

City of
Washington
NORTH CAROLINA
Council Agenda
December 8, 2025 ~ 5:30pm

Invocation

Opening of Meeting

Pledge of Allegiance

Roll Call

Approval of minutes from November 10 & 26, 2025 (**page 4**)

Approval/Amendments to Agenda

***PRESENTATION: Councilmember Brooks, Councilmember Hodges, Councilmember Pitt
PRESENTATION: Mayor Sadler***

- I. Consent Agenda: *(The Consent Agenda is where routine items are approved as a group without Council discussion. If any Council member would like a separate vote or discussion on any Consent Agenda item, the item may be removed from the Consent Agenda and moved to New Business.)*
 - A. Accept – Donation from Tractor Supply and Adopt corresponding Budget Ordinance Amendment (**page 32**)
- II. Comments from the Public:
 - * Each speaker must sign-in on the sign-up sheet on the table at the back of the Council Chambers.
 - * During the Comments from the Public portion of the agenda, the City Manager will call on individuals signed in to address Council.
 - * When called to speak, each speaker will identify him/herself by giving his/her **name and address**.
 - * Each speaker will be limited to speaking one time on any topic. When you are finished speaking please step away from the podium and be seated.
 - * Each speaker will be limited to **three (3) minutes** and each group's representative will be limited to a **maximum of five (5) total minutes**. Each group is encouraged to designate a single spokesperson for their group.
- III. Public Hearing 6:00pm - Zoning: NONE
- IV. Public Hearing 6:00pm- Other: NONE
- V. Scheduled Public Appearances: NONE

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VI. Correspondence and Special Reports:

- A. Memo – PO's > \$50,000 (**page 34**)
- B. Memo – Budget Transfers: (**page 35**)

VII. Reports from Boards, Commissions and Committees:

- A. Report – Washington Tourism Development Authority
- B. Report – Washington-Warren Airport Authority
- C. Report – Human Relations Council
- D. Report – Washington Electric Advisory Board
- E. Report – Other Boards/Commissions/Committees

VIII. Appointment: NONE

IX. Old Business:

- A. Award – Construction of the Cherry Run Pump Station and 5th Street Force Main Project to KBS Construction Company, approve Grant Project Ordinance Amendment and approve subsequent purchase order to KBS Construction (**page 39**)
- B. Declare – Election results official and seats vacant (**page 46**)

RECESS

X. New Business:

- A. Administration of Oaths
- B. Nomination – Mayor Pro tem
- C. Assignment – Council Liaisons/Representatives for Boards, Commissions and Committees (**page 48**)
- D. Approve – Interim City Manager Contract with _____ and Authorize the Mayor to execute the same (**page 49**)
- E. Approve – City Manager Consultant Contract with Bobby Roberson, Authorize the Mayor to execute the same and Approve the corresponding Budget Ordinance Amendment(**page 54**)
- F. Approve – Washington Utilities Consultant Contract with Knight Advantage, LLC (David Knight), Authorize the Mayor to execute same and Approve the corresponding Budget Ordinance Amendment(**page 60**)
- G. Authorize – City Manager to approve an additional position in the City Manager Department for an Assistant City Manager and direct the Human Resource Director to gather information for a job description and salary range for this position (**page 67**)

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- H. Approve – Audit Contract Extension for fiscal year 2025(page 68)
- I. Discussion – Social Media Policy
- J. Discussion – City Council Code of Ethics
- XI. Any other items from City Manager:
- XII. Any other business from the Mayor or other Members of Council:
- XIII. Closed Session:
- XIII. Adjourn:

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

November 10, 2025

The Washington City Council met in a regular session on Monday, November 10, 2025 at 5:30pm in the Council Chambers at the Municipal Building. Present: Donald Sadler, Mayor; Anthony Tyre, Mayor Pro tem; Lou Hodges, Councilmember; William Pitt, Councilmember; Antwan Horton, Councilmember and Richard Brooks, Councilmember. Also present, Jonathan Russell, City Manager; Franz Holscher, City Attorney and Cynthia Sullivan Bennett, City Clerk.

Invocation by Bishop James Boston.

Mayor Sadler called the meeting to order and Mayor Pro tem Tyre led the Pledge of Allegiance.

APPROVAL OF MINUTES:

By motion of Mayor Pro tem Tyre, seconded by Councilmember Horton, Council approved the October 13, 2025 minutes as presented.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

APPROVAL/AMENDMENTS TO AGENDA

By motion of Mayor Pro tem Tyre, seconded by Councilmember Brooks, Council approved the agenda as presented.

CONSENT AGENDA:

(The Consent Agenda is where routine items are approved as a group without Council discussion. If any Council member would like a separate vote or discussion on any Consent Agenda item, the item may be removed from the Consent Agenda and moved to New Business.)

A. Adopt – Fiscal Year 2026/2027 Budget Preparation and Adoption Schedule

Week Of	Status	Budget Task
12/01/25		CIP template distributed to Management Team
12/22/25		Outside Agency Budget Requests Distributed
12/29/25		Budget Packets Distributed to Management Team
12/29/25		CIP worksheets due back to Finance
01/26/26		CIP review with Manager
01/26/26		Revenue Estimate General Fund- Finance
01/26/26		Outside Agency Budget Requests Submitted
02/09/26		Continuation Budgets & Fee Manual changes submitted to Finance
02/09/26		Expansion Budgets submitted to Finance
02/09/26		CIP review with Council
03/02/26		Budget Compiled by Finance
03/16/26	Schedule 3/16-19	Budget Review with Manager- General Fund
03/16/26	Schedule 3/16-19	Budget Review with Manager- Electric Fund
03/16/26	Schedule 3/16-19	Budget Review with Manager- Public Works
04/13/26		Manager's Recommended Budget Presented to Council
04/13/26		Budget Available for Public Viewing at City Clerk's Office, Library, and Web Site
04/13/26		Advertise Public Hearing for Budget
04/13/26		Council Budget Questions/Clarification to City Manager
04/27/26	Scheduled entire week	Council Budget Workshops
04/27/26		Public Hearing- Budget
05/11/26		Budget Adopted
05/11/26		Budget Posted to Web Site

B. Adopt – Capital Project Ordinance to accept donations for History Center & Museum Project

**CAPITAL PROJECT ORDINANCE FOR GENERAL FUND PROJECT FUND
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the Estimated Revenues in the General Fund Capital Project Fund be increased or decreased in the following accounts and amounts:

125-3609-2001	Donations	\$30,000
	Project Museum	

Section 2. That the following appropriation accounts in the General Fund Capital Project Fund be increased or decreased by the following amounts to fund museum repairs:

125-6111-4502	Construction	\$30,000
	Project Museum	

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 10th day of November, 2025.


MAYOR

ATTEST:


CITY CLERK

C. Approve – NC Emergency Management Grant Application

The money(\$31,699) will be used to purchase an off road vehicle side-by-side vehicle to aid in search and rescue purposes.

By motion of Councilmember Hodges, seconded by Councilmember Horton, Council approved the Consent Agenda as presented.

COMMENTS FROM THE PUBLIC:

1. *Each speaker must sign-in on the sign-up sheet on the table at the back of the Council Chambers.*
2. *During the Comments from the public portion of the agenda, the City Manager will call on individuals signed in to address Council*
3. *When called to speak, each speaker will identify him/herself by giving his/her **name and address**.*
4. *Each speaker will be limited to speaking one time on any topic. When you are finished speaking please step away from the podium and be seated.*
5. *Each speaker will be limited to **three (3) minutes** and each group's representative will be limited to a **maximum of five (5) total minutes**. Each group is encouraged to designate a single spokesperson for their group.*

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:**MEMO – PO'S > \$50,000**

The following budgeted purchase orders that are in excess of \$50,000 have been issued for the month:

<u>PO</u> <u>Number</u>	<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
069619	\$110,121.51	WHITE/HERRING TRACTOR & TRUCK LLC	REPLACE EQUIPMENT #414 DUMP TRUCK
069621	\$138,947.14	WHITE/HERRING TRACTOR & TRUCK LLC	REPLACE EQUIPMENT #454 DUMP TRUCK
069628	\$50,784.00	ALLSOURCE ENTERPRISES, LLC	RESCUE EQUIPMENT

MEMO – BUDGET TRANSFERS

The Budget Officer reallocated appropriations among various departmental totals of expenditures within authorized funds.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes.

010-4400-5701	-\$126.00
010-4700-8005	\$126.00

035-8380-1700	-\$800.00
035-8390-7400	\$800.00

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Miscellaneous	010-4400-5701		Misc Expenses	126.00
TO:	Public Works Director	010-4700-8005		Lease Fin Prin	126.00

For the purpose of: To cover overspent account.

	Department	Account Number	Account Name	Amount
FROM:	Electric	035-8380-1700	Maint/Repair Vehicles	\$800.00
TO:	Electric	035-8390-7400	Capital Outlay	\$800.00

For the purpose of: Cover expenses for capital outlay purchases.

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:**REPORT – WASHINGTON TOURISM DEVELOPMENT AUTHORITY**

Mr. Russell shared the Tourism Development Authority members are participating in training.

REPORT – WASHINGTON-WARREN AIRPORT AUTHORITY

Mr. Russell noted we are still moving forward with projects funded by the legislative appropriation (3) 60x60 hangars are under construction as well as a dedicated drone hangar and launch pad. The STEM building is currently under construction at the intersection of Airport Road and Market Street. We are slated to have four additional structures constructed in the next twelve months.

REPORT – HUMAN RELATIONS COUNCIL – No report**REPORT – WASHINGTON ELECTRIC ADVISORY BOARD – No report****REPORT – OTHER BOARDS/COMMISSIONS/COMMITTEES – No report****APPOINTMENTS:****APPOINTMENT – PLANNING BOARD{ALTERNATE MEMBER}**

By motion of Mayor Pro tem Tyre, seconded by Councilmember Brooks, Council appointed Lindsey Harris to the Planning Board(Alternate Member). Term to expire June 30, 2028.

APPOINTMENT – WASHINGTON HOUSING AUTHORITY

Mayor Sadler appointed Teresa Whitney to the Washington Housing Authority to fill the unexpired term of Alice Mills-Sadler. Term to expire June 30, 2027.

OLD BUSINESS: NONE**NEW BUSINESS:****APPROVE – GRANT MANAGER POSITION FROM PART-TIME TO FULL-TIME AND ADOPT CORRESPONDING BUDGET ORDINANCE AMENDMENT**

BACKGROUND AND FINDINGS: This need for this position in Finance has evolved into a full time need as Finance transitions duties with employees, increased grant compliance, GASB accounting changes, increased audit requirements, as well as the number of grants the city is managing has increased. The estimated cost to make this position full time with benefits is \$23,200 for this fiscal year. This position will provide assistance to our grant writer.

