



Council Agenda  
June 8, 2026 ~ 5:30pm

Moment of Silence/Invocation

Opening of Meeting

Pledge of Allegiance

Roll Call

Approval of minutes from April 8 & 13, May 28, 2026 **(page 5)**

Approval/Amendments to Agenda

- 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. Approve – Request from Washington Noon Rotary for the installation of a Peace Pole **(page 92)**
  - B. Adopt – Grant Project Ordinance for ElectriCities System Betterment Project Grant **(page 95)**
  - C. Ratify – Professional Services Agreement with US ISS Agency, LLC **(page 99)**
  - D. Adopt – Budget Ordinance Amendment to provide a subsidy to the TDA for the Civic Center Operations beginning July 1, 2026 **(page 105)**
  - E. Adopt – Grant Project Ordinance Amendment to close the Water Generator Project in the Water Grant Fund **(page 107)**
  - F. Adopt – Budget Ordinance Amendment to reflect estimate for occupancy tax collection **(page 109)**
  - G. Adopt – Resolution to waive certain discovered personal property bills **(page 111)**
  - H. Approve – Assistance to Firefighters Grant Application **(page 117)**
  - I. Adopt – Budget Ordinance Amendment for Brightspeed pole changeout in the Town of Bath **(page 118)**
  - J. Adopt – Budget Ordinance Amendment for work to be completed on 15<sup>th</sup> street from US 17 business (Carolina Avenue) to US 264 **(page 121)**

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

VI. Correspondence and Special Reports:

A. Memo – PO's > \$50,000 (**page 124**)

B. Memo – Budget Transfers (**page 125**)

C. Quarterly Reports (**page 133**)

VIII. Reports from Boards, Commissions and Committees: None

IX. Appointments:

A. Appointments – Council Liaisons (**page 145**)

B. Appointments – Various Boards, Commissions, and Committees (**page 146**)

X. Old Business:

A. Adopt – Resolution to Accept Grant Assistance from NC Dept. of Commerce for Streetscape Phase 2 Engineering and Construction (**page 174**)

B. Authorize – Mayor to renew the agreement with the Beaufort County Board of Education for the joint use of the playing fields on the Ed Tech Center Campus (**page 177**)

C. Update – Status of 2-9-26 Council recommendation on Property Tax Rate Reversal of 28% Property Tax Increase (*Councilmember Davis*) (**page 186**)

XI. New Business:

A. Adopt – Budget Ordinance Amendment for Purchase Power (**page 188**)

B. Adopt – Budget Ordinance Amendment for Camp Leach Road Project (**page 190**)

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- C. Adopt – Budget Ordinance Amendment, Grant Project Ordinance and Resolution for the Water Treatment Plant Rehabilitation Project **(page 192)**
- D. Adopt – Budget Ordinance Amendment for increasing revenues/expenses for Aviation Fuel Sales/Purchases **(page 201)**
- E. Adopt – Workers Compensation Administrator Services Agreement with Acrisure Claims Services, LLC **(page 203)**
- F. Adopt – Resolution Declaring June 2026 as “Nuclear Family Month”  
*(Councilmember Davis)* **(page 236)**
- G. Amend – Recommended FY 27 Budget by Restructuring Recreation Services – Athletics *(Councilmember Davis)* **(page 239)**
- H. Authorize – Youth League Sponsorship Signage at the Susiegray McConnel Sports Complex *(Councilmember Davis)* **(page 247)**
- I. Adopt – Outside Agency Contribution Compliance & Eligibility Policy  
*(Councilmember Davis)* **(page 249)**
- J. Restructure – Electric Rate Increase as a Cost-Share and direct a supporting rate study  
*(Councilmember Davis)* **(page 251)**
- K. Require – Overtime Department by Department Reduction Plan  
*(Councilmember Davis)* **(page 253)**
- L. Provide – Stormwater Financials and a Defined Two-Year Project Plan  
*(Councilmember Davis)* **(page 254)**
- M. Redirect – 50% of Elected Salaries and Reduce the Tax-Funded Outside Agency Line  
*(Councilmember Davis)* **(page 255)**
- N. Route – Private Investigator Contract through RFP Process and Report on the Cost Cap  
*(Councilmember Davis)* **(page 257)**
- O. Return – Every Department to Lowest Budgeted Staffing Level Since 2018  
*(Councilmember Davis)* **(page 258)**
- P. Restructure – Human Resources Department Budget by 35% *(Councilmember Davis)*  
**(page 261)**
- Q. Freeze – Proposed 2.4% Cost of Living Adjustment *(Councilmember Davis)*  
**(page 262)**



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
June 8, 2026 ~ 5:30pm

- R. Restructure – Employee Health Insurance Cost-Share with a 40% Employee Contribution (*Councilmember Davis*) **(page 263)**
  - S. Revise – Equipment, Vehicle and Technology Replacement Schedules (*Councilmember Davis*) **(page 265)**
  - T. Direct– Library Consolidation/Partnership Plan and Fee Schedule (*Councilmember Davis*) **(page 266)**
  - U. Adopt – Budget Ordinance for Fiscal Year 27, Set Ad Valorem Tax Rate and User Fee Schedule **(page 268)**
- XII. Any other items from City Manager:
- XIII. Any other business from the Mayor or other Members of Council:
- XIV. Closed Session: Under NCGS 143-318.11(a)(6) Personnel, (a)(3) Attorney/Client Privilege and (a)(5) Contract Negotiations
- XV. Adjourn: Until June 17, 2026 at 5:30pm for a Strategic Planning Session at the Civic Center

The Washington City Council met in a special meeting on Wednesday, April 8, 2026 at 8:30am in the Council Chambers at the Municipal Building. Present: Nick Fritz, Mayor Pro tem; Max Perreault, Councilmember; Joe Davis, Councilmember; Antwan Horton, Councilmember and Anthony Tyre, Councilmember. Also present, Cynthia Sullivan Bennett, City Clerk; Franz Holscher, City Attorney and Bobby E. Roberson, Interim City Manager. Ellen Brabo, Mayor was absent.

Mayor Pro tem Fritz called the meeting to order.

### **SANS SOUCI**

Interim City Manager Roberson gave a brief overview of the proposed development. Adam Waters discussed the Sans Souci project and the costs associated with it. The developer is asking for the city to participate in funding for the main corridor, phase 1, from Highland Drive to Market Street. The cost estimate for infrastructure is almost \$6.4 million and the developers are asking the City to assist with half of that cost and finance the other half at \$3.2million water, stormwater, sewer and roadways. The original request in November 2025 was \$2-\$3 million from the City and to develop a partnership agreement with the developer. Other expenses would be improving our electrical substation, and our pump station. Glen Moore stated the Technical Review Committee is still reviewing the project. The first phase of this project would include 138 homes. Mr. Waters stated this development would fill a housing need that Washington has. Mayor Pro tem Fritz noted that the reason government exists is to invest in infrastructure for developers to come to town. Councilmember Tyre stated developers need to present their request to Council at a regular meeting for a vote.

By motion of Councilmember Tyre, seconded by Councilmember Horton, the meeting was adjourned until April 13, 2026 at 5:30pm.

(Subject to approval of City Council)

s/Cynthia S. Bennett, MMC  
City Clerk

**CITY COUNCIL MINUTES  
WASHINGTON, NORTH CAROLINA**

**April 13, 2026**

The Washington City Council met in a regular meeting on Monday, April 13, 2026 at 5:30pm in the Council Chambers at the Municipal Building. Present: Ellen Brabo, Mayor; Nick Fritz, Mayor Pro tem; Anthony Tyre, Councilmember; Max Perreault, Councilmember; Antwan Horton, Councilmember and Joe Davis, Councilmember. Also present, Jon Rorie, City Manager; Franz Holscher, City Attorney; Tammy Swindell, CFO and Cynthia Sullivan Bennett, City Clerk.

Bishop Marcus Miller delivered the invocation.

Mayor Brabo called the meeting to order, and Councilmember Perreault led the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council approved the minutes of February 9, March 5, 19, 20, and April 1, 2026 as presented.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

**APPROVAL/AMENDMENTS TO AGENDA**

Remove:

- \*Scheduled Public Appearances: Chuck Caldwell/Noon Rotary - Installation of a Peace Pole
- \*New Business Item G: IT Review
- \*New Business Item H: Discussion – Plan/Policy Review

Add:

- \*Closed Session (A)(6) Personnel
- \*Closed Session (A)(3) Attorney/Client Privilege, Brabo V. City, U.S. District Court, Eastern District of North Carolina 4:25-CV-00207-D-BM
- \*Consent Agenda Item J: Ratify: Employment Agreement for Jonathan “Jon” Rorie as the City of Washington City Manager
- \*Old Business Item C: Discussion: Comments on Social Media

Councilmember Davis asked that the City Manager Employment Agreement be removed from the Consent Agenda for discussion. Mayor Brabo advised that this could be done during approval of the Consent Agenda.

By motion of Councilmember Tyre, seconded by Councilmember Perreault, Council approved the agenda as amended.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	

<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

**PRESENTATION BY TIFFANY MOORE  
SARAH NEWKIRK & ABIGAIL CABRERA**

*Abigail Cabrera and Sarah Newkirk are stand-out members of the City of Washington community outreach team, where they drive efforts that improve equity, safety, and the quality of life for residents. These two women are among the most dedicated and high-performing professionals in our community. They consistently go beyond simply meeting expectations; they strive for excellence in every aspect of their work, from supporting families in crisis to helping domestic violence victims and breaking down language barriers. While these ladies are involved with many efforts throughout the city, I would like to highlight just a few. Each year, Abby and Sarah host an annual National Night Out event to strengthen relationships between the community and law-enforcement. During the holiday season, they are behind community support activities such as Shop with a Safety Officer and Project Cheer for seniors. Through these efforts, they ensure that the most vulnerable members of our community feel supported. Even further, they have been instrumental in forming a partnership between law-enforcement and community collaborations like the Behavioral Health Taskforce. They partner with us to bring education and resources to the community with events like Community in Action. On behalf of the BC 360 board, I am delighted to present Abigail Cabrera and Sarah Newkirk with the BC 360 2025 Community Impact Award for their commitment to uplifting others and strengthening community connections. We are truly fortunate to have these hardworking ladies in our community.*



**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 – Resolution Honoring Public Power Line workers

**Resolution Honoring Public Power Lineworkers During  
Lineworker Appreciation Days: April 13 and April 18, 2026**

*WHEREAS*, on Jan. 3, 2017, the 115<sup>th</sup> Congress of the United States adopted House Resolution 10, recognizing lineworkers, the profession of lineworkers, the contributions these brave people make to protect public safety, and expressing support for designating April 18 as National Lineman Appreciation Day; and

*WHEREAS*, on April 15, 2015, the North Carolina General Assembly ratified House Bill 140, which designates the second Monday in April of each year as Lineworker Appreciation Day in North Carolina; and

*WHEREAS*, the Washington Council of the City of Washington celebrates the profession of electric lineworkers and wishes to honor its electric department personnel for their exemplary service to the Washington and its citizens; and

*WHEREAS*, public power utilities employ electric lineworkers, the men and women responsible for building and maintaining the distribution lines that bring electricity to homes and businesses; and

*WHEREAS*, this profession demands passion, dedication, and ongoing training, requiring lineworkers to maintain power lines around the clock to ensure they provide safe, reliable energy to the community; and

*WHEREAS*, lineworkers are often first responders during storms, working to repair any broken or damaged electric lines, often under hazardous conditions, to make the area safe for other public safety heroes; and

*WHEREAS*, lineworkers play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure, risking their lives by working with the many dangers of high-voltage electricity; and

*WHEREAS*, the lineworkers of Washington's electric utility, their devotion to safety, and their example of service above self are deserving of the respect, admiration, and appreciation of all the citizens of Washington; now, therefore

**BE IT RESOLVED**, that Washington, North Carolina, joins with all North Carolina public power communities and all public power systems in the United States in these celebrations of Lineworker Appreciation Days.

Adopted this 13th day of April, 2026.

ATTEST:

Cynthia S. Bennett  
City Clerk



Ellen C. Brabo  
Mayor

B. Ratify – Abilene Christian University Memorandum of Understanding (moved to new business)

C. Approve – Updated Fixed Asset Capitalization Threshold  
*Capitalization threshold determines when a purchase is recorded as a fixed asset rather than an operating expenditure. The City's current capitalization threshold of \$5,000 was established more than a decade ago and no longer reflects the current cost of equipment and assets. This creates unnecessary administrative burden and needs to be updated to reflect the recommended threshold. Recently in the UNC School of Government courses, it was recommended and advised to use a capitalization threshold of \$10,000. Raising the capitalization threshold to \$10,000 aligns with common practice among peer municipalities and is consistent with guidance from the Government Finance Officers Association (GFOA), which recommends setting thresholds at a level that balances materiality with administrative efficiency.*

D. Approve – Application for Congressionally Directed Spending to replace Headquarters Fire Station

- E. Approve – Application for Congressionally Directed Spending to replace 2006 Pierce Aerial Platform truck and associated equipment
- F. Declare Surplus/Authorize – Sale of Vehicle #604 International 7300SBA Bucket Truck through electronic auction using Auctions International **(moved to new business)**
- G. Adopt – Budget Ordinance Amendment for increasing revenues and expenditures for Aviation Fuel sales and purchases

**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 Airport Fund revenue budget be increased or decreased by the respective amounts indicated to reflect increased fuel sales:

037-3453-0003	Fuel Sales	\$ 205,000
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Section 2. That the following accounts of the Airport Fund appropriations budget be increased or decreased by the respective amounts:

037-4530-3101	Fuel Purchases	\$ 205,000
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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 13th day of April, 2026.

  
MAYOR

**ATTEST:**

  
CITY CLERK



H. Adopt – Budget Ordinance Amendment for 5<sup>th</sup> & Respass Lift Station Replacement and Approve subsequent purchase order

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 Sewer Fund revenue budget be increased or decreased by the respective amounts indicated for 5<sup>th</sup> & Respass lift station replacement pump:

032-3991-9910 Fund Balance Appropriated \$ 121,500

Section 2. That the following accounts of the Sewer Fund appropriations budget be increased or decreased by the respective amounts for 5<sup>th</sup> & Respass lift station replacement pump:

032-8230-7400 Capital \$ 121,500

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 13th day of April 2026.

*Ellen B. Arto*  
MAYOR

ATTEST:

*Christina B. [Signature]*  
CITY CLERK



I. Accept – Funds and Sign the Contract for (1) Aging Services Provided through the Older Americans Act and State Appropriated Funds from the NC Division of Aging and (2) Home & Community Care Block Grant for Older Adults and Adopt associated Grant Project Ordinance

*CONTRACT FOR AGING SERVICES  
PROVIDED THROUGH THE OLDER AMERICANS ACT AND  
STATE APPROPRIATED FUNDS FROM  
THE NORTH CAROLINA DIVISION OF AGING*

**July 1, 2025 through June 30, 2026**

This Agreement, entered into as of this 1<sup>st</sup> day of July 2025, by and between Grace Martin Harwell Senior Center (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

Witnesseth That:

WHEREAS, the MEC and the provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the MEC from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the MEC through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, c) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of funding by the MEC.
2. Grant Administration. The grant administrator for MEC shall be Annette Eubanks, Area Agency on Aging Director. The grant administrator for the provider shall be Deb Bauer, Director. It is understood and agreed that the grant administrator for the provider shall represent the provider in the performance of this Agreement. The provider shall notify the MEC in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the provider are provided in paragraph six (6) of this Agreement.
3. Scope of Services: The provider shall do, perform, and carry out in a satisfactory and proper manner, as determined by the MEC, the agreements and assurances required in the request for proposal.

<u>Services</u>	<u>Federal/State Dollars</u>	<u>Local Match</u>
General Purpose (176)	\$10,971	\$3,657

The provider shall submit a report should additional information be required by the MEC. Services authorized through this agreement shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required

hereunder shall be completed by June 30<sup>th</sup>. No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

- 4. Assignability and Contracting. The provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with grant funding shall be carried out in accordance with the procurement and contracting policy of the provider or, where applicable, the MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services from a vendor that has been suspended or debarred from Federal grant programs.
- 5. Compensation and Payments to the Provider. The provider shall be compensated for the work and services actually performed under this Agreement by payments to be made by the MEC. Total reimbursement to the provider under this Agreement may not exceed the grand total of available funding.
- 6. Monitoring. The monitoring of services provided under this Agreement shall be carried out by the MEC. MEC will monitor to ensure funds were utilized appropriately and within approved budget. Providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (July, 1994) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the provider.
- 7. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grant administrator for the MEC. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the MEC. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the provider of its appeal procedures and will inform the MEC that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

- 8. Termination for Cause. If through any cause, the provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the provider has or shall

violate any of the covenants, agreements, representations or stipulations of this Agreement, the MEC shall have the right to terminate this Agreement by giving the provider written notice of such termination to the provider and specifying the effective date thereof. The date of notice shall be at least five (5) working days before MEC effective date of such termination. In such event, all documents and other materials collected or produced under this Agreement shall at the option of the MEC, become its property. The provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

- 9. Audit. The Community Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers must provide a copy of their year end financial statements, and any required audit, to the MEC on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143-6 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143-6 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <http://www.ncgrants.gov>.

The following provides a summary of reporting requirements under NCGS 143-6 and OMB Circular A-133 based upon funding received and expended during the service provider’s fiscal year.

- 10. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the MEC for clarifying any audit exceptions that may arise from any MEC assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the MEC or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Community Service Provider shall promptly repay such funds to the MEC once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the MEC is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the MEC on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the MEC is responsible for any disallowed costs. The County or MEC can recoup any required

payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

11. Indemnity. The provider agrees to indemnify and save harmless the MEC, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the provider.
12. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
13. Data to be Furnished to the Provider. All information which is existing, readily available to the MEC without cost and reasonably necessary, as determined by the MEC's staff, for the performance of this Agreement by the provider shall be furnished to the provider without charge by the MEC. The MEC, its agents and employees, shall fully cooperate with the provider in the performance of the provider's duties under this Agreement.
14. Rights in Documents, Materials and Data Produced. The provider agrees that at the discretion of the MEC, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the MEC upon termination or completion of the work. Both the MEC and the provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the provider.
15. Interest of the Provider. The provider covenants that neither the provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
16. Interest of Members of the MEC, Lead Regional Organization, and Others. No officer, member, or employee of the MEC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions or provisions of service relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

- 17. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- 18. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
- 19. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
- 20. Disaster Assistance: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster related situation, the provider shall cooperate with requests for assistance from the MEC.
- 21. Attendance at MEC Meetings: The provider shall attend any committee; special meeting; or staff development training being held by the MEC to include the Regional Advisory Committee.

In witness whereof, the MEC and the provider have executed this Agreement as of the day first written above.

Grace Martin Harwell Senior Center

Attest:

Cynthia Burt  
Title: City Clerk

By: Ellie Burt  
Title: Mayor

Mid-East Commission

Attest:

\_\_\_\_\_  
Annette Eubanks  
Area Agency on Aging Director

By: \_\_\_\_\_  
N. Bryant Buck  
Executive Director

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_  
Sherri Bunch, Finance Officer, Mid-East Commission

DAAS-733  
(Rev. 2/16)

**Home and Community Care Block Grant for Older Adults**

**County Funding Plan**

**July 1, 2025 through June 30, 2026**

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider Grace Martin Harwell Senior Center

County: Beaufort

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, **low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency** will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Grace Martin Harwell Senior Center makes every attempt to serve the above listed populations by doing the following:

Low-income clients are served with many free programs at the center. Our Information and Assistance staff member works with low-income members and guests to acquire needed durable medical equipment, apply for subsidies, manage their Medicare plans, and coordinate with the Department of Social Services if needed. She also coordinated a small grant-funded program, which gives low-income residents free access to adult undergarments and nutrition drinks.

We also provide information for low-income members and guests to obtain free food from multiple area agencies, and other community resources such as ramps, minor home improvements, and other small home repairs that low-income residents cannot or could not afford.

Virtual programs are also available to those GMHSC and community members that have the tools to take advantage of them, or they can come to the GMHSC and utilize our computer lab, or work directly with a staff member and a computer to access those online services. Our SHHP counselor coordinates with any needed interpreters to discuss

Medicare benefits or other programs to which low-income or under-represented populations need assistance with understanding.

We are able to reach the local above listed populations by the following:

- Our newsletter, which is mailed to over 1500 members, guests, and minority churches and community programs that serve minority populations in the greater Beaufort County area.

- In-person assistance from any staff member, but especially our Information and Assistance staff member Joanne Poore.

- Phone assistance directly to the member/guest.

- Virtual assistance through programs and events we can access on the internet or live-stream to our members (who have available access or can come to the GMHSC to use our computers)

- Facebook page, which we post about services available to our low-income members and guests

- Automated phone calls to reach our members and guests that are unable to access email or other electronic forms of communications.



**A GRANT PROJECT ORDINANCE FOR  
SENIOR CENTER GENERAL PURPOSE FUNDING & SENIOR CENTER  
GENERAL HEALTH PROMOTIONS/DIEASE & SENIOR CENTER  
OPERATIONS  
CITY OF WASHINGTON, N.C.  
FOR FISCAL YEAR 2025-2026**

**BE IT ORDAINED**, by the City Council of the City of Washington, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The project authorized is for the Mid-East Commission Area Agency on Aging Grant & Home and Community Care Block Grant for Older Adults:

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements.

Section 3. The following revenue is anticipated to be available to complete this project:

010-3612-0518	Mid-East Grant Recreation	\$48,071
---------------	---------------------------	----------

Section 4. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts to:

010-3991-9910	Fund Balance Appropriated	\$(48,071)
---------------	---------------------------	------------

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, and to the Budget Officer, and to the Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

This the 13<sup>th</sup> day of April, 2026.

Ellen Burk  
Mayor

Attest:

Amber Beck  
City Clerk



- J. Ratify – Employment Agreement for Jonathan “Jon” Rorie as the City of Washington City Manager

STATE OF NORTH CAROLINA )  
COUNTY OF BEAUFORT )

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered into as of the 9<sup>th</sup> day of April, 2026, by and between the **CITY OF WASHINGTON**, a municipal corporation organized and existing under the laws of the State of North Carolina, (sometimes hereinafter referred to as “**EMPLOYER**”), and Jonathan N. Rorie (sometimes hereinafter referred to as “**EMPLOYEE**”).

**WITNESSETH**

**WHEREAS, EMPLOYER** desires to employ the services of Jonathan N. Rorie as City Manager pursuant to the terms, conditions, and provisions of this Agreement.

**WHEREAS, EMPLOYEE** desires to accept employment as City Manager pursuant to the terms, conditions, and provisions of this Agreement.

**WHEREAS**, it is the desire of the City Council of the City of Washington (hereinafter referred to as “**Council**”), to provide certain benefits, establish certain conditions of employment, and set working conditions for **EMPLOYEE**.

**WHEREAS**, the parties acknowledge that **EMPLOYEE** shall reestablish membership with the International City/County Management Association (ICMA) and that **EMPLOYEE** shall be subject to the ICMA Code of Ethics.

**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 — DUTIES**

**EMPLOYER** hereby agrees to employ Jonathan N. Rorie as City Manager to perform functions as well as duties specified by applicable law and authority, including but not limited to North Carolina state law, the City charter and the City code, and to perform other legally permissible and proper functions as well as duties as Council shall assign from time to time.

**SECTION 2 — TERM**

- A. **EMPLOYEE** agrees to remain in the exclusive employ of **EMPLOYER** until April 12, 2028 and neither accept other employment nor become employed by any other employer until said termination date, unless this Agreement is earlier terminated as hereinafter provided.
- B. In the event written notice is not given by either party to this Agreement to the other at least one hundred twenty (120) days prior to the termination date as hereinabove provided, this Agreement shall be extended automatically on the same terms and

conditions as herein provided, all for an additional period of two (2) years. This Agreement shall continue thereafter for two (2) year periods unless either party hereto gives to the other at least one hundred twenty (120) days written notice prior to the then applicable two (2) year anniversary date hereof that the party giving notice does not wish to extend this Agreement. If **EMPLOYER** gives **EMPLOYEE** said written notice at least one hundred twenty (120) days prior to the expiration of the initial or any subsequent term of this Agreement that **EMPLOYER** does not wish to extend this Agreement, it, including the notice, shall not be considered a termination of this Agreement for the purposes of Section 4 and, in that instance, **EMPLOYER** shall not be obligated to pay any of the sums set forth in Section 4.

- C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Council to terminate the services of **EMPLOYEE** at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.
- D. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of **EMPLOYEE** to resign at any time from his position with **EMPLOYER**, subject only to the provision set forth in Section 5 of this Agreement.

**SECTION 3 — SUSPENSION**

Council may suspend **EMPLOYEE**, with or without pay in the discretion of Council, during the investigation, hearing, or trial of **EMPLOYEE** on any criminal charge or during the course of any civil action involving **EMPLOYEE**. The duration of such suspension will be in the discretion of Council. If the suspension is without pay, full recovery of pay and benefits for the period of suspension may be authorized by Council if the suspension is terminated with full reinstatement of **EMPLOYEE**. Notwithstanding anything herein to the contrary, any suspension without pay hereunder shall be in accordance with the Fair Labor Standards Act regulations regarding exempt employee pay.

**SECTION 4 — TERMINATION AND SEVERANCE PAY**

- A. In the event **EMPLOYEE** is terminated by Council before the expiration of the initial or any subsequent term of this Agreement and during such time **EMPLOYEE** is willing and able to perform his duties under this Agreement, then and in those events **EMPLOYER** agrees to pay **EMPLOYEE** a lump sum cash payment equal to six (6) months aggregate salary, benefits, and deferred compensation. **EMPLOYEE** shall also be compensated for all earned and unused vacation up to two hundred forty (240) hours and holidays.
- B. **EMPLOYEE** may be terminated for either of the following without notice and, upon such termination, **EMPLOYER** shall not have an obligation to pay any of the sums set forth in this section.

1. Any misconduct of **EMPLOYEE** involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to **EMPLOYEE**'s official duties hereunder.
  2. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by **EMPLOYEE** of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or **EMPLOYEE** in his official capacity.
- C. In the event **EMPLOYER** at any time during the term of this Agreement reduces the salary or other financial benefits of **EMPLOYEE** in a greater percentage than applicable to a simultaneous, across-the-board reduction for all employees of **EMPLOYER**; **EMPLOYER** refuses, following written notice, to comply with any other provision benefitting **EMPLOYEE** herein; or **EMPLOYEE** resigns following a suggestion, whether formal or informal, by Council that he resign, then and in those events **EMPLOYEE** may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, or said suggestion to resign within the meaning and context of the hereinabove severance pay provision.

**SECTION 5 — RESIGNATION**

In the event **EMPLOYEE** voluntarily resigns his position with **EMPLOYER** before the expiration of the initial or any subsequent term of this Agreement, then **EMPLOYEE** shall give **EMPLOYER** sixty (60) days advance written notice of such resignation, unless the parties agree otherwise.

**SECTION 6 — DISABILITY**

If **EMPLOYEE** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, **EMPLOYER** shall have the option to terminate this Agreement subject to the severance pay requirements of Section 4, paragraph A.

**SECTION 7 — SALARY**

**EMPLOYER** agrees to pay **EMPLOYEE** for his services rendered pursuant hereto an annual base salary of one hundred eighty-five thousand dollars (\$185,000.00), payable in installments at the same time as the other employees of **EMPLOYER** are paid. In addition, **EMPLOYER** agrees to increase said base salary and/or benefits of **EMPLOYEE** in such amounts and to such extent as the Council may determine that it is desirable to do so in a similar manner and at the same time as similar consideration is given other employees of **EMPLOYER**. **EMPLOYEE** shall receive the cost of living adjustment given to other employees of **EMPLOYER** payable in the same manner as paid to other employees of **EMPLOYER**. **EMPLOYEE** may also receive a merit pay increase based on a review of his performance made by the Mayor and Council.

#### SECTION 8 — HOURS OF WORK

It is recognized by both **EMPLOYER** and **EMPLOYEE** that the duties of City Manager require a great deal of time outside of normal office hours. The parties also recognize that **EMPLOYEE** is required to devote the amount of time and energy necessary to carry out those duties with the highest amount of professionalism possible. That being the case, the parties recognize that **EMPLOYEE** may choose to take personal time off during business hours when it is appropriate and when his duties allow. Although this personal time off is not considered vacation, neither is it to be considered as compensatory time for time spent by **EMPLOYEE** in carrying out his duties outside normal office hours, as the parties agree that **EMPLOYEE** must devote the amount of time necessary to fulfill those duties. Council will consider **EMPLOYEE**'s use of personal time off during the performance evaluation.

#### SECTION 9 — RESIDENCY REQUIREMENT

**EMPLOYEE** agrees that it is necessary to reside inside the corporate limits of the City of Washington, agrees to occupy a place of residence within the corporate limits of the City of Washington within six (6) months of employment, and, thereafter, agrees to occupy a place of residence within the corporate limits of the City of Washington for so long as **EMPLOYEE** is employed as City Manager.

#### SECTION 10 — MOVING AND RELOCATION EXPENSES

**EMPLOYER** shall pay (with appropriate reconciliation upon receipt of proper, supporting documentation) or reimburse (upon receipt of proper, supporting documentation), as the case may be, **EMPLOYEE** up to the amount of five thousand dollars (\$5,000.00) for **EMPLOYEE**'s moving and relocation expenses from Moore County, North Carolina, to the City of Washington.

#### SECTION 11 — AUTOMOBILE AND CELLULAR TELEPHONE

- A. **EMPLOYEE**'s duties require that he use an automobile at all times during his employment with **EMPLOYER**. **EMPLOYER** agrees to pay **EMPLOYEE** a car allowance of four hundred dollars (\$400.00) per month and **EMPLOYEE** shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, and repair of said automobile. **EMPLOYER** provides said car allowance for **EMPLOYEE** in lieu of providing an **EMPLOYER** owned vehicle to conduct **EMPLOYER** business. The allocated car allowance will cover all mileage expenses for **EMPLOYER** business within a thirty (30) mile radius [sixty (60) mile round trip] of the City. Travel beyond the thirty (30) mile radius will be reimbursed in accordance with **EMPLOYER**'s travel policy. This allowance will be reported on **EMPLOYEE**'s W-2 form.
- B. **EMPLOYER** shall provide **EMPLOYEE** a cellular telephone under the same terms and conditions as cellular telephones are provided to other employees of **EMPLOYER**.

**SECTION 12 — LIFE, HEALTH, AND DISABILITY INSURANCE**

- A. **EMPLOYER** shall put into force and make required premium payments for **EMPLOYEE** for insurance policies for life, major medical, and other group insurance, as the same is provided to other employees of **EMPLOYER**, covering **EMPLOYEE** only. If dependent coverage is available through **EMPLOYER**, it shall be paid for by **EMPLOYEE** if he elects dependent coverage.
- B. **EMPLOYER** shall put into force and make required premium payments for **EMPLOYEE** for an insurance policy for long-term disability coverage as the same is offered to other employees of **EMPLOYER** [with a benefit of approximately two thousand dollars (\$2,000) per month (currently)].

**SECTION 13 — VACATION AND SICK LEAVE**

**EMPLOYEE** shall be allowed to begin and accrue vacation at a rate equivalent to an employee with twenty (20) years continuous employment increasing incrementally from that base without any applicable maximum until December 31<sup>st</sup> of each year. **EMPLOYEE** may carry over up to a maximum of two hundred forty (240) vacation hours to the next calendar year. Any amount of vacation that is accrued by **EMPLOYEE** over said maximum as of December 31<sup>st</sup> each year shall be converted to **EMPLOYEE**'s sick leave account. **EMPLOYEE** shall also be entitled to begin and accumulate sick leave annually at a rate equivalent to an employee with twenty (20) years of continuous employment increasing incrementally from that base during the term of this Agreement. **EMPLOYER** will accept and recognize any sick leave **EMPLOYEE** accrued with **EMPLOYEE**'s immediately previous employer that **EMPLOYEE** has not already been compensated for.

**SECTION 14 — RETIREMENT**

It is mandatory that all employees of **EMPLOYER** participate in and be a part of the North Carolina Local Governmental Employees' Retirement System, (hereinafter referred to as "NCLGERS"); therefore, **EMPLOYER** and **EMPLOYEE** shall pay into NCLGERS for the benefit of **EMPLOYEE** their respective, required contributions based on **EMPLOYEE**'s base salary, as mandated by NCLGERS. **EMPLOYER** will provide **EMPLOYEE** access to and fund a 401k/457 plan at the same level as provided to and funded for other employees of **EMPLOYER**.

**SECTION 15 — DUES AND SUBSCRIPTIONS**

**EMPLOYER** shall pay for the professional dues and subscriptions of **EMPLOYEE** that are necessary for his continuation and full participation in ICMA; the International Economic Development Council (IEDC); and the North Carolina City/County Management Association (NCCMA). **EMPLOYEE** participation in any other organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of **EMPLOYER** shall be subject to review and approval by Council.

**SECTION 16 — PROFESSIONAL DEVELOPMENT**

- A. As may be approved during the annual budget process, **EMPLOYER** hereby agrees to pay for travel and subsistence expenses of **EMPLOYEE** for professional and official travel, meetings, and occasions adequate to continue the professional development of **EMPLOYEE** and to adequately pursue necessary official functions for **EMPLOYER**, including, but not limited to annual ICMA, IEDC, and NCCMA conferences and such other national, regional, state, and local government groups and committees on which **EMPLOYEE** serves as a member.
- B. As may be approved during the annual budget process, **EMPLOYER** also agrees to pay for travel and subsistence expenses of **EMPLOYEE** for short courses, institutions, and seminars that are necessary for **EMPLOYEE’S** professional development and for the good of **EMPLOYER**.

**SECTION 17 — INDEMNIFICATION**

In addition to that required under federal, state and local law, **EMPLOYER** shall defend, save harmless, and indemnify **EMPLOYEE** 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 **EMPLOYEE’S** duties as City Manager. **EMPLOYER** will compromise and settle any such claims or suit and pay the amount of any settlement or judgment rendered thereon.

**SECTION 18 — NO REDUCTION OF BENEFITS**

**EMPLOYER** shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of **EMPLOYEE**, except to the degree of such a reduction across-the-board for all employees of **EMPLOYER**.

**SECTION 19 — NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 1. **EMPLOYER:** City of Washington  
Attn: Mayor  
Post Office Box 1988  
Washington, North Carolina 27889
- 2. **EMPLOYEE:** Jonathan N. Rorie, City Manager  
City of Washington  
Post Office Box 1988  
Washington, North Carolina 27899

Alternatively, notices required pursuant to this Agreement may be personally served in the manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmittal in the United States Postal Service.

**SECTION 20 — GENERAL PROVISIONS**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of **EMPLOYEE**.
- C. This Agreement shall become effective commencing April 13, 2026.
- D. By virtue of his signature below, **EMPLOYEE** consents to **EMPLOYER** releasing copies of this Agreement upon request.
- E. If any provision, or any portion thereof, contained in this Agreement is held 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.

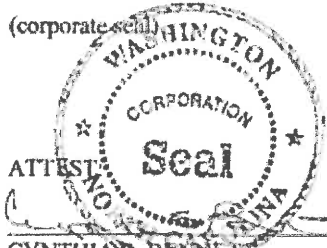
**IN WITNESS WHEREOF**, the City of Washington, North Carolina, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Jonathan N. Rorie has signed and executed this Agreement, both in duplicate as of the day and year first above written.

**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.

**CITY OF WASHINGTON**

  
 TAMMY SWINDELL,  
 ADMINISTRATIVE SERVICES DIRECTOR



ATTEST:  
CYNTHIA S. BENNETT,  
CITY CLERK

EMPLOYER

BY: Ellen Brabo (Seal)  
ELLEN C. BRABO,  
MAYOR

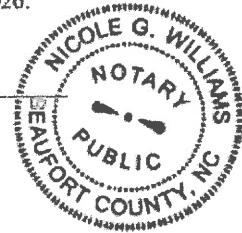
COUNTY OF BEAUFORT  
STATE OF NORTH CAROLINA

I, Nicole G Williams, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF WASHINGTON, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by ELLEN C. BRABO, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 9<sup>th</sup> day of April, 2026.

Nicole G Williams  
NOTARY PUBLIC

My Commission expires: June 13 2026



EMPLOYEE

BY Jonathan N. Rorie (Seal)  
JONATHAN N. RORIE,  
CITY MANAGER

STATE OF North Carolina

COUNTY OF Moore

I, Angel D Dennis, a Notary Public of the County and State aforesaid, certify that JONATHAN N. RORIE, Employee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9<sup>th</sup> day of April, 2026.

Angel D Dennis  
NOTARY PUBLIC

My Commission Expires: 6/08/2027



11 Employment Agreement

Councilmember Davis made a motion remove Item J: Ratify – Employment Agreement for Jonathan “Jon” Rorie as the City of Washington City Manager for discussion and a full vote. Motion dies for lack of a second.

City Attorney Holscher stated amendments to the agenda, including changes to the Consent Agenda were performed earlier in the meeting under Approval/Amendments to the Agenda. Council may make an individual motion to remove items from the Consent Agenda at this time.

Councilmember Perreault made a motion to remove Item B: Ratify – Abilene Christian University Memorandum of Understanding and Item F: Declare Surplus/Authorize – Sale of Vehicle #604 International 7300SBA Bucket Truck through electronic auction using Auctions International. Councilmember Tyre seconded the motion.

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council approved the consent agenda as amended.

VOTE:	YES	NO
Mayor Pro tem Fritz	x	
Councilmember Davis	x	
Councilmember Perreault	x	
Councilmember Horton	x	
Councilmember Tyre	x	

**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.

Rena Edwards said everyone needs to actively participate in keeping Washington clean and promote the greater good for the city.

Zach Sette Wongse with Washington Optimist praised Sara, Abby, Kristi, and Chrissy for hosting bingo and ice cream with the seniors. He also discussed the various events held in Washington as well as programs to assist those in need in our community. He stated that as soon as the Council meetings go live on social media, there seems to be an issue with personal attacks on Council members. We need open and neighborly communication.

Shannon Russell with Main Street Coalition discussed ethical concerns and financial entanglement. Mrs. Russell discussed the timeline of Ellen Brabo’s Federal lawsuit and her pending action from the Board of Adjustment.

Zane Buckman discussed the need for more pickleball courts in Washington and the need to focus on sports tourism.

**PUBLIC HEARING 6:00PM – ZONING: NONE**

**PUBLIC HEARING 6:00PM- OTHER:**  
**SUSAN SQUIRES, BEAUFORT COUNTY ECONOMIC DEVELOPMENT DIRECTOR**  
**– PROJECT FALA ECONOMIC DEVELOPMENT LAND PURCHASE**

Mayor Brabo opened the public hearing. Susan Squires, Beaufort County Economic Development Director presented the request to Council. Project Fala is an international composite swimming pool manufacturer seeking to establish U.S.-based operations in Beaufort County. The company anticipates creating approximately 75 new jobs, with an initial capital investment of over \$2 million and additional investment expected as the project develops and scales. Project Fala proposes to purchase approximately 5.29 acres of land located at 1035 Page Road in the Washington-Beaufort County Industrial Park. The purchase price for the property is \$20,000 per acre, for a total purchase price of \$105,800. The company will be required to meet its capital investment commitments within two (2) years. The public benefits derived from this project include the creation of new jobs and a long-term increase in the tax base for the City of Washington and Beaufort County. To protect the City and County, this does include a reversion clause. The public hearing notice has been properly advertised as required by statute.

Councilmember Perrault asked about the ownership of the property and Ms. Squires stated the property is co-owned by the City and County. Ms. Squires stated there is a workforce development team to assist in filling the jobs.

By motion of Mayor Pro tem Fritz, seconded by Councilmember Perreault, Council authorized and approved City of Washington officials to work with the County Attorney, County Manager and County Economic Development Director to sell a 5.29- acre parcel (PIN 5667-79-5637) in the Washington Beaufort County Industrial Park to Project Fala and execute the appropriate paperwork to close the transaction.

There being no comments from the public, the hearing was closed

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

**SCHEDULED PUBLIC APPEARANCES:**  
**CHUCK CALDWELL/NOON ROTARY - INSTALLATION OF A PEACE POLE**  
 (request removed)

**HOOD RICHARDSON – PROVIDE MAINTENANCE TO STREETS IN ANNEXED AREAS**

Hood Richardson stated he is here tonight with Buzz Cayton and Manfred Alligood regarding property that was annexed in the early 2000’s (Mount Olive College area and the adjacent subdivision). This street has never been put on the Powell Bill map and they want the city to assume responsibility of the streets as stated in the ordinance. The Powell Bill map shows this as a private street, but according to Mr. Richardson it was supposed to be a city street.

The City Attorney will work with Mr. Richardson on this item and provide staff with some clarification.

**Hood Richardson, PA** C-576  
**110 West Second Street**  
**Washington, N. C 27889**  
252-975-3472  
February 4, 2026

Mr. Bobby Roberson  
City of Washington Manager  
102 East Second Street  
Washington, N. C. 27889

CERTIFIED 9589 0710 5270 0097 6552 10

RE: Maple Branch Subdivision Street Maintenance PIN 5667-17-3295  
Maple Branch Road and Clayton Street (Off US 264 West)

Dear Mr. Roberson:

This letter is written on behalf of Manfred Alligood. Mr. Alligood is concerned about the lack of street maintenance in Maple Branch Subdivision. His subdivision was annexed into the City of Washington during 2006.

The annexation ordinance does not exclude the streets. Item c. in the ordinance states: "The area described is so situated that the City will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;".

Somehow Maple Branch Road and Clayton Street are shown on the Powell Bill Map as private streets. This was never intended or applied for in the annexation. The streets were inspected by the City of Washington during construction. There are no known notices of construction standards violation(s).

The entrance to the subdivision has been in disrepair for some time. Requests to the City for maintenance have gone unanswered.

William "Buzz" Cayton uses Maple Branch Road for access to his property that was annexed into the City. He is petitioning for street maintenance in a separate communication that includes copies of the annexation ordinances.

Mr. Alligood and Mr. Cayton request that he City follow the annexation ordinance for these properties and perform maintenance repairs on these streets.

Sincerely yours,



Hood L. Richardson, PE, PLS

Cc: William Cayton  
Manfred Alligood

MANFRED D. ALLIGOOD, JR. ANNEXATION ORDINANCE 97-01-167

CERTIFIED COPY OF RESOLUTION

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS, the City Council has been petitioned under G.S.160A-58.1 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Municipal Building, City Council Chambers, 102 E. 2nd Street, Room 214, Washington, North Carolina at 6:00 P.M. on the 19th day of June, 2000 after due notice by publication on June 4, 2000; and

WHEREAS, the City Council finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the City;
- c. The area described is so situated that the City will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the City; and

WHEREAS, the City Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

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

**Section 1.** By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the City of Washington, as of the 30th day of June, 2000.

