



City of Trinity
CITY COUNCIL MEETING

November 10, 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 October 14, 2025**
 - b. Approval of Closed Session Meeting Minutes of October 2, 2025**
 - c. Approval of Closed Session Meeting Minutes October 10, 2025**
 - d. Approval of Closed Session Meeting Minutes of October 14, 2025**
 - e. Approval of Closed Session Meeting Minutes of October 27, 2025**
 - f. Finance Director's City of Trinity Financial Statements**
6. **Public Hearing for Jose Vento at 5022 Meadowbrook Dr. PIN #7707648547 is requesting a Setback Variance from the requirements of the Trinity Land Management**

Ordinance (*Planning Director Jill Wood*) (THE CITY COUNCIL ACTING AS THE CITY'S BOARD OF ADJUSTMENT IS AUTHORIZED TO HEAR VARIANCE REQUESTS)

[a.](#) Attachments

- 7. Public Hearing for Alejandro Robles Fuerte and Monica Ponce at 0 Surrett Dr. PIN #708323924 is requesting a rezoning from HC-CZ to RR** (*Planning Director Jill Wood*)

[a.](#) Attachments

8. Action Agenda

[a.](#) **Request Approval North Carolina Parks and Recreation Trust Fund Project Agreement** (*Finance Director Crystal Postell*)

[b.](#) **Request Approval of the North Carolina Parks and Recreation Trust Fund Project Budget Amendment** (*Finance Director Crystal Postell*)

- 9. Councilmember Debbie Jacky will nominate a member for the Planning Board for the term beginning December 2025 and ending November 2028.**

10. Mayor and Council will recognize the following:

a. **Mayor and Council will recognize Veterans Councilmember Ed Lohr and Interim City Manager John Ogburn for their US Army Service.**

b. **City Attorney Bob Wilhoit upon his induction to the Randolph County Adults Association's Hall of Fame.**

11. Adjournment



**City of Trinity
CITY COUNCIL MEETING**

**October 14, 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

Interim City Manager John Ogburn
City Clerk Darien Comer
Finance Director Crystal Postell
Public Services Director Rodney Johnson
Planning Director Jill Wood
Attorney Bob Wilhoit
Sgt. Vincent Sanders

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

Motion made by Councilmember Welborn to amend the agenda to add a Closed Session, Seconded by Councilmember Jacky.

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

Motion made by Mayor Pro Tem Walker to approve the agenda as amended, Seconded by Councilmember Allison.

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

4. Public Comment Period

Danny Phillips of 7191 Hunters Club - is a member of the Friends of Trinity. His purpose for coming to tonight's meeting is to ask for additional funding to help with food for the Christmas in Trinity event.

Motion made by Councilmember Allison to give the Friends of Trinity \$800.00 for Christmas in Trinity, Seconded by Mayor Pro-Tem Walker.

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

5. Consent Agenda Items

- a. Approval of Regular Meeting Minutes of September 8, 2025
- b. Approval of Closed Session Meeting Minutes of September 8, 2025
- c. Finance Director's City of Trinity Financial Statements
- d. Approval of On-Call Engineering Agreement with Davis-Martin-Powell

Motion made by Councilmember Jacky, Seconded by Mayor Pro-Tem Walker.

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

6. Recognitions and Presentations

- a. PARTF Grant Award Announcement

Interim City Manager John Ogburn announced that the City of Trinity has been awarded a \$500,000 grant from the North Carolina Parks and Recreation Trust Fund (PARTF). The City of Trinity scored the highest amount of points with an outstanding presentation and outstanding grant application. Mr. Ogburn thanked the Council and Jay Dale who led the efforts on the city's behalf along with WithersRavenel.

- b. GFOA 2024 Triple Crown Award

Interim City Manager John Ogburn recognized Finance Director Crystal Postell, for an outstanding job and achieving the GFOA 2024 Triple Crown Award.

7. Review of Fund Balance Policy & Budget Amendments

- a. Fund Balance Review

Interim City Manager John Ogburn - went over the fund balance policy and reviewed it with the Council.

- b. Budget Ordinance 26-03 Employee COLA Adjustment

Interim City Manager John Ogburn presented this Budget Ordinance. There was some discussion and then the Council moved on.

- c. Budget Ordinance 26-04 Increase Budget to Hire a City Manager

*Motion made by Mayor Pro-Tem Walker to approve Budget Ordinance 26-04, Seconded by Councilmember Allison.
Voting Yea: Mayor Pro-Tem Walker, Councilmember Jacky, Councilmember Welborn, Councilmember Allison
Voting Nay: Councilmember Lohr*

d. Budget Ordinance 26-05 Provide Budget to Hire a Full-Time Planning Director

Interim City Manager John Ogburn – presented the Budget Ordinance allocating funds for a Planning Director.

*Motion made by Councilmember Jacky to approve the Budget Ordinance 26-05, Seconded by Councilmember Welborn
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison.*

8. Action Agenda

a. Revolutionary Randolph Resolution

*Motion made by Councilmember Welborn to approve the Resolution, Seconded by Councilmember Jacky.
Voting Yea: Mayor Pro-Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

b. Approve City Code Amendment to Establish Outdoor Lighting & Noise Standards

Planning Director Jill Wood presented amendments to the Light Trespass Ordinance. She explained that the Interim Manager John Ogburn felt that the current ordinance lacked a standard by which light could be measured and this could be difficult to enforce. The amendments provide a standard to measure light.

*Motion made by Councilmember Welborn to adopt the amendment, Seconded by Mayor Pro-Tem Walker.
Voting Yea: Mayor Pro-Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

c. Approve City Code Amendment to Establish On Street Parking Regulations

Planning Director Jill Wood explained that the Interim Manager, Public Services Director and Code Enforcement Officer had met with the Sheriff’s Department concerning parking in City Steet Rights-of-Way. The Sheriff’s Department said the City Council should consider amending the City’s Parking Ordinance. The proposed revision would be that the Sheriff Deputies would issue tickets, and the fines would be payable to the City of Trinity in person at City Hall instead of going through a traffic court.