By motion of Councilmember Horton, seconded by Mayor Pro tem Tyre, Council approve the Grant Manager position from part-time to full-time and approved the corresponding budget ordinance and updated job description.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	



Job Description

Title:	Grant Manager		
Department:	Administrative Services	FLSA Status:	Non-Exempt
Pay Grade:	23	Created Date:	February 3, 2022
Last Revision Date:	November 10, 2025	Reviewed By:	T. Swindell
HR Reviewed:	N. Williams	Approved Date	

Summary

This position is responsible for performing complex and technical accounting work in support of the City's financial accounting functions, with a primary focus on administrative and fiscal management of Federal, State, and Local grants. Primary functions include managing and overseeing the life cycle of the grant processes, monitoring and tracking costs, collaborating with internal and external partners, filing required reports and creating reports for the City.

Essential Duties and Responsibilities

NOTE: This job description is not intended to be all-inclusive. Employees may perform other related duties as negotiated to meet the ongoing needs of the organization.

- Interpret, administer, and provide oversight of various city projects including grant funded projects
- Prepare and review reports, journal entries, and grant reimbursement reports
- Interact with grantors to resolve grant related questions and issues
- Analyze balance sheets, expenditure, and revenue reports related to grant funding
- Manage and assist with audits, as well as complete the Schedule of Federal and State Awards
- Reconcile various reports to the general ledger
- Serve as the backup and assistant to the Accountant
- Reviews all City grant applications prior to the submittal of the grant application
- Collaboration with City departments to analyze, monitor, reconcile and report on specific funding sources relating to those initiatives and grants awarded to the City of Washington
- Researches/reviews Federal and State regulations to ensure the City is compliant with all grant requirements
- Works with managers in City departments to identify and understand compliance requirements associated with the grant(s)
- Coordinates and supports the grant applicants' draft agenda items associated with grant requests to be considered by City Council to ensure all requirements are disclosed and addressed
- Reviews/coordinates grant compliance reporting and reimbursement requests for all City grants received
- Maintains records in a timely and accurate manner and in accordance with all applicable laws, rules, regulations and directions from granting authorities
- Develops procedures for compliance reporting for each department
- Performs analytical procedures in relation to grants and accounts
- Communicates with project managers, within the City and external agencies
- Performs other duties as assigned

Required Education and/or Experience

Associate degree and five (5) or more years related experience and/or training required; or an equivalent combination of education and experience, preferably in the public sector; Bachelor degree preferred.

Special Requirements

Valid North Carolina driver's license preferred

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Knowledge, Skills, and Abilities

- Knowledge of Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB)
- Knowledge of accounting principles, municipal accounting, general and fund accounting
- Knowledge of methods and techniques of research, analysis and report preparation
- Knowledge of principles and procedures of fiscal record keeping and reporting
- Working knowledge of laws, general statutes, rules, and regulations governing specific municipal government accounting tasks
- Considerable knowledge of computer operations as they relate to assigned tasks including the use of various financial package applications and various spreadsheets
- Ability to interpret City code and applicable Federal and State law related to procuring grant funding
- Ability to compile, evaluate, and reconcile a variety of accounting records and reports; ability to make arithmetic computations accurately and with reasonable speed
- Ability to perform a variety of fiscal or accounting functions and to change priorities quickly and maintain accuracy level
- Ability to develop and maintain effective working relationships with a variety of people including vendors, general public, and other employees and supervisors and to serve as a lead working in providing technical guidance and/or teaching others
- Ability to communicate effectively in oral and written forms

Physical Requirements

Work is generally sedentary requiring the exertion of up to 10 pounds of force occasionally and or a negligible amount of force frequently or constantly to move objects. Constantly operates a computer and other standard office equipment. Must have visual acuity to be able to prepare and analyze data and figures for accounting, perform extensive reading, operate office equipment, determine accuracy and thoroughness of work, observe general surroundings and activities. Vocal communication is required for expressing or exchanging ideas by means of the spoken word. Hearing is required to perceive information at normal spoken word levels.

Working Conditions

Work is performed in an office with a controlled environment without exposure to harmful conditions.

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Washington reserves the right to assign or otherwise modify the duties assigned to this classification.

I certify that I have read the physical requirements as set forth above and am physically able to perform the necessary duties as indicated.

I have received, reviewed and understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Signature: _____

Date: _____

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

010-3991-9910	Fund Balance Appropriated	\$	23,200
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for the full time Grant Manager:

010-4130-0200	Salaries	\$	14,000
010-4130-0600	Group Insurance		6,000
010-4130-0700	Retirement Contributions		1,100
010-4130-0500	FICA Tax Withholdings		2,100

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 10th day of November, 2025.


MAYOR

ATTEST:


CITY CLERK



**APPROVE – LEAD SERVICE LINE INVENTORY ENGINEERING
AGREEMENT AMENDMENT AND ADOPT A BUDGET AND GRANT
PROJECT ORDINANCE AMENDMENT**

BACKGROUND AND FINDINGS: The City accepted funding and executed an engineering agreement with Rivers and Associates on September 9, 2024 to inspect the drinking water distribution system and develop an inventory of the lead service lines. This amendment is needed to cover additional services required due to difficult access and additional service connections that were not originally anticipated.

By motion of Mayor Pro tem Tyre, seconded by Councilmember Pitt, Council approved the Engineering Agreement Amendment with Rivers and Associates for the Lead Service Line Inventory, approve the Budget & Grant Project Ordinance Amendment and approved the subsequent purchase order in the amount of \$50,000.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

**AN ORDINANCE TO AMEND THE BUDGET & GRANT PROJECT
ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the Water Grant Fund revenue budget be increased or decreased by the respective amounts indicated:

206-3980-3000	Transfer from Water Fund	\$ 50,000
	Project Lead Service Line	
	Inventory Grant	

Section 2. That the following accounts of the Water Grant Fund appropriations budget be increased or decreased by the respective amounts to complete the Lead Service Line Inventory project:

206-8244-0400	Professional Services	\$ 50,000
	Project Lead Service Line	
	Inventory Grant	

Section 3. That the following accounts of the Water Fund revenue budget be increased or decreased by the respective amounts indicated:

030-3991-9910	Fund Balance Appropriated	\$ 50,000
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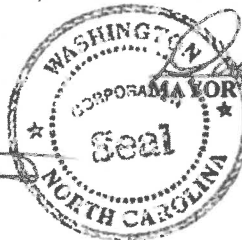
Section 4. That the following accounts of the Water Fund appropriations budget be increased or decreased by the respective amounts indicated:

030-6610-9203	Transfer to Grant Funds	\$ 50,000
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Adopted this the 10th day of November, 2025.

ATTEST:


CITY CLERK



This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated March 13, 2023.

Amendment To Task Order No. 8

1. Background Data:

- a. Effective Date of Task Order Agreement: September 9, 2024
- b. Owner: City of Washington
- c. Engineer: Rivers & Associates, Inc.
- d. Specific Project: Washington - Lead Service Line Inventory

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:

Continue water meter inspections to determine materials for individual water services to existing water connections per EPA requirements.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: Not modified.
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: Not modified.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$50,000.00 - Hourly Estimated
- e. The schedule for rendering services under this Task Order is modified as follows:

Additional 4 Months
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

Fee Schedule (See revised Attachment 4 to original Task Order)

3. Task Order Summary (Reference only)

a. Original Task Order amount:	\$460,000
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$50,000
d. Adjusted Task Order amount:	\$510,000

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is November 10, 2025.

OWNER:

By: Donald B. SadlerTitle: MayorDate Signed: Donald B. Sadler 11/10/25

ENGINEER:

By: Angela J. ChappinTitle: PresidentDate Signed: 10-31-25

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Exhibit K- Attachment 1 – Task Order Form

EJCDC E-885 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition
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**ATTACHMENT 4
RIVERS AND ASSOCIATES, INC.
STANDARD RATES
Effective: November 1, 2025**

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$215.00
Project Manager	\$168.00 to \$210.00
Project Engineer	\$125.00 to \$195.00
Design Engineer	\$105.00 to \$115.00
Landscape Architect	\$120.00 to \$170.00
Landscape Designer	\$100.00 to \$125.00
Planner	\$90.00 to \$110.00
Designer	\$95.00 to \$145.00
CAD Technician	\$80.00 to \$90.00
Project Surveyor	\$105.00 to \$160.00
Party Chief	\$70.00 to \$125.00
Surveyor Technician	\$60.00 to \$80.00
1-Man Robotic	\$115.00 to \$160.00
Resident Project Representative	\$75.00 to \$120.00
Administrative Assistant	\$75.00 to \$90.00
Engineering Tech	\$90.00
Field Tech	\$75.00
Intern Tech	\$50.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Cost
Current IRS Rate	Cost
Miscellaneous Expenses	Cost

APPROVE – CHANGE ORDER #1 FOR THE MEDICAL DISTRICT PROJECT

BACKGROUND AND FINDINGS: This request comes as a result of changes in the project as noted in the attached documentation. Some of the changes result in deducts, while others result in additions to cost. The net increase is due primarily to additional concrete work needed for the project. The additional cost will be covered by the budgeted contingencies.

By motion of Mayor Pro tem Tyre, seconded by Councilmember Pitt, Council approved Change Order #1 for the Medical District Project in the amount of \$4,215 and authorized the City Manager to execute said Change Order, and approved subsequent Purchase Order in the same amount.

Mr. Russell explained there was incorrect information on social media regarding flooding near CVS. There was a minor issue with one of the pumps which didn't come into service properly and caused temporary flooding in that area. Once the pump came back into service the water was gone after around thirty minutes. Social media comments stated the project was finished and it failed which was not true, we are only about 10% finished.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

City of Washington – Medical District Drainage Improvements

1/22

Change Order No. 1

Date of Issuance: November 3, 2025

Effective Date: November 10, 2025

Owner: City of Washington

Owner's Contract No.:

Contractor: B.E. Singleton & Sons, Inc.

Contractor's Project No.:

Engineer: Rivers and Associates, Inc.

Engineer's Project No.: 2020107

Project: Medical District Drainage Improvements

Contract Name: Contract 1

The Contract is modified as follows upon execution of this Change Order:

Description: Design modifications to utilize skewed/ mitred box culverts in lieu of cast-in-place junction boxes, price increases due to delay in construction start, adding a junction box, design improvements at outlet and wing wall of John Small outlet, reduction in water line scope, and time extension due to delay in construction start for funding determination.

