



City of Trinity
CITY COUNCIL MEETING

March 11, 2024 at 6:30 PM

Trinity City Hall Annex

AGENDA

NCGS § 143-318.17 Disruption of official meetings

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

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

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

- 1. Call to Order; Welcome Guests and Visitors**
- 2. Pledge of Allegiance and Invocation**
- 3. Review, amend if needed, and approve Proposed Regular Agenda**
- 4. Public Comment Period**
- 5. Consent Agenda Items**
 - a.** Approval of Regular Meeting Minutes of February 12, 2024
 - b.** Approval of Closed Session Meeting Minutes of February 12, 2024
 - c.** City of Trinity- Monthly Financial Position Review
 - d.** Resolution 24 - 05: Approve the North Carolina League of Municipalities (NCLM) Accounting Services, Cybersecurity and Technical Assistance Agreement (*Finance Director Crystal Postell*)
- 6. Recognitions and Presentations**
 - a.** Trinity High School Dual-Team Wrestling 2A State Championship Proclamation (*City Manager Stevie Cox*)
- 7. Action Agenda**

- a. Project Ordinance 24 - 05; Establish both the City Hall and City Hall Annex Parking Lots Resurfacing** (*Finance Director Crystal Postell*)
 - b. Special Use Permit Approval Order - 5996 Welborn Rd.** (*Planning Jay Dale*)
 - c. Award of Bid for Resurfacing Contracts** (*Rick Austin, Abbotts Creek Engineering*)
- 8. Closed Session for Legal Pursuant to NCGS 143-318.11(a)(3)**
 - 9. Mayor, Council and City Manager Updates**
 - 10. Adjournment**



City of Trinity
CITY COUNCIL MEETING

February 12, 2024 at 6:30 PM

Trinity City Hall Annex

MINUTES

PRESENT

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

OTHERS PRESENT

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

Call to Order, Welcome Guests and Visitors

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

Pledge of Allegiance and Invocation

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

Review, amend if needed, and approve Proposed Regular Agenda

Mayor Pro Tem Hicks made a motion to amend the agenda to add between 8 b and 8 c to discuss the Skills Games Business at 3410 Meadowbrook Drive. The motion was seconded by Councilman Johnson with a unanimous vote of 5 ayes and 0 nays.

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

Public Comment Period

No Public Comments

Consent Agenda Items

- a. Approval of Regular Meeting Minutes of January 8, 2024
- b. Approval of Closed Session Meeting Minutes of January 8, 2024
- c. Approval of Recessed Meeting Minutes of January 11, 2024
- d. Special Called Closed Session Meeting Minutes of January 11, 2024
- e. Finance Director's City of Trinity Financial Statements (*Finance Director Crystal Postell*)
- f. Budget Ordinance 24 - 05: Planning Department (*Finance Director Crystal Postell*)
- g. Planning Board Appointments (*Planning Director Jill Wood*)
- h. 2024 Meeting Schedule Date Change

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

Presentations and Awards

- a. **Briefing on Randolph Community College Strategic Planning Process** (*Linda Brown, Strategic Planning and Development Officer*)

Linda Brown, Strategic Planning and Development Officer at Randolph Community College presented a brief update on growth development in the Randolph County area and at the Community College. They are asking for input from the City of Trinity. Several dates have been scheduled with more information.

- b. **Financial Audit Review** (*Finance Director Crystal Postell*)

Monty Pendry, Gibson & Company, P.A. presented the results of the City's annual audit review along with it's Annual Comprehensive Financial Report for Fiscal Year 2022 - 2023.

Public Hearing

Mayor McNabb opened the Public Hearing.

