City of Washington
NORTH CAROLINA

Council Agenda
November 9, 2026 ~ 5:30pm

Moment of Silence/Invocation

Opening of Meeting

Pledge of Allegiance

Roll Call

RECOGNITION OF VETERANS

Approval of Minutes: September 14 (two sets), October 1, 2026 **(page 4)**

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. Adopt – Budget Ordinance Amendment and Authorize George H. and Laura E. Brown Library to appropriate donations for the purchase and installation of STAS picture hanging system for Washington's Museum of the Pamlico **(page 66)**

B. Adopt – Fiscal Year 2027/2028 Budget Preparation and Adoption Schedule **(page 68)**

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:
A. Certificate of Convenience and Necessity for Melvin Collins – Collins Cab Service **(page 70)**

V. Scheduled Public Appearances: None

City of Washington
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November 9, 2026 ~ 5:30pm

VI. Correspondence and Special Reports:
- A. Memo – PO's > $50,000 **(page 73)**
- B. Memo – Budget Transfers **(page 74)**
- C. Quarterly Updates **(page 76)**

VII. Reports from Boards, Commissions and Committees:

VIII. Appointments:
- A. Appointment – Washington-Warren Airport Advisory Board *{Councilmember Perreault - liaison}* **(page 84)**

IX. Old Business:
- A. Discussion – Blighted Properties/Code Enforcement *{Councilmember Tyre}*

X. New Business:
- A. Adopt – Stormwater Asset Management Plan **(page 89)**
- B. Adopt – Grant Project Ordinance Amendment for FY 2026 Airport Infrastructure Grant (AIG) Funds **(page 94)**
- C. Approve – Temporary Part-time Historic Preservation Planner Consulting Agreement with Morgan Potts **(page 99)**
- D. Adopt – Budget Ordinance Amendment to appropriate revenue and expenses related to the Local Law Enforcement bonus from NC SBI **(page 103)**
- E. Adopt – Resolution and Approve lease for Partnership for the Sounds, Inc. **(page 105)**
- F. Request – City Attorney Produce Executed Contract Amendment Authorizing Rate and Cap Increases *{Councilmember Davis}* ***(page 125)***
- G. Request – City Attorney Explain the Alteration of Invoice #19959 and Creation of Revised Invoice #20280 *{Councilmember Davis}* ***(page 125)***
- H. Request – City Attorney Confirm Total Cost to Taxpayers for "Discipline of Council Members" Research and Ongoing Updates *{Councilmember Davis}* ***(page 125)***
- I. Request – City Attorney Explain Billing a Council Member's Oversight Request Under a Litigation Matter *{Councilmember Davis}* ***(page 125)***
- J. Request – Staff Update on ETJ Relinquishment Plan and Transition to Beaufort County *{Councilmember Davis}* ***(page 126)***

K. Adopt — Resolution to Ban LGBTQ+ Propaganda for Children in Our City Library — Farmville's Mayor is Pushing Wicked Ideologies — Establishing a Library Programming Standards Policy for the George H. and Laura E. Brown Library to Protect Children from Age-Inappropriate Sexual Content *{Councilmember Davis}* ***(page 126)***

L. Request – Detailed Accounting of $1.7 Million Ad Valorem Tax Revenue Increase — FY 2024/2025 to FY 2025/2026 *{Councilmember Davis}* ***(page 127)***

M. Adopt — Resolution Honoring Reformation Day and the Protestant Heritage of Washington, North Carolina *{Councilmember Davis}* ***(page 128)***

N. Request – City Attorney Explain His Refusal to Comply with Public Records Requests Without a Council Majority Vote and Determine Whether Laws Were Broken "I implore you to review the email thread below and request that your fellow Councilmember, Joe Davis, withdraw his request and/or direct us not to respond... I do not intend to begin to respond until directed to do so." *{Councilmember Davis}* ***(page 129)***

XI. Any other items from City Manager:

XII. Any other business from the Mayor or other Members of Council:

XIII. Closed Session: 143-318.11 (A)(3) Attorney/Client Privilege

XIV. Adjourn:

The Washington City Council met in a special meeting on Monday, September 14, 2026, at 4:00pm in the City Council Chambers. Present: Ellen Brabo, Mayor; Max Perreault, Councilmember; Antwan Horton, Councilmember; Anthony Tyre, Councilmember and Joe Davis, Councilmember. Tammy Swindell, Acting City Manager; Cynthia Sullivan Bennett, City Clerk and Franz Holscher, City Attorney were also present.

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

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

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council returned to open session.

By motion of Councilmember Perreault, seconded by Councilmember Tyre, Council moved to extend an offer to candidate "A" to fill the City Manager position and authorized the Acting City Manager and Human Resources Director to proceed accordingly. All voted in favor.

ADJOURN:

By motion of Councilmember Horton, seconded by Councilmember Davis, Council adjourned the meeting until September 14, 2026 at 5:30pm in the City Council Chambers at the Municipal Building.

(Subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

The Washington City Council met in a regular meeting on Monday, September 14, 2026, at 5:30pm in the Council Chambers at the Municipal Building. Present: Ellen Brabo, Mayor; Anthony Tyre, Councilmember; Max Perreault, Councilmember; Antwan Horton, Councilmember and Joe Davis, Councilmember. Also present, Tammy Swindell, Acting City Manager; Franz Holscher, City Attorney and Cynthia Sullivan Bennett, City Clerk. The Mayor Pro tem seat is vacant.

Pastor Darren delivered the invocation.

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

APPROVAL OF MINUTES:
JULY 13 & 23; AUGUST 3, 10, 26, 27; SEPTEMBER 8 & 9, 2026

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council approved the minutes of July 13 & 23; August 3, 10, 26, 27; September 8 & 9, 2026 as presented.

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

APPROVAL/AMENDMENTS TO AGENDA

A motion was made by Councilmember Tyre, seconded by Councilmember Horton to remove Consent Agenda Item A: *Approve – Updates to Personnel Policy Article VI. Holidays and Leave - Section 1.* Motion carried.

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

A motion was made by Councilmember Tyre, seconded by Councilmember Davis, to remove New Business Item N: *Discussion – Blighted Properties/Code Enforcement {Councilmember Tyre}.* Motion carried 3-1 with Councilmember Perreault opposing. Councilmember Tyre stated one of the subject matter experts was not available to attend the meeting tonight but will be available next month.

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

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

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

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 while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting.)

A. Approve – Updates to Personnel Policy Article VI. Holidays and Leave - Section 1. Holidays *(Item removed)*

B. Adopt – Resolution Authorizing Mayor to Approve the Application for Financial Assistance for a Sewer Master Plan/User Charge Study

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The City of Washington has need for and intends to construct, plan for, or conduct a study in a project described as Sewer Master Plan / User Charge Study, and

WHEREAS, The City of Washington intends to request State loan and/or grant assistance for the project,

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

That the City of Washington, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan/ grant agreement a provision authorizing the State Treasurer, upon failure of the City of Washington to make a scheduled repayment of the loan, to withhold from the City of Washington any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Tammy Swindell, Acting City Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, 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 **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of September, 2026 at City of Washington, North Carolina.

Ellen Brabo

(Signature of Chief Executive Officer)

Ellen C. Brabo, Mayor

(Title)

FORM FOR CERTIFICATION BY THE 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 City Council duly held on the 14th day of September, 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 14th day of September, 2026.

(Signature of Recording Officer)

Cynthia S. Bennett, City Clerk

(Title of Recording Officer)

By motion of Councilmember Perreault, seconded by Councilmember Tyre, Council adopted the Consent Agenda as amended.