Attachments: Attachment #1 – Quantity Adjustments (10-31-25), Change Order Pricing from B.E. Singleton (8-12-25), Work Change Directive #1, Work Change Directive #2, and Junction Box Built from Singleton (9-9-25).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 5,628,825.75	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: Ready for Final Payment: days
Contract Price prior to this Change Order: \$ 5,628,825.75	Contract Times prior to this Change Order: Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 4,215.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>282</u> Ready for Final Payment: <u>282</u> days or dates
Contract Price incorporating this Change Order: \$ 5,633,040.75	Contract Times with all approved Change Orders: Substantial Completion: <u>June 18, 2026</u> Ready for Final Payment: <u>July 23, 2026</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>SR. PROJECT MANAGER</u>	Title: <u>City Manager</u>	Title: <u>VP</u>
Date: <u>11-8-25</u>	Date: <u>11-10-25</u>	Date: <u>11/4/25</u>
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		

ATTACHMENT #1 - QUANTITY ADJUSTMENTS
City of Washington - Medical District Drainage Improvements - Contract I
October 31, 2025

Item			Bid Item Quantity	Unit Price	Bid Item Value (\$)	CO #1	CO #1 Value
Bid Item No.	Description						
22	8" Restrained Joint PVC (Water Line)	LF	640	\$60.00	\$38,400.00	(540)	(\$32,400.00)
23	8" Restrained Joint DIP (Water Line)	LF	200	\$125.00	\$25,000.00	(165)	(\$20,625.00)
24	8" Existing Water Main Tie-in	EA	9	\$4,500.00	\$40,500.00	(7)	(\$31,500.00)
29	8" valve (Water Line)	EA	3	\$3,400.00	\$10,200.00	(2.00)	(\$6,800.00)
30	16" Steel Casing (Open Cut)	LF	180	\$175.00	\$31,500.00	(150.00)	(\$26,250.00)
56a	3' x 4' Junction Box	EA	1	\$4,000.00	\$0.00	1.00	\$4,000.00
57	24' x 24' Junction Box 1	EA	1	\$150,000.00	\$150,000.00	(1.00)	(\$150,000.00)
57a	Stew for Junction Box 1	LF	15	\$6,834.00	\$0.00	15.00	\$102,510.00
58	20' x 20' Junction Box 2	EA	1	\$125,000.00	\$125,000.00	(1.00)	(\$125,000.00)
58a	Stew for Junction Box 2	LF	17	\$5,874.00	\$0.00	17.00	\$99,858.00
59	24' x 24' Junction Box 3	EA	1	\$150,000.00	\$150,000.00	(1.00)	(\$150,000.00)
59a	Stew for Junction Box 3	LF	14	\$8,264.00	\$0.00	14.00	\$115,696.00
95	Increase in Time & Materials due to delayed start	LS	1	\$213,726.00	\$0.00	1.00	\$213,726.00
	Work Change Directive #1	LS	1	\$6,500.00	\$0.00	1.00	\$6,500.00
	Work Change Directive #2	LS	1	\$4,500.00	\$0.00	1.00	\$4,500.00
	Totals						\$4,215.00

City of Washington – Medical District Drainage Improvements

8/22



Work Change Directive No. 1

Date of Issuance: October 7, 2025 Effective Date: October 7, 2025

Owner: City of Washington Owner's Contract No.: _____

Contractor: R.R. Singleton & Sons, Inc. Contractor's Project No.: _____

Engineer: Rivers & Associates, Inc. Engineer's Project No.: 2020107

Project: Washington Medical District Drainage Contract Name: Contract I – General Construction

Contractor is directed to proceed promptly with the following change(s):
 Description: Complete installation of 12" wide sidewalk extension and concrete apron down to the top of the culvert headwall. Concrete to be 4" thick concrete for each section.

Attachments: [List documents supporting change] E-mail from Contractor dated October 7, 2025.

Purpose for Work Change Directive:
 Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Time (non-binding, preliminary):

Contract Price \$ 6,500 [Increase] [Decrease]
 Contract Time 0 days [Increased] [Decreased]

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED: AUTHORIZED BY: RECEIVED:

By: [Signature] By: [Signature] By: [Signature]
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Sr. Project Manager Title: City Manager Title: President

Date: 10-7-25 Date: 10/10/25 Date: 10-14-25

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

City of Washington – Medical District Drainage Improvements 3/22

ECDC
ENGINEERING AND CONSTRUCTION
CONSULTANTS

Work Change Directive No. 2

Date of Issuance: October 21, 2025 Effective Date: October 21, 2025

Owner: City of Washington Owner's Contract No.: _____

Contractor: R.B. Singleton & Sons, Inc. Contractor's Project No.: _____

Engineer: Riven & Associates, Inc. Engineer's Project No.: 2020107

Project: Washington Medical District Drainage Contract Name: Contract I – General Construction

Contractor is directed to proceed promptly with the following change(s):

Description: Design improvement for grading of business parking area and stream bank. Complete installation of 8" thick cast-in-place concrete retaining wall extension for 8 feet along the top of the wing wall on the southwest side of John Small Avenue. Retaining wall to be at least 3 feet tall at the end of the wing wall.

Attachments: (List documents supporting change) Quote from Contractor dated October 15, 2025 and design drawings by RPA Engineering, P.A., signed and sealed 10-6-25.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Time (non-binding, preliminary):

Contract Price \$ 4,500 (Increase) (decrease).
Contract Time 0 days (Increase) (decrease).

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED: AUTHORIZED BY: RECEIVED:

By: [Signature] By: [Signature] By: [Signature]
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: Sr. Project Manager Title: City Manager Title: Project Manager

Date: 10-20-25 Date: 10/21/25 Date: 10/21/25

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

ECDC® C-040, Work Change Directive.
Prepared and published 2023 by the Engineers Joint Contract Documents Committee.
Page 1 of 1

(5-04) wcd-4

ADOPT – UPDATED FEES FOR WASHINGTON WARREN AIRPORT

BACKGROUND AND FINDINGS: With better understanding of UAS/AAM operations at the airport there are fees that need to be added or adjusted on our current fee schedule to accommodate these situations, at what we believe is a fair market rate. Any items adjusted or added have been highlighted.

By motion of Councilmember Horton, seconded by Councilmember Pitt, Council adopted an updated fee schedule for the Washington Warren Airport.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

Airport Fees

Services Required After Hours

Any part of the first hour \$100 (waived with 200 gallon fuel purchase)
Any part of a half hour after the initial first hour \$50

Revenue Code -- 037-3350-8901 Miscellaneous Revenue

Tie Down Services at Warren Field Airport

Daily Tie Down \$3 after first 3 days free
Monthly Tie Down \$25

Revenue Code – 037-3453-0007 Tie Down Rentals

T-Hanger Rental Fees

T-Hanger with Electricity availability \$205 per month
End T-Hangers with more sq. ft. \$240 per month

Revenue Code -- 037-3454-0004

Push Back and Transport Fees

Single Engines up to 3,500 lbs.	\$10.00
Twin Engines up to 6,000 lbs.	\$15.00
Single Turboprop up to 9,500 lbs.	\$20.00
Twin Turboprop up to 8,000 to 15,000 lbs.	\$25.00
Jets 6,000 – 9,000 lbs.	\$40.00
9,000 – 20,000 lbs.	\$80.00

Revenue Code – 037-3350-8901 Misc. Revenue

Ramp Fees

Piston Aircraft	\$10.00 (waived with any fuel purchase)
Twin Engine Aircraft	\$25.00 (waived with 25 gallon fuel purchase)
Turboprop Aircraft	\$75.00 (waived with 50 gallon fuel purchase)
Jet	\$75.00 (waived with 50 gallon fuel purchase)
Jet (Over 35,000lb)	\$100.00 (waived with 200 gallon fuel purchase)

Revenue Code – 037-3350-8901 Misc. Revenue

Airport Usage FeesAAM-(Advanced Air Mobility) & UAS-(Unmanned Aerial System)\$150.00 per day of Airfield Usage (self-sustained access to airfield)

Revenue Code – 037-3453-0075

Ag Operations

\$125.00 per day – 1 Aircraft

\$100.00 per day – 2 or more Aircraft

Revenue Code – 037-4530-8901

Ground Site Land Lease Fee

A ground lease is an agreement in which a tenant can develop property during the lease period, after which it is turned over to the property owner.

\$0.28 per square foot for ground site leases - the first five years of ground lease (Waved if hanger is built within 12 months. (The sixth year would be at a negotiated rate based on fees established by Council at the time.)

Revenue Code – 037-3454-0016 Ground Leases

Conference Room Rental

One Full Day (8 hours) \$75.00

Half Day (4 hours or less) \$40.00

City/County meetings exempt from rental fee

Revenue Code – 037-3350-8901

Drone Operations (removed)

APPROVE – DEVELOPMENT AGREEMENT FOR AVON AVENUE EXTENSION

BACKGROUND AND FINDINGS: This improvement has been recommended by the Rural Planning Organization as a potential connector to relieve traffic congestion along 15th street and foster economic development. The roadway extension would run south of Smallwood and Kingswood to N Market St. This would be a two-lane road that would minimize cut through traffic in neighboring subdivisions and improve pedestrian and biking options. The road would also connect to the end of Brown Street and could connect to the back side of Oakdale Cemetery. This development agreement will be in partnership with Sans Souci Development to provide a public roadway for transportation improvements.

Projected Benefits:

- Decrease cut-through traffic that runs through Smallwood.
- Provide quicker access for drivers from N Market St to Highland Dr/John Small Ave. Or vice-versa.
- Establish an alternate route to access Oakdale (Funeral processions, Walkers/Joggers, Visitors).
- Give emergency medical services a quicker route to locations along N Market St (Sports Complex, Smallwood, Kingswood, Somerset).
- Ease AADT counts on 15th Street.
- Provide a route for potential future economic/residential development in this area.



SAM SINGLETON, MID-EAST RPO

AVON AVENUE EXTENSION-DRAFT

6-7-2022

November 10, 2025
Page 58 of 95

Mr. Russell explained this has been discussed for almost a decade with the Regional Planning Office and NCDOT to establish a road between Market Street and Highland Drive. This would connect to Brown Street as well as to the rear entrance of Oakdale Cemetery. The cost for the project is around \$6.5 million for infrastructure to install this road. They have requested a development cost share with the city and we are suggesting to invest between \$2-\$3million and they will deed the property to the city. We are looking at finalizing the agreement and allowing the manager to enter in the agreement. Mayor Pro tem Tyre asked if this was private property and Mr. Russell answered, yes and this will be come city property at 1/3 of the cost for a public street including water, sewer, electric with a two lane road and two roundabouts.

By motion of Councilmember Hodges, seconded by Councilmember Brooks, Council approved the development agreement partnership for the Avon Avenue Extension.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

CLOSED SESSION:**UNDER NCGS 143-318.11 (A)(6) PERSONNEL AND (A)(3) ATTORNEY/CLIENT PRIVILEGE**

By motion of Mayor Pro tem Tyre, seconded by Councilmember Horton, Council entered into closed session under NCGS 143-318.11 (A)(6) Personnel and (A)(3) Attorney/Client Privilege.

By motion of Mayor Pro tem Tyre, seconded by Councilmember Brooks, Council returned to open session.