*Motion made by Councilmember Welborn to adopt the proposed traffic ordinance, Seconded by Councilmember Lohr.
Voting Yea: Mayor Pro-Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

9. City Manager Review

a. Council Chamber Sound System Upgrade

Interim City Manager Ogburn and Public Services Director Rodney Johnson met with representatives from Audio and Light equipment Experience and Service regarding the audio system in the Council Chambers. They have already made some adjustments, and we are currently waiting for a proposal for the Council to review that would further improve the sound quality in the room. The proposal may also include upgrades to the video system to address the delay and streaming issues currently affecting the City's YouTube broadcasts.

b. Tips for City Council Success

- Council is a Legislative Body and Works as One Team
- Council speaks with "One Voice"
- Personnel Matters are the responsibility of the City Manager
- Code Enforcement Activities are staff responsibilities
- Stay focus on Mission and Policy goals NOT on details
- Open communication with City Manager and key staff is one of the keys to a successful Municipal Organization
- Don't predetermine policy decision outcomes
- When asked questions by the public, encourage them to contact City Hall
- Don't be afraid to lean on the Mayor, City Manager, or the City Attorney for advice and counsel

c. Potential for Development of City Owned Property Next To City Hall

Interim City Manager John Ogburn shared a mock plan showing potential use for City Hall's neighboring property including senior center and new council chambers.

d. Public Policy Decision Making and Outcomes

- Some Council decisions are easy to implement and made have short or long term value
- Some Council decisions ar difficult to implement but may have permanent value
- Most Council decisions have predictable outcomes but could sometimes have unforeseen or uncertain outcomes

e. How Urban is Urban? - Comparing Trinity to Asheboro

Interim Manager John Ogburn presented "How Urban is Urban," a comparison between Trinity and Asheboro. In his presentation, he highlighted that while the two cities are similar in physical size, they differ significantly in population, structures, services, and infrastructure. Mr. Ogburn shared that despite their comparable geographic areas, Asheboro offers a broader range of services and has a much denser population than Trinity.

10. Closed Session Added to the Agenda

Motion made by Mayor Pro Tem Walker to go into Closed Session in order to interview and consider the qualifications of prospective candidates to serve as the next City Manager, pursuant to NCGS 143-318.11(a)(6), Seconded by Councilmember Jacky.

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

*Motion made by Councilmember Jacky to go out of Closed Session and go back into Open Session, Seconded by Mayor Pro Tem Walker.
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

The Agenda was amended to add a Closed Session for Economic Development Pursuant to §NCGS 143-318.11(a)(4)

*Motion was made by Mayor Pro Tem Walker to add a Closed Session for Economic Development, Seconded by Councilmember Jacky.
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

*Motion made by Mayor Pro Tem Walker to go into Closed Session for Economic Development, Seconded by Councilmember Welborn.
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

*Motion made by Mayor Pro Tem Walker to go out of Closed Session, Seconded by Councilmember Jacky.
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

*Motion made by Mayor Pro Tem Walker to go into Open Session, Seconded by Councilmember Jacky.
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

11. Adjournment

*Motion made by Mayor Pro Tem Walker to adjourn, Seconded by Councilmember Jacky.
Voting Yea: Mayor Pro Tem Walker, Councilmember Lohr, Councilmember Jacky, Councilmember Welborn, Councilmember Allison*

Attest:

Richard McNabb, Mayor

Darien Comer, City Clerk



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: 11/03/2025

Department: Finance Department

Prepared By: Crystal Postell, Director of Finance

Contact Information: 336-431-2180 / cpostell@trinity-nc.gov

AGENDA ITEM TITLE

October 2025 Financial Statement Review

SUMMARY

The Finance Department remains committed to safeguarding the fiscal integrity of the City of Trinity through diligent oversight and responsible management of municipal assets and resources. We continue to uphold the standards set forth by Generally Accepted Accounting Principles (GAAP) and City regulations to ensure transparency, accountability, and financial stewardship.

In accordance with these principles, the Finance Department is pleased to present the City's monthly financial statements for October 2025. These statements provide a comprehensive overview of the City's financial position and operational performance, enabling informed decision-making and long-term planning.