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

COMMENTS FROM THE PUBLIC:

Christian Stevens discussed utilities and rate increases.

Chuck Caldwell, representing Noon Rotary, discussed the Peace Pole and its installation at West Main & Stewart Parkway. Dedication ceremony is on Saturday, October 3rd at 10am.



Gail Breed discussed city debt and the vacant Council seat.

Chris Adams discussed the proposed resolution from Councilmember Davis regarding flags in response to Charlie Kirk's assassination.

PUBLIC HEARING 6:00PM - ZONING: NONE

PUBLIC HEARING 6:00PM- OTHER: NONE

SCHEDULED PUBLIC APPEARANCES: NONE

MEMO – PO'S > $50,000

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

PO Number	Amount	Vendor	Description
070442	$181,475.00	MILLER SUPPLY CO., INC.	HONEYWELL Q4 ENCODERS W/ SENSUS PROTOCOL
070470	$50,000.00	PITT COUNTRY MART	GENERATOR FUEL
070475	$95,000.00	CITY WORKS EQUIPMENT & SUPPLY	RAUSCH MOBILE PRO TRAILER MOUNTED CAMERA SYSTEM
070435	$55,267.83	STRYKER SALES CORPORATION	LIFEPAK 35 AND PRE. MAINT CONT.

MEMO – BUDGET TRANSFERS

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

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

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Water Director	030-7220-0300	None	Salaries – part time	4000.00
TO:	Water Miscellaneous	030-6610-0207	None	Salary Adjustments	4000.00

For the purpose of: to reallocate money to fully fund job maturity and merit estimates

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Water Treatment	030-8100-1603	None	R&M Monitoring Equipment	4000.00
TO:	Water Miscellaneous	030-6610-0207	None	Salary Adjustments	4000.00

For the purpose of: to reallocate money to fully fund job maturity and merit estimates

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Sewer Maintenance	032-8210-4501	None	Contract Services – Sewer Rehab	4000.00
TO:	Sewer Miscellaneous	032-6611-0207	None	Salary Adjustments	4000.00

For the purpose of: to reallocate money to fully fund job maturity and merit estimates

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Sewer Director	032-7221-0300	None	Salaries – part time	4000.00
TO:	Sewer Miscellaneous	032-6611-0207	None	Salary Adjustments	4000.00

For the purpose of: to reallocate money to fully fund job maturity and merit estimates

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Miscellaneous	010-4400-5701	None	Miscellaneous	35000.00
TO:	Equipment Services	010-4250-0400	None	Professional Services	35000.00

For the purpose of: Transfer funds to garage department to balance year end

	Department	Account Number	Project Account	Account Name	Amount
FROM:	City Council	010-4110-1200	None	Printing & Publishing	367.00
	Mayor	010-4111-5300		Dues & Subscriptions	119.00
	City Manager	010-4120-1200		Printing & Publishing	1000.00
	City Manager	010-4120-1400		Employee Development	860.00
	City Manager	010-4120-1100		Telephone	1000.00
	HR	010-4125-4503		Contr Svc – Benefit Con	2180.00
	Finance	010-4130-0201		Salaries - Overtime	1000.00
		010-4130-0400		Professional Services	2000.00
		010-4130-1400		Employee Development	1171.00
	Warehouse	010-4131-1400		Employee Development	1400.00
	Billing	010-4134-0200		Salaries	660.00
	Customer Serv	010-4135-0200		Salaries	2742.00
	Eq Svcs	010-4250-1700		Vehicle Maintenance	391.00
	Municipal Bldg	010-4260-1300		Water & Electric	752.00
	Police	010-4310-0200		Salaries	17562.00
	E911	010-4311-0200		Salaries	2430.00
	Fire	010-4340-7400		Capital Outlay	3790.00
	EMS	010-4341-0201		Salaries - Overtime	19117.00
	Inspections	010-4350-0300		Salaries – Part time	1342.00
	Streets	010-4510-1705		Vehicle Fuel	2281.00
	Powell Bill	010-4511-0400		Professional Services	941.00
	PW Director	010-4700-0400		Professional Services	644.00
	Planning	010-4910-5300		Dues & Subscriptions	1879.00
	Library	010-6110-4500		Contract Services	2913.00
	Rec Admin	010-6120-0400		Professional Services	500.00
		010-6120-1400		Employee Development	1000.00
		010-6120-5602		Materials-Comm Outre	412.00
	Rec Events	010-6122-1100		Telephone	100.00
		010-6122-1300		Water & Elec	300.00
		010-6122-3301		Janitorial Supplies	100.00
		010-6122-3404		Program Expenses	242.00
	Senior Center	010-6123-1100		Telephone	500.00
		010-6123-1300		Water & Elec	500.00
		010-6123-1400		Employee Development	16.00
	Docks	010-6124-1501		M&R Grounds	535.00
	Civic Center	010-6125-1500		M&R Building	350.00
		010-6125-1600		M&R Equipment	428.00
	Aquatics	010-6126-1100		Telephone	500.00
		010-6126-1201		Marketing & Promotion	500.00
		010-6126-1300		Water & Electric	500.00
		010-6126-1500		M&R Building	196.00
	Bldgs Grounds	010-6130-0300		Salaries – Part time	2700.00
TO:	Miscellaneous	010-4400-0207	None	Salary Adjustments	77920.00

For the purpose of: to reallocate money to fully fund job maturity and merit estimates

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Police	010-4310-0200	None	Salaries	31500.00
TO:	Civic Center	010-6125-1500 010-6125-7000 010-6125-7400	None	M&R Building Noncap purchases Capital outlay	10000.00 7000.00 14500.00

For the purpose of: recode items that no longer meet capital asset threshold

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Communications	010-4311-0200	None	Salaries	11,000.00
TO:	Equip Services	010-4250-0200	None	Salaries	11,000.00

For the purpose of: retirement date changed, cover remaining payroll for retired employee

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Electric T&D	035-8380-4501	None	Contract Services – Tree Trimming	19400.00
TO:	Electric Miscellaneous	035-6612-0207	None	Salaries Adjustment	19400.00

For the purpose of: to reallocate money to fully fund job maturity and merit estimates

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:

Councilmember Tyre discussed the procedure for boards/commissions providing updates to City Council. Boards may attend the meeting in person to provide a verbal update or submit a written report.

APPOINTMENTS – RECREATION ADVISORY, WASHINGTON-WARREN AIRPORT ADVISORY BOARD, WASHINGTON ELECTRIC UTILITIES ADVISORY BOARD, ANIMAL CONTROL APPEALS BOARD

*Recreation Advisory Committee - Appointments tabled

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council appointed Jeffery Beere to the Airport Advisory Board to fill a vacant position. Term to expire June 30, 2029. Motion carried.

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council appointed Jeff Tripp to the Airport Advisory Board to fill a vacant position. Term to expire June 30, 2029. Motion carried.

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council appointed Shannon Russell to the Airport Advisory Board to fill a vacant position. Term to expire June 30, 2028. Motion carried.

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council appointed Bruce Joyner to the Washington Electric Utilities Advisory Board to fill a vacant (inside) position. Term to expire June 30, ~~2028~~ (term should end 2029). Motion carried.

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council appointed Walter Fuldner to the Washington Electric Utilities Advisory Board to fill a vacant (inside) position. Term to expire June 30, ~~2028~~ (term should end 2029). Motion carried.