CONTRACT – CITY CLERK

By motion of Councilmember Hodges, seconded by Mayor Pro tem Tyre, Council approved an employment contract with Cynthia Bennet, City Clerk and authorized the Mayor to execute the same.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

NORTH CAROLINA
CITY OF WASHINGTON

CONTRACT TO EMPLOY CITY CLERK

THIS AGREEMENT is hereby made and entered into as of the 10th day of November, 2025 ("the Commencement Date" and effective immediately, by and between City of Washington, a governmental entity, acting by and through its duly authorized officers, hereinafter referred to as the "City" and CYNTHIA BENNETT, hereinafter referred to as the "Employee" and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Parties agree as follows.

1. Purpose of Contract. City contracts and employs Employee to perform and serve at the direction and pleasure of the City of Washington City Council as the City Clerk, and to render all services required as City Clerk including by way of example and not limitation:
 - a. Attending City Council meetings, work sessions and other meetings as requested by the City and
 - b. All duties specifically detailed in the City of Washington City Code and North Carolina General Statute for the position of City Clerk.
2. Term. The term of this Agreement shall remain in full force and effect from the Commencement Date until terminated by the City or the Employee as provided in Sections 6 and 8 of this Agreement.
3. Commencement of Employment. The Employee shall have all duties and responsibilities as City Clerk, and the City's obligations, including payment of salary and provision of other benefits associated with the position as provided to other employees of the City, shall continue from the Commencement Date of the date of this Agreement.
4. Compensation of Employee.
 - a. Base Salary. City agrees to pay Employee her annual base salary, in such amount as it is set as of the date of Commencement Date, payable in installments at the same time that the other employees of the City are paid.
 - b. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies.
 - c. Consideration shall be given on an annual basis to increase compensation dependent on the results of the performance evaluation conducted under the provisions of Section 9 of this Agreement. Increased compensation can be in the form of a salary increase and/or bonus. Employee shall receive salary increases provided to other City

employees based on factors other than performance such as cost of living adjustments.

- d. Vacation leave, sick leave, health insurance, dental insurance, vision insurance, life insurance, participation in an approved retirement plan, shall be available for and provided to the Employee upon such terms and conditions established under any effective personnel policy approved or established by the City from time to time.

5. General Business Expenses.

- a. City agrees to budget and pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable to the Employee's continued professional participation, growth and advancement, and for the good of the Employer.
- b. City agrees to budget for and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions necessary to adequately continue the professional development of the Employee and to pursue necessary official functions of the City including but not limited to the North Carolina Association of Municipal Clerk's Annual Conference and other local governmental groups and committees in which the Employee serves as a member or participant.

6. Termination. For the purpose of this Agreement, termination shall occur when:

- a. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting; or
- b. If the City, citizens or legislature acts to amend any provision of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially change the form of government, the Employee shall have the right to declare that such amendments constitute termination; or
- c. If the Employee resigns following an offer to accept resignation, whether formal or informal by the Employer as a representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the offer;
- d. Breach of contract is declared by either party with a 30 day cure period for either Employee or City, written notice of breach of contract shall be served simultaneously to the Mayor and the City Attorney;
- e. The Employee's salary as of the Commencement Date is reduced by 15% or more; or
- f. Upon the death, insanity, bankruptcy, or malfeasance of Employee.

7. Final Compensation.

- a. In recognition and consideration of continued acceptance of an appointed position as City Clerk, Final Compensation shall be paid to the Employee when employment is terminated as defined as follows:

- i. If the Employee is terminated, City shall provide a final compensation payment equal to six (6) months' salary at the then current rate of pay. This final compensation shall be paid in a lump sum unless otherwise agreed to by the City and Employee. Final compensation shall not be made if the Employee is terminated due to any of the issues detailed in (ii) below. Health, dental, and vision insurance benefits shall continue for the Employee at the sole cost of the City for a period of six (6) months following termination.
 - ii. The payment obligations detailed in (i) above shall not apply in the event that the Employee is terminated due to any activity involving serious misconduct. Serious misconduct shall be defined as (i) any act that would constitute a felony; (ii) any act that would constitute a misdemeanor involving moral turpitude; (iii) any wrongful act whereby Employee uses her position as City Clerk for personal gain; (iv) any misrepresentation of Employee's professional credentials; (v) being under the influence of alcohol and/or any controlled substances by Employee while on official business of the City; or (vi) any wrongful act committed intentionally or through gross negligence that potentially could subject the City to monetary liability and in the collective judgement of the City Council, the accusations will interfere with the Employee's ability to perform the duties of the position of City Clerk at a satisfactory level. In such events, the City Council may suspend Employee without pay or benefits and without obligation for reinstatement. In the event Employee is convicted of (i) any illegal act involving personal gain (ii) a felony or (iii) a misdemeanor which involves moral turpitude, then, and in that event, the City shall have the right to terminate the Employee and shall have no obligation to provide the severance benefits set forth in the previous paragraph.
8. **Resignation.** In the event the Employee voluntarily resigns her position with the City, the Employee shall provide a minimum of 30 days' notice unless the Parties agree otherwise.
9. **Performance Evaluation.** Employer shall annually review the performance of the Employee consistent with City Policies subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and the Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

10. Exclusive Service. Employee shall devote her full working time and attention to the duties of the Clerk's Office. During the term of this Agreement, Employee shall not, without the written consent of the City, directly or indirectly render services of a professional nature to or for any person or agency for compensation, or engage in any practice that competes with the interest of City.
11. Professional Standards. Employee shall perform her duties under this Agreement in accordance with applicable rules of ethics afforded to the position and in accordance with City of Washington Personnel Policies and Regulations.
12. Records and Files. All records and files concerning the City shall belong to and remain the property of the City. Upon termination of her employment, Employee shall not be entitled to keep or reproduce City's records or files unless specifically authorized by the City.
13. Bonding. City shall bear the cost of any fidelity or other bonds required for the Employee under any law or ordinance.
14. Modification of Agreement. No modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding unless contained within a written amendment properly approved and executed by each Party.
15. Assignment of Rights. The rights of each Party to this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.
16. Notices. Any notice provided for or concerning this Agreement shall be in writing, and shall be deemed sufficiently given when sent by certified or registered mail.
17. Paragraph Headings. The titles of the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretations of the provisions of this Agreement.
18. Governing Law. This Agreement is subject to the jurisdiction and laws of the State of North Carolina.
19. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

20. Effect of Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

21. Entire Agreement. This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations, other than those contained herein, and this Agreement shall supersede all previous communications, representations or Agreements, either verbal or written, between the Parties hereto.

NOW, THEREFORE, the Parties hereto have executed this Agreement in duplicate originals, one to be retained by each Party.

City of Washington

By: 
Donald Sadler,
Mayor

By: 
Cynthia Bennett,
City Clerk

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


Finance Director

5

PUBLIC HEARING 6:00PM - ZONING:

PUBLIC HEARING 6:00PM- OTHER: NONE

ANY OTHER ITEMS FROM CITY MANAGER:

Light up the City – November 26th
Christmas Parade – December 6th

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL: NONE

ADJOURN:

By motion of Mayor Pro tem Tyre, seconded by Councilmember Pitt, Council adjourned the meeting until November 10, 2025 at 5:30pm in the City Council Chambers.

(Subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

The Washington City Council met in a special meeting on Wednesday, November 26, 2025 at 11:00am in the Council Chambers at the Municipal Building. Present: Donald Sadler, Mayor; Anthony Tyre, Mayor Pro tem; Lou Hodges, Councilmember; Richard Brooks, Councilmember; Antwan Horton, Councilmember; William Pitt, Councilmember. Also, present Jonathan Russell, City Manager; Franz Holscher, City Attorney and Cynthia Sullivan Bennett, City Clerk.

Mayor Sadler called the meeting to order.

APPROVE BUDGET ORDINANCE AMENDMENT FOR CITY CLERK'S CONTRACT

Background and Findings: The City Clerk contract was approved by council at the November 10, 2025 council meeting. This action allows the finance director to preaudit the contract and appropriate the funds to support the contractual action entered into.

By motion of Councilmember Brooks, seconded by Councilmember Horton, Council approved the budget ordinance amendment for the City Clerk's contract.

VOTE:	YES	NO
Mayor Pro tem Tyre	X	
Councilmember Hodges	X	
Councilmember Brooks	X	
Councilmember Horton	X	
Councilmember Pitt	X	

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

010-3991-9910 Fund Balance Appropriated \$ 57,925

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for a severance contract:

010-4400-4519 Miscellaneous Contracts \$ 57,925

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 26th day of November, 2025.


MAYOR

ATTEST:


CITY CLERK



ACCEPT CITY MANAGER'S RESIGNATION

BACKGROUND AND FINDINGS: The above is consistent with the City Manager's employment agreement dated November 5, 2018.

By motion of Mayor Pro tem Tyre, seconded by Councilmember Horton, Council accepted the City Manager's resignation that was submitted on November 10, 2025, effective December 8, 2025; acknowledged the resignation invokes the City Manager's severance; and direct that the severance be paid on or before November 26, 2025.

Councilmember Hodges stated she approves this item with a heavy heart, but she understands why this is happening. She noted Jonathan Russell's employment contract was dated November 5, 2018.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

**APPROVE BUDGET ORDINANCE AMENDMENT FOR CITY MANAGER'S
SEVERANCE PAYOUT**

BACKGROUND AND FINDINGS: Budget ordinance amendment for the City Manager's severance payout effective November 26, 2025.

By motion of Councilmember Hodges, seconded by Councilmember Brooks, Council approved the corresponding budget ordinance amendment for the City Manager's severance payout effective November 26, 2025.

VOTE:	YES	NO
Mayor Pro tem Tyre	x	
Councilmember Hodges	x	
Councilmember Brooks	x	
Councilmember Horton	x	
Councilmember Pitt	x	

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

010-3991-9910	Fund Balance Appropriated	\$	140,067
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for a contractual severance payment:

010-4120-0200	Salaries	\$	127,177
010-4120-0700	Retirement Contributions		3,160
010-4120-0500	FICA Tax Withholdings		9,730
	Total		140,067

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 26th day of November, 2025.




MAYOR

ADJOURN:

By motion of Councilmember Horton, seconded by Councilmember Pitt, Council adjourned the meeting until December 8, 2025 at 5:30pm in the City Council Chambers.

s/Cynthia S. Bennett, MMC
City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: R.M. Flowers, Fire Chief
Date: December 8, 2025
Subject: Tractor Supply Donation
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council accept a donation from Tractor Supply in the amount of \$500.00, and approve the corresponding budget ordinance amendment.

BACKGROUND AND FINDINGS:

The Fire Department received a \$500.00 donation from Tractor Supply.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

(X)

 Currently Budgeted (Account) requires additional appropriation
XX No Fiscal Impact

SUPPORTING DOCUMENTS

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

010-3350-2001	Donations	\$	500
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for the purchase of materials:

010-4340-4500	Materials	\$	500
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 8th day of December, 2025.