RECOMMENDED ACTION

No recommendation needed

ATTACHMENTS

Budget vs Actual Statements for General Fund and Sewer Fund

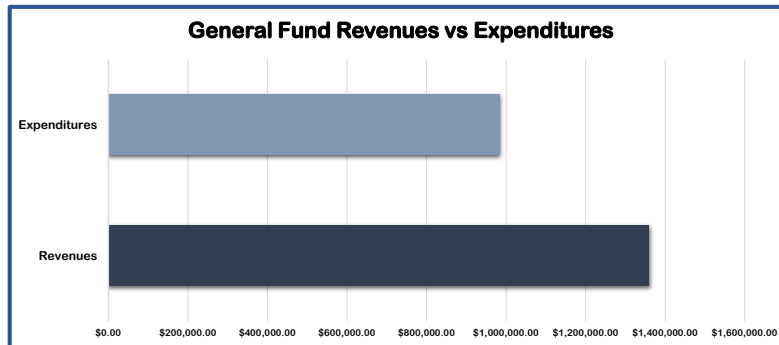


TRINITY

NORTH CAROLINA

General Fund Budget vs Actual Statement Ending on October 31, 2025

	Budget	Actual	Variance	
REVENUES				
Powell Bill	\$ 210,450.00	\$ 103,262.97	\$ (107,187.03)	49%
Ad Valorem/ Vehicle Tax	\$ 1,117,205.00	\$ 742,294.19	\$ (374,910.81)	66%
Sales and Use Tax	\$ 2,021,200.00	\$ 249,328.11	\$ (1,771,871.89)	12%
Solid Waste	\$ 514,800.00	\$ 185,489.67	\$ (329,310.33)	36%
Other Taxes	\$ 331,100.00	\$ -	\$ (331,100.00)	0%
Investment Earnings	\$ 230,400.00	\$ 84,987.02	\$ (145,412.98)	37%
Other Revenues	\$ 41,685.00	\$ (5,245.78)	\$ (46,930.78)	-13%
	\$ 4,466,840.00	\$ 1,360,116.18	\$ (3,106,723.82)	30%
EXPENDITURES				
Administration	\$ 64,900.00	\$ 18,067.28	\$ 46,832.72	28%
Finance	\$ 465,236.00	\$ 169,638.73	\$ 295,597.27	36%
Planning/Zoning	\$ 389,615.00	\$ 101,808.75	\$ 287,806.25	26%
Public Buildings	\$ 447,220.00	\$ 107,455.36	\$ 339,764.64	24%
Public Buildings	\$ 65,550.00	\$ 33,520.12	\$ 32,029.88	51%
Animal Control	\$ 35,990.00	\$ 17,994.87	\$ 17,995.13	50%
Public Safety	\$ 853,875.00	\$ 187,657.95	\$ 666,217.05	22%
Powell Bill	\$ 310,500.00	\$ 3,588.46	\$ 306,911.54	1%
Street	\$ 204,500.00	\$ 61,186.60	\$ 143,313.40	30%
Stormwater	\$ 289,620.00	\$ 79,326.89	\$ 210,293.11	27%
Sanitation	\$ 593,700.00	\$ 137,612.09	\$ 456,087.91	23%
Economic Development	\$ 28,600.00	\$ 13,616.00	\$ 14,984.00	48%
General Fund Transfers-Sale Tax W/S	\$ 618,588.00	\$ -	\$ 618,588.00	0%
Special Appropriation/Allocations	\$ 98,946.00	\$ 53,316.00	\$ 45,630.00	54%
	\$ 4,466,840.00	\$ 984,789.10	\$ 3,482,050.90	22%
Surplus / (Deficit)		\$ 375,327.08		

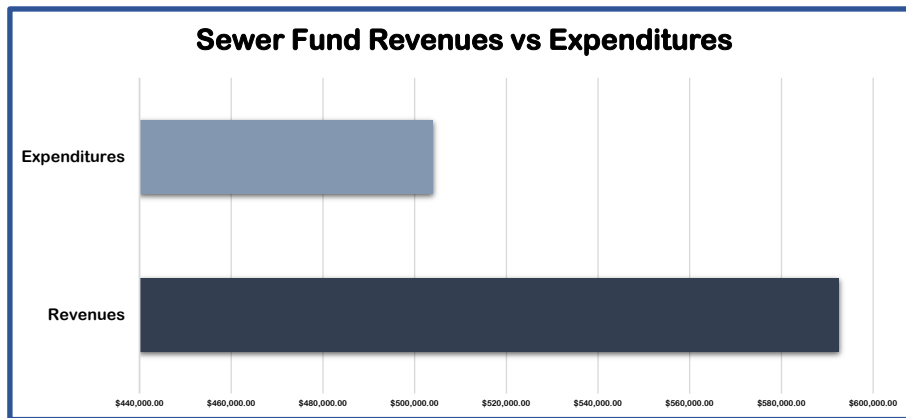


Note: The City of Trinity has collected approximately 30% of its projected budgeted revenues to date. In comparison, operational departments have expended about 22% of their total projected annual budgets. At present, this reflects an estimated surplus of \$375,327.08



**Sewer Fund
Budget vs Actual Statement
Ending on October 31, 2025**

	<u>Budget</u>	<u>Actual</u>	<u>Variances</u>	
REVENUES				
Sewer Billing	\$ 1,756,800.00	\$ 584,738.55	\$ (1,172,061.45)	33%
Sewer Tap Fees	\$ 3,750.00	\$ 75.00	\$ (3,675.00)	2%
Investment Earnings	\$ 18,000.00	\$ 7,626.65	\$ (10,373.35)	42%
Transfer In- Sewer Capacity	\$ 375,000.00	\$ -	\$ (375,000.00)	0%
G.O. Bonds Debt Service Transfer In	\$ 618,558.00	\$ -	\$ (618,558.00)	0%
Other Revenues	\$ 259,900.00	\$ -	\$ (259,900.00)	0%
	<u>\$ 3,032,008.00</u>	<u>\$ 592,440.20</u>	<u>\$ (2,439,567.80)</u>	20%
EXPENDITURES				
Sewer	\$ 3,032,008.00	\$ 504,007.73	\$ 2,528,000.27	17%
	<u>\$ 3,032,008.00</u>	<u>\$ 504,007.73</u>	<u>\$ 2,528,000.27</u>	17%
Surplus / (Deficit)		<u>\$ 88,432.47</u>		



Note: The City of Trinity has collected approximately 20% of its projected budgeted revenues to date. Operational departments have expended about 17% of their total projected annual budgets. At present, the City reflects an estimated surplus of \$88,432.47 within the Sewer Fund.



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: 11/10/2025

Department: Planning

Prepared By: Jill Wood, Planning Director

Contact Information: 336-431-2841/planning@trinity-nc.gov

AGENDA ITEM TITLE

JOSE VENTO, Trinity, North Carolina, is requesting a Setback Variance from the requirements of the Trinity Land Management Ordinance for his property located at 5022 Meadowbrook Dr. PIN# 7707648547. It is the desire of the property owner to renovate the old store building located in front of his primary residence to be used as an accessory dwelling unit (a single apartment).

SUMMARY

The house located at 5022 was built in 1965, behind a 40' x 20' building that was used as a neighborhood store for many years. Mr. Vento purchased the property in August 2023 with the intent of renovating the building as an accessory dwelling unit (ADU). At that time of purchase, Mr. Vento was unaware of Zoning Regulations that would not permit an ADU to be located in front of a primary residence.

ATTACHMENTS

- Application
- County GIS Map of the site
- Pictures taken by applicant



City of Trinity Variance Application

Date: 10/20/25

Property Owner Information:

Property Owner: Jose Vento
Address: 5022 Meadowbrook Dr.
City: Trinity State: NC Zip: 27370
Phone: (home/work) _____ (cell) 763-501-8285
E-mail: josevento253@gmail.com

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

Applicant: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (home/work) _____ (cell) _____
E-mail: _____

Site Information:

PIN # 7707648547
Property Address: 5022 Meadowbrook Dr., Trinity NC, 27370
Zoning District: _____

Are there any structures currently on the property? yes no

List structures: 20 x 40 Block building + Existing home

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

Reason for Variance:

Describe situation which prompted the need for a variance, and, if applicable, how much of a variance is needed for from minimum dimensional requirements:

When I purchased property in 2023 I was told the building had multiple uses in the past including apartment I just lived it and want to rent it.