By motion of Councilmember Davis, seconded by Councilmember Horton, Council appointed Hunter Lovvorn to the Animal Control Appeals Board to fill a vacant position. Term to expire June 30, 2029. Motion carried.

OLD BUSINESS: NONE

NEW BUSINESS:

APPROVE – REQUEST TO ACCEPT EXISTING AND PROPOSED STREET WITHIN MAPLE BRANCH MOBILE HOME PARK

BACKGROUND AND FINDINGS: Tammy Swindell, Acting City Manager, reviewed the request with Council noting the homeowners/owners of Maple Branch Mobile Home Park have requested the city take over the current streets as well as the proposed streets. While the current streets within Maple Branch Mobile Home Park generally meet City standards for pavement thickness and right-of-way, they do not meet the current City standards for roadway width and curb and gutter construction. The streets are approximately 25 years old and, although currently in fair condition, are expected to require resurfacing within the next 5 to 10 years. Acceptance would transfer responsibility for future roadway maintenance and drainage, as we are not able to sweep the street without curbs and gutters and ditch maintenance, due to drainage issues that may arise. While the city would receive additional Powell Bill revenue associated with approximately .69 miles of added streets, the city would also have an estimated $4,000-$5,000 annual reduction in stormwater fees. As far as the proposed streets that have not been constructed yet, the city would need to decide if those streets would be required to be constructed to city standards for the city to take them and make them public streets. Standards the city set for street width is 24 ft and their streets are 20 ft in width. The width is to ensure safety as emergency vehicles need adequate room as well as with traffic increases the road needs to be wider for 2-way traffic flow. It needs to accommodate stormwater runoff. The streets within Maple Branch Mobile Home Park were developed as all private streets. The developer and homeowners are requesting the City accept the streets as city streets and assume maintenance. The Public Works Department has reviewed this request and has inspected the streets. Attached are the comments from H2OS Consulting, LLC regarding their findings of the existing condition of the streets.

Glen Moore, Planning Administrator stated the City does not currently maintain any streets in any mobile home park. Adam Waters, (h2os Consulting, LLC) provided an update to Council regarding the existing streets in the mobile home park.

Maple Branch Subdivision Asphalt Inspection

Date of Inspection: September 2, 2026
Location: Maple Branch Subdivision, City of Washington, North Carolina
Prepared By: H2OS Consulting, LLC

1. Purpose and Scope

On September 2, 2026, representatives of H2OS Consulting, LLC, at the request of City staff, met with Mr. Hood Richardson, the owner's representative, and representatives of Terracon, the testing agency, to evaluate the existing pavement structure within the Maple Branch Subdivision.

Three pavement core locations were selected for evaluation:

1. Maple Branch Avenue
2. Clayton Street
3. Bellcrest Street

The evaluation included measurement of existing asphalt and aggregate base thicknesses, review of pavement width and right-of-way information, and a visual assessment of the overall pavement condition.

2. Asphalt and Base Thickness

Three pavement cores were obtained to determine the existing asphalt and aggregate base thicknesses. The results were as follows:

Location	Asphalt Thickness	Stone/Base Thickness
Maple Branch Avenue	1 7/8 inches	6 inches
Clayton Street	1 3/8 inches	7 inches
Bellcrest Street	1 7/8 inches	9 inches

Based on the measured pavement and aggregate base thicknesses, the existing pavement structure meets the **Paving Schedule Index for a Residential Street with "Marginal Access,"** as identified in the City of Washington Manual of Standard Designs and Details.

3. Asphalt Width and Right-of-Way

The existing paved roadway width measured approximately **20 feet** at the time of the inspection.

According to the subdivision maps for Maple Branch Subdivision, Blocks A and B, the existing right-of-way for the streets within the subdivision is **60 feet.**

The City of Washington Manual of Standard Designs and Details identifies the following requirements for a residential street classified as having "Marginal Access":

- **24 feet** of pavement width;
- **2-foot curb and gutter** on each side; and
- A minimum **50-foot right-of-way.**

Therefore, the existing **60-foot right-of-way exceeds the minimum right-of-way requirement** identified in the City's design standards. However, the existing pavement width of approximately 20 feet is narrower than the 24-foot pavement width identified in the applicable standard.

4. Asphalt Pavement Condition

The existing asphalt pavement is approximately **25 years old.** Overall, the pavement is considered to be in **fair condition.**

Some cracking was observed throughout the inspected areas. Given the age of the pavement, the observed cracking is considered reasonable and generally consistent with normal aging and long-term service of an asphalt pavement.

Two areas located within curves were observed to have been previously repaired using concrete. These repairs appear to have been performed in response to localized pavement issues.

Based on the observed condition, the existing asphalt pavement will likely require resurfacing within approximately **five to ten years**, depending on future traffic volume, vehicle type, drainage conditions, maintenance activities, and continued pavement deterioration.