Beginning at a new iron pipe in the southern right of way line of US 264, the said iron pipe is located South 74 degrees 07 minutes 31 seconds East 1,283.62 feet; along the said northerly right of way line from a North Carolina Department of Transportation concrete monument to a similar monument across from SR 1407, and then continuing from the last said monument South 73 degrees 50 minutes 39 seconds East 37.78 feet to the said beginning iron pipe; thence from the said beginning iron pipe and continuing with the said right of way line along a curve to the right having a cord bearing South 73 degrees 06 minutes 09 seconds East 60.08 feet, a radius of 3,778.96 feet, an arc distance of 60.08 feet and a delta angle of 54 minutes 39 seconds to an iron pipe; thence South 19 degrees 51 minutes 01 seconds West 583.50 feet to an iron pipe in a ditch; thence with the said ditch South 70 degrees 08 minutes 39 seconds East 444.94 feet to an iron pipe; thence with a ditch South 61 degrees 14 minutes 34 seconds East 473.22 feet to an iron pipe; thence with the property line of the Evangelistic Church of Deliverance and the Clifton Jefferson and wife Carolyn Jefferson line South 53 degrees 56 minutes 50 seconds East 582.42 feet to an existing iron pipe on the westerly right of way line of North Carolina State Road 1427, a corner; running thence with the westerly right of way line of North Carolina State Road 1427 along a curve to the left having 545.14 foot cord bearing South 32 degrees 42 minutes 55 seconds West with an arc of 552.27 feet and whose radius is 989.93 feet to a right of way monument in the western sideline of North Carolina State Road 1427; continuing thence with the western right of way line of North Carolina State Road 1427 South 16 degrees 28 minutes 18 seconds West 141.08 feet to an iron pipe in the western side line of North Carolina State Road 1427, a corner; running thence with property line of Robert E. and Brenda D. Hardy, North 72 degrees 35 minutes 23 seconds West 543.57 feet to an iron pipe; continuing thence with the said Hardy line, North 54 degrees 16 minutes 14 seconds West 222.67 feet to an iron pipe; continuing thence with the said Hardy line, North 77 degrees 07 minutes West 42 seconds West 284.41 feet to an iron pipe, a corner; continuing thence with the said Hardy line, South 40 degrees 42 minutes 33 seconds West 86.49 feet to an iron pipe; continuing thence with the said Hardy line, South 56 degrees 14 minutes 03 seconds West 210.98 feet to an iron pipe, a corner; running thence with the following four calls of the American Refuse Systems, Inc., North 52 degrees 26 minutes 37 seconds West 215.95 feet to an iron pipe; North 56 degrees 35 minutes 26 seconds West 260.32 feet, to an iron pipe, North 51 degrees 57 minutes 09 seconds West 117.41 feet to an iron pipe, a corner; continuing thence South 34 degrees 22 minutes 28 seconds West 809.97 feet to an existing iron pipe in the (abandoned) northerly Seaboard Coast Line Railroad right of way line, continuing thence South 34 degrees 22 minutes 28 seconds West 65.01 feet to an iron pipe in the centerline of the (abandoned) Seaboard Coast Line Railroad right of way, a corner; running thence with the centerline of the (abandoned) Seaboard Coast Line Railroad right of way line, North 56 degrees 32 minutes 35 seconds West 1,676.27 feet to a point in the centerline of the (abandoned) Seaboard Coast Line Railroad right of way to an iron pipe, a corner; running thence North 33 degrees 27 minutes 25 seconds East 65.00 feet to a point located at the intersection of the centerline of Maple Branch and the (abandoned) northerly line of the (abandoned) Seaboard Coast Line Railroad right of way, continuing thence along the centerline of Maple Branch; and with the property line of Manfred D. Allgood, Jr., the following courses: North 16 degrees 25 minutes 22 seconds East 58.86 feet; North 34 degrees 10 minutes 28 seconds East 158.54 feet; North 00 degrees 38 minutes 25 seconds East 131.59 feet; North 44 degrees 08 minutes 25 seconds East 240.23 feet; North 83 degrees 39 minutes 37 seconds East 160.57 feet; South 35 degrees 18 minutes

27 seconds East 146.48 feet; South 70 degrees 40 minutes 09 seconds East 149.16 feet; South 87 degrees 58 minutes 26 seconds East 133.59 feet; South 89 degrees 53 minutes 33 seconds East 130.34 feet; North 78 degrees 16 minutes 23 seconds East 72.82 feet; North 60 degrees 16 minutes 49 seconds East 99.73 feet; North 45 degrees 03 minutes 08 seconds East 90.40 feet; North 56 degrees 42 minutes 55 seconds East 491.48 feet; North 79 degrees 08 minutes 44 seconds East 58.65 feet; North 48 degrees 29 minutes 30 seconds East 141.83 feet; North 28 degrees 42 minutes 01 seconds East 120.15 feet thence containing North 30 degrees 31 minutes 51 seconds East 71.77 feet with the said Maple Branch to a point in a ditch: thence South 27 degrees 09 minutes 06 seconds East 313.07 feet; South 70 degrees 52 minutes 14 seconds East 563.84 feet with the said ditch to a point; thence North 19 degrees 51 minutes 01 seconds East 379.16 feet to the BEGINNING; containing 26.64 acres according to a survey by Hood L. Richardson, PLS dated March 15, 2000; being a part of that 107.4924 acre tract shown on that survey titled "Property of Rich, Rich, and Phillips, A North Carolina General Partnership," dated May 2, 1996 by Pitt Lated Surveying Company, a copy of said map being recorded in Plat Cabinet F, Slide 86-8, Beaufort County Registry; and further being the same property conveyed to Manfred D. Alligood, Jr., Kathy J. Alligood, Denise Alligood and Stephanie Gray Alligood of record in Deed Book 1076 at Page 560, Beaufort County Register of Deeds

Section 2. Upon and after the 30th day of June, 2000, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the Office of the Register of Deeds of Beaufort County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections as required by G.S. 163-288.1.

Adopted this the 19th day of June, 2000.

*J. Stewart Ramsey*  
MAYOR

ATTEST:

*Patricia Thompson*  
CITY CLERK

\*\*\*\*\*

I, Cynthia S. Bennett, City Clerk of the City of Washington, do hereby certify that is an exact copy of a resolution adopted by the Washington City Council on October 5, 2005. Witness my hand and seal, this the 16<sup>th</sup> day of September, 2024.



*Cynthia S. Bennett*  
Cynthia S. Bennett, MMC  
City Clerk

WILLIAM CAYTON ANNEXATION ORDINANCE

77-01-167

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS the Washington City Council has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Washington City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2<sup>nd</sup> floor of the municipal building located at 102 East 2<sup>nd</sup> Street at 6 00 p.m. on Monday, March 13, 2006 after due notice by the Washington Daily News on March 3, 2006 & March 6, 2006;

WHEREAS, the Washington City Council finds that the area described herein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the City of Washington.
- b. No point on the satellite corporate limits is closer to another municipality than to the City of Washington.
- c. The area described is so situated that the City of Washington will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits.
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;
- e. ~~The area within the proposed satellite corporate limits when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the City of Washington. This Standard does not apply to the City of Washington.~~

WHEREAS, the Washington City Council further finds that the petition has been signed by all of the owners of real property in the area who are required by law to sign; and

WHEREAS, the Washington City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Washington and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By the virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the City of Washington as of April 30, 2006:

Lying and being in Washington Township, Beaufort County, North Carolina, more particularly described as follows:

BEGINNING at an iron pipe in the intersection of the Southerly right-of-way line of US Highway 284 with the Easterly right-of-way line of Maple Branch Avenue, the said iron pipe is South 73 degrees 23 minutes 20 seconds East 97.86 feet with the said US 264 right-of-way line from a North Carolina Department of Transportation concrete right-of-way monument; thence from the said beginning iron pipe a curve to the right having an arc length of 389.44 feet, a radius of 3778.96 feet, a chord bearing South 69 degrees 41 minutes 41 seconds East 389.27 feet to an iron pipe; thence the following four calls to points in a ditch, South 21 degrees 14 minutes 58 seconds West 30.03 feet, South 15 degrees 08 minutes 56 seconds West 161.64 feet, South 13 degrees 45 minutes 17 seconds West 187.18 feet, and South 13 degrees 25 minutes 19 seconds West 94.77 feet; thence the following three calls with the William L. Cayton line to iron pipes, North 70 degrees 08 minutes 59 seconds West 332.26 feet, South 19 degrees 51 minutes 01 seconds West 79.00 feet and North 70 degrees 08 minutes 59 seconds West 100.00 feet; thence North 19 degrees 51 minutes 01 seconds East 553.50 feet with the said Easterly right-of-way line of Maple Branch Avenue and the City of Washington Limit line to the BEGINNING: containing 4.64 acres according to a survey prepared by Hood L. Richardson, PLS, dated September 7, 2005 and being the same lot described in Deed Book 1005 at page 215 Beaufort County Register of Deeds.

Section 2. Upon and after April 30, 2006, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections; as required by G.S. 163-288.1

Adopted this 13th day of March, 2006.

Judy Jennette, Mayor

ATTEST:

Rita A. Thompson, Clerk

APPROVED AS TO FORM.

City Attorney

**DEBBIE FARRAR – MOSS LANDING HOMEOWNERS ASSOCIATION**

Debbie Farrar, HOA President, Phase 2 of Moss Landing explained they are requesting the city to take over maintenance of the streets, sidewalks, and streetlights. She continued by providing a history of the development. Councilmember Tyre asked if they are asking the City to accept all of Moss Landing and Ms. Farrar said all of Phase 2, not Moss East. There were no additional questions from Council.

**JOHN JESSO & FRANKLIN SCOTT (WASHINGTON HOUSING AUTHORITY)  
KEYSLANDING**

John Jesso, Chair of Washington Housing Authority discussed the history of their interest in purchasing property at Keyslanding as well as 6<sup>th</sup> & Van Norden Street. The ad for the upset bid ran in October 2024 and there were no upset bids. The process seemed to stop after that. Mr. Holscher stated that on January 12, 2026 he provided Council with a summary of this item. The City never received a written offer or a deposit. Continued discussion was held and Council, by general consensus, agreed to bring forward a resolution to convey the property to WHA in May. This would be the final step to close the purchase.

**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 Number</u>	<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
069995	\$378,233.46	AMICK EQUIPMENT	REPLACEMENT EQUIPMENT #467
069996	\$216,434.10	LILLEY INTERNATIONAL INC.	REPLACEMENT EQUIPMENT #483
070003	\$3,059,275.00	KBS CONSTRUCTION COMPANY	CHERRY RUN 5 <sup>TH</sup> ST PH2
070008	\$1,000,000.00	FERGUSON US HOLDINGS INC	AMI
070031	\$208,034.22	EASTERN AVIATION FUELS. INC	AVIATION FUEL PURCHASES
070034	\$2,500,000.00	FERGUSON US HOLDINGS INC	AMI METER PROJECT
070036	\$121,368.74	XYLEM WATER SOLUTIONS USA	SPARE PUMP FOR #2 AND #3 PUMP AT 5TH AND RESP.
070079	\$92,250.00	LEGACY ENTERPRISES CAROLINAS LLC	CIVIC CENTER ROOF

**MEMO – BUDGET TRANSFERS**

	<u>Department</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>
FROM:	Recreation	010-6120-5400	Insurance Premium	27,400.00
TO:	Recreation	010-6130-7400	Capital Outlay	27,400.00

For the purpose of: Replace Mower 8020 & Mower 8017.

*A*

**REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: None**

**APPOINTMENTS: None**

**OLD BUSINESS:**

**ADOPT – RESOLUTION SUPPORTING NCDOT PROJECT U-5860/15<sup>TH</sup> STREET  
{TYRE}**

Councilmember Tyre presented the resolution to Council stating we have met with NCDOT and need to move forward with supporting the project. A motion was made by Councilmember Tyre and seconded by Councilmember Horton to adopt a resolution in support of NCDOT Project U-5860 as it is currently designed (15<sup>th</sup> Street in Washington). Discussion was held.

Councilmember Perreault noted we should show support of the resolution tonight. Mayor Brabo will be having a meeting with representatives from the Governor’s office this week. Mayor Pro tem Fritz stated the city is not the stopping point for this project. He further noted he would recuse himself from the vote if Council felt he had a conflict of interest. Discussion continued a motion to end the debate was made by Councilmember Perrault and seconded by Mayor Pro tem Fritz. Motion to end the debate carried 4-1 with Councilmember Davis opposing.

Motion restated: By motion of Councilmember Tyre and seconded by Councilmember Horton, Council adopted a resolution in support of NCDOT Project U-5860 as it is currently designed (15<sup>th</sup> Street in Washington). All in favor.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

A RESOLUTION SUPPORTING SAFETY IMPROVEMENTS ALONG THE 15TH STREET CORRIDOR THROUGH NCDOT PROJECT U-5860

---

WHEREAS, 15th Street serves as a major transportation corridor connecting U.S. 17 Business and U.S. 264 and carries significant local and regional traffic volumes;

WHEREAS, crash data collected between 2020 and 2024 documented 417 crashes along the corridor, including three fatal crashes and eleven disabling-injury crashes;

WHEREAS, the North Carolina Department of Transportation has identified the corridor as exceeding statewide critical crash thresholds and requiring comprehensive safety improvements;

WHEREAS, the North Carolina Department of Transportation has developed State Transportation Improvement Program Project U-5860, which proposes converting the corridor to a four-lane divided roadway with a raised median, dedicated turn lanes, improved traffic signals, and enhanced pedestrian facilities;

WHEREAS, engineering analysis indicates the proposed design is expected to reduce total crashes by approximately 57 percent and reduce fatal crashes by approximately 76 percent;

WHEREAS, the project includes multimodal safety improvements such as a 10-foot multi-use path, sidewalks, ADA-compliant pedestrian crossings, and enhanced signalized intersections to improve safety for drivers, pedestrians, and cyclists.

WHEREAS, the project represents approximately \$38.6 million in transportation infrastructure investment for the Washington community and includes upgrades to roadway infrastructure, stormwater systems, traffic signals, and city utilities;

WHEREAS, the project design has been refined through collaboration between NCDOT, the City of Washington, and community stakeholders, including adjustments to reduce right-of-way impacts and eliminate previously anticipated property relocations;

WHEREAS, the project is currently fully funded within the North Carolina Strategic Transportation Improvement Program, with right-of-way acquisition scheduled to begin in 2026;

WHEREAS, removal of the project from the STIP would require the project to be re-submitted and re-prioritized through statewide transportation funding cycles, potentially delaying safety improvements for many years and risking the loss of funding to other regions of the state;

WHEREAS, the City Council recognizes the importance of ensuring that public policy decisions regarding transportation infrastructure are guided by engineering analysis, safety data, and factual project information;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Washington affirms the importance of advancing transportation safety improvements along the 15th Street corridor and supports continued collaboration with the North Carolina Department of Transportation to ensure the project reflects community needs while maintaining its core safety objectives;

BE IT FURTHER RESOLVED that the City Council encourages continued public engagement and the dissemination of accurate information regarding the project’s design, impacts, and timeline.

Adopted this 13th day of April, 2026.

City of Washington, North Carolina



Mayor



City Clerk



**DISCUSSION – MOSS LANDING HOMEOWNERS REQUEST  
{PRESENTATION BY ADAM WATERS}**

## Moss Landing Homeowners Request

In the fourth quarter of 2023, the Moss Landing Homeowners Association and the Moss Landing II Homeowners Association approached the city about taking control of the streets, sidewalks, stormwater control system, and sewer collection system.

On November 4, 2023, the Council gave consensus to move forward in determining if it was in the best interest of the city to accept this infrastructure.

On May 13, 2024, the City Manager updated the Council on the status of the infrastructure transfer.

In late February 2026, the interim city manager engaged H2OS Consulting, LLC to investigate the Moss Landing Homeowners Association's request.

After meeting with directors from Moss Landing II HOA in March 2026, the discussion expanded to include street lights and irrigation systems. These discussions concluded that the city was not equipped to maintain the low pressure sewer system, and by accepting this, precedence would be established to accept other low pressure systems that currently pump into the city's sewer system, as well as future low pressure systems.

As for the stormwater treatment system (swell on the eastern and southern sides of the development), it was determined that this structure was permitted by the state of North Carolina to the Moss Landing Homeowners' Association's and the responsibility for this structure is the homeowners' association. Again, should the city accept this responsibility, a precedent would be set to accept any and all stormwater treatment structures on private developments.

Irrigation- After discussing the irrigation system with the operator of the system, it was determined that the part of the system in question had been abandoned and was no longer in service. This, coupled with the same precedence issues stated previously, removed this item from the conversation.

This leaves acceptance of the street lights, sidewalks, and streets.

-Street lights. The interim City Manager spoke with the Electric Director and agreed that the acceptance of the operation and maintenance of these fixtures would be in line with other areas of the city.

-Streets. H2OS Consulting, LLC inspected the streets and sidewalks, including observing 3 cores of the streets. The three core samples indicated at least 2 inches of bituminous surface coarse and at least 6 inches coarse aggregate base, thus meeting the requirements for a residential street, with “marginal access” as described in the City’s Manual of Standard Designs and Details (MSDD). However, the requirements for a residential street with “marginal access” in the MSDD call for 28’ from the back of curb to back of curb with a 50-foot right of way. Moss Landing streets are 24’ back of curb to back of curb. This is consistent with “private streets” in the MSDD. The MSDD for “private streets” also recommends 40-foot right of way; however, with the structure’s proximity to the back of the curb, a 40-foot right of way would not be achievable in this development.

-Sidewalks. After inspection of the sidewalks in the Moss Landing subdivision, all sidewalks appear to be in good condition and meet these standards in the MSDD. Two exceptions would be missing sidewalks at the location of two vacant lots. It is understood by the inspector that these sidewalks would be installed when homes are built on the lots.

Exceptions to the MSDD, the city has previously accepted;

Somerset- Some streets in the Somerset subdivision are only 20 feet wide, back of curb to back of curb. The City Council voted to accept these streets in 2021.

Water St.-Water Street from the estuarium to the eastern end of the boardwalk is 20 feet wide from the back of the curb to the parking stall. The travel lanes on Water Street were narrowed after 2007 to accommodate on-street parking.

Maxwood subdivision- Most of the streets in the Maxwood subdivision are less than 20 feet wide and have no curb and gutter. The city annexed the Maxwood subdivision in the mid 1990s.



**DISCUSSION - COMMENTS ON SOCIAL MEDIA**

Councilmember Tyre discussed disabling comments on social media and said Council should be the ones to vote and decide on this. Councilmember Perrault noted the PIO made a recommendation to stream the meetings to YouTube, this would allow us to have a digital archive of our meetings. Councilmember Davis said Facebook only archives for a week. City Manager, Rorie stated this is an ongoing issue for all cities. Facebook is an improper forum for city information. YouTube can archive. Mr. Rorie will make sure Facebook comments are turned back on for the May meeting, then a policy will be prepared regarding where Council meetings are streamed and archived.

**NEW BUSINESS:**

**ADOPT– UPDATED FUND BALANCE POLICY**

**BACKGROUND AND FINDINGS:** The Local Government Commission (LGC) has updated its recommendations and expectations regarding General Fund fund balance levels. Each year at fiscal year-end, the LGC reviews both the amount of fund balance available and the trend of fund balance available as a percentage of expenditures and transfers out. The LGC currently expects units our size to maintain at least 25% of expenditures in available fund balance and will request a formal response if it falls below this threshold. In addition, the LGC compares each unit to its peer group. Our peer municipalities average 49%, while the City of Washington is currently at 50.25% as of June 30, 2025. Fund balance and the associated percentage are calculated annually as part of the year-end audit and do not fluctuate throughout the fiscal year.

The City’s current Fund Balance Policy, adopted November 9, 2009, requires a minimum of two months of expenditures plus \$2 million. Because fixed dollar amounts lose relevance over time and do not adjust with expenditure growth, shifting to a percentage-based policy aligns more closely with LGC guidance and industry best practices.

To ensure the City remains above the LGC’s minimum expectation and maintains strong financial stability, I recommend adopting a minimum fund balance target of 35% of expenditures and transfers out. Based on FY 2025 audited figures, this would increase the City’s minimum required fund balance from \$5,052,060 to \$6,409,326.

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council adopted and approved the updated Fund Balance Policy.

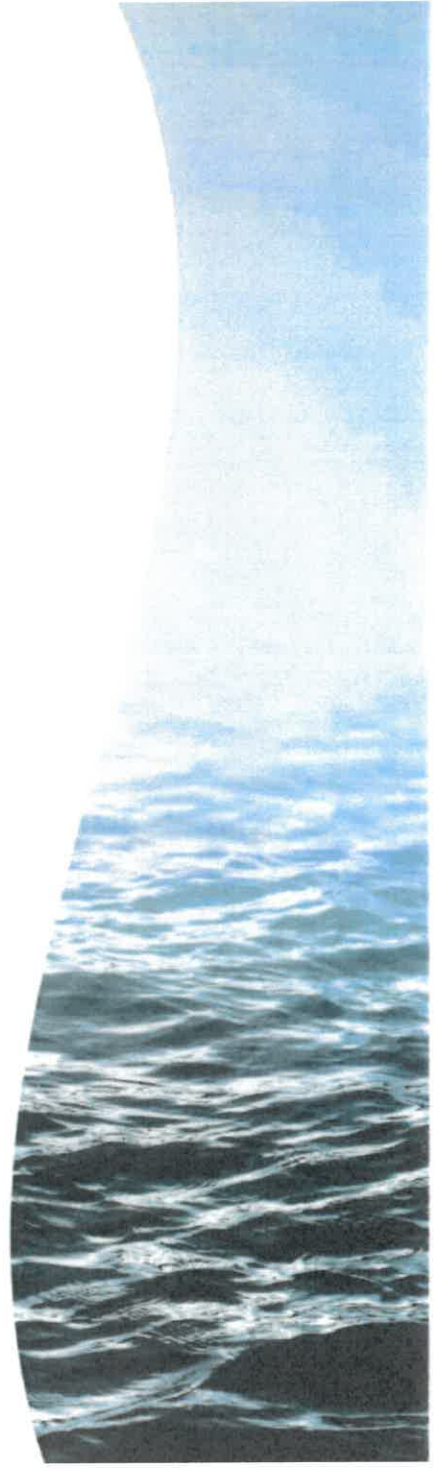
<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	



City of Washington  
North Carolina

**FUND BALANCE POLICY**

*(Adopted )*



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SECTION 2. GENERAL

2.01 PURPOSE

The City of Washington hereby establishes an Available Fund Balance Policy for the purpose of improving and maintaining fiscal responsibility as required under the Local Government Budget and Fiscal Control Act, NC General Statute Chapter 150. This policy defines the level of Available Fund Balance and establishes guidelines for preserving an adequate fund balance in the City of Washington's General Fund in order to sustain financial stability and to provide prudent management of the City's financial reserves.

2.02 DEFINITIONS

**Fund Balance:** the difference between a fund's assets and liabilities.

**Fund Balance Available:** Fund balance available for appropriation represents the maximum amount that is legally available for appropriation in the next year per NCGS 159-8(a). This amount includes funds that are restricted in nature and funds that the unit has already committed to spend in subsequent years for various purposes.

**Types of Fund Balance:** An accounting distinction is made between the portions of governmental fund balance that is spendable and non-spendable. Governmental Accounting Standards Board (GASB) Statement 54 classifies fund balance based on relative strength of the constraints that control the purposes for which designated amounts may be spent.

**Non-spendable:** Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Examples include inventory and prepaid items.

**Restricted:** Amounts that can be spent only for the specific purposes stipulated by external resource providers, whether constitutionally or through enabling legislation. Examples include grants, debt proceeds and restricted by state statute.

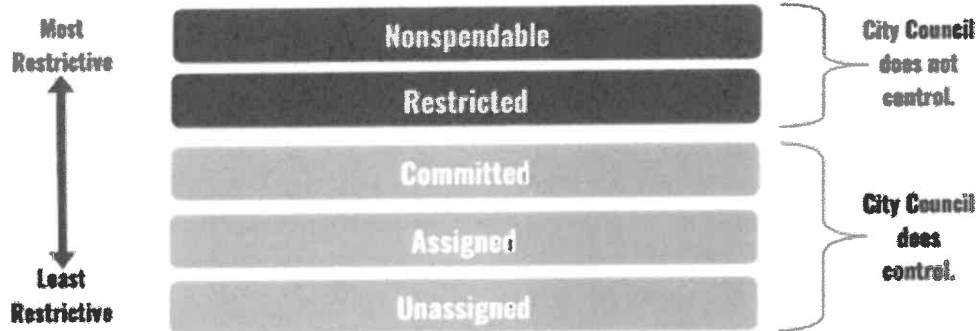
**Committed:** Amounts that can be used only for specific purposes determined by a formal action of the City's highest level of decision-making authority (including local ordinances), which is the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that originally imposed the commitment.

**Assigned:** Amounts intended to be used by the City for specific purposes. Intent may be expressed by the City Council by the approval of a budget appropriation. In governmental funds other than the general fund, assigned fund balance represents the amount that is not

SECTION 2. GENERAL

restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. An example includes funds assigned by the City Council for specific capital projects.

**Unassigned:** The residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned fund balance is the amount that is available for appropriation for public purposes.



**Available Fund Balance:** The legal definition is defined in the Local Government Budget and Fiscal Control Act section 159-8(a), and states "appropriated fund balance in any fund shall not exceed the sum of cash and investments minus the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts, as those figures stand at the close of the fiscal year next preceding the budget year."

**General Fund Expenditures Calculation for Unassigned Fund Balance:**

$$\text{General Fund Expenditures} = \text{Total Expenditures} + \text{Transfers Out} - \text{Capital Leases Issued} - \text{Installment Contracts Issued}$$

SECTION 3. OBJECTIVES

3.01 OBJECTIVES

- (1) The City recognizes that it is essential to maintain adequate unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances.
- (2) The fund balance also provides cash flow liquidity for the City's operations in times of fiscal stress, eliminates the need for short term borrowing, and increases the potential for investment income.

- 
- (3) Ample fund balance enhances short term and long-term financial credit by helping to achieve the highest credit and bond ratings possible to provide the City with the ability to borrow at the lowest possible rates.
  - (4) A fund balance policy promotes long-term financial stability by establishing clear and consistent guidelines.
  - (5) Adequate unassigned fund balance will provide funding flexibility during unanticipated emergencies and natural disasters.

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**SECTION 4. GUIDELINES****4.01 GUIDELINES**

- I. The City commits to maintain reserves required by law, ordinance, and/or bond covenants.
- II. North Carolina Local Government Commission, which is charged with the oversight of the fiscal health of North Carolina cities and counties, recommends that local governments develop a fund balance policy to maintain *fund balance available* that is consistent with their peers that provide similar services. Higher levels may be set based on the current operating needs of the City and the individual fund and future funding needs.
- III. The State and the Local Government Finance Division and the Local Government Commission of the North Carolina Department of State Treasurer publishes a memo annually regarding the management of cash and taxes and fund balance available for municipalities for fiscal year end date. The division compares fund balance available and the trend of percentage of fund balance available and will advise units if fund balance available is materially below the average of similar units or the trend is for fund balance available to decline. The City will review the memo annually to ensure adequate *fund balance available* as compared to the City's peer group range. The City will, as part of the comprehensive annual financial report, monitor the trend of change in available fund balance to ensure there is not a trend of material decline.
- IV. The City Council hereby establishes a goal for *unassigned fund balance* for the general fund of thirty-five percent (35%) of budgeted expenditures. (*Note: budgeted expenditures include Other Financing Uses for this calculation*)
- V. All expenditures made using appropriation(s) from fund balance will require Council approval unless previously authorized by the Council for expenditure within the City's annual budget.
- VI. Should the fund balance fall below the goal level, the City Manager in coordination with the Finance Director shall implement a plan to restore fund balance to the goal level within thirty-six (36) months from the date of appropriation. The restoration plan shall be included in the annual budget until the goal level is reached.
- VII. Should the fund balance fall below goal levels resulting from a declared fiscal emergency, declared disaster emergency or to protect long-term fiscal security, and the restoration of fund balance cannot be completed within thirty-six (36) months without severe hardship to the City, the Council will establish an alternative restoration plan.

- 
- VIII. The Finance Director is authorized by Council to credit all revenue in excess of expenditures realized at the end of any fiscal year for the general fund that is not nonspendable, restricted, assigned, or committed to the unassigned fund balance.

SECTION 5. EXPENDITURE OF FUNDS

5.01 EXPENDITURE OF FUNDS

- I. Unassigned fund balance above the City’s goal should be considered, through the annual budget process, as a funding source for capital needs funded with pay-as-you-go capital. Appropriations outside the annual budget will generally be limited to:
  - (1) Expenditures to support or facilitate projects that generate new revenues or cost savings in excess of the investments within established periods.
  - (2) Interim partial year funding for new programs that are needed before the next fiscal year.
  - (3) Cost related to unanticipated workload in the current fiscal year that cannot be addressed with budgeted resources.
  - (4) Prudent supplemental funding for existing capital projects that require additional resources before the next fiscal year to fund unanticipated costs, avoid excessive delays, or improve service levels.
- II. If multiple categories of fund balance are available for expenditure, the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.
- III. Appropriation of unassigned fund balance exceeding the minimum funding levels may only be used at the discretion of the Council in dire financial circumstances to:
  - Provide resources to offset unforeseen revenue shortfalls in combination with expenditure reductions.
  - Fund emergency expenditures in a disaster.
  - One-time expenditures that are for the long-term financial benefit of the city.  
(i.e., refinancing at lower interest rates, capital outlay for items that appreciate in value)

**ADOPT – RESOLUTION AUTHORIZING THE ADVERTISEMENT OF OFFER TO PURCHASE CERTAIN SURPLUS REAL PROPERTY LOCATED NEAR 1054 EAST MAIN STREET**

**BACKGROUND AND FINDINGS:** The resolution begins the process for accepting Ray Johnson's offer of \$3,900 to purchase the property owned by the City located along a fence line located around 1054 East Main Street, enclosed in a fenced area. This does not encroach on our agreement with NC Wildlife.

By motion of Mayor Pro tem Fritz, seconded by Councilmember Tyre, Council adopted the Resolution authorizing the advertisement of an offer to purchase certain surplus real property generally located around 1054 East Main Street, enclosed in a fenced area for the sum of \$3,900.

VOTE:	YES	NO
Mayor Pro tem Fritz	X	
Councilmember Davis	X	
Councilmember Perreault	X	
Councilmember Horton	X	
Councilmember Tyre	X	

RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Washington ("City") desires to dispose of certain surplus real property of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

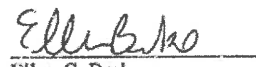
1. The following described real property, 0.04 acres enclosed in a fence adjacent to 1054 East Main Street, has been declared to be surplus to the needs of the City.
2. The City Council has received an offer to purchase the property described above for the sum of three thousand nine hundred dollars (\$3,900.00). Said offer, including additional terms, is available for public inspection in the office of the Purchasing Agent, 203 Grimes Road, Washington, NC 27889.
3. Any person desiring to submit an upset bid shall submit an upset bid within ten (10) days of the date the notice provided for herein is published. Any such upset bid shall raise the offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said offer or any subsequent upset bid. Any person making an upset bid and any subsequent upset bid must deposit with the Purchasing Agent a sum equal to five percent (5%) of the upset bid or any subsequent upset bid by cash or check.
4. The City Council proposes to accept said offer, subject to the amendments stated herein, unless a qualifying upset bid shall be made.
5. The Purchasing Agent shall cause a notice of such offer, subject to the amendments stated herein, to be published in accordance with North Carolina General Statute § 160A-269.
6. If a qualifying upset bid is received, the Purchasing Agent is directed to re-advertise the offer at the increased upset bid amount and to continue with this process until a ten (10) day period has passed without receipt of a subsequent qualifying upset bid.
8. Notwithstanding anything herein to the contrary, the City, in its discretion and without recourse from any individual making an offer or any subsequent qualifying upset bid (new offer), reserves the right to reject any and all offers as well as upset bids and to cancel this upset bid process at any time.

Adopted this 13<sup>th</sup> day of April, 2026.

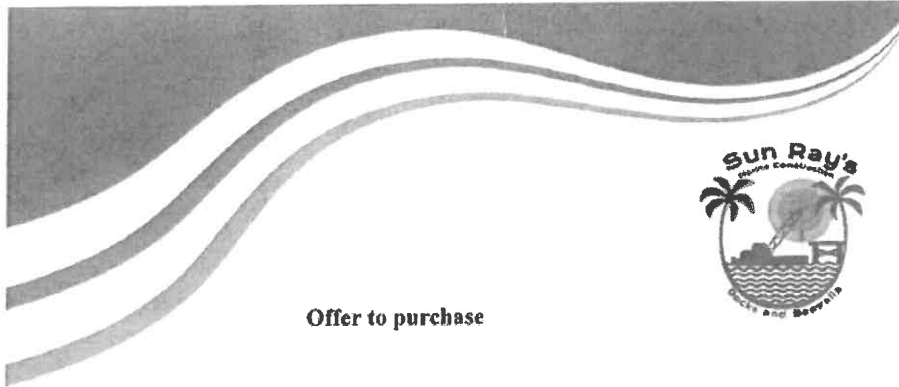
ATTEST:

  
Cynthia S. Bennett,  
City Clerk



  
Ellen C. Brabo,  
Mayor





**Offer to purchase**

Sun Ray's Marina LLC  
2147 Charlotte Hwy  
Mooresville NC 228117

City of Washington NC  
102 E Second Street  
Washington NC 27889

Dear City Council and Honorable Mayor, We hereby offer to purchase a certain small parcel of land currently owned by the City of Washington NC. This property is very small 0.04 acres (2,007.87 sq ft) and is currently enclosed in a fence next to property I am under contract to purchase at 1054 East Main Street, Washington NC. The purpose of this purchase is to obtain necessary parking for our proposed marina. The parking is required per Washington City zoning rules and regulations. The offer is as follows.....

Seller: City of Washington

Buyer: Sun Ray's Marina LLC

Property Description: 0.04 acres (2007.87 Sq ft) shown on survey attached to this document.

Offer price: \$3,900 cash

This offer is an attempt to comply with City of Washington's zoning rules and regulations regarding parking for the proposed marina. The subject property is not being used as parking for anyone due to the fact that it is located inside a locked fence that has been up since 1962. Argument could easily be made that property should be decded by adverse possession laws but this purchase may be a more amenable solution to get the marina up and running. Please contact Ray Johnson, owner of SunRay's Marina with any questions or concerns. 704.223.2217

Respectfully Yours, *Ray Johnson*



**(TENTATIVELY) AWARD –CONSTRUCTION OF WATER TREATMENT PLAN REHABILITATION PROJECT TO STATE UTILITY CONTRACTORS, PENDING APPROVAL OF REQUEST FOR ADDITIONAL FUNDING, AND APPROVE SUBSEQUENT PURCHASE ORDER**

**BACKGROUND AND FINDINGS:** City Council approved a resolution at the October 9, 2023 City Council meeting to accept funding from the Division of Water Infrastructure for the Water Treatment Plant Rehabilitation Project. A second bid opening was held on March 5, 2026. Two bids ranging from \$8,996,000 to \$13,815,400 were received for the project. State Utility Contractors had the lowest bid in the amount of \$8,996,000. This bid amount was \$3,814,910 above what was originally estimated for construction. The City has requested the additional funding through the Division of Water Infrastructure loan for a total amount of \$9,968,910 to be repaid at 1.76% interest. The construction contract is also subject to the review of the bid-award actions and approval by the funding agency, North Carolina Department of Environmental Quality, Division of Water Infrastructure and review of the bidder's safety information. Tammy Swindell stated this will be a 20-year loan, approximately \$596,000 per year. Beaufort County will pay part of that, and AMI will give us more revenue on this. Councilmember Davis discussed the city’s current debt.

Councilmember Tyre called for a point of order regarding the current discussion being held by Councilmember Davis regarding debt. Mayor Brabo said point not taken.

Councilmember Tyre wanted to poll Council on the point not taken. Vote appealing the decision of Mayor Brabo to not accept the point of order. Motion carried 3-2

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>		x
<b>Councilmember Davis</b>		x
<b>Councilmember Perreault</b>	x	
<b>Councilmember Horton</b>	x	
<b>Councilmember Tyre</b>	x	

Ms. Woolard stated this is a tentative award because DWI has to approve additional funding and the LGC has to approve as well. Councilmember Davis continued his discussion on debt and Councilmember Perreault called for point of order as Councilmember Davis was not supposed to continue discussion on debt, Mayor Brabo accepted the point of order.

By motion of Councilmember Perreault, seconded by Councilmember Tyre, Council tentatively awarded the construction of the Water Treatment Plant Rehabilitation Project to State Utility Contractors in the amount of \$8,996,000, pending approval of the request for additional funding, and approved the subsequent purchase order.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	x	
<b>Councilmember Davis</b>	x	
<b>Councilmember Perreault</b>	x	
<b>Councilmember Horton</b>	x	
<b>Councilmember Tyre</b>	x	

**CITY OF WASHINGTON  
TENTATIVE AWARD RESOLUTION**

WHEREAS, the City of Washington is in the process making improvements to its Water Treatment Plant by repairing and improving its infrastructure, and

WHEREAS, The City of Washington has applied for loan financing from the State of North Carolina for the rehabilitation project designated WIF-2049, and

WHEREAS, the scheduled bid opening was advertised and two bids were received by the City of Washington from State Utility Contractors and Morgan Contracting on March 5, 2026, 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 March 5, 2026, for making improvements to its Water Treatment Plant by rehabilitating existing softeners, filters and waste holding basin and constructing an additional waste holding basin.

THAT, a construction contract be tentatively awarded to the bidder, State Utility Contractors, for the Bid amount of \$8,996,000, 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, the Local Government Commission, and review of the bidder's safety information.

Adopted this the 13th day of April, 2026 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.

  
Ellen Brabo, Mayor

Attest:

  
Cynthia S. Bennett, City Clerk  
(SEAL)



**ADOPT – RESOLUTION TO ACCEPT GRANT ASSISTANCE FROM NC DEPT. OF COMMERCE FOR STREETScape PHASE 2 ENGINEERING AND CONSTRUCTION AWARD NO: SA-0435 - table**

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council tabled this item.

VOTE:	YES	NO
Mayor Pro tem Fritz	X	
Councilmember Davis	X	
Councilmember Perreault	X	
Councilmember Horton	X	
Councilmember Tyre	X	

**ADOPT – BUDGET AND GRANT PROJECT ORDINANCE FOR STREETScape PHASE 2 ENGINEERING & CONSTRUCTION**

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council tabled this item.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

**PRESENTATION – FY 26-27 BUDGET**

Tammy Swindell presented the FY 26-27 proposed budget to Council. Council has been provided the Interim City Manager’s proposed budget for FY 26/27. This budget reflects many hours of work across all city departments, grounded in ensuring to meet the needs of the city, the departments, and our citizens. The financial realities can be challenging, as revenues remain steady, but not unlimited, and we continue to face rising cost in every category. This budget uses fund balance responsibly, as FB has been appropriated for capital, and positions the city to continue operations without compromising financial health. Please take this budget and review it over the next 2 weeks. After a week into your review, I respectfully request that you provide any questions you may have and would like to be addressed during the council budget sessions beginning the week of 4-27. This gives staff time to research and adequately prepare to address your concerns and needs during the sessions. We look forward to working with you through the major parts of the budget and answering your questions.

Councilmember Perrault stated the interim City Manager did not present a budget with a tax decrease as he was instructed.

City Manager Rorie stated Mr. Roberson’s proposed budget has a tax rate of 48.5 cent, every penny is \$150,000 in revenue. For every one penny on a two-hundred-thousand-dollar home is \$20 per year. The current proposed tax rate of 48.5 cent to Council’s desired rate of 37.5 cent is an 11 cent tax reduction. This equates to \$1.5million. Where are you coming up with this money: personnel, operations or capital? Councilmember Davis asked if there is a proposed electric rate increase and Ms. Swindell stated, yes.

**DISCUSSION – STRATEGIC WORK SESSION SCHEDULING {PERREAULT}**

Councilmember Perrault suggested a strategic planning session be scheduled after budget workshops.

**DISCUSSION –IT REVIEW {PERREAULT}** (item removed)

**DISCUSSION – PLAN/POLICY REVIEW {PERREAULT}** (item removed)

**DISCUSSION – COUNCIL LIAISON REVIEW{PERREAULT}**

Councilmember Perreault discussed the recent assignment of Council liaisons, most specifically the assignment of Councilmember Davis as the Recreation Advisory liaison. He is requesting the removal of Councilmember Davis from that board as he fears the RAC would be reluctant to meet as Councilmember Davis does not have the best interest in mind for the Recreation Department. He is formally asking Mayor Brabo to make a decision. Councilmember Davis stated he’s spent his life in athletics and loves recreation. Discussion was held regarding unpaid fees by Councilmember Davis. Mayor Brabo asked if the Council could self appoint a liaison instead of the Mayor. Councilmember Perrault stated the Mayor needs to appoint the liaison.

A motion was made by Councilmember Perrault to remove Councilmember Davis as the Recreation Advisory Commission liaison, the motion was seconded by Councilmember Tyre. Discussion. Motion carried 3-2.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>		x
<b>Councilmember Davis</b>		x
<b>Councilmember Perreault</b>	x	
<b>Councilmember Horton</b>	x	
<b>Councilmember Tyre</b>	x	

Councilmember Tyre discussed the goals of the Human Relations Council and feels Councilmember Davis is an inappropriate liaison for this board.

By motion of Councilmember Tyre, seconded by Councilmember Perrault to remove Councilmember Davis as the Human Relations Council liaison. Discussion. Motion carried 3-2.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>		x
<b>Councilmember Davis</b>		x
<b>Councilmember Perreault</b>	x	
<b>Councilmember Horton</b>	x	
<b>Councilmember Tyre</b>	x	

Councilmember Tyre suggested taking a step back from appointing liaisons to the remaining boards until the pending litigation is complete. The TDA is the only board where our liaisons have a vote.

Councilmember Perrault made a motion to appoint Councilmember Tyre as the liaison to the Human Relations Council. The motion was seconded by Councilmember Horton. Discussion. Councilmember Tyre does not want to be appointed at this time. Motion fails. 2-3.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>		x
<b>Councilmember Davis</b>	x	
<b>Councilmember Perreault</b>		X

<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>		<b>x</b>

**RATIFY – ABILENE CHRISTIAN UNIVERSITY MEMORANDUM OF UNDERSTANDING** (from consent agenda)

Councilmember Perrault discussed specifics of the MOU. By motion of Councilmember Perreault, seconded by Councilmember Horton, Council tabled ratifying the signing of the Abilene Christine University Memorandum of Understanding. Motion carried.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

**DECLARE SURPLUS/AUTHORIZE – SALE OF VEHICLE #604 INTERNATIONAL 7300SBA BUCKET TRUCK THROUGH ELECTRONIC AUCTION USING AUCTIONS INTERNATIONAL** (from consent agenda)

Councilmember Perreault asked if we have an agreement where we can trade in vehicles with a fleet provider and Ms. Swindell stated not at this time.

**BACKGROUND AND FINDINGS:**

The purpose of the Council Action is to declare surplus the following vehicle and authorize the sale of the vehicle listed through electronic auction using Auctions International.

<u>Vehicle #</u>	<u>Make/Model</u>	<u>Department</u>	<u>VIN #</u>	<u>Odometer Reading</u>
604	International 7300SBA Bucket Truck	Electric	1HTZZAAR7DH177235	42, 422

By motion of Councilmember Perreault, seconded by Councilmember Tyre, Council declared surplus and authorized the sale of the following vehicle through electronic auction using Auctions International.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>	<b>x</b>	
<b>Councilmember Tyre</b>	<b>x</b>	

**ANY OTHER ITEMS FROM CITY MANAGER:**

\*Budget Workshops Scheduled as Needed for the Week of April 27, 2026 \*Beginning at 1:30pm on 4-27-26

\*Work session April 22<sup>nd</sup> at 11:00am

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS  
OF COUNCIL:**

Councilmember Perrault discussed recusals and conflicts of interest. He noted Councilmember Davis asked the Historic Preservation Commission to have his property designated as an official historic landmark. This would award him a 50% reduction in taxes. He feels it's inappropriate for a Council member to put this forward as it puts our boards and staff in an awkward position, there is also a financial gain for him.

Councilmember Tyre discussed incorrect information that was dispersed regarding the appointment of Mr. Rorie. Council followed the proper procedure, a consensus by Council allows the city to start moving forward. NCGS 143-318.11(c) no binding action may be taken in closed session, final action must be taken in open session. There was no intentional effort to withhold information from the public. There was no 3-2 vote inside closed session. There was a consensus of council. Discussion was held regarding violations of the confidentiality of closed sessions. Mr. Holscher stated there is no way to muzzle Council members. Council can approve a vote of no confidence, censure a member or perform an amotion to attempt to have a board member removed from their seat.

Mayor Pro tem Fritz stated we met and reviewed many applications for a manager and interviewed several. We were all very impressed with Jon Rorie, we extended an offer and he accepted and signed the contract. Council then officially approves/ratifies what was done in open session.

**CLOSED SESSION: UNDER NCGS 143-318.11 (A)(6) PERSONNEL (A)(3)  
ATTORNEY/CLIENT PRIVILEGE, BRABO V. CITY, U.S. DISTRICT COURT,  
EASTERN DISTRICT OF NORTH CAROLINA 4:25-CV-00207-D-BM**

By motion of Councilmember Perrault, seconded by Councilmember Tyre, Council made a motion to enter into closed session under NCGS 143-318.11 (A)(6)Personnel and (A)(3) Attorney/Client Privilege. All in favor.

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

Council thanked Bobby Roberson for the service he performed as Interim City Manager, bridging the gap between the old and the new. By motion of Mayor Pro tem Fritz, seconded by Councilmember Perrault, effective this Friday, we will no longer require the services of Mr. Roberson as we have Jon Rorie in place. We wish Mr. Roberson well. All in favor.

By motion of Councilmember Perrault, seconded by Councilmember Horton, Council made a motion to enter into closed session under NCGS 143-318.11 (A)(3) Attorney/Client Privilege BRABO V. CITY, U.S. DISTRICT COURT, EASTERN DISTRICT OF NORTH CAROLINA 4:25-CV-00207-D-BM. Mayor Brabo was recused from this portion of the closed session. All in favor.

By motion of Mayor Pro tem Fritz, seconded by Councilmember Perreault, Council returned to open session. All in favor.