MAYOR

ATTEST:

CITY CLERK

Mayor
Donald R. Sadler

City Manager
Jonathan Russell



Washington City Council
Richard Brooks
Lou Hodges
Antwan Horton
William Pitt
Anthony Tyre

To: Mayor Sadler & Members of the City Council
From: Tammy Swindell, C.F.O.
Date: December 2, 2025
Subject: PO's > \$50,000

The following budgeted purchase orders that are in excess of \$50,000 have been issued for the month:

<u>PO</u> <u>Number</u>	<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
069691	\$175,198.75	HAWKINS INC	SODIUM HYPOCHLORITE
069699	\$585,000.00	A.R. CHESSON CONSTRUCTION	NORTH GA AREA PROJECT

Mayor
Donald R. Sadler

City Manager
Jonathan Russell



Washington City Council
Richard Brooks
Lou Hodges
Antwan Horton
William Pitt
Anthony Tyre

To: Mayor Sadler & Members of the City Council
From: Tammy Swindell, C.F.O.
Date: December 2, 2025
Subject: Budget Transfers

The Budget Officer reallocated appropriations among various departmental totals of expenditures within authorized funds.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes.

035-8380-1700	-\$500.00
035-8390-7400	\$500.00
010-4400-5701	-\$25,551.00
010-4132-7400	\$25,551.00
010-4310-0200	-\$82,748.00
010-4310-0500	-\$11,908.00
010-4310-0600	-\$6,482.00
010-4310-0700	-\$14,234.00
010-4310-0701	-\$1,994.00
010-6120-0200	\$82,748.00
010-6120-0500	\$11,908.00
010-6120-0600	\$6,482.00
010-6120-0700	\$14,234.00
010-6120-0701	\$1,994.00

NOV 07 2025

Request for Transfer of Funds

Date: November 6, 2025

TO: City Manager or Finance Director
FROM: Rachel H. Smith – Electric Administrative Support Specialist
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

	Department	Account Number	Account Name	Amount
FROM:	Electric	035-8380-1700	Maint/Repair Vehicles	\$500
TO:	Electric	035-8390-7400	Capital Outlay	\$500

For the purpose of: Cover expenses for two trailer tags.

Rachel H. Smith
Supervisor

Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.

CFA RM
City Manager or Finance Director

Date

11/16/25

Council
Copy

Request for Transfer of Funds

Date: 11/18/2025

TO: City Manager or Finance Director
FROM: Finance
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Miscellaneous	010-4400-5701	None	Miscellaneous Expense	25551.00
TO:	IT	010-4132-7400	None	Capital Outlay	25551.00

For the purpose of: Purchase of speakers for Downtown Washington

Joanne B. Blum
Supervisor

Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

* Request for Transfer of Funds from Department to Department, require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.

[Signature]
City Manager or Finance Director

Date

11/24/25

RECEIVED

NOV 25 2025

Request for Transfer of Funds

Date: 11/18/2025

TO: City Manager or Finance Director

FROM: Finance

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Police	010-4310-0200	None	Salaries	82748.00
		010-4310-0500		FICA	11908.00
		010-4310-0600		Group Insurance	6482.00
		010-4310-0700		Retirement	14234.00
		010-4310-0701		401K	1994.00
TO:	Recreation	010-6120-0200	None	Salaries	82748.00
		010-6120-0500		FICA	11908.00
		010-6120-0600		Group Insurance	6482.00
		010-6120-0700		Retirement	14234.00
		010-6120-0701		401K	1994.00

For the purpose of: Transfer funds from PD to Rec to accommodate moving Community Outreach employee's salaries from one department to the other.

Supervisor

Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

* Request for Transfer of Funds from Department to Department, require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.

City Manager or Finance Director

Date

RECEIVED
NOV 20 2025



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Hope Woolard, Public Works Director
Date: December 8, 2025
Subject: Cherry Run Pump Station and 5th Street Force Main Project -Tentative Award for Construction and Grant Project Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that Council tentatively award the construction of the Cherry Run Pump Station & 5th Street Force Main Project to KBS Construction Company, approve Grant Project Ordinance Amendment and approve subsequent purchase order to KBS Construction in the amount of \$3,059,275.

BACKGROUND AND FINDINGS:

City Council approved a resolution at the May 13, 2024 City Council meeting to accept funding from the Division of Water Infrastructure for the replacement of existing aged infrastructure and the rehabilitation of the existing Cherry Run Pump Station.

A bid opening was held on November 13, 2025. Three bids ranging from \$5,108,115 to \$3,059,275 were received for the project. KBS Construction Company had the lowest bid in the amount of \$3,059,275. Before final award, the construction contract is subject to the review of the bid-award actions and approval by the funding agency, the North Carolina Department of Environmental Quality, Division of Water Infrastructure and review of the bidder's safety information.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

☐ Currently Budgeted (Account:) ☒ Requires additional appropriation ☐ No Fiscal Impact

SUPPORTING DOCUMENTS

- Bid Tabulation Sheet
- Resolution
- Grant Project Ordinance Amendment

**CITY OF WASHINGTON
TENTATIVE AWARD RESOLUTION**

WHEREAS, the City of Washington is in the process making improvements to its wastewater collection system by repairing and improving its sanitary sewer system, and

WHEREAS, The City of Washington has applied for loan financing from the State of North Carolina for the replacement project designated as SRF-W-0004, and

WHEREAS, the scheduled bid opening was advertised and three bids were received by the City of Washington from KBS Construction Company, LLC, T.A. Loving Company, and Hendrix-Barnhill Inc. on November 13, 2025, and

WHEREAS, The City of Washington desires to accept the lowest, responsive bid received and make tentative award of a construction contract based upon the bid price.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON:

THAT, The City of Washington hereby accepts the lowest, responsive bid received on November 13th, 2025, for making improvements to its wastewater collection system by construction replacement of sewer force mains and replacing the Cherry Run Pump Station pumps and motors.

THAT, a construction contract be tentatively awarded to the bidder, KBS Construction Co., LLC., for the Bid amount of \$3,059,275.00, subject to review of the bid-award actions and subsequent approval by the funding agency, the North Carolina Department of Environmental Quality, Division of Water Infrastructure and review of the bidder's safety information.

Adopted this the 8th day of December, 2025 at a regularly scheduled meeting of the City of Washington City Council held at the Council Chambers at the City Hall in Washington, North Carolina.

Donald Sadler, Mayor

Attest:

Cynthia S. Bennett, City Clerk
(SEAL)

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR
CHERRY RUN PUMP STATION & 5TH ST FORCE MAIN
PROJECT SRF-W-0004
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the Estimated Revenues in the Cherry Run PS & Force Main Grant Project Fund be increased or decreased in the following accounts and amounts:

305-3980-3200	Transfer from Sewer Fund Project Cherry Run & Force Main	73,899
305-3480-0508	NCDEQ Funding Project Cherry Run & Force Main	3,694,925

Section 2. That the following appropriation accounts in the Cherry Run & Force Main Grant Project Fund be increased or decreased by the following amounts to fund closing cost:

305-8250-4502	Construction Project Cherry Run & Force Main	3,694,925
305-8250-0401	Administration & Legal Project Cherry Run & Force Main	73,899

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.
Adopted this the 8th day of December, 2025.

MAYOR

ATTEST:

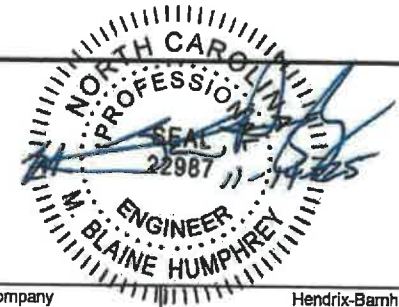
CITY CLERK

RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

OWNER: City of Washington
PROJECT: Cherry Run Pump Station Rehabilitation & 5th Street Force Main Replacement
LOCATION: Municipal Building
 102 East Second Street, Washington, NC 27889
BIDS OPENED: Thursday, November 13, 2025 at 2:00pm



CONTRACTOR ADDRESS			KBS Construction 208 Bath Road Fremont, NC 27830 71024 / 5%			T.A. Loving Company 400 Patetown Road Goldsboro, NC 27530 325 / 5%			Hendrix-Barnhill 1819 Progress Road Greenville, NC 27835 4883 / 5%		
LIC#/BID BOND											
ITEM NO.	QTY.	UNIT DESCRIPTION	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE
SEWER:											
1.	1 LS	Mobilization and Bonding (not to exceed 3%)		\$85,000.00			\$108,000.00			\$145,000.00	
2.	1 LS	Cherry Run Pump Replacement (Base Bid)		\$115,000.00			\$107,000.00			\$270,000.00	
2a.	1 LS	Cherry Run Pump Replacement w/ Gorman-Rupp Pumps			\$115,000.00			\$107,000.00			\$270,000.00
3.	1,955 LF	8" PVC Force Main	\$100.00	\$195,500.00		\$160.00	\$312,800.00		\$205.00	\$400,775.00	
4.	2,080 LF	8" RJPVC Force Main	\$150.00	\$312,000.00		\$240.00	\$499,200.00		\$280.00	\$582,400.00	
5.	1,655 LF	12" PVC Force Main	\$140.00	\$231,700.00		\$210.00	\$347,550.00		\$240.00	\$397,200.00	
6.	1,600 LF	12" RJPVC Force Main	\$215.00	\$344,000.00		\$330.00	\$528,000.00		\$310.00	\$496,000.00	
7.	15 LF	12" RJDIP Force Main	\$325.00	\$4,875.00		\$600.00	\$9,000.00		\$750.00	\$11,250.00	
8.	7 EA	Tie-In New Force Main to Existing Force Main	\$13,000.00	\$91,000.00		\$10,500.00	\$73,500.00		\$26,000.00	\$182,000.00	
9.	1 EA	10" Horizontal Directional Bore w/ HDPE E. 4TH St. & Simmons Rd. (STA 2+41 - 6+53)	\$100,000.00	\$100,000.00		\$110,000.00	\$110,000.00		\$78,200.00	\$78,200.00	
10.	1 EA	10" Horizontal Directional Bore w/ HDPE HWY 264 & E. 5th St. (STA 35+61 - 38+95)	\$85,000.00	\$85,000.00		\$88,000.00	\$88,000.00		\$56,400.00	\$56,400.00	
11.	1 EA	14" Horizontal Directional Bore w/ HDPE 6TH St. & N. Respass St. (STA 57+75 - 61+14)	\$125,000.00	\$125,000.00		\$150,000.00	\$150,000.00		\$102,000.00	\$102,000.00	
12.	4 EA	8" Thrust Collar Assembly	\$7,500.00	\$30,000.00		\$13,000.00	\$52,000.00		\$13,400.00	\$53,600.00	
13.	2 EA	12" Thrust Collar Assembly	\$15,000.00	\$30,000.00		\$16,000.00	\$32,000.00		\$18,000.00	\$36,000.00	
14.	40 LF	16" Steel Casing (Jack & Bore)	\$775.00	\$31,000.00		\$1,100.00	\$44,000.00		\$1,000.00	\$40,000.00	
15.	110 LF	24" Steel Casing (Jack & Bore)	\$875.00	\$96,250.00		\$1,200.00	\$132,000.00		\$1,100.00	\$121,000.00	
16.	11 EA	Automatic Air Release Valve and Vault w/ Vent (0'-6')	\$19,500.00	\$214,500.00		\$23,000.00	\$253,000.00		\$24,300.00	\$267,300.00	