- a. **Request for a Special Use Permit - 5996 Welborn Road** (*Planning Jay Dale*)

Planner Jay Dale, Tracy Mahan and Sandy McMorro were sworn in by City Clerk Darien Comer. The oath that was administered: *Do you solemnly affirm that the testimony you shall give tonight is the truth, the whole truth, and nothing but the truth, so help you God.*

Planner Jay Dale presented to the Council a summary for a request for a Special Use Permit. Tracy Mahan, Thomasville, North Carolina would like to develop and operate a childcare facility as per site plan. The property is located at 5839 Surrett Drive, 1.42 acres, Pin #7707301325, Zoning District OI.

The City Council decision shall be done by applying the land-use impact facts of the proposed special use to the following standards:

- That the use or development is located, designed, and proposed to be operated so as to maintain or promote public health, safety, and general welfare.
- That the use or development complies with all required regulations and standards of this ordinance and with all other applicable regulations.
- That the use or development is located, designed, and proposed to be operated so as not to substantially injure the value adjoining or abutting property, or that the use or development is a public necessity; and
- That the use or development will be in harmony with the area in which it is to be located and conforms with the general plans for the land use and development of the City of Trinity and its environment.

Mr. Dale stated that the applicant is purchasing the property contingent upon approval of the special use permit, obviously without the special use permit he couldn't do it anyway. I'm sure he has looked into what the state would require. However, at this point there has not been anything acquired from the state, permit wise to operate a daycare. He is not zoned or does not have the special use permit yet.

Mayor Pro Tem Hicks asked Mr. Dale, from your perspective there aren't any constraints on the property that would cause this to not be used for this purpose. Mr. Dale answered, no sir it is a 1.42 acre lot. The applicant submitted site plans that showed that the fencing would go as the state requires. The state will have a number of requirements for the child care facility that they will have to meet as well before he could even open.

Mayor McNabb asked if there were houses on both sides and across the street. Mr. Dale answered yes, there are houses around it and it is already currently zoned office institutional.

Tracy Mahan from Thomasville, North Carolina was present and available for questions.

Speaking For:

None

Speaking Against:

None

Councilman Johnson made a motion to approve the Special Use Permit at 5996 Welborn Road. The motion was seconded by Mayor Pro Tem Hicks with a unanimous vote of 5 ayes and 0 nays.

Mayor Pro Tem Hicks made a motion to close the Board of Adjustment. The motion was seconded by Councilman Walker with a unanimous vote of 5 ayes and 0 nays.

Action Agenda

a. Skills Games Business - 3410 Meadowbrook Drive (*Planner Jay Dale*)

Planner Jay Dale presented to the Council a summary of Mr. Muhammad Fayyad's property at 3410 Meadowbrook Drive. In response to are complaints, an inspection was conducted by the City of Trinity on January 5, 2024. The complaints concerned the operation of a Skills Gaming Operation in business at his property known as the Tiki Cove Arcade. Mr. Fayyad was sent a Notice of Violation of January 5, 2024 informing him that his property was currently zoned HC-CZ (Highway Commercial - Conditional Zoning) and that the correct zoning for an Electronic Gaming Operation is either M-1 CZ (Heavy Manufacturing District Conditional Zoning) or M-2 CZ (light Manufacturing District Conditional Zoning). The Notice of Violation further explained that to bring his property into compliance, Mr. Fayyad would either have to make application for the correct zoning, cease the Electronic Gaming Operation immediately or make an appeal to the Board of Adjustment. A reinspection was carried out January 17, 2024 and the Electronic Gaming Operation was still in business. On January 22, 2024, Mr. Fayyad came to the City Hall and met with the Zoning Enforcement Officer. Mr. Fayyad provided a copy of the lease agreement and explained that he was trying to close the business. It should be noted that this property would require a conditional zoning and as one of the conditions states you may not have an Electronic Gaming Operation within 500 feet of a residentially zoned lot, it does not appear it could be zoned for such a use had Mr. Fayyad wanted to apply for rezoning.