**ADJOURN:**

By motion of Councilmember Tyre, seconded by Councilmember Perreault, Council adjourned the meeting until April 22, 2026 at 11:00am.

(Subject to approval of City Council)

s/Cynthia S. Bennett, MMC  
City Clerk

The Washington City Council met in a work session on Thursday, May 28, 2026 at 11:00am at the Washington Police Department Community Room. Present: Ellen Brabo, Mayor; Anthony Tyre, Councilmember; Max Perreault, Councilmember; and Antwan Horton, Councilmember Also present, Jon Rorie, City Manager and Cynthia Sullivan Bennett, City Clerk. Councilmember Joe Davis was absent.

**MEETING OVERVIEW – JON RORIE**

**PUBLIC WORKS – HOPE WOOLARD & ADAM WATERS**



## Medical District Stormwater Drainage Project

The City was awarded \$3,030,000 from the Golden Leaf Foundation in August of 2020. Rivers & Associates designed the project and it was put out for bid. There was a bid opening held on July 14, 2022 with only one bid received, so it was re-advertised with a new bid opening of July 28, 2022. Only one bid was received for construction at \$10.8 Million. At this time it was decided to remove a portion of the project that would be completed through the 15<sup>th</sup> St project. The City applied for funding through DWI to offset the additional \$4 Million and we received notice in early 2023 that no additional funding would be received. The scope of the work was reduced and approved by GLF and a bid opening was held on October 17, 2023, only one bid was received, so it was re-advertised with a new bid opening of November 2, 2023. Two bids were received with BE Singleton being the lowest at \$5,623,826. This left a difference of approximately \$3,371,000 needed to fund the entire project. The difference was funded through a loan of \$1.7 Million and money from City funds made up the difference. The City was recently received an additional \$1 Million from GLF.



The Project started construction in July of 2025 and is scheduled to be completed in July of 2026

### Scope of Work

- Phase 1 – Completed - involved the area crossing John Small Avenue between Charlotte and Pennsylvania Ave. This phase included the removal of a single 54-inch concrete pipe and replacing it with a Dual 9 ft x 4 ft Box Culvert .
- Phase 2 – consists of installing Dual 8 ft x 3.5 ft Box Culverts down 11<sup>th</sup> Street between Highland Drive and Brown St. There are currently no drainage pipes along this section of 11<sup>th</sup> St. The 8' water line on 11<sup>th</sup> St between Highland & Brown was also replaced.
- Phase 3 – This phase includes the removal of 15-inch pipe and the installation of Dual 8 ft x 3.5 ft Box Culverts along Brown St from 11<sup>th</sup> St halfway to 12<sup>th</sup> St. This includes the intersection of 11<sup>th</sup> & Brown St. This Box culvert will intersect with the Ditch on Brown St halfway down the block.

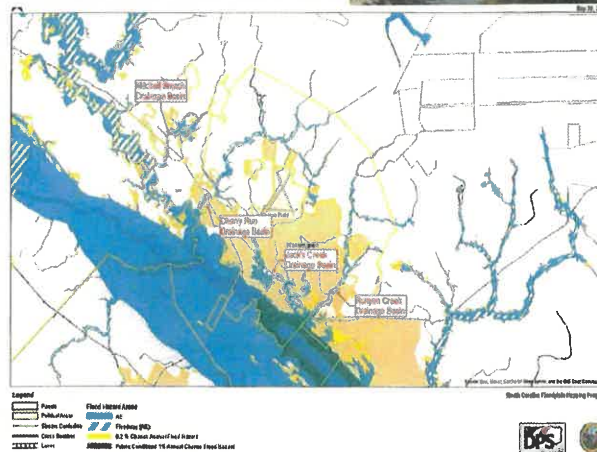
## Stormwater Asset and Inventory Assessment

The City has been compiling a GIS database of the system based on previously completed evaluations for certain sub-basins, record drawing information from past projects and stormwater infrastructure maps created for the original stormwater system. The earliest system drawings was created in 1965. Based upon the existing information there has been approximately 2,450 stormwater structures identified in the system, not including open ditches and streams. The Assessment will update and add attribute information to the existing GIS database to improve mapping of the system, perform an assessment of the condition of existing stormwater infrastructure, and create an Asset Management Plan for the Stormwater System. It will be used to update and prioritize future projects for improvements to the City's stormwater infrastructure



Approximately 98% Completed

The City received a Grant in the amount of \$400,000 from the Division of Water Infrastructure

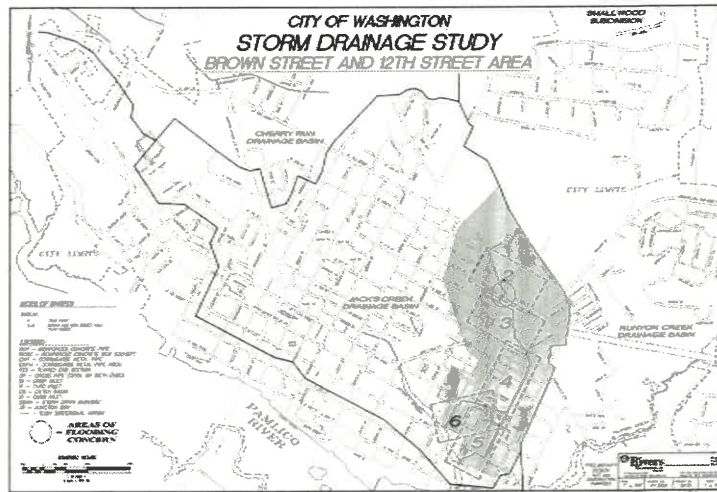


## Simmons Street Drainage Improvements

The Brown and 12<sup>th</sup> Street (Simmons Street) sub-basin comprises approximately 1/3 of the overall Jack's Creek Drainage Basin. This project will improve the existing drainage system to mitigate the current flooding issues in this area by upgrading the drainage system along Simmons Street to Jack's Creek. It will replace approximately 1,200 linear feet of deteriorated and undersized piping and associated inlet structures with larger box culverts.

The topographic survey of the corridor and base mapping has been completed. Rivers and Associates is currently working on the Preliminary Design, along with the Engineering Report/Environmental Information Documents. Project is around 50% complete.

The City received a Planning Grant in the amount of \$390,000 from the Division of Water Infrastructure



## Jacks Creek Automated Screens

The Jack's Creek watershed serves approximately 50% of the City's population, draining approximately 1,517 acres. In 2010 larger pumps were installed at the pump station but funding did not allow for automated screens. Currently City staff physically have to remove accumulated debris from the manual bar screens on a routine basis, as well as during and following heavy rain events. This poses safety concerns, as the workers have fallen from the raft into the water several times. The project design will include two dual automated flex rake screens at the pump station, each approximately 10 ft wide and 14 ft deep. The automated screens can operate continuously without the need for staff to be onsite, specifically during storms and heavy rain events. This will improve the ability of the pump station to operate more efficiently, reducing the potential for blinding of the existing manual bar screens and damaging the pumps.

The Survey work has been completed, currently working on the base map and coordinating the geotechnical evaluation

The City received a Stormwater Planning Grant in the amount of \$365,000 from the Division of Water Infrastructure



## Water Treatment Plant Emergency Generator Project

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In November 2021 the City was awarded a loan to install a backup emergency generator to fully power the facility during power loss. This project added an additional 550K Generator with ATS.

Generator has been installed and we are currently working with the funding agency to close out this project.

The total cost of the project was approximately \$550,000. The City was approved for a Loan (0.13% interest) in the amount of \$409,160 from the Division of Water Infrastructure. The loan had a principle forgiveness amount of \$102,290, so the total loan amount will be \$306,870.



## Elevated Tanks

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We are currently in the process of replacing the 12" Altitude Valves (Check Valves) on Third Street Elevated Tank and Slatestone Elevated Tank.

The original Altitude Valves were installed in 1990's and their job is to manage the tank levels, allowing the tanks to fill when they are low and closing when they reach a maximum set point to prevent them from overflowing. The current altitude valves have failed.

The total cost of the project is around \$100,000. We have completed installation of the altitude valve at Third Street tank and are currently working on Slatestone tank.



## Water Treatment Plant Rehabilitation Project

The purpose of this project is to replace existing media in 8 greensand filters, replace zeolite resin in 8 softeners, rehabilitate softener and filter vessels, replace existing valve actuators on the primary equipment, rehabilitate one Waste Holding Basin and build a new Wastewater Holding Basin.

The City was approved for a loan for this project in 2023. This project was advertised for bid twice, with final bids received on March 5, 2026. With the two bids ranging from \$8,996,000 to \$13,815,400. State Utility Contractors had the lowest bid in the amount of \$8,996,000. This bid amount was \$3,814,910 above what was originally estimated for construction. The City requested additional funding from DWI on March 25, 2026. DWI and the LGC approved the request in May of 2026.

City will be issuing a NTP for this project soon

The City was approved for a Loan (1.76% interest) in the amount of \$9,969,000 from the Division of Water Infrastructure.



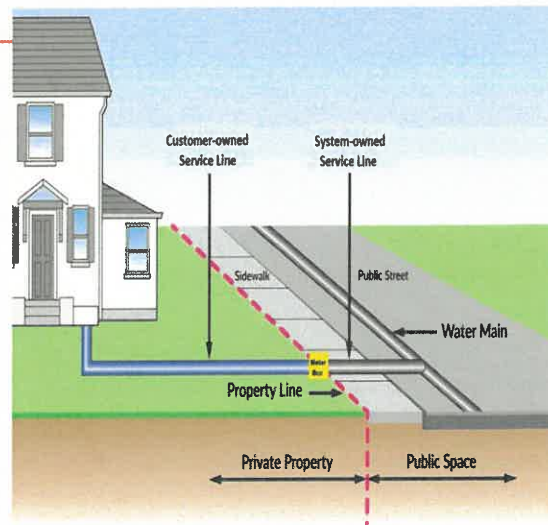
## Lead Service Line Inventory

As part of the Lead and Copper Rule Revisions in 2021, EPA required that all community water systems develop an inventory of all service line connections, both system- owned and customer-owned and identify the potential for the presence of lead within each service line.

The water system for the City was installed in the early 1900's and although some portions of the City have PVC lines, the bulk of the service area still contains service lines installed prior to the banning of the lead service materials in 1987. This project is evaluating the existing water connections for the City customers to determine the potential for lead service lines at the approximately 4,300 existing residential connections.

Customers with galvanized service lines and unknown service line materials will be receiving written notices annually until the galvanized materials are replaced or until the materials are identified. So far we have identified approximately 300 galvanized, and 700 unknowns with those being in sidewalks, concrete or having extreme roots (approximately 100 of those could not be located)

The City received a Loan in the amount of \$460,000 from the Division of Water Infrastructure - \$414,000 Principle Forgiveness



### AMI Project

The Empower Washington project will upgrade existing utility meters (Approximately 6300 water meters) with Advanced Metering Infrastructure (AMI) technology. These new meters securely and wirelessly send usage information, reducing the need for personnel to come out or drive by to collect readings from the meter. This means we'll be able to detect and resolve issues such as leaks or outages faster, so we can serve our customers better.

This project will give customers more control and transparency over their usage, enabling faster service resolution for issues such as leaks and outages while also helping support sustainability goals. AMI technology also positions the city to offer enhanced customer tools in the future, including usage insights, service notifications, and a variety of self-service options.

Meter upgrades will occur in phases over the next few years, beginning with a smaller phase 1 and gradually expanding throughout the city. Installation for the water meters will hopefully start this fall. Customers will receive advance notice before any installation at your home.

The approximate cost for the water meter portion of this project is \$3.2 Million, with \$3 Million coming from a loan and the remaining \$200,000 from the Water Fund.



### Cherry Run Pump Station/5<sup>th</sup> Street Force Main Project

The project will replace existing aged force mains experiencing reduced capacity and ruptures, resulting in SSO's (Sanitary Sewer Overflows) and rehabilitate the existing Cherry Run Pump Station, which is experiencing pumping capacity issues. Approximately 2,200 LF of existing 12-inch cast iron force main and 4,00 LF of existing 8-inch cast iron and asbestos cement force main with new PVC force main of the same size. The pump station was built in 1982 with a permit capacity of 200 gpm. Drawdown testing was done in 2018 with the Wastewater Asset Management Plan which revealed that the pumps were only pumping an average of 100 gpm. The project will install new pumps to regain original capacity.

The Notice to Proceed was issued on May 18<sup>th</sup> 2026 and this project should be completed in February of 2027

The City received a Pre-Construction Planning Grant in the amount of \$250,000 from the Division of Water Infrastructure for the design of the project and Loan at 2.04% interest for the construction phase of this project.



## Wastewater Treatment Plant Expansion

The WWTP has experienced increasing flows. The plant is currently rated at an average of 3.65 million gallons per day (MGD). The City has and continues to make efforts to reduce infiltration and inflow (I&I) within the Collection System, with various sewer rehabilitation projects completed to line existing gravity sewer piping in place pipe (CIPP) liner and line existing manholes. Recent projects completed were the lining of the Runyon Creek Outfall line (which was an area identified to have significant I&I) and also repairs done by the 5<sup>th</sup> & Reppes Pump Station.

This project will increase capacity to 4.95 MGD, in addition to converting the existing aeration basin and Oxidation Ditch #1 to a Biological Nutrient Removal (BNR) process, which will improve the effluent water quality discharged from the WWTP into the Tar River.

Preliminary design is evaluating alternatives for existing oxidation ditch and options for future solids handling. The CORMIX analysis of the discharge has been completed and a draft report for review has been received from GMA. Project is around 75% complete.

The City received a Pre-Construction Planning Grant in the amount of \$400,000 from the Division of Water Infrastructure.



## Living Shoreline and Levee at the Wastewater Treatment Plant

This project will construct a living shoreline and flood proofing measures to protect the Wastewater Treatment Plant (WWTP). The shoreline has erosion issues and is migrating back towards the WWTP. The facility is at high risk of flooding and has flooded in past storms.

The City was awarded a grant in the amount of \$500,000 from the NC Resilient Coastal Communities Program (administered by DEQ's Division of Coastal Management) to complete the engineering and design work.

The design of this project should be completed in July 2026.



## Town of Bath

---

The Town of Bath received grant money for a regionalization project for conveyance of wastewater from the Town of Bath to the City of Washington’s WWTP via a new force main that connects into an existing pump station at BCCC. It also includes a new pump station in Bath and upgrades to two existing City pump stations – Pennsylvania and Haven (increasing pump capacity – 6”-8” pumps) and BCCC (increasing pump capacity 3’-4” pumps). Bath’s contract capacity is 40,000 gpd.

This project is scheduled to be completed around July 2026. There will be a 1 year warranty period and after that period is over the City will take over the maintenance of the new pump station and force main.



## Development Projects

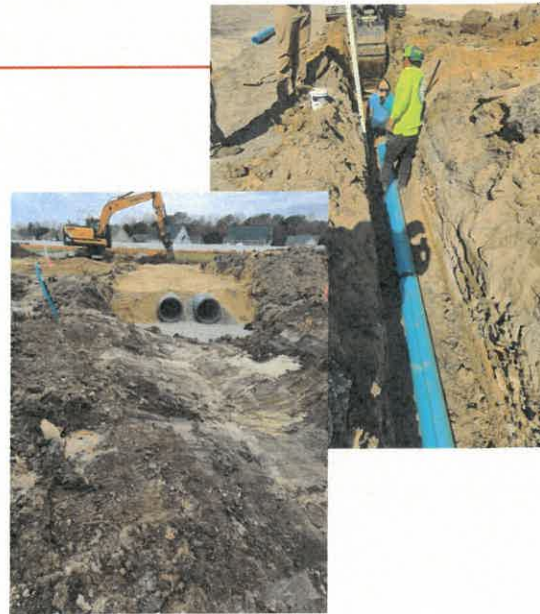
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Northgate Lots 180-202 (23 Homes)

Maple Branch Phase II – (92 Homes)

Maple Valley – (183 Homes)

Gateway Way Apartments -- (60 Units)



**ELECTRIC UTILITIES – SHANE LEWIS**

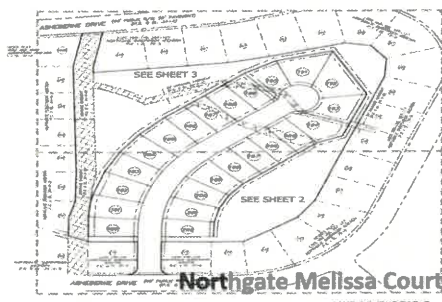


**Transmission and Distribution**

The title "Transmission and Distribution" is written in a large, bold, orange font. The background of the banner is a dark, aerial view of a power line network.

- Gatewood Way Apartment Complex
- Camp Leach Road Bridge
- Pamlico Village
- Maple Valley
- Airport Hangars
- 15<sup>th</sup> Street
- Leadership Training for 2 Linemen
- Brown St/Power Line Relocation
- Bath Pumping Station
- Change out Flanders Filters Transformer





## T&D Current and Future Project



- ❖ Energize the T5 Transformer and Regulators
- ❖ Installed fiber optic communication hub for Main T5
- ❖ Replaced B phase regulator in 5<sup>th</sup> Street bay
- ❖ Replaced ASCO Control AC transfer switch to RONK meter-rite
- ❖ Upgraded 485-wire communications with multi strand regulator controllers
- ❖ Replaced all 3 single phase 333/437 regulators in 2<sup>nd</sup> Street bay
- ❖ Upgraded 2<sup>nd</sup> Street Relay control to SEL-651RA Recloser control
- ❖ Upgraded Beckwith 2000-C controllers to SEL-2431 regulator controllers
- ❖ RWTP Peak Shave Generator Upgrade
- ❖ Electric and Water RTAC upgrade for the SCADA Switch over
- ❖ T5 RTAC install
- ❖ 3<sup>rd</sup> Street SEL 2411P RTU Retrofit
- ❖ 5<sup>th</sup> and Respass 3505 RTAC RTU Retrofit



**Substation/SCADA Upgrades**

AC Transfer Switch	Main Substation	replaced ASCO Control AC transfer switch to RONK meter-rite AC transfer switch
T5 Fiber Optic Communication	Main T5	installed fiber optic communications hub for Main T5 control communications
2nd Street Fiber Optic Upgrade	Main Substation	upgraded 485-wire communications with multistrand fiber optic
2nd Street 2431 Regulator Controls	Main Substation	upgraded 2000-C Beckwith controllers to SEL-2431 regulator controllers
2nd Street Regulators	Main Substation	replaced all three single phase 333/437 regulators in 2nd Street bay
2nd Street 651RA	Main Substation	upgraded control cabinet from ABB PCD 2000 to SEL-651RA recloser control
5th Street B Phase Regulator	Main Substation	replaced the B phase regulator in 5th Street bay




## RWTP Peak Shave Generator Replacement

- Generator V12 CAT total overhaul.
- RWTP Generator saves the City on average \$20k a month on the electric wholesale cost.
- Once this engine is rebuilt we will pull the existing engine at RWTP.
- The engine is in the final stages of assembly.
- The original plan was to place this unit at a substation.



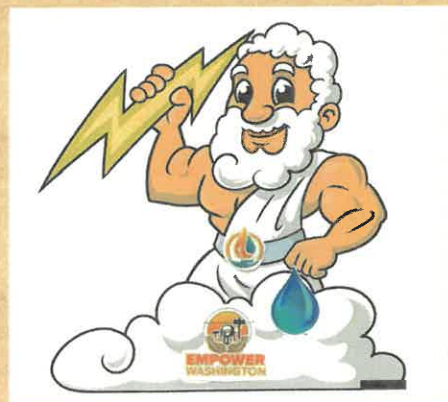
## Automated Metering

- Sensus collectors have been installed and powered up
- Water meters are here and currently awaiting installation
  - Working with Sensus and Concord to start installing water meters
- Electric's first article meters are in and being prepped for production
- Change out of A-base meters to socket type continues
- Tyler and Ferguson working towards integration

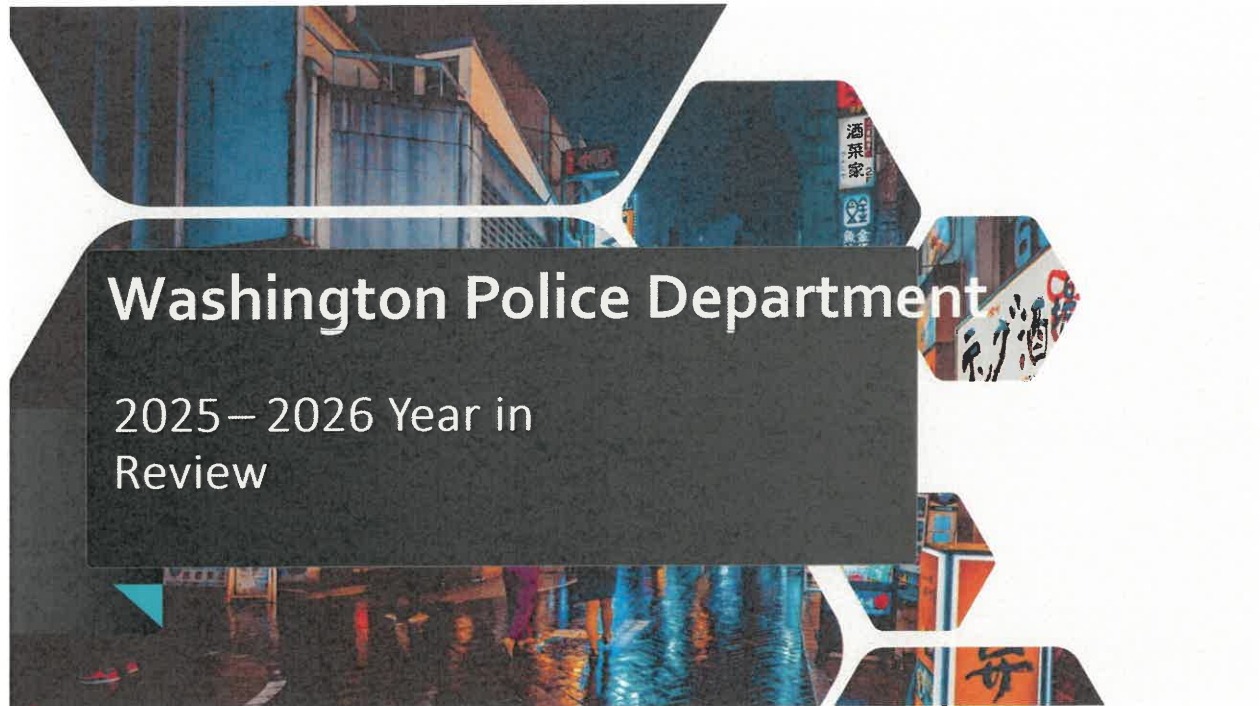


## Electric Meter Services

- AMI Meter Infrastructure
- A-Base change out to socket type
- Eastern PT/CT 3 Phase Service
- ITRON Mobile Readers switch over
- Meter reader cross training



**POLICE – PHIL ROLLINSON**

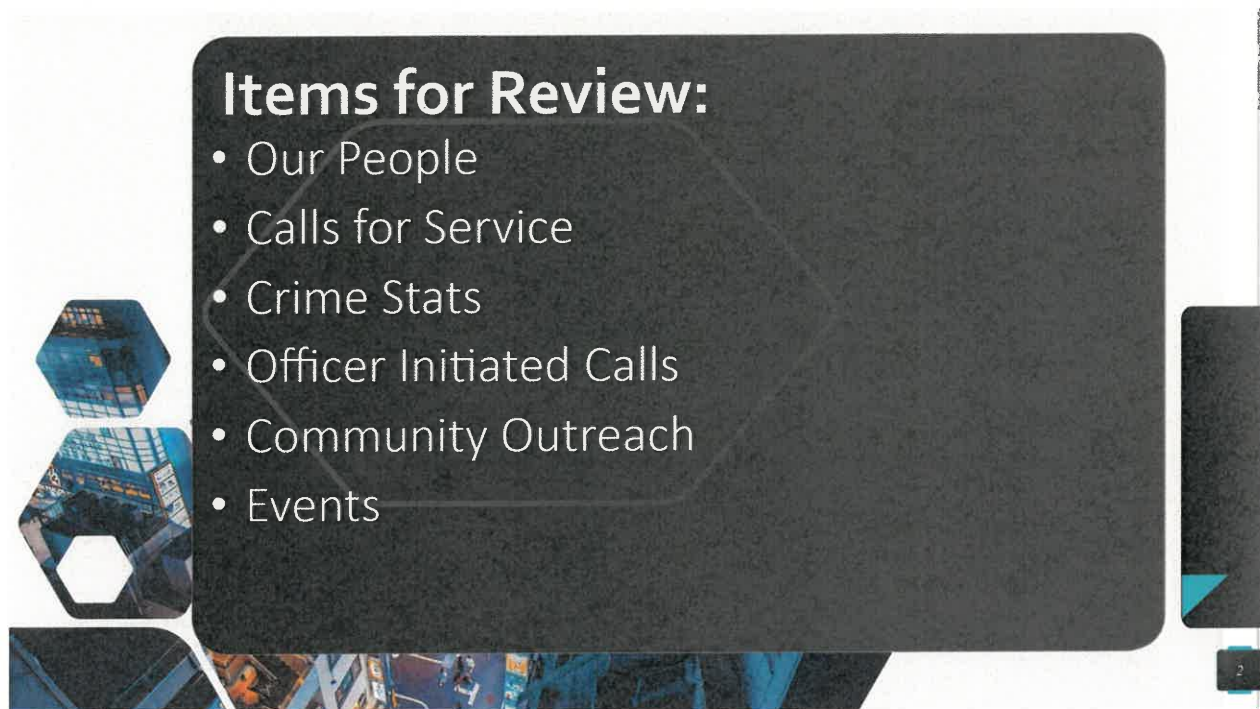


# Washington Police Department

2025 – 2026 Year in Review

## Items for Review:

- Our People
- Calls for Service
- Crime Stats
- Officer Initiated Calls
- Community Outreach
- Events



## Our People:

- Washington Police Department is comprised of the following:
- 27 Sworn Officers in Patrol Division
- 5 Detectives
- 2 Captains
- 6 Telecommunicators
- 3 Non-Sworn staff (Office Manager, Evidence Tech and Records Manager).

## Calls For Service 2025:

- 911 Calls: 1,391
- Non-Emergency Line Calls: 7,710 (often result in a call for an officer response or are emergency calls)
- Officer Initiated Calls: 11,582
- Reports Completed: 1,302

## Calls For Service 2025:

- Average Calls Per Patrol Officer During the reporting period: 404
- 134 Calls Per Month per officer
- Average time spent per call: 29 minutes
- 65 total hours per month

5

## Crime Statistics<sup>1st</sup> Quarter 2025

- Murder: 1
- Rape: 2
- Robbery: 3
- Agg. Assault: 5
- Bruglary or B/E: 6
- Larceny: 56
- Assault: 31
- Arson: 0
- M/V Theft: 3

6

## Crime Statistics<sup>st</sup> Quarter 2026

- Murder: 0
- Rape: 0
- Robbery: 1
- Agg. Assault: 13 (only 1 still active)c
- Burglary or B/E: 8
- Larceny: 51
- Assault: 28
- Arson: 1 (ProtoTech)
- M/V Theft: 2

## Enforcement 2025:

- Arrests:
- Felony: 182 arrests 493 total charges
- Misdemeanor: 569 arrests 887 total charges
- Citations: 1,506
- Warning Citations: 1,791
- City Code Citations: 181

## Enforcement<sup>1</sup> Quarter 2025:

- Citations: 301
- DWI Arrests: 6
- Drug Arrests: 21
- Weapons Law Violation: 5
- Weapons Seized: 6

9

## Enforcement<sup>1</sup> Quarter 2026:

- Citations: 576
- DWI Arrests: 11
- Drug Arrests: 25
- Weapons Law Violation: 10
- Weapons Seized: 5
  
- May 2026: 9 firearms seized

10

## Officer Initiated Contacts / Calls:

- Traffic Stops: 3,387
- Foot Patrols: 2,774
- Business Checks: 3,821
- Citizen Assist: 179

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## Community Outreach and Events

- Juneteenth Celebration
- Summer Festival
- National Night Out Against Crime
- Christmas Parade
- Multiple Downtown events

12

## Community Outreach and Events

- Senior Well Check Program 60 -70 calls per week to our Seniors in the program
- Extraordinary Sports
- Lunch Buddies Beaufort County Schools
- Ruth’s House Petals on the Pamlico Memorial
- Officers involved on numerous boards and civil organizations

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## Current Projects Washington Police Dept.

- Implementation of Camera and LPR technology in the city (research phase)
- Update of Investigation’s Division digital capabilities (On-Going)
- Further engagement with LE partners regarding gang prevention, intervention and suppression (Initial Phases)
- Increased use of Digital Forensics and open source intelligence collection (On-going)
- Internet Crimes Against Children Task Force (Initial implementation)
- Policy and Personnel Management systems (Research)

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## Current Projects Washington Police Dept.

- Upgrade of RMS and other software for integration of crime mapping
  - Hot Spot Identification
  - Micro Hot Spots
  - Crime Trends and predictive policing
- Re-establishing prior working relationships and state and federal law enforcement partners
- Focused Deterrence / Pulling Levels crime reduction strategies
- Strategic Training / mentorship at the department level for holistic crime prevention approaches.

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## Washington Police Department Outreach



16

# Washington Police Department Outreach



## FIRE-RESCUE-EMS – JOHNATHAN HARDIN



*City of Washington*  
*Department of Fire Rescue-EMS*  
*Dedicated to serve, Trained to Save*





*City of Washington*  
*Department of Fire Rescue-EMS*  
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**Assistance to Firefighters Grant**

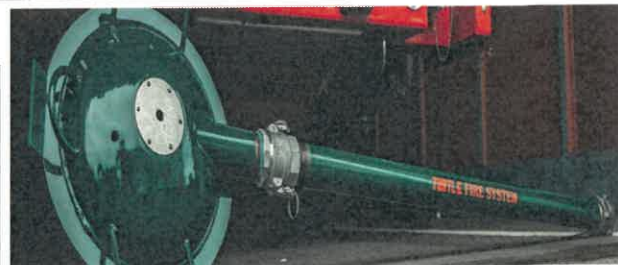
**2025 (\$189,350)**

Replacing  
aging fire  
hose.  
70,80,90



*City of Washington*  
*Department of Fire Rescue-EMS*  
*Dedicated to serve, Trained to Save*

**Assistance to Firefighters Grant**



Turtle Nozzles  
for E/V Fires



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*Department of Fire Rescue-EMS*  
*Dedicated to serve, Trained to Save*

**Assistance to Firefighters Grant**

Updating  
appliances.



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**Repainting Some Interior Walls at Station-1**





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**Installing Skid Unit on Squad-2**



Will give our department the ability to handle “off road” fire and rescue emergencies.



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*Department of Fire Rescue-EMS*  
*Dedicated to serve, Trained to Save*

**Fire Prevention / Code Enforcement**

- Beaufort PK-3
- STEM Center
- Airport North GA
- Gatewood Apartments 60 Units





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*Department of Fire Rescue-EMS*  
*Dedicated to serve, Trained to Save*

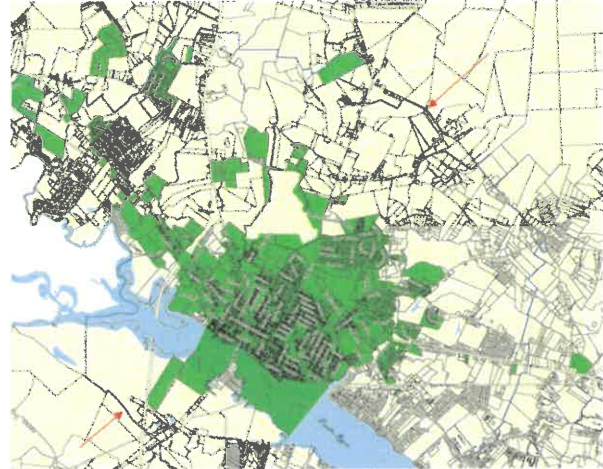
**Fire Prevention / Code Enforcement**

- Extra-Territorial Jurisdiction (ETJ) Issues.
  - Businesses in the ETJ usually take issue with the City of Washington's inspection practices.
  - Creates a lot of jurisdictional confusion.
  - Spend a lot of time outside of the corporate city limits dealing with issues.



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ETJ extends 1 mile past the corporate City limits.



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*Department of Fire Rescue-EMS*  
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**Fire Prevention / Code Enforcement**

- Yearly Maintenance Inspections
  - 3-Year Business
  - 2-Year Industrial
  - 1-Year Assemblies over 100-OL and Residential ( Common Areas Only)



*City of Washington*  
*Department of Fire Rescue-EMS*  
 Dedicated to serve, Trained to Save

**Developing Long Term Vehicle Replacement Plan**

2011	Ford		Fusion	93215			Car		Admin.- City Hall
2001	Chevrolet		Astro Van	05399			Van		Airport
2023	Ford		F-250	06186			Truck		Airport
2015	Ford		F-150	31060			Truck		Airport
2019	Ford		F-250	85799			Truck		Build. & Grounds
2015	Ford		F-350	63948			Truck		Build. & Grounds
2016	Ford		F-150	05672			Truck		Cemetery
2013	Ford		F-350	09745			Truck		Cemetery
2019	Ford		F-150	21636			Truck		Cemetery
2013	Ford		F-150	95936			Truck		Electric
1985	Reid		Tension Trailer	09918			Trailer		Electric
2014	IHC		Ateco A72-T Bucket Truck	72469		*	Bucket Truck		Electric
1964	Trailer		Baker Trailer	04866			Trailer		Electric
1988	Trailer		Brown Trailer	00570			Trailer		Electric
1986	Hurst		9 Ton Overwheel	07111			Trailer		Electric
2007	Proline		Trailer	00020			Trailer		Electric
2006	Proline		Trailer	00002			Trailer		Electric
2016	Ford		F-650	04207		*	Truck		Electric
2018	Chevrolet		Silverado	67238			Truck		Electric
2016	Freightliner		M2106	D5918		*			Electric
1987	Unknown		Puller Tensioner Trailer	6597			Trailer		Electric
2017	Ford		X5H9	87830		*			Electric



*City of Washington*  
*Department of Fire Rescue-EMS*  
 Dedicated to serve, Trained to Save

**Developing Long Term Vehicle Replacement Plan**

- Each department will have a comprehensive plan for vehicle / equipment replacement including the associated costs.
- Allows for predictable budgeting over time.
- Optimizes asset life and resale values.



*City of Washington*  
*Department of Fire Rescue-EMS*  
*Dedicated to serve, Trained to Save*

## QUESTIONS ?

### **RECREATION – KRISTI ROBERSON**

**(due to time constraints this item was not presented)**

Mr. Rorie noted the recreation fees were being restructured.

### **HUMAN RESOURCES – NICOLE WILLIAMS**

**(due to time constraints this item was not presented)**

Mr. Rorie explained the Personnel Policy was under review.

### **STRATEGIC PLANNING SESSION – JON RORIE**

A strategic planning session was scheduled for June 17<sup>th</sup> at 5:30pm at the Civic Center. Each Council member will invite two citizens to participate in the session.

### **ADJOURN:**

The meeting was adjourned until June 8, 2026 at 5:30pm in the City Council Chambers.

(Subject to approval of City Council)

s/Cynthia S. Bennett, MMC  
City Clerk

May 13, 2026

Washington Noon Rotary  
P.O. Box 86  
Washington, NC 27889

City of Washington  
Cynthia Bennett, Clerk

Re: Council Agenda Item Request for June 8, 2026

Dear Ms. Bennett:

Please place this Peace Pole request from Washington Noon Rotary on the June 8, 2026 City Council agenda.

This request was approved by the Historic Preservation Commission on May 5, 2026.  
Thank you.

Regards,



Chuck Caldwell for Washington Noon Rotary

Email: [piercecaldwell@att.net](mailto:piercecaldwell@att.net)

Phone: 919 455 0276

JUNE 8, 2026

ROTARY CLUB OF WASHINGTON (NOON)  
TO THE WASHINGTON CITY COUNCIL

REQUEST FOR PLACEMENT OF A "PEACE POLE" ON CITY OF WASHINGTON PROPERTY

Washington Noon Rotary requests Council's permission to erect a Peace Pole in downtown Washington. The Washington Historic Preservation Commission approved a Certificate of Appropriateness for this installation May 5, 2026.

The preferred location is the Christmas Tree/Clock area at the corner of West Main and Water Streets. (see photo) This location will welcome visitors to downtown. A small, 10"x12" explanatory plaque will be at ground level beside the pole. ( The plaque language will be amended to read "formative cultures" rather than "early settlers".) As the Christmas Tree is a teepee structure with no central post, this placement will not interfere with the tree installation.

The support post is a 4"x4" wood post secured in the ground. It will be covered by a PVC sleeve that will fit over and be secured to the post for an above ground height of 6 feet.

All expenses will be paid by Washington Noon Rotary, including reimbursement to the City for any installation costs.

"May Peace Prevail on Earth" is inscribed in a different language on each side of the Peace Pole. The inscriptions in English, Dutch, Spanish, and Algonquin represent the current and historical peoples of Washington and Beaufort County.

The Peace Pole is an international symbol of hope. In response to the bombing of Hiroshima and Nagasaki in 1945, Masahisa Goi founded the world peace prayer movement with a simple prayer, "May Peace Prevail on Earth". There are now over 200,000 peace poles throughout the world. Rotary International has supported the International Peace Pole project since 1983.

In eastern North Carolina Peace Poles have been placed in Southport, and recently in Elizabeth City.

Respectfully submitted June 8, 2026

Washington Noon Rotary

Post Office Box 86

Washington, NC 27889

Chuck Caldwell, Past President 919 455 0276

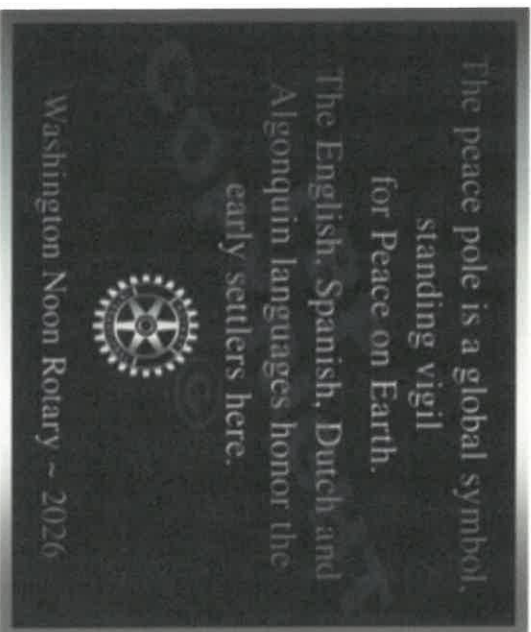


[piercecaldwell@att.net](mailto:piercecaldwell@att.net)

**Option A - Bronze w/ 24" Stake-capped Peace Pole**



**Option B - Aluminum w/ 36" Mech. Stake-"The" instead of "A"**



**38236 12x10 Single Line Background: Dark Blue  
Mounting: 7777 03/23/26**



# REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Brabo & Members of the City Council  
**From:** Shane Lewis, Electric Utilities Director  
**Date:** June 8, 2026  
**Subject:** ElectriCities System Betterment Project Grant  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council accept a System Betterment Project Grant from ElectriCities.

**BACKGROUND AND FINDINGS:**

This \$5,000 grant will fund a cost of service study for electric rates with the City cost being \$28,900 and a total project amount of \$33,900.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation \_\_\_ No  
Fiscal Impact

**SUPPORTING DOCUMENTS**



## Cost of Service Study For City of Washington April 9, 2026

### Cost of Service Study

#### Scope:

- Executive Summary for Management and the Board of Directors
  - a. Cost of service identifying cost to serve each class of customers
  - b. Minimum system analysis to identify cost to recover in customer charges
  - c. Load research development on how customers use electricity
    - i. Load Factors
    - ii. Contribution to system peak demands
    - iii. Peak demand of each class of customers
  - d. Power Supply cost breakdown by class
    - i. By season, demand and energy
  - e. Distribution breakdown of costs
    - iv. Customer charge
    - v. Distribution charges at voltage (service) level
- Financial Projection and long-term rate track
  - a. Development of five-year financial projection
  - b. Identification of long-term rate adjustments
  - c. Identification of projected debt coverage ratios
  - d. Minimum cash reserve for the utility to maintain
  - e. Identification of target operating income
- Rate Design for one year at current rate structure
  - a. Impact of rate designs at various usage levels within each class
  - b. Movement of rate toward cost of service
- Detailed report for Management
  - a. Identifying process and result of study
- Presentation to Management and the Board of Directors/City Council
  - a. Presentation of results via MS Teams included, on-site optional
  - b. Training at the presentation on financial targets and how to consider looking at costs
- Input from Board/Council on rate adjustments and movement toward cost of service
- Fees by number of customers. Fees below include an MS Teams presentation, on-site optional.

#### Time to Complete:

3-6 months after receipt of data

#### ElectriCities Role:

ElectriCities will partner with Utility Financial Solutions (UFS) to provide the above deliverables. ElectriCities staff will assist by reviewing data inputs, analysis and reports; facilitating meetings; and providing information and guidance regarding NCEMPA wholesale power costs and retail rate design objectives.

**Project Cost (a):**

Cost Quote (a):	\$33,900
Less System Betterment Allocation (b):	\$ 5,000
Net Cost to City:	\$28,900

- (a) Quoted price is effective until February 28, 2027.
- (b) The City may elect to reduce the cost of this service by utilizing \$5,000 of funding available from the ElectriCities System Betterment Program if not already designated for other purposes.



April 15, 2026

Shane Lewis  
Electric Director & Utilities Support  
250 Plymouth St.  
Washington, NC 27889

**VIA EMAIL**

Dear Mr. Lewis:

In our phone conversation on Friday, you asked for a proposal for a full Cost-of-Service Study for the City of Washington. In addition to the items listed in the attached Scope of Services, the Study will include an analysis of which rates can be combined and/or eliminated.

Our best estimate for preparation of the full Cost-of-Service Study is \$35,000. This price includes the estimated professional time required and out-of-pocket expenses, including one trip to the City's office to present the results to the City Council. It is Booth's policy to bill for actual hours worked on your project. Therefore, in the event the work takes fewer hours than anticipated the actual cost to the City would be less than the not-to-exceed price. However, if we find through the course of the project that additional trips are necessary to make the most efficient use of our time, we will get written approval from the City prior to making additional trips.

We appreciate the opportunity to work with you and your staff through this process. If you have any questions or if anything needs clarification, please feel free to contact me at (985) 268-8995.

Sincerely,  
**BOOTH & ASSOCIATES, LLC**

Vice President of Financial Services  
Booth & Associates LLC

Attachemnt: Scope of Work



**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Brabo & Members of the City Council  
**From:** Jon Rorie, City Manager  
**Date:** June 8, 2026  
**Subject:** Request to ratify Professional Services Agreement with US ISS Agency, LLC  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council ratify the Professional Services Agreement with US ISS Agency, LLC.

**BACKGROUND AND FINDINGS:**

A third-party investigator has been hired for the purpose of determining employee compliance with City policies, including relevant departmental policies.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_) \_\_\_ Requires additional appropriation \_\_\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Agreement

STATE OF NORTH CAROLINA

PROFESSIONAL SERVICES AGREEMENT

COUNTY OF BEAUFORT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this 18<sup>th</sup> day of May, 2026, by and between the City of Washington, North Carolina, hereinafter referred to as the "CITY," and US ISS Agency, LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, the CITY desires to retain and engage the CONTRACTOR to perform certain professional services hereinafter described, and further that the parties hereto desire to reduce the terms of this Agreement to writing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon by the parties, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. Term of Agreement. The term of this Agreement shall commence as of the date set forth above and continue through August 1<sup>st</sup>, 2026, unless sooner terminated as provided herein.

2. Contractor's Services. The CONTRACTOR hereby agrees to perform, in a professional quality and timely manner, human resource (HR) investigation and reporting services, for the purpose of determining employee compliance with CITY policies. In conducting such HR investigation(s), the CONTRACTOR will review and apply relevant CITY policies, including relevant department policies, gather evidence in any available form, interview witnesses and principals of the investigation(s), transcribe interviews for incorporation into the investigation report, and complete an objective, well written and evidence-driven investigation report(s). The investigation report(s) will summarize the purpose of the investigation, any allegations of misconduct, evidence and relevant statements, including any policy violations supported by a preponderance of evidence against any principal in the investigation(s). The CONTRACTOR may also prepare and deliver a presentation to selected CITY administrators and elected officials, should that be requested by the CITY. The CONTRACTOR, in its sole judgment, will make reasonable efforts to minimize the number of staff engaged in any investigation, without compromising the efficacy of the investigation or its ability to accomplish objective outcomes upon which the CITY can make actionable and defensible employment decisions.

