amateur radio enthusiasts, supports several educational programs and sponsors emergency communications throughout the country. The ARRL has approximately 161,000 members. In addition to members in the United States, the organization claims over 7,000 members in other countries.

The Tri-County Radio Club is partnering with the Thomasville Rescue Squad for emergency communications preparedness and education this year. It is called Field Day and is supported nationally by the ARRL. The Tri-County Radio Club believes that amateur radio is very important to our community and has shown that it’s value recently during Hurricane Helene in Western North Carolina.

Recommendation:

Staff recommends that the City Council approve and recognize June 22nd – 28th, 2025 as Amateur Radio Week in the City of Trinity.

Attachment: Amateur Radio Week Proclamation - 2025



PROCLAMATION
Amateur Radio Week

WHEREAS, Amateur radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

WHEREAS, Amateur radio has continued to provide a bridge between peoples, societies, and countries by creating friendships and the sharing of ideas; and

WHEREAS, Amateur radio operators have provided countless hours of community service both in emergencies and to other local organizations throughout these decades; and

WHEREAS, these Amateur radio services are provided wholly uncompensated; and

WHEREAS, the American Radio Relay League (ARRL) Amateur Radio Field Day exercise will take place on June 28-29, 2025 and is a 24-hour emergency preparedness exercise and demonstration of the radio amateurs' skills and readiness to provide self-supporting communication without further infrastructure being required; now

NOW, THEREFORE, I, Richard McNabb, do hereby officially recognize and designate June 22-28, 2025, as Amateur Radio Week in the City of Trinity of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Trinity to be affixed this the 9th day of June, 2025.

Richard McNabb, Mayor



Memorandum

TO: Mayor and City Council

FROM: Rodney Johnson, Stormwater Administrator

CC: Jill Wood, Planning Director
Stevie Cox, City Manager
Robert Wilhoit, City Attorney

DATE: June 9, 2025

REF: **Public Hearing**
Proposed Amendments to the Water Management Ordinance

Summary:

During the adoption process of the New Water Management Ordinance, the North Carolina Legislature adopted new regulations (HB488/SB378) that affect the establishment of operation and maintenance agreements for Stormwater Control Management Systems (SCMs) owned and maintained by a homeowners’ association, property owners’ association, or similar entity for commercial, industrial or residential projects developed under the high-density development option.

Planning Board Recommendation:

The Planning Board met on May 27, 2025, and voted unanimously to recommend approval of the proposed amendments to the Water Management Ordinance.

Attachments:

- Proposed Amendments

Proposed Amendments to The Water Management Ordinance

SECTION 2. AUTHORITY AND GENERAL REGULATIONS

7.2-2.5 **Enforcement; Remedies for Violations**

- (A) If any subdivision, development and/or land use is found to be in violation of this Ordinance, the City of Trinity may, in addition to all other remedies available either in law or in equity, institute a civil penalty in the amount of \$250, action or proceedings to restrain, correct, or abate the violation; to prevent occupancy of the building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about the premises. In addition, the N.C. Environmental Management Commission may assess civil penalties in accordance with G.S. 143-215.6(a), Civil Penalties. Each day that the violation continues shall constitute a separate offense.
- (B) If the Administrator finds that any of the provisions of this ordinance are being violated, he shall notify in writing the person responsible for such violation, indicating the nature of the violation, and send an initial notification ordering the action necessary to correct it. He shall order correction of the violation within 90 days; discontinuance of the illegal use of land, buildings, or structures; removal of illegal buildings or structures, or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done; or shall take any action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions. If a ruling of the Water Management Administrator is questioned, the aggrieved party or parties may appeal such a ruling to the Review Board.
- (C) If the Administrator orders correction of the violation, he will re-inspect the property after 90 days. If the Administrator finds that the violation has not been completely corrected, he will issue a Notice of Violation describing the work necessary to correct the violation and requiring a plan of action within 14 calendar days. Work shall be completed within 45 days of re-inspection. Failure to bring the violation into compliance may result in a civil penalty fine of \$250. Each act of violation and each day upon which any such violation will continue or occur shall constitute a separate offense.
- (D) *Any one or all of the procedures set forth in Article 3 Enforcement, Section 3.4 Remedies, of the Trinity Land Management Ordinance, may also be used to enforce the provisions of this Ordinance.*

SECTION 4. MAINTENANCE OF STORMWATER CONTROL MEASURES

7.2-4.2 Operation and Maintenance Agreement

Prior to the conveyance or transfer of any lot or building site to be served by a *SCM* pursuant to this ordinance, and prior to issuance of any permit for *development* or *redevelopment* requiring a *SCM* pursuant to this ordinance, the applicant or *owner* of the site must execute an operation and maintenance agreement

that shall be binding on all subsequent *owners* of the site, portions of the site, and lots or parcels served by the *SCM*. Until the transference of all property, sites, or lots served by the *SCM*, the original *owner* or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement shall require the *owner* or *owners* to maintain, repair and, if necessary, reconstruct the *SCM*, and shall state the terms, conditions, and schedule of maintenance for the *SCM*. In addition, it shall grant to the City a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the *SCM*; however, in no case shall the right of entry, of itself, confer an obligation on the City to assume responsibility for the *SCM*.

The operation and maintenance agreement must be approved by the Administrator prior to plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Administrator within fourteen (14) days following its recordation.

Special Requirement for Homeowners' and Other Associations

For all *SCMs* required, pursuant to this ordinance, and that are to be or are owned and maintained by a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the association shall continuously operate and maintain the stormwater control and management facilities.
- (2) Granting to the City the right of entry to inspect, monitor, maintain, repair, and reconstruct *SCMs*.
- (3) Allowing the City to recover from the association and its members any and all costs the City expends to maintain or repair the *SCMs* or to correct any operational deficiencies. Failure to pay the City all its expended costs, after forty-five days' written notice, shall constitute a breach of the agreement. In case of a deficiency, the City shall thereafter be entitled to bring an action against the association and its members to pay or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (4) A statement that this agreement shall not obligate the City to maintain or repair any *SCMs*, and the City shall not be liable to any person for the condition or operation of *SCMs*.
- (5) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
- (6) A provision indemnifying and holding harmless the City for any costs and injuries arising from or related to the *SCM*, unless the City has agreed in writing to assume maintenance responsibility for the *SCM* and has accepted dedication of any and all rights necessary to carry out that maintenance.
- (7) The owner of the stormwater control management system shall establish, collect, and retain funds for maintenance, repair, replacement, and reconstruction costs for the owner's stormwater management system, which shall equal ten percent (10%) of the stormwater

management system's original cost of construction and shall be retained by the owner of the system.

- (8) The owner of the stormwater control management system is allowed a term of five (5) years, beginning when the stormwater control management system is approved by the City, as meeting the standards of this Ordinance, for the funds to be collected and retained by the owner of the stormwater control management system. A minimum of twenty percent (20%) of the required funds shall be collected and retained each of the five (5) years. Funds collected must be held in a segregated escrow account and used solely for the purposes of maintaining, repairing, replacing, and reconstructing the owners' stormwater control management system. Evidence of the fund balance shall be provided to the City when the annual SCM inspection reports are submitted.

- ~~(2) — Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the SCMs. If SCMs are not performing adequately or as intended or are not properly maintained, the City, in its sole discretion, may remedy the situation, and in such instances the City shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the SCMs, provided that the City shall first consent to the expenditure.~~
- ~~(3) — Both developer contribution and annual HOA funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the SCMs. Two thirds (2/3) of the total amount of the maintenance fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the SCMs. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.~~
- ~~(4) — The percent of developer contribution and lengths of time to fund the escrow account may be varied by the City depending on the design and materials of the stormwater control and management facility.~~



Memorandum

TO: Mayor and City Council Members

FROM: Stevie Cox, City Manager

CC: Darien Comer, City Clerk
 Crystal Postell, Finance Director
 Jill Woods, Planning Director
 Carrie Spencer, Current Code
 Robert Wilhoit, City Attorney

DATE: April 28, 2025

REF: Public Hearing and Adoption of the Updated Code of Ordinances

Summary:

This is a request to hold a Public Hearing and Adoption of the Updated Code of Ordinances,

Background:

At the March 2023 Council Retreat, City Staff informed the City Council that the Code of Ordinances needed to be updated and brought in compliance with current North Carolina General Statutes. Staff stated that the current Code of Ordinances has not been updated and codified in the last 15 years. Furthermore, City Staff stated that there had been several amendments to the Code, and it was difficult to determine which was the most current. City Staff stated that this should be a prior to complete.

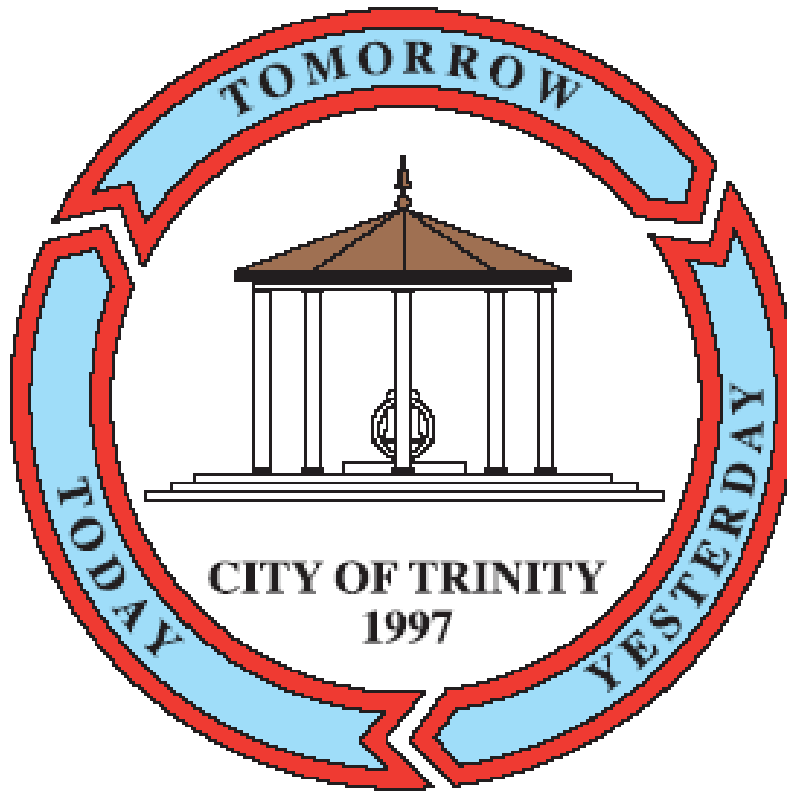
In June 2023, the City Council appropriated funds for the update and codify the current Code of Ordinance. The City Council entered a contract with Current Code to undertake this task. Over the last two years, Current Code has worked with City Staff to consolidate the updates to the Code of Ordinances. Over the last three months, Current Code has held a workshop with the City Council and Staff to address the changes to the Code of Ordinance.

Recommendation:

Staff recommends that the City Council hold a Public Hearing for the adoption of the updated Code of Ordinances.

Attachment: Updated Code of Ordinances

CODE OF ORDINANCES OF THE CITY OF TRINITY, NORTH CAROLINA



Date of Adoption: June 9, 2025

**Adopted by the
CITY COUNCIL**

CITY OF TRINITY, NORTH CAROLINA

Published by [Name of Entity, e.g., City of Trinity, NC]

PUBLISHERS' ACKNOWLEDGEMENT

Every effort has been made in the publication of this Code of Ordinances to preserve the intent and meaning of the original ordinance. Our goal has been to make the ordinances of the City of Trinity easily accessible to all, including City Officials and citizens.

Adoption Ordinance for the Code Of Ordinance



Memorandum

TO: Richard McNabb, Mayor
City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie L. Cox, City Manager

DATE: May 21, 2025

REF: Approval and Adoption of the Debt Management Policy

Summary:

The purpose of the Debt Management Policy is to establish clear thresholds and guidelines to ensure that the City of Trinity utilizes debt in a prudent and responsible manner. This policy is designed to strengthen the City’s decision-making process regarding the issuance and management of debt obligations. When used effectively, debt is a valuable tool that enables the City to invest in critical infrastructure and support the long-term growth and prosperity of the community. With this capacity, however, comes the responsibility to manage debt judiciously and transparently.

Background:

Currently, the City of Trinity is designated as a “Distressed” unit due to the Sewer Fund's inability to operate on a self-sustaining basis. To improve the long-term financial health of the Sewer Fund, it is essential that the City maintains prudent debt limits and carefully manages the costs associated with daily operations. Adoption and adherence to a formal Debt Management Policy will support the City’s efforts to strengthen fiscal discipline, promote responsible borrowing practices, and enhance the overall sustainability of the Sewer Fund.

Recommendation:

Staff recommend that the Trinity City Council approve and adopt the Debt Management Policy to promote sound financial practices and ensure responsible use of debt in support of the City’s long-term fiscal sustainability.