Mayor Pro Tem Hicks made a motion for the City Attorney to send a letter to Mr. Fayyad, stating that he is out of compliance and the City will be pursuing legal action. The motion was seconded by Councilman Walker with a unanimous vote of 5 ayes and 0 nays.

b. Approval of the Order of the Board of Adjustment in the case of Chad Long (*Planning Jay Dale*)

Planner Jay Dale presented a summary to the Council. On January 8, 2024, the Trinity's Board of Adjustment heard a request for a variance from Mr. Chad Long for his pre-existing, non-conforming lot of record on Lake Darr Road (PIN #7717088835). The variance was to grant relief from the requirements of **Article IX, Section 9-2 and Article XII, Section 12-4** of the City of Trinity's Zoning Ordinance. The Ordinance requires that Mr. Long seek a variance if he is unable to meet the dimensional requirements for his lot. His lot is zoned R-40 and requires 100 ft. at the building line. Mr. Long's lot is 75 ft. wide. The Board of Adjustment recessed the public hearing until January 11, 2024. At which time, they voted unanimously to approve the variance request for a single family residence.

Findings of Fact:

The City of Trinity Board of Adjustment finds that the following conditions exist:

1. Unnecessary hardship would result from the strict application of the regulation.
2. The hardship results from conditions of location and topography that are peculiar to the property.
3. The hardship did not result from actions taken by the applicant or the property owner.
4. The requested variance is consistent with the spirit, purpose, and intent of the regulations, such that public safety is secured and substantial justice is achieved.

Mayor Pro Tem Hicks made a motion to approve the Order of the Board of Adjustment in the case of Chad Long granting the variance. The motion was seconded by Councilman Johnson with a unanimous vote of 5 ayes and 0 nays.

c. Resurfacing Projects Presentation (*Rick Austin, Abbotts Creek Engineering*)

Rick Austin with Abbotts Creek Engineering has been assisting the City of Trinity with the inspections and recommendations on City owned streets. Mr. Austin is proposing the resurfacing of Carriage House Circle (1500 lf) and Stones Throw Subdivision (2671 lf) for this calendar year paving. The estimated cost of these two projects is approximately \$205,000 which is very close to the amount received annually in the Powell Bill Fund.

Councilman Johnson made a motion to approve the resurfacing request as presented. The motion was seconded by Councilman Walker with a unanimous vote of 5 ayes and 0 nays.

Rick Austin with Abbotts Creek Engineering was given the task of resurfacing the two City owned parking lots. Mr. Austin's request is that the Finance Director do an Ordinance to protect the money for the project to be completed at a later date.

Mayor Pro Tem Hicks made a motion to hold the funds over to the next physical year. The motion was seconded by Councilman Walker with a unanimous vote of 5 ayes and 0 nays.

d. City Council Members Reimbursement (*Finance Director Crystal Postell*)

Finance Director Crystal Postell presented the request that was made by Mayor Pro Tem Hicks to provide reimbursement for travel and training expenses for the Mayor and City Council.

Mayor Pro Tem Hicks made a motion to approve the changes to the travel and transportation policy for the Mayor and City Council Members Reimbursement. The motion was seconded by Councilman Johnson with a unanimous vote of 5 ayes and 0 nays.

Closed Session for Legal Pursuant to NCGS 143-318.11(a)(3)

Mayor Pro Tem Hicks made a motion to go into Closed Session Pursuant to NCGS 143-318.11(a)(3). The motion was seconded by Councilman Johnson with a unanimous vote of 5 ayes and 0 nays.

Mayor Pro Tem Hicks made a motion to close the Closed Session. The motion was seconded by Councilman Carico with a unanimous vote of 5 ayes and 0 nays.

Councilman Johnson made a motion to return to Open Session. The motion was seconded by Mayor Pro Tem Hicks with a unanimous vote of 5 ayes and 0 nays.