3. Compensation to Contractor. The CITY shall compensate the CONTRACTOR according to the following schedule: \$125/hr for investigation and travel related services per investigator, including subsequent support for hearings, depositions and case-related consultations. \$3.06/min for recorded interview legal-ready transcription services. The CITY agrees to reimbursement of lodging at actual cost and per diem at federal rates per day.

4. Termination. The CITY shall have the right to terminate this Agreement at any time and

without cause upon notice to the CONTRACTOR, provided that the CITY compensates the CONTRACTOR for all services rendered up to the date of termination. The CONTRACTOR shall cease all work upon notification of termination, unless otherwise mutually agreed upon.

5. Records. The CITY has the right to audit all records pertaining to this Agreement both during its performance and after its completion.

6. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the CONTRACTOR will be an independent Contractor and not the CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law.

7. Release and Indemnity. To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise.

8. Representatives of the Parties.  
Mr. Jon Rorie shall be the CITY's contract administrator for this Agreement. Further, any notice required to the CITY under this Agreement shall be sufficient if mailed or emailed to the CITY, as indicated below:

Mr. Jon Rorie  
102 E. Second Street  
Washington, NC 27889  
(910) 619-0587  
[jrorie@washingtontnc.gov](mailto:jrorie@washingtontnc.gov)

Kenneth C. Miller, President, US ISS Agency, LLC, shall be the CONTRACTOR's representative for this Agreement. Any notice required to the CONTRACTOR under this Agreement shall be sufficient if mailed or emailed to the CONTRACTOR, as indicated below:

Mr. Kenneth C. Miller  
13801 Reese Bv West  
Suite 180  
Huntersville, NC 28078  
(864) 640-9314  
[kmiller@usissagency.com](mailto:kmiller@usissagency.com)

9. Other Laws and Regulations. CONTRACTOR will comply with all applicable federal, state and local standards, regulations, laws, statutes and ordinances.

10. Insurance Requirements.

A. Commercial General Liability

1. CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.
2. CGL insurance covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Workers' Compensation and Employer's Liability

The CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

C. Deductibles and Self-Insured Retentions

The CONTRACTOR shall be solely responsible for the payment of all deductibles under the policies.

D. Evidence of Insurance

1. The CONTRACTOR shall furnish the CITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements, upon request of the CITY.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per the requirements of this Section, upon request of the CITY.

11. Entire Agreement and Amendment. This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

12. No Assignment. No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

13. Non-Waiver of Rights. It is agreed that the CITY's failure to insist upon the strict performance

of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

14. Interpretation/Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Washington, North Carolina, and in said CITY and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

15. Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

16. Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. CONTRACTOR acknowledges that CITY reserves all immunities, defenses, rights, or actions arising out of CITY'S sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of CITY'S entry into this Agreement.

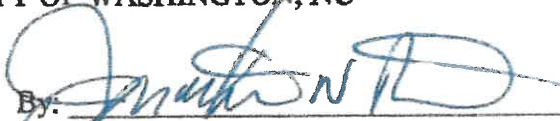
17. Authority to Act. Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right, authority and license to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

18. Confidentiality. The Parties agree that the CONTRACTOR will ensure confidentiality of its work on behalf of the CITY, and shall not discuss, engage or release information related to the Scope of Services with anyone not approved by the CITY on behalf of the CITY, and anyone not approved by the CONTRACTOR, on behalf of the CONTRACTOR.


19. Public Records. CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C. Gen. Stat. 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process. The CONTRACTOR agrees not to release any information related to this Agreement or its Scope of Services, except through the CITY or an Attorney directly acting on its behalf.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have each executed this Agreement, through the signatures of their representatives, listed below.


CITY OF WASHINGTON, NC

By:   
Mr. Jon Rorie  
City Manager

US ISS AGENCY, LLC

By:   
Mr. Kenneth Miller  
President

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

By (Signature): 

Typed Name: **Tammy Swindell**  
Finance Officer

Date: 5/27/26



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Brabo & Members of the City Council  
**From:** Tammy Swindell, Administrative Services Director  
**Date:** June 8, 2026  
**Subject:** Civic Center Budget Amendment

### **RECOMMENDATION:**

I move that City Council adopt the budget ordinance amendment to provide a subsidy to the TDA for the Civic Center operations beginning July 1, 2026.

### **BACKGROUND AND FINDINGS:**

The Civic Center subsidy to the TDA was removed from the FY 26/27 budget. This action provides the subsidy to the TDA to continue to operate the Civic Center until an agreement can be reached between the TDA and the City. The budget for the Civic Center needs to be adopted by 6/30/26 to allow for continued operations of the Civic Center.

### **PREVIOUS LEGISLATIVE ACTION**

### **FISCAL IMPACT**

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Budget Ordinance Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2026-2027**

**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 to reflect the funding for the Civic Center:

010-3991-9910	Fund Balance Appropriated	\$	35,000
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts:

010-4650-6125	Civic Center Subsidy	\$	35,000
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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 July 1, 2026.

Adopted this the 8th day of June, 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Brabo & Members of the City Council  
**From:** Tammy Swindell, Administrative Services Director  
**Date:** June 8, 2026  
**Subject:** Grant Project Closing Ordinance Amendment

### RECOMMENDATION:

I move that City Council adopt the Grant Project Ordinance Amendment to close the Water Generator Project in the Water Grant Fund as the project is complete.

### BACKGROUND AND FINDINGS:

In preparation for fiscal year end projects that have been competed are closed. \$27,519 was left after completion of the project and this action will close the funds back into the Water Fund where the original transfer originated form.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Grant & Budget Ordinance

**AN ORDINANCE TO AMEND THE BUDGET, CAPITAL & 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:

206-3991-9910	Fund Balance Appropriated	\$ 27,519
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Section 2. That the following accounts of the Water Grant Fund appropriations budget be increased or decreased by the respective amounts to close the Water Plant Generator project:

206-8244-9270	Transfer to Water Fund	\$ 27,519
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Section 3. That the following accounts of the Stormwater Fund revenue budget be increased or decreased by the respective amounts indicated:

030-3991-9910	Fund Balance Appropriated	\$ (27,519)
030-3980-5800	Transfer from CPF	27,519

Adopted this the 8th day of June, 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



# REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Brabo & Members of the City Council  
**From:** Tammy Swindell, Administrative Services Director  
**Date:** June 8, 2026  
**Subject:** Approve Occupancy Tax Budget Ordinance Amendment

**RECOMMENDATION:**

I move that City Council approve the budget ordinance amendment to reflect the revised estimate for occupancy tax collections.

**BACKGROUND AND FINDINGS:**

Occupancy tax collections are higher than originally budgeted.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

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 to reflect the revised estimated Occupancy Tax collections:

010-3270-1305	Local Occupancy Tax	\$	37,000
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts:

010-4400-5704	Tourism Authority	\$	35,890
010-4400-5701	Miscellaneous		<u>1,110</u>
	Total	\$	37,000

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 June, 2026.

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**MAYOR**

**ATTEST:**

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**CITY CLERK**



## REQUEST FOR CITY COUNCIL ACTION

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To: Mayor Brabo and Members of City Council  
From: Jon Rorie, City Manager  
Date: June 8, 2026  
Subject: Waiver of Certain Discovered Personal Property Bills  
Staff Presentation:

**RECOMMENDATION:**

I move that City Council adopt the resolution to waive certain discovered personal property bills.

**BACKGROUND AND FINDINGS:**

See attached. North Carolina General Statute § 105-312(k) and (l) authorize a municipality to "compromise, settle, or adjust" discovered personal property bills.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation \_\_\_  
No Fiscal Impact

**SUPPORTING DOCUMENTS**

Resolution

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WASHINGTON  
WAIVING CERTAIN DISCOVERED PERSONAL PROPERTY BILLS**

**WHEREAS**, by virtue of Session Law 2009-469, House Bill 921, enacted by the General Assembly of North Carolina effective January 1, 2010, a certain portion of the Warren Field Airport (“Airport”) owned by the City was deannexed from the corporate limits of the City in an effort to create tax-incentivized basing location for aircraft at the Airport (hereinafter referred to as “City Deannexation #1”);

**WHEREAS**, the remainder of the Airport was not deannexed from the Airport or the City’s corporate limits by virtue of City Deannexation #1;

**WHEREAS**, by virtue of Session Law 2024-20, House Bill 909, enacted by the General Assembly of North Carolina effective June 30, 2024, the City attempted to achieve deannexation of, and said Bill was intended to deannex, an additional portion of the Airport owned by the City from the corporate limits of the City in an effort to further increase tax-incentivized basing location for aircraft at the Airport (hereinafter referred to as “City Deannexation #2”);

**WHEREAS**, by clerical or other inadvertent mistake (“Mistake”) the metes and bounds description prepared for and provided to the City and/or the North Carolina General Assembly for City Deannexation #2 was not included as the metes and bounds description for said Session Law 2024-20, House Bill 909; instead, the metes and bounds description for City Deannexation #1 was included as the metes and bounds description in City Deannexation #2, which resulted in no additional property in the Airport owned by the City within the City corporate limits being deannexed by the legislative action pertaining to City Deannexation #2;

**WHEREAS**, in reliance upon said attempted Deannexation #2 and the intended, increased tax incentivized basing location for aircraft associated therewith, All C’s, LLC, BJR Management, LLC, and SeaMint, LLC, (hereinafter referred to as the “Companies”), without knowledge of said Mistake, incurred substantial expense relocating or otherwise establishing its certain personal property, including aircraft, at the Airport within the area that was intended to be deannexed by City Deannexation #2;

**WHEREAS**, as a result of said Mistake, Companies were assessed and received 2025 personal property City bills from the City’s tax collector, Beaufort County, for discovered personal property that Companies would not have been assessed or received but for said Mistake (Companies’ 2025 City discovered personal property bills are attached hereto as Exhibits 1, 2, and 3, respectively, and incorporated herein by reference);

**WHEREAS**, at considerable expense, the Companies located personal property, including aircraft, at the Airport thereby investing approximately \$12,750,000.00 in personal property, including aircraft;

**WHEREAS**, the City is proposing another deannexation to the General Assembly of North Carolina to correct said Mistake for 2026;

**WHEREAS**, the above described investment by the Companies will increase aircraft traffic, fuel sales, and aviation support services at the Airport, which will result in new revenues that the Airport can use to fund operations and make improvements at the Airport; and

**WHEREAS**, this waiver will maintain the local tax base and additional tax revenues from the aircraft that would remain at the Airport.

**NOW THEREFORE**, be it resolved by the City Council for the City of Washington as follows:

1. Pursuant to its authority under North Carolina General Statute § 105-312 (k) and (l), the City Council hereby waives the City of Washington's portion of the discovered personal property bills, plus any accrued interest, related penalties, and related fees for the Companies as may be shown on or related to Exhibits 1, 2, and 3, respectively.

**CITY OF WASHINGTON, NORTH CAROLINA**

\_\_\_\_\_  
Ellen Brabo, Mayor

**Attest:**

\_\_\_\_\_  
Cynthia Bennett, City Clerk

(City Seal)



**Beaufort County Tax Collector**  
 P.O. Box 633  
 Washington, NC 27889  
 Website: [www.co.beaufort.nc.us](http://www.co.beaufort.nc.us)

# 2025 Property Tax Bill



CITY OF WASHINGTON

BUS

**Bill Information**

Bill Number - 0009559531-2025-2025-0001-03

BJR MANAGEMENT LLC  
 301 N OAK FRONT RD  
 GOLDSBORO NC 27534

Legacy Number      Bill Date      Due Date      Interest Begins \*  
 12/19/2025      9/1/2025      1/6/2026

\* Pay before this date to avoid interest

Property Description and Value		Tax Year 2025	Year For 2025
Legal Description	OTHER PERSONAL PROPERTY	Property Location	200 AIRPORT RD WASHINGTON, NC 27889
Real Value	\$0	Parcel ID	Acreege 0.00
Deferred Value	\$0	Exclusion \$0	Exemption 0
Use Value	\$0	Total Personal Value	\$12,000,000
Total Real Value	\$0	Total Taxable Value	\$12,000,000

**Bill Line Items**

Description	Rates/Fees	Amount Due(\$)
CITY OF WASHINGTON TAX INTEREST	0.4850	58,200.00
		3,346.50
<b>TOTAL</b>		<b>61,546.50</b>

**Important Messages**

See back for important information.  
 Pay before Interest Begins Date to avoid interest.  
 Unpaid balances accrue interest at the rate of 2% the first month, and 3/4 of 1% each following month.

**Payment Options**

Credit/Debit Card Payments



Credit Cards Convenience Fee Charged for Internet/Phone transactions.  
 Internet: [www.co.beaufort.nc.us](http://www.co.beaufort.nc.us)

/ Jurisdiction Code

Check: Payable to Beaufort County Tax Collector.

In Person: 8 to 5 Monday - Friday, 220 N Market Street Washington, NC 27889

Cash, Check, or Money Order Only Keep this portion for your records.

**Payment Stub**

Please Detach and Return this stub with your Payment. Do not send cash. Use Bill number for all payment references.

Bill Number - 0009559531-2025-2025-0001-03

Parcel#      Bill Date      Due Date      Correct if Paid By      Total due  
 12/19/2025      9/1/2025      6/30/2026      \$61,546.50



Remit Payment To:  
 Beaufort County Tax Collector  
 P.O. Box 633  
 Washington, NC 27889

BJR MANAGEMENT LLC  
 301 N OAK FRONT RD  
 GOLDSBORO NC 27534



Beaufort County Tax Collector  
P.O. Box 633  
Washington, NC 27889  
Website: [www.co.beaufort.nc.us](http://www.co.beaufort.nc.us)

# 2025 Property Tax Bill



CITY OF WASHINGTON

BUS

**Bill Information**

Bill Number - 0009559533-2025-2025-0001-01

SEAMINT LLC  
7892 HARPER HOUSE RD  
NEWTON GROVE NC 28366

Legacy Number	Bill Date	Due Date	Interest Begins *
	12/19/2025	9/1/2025	1/6/2026

\* Pay before this date to avoid interest

Property Description and Value		Tax Year 2025	Year For 2025
Legal Description	2007 CESSNA 680	Property Location	200 AIRPORT RD WASHINGTON, NC 27889
Real Value	\$0	Parcel ID	Acreage 0.00
Deferred Value	\$0	Exclusion \$0	Exemption 0
Use Value	\$0	Total Personal Value	\$5,500,000
Total Real Value	\$0	Total Taxable Value	\$5,500,000

**Bill Line Items**

Description	Rates/Fees	Amount Due(\$)
CITY OF WASHINGTON TAX INTEREST	0.4850	24,961.06
TOTAL		25,709.89

**Important Messages**

See back for important information.  
Pay before Interest Begins Date to avoid interest.  
Unpaid balances accrue interest at the rate of 2% the first month, and 3/4 of 1% each following month.

**Payment Options**

Credit/Debit Card Payments



Credit Cards Convenience Fee Charged for Internet/Phone transactions.  
Internet: [www.co.beaufort.nc.us](http://www.co.beaufort.nc.us)

/ Jurisdiction Code

Check: Payable to **Beaufort County Tax Collector**.

**In Person: 8 to 5 Monday - Friday, 220 N Market Street Washington, NC 27889**  
Cash, Check, or Money Order Only Keep this portion for your records.

**Payment Stub**

Please Detach and Return this stub with your Payment. Do not send cash. Use Bill number for all payment references.

Bill Number - 0009559533-2025-2025-0001-01

Parcel#	Bill Date	Due Date	Correct if Paid By	Total due
	12/19/2025	9/1/2025	6/30/2026	\$25,709.89



Remit Payment To:  
Beaufort County Tax Collector  
P.O. Box 633  
Washington, NC 27889

SEAMINT LLC  
7892 HARPER HOUSE RD  
NEWTON GROVE NC 28366



Beaufort County Tax Collector  
 P.O. Box 633  
 Washington, NC 27889  
 Website: [www.co.beaufort.nc.us](http://www.co.beaufort.nc.us)

# 2025 Property Tax Bill



000955953220252025000101

CITY OF WASHINGTON

BUS

**Bill Information**

Bill Number - 0009559532-2025-2025-0001-01

ALL C'S LLC  
 3615 S MEMORIAL DR  
 GREENVILLE NC 27834

Legacy Number	Bill Date	Due Date	Interest Begins *
	12/19/2025	9/1/2025	1/6/2026

\* Pay before this date to avoid interest

Property Description and Value		Tax Year 2025	Year For 2025
Legal Description	2021 CE560XL	Property Location	200 AIRPORT RD WASHINGTON, NC 27889
Real Value	\$0	Parcel ID	Acreage 0.00
Deferred Value	\$0		
Use Value	\$0	Exclusion \$0	Exemption 0
Total Real Value	\$0	Total Personal Value \$12,750,000	Total Taxable Value \$12,750,000

Bill Line Items		
Description	Rates/Fees	Amount Due(\$)
CITY OF WASHINGTON TAX INTEREST	0.4850	61,837.50
		3,555.66
<b>TOTAL</b>		<b>65,393.16</b>

**Important Messages**  
 See back for important information.  
 Pay before Interest Begins Date to avoid interest.  
 Unpaid balances accrue interest at the rate of 2% the first month, and 3/4 of 1% each following month.

**Payment Options**  
 Credit/Debit Card Payments  
  
 Credit Cards Convenience Fee Charged for Internet/Phone transactions.  
 Internet: [www.co.beaufort.nc.us](http://www.co.beaufort.nc.us)  
 / Jurisdiction Code  
**Check:** Payable to **Beaufort County Tax Collector.**  
**In Person:** 8 to 5 Monday - Friday, 220 N Market Street Washington, NC 27889  
 Cash, Check, or Money Order Only Keep this portion for your records.

**Payment Stub**

Please Detach and Return this stub with your Payment. Do not send cash. Use Bill number for all payment references.

Bill Number - 0009559532-2025-2025-0001-01

Parcel#	Bill Date	Due Date	Correct if Paid By	Total due
	12/19/2025	9/1/2025	6/30/2026	\$65,393.16



000955953220252025000101

Remit Payment To:  
 Beaufort County Tax Collector  
 P.O. Box 633  
 Washington, NC 27889

ALL C'S LLC  
 3615 S MEMORIAL DR  
 GREENVILLE NC 27834



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Brabo & Members of City Council  
**From:** R.M. Flowers, Fire Chief  
**Date:** June 1, 2026  
**Subject:** Assistance to Firefighters Grant Application  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council approve the Fire Department applying for the FEMA Assistance to Firefighters Grant in the amount of \$100,000.

**BACKGROUND AND FINDINGS:**

If awarded the money will be used to purchase a training prop/simulator.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT:** If awarded there is a 5% City match in the amount of \$5,000

(X)

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:** Shane Lewis, Electric Utilities Director  
**Date:** June 8, 2026  
**Subject:** Town of Bath Brightspeed Pole Changeout Project  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council adopt a Budget Ordinance Amendment for Brightspeed pole changeout in the Town of Bath.

**BACKGROUND AND FINDINGS:**

This is a reimbursable project with Brightspeed in the amount of \$54,468. Construction will be completed using an outside contractor because the City of Washington does not have the labor force available for the project. The contractor will be responsible for replacing thirteen (13) poles for the City of Washington that are in conflict with Brightspeed. The quoted labor and equipment prices are \$48,668. The City of Washington will provide materials and the quoted materials pricing is \$5,800. This is a project total of \$54,468. The contractor will be responsible for calling in all locates, and setting up work zone, and flagging.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation \_\_\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment

**A CAPITAL PROJECT ORDINANCE FOR  
BATH BRIGHTSPEED POLE PROJECT  
CITY OF WASHINGTON, N.C.  
FOR FISCAL YEAR 2025-2026**

**BE IT ORDAINED**, by the City Council of the City of Washington, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project is hereby established:

Section 1. The project authorized is for the changeout of the Town of Bath Brightspeed poles project.

Section 2. The officers of this unit are hereby directed to proceed with the project.

Section 3. The following amounts are appropriated for the project:

501-8401-4502	Construction Project Bath Brightspeed Poles	\$54,468
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Section 4. The following revenue is anticipated to be available to complete this project:

501-3350-8901	Miscellaneous Revenue Project Bath Brightspeed Poles	\$54,468
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Section 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the developer agreements.

Section 6. Funds may be advanced by the Electric Fund for the purpose of making payments as due.

Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total capital project revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this capital project in every budget submission made to the City Council.

Section 9. Copies of this capital project ordinance shall be furnished to the City Clerk, and to the Budget Officer, and to the Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

This the 8th day of June 2026.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Brabo & Members of the City Council  
**From:** Shane Lewis, Electric Utilities Director  
**Date:** June 8, 2026  
**Subject:** 15<sup>th</sup> Street Project  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council adopt a Budget Ordinance Amendment for work to be completed on 15<sup>th</sup> street from US 17 business (Carolina Avenue) to US 264.

**BACKGROUND AND FINDINGS:**

This is a reimbursable project with NCDOT in the amount of \$35,000. NCDOT will reimburse the City of Washington for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the City of Washington.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation \_\_\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment

**A CAPITAL PROJECT ORDINANCE FOR  
NCDOT 15<sup>th</sup> STREET PROJECT  
CITY OF WASHINGTON, N.C.  
FOR FISCAL YEAR 2025-2026**

**BE IT ORDAINED**, by the City Council of the City of Washington, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project is hereby established:

Section 1. The project authorized is for the design and improvement of the 15<sup>TH</sup> Street NCDOT reimbursable project.

Section 2. The officers of this unit are hereby directed to proceed with the project.

Section 3. The following amounts are appropriated for the project:

501-8401-4502	Construction Project Electric 15 <sup>th</sup> Street DOT	\$35,000
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Section 4. The following revenue is anticipated to be available to complete this project:

501-3481-0050	DOT Reimbursement Project Electric 15 <sup>th</sup> Street DOT	\$35,000
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Section 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the developer agreements.

Section 6. Funds may be advanced by the Electric Fund for the purpose of making payments as due.

Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total capital project revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this capital project in every budget submission made to the City Council.

Section 9. Copies of this capital project ordinance shall be furnished to the City Clerk, and to the Budget Officer, and to the Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

This the 8th day of June 2026.

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Mayor

Attest:

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City Clerk

**Mayor**  
Ellen C. Brabo

**City Manager**  
Jon Rorie



**Washington City Council**  
Mayor Pro tem - VACANT  
Joe Davis  
Antwan Horton  
Max Perreault  
Anthony Tyre

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**To: Mayor Brabo & Members of the City Council**  
**From: Tammy Swindell, C.F.O.**  
**Date: June 1, 2026**  
**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>
070099	\$380,850.00	A.R. CHESSON CONSTRUCTION	CO #2 NORTH GA AREA
070147	\$70,562.00	TALBERT BRIGHT & ELLINGTON	DUE DILIGENCE-SGM PROPERTY
070097	\$50,000.00	D & J DRILLING INC	BORES
070098	\$55,000.00	JOHN LUCAS TREE EXPERT CO	CONTRACT SERVICES – TREE TRIM

**Mayor**  
Ellen C. Brabo

**City Manager**  
Jon Rorie



**Washington City Council**  
Mayor Pro tem - VACANT  
Joe Davis  
Antwan Horton  
Max Perreault  
Anthony Tyre

---

**To: Mayor Brabo & Members of the City Council**  
**From: Tammy Swindell, C.F.O.**  
**Date: June 1, 2026**  
**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.

010-4310-1700	-\$5,000.00
010-4340-1700	\$5,000.00
010-4310-0600	-\$7,346.00
010-6120-0600	\$6,750.00
010-6120-0703	\$596.00
010-4130-0600	-\$17,000.00
010-4130-4501	-\$22,000.00
010-4130-4503	-\$2,100.00
010-4135-4500	\$38,000.00
010-4135-4495	\$3,100.00
010-4400-0207	-\$4,000.00
010-4700-0200	\$3,500.00
010-4700-0700	\$500.00
038-4710-5400	-\$115.00
038-9020-8300	\$25.00
038-9020-8301	\$90.00
010-4400-0207	-\$19,170.00
010-6125-0300	\$17,770.00
010-6125-0500	\$1,400.00
010-4400-0207	-\$6,085.00
010-4350-0200	\$6,085.00

## Request for Transfer of Funds

Date: 5/5/26

TO: City Manager or Finance Director

FROM: R.M. Flowers

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:	EMS	010-4341-1700		Vehicle Maintenance	\$5,000
TO:	Fire	010-4340-1700		Vehicle Maintenance	\$5,000

For the purpose of: Covering cost for repairing fire apparatus that is out of service due to mechanical issues.

\_\_\_\_\_  
Supervisor

*R.M. Flowers*  
\_\_\_\_\_  
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

*Received*  
MAY 07 2026

**ENTERED**

MAY 07 2026

*Copy to Heather*

# Request for Transfer of Funds

Date: 5/5/26

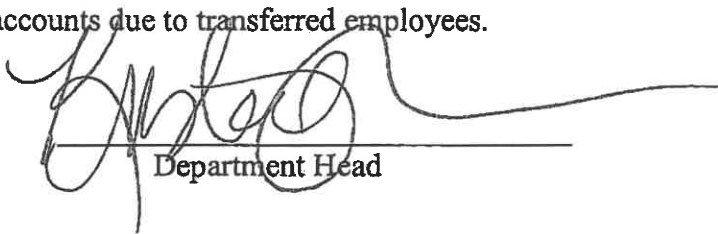
TO: City Manager or Finance Director  
FROM: Finance  
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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	010-4310-0600		Insurance	7,346.00
TO:	Rec Admin	010-6120-0600 010-6120-0703		Insurance H.S.A.	6,750.00 596.00

For the purpose of: To cover overspent accounts due to transferred employees.

\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Department Head

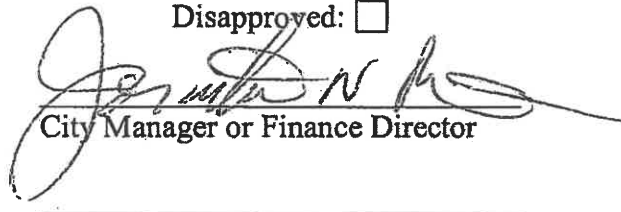
## ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

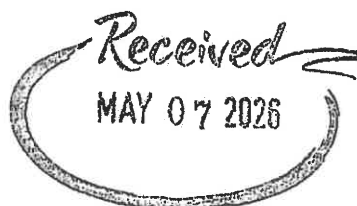
Disapproved:

\* 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



**ENTERED**

MAY 07 2026

Copy to Heather

*Council*

### Request for Transfer of Funds

Date: 5/11/2026

TO: City Manager or Finance Director

FROM: Finance

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

RECEIVED  
MAY 14 2026

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:	Finance	010-4130-0600	None	Group Insurance	17000.00
		010-4130-4501		Contract Svc Software	22000.00
		010-4130-4503		Contract Svc Audit	2100.00
TO:	Customer Service	010-4135-4500	None	Tax Collection Fees	38000.00
		010-4135-4495		Bad Debt Collections	3100.00

For the purpose of: Move funds from other department to cover costs of tax collection and bad debt fees

*Jeanne B. Bann*  
Supervisor

*James Hendrix*  
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.

*James Hendrix*  
City Manager or Finance Director  
5/11/2026  
Date

*Copy to Heather*

Council

### Request for Transfer of Funds

Date: 5/15/26

TO: City Manager or Finance Director

FROM: Finance

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

RECEIVED

MAY 21 2026

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:	Misc	010-4400-0207		Salary Adj	4,000.00
TO:	Public Works Director	010-4700-0200 010-4700-0700		Salaries Retirement	3,500.00 500.00

For the purpose of: To cover payroll expenses through year-end.

James B. Beani  
Supervisor

James A. Swindell  
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.

James A. Swindell  
City Manager or Finance Director  
Date

Copy to Heather

*Council*

### Request for Transfer of Funds

Date: 5/26/2026

RECEIVED  
MAY 28 2026

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:	Sanitation	038-4710-5400	None	Insurance Premium	115.00
TO:	Sanitation	038-9020-8300	None	Principal Installment	25.00
		038-9020-8301		Note Payment Installment Note Interest Payment	90.00

For the purpose of: First payment increased due to loan structure of P&I

*George Blum*  
Supervisor

*Jan Smarick*  
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

5/28/2026  
Date

*Copy to Heather*

*3/20/26*

# Request for Transfer of Funds

Date: 5/20/26

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

RECEIVED  
 MAY 20 2026

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:	Misc	010-4400-0207		Salary Adj	19,170.00
TO:	Civic Center	010-6125-0300 010-6125-0500		PT Salaries F.I.C.A.	17,770.00 1,400.00

For the purpose of: To cover expenses through year-end.

*Jeanne B. Lewis*  
 Supervisor

*Jammy A. Sundell*  
 Department Head

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### 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 5/28/2026

*Copy to Heather*

Council

### Request for Transfer of Funds

Date: 5/20/26

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

RECEIVED  
 MAY 28 2026

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:	Misc	010-4400-0207		Salary Adj	6,085.00
TO:	Code Enforcement	010-4350-0200		Salaries	6,085.00

For the purpose of: To cover expenses through year-end.

Jane B. Bani  
 Supervisor

Jammy A. Swindell  
 Department Head

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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.

Jeratha N. Ross  
 City Manager or Finance Director

Date

5/28/2026

Copy to Heather

# LIBRARY SERVICES

CITY OF WASHINGTON, NORTH CAROLINA



## 12,548

VISITORS TO THE LIBRARY  
VOLUNTEER HOURS

## 329

Did you know your library card gives you access to more than "just books"?



## 43,587

Wireless Engagement



## 20,900

Items Checked Out



## 52,719

Visits to our Website



## 1,154

Program Attendance



## 115 New Cards Issued

## 551

History Room Visits  
and Inquiries



Toddler Storytime & Craft



Book Release Program



History Room Tours

**Q1**  
**2026**  
Jan - Mar

CELEBRATING 115 YEARS OF SERVICE TO THE COMMUNITY

# EVENTS SUPPORTED

Supporting our community through marketing, funding and photography.



- St. Patty's Day 5K & Pub Crawl
- Mac Bear Hodges Music Festival
- Wings & Wheels
- Arts of the Pamlico Cowboy Rumble
- Bath Fest
- NC Fossil Festival

## HOW WE SUPPORT



**MARKETING**  
Promoting events through digital, print, social media and email campaigns.



**FUNDING**  
Investing in community events that drive tourism and economic impact.



**PHOTOGRAPHY**  
Capturing high-quality images to showcase and promote our community.

# VISITOR CENTER NUMBERS

MARCH 2026

**768**  
VISITORS



↑ up 9 visitors from March 2025

APRIL 2026

**1,580**  
VISITORS



↑ up 48 visitors from April 2025

MAY 2026

**1,128**  
VISITORS



↑ up 147 visitors from May 2025

# SITE VISITATION

MARCH through MAY 2026 compared to same time period last year



**37,000**  
site visitation  
(17.3% increase)



**82,000**  
events  
(17.7% increase)



**14,000**  
first visit  
2.2% increase



**15,000**  
engagement  
26.2% increase



**6.49%**  
Increase  
SESSIONS

# TOURISM QUARTERLY REPORT

**Q1 2026**

January – March

# MEDIA

MARCH through MAY 2026 compared to same time period last year

GOOGLE



**90.1%**  
increase

BING



**52.4%**  
increase

TARGETED MEDIA



**35.31%**  
Increase

PAID SEARCH



**130.81%**  
Increase

EMAIL



**37.38%**  
increase

FACEBOOK



**209.9%**  
Increase



Thank you FOR VISITING!



# CIVIC CENTER QUARTERLY RENTALS

MARCH – MAY 2026



TOTAL RENTALS (ALL EVENTS)

MARCH 2026



**12**  
RENTALS  
12 DAYS

APRIL 2026



**6**  
RENTALS  
5 DAYS

MAY 2026



**7**  
RENTALS  
7 DAYS



WEDDING RENTALS

MARCH 2026



**2**  
WEDDINGS  
4 DAYS

APRIL 2026



**3**  
WEDDINGS  
5 DAYS

MAY 2026



**4**  
WEDDINGS  
7 DAYS



QUARTERLY SUMMARY

TOTAL RENTALS  
**25**  
RENTALS

TOTAL DAYS  
**24**  
DAYS



**Grace Martin Harwell Senior Center**

- Tax Assistance through AARP
- Matter of Balance Classes
- Valentine's Day Social
- Deaf & Hard of Hearing Seminar
- Shingles Education Session
- Super Shamrock Tabletop Race



**Athletics**



- Washington Youth Basketball Season
- Hosted EAC Basketball Tournament
- Registration Begins:
  - Summer Programs
  - Girls Fastpitch Softball
  - Washington Youth Baseball
  - ECFC (Spring Soccer)
- Ordered 3 Chess Tables
- Extraordinary Basketball



**Moore Aquatic & Fitness Center**



- Members 644
- WHS Swim Team: Nov-Feb / 26 athletes competing
- Beaufort/Hyde Special Olympics Swim Team - 12 athletes served
- Year Round Swim Team - ECA Gators Swim Team
- Hosted:
  - American Red Cross Lifeguard Certification Class
  - American Red Cross Lifeguard Recertification Class
  - NC Marine Patrol Swift Water Rescue Certifications
  - Greenville Aquatic Center - Deep Water Lifeguard Training
- Water Aerobics
- Splish Splash Toddler Event
- New Program - Floating Sound Bath





**Special**

**E V E N T S**

- 3 Havens Gardens Reservations
- 3 Special Events requiring City Services

**Upcoming Events for 2<sup>nd</sup> Quarter**

- City Easter Egg Hunt
- District Softball Tournament
- District Baseball Tournament
- 18 Special Events requiring City Services planned.

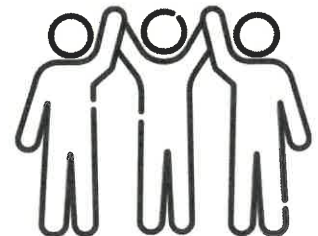
**Maintenance**

- Havens Gardens New Shelter on the Bridge Side
- Preparing athletic fields for Spring Sports
- Eagle Scout Project - Picnic Tables at Soccer Fields



**Community Outreach**

- Juneteenth 2026 Planning
- Paint the Town Blue/Child Abuse Prevention Month - served 500 children/families
- Career on Wheels at Eastern Elementary School - 484 Kids
- Career Fair at PS Jones Middle School - 650 students
- Homeless & Emergency Assistance - 15 individuals / families
- Translation & Interpretation Services - 17 translation/interpretation requests
- In partnership with Brown Library
  - Bilingual Story Time - 60 children / families
  - Tech Thursday - 8 participants



# PUBLIC WORKS

Q1  
2026  
Jan - Mar

## STREETS

- Streets Swept: **739 mi**
- Street Cuts / Potholes Repaired: **38**
- Curb Maintenance: **1520 LF**
- Driveways Installed/ Replaced: **95 LF**
- Sidewalk Constructed/ Replaced: **280 sq. ft.**
- Street Signage Installed/ Replaced: **34**



## CEMETERY

- 12** Lots Sold
- 25** Burials
- 8** Cremations



## SANITATION

- Residential Garbage Collected: **816 tons**
- Commercial Garbage Collected: **1000 tons**
- Bulky Trash Collected: **15 tons**
- Recycling Collected: **65 tons**
- Recycled Glass Collected: **17 tons**

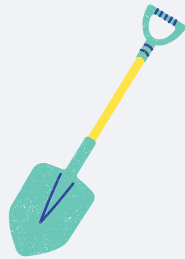


# PUBLIC WORKS

Q1  
2026  
Jan - Mar

## STORMWATER

- Ditches Maintained:  
**59,982 LF**
- Catch Basins  
Cleaned/Repaired:  
**1,204**
- Storm Drain Pipes  
Cleaned/Repaired:  
**250 LF**



## WATER RESOURCES



**TOTAL TREATED WATER:**  
RWTP = 213,628,000 gal

**TOTAL TREATED DISCHARGE:**  
WWTP = 189,065,000 gal

## HIGHLIGHTS:

March 21: Jack's Creek Cleanup-  
**400 lbs** of trash collected by 10  
participants.

**2025** Wastewater Annual Report is  
now available on the City's website or  
by calling 252-975-9310.

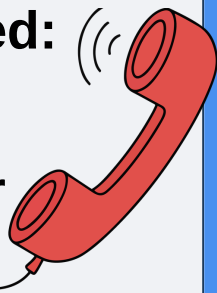
**2025** Local Water Supply Plan is also  
available as a paper copy upon  
request.

## WATER & SEWER

**Sewer Maintenance  
Inspections: 303**

**Sewer Lines Cleaned:  
14,428 LF**

**Backed Up Sewer  
Calls: 380**



**New Water & Sewer Taps:  
11**

**811 Locate Tickets:  
688**

**Customer Service Water Leak  
Calls: 11**

**Water Leak Repairs on  
Mains & Service Lines: 21**



## EMPLOYEE STATISTICS-

Total Employees- 302  
New Hires- 5  
Seperations- 11

## APPRASIALS-

January- 22 February- 26  
March- 26

AVERAGE SALARY \$71,049

## HIRING STATISTICS-

Jobs Posted- 16  
Number of Applications  
Recieved- 257  
New Hires in New Hire  
Orientation-  
January- 1 February- 1  
March- 0

## EMPLOYEE EVENTS & TRAINING-

### Training-

- February- OSHA Compliance
- March- Confined Space

### Safety Meetings-

- January- Accident/Incident Review
- March- Heat Stress

### Events-

- January- Walking Challenge 140 Employees participated
- March- NC Department of Labor Awards Luncheon, where we recieved 1 Silver and 17 Gold awards!
- Employee Recognition Parking Spot!



Q1 2026  
JAN-MAR

# OCW

## WASHINGTON- WARREN AIRPORT

WASHINGTON, NORTH CAROLINA

Q1 2026

JAN - MAR

Driving aviation. Supporting our community.  
Building for the future.



**-1,518**

KNOW FLIGHT OPERATIONS.



**INCLUDES**

SMALL GA, BUSINESS, JET,  
MILITARY & STATE FORESTRY.



**52,577.01**

TOTAL GALLONS OF FUEL SOLD.



**\$242,317.81**

IN TOTAL FUEL REVENUE.



**4 PROJECTS IN PROGRESS**

NEW STEM BUILDING, DRAINAGE  
UPGRADES, NEW HANGAR SPACES  
AND ENGINEERING FOR AN AVIATION  
INDUSTRIAL PARK.

### KEY HIGHLIGHTS



SUPPORTING  
AVIATION SAFETY  
& OPERATIONS



INVESTING IN  
INFRASTRUCTURE  
& FACILITIES



STRENGTHENING  
OUR COMMUNITY  
& ECONOMY



SUSTAINING  
ENVIRONMENTAL  
RESPONSIBILITY



BUILDING FOR  
A STRONGER  
FUTURE



**CONNECTING TODAY. ELEVATING TOMORROW.**

Thank you to our pilots, partners, and community for your continued support.

Together, we're soaring to ~~reach~~ **June 8, 2026**

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[www.warrenfaa.com](http://www.warrenfaa.com)



100 Airport Rd. | Washington, NC 27889



# City of Washington

Electric Department

Q1  
2026  
Jan-Mar

## Right-of-Way Maintenance Schedule

John Lucas Tree Experts will be trimming the City's right-of-way on Old Bath Hwy, Lizzard Slip Rd and CBH Lodge Rd. Trees are the #1 cause of power outages, therefore, we ask that you support our tree-trimming efforts to improve service reliability. Please observe proper distances when planting trees and shrubs. Pad mount transformer cabinets must also be kept clear of vegetation for crew access.

## Plant the Right Tree in the Right Place

Trees beautify the neighborhood, and when planted in the right spot, can even help lower energy bills. But the wrong tree in the wrong spot can be a hazard. Try to avoid planting within 20 feet of power lines, and always call 811 before you dig!

### LARGE TREES



**Height/spread of more than 40 feet:**

- Maple
- Oak
- Spruce
- Pine
- Birch
- Sweetgum
- Linden

### MEDIUM TREES



**Height/spread of 25 to 40 feet:**

- Washington hawthorn
- Goldenrain tree
- Eastern redbud
- American arborvitae
- Dogwoods

### SMALL TREES



**Height/spread of less than 25 feet:**

- Star magnolia
- Crabtree
- Lilac

## Looking for a way to save money on your Electric Bill?



**\$150 Rebate on a 30 gallon or larger water heater.**

Let Washington Utilities install a Load Management switch on your new Water Heater and/or Heat Pump and receive a rebate. You will also get a monthly credit on your electric bill. We can even install on your existing units for a monthly credit on your electric bill.



**\$125 Per Ton Rebate on 15.5 SEER or higher Total Electric Heat Pump**



# City of Washington

## Electric Department

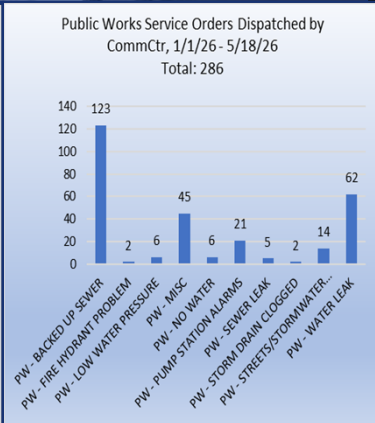
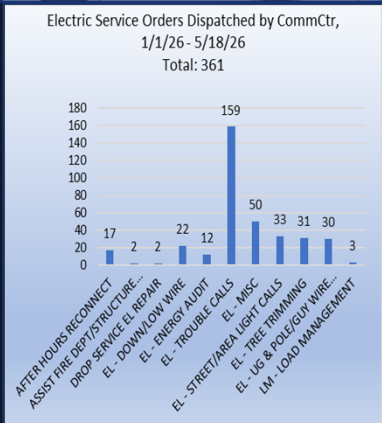
Q1  
2026  
Jan-Mar



### Communications

### Meter Services

- ❖ New meters installed: 43
- ❖ New 3-Phase meters installed: 5
- ❖ Meters pulled: 25
- ❖ Meter changeouts: 127
- ❖ Site address forms completed: 43
- ❖ Cutoffs for non-payment: 1,030
- ❖ Disconnects for non-payment: 201
  - ❖ Re-connects: 947
- ❖ After-hours reconnects: 23
- ❖ Customer-requested re-reads: 28
- ❖ Customer-request analysis pull & check: 3



### Transmission & Distribution

- ❖ Drop service requests: 51
- ❖ New/Replacement Poles: 52
- ❖ Transformer replacements: 32
  - ❖ Trouble Calls: 195
- ❖ Wire installed: 17,395 feet
- ❖ Area lights changeout/turn on: 17
  - ❖ Area lights turn off: 10
- ❖ Street & Area Light Problems: 39
  - ❖ Tree Trimming Calls: 50



### Load Management

**New Installs & Activations**

- 8

**Maintenance**

- 9

**Water Heater Rebates Issued**

- 3

**Deactivations**

- 1

**\$225**  
City savings per month!



### Substation/SCADA

- ❖ Installed fiber optic communication hub for Main T5
- ❖ Replaced B phase regulator in 5<sup>th</sup> Street bay
- ❖ Replaced Asco Control AC transfer switch to RONK meter-rite
- ❖ Upgraded 485-wire communications with multistrand regulator controllers
- ❖ Replaced all 3 single phase 333/437 regulators in 2<sup>nd</sup> Street bay
- ❖ Upgraded control cabinet to SEL-651RA recloser control
- ❖ Upgraded 2000-C Beckwith controllers to SEL-2431 regulator controllers
- ❖ Energized new T5 main substation transformer

# WASHINGTON FIRE/RESCUE/EMS

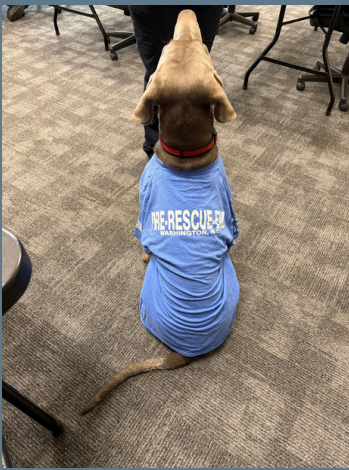
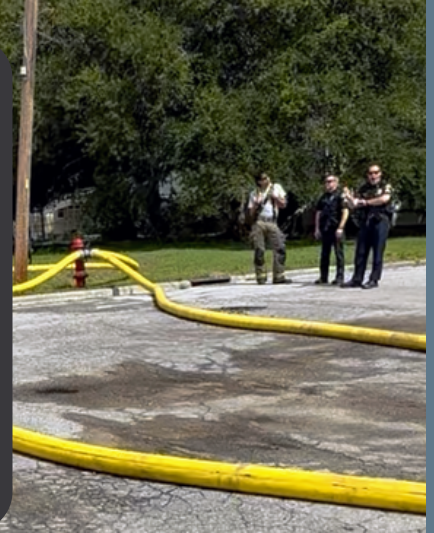
Q1 2026 Jan - Mar

## 2026 1<sup>st</sup> Quarter Overview

### FIRE

#### FIRE UNIT RESPONSES - 457

- Backcountry Rescue - 1
- CO Alarms - 3
- Cooking Fires - 2
- Electrical Hazards - 4
- Fire Alarms - 53
- Gas Leak / Odor - 4
- Medical Assist - 291
- Motor Vehicle Accidents - 46
- Structure Fires - 5
- Trash / Vegetation Fires - 5
- Vehicle Fires - 2
- Weather Related Response - 4
- Non-Emergency Service Calls - 14
- Other Misc Responses - 11
- Cancelled Enroute - 12



#### EMS UNIT RESPONSES - 930

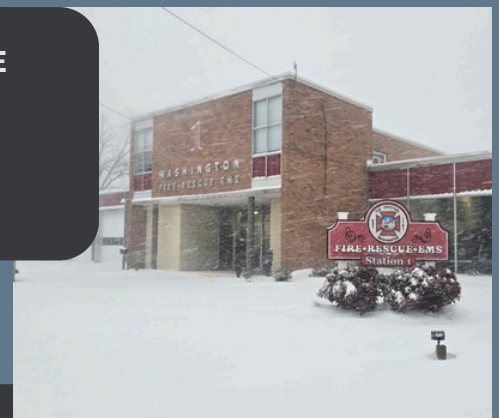
- Patient Transports - 691
- Refusals - 134
- Cancelled Calls - 60
- Treated & Released - 6
- DOAs - 3
- Fire Standbys - 57

### EMS

### FM

#### FIRE MARSHAL OFFICE

- Initial Inspections - 110
- Violations Identified - 155
- Plan Reviews - 4
- Permits Issued - 9



#### COMMUNITY OUTREACH

- 6 Community Events Attended
- 438 Citizens Reached Through Public Education & Outreach





# WASHINGTON, NC POLICE DEPARTMENT

**Q1 2026**  
JAN - MAR

## ★ QUARTERLY REPORT ★

*Our mission is to serve and protect our community with integrity, respect, and professionalism.*



### QUARTER HIGHLIGHTS



**2,478**  
TOTAL CALLS FOR SERVICE  
↓ 22  
vs Q1 2025



**3,374**  
OFFICER INITIATED CALLS  
↑ 24%  
vs Q1 2025



**322**  
CASES CLEARED BY ARREST  
↑ 22%  
vs Q1 2025



**576**  
TRAFFIC CITATIONS  
↑ 91%  
vs Q1 2025



**104**  
PART 1 CRIMES  
↓ 2%  
vs Q1 2025



### TRAFFIC CRASH DATA

	Q1 2025	Q1 2026
TOTAL CRASHES	102	101
FATAL CRASHES	1	2
SERIOUS INJURY CRASHES	2	2
PEDESTRIAN CRASHES	2	0
BICYCLE CRASHES	1	0

### PART 1 CRIME COIMPARISON vs Q1 2025

CRIME TYPE	Q1 2025	Q1 2026	% CHANGE
Murder	1	0	-100.0%
Rape	2	0	-100.0%
Robbery	3	1	-66.7%
Aggravated Assault	5	13	+160.0%
Burglary	6	8	+33.3%
Larceny-Theft	56	51	-8.9%
Assault	31	29	-6.5%



Overall Part 1 crimes decreased **2.0%** compared to Q1 2025.