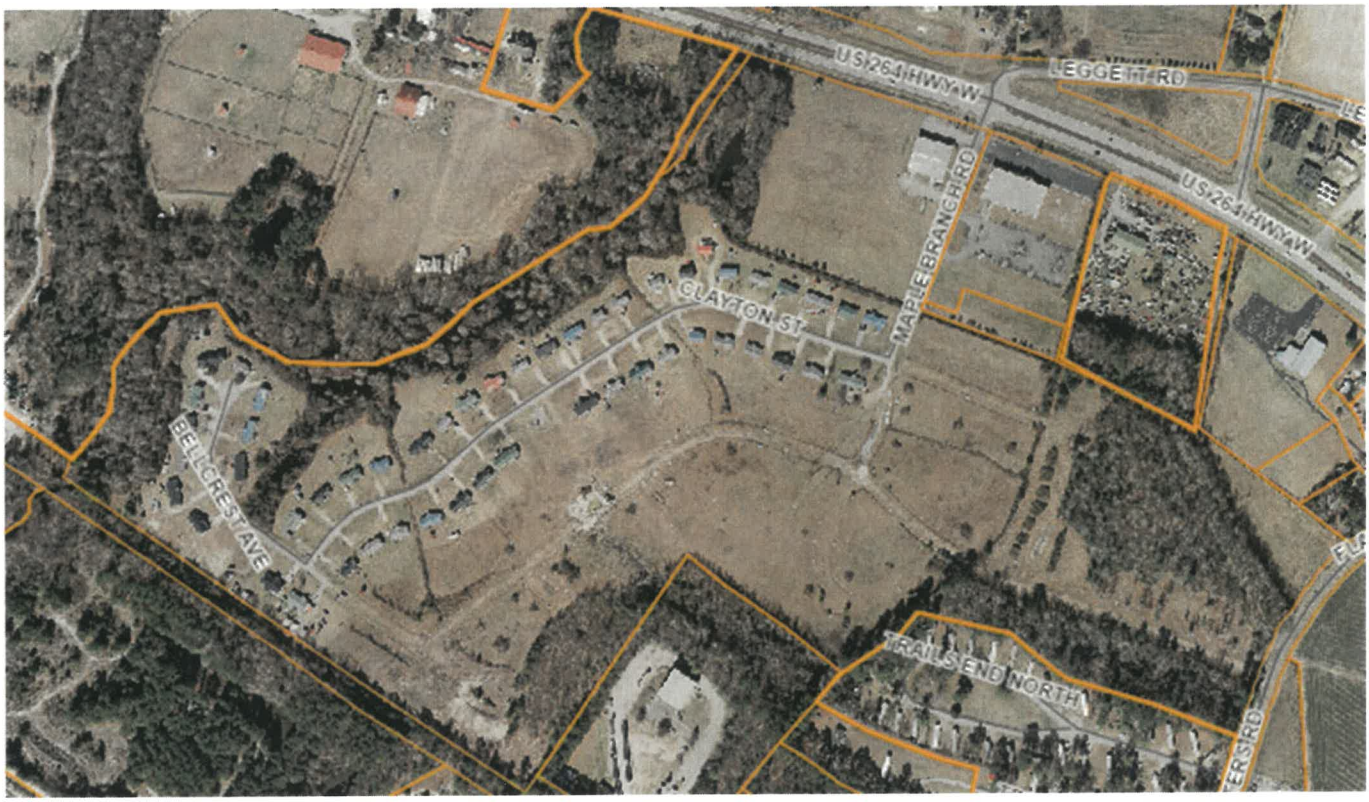
5. Conclusions

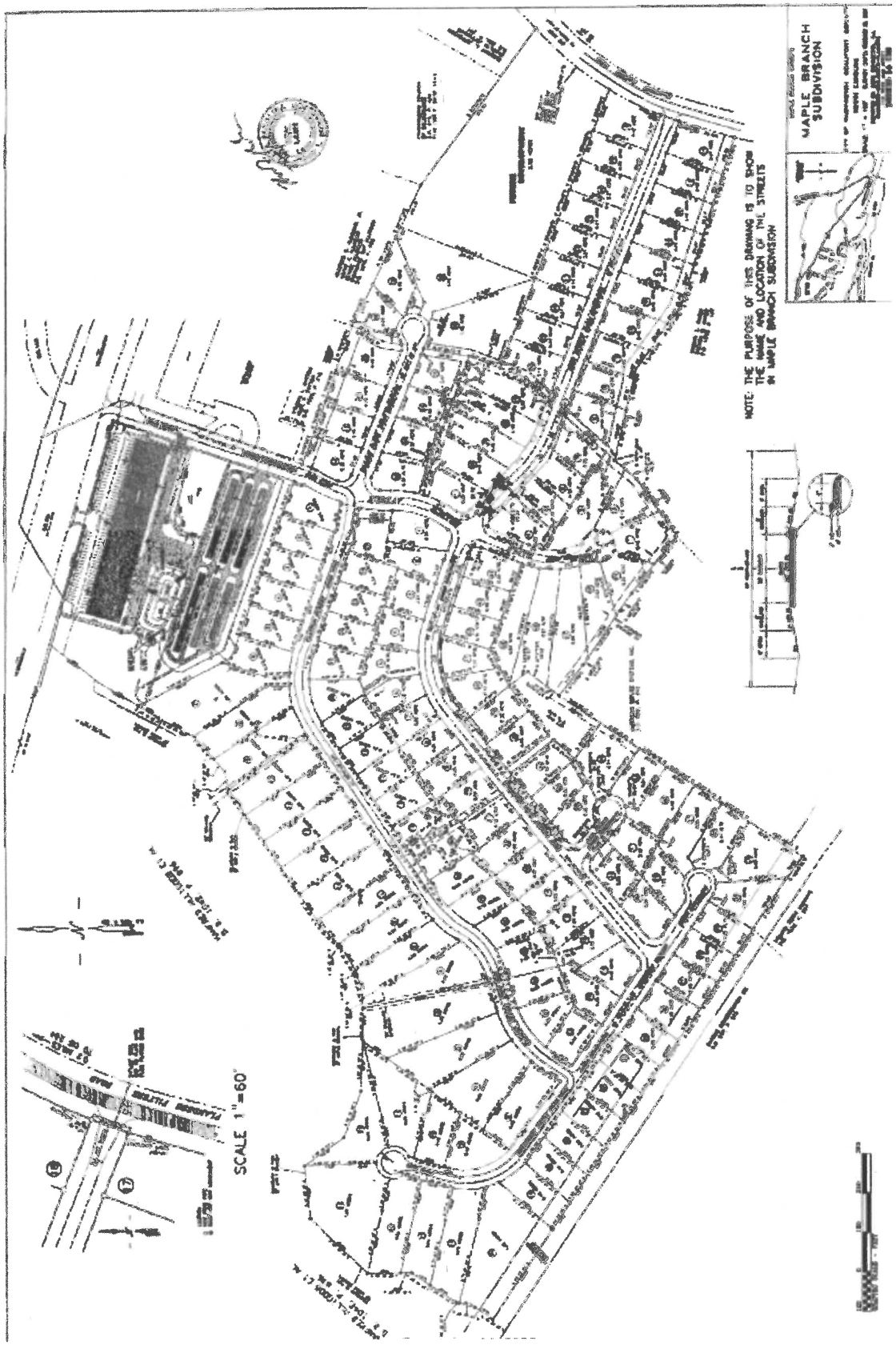
Based on the September 2, 2026 field inspection and the three pavement cores obtained, the following conclusions are offered:

1. The existing asphalt thicknesses measured at the three core locations ranged from **1 3/8 inches to 1 7/8 inches.**
2. Existing aggregate base thicknesses ranged from **6 inches to 9 inches.**
3. The measured asphalt and base thicknesses meet the applicable **Paving Schedule Index for a Residential Street with "Marginal Access"** identified in the City of Washington Manual of Standard Designs and Details.
4. The existing subdivision right-of-way is approximately **60 feet,** which exceeds the **50-foot minimum** identified in the City's standard.

5. The existing paved roadway width is approximately 20 feet, which is less than the 24-foot pavement width identified in the City's standard for a residential street with "Marginal Access."
6. The existing asphalt pavement is approximately 25 years old and is currently considered to be in fair condition, with cracking and two localized concrete repair areas observed.
7. Based on the current pavement condition, resurfacing may reasonably be anticipated within approximately five to ten years, subject to traffic, drainage, maintenance, and continued deterioration.

Overall, the existing pavement section and aggregate base thicknesses are consistent with the applicable residential "Marginal Access" paving requirements. The primary deviation identified during the field inspection is the existing pavement width, which measures approximately 20 feet compared with the 24-foot width identified in the current City standard.




MAPLE BRANCH SUBDIVISION
SCALE 1"=60'

Glen Moore stated we have a request from the owner of Maple Branch Mobile Home Park to accept the streets within the park. Mr. Moore reviewed the above maps, noting the boundary of the mobile home park. The orange streets are existing and the blue streets are what is being proposed. Now, their request is that we adopt or accept maintenance for all of them, even after they install the new streets at their expense. Mr. Moore explained that this MHP shows only one large parcel as opposed to a standard subdivision having multiple parcels. The MHP was approved back when it was in the county's jurisdiction in 2000, and shortly after that it was annexed into the city. This property has been referred to as a subdivision. It is not a subdivision, it is a mobile home park. We have different requirements for subdivisions and none of these lots will be platted. The streets were not constructed to the city standards and we're not sure if they intend to install the new streets per the city standards or per the standards that they did on the first section.

Adam Waters with H2OS Consulting stated the city had requested his assistance in developing an evaluation of the street condition. On September 2nd, he met Mr. Hood Richardson, who is the owner's representative along with Terracon, who was the company that did the sample to determine the depth of the thickness of the asphalt, along with the depth of the subgrade, the stone underneath the asphalt. The conclusion on those three cores that were performed that day, concluded that all three cores met the thickness as described in the city's Manual of Designs and Standards. The street was a 20 foot wide street and they did not have curb and gutter on the streets.

Councilmember Perreault inquired to the cost of repaving and Mr. Waters stated approximately $62,000 and that is only for asphalt and does not include any milling or anything else.