Attachments:

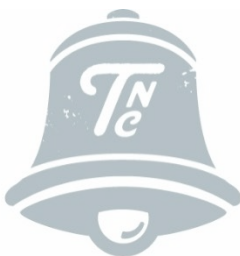
Debt Management Policy

City of Trinity



Debt Management Policy

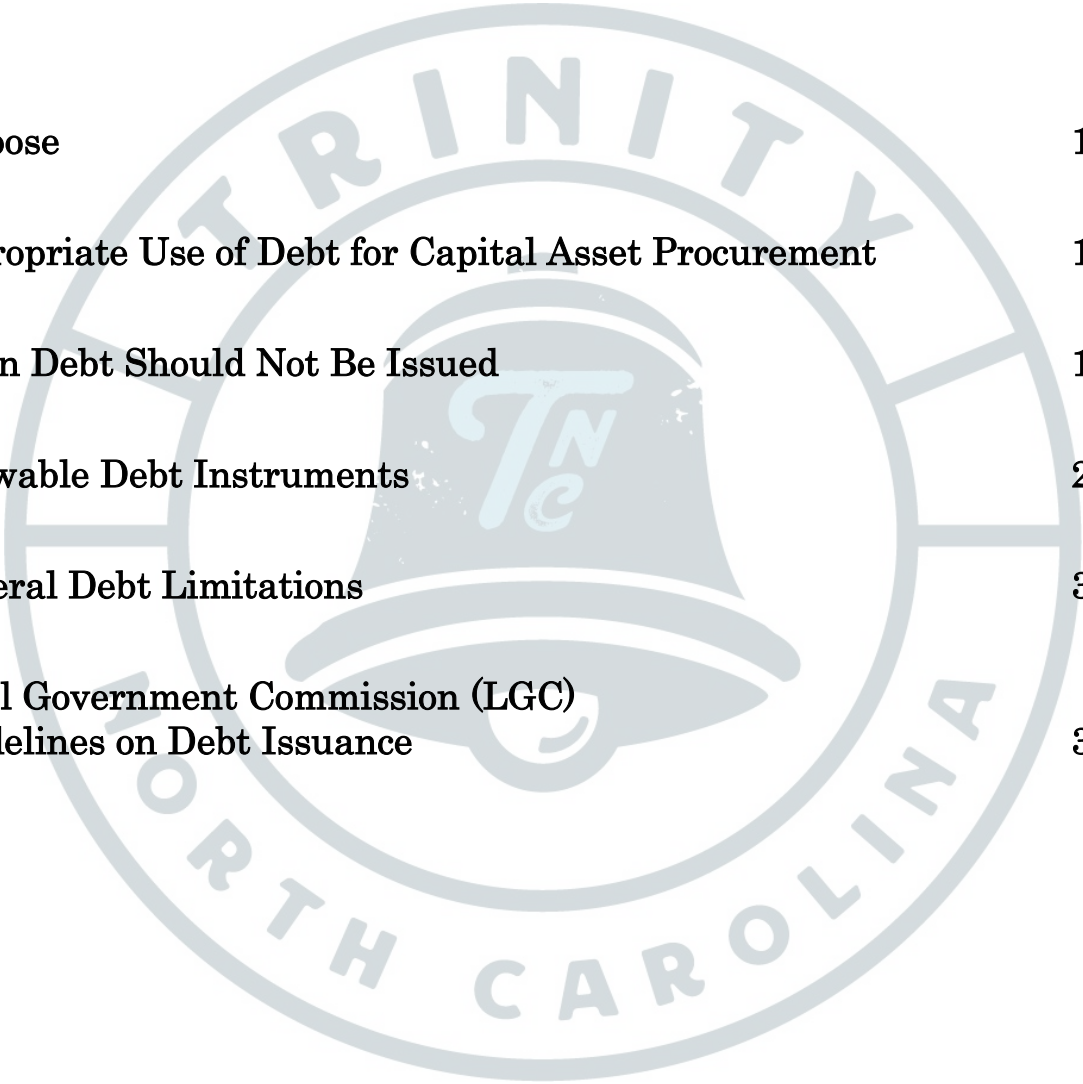
Adopted on June 9, 2025



TRINITY

NORTH CAROLINA

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Purpose

The purpose of the Debt Management Policy is to establish clear thresholds and guidelines to ensure that the City of Trinity utilizes debt in a prudent and responsible manner. This policy is designed to strengthen the City's decision-making process regarding the issuance and management of debt obligations. When used effectively, debt is a valuable tool that enables the City to invest in critical infrastructure and support the long-term growth and prosperity of the community. This capacity, comes with the responsibility to manage debt judiciously and transparently.

Appropriate Use of Debt for Capital Asset Procurement

Debt is one financing option the City of Trinity may consider for the acquisition of capital assets. While not always the preferred method, certain conditions may make debt a more advantageous and fiscally responsible choice. These conditions include:

- Favorable Interest Rates: When interest rates are low, the overall cost of borrowing is reduced, making debt a more cost-effective option.
- Soft Construction Market: In periods of reduced construction costs, the City can capitalize on favorable pricing to build more or higher-quality assets for the same investment.
- Long-Term Asset Life: For assets with a long useful life, it is equitable for future residents—who will also benefit from the asset—to contribute to its cost through shared debt service over time.
- Affordability Based on Financial Forecasts: Debt must remain within the City's long-term financial capacity. Careful forecasting ensures that debt obligations are sustainable and do not overburden future budgets.

Through strategic use of debt under these conditions, the City of Trinity can enhance its infrastructure investment while maintaining fiscal responsibility.

When Debt Should Not Be Issued

While debt can be a valuable financing tool under the right circumstances, there are situations where its use is not appropriate. The City of Trinity recognizes the importance of evaluating the suitability of debt financing and avoiding it under the following conditions:

- Funding Ongoing Public Services: Debt should not be used to finance routine operational expenses or ongoing public services. These services provide immediate benefits to current residents, while debt repayment would unfairly burden future taxpayers.

- Mismatch Between Debt Term and Asset Life: Debt should not be issued when the repayment period exceeds the useful life of the asset it funds. In such cases, future taxpayers may be required to pay for assets that no longer provide value.
- High Cost of Issuance: Issuing debt involves administrative costs, legal fees, and other expenses. When these costs are disproportionately high, particularly for smaller capital projects, the benefits of borrowing may not justify the expense.

By adhering to these principles, the City of Trinity ensures responsible debt management and protects the long-term financial health of the City.

Allowable Debt Instruments

The City of Trinity is authorized to utilize specific debt instruments as outlined in the North Carolina General Statutes. These instruments provide various financing mechanisms to support capital projects while ensuring compliance with state law. The allowable debt instruments include:

- General Obligation (G.O.) Bonds – Backed by the full faith and credit of the City, G.O. Bonds represent a pledge to levy Ad Valorem (property) taxes in whatever amount is necessary to meet debt service obligations. *Authority: NCGS 160A-209 and NCGS 153A-149*
- Revenue Bonds – These bonds are repaid using revenues generated by the project or asset being financed. A portion of these revenues is pledged to satisfy the debt service. *Authority: NCGS 159-94*
- Project Development Financings – This financing mechanism relies on the projected increase in property tax revenues resulting from a development project. These incremental revenues are pledged to repay the associated debt. *Authority: NCGS 159-103*
- Installment Financing – In this structure, the City borrows funds from a financial institution to acquire an asset and uses the asset itself as collateral for the loan. *Authority: NCGS 160A-20*

Each of these instruments must be evaluated for appropriateness based on the nature of the project, cost, repayment terms, and impact on the City's financial position.

General Debt Limitations

To ensure long-term financial sustainability and maintain the City's ability to provide essential services, the City of Trinity establishes limits on the amount of debt it considers affordable. The City shall utilize the following measures to evaluate debt capacity:

- **Annual Debt Service as a Percentage of Fund Expenditures** – This metric assesses the portion of the City's annual budget allocated to debt repayment. A higher percentage indicates that a greater share of financial resources is being directed toward debt service, which may limit the City's ability to fund core services and operations. To maintain fiscal balance, the City of Trinity shall allocate no more than 26% of its annual budget to debt service obligations.

By adhering to this limitation, the City ensures that debt remains a manageable part of its financial strategy and that sufficient resources are preserved for ongoing public services and future needs.

Local Government Commission (LGC) Guidelines on Debt Issuance

Established in 1931, the Local Government Commission (LGC) is a nine-member body that provides oversight and assistance to local governments and public authorities throughout North Carolina. The LGC plays a critical role in maintaining the fiscal integrity of local entities by monitoring their financial health and approving most forms of debt issuance. In many cases, the LGC also facilitates the sale of these debt instruments.

The LGC's responsibilities extend beyond the approval of traditional debt issuances. The Commission is required to review and approve various other types of financial agreements and contracts involving capital assets.

The following is a summary of eight categories of transactions that may require LGC approval:

1. General Obligation Bonds
2. Revenue Bonds
3. Installment Financings (e.g., Certificates of Participation and Limited Obligation Bonds)
4. Project Development Financings
5. Leases Involving Capital Assets
6. Certain Public-Private Partnership Agreements (P3s)

7. State Revolving Fund Loans and Other Federally-Backed Financing
8. Special Obligation Bonds or Other Debt Instruments Requiring Security Beyond Normal Revenues

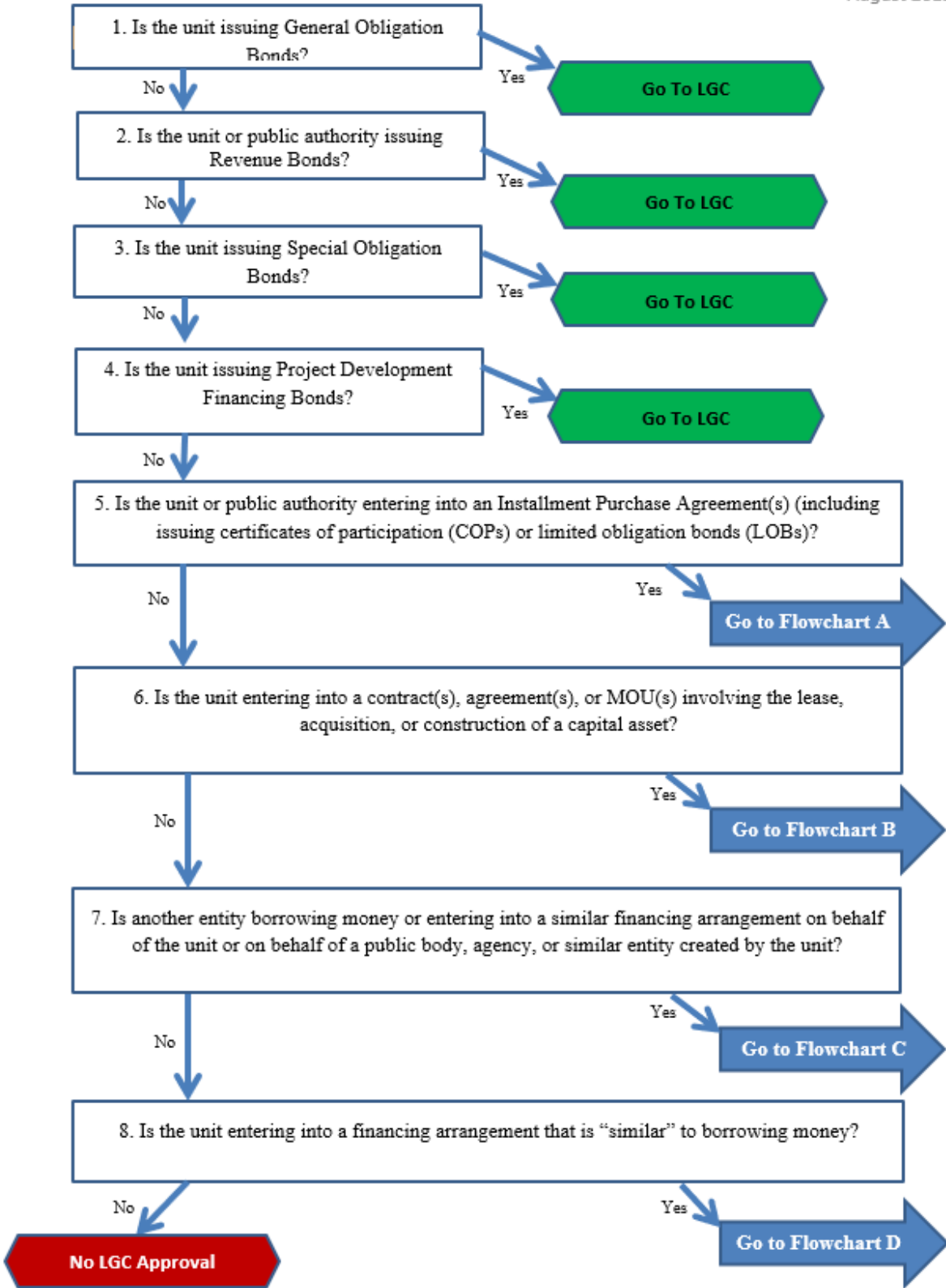
Each of these transactions are subject to review under the LGC's statutory authority to ensure that local governments engage in fiscally responsible practices and do not take on unsustainable financial obligations.

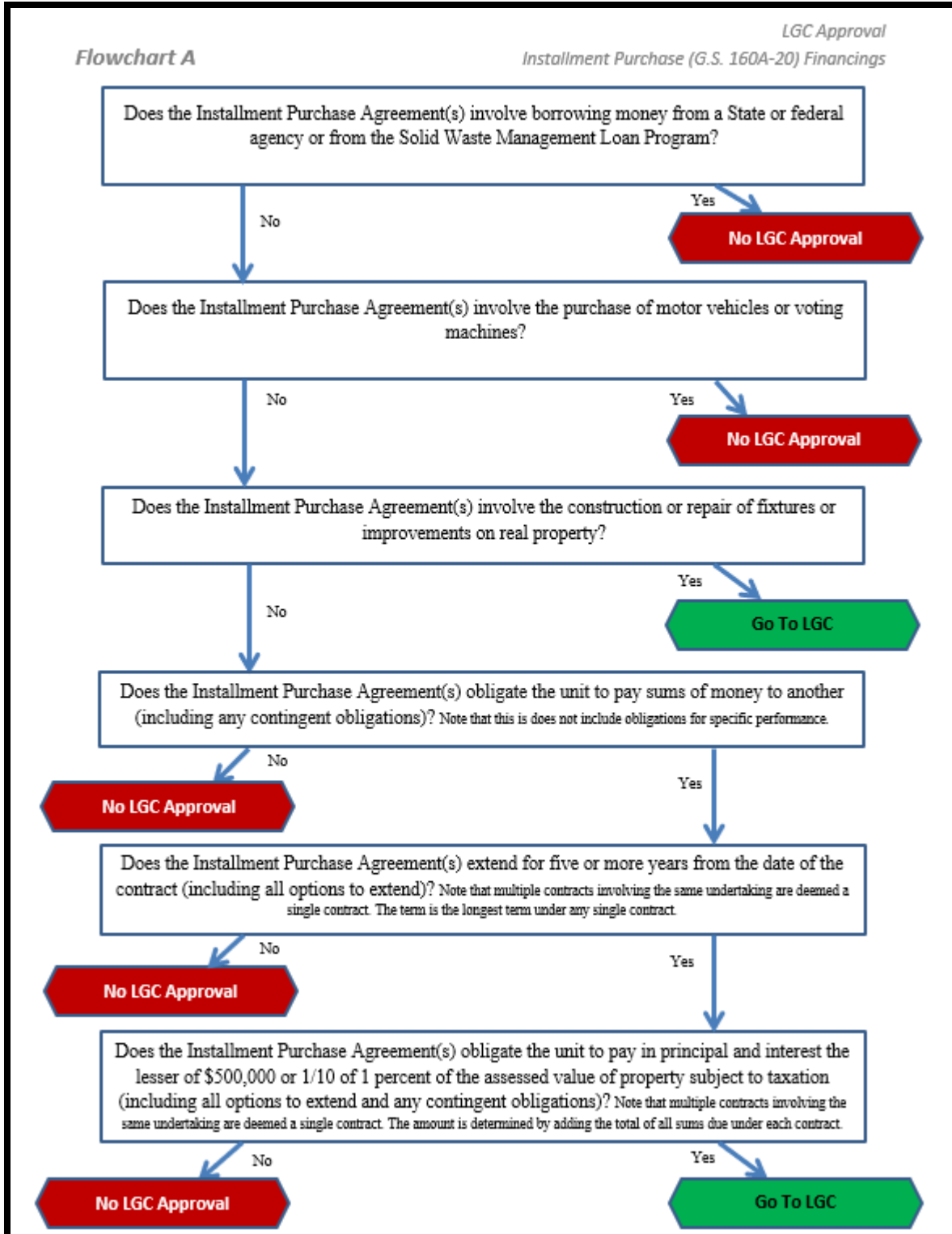
For the City of Trinity and other local governments, adherence to LGC guidelines is a critical step in the planning and execution of debt-financed capital projects.