ORDINANCE PROVISIONS FOR GRANTING A VARIANCE:

The Board of Adjustment (Planning & Zoning Board) does not have unlimited discretion in deciding when to grant a variance. Article XIV, Section 16-8 of the City's Zoning Ordinance states:

"When practical difficulties or unnecessary hardships would result from carrying out the strict letter of the zoning ordinance, the board of adjustments shall have the power to vary or modify any of the regulations or provisions of the ordinance so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done. No change in permitted uses may be authorized by variance. Appropriate conditions, which must be reasonably related to the condition or circumstance that gives rise to the need for a variance, may be imposed on any approval issued by the Board.

These regulations may provide that the Board of Adjustments may determine and vary their application in harmony with the general purpose and intent and in accordance with general or specific rules therein contained; provided no change is permitted uses may be authorized by variance.

- (1) Determination that Variance Will Not Violate Other Ordinance Provisions. In considering all proposed variances to this ordinance, the Board shall, before making any finding in a specific case, first determine that the proposed variance will not allow the establishment of a use not otherwise permitted in a district by this ordinance; extend in area or expand a non-conforming use of land; change the district boundaries shown on the zoning map; impair any adequate supply of light and air to adjacent property; materially increase the public danger of fire; materially diminish or impair established property values within the surrounding area; or in any other respect impair the public health, safety, morals, and general welfare.
- (2) Findings. A variance may be granted in an individual case of unnecessary hardship upon a finding by the Board of Adjustment that the following conditions exist:
 - (a). There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
 - (b). Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents in the district in which the property is located.
 - (c). A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.
 - (d). The requested variance will be in harmony with purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.

- (e). The special circumstances are not the result of the applicant.
- (f). The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.
- (g). The variance is not a request to permit a use of land, building or structure which is not permitted by right or by conditional use in the district involved.

(3) **Conditions.** In granting a variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violations of the conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance punishable under Section 18-3 of this ordinance."

In the space provided below (or on attached sheet), provide a statement(s) addressing each of the required findings of fact. This information and along with your site plan, along your site plan will be presented to the Board to help support your request for a variance:

- (a). There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.

I hired Volt Works to rewire building up to code, they cannot finish until I get variance. County verified septic system.

- (b). Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents in the district in which the property is located.

There are no other structures like it and the county told me the building was built in the 80's

- (c). A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.

- (d). The requested variance will be in harmony with purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.

The structure has been there since 80's I am just trying to provide some affordable housing.

- (e). The special circumstances are not the result of the applicant.

(f). The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.

(g). The variance is not a request to permit a use of land, building or structure which is not permitted by right or by conditional use in the district involved.

Submittal Requirements:

- **Complete Variance Application**
- **If seeking a variance from a minimum dimensional requirement, a site plan, prepared by a NC Licensed Engineer, Architect or Surveyor**
- **\$300 Application Fee**

The below authorize: (1) Submission of the variance application to the City of Trinity's Planning and Zoning Board for consideration; and (2) the Zoning Administrator or designee to entry upon the property to verify application/site plan submittal information.

Applicant Name (PRINTED)

Signature of Applicant

Date

Property Owner Name (PRINTED)