December 8, 2025

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RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: City of Washington
PROJECT: Cherry Run Pump Station Rehabilitation & 5th Street Force Main Replacement
LOCATION: Municipal Building
102 East Second Street, Washington, NC 27889
BIDS OPENED: Thursday, November 13, 2025 at 2:00pm

CONTRACTOR ADDRESS			KBS Construction 208 Bath Road Fremont, NC 27830 71024 / 5%			T.A. Loving Company 400 Patetown Road Goldsboro, NC 27530 325 / 5%			Hendrix-Barnhill 1819 Progress Road Greenville, NC 27835 4883 / 5%		
LIC# / BID BOND											
ITEM NO.	QTY.	UNIT DESCRIPTION	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE
17.	1,900 LF	Abandon Force Main with Flowable Fill	\$25.00	\$47,500.00		\$25.00	\$47,500.00		\$34.00	\$64,600.00	
18.	8 EA	Cap and Abandon Existing Force Main	\$5,500.00	\$44,000.00		\$2,600.00	\$20,800.00		\$3,900.00	\$31,200.00	
19.	1 EA	8" Gate Valve w/ Box	\$4,100.00	\$4,100.00		\$3,500.00	\$3,500.00		\$4,125.00	\$4,125.00	
20.	11 EA	8" Plug Valve w/ Box	\$6,500.00	\$71,500.00		\$6,000.00	\$66,000.00		\$7,500.00	\$82,500.00	
21.	4 EA	12" Plug Valve w/ Box	\$14,500.00	\$58,000.00		\$12,000.00	\$48,000.00		\$14,050.00	\$56,200.00	
22.	245 LF	6" PVC Gravity Sewer Repair (0' - 6')	\$175.00	\$42,875.00		\$125.00	\$30,625.00		\$280.00	\$68,600.00	
23.	140 LF	8" PVC Gravity Sewer Repair (0' - 6')	\$215.00	\$30,100.00		\$150.00	\$21,000.00		\$300.00	\$42,000.00	
24.	100 LF	Remove & Replace 12" RCP	\$100.00	\$10,000.00		\$170.00	\$17,000.00		\$205.00	\$20,500.00	
25.	100 LF	Remove & Replace 15" RCP	\$115.00	\$11,500.00		\$195.00	\$19,500.00		\$205.00	\$20,500.00	
26.	40 LF	Remove & Replace 18" RCP	\$140.00	\$5,600.00		\$250.00	\$10,000.00		\$210.00	\$8,400.00	
27.	245 LF	6" PVC Water Main Repair	\$90.00	\$22,050.00		\$150.00	\$36,750.00		\$280.00	\$68,600.00	
28.	60 LF	8" PVC Water Main Repair	\$115.00	\$6,900.00		\$200.00	\$12,000.00		\$340.00	\$20,400.00	
29.	400 LF	1" Water Service Tubing	\$16.00	\$6,400.00		\$25.00	\$10,000.00		\$95.00	\$38,000.00	
30.	290 LF	4" Sewer Service Piping	\$90.00	\$26,100.00		\$35.00	\$10,150.00		\$120.00	\$34,800.00	
31.	100 LF	6" Sewer Service Piping	\$105.00	\$10,500.00		\$50.00	\$5,000.00		\$130.00	\$13,000.00	
32.	3 EA	Replace Sewer Service	\$3,000.00	\$9,000.00		\$6,000.00	\$18,000.00		\$3,000.00	\$9,000.00	
33.	1 EA	Core Sewer Service Connection	\$4,500.00	\$4,500.00		\$2,000.00	\$2,000.00		\$6,500.00	\$6,500.00	

December 8, 2025

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RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: City of Washington
PROJECT: Cherry Run Pump Station Rehabilitation & 5th Street Force Main Replacement
LOCATION: Municipal Building
102 East Second Street, Washington, NC 27889
BIDS OPENED: Thursday, November 13, 2025 at 2:00pm

CONTRACTOR ADDRESS				KBS Construction 208 Bath Road Fremont, NC 27830 71024 / 5%			T.A. Loving Company 400 Patetown Road Goldsboro, NC 27530 325 / 5%			Hendrix-Barnhill 1819 Progress Road Greenville, NC 27835 4883 / 5%		
LIC# / BID BOND												
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE
34.	5,300	LF	Asphalt Pavement Removal and Replacement	\$45.00	\$238,500.00		\$40.00	\$212,000.00		\$175.00	\$927,500.00	
35.	160	LF	Concrete Sidewalk Removal & Replacement	\$40.00	\$6,400.00		\$130.00	\$20,800.00		\$200.00	\$32,000.00	
36.	385	LF	Concrete Curb & Gutter Removal & Replacement	\$65.00	\$25,025.00		\$65.00	\$25,025.00		\$135.00	\$51,975.00	
37.	60	LF	Concrete Driveway Removal & Replacement	\$200.00	\$12,000.00		\$200.00	\$12,000.00		\$200.00	\$12,000.00	
38.	60	LF	Asphalt Driveway Removal and Replacement	\$175.00	\$10,500.00		\$110.00	\$6,600.00		\$170.00	\$10,200.00	
39.	10,000	LBS.	Additional Ductile Iron Fittings	\$15.00	\$150,000.00		\$5.00	\$50,000.00		\$11.00	\$110,000.00	
40.	1	AC	Seeding and Mulching	\$3,500.00	\$3,500.00		\$4,000.00	\$4,000.00		\$5,500.00	\$5,500.00	
41.	700	LF	Silt Fence	\$4.00	\$2,800.00		\$6.00	\$4,200.00		\$6.00	\$4,200.00	
42.	4	EA	Silt Fence Outlet	\$750.00	\$3,000.00		\$200.00	\$800.00		\$250.00	\$1,000.00	
43.	34	EA	Curb Inlet Sediment Barrier	\$650.00	\$22,100.00		\$350.00	\$11,900.00		\$335.00	\$11,390.00	
44.	50	SY	Erosion Control Matting	\$10.00	\$500.00		\$3.00	\$150.00		\$10.00	\$500.00	
45.	100	CY	Select Backfill	\$100.00	\$10,000.00		\$50.00	\$5,000.00		\$33.00	\$3,300.00	
46.	100	CY	Stabilization Stone	\$75.00	\$7,500.00		\$100.00	\$10,000.00		\$65.00	\$6,500.00	
47.	100	LF	Construction Barrier Fence	\$10.00	\$1,000.00		\$30.00	\$3,000.00		\$60.00	\$6,000.00	
48.	1	LS	Testing Allowance		\$15,000.00			\$15,000.00			\$15,000.00	

December 8, 2025

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RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: City of Washington
PROJECT: Cherry Run Pump Station Rehabilitation & 5th Street Force Main Replacement
LOCATION: Council Chambers in the Municipal Building
102 East Second Street, Washington, NC 27889
BIDS OPENED: Thursday, November 13, 2025 at 2:00pm

CONTRACTOR ADDRESS			KBS Construction 208 Bath Road Fremont, NC 27830 71024 / 5%			T.A. Loving Company 400 Patetown Road Goldsboro, NC 27530 325 / 5%			Hendrix-Barnhill 1819 Progress Road Greenville, NC 27835 4883 / 5%		
LIC# / BID BOND											
ITEM NO.	QTY.	UNIT DESCRIPTION	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE	UNIT PRICE	COST	ALTERNATE
49.	40 LF	12" Gravity Sewer Pipe Liner	\$500.00	\$20,000.00		\$1,300.00	\$52,000.00		\$1,325.00	\$53,000.00	
50.	1 LS	Pump and Haul Allowance		\$30,000.00			\$30,000.00			\$30,000.00	
TOTAL BASE BID			\$3,059,275.00			\$3,686,350.00			\$5,108,115.00		
ALTERNATE			\$115,000.00			\$107,000.00			\$270,000.00		
Total Value of Minority Business Contracting (MB-1) Listing of Good Faith Efforts (MB-2)			\$141,000.00 65 Points Gorman-Rupp Pump Company Crispin Tnemec Not Submitted Not Submitted			\$85,000.00 90 Points Gorman-Rupp Pump Company Crispin Sherwin Williams Submitted Submitted			\$135,300.00 70 Points Gorman-Rupp Pump Company Crispin Tnemec Submitted Submitted		

	0010_PANTEGO COMMISSIONER PANTEGO								0011_WASHINGTON MAYOR WASHINGTON				
	M a r t B e n s o n	R e i d G e l d e r m a n	C h a d K e e c h	v a n M a r t h e w k	C h u c k W i l l i a m s	W R I T E - I N	O V E R V O T E S	U N D E R V O T E S	E l l e n B r a b o	R . D o n a l e r	W R I T E - I N	O V E R V O T E S	U N D E R V O T E S
BEADM BEAVER DAM									48	14	0	0	0
OLDF OLD FORD									43	54	0	0	0
PANTE PANTEGO	28	25	24	28	26	1	0	18					
PSJW3 P S JONES-WASH W3									129	311	9	0	7
TCRK TRANTERS CREEK									32	19	0	0	2
WASH1 WASHINGTON WARD 1									310	273	2	1	11
WASH2 WASHINGTON WARD 2									192	311	1	1	9
WASH4 WASHINGTON WARD 4									562	281	3	0	20
COMBO WASH WARD 1									0	0	0	0	0
COMBO WASH WARD 2									0	0	0	0	0
COMBO PSJONES WARD 3									0	0	0	0	0
EARLY VOTING	0	0	0	0	0	0	0	0	0	0	0	0	0
ABSENTEE	0	0	0	0	0	0	0	0	0	0	0	0	0
PROVISIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	28	25	24	28	26	1	0	18	1316	1263	15	2	49

	0012_WASHINGTON COUNCIL WASHINGTON															0013_WASHINGTON PARK MAYOR WASHINGTON PARK				
	R i c h a r d	L o u i s . C a r b o n e	J o h n S . C a r b o n e	S h e r i C l a r k	J o e D a v i s	N i c k F r i t z	A n t w a n H o r t o n	(T e x) A M e l t r e w o n	M a x P e r r e a u l t	S e t t e w o n Z a c h e	A n t h o n y T y r e	E a r l W o o l l a r d y	D . W o l l a r d	W R I T E - I N	O V E R V O T E S	U N D E R V O T E S	(T o m) T h o m a s B e r r	W R I T E - I N	O V E R V O T E S	U N D E R V O T E S
BEADM BEAVER DAM	17	7	39	33	46	20	32	42	22	18	13	9	0	0	12					
OLDF OLD FORD	47	3	48	52	49	46	43	41	4	46	35	11	2	0	58					
PSJW3 P S JONES-WASH W3	283	12	125	179	154	291	123	123	78	290	123	40	6	0	453					
TCRK TRANTERS CREEK	18	3	30	29	36	18	28	30	7	17	14	14	1	0	20					
WASH1 WASHINGTON WARD 1	250	52	245	283	313	268	249	272	157	252	161	69	6	0	408					
WASH2 WASHINGTON WARD 2	279	41	152	195	206	301	144	163	78	263	169	45	6	5	523					
WASH4 WASHINGTON WARD 4	244	51	456	512	586	265	455	493	213	259	177	157	7	10	445					
WASHP WASHINGTON PARK																65	10	0	20	
COMBO WASH WARD 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
COMBO WASH WARD 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
COMBO PSJONES WARD 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
EARLY VOTING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABSENTEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROVISIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	1138	169	1095	1283	1390	1209	1074	1164	559	1145	692	345	28	15	1919	65	10	0	20	