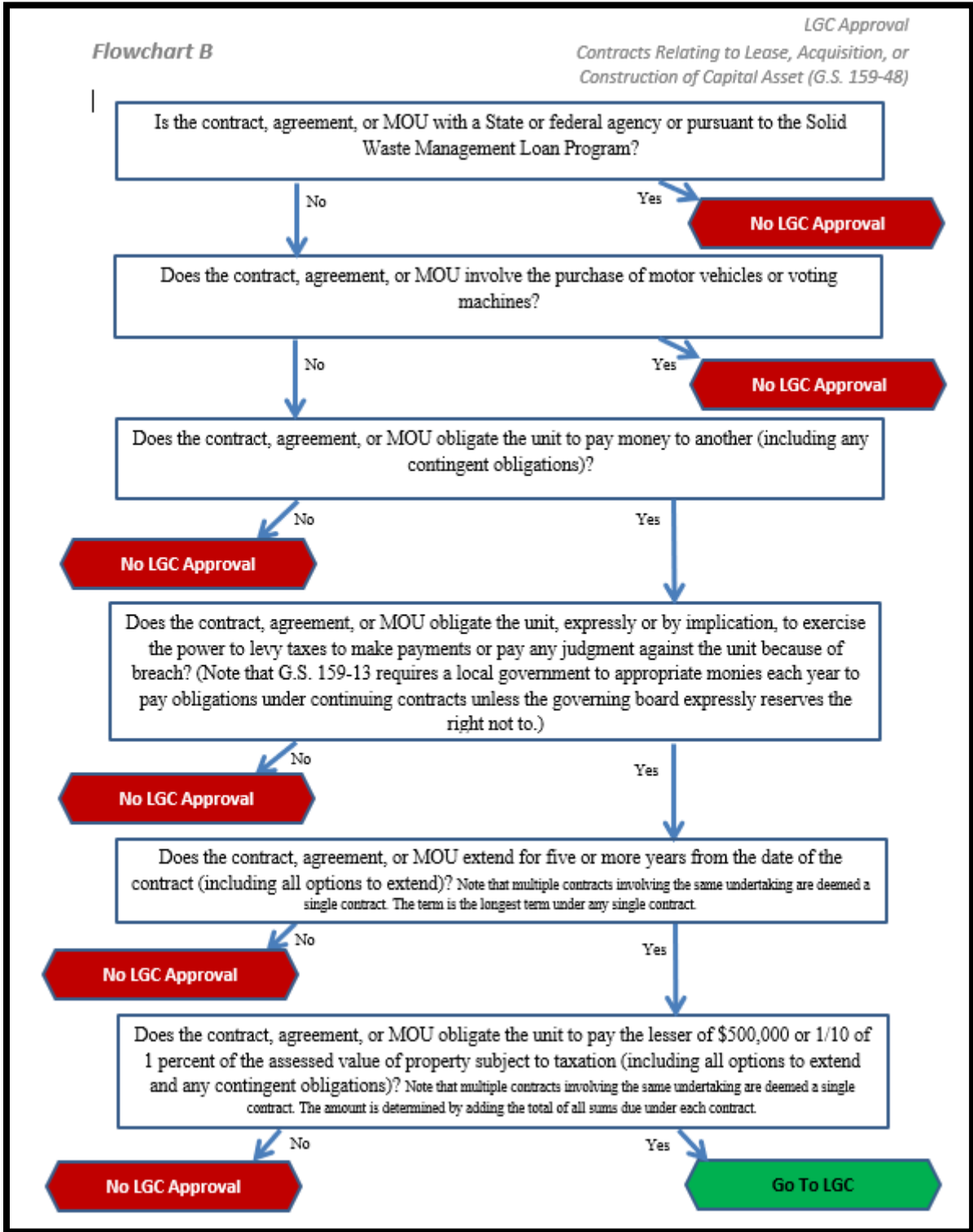


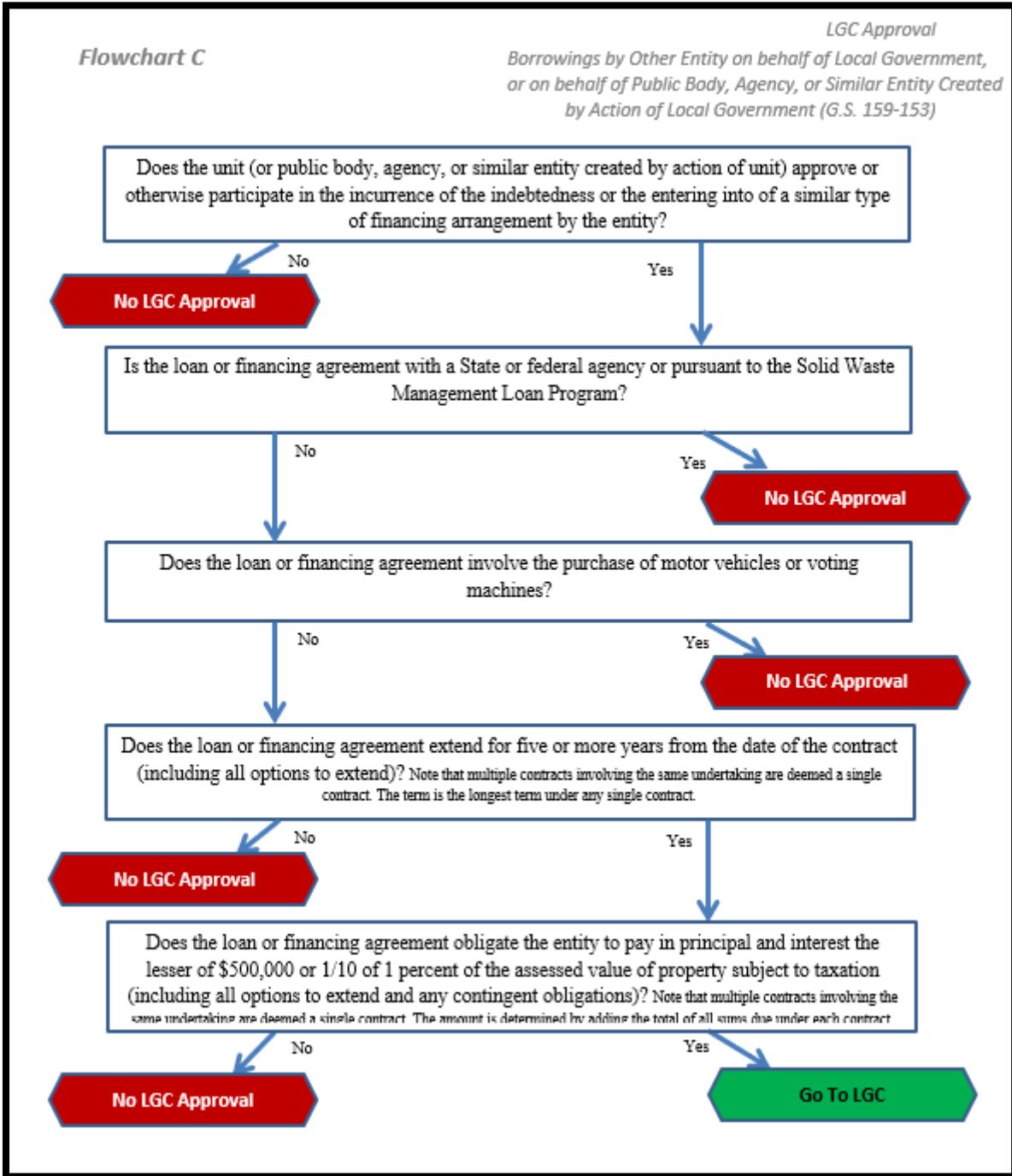
Flow Charts for LGC Approval

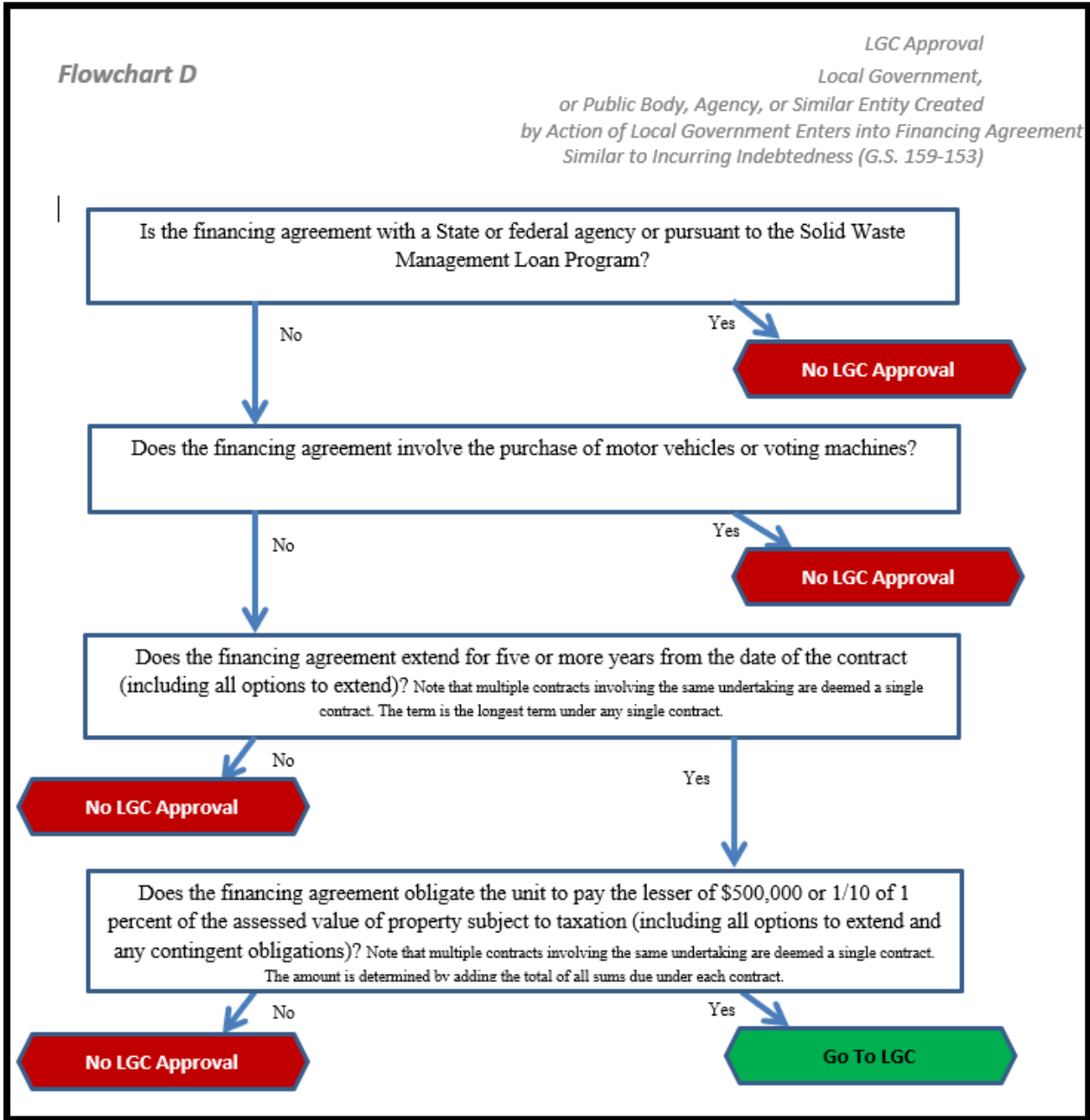
Local Government Commission Approval for Financing Agreements--Flowchart
August 2012













Memorandum

TO: Richard McNabb, Mayor
City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie L. Cox, City Manager

DATE: 05/21/2025

REF: Discussion on Solid Waste Services

Summary:

The City Council must determine whether to authorize City staff to negotiate a contract renewal with GFL Environmental or to initiate a competitive bidding process with new vendors, as the current agreement is set to expire on December 31, 2025.

Background:

The City Council briefly discussed the current solid waste contract and its upcoming expiration. On Thursday, May 15, 2025, the Finance Director issued a communication clarifying that GFL Environmental has assumed the contractual obligations previously held by Handy's Solid Waste. Under the terms of that original agreement, the City of Trinity is required to provide a four-month notice of cancellation. Therefore, any contract renegotiations or a competitive bidding process must be finalized and approved no later than August 2025. To prepare for this possibility, the Finance Department has developed a Request for Proposal (RFP) for both solid waste and yard waste collection services. This RFP will be issued if the City Council elects to proceed with the competitive bidding process.