Mayor, Council and City Manager Updates

None

Adjournment

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

Attest:

Richard McNabb, Mayor

Darien P. Comer, City Clerk



MEMORANDUM

TO: Richard McNabb and City Council
FROM: Crystal Postell, Finance Director
CC: Stevie Cox, City Manager
DATE: 03/01/2024
SUBJECT: City of Trinity- Monthly Financial Position Review

Summary:

The Finance Department would like to present the City's monthly financial position for February 2024. Please keep in mind you will be receiving the City of Trinity's Financial Portfolio Overview quarterly per the Investment Policy.

Background:

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

Recommendation:

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

Attachment:

Budget versus Actual Statements for both the General and Sewer Fund

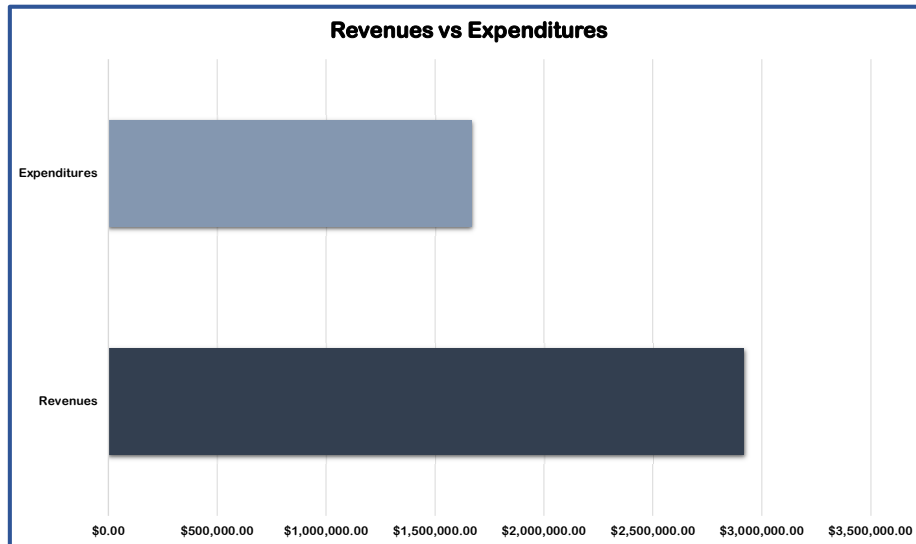


TRINITY

NORTH CAROLINA

General Fund Budget vs Actual Statement Ending on February 29, 2024

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Powell Bill	\$ 175,600.00	\$ 191,710.68
Ad Valorem/ Vehicle Tax	\$ 1,019,300.00	\$ 898,553.73
Sales and Use Tax	\$ 1,888,802.00	\$ 1,358,683.23
Solid Waste	\$ 487,200.00	\$ 333,540.02
Other Taxes	\$ 320,700.00	\$ 76,181.33
Investment Earnings	\$ 19,000.00	\$ 38,336.28
Other Revenues	\$ 351,253.00	\$ 21,433.06
	\$ 4,261,855.00	\$ 2,918,438.33
EXPENDITURES		
Governing Board	\$ 58,900.00	\$ 22,397.30
Administration	\$ 485,600.00	\$ 286,981.81
Finance	\$ 279,220.00	\$ 186,757.07
Planning/Zoning	\$ 431,900.00	\$ 239,603.79
Public Buildings	\$ 239,400.00	\$ 129,110.97
Animal Control	\$ 29,200.00	\$ 21,447.66
Public Safety	\$ 469,662.00	\$ 270,045.29
Powell Bill	\$ 120,300.00	\$ 3,240.00
Street	\$ 148,500.00	\$ 85,776.38
Stormwater	\$ 272,450.00	\$ 119,400.25
Sanitation	\$ 527,200.00	\$ 285,150.28
Economic Development	\$ 10,600.00	\$ 6,794.00
General Fund Transfers-Sale Tax W/S	\$ 1,115,544.00	\$ -
General Fund Transfers-City Hall Reserve		\$ -
Special Appropriation/Allocations	\$ 73,379.00	\$ 12,000.00
	\$ 4,261,855.00	\$ 1,668,704.80
		\$ 1,249,733.53