### TRAFFIC ENFORCEMENT



**576**  
Traffic Citations  
↑ 91%  
vs Q1 2025



**229**  
Seatbelt Violations  
↑ 6.5%  
vs Q1 2025



**214**  
Distracted Driving Citations  
↑ 9.7%  
vs Q1 2025



**87**  
DUI Arrests  
↑ 7.4%  
vs Q1 2025



Traffic enforcement remains a top priority for road safety.

### ONGOING INITIATIVES



**Community Policing**  
Strengthening evidence based policing strategies and community interactions.



**Officer Wellness**  
Office mental health and physical wellness as a priority area.



**Implementation of Camera and LPR Technology in the City**  
Enhancing public safety and investigative capabilities with WHA.



**Upgrading Computer Software Infrastructure for the Department**  
Improving efficiency, data security, and service delivery.



**PROUDLY SERVING OUR COMMUNITY.**  
HONOR • INTEGRITY • SERVICE



Washington, NC Police Department  
202 E. Second Street  
Washington, NC 27889  
(252) 946-4321  
www.washingtonnc.gov/police

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**APPOINTMENT: COUNCIL LIAISONS/REPRESENTATIVES FOR BOARDS,  
COMMISSIONS, COMMITTEES  
ASSIGNMENT OF COUNCIL LIAISONS**

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	
Mid-East Commission	
Hwy. 17 Association	Anthony Tyre
Partnership for the Sounds	
Mayor's Association	Ellen Brabo
Chamber of Commerce	
NCEMPA	Max Perreault



**REQUEST FOR CITY COUNCIL ACTION**

---

**To:** Mayor Brabo & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** June 8, 2026  
**Subject:** Appointments to Various Boards, Commissions, and Committees  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**  
See attached recommended motions

**BACKGROUND AND FINDINGS:**  
Appointments will be made at the June 8, 2026 Council meeting.

**PREVIOUS LEGISLATIVE ACTION**  
N/A

**FISCAL IMPACT**  
\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**  
Board Applications

**ACTIONS SUGGESTED:**

**A. Planning Board:**

No applications were received.

**B. Human Relations Council:**

No applications were received.

**C. Washington Tourism Development Authority:**

I move the City Council re-appoint/appoint \_\_\_\_\_ to the Washington Tourism Development Authority. Term to expire June 30, 2029.

I move the City Council appoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill a VACANT position, term to expire June 30, 2027.

**D. Board of Adjustment:**

I move the City Council re-appoint/appoint \_\_\_\_\_ to the Board of Adjustment. Term to expire June 30, 2029.

I move that City Council re-appoint/appoint \_\_\_\_\_ to the Board of Adjustment. Term to expire June 30, 2029.

**E. Recreation Advisory Committee:**

No applications were received.

**F. Board of Library Trustees:**

I move the City Council re-appoint/appoint \_\_\_\_\_ to the Board of Library Trustees. Term to expire June 30, 2029.

**G. Historic Preservation Commission:**

I move the City Council re-appoint/appoint \_\_\_\_\_ to the Historic Preservation Commission. Term to expire June 30, 2029.

I move the City Council appoint \_\_\_\_\_ to the Historic Preservation Commission, to fill the expiring term of John Carbone. Term to expire June 30, 2029.

I move the City Council appoint \_\_\_\_\_ to the Historic Preservation Commission, to fill a VACANT un-expired term. Term to expire June 30, 2029.

**H. Animal Control Appeals Board:**

No applications were received.

**I. Washington Electric Utilities Advisory Board:**

No applications were received.

**J. Housing Authority**

No applications were received.

# Washington Tourism Development Authority

Requested Board Tourism

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Susan Strickland

ADDRESS 705 E MAIN ST 705 East Main Street

PHONE (WORK) 9196127780 (HOME) \_\_\_\_\_

E-MAIL ADDRESS susanbayolstrickland@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 5 YEARS

YEARS OF EDUCATION \_\_\_\_\_

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE Tourism, Parks and Recreation, Harbor District

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have been on the board since January 2026.

**NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.**

06/01/2026  
Date

Susan Bayol Strickland  
Signature

Requested Board TOURISM

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Felicia Huggins

ADDRESS 207 West 12<sup>th</sup> Street. Washington NC 27884

PHONE (WORK) 252-833-0561 (HOME) 252-341-4600

E-MAIL ADDRESS littleinnonmain@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 56 YEARS

YEARS OF EDUCATION 2 year college

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

As owner of Little Inn on Main and Little Venue on Main as well as living in Beaufort County my entire life I feel I have great insight of what people are looking for in tourism in our area.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

June 1, 2026  
Date

Felicia Huggins  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

Requested Board Tourism

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME AIMAL FRIEDMAN

ADDRESS 401 MOSSWAY, SUITE 301, WASHINGTON, NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 252-947-2076

E-MAIL ADDRESS ASFROCKS@DOI.COM

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 21 YEARS

YEARS OF EDUCATION 14

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I LOVE WASHINGTON AND LOVE TO SEE US GROWING. I HAVE BEEN AN AMBASSADOR WITH THE CHAMBER OF COMMERCE FOR OVER 10 YEARS AND HAVE SEEN MANY WONDERFUL CHANGES. I ALWAYS VISIT THE NEW BUSINESSES COMING IN. I'M INTERESTED TO HELP AND DISCOVER WHAT'S HAPPENING HERE.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

MARCH 6, 2026  
Date

Aimal Friedman  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

**Requested Board** Washington Tourism Development Authority

**CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON**

**NAME** Judith Hare Winslow

**ADDRESS** 1124 N. Bonner Street, Washington N.C.

**PHONE (WORK)** 757-357-2476 **(HOME)** 757-434-4501

**E-MAIL ADDRESS** jharewinslow@gmail.com

**DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON?** YES  NO

**HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY?** 1 1/2 years \_\_\_\_\_ YEARS

**YEARS OF EDUCATION** College Graduate (James Madison University 1982)

**HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?** YES  NO

**IF YES, PLEASE INDICATE** I have worked with municipal boards and commissions in Smithfield VA.

**DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION?** No IF YES, EXPLAIN \_\_\_\_\_

**STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL):** *Use back of sheet if additional space is needed.*  
Attached.

**NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.**

3/4/26  
**Date**

J Hare Winslow  
**Signature**

**NOTE: Application will remain on file for six (6) months. Expiration Date:** \_\_\_\_\_

Judy Hare Winslow  
Director of Tourism  
Smithfield & Isle of Wight County, VA.  
SHORT BIO

Judy Winslow has been the Director of Tourism for Smithfield & Isle of Wight County since January, 2006 following over 25 years in the marketing field. Her experience includes extensive time in the hospitality industry with both Convention and Visitor Bureau management and in hotel sales as well as top level marketing positions in long term care and television production. She will be retiring in June of 2027.

Judy is the past President of the Coastal Virginia Tourism Alliance (representing all of the Destination Marketing/Management Organizations in Coastal Virginia and the Eastern Shore) and the past President for the Virginia Association of Destination Marketing/Management Organizations, a membership-based association of independent destination management bodies and supporting businesses who share political and community support with the primary mission of promoting their areas as meeting and tourism destinations.

Judy serves numerous other boards including VRLTA (Virginia Restaurant, Lodging and Travel Association), the Louisa Tourism Advisory Board, Smithfield VA Events, Historic Smithfield, the Smithfield Little Theatre and Historic Saint Luke's Church.

Judy enjoys spending off-hours with her husband, Michael Whalen, at their retirement home in Washington N.C., and at her daughter and son-in-law's 78-acre Farm Brewery and Winery called Southern Revere Cellars, in Louisa, Virginia. In her spare time Judy enjoys Community Theater (acting, directing and board work), wine tasting with friends and traveling to interesting places!

# JUDY WINSLOW

757-434-4501 ■ JHAREWINSLOW@GMAIL.COM

## WORK HISTORY

January 2006 - present  
**DIRECTOR OF TOURISM**  
*Smithfield & Isle of Wight County, VA*

October 2003 - December 2005  
**GROUP MARKETING MANAGER**  
*City of Newport News, VA*

1993 - 1995 and 2001 - 2003  
**DIRECTOR OF MARKETING**  
*Smithfield Station, Smithfield, VA*

2002 - 2003  
**DIRECTOR OF MARKETING**  
*Manor Care Management, Inc. Suffolk, VA*

1994 - 1996 and 1999 - 2002  
**PRODUCTION MANAGER**  
*Prime Media, Smithfield, VA*

1996 - 1999  
**DIRECTOR OF MARKETING**  
*Mayfair Management, Inc. Smithfield, VA*

1987 - 1992  
**REGIONAL SALES MANAGER**  
*Sheraton & Holiday Inn, Hampton, VA*

1984 - 1987  
**ASSISTANT TO THE GENERAL MANAGER**  
*Coliseum Mall, Hampton, VA*

1982 - 1984  
**ASSISTANT PERSONNEL MANAGER**  
*Leggett Department Store. Hampton, VA*

## EDUCATION & CERTIFICATIONS

**Bachelor of Science**  
**JAMES MADISON UNIVERSITY**  
Harrisonburg, VA

**Major** Communication Arts  
**Minor** Marketing

Member of the Alpha Epsilon Rho  
Broadcasting Honor Society

**Certified Virginia Destination Professional (VDP)**

## GRANTS & AWARDS

Authored and awarded eight supplemental grants, leveraging department budget to support marketing initiatives.

Recipient of multiple Tourism Virgo Awards, Trailblazer & TripAdvisor Awards.

## LEADERSHIP

17+ years of progressively responsible experience in local government and staff management. Particularly adept at conflict resolution.

Serve as the President of the Coastal Virginia Tourism Alliance (CVTA) a collaborative regional effort comprised of 17 Destination Marketing Organizations.

Past President of the Virginia Association of Destination Marketing Organizations "VADMO" (formerly VACVB), a State Tourism Association with over 60 member organizations. Multi-year Conference Chairman for State Tourism Summits and Symposiums.

**Board Member:** VADMO; Smithfield 2020; Smithfield VA Events; Smithfield Farmer's Market; Historic Smithfield; Historic Saint Luke's Church & Museum; Smithfield Little Theatre; Salty Southern Route Initiative; and Paul D. Camp Community College Foundation.  
**Member:** Virginia Restaurant, Lodging & Travel Association; American Bus Association.

Two-time Former President of the Smithfield Little Theatre.

Mentor community stakeholders in marketing efforts to expand customer base, enhance amenities for residents and visitors—with the goal of generating additional sales, meals and lodging revenue and supporting business retention efforts.

## COMMUNICATIONS & PUBLIC RELATIONS

Establish and implement Tourism Department objectives, performance measurements and strategic plans. Produce tourism annual reports and related publications.

Write and distribute news releases, advertorial pieces, award nominations, grant applications, etc. Oversee development of marketing collateral, specialty campaigns, and event-driven publications. Negotiate and place print, television, radio and digital advertising.

Media contact for Tourism Department, Town and County. Work with the media in seeking positive placement of editorial material promoting tourism and quality of life. Successfully coordinated favorable editorial coverage in over 30 publications including Southern Living, Savour, Colonial Homes, Chesapeake Bay, and Virginia Living Magazines.

Conduct presentations regarding Smithfield and Isle of Wight events, programs and amenities to promote activities to conferences, corporations, travel partners and civic organizations.

Work with Town and County arts and cultural organizations to develop and promote events, fundraisers, exhibits and other programming and collaborations.

Sell Smithfield and Isle of Wight to conferences, tour groups, reunions and meetings. Organize Familiarization Tours showcasing destination to attract leisure and business travel.

## MANAGEMENT & ADMINISTRATION

Manage Tourism Department, including annual budget preparation and oversight for nearly half million-dollar budget, jointly funded by the Town of Smithfield and the County of Isle of Wight. Excel within the Council-Manager form of government and its method of operations. Cultivate and maintain positive relationships with Smithfield Town Council and Isle of Wight Board of Supervisors.

Mentor and manage highly productive team of 14 individuals and daily operation of state-certified visitor center.

Produce and/or co-produce events in accordance to Town and County policies and budget. Oversee and direct staff and volunteers during special events.

Review Requests for Proposal and serve on procurement panel interviews for various Town and County services.

Offer analytic abilities to research and triage multiple situational options through to recommendation.

June 8, 2026

Requested Board "WTDA" WASHINGTON TOURISM DEVELOPMENT AUTHORITY

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME FRED O. WATKINS, III

ADDRESS 306 SUNNYSIDE DRIVE WASHINGTON, NC 27889

PHONE (WORK) 252-943-5005 (HOME) 252-946-1844

E-MAIL ADDRESS FOWATKINS@HOTMAIL.COM

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 75 YEARS

YEARS OF EDUCATION BSBA FROM ECU 16 YEARS

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE WTDA, WHDA, WATERFRONT DOCKS ADVISORY - CHAIRMAN

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I HAVE BEEN IN THE HOTEL BUSINESS FULL TIME AS AN OWNER AND MANAGING PARTNER SINCE 1998. I LOVE MY HOMETOWN AND I AM VERY INTERESTED IN HELPING PROMOTE TRAVEL AND TOURISM TO ENCOURAGE PEOPLE TO VISIT WASHINGTON AND SPEND NIGHTS IN OUR HOTELS, RESTAURANTS & VARIOUS WASHINGTON BUSINESSES.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

Date 2/23/2026

Signature Fred O. Watkins, III

Requested Board Tourism

**CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON**

NAME Betsy Augustine Hester

ADDRESS 316 W. Main Street, Washington, NC 27889

PHONE (WORK) 252-813-4047 (HOME) same

E-MAIL ADDRESS hestermom@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 9 years YEARS

YEARS OF EDUCATION BS ECU, MA Certification Antioch, and currently working on MFA ECU

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

\_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

See reverse for qualifications

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.**

April 16, 2026

Date

Betsy Hester  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

I believe I am more than qualified to serve on the Board for the *Tourism Development Authority* for the City of Washington. Nine years ago, we purchased our home on Main Street, and I decided to make Washington my permanent residence. I left behind 50 years in Rocky Mount, a long teaching career in which I was the face of the *International Baccalaureate Program* where I promoted this unique education opportunity across four counties, and through service on a number of boards. I served on the board for *My Sister's House*, a shelter for battered women and children and was a founding member and the first President), member of *Nash-Wilson Sierra Club*, Organizer for *Citizens Against the Atlantic Coast Pipeline*, and board member for *Communities In Schools*. However, once here, I committed myself to the City of Washington and it's branding through various volunteer efforts. I served on the Board of Directors for *Sound Rivers* for six years but volunteered with them for ten years before that. I organized a student group to do water-quality sampling from the *Tar River for Sound Rivers Swim Guide Program*. I conducted yearly *Turkey drives* for needy families raising food for full Thanksgiving meals for more than 150 families. I also served as a Trustee for the *Pamlico-Tar River Foundation* for four years, where my role was to help monitor the health of the financial investments and security of the organization's foundation. I currently serve on the Board of Trustees and as an officer for *The Historic Port of Washington Project*, also known as HPOW. Fundraising is my strength, and I have done significant fundraising locally for HPOW, Sound Rivers, as well as for the Estuarium and a number of musical fundraisers for Ukraine, Eagle Wings, and Sound Rivers.

Requested Board Tourism Development Authority

**CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON**

NAME Billie Wilson

ADDRESS 403 Cedar Ln., Washington, NC 27889

PHONE (WORK) 252-802-6021 (HOME) 252-263-6452

E-MAIL ADDRESS Billiewilson2020@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 5 YEARS

YEARS OF EDUCATION Four Post Secondary (Bachelor of Arts Degree)

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I was honored to bring the idea of the New Year's Eve Crab Drop event to Council in January 2025, and to serve on the Crab Drop Committee that was subsequently formed. The event was a huge success, with approximately 3,700 in attendance and bringing an additional 5,000 visitors to the downtown area on New Year's Eve. I would be thrilled to have the opportunity to serve on the Tourism Development Authority, as I believe that tourism is vital to Washington, both in terms of revenue and quality of life.

**NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.**

5/01/2026  
Date

Billie Wilson  
Signature

**NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_**

Requested Board Tourism

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Linda Harrington

ADDRESS 129 Van Norden

PHONE (WORK) 919..610.9415 text (HOME) 919.324.3894

E-MAIL ADDRESS linda@flyingpigprovisions.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION 18

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE Tourism

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

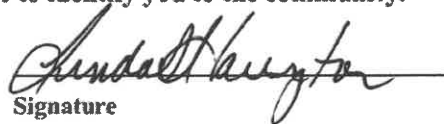
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I currently co-own three business that operate in Washington and that depend upon and invite tourism; When Pigs Fly Inn (a bed and bath in the Historic District), Flying Pig Provisions (a gift shop on Main Street), and Forks of Little Washington (a food tour business that will start in July of 2026). Showing off Washington, bringing people to Washington to share what our town has to offer, is very important to me! My husband and I are both thrilled to be here and count ourselves lucky that we were able to make the move here from Raleigh and build a life. We take our commitment to our community seriously. At all times we act as ambassadors for Washington with visitors that we come in contact with. We are proud of the fact that several of our guests have made their homes here since visiting with us.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 17, 2026

Date

  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

# Board of Adjustment

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Steven c. Fuchs

ADDRESS 125 Honey Pod Farm Rd, Washington NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 2529438200

E-MAIL ADDRESS \_\_\_\_\_

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 44 YEARS

YEARS OF EDUCATION 18- Master's Degree

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE Board of Adjustment


DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I've served on the BOA since 1990 and have been elected chairman yearly since 1996. Since that time I believe our Board has made many difficult but fair decisions. I have strived to lead and conduct the BOA's actions in the best interest of the applicant and the City. This is extremely difficult and requires knowledge and focus on the facts, evidence, and the rules which govern the BOA's actions. I believe I am extremely qualified to continue to conduct the board of business in a fair, professional and unbiased manner. I would greatly appreciate the opportunity to serve again.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

1 June 2026  
Date

Steven C.Fuchs  
Signature 

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Wali A. Saleem

ADDRESS 211 Thomas Pl, Washington, NC 27889

PHONE (WORK) 252-362-2329 (HOME) 252-946-3647

E-MAIL ADDRESS wsaleem0849@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 76 YEARS

YEARS OF EDUCATION Completed Masters Degtee at ECU

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE Board of Adjustment

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have been a member of this board for about 6 years. I feel that I can offer a clear level of thinking in applying city ordinances and requirements, to the requests presented to the Board. I am proud to serve the City and its citizens in this capacity.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

June 1, 2026  
Date

Wali A. Saleem  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: June 1, 2026

# Board of Library Trustees

Requested Board Brown Library

**CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON**

NAME Randa Flournoy

ADDRESS 463 Taylor Road, Chocowinity, NC 27817

PHONE (WORK) 252-833-7765 (HOME) 919-690-6380

E-MAIL ADDRESS Claibornerg@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (  ) NO (  )

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? Six YEARS

YEARS OF EDUCATION Four Years -Bachelors Degree

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (  ) NO (  )

IF YES, PLEASE INDICATE Brown Library

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I feel I am qualified to continue to serve on the Brown Library Board as I have shown to be an impactful and productive board member in my previous term. I have a passion to serve and support Brown Library. I am a literature enthusiast and I run four books clubs, one being a public book club open to our community. I have experience being on other boards serving as Director for the Washington Harbor District Alliance.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

June 2, 2026  
Date

Randa Flournoy  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: December 2, 2026

# Historic Preservation Commission

Requested Board Historic Preservation Commission

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Beth Shook Casey

ADDRESS 124 Charlotte Street, Washington, NC 27889

PHONE (WORK) 252-328-9437 (HOME) 252-943-5180

E-MAIL ADDRESS bethscasey@icloud.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 29 YEARS

YEARS OF EDUCATION 18 years; master's degree

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE Historic Preservation Commission

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I am a currently commission member. I have served since June 2021.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

June 1, 2026  
Date

Beth S. Casey  
Signature

Requested Board Historic

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Mary Pat Musselman

ADDRESS 755 W. 2<sup>nd</sup> St Washington, NC 27689

PHONE (WORK) 585 233 3744 (HOME) \_\_\_\_\_

E-MAIL ADDRESS mpmuss13@yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 13 YEARS

YEARS OF EDUCATION Masters in Education

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I have lived in Washington, NC for 13 years with my husband very happily. I was on the Preservation Board for 3 years several years ago and served with Ed Hodges. Hardy board was a chief concern back then! I have watched as this city has grown and contended with many new concerns. I remain

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 16, 2016  
Date

Mary Patricia Musselman  
Signature

concerned with empty houses, neglected properties with no monetary consequences especially in the historic Districts on either side of Main Street.

I would like to serve on this board to contribute to the positive development of this city. Thank you for considering my application

Mary Pat Mursdine

Requested Board Historic Preservation

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Kimberly Godley

ADDRESS 319 N Bonner St. Washington, NC

PHONE (WORK) 252. 414.0513 (HOME) \_\_\_\_\_

E-MAIL ADDRESS Godleykim7@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 26 YEARS

YEARS OF EDUCATION 4 yr. undergrad 2 yr. grad school

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

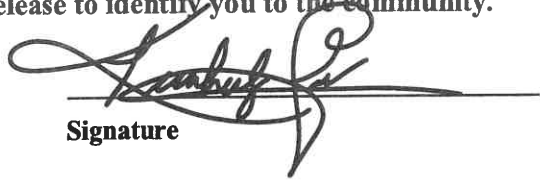
\_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I have experience communicating difficult regulatory changes to residents and property owners in a clear manner, ensuring they are making an informed decision regarding their insurance and properties. My professional background in the medicine and insurance field required me to continuously stay abreast of new and updated laws that directly affect individuals of Beaufort County.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

4-5-2024  
Date

  
Signature

**CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON**

NAME Billie Wilson

ADDRESS 403 Cedar Ln., Washington, NC 27889

PHONE (WORK) 252-802-6021 (HOME) 252-263-6452

E-MAIL ADDRESS billiewilson2020@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 5 YEARS

YEARS OF EDUCATION Four - Bachelor's Degree in Government (Political Science)

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

~~I have worked for a local commercial general contractor for 21 years. In my role, I have had the opportunity to be involved in several historic renovation projects, including the Elizabeth City Arts Council, Roanoke River Lighthouse, and the Roanoke River Maritime Museum, among others. Currently, my firm is working on an adaptive reuse project for the historic Sears Building in downtown Edenton. I believe that I bring experience and knowledge of the complex nature of historic preservation, especially as it applies to the commercial buildings. Thank you for your consideration.~~

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

02/26/2026  
Date

Billie Wilson  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

Requested Board Historic Preservation Commission

**CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON**

NAME Amanda Blackmon

ADDRESS 310 Smaw Road Washington, NC 27889

PHONE (WORK) 252-802-6027 (HOME) 404-431-0351

E-MAIL ADDRESS amandablmt@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES  NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 29 YEARS

YEARS OF EDUCATION 2

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I grew up in Washington, moved away and came back 10 years ago. I fell in love with Washington all over again. I love the historic homes of the city and would hate to see people destroy the beauty of these old homes. I want to see downtown and the historic district maintain its integrity.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

1/13/26

Date

Amanda Blackmon

Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

Requested Board HISTORIC PRESERVATION

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Gayle LEE HUDSON

ADDRESS 524 WEST MAIN ST.

PHONE (WORK) 310-383-0411 (HOME) \_\_\_\_\_

E-MAIL ADDRESS GayleLEE2@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES () NO ()

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 YEARS

YEARS OF EDUCATION BA. UCLA

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES () NO ()

IF YES, PLEASE INDICATE N/A

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

AS A RESIDENT OF WASHINGTON'S HISTORIC DISTRICT, I HAVE A STRONG APPRECIATION FOR THE IMPORTANCE OF PRESERVING THE CHARACTER AND HERITAGE OF OUR COMMUNITY. MY BACKGROUND AS AN INTERIOR DESIGNER, ALONG WITH MY EXPERIENCE RESTORING AND MAINTAINING HISTORIC PROPERTIES, HAS GIVEN

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

Date June 4, 2026

Signature Gayle Lee Hudson

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_

ME AN UNDERSTANDING OF BOTH DESIGN PRINCIPALS  
AND PRACTICAL CHALLENGES FACED BY PROPERTY  
OWNERS. I BELIEVE I CAN BRING A THOUGHTFUL AND  
BALANCED PERSPECTIVE AND A GENUINE COMMITMENT  
TO PRESERVING WASHINGTON'S HISTORIC RESOURCES.



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Brabo & Members of the City Council  
**From:** Jon Rorie, City Manager  
**Date:** June 8, 2026  
**Subject:** Adopt a Resolution to Accept Grant Assistance from NC Department of Commerce for the Streetscape Phase 2 Engineering and Construction Award No: SA-0435

**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

### RECOMMENDATION:

I move Council adopt the resolution to accept funding for the Streetscape Phase 2 Engineering and Construction, Award No.: SA-0435.

### BACKGROUND AND FINDINGS:

The City of Washington seeks to continue enhancing the downtown area through Phase 2 of the Streetscape Improvement project. The project will include critical infrastructure improvements sidewalk enhancements, decorative lighting, landscaping and street furniture to improve pedestrian safety, accessibility, and overall aesthetic appeal of the downtown business district. The Rural Economic Development Division grant provides an opportunity to secure necessary funding for both engineering and construction phases of this project.

### PREVIOUS LEGISLATIVE ACTION:

City Council approved a Resolution at the March 3, 2025, City Council Meeting, to apply for the Rural Downtown Economic Development Grant for financing the cost of engineering and construction of the Downtown Streetscape Improvement Project Phase 2

### FISCAL IMPACT

This grant will provide funding for the engineering and construction costs of the Downtown Streetscape Improvement Project Phase 2. A local match of 5% is required. The amount approved by the granting agency is \$850,000 with a 5% local match. The estimated cost of the streetscape improvements, not including electrical utilities or stormwater management, is approximately \$1,479,525.00 and will have to be allocated from the capital project fund.

Currently Budgeted (Account: \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

- Resolution



**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Washington does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Washington City Council duly held on the 8<sup>th</sup> day of June, 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 8<sup>th</sup> day of June, 2026.

---

Cynthia Bennett, City Clerk

(SEAL)



# REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Brabo & Members of the City Council  
**From:** Kristi Roberson, Parks & Recreation Director  
**Date:** June 8, 2026  
**Subject:** Renew Joint Use Agreement – Playing Fields on Ed Tech Center Campus  
**Applicant Presentation:** N/A  
**Staff Presentation:** Kristi Roberson

**RECOMMENDATION:**

I move that City Council authorize the Mayor to renew the agreement with the Beaufort County Board of Education for the joint use of the playing fields on the Ed Tech Center Campus.

**BACKGROUND AND FINDINGS:**

The Beaufort County School Board of Education approved the joint use agreement as written on June 1, 2026. The agreement is the same agreement that has been in place since 2015.

**PREVIOUS LEGISLATIVE ACTION**

Joint use agreement has been in place since 2015

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Joint Use Agreement.

**STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT**

**JOINT USE AGREEMENT**

This Joint Use Agreement (hereinafter referred to as "Agreement") for the joint use of P.S. Jones Memorial Park (hereinafter referred to as "Park") is made and entered into as of the 1st day of July, 2026, by and between the CITY OF WASHINGTON (hereinafter referred to as "City"), and the BEAUFORT COUNTY BOARD OF EDUCATION (hereinafter referred to as "Board") (collectively may be referred to herein as the "Parties").

**WITNESSETH**

**THAT WHEREAS**, the Parties recognize that joint cooperation and action between the Board and the City shall ensure that the best facilities and services are provided to the citizens of Beaufort County with the least expenditure of public funds;

**WHEREAS**, the Parties are mutually interested in quality education and recreation programs for Beaufort County students, youth, and citizens;

**WHEREAS**, the Parties are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities;

**WHEREAS**, the Board owns certain real property described hereinbelow upon which the Park is located;

**WHEREAS**, the Parties desire to enter into an agreement for the joint use of the Park for the benefit of the Beaufort County schools and the community;

**WHEREAS**, the Board desires to permit the City to use the Park when the Park is not being used by the Board;

**WHEREAS**, the City desires to assist the Board with maintenance of the Park;

**WHEREAS**, community use of school property and facilities is encouraged by the Community Schools Act, North Carolina General Statute (N.C.G.S.) 115C-203 et seq.; and

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274.

**NOW, THEREFORE**, pursuant to N.C.G.S. 115C, Article 13, N.C.G.S. 115C-524(b), and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the Parties and such other mutual promises and covenants as are hereinafter set forth, the receipt and legal sufficiency of which consideration are hereby acknowledged, the Board and the City do hereby agree as follows.

1. **Property Description.**

The property subject to this Agreement is that approximately 4.5 acre public park commonly known as P.S. Jones Memorial Park located on North Bridge Street in Washington, North Carolina as shown generally on Attachment "A" .

2. **Term.**

This Agreement shall run from July 1, 2026 thru June 30, 2031.

3. **Enhancements, Modifications, Renovations, or New Construction.**

The Board may make any enhancements, modifications, renovations, or new construction on or to the Park as may be necessary for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the City; however, the Board shall notify the City that it is making such improvements.

The City shall be responsible for any enhancements, modifications, renovations, or new construction on or to the Park as may be necessary for City needs; however, no such improvements may be made by the City without the Board or the Board designee's prior written approval. After the Board approves the plans and schedule for any such improvements proposed by the City, the City shall proceed with such improvements at its expense.

4. **Ownership.**

All future improvements made to or upon the Park shall be the property of the Board unless the Parties agree otherwise in writing.

5. **Appropriate Use.**

Use of the Park shall be consistent with the proper care and preservation of public school property as required by N.C.G.S. 115C-524.

6. **Joint Use and Scheduling.**

The Parties agree that the use of the Park shall be in accordance with the following conditions and provisions.

A. **Administrative Control.**

The Superintendent of the Beaufort County Schools or designee shall have administrative control over the Park at all times.

B. **Use and Scheduling.**

Use of the Park shall be in accordance with the following conditions and provisions.

- (1) The Board shall have first priority of use at all times of the Park for school system activities.
- (2) For the purposes of this Agreement, City's use of the Park shall be defined as those programs that the City initiates or perpetuates or those third party programs that the City assists pursuant to an agreement between the third party and the City.

- (3) For the purposes of this Agreement, third party use is defined as non-Board and non-City use. This provision shall not be construed to prohibit the use of the Park by third parties who contract with the City for the third party's recreational purposes; said third party use shall be allowed and the City agrees to provide any related third party contract to the Board upon the request of the Board.
- (4) The Parties shall maintain on-going, open, reciprocal communication while acting in good faith to build a positive reciprocal relationship.
- (5) Each party hereto shall designate one person as the point-of-contact for communication with the other party. The respective points-of-contact and/or other responsible party representatives shall:
  - (a) Communicate as needed to confirm or update usage and maintenance schedules;
  - (b) Be responsible for making participants aware of any cancellations or rescheduling of municipal activities; and
  - (c) Be aware of special circumstances such as emergency weather conditions.

C. **Inclement Weather.**

The Board may make decisions on when to close the Park due to inclement weather. The City shall comply with the Board's inclement weather determinations and will not access the Park when the same is closed due to inclement weather.

D. **Supervision and Security.**

- (1) The City shall provide for appropriate supervision and adhere to all applicable Board rules and policies while using the Park.
- (2) The City shall be responsible for providing sufficient and appropriate security for its programs, activities, and events.
- (3) In the event of damage attributed to City use or maintenance of the Park, the City shall restore such damage at least to its condition immediately before such damage.
- (4) Allowed third parties shall provide their own supervision and security pursuant to agreement with City.

E. **Fees/Charges.**

Except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with the City's use of the Park unless mutually agreed upon.

F. **Income from City Programs.**

The Parties agree that the income and revenues generated from the City's use of the Park shall be retained by the City.

G. **Income from School Programs.**

The Parties agree that the income and revenues generated from Board use of the Park shall be retained by the Board.

H. **Concession Operations.**

- (1) The Board or its operating agent has the right to operate concessions on the Park when the same are being used for Board purposes and the proceeds shall be retained by the Board.
- (2) The City or its operating agent or allowed third parties have the right to operate concessions on the Park when the same are being used for City purposes and the proceeds shall be retained by the City and/or the allowed third parties.

7. **Housekeeping, Routine/Preventive Maintenance and Major Repair or Life Cycle Maintenance.**

A. **General Guidelines.**

- (1) The City shall be responsible for general cleanup of the Park after City use to maintain acceptable appearance and required safety levels.
- (2) The City shall be responsible for routine grass maintenance, including mowing and trimming of the Park.
- (3) All mowing and clean-up of debris will be completed by area rather than by task, meaning that all required work in one area will be completed on the same day and before moving on to the next area.
- (4) Nothing herein shall be construed to require the City to remedy any condition of the Park that is not attributable to the City's use or maintenance of the Park.

8. **Insurance.**

The Parties shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance in the amount of \$1,000,000/\$2,000,000, or the minimum required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of their respective use or maintenance of the Park and at least \$1,000,000 or the minimum required by North Carolina State Law to cover property damage growing out of each accident or occurrence. Participation by the City in the North Carolina League of Municipalities (IRFFNC) or its equivalent and participation by the Board in the North Carolina School Board's Trust or its equivalent will satisfy the Parties' respective requirements for liability insurance. The Board and the City are each responsible for insuring the replacement value of their respective fixtures and personal property.

9. **Open to Beaufort County Residents.**

The City agrees to provide its program services within the space available to all residents of Beaufort County.

10. **Nondiscrimination.**

The City shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the City nor its employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services or privileges offered to or enjoyed by residents of Beaufort County, nor shall the City or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, age,

sex, religion, or national origin. Nothing contained herein shall be construed to prohibit the City from adopting a disparate fee schedule based upon residency.

11. **Termination.**

Each party may terminate this Agreement at any time upon written notice.

12. **Notices.**

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board:           The Board of Education  
Beaufort County Public School System  
321 Smaw Road  
Washington, NC 27889

City:             City of Washington  
Jonathan Rorie, City Manager  
PO Box 1988  
Washington, North Carolina 27889

or to such other address as either party may specify in the manner hereinabove prescribed.

13. **Severability.**

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Non-Assignment.**

The City may not assign this Agreement. The City may use the Park only as provided for in this Agreement and shall not allow any other person, organization, or corporation to use the Park without the express written permission of the Board, which may be provided by the Board to the City via email or fax from the Administrative Assistant to the Superintendent to the City's Events and Facilities Supervisor.

15. **Entire Agreement.**

The Parties agree that this document constitutes the entire agreement between the Parties and may only be modified by a written mutual agreement signed by the Parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the Parties, the terms of this Agreement shall control.

16. **Agreement in Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Beaufort County Board of Education has caused this Agreement to be signed by its Chair, attested to by its Superintendent/Secretary, and sealed with its corporate seal, and the City has caused this Agreement to be signed by its Mayor attested to by its Clerk, and sealed with its corporate seal, by order of the respective governing boards duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Tammy Swindell, Chief Finance Officer  
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
Christie Potts, Chief Finance Officer  
Beaufort County Board of Education

BEAUFORT COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_ (SEAL)  
TW Allen, Chairman

ATTEST

By: \_\_\_\_\_ (SEAL) (Affix Corporate Seal)  
Mark Doane, Superintendent/Secretary

CITY OF WASHINGTON

By: \_\_\_\_\_ (SEAL)  
Ellen Brabo, Mayor

ATTEST

By: \_\_\_\_\_ (SEAL) (Affix Corporate Seal)  
Cynthia Bennett, City Clerk

**NORTH CAROLINA  
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that Mark Doane appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its Chair, sealed with its corporate seal and attested by him as its Superintendent/Secretary.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026 .

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**NORTH CAROLINA  
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid hereby certified that Cynthia Bennett personally appeared before me this day, and being duly sworn by me acknowledged that she is Clerk of the City of Washington, and that by authority duly given and as the act of the City, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

# ATTACHMENT "A"

820 N Bridge St - Google Maps



# Request to Place Item on June 8, 2026 Council Agenda — Status of February 9, 2026 Council Recommendation on Property Tax Rate and Reversal of 28% Property Tax Increase

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

June 2, 2026

Cynthia Bennett

City Clerk

City of Washington

Washington, North Carolina

**Re: Request to Place Item on June 8, 2026 Council Agenda — Status of February 9, 2026 Council Recommendation on Property Tax Rate and Reversal of 28% Property Tax Increase**

Dear Ms. Bennett,

Pursuant to the Council's rules of procedure, I respectfully request that the following item be placed on the agenda for the regular meeting of the Washington City Council on Monday, June 8, 2026, under Old Business:

***Status of February 9, 2026 Council Recommendation on Property Tax Rate and Reversal of 28% Property Tax Increase — Inquiry and Reaffirmation***

The basis for this request is as follows. At the regular meeting of the Council on February 9, 2026, the Council adopted by a 3-2 majority vote a formal motion to recommend a property tax rate of \$0.3775 (the revenue-neutral rate from the last budget year) to be incorporated into the FY 2026–2027 budget preparation. The motion was made by then-Mayor Pro Tem Fritz, seconded by Councilmember Davis, and carried with affirmative votes from Fritz, Davis, and Perreault. The City Manager's recommended budget for FY 2026–2027, however, proposes a property tax rate of \$0.465 per \$100 of valuation — a rate \$0.0875 above the rate formally recommended by Council majority on February 9, and approximately 19% above the rate the Council directed staff to incorporate in budget preparation.

The people of Washington are entitled to a public explanation of this gap, and the Council is entitled to exercise its authority under N.C.G.S. § 159-15 to set the property tax rate consistent with the recommendation it adopted in February. The proposed agenda item is intended to provide for both.

Specifically, the item should provide for:

Inquiry to the City Manager on the record regarding whether and how the February 9, 2026 Council recommendation was incorporated into the recommended budget, and the specific rationale for any deviation;

Council consideration of a motion reaffirming the February 9, 2026 recommendation and directing that the property tax rate adopted in the FY 2026–2027 budget ordinance reflect that recommendation; and

A roll-call vote on the reaffirmation motion so that each member's position is recorded individually in the minutes.

I respectfully ask that this item be placed under Old Business on the June 8, 2026 agenda, preceding consideration of the FY 2026–2027 budget ordinance, so that the rate established in that ordinance reflects the action taken by Council on the record.

A copy of the February 9, 2026 meeting minutes confirming the action of the Council is enclosed for reference. Please confirm receipt of this request and inclusion of the item on the published agenda.

Thank you for your attention to this matter.

Respectfully,

Joe Davis

**Council Member, City of Washington**  
**Add as Enclosure:**  
**Excerpt of February 9, 2026 Council Meeting Minutes — Property Tax Rate Recommendation**  
**SET – PROPERTY TAX RATE**

Mr. Roberson stated setting the tax rate is actually part of the budget process and it is premature to do so at this time, but noted Council can suggest a recommended rate. Mr. Roberson stated we are planning to go back to the baseline budget from two years ago. The City Attorney agreed that it is premature to set the tax rate, but Council can recommend a tax rate.

Mayor Pro tem Fritz made a motion to recommend a property tax rate of \$0.3775 (*target the revenue neutral rate from the last budget year*) and the motion was seconded by Councilmember Davis.

Councilmember Tyre asked what numbers will be presented to Council and Mr. Roberson stated there will be three columns presented in the budget. One column from staff, one from the city manager and the final column is the approved amount from Council. Councilmember Perrault noted that giving this number to staff early on, gives them plenty of time to work on the budget.

Voting for the motion: Fritz, Davis, Perrault; Against: Horton, Tyre

Motion carried 3-2.

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Fritz</b>	<b>x</b>	
<b>Councilmember Davis</b>	<b>x</b>	
<b>Councilmember Perreault</b>	<b>x</b>	
<b>Councilmember Horton</b>		<b>x</b>
<b>Councilmember Tyre</b>		<b>x</b>



**REQUEST FOR CITY COUNCIL ACTION**

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**To:** Mayor Brabo & Members of the City Council  
**From:** Shane Lewis, Electric Utilities Director  
**Date:** June 8, 2026  
**Subject:** N.C. Eastern Municipal Agency, Purchase Power  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council transfer \$1.5 million from Fund Balance to N.C. Eastern Municipal Agency (035-8320-4800).

**BACKGROUND AND FINDINGS:**

This is to cover expenses for the electric purchase power bills in this fiscal year.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

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 Estimated Revenues in the Electric Fund be increased in the amount indicated to cover the cost of purchase power:

035-3991-9910	Fund Balance Appropriated	\$1,000,000
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Section 2. That the following account number in the Purchase Power department of the Electric Fund appropriations budget be increased in the amount indicated:

035-8320-4800	NCEMPA	\$1,000,000
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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 8<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



**CAPITAL PROJECT ORDINANCE FOR ELECTRIC 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 Electric Fund Capital Project Fund be increased or decreased in the following accounts and amounts:

501-3481-0050	DOT Reimbursement Project Camp Leach	\$64,894
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Section 2. That the following appropriation accounts in the Electric Fund Capital Project Fund be increased or decreased by the following amounts to fund Camp Leach Bridge Project:

501-8401-4502	Construction Project Camp Leach	\$64,894
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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 June, 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



## **REQUEST FOR CITY COUNCIL ACTION**

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**To:** Mayor Brabo & Members of the City Council  
**From:** Hope Woolard, Public Works Director  
**Date:** June 8, 2026  
**Subject:** Amended Funding Offer for Water Treatment Plant Rehabilitation Project and Amend Grant Project Ordinance  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

### **RECOMMENDATION:**

I move that Council accept the amended funding offer from the North Carolina Division of Water Infrastructure for the additional amount of \$3,814,910 for the Water Treatment Plant Rehabilitation Project, to bring the total loan amount to \$9,968,910 and approve the Budget and Grant Project Ordinance Amendment.