Councilmember Tyre asked for and received clarification on the differences between a mobile home park and a subdivision. Mr. Moore reviewed specifics of our current mobile home park ordinance and noted the city does not maintain any streets in any of the other mobile home parks in Washington, those streets are all private. The developer wants to install the new roads at his expense and wants the city to take over the existing roads as well as the new roads (that are yet to be installed). Councilmember Davis asked if staff had a recommendation on accepting the streets. Mr. Moore noted some members of the Technical Review Committee (Public Works and Planning) reviewed the plan and feel this would set a precedent for the city.

Hood Richardson stated there is a lot of disagreement here. He said the subdivision was approved by the city. The subdivision was originally approved by Beaufort County around 2000. It was then presented to the city in order to get water and sewer. The city agreed that they would take it over according to the plans that had already been approved by the county. The streets without curb and gutter are 20ft wide. The city receives revenue from the homes that are there now, approximately $40,000 a year. There are no documents that will say that this was ever submitted to the city for approval as a mobile home park. Mr. Richardson stated that former Public Works Director (Russell Waters) inspected and accepted the roads when they were installed. We do not have any paperwork showing that but we do have Mr. Waters testimony. Mr. Holscher stated that the current Public Works Director is Hope Woolard. He has spoken with previous Public Works Directors (Frankie Buck, Adam Waters and Allen Lewis) and the roads were not inspected by the City of Washington. He noted Frankie Buck would have been the one to inspect the roads when Russell Waters was the Public Works Director.

Councilmember Davis asked for and received the parcel number for the property in question 5667-17-3295.

Mr. Moore stated he has a copy of the plan showing when Beaufort County Board of Commissioners approved the mobile home park plan on May 2, 2000. Councilmember Horton asked if the language was approved as a mobile home park over twenty-five years ago, if it was incorrect why hasn't it been corrected.

A motion was made by Councilmember Tyre and seconded by Councilmember Perreault to deny the request to accept the existing and proposed streets within Maple Branch Mobile Home Park as shown on the attached survey. Discussion: Councilmember Davis would like to table the request to get additional information, but he is okay with whatever Council chooses to do.
Motion carried 3-1 with Councilmember Davis opposing.

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

APPROVE – BILL OF SALE AND ASSIGNMENT OF LPA AGREEMENT
BACKGROUND AND FINDINGS: The city is transferring the LPA to Jerry Castelloe Jr. effective October 31, 2026. The State, the city, and Mr. Castelloe Jr. have all agreed to this arrangement. City Council approved this action with the FY 26/27 budget. The new owner will move in immediately the first week of November and there will only be a one-or two-day closure.

By motion of Councilmember Perreault, seconded by Councilmember Tyre, Council approved the Bill of Sale and Assignment of the License Plate Agency Agreement with Jerry Castelloe, Jr. Motion carried.

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

NORTH CAROLINA
BEAUFORT COUNTY

BILL OF SALE AND CONDITIONAL ASSIGNMENT OF LICENSE PLATE AGENCY CONTRACT

THIS BILL OF SALE AND CONDITIONAL ASSIGNMENT OF LICENSE PLATE AGENCY CONTRACT ("Agreement") is made as of 9/15/2026, by and between the CITY OF WASHINGTON, North Carolina ("Seller"), and JERRY CASTELLOE, JR. ("Buyer").

WITNESSETH

Seller, in return for valuable consideration received by it from Buyer, the receipt and legal sufficiency of which consideration is acknowledged by the parties, has conditionally bargained, sold, and assigned and does, by this instrument, conditionally bargain, sell, convey, and assign to Buyer, its successors and assigns, the property and Contract described below subject to the conditions contained herein.

1) Description of Contract Being Sold and Assigned.
Seller is selling and assigning the North Carolina License Plate Agency Contract ("Contract") by and between the North Carolina Division of Motor Vehicles and the City of Washington attached hereto as Exhibit A and incorporated herein by reference for the agency located at 251 Bridge St, Washington, North Carolina 27889.

2) Sale and Assignment; Purchase Price.
a) For the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by the parties, Seller agrees to conditionally sell, transfer, and assign to Buyer all of Seller's right, title, and interest in and to the Contract, subject to Section 3 below.
b) Buyer agrees to pay Seller One Dollar ($1.00) upon execution of this Agreement.

3) Required Consents and Conditions Precedent.
This Agreement and the assignment of the Contract are expressly conditioned upon, and will not be effective until, the receipt of all required written consents and approvals from the North Carolina Division of Motor Vehicles/Department of Transportation and any other governmental authority with jurisdiction over the matters described herein (collectively, "Required Consents").

4) Assumption of Obligations.
Effective only upon and as of the date all Required Consents are obtained (the "Effective Date"), Buyer shall assume and perform all duties and obligations of the Contract arising from and after

the Effective Date. Seller shall remain responsible for all obligations and liabilities arising under the Contract prior to the Effective Date.

5) No Warranties; As-Is.
Except for the express representations in Section 6, the Contract is assigned and sold as-is, where-is, with all faults. Seller makes no warranties, express or implied, regarding the assignability, renewal, continuation, profitability, or performance of the Contract, and does not warrant that any governmental authority will grant the Required Consents.

6) Authority and Capacity.
a) Seller represents that, subject to the Required Consents, it has taken all necessary municipal actions to authorize the execution and delivery of this Agreement by the undersigned.
b) Buyer represents that Buyer has the legal capacity to enter into this Agreement and to perform Buyer's obligations if the Required Consents are obtained.

7) Indemnification.
a) Seller will indemnify, release and hold Buyer harmless from any claims, losses, and liabilities arising out of Seller's ownership and operation under the Contract prior to the Effective Date.
b) Buyer will indemnify, release and hold Seller harmless from any claims, losses, and liabilities arising out of Buyer's ownership and operation under the Contract on or after the Effective Date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement pursuant to proper authority duly given as of the date and year first above written.

(SIGNATURES ON FOLLOWING PAGES)

(CORPORATE SEAL)

CITY OF WASHINGTON

By _____
Tammy Swindell, Acting City Manager

ATTEST:

By: _____
CYNTHIA BENNETT, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Jessica Green, a Notary Public of the State and County aforesaid, certify that CYNTHIA 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 Jon Rorie, City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 15th day of September, 2026.

Jessica Green
NOTARY PUBLIC

My Commission expires: July 24, 2027

JESSICA GREEN NOTARY PUBLIC BEAUFORT COUNTY, NC

Page 3 of 4

BUYER:

Jerry Castelloe, Jr.

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, LaToya B. Stephenson, a Notary Public of the County and State aforesaid, certify that JERRY CASTELLOE, JR., who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 14th day of August, 2026.

LaToya B Stephenson
NOTARY PUBLIC

LATOYA B STEPHENSON
Notary Public, North Carolina
Hertford County
My Commission Expires

My Commission Expires: 10-28-29

APPROVE – LPA RENTAL AGREEMENT WITH JERRY CASTELLOE, JR. AND ADOPT BUDGET ORDINANCE AMENDMENT FOR THE POLICE STATION ANNEX

BACKGROUND AND FINDINGS: The city is transferring the LPA to Jerry Castelloe Jr. effective October 31, 2026. Mr. Castelloe Jr. would like to keep the LPA at the police station annex and rent it monthly for $1,500 per month plus utilities. This creates a revenue source for the rental as well as utilities. The budget ordinance is for eight months or through June 30, 2027. Mr. Holscher explained the agreement being discussed is for the rental of the police station annex only, not for Mr. Castelloe to manage the LPA as that agreement is with the State.