**ASSIGNMENT OF COUNCIL LIAISONS
12-8-25**

Planning Board
Board of Adjustment
Historic Preservation Commission
Brown Library Board of Trustees
Washington Housing Authority
Recreation Advisory Committee
*Washington Tourism Development Authority
Human Relations Council
Washington Electric Utilities Advisory Board
Washington-Warren Airport Authority
Animal Control Appeals Board
Waterfront Docks Advisory Committee

*Indicates a Voting Seat

**ORGANIZATIONS WITH COUNCIL ASSIGNED
REPRESENTATIVE SERVING ON BOARD**

Economic Development Advisory Board
Washington Harbor District Alliance
NCEMPA

(– Alternate)
(Shane Lewis – 2nd Alternate)

Mid-East Commission
Hwy. 17 Association
Partnership for the Sounds
Mayor's Association
Chamber of Commerce



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo & Members of City Council
From: Cynthia S. Bennett, City Clerk
Date: December 8, 2025
Subject: Interim City Manager Contract
Staff Presentation: N/A

RECOMMENDATION:

Notwithstanding City policies, including procurement, I move that City Council approve the Interim City Manager Contract with _____ and authorize the Mayor to execute the same.

BACKGROUND AND FINDINGS:

Pursuant to North Carolina General Statute § 160A-150 “When the position of city manager is vacant, the council shall designate a qualified person to exercise the powers and perform the duties of manager until the vacancy is filled.”

The Interim City Manager will be paid based upon a salary of \$136,937, payable in weekly pay periods or at the same time as other employees of the City are paid. This Agreement can be terminated by the City at any time with or without cause.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account ___) ___ requires additional appropriation X No Fiscal Impact

SUPPORTING DOCUMENTS

Interim City Manager Contract

**BEAUFORT COUNTY
NORTH CAROLINA**

AGREEMENT FOR EMPLOYMENT AS INTERIM CITY MANAGER

THIS AGREEMENT FOR EMPLOYMENT AS INTERIM CITY MANAGER (hereinafter "Agreement") is made and entered into effective as of the 8th day of December, 2025 by and between the City of Washington, North Carolina (hereinafter "City"), by and through the City Council of Washington (hereinafter "Council") and _____, (hereinafter "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the Interim City Manager of the City.

WITNESSETH

WHEREAS, the City desires to employ the services of the Manager as the Interim City Manager of the City as an independent contractor pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the Interim City Manager of the City as an independent contractor subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement; and

WHEREAS, the Council and Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter as well as the spirit of State law and, to the extent applicable, the City's Charter and personnel policies; uphold the principle of "serving at the pleasure of the Council"; clearly define as well as incorporate the benefits to the community and organization; address the protection of the Manager through provisions that are reasonable in nature and scope when compared to professional practices as well as local/regional market conditions; and be appropriately funded within the City's budget.

NOW, THEREFORE, in consideration of the Manager accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the receipt and legal sufficiency of which consideration are hereby acknowledged, the City and the Manager hereby contract, covenant, and agree as follows.

Section 1. Duties.

The Council hereby employs the Manager as Interim City Manager to perform the duties and functions of the City Manager as specified in the City Charter, the Laws of the State of North Carolina, this Agreement, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

The Manager shall report for work and commence his duties as well as employment as the Interim City Manager on December 8, 2025.

The Manager shall assist any subsequently hired City Manager in his/her transition for a reasonable amount of time as may be required by Council.

Section 2. Term.

Subject to earlier termination as provided for in Section 9, Subsection D hereof, the term of this Agreement shall continue, and Manager shall serve as Interim City Manager, until such time as a permanent City Manager commences work.

Section 3. Salary.

The City agrees to pay the Manager, and the Manager agrees to accept a salary of \$136,937, payable in weekly pay periods or at the same time as other employees of the City are paid until this Agreement is terminated.

Section 4. Automobile, Lodging, Meals, and Cell Phone.

The Manager will provide his own personal vehicle while conducting City business. Unless otherwise specifically provided for herein, expenses related to said vehicle are Manager's responsibility and included in his salary. Manager will be reimbursed at the then current IRS allowable rate per mile for use of his personal vehicle on City business outside Beaufort County.

The City shall provide the Manager with a cellular telephone to use for conducting City business. Unless otherwise specifically provided for herein, any other use of a personal cell phone by the Manager are included in the Manager's salary. The Manager will be reimbursed by the City for any necessary and reasonable lodging, meal expenses, and incidentals that are related to his employment hereunder.

Section 5. Benefits.

It is mutually agreed that the Manager is not entitled to any City employee benefits (including but not limited to vacation, sick leave, holiday, etc.) except those specifically mentioned herein.

Section 6. Indemnification.

To the fullest extent permitted by law and except as specifically limited by City Ordinances, the City shall defend, save harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "wrongful act" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the City or the Manager as to any third party; and provided further that the City shall not indemnify or hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been outside the course and scope of employment or his official capacity as Interim City Manager, grossly negligent or intentionally wrongful. The City may compromise and settle any such claim or suit, and will pay the amount of any settlement reached or judgment rendered on such claim or suit, for which the City has a duty to defend, save harmless and indemnify the Manager hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 7. Hours of Work and Time Off.

The Manager acknowledges the proper performance of the duties of the Interim City Manager will require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be

permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

The Manager agrees to be available by telephone for consultation and advice on days that he is not physically working in the City. The Manager also agrees to respond to the City for emergency situations.

Section 8. Independent Contractor.

City and Manager agree that Manager is an independent contractor and shall not represent himself as an employee of City, or as an agent of City unless specifically authorized, for any purpose in the performance of Manager's services, activities, and duties under this Agreement. Accordingly, Manager shall be responsible for the payment of all federal, state and local taxes arising out of Manager's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Manager, as an independent contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

Section 9. General Provisions.

- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Beaufort County, North Carolina.
- B. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- C. Amendment. This Agreement shall not be modified or amended except by a vote of the Council and, upon approval of the Council, a written instrument executed by the Manager and the duly authorized representative of the Council.
- D. Resignation/Termination. Notwithstanding anything herein to the contrary, the Manager serves at the pleasure of the Council and this Agreement may be terminated and canceled by Council, with or without cause, with or without notice, at any time and without recourse from the Manager. This Agreement shall be null and void upon receipt of a written notice from either the City or the Manager requesting termination of the Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the City and the Manager have duly executed this Agreement with all proper authority effective as of the date first written above.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

Tammy Swindell
Administrative Services Director, Assistant City Manager

CITY OF WASHINGTON, NORTH CAROLINA

Ellen Brabo, Mayor

ATTEST:

Cynthia Bennett, City Clerk

(City Seal)

AGREED AND ACCEPTED this the ____ day of December, 2025.

_____, Interim City Manager



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo & Members of City Council
From: Cynthia S. Bennett, City Clerk
Date: December 8, 2025
Subject: City Manager Consultant Contract
Staff Presentation: N/A

RECOMMENDATION:

Notwithstanding City policies, including procurement, I move that City Council approve the City Manager Consultant Contract with Bobby Roberson, authorize the Mayor to execute the same and approve the corresponding Budget Ordinance Amendment.

BACKGROUND AND FINDINGS:

The City of Washington contracts with Bobby Roberson as an independent contractor to serve as a consultant and advisor to the Interim City Manager and City Council. Consultant shall assist any subsequently hired City Manager in his/her transition for a reasonable amount of time as may be requested and required by City Council.

The Consultant will be paid \$2,000 per week. Payments will cease in 2026 if and when Consultant works 1,000 hours in 2026. This Contract can be terminated by the City at any time with or without cause.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account ___) ☒ requires additional appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

City Manager Consultant Contract
Budget Ordinance Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

010-3991-9910	Fund Balance Appropriated	\$	60,000
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for city manager consulting contract:

010-4120-0400	Professional Services	\$	60,000
---------------	-----------------------	----	--------

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 8th day of December, 2025.

MAYOR

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA) **CONSULTANT CONTRACT AGREEMENT**
COUNTY OF BEAUFORT)

THIS CONSULTANT CONTRACT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into effective as of the 8th day of December 2025, by and between the **CITY OF WASHINGTON, NORTH CAROLINA** with an address of 102 E. Second Street, Washington, NC 27889, a body politic and corporate under the laws of the State of North Carolina (hereinafter referred to as "City") and **BOBBY ROBERSON** with an address of 235 E. Main Street, Washington, NC 27889, (hereinafter referred to as "Consultant"), both of whom understand and agree as follows.

WITNESSETH

WHEREAS, City and Consultant wish to enter into this Agreement to ensure the continuity and advancement of the professional administration of City affairs.

WHEREAS, City desires to contract for certain services from Consultant as an independent contractor pursuant to the terms, conditions, and provisions of this Agreement.

WHEREAS, Consultant desires to provide certain services for the City as an independent contractor pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties agree as follows.

SECTION 1 - SERVICES, ACTIVITIES, AND DUTIES

City hereby contracts with Consultant as an independent contractor to serve as a consultant and advisor to the Interim City Manager and City Council. Consultant shall assist any subsequently hired City Manager in his/her transition for a reasonable amount of time as may be requested and required by City Council.

SECTION 2 – TERM AND TERMINATION

A. The term of this Agreement shall begin on December 8, 2025 and shall terminate on December 31, 2026 unless this Agreement is earlier terminated as hereinafter provided.

B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate this Agreement at any time, with or without cause.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Consultant to terminate this Agreement at any time upon thirty (30) days written notice.

SECTION 3 - PAYMENT

City shall pay Consultant for his services rendered pursuant hereto \$2,000 per week, pro-rated for any partial week, payable at the same time as employees of the City, subject to the following conditions. Consultant shall submit weekly invoices to the Interim City Manager. Notwithstanding anything herein to the contrary, for calendar year 2026, Consultant shall not work more than a cumulative total of 1,000 hours for pay. Upon reaching a cumulative total of 1,000 hours for pay,

Consultant expressly agrees to volunteer his services hereunder thereafter without pay as may be necessary until December 31, 2026.