Signature of Property Owner

Date

Zoning Administrator Signature

Date Complete Application Received

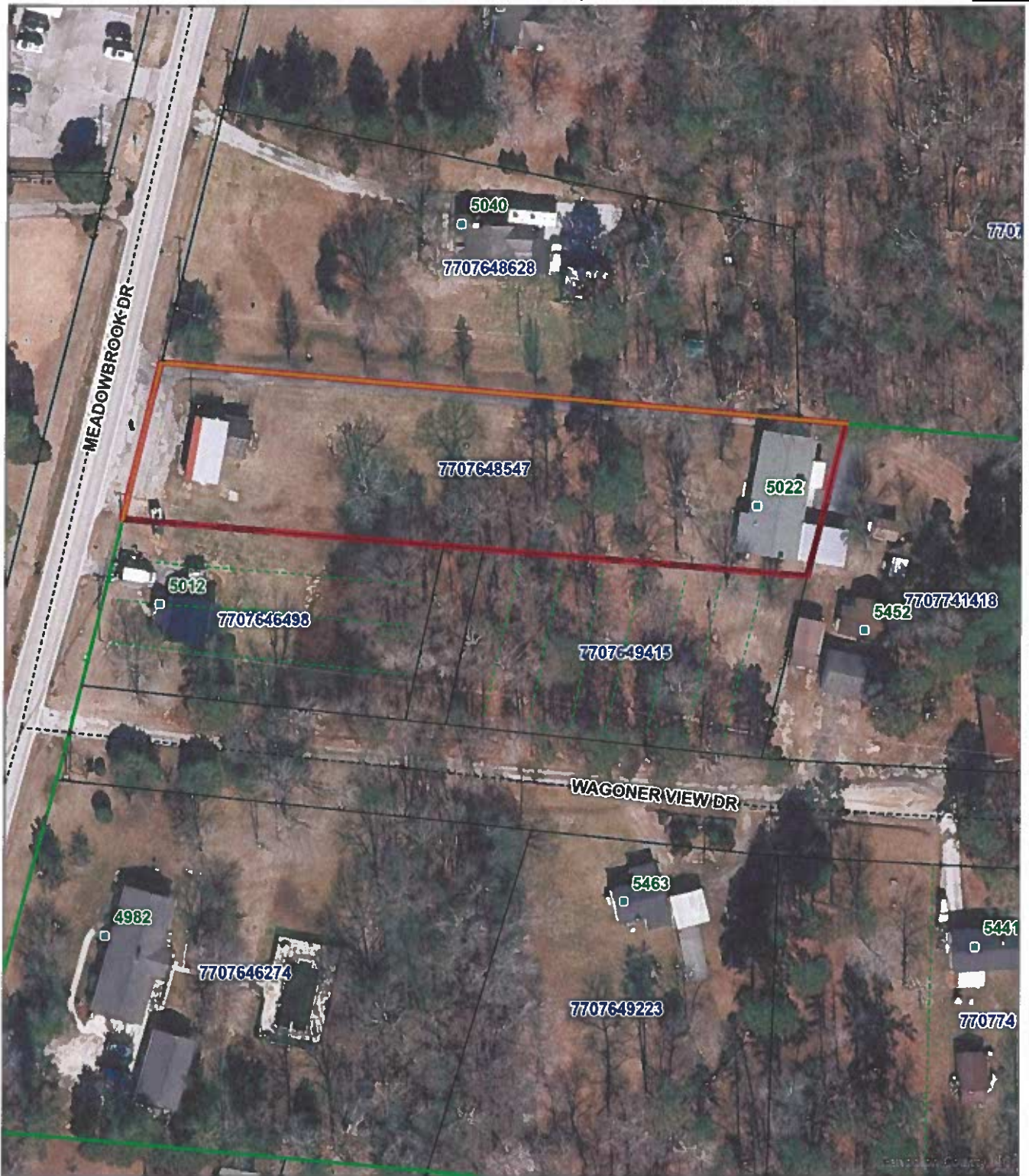
Office Use

Date Received: _____

Fees Paid: _____

BOA Hearing Date: _____

Result of BOA Hearing: _____



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
10/20/2025

Section 6a.



Section 6a.



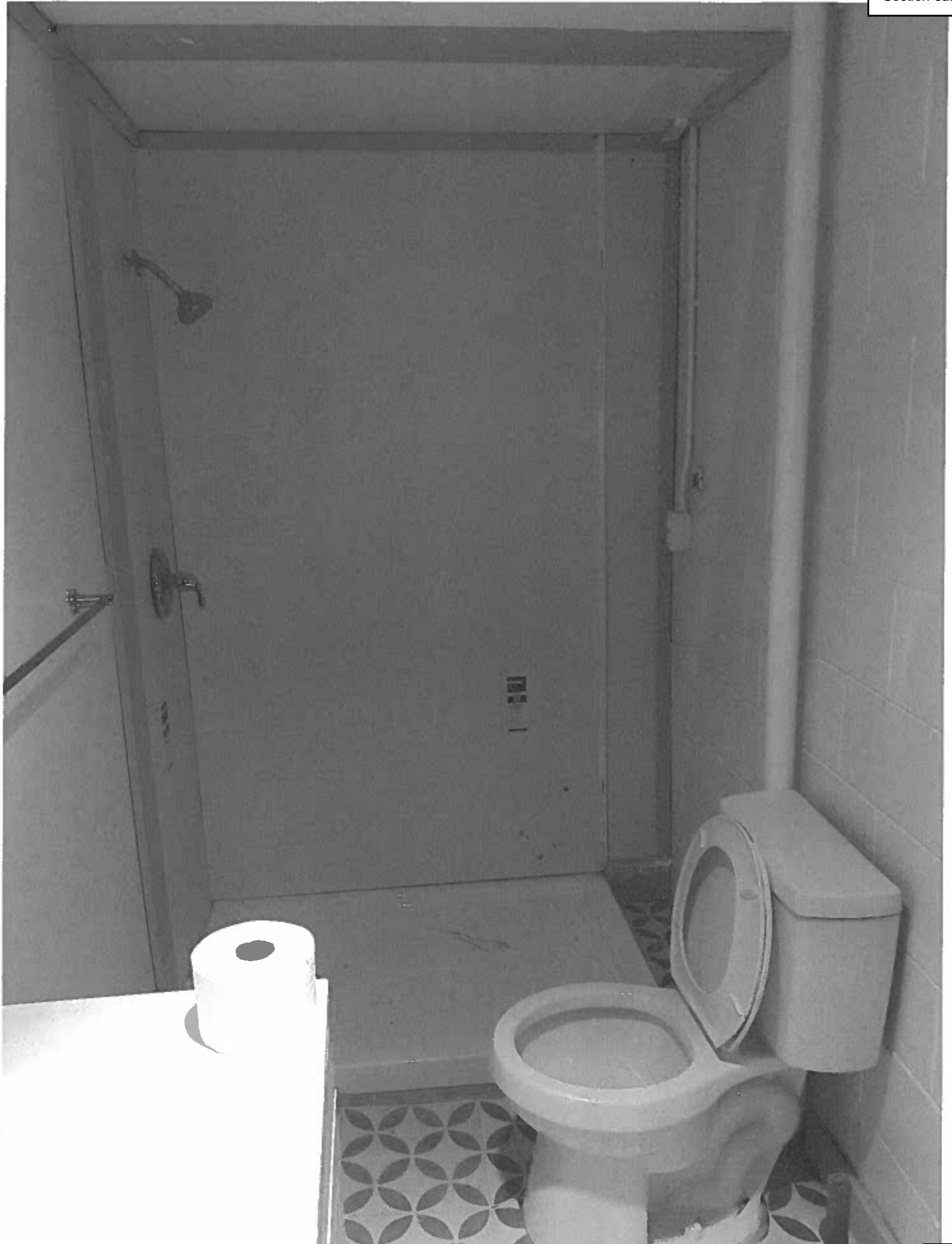
Section 6a.



Section 6a.



Section 6a.



Section 6a.



Section 6a.





CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: 8/11/2025

Department: Planning

Prepared By: Jill Wood, Planning Director

Contact Information: 336-431-2841/planning@trinity-nc.gov

AGENDA ITEM TITLE

ALEJANDRO ROBLES FUERTE AND MONICA PONCE, Trinity, North Carolina, is request that .67 acres located on Surrett Dr., PIN#7708323924, be rezoned from HC-CZ to RR. It is now the desire of the owner to use the lot for residential purposes. If the rezoning is approved, the applicant plans to construct a site-built home on the property.

SUMMARY

In August 2024 the applicants came before the City Council and had the property rezoned for their business to be located at this site. Now their plans have changed and they wish to have the property rezoned back to residential in order to build a residence on the site.

RECOMMENDED ACTION

The Planning Board has reviewed the request and recommends that the City Council approve this request.