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council approved the rental agreement for the police station annex to Jerry Castelloe Jr. Motion carried.

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

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:

010-3834-8600	Rents - Project LPA Rent	$	12,000
010-3991-9910	Fund Balance Appropriated		(11,200)

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

010-4310-1300	Water & Electric Services	$	800

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 14th day of September 2026.

Ellen Braxton
MAYOR

ATTEST:

CITY CLERK

WASHINGTON CORPORATION Seal NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into as of the 1st day of November, 2026, by and between the **CITY OF WASHINGTON**, a municipal corporation of the State of North Carolina (hereinafter referred to as "Lessor"), and **JERRY CASTELLOE, JR.**, (hereinafter referred to as "Lessee").

W I T N E S S E T H

WHEREAS, Lessor owns the building known to the parties as the Police Station Annex located at 251 Bridge Street, Washington, North Carolina (hereinafter referred to as "Annex");

WHEREAS, Lessee desires to utilize two outside entry doors along with interior office space, bathroom, and break room comprised of approximately 858 square feet of the Annex (hereinafter referred to as the "Premises") to operate a license plate agency (hereinafter referred to as "LPA") pursuant to Lessee's contract approved by and with the State of North Carolina Department of Transportation Division of Motor Vehicles;

WHEREAS, Lessor has found the Premises to be surplus to its current needs and desires to lease the same to Lessee; and

WHEREAS, the City Council passed a Resolution authorizing the City Manager to enter this Lease.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, the Premises. In consideration of the mutual promises as well as covenants herein contained, the benefits to Lessor as well as Lessee, the benefits to the public as well as citizens of Washington and Beaufort County generally, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** The Premises is as defined hereinabove. Lessor hereby expressly grants to Lessee the right to use said entry doors as access to the Annex at all times during the term of this Lease and the right to use, in common with the public generally, all parking and other common areas associated with the Annex.

2. **Condition of Premises.** Lessee's taking possession of the Premises, shall be conclusive evidence that Lessee has carefully inspected as well as accepted the Premises, including said entry doors AS IS and that Lessor is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Premises or entry doors.

3. **Term.** The term of this Lease shall commence as of the 1st day of November, 2026 and shall continue on a month to month basis until the 31st day of October, 2027, unless terminated earlier by either party as herein provided. This Lease may be terminated upon thirty (30) days written

notice by either party. Neither party shall have or make any claim, for damages or otherwise, upon the other should either party elect to exercise its right to early, unilateral termination hereunder.

4. **Rental.** Lessee shall pay to Lessor rent in the amount of One Thousand Five Hundred Dollars ($1,500) per month, payable in advance on or before the first day of each month, beginning on November 1, 2026 and each month thereafter, during the term of this Lease.

5. **Assignment.** Lessee shall not assign its interest in this Lease, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises (other than Lesse's customers) without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor expressly authorizes Lessee to utilize the Premises as herein described and expressly authorizes Lessee to provide such access to the Premises as is necessary to operate the LPA.

6. **Use of Premises.** Lessee shall use the Premises during the term of this Lease for the purposes specified herein and none other. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

7. **Care and Maintenance.** Lessee shall not be responsible for any maintenance to the exterior of the Premises. Lessor, in its sole discretion, shall be responsible for any maintenance to the exterior of the Premises. Lessee agrees, at Lessee's own expense and as additional consideration for this Lease, to maintain the interior of the Premises and said entry doors in an attractive manner and in compliance with any and all ordinances of the City of Washington. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent unsupervised access by the public. Lessee shall pay for the repair of any and all damages to the Premises and said entry doors caused by Lessee, its agents, members, employees, invitees, guests, customers, their respective successors and assigns, or any of them (hereinafter referred to as "Lessee's Repair Obligation"). With the exception of Lessee's Repair Obligation, the parties agree that, if any portion of the Premises (including any HVAC, electrical or plumbing units or systems) need repair or replacement during the term, neither party shall have the obligation to undertake such repairs or replacements. If either party elects to make such repairs or replacements, it will be on such terms as may be agreeable to Lessee and Lessor.

8. **Discrimination.** Lessee, in its use, improvement, or operation of the Premises, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

9. **Improvements and Alterations.** The parties recognize that Lessee has made and may need to make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall submit a written plan, including sketch, for all such improvements and alterations to, and receive advance approval thereof from, the City Manager. Lessee shall continually modify any existing improvements and alterations to the Premises as may be necessary to conform with such approval. It is expressly understood that such approval is subject to

modification, in the discretion of the City Manager, and that, if such approval is modified, Lessee shall modify its improvements and alterations as may be necessary to comply with such modified approval. Any alteration or improvement that is made by Lessee without consent from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's consent shall constitute default hereunder. All such improvements and alterations made with Lessor's consent shall be properly maintained by Lessee, in Lessor's sole discretion.

a. Except as specifically provided herein, all alterations, additions and improvements made by, for or at the direction of Lessee shall become the property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease without compensation therefor and as further consideration for this Lease. Lessee shall promptly pay and discharge any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted by Lessee hereunder and shall keep the Premises free and clear from any and all such liens or charges.

10. **City's Right Of Entry.** The City Manager or his designee shall have the right to enter and to grant licenses to others to enter the Premises for such lengths of time as Lessor shall deem reasonable a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Premises; c) after reasonable notice to Lessee, to make alterations, additions, improvements and repairs to the Premises or to the building and to store necessary materials, tools and equipment for such alterations or repairs; d) after reasonable notice to Lessee, for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises, including building; e) after reasonable notice to Lessee, for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this Lease or applicable regulation; and f) after reasonable notice to Lessee, to abate any condition which constitutes a violation of any covenant or condition of this Lease.

11. **Insurance.**

a. Lessee shall, at its expense, obtain and maintain for the duration of this Lease the following insurance coverages:

i. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a minimum of $500,000.00 for bodily injury by accident each employee and $500,000.00 for bodily injury by disease each employee, with a policy limit of $500,000.00 bodily injury by disease and

ii. Commercial General Liability Insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

The Commercial General Liability Insurance policy shall list Lessor as additional insured. Each such policy shall provide that it is not subject to cancellation or reduction in coverage

except after thirty (30) days following notice to Lessor. Lessee shall deliver to Lessor certificates of insurance for all insurance policies required hereunder. Lessee shall, within a reasonable period of time prior to the expiration of any such policy, furnish Lessor with certificates of insurance evidencing renewal thereof. Lessor may, in its sole discretion, require Lessee to expand the form and/or increase the amounts of all such insurance.

b. Throughout the term of this Lease, Lessor shall carry fire and extended coverage insurance insuring its interest in the building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to Lessor. Throughout the term of this Lease, Lessee shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises, its contents, and its interest in its furniture, equipment, supplies or other property.

c. Lessee shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and Lessee shall not use the Premises or the building in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by Lessee or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises shall be raised, Lessee shall pay Lessor on demand the amount of any such increase in premium. If Lessor demands that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within five (5) days after receipt of such demand.