Recommendation:

Staff will proceed in accordance with the direction provided by City Council.

Attachments:

Request for Proposal for Solid Waste and Yard Waste Collection



**REQUEST FOR PROPOSALS
FOR
RESIDENTIAL
SOLID WASTE AND YARD WASTE
COLLECTION**

ABSTRACT

Request for Proposals for Residential Solid Waste and Yard Waste Collection, Transfer and Disposal Services.



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Introduction

The City of Trinity, North Carolina (“the City”) is soliciting sealed proposals from qualified vendors for the provision of curbside collection services for residential solid waste and yard waste, including the transportation and disposal of collected materials at a permitted landfill.

Sealed proposals must be clearly marked “Proposal for Residential Solid Waste and Yard Waste Collection” and delivered to the Office of the Finance Director, City of Trinity. Proposals will be accepted until 12:00 PM (noon) on Thursday, July 10, 2025. For additional information, please contact Crystal Postell, Finance Director at (336) 431-2180.

Hand Delivery via Email

City of Trinity
Attention: Crystal Postell, Finance Director
5978 NC Hwy 62
Trinity, NC 27370
cpostell@trinity-nc.gov

Mail Delivery

City of Trinity
Attention: Crystal Postell, Finance Director
PO Box 50
Trinity, NC 27370

Calendar

RFP Issuance	June 10, 2025
Deadline for Questions	July 3, 2025
Proposals Due	July 10, 2025
Firms Notified of Decision	July 18, 2025

Background

The City of Trinity is currently under contract with GFL Environmental for the curbside collection and disposal of residential solid waste. This agreement remains in effect through December 2025. Each residential property within the City must purchase a standard trash toter designated for use in the City of Trinity’s waste collection program.

As of the most recent records, the City services approximately **2,894 standard trash carts** and **67 additional carts**. These numbers are subject to change due to factors such as new resident enrollments, requests for additional carts, or service terminations. All new service activations, cart requests, and cancellations must be coordinated with the City’s Customer Service Representative.

At present, the City does not mandate residential recycling, primarily due to cost considerations. However, the City is seeking proposals for weekly collection of solid waste and yard waste.

Furthermore, the City of Trinity is interested in implementing **monthly bulk item collection** and invites vendors to submit a separate proposal for this service. The City’s bulk pickup shall be on the **third Monday** of the month. Bulk item pickup should be proposed as a distinct line item on the Proposal Form.

Qualifications of Vendors

To demonstrate its qualifications and ability to perform the services outlined in this Request for Proposals (RFP), each Vendor must include with its proposal documentation that satisfactorily establishes its capability to execute the work in a competent and timely manner. This information is also required for any subcontractors proposed as part of the Vendor's team.

Each proposal must include, at a minimum, the following:

A. Organizational Experience and Personnel

Evidence that the Vendor has a well-trained, experienced, and competent organization with a proven record of successfully completing work of similar scope, nature, and value. The proposal must clearly identify any subcontractors and the specific role each will play in the project.

B. Equipment and Facilities

Information confirming the Vendor has adequate equipment and facilities necessary to perform the required services. The proposal must include specifications of proposed collection vehicles and descriptions of the residential waste containers to be used.

C. Maintenance Capability

A description of the Vendor's inventory of equipment, supplies, and spare parts sufficient to maintain all operational equipment in proper working order with minimal service interruptions.

D. Financial Stability

A recent financial statement that demonstrates the Vendor's financial history and stability. This should include enough detail to assess the Vendor's ability to manage the operational and financial responsibilities of the contract.

E. Relevant Project Experience

A listing of current service contracts similar in nature and magnitude to the scope of work defined in this RFP. For each listed contract, the following details must be provided:

- a. **Contract Information:** Project name, location, and contract value.
- b. **Client Information:** Client/owner name, mailing address, telephone number, and primary contact person.

Examination of Project Requirements and Conditions

Before submitting a proposal, each Vendor is expected to fulfill the following responsibilities to ensure a complete understanding of the project requirements and conditions:

A. Review of the RFP

Thoroughly examine the contents of this Request for Proposals (RFP), including all attachments, exhibits, and referenced documents, to ensure full comprehension of the scope, terms, and conditions.

B. Site Familiarization

Visit the City of Trinity to assess and become familiar with local conditions that may in any way impact the performance, scheduling, or execution of the required services.

C. Regulatory Awareness

Obtain an understanding of all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations that may influence or govern the performance of the work outlined in this RFP.

Interpretation

All questions about the meaning or intent of this RFP shall be submitted in writing to:

City of Trinity
Attention: Crystal Postell, Finance Director
PO Box 50
Trinity, NC 27370
336.431.2180
cpostell@trinity-nc.gov

Responses to inquiries regarding this Request for Proposals (RFP) will be issued in the form of a written Addenda. Addenda will be distributed electronically via email if an email is provided and posted on the City's official website at www.trinity-nc.gov.

Questions must be submitted no later than **five (5) calendar days prior to the proposal's due date**. Questions received after this deadline will not be addressed. Only responses provided through formal written Addenda shall be considered binding. Oral statements, interpretations, or clarifications, whether made in person or by other means, shall have no legal effect.

All issued Addenda will be available for review at the Office of the City Clerk **at least twenty-four (24) hours prior to the proposal opening**. It is the sole responsibility of each Vendor to inquire and ensure they have received all applicable Addenda. All Addenda issued shall become an integral part of this RFP, and all Vendors shall be bound by the terms of such Addenda, regardless of whether they acknowledge receipt.

General Requirements and Conditions

Residential Collection of Solid Waste and Yard Waste

The Contractor shall provide weekly curbside collection of solid waste and yard waste for all residential properties within the City of Trinity. Containers (carts) must be placed curbside or at another location as specified by the City that is readily accessible for collection.

Backdoor collection service shall be provided for residents with disabilities, as identified on a list submitted by the City on a periodic basis. The Contractor shall ensure that all trash totes are handled carefully to prevent spillage, tipping, or damage. After collection, all carts shall be returned to their original curbside location with lids securely closed.

In the event a trash toter falls into the Contractor's disposal truck during the collection process, the Contractor shall be responsible for the full replacement of the toter at no cost to the City or resident.

Trash totes shall **not** be left in front of mailboxes or in any position that would obstruct driveways or vehicular access. If a toter is inaccessible due to blockage or other obstructions, the Contractor must notify both the resident and the City promptly.

Residents are responsible for maintaining clear and adequate access to their containers to facilitate regular collection and service.

Yard Waste

Unless otherwise agreed to by the City, yard waste collected by the Contractor shall include the following materials (at a minimum):

- Leaves
- Trimmed tree branches
- Yard debris from trimmed bushes and plants
- Tree limbs no longer than 4 feet in length or 4 inches in diameter
- Live Christmas Trees
- Bagged yard waste during leaf season

The Contractor may require the use of compostable paper bags during leaf season. Please note in Proposal if paper bags will be required.

The Contractor is responsible for the delivery of yard waste to a permitted landfill separately from solid waste. The City of Trinity shall be informed of changes in the facility/facilities utilized by the Contractor.

Yard Waste shall not include debris from commercial/professional landscaping or excessive debris caused by storms or inclement weather.

Hours of Operation

1. Residential Collection

Residential collection services shall be performed generally during daylight hours on a regular schedule and shall not commence prior to 6:00 am or extend after 6:00 pm, unless otherwise approved by the City.

2. Holidays

A listing of holidays that would change the Contractor's schedule of pickup shall be provided to the City of Trinity at the start of the year and the revised schedule communicated to the residents by the City.

Compensation

1. Residential Services Fees

For residential curbside for solid waste and yard waste collection, the Contractor shall be compensated by the City on a monthly based basis on the count of customers serviced.

2. Date of payment

Payment for each calendar month of service hereunder shall be made by the City within thirty (30) days of the date on the invoice.

3. Fee Adjustment

The Contractor shall be entitled to an increase in payment equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the Federal and/or State government or any agencies. The Contractor shall provide documentation such increases to the City and an explanation of how the increase has been calculated. Contractor's compensation shall not be increased pursuant to this paragraph until the first of the fiscal year (July 1st) following notification by Contractor to the City of Trinity of such an increase; however, the City

shall negotiate in good faith regarding payment of the increase during the preceding period.

4. Fuel Adjustment

No adjustment for the cost of fuel will be part of the Contract. If desired, the Vendor may propose a fuel adjustment as a condition of an alternate proposal.

5. Term

The term of the proposed Contract shall begin in December 2025 and shall extend for a five (5) year term. At the discretion of the City, the Contract may be renewed for a maximum of two (2) additional five (5) year terms unless either party notifies the other of non-renewal at least six (6) months before the end of the then current term.

Additional Agreements

1. Contract Manager

The Contractor shall provide a Contact Manager with the authority to act on the behalf of the Contractor in performing and monitoring the required work. The Contract Manager shall be the City's main point of contact for the work performed under this contract.

2. Office

The Contractor shall maintain a fully staffed office, equipped with telephone service available on a toll-free basis, to receive and respond to resident inquiries and complaints. This office shall be operational **Monday through Friday, from 8:00 a.m. to 5:00 p.m.** and staffed with personnel capable of providing prompt, knowledgeable assistance.

In addition, the Contractor shall provide an **emergency contact number** that allows City staff to reach management personnel **24 hours a day, 7 days a week** in the event of urgent issues.

Complaints regarding missed collections must be resolved **within twenty-four (24) hours** of receipt. All resident complaints related to services performed under the contract shall be documented by the Contractor, addressed in a timely and courteous manner, and reported to the City. The City reserves the right to review complaint logs and related correspondence upon request.

Schedules and Reports

The City shall provide the Contractor with a current map and schedule of the solid waste collection routes. If the Contractor must alter the day of collection, the Contractor must contact Trinity's Customer Service Representative. The Contractor shall provide monthly reports to the City during the contract period. The reports shall include monthly and year-to-date data on the following:

- a. Summaries of the tonnages collected.
- b. A description of program progress, including a collection of complaints or other problems encountered and how they were resolved. Records of complaints should include the date received, name of Resident, address, and telephone number.

Emergency Services

In the event of severe weather or a natural disaster, the Contractor shall provide additional collection and disposal services as requested by the City. Compensation for such services shall be negotiated and agreed upon in advance, prior to the commencement of any work beyond the scope of the regular contract.

Equipment

The Contractor shall ensure that all equipment used in the performance of services is properly maintained in a clean, sanitary, and fully operational condition at all times. All service vehicles shall be equipped with two-way communication systems to enable prompt and effective response to service requests, customer inquiries, and any issues reported by the City or its residents.

Employees

The Contractor shall ensure that all employees assigned to perform services under this contract are dressed in clean, professional, and clearly identifiable uniforms. Employees are expected to conduct themselves in a courteous, respectful, and professional manner at all times while interacting with residents and performing duties on behalf of the City.

Performance

The Contractor shall perform all services in a manner that fosters and maintains positive public relations with the residents of the City of Trinity. The Contractor is expected to exercise the utmost care to prevent the littering or scattering of waste during collection and transportation activities.

In addition, the Contractor shall be responsible for the prompt cleanup and removal of any spilled waste, leachate, vehicle fluids, or debris resulting from its operations. All service areas must be left in a clean and orderly condition following collection.

Public Education and Awareness

The City shall provide clear and concise information to residents regarding solid waste and yard waste collection services. This shall include the collection schedule, proper procedures for container placement and handling, and a list of acceptable yard waste materials along with any applicable size or volume limitations.

This information shall be distributed to all customers upon the initiation of service and at least once annually thereafter. In the event of any changes to the collection schedule, the City shall ensure that affected residents receive adequate advance notice.

Permits: Licenses

The Contractor shall be responsible for obtaining and maintaining, at its own expense, all permits, licenses, and approvals required by federal, state, and local laws and regulations necessary to perform the services outlined in this contract.

Performance

Prior to the effective date of the contract, the Contractor shall provide the City with a performance bond in the amount of **\$500,000**, guaranteeing the faithful performance of all work and obligations specified under the contract. The bond shall be issued by a surety company licensed to conduct business in the State of North Carolina.

The value of the performance bond shall be reduced by **20% annually** over the initial term of the contract. A certificate from the surety company confirming that all bond premiums have been paid in full must accompany the bond upon submission.

In the event the City exercises any **five-year renewal option**, the Contractor shall furnish a new performance bond under the same terms and structure as outlined above, covering the full renewal term.

Insurance

The Contractor shall maintain current, valid insurance policies that meet all requirements set forth in this contract for the entire duration of the agreement. Renewal certificates must be submitted to the City no later than **thirty (30) days prior to the expiration** of any insurance policy.

The Contractor shall also provide the City with **at least thirty (30) days' written notice** in the event of any cancellation, modification, or reduction in coverage, including erosion of aggregate limits, for any required insurance policies.

Certificates of insurance evidencing compliance with these requirements shall be submitted to the City and kept on file. The **City of Trinity shall be named as an additional insured** on both the **general liability** and **automobile liability** policies.

Coverage	Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence and \$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence and \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the City of Trinity, its officials, employees, and agents from and against any and all liabilities, claims, penalties, forfeitures, suits, and associated costs and expenses (including, but not limited to, the costs of defense, settlements, and reasonable attorneys' fees) which the City may incur, become responsible for, or be required to pay as a result of:

1. Death or bodily injury to any person;
2. Damage to or destruction of property;
3. Environmental contamination or other adverse effects on the environment; or
4. Any violation of applicable laws, regulations, or governmental orders; to the extent caused, in whole or in part, by:
 - a. the Contractor's breach of any term, condition, or provision of the contract; or
 - b. any negligent or willful act or omission by the Contractor, its employees, agents, or subcontractors.

This indemnification obligation shall survive the termination or expiration of the contract.

Disputes

Any dispute arising under this Agreement may be resolved through mediation conducted in the State of North Carolina, in accordance with procedures available to units of local government under applicable state law. No other form of alternative

dispute resolution shall apply unless expressly agreed to in writing by both parties. In the event legal proceedings become necessary, jurisdiction shall lie exclusively with the state courts of North Carolina, and venue shall be proper in the City of Trinity.