SECTION 4 - HOURS OF WORK

It is recognized by both City and Consultant that Consultant may devote some of his working time outside the City offices, from his home or on the road.

SECTION 5 - AUTOMOBILE

City recognizes that Consultant may travel on behalf of City and will be using his personal vehicle. City agrees to reimburse Consultant at the then current IRS rate for any mileage Consultant incurs when using his personal vehicle while conducting City related business.

SECTION 6 - INDEPENDENT CONTRACTOR

City and Consultant agree that Consultant is an independent contractor and shall not represent himself as an employee of City, or as an agent of City unless specifically authorized, for any purpose in the performance of Consultant's services, activities, and duties under this Agreement. Accordingly, Consultant shall be responsible for the payment of all federal, state and local taxes arising out of Consultant's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Consultant, as an independent contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

SECTION 7- INDEMNIFICATION

To the fullest extent permitted by law and any applicable regulations, Consultant shall indemnify and hold harmless City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Consultant's performance of this Agreement or the actions of Consultant under this Agreement. This indemnification provision shall survive the termination of this Agreement.

SECTION 8 - BONDING

City shall bear the full cost of any fidelity or other bonds required of Consultant under any law or ordinance as it may relate to the services, activities, or duties required of Consultant under the terms of this Agreement.

SECTION 9 - OTHER TERMS AND CONDITIONS

City recognizes Consultant will incur certain expenses of a non-personal nature that are associated with the services, activities, and duties required of Consultant hereunder and hereby agrees to reimburse Consultant for such expenses upon submission of an expense voucher, receipt, or statement submitted to and approved by the Finance Department.

SECTION 10 - GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall become effective commencing December 8, 2025.

C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. By virtue of his signature below, Consultant consents to City releasing copies of this Agreement upon request.

E. The provisions of this Agreement as set out on these four (4) pages along with any attachments represent the entirety of the understandings and commitments between the parties hereto.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, City has caused this Agreement to be duly signed and executed with all proper authority on its behalf by its Mayor, and duly attested by its City Clerk, and Consultant has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

Tammy Swindell, Administrative Services Director

CITY OF WASHINGTON, NORTH CAROLINA

Ellen Brabo, Mayor

ATTEST:

Cynthia Bennett, City Clerk

(City Seal)

AGREED AND ACCEPTED this the _____ day of _____, 2025.

Bobby Roberson, Consultant



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo & Members of City Council
From: Cynthia S. Bennett, City Clerk
Date: December 8, 2025
Subject: Washington Utilities Consultant Contract
Staff Presentation: N/A

RECOMMENDATION:

Notwithstanding City policies, including procurement, I move that City Council approve the Washington Utilities Consultant Contract with Knight Advantage, LLC, authorize the Mayor to execute the same and approve the corresponding Budget Ordinance Amendment.

BACKGROUND AND FINDINGS:

The City of Washington will contract with Knight Advantage, LLC as an independent contractor to serve as a consultant and advisor, primarily concerning utilities. Knight Advantage, LLC will be paid \$125 per hour up to a maximum of \$30,000 per month. This Contract can be terminated by the City at any time with or without cause.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account ___) X requires additional appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

Washington Utilities Consultant Contract
Budget Ordinance Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2025-2026**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

035-3991-9910	Fund Balance Appropriated	\$	210,000
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for Washington Utilities Consulting Contract:

035-7222-0400	Professional Services	\$	210,000
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 8th day of December, 2025.

MAYOR

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA) **CONSULTANT CONTRACT AGREEMENT**
COUNTY OF BEAUFORT)

THIS CONSULTANT CONTRACT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into effective as of the 8th day of December 2025, by and between the **CITY OF WASHINGTON, NORTH CAROLINA** with an address of 102 E. Second Street, Washington, NC 27889, a body politic and corporate under the laws of the State of North Carolina, (hereinafter referred to as "City") and **KNIGHT ADVANTAGE, LLC**, a North Carolina limited liability company with an address of 50 Knightridge Road, Blounts Creek, North Carolina 27814, (hereinafter referred to as "Consultant"), both of whom understand and agree as follows.

WITNESSETH

WHEREAS, City and Consultant wish to enter into this Agreement to ensure the continuity and advancement of the professional administration of certain City affairs.

WHEREAS, City desires to contract for certain services from Consultant as an independent contractor pursuant to the terms, conditions, and provisions of this Agreement.

WHEREAS, Consultant desires to provide certain services as an independent contractor for the City pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties agree as follows.

SECTION 1 - SERVICES, ACTIVITIES, AND DUTIES

City hereby contracts with Consultant to be a special consultant to the City's City Council; perform such services, activities, and duties as the City Council may require, specifically including but not limited to a focus on the City's Utility Department(s); and report to the Interim City Manager or City Manager, as the case may be.

Consultant has been retained because of the professional skill, expertise, and experience of David Knight. All services under this Agreement shall be performed personally by David Knight.

SECTION 2 – TERM AND TERMINATION

A. The term of this Agreement shall begin on December 8, 2025 and shall terminate on December 31, 2026 unless this Agreement is earlier terminated as hereinafter provided.

B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate this Agreement at any time, with or without cause.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Consultant to terminate this Agreement at any time upon thirty (30) days written notice.

SECTION 3 - PAYMENT

City shall pay Consultant for its services rendered pursuant hereto \$125.00 per hour, payable at the same time as employees of the City, subject to the following conditions. Consultant shall submit weekly invoices to the Interim City Manager or City Manager, as the case may be, on a weekly

basis. Notwithstanding anything herein to the contrary, Consultant shall not receive more than \$30,000 for any given month, regardless of hours worked.

SECTION 4 - HOURS OF WORK

It is recognized by both City and Consultant that Consultant may devote some of its working time outside the City offices, from home or on the road.

SECTION 5 - AUTOMOBILE

City recognizes that Consultant may travel on behalf of City and will be using its personal vehicle. City agrees to reimburse Consultant at the then current IRS rate for any mileage Consultant incurs when using its personal vehicle while conducting City related business.

SECTION 6 - INDEPENDENT CONTRACTOR

City and Consultant agree that Consultant is an independent contractor and shall not represent itself or himself as an employee of City, or as an agent of City unless specifically authorized, for any purpose in the performance of Consultant's services, activities, and duties under this Agreement. Accordingly, Consultant shall be responsible for the payment of all federal, state and local taxes arising out of Consultant's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Consultant, as an independent contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

SECTION 7- INDEMNIFICATION

To the fullest extent permitted by law and any applicable regulations, Consultant shall indemnify and hold harmless City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Consultant's performance of this Agreement or the actions of Consultant under this Agreement. This indemnification provision shall survive the termination of this Agreement.

SECTION 8 - BONDING

City shall bear the full cost of any fidelity or other bonds required of Consultant under any law or ordinance as it may relate to the services, activities, or duties required of Consultant under the terms of this Agreement.

SECTION 9 - OTHER TERMS AND CONDITIONS

City recognizes Consultant will incur certain expenses of a non-personal nature that are associated with the services, activities, and duties required of Consultant hereunder and hereby agrees to reimburse Consultant for such expenses upon submission of an expense voucher, receipt, or statement submitted to and approved by the Finance Department.

SECTION 10 - GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall become effective commencing December 8, 2025.

C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. By virtue of its signature below, Consultant consents to City releasing copies of this Agreement upon request.

E. The provisions of this Agreement as set out on these five (5) pages along with any attachments represent the entirety of the understandings and commitments between the parties hereto.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, City has caused this Agreement to be duly signed and executed with full authority on its behalf by its Mayor, and duly attested by its City Clerk, and Consultant has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

THE CITY OF WASHINGTON

Tammy Swindell, Administrative Services Director

CITY OF WASHINGTON, NORTH CAROLINA

Ellen Brabo, Mayor

ATTEST:

Cynthia Bennett, City Clerk

(City Seal)

AGREED AND ACCEPTED this the _____ day of December, 2025.

KNIGHT ADVANTAGE, LLC
a North Carolina limited liability company

DAVID KNIGHT
Chief Executive Officer



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo & Members of the City Council
From: Nicole Williams, Human Resources Director
Date: December 1, 2025
Subject: Request for additional position
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council authorize the City Manager to approve an additional position in the City Manager Department for an Assistant City Manager and direct the Human Resource Director to gather information for a job description and salary range for this position.

BACKGROUND AND FINDINGS:

When Job Description is drafted it will be presented to City Council for final approval at a later date.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

☐ Currently Budgeted (Account _____) ☒ Requires additional appropriation ☐ No Fiscal Impact

SUPPORTING DOCUMENTS



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo & Members of the City Council
From: Tammy Swindell, Administrative Services Director/C.F.O.
Date: December 8, 2025
Subject: Approve Audit Contract Extension for fiscal year 2025

RECOMMENDATION:

I move that City Council approve the audit contract extension for fiscal year 2025.

BACKGROUND AND FINDINGS:

The federal government had a 43-day shut down as they are in the process of issuing the compliance supplement for single audits. The compliance supplement is required to be used by the auditors to comply with single audit. Therefore, the LGC has extended the audit deadline from December 31, 2025 to February 12, 2026 for single audit clients. Our auditors will need this extension contract approved in order to follow the LGC requirements of extension approvals. This is simply a formality to stay in compliance.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted ___ Requires additional appropriation ___X___ No Fiscal Impact in FY

SUPPORTING DOCUMENTS

Audit Contract

Whereas	Primary Government Unit City of Washington, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/25	and originally to be submitted to the LGC on	Date 12/31/25
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hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date submitted to LGC	Original date 12/31/25	Modified date 02/12/26
☐ Modification to fee	Original fee	Modified fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|--------------------------|--|
| ☐ | ☐ | Change in scope |
| ☐ | ☐ | Issue with unit staff/turnover/workload |
| ☐ | ☐ | Issue with auditor staff/turnover/workload |
| ☐ | ☐ | Third-party financial statements not prepared by agreed-upon date |
| ☐ | ☐ | Unit did not have bank reconciliations complete for the audit period |
| ☐ | ☐ | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| ☐ | ☐ | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| ☐ | ☐ | Unit did not have information required for audit complete by the agreed-upon time |
| ☐ | ☐ | Delay in component unit reports |
| ☐ | ☐ | Software - implementation issue |
| ☐ | ☐ | Software - system failure |
| ☐ | ☐ | Software - ransomware/cyberattack |
| ☐ | ☐ | Natural or other disaster |
| ☒ | ☐ | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due six months after fiscal year end (ten months after fiscal year end for housing authorities). Indicate NA if this is an amendment due to a change in cost only.

N/A - this contract amendment is due to the late release of the 2025 compliance supplement

Additional Information

Please provide any additional explanation or details regarding the contract modification.

This contract amendment is due to the late release of the 2025 compliance supplement.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* 
Date* 12/01/25	Email Address amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* City of Washington, NC	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Ellen Brabo, Mayor	Signature*
Date	Email Address ebrabo@washingtonnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address