12. **Waiver Of Subrogation**. Lessee releases and relieves Lessor and waives Lessee's entire rights of recovery against Lessor for loss or damage arising out of or incident to any of the perils insured against under this Lease as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Lessee might own, whether loss or damage is due to the negligence of Lessor or its agents, employees, and/or invitees. Lessee shall give notice to its insurance carriers that this waiver of subrogation is contained in this Lease and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

13. **Fire or Other Casualty**. In the event that, during the term of this Lease, the Premises or the building shall be damaged by fire or other casualty which renders the building, the Premises or any part of the building or the Premises untenantable, Lessor shall, within twenty (20) days of actual notice of such fire or casualty, have the right to either 1) serve written notice upon Lessee of Lessor's intent to repair said damage or 2) if said damage renders so much of the Premises untenantable that repair would not be feasible in Lessor's discretion, or if said damage shall have been occasioned by the act or omission of Lessee, its agents, members, employees, invitees, guests, or customers, serve written notice upon Lessee that this Lease is terminated without recourse on the part of Lessee. If Lessor shall elect to repair such damage, such repairs shall be commenced as soon as is practicable after such election and Lessor shall pursue such repairs diligently.

The preceding paragraph notwithstanding, Lessor shall have no obligation to replace or repair any property in the building or on the Premises belonging to Lessee or to anyone claiming through or under Lessee nor shall Lessor have any obligation hereunder to replace or repair any property on the Premises which Lessor shall have the right to require Lessee to remove from the Premises or any

alteration, addition or improvement made to the Premises by, for or at the direction of Lessee.

14. **Taxes and Assessments.** Lessee shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the Premises or any improvements or other property therein, it being the mutual intention of the parties that Lessor shall not be required to pay any taxes on either real or personal property by reason of permitting Lessee to use said Premises as herein described. Lessee agrees to indemnify Lessor against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

15. **Utilities.** The provision of utilities (water, sewer, and electricity) as is customary for the Premises shall be continued and Lessee shall pay or reimburse Lessor for the same. Any increase thereof shall require a separate agreement. Lessor shall provide Lessee with a monthly invoice for utilities and Lessee shall pay the same within fifteen (15) days of the date of any such invoice.

16. **Release, Waiver of Claims and Indemnity.** Lessee shall occupy the Premises at Lessee's own risk. Lessee for itself, its invitees, customers and guests and their respective parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Lease, any breach, violation, or nonperformance of any covenant in this Lease on the part of Lessee to be observed or performed, Lessee's occupancy as well as use of said Premises, including use by agents, members, employees, invitees, customers, or guests of Lessee, and Lessee's operations. This provision shall survive the termination of this Lease and shall be in full force and effect beyond the term or termination of this Lease, however terminated.

Lessor shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the Annex or by any owner or occupant of adjoining or contiguous property. Neither Lessor nor its agents shall be liable to Lessee or to any person, firm or corporation claiming through or under Lessee for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to proven acts of negligence of Lessor. Lessor shall not be liable to Lessee or to any person, firm or corporation claiming through or under Lessee for any latent defect in the Premises or in the building.

17. **Notices.** Notices provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, and addressed as follows.

TO LESSOR: Attn: City Manager
City of Washington
Post Office Box 1988
Washington, NC 27889

TO LESSEE: Attn: Jerry Castelloe, Jr.
306 Buck Branch Road
Aulander, NC 27810

Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

18. **Adherence to Regulations.** Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Premises, Lessee and Lessee's use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Such compliance shall include compliance by Lessee with the requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to Lessee's use of the Premises. Lessee shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Lessee further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee. Nothing in this Lease shall be construed to obligate Lessee to make any improvements to the Premises, said entrance, or said stairway in order for the Premises, said entrance, or said stairway to comply with any applicable state, local, or federal laws, rules or regulations.

19. **Reports.** If requested by the City Manager, Lessee shall provide a report of such matters involving the Premises as may be required by the City Manager.

20. **Relationship of Parties.** In carrying out the terms and conditions of this Lease, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employee relationship in the eyes of the law between Lessor and Lessee.

21. **Waiver.** No waiver of any condition, covenant or restriction of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Lease.

22. **Surrender of Possession, Holding Over.** Upon the expiration or any other termination of this Lease, Lessee shall quit and surrender the Premises to Lessor. Within thirty (30) days of any such expiration or any other termination of this Lease, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises and entry doors to their condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by Lessee to perform the obligations contained in this numbered paragraph 22 within said thirty (30) day period shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations and recover all of its costs and expenses in doing so from Lessee. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Lease.

23. **Default**.

a. The occurrence of one or more of the following events (hereinafter called "Events of default") shall constitute a default by Lessee.

i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessee.

ii. Lessee files a voluntary petition in bankruptcy including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within sixty (60) days after the appointment of such receiver; and

iii. Dissolution of Lessee.

b. The occurrence of one or more of the following events of default shall constitute a default by Lessor.

i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessor.

24. **Remedies Upon Default.**

a. Lessor shall have the absolute right upon default by Lessee to

i. Terminate this Lease;

ii. Enter the Premises without notice to vacate (any such right to which is hereby waived by Lessee), change any and all locks on the Premises, and re-let the Premises all without being liable for forcible entry, trespass, or other tort; and

iii. Collect from Lessee any damages resulting from Lessee's default, including the costs of repairing the Premises, and any reasonable attorney's fees incurred as a result of default.

Upon any reentry pursuant to this section, Lessor may, without liability to anyone, remove any personal property located on or about the Premises, whether belonging to Lessee or otherwise, and dispose of the personal property as Lessor deems proper or to store such property at Lessee's expense. Lessor is further authorized to sell or cause to be sold any such personal property so removed, the proceeds from which may be used to pay any storage charges against the property or to satisfy any delinquent rental or other monetary obligation due Lessor by Lessee.

b. Lessee shall have the absolute right upon default by Lessor to vacate the Premises and return all keys to Lessor.

25. **Illegal Provisions, Governing Law.** If any provision of this Lease shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of North Carolina.

26. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto with respect to Lessee's use and occupancy of said Premises and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing signed by all parties hereto.

IN WITNESS WHEREOF, after due authority given, the parties hereto have executed this Lease as of the date first above written.

PRE-AUDIT CERTIFICATE

This Lease has been pre-audited in accordance with North Carolina General Statute § 159-28 and

in the manner required by the Local Government Budget and Fiscal Control Act.

Tammy A. Swindell, Administrative Services Director
City of Washington

LESSOR:

ATTEST:

CITY OF WASHINGTON

Cynthia S. Bennett, City Clerk
City of Washington

By: Tammy Swindell, Acting City Manager
City of Washington

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Jessica Green, 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 as the act of the corporation, the foregoing instrument was signed in its name by Tammy Swindell, its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 15th day of September, 2026.

Jessica Green
NOTARY PUBLIC

My Commission Expires: July 24, 2027

JESSICA GREEN NOTARY PUBLIC BEAUFORT COUNTY, NC

LESSEE:

By: _____
Jerry Castelloe, Jr.

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, Georgia A Joyner, a Notary Public of the County and State aforesaid, certify that **JERRY CASTELLOE, JR.**, who is personally known by me or has produced satisfactory evidence of identity, and appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of Sept, 2026.

Georgia A. Joyner
NOTARY PUBLIC

My Commission expires: 11-7-29

GEORGIA JOYNER NOTARY PUBLIC BEAUFORT COUNTY, NC

2026/2027 Rental Agreement with Jerry Castelloe, Jr

10

ADOPT – BUDGET ORDINANCE AMENDMENT FOR POLICE DEPARTMENT (BODY CAMERA MAINTENANCE/STORAGE & PATROL VEHICLE), POLICE COMMUNICATIONS (MAINTENANCE CONTRACTS FOR CONSOLES)

BACKGROUND AND FINDINGS: Additional funds in the amount of $34,083.18 are needed to cover the cost of paying for officer body camera maintenance and storage. Body cameras are an integral part of providing accountability for our officers as well as people they encounter. These funds were inadvertently left out of our budget requests for F/Y 26-27. Additional funds in the amount of $10,275 are needed to cover the cost of the annual maintenance contract for our telecommunication consoles. This contract covers servicing and maintaining the consoles and is vital to keep our operations running smoothly. These funds were inadvertently left out of our budget requests for F/Y 26-27. Additional funds are needed in the amount of $28,000 to cover the cost of replacing a police patrol vehicle that was totaled in a motor vehicle crash. Current budgeted funds, an insurance settlement of $20,623 and the amount requested will cover the cost of a replacement vehicle. The purchase price of a patrol vehicle with all required upfitting is $63,714. Dodge Durango is a less expensive vehicle, as opposed to the Ford Explorer that they currently use. The total request for the additional appropriation is: $72,358.18.