Compliance

The Contractor shall perform all operations in full compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations. This includes, but is not limited to, adherence to all safety, preventive, and remedial requirements established by the North Carolina Department of Environmental Quality (NCDEQ), the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and any other governmental agencies having jurisdiction over the Contractor's activities.

The Contractor shall be solely responsible for ensuring that its practices, equipment, personnel, and subcontractors consistently meet or exceed all applicable legal and regulatory standards.

Assignment

The services and obligations of the Contractor under this Agreement shall not be assigned, delegated, or otherwise transferred to any person, firm, or corporation without the **prior express written consent of the City**.

However, the Contractor may, without such consent, enter into agreements with subcontractors for the performance of specific services necessary to fulfill its obligations under this Agreement, provided that the Contractor remains fully responsible for the performance of all work and ensures that all subcontractors comply with the terms and conditions of this Agreement.

Default

If either party breaches this Contract or fails to perform any of its required covenants or conditions, and such breach or default continues for **fifteen (15) days** after written notice is provided by the non-breaching party—unless a longer period is reasonably required to cure the breach or default and the breaching party has commenced and is diligently pursuing a cure within that time—the non-breaching party may exercise any of the following remedies:

1. **Terminate the Contract** on a date of its choosing, provided that such termination date is no less than **thirty (30) days** after the expiration of the initial fifteen (15)-day cure period;
2. **Cure the breach or default** and recover all associated costs and expenses from the breaching party; and/or

3. Pursue any **other legal or equitable remedy** available under applicable law, including but not limited to, recovery of damages or losses incurred as a result of the breach or termination.

A waiver of any breach or default by either party shall not be deemed a waiver of any continuing or future breach or default of the same or any other provision of the Contract.

City Obligations

During the term of this Contract, the Contractor shall have the **exclusive right** to provide **curbside collection and disposal of solid waste and yard waste** for all residential customers within the City. No other person, firm, or entity shall be authorized to perform these services within the City limits for the duration of the Contract, unless otherwise approved in writing by the City.

Submission of Proposals

The City of Trinity requests that five (5) hard copies of Proposals be submitted at the time and place indicated under “Introduction”. Proposal shall be included in an sealed envelope, marked with Project Title (“Proposal for Residential Solid Waste and Yard Waste Collection”), name and address of the Vendor, and be accompanied by other required documents. No Proposal will be considered unless filed on or before the time and the place designated. Proposals received after the time set for the opening will be returned unopened. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope, similarly marked and addressed to:

Hand Delivery via Email

City of Trinity
 Attention: Crystal Postell, Finance Director
 5978 NC Hwy 62
 Trinity, NC 27370
cpostell@trinity-nc.gov

Mail Delivery

City of Trinity
 Attention: Crystal Postell, Finance Director
 PO Box 50
 Trinity, NC 27370

Proposals submitted by mail or courier that arrive **after the designated proposal opening time** will not be considered valid and will be returned unopened. In such cases, the **Vendor shall have no claim against the City of Trinity** for failure to consider a late submission.

In addition to hard copies, **electronic copies of proposals may be submitted** via email to: cpostell@trinity-nc.gov

THE FOLLOWING INFORMATION SHALL BE SUBMITTED WITH THE PROPOSALS.

1. Qualifications
2. Certificate of Insurance
3. Proposal Form

Selection Process

The **City of Trinity** reserves the right to **reject any and all Proposals**, to **waive any informalities or irregularities**, and to **disregard any alternate, non-conforming, conditional, or counter Proposals**. In its evaluation process, the City will consider the **qualifications of the Vendors**, the extent to which Proposals meet the **requirements outlined in this RFP**, and any proposed alternatives.

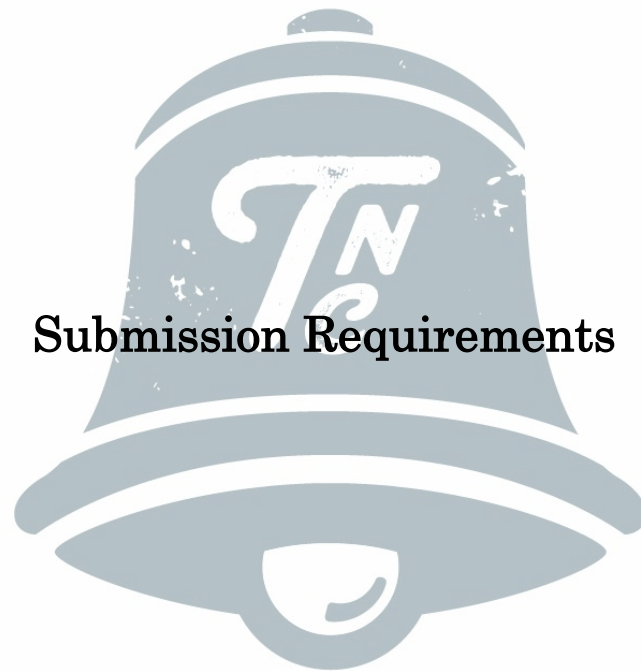
The City may conduct any investigations it deems necessary to determine the **responsibility, qualifications, and financial capability** of the Vendors and any proposed Subcontractors to satisfactorily perform the scope of work. The City reserves the right to reject the Proposal of any Vendor who does not meet the City's evaluation criteria.

While **price is an important consideration**, it is **not the sole determining factor** in the selection process. The City may also request **presentations or interviews** with one or more Vendors to further assess their capabilities and approach.

If a contract is awarded, it will be granted to the Vendor whose Proposal, in the City's judgment, offers the **best overall value** and aligns with the **best interests of the City**, in accordance with applicable laws.

The **apparent successful Vendor** will receive a **Notice of Selection** within **sixty (60) days** from the date of Proposal opening. The selected Vendor must enter into **contract negotiations** with the City, based on the terms outlined in this RFP, within **thirty (30) calendar days** of the Notice of Selection.

Should the City be unable to reach a mutually acceptable agreement with the top-ranked Vendor, it reserves the right to initiate negotiations with the next ranked Vendor(s) in order of evaluation until a satisfactory agreement is reached or negotiations are terminated.



Submission Requirements

Qualifications of Vendors

To demonstrate its qualifications for performing the required services, each Vendor must submit, as part of its Proposal, **satisfactory evidence of its ability to perform all work described in this Request for Proposals (RFP)** in a competent and timely manner. The submitted Proposal must include, but is not limited to, the following information, documentation, and statements. These requirements also apply to any proposed Subcontractors:

Each proposal must include, at a minimum, the following:

A. Organizational Experience and Personnel

Evidence that the Vendor has a well-trained, experienced, and competent organization with a proven record of successfully completing work of similar scope, nature, and value. The proposal must clearly identify any subcontractors and the specific role each will play in the project.

B. Equipment and Facilities

Information confirming the Vendor has adequate equipment and facilities necessary to perform the required services. The proposal must include specifications of proposed collection vehicles and descriptions of the residential waste containers to be used.

C. Maintenance Capability

A description of the Vendor's inventory of equipment, supplies, and spare parts sufficient to maintain all operational equipment in proper working order with minimal service interruptions.

D. Financial Stability

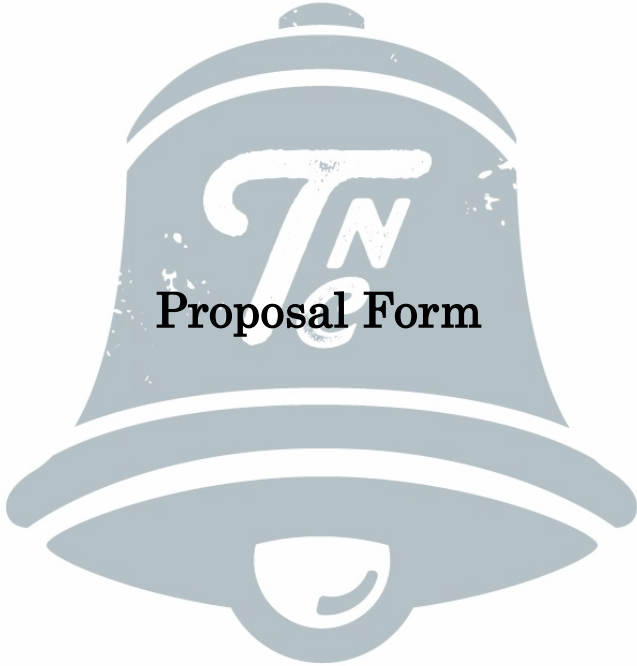
A recent financial statement that demonstrates the Vendor's financial history and stability. This should include enough detail to assess the Vendor's ability to manage the operational and financial responsibilities of the contract.

E. Relevant Project Experience

A listing of current service contracts similar in nature and magnitude to the scope of work defined in this RFP. For each listed contract, the following details must be provided:

1. **Contract Information:** Project name, location, and contract value.
2. **Client Information:** Client/owner name, mailing address, telephone number, and primary contact person.

(Please include a copy of your Certificate of Insurance)



Proposal Form



Residential Solid Waste and Yard Waste Collection

Transfer and Disposal Services

Proposal Form

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Street Address

City

State

Zip Code

Contact Name: _____

Email: _____

Vendors are required to complete the Proposal Form in its entirety. If a price is not being submitted for a particular service or option, please clearly indicate "No Proposal" in the corresponding field. Incomplete forms may be deemed non-responsive.

Vendor agrees to perform all the work described in the RFP for the unit prices listed below:

Option 1: Weekly Curbside Solid Waste and Yard Waste Collection (5-Year Term)

Item	Unit Cost
Monthly Solid Waste Collection Fee	\$ _____ per Trash Toter (City Stamped Toters ONLY)
Monthly Yard Waste Collection Fee	\$ _____ per Trash Toter (City Stamped Toters ONLY)

Option 2: Monthly Bulk Item Collection

Item	Unit Cost
Monthly Bulk Item Collection	\$ _____ Monthly Fee



Memorandum

TO: Richard McNabb, Mayor
Trinity City Council

FROM: Eric Clem, SCEI Minimum Housing and Non-Residential Specialist

CC: Stevie Cox, City Manager
Jay Dale, Code Enforcement Officer
Robert Wilhoit, City Attorney

DATE: June 9, 2025

REF: Adoption of Ordinance to Order Code Enforcement Officer to Proceed to Effectuate the Purpose of the Trinity Minimum Housing Code and N.C.G.S.160D-1203

Summary:

On October 4, 2024, the City Council was asked to adopt three separate Ordinances Ordering the City's Contracted Code Enforcement Officer to Proceed to Effectuate the Purpose of the Trinity Minimum Housing Code and G.S.§ 160D-1203. These Ordinances are to Abate the Minimum Housing Code for the following addresses:

- 5464 Braxton Craven Road
- 5515 Rockford Drive

The City Council voted to re-hear the cases at the January 13, 2025 meeting, after each of the property owners requested additional time to address their properties. The council then voted an extension ending May 12, 2025. At the May 12, 2025 meeting the Council voted to allow another 90 day extension for 5464 Braxton Craven Rd. and to re-hear 5515 Rockford Drive at the June 9, 2025 meeting. After Ordinances are adopted, the Council will need to award the demolition bids.

Background:

The following is a chronological overview of each property that is before the board.

5464 Braxton Craven Road

- July 22, 2020 – Dwelling was originally inspected by the Code Enforcement Officer.
- January 26, 2024 – Last inspection performed by the Code Enforcement Officer.

- March 28, 2024 – The Code Enforcement Officer served the property owner with a Notice of Hearing to be held before the Officer.
- April 18, 2024 – The Hearing was held at City Hall and the Code Enforcement Officer issued an Order to the property owner to make repairs or remove/demolish the house no later than July 17, 2024.
- The Property Owner has made no progress and failed to comply with the Order.
- May 12, 2025 – Another extension was granted for 90 days.

5515 Rockford Drive

- July 22, 2020 – Dwelling was originally inspected by the Code Enforcement Officer.
- January 22, 2024 – Last inspection performed by the Code Enforcement Officer.
- March 28, 2024 – The Code Enforcement Officer served the property owner with a Notice of Hearing to be held before the Officer.
- April 18, 2024 – The Hearing was held at City Hall and the Code Enforcement Officer issued an Order to the property owner to make repairs or remove/demolish the house no later than July 17, 2024.
- Prior to the May 12, 2025 Hearing, the property owner had new roofing shingles placed on the house sometime in late January.
- May 12, 2025 – The City Council voted to re-hear the matter at the June 9, 2025 meeting.

Attachments:

- Ordinance for each individual address
- Photographs
- Property Maps (County GIS)

Return to:
Bob Wilhoit
Wilhoit Hatchel LLP
100 Sunset Ave., Ste A
Asheboro NC 27203

Owner(s): ADLOIS SHOFFNER; JUANITA A. BELL; CORA A. MILLER; OSCAR WILLIAM ALFORD; GEORGIA L. ALFORD; JERRY SHOFFNER
PIN: 7708823146

AN ORDINANCE ORDERING THE CITY OF TRINITY’S CONTRACTED CODE ENFORCEMENT OFFICER TO PROCEED TO EFFECTUATE THE PURPOSE OF THE TRINITY MINIMUM HOUSING CODE AND G.S. § 160D-1203

WHEREAS, on July 22, 2020, the City of Trinity’s contracted Code Enforcement Officer conducted a thorough inspection of the dwelling located on the property identified in the Randolph County Tax Records as PIN 7708823146 and having a street address of 5464 Braxton Craven Rd. Said property is owned by ADLOIS SHOFFNER; JUANITA A. BELL; CORA A. MILLER; OSCAR WILLIAM ALFORD; GEORGIA L. ALFORD; JERRY SHOFFNER (the “Owner”), as evidenced by that deed recorded in the Randolph County Register of Deeds Office at Deed Book 2402, Page 814; and

WHEREAS, the City of Trinity’s contracted Code Enforcement Officer found that the dwelling unit was unfit for human habitation; and

WHEREAS, on March 28, 2024, the City of Trinity’s contracted Code Enforcement Officer served upon the Owner and parties of interest in such dwelling a complaint stating the charges in that respect and containing a notice of a hearing to be held before the Officer;

WHEREAS, a duly noticed hearing was held on April 18, 2024 before the Code Enforcement Officer at Trinity Town Hall located at 5978 NC Highway 62, Trinity NC; and

WHEREAS, the Code Enforcement Officer issued an Order on April 18, 2024. In the Order, the Officer determined that the house was deteriorated/dilapidated and ordered the following steps be taken:

- 90 Make repairs to the house within 90 days;
- Vacate and close the house within _____ days; and/or
- Remove or demolish the house within 90 days

WHEREAS, the Owner has failed to timely comply with the Order;

NOW, THEREFORE, BE IT ORDAINED by the council members of the City of Trinity, North Carolina that:

1. By virtue of the authority granted by Trinity Code of Ordinances *et. seq.*, "Minimum Housing Standards," and by G.S. § 160D-1203, the City of Trinity's contracted Code Enforcement Officer is hereby ordered to cause the aforementioned dwelling unit to be repaired, vacated and closed, or removed or demolished, as provided in the original Order of the Officer;

2. The City of Trinity Code Enforcement Officer shall place a placard on such dwelling with the following words:
"This building is unfit for human habitation, the use or occupation of this building for human habitation is prohibited and unlawful";

3. This ordinance shall be recorded in the Randolph County Register of Deeds Office; and

4. As provided by Trinity Code of Ordinances and by G.S. § 160D-1203 the cost of any vacation, closing and/or demolition of the house caused to be made by the Officer shall be a lien against the real property upon which such cost was incurred and upon any other real property of the Owner located within the City limits, except for the Owner's primary residence.