### **BACKGROUND AND FINDINGS:**

City Council approved a tentative resolution to award for the construction of the Water Treatment Plant Rehabilitation Project to State Utility Contractors and approved to request the additional funding needed to complete the project at the April 13, 2026 meeting. The North Carolina Division of Water Infrastructure has approved that request, increasing the loan amount for the project to \$9,968,910 to be repaid at 1.76% interest.

### **PREVIOUS LEGISLATIVE ACTION**

### **FISCAL IMPACT**

Currently Budgeted (Account: \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

### **SUPPORTING DOCUMENTS**

- Revised Funding Offer and Acceptance
- Budget and Grant Project Ordinance Amendment
- Resolution

**AN ORDINANCE TO AMEND THE BUDGET, AND  
WATER TREATMENT PLANT REHAB GRANT  
PROJECT WIF-2049  
CITY OF WASHINGTON, N.C.  
FOR FISCAL YEAR 2025-2026**

**BE IT ORDAINED**, by the City Council of the City of Washington, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The project authorized is for the Water Treatment Plant Rehab grant.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements.

Section 3. The following revenue is anticipated to be available to complete this project:

203-3480-0508	NCDEQ Funding Project Water Treatment Plant Rehab	\$9,968,910
203-3980-3000	Transfer from Water Fund Project Water Treatment Plant Rehab	(558,164)
203-3991-9910	Fund Balance Appropriated Project Water Treatment Plant Rehab	558,164

Section 4. The following amounts are appropriated for the project:

203-8101-0401	Admin & Legal Project Water Treatment Plant Rehab	\$39,597
203-8101-0403	Engineering & Design Project Water Treatment Plant Rehab	144,951
203-8101-4500	Construction Project Water Treatment Plant Rehab	8,786,855
203-8101-9900	Contingency Project Water Treatment Plant Rehab	439,343

203-8101-9270	Transfer to Water Fund Project Water Treatment Plant Rehab	558,164
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Section 5. The following revenue is anticipated to be available to complete this project:

030-3991-9910	Fund Balance Appropriated Project Water Treatment Plant Rehab	\$(558,164)
030-3980-5300	Transfer from CPF Project Water Treatment Plant Rehab	558,164

Section 6. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 7. Funds may be advanced by the Water Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 8. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 9. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 10. Copies of this grant project ordinance shall be furnished to the City Clerk, and to the Budget Officer, and to the Finance Director for direction in carrying out this project.

Section 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 12. This ordinance shall become effective upon its adoption.

This the 8<sup>th</sup> day of June, 2026.

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Mayor

Attest:

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City Clerk

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

**Project Number(s): WIF-2049**

City of Washington  
P.O. Box 1988  
Washington, North Carolina 27889

**Assistance Listing Number: 66.468**  
**Unique Entity ID Number: RA1VWGK6ERU7**

**Funding Program**

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input checked="" type="checkbox"/>	\$3,814,910	\$6,154,000	\$9,968,910
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)*	<input type="checkbox"/>			
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

**Project Description:**

Water Treatment Plant Rehabilitation

**Total Financial Assistance Offer:** **\$9,968,910**  
**Total Project Cost:** \$9,968,910  
**Estimated Closing Fee\*\*:** \$199,379  
*For Loans*  
**Interest Rate:** 1.76% Per Annum  
**Maximum Loan Term:** 20 Years

\* Federal conditions and requirements will also apply to S.L. 2023-134 projects co-funded with federal funds.

\*\* Estimated closing fee calculated based on grant and loan amount.

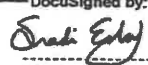
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure**  
**North Carolina Department of Environmental Quality**

DocuSigned by: 	5/29/2026
Signature	Date

On Behalf of:

City of Washington

Name of Representative in Resolution:

\_\_\_\_\_

Title (Type or Print):

\_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	June 8, 2026 Page 196 of 281	Date
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**APPLICABLE STANDARD CONDITIONS\***

Project Applicant: City of Washington

Project Numbers: WIF-2049

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report review process.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
8. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
9. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

10. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
11. Payment of the sums specified herein are subject to and contingent upon the availability, allocation, and appropriation of funds to the Department of Environmental Quality by the State or Federal government.

*\*Note: 1 does not require anything to be submitted. 8 and 9 apply to the CWSRF only. Details on all of these conditions can be found the EPA Cross-Cuttèr handbook.*

## **ASSURANCES**

**Project Applicant: City of Washington**

**Project Numbers: WIF-2049**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

**RESOLUTION BY CITY OF WASHINGTON**

**WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collections systems, and water supply systems, water conservation projects, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$9,968,910 for the Water Treatment Plant Rehabilitation Project # WIF – 2049, and

**WHEREAS,** the City of Washington intends to perform said project in accordance with the approved plans and specifications,

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

That the City of Washington does hereby accept the State Revolving Loan offer of \$9,968,910.

That the City of Washington does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II – Assurances will be adhered to.

That Jonathan Rorie, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Washington has substantially complied or will comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8<sup>th</sup> day of June, 2026 at Washington, North Carolina.

\_\_\_\_\_  
Ellen Brabo, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Cynthia Bennett, City Clerk

\_\_\_\_\_  
Date

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Washington does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Washington City Council duly held on the 8<sup>th</sup> day of June, 2026 and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 8<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Cynthia Bennett, City Clerk

(SEAL)



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Brabo and Members of City Council  
**From:** Jon Rorie, City Manager  
**Date:** June 8, 2026  
**Subject:** Increase Airport Budget - Revenues/Expenses for Aviation Fuel Sales/Purchases  
**Staff Presentation:**

**RECOMMENDATION:**

I move that City Council adopt a Budget Ordinance Amendment for increasing the revenues and expenditures for aviation fuel sales/purchases for the airport budget.

**BACKGROUND AND FINDINGS:**

With an increase in fuel sales, up \$327,900 from this time last year, and the surge in fuel prices, the current budget will not support the amount of jet fuel sales at the airport through the fiscal year end. Therefore, requiring an additional appropriation.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment

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**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 Airport Fund revenue budget be increased or decreased by the respective amounts indicated to reflect increased fuel sales:

037-3453-0003	Fuel Sales	\$ 225,000
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Section 2. That the following accounts of the Airport Fund appropriations budget be increased or decreased by the respective amounts:

037-4530-3101	Fuel Purchases	\$ 225,000
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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 June, 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



# REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Brabo & Members of the City Council  
**From:** Nicole Williams, Human Resources Director  
**Date:** May 27, 2026  
**Subject:** Request to adopt Workers Compensation Administrator Services Agreement with Acrisure Claims Services, LLC

**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council authorize the City Manager to sign the Workers Compensation Administrator services agreement with Acrisure Claims Services, LLC.

**BACKGROUND AND FINDINGS:**

Acrisure Claims Services, LLC is our third party administrator for Workers Compensation; this is a three-year agreement that will be effective July 1, 2026 until July 1, 2029.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

**Third-Party Administrator Agreement with Acrisure Claims Services, LLC**

### THIRD-PARTY ADMINISTRATOR AGREEMENT

This THIRD-PARTY ADMINISTRATOR AGREEMENT (“Agreement”) is effective the 1<sup>st</sup> day of July, 2026 (“Effective Date”), by and between Acrisure Claims Services, LLC, a Michigan limited liability company with principal offices located at 100 Ottawa Ave. SW, Grand Rapids, MI 49503, and its affiliates and subsidiaries identified on the attached Schedule A (referred to collectively herein as “Acrisure” or “Provider”), and the following “Client”:

Client Name: City of Washington, State of North Carolina  
Client Address: 102 East Second Street  
Washington, North Carolina 27889  
Contact Person: Steve Yount  
Contact Email: [syount@bellsouth.net](mailto:syount@bellsouth.net)

Acrisure and Client are each a “Party” and referred to collectively as “Parties.”

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree for themselves, their successors, and assigns as follows:

#### I. TERM AND APPOINTMENT

##### A. Term.

1. This Agreement shall commence on the Effective Date and continue for three (3) years unless extended or earlier terminated as provided herein (“Initial Term”).
2. The Initial Term of this Agreement shall be extended automatically for consecutive one (1) year terms (“Holdover Period”) until a Party provides one hundred eighty (180) days’ written notice of termination to the other Party (the Initial Term together with any applicable Holdover Period, collectively, the “Term”). During the Holdover Period, all annual fees, minimums, and maximums will be applied on a pro rata basis, and Acrisure may increase the fees listed in the attached exhibits by providing ninety (90) days’ written notice to Client of such rate increases.

##### B. Client Program Details and Appointment.

1. Client manages and operates an insurance program as described in the states as listed:
  - a. Description of Client Program (“Program”): Self-Insured Workers’ Compensation Program
  - b. States of Client Operations (“States of Operation”): North Carolina
2. Acrisure shall provide the “Services” for claims arising under or related to the Program in the States of Operations (“Program Claims”). If applicable, insurance companies issuing Program Policies shall be referred to as “Program Carrier(s).”
3. Client hereby appoints Acrisure as a third-party administrator with respect to the Program to service Program Claims.
4. Client shall ensure Program Carrier(s) appoint Acrisure as third-party administrator in the States of Operation.
5. Acrisure accepts the engagement to provide third-party administrator services.

## II. DUTIES AND RESPONSIBILITIES OF ACRISURE

### A. **Services.**

1. **Services.** During the Term of this Agreement, Acrisure shall provide those services selected by Client on Program Claims in accordance with this Agreement and any attachment hereto ("Services"). The Services and associated fees are described in addenda and exhibits attached to this Agreement and incorporated herein by reference as if set forth fully herein.
2. **Standard of Care.** Acrisure shall provide Services under this Agreement with personnel who are experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professionals in similar fields and circumstances and in accordance with sound professional practices.
3. **Warranty.** Acrisure warrants it is familiar with the laws applicable to the performance of Services under this Agreement. Acrisure will perform the Services under this Agreement in accordance with the terms and conditions of this Agreement and applicable law. Acrisure shall not be responsible for any penalties assessed by any government agency because of the acts or omissions of the Client, or by any previous insolvent insurer or subsequent receiver.
4. **Service Instructions.** In the event Client or its representatives provide Acrisure specific service instructions for Services, such instructions shall comply with generally accepted standards and applicable legal requirements. If there is conflict between the service instruction and applicable legal requirements, Acrisure will comply with such applicable legal requirements.
5. **Reporting.** Acrisure shall not be responsible for reporting to any insurance carriers or other entity unless directed by Client in writing. Acrisure will comply with the reasonable reporting requirements set forth by Client.

### B. **General Administration.** Acrisure agrees to:

1. provide such clerical, secretarial, and administrative support, including necessary equipment and supplies, as may be necessary for the day-to-day compliance of the contractually agreed upon duties of Acrisure in accordance with this Agreement;
2. periodically, but no less than quarterly, render an accounting to Client detailing all Services and related transactions performed by Acrisure pertaining to the Program;
3. maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event less than required by law; and
4. maintain all applicable licenses required by the states in which it is administering claims and providing Services.

### C. **Other States.** Client represents and warrants that Acrisure is not obligated to provide Services in any states or jurisdictions not listed in the States of Operation, without prior written agreement by Acrisure to provide Services in such states or jurisdictions.

## III. DUTIES AND RESPONSIBILITIES OF CLIENT

- ### A. **Fees.** A summary of the fees to be paid are summarized in the Master Fee Addendum attached to and incorporated into this Agreement. Client shall pay Acrisure the fees set forth in each attached Addenda and Exhibit for Services that Acrisure provides to Client. Such Addenda and Exhibits are attached to this Agreement and incorporated herein by reference. Client shall report all billing discrepancies and disputes to Acrisure within fifteen (15) days of receipt of an invoice. If Client disputes only a portion of an invoice, Client shall pay the undisputed portion on time. Acrisure shall draw from the Loss Fund (as defined in Exhibit A) a disputed invoice or disputed portions of an invoice

within thirty (30) days of mutual resolution of the discrepancy or dispute. Unless subject to a good-faith dispute, invoices become delinquent thirty (30) days from the date of the invoice and are subject to a late fee of one percent (1.0%) of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower.

- B. Other Expenses.** Client shall bear responsibility for all other expenses related to the Program except for expenses directly relating to the performance by Acrisure of its obligation under this Agreement. Client acknowledges and warrants that Acrisure is not responsible for expenses such as, but not limited to:
1. program insurance premium;
  2. premium taxes;
  3. assessments;
  4. claim and loss payments;
  5. ALAE (as defined in the attached Exhibit A, incorporated herein as if fully set forth); and
  6. Any other expense associated with servicing Client's Program which is not delegated specifically to Acrisure under this Agreement.
- C. Bank Accounts.** Client may elect to maintain a claims fund bank account. If Client elects to maintain a claims fund bank account related to the Program, Client must maintain adequate funds available from which Acrisure may draw from at any time for claims, loss, and ALAE payments. Alternatively, Client may direct Acrisure to open and maintain a separate trust claims fund bank account on behalf of Client. If an Acrisure-owned account is utilized, Client must ensure adequate funding is provided and maintained from which Acrisure may draw from at any time for claims, loss, and ALAE. Under either account type, Client acknowledges and warrants Acrisure is not required to process payments until adequate funding is established. Client shall bear the cost of all expenses, fines, penalties, interest, and any other monies owed that may be related to or otherwise arising from inadequate funding of an account.
- D. Compliance with Law.** Nothing in this Agreement shall be construed as relieving Client of any duty, responsibility, or obligation to comply with all laws and regulations. Client is responsible for performing all functions necessary to remain compliant with applicable laws.
- E. Client's Additional Duties.**
1. Client shall always comply with state and federal laws and regulations, and assure it maintains licenses and certificates, in good standing, as required to permit Acrisure to provide the services set forth in this Agreement.
  2. Client shall provide Acrisure, in writing, with claims contact information, notice of any client-specific claims rules and regulations relating the Services provided under this Agreement, and any other information necessary for Acrisure to provide the Services under this Agreement.
  3. Client shall provide Acrisure, in writing, with full and accurate information necessary to report to the Centers for Medicare and Medicaid Services, when such reporting is required. Client shall immediately provide notice to Acrisure of any change in operation that involves claims in states other than those listed in the States of Operation or if Client begins work in any state not listed in the States of Operation.
  4. To the extent relevant, Client shall provide up-to-date information on any changes in Program Carrier's excess insurance, limits of coverage, self-insured retention, or any changes that may affect Program Carrier's capacity to fulfill obligations to Acrisure or as required to the public, including up-to-date status of any regulatory actions, formal, or informal, pending against Program Carrier.

5. Client shall bear responsibility for all expenses related to the Program, except those expenses relating directly to Acrisure's performance under this Agreement. Client acknowledges and warrants Acrisure is not responsible for expenses such as, but not limited to, insurance premiums, premium taxes, assessments, claim and loss payments, ALAE, and any other expense associated with the Program not specifically delegated to Acrisure under this Services Agreement.

#### **IV. OWNERSHIP OF BOOKS AND RECORDS**

Acrisure shall maintain and retain custody of books, records, files, and other information ("Client Records") as required to perform Services. Acrisure may destroy any Client Records after seven (7) years of file inactivity unless ordered by Client, in writing, to continue to maintain said Client Records. Such Client Records may be maintained by Acrisure in electronic format. The Client Records shall remain the exclusive property of Client and shall be available for review by Client during business hours, with reasonable written notice, at the premises of Acrisure or as the Parties may otherwise agree. Client acknowledges that all software, source codes, licenses, and other intellectual property rights that are utilized by Acrisure are not the property of Client and remain the exclusive property of Acrisure. Client authorizes Acrisure to provide any Client Records in response to a subpoena or legitimate records request.

If this Agreement is terminated by either Party, Client releases Acrisure from any duty and liability for the maintenance and keeping of the Client Records. Client acknowledges Acrisure may, in its exclusive discretion, retain a copy of any or all Client Records upon termination of this Agreement.

#### **V. TERMINATION**

**A. Termination for Convenience.** During the Term of this Agreement, either Party may terminate this Agreement by providing one hundred eighty (180) days' prior written notice of termination to the other Party.

**B. Termination for Cause.**

1. If any of the following events occur, Client may terminate this Agreement immediately for cause.
  1. Acrisure materially and deliberately misapplies, misdirects, or misappropriates funds or other property received for Client pursuant to this Agreement.
  2. Acrisure materially breaches the terms of this Agreement and fails to sufficiently cure such material breach within thirty (30) days of Client's written notice to Acrisure detailing such material breach.
  3. Acrisure files a bankruptcy petition, is placed into bankruptcy, is declared insolvent by a court of competent jurisdiction, or is dissolved.
  4. Client, based on its reasonable and good-faith belief, is in immediate danger of suffering irreparable harm from the continued operation of this Agreement.
  5. Acrisure or Acrisure's executive officers are convicted of:
    - a. a material violation of the insurance laws or regulations of any jurisdiction; or
    - b. a felony that would, in a material way, negatively reflect on the integrity of Acrisure or hinder its ability to perform services required under applicable law.
  6. Acrisure's failure to maintain any license, regulatory approval, or other type of regulatory authorization necessary to perform its obligations under this Agreement.
2. If any of the following events occurs, Acrisure may terminate this Agreement for cause.
  1. Client fails to timely pay any fees in accordance with this Agreement.

2. Client materially breaches this Agreement and fails to sufficiently cure such material breach within thirty (30) days of Acrisure's written notice to Client detailing such material breach.
  3. Client files a bankruptcy petition, is placed into bankruptcy, is declared insolvent by a court of competent jurisdiction, or is dissolved.
  4. Acrisure, based on its reasonable and good-faith belief, that it is in immediate danger of suffering irreparable harm from the continued operation of this Agreement.
  5. Client or Client's executive officers are convicted of:
    1. a material violation of the insurance laws or regulations of any jurisdiction; or
    2. a felony that would, in a material way, negatively reflect on the integrity of Acrisure or hinder its ability to perform services required under applicable law.
  6. Client's failure to maintain any license, regulatory approval, or other type of regulatory authorization to perform its obligations under this Agreement.
3. If a Party elects to terminate this Agreement for cause, the terminating Party must provide written notice to the other Party. The written notice must clearly state the alleged cause, details, and events alleged to support immediate termination. In the event the alleged breach(es) are capable of being resolved or otherwise cured, the Party in receipt of written notice of breach shall be given thirty (30) days to cure the alleged breach(es) to the satisfaction of the claiming party in claiming Party's sole discretion.

**C. Billing Upon Termination.** Acrisure will furnish to Client its final billing for services rendered as soon as practicable following termination of this Agreement. If such billing results in monies due to Acrisure, Client shall pay the entire invoice to Acrisure within thirty (30) days of the invoice date, unless subject to a good-faith dispute. If such billing results in monies due to Client, Acrisure shall pay the entire invoice to Client within thirty (30) days of the invoice date, unless subject to a good-faith dispute.

**D. Transfer of Files Upon Termination.**

1. If Client requests Acrisure to transfer the Client Records, either to Client or any third-party, following termination, Client must pay the file transfer fee ("File Transfer Fee", as further defined below) and all amounts outstanding owed to Acrisure. Client acknowledges Acrisure is not obligated to transfer the Client Records until the File Transfer Fee and all outstanding amounts owed to Acrisure has been paid, unless required by law.
2. If Client requests transfer of files following termination of the Agreement, Client shall pay a file transfer fee to Client as follows:
  1. Twenty Thousand and 00/100 Dollars (\$20,000.00), if the termination is during the first year of the business relationship between Acrisure and Client;
  2. Fifteen Thousand and 00/100 Dollars (\$15,000.00), if the termination is during the second year of the business relationship between Acrisure and Client; or
  3. Ten Thousand and 00/100 Dollars (\$10,000.00), if the termination is during the third year of the business relationship between Acrisure and Client.
  4. Waived, if the termination is during the fourth year of the business relationship or thereafter between Acrisure and Client.

**E. Client's Options Upon Termination.** Upon termination of this Agreement, Client may:

1. Require Acrisure to return all Client Records in Acrisure's possession to Client or designated third party within sixty (60) days, with Client paying all costs for the transfer of such Client Records and any File Transfer Fee; or



Washington, North Carolina 27889

Attn:

If to Acrisure:

Acrisure Claims Services, LLC  
100 Ottawa Avenue, SW  
Grand Rapids, MI 49503  
Attn: General Counsel

With copy to: lawdepartment@acrisure.com

- D. Assignment.** Neither Party is entitled to assign its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Acrisure may assign this Agreement to an affiliate or engage the services of subcontractors to perform the Services.
- E. Applicable Law and Venue.** This Agreement shall be governed solely by and construed exclusively in accordance with the internal laws of Client's home state ("Client State") without giving effect to any choice or conflict of law provision or rule (whether of the Client State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Client State. Without waiving the Parties agreement concerning dispute resolution as set forth below, any legal suit, action or proceeding arising out of or relating to this Agreement must only be instituted in the federal courts of the United States of America or the courts of the Client State in each case located in the courts having jurisdiction over the Client, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by hand delivery or certified mail in accordance with this Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- F. Arbitration and Mediation.** Any dispute, disagreement, claim of breach, allegation of non-performance, or controversy arising out of or otherwise related in any way to this Agreement ("Dispute") shall be resolved solely and exclusively as follows:
1. The Parties agree they shall first attempt to resolve any Dispute by informal in-person discussions and negotiations of their respective representatives.
  2. If the Parties are unable to resolve any such Dispute through such in-person discussions and negotiations within thirty (30) calendar days after the day on which a Party receives from the other Party written notice of a Dispute, the Dispute shall be submitted for resolution to a designated executive officer of each Party, with decision-making authority to bind the Party.
  3. If the designated executive officers are unable to reach a mutually acceptable resolution within ten (10) calendar days after expiration of such thirty (30)-day period, on the request of any Party, the Dispute shall be resolved first by mediation and, if unsuccessful, then by a binding non-appealable and final arbitration in a process described below.
  4. To the extent informal discussions described above are unsuccessful, the Parties agree to submit the matter to mediation, which mediation shall be a mandatory condition precedent to any demand for arbitration. Mediation shall be initiated by one Party submitting a demand for mediation to the other Party.
  5. Each Party shall bear its own costs and expenses for mediation. The cost of the mediator shall be borne equally by each Party. The Parties shall confer and agree upon a mutual mediator. If the

Parties cannot agree on a mediator within thirty (30) days of the written demand for mediation, the Parties shall engage the AAA mediation process to select a mediator, the costs for which shall be borne equally by both Parties.

6. Where a Dispute cannot be resolved by informal discussions or mediation, it shall be referred to arbitration by a single arbitrator in the manner described below.
  7. Arbitration shall be initiated by the delivery (by mail, facsimile, email, or other reliable means) of a written demand for arbitration by one Party to the other.
  8. Arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules including the method and process by which a single arbitrator will be selected to conduct the arbitration.
  9. The arbitrator shall be required to apply solely and exclusively the substantive law of the Client State.
  10. The arbitration shall be held in the Client State.
  11. The arbitrator shall interpret this Agreement and be obligated to follow the strict rules of law and evidence. The arbitrators shall use the laws applicable and then in-force in the Client State to resolve the Dispute. Arbitration shall be consistent with, and administered under, the *Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. ("FAA")*.
  12. The arbitrator shall:
    - a) Have the authority to permit any type of discovery that would have been available to the parties had the matter proceeded in a court with jurisdiction;
    - b) Decide any dispositive motions submitted by the parties in accordance with the Federal Rules of Civil Procedure; and
    - c) Have authority to issue sanctions against the Parties or their attorneys for violations of Federal Rule of Civil Procedure 11, the arbitration rules, or an arbitrator's order.
  13. The arbitrator shall resolve any issues of arbitrability regarding the Dispute and whether resolution of any Dispute is subject to the dispute resolution provisions of this Agreement.
  14. In making its award, the arbitrator shall be permitted to award any relief permitted under applicable law, including damages and any form of temporary or permanent injunctive relief.
  15. The arbitrator shall issue a written final opinion stating their findings of facts and conclusions of law. The arbitrator's ruling shall be final, binding, and non-appealable and not be subject to review or appeal, except as permitted by the *FAA*.
  16. This Section VII(F) regarding dispute resolution shall survive termination of this Agreement.
- G. Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- H. Limitation of Liability.** **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EACH PARTY TO THIS AGREEMENT IS EXEMPTED BY THE OTHER PARTY FROM LIABILITY IN TORT FOR HARM CAUSED BY THE FAILURE TO OBSERVE THE STANDARD OF REASONABLE CARE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES' RELATIONSHIP WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT IS**

SOLELY CONTRACTUAL AS DEFINED HEREIN. FURTHERMORE, IN NO EVENT SHALL THE TOTAL LIABILITY OF ACRISURE TO CLIENT FOR DAMAGES, LOSSES, SUITS AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, INDEMNIFICATION OR OTHERWISE) ARISING FROM THIS AGREEMENT EXCEED \$100,000 OR THE AMOUNT PAID TO ACRISURE BY CLIENT PURSUANT TO THIS AGREEMENT IN ANY CALENDAR YEAR, WHICHEVER IS GREATER.

- I. **Headings.** All headings in this Agreement are for convenience of reference only and shall be disregarded.
- J. **Regulatory Compliance.** The Parties acknowledge it is the Parties' intent that all obligations performed hereunder shall comply with all applicable federal and state laws and regulatory standards.
- K. **Interpretation.** The Parties represent that both Parties have participated jointly in the drafting and negotiation of this Agreement. Accordingly, this Agreement will be construed as drafted equally by each Party, with no presumption favoring or disfavoring either Party.
- L. **No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. There are no third-party beneficiaries to this Agreement.
- M. **Change of Ownership.** Client shall notify Acrisure, in writing, sixty (60) days in advance, unless such information has not been released to the public or is subject to a nondisclosure agreement, of any of the following as related to Client or Program Carrier(s) ("Change of Ownership"):
  - 1. Change in ownership of 20% or more of the outstanding stock/ownership interest;
  - 2. Sale or all or substantially all assets.
  - 3. Change in any principal officer that is directly involved in the services provided pursuant to this Agreement;
  - 4. Consolidation with a successor firm;
  - 5. Filing for bankruptcy protection, an action being filed in state court seeking to appoint a receiver, or a proceeding being commenced seeking an assignment of Client or Program Carrier assets for the benefit of creditors; or
  - 6. Any government or regulatory investigations that could, in any way, impact Client or Program Carrier's licensure or otherwise in any way impair their ability to substantially perform duties and responsibilities under this Service Agreement.

"Change of Ownership" does not include (i) any internal reorganization that results in new corporate ownership with the ultimate controlling parent remaining the same, or (ii) an initial public offering.
- N. **Severability.** If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any other provisions of this Agreement. The court or tribunal which holds such provision to be invalid, illegal, or enforceable is empowered by the Parties to amend the terms of this Agreement to give effect to the intentions of the Parties, as reflected in the struck provision, to the greatest extent possible.
- O. **Confidential Information.**

All non-public, confidential or proprietary information including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed on or after the Effective Date by either Party or any of its affiliates, (the "Disclosing Party") or any of the Disclosing

Party's employees, officers, directors, partners, shareholders, members, managers, agents, attorneys, accountants, wholesalers, advisors, vendors, insurers, insurance intermediaries or other representatives (collectively, "Representatives") to the other Party or any of its affiliates, (the "Receiving Party"), or to any of the Receiving Party's Representatives, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, and shall not be disclosed, used, or copied by the Receiving Party without the prior written consent of the Disclosing Party. The Receiving Party agrees to use the Confidential Information only in the context of this Agreement. The Disclosing Party shall be entitled to seek specific performance and injunctive relief and other equitable relief as a remedy for any violation of this Section.

1. Exclusions from Confidential Information. Confidential Information does not include information that is (i) in the public domain other than as a result of, directly or indirectly, any violation of this Agreement by the Receiving Party; (ii) known to the Receiving Party at the time of disclosure as established by documentary evidence; (iii) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; provided that the Receiving Party reasonably believes such third party was not prohibited from providing access to such Confidential Information by a legal, fiduciary or contractual obligation; or (iv) independently developed by the Receiving Party or any of its Representatives, as established by documentary evidence, without reference to or use of any of the Disclosing Party's Confidential Information.
2. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided, however, that the Receiving Party may retain copies of Confidential Information (i) in order to comply with applicable law or regulation, (ii) to comply with the Receiving Party's records management or similar policy, or (iii) that are stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof. The Receiving Party and its Representatives shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information. This Section shall survive any expiration or termination of this Agreement.
3. Required Disclosure. Any disclosure by the Receiving Party or any of its Representatives of any of the Disclosing Party's Confidential Information required by applicable law, regulation, or legal, regulatory, or judicial process (a "Legal Order") shall be subject to the terms of this Section. Before making any such disclosure, the Receiving Party shall provide the Disclosing Party with written notice of such requirement to the extent not prohibited by law or regulation so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; provided, however, that no such notice shall be required if the Receiving Party is requested or required to disclose Confidential Information in the course of routine supervisory examinations or regulatory oversight by regulatory authorities with jurisdiction over the Receiving Party. If, after providing such notice and protective order or other remedy, the Receiving Party remains subject to the Legal Order to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential information which, on the advice of the Receiving Party's legal counsel, such Legal Order specifically requires the Receiving Party to disclose, as per the applicable court or agency orders. Notwithstanding the foregoing, Client authorizes Acrisure to provide any Client Records in response to a subpoena or legitimate records request.
4. No Representations or Warranties. The Disclosing Party makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information

disclosed to the Receiving Party. The Disclosing Party shall not be liable to the Receiving Party relating to or resulting from the use of any of the Confidential Information or any errors therein or omissions therefrom.

- P. Force Majeure.** A Party is not liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, epidemic, pandemic, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, or interruption or failure of electricity, telecommunication, or third-party software service. If a Party asserts force majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must take reasonable steps to minimize delay or damages.
- Q. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. This Agreement may be executed and delivered by facsimile transmission, electronic mail, or other electronic means and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective on the Effective Date.

**City of Washington, State of North Carolina**

**Acrisure Claims Services, LLC**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER FEE ADDENDUM**

**CLAIMS HANDLING SERVICES**

Minimum Claims Administration Service Fee  *Minimum Fee includes those claims handling services below only up to the annual minimum.	Year 1:	\$8,500.00
	Year 2:	\$9,500.00
	Year 3:	\$10,500.00
Workers' Compensation Indemnity	Year 1: Per Claim	\$735.00
	Year 2: Per Claim	\$775.00
	Year 3: Per Claim	\$815.00
Workers' Compensation Medical Only	Year 1: Per Claim	\$175.00
	Year 2: Per Claim	\$185.00
	Year 3: Per Claim	\$195.00
Workers' Compensation Information Only	Per Claim	\$50.00

**ADMINISTRATIVE FEE**

Annual Administrative Fee	Year 1:	\$3,000.00
	Year 2:	\$3,300.00
	Year 3:	\$3,600.00

**PHARMACY BENEFIT MANAGEMENT SERVICES**

Brand AWP** Discount	AWP – 10%
Brand Dispensing & Admin Fee	\$2.90
Generic AWP** Discount	AWP – 45%
Generic Dispensing & Admin Fee	\$2.90
Mail-order Brand	AWP – 10%
Mail-order Brand Dispensing Fee	\$2.90
Mail-order Generic:	AWP – 45%
Mail-order Generic Dispensing Fee	\$2.90

\*\*Average Wholesale Price ("AWP")

**AC 365**

24/7/365 Injury reporting and nurse triage services. Charge applied to all calls. (English - Spanish)	Per Call	\$105.00 stand-alone, \$95.00 with TCM EIP program adoption
24/7/365 Injury reporting and nurse triage services. Employee call back re same incident. (English - Spanish)	Per Call	\$65.00

24/7/365 Injury reporting and nurse triage services. Charge applied to calls resulting in treatment recommendation. No charge applied to calls ending with self-care instruction. (English - Spanish)	Per Claim	\$225.00
Implementation Fee	One Time	\$250.00
Annual Maintenance	Annual	\$250.00
Other language translation, poster/wallet card printing-shipping	Expense	Billed at actual expense

**UTILIZATION REVIEW (UR) / PEER REVIEW / RX ADVISE**

Level One – Nurse Review	Flat Rate	\$105.00
Level One – Admin Auth (CA Only)	Flat Rate	\$60.00
Level Two – Physician Review (1-5 treatments)	Flat Rate	\$295.00
Level Two – Physician Review (6+ treatments)	Per Hour	\$295.00
Acrisure PRIME – Peer Review Service	Per Hour	\$295.00
Page Review >50 pages (pass thru charge)	Per Page	\$1.50
SX Direct Nurse Assignment	Hourly	\$105.00
SX Direct Nurse Program with UR client - flat rate offered with client agreement for auto assignment of approved surgeries for IW's not already assigned to case management	Flat Rate – every 30 days	\$405.00
RX Advise Nurse Assignment	Per Hour	\$105.00
Physician Medication Review	Per Hour	\$295.00

**CASE MANAGEMENT (TELEPHONIC / FIELD / RTW COORDINATION)**

Telephonic Case Management	Per Hour	\$105.00
Field Case Management (FCM) – Charge Varies by Jurisdiction	Per Hour	CA, NY, AK, HI: \$135 TX, MT, AZ, OK, IN: \$125 All other states: \$115
FCM - Mileage + Expenses Mileage reimbursed at IRS rates; Expenses are billed as a pass through	Expense	Billed as Approved
Catastrophic FCM *If a CAT nurse visit is requested after business hours, a \$300 flat fee will be charged in addition to the CAT hourly rate	Per Hour Flat Rate	\$155 \$300
Vocational / Return-to-work coordination – Charge Varies by Jurisdiction	Per Hour	CA, NY, AK, HI: \$135 TX, MT, AZ, OK, IN: \$125 All other states: \$115

Early Intervention Nurse - Acrisure criteria used; Client agrees to all recommended TCM assignments	Flat Rate - Mo 1	\$405.00
Early Intervention Nurse - Acrisure criteria used; Client agrees to all recommended TCM assignments	Flat Rate - Mo 2	\$385.00
Early Intervention Nurse - Acrisure criteria used; Client agrees to all recommended TCM assignments	Flat Rate - Mo 3+	\$350.00
Early Intervention Nurse - Acrisure criteria used to triage newly reported injuries/claims. Charge applies to claims meeting TCM criteria but nurse's initial call to doctor indicates IW's RTW and/or discharge from care	Flat Rate	\$150.00
Dedicated Program Nurse • Dedicated Telephonic Nurse	Per Hour	\$105
<b>BILL REVIEW &amp; PPO NETWORK</b>		
Bill review processing per bill	\$10.00 per bill	
PPO network access fees	28% of savings	
Out-of-network negotiation fees	28% of savings	
Fee schedule repricing	Included in MBR fee	
Duplicate bill detection	Included in MBR fee	
Hospital bill audit	28% of savings	
Specialty network referrals (e.g., imaging, physical therapy)	Included in PPO percentage of savings	
<b>REPORTING AND DATA SERVICES</b>		
Ad hoc reporting / Custom report development	\$200.00 / per hour Dependent on time, expense & customization	
Dashboard setup and access	E3VA access \$1,000.00 per user	
Loss run reporting	Included	
System Access Fee (24/7 view only access)	Up to 2 users included; \$500.00 annually per add'l user	
CMS reporting (MMSEA Section 111)	\$1,500.00 (annual)	
Data conversion or migration services	At cost	
Data feed setup or maintenance	At Cost	
Electronic data interchange (EDI) setup	\$1,500.00	
<b>ADMINISTRATIVE AND OTHER SERVICES</b>		
File storage (electronic or physical)	At cost	
Claim indexing services	Standard prevailing rate	

Translation and Interpretation services	Pass through expense after bill review repricing
Witness statement collection	At cost
Travel coordination (for claimants)	At cost
Medicare Set-Aside (MSA) Prep + Review	At cost
Legal document preparation	At cost
Training + Onboarding of client personnel	First System training free.
Compliance reviews or audits	At cost - Dependent on time, expense & complexity
Time and attendance tracking (for return-to-work programs)	At cost
Subsequent Claim Fee after 3 years (per claim)	Waived
<b>LOSS CONTROL</b>	
Loss Control Services	\$190.00 / hour plus expense
<b>SUBROGATION</b>	
Subrogation Services	30% of recovery
<b>SIU / INVESTIGATION</b>	
<b><u>Digital Intelligence Unit</u></b>	
Asset Check	\$125
Canvassés (Athletic or Medical)	Tier 1: \$300 Tier 2 (standard canvass): \$500 Tier 3: \$700
Background Investigation	\$250
SIU Snapshot / SSN Verification Only	\$50 / \$25
Digital Asset Gathering (DIG)	\$250
Digital Intel Gathering – Monitoring (DGIM)	\$75 per monthly monitoring
Litigation History Investigation	\$175
Trial/Litigation Support Investigation (TSI)	0-75 Jurors = \$150/per Juror; 76-150 Jurors = \$125/per Juror; 150+ Jurors = \$100/per Juror; \$500 Non-Refundable Setup Fee - applied as credit toward final invoice
Insurance Coverage Check; Contestable Death Claim Investigation; Due Diligence Investigation; Locate Investigation; Recorded Statement; Record Retrieval	\$93.75/hr.; *DIU services billed hourly do not incur travel or mileage costs
<b><u>Field Investigation Unit</u></b>	
Surveillance (8 hour)	\$750; *\$800 for CA/HI/NY-five boroughs only

Testimony / Court Appearance	\$625
Wellness Visit	\$250
Activity Check	\$250
Video (ea. Additional Hard Copy)	\$15
Recorded Statement; Written Statement; Record Retrieval; Clinic Investigation; AOE/COE; Misc. Field Services	\$93.75/hr. *FIU services listed hourly will include travel time and mileage (\$.58 per mile)
<b>Fraud / Compliance Unit</b>	
Viability Analysis/Review; Anti-Fraud Plan Prep	\$800
Anti-Fraud Plan Filing	\$250/state
Anti-Fraud Referral	\$200
Regulatory Fraud Reporting	\$400
Anti-Fraud Compliance Training (1hr/2hr)	\$50/person; \$75/person
Misc. FCU Field Investigation	\$93.75/hr.; *FCU services listed hourly will include travel time and mileage (.58 per mile)

**EXHIBIT A**  
**CLAIMS SERVICES**

**SERVICES**

This Exhibit A is incorporated into and made part of the Third-Party Administrator Agreement ("Agreement") entered into by and between the Parties. The Parties acknowledge and agree that pursuant to the terms and conditions of the Agreement, Provider shall provide the following Services on claims assigned by the Client:

**1. GENERAL STATEMENT.**

- a. Claim services shall be provided on Program Claims.
- b. This Agreement serves as a guide to the method in which claims will be handled by Acrisure. Acrisure will seek to deliver services consistent with the attached Client's Claims Handling Guidelines. In some instances, a claims handling guideline may conflict with state specific statutes, rules, or regulations in a jurisdiction where services are provided. In such cases, Acrisure is to abide by the state specific statutes, rules, or regulations versus the Claims Handling Guidelines or other Client-provided service instructions as is indicated in the Agreement.

**2. FEES.** Client shall pay to Acrisure a claims service fee ("Service Fee") in accordance with the pricing listed in the Master Fee Addendum attached hereto.

**3. CLAIMS SERVICES**

In this manner and when consistent with the Claims Handling Guidelines, Acrisure agrees to:

- a. Handle claim intake, claim management, and associated data management on Program Claims;
- b. Maintain a separate file on each claim with appropriate documentation and within an electronic information management system, to track activities, file notes, and to manage all reserve and payment activity (the "Claim File");
- c. Timely investigate each claim and make decisions regarding coverage and payment in accordance with all applicable statutes, laws, rules, and regulations;
- d. Evaluate, analyze, and post all financial reserves on all open claims in accordance with all applicable statutes, laws, rules, and regulations in a timely manner;
- e. Coordinate, direct, and manage litigation activity with assigning counsel;
- f. Coordinate all outside field assignments and investigations based on need, cost-effectiveness, and return on expense;
- g. Provide Client with access to all electronic claims management systems utilized by Acrisure in the provision of Services;
- h. Provide cost containment services and other cost control measures;
- i. Provide medical provider bill review services;
- j. Where agreed to by Client, investigate and advise Client of all situations involving subrogation, contribution, indemnity, recovery, and salvage and, where appropriate, pursue collection from responsible third parties;

- k. Make necessary filings of claims report and associated data with appropriate government agencies;
- l. Manage certain Medicare and Medicaid compliance activity including but not limited to:
  - 1. Accurate and timely reporting of all applicable claims, as required under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007;
  - 2. Timely resolution of all Medicare conditional payment demands related to claims administered as part of the Program; and
  - 3. Funding Medicare Set-Asides in any appropriate settlements, following guidance from the Center for Medicare and Medicaid Services.
- m. Provide general claims fraud investigation and identification services including the provision of SIU Services that Client may hire (as defined in Exhibit F) or referring suspected insurance fraud to Client's appointed SIU agent for further investigation and reporting.
- n. Timely pay from the Loss Fund all covered claims in accordance with all applicable statutes, laws, rules, and regulations.
- o. Pay from Loss Fund all ALAE associated with or arising from duties Acrisure carries out under this Agreement.
- p. Notwithstanding the foregoing or anything to the contrary herein, all payments are subject to the authority levels listed below:
  - 1. Acrisure is authorized to make payments under Ten Thousand Dollars (\$10,000.00);
  - 2. For payments between Ten Thousand Dollars (\$10,000.00) and One Hundred Thousand Dollars (\$100,000.00), Client's City Manager must approve payment and provide prior notification to Client's City Council; and
  - 3. For payments in excess of One Hundred Thousand Dollars (\$100,000.00), Client's City Council must approve payment.

Client acknowledges and warrants that Acrisure shall have no liability for any additional monies, expenses, penalties, or any other costs due to delay in authorization when Acrisure has made such payment request in a timely manner.

#### **4. Billing and Invoice.**

- a. Client shall compensate Acrisure in accordance with the pricing details.
- b. Acrisure shall invoice Client monthly. Acrisure may pay to itself from the Loss Fund all undisputed amounts within thirty (30) days of the invoice date.
- c. Client shall report all billing discrepancies and disputes to Acrisure within fifteen (15) days of receipt of an invoice. If Client disputes only a portion of an invoice, Client shall pay the undisputed portion on time. Acrisure shall pay from the Loss Fund a disputed invoice or disputed portions of an invoice within thirty (30) days of mutual resolution of the discrepancy or dispute.
- d. Unless subject to a good-faith dispute, invoices become delinquent thirty (30) days from the date of receipt and are subject to a late fee of one (1.0%) of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower.

6. **Reports.** Acrisure shall provide Client with reports in a form and content consistent with the description set forth in the attached Client's Claims Handling Guidelines.
7. **Audits.** Upon not less than ten (10) days' written notice, Acrisure shall permit Client, at Client's own expense, to conduct on-site or remote reviews of Acrisure's claims operations including, but not limited to, the claims processing, claims payment, regulatory reporting, and data processing operations of Acrisure or third parties hired by Acrisure to provide services with respect to the business covered by this Agreement. Acrisure shall cooperate in all respects with such reviews and audits and respond promptly to Client's requests for information or documentation pursuant to such reviews and audits.
8. **Bank Account – Claims Loss Fund**
  - a. Acrisure shall establish a bank account under Acrisure's Federal Tax ID Number ("Loss Fund") and in the name of Acrisure which the Client (or the Client's customer as may be required) shall fund for the sole purpose of making payments on claims files.
  - b. Acrisure shall establish the Loss Fund in a bank that is approved in writing by Client and that is a member of the Federal Reserve System.
  - c. Acrisure shall designate the Loss Fund in a manner to clearly establish that Acrisure is holding and acting as fiduciary for Client with respect to the funds in the account.
  - d. Acrisure only has authority to issue checks from the Loss Fund to make the disbursements specifically provided for in this Agreement.
  - e. Client shall make an initial deposit in the Loss Fund as reasonably determined by Acrisure.
  - f. Client shall maintain sufficient funds available in the account to be able to make claims and ALAE payments in a timely manner and as required by law. ALAE is as defined in this Agreement.
  - g. The Loss Fund will have a positive pay and Acrisure shall transmit daily electronic data to the bank.
  - h. The Loss Fund is the sole property of Client and may only be used for paying covered claims, ALAE, and Acrisure's compensation.
  - i. Acrisure will not commingle any other funds from any source with the Loss Fund.
  - j. The Loss Fund shall remain open only if necessary to satisfy open claims. Upon termination of this Agreement and payment of all outstanding claims payments, ALAE, and Acrisure's compensation, the Loss Fund shall be closed and all funds remaining in the Loss Fund shall be returned to Client, absent written agreement of the Parties to the contrary.
  - k. Acrisure shall issue all required 1099s as necessary and ensure that escheatment requirements are complied with at all times.
  - l. Acrisure acknowledges that it owes a fiduciary duty to Client with respect to all funds deposited by Client in the Loss Fund.
  - m. Client represents and warrants that Acrisure has no obligation to make any deposits into the Loss Fund nor to make any payment of covered claims or ALAE from its own funds.