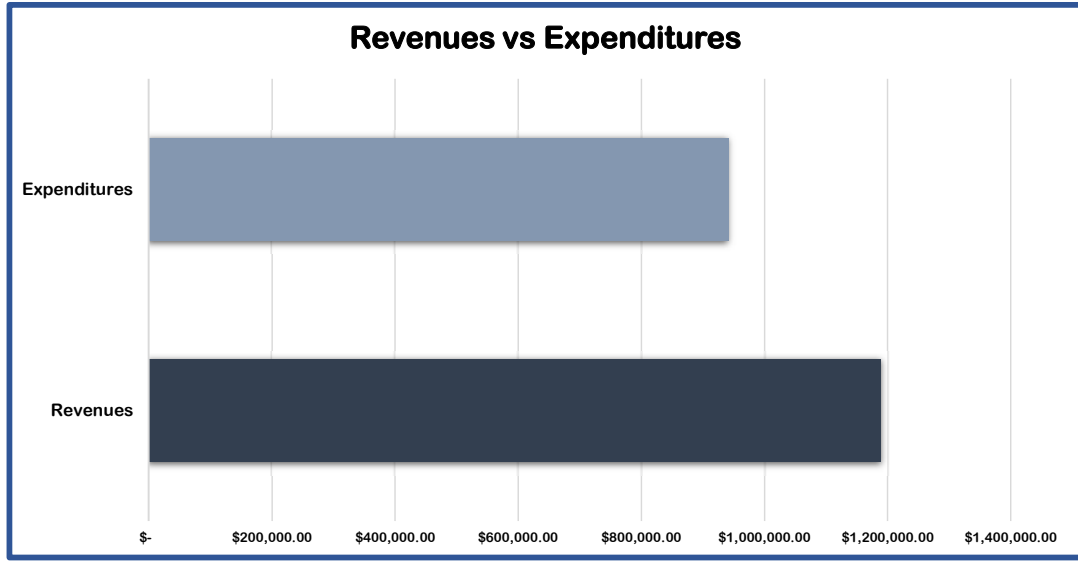


Note: The City of Trinity has collected about 68% of it's projected budgeted revenues. The City of Trinity has collected 7% of "Other Revenues" due to the City NOT utilizing both its budgeted General Fund Appropriated Fund Balance and the City Hall Reserve Fund. However, the City operational departments have only expensed about 39% of their total projected annual budgets. Currently, the City of Trinity has an estimated surplus of \$1,249,733.53 within the General Fund.



**Sewer Fund
Budget vs Actual Statement
Ending on February 29, 2024**

REVENUES		<u>Budget</u>	<u>Actual</u>
	Sewer Billing	\$ 1,267,875.00	\$ 855,319.04
	Sewer Tap Fees	\$ 44,000.00	\$ 58,400.00
	Investment Earnings	\$ 3,750.00	\$ 10,789.52
	Sales Tax Transfer In	\$ 1,115,544.00	\$ 1,613.00
	Other Revenues	\$ 375,000.00	\$ 263,543.00
		<u>\$ 2,806,169.00</u>	<u>\$ 1,189,664.56</u>
EXPENDITURES		<u>Budget</u>	<u>Actual</u>
	Sewer	\$ 2,806,169.00	\$ 941,557.97
		<u>\$ 2,806,169.00</u>	<u>\$ 941,557.97</u>
	Surplus / (Deficit)		<u>\$ 248,106.59</u>



Note: The City of Trinity has collected about 42% of it's projected budgeted revenues. However, the City operational departments have only expensed about 34% of their total projected annual budgets. Currently, the City of Trinity has an estimated surplus of \$248,106.59 within the Sewer Fund.