5. Civil Penalties. The Trinity Code Enforcement Officer is directed to levy civil penalties against the Owner in accordance with Trinity Code of Ordinances.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this ____ day of _____, 2025.

Ayes: _____

Nays: _____

Absent or Excused: _____

Richard McNabb, Mayor

Attest:

Dated: _____

Darien Comer, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

This Instrument was signed before me on the ____ day of _____ 2025.

By: _____

(Print all names of persons who signed this document before the Notary Public)

Print Notary Name: _____

Notary Signature

AFFIX SEAL or STAMP





5
4
6



Return to:
Bob Wilhoit
Wilhoit Hatchel LLP
100 Sunset Ave., Ste A
Asheboro NC 27203

Owner(s): AUGUSTA GRAY (SHUBE GRAY) HEIRS; STEVEN GRAY
INEZ GRAY
PIN: 7708621734

AN ORDINANCE ORDERING THE CITY OF TRINITY’S CONTRACTED CODE ENFORCEMENT OFFICER TO PROCEED TO EFFECTUATE THE PURPOSE OF THE TRINITY MINIMUM HOUSING CODE AND G.S. § 160D-1203

WHEREAS, on July 22, 2020, the City of Trinity’s contracted Code Enforcement Officer conducted a thorough inspection of the dwelling located on the property identified in the Randolph County Tax Records as PIN 7708823146 and having a street address of 5515 Rockford Dr. Trinity, North Carolina. Said property is owned by AUGUSTA GRAY (SHUBE GRAY) HEIRS; STEVEN GRAY; INEZ GRAY (the “Owner”), as evidenced by that deed recorded in the Randolph County Register of Deeds at Deed Book 152, Page 218; and

WHEREAS, the City of Trinity’s contracted Code Enforcement Officer found that the dwelling unit was unfit for human habitation; and

WHEREAS, on March 28, 2024, the City of Trinity’s contracted Code Enforcement Officer served upon the Owner and parties of interest in such dwelling a complaint stating the charges in that respect and containing a notice of a hearing to be held before the Officer;

WHEREAS, a duly noticed hearing was held on April 18, 2024 before the Code Enforcement Officer at Trinity City Hall located at 5978 NC Highway 62, Trinity NC; and

WHEREAS, the Code Enforcement Officer issued an Order on April 18, 2024. In the Order, the Officer determined that the house was deteriorated/dilapidated and ordered the following steps be taken:

- Make repairs to the house within 90 days;
- Vacate and close the house within _____ days; and/or
- Remove or demolish the house within 90 days

WHEREAS, the Owner has failed to timely comply with the Order;

NOW, THEREFORE, BE IT ORDAINED by the council members of the City of Trinity, North Carolina that:

1. By virtue of the authority granted by Trinity Code of Ordinances *et. seq.*, "Minimum Housing Standards," and by G.S. § 160D-1203, the City of Trinity's contracted Code Enforcement Officer is hereby ordered to cause the aforementioned dwelling unit to be repaired, vacated and closed, or removed or demolished, as provided in the original Order of the Officer;

2. The City of Trinity Code Enforcement Officer shall place a placard on such dwelling with the following words:
"This building is unfit for human habitation, the use or occupation of this building for human habitation is prohibited and unlawful";

3. This ordinance shall be recorded in the Randolph County Register of Deeds; and

4. As provided by Trinity Code of Ordinances and by G.S. § 160D-1203 the cost of any vacation, closing and/or demolition of the house caused to be made by the Officer shall be a lien against the real property upon which such cost was incurred and upon any other real property of the Owner located within the City limits, except for the Owner's primary residence.

5. Civil Penalties. The Trinity Code Enforcement Officer is directed to levy civil penalties against the Owner in accordance with Trinity Code of Ordinances.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this ____ day of _____, 2025.

Ayes: _____
Nays: _____
Absent or Excused: _____

Richard McNabb, Mayor

Attest:

Darren Comer, City Clerk

Dated: _____

STATE OF NORTH CAROLINA COUNTY OF RANDOLPH

This Instrument was signed before me on the ____ day of _____ 2025.

By: _____
(Print all names of persons who signed this document before the Notary Public)

Print Notary Name: _____

Notary Signature

AFFIX SEAL or STAMP

Randolph County, NC



REID	21216	OWNER ADDRESS2	
PIN	7708621734	OWNER CITY	BRONX
TAXED ACREAGE	1.02	OWNER STATE	NY
PROPERTY DESCRIPTION	R 1597	OWNER ZIP	10460
DEED BOOK & PAGE	000152/00218	LOCATION ADDRESS	5515 ROCKFORD DR
PLAT BOOK & PAGE		LOCATION ZIP	TRINITY,27370
OWNER	GRAY, AUGUSTA HEIRS	DATA REFRESHED	9/29/2024
OWNER ADDRESS	1430 THIERIOT AVE 6H		



Disclaimer: This map was compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Randolph County, its agents and employees make no warranty as to the accuracy of the information on this map.

Map Scale
1 inch = 94 feet
10/4/2024





Memorandum

TO: Richard McNabb, Mayor
City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie L. Cox, City Manager

DATE: May 21, 2025

REF: Planning and Zoning Market Analysis

Summary:

The City's Finance and Human Resources Department has conducted a comprehensive employment position analysis for the Planning and Zoning Department. This position market analysis is intended to support the recruitment and retention of highly qualified and skilled professionals by ensuring that job roles, responsibilities, and compensation are aligned with current market standards and organizational needs.

Background:

During the May 12, 2025, City Council meeting, Council members expressed interest in exploring the following options:

1. Hiring full-time Planning and Zoning staff members
2. Soliciting competitive bids from planning firms
3. Maintain the current contract with Municipal Services and State Code Enforcement

It is important that the City Council's decision is based on what best supports daily operations and is most cost-effective, utilizing the information gathered for the City Council's review.

On May 21, 2025, the Finance Director was contacted by the owner of Municipal Services, Inc., who stated they are willing to reduce their rates to the current fiscal year pricing. At present, the City is paying \$72 per hour for planning services and \$52 per hour for code enforcement services.

For quick reference, we have provided the hourly rates for firms below.

Firms	Hourly Rates
EnFocus	\$110 per hour
Municipal Services, Inc	\$72 per hour
Stewart	\$150 per hour (<i>estimate</i>)
Benchmark	Not Able to Quote
S&Me, Inc	\$140 per hour (<i>estimate</i>)

Recommendation:

Staff will proceed in accordance with the direction provided by City Council.

Attachments:

Planning and Zoning Market Analysis



TRINITY

NORTH CAROLINA

Planning and Zoning Positions

Market Analysis

As of May 14, 2025

Purpose

The City of Trinity’s Finance and Human Resources Department has conducted a comprehensive employment position analysis for the Planning and Zoning Department. This position market analysis is intended to support the recruitment and retention of highly qualified and skilled professionals by ensuring that job roles, responsibilities, and compensation are aligned with current market standards and organizational needs.

1. Clarifies Job Responsibilities

- It defines the tasks, duties, and responsibilities of a position.
- Helps ensure both the employer and the employee understand what is expected.

2. Supports Effective Hiring

- Guides the creation of accurate job descriptions and specifications.
- Helps attract the right candidates by identifying the skills, qualifications, and experience needed.

3. Ensures Fair Compensation

- Provides a basis for comparing jobs within the organization.
- Supports equitable salary and benefits by aligning pay with responsibilities and required qualifications.

4. Supports Organizational Planning

- Assists in workforce planning, restructuring, and succession planning.
- Helps identify redundant roles, gaps in skills, or opportunities for efficiency.

In summary, employment position analysis is a foundational HR tool that helps align people, roles, and organizational goals effectively and legally.

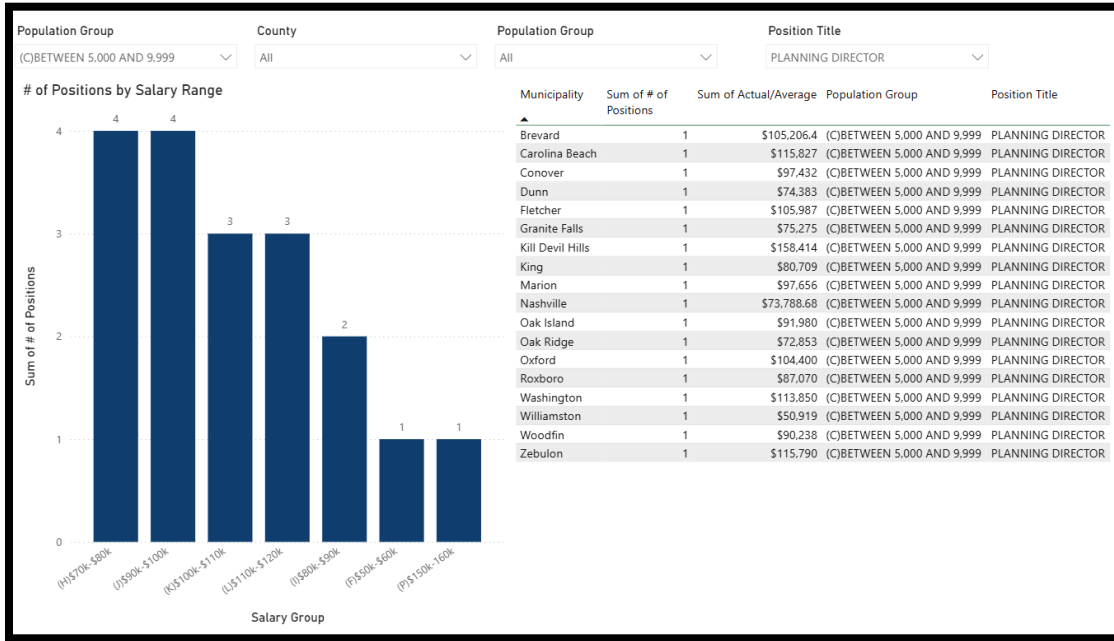
Positions to be Analyzed

The positions within the Planning and Zoning Department are being evaluated for the potential transition to full-time employment roles. This analysis aims to determine whether hiring full-time staff would result in more effective cost management and operational efficiency, thereby reducing the department’s reliance on contracted personnel. These positions include Planning Director as well as Planner and Code Enforcement Officer.

Analysis Data

The North Carolina League of Municipalities (NCLM) routinely collects and analyzes a broad range of data from its member municipalities to enable meaningful comparisons among jurisdictions of similar size across the state. For the purpose of recommending appropriate salary ranges for the positions of Planning Director and Planner and Code Enforcement Officer, we will utilize current job market data. This analysis will focus on municipalities with populations up to 9,999, as well as benchmark data from neighboring and competitive jurisdictions, including Archdale, High Point, and Thomasville.