ATTACHMENTS

- Staff Report
- Rezoning Application
- County GIS Map of the site

Request for Property Rezoning	
Property Owner:	Alejandro Robles Fuerte & Monica Ponce
Zoning Request:	HC-CZ to RR

Site Information	
Address:	Surrett Dr
PIN#:	770823924
Lot Size:	0.67 acres
DB/DP:	2872/255
Utilities:	Davidson Water – Private Septic Tank System
Future Land Use:	Primary Growth Area

Transportation
Meadowbrook Drive is maintained by NCDOT and has direct access to NC Hwy 62.

Surrounding Land Use	
North	RR
South	RR
East	RR
West	RR

PRIMARY GROWTH AREA:

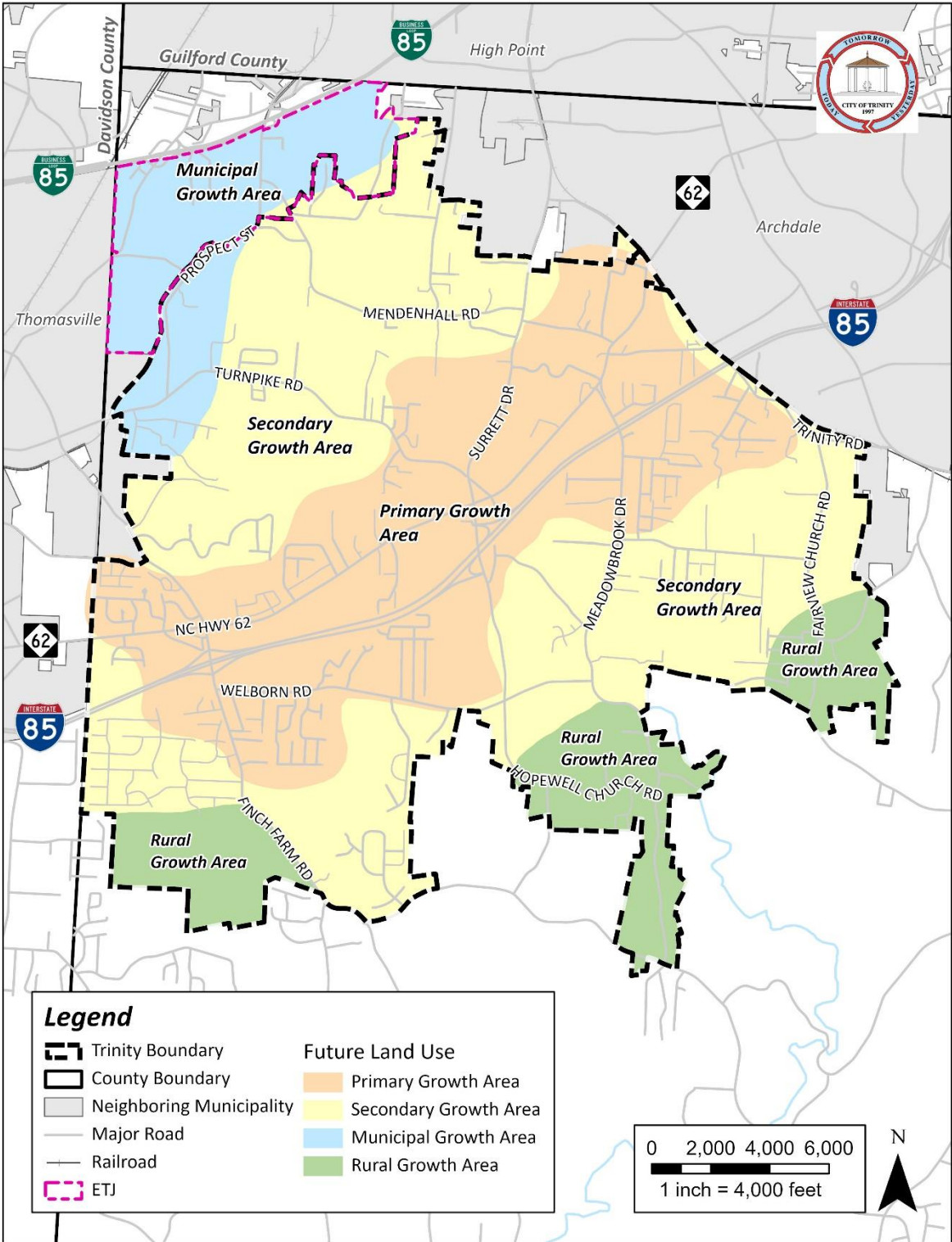
The primary growth area is located along the I-85 and NC Highway 62 corridors. This area is generally aligned with the City's phased sewer expansion plan to direct the majority of public service demand to a manageable area. It includes areas that are likely to have access to urban infrastructure services, such as water and sewer, within the foreseeable future. The Primary Growth Area is predominately mixed use that will include residential and commercial uses. Development adjacent to existing neighborhoods should be designed and scaled to serve those neighborhoods and establish walkable connections with them. Development surrounding the intersections is intended to be of a higher density serving the region as well as the City.

PRIMARY GROWTH AREA CHARACTERISTICS:

- Close to I-85 and NC Highway 62.
- Likely to have access to sewer in the foreseeable future.
- Predominately mixed use including residential, office, and commercial.
- Highest density residential development.







Staff Analysis and Recommendation

The staff has reviewed the request and finds that this request:

- meets the requirements of the Comprehensive Land Use Plan;
- is consistent, reasonable, and in the public interest; and
- the Planning Board should recommend **approval** to the City Council.

History of the Property:

- The Planning Board heard a request last year to rezone this property to HC and recommended to the Council that it be denied.
- The City Council heard that request at Public Hearing in August 2024 and approved the request for rezoning.
- Property owners' plans have changed, and they no longer want to operate a business from this location. Their plan now is to build a site-built home and use the property for residential purposes only.

Planning Board Recommendation

The Planning Board has reviewed the request and finds that this request:

- meets the requirements of the Comprehensive Land Use Plan;
- is consistent, reasonable, and in the public interest; and
- recommends **approval** to the City Council.