Memorandum

TO: Mayor and City Council Members

FROM: Crystal Postell, Finance Director

CC: Stevie Cox, City Manager

DATE: 02/20/2024

REF: RESOLUTION 24 – 05: Approve the North Carolina League of Municipalities (NCLM) Accounting Services, Cybersecurity and Technical Assistance Agreement

Summary:

The North Carolina League of Municipalities (NCLM) from the American Rescue Plan Act has funding to assist municipalities with accounting services, cybersecurity, and technical assistance. There is a resolution outlining the services of these grants.

Background:

The North Carolina League of Municipalities (NCLM) from the American Rescue Plan Act has funding to assist municipalities with accounting services, cybersecurity, and technical assistance. There are two (2) services being offered at no cost to the agreeing municipalities from NCLM in the form of a grant.

The first grant agreement is identified as OSBM-NCLM-65, which provides financial software and assistance programs for units of local governments such as accounting software upgrades. The second grant agreement is identified as OSBM-NCLM-66, which provides guidance and technical assistance to units of local government such as system security scans.

Recommendation:

Staff requests that the City Council approve and adopt Resolution 24 – 05.

Attachment:

Resolution 24 – 05
Trinity and NLCM Agreement



RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

1. Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and
2. Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the City of Trinity, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and
3. Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINITY:

Section 1. The Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.

Section 2. That the Finance Director is authorized to execute the attached Memorandum of Agreement and such other agreements and actions as necessary in accordance with the League’s Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted this 11th day of March, 2024

Richard McNabb, Mayor

Seal

Darien Comer, City Clerk

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Trinity (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (“League Services”). See Exhibit A.
- b. Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability**1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. 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 Agreement.

6. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality’s signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF TRINITY**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.



MEMORANDUM

TO: Richard McNabb, Mayor
City Council Members

FROM: Stevie Cox, City Manager

VIA: Darien Comer, City Clerk

CC:

DATE: March 4, 2024

REF: Trinity High School Dual-Team Wrestling 2A State Championship

Summary:

This proclamation is in recognition of the Trinity High School Dual-Team Wrestling 2-A State Championship on February 3, 2024.

Background:

On February 3, 2024, the Trinity High School Dual-Team Wrestling Team won the school’s first Dual-Team Wrestling Championship. Brandon Coggins is the wrestling team head coach and Robert Mitchell is the School’s Athletic Director. The team was led by Joseph Trahan, Jaden Allred and Lawson Coltrane.

Recommendation:

Staff recommends that the City Council approve Proclamation for the Trinity High School Dual-Team Wrestling 2-A State Championship.



PROCLAMATION OF HONOR AND RECOGNITION

TRINITY HIGH SCHOOL WRESTLING TEAM

WHEREAS, The Trinity High School Dual Team Wrestling won the NCHSAA 2-A Dual-Team Wrestling State Championship on February 3, 2024; and

WHEREAS, by their extraordinary efforts and excellent performance, dedication and commitment, these young athletes, along with their coaching staff, have proven to be a source of admiration and inspiration to the Trinity community; and

WHEREAS, special commendation is well deserved by all team members and coaches, as well as Trinity High School students, faculty and staff, and community residents who have encouraged and supported this team on their climb to the top.

NOW, THEREFORE, I, Richard McNabb, by the authority vested in me as Mayor of the City of Trinity, and on behalf of our City Council and all our citizens, do hereby extend this expression of our pride in the accomplishments of the Trinity High School Wrestling Team.

IN WITNESS, WHEREOF, I have hereunto set my hand and the seal of the City of Trinity, this the 11th day of March 2024.

Richard McNabb, Mayor



Memorandum

TO: Mayor and City Council Members

FROM: Crystal Postell, Finance Director

VIA: Rick Austin, Abbotts Creek Engineering

CC: Stevie Cox, City Manager

DATE: 02/29/2024

REF: Project Ordinance 24 – 05: Establish both the City Hall and City Hall Annex Parking Lots Resurfacing

Summary:

To Establish Project Ordinance 24 – 05 for the resurfacing of both the City Hall and City Hall Annex parking lots.