Municipalities Similar in Size

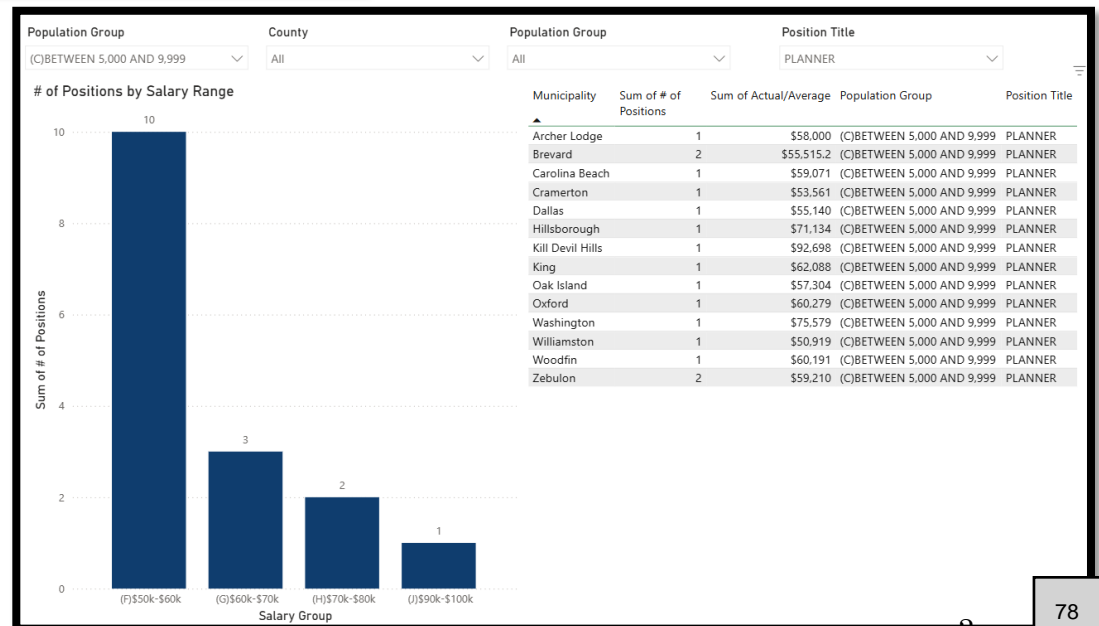


Planning Director

Average Salary: \$95,099

Planner and Code Enforcement Officer

Average Salary: \$62,192



Surrounding Municipalities – Average Wage

City of Archdale

Planning Director \$104,317

Planner and Code Enforcement Officer \$68,050

City of Thomasville

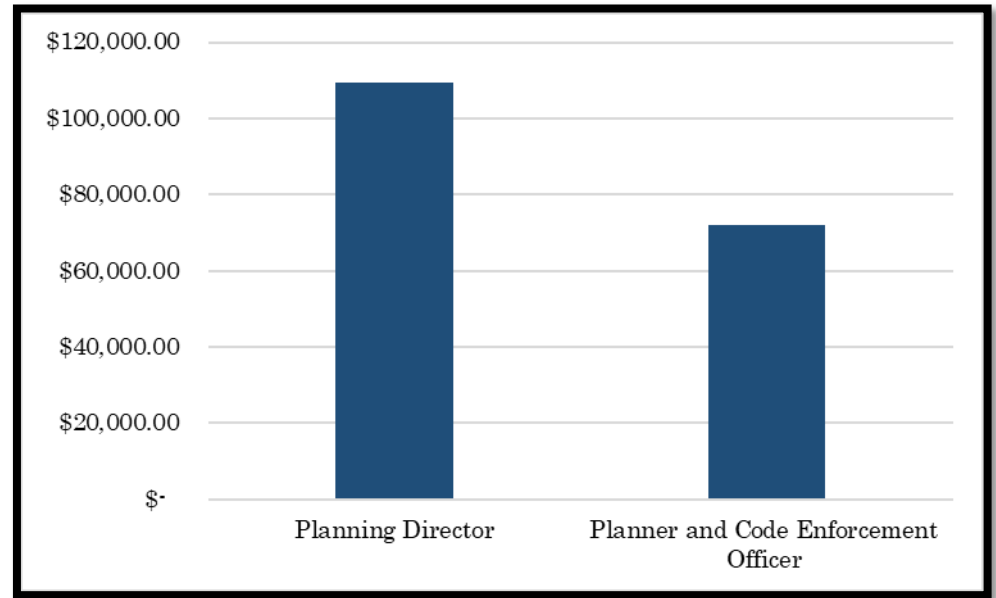
Planning Director \$82,259

Planner and Code Enforcement Officer \$76,339

City of High Point

Planning Director \$141,957

Planner and Code Enforcement Officer \$71,697



Based on the data collected, then the average salary for both the Planning Director and Planner and Code Enforcement Officer would be as follows.

Planning Director: \$90,000 (Grade 28) **Maximum Salary: \$121,429**

Planner and Code Enforcement Officer: \$69,569 (Grade 20) **Maximum Salary: \$82,221**

The hiring salary for the Planning Director position shall be up to \$90,000, while the hiring range for the Planner/Code Enforcement Officer positions shall be up to \$70,000, based on qualifications and experience.

Current Contracted Service

The City of Trinity contracts with Municipal Services, Inc. to provide all planning and code enforcement services for the City. Currently, the City utilizes 64 hours of planning services and 16 hours of code enforcement services per week. The combined weekly cost for these contracted services is \$5,440, resulting in an annual expenditure of approximately \$282,880.

Positions	Rates	Hrs Per Week	Total	Annual
Planner	\$72.00	64	\$4,608.00	\$ 239,616.00
Code Enforcement Officer	\$52.00	16	\$ 832.00	\$ 43,264.00
Contracted Total				\$ 282,880.00

Proposed Full-time Employees

To effectively budget for personnel, it is essential to account for both salaries and benefits based on a 26.5 payroll cycle. Below is the total estimated cost for the positions of Planning Director and Planner and Code Enforcement Officer. Please note that the rates provided are based on the City of Trinity’s Fiscal Year 2024–2025 contract.

Positions	Salaries	Retirement (14.35%)	FICA (7.65%)	Insurance
Planning Director	\$ 90,000.00	\$ 12,915.00	\$ 6,885.00	\$ 16,700.00
Planner/Code Enforcement Officer	\$ 70,000.00	\$ 10,045.00	\$ 5,355.00	\$ 16,700.00
Grand Total	\$ 160,000.00	\$ 22,960.00	\$12,240.00	\$ 33,400.00
Department Total				\$ 228,600.00

Recommendation

Based on the information outlined above, the City of Trinity is projected to achieve total cost savings of \$54,280 by transitioning from contracted services to full-time staff within the Planning and Zoning Department.

In addition to the financial benefits, the current business environment further supports the value of investing in full-time personnel. It is recommended that the City implement a staggered transition plan, allowing contracted employees to assist in the training and onboarding of new full-time staff.

Specifically, the current contract Planner/Code Enforcement Officer should provide training to the incoming full-time Planner/Code Enforcement Officer for a period of four months. This training would consist of 8 hours per week dedicated to code enforcement and 12 hours per week focused on planning, totaling 20 hours weekly.

Furthermore, it is recommended that the contract Planning Director provide mentorship and transitional training to the new full-time Planning Director over an eight-month period, with a minimum of 24 hours of training per week.

This phased approach will ensure a smooth transfer of institutional knowledge and responsibilities, promoting continuity and operational effectiveness during the transition.



Transition Work Plan



TRINITY

NORTH CAROLINA

Planning & Zoning Department Transition Work Plan

Project Title: Transition from Contracted Services to Full-Time Staff

Duration: July 2025 – February 2026

Prepared by: Human Resources

1. Objective

To transition the Planning and Zoning Department from contracted services to full-time personnel while ensuring continuity of operations, knowledge transfer, and cost savings.

2. Goals

- Hire full-time Planning Director and Code Enforcement Officer
- Facilitate effective training and knowledge transfer from contracted staff
- Achieve long-term cost savings of \$54,280
- Improve service continuity and institutional knowledge

3. Work Plan Summary

Phase	Activities	Timeline	Responsible Party	Outcome/Deliverable
Phase 1: Planning & Recruitment	Finalize job descriptions and advertise positions	July 2025	HR Department	Job postings released
	Conduct interviews and select candidates	August 2025	HR, Contract Staff and City Manager	Candidates selected
	Extend offers and finalize hiring	September 2025	HR Department	Employment offers accepted

Phase 2: Onboarding & Training (Code Enforcement Officer & Planner)	Begin training with contract staff	Sept – Dec 2025 (4 months)	Planning Director & Contracted Staff	20 hrs/week (8 hrs CE, 12 hrs Planning)
Phase 3: Onboarding & Training (Planning Director)	Begin transition training	Sept 2025 – April 2026 (8 months)	Contract Planning Director	24 hrs/week mentorship
Phase 4: Performance Monitoring	Evaluate new hires and knowledge transfer	Dec 2025 – Feb 2026	Department Heads	Training evaluation reports
Phase 5: Contract Conclusion	Gradually reduce and terminate contracts	Jan – Feb 2026	City Manager & Finance	Contracts closed

4. Key Performance Indicators (KPIs)

- 100% of training hours completed as scheduled
- Full-time staff fully integrated by February 2026
- Measurable improvements in service response time and consistency
- Realization of \$54,280 in cost savings annually

5. Budget Considerations

- Salary and benefit allocations for new hires (based on FY 2024–2025 budget)
- Temporary overlap with contracted staff during training period

Reference Page

North Carolina League of Municipalities (NCLM)

- **Resource:** Salary & Fringe Benefits Survey Results
- **Website:** <https://www.nclm.org/member-portal/salary-fringe-benefits-survey-results/>
- **Purpose:** Provides comprehensive salary and benefits data to assist municipalities in benchmarking and comparative analysis across the state.

City of Archdale – Human Resources Department

- **Website:** <https://www.archdale-nc.gov/>
- **Contact:**
 - **Phone:** (336) 431-9141
 - **Email:** info@archdale-nc.gov
- **Address:** 307 Balfour Drive, Archdale, NC 27263

City of High Point – Human Resources Department

- **Website:** <https://www.highpointnc.gov/>
- **Contact:**
 - **Phone:** (336) 883-3253
 - **Email:** humanresources@highpointnc.gov
- **Address:** 211 S. Hamilton Street, High Point, NC 27260

City of Thomasville – Human Resources Department

- **Website:** <https://www.thomasville-nc.gov/>
- **Contact:**
 - **Phone:** (336) 475-4210
 - **Email:** hr@thomasville-nc.gov
- **Address:** 10 Salem Street, Thomasville, NC 27360

These resources are valuable for conducting salary benchmarking, understanding regional compensation trends, and facilitating communication with neighboring municipalities for collaborative efforts.



Job Descriptions



PLANNER/CODE ENFORCEMENT OFFICER



Level	Experienced	Education Level	Bachelor's Degree
Department	Planning and Zoning	FLSA Status	Non-Exempt
Reports To	Planning/Zoning Director	Supervisory Responsibilities	No

Distinguishing Features of the Class

An employee in this class is responsible for professional-level planning duties enforcing zoning, land use, watershed and mobile home ordinances, and performing related planning functions. Work is performed independently and provides staff support to boards. Work includes reviewing zoning permits, and performing site review. Work requires considerable public contact with developers, boards, and the general public. Tact and courtesy are essential in performing assigned duties. Work is supervised by the Planning Director and is evaluated based on conferences and reviews of the assignment.

Duties and Responsibilities

- Administers the zoning permit process; reviews rezoning and variance applications; explains regulations and process requirements; reviews plans and makes recommendations and amendments to Planning Board; issues zoning and watershed permits.
- Explains and advises the public on regulations of zoning, water supply watershed, Falls watershed stormwater, and subdivision ordinances. Reviews development plans for zoning and subdivision regulations, and road standards; conducts site inspections and reviews.
- Reviews potential plans and projects for compliance with County ordinances such as zoning, subdivision, water supply watershed, stormwater, and floodplain hazard mitigation contained in the land development code.
- Prepares agenda, reports and packets for Planning Board and Board of Adjustment; serves as staff support and advisor to boards.

Additional Job Duties

Performs related duties as required.

Knowledge, Skills, and Abilities

- Knowledge and understanding of the principles and practices of community planning.
- Knowledge of the technical ordinance, codes and regulations pertaining to land use planning and development, including zoning and subdivision principles.
- Knowledge of basic governmental and administrative frameworks involved in effective planning.
- Skill in the use of computers for compiling reports, GIS mapping, developing presentation material, and storing and retrieving data.
- Ability to enforce zoning and other ordinances with tact and firmness.

- Ability to communicate effectively in oral and written form and make presentations.
- Ability to analyze planning issues and recommend solutions.
- Ability to organize and perform the administrative and technical support functions of the assigned boards.
- Ability to establish and maintain effective working relationships with city employees, county officials, developers and the general public.

Physical Requirements

- Must be able to physically perform the basic life operational functions of standing, walking, fingering, talking and hearing.
- Must be able to perform sedentary work, exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
- Must possess the visual acuity to prepare data, operate a computer, do extensive reading, review plans, and use measurement devices.

Desirable Education and Experience

Graduation from a four-year college or university with a major in urban planning, geography, landscape architecture or related field and some experience as a professional planner; or any equivalent combination of education, experience, and training.

Special Requirement

Possession of a valid North Carolina driver's license.

Salary Range

Hiring Range \$46,984 - \$70,475

Full Range \$46,984 – \$82,221

Physical Requirements:

Work may include sitting, walking, bending, kneeling, crouching, reaching, grasping, and stooping. Must be able to perform heavy work exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

Motor/Sensory Requirements:

Grasping, feeling, and repetitive motions are required to accurately perform essential functions of job. Vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operation or inspection of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, noise, hazards, and atmospheric conditions.

ADA Compliance

The requirements described here are representative of the abilities and skills that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act (ADA), reasonable accommodations may be made to empower individuals with disabilities to undertake the essential duties and responsibilities of the position.

Environmental Factors:

Work may include both indoor and outdoor activity where employee is exposed to elements of nature: cold, hot, humidity, rain, snow, sleet, ice, etc. Work activity does not entail predictable or unpredictable exposure to blood or body fluids.

Conditions of Employment

Background check with local and state law enforcement agencies may be required. Must have and maintain a valid North Carolina driver's license with an acceptable driving record. Failure to comply with or fulfill these conditions may result in termination.



PLANNING DIRECTOR



Level	Experienced	Education Level	Bachelor's Degree
Department	Planning and Zoning	FLSA Status	Exempt
Reports To	City Manager	Supervisory Responsibilities	Yes

Distinguishing Features of the Class

An employee in this class is responsible for professional-level planning duties enforcing zoning, land use, watershed and mobile home ordinances, and performing related planning functions. Work is performed independently and provides staff support to boards. Work includes reviewing zoning permits, and performing site review. Work requires considerable public contact with developers, boards, and the general public. Tact and courtesy are essential in performing assigned duties. Work is supervised by the Planning Director and is evaluated based on conferences and reviews of the assignment.

Duties and Responsibilities

- Directs and manages the activities of the Planning and Zoning Department.
- Provides leadership in the development and implementation of comprehensive planning initiatives.
- Prepares and presents reports and recommendations to the City Council, Planning Board, and other bodies.
- Explains and advises the public on regulations of zoning, water supply watershed, Falls watershed stormwater, and subdivision ordinances. Reviews development plans for zoning and subdivision regulations, and road standards; conducts site inspections and reviews.
- Reviews potential plans and projects for compliance with County ordinances such as zoning, subdivision, water supply watershed, stormwater, and floodplain hazard mitigation contained in the land development code.
- Prepares agenda, reports and packets for Planning Board and Board of Adjustment; serves as staff support and advisor to boards.
- Supervises and evaluates planning and code enforcement staff

Additional Job Duties

Performs related duties as required.