City of Trinity Rezoning Request Application

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

Zoning: Current Zoning HCCZ Requested Zoning ~~R-10~~ RR
Conditional:

Property Owner Information

Property Owner: Monica Ponce - Alejandro Robles
Address: 6953 Quarter Horse dr.
City: Trinity State: NC Zip: 27370
Phone: 336 964 1179

Site Information

PIN # 7708323924
Property Address: Surrett Dr.
Deed Book: 002872 Page: 00255
Area: .67
Parcel Map: Site Plan:

Applicant Information

Applicant: Monica Ponce - Alejandro Robles
Address: 6953 Quarter Horse dr.
City: Trinity State: NC Zip: 27370
Phone: 336-964-1179

Statement of Conditions:

The property owner wishes to return the property to residential zoning in order to build a house.

Note: Information and Fee Required from Applicant and Processing of Information is \$600 (Six Hundred Dollars): Applicants must present the following information as required by Article 4.3 of the Land Management Ordinance:

1. A completed City of Trinity rezoning application, signed by the property owner, to include required fees;
2. An accurate survey of the property(ies) to be rezoned ;
3. A deed(s) or legal description which establishes ownership of all properties proposed for rezoning;
4. If the proposed zoning boundary splits an existing parcel a metes and bounds description shall be required in addition to the survey, and;
5. Submittals for rezoning requests expected to generate 100 trips during peak hours or 1,000 average daily trips shall include a Traffic Impact Analysis prepared by a licensed traffic engineer; and,
6. A rezoning fee established by the City Council shall be required. Processing of zoning amendment applications shall begin within ninety (90) days from submission to the City Clerk. However, this requirement is not intended to prevent the Planning Board or City Council from delaying action after review by either body. If more than one tract or parcel is being sought for rezoning at the same time by a single applicant, each parcel having a different zone shall constitute a separate rezoning request.

Monica Ponce
Name of Applicant*

Monica Ponce
Signature of Applicant

9-8-2025
Date

Monica Ponce
Name of Property Owner

Monica Ponce
Signature of Property Owner/Authorized Agent

9-8-2025
Date

<u>Office Use</u>	
Date Received: _____	
Application #: _____	
Staff Review: _____	Comments
Planning Board Review: _____	
City Council Review: _____	

Ponce Rezoning Request

Section 7a.



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 = 71 feet
9/12/2025



CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: 10/30/2025

Department: Finance Department

Prepared By: Crystal Postell, Director of Finance

Contact Information: 336-431-2180 / cpostell@trinity-nc.gov

AGENDA ITEM TITLE

North Carolina Parks and Recreation Trust Fund Project Agreement

SUMMARY

The City of Trinity was notified on August 25, 2025, that it will be receiving a **Parks & Recreation Trust Fund (PARTF) grant** through the NC Division of Parks & Recreation.

The PARTF Grant Agreement will cover the period from **November 2025 through October 2028**. The funds awarded under this agreement, totaling \$500,000, will be maintained in a separate account to ensure proper accounting and auditing compliance.

As part of this grant award, the **City of Trinity is responsible for the remaining funding for Phase One of its park construction with an estimated cost of \$1,416,129**. As of August 2025, the City’s remaining cost obligation is **\$916,129**. This balance will be funded through a combination of the General Fund through unrestricted revenues and the Parks and Recreation Reserve Fund, as outlined below:

- **General Fund:** \$796,129 (3-year allocation of \$265,376 per year)
- **Parks and Recreation Reserve Fund:** \$120,001

The City remains committed to ensuring responsible financial management while investing in facilities that will serve residents for generations to come.

RECOMMENDED ACTION

Staff recommend that Trinity City Council approve and adopt the PARTF Grant Agreement, Resolution 26 – 01, Project Ordinance 26 – 02, and the 3-Year Allocation Plan.

ATTACHMENTS

PARTF Grant Agreement
Resolution 26 – 01
Project Ordinance 26 – 02
3-Year Allocation Plan



RESOLUTION TO ACCEPT AND RECORD NORTH CAROLINA PARKS AND RECREATION TRUST FUND GRANT IN THE SUM OF \$500,000

RESOLUTION 26 – 01

WHEREAS, the City of Trinity received a North Carolina Parks and Recreation Trust Fund (PARTF) grant in the sum of \$500,000, from the North Carolina Department of Natural and Cultural Resources to assist with the construction of the Trinity City-Center Park Phase I, project number 2025-1161

WHEREAS, the City of Trinity understands and acknowledges required compliance with all stator provisions outlined in G.S. 143C-6-22 use of State funds non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2022-74, Section 5.3; and 40.11.

WHEREAS, the North Carolina Department of Natural and Cultural Resources has offered the North Carolina Parks and Recreation Trust Fund Grant to the City of Trinity in the sum of \$500,000 to perform work detailed in the submitted application, and the City of Trinity’s local match would be in the sum of \$684,055 with a total project cost of \$1,416,129.

WHEREAS, the City of Trinity intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, TO BE RESOLVED, the City Council of the City of Trinity hereby accepts and records the North Carolina Park and Recreation Trust Fund Grant in the sum of \$500,000 and authorizes the Finance Director to account and recognize grant funding from the North Carolina Department of Natural and Cultural Resources

Adopted this 10th day of November, 2025.

SEAL

Richard McNabb, Mayor

Darien Comer, City Clerk


 TRINITY
NC

Memorandum

TO: Richard McNabb, Mayor
City Council Members

FROM: Crystal Postell, Finance Director

CC: John Ogburn, Interim City Manager

DATE: 10/31/2025

REF: Parks and Recreation Trust Fund Grant 3-Year Allocation

Summary:

The PARTF Grant Agreement will cover the period from November 2025 through October 2028. The funds awarded under this agreement, totaling \$500,000, will be maintained in a separate account to ensure proper accounting and auditing compliance.

As part of this grant award, the City of Trinity is responsible for the remaining funding for Phase One of its park construction with an estimated cost of \$1,416,129. As of August 2025, the City's remaining cost obligation is \$916,129.