Background:

During the February 2024 Council Meeting, there was a presentation from Rick Austin with Abbotts Creek Engineering about the resurfacing of both the City Hall and City Hall Annex parking lots. Trinity City Council agreed to encumber the remaining \$60,000 budgeted for Fiscal Year 2023 – 2024. The City Council shall establish a Project Ordinance that will be amended after the bids are received to reflect the sum of the project.

Recommendation:

Staff recommends that the City Council approve and adopt the Project Ordinance 24 – 05 to establish both the City Hall and City Hall Annex Parking Lot Resurfacing Ordinance.

Attachments:

Project Ordinance 24 – 05



ESTABLISH BOTH THE CITY HALL AND CITY HALL ANNEX PARKING LOTS RESURFACING

Project Ordinance 24 – 05

BE IT ORDAINED by the City Council of the City of Trinity, North Carolina that the following be made to establish the capital project ordinance for the City Hall and City Hall Annex parking lots resurfacing.

Section 1. The estimated amounts are to be changed as follows:

	Increase (Decrease)
Public Buildings	\$ 60,000.00
	\$ 60,000.00

Section 2. The estimated revenues are to be changed as follows:

	Increase (Decrease)
Unrestricted Intergovernmental	\$ 60,000.00
	\$ 60,000.00

Section 3. Copies of this Budget Ordinance shall be furnished to the City Clerk and to the City Manager and Finance Director to be kept on file by them for their direction in the disbursement of funds.

Adopted this 11th day of March 2024.

SEAL

Richard McNabb, Mayor

Darren Comer, City Clerk



Memorandum

TO: Mayor and City Council

FROM: Jay Dale, Planner

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

DATE: March 1, 2024

REF: Special Use Permit Approval Order – 5996 Welborn Rd.

Summary:

TRACY MAHAN, Thomasville, North Carolina, requested a Special Use Permit to develop and operate a Childcare Facility as per site plan. Property Location: 5996 Welborn Rd. The City of Trinity Board of Adjustment APPROVED the request on February 12, 2024. Please find attached the Order Approving the Special Use Permit.

Recommendation:

Staff request that the City Council approve the Order Approving the Special Use. for the Childcare Facility at 5996 Wellborn Road.

Attachments:

Special Use Permit Approval Order.



**CITY OF TRINITY
ORDER APPROVING SPECIAL USE PERMIT**

**IN THE MATTER OF THE APPLICATION FOR SPECIAL USE PERMIT
BY TRACY MAHAN
5996 WELBORN RD
PIN# 7707301325**

NORTH CAROLINA

**CITY OF TRINITY
BOARD OF ADJUSTMENT**

Having heard all the evidence and argument presented at the hearing on February 12, 2024 the City of Trinity Board of Adjustment finds that the application is complete, that the application complies with all of the applicable requirements of the *Zoning Ordinance for the City of Trinity* for the development proposed, a daycare facility, and that therefore the application to make use of the property located at 5996 Welborn Rd. for the purpose indicated is hereby **APPROVED**, subject to all applicable provisions of the *Zoning Ordinance of the City of Trinity*.

HAVING CONSIDERED ALL THE EVIDENCE PRESENTED, THE CITY OF TRINITY BOARD OF ADJUSTMENT **APPROVES** THE APPLICATION FOR A **SPECIAL USE PERMIT** FOR TRACY MAHAN, BASED UPON THE FOLLOWING:

1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved;
2. That the use meets all required conditions and specifications;
3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and
4. That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the Comprehensive Land Use Plan of the City of Trinity..

IN WITNESS WHEREOF, the City of Trinity Board of Adjustment has caused this Special Use Permit to be issued in its name and the property owners do hereby accept this Special Use Permit, together with all its conditions as binding on them and their successors in interest.

Adopted on March 11, 2024.

Richard McNabb, Mayor

ATTEST

Darien Comer, City Clerk