9. **Allocated Loss Adjustment Expense ("ALAE")**

"Allocated Loss Adjustment Expense" (also referred to as "ALAE") is defined as follows:

- a. attorneys' fees and expenses;

- b. court reporter's fees, court costs, fees, and expenses;
- c. pre- and post-judgment interest;
- d. costs of depositions, including, but not limited to, transcript fees;
- e. costs of obtaining copies of public records;
- f. costs of obtaining copies of medical records;
- g. service of process fees;
- h. witness fees and expenses;
- i. expert fees and expenses;
- j. costs of independent medical examinations and evaluations;
- k. medical cost containment services, including, but not limited to, utilization management services;
- l. travel expenses incurred by Acrisure at Client's request;
- m. bill review service costs;
- n. costs associated with indexing and submitting claims information to the Insurance Service Office, rate advisory service organizations, claims compilation or transmission agencies, and state agencies and their designees;
- o. subrogation costs and expenses;
- p. operative, investigative, and detective service costs;
- q. postage solely related to a particular Program Claim;
- r. survey and appraisal fees;
- s. costs associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including, but not limited to, filings in connection with the Medicare Secondary Payor provisions of the Social Security Act;
- t. medical case management service costs;
- u. costs associated with disputing or complying with Medicare Section 111 conditional payment liens;
- v. costs associated with creating or obtaining a Medicare Set Aside; and
- w. any other similar fee, cost, or expense that is related to the investigation, negotiation, settlement, adjustment, or defense of a Program Claim, whether charged by Acrisure or a third party, or as required for the protection of the rights or collectability of subrogation on behalf of Client.

## EXHIBIT B

### Clinical Managed Care

#### CLINICAL MANAGEMENT -- SCOPE OF SERVICES

Where applicable, Acrisure may provide nurse case management and specialty clinical management services listed below on Program Claims:

- First report of injury distributed to clients' identified stakeholders.
- **Immediate Triage:** Triage of injury. A case management nurse determines appropriate level of treatment ( i.e., seek treatment now, see physician within 4 hours, see physician within 24 hours, see physician within 3 days) or self-care advice.
- **On-site assessments:** Conducting in-person evaluations of the injured worker at their home, clinic, or workplace to assess their medical condition, functional limitations, and recovery progress.
- **Treatment plan coordination:**
  - Collaborating with treating physicians to ensure the appropriate medical treatment plan is followed, including reviewing treatment options, managing referrals, and monitoring medication usage.
  - Providing the injured employee access to Client's preferred medical providers or provider network.
  - Notifying treating facility of employee's injury and employee's arrival.
  - Transmitting report of injury and any client specific forms including treatment authorization, transitional work documents and/or job descriptions if applicable.
- **Communication facilitation:** Provide the injured employee with direct telephonic access to a nurse at the time of work injury. Acting as a bridge between the injured worker, healthcare providers, employer, and insurance company to keep all parties informed about claim status and treatment progress.
- **Return-to-work planning:** Actively participate in developing a customized return-to-work plan, including identifying potential work accommodations and gradually transition employee back to their job duties.
- **Benefit education:** Explain workers' compensation benefits to injured employee, address concerns regarding coverage and claim process, and direct to private health insurance for non-occupational conditions, if applicable.
- **Early intervention:** Identify potential complications early on and take proactive steps to address them, aiming to minimize disability duration and claim costs.

**Telephonic Case Management:** Telephonic case managers expedite care, build relationships with injured employees, and encourage them to be active participants in their recovery. Acrisure's experienced nurse case managers are highly skilled in monitoring and consulting to assist occupational injury care.

**Field Case Management:** Field case management services are deployed for injuries that are more severe or complex. Acrisure's case managers attend on-site visits to: (1) address concerns and communication

issues between providers, employees, and employers; (2) complete return-to-work assessments; and (3) discuss treatment and disability guidelines with providers. Field case managers accompany injured employees to medical appointments and discuss return to work strategies with the provider based on the injured employee's functional ability.

**Utilization review:** Utilization review is the process of reviewing medical services for the purpose of monitoring the quality and appropriateness of care. Referencing nationally recognized, evidence-based guidelines, the utilization review nurse and physician reviewer will review requested medical treatment to determine medical necessity specific to the injured worker's condition. All reviews are conducted within the specific jurisdiction's requirement for decision, URAC, or within Acrisure's best practice standards, whichever is more stringent.

**SX Direct:** Offers a targeted clinical oversight tool that manages surgery from approval to post-op evaluation or clearance. This service is ideal for claims that do not already have case management assigned or if an older claim where case management is no longer effective. **SX DIRECT** is Acrisure's solution to support injured workers and help contain surgical costs.

**RX Advise:** The primary components of RX ADVISE address the unique claimant's medication treatment plan with the goal of safely reducing opioid use and could include utilization review, peer review, drug testing, and ongoing nurse monitoring.

## **EXHIBIT C**

### **Loss Control Services**

#### **LOSS CONTROL -- SCOPE OF SERVICES**

When requested by Client, Acrisure will implement its Three Phase Approach to Strategic Risk Measurement and Training Services as outlined below. Acrisure maintains full-time safety professionals in strategic locations across the United States to meet its Client's needs.

This Three Phase Approach Process consists of an initial baseline assessment (Phase 1), creating a plan of action and milestones (Phase 2), and implementing the training program (Phase 3).

#### **Fees for Loss Control Services**

Client shall pay Acrisure a loss control service fee as indicated in the Master Fee Addendum, attached and incorporated hereto.

#### **Phase I: Baseline Safety Audit/Inspection:**

In Phase I, as a part of the baseline safety audit and inspection, Acrisure may provide the following:

- An initial baseline assessment
  - Develop standard operating procedures ("SOP") to define management's best practice while meeting compliance with OSHA and other applicable standards
  - Develop plan to benchmark operational standards identified in SOP and distribute those reports quarterly.
- Review loss runs to identify existing incident trends.
- Evaluate workers in action including an evaluation of equipment, safeguards, processes and ergonomics.
- Review training and education
- Review the return-to-work program

Phase I will be accomplished by Acrisure's safety professionals traveling to sites throughout the United States, meeting with the onsite safety personnel, holding meetings, and performing the baseline assessment.

#### **Phase II: Create a Plan of Action & Milestones (POA&M):**

In Phase II, Acrisure may perform the following:

- Create a Plan of Action & Milestones ("POA & M") wherein the results of the assessment from Phase I will be provided via written reports as agreed. The report will communicate the risk identified during the assessment and recommended corrective action.
- Introduce new technology and improve current processes.
- Create in meetings at agreed upon regular intervals that focus on potential seasonal losses.

- Institute a training and education program that includes meeting the 10- and 30-Hour Federal OSHA standards and independent state programs
- Perform ride along with at-risk drivers.
- Institute a safety council committee that includes employees from every level within the organization.
- Create or revise return-to-work program.
- Work with human resources or risk management department on open claims.

**Phase III: Education, Training, and Monitoring:**

In Phase III, Acrisure may perform the following:

- Educate and train employees at all levels in the organization
- Work with Client personnel to monitor losses and develop a mitigation plan on those losses.
- Provide a distribution of statistical analysis assessing the leading causes of mishaps.
- Develop a safety and risk matrix including benchmarks for safety and loss control.
- Work with risk control team on best practices from members as well as industry.
- Work with Client personnel to develop agenda, provide updates, report on loss control issues, and establish action items, for virtual loss control meetings.
- Host virtual meetings with Client loss control committee to provide updates, report on loss control issues, and establish action items.
- Distribute a safety information that focuses on trends across all DSP in relevant region via text and email.
- Conduct team building exercises.
- Monitor success and adjust according to weaknesses and failures.
- Reward successful behavior.
- Create best practice protocol.
- Provide webinar when in-person training is not practical.

Phase III will include implementation and monitoring the effects of the training program. If requested by Client, Acrisure will also perform three (3) safety workshops bi-annually.

The focus of the workshops will be centered on losses for that region. Acrisure will train onsite safety managers. Acrisure will also brief the Client on successes and failures as well as corrective actions.

## EXHIBIT D

### Subrogation

#### SUBROGATION -- SCOPE OF SERVICES

As applicable, Acrisure may perform the following "Subrogation Services" on Program Claims:

- a. Conduct initial subrogation investigations to assess likely recovery potential.
- b. Prepare a subrogation evaluation for settlement, arbitration, or litigation.
- c. Engage, at Client's approval and expense, the services of subcontractors, agents, vendors, firms, attorneys, court reporters, record copying services, appraisers, experts, witnesses, investigators, and other third parties. Client and Acrisure will agree in writing to pursue subrogation litigation prior to the retention of outside legal counsel.
- d. Evaluate assigned claims and make settlement recommendations to Client. Acrisure may settle any assigned subrogation claim, if in the judgment of Acrisure, the settlement is prudent. Any proposed settlement deviating by greater than Five Thousand Dollars (\$5,000.00) from the settlement recommendation value assigned to the file must be approved by Client prior to entry into any final settlement. Client must respond within five (5) business days of any request for settlement. If there is no response within the required timeframe, Client shall be deemed to have accepted the settlement.
- e. Maintain files on each subrogation claim, which files shall be available to Client for inspection, copying, and audit either electronically or physically during normal business hours upon reasonable prior written notice.
- f. Assist Client in preparing, filing, and maintaining records and reports of subrogation or recovery files as may be required by applicable legal authorities and to the state bureaus of insurance.
- g. Furnish quarterly reports to Client listing all matters settled or recoveries received from subrogation claims and suits.
- h. Meet, as may be necessary, with Client to review management objectives on claims.
- j. Accept and collect recoveries on behalf of Client with such monies held in trust. To such end, Client hereby grants Acrisure a limited power of attorney to act on its behalf. Following collection, Acrisure will remit to Client, on the fifteenth (15<sup>th</sup>) of each month, all monies recovered during the preceding month, less the Fee (as later defined) and any expenses.

#### Compensation.

- a. Client shall pay Acrisure a percentage of recoveries obtained through subrogation claims, lawsuits, and other collection efforts ("Recovery Fee"), as set forth below
  1. As the Fee, Client shall pay to Acrisure the percentage (%), as indicated in the Master Fee Addendum attached and incorporated herein, of all money Acrisure collects or recovers.
  2. The Recovery Fee shall be payable regardless of the source from which Acrisure obtains recovery including, but not limited to, secondary injury funds, third-party liability insurance, self-insurers, or any other source.

3. In the event Client agrees to a waiver of a workers' compensation lien, Client shall pay to Acrisure a lien waiver fee of the greater of: (1) Two Hundred Fifty Dollars (\$250.00); or (2) ten percent (10%) of the expected lien recovery.
4. In the event Client or its customer elects to terminate Subrogation Services for a particular claim, Client shall pay Acrisure a Recovery Fee of One Hundred Twenty-Five Dollars (\$125.00) per month from commencement of the Subrogation Services on the claim through the written notification by Client to terminate the Subrogation Services for the particular claim.

b. **Client Obligations.**

1. Client shall reimburse Acrisure for all ALAE Acrisure incurs.
2. Client shall be responsible for the cost of making available its Representatives for depositions, trials, or other proceedings necessary to the Subrogation Services.
3. In the event a counterclaim or cross claim is filed against Client or its subsidiaries, affiliates, clients, insureds, or other similar party, in a recovery litigation filed on behalf of Client, unrelated to any negligent act or omission of Acrisure, then Client shall bear all legal costs related to such claims and have the right to retain separate legal counsel for the defense of such counterclaim or cross claim.
4. Client shall immediately notify Acrisure in the event that Client's authority to pursue subrogation or collection is terminated by Client's customer (if any). Client will continue to bear responsibility for all expenses incurred prior to notification received by Acrisure that Acrisure must halt its services.

**EXHIBIT E**  
**SIU / Investigation**

**SIU / INVESTIGATION -- SCOPE OF SERVICES**

Acrisure may perform the following special investigative unit services ("SIU Services"):

1. **Scope of Services + Fees.** The scope of services and corresponding fees for SIU and investigation services is as indicated in the Master Fee Addendum, attached to and incorporated herein.
2. **Special Investigation Unit**
  - a. Acrisure will review all assignments submitted by Client and provide SIU Services in accordance with the terms of this Agreement and as may be requested by Client.
  - b. Client will provide Acrisure with all documentation, data, and information necessary for Acrisure to perform its duties and obligations under this Agreement and discharge its obligations to Client.
3. **Special Investigation Unit (California Specific) – Upon Client Appointment of Acrisure as SIU**
  - a. **Appointment of Acrisure as SIU.** Client hereby appoints Acrisure to serve as the Special Investigative Unit ("SIU") in accordance with California Insurance Frauds Prevention Act ("IFPA") and Title 10, Chapter 5, Subchapter 9 of the California Code of Regulations, including Section 2698.30 et seq., and other applicable law. Acrisure agrees to assume the role of SIU and perform all duties required by applicable California regulations.
  - b. **No Relief.** Nothing contained within this Exhibit or the Agreement shall relieve Client of any obligations under the IFPA or any other applicable law.
  - c. **Client Obligations.** Client shall fully cooperate with SIU in SIU's performance of its duties and obligations herein. Upon written request of SIU, Client shall promptly respond to all SIU requests and correspondence. Client acknowledges that SIU's ability to perform the SIU Services is incumbent upon Client providing all requested documentation, information, access to personnel, and other requested items.
  - d. **Scope of Services.** Acrisure shall perform the following SIU-related services on behalf of Client ("SIU Services"):
    1. Reviewing claim files and insurance transactions for signs of fraud;
    2. Identifying and interviewing witnesses;
    3. Utilizing databases appropriate for fraud investigations;
    4. Preserving evidence obtained during the investigation;
    5. Writing concise summaries documenting the findings of each investigation.
  - e. **Detection and Referral of Insurance Fraud:** Establish and maintain written procedures for identifying, detecting, documenting, and referring suspected insurance fraud to the appropriate authorities, including red flag events specific to each line of insurance transacted by the Client. Acrisure will collaborate with Client's integral anti-fraud personnel.
  - f. **Investigation of Suspected Insurance Fraud:** Conduct thorough investigations of credible referrals of suspected insurance fraud, which will include:
    1. Reviewing claim files and insurance transactions for signs of fraud;
    2. Identifying and interviewing witnesses;
    3. Utilizing databases appropriate for fraud investigations;
    4. Preserving evidence obtained during the investigation;
    5. Writing concise summaries documenting the findings of each investigation.
  - g. **Compliance with Reporting Requirements:** Ensure timely referrals of suspected insurance fraud to the appropriate department of insurance, district attorneys, or other appropriate governmental authorities.

- h. **Anti-Fraud Training:** Provide ongoing anti-fraud training to Client's integral anti-fraud personnel and Acrisure's own employees, including new hire orientation, annual training, and continuous education on investigative techniques, fraud indicators, and emerging trends.
- i. **Coordination with Regulatory Bodies:** Upon request, release relevant information to departments of insurance and other authorized governmental agencies, ensuring that all records of investigations are appropriately maintained, transmitted, and kept confidential.
- j. **Annual Reporting and Audits:** Assist Client in preparing and submitting annual SIU reports, including providing data on fraud investigations, staffing adequacy, and any contractual obligations. Acrisure will further ensure that any contracts with subcontractors comply with applicable regulatory requirements.
- k. **Performance Monitoring and Compliance.** Client, in conformance with applicable law, shall monitor the Acrisure's performance of its contractual responsibilities under this Addendum. As requested by Client, Acrisure will provide documentation and reports to Client to demonstrate compliance with these obligations, including any audits by departments of insurance.
- l. **No Disincentives.** Acrisure and Client each represent and warrant that this Addendum and the Agreement contains no disincentives to the referral and/or investigation of suspected insurance fraud. Should it be determined that any provision of the Addendum or Agreement or any pattern or practice of the Parties has created a disincentive to referral and/or investigation of suspected insurance fraud, the Parties will immediately work cooperatively to eliminate such disincentive.
- m. **Compliance.** Acrisure shall comply with all applicable provisions of the IFPA, the California Code of Regulations, any Client-specific guidelines provided in writing, and any other applicable law or regulation.
- n. **Communication with Fraud Division.**
  - 1. Upon written request of a department of insurance, fraud division, or other authorized government agency ("Governmental Body"), Client or Acrisure shall release in a timely and complete manner any or all relevant information deemed important that the Client or Acrisure may possess relating to any specific incident of fraud.
  - 2. For the purpose of this section, timely release of information means immediate, but no more than thirty (30) calendar days after the request or, in the event of a request relating to workers' compensation insurance fraud, sixty (60) calendar days after the request, unless otherwise agreed to by the Governmental Body making the request.
  - 3. Information released pursuant to this section shall be transmitted only in such a manner as required by applicable law or regulation or as directed by the requesting Governmental Body.
  - 4. A single written request shall be considered sufficient to compel production of all information deemed relevant by the requesting Governmental Body relating to any specific insurance fraud investigation. The single request is applicable throughout the duration of the investigation and is applicable to the requested records of the insurer named in the request and the records of all persons, agents, and brokers employed by and conducting business on behalf of Client or SIU.
- o. **Detecting Suspected Insurance Fraud.**
  - 1. **Client's Anti-Fraud Personnel.** Client's integral anti-fraud personnel are responsible for identifying suspected insurance fraud during the handling of insurance transactions and referring it to the SIU as part of their regular duties.
  - 2. The SIU shall establish, maintain, distribute, and monitor written procedures to be used by the integral anti-fraud personnel to detect, identify, document, and refer suspected insurance

fraud to the SIU. The written procedures shall include a listing of the red flags to be used to detect suspected insurance fraud for the insurer. The red flags listed pursuant to the immediately preceding sentence shall be specific to each line of insurance, or each insurance product, transacted in or issued by the insurer.

3. The procedures for detecting suspected insurance fraud shall provide for comparison of any insurance transaction against red flags and other criteria that may indicate possible fraud.

**p. Investigating Suspected Insurance Fraud.**

1. The SIU shall establish, maintain, distribute, and adhere to written procedures for the investigation of possible suspected insurance fraud. An investigation of possible suspected insurance fraud shall include:
  - a. What facts caused the reporting party to believe insurance fraud occurred or may have occurred?;
  - b. What are the suspected misrepresentations and who allegedly made them?;
  - c. How are the alleged misrepresentations material and how do they affect the claim or insurance transaction?;
  - d. Who are the pertinent witnesses to the alleged misrepresentation, if there are pertinent witnesses?;
  - e. What documentation is there of the alleged misrepresentation, if documented?;
  - f. In addition, the summary prepared pursuant to this section shall include a statement as to whether or not the investigation is complete.
2. Each investigation of suspected insurance fraud shall include performing at least the procedures specified pursuant to subdivision (a) of this Section, to the extent they are applicable.
3. The SIU shall investigate each credible referral of suspected insurance fraud it receives from Client's integral anti-fraud personnel, including automated or system-generated referrals. A credible referral of suspected insurance fraud is one that includes a red flag or red flags. However, the first sentence of this subdivision (c) notwithstanding, in the event that upon a preliminary review the SIU determines that it is reasonably clear that the red flag or red flags contained in the referral is not or are not the result of suspected insurance fraud, the SIU need not open an investigation. In the event that the SIU refrains from opening an investigation pursuant to the immediately preceding sentence, the SIU shall document in the claim file or SIU investigation file the reasons supporting its conclusion that the red flag or red flags contained in the referral is not or are not the result of suspected insurance fraud.

**q. Referral of Suspected Insurance Fraud.**

1. SIU shall provide for the referral of acts of suspected insurance fraud to the appropriate Governmental Body and, as required, district attorneys.
2. Referrals shall be submitted in any insurance transaction where the facts and circumstances create a reasonable belief that a person or entity may have committed or is committing insurance fraud.
3. Referrals shall be made within the period specified by statute, regulation, or other applicable law.

4. SIU shall complete as much of its investigation as is reasonable prior to the time the referral is made to the Governmental Body. Each referral of suspected insurance fraud shall indicate whether the investigation is complete or further investigation is needed.
  5. The requirements of this section do not affect the immunity granted under California Insurance Code section 1872.5 or other such similar codes contained in the IFPA or other applicable law.
  6. The requirements of this section do not diminish statutory requirements contained in the IFPA regarding the confidentiality of any information provided in connection with an investigation.
- r. **Anti-Fraud Training.** Requirements for training provided by and for SIU shall include:
1. Client shall establish and maintain an ongoing anti-fraud training program, planned and conducted to develop and improve the anti-fraud awareness skills of the integral anti-fraud personnel;
  2. Client shall designate an SIU staff person to be responsible for coordinating the ongoing anti-fraud training program;
  3. The anti-fraud training program shall consist of three (3) levels:
  4. All newly-hired employees shall receive an anti-fraud orientation within ninety (90) days of commencing assigned duties. The orientation shall provide information regarding:
    - a. the function and purpose of the SIU;
    - b. an overview of fraud detection and referral of suspected insurance fraud to the SIU for investigation;
    - c. a review of the Governmental Body's insurance fraud reporting requirements;
    - d. an organization chart depicting the insurer's SIU; and
    - e. SIU contact telephone numbers and email addresses.
  - e. Integral anti-fraud personnel shall receive annual anti-fraud in-service training, which shall include:
    - a. review of the function and purpose of the SIU;
    - b. introduction/review of the written procedures established by the SIU regarding the identification, documentation, and referral of incidents of suspected fraud to the SIU;
    - c. identification and recognition of red flags or red flag events;
    - d. any changes to current procedures for identifying, documenting, and referring incidents of suspected insurance fraud to the SIU;
    - e. the Governmental Body's insurance fraud reporting requirements; and
    - f. introduction/review of existing and new, emerging insurance fraud trends.
  - f. SIU personnel shall receive at least five (5) hours of continuing anti-fraud training per calendar year. The training shall include instruction in one or more of the following topics:
    - a. investigative techniques;
    - b. communication with Governmental Body(ies);
    - c. fraud indicators;
    - d. emerging fraud trends; or

- e. legal and related issues.
- g. The training requirements stated in subdivision (c) shall not apply to persons retained to provide an expert opinion on a medical, technical, or scientific topic on behalf of the insurer and who do not participate in the claims handling or decision making function of the insurer.
- h. Training, instruction, or courses that may be used in order to satisfy the requirement stated in subdivision (c)(3) of this section shall include, without limitation: anti-fraud conferences; SIU roundtables hosted by Governmental Body(ies); anti-fraud association meetings and trainings; and insurer in-house trainings.
- i. Records of the anti-fraud training shall be prepared at the time training is provided and be maintained and available for inspection by a Governmental Body on request. The training records shall include:
  - a. the title and date of the anti-fraud training, instruction, or course;
  - b. the name, title, and contact information of the instructor(s), to the extent applicable;
  - c. copies of the training, instruction, or course materials or, if the materials are unavailable, a description of the training, instruction, or course content;
  - d. the length of the training, instruction, or course; and
  - e. the name and job title(s) of participating personnel
- s. **SIU Annual Report.** Where required by applicable law or regulation, SIU shall file on Client's behalf annual reports with respect to the performance of the SIU functions by providing truthfully and accurately all information requested by the applicable Governmental Body.

**SCHEDULE A**

**THIRD-PARTY ADMINISTRATOR AGREEMENT**

All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Third-Party Administrator Agreement (“Agreement”). All terms and conditions of the Agreement shall remain in full force and effect, unless expressly modified herein.

Client agrees the following companies under common ownership or direct affiliates of Acrisure Claims Services, LLC shall be additionally authorized as a third-party administrator under the Agreement in those jurisdictions where validly existing and holding all necessary licenses, and shall be afforded the same rights and obligations of the Agreement as if they were signatories thereto when they undertake to perform services:

<b>AFFILIATES</b>
ACS Claim Services, LLC
Brentwood Services Administrators, Inc.
Next Level Administrators, LLC
US Administrator Claims, LLC

Each Party represents and warrants the Agreement, for each state in which services are performed, will be deemed to be made with each company listed above that provides services in that particular state.



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Brabo & Members of the City Council  
**From:** Joe Davis, Council Member  
**Date:** June 8, 2026  
**Subject:** Resolution Declaring June 2026 as “Nuclear Family Month”  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

### **RECOMMENDATION:**

I move that City Council adopt a Resolution Declaring June 2026 as “Nuclear Family Month”

### **BACKGROUND AND FINDINGS:**

### **PREVIOUS LEGISLATIVE ACTION**

### **FISCAL IMPACT**

\_\_\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_\_ Requires additional appropriation \_\_\_\_\_ No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Resolution

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASHINGTON,  
NORTH CAROLINA, DECLARING JUNE 2026 AS “NUCLEAR FAMILY MONTH”**

**WHEREAS**, the nuclear family—the household consisting of a married mother and father raising their children—has been recognized across cultures and throughout recorded history as the foundational unit of social order, and continues to serve as the primary institution through which children are nurtured, educated, and prepared for responsible citizenship; and

**WHEREAS**, decades of peer-reviewed social science research, including longitudinal studies published by the U.S. Census Bureau, the Brookings Institution, the Institute for Family Studies, and the National Bureau of Economic Research, consistently demonstrate that children raised in intact, married traditional two-parent households experience measurably better outcomes in educational attainment, economic mobility, mental and emotional health, and reduced involvement with the criminal justice system; and

**WHEREAS**, the share of American children raised in married two-parent households has declined substantially over the past five decades, with corresponding measurable impacts on child poverty rates, child welfare system caseloads, school performance, and demand on local government services; and

**WHEREAS**, the strength of local communities—including the City of Washington—is bound together with the strength and stability of the families that comprise them, and family stability is a legitimate matter of public concern within the proper scope of municipal government; and

**WHEREAS**, affirming and encouraging the formation and stability of nuclear families represents one of the most cost-effective long-term investments any community can make in the welfare of its children, the safety of its neighborhoods, and the prosperity of its citizens; and

**WHEREAS**, the month of June has long been associated in American civic life with weddings, family gatherings, Father’s Day, the conclusion of the academic year, and the celebration of family milestones; and

**WHEREAS**, the City Council wishes to publicly honor and encourage the fathers, mothers, and family members of Washington who sacrifice daily to raise children of character and to build homes of love, stability, and faith;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Washington, North Carolina, in regular session assembled, as follows:

- 1.** The City Council hereby declares the month of June 2026 as “Nuclear Family Month” in the City of Washington, North Carolina.
- 2.** The Council encourages all citizens, churches, schools, civic organizations, and businesses of Washington to observe this month with activities, programs, and reflection that honor, support, and strengthen nuclear families and the children they raise.
- 3.** The Council affirms its ongoing commitment to advancing public policy that supports family formation, family stability, and the well-being of children in our community.
- 4.** The City Clerk is directed to record this resolution in the official minutes of the Council, to provide certified copies to local news media, and to make this resolution publicly available on the City’s website.

5. This resolution shall take effect immediately upon its adoption.  
**ADOPTED** this 8th day of June, 2026, by the City Council of the City of Washington,  
North Carolina.

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Ellen Brabo,  
Mayor

ATTEST:

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Cynthia S. Bennett,  
City Clerk

RECREATION SERVICES RESTRUCTURE A \$111,000 Investment in Washington Youth Sports  
Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

Proposed Amendment to the FY 2026–2027 Recommended Budget Ordinance

**RECREATION SERVICES RESTRUCTURE**

**A \$111,000 Investment in Washington Youth Sports**

*A Service-Delivery Reorganization Investing in Parent-Led Youth Leagues and Returning Savings to Taxpayers*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 General Fund — Cultural & Leisure Service Area
Action requested:	Motion to amend the City Manager’s Recommended Budget prior to adoption

**1. Purpose and Framing**

This amendment restructures how the City delivers youth recreation—moving from a City-staffed model to a parent-led, nonprofit-operated league model in which the City invests directly in the parent organizations. It applies the same reorganization logic the City Manager’s Recommended Budget already uses for the Equipment Services Division (the “Garage”), where the budget reduces and reorganizes the department around a more efficient delivery model.

Consistent with that approach, this is a restructure, not a service elimination. Youth football, basketball, soccer, and baseball/softball remain fully funded—with increased funding and more programs—operated by the families who use them, with the City as funding partner and facility provider. The Aquatic Center is reorganized to a sustainable operating model. The resulting net savings are returned to property taxpayers as an additional two-cent (¢) reduction in the General Fund tax rate.

**2. Summary of Fiscal Effect**

Component	Amount
Restructure savings — Athletics & Recreation Programs (6122)	(\$175,004)
Restructure savings — Aquatic Center (6126), to \$250,000	(\$256,901)
<b>Gross General Fund savings</b>	<b>(\$431,905)</b>
Investment in parent-led leagues (new contributions)	\$123,905
<b>Net General Fund savings</b>	<b>(\$308,000)</b>

Applied in full to: additional 2¢ property tax rate reduction	(\$308,000)
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**Note on the tax math: The Recommended Budget states that one cent on the tax rate yields ~\$154,000 at a 97% collection rate, so a 2¢ reduction costs ~\$308,000. The \$308,000 in net savings funds the 2¢ cut in full—every dollar of the restructure is directed either to the tax cut or to our youth leagues, with no additional draw on fund balance beyond the Recommended Budget.**

### 3. The Motion (to read into the record)

*“I move to amend the FY 2026–2027 Recommended Budget Ordinance as follows:*

1. *Recreation Services Restructure – Athletics. Restructure General Fund Department 6122 (Athletics & Recreation Programs) from a City-operated model to a parent-led model by eliminating the division’s personnel and direct program line items totaling \$175,004, retaining only the facility-related operating lines (\$62,245).*
2. *Recreation Services Restructure – Aquatics. Restructure General Fund Department 6126 (Aquatic Center) to a sustainable reduced-hours operating model with a total appropriation of \$250,000, a reduction of \$256,901, achieved through a reduction in operating hours and season—not through closure of the facility or any portion of it—and with no reduction below safe lifeguard staffing during posted operating hours. This restructure takes effect July 1, 2026, the date on which the facility’s 25-year PARTF maintenance term expires.*
3. *Investment in Parent-Led Leagues. Appropriate \$123,905 in recreation contributions to incorporated nonprofit parent organizations to operate youth leagues: Youth Football \$20,905; Youth Basketball \$39,000; Youth Soccer \$32,000; and Youth Baseball/Softball \$32,000—each conditioned on a Recreation Services Contribution Agreement as provided in Section 5.*
4. *Tax Rate Reduction. Reduce the General Fund ad valorem tax rate 2 cents per \$100 of assessed valuation—an additional two-cent reduction—and reduce budgeted current-year ad valorem revenue by \$308,000 accordingly.*
5. *Intergovernmental Cost-Sharing. Direct the City Manager to pursue cost-sharing agreements with Beaufort County, Beaufort County Schools, and ECU Health (formerly Vidant) to offset the Aquatic Center’s operating subsidy, consistent with the recommendation of PARTF officials, with any funds secured to be recognized by subsequent budget amendment.*

*I further move that this amendment be incorporated into the budget ordinance adopted for FY 2026–2027.”*

### 4. Detailed Budget Ordinance Adjustments

#### 4.1 Department 6122 – Athletics & Recreation Programs (eliminate \$175,004; retain \$62,245)

**Lines eliminated (parents now operate the leagues):**

Account	Description	Change
010-6122-0200	Salaries – Full Time	(\$53,205)
010-6122-0201	Salaries – Overtime	(\$2,000)
010-6122-0300	Salaries – Part Time	(\$44,413)
010-6122-0500	F.I.C.A. Taxes	(\$7,683)

010-6122-0600	Group Insurance	(\$13,500)
010-6122-0700	Retirement Contributions	(\$8,358)
010-6122-0701	401(k) Employer Contributions	(\$1,620)
010-6122-5601	Athletic Programs	(\$11,000)
010-6122-3404	Program Expenses	(\$10,100)
010-6122-3402	Summer Materials / Programs	(\$10,500)
010-6122-7000	Noncapitalized Purchases	(\$6,700)
010-6122-1600	Maint/Repair Equipment	(\$4,025)
010-6122-3300	Departmental Supplies	(\$1,900)
	<b>Total reduction – 6122</b>	<b>(\$175,004)</b>

Lines retained (City still owns and operates the facility): Telephone \$1,000; Water & Electric \$31,000; Natural Gas \$4,500; Maint/Repair Building \$19,370; Janitorial \$5,000; Professional Services \$725; Employee Development \$500; Advertisement \$150 — total \$62,245.

#### 4.2 Department 6126 – Aquatic Center (reduce to \$250,000)

Reduce the total Aquatic Center appropriation from \$506,901 to \$250,000 (a reduction of \$256,901) by moving to a reduced-hours operating model—a reduction in operating hours and season, not a closure of the facility or any portion of it. This restructure is effective July 1, 2026, when the facility's 25-year PARTF maintenance term expires (see Section 4.4). Illustrative composition of the reduction (final line distribution to be set with the Finance Officer and Recreation staff):

Restructuring measure	Approx. change
Reduce operating season; discontinue winter heating (010-6126-1301)	(\$40,000)
Reduce Water & Electric for shorter operating season (010-6126-1300)	(\$43,000)
Eliminate one full-time position; seasonal management (0200 + benefits)	(\$84,000)
Reduce lifeguard (part-time) hours to match shorter season (010-6126-0300)	(\$57,000)
Defer building maintenance (010-6126-1500)	(\$15,000)
Trim marketing, programs, and supplies	(\$17,901)
<b>Total reduction – 6126</b>	<b>(\$256,901)</b>

**Safety floor (non-negotiable):** Lifeguard staffing per posted operating hour is not reduced. Savings on the lifeguard line are achieved *only* by reducing the number of operating hours/season—never by under-guarding while the pool is open. Chemicals, water treatment, and ADA/safety supplies remain at levels required for safe operation.

**Why this is a reduction in hours, not a closure:** the facility remains open to the public; only the number of operating hours and the length of the season are reduced. The City's

PARTF Project Agreement requires the site be “open for public use at reasonable hours and times of the year, according to the type of facility,” and the City Attorney’s review found no provision specifically prohibiting a reduction in hours. In any event, this restructure takes effect July 1, 2026—after the 25-year PARTF maintenance term has run—so the PARTF operating restrictions no longer apply.

**4.3 New Recreation Contributions (invest \$111,000)**

Account (new)	Description	Change
010-6170-49..	Youth Football League Contribution	\$20,905
010-6170-49..	Youth Basketball League Contribution	\$39,000
010-6170-49..	Youth Soccer League Contribution	\$32,000
010-6170-49..	Youth Baseball/Softball League Contribution	\$32,000
	<b>Total investment</b>	<b>\$123,905</b>

Each league’s contribution now includes its own startup, insurance, officials, and equipment costs rather than a separate City-administered pool—improving transparency and making each organization fully and independently accountable for its own costs under its agreement.

**4.4 Intergovernmental Cost-Sharing (Aquatic Center subsidy offset)**

The Aquatic Center is the General Fund’s largest single recreation subsidy—roughly \$400,000+ per year against minimal user-fee revenue—and it serves residents well beyond the city limits. PARTF officials have advised the City that the appropriate remedy is shared funding from other beneficiaries, not service cuts. This amendment directs the City Manager to pursue cost-sharing agreements with Beaufort County, Beaufort County Schools, and ECU Health. Any funds secured will be recognized by subsequent budget amendment and may be used to restore Aquatic Center hours above the reduced-model baseline. Funding must come from intergovernmental or philanthropic sources—not from on-site advertising, sponsorship signage, or naming rights, which would conflict with the McConnell donor understanding (see Section 5).

**4.5 Revenue & Balancing Adjustments**

Account	Description	Change
010-31.....	Ad Valorem Taxes – rate (-2¢)	(\$308,000)
	<b>Total revenue-side reduction</b>	<b>(\$308,000)</b>

**5. Conditions and Safeguards**

Adoption of this amendment is conditioned on the following, to protect the City and the children served:

1. **PARTF term:** the Aquatic Center restructure takes effect July 1, 2026, upon expiration of the facility’s 25-year PARTF maintenance term. As a protective measure, the City should obtain written confirmation from PARTF/DEQ of the term’s expiration date, and the reduced schedule is structured as a reduction in operating hours and season rather than a closure of the facility.

2. **McConnell Agreement:** before implementing the Aquatic Center changes, a City representative should consult the John P. McConnell Foundation (or Mr. McConnell or his family), consistent with the 1998 Agreement’s commitment to maintain the Complex at a level consistent with the donor’s generosity. No commercialization, advertising, sponsorship signage, or naming rights at the Complex shall be used as a funding mechanism.
3. **Cost-sharing:** the City Manager pursues cost-sharing with Beaufort County, Beaufort County Schools, and ECU Health; secured funds are recognized by budget amendment and may restore Aquatic Center hours above the reduced baseline.
4. Each parent organization receiving funds must be an incorporated nonprofit (501(c)(3) preferred) and must execute a Recreation Services Contribution Agreement (template provided separately) before any funds are disbursed.
5. Funds are disbursed on a reimbursement or milestone basis against the agreement—not as a lump-sum advance.
6. **Insurance and indemnification:** each league carries general liability and participant-accident coverage, names the City as additional insured, and indemnifies the City.
7. **Youth safety:** each league requires criminal-background screening for all coaches and volunteers who work with minors.
8. **Equity:** each agreement requires need-based fee waivers/scholarships so that no child is priced out of play.
9. **Facility responsibilities:** the agreement specifies who lines fields and preps the gym (City Buildings & Grounds or the league), and governs facility scheduling and use.
10. **Personnel note:** elimination of the filled full-time positions in 6122 and 6126 is a reduction-in-force handled under the City’s personnel policy, parallel to the reductions already reflected in the Recommended Budget.
11. **Accounting:** nonprofit recipients provide an accounting of the use of City funds and are subject to audit, consistent with the North Carolina Local Government Budget and Fiscal Control Act.

**6. Reconciliation — the Amendment Balances**

	Amount
Total expenditure change (-175,004 - 256,901 + 123,905)	(\$308,000)
Total revenue change (-308,000 ad valorem)	(\$308,000)
<b>Net effect on balanced budget</b>	<b>\$0</b>
<b>Revised General Fund total (\$24,870,440 - 308,000)</b>	<b>\$24,562,440</b>

*Preparation note: Dollar figures are drawn from the FY 2026–2027 City Manager’s Recommended Budget. Final account codes for new contribution and revenue lines, the exact Aquatic Center line distribution, and all personnel actions should be confirmed with the Finance Officer and the City Attorney before adoption.*

**CITY OF WASHINGTON, NORTH CAROLINA  
RECREATION SERVICES CONTRIBUTION AGREEMENT**

*(Parent-Led Youth League — Template)*

This Recreation Services Contribution Agreement (“Agreement”) is made as of [date], by and between the City of Washington, a North Carolina municipal corporation (the “City”), and [League Legal Name], a North Carolina nonprofit corporation (the “Organization”). The City and the Organization are each a “Party” and together the “Parties.”

**Recitals**

A. The City has restructured its delivery of youth recreation from a City-operated model to a parent-led model and, through its FY 2026–2027 budget, has appropriated funds to support qualified nonprofit organizations that operate youth athletic leagues for the benefit of the community.

B. The provision of public recreation is an authorized public purpose of the City under North Carolina law, including the recreation enabling authority in Chapter 160A of the General Statutes.

C. The Organization is qualified and willing to operate the league(s) described herein, and the City desires to contribute funds for that public purpose subject to the terms below.

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

1. **Purpose and Scope of Services.** The Organization shall organize, administer, and operate the following youth league(s): [football / basketball / soccer / baseball & softball] for participants ages [ ] to [ ], including registration, scheduling, coaching/volunteer recruitment, officiating, equipment, and season administration for the [season/year] season(s).
2. **Term.** This Agreement begins on [start date] and ends on [end date], unless renewed in writing or terminated under Section 13.
3. **City Contribution.** Subject to appropriation and the conditions herein, the City shall contribute up to

League	Maximum City Contribution
Youth Football	\$20,905
Youth Basketball	\$39,000
Youth Soccer	\$32,000
Youth Baseball / Softball	\$32,000

*Complete only the row(s) applicable to this Organization.*

1. **Disbursement.** The City shall disburse funds on a reimbursement or milestone basis upon the Organization’s submission of itemized documentation of eligible expenditures. No lump-sum advance shall be paid. Unspent funds are not retained by the Organization and are returned to or withheld by the City.
2. **Organizational Status.** The Organization shall be and remain an incorporated North Carolina nonprofit corporation in good standing (501(c)(3) status preferred) throughout the Term, and shall provide its incorporation and tax-exempt documentation to the City upon request.

3. **Insurance.** Before any funds are disbursed and throughout the Term, the Organization shall maintain, at minimum:
  - a. Commercial general liability insurance of not less than **[\$1,000,000]** per occurrence;
  - b. Participant accident/medical coverage for registered players; and
  - c. Coverage naming the City of Washington as an additional insured, with a certificate of insurance furnished to the City before the season begins.
4. **Indemnification.** The Organization shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of the Organization’s operation of the league(s) or use of City facilities, to the fullest extent permitted by law.
5. **Youth Safety — Background Screening.** The Organization shall require and document a criminal-background screening for every coach, official, and adult volunteer who has contact with minors, and shall exclude any individual whose record presents a risk to participants, consistent with the Organization’s written child-protection policy.
6. **Equity and Access.** The Organization shall offer need-based fee waivers or scholarships so that no eligible child is excluded for inability to pay, and shall report the number of waivers granted.
7. **Facility Use and Maintenance.** The City shall make the following facilities available for league use: **[fields / gymnasium / complex]**, per a facility-use schedule approved by the City. Responsibility for field lining and gym preparation is assigned as follows: **[City Buildings & Grounds / the Organization]**. The Organization shall use facilities only for the purposes herein and shall leave them in good condition. No commercial advertising, sponsorship signage, or naming rights shall be placed at the Susiegray M. McConnell Memorial Sports Complex without the prior written approval of the City, consistent with the City’s donor commitments for the Complex.
8. **Reporting and Accounting.** Within **[60]** days after the end of each season, the Organization shall provide the City a written report including participation numbers, a financial accounting of the use of City funds, and scholarships granted. The Organization shall retain records for **[3]** years and make them available to the City for inspection or audit, consistent with the North Carolina Local Government Budget and Fiscal Control Act.
9. **Non-Discrimination and Independent Status.** The Organization shall not discriminate against any participant or applicant on any basis prohibited by law. The Organization is an independent contractor; nothing herein creates an employment, partnership, agency, or joint-venture relationship, and league personnel are not City employees.
10. **Termination.** Either Party may terminate this Agreement upon **[30]** days’ written notice. The City may terminate immediately for the Organization’s failure to maintain insurance, nonprofit status, background screening, or for misuse of funds, and may require return of unexpended or misapplied funds.
11. **Entire Agreement; Governing Law.** This Agreement is the entire agreement of the Parties, may be amended only in a writing signed by both Parties, and is governed by the laws of the State of North Carolina. If any provision is held invalid, the remainder continues in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WASHINGTON	ORGANIZATION
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By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*Approved as to form: City Attorney* \_\_\_\_\_

*Pre-audit certification (N.C.G.S. 159-28):* \_\_\_\_\_ *Finance Officer*

*Template note: Bracketed blue fields are to be completed for each league. This template must be reviewed and approved by the City Attorney and Finance Officer before use; it is a drafting aid and not legal advice.*

# YOUTH LEAGUE SPONSORSHIP SIGNAGE AT THE SUSIEGRAY M. McCONNELL MEMORIAL SPORTS COMPLEX

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## **YOUTH LEAGUE SPONSORSHIP SIGNAGE AT THE SUSIEGRAY M. McCONNELL MEMORIAL SPORTS COMPLEX**

*A League Self-Funding Measure — Up to ~\$20,000 Per League in New Revenue, Consistent with the 1998 McConnell Agreement*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	Recreation — Susiegray M. McConnell Memorial Sports Complex
Action requested:	Motion to authorize league-sold sponsorship signage at the Complex

### **1. Purpose**

**As the City transitions youth recreation to a parent-led model, this measure gives each recognized youth league a sustainable, self-generated revenue source—City-approved sponsorship banners at the Complex. This is standard practice in youth athletics (outfield, fence, and scoreboard sponsors) and can raise up to approximately \$20,000 per league per year, strengthening the leagues and reducing their long-term reliance on City contributions—at no cost to the City.**

### **2. Authority and Consistency with the McConnell Agreement**

**The City Attorney’s review found no provision in the 1998 McConnell Agreement that prohibits advertising or sponsorship at the Complex. The Agreement’s only relevant terms are that the Complex must be (a) named in perpetuity the “Susiegray Moore McConnell Memorial Sports Complex,” and (b) maintained at a level consistent with the donor’s generosity. This authorization is structured to respect both.**

**In addition, the ballfields were funded by the McConnell gift and are not part of the City’s PARTF-assisted facilities (the pool, archery range, and trail), so PARTF rules do not restrict signage at the fields.**

### **3. What This Authorizes**

**Each recognized youth league operating at the Complex may sell City-approved sponsorship signage—such as outfield and fence banners, scoreboard sponsors, and dugout signage—with all revenue retained by the league for its operations and youth programming.**

### **4. Conditions (to keep this within the Agreement terms)**

- **No naming rights; no renaming.** The Complex name and all field names remain unchanged, preserving the memorial as required by the Agreement. Sponsorships are signage only—never naming.
- **Temporary, seasonal banners only.** No permanent commercial structures; banners are installed for the season and removed at season’s end, keeping the Complex consistent with its memorial character.
- **City approval and uniform standards.** The City approves the size, materials, placement, and design of all signage and adopts a single uniform signage policy applied to every league.
- **Youth-appropriate content.** No advertising for alcohol, tobacco, vaping, cannabis, gambling, firearms, political campaigns, or adult content.
- **Revenue retained and reported.** Sponsorship proceeds stay with the league and are reported in the league’s annual accounting under its Recreation Services Contribution Agreement.
- **Donor courtesy.** Before implementation, the City Manager and City Attorney will notify and consult the John P. McConnell Foundation (or Mr. McConnell or his family), consistent with the donor relationship and the City Attorney’s recommendation.