This balance will be funded through a combination of the General Fund through unrestricted revenues and the Parks and Recreation Reserve Fund, as outlined below:

- **General Fund:** \$796,129 (3-year allocation of \$265,376 per year)
- **Parks and Recreation Reserve Fund:** \$120,001

The three-year funding allocation is set at \$265,376 per year, beginning in Fiscal Year 2025–2026. The annual allocation will be drawn from the City's unrestricted revenue sources, including Sales and Use Tax. The projected schedule of allocations is as follows:

Fiscal Year	2025 – 2026
Fiscal Year	2026 – 2027
Fiscal Year	2027 – 2028

Recommendation

Staff recommend that Trinity City Council approves and adopts Parks and Recreation Trust Fund Grant three-year allocation schedule.

Attachments:

None

STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL TAX I.D.# _____

COUNTY OF WAKE

N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

Grantee: City of Trinity

Grantee Address and Contact Information: Crystal Postell, Finance Director,
PO Box 50, Trinity, NC 27370
336-431-2841
cpostell@trinity-nc.gov

Grantee Fiscal Year End Date: June 30

Grant Award Date: August 22, 2025

Project Number: 2025-1161

Project Title: City-Center Park Phase I

Period Covered by This Agreement: 11/1/2025 through 10/31/2028

Project Scope (Description of Project): Development includes Utilities, Site Preparation, Stormwater/Drainage Structures, Paved Walking Loop (10560 SF), Parking Improvements, Playground + Surfacing, Restroom, Picnic Shelter, Picnic Table, Landscaping, Paved Connecting Walking Loop (4020 SF), Planning Costs, Contingency

Project Costs:	Grant Award Amount:	<u>\$500,000</u>
	Local Government Match:	<u>\$684,055</u>

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the City of Trinity (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for public recreation purposes via either land acquisition, the construction of new public recreation facilities, or repair, renovation, improvement, or adaptation of existing public recreation facilities in North Carolina. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), and the PARTF grant application and grant manual, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every one dollar of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined on page 1 of this Agreement.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the Effective Date of this Agreement in order to allow general public access and use.
3. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
4. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
5. The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
6. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
7. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.
4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
 - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
 - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without the prior written approval of the Department. The Grantee agrees to maintain and manage PARTF-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee agrees to place utility lines developed with PARTF assistance underground.
10. The Grantee shall, in the landscaping of all PARTF-funded projects, only use seeds and plants classified by the U.S. Department of Agriculture as native to the Southeastern United States, including cultivars and varieties thereof that were not bred to have reduced reproductive structures, with a strong preference for plants the

U.S. Department of Agriculture has classified as native to North Carolina. The “Southeastern United States” shall be defined as the states of Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and the following counties in Florida: Bay Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. The following non-native plants shall be exempted from this requirement:

- a. Non-native plants incorporated as part of a PARTF-funded project that are already existing at the time that the grant is approved;
- b. Non-native turf grass; and
- c. Non-native seeds and plants where the primary purpose is:
 - i. crop cultivation;
 - ii. scientific research;
 - iii. botanical or historical gardens; or
 - iv. plantings for wildlife.
- d. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement by providing written notice to the Department.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days’ written notice to the other Party, or as otherwise provided by law. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement. If the Agreement is terminated by the Department as provided herein, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee’s breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF-funded grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
5. Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the

Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the Agreement.

6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
4. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
5. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
6. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	Crystal Postell Finance Director PO Box 50 Trinity, NC 27370 336-431-2841 cpostell@trinity-nc.gov

7. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
8. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
9. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
10. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.
11. The Grantee certifies that it:
 - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
 - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
12. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
13. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
14. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
16. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
17. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Section V. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOWS]

Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20____.

Signature of Notary Public

(Seal Here)



**North Carolina Department of Natural and Cultural Resources
Pamela B. Cashwell, Secretary**

By: _____ **Director, NC Parks & Recreation** _____
Department Head or Authorized Agent for Secretary Cashwell Title Date

Attachment A
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are two reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than one million dollars (\$1,000,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than one million dollars (\$1,000,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) All grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level II grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – PARTF Grant Program for Local Governments

Grantee: City of Trinity

Title of Project: City-Center Park Phase I

Project Number: 2025-1161

Contract Number: 2025-1161

Amount of Grant: \$500,000

Amount of Match: \$684,055

Contact Person for Project: Crystal Postell

Title: Finance Director

Address: PO Box 50, Trinity, NC 27370

Telephone: 336-431-2841

Contact email address: cpostell@trinity-nc.gov

Scope of Project: Development includes Utilities, Site Preparation, Stormwater/Drainage Structures, Paved Walking Loop (10560 SF), Parking Improvements, Playground + Surfacing, Restroom, Picnic Shelter, Picnic Table, Landscaping, Paved Connecting Walking Loop (4020 SF), Planning Costs, Contingency

Length of Project: 11/1/2025 through 10/31/2028

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Trinity grant application and support documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.



**ESTABLISH THE TRINITY CENTER-CITY PARK CONSTRUCTION PROJECT
PROJECT ORD. 26 – 02**

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

Section 1: This ordinance is to establish a budget for a project to be funded by the North Carolina Department of Natural and Cultural Resources and the City of Trinity. The City of Trinity has a total allocation of \$500,000 from the Parks and Recreation Trust Fund Grant. The City of Trinity must contribute over the course of three years to the sum of \$916,129. These funds may be used for the following categories of expenditure, to the extent authorized by state law.

Section 2: The project will be completed in accordance with the requirements set by the North Carolina Parks and Recreation Trust Fund Grant and all relevant North Carolina state statutes.

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

	Increase (Decrease)
Administrative Cost	\$ 212,419.00
Construction	1,062,097.00
Contingency	141,613.00
	<u>\$ 1,416,129.00</u>

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

	Increase (Decrease)
PARTF Grant	\$ 500,000.00
Parks and Recreation Reserve Fund	916,129.00
	<u>\$ 1,416,129.00</u>

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

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

Section 7: This grant project ordinance expires on October 31, 2028, or when all the North Carolina Department of Natural and Cultural Resources funds have been obligated and expended by the town, whichever occurs sooner.

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

Adopted this 10th day of November, 2025.

SEAL

Richard McNabb, Mayor

Darien Comer, City Clerk