Knowledge, Skills, and Abilities

- Thorough knowledge of principles and practices of urban and municipal planning.
- Familiarity with North Carolina General Statutes related to land use and zoning.
- Ability to interpret and apply complex zoning and subdivision regulations.
- Strong written and verbal communication skills, including presentation to public bodies.
- Skill in conflict resolution, facilitation, and community engagement.
- Proficiency with GIS, planning software, and Microsoft Office Suite.

- Ability to communicate effectively in oral and written form and make presentations.
- Ability to analyze planning issues and recommend solutions.
- Ability to organize and perform the administrative and technical support functions of the assigned boards.
- Ability to establish and maintain effective working relationships with city employees, county officials, developers and the general public.

Physical Requirements

- Must be able to physically perform the basic life operational functions of standing, walking, fingering, talking and hearing.
- Must be able to perform sedentary work, exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.
- Must possess the visual acuity to prepare data, operate a computer, do extensive reading, review plans, and use measurement devices.

Desirable Education and Experience

Bachelor's degree in Urban Planning, Public Administration, Geography, or a related field with at least 5 years of experience as a professional planner; and have at least 2 years of supervisory or leadership role. Certification by the American Institute of Certified Planners (AICP) is preferred or must be obtained within 12 months of hire.

Special Requirement

Possession of a valid North Carolina driver's license.

Salary Range

Hiring Range \$69,388 - \$104,082

Full Range \$69,388 – \$121,429

Physical Requirements:

Work may include sitting, walking, bending, kneeling, crouching, reaching, grasping, and stooping. Must be able to perform heavy work exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

Motor/Sensory Requirements:

Grasping, feeling, and repetitive motions are required to accurately perform essential functions of job. Vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operation or inspection of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, noise, hazards, and atmospheric conditions.

ADA Compliance

The requirements described here are representative of the abilities and skills that must be met by an employee to successfully perform the essential functions of this job. In accordance with the Americans with Disabilities Act (ADA), reasonable accommodations may be made to empower individuals with disabilities to undertake the essential duties and responsibilities of the position.

Environmental Factors:

Work may include both indoor and outdoor activity where employee is exposed to elements of nature: cold, hot, humidity, rain, snow, sleet, ice, etc. Work activity does not entail predictable or unpredictable exposure to blood or body fluids.

Conditions of Employment

Background check with local and state law enforcement agencies may be required. Must have and maintain a valid North Carolina driver's license with an acceptable driving record. Failure to comply with or fulfill these conditions may result in termination.



Memorandum

TO: Mayor and City Council Members
FROM: Crystal Postell, Finance Director
CC: Stevie Cox, City Manager
DATE: May 27, 2025
REF: Fiscal Year 2025 – 2026 Contracts

Summary:

The contracts presented to City Council are intended for execution in the upcoming Fiscal Year 2025–2026. The Annual Budget, including budgeted revenues and expenditures, was approved and adopted on May 12, 2025.

Background:

The following contracts are scheduled for execution upon adoption of the City’s Fiscal Year 2024–2025 Annual Budget. Copies of these contracts are available for review, and staff are available to address any questions or concerns.

- Planning (Municipal Services, Inc.)
- Code Enforcement (State Code Enforcement, Inc.)
- Stormwater Consulting (BlueStream)
- Digital Marketing and Development (Archdale Trinity Chamber)

Recommendation:

Staff recommends that the City Council approve and adopt contracts for Fiscal Year 2025 – 2026 Services.

Attachments:

- Planning (1year Municipal Services, Inc.)
- Code Enforcement (State Code Enforcement, Inc.)
- Stormwater Consulting (BlueStream)
- Digital Marketing and Development (Archdale Trinity Chamber)

DIGITAL MARKETING AND DEVELOPMENT AGREEMENT

This **DIGITAL MARKETING AND DEVELOPMENT AGREEMENT** (the “Agreement”) made effective the 1st day of July, 2025, by and between the **CITY OF TRINITY**, of 5978 NC Highway 62, P.O. Box 50, Trinity, NC 27370 (hereinafter “City”), and **ARCHDALE-TRINITY CHAMBER OF COMMERCE**, a North Carolina non-profit corporation, of 213 Balfour Drive, Archdale, NC 27263 (hereinafter “ATCOC”).

WHEREAS, ATCOC represents a membership of local businesses and organizations by hosting community and networking events, and plays a crucial role in promoting economic growth and development within the greater Archdale-Trinity region;

WHEREAS, City is responsible for managing and providing meaningful and beneficial services to the residents of Trinity, North Carolina; and

WHEREAS, ATCOC and City (individually, “Party” and collectively “Parties”) have come to a mutual agreement under which ATCOC will create, connect, elevate, and enhance the digital presence of City for the benefit of City’s residents across City’s now existing and hereinafter established social media accounts (the “Accounts”) on all social media platforms (the “Platforms”) now known or hereafter created. In addition to marketing and recruiting new businesses to establish themselves in the City of Trinity, we are also focused on supporting existing businesses, fostering community engagement, and promoting sustainable growth throughout the region.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and the consideration set forth herein, the Parties hereto agree as follows:

1. Services Provided. Pursuant to the terms of this Agreement, ATCOC shall provide the following services to City (the “Services”):
 - a. Further developing City’s Accounts on all Platforms now known or hereafter created;
 - b. Regular updating of the Accounts on all Platforms relating to the announcement of community events, community news, public works, meeting schedules and additional updates the City may request;
 - c. Hosting, coordinating, and advertising a community networking event in collaboration with the City Manager/Mayor to provide residents with updates pertaining to City’s future development;
 - d. Aiding City in the development and success of a Farmers Market, including the continued pursuit of state funding for additional updates and/or infrastructure to ensure the comfort and successes of this market;
 - e. Compiling a newsletter for distribution to City residents to be released at scheduled times with frequency to be determined by City and City staff. The newsletter will be regularly updated to reflect current and upcoming community events, community news, public works, City meeting schedules, business highlights and/or opportunities, and any additional updates the City may request;
 - f. Beginning strategic planning in collaboration with City for a community event dedicated and hosted in City, such as a festival, parade, food truck festival, or other event as agreed upon by City for the benefit of City’s residents; and

- g. The Chamber will develop and maintain commercial marketing plans for available properties and actively support efforts to attract new businesses to the City of Trinity.
- h. The Chamber will represent the City of Trinity at developer conferences and continuing education or resource groups, as deemed appropriate by City Council.
2. License of Social Media Accounts. Subject to the provisions of this Agreement and in order to perform the Services outlined hereinabove, City grants to ATCOC, and ATCOC accepts, an exclusive, non-transferrable, non-assignable license to manage and use City's now existing and hereinafter established Accounts on any and all Platforms now known or hereafter created (the "License"). This License shall expire at the termination or expiration of this Agreement.
 3. Term. The initial term of this Agreement shall be one (1) year from the date first set forth above, to coincide with the fiscal year of City (the "Term"). This Agreement may be renewed after the expiration of the initial term for additional one (1) year terms (the "Additional Terms") upon the annual review and approval as required by ATOCC rules and regulations.
 4. Payment for Services. Payments under this Agreement shall be made as follows:
 - a. Initial Term: During the initial Term of this Agreement, City shall Pay ATCOC the sum of Twenty Thousand and NO/100 Dollars (\$20,000.00) for the Services in monthly installments, as invoiced by ATCOC (the "Contract Sum").
 - b. Additional Term(s): For any applicable extension or renewal of this Agreement, the Contract Sum may be adjusted by the mutual written agreement of the Parties; Absent the existence of any mutual written agreement to the contrary, the Contract Sum for each Additional Term of this Agreement shall be Twenty Thousand and NO/100 Dollars (\$20,000.00).
 - c. Invoicing: ATCOC shall invoice City on a monthly basis at the end of each calendar month for which Services have been rendered pursuant to this Agreement, and City shall cause ATCOC to be paid the invoiced sums as they become due.
 5. Progress Reports. The Parties mutually covenant and agree to conduct regular progress reports as may be requested by either Party from time to time in order to review the effectiveness of the services provided and make any necessary adjustments to the Services. The Parties further covenant and agree to maintain open lines of communication with the other Party in relation to the Services.
 6. Termination. Either Party may terminate this Agreement for any reason during the Term, or any Additional Terms, by giving the other Party not less than thirty (30) days advance written notice. Upon termination, ATCOC shall provide a final invoice to City for the Services rendered during the final thirty (30) days of the Agreement, and City shall cause ATCOC to be paid the final invoiced sum.
 7. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, claims, suits, actions, judgments, liabilities, and expenses, including reasonable attorneys' fees, arising out of or with respect to: (i) the negligence, recklessness, or willful misconduct on the part of the indemnifying Party; (ii)

the failure by the indemnifying Party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and (iii) any breach of this Agreement by the indemnifying Party.

8. Entire Agreement. This Agreement constitutes and contains the entire agreement between or among the Parties hereto with respect to subject matter hereof and cancels, supersedes and is in full substitution of any and all prior negotiations, understandings, agreements, representations, warranties, or undertakings with respect to the subject matter hereof.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any party hereto may execute and deliver a counterpart of this Agreement by delivering by electronic transmission a signature page of this Agreement signed by such party, and any such electronic signature shall be treated in all respects as having the same effect as an original signature.
10. Governing Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. Any claims or disputes under this Agreement shall be solely and exclusively heard in the state or federal courts sitting in or having jurisdiction over Randolph County, North Carolina. Both Parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.
11. Amendment. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all Parties.

(Signature Page to Follow)

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

**ARCHDALE-TRINITY CHAMBER OF COMMERCE,
a North Carolina non-profit corporation**

By: Ashlee Willett
Ashlee Willett, President

Date: 5/22/2025

CITY OF TRINITY, North Carolina

By: _____
City Manager/Mayor

Date: _____

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

By: _____
Crystal Postell, Finance Director

Date: _____

STATE OF NORTH CAROLINA

STORMWATER CONSULTING
ON-CALL SERVICES
NCS000502

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2025, by and between Blue Stream Environmental, LLC., (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 of Trinity is required by their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit to implement a comprehensive Stormwater Management Plan (SWMP) which includes six minimum control measures, in addition to Program Implementation, Documentation & Assessment:

- Public Outreach & Education
- Public Involvement & Participation
- Illicit Discharge Detection & Elimination (IDDE)
- Construction Site Runoff Controls
- Post-Construction Site Runoff Controls
- Pollution Prevention & Good Housekeeping (PP/GH) for Municipal Operations

AND WHEREAS the City's MS4 permit renewed on January 2024 for a five (5) year term and the new SWMP determines how the permit requirements will be implemented. In an effort to assist the City with meeting their SWMP and permit requirements, Blue Stream Environmental is submitting this proposal for technical and field work assistance. While it is our opinion that this program necessitates a minimum of a full-time stormwater dedicated staff member, Blue Stream Environmental is able to fill some of the personnel gaps for this permit year.

AND WHEREAS Blue Stream Environmental is proposing to coordinate with the City, Glover Engineering, Stormwater SMART, and DEQ to complete the work required by the SWMP and the permit.

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 professional technical assistance regarding the MS4 Permit that renewed January 2024, in addition to technical assistance implementing the new Stormwater Management Plan. The Contractor will provide the Stormwater Administrator in July of 2025 and each month thereafter a report of activities and accomplishments for the prior month.

Section 1.1 Independent Contractor. The Contractor is an Independent Contractor and shall not receive assignments, schedules, or restrictions from the City. The Contractor shall be solely responsible for the hiring, training, discipline, and for any potential dismissal of its personnel. The City shall not be responsible for any independent contractors retained by the Contractor in the performance of this Contract.

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, 2025, and continuing until June 30, 2026. 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.

Upon cancellation by the City, the Contractor shall only be paid for services rendered and completed prior to the ruminantion date. The Contractor shall forfeit any right or claim to monthly payments for the remaining balance and term of this contract.

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

- 1- **Hourly Contract Amount**= Eighty-Five (\$ 85.00) dollars per hour.
- 2- **Maximum Hours**= For the purposes of this contract, the City of Trinity authorizes Blue Stream Environmental, LLC for services not to exceed five hundred and two (520) hours per year, or not to exceed forty-four thousand two hundred (\$44,200) without the written authorization from 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 5.1 Workers Compensation. Contactor agrees to provide to the City a copy of the current Workers Compensation Insurance Policy and complete the verification of workers compensation form for staff and any other contracted personnel of the Contractor under this contract.

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:
Blue Stream Environmental
2591 King William Dr.
Kernersville, NC 27284

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 forum and venue for actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County or Federal Court in the Middle District of North Carolina. 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 stop, 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.

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" include 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.

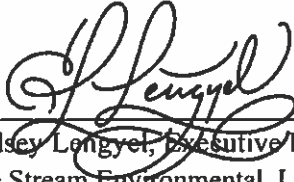
Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless it is written and signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or City designee signs it 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, City Manager
City of Trinity, NC



Lindsey Longyel, Executive Manager
Blue Stream Environmental, LLC

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

BY:.....
Trinity Finance Director

STATE OF NORTH CAROLINA

PLANNING SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2025, 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 planner in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August 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 continued until cancelled by either party as described in section 10, with the term of the contract commencing at 12:01 a.m. on July 1, 2025.

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 without the written approval of the city manager.

All hourly rates may increase by up to 5% for COLA on July 1st each year (*starting in 2026*).

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. The City may cancel the contract at any time, with or without cause with thirty (30) days' written notice. 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 notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim monthly payments for the month(s) following the expiration of the thirty (30) or 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 2126)
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 nor moved to federal court. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered into 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 delegating) 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 2025, 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 continued until cancelled by either party as described in section 10, with the term of the contract commencing at 12:01 a.m. on July 1, 2025.

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, without the written authorization from the City Manager.
- 3- **Postage Cost for sending letters** = will be in addition to the hourly cost and will be billed on the monthly invoice at the rate of the actual postage cost plus \$.75 per letter for paper, ink, envelopes, etc. This rate may increase by up to 5% per year starting July 1, 2026.
- 4- Newspaper Ads for notification purposes when the owners can't be found will be billed at the rate charged by the newspaper.

All hourly rates may increase by up to 5% for cola on July 1st each year (*starting in 2026*).

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. The City may cancel the contract at any time, with or without cause with thirty (30) days' written notice. 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 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 thirty (30) or 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 2126)
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 into 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 delegating) 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.

(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 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