**5. Fiscal Impact**

	Estimated new league revenue
Per league (potential, depending on inventory and pricing)	up to ~\$20,000 / yr
<b>Cost to the City</b>	<b>\$0</b>

*These are estimated potential figures, not guarantees; actual revenue depends on available banner space and local sponsor demand. Over time, this league-generated revenue can offset a meaningful share of the City’s recreation contributions and support program growth.*

**6. Motion (to read into the record)**

*“I move that the City Council authorize the recognized youth sports leagues operating at the Susiegray M. McConnell Memorial Sports Complex to sell City-approved sponsorship signage at the Complex, with all revenue retained by the leagues, subject to the conditions set forth in this item—including no naming rights, temporary seasonal banners only, City design and content approval, and consultation with the John P. McConnell Foundation—and direct the City Manager and City Attorney to implement this authorization through a uniform signage policy and the leagues’ Recreation Services Contribution Agreements.”*

*note: This item reflects the City Attorney’s review that the 1998 McConnell Agreement contains no prohibition on Complex advertising. The per-league revenue figure is an estimate. The final signage policy, content standards, and the McConnell consultation should be confirmed with the City Attorney before adoption.*

# OUTSIDE-AGENCY CONTRIBUTION COMPLIANCE & ELIGIBILITY POLICY

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

## OUTSIDE-AGENCY CONTRIBUTION COMPLIANCE & ELIGIBILITY POLICY

### CITY OF WASHINGTON, NORTH CAROLINA

City Council Agenda Item

*Conditioning City Contributions to Third-Party Charities on Compliance with North Carolina Law*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Outside Agency Contributions
Action requested:	Motion to adopt a compliance/eligibility policy and withhold FY27 funds from non-compliant agencies

#### 1. Purpose

**Contributions to outside charities and agencies are public funds and carry legal duties. This item establishes a clear, uniform standard that applies equally to every outside agency: no taxpayer dollars go to any third-party organization that uses them in violation of North Carolina law. It conditions all FY 2026–2027 outside-agency contributions—and all future contributions—on statutory compliance and use of the funds solely for the public purpose for which they are given.**

#### 2. Background & Authority

- A city may appropriate funds to a private nonprofit **only for a public purpose** (N.C. Const. Art. V, § 2; G.S. 160A-20.1).
- Public funds provided to a nonprofit require a written agreement and an accounting of their use, consistent with the Local Government Budget and Fiscal Control Act (Chapter 159).
- State law prohibits public officials from deriving a personal benefit from public contracts and appropriations (conflict-of-interest provisions of G.S. 14-234; voting/recusal under G.S. 160A-75).
- The City presently funds multiple outside agencies through its Outside Agency Contributions. This policy ensures every one of those dollars is used lawfully and for its intended public purpose.

#### 3. Policy

**(a) Eligibility. Beginning with FY 2026–2027 and continuing thereafter, the City shall make no contribution—and shall facilitate no donation—to any third-party charity or outside agency unless the agency certifies and demonstrates that it (i) uses the funds solely for the public purpose stated in a written agreement, (ii) complies with all applicable North Carolina General Statutes, and (iii) provides the accounting required by law.**

**(b) Prohibited uses / disqualifiers. City funds (and any City-solicited or City-facilitated donations) may not be used in any manner that violates state statute. Without limitation, an agency is disqualified if it has used such funds to:**

- pay compensation to its officers or directors except as expressly authorized in a written agreement, tied to the public purpose, and permitted by law;
- confer a benefit on any City official in violation of the conflict-of-interest provisions of G.S. 14-234;
- operate outside, or divert funds from, the public purpose for which the contribution was appropriated; or
- otherwise violate the Local Government Budget and Fiscal Control Act or other applicable law.

**(c) Consequence — current and future.** Any agency determined to have used City funds in violation of state statute—including the improper payment of officer or director salaries—is **removed from FY 2026–2027 funding** and remains **ineligible for future City contributions** until it (i) remedies the violation, (ii) returns any misapplied funds, and (iii) demonstrates full compliance to the City’s satisfaction.

#### 4. Eligibility Requirements (every outside-agency contribution)

- **Written agreement** specifying the public purpose and the permitted uses of the funds.

- **Annual compliance certification** — a signed statement that the agency complies with applicable state law and that no City funds were used for any prohibited purpose.
- **Itemized accounting** of the prior year's use of City funds, including any amounts paid as compensation.
- **Conflict-of-interest disclosure** — identification of any City elected official or employee serving as an officer, director, or paid staff of the agency, with recusal and conflict management under G.S. 14-234 and G.S. 160A-75.
- **Audit and clawback rights** — the City may inspect or audit the use of its funds and require return of any misapplied amounts.

## 5. Implementation

**The City Council directs the City Manager, Finance Officer, and City Attorney to:**

- review every FY 2026–2027 outside-agency contribution for compliance with this policy **before any funds are disbursed**;
- withhold funds from any agency that is not in compliance, and report the determination to Council; and
- bring forward a standard certification form and contribution agreement to be used for all current and future funding rounds.

**Due process:** a determination of non-compliance is made by staff and the City Attorney based on documentation, with notice to the agency and an opportunity to respond or cure, before funds are withheld—so the standard is applied fairly and uniformly to all agencies.

## 6. Fiscal Impact

**No new cost. The policy ensures the existing Outside Agency Contributions appropriation is used lawfully. Any funds withheld from a non-compliant agency remain in the General Fund and are available for reallocation by the Council.**

## 7. Motion (to read into the record)

*“I move that the City Council adopt the Outside-Agency Contribution Compliance & Eligibility Policy set forth in this item; that no FY 2026–2027 contribution be disbursed to any third-party charity or outside agency until the City Manager, Finance Officer, and City Attorney confirm the agency’s compliance with applicable North Carolina law and use of funds for the stated public purpose; that any agency determined to have used City funds in violation of state statute—including improper payment of officer or director compensation—be removed from this funding round and remain ineligible for future contributions until the violation is cured, misapplied funds are returned, and compliance is demonstrated; and that staff bring forward a standard certification and agreement for all future rounds.”*

# \$1,200 Proposed Yearly Electric Rate Increase RESTRUCTURE

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

## CITY OF WASHINGTON, NORTH CAROLINA

### City Council Agenda Item

#### \$1,200 Proposed Yearly Electric Rate Increase RESTRUCTURE

*Shifting 75%+ of the Increase to Outside-City (County) Customers So Washington Residents Aren't Hurt*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Electric Fund Rate Increase
Action requested:	Motion to restructure the electric rate increase as a cost-share and direct a supporting rate study

#### 1. Purpose

The FY 2026–2027 budget includes an electric rate increase, and continued wholesale-power increases are projected to add roughly \$1,200 per year to the average customer's bill over the next four years. This item restructures how that increase is shared so that not less than 75% of the incremental increase is borne by customers outside the city limits—protecting Washington city residents, who already carry a disproportionate share of the City's tax burden, from bearing the brunt.

#### 2. Background

The Recommended Budget raises the residential base rate by \$0.20 and adds \$0.0125 per kWh—about a 4.5% increase, roughly \$25 per month (~\$300 per year) for an average 2,000-kWh household—to cover Duke Energy's ~9% wholesale power cost increase.

Continued wholesale increases are projected to compound to approximately \$1,200 per year in additional electric cost per customer within four years.

City residents support the electric system both through their bills *and* through City taxes, and the Electric Fund helps fund community-wide services—while customers outside the corporate limits use the same system without contributing to the City's tax base and using city services as a disproportionate level.

#### 3. Authority

A city may own and operate an electric system and furnish service outside its corporate limits, and may fix and revise the rates for that service (G.S. 160A-312; G.S. 160A-314).

Different rates for inside-city and outside-city customers are permitted where the differential is reasonable and supported by a rational, cost-based justification—which is why this item commissions a cost-of-service study to establish and defend the cost share (Section 4).

#### 4. Direction

The City Council directs the City Manager, with Electric and Finance staff and a qualified rate consultant, to:

**Restructure the cost share. Redesign the FY 2026–2027 electric rate increase—and the projected four-year rate path—so that at least 75% of each incremental increase is allocated to outside-city (county) customers, holding inside-city residents as close to flat as feasible.**

**Commission a cost-of-service / rate study to support and legally defend the inside/outside differential.**

**Keep it revenue-neutral to the Electric Fund. The restructure shifts who pays—not the total revenue—so the Fund still fully recovers the Duke wholesale increase and maintains required debt-service coverage.**

**Return for adoption. Bring a revised rate schedule and the supporting study back to the Council for adoption before the new rates take effect.**

**5. Guardrails**

**Revenue-neutral: total Electric Fund cost recovery is unchanged; this reallocates the burden, it does not reduce revenue.**

**Legally defensible: the differential is set by the cost-of-service study and reviewed by the City Attorney so it can withstand challenge by outside-city customers.**

**Contract & covenant compliance: the restructure must comply with the City’s wholesale power-supply contract and any bond/coverage covenants.**

**6. Fiscal Impact**

	<b>Effect</b>
Total Electric Fund revenue	No change
Share of the increase on outside-city (county) customers	75%+ (target)
Impact on city residents	Held near flat
<b>Projected 4-year increase being reallocated</b>	<b>~\$1,200 / yr per customer</b>

***Exact inside/outside rate figures to be set by the cost-of-service study; percentages are policy targets for staff to implement to the extent the study supports.***

**7. Motion**

***“I move that the City Council direct the City Manager and staff, with a qualified rate consultant, to restructure the FY 2026–2027 electric rate increase and the projected four-year rate path so that not less than 75% of each incremental increase is borne by customers outside the city limits, while holding city residents as close to flat as feasible; to commission a cost-of-service study supporting the inside/outside differential; to keep the restructure revenue-neutral to the Electric Fund and compliant with the City’s power-supply contract and bond covenants; and to return a revised rate schedule and the supporting study to the Council for adoption before the new rates take effect. This is to help with county residents usage of city facilities”***

***note: The \$1,200/four-year figure is a projection built from the ~\$25/month FY27 increase continuing; staff should confirm it against the current rate forecast. The 75% target is a policy goal that must be supported by the cost-of-service study to be legally defensible; the achievable differential is what the study and the City Attorney confirm can withstand challenge.***

# DEPARTMENT-BY-DEPARTMENT OVERTIME REDUCTION PLAN

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

## CITY OF WASHINGTON, NORTH CAROLINA

City Council Agenda Item

### DEPARTMENT-BY-DEPARTMENT OVERTIME REDUCTION PLAN

*Controlling Overtime the City Manager Projects to Exceed \$1,000,000*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Citywide Overtime
Action requested:	Motion to require an overtime-reduction plan by department

#### 1. Purpose

The City Manager has indicated that overtime may exceed \$1,000,000 this year. This item requires a strategy to reduce and control overtime in each department.

#### 2. Direction

- Provide a department-by-department overtime plan with targets and a timeline.
- Distinguish **mandatory-coverage overtime** (Police, Fire, EMS staffing minimums) from **discretionary overtime** that can be scheduled or eliminated.

#### 3. Motion

*“I move that the City Council direct the City Manager to present a department-by-department plan to reduce and control overtime, with targets, a timeline, and a clear distinction between mandatory-coverage overtime and discretionary overtime. Overtime needs to be cut by at least 50%”*

#### 4. Estimated Impact

Potential savings up to ~\$1,000,000 (≈ up to ~6.5¢ if entirely General Fund), but public-safety coverage limits how far overtime can be cut, and enterprise-fund overtime reduces utility costs rather than the tax rate. Treat as a control target, not a guaranteed cut.

note: *Confirm current overtime by department and fund with Finance.*

# STORMWATER: INFORMATION REQUEST & TWO-YEAR PROJECT PLAN

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## **STORMWATER: INFORMATION REQUEST & TWO-YEAR PROJECT PLAN**

*Delivering on the Commitment to Reduce the Stormwater Burden*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	Stormwater Fund — Revenues, Expenditures & Capital Plan
Action requested:	Motion to provide stormwater financials and a defined two-year project plan

### **1. Purpose**

**Provide the Stormwater Fund’s revenues and expenditures and a defined two-year project plan. Reducing the stormwater burden was a campaign commitment, and the original house-elevation program has not advanced in roughly 20 years.**

### **2. Background**

- The Stormwater Fund is budgeted at \$2,274,372 for FY 2026–2027, including approximately \$542,000 for capital drainage work.
- Residents are owed a clear picture of what their stormwater fees fund and what projects will be delivered.

### **3. Motion**

*“I move that the City Council direct staff to provide complete Stormwater Fund revenue and expenditure detail and a defined two-year stormwater project plan—including the status and future of the house-elevation program—for Council review.”*

### **4. Note**

**Stormwater is a separate enterprise fund supported by stormwater fees; changes here affect stormwater fees and projects rather than the property tax rate.**

**Preparation : Reconcile figures with the Stormwater Fund detail and the Finance Officer.**

# REDIRECT 50% OF COUNCIL & MAYOR SALARIES TO OUTSIDE AGENCIES

Joe Davis

Yesterday, 4:57 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## **REDIRECT 50% OF COUNCIL & MAYOR SALARIES TO OUTSIDE AGENCIES**

*Leading by Example — and Freeing ~0.2¢ of Tax-Funded Outside-Agency Support*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Governing Body (4110 / 4111) & Outside Agencies
Action requested:	Motion to redirect 50% of elected salaries and reduce the tax-funded outside-agency line

### 1. Purpose

**Redirect 50% of City Council and Mayor salaries to outside-agency support, and reduce the City’s existing tax-funded outside-agency appropriation by the same amount—so the elected officials’ contribution replaces money the City would otherwise pull from the tax base, returning the difference to taxpayers as a rate reduction.**

### 2. The Numbers

Elected salaries (FY 2026–2027 budget)	Amount
City Council — Salaries-Officials (010-4110-0210), 5 members	\$48,291
Mayor — Salaries-Officials (010-4111-0210)	\$15,689
<b>Combined elected salary base</b>	<b>\$63,980</b>
<b>50% redirected to outside agencies</b>	<b>\$31,990</b>

### 3. How It Produces a Tax Cut

**Outside agencies are presently funded from the General Fund (the tax base). By using the \$31,990 in redirected elected salaries to fund outside agencies, the City reduces the existing tax-funded outside-agency appropriation by \$31,990. That freed amount becomes a property-tax reduction of approximately 0.2¢ (\$31,990 ÷ ~\$154,000 per cent).**

#### **4. Motion**

*“I move that the City Council redirect 50% of City Council and Mayor salaries—\$31,990—to outside-agency support, and correspondingly reduce the City’s tax-funded outside-agency appropriation by \$31,990, with the resulting savings applied as a reduction to the General Fund tax rate.”*

#### **5. Estimated Impact**

**\$31,990  $\approx$  ~0.2¢ on the General Fund tax rate, plus the leadership value of elected officials sharing in the City’s fiscal discipline.**

*note: Salary figures are taken from the FY 2026–2027 budget detail (accounts 4110-0210 and 4111-0210). Confirm with Finance and the City Attorney, including any statutory limits on changing elected compensation mid-term.*

# RFP PROCESS FOR THE CITY MANAGER’S PRIVATE-INVESTIGATOR CONTRACT

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

**RFP PROCESS FOR THE CITY MANAGER’S PRIVATE-INVESTIGATOR CONTRACT**

*Applying the Same RFP Precedent Set for Outside Consultants*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	Procurement — Private-Investigator Engagement
Action requested:	Motion to route the engagement through the RFP process and report on the cost cap

## 1. Purpose

Require the private-investigator engagement to go through the City’s RFP process—consistent with the precedent applied when an outside utilities consultant was required to go through RFP—and determine why the contract contains no cost cap.

## 2. Motion

*“I move that the City Council direct that the private-investigator engagement be procured through the City’s standard RFP process, and that staff report to the Council why the contract was entered without a cost cap.”*

*note: Confirm procurement requirements and any existing contract obligations with the City Attorney and Finance Officer.*

# RETURN EVERY DEPARTMENT TO ITS LOWEST STAFFING LEVEL SINCE 2018

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## RETURN EVERY DEPARTMENT TO ITS LOWEST STAFFING LEVEL SINCE 2018

*No Population Growth Since 2018 • Target: 229 Full-Time (from 261)*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Citywide Staffing
Action requested:	Motion to return each department to its lowest budgeted staffing level since 2018

### 1. Purpose

Return every City department to the lowest full-time staffing level it has had since 2018, because the population has not grown over that period. Applied across all departments, this sets a total target of 229 full-time positions — a reduction of 32 from the current 261. (The data the City provided begins with the FY 2019–20 budget; “since 2018” is applied to that record.)

### 2. Population Has Not Grown

City population was 9,875 in 2021 and 9,701 in 2025 — flat-to-declining. With no population growth, there is no population-driven basis for staffing above each department’s prior floor.

### 3. Department-by-Department Floors (positions above their since-2018 low)

The 18 departments below are above their lowest level; the other ~28 are already at their floor. Returning each to its low yields the 32-position reduction.

Department	Fund	Low '18+	Current	Reduce
Emergency Medical Services	GF	26.5	38.5	12.0
Electric Transmission & Distribution	Util	16	19.5	3.5
License Plate Agency	GF	0	2.5	2.5
Electric Administration	Util	3	4.75	1.75

Aquatic Center	GF	1	2	1.0
Brown Library	GF	6	7	1.0
Code Enforcement / Inspections	GF	4	5	1.0
E-911 Communications	GF	5	6	1.0
Electric Meter Services	Util	7	8	1.0
Finance / Accounting	GF	5	6	1.0
Public Works Administration	GF	4	5	1.0
Purchasing	GF	2	3	1.0
Recreation Athletic Programs	GF	0	1	1.0
Tourism Director	GF	1	2	1.0
Warren Airport	Util	1	2	1.0
Customer Service	Util	7.5	8	0.5
Streets & Powell Bill	GF	9	9.5	0.5
Communications	GF	0	0.25	0.25
<b>TOTAL — 261 down to 229</b>				<b>32.0</b>

#### 4. Direction

- Return each department to its lowest budgeted full-time level since 2018 (total 229), through attrition, reorganization, restructuring, and reduction-in-force under the City’s personnel policy.
- **Treat EMS separately. Return EMS to county control.**
- Identify for every position whether it is **General Fund (affects the property tax)** or **enterprise / utility (affects utility rates)**; any position that cannot be eliminated within 90 days is placed on a written phased schedule reported to Council.

#### 5. Motion (to read into the record)

*“I move that the City Council direct the City Manager to return each City department to its lowest budgeted full-time staffing level since 2018 — a citywide target of 229 — through attrition, reorganization, restructuring, and reduction-in-force under the City’s personnel policy; that Emergency Medical Services be returned to county control; that each reduction be identified as a General Fund or enterprise-fund position; and that any position not eliminated within 90 days be placed on a written phased schedule reported to the Council.”*

#### 6. Estimated Property-Tax Impact

- Of the 32-position reduction, about **24 are General Fund** and about 8 are enterprise / utility (which lower utility rates, not the property tax). At ~0.5¢ per General Fund position, the full General Fund cut is worth **~12¢ gross**.
- **But half of that is EMS.** EMS is 12 of the ~24 General Fund positions (~6¢).

- **Preparation note:** *Personnel figures are from the City's own full-time budgeted personnel records (FY19/20–FY25/26); the FY26/27 recommended General Fund figure (148.50) is from the budget document and should be confirmed with Finance. The EMS reduction in particular should be returned to county control. Coordinate any reduction-in-force with the City Attorney and HR.*

# RESTRUCTURE THE HUMAN RESOURCES DEPARTMENT BUDGET (-35%)

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

## CITY OF WASHINGTON, NORTH CAROLINA

City Council Agenda Item

### RESTRUCTURE THE HUMAN RESOURCES DEPARTMENT BUDGET (-35%)

*Reducing the HR Division Budget — Estimated ~1.2¢ in Tax-Rate Savings*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Human Resources Division (4125)
Action requested:	Motion to restructure the HR Division budget by 35%

#### 1. Purpose

**Reduce the Human Resources Division (Dept. 4125) budget by 35% through restructuring, while maintaining required payroll, benefits, and compliance functions.**

#### 2. Direction

- Identify the specific functions and positions to be reduced or reorganized.
- Ensure mandatory functions (payroll, benefits administration, recruitment compliance, recordkeeping) remain fully covered—including through shared services or automation if appropriate.

#### 3. Motion (to read into the record)

*“I move that the City Council direct a 35% restructuring of the Human Resources Division budget, with an implementation plan that maintains all required payroll, benefits, and compliance functions, returned to the Council for review.”*

#### 4. Estimated Impact

**HR Division FY 2026–2027 = \$523,410; a 35% reduction ≈ \$183,194 ≈ ~1.2¢ on the General Fund tax rate.**

*note: Confirm figures and mandatory-function coverage with Finance/HR.*

# FREEZE THE COST-OF-LIVING ADJUSTMENT (COLA)

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

**FREEZE THE COST-OF-LIVING ADJUSTMENT (COLA) THIS YEAR ONLY**

*Freezing the Proposed 2.4% COLA — Estimated ~1.6¢ (All Funds)*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Personnel / COLA
Action requested:	Motion to freeze the proposed 2.4% COLA

## 1. Purpose

Freeze the proposed 2.4% cost-of-living adjustment in the FY 2026–2027 budget to reduce the personnel cost increase and help fund a lower tax rate.

## 2. Motion

*“I move that the City Council amend the FY 2026–2027 budget to freeze the proposed 2.4% cost-of-living adjustment.”*

## 3. Estimated Impact

Per the budget, the COLA costs approximately \$257,271 across all funds  $\approx$  ~1.6¢. Only the General Fund share reduces the property tax rate (the enterprise-fund share reduces utility costs); the GF-only effect is roughly 1.0¢.

*note: Confirm the General Fund share with Finance.*

# EMPLOYEE HEALTH-INSURANCE COST-SHARE (40% EMPLOYEE BUY-IN)

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## **EMPLOYEE HEALTH-INSURANCE COST-SHARE (40% EMPLOYEE BUY-IN)**

*Sharing Rising Premium Costs — Estimated Up to ~6.2¢ in Tax-Rate Savings*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Employee Health Insurance
Action requested:	Motion to model a 40% employee premium cost-share

### **1. Purpose**

**The City currently covers roughly 100% of employee health-insurance premiums. This item restructures coverage so employees contribute toward premiums—targeting a 40% employee share—to offset rising costs and reduce the General Fund burden.**

### **2. Background**

- General Fund health insurance is budgeted at approximately \$2,404,380, reflecting an 8% premium increase this year.
- Increased premium costs have not, to date, been passed on to employees.

### **3. Direction**

**Direct staff to model a plan in which employees contribute up to 40% of premium cost, and return the projected savings, plan-design options, and recruitment/retention impact to the Council before adoption.**

### **4. Motion (to read into the record)**

*“I move that the City Council direct the City Manager and Human Resources to model a health-insurance structure in which employees contribute up to 40% of premium cost, and to return the projected savings, plan-design options, and recruitment and retention impact to the Council for consideration.”*

## 5. Estimated Impact

A 40% employee share of the General Fund premium could save up to ~\$961,752 ≈ ~6.2¢ (upper bound, assuming 40% of the full GF premium).

**Consideration:** Confirm General-Fund-vs-all-funds scope and exact premiums with Finance/HR; the achievable figure may be lower than the upper bound.

*note: Figures are preliminary estimates from the budget summary; confirm with Finance/HR.*

# EXTEND EQUIPMENT, FLEET & TECHNOLOGY REPLACEMENT CYCLES

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## **EXTEND EQUIPMENT, FLEET & TECHNOLOGY REPLACEMENT CYCLES**

*Living Within Our Means — Longer Service Life, Lower Annual Capital Outlay*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Capital / Replacement Schedules
Action requested:	Motion to extend replacement cycles and report the savings

### **1. Purpose**

**Extend the useful-life and replacement cycles for City equipment, vehicles, and technology beyond the current ~5-year standard wherever safe and practical to the most extensive time possible, lowering annual capital outlay. City government should live within its means the same way residents do—most families keep vehicles and equipment well beyond five years.**

### **2. Direction**

- Revise the equipment, vehicle, and technology replacement schedules to the maximum **safe and practical** service life to its latter end.
- Review safety-critical public-safety apparatus (fire, EMS, police) individually so that extending life never compromises safety or response.
- Report the resulting annual capital savings by department and fund.

### **3. Motion (to read into the record)**

*“I move that the City Council direct the City Manager to revise the City’s equipment, vehicle, and technology replacement schedules to extend service life to the maximum safe and practical interval—reviewing safety-critical public-safety apparatus individually—and to report the resulting annual capital savings to the Council.”*

### **4. Estimated Impact**

**Savings to be quantified against the current replacement schedule. General Fund savings reduce the property tax rate; enterprise-fund savings reduce utility costs.**

*note: Ask Finance to model savings against the existing replacement schedule.*

# ONE-CENT TAX REDUCTION VIA LIBRARY RESTRUCTURE & COUNTY / REGIONAL CONSOLIDATION

Joe Davis

Yesterday, 4:56 PM

Cynthia Bennett

**CITY OF WASHINGTON, NORTH CAROLINA**

City Council Agenda Item

## **ONE-CENT TAX REDUCTION VIA LIBRARY RESTRUCTURE & COUNTY / REGIONAL CONSOLIDATION**

*Restructuring Brown Library Toward a ~\$154,000 (One-Cent) Reduction*

Submitted by:	Council Member Joe Davis
Date:	June 8, 2026
Re:	FY 2026–2027 Budget — Brown Library (6110)
Action requested:	Motion to direct a library consolidation/partnership plan and fee schedule

### **1. Purpose**

**Reduce the City’s net library cost by approximately \$154,000—one cent on the tax rate—by restructuring Brown Library through consolidation or partnership with the county / regional library system and a sustainable fee schedule, while preserving library service to residents.**

### **2. Background**

- Brown Library (Dept. 6110) is budgeted at \$786,096 for FY 2026–2027.
- Beaufort County is within a regional library footprint, so a consolidation, interlocal, or shared-services arrangement is a realistic path to lower the City’s net cost while maintaining access.
- A modest, sustainable fee schedule (non-resident cards, meeting-room/printing/technology fees, fines where appropriate) can further offset City costs.

### **3. Direction**

**Direct the City Manager and Library staff to develop, with the county, a consolidation or partnership plan and a sustainable fee schedule targeting an approximately \$154,000 reduction in the City’s net library appropriation, and to return the plan and an interlocal agreement (if applicable) to Council for approval.**

### **4. Motion (to read into the record)**

***“I move that the City Council direct the City Manager to develop, in coordination with Beaufort County and the regional library system, a plan to consolidate or partner the City’s library operations and adopt a sustainable fee schedule, targeting an approximately \$154,000 (one-cent) reduction in the City’s net library appropriation, and to return that plan and any required interlocal agreement to the Council for approval.”***

## **5. Estimated Impact**

**Target reduction  $\approx$  \$154,000  $\approx$  1.0¢ on the General Fund tax rate. Final savings depend on the consolidation terms and fee schedule; confirm with the Finance Officer and County.**

*note: Service levels, governance, and any interlocal terms must be confirmed with the County and the City Attorney. Figures are preliminary.*



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Brabo & Members of the City Council  
**From:** Administrative Services Director, Tammy Swindell  
**Date:** June 8, 2026  
**Subject:** Adopt Budget Ordinance for Fiscal Year 2027, Set Ad Valorem Tax Rate and User Fee Schedule

**RECOMMENDATION:**

I move that City Council adopt the Budget Ordinance for Fiscal Year 2026/2027, set the Advalorem Tax rate at \$0.465 per \$100.00 value and set the user fee schedule included in the appendix of the budget.

**BACKGROUND AND FINDINGS:**

Attached is the Budget Ordinance for Fiscal Year 2026/2027, totaling \$143,808,594. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$24,870,440
Water Fund	5,583,332
Sewer Fund	4,978,756
Storm Water Management Fund	2,274,372
Electric Fund	39,350,978
Airport Fund	1,197,843
Solid Waste Fund	2,181,789
Cemetery Fund	396,511
Library Trust Fund	3,350
Cemetery Trust Fund	15,990
Water Capital Reserve Fund	13,040
Sewer Capital Reserve Fund	4,200
Workers Compensation Fund	204,254
General Fund Project Fund	241,000
Library Expansion Project	108,000
General Fund Grant Funds	206,780
Water Capital Project Fund	1,330,120
Water Grant Fund	1,095,073
Sewer Capital Project Fund	1,000,000
Sewer Grant Fund	4,168,824
Storm Water Project Fund	3,424,840
Medical District Drainage Fund	7,479,176
Stormwater Grant Fund	1,716,980
DOT Hwy 17 Relocation Fund	2,881,805

Electric Grant Fund	10,000
Airport Grant Fund	39,069,261
CDBG Program Income Fund	<u>1,880</u>

Grand Total \$143,808,594

**PREVIOUS LEGISLATIVE ACTION**

Budget workshop discussions

**FISCAL IMPACT**

Currently Budgeted (Account )  Requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS**

Annual budget  
 Budget Ordinance

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CITY OF WASHINGTON, NORTH CAROLINA  
BUDGET ORDINANCE FOR FISCAL YEAR 2027

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

**Section 1.** The following amounts are hereby appropriated for the operation of the City of Washington government and its activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027, according to the following schedules:

Schedule A. General Fund

General Government

City Council	100,685
Mayor	29,189
City Manager	569,234
Communications	9,000
TDA Director	199,249
Human Resources	523,410
Finance	1,009,078
Purchasing	347,673
Information Systems	736,887
Billing	216,759
Customer Services	775,773
License Plate Agency	77,804
Legal	198,300
Code Enforcement	299,061
Miscellaneous	1,213,099
Economic Development	265,968
Planning/Zoning	392,162
Outside Agencies	71,800
Debt Service	960,000

Public Safety

Police	4,650,834
E-911 Communication	614,115
Fire	1,566,923
Emergency Medical Services	4,565,811

Public Works

Equipment Services	98,675
Municipal Building	327,437
Street Maintenance	835,563
Powell Bill	355,100
Administration	169,059

Cultural and Leisure

Brown Library	786,096
Recreation Administration	431,194
Recreation Events	36,250
Athletics & Recreation Programs	237,249
Senior Programs	305,898
Waterfront Docks	207,238
Civic Center	171,635
Aquatic Center	506,901
Buildings & Grounds	1,009,331
Total General Fund Appropriations	<u>\$24,870,440</u>

Schedule B. Water Fund

Miscellaneous	1,386,193
Administration	231,996
Water Meter Services	200,580
Water Treatment	2,103,640
Water Distribution Maintenance	369,964
Water Distribution Construction	538,960
Debt Services	751,999
Total Water Fund Appropriations	<u>5,583,332</u>

Schedule C. Sewer Fund

Miscellaneous	1,348,912
Administration	229,405
Wastewater Collection Maintenance	506,360
Wastewater Collection Construction	387,512
Wastewater Treatment	1,693,328
Wastewater Lift Stations	437,189
Debt Service	376,050
Total Sewer Fund Appropriations	<u>4,978,756</u>

Schedule D. Storm Water Management Fund

Operations	1,813,404
Nutrient Control	59,503
Debt Service	401,465
Total Storm Water Management Fund Appropriations	<u>2,274,372</u>

Schedule E. Electric Fund

Miscellaneous	5,681,725
Administration	610,025
Utility Communications	430,240
Electric Meter Services	922,753
Purchase Power	22,737,935
Substation Maintenance	761,282
Load Management	647,549
Power Line Maintenance	3,514,082
Power Line Construction	1,715,700
Debt Service	1,411,376
Contingency	918,311
Total Electric Fund Appropriations	<u>39,350,978</u>

Schedule F. Airport Fund

Operational Expenses	1,197,843
Contingency	0
Total Airport Fund Appropriations	<u>1,197,843</u>

Schedule G. Solid Waste Fund

Solid Waste Operations	1,979,210
Debt Service	147,295
Contingency	55,284
Total Solid Waste Fund Appropriations	<u>2,181,789</u>

Schedule H. Cemetery Fund

Operational Expenses	396,511
Contingency	0
Total Cemetery Fund Appropriations	<u>396,511</u>

Schedule I. Library Trust Fund

Administration Charges to General Fund for Library Operations	<u>3,350</u>
Total Library Trust Fund Appropriations	3,350

Schedule J. Cemetery Trust Fund

Administration Charges to Cemetery Fund for Operations	<u>15,990</u>
Total Cemetery Trust Fund Appropriations	15,990

Schedule K. Water Capital Reserve Fund

Reserved for Future Capital Projects	<u>13,040</u>
Total Water Capital Reserve Fund Appropriations	13,040

Schedule L. Sewer Capital Reserve Fund

Reserved for Future Capital Projects	<u>4,200</u>
Total Sewer Capital Reserve Fund Appropriations	4,200

Schedule M. Internal Service Fund

Worker's Compensation Claim Payments	<u>204,254</u>
Total Internal Service Fund Appropriations	204,254

Schedule N. Library Expansion Project

Library Expansion Project	<u>108,000</u>
Total Library Expansion Project Appropriations	108,000

Schedule O. General Fund Grant Funds

General Fund Grant Funds	<u>206,780</u>
Total General Fund Grant Funds Appropriations	206,780

Schedule P. General Fund Project Fund

History Museum Renovations	<u>241,000</u>
Total General Fund Project Fund	241,000

Schedule Q. Water Capital Project Fund

Water Capital Project Fund	<u>1,330,120</u>
Total Water Capital Project Fund Appropriations	1,330,120

Schedule R. Water Grant Fund

Water Grant Fund	<u>1,095,073</u>
Total Water Grant Fund Appropriations	1,095,073

Schedule S. Sewer Capital Project Fund

Sewer Capital Project Fund	<u>1,000,000</u>
Total Sewer Capital Project Fund Appropriations	1,000,000

Schedule T. Sewer Grant Fund

Sewer Grant Fund	<u>4,168,824</u>
Total Sewer Grant Fund Appropriations	4,168,824

Schedule U. Stormwater Project Fund

Stormwater Project Fund	<u>3,424,840</u>
Total Stormwater Project Fund Appropriations	3,424,840

Schedule V. Medical District Drainage

Medical District Drainage Fund	<u>7,479,176</u>
Total Medical District Drainage Fund Appropriations	7,479,176

Schedule W. Stormwater Grant Fund

Stormwater Grant Fund	<u>1,716,980</u>
Total Stormwater Grant Fund Appropriations	1,716,980

Schedule X. DOT Hwy 17 Relocation Fund

DOT Hwy 17 Relocation Fund	2,881,805
Total DOT Hwy 17 Relocation Fund Appropriations	<u>2,881,805</u>

Schedule Y. Electric Grant Fund

Electric Grant Fund	10,000
Total Electric Grant Fund Appropriations	<u>10,000</u>

Schedule Z. Airport Grant Fund

Airport Grant Fund	39,069,261
Total Airport Grant Fund Appropriations	<u>39,069,261</u>

Schedule A1. CDBG Program Income Fund

CDBG Program Income Fund	1,880
CDBG Program Income Fund Appropriations	<u>1,880</u>

Total Appropriations for all Funds	\$143,808,594
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Section 2. It is estimated that the following revenue will be available during the year beginning July 1, 2026, and ending June 30, 2027 to meet the foregoing appropriations:

Schedule A. General Fund

Ad Valorem Taxes	7,202,251
Other Taxes & Licenses	5,162,998
Unrestricted Intergovernmental Revenue	2,325,178
Restricted Intergovernmental Revenue	494,147
Permits & Fees	152,500
Sales and Services	2,090,256
Investment Earnings	200,000
Miscellaneous	28,100
Capital Contributions and Transfers	1,984,811
Administrative Charges	4,989,353
Other operating revenues	15,000
Non-Operating	6,000

Long Term Debt Issued	0
Fund Balance Appropriated	219,846
Total General Fund Revenues	<u>24,870,440</u>

#### Schedule B. Water Fund

Water Charges	112,000
Sales and Services	4,617,132
Interest Earnings	210,000
Miscellaneous	1,500
Installment Note Proceeds	0
Rents	40,400
Transfer from Capital Project Fund	0
Fund Balance Appropriated	602,300
Total Water Fund Revenues	<u>5,583,332</u>

#### Schedule C. Sewer Fund

Wastewater Charges	60,000
Sales and Services	4,569,956
Interest Earnings	78,600
Assessments	0
Miscellaneous	5,200
Fund Balance Appropriated	265,000
Total Sewer Fund Revenues	<u>4,978,756</u>

#### Schedule D. Storm Water Management Fund

Interest Earnings	70,000
Storm Water Charges	1,941,711
Interest Rebates (RZEDB)	0
Other Fees	3,200
Admin Charges from Airport	4,000
Fund Balance Appropriated	255,461
Total Storm Water Management Fund Revenues	<u>2,274,372</u>

Schedule E. Electric Fund

Electric Charges	37,576,375
Sales and Services	669,931
Interest Earnings	555,000
Miscellaneous	145,607
Fund Balance Appropriated	0
Administration Charges from Other Funds:	
Water	312,693
Sewer	91,372
Total Electric Fund Revenues	<u>39,350,978</u>

Schedule F. Airport Fund

Rentals	245,590
Sales & Services	830,000
Interest Earnings	12,995
Miscellaneous	1,500
Grants	600
Transfer from General Fund:	107,158
Fund Balance Appropriated	0
Total Airport Fund Revenues	<u>1,197,843</u>

Schedule G. Solid Waste Fund

Interest Earnings	35,000
Solid Waste Tax	7,000
Miscellaneous	18,700
Fees	2,121,089
Fund Balance Appropriated	0
Total Solid Waste Fund Revenues	<u>2,181,789</u>

Schedule H. Cemetery Fund

Interest Earnings	15,999
Sales & Services	189,000
Adm. Charges from Cemetery Trust	15,990
Transfer from Electric Fund	175,522
Fund Balance Appropriated	0
Total Cemetery Fund Revenues	<u>396,511</u>

Schedule I. Library Trust Fund

Interest Earnings	<u>3,350</u>
Total Library Trust Fund Revenues	3,350

Schedule J. Cemetery Trust Fund

Interest Earnings	<u>15,990</u>
Total Cemetery Trust Fund Revenues	15,990

Schedule K. Water Capital Reserve Fund

Interest Earnings	<u>13,040</u>
Total Water Capital Reserve Fund	13,040

Schedule L. Sewer Capital Reserve Fund

Interest Earnings	<u>4,200</u>
Total Sewer Capital Reserve Fund	4,200

Schedule M. Internal Service Fund

Worker's Compensation Fund	<u>204,254</u>
Total Internal Service Fund Revenues	204,254

Schedule N. Library Expansion Project

Transfer from General Fund	<u>108,000</u>
Total Library Expansion Project Revenues	108,000

Schedule O: General Fund Grant Fund

General Fund Grant Fund	<u>206,780</u>
Total General Fund Grant Fund Appropriations	206,780

Schedule P. General Fund Project Fund

History Museum Renovations	<u>241,000</u>
Total General Fund Project Fund	241,000

Schedule Q. Water Capital Project Fund

Water Capital Project Fund	<u>1,330,120</u>
Total Water Capital Project Fund Revenues	1,330,120

Schedule R. Water Grant Fund

Water Grant Fund	<u>1,095,073</u>
Total Water Grant Fund Revenues	1,095,073

Schedule S. Sewer Capital Project Fund

Sewer Capital Project Fund	<u>1,000,000</u>
Total Sewer Capital Project Fund Revenues	1,000,000

Schedule T. Sewer Grant Fund

Sewer Grant Fund	<u>4,168,824</u>
Total Sewer Grant Fund Revenues	4,168,824

Schedule U. Stormwater Project Fund

Stormwater Project Fund	<u>3,424,840</u>
Total Stormwater Project Fund Revenues	3,424,840

Schedule V. Medical District Drainage Fund

Medical District Drainage Fund	<u>7,479,176</u>
Total Medical District Drainage Fund Revenues	7,479,176

Schedule W. Stormwater Grant Fund

Stormwater Grant Fund	<u>1,716,980</u>
Total Medical District Drainage Fund Revenues	1,716,980

Schedule X. DOT Hwy 17 Relocation Fund

DOT Hwy 17 Relocation Fund	<u>2,881,805</u>
Total DOT Hwy 17 Relocation Fund Revenues	2,881,805

Schedule Y. Electric Grant Fund

Electric Grant Fund	<u>10,000</u>
Total Electric Grant Fund	10,000

Schedule Z. Airport Grant Fund

Airport Grant Fund	<u>39,069,261</u>
Total Airport Grant Fund	39,069,261

Schedule A1. CDBG Program Income Fund

CDBG Program Income Fund	<u>1,880</u>
Total CDBG Program Income Fund Revenues	1,880

Total Estimated Revenues for all Funds \$143,808,594

**Section 3.** There is hereby levied the following rate of tax on each one hundred dollars (\$100.00) valuation of estimated taxable property listed for taxes as of January 1, 2026, for the purpose of raising the revenues from property taxes, as set forth in the foregoing estimates, and in order to finance the foregoing appropriations:

General Fund  
Total Rate per \$100 of  
Valuation of Taxable Property      \$.465

Such rate of tax is based on an estimated total assessed valuation of property tax for the purpose of taxation of \$1,596,774,409 with an estimated rate of collections of ninety-seven percent (97.00%). A general reappraisal of real property was undertaken in 2025 resulting in a revenue neutral tax rate of \$.3775. The rate adopted was \$.485.

**Section 4.** Some estimates of revenue other than the property tax exceed the amount actually realized in cash from each source in the preceding fiscal year, but the facts warrant the expectations that in each case the estimated amount will actually be realized in cash during the budget year.

**Section 5.** Appropriations are authorized by department totals. The Finance Officer is authorized to reallocate departmental appropriations among various line item objects of expenditures and revenues as necessary during the budget year. The City Manager is authorized to reallocate appropriations among the various departmental totals of expenditures within the General Fund, Water Fund, Sewer Fund, Electric Fund, Storm Water Management Fund, Airport Fund, Solid Waste Fund, and Cemetery Fund as allowed by North Carolina General Statute 159-15. Any such transfers between departments shall be reported to the City Council at its next regular meeting following the transfer and shall be entered into the official minutes of the City of Washington.

**Section 6.** Copies of this ordinance shall be filed with the Finance Director of the City of Washington, to be kept on file by them for their direction in the disbursement of City funds.

**Section 7.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 8.** This ordinance shall become effective July 1, 2026.

Adopted this the 8th day of June, 2026.

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MAYOR

ATTEST:

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CITY CLERK