Chief Flowers stated this item was mistakenly not included in the budget. There is an open invoice that needs to be paid. Discussion was held regarding vehicle replacement costs, lease vehicles and fleet providers. Ms. Swindell noted funds for this will be taken from Fund Balance.

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council approved appropriating additional funds to the Police Department and Police Communications budgets. Motion carried.

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

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:

010-3991-9910	Fund Balance Appropriated	$	72,359

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

010-4310-4500	Contract Services	$	44,359
010-4310-7400	Capital		28,000
	Total		72,359

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 14th day of September 2026.

Ellen Brabo
MAYOR

ATTEST:

CITY CLERK

WASHINGTON CORPORATION Seal NORTH CAROLINA

APPROVE – AGREEMENT WITH QUALIFIED LOCAL TELECOMMUNICATORS TO COVER FOR OPEN TELECOMMUNICATOR POSITIONS AT THE POLICE DEPARTMENT THROUGH AN EXTRA DUTY EMPLOYMENT AGREEMENT

BACKGROUND AND FINDINGS: We are currently down to two full-time Telecommunicators and our office manager covering 24/7 operations in our dispatch center. This situation will require each of the two full-time employees to work an additional 63.5 hours of overtime in addition to their normal 80 hours per pay period schedule. The Telecommunicator's responsibilities are great enough, and to add these additional hours make it unsustainable under any circumstances.

Most public safety organizations have Extra Duty Employment (EDE) agreements in place to cover situations where staff are requested for special events. There are qualified local telecommunicators that have agreed to offer this service by helping to cover our open positions until

we can get staff hired and trained. The employees will fall under the supervision of city staff while working in the police department. The EDE agreement specifies that workers will be paid $35.00 per hour to each individual Telecommunicator, and these funds will be paid out of the police department's E-911/communications salary budget and funded by money already budgeted for telecommunicators.

Councilmember Horton asked if we can hire part-time employees and Chief Flowers stated we tried this route and it would be the same timeline. This is a temporary fix and they will not be city employees.

By motion of Councilmember Tyre, seconded by Councilmember Perreault, Council approved an agreement with qualified local Telecommunicators to cover for open Telecommunicator positions at the police department through an extra duty employment agreement. Motion carried.

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

AUTHORIZE – ELECTRONIC ONLY ADVERTISEMENT FOR PUBLIC CONTRACTS

Background and Findings: N.C.G.S. 143-129(b) allows local governments to advertise public contracts by newspaper, electronic means, or both. Council may authorize electronic only advertising generally for all contracts subject to Article 8. This authorization would eliminate the need for separate Council approval each time electronic only advertisement is used, while retaining the option to advertise in a newspaper when appropriate or otherwise required. General authorization will streamline the procurement process, reduce advertising costs of approximately $200 per advertisement, and eliminate the need for separate Council approval each time electronic only advertising is used. All other applicable statutory advertising requirements will remain in effect.

Previous Legislation: January 13, 2020: By motion of Councilmember Pitt, seconded by Mayor Pro tem Sadler, Council authorized the solicitation of bids by electronic means and by print which would include a basic notification in the local newspaper for bids that require advertisement.

Councilmember Davis inquired if we could advertise other items electronically instead of printed in a newspaper. Ms. Swindell stated we will review the statutory requirements for other advertising requirements.

By motion of Councilmember Horton, seconded by Councilmember Perreault, Council authorized electronic only advertisement for contracts subject to Article 8 of Chapter 143 of the North Carolina General Statutes, as permitted by N.C.G.S. 143-129(b). Motion carried.

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

ADOPT – RESOLUTION AMENDING THE CITY'S RULES OF PROCEDURE TO REQUIRE COUNCIL APPROVAL FOR MAYORAL PROCLAMATIONS AND TO REVIEW ALL AUTOMATICALLY RENEWING PROCLAMATIONS

{COUNCILMEMBER DAVIS}

Councilmember Davis reviewed the item with Council. Councilmember Tyre asked for clarification regarding which rules of procedure would be amended by passing this resolution. Councilmember Davis stated this item would restrict the Mayor from signing proclamations without Council approval. The City Attorney stated the proposed resolution does not change the rules of procedure; this would establish a policy or possibly be the creation of an ordinance. Councilmember Davis asked if he could amend his request to make this a policy change. Mr. Holscher stated the policy/request would need to be in writing.

CITY OF WASHINGTON, NORTH CAROLINA
A RESOLUTION AMENDING THE CITY'S RULES OF PROCEDURE TO REQUIRE COUNCIL APPROVAL FOR MAYORAL PROCLAMATIONS AND TO REVIEW ALL AUTOMATICALLY RENEWING PROCLAMATIONS

WHEREAS, NCGS 160A-67 provides that "the government and general management of the city shall be vested in the council," establishing the City Council as the governing body of the City of Washington; and

WHEREAS, NCGS 160A-67 further provides that the powers and duties of the Mayor "shall be such as are conferred upon him by law, together with such other powers and duties as may be conferred upon him by the council pursuant to law"; and

WHEREAS, NCGS 160A-67 recognizes the Mayor as the official head of the city for "ceremonial purposes," but does not grant the Mayor unilateral authority to issue proclamations on behalf of the City without the consent of the governing body; and

WHEREAS, the UNC School of Government has confirmed that council delegations of authority to the mayor are "not permanently binding, either on the board that makes them or on future boards" and that "the council may expand or contract these discretionary powers as it sees fit"; and

WHEREAS, proclamations issued by the Mayor are understood by the public to represent the official position of the City of Washington and its governing body, not merely the personal views of the Mayor; and

WHEREAS, because proclamations carry the weight and authority of the City, it is appropriate and necessary that such proclamations reflect the will of the elected governing body as a whole; and

WHEREAS, the City Council finds that requiring Council approval for proclamations promotes transparency, accountability, and representative governance by ensuring that official City statements reflect the deliberative judgment of the full Council; and

WHEREAS, the City Council further finds that all automatically renewing proclamations currently in effect should be reviewed to determine whether they continue to reflect the will of the current governing body;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Council Approval Required. The City's Rules of Procedure are hereby amended to add the following provision: "No proclamation shall be issued in the name of the City of Washington or by the Mayor in the Mayor's official capacity without prior approval by a majority vote of the City Council. Any proclamation request shall be submitted to the Council for consideration at a regular or special meeting before it is publicly issued, read, or presented."

Section 2. Proclamation Requests. All requests for proclamations, whether initiated by the Mayor, a Council Member, a citizen, or an outside organization, shall be placed on the City Council agenda for review and vote. The City Clerk shall ensure that the full text of any proposed proclamation is included in the agenda packet and made available to all Council Members no fewer than forty-eight (48) hours prior to the meeting at which it will be considered.

Section 3. Review of Existing Automatically Renewing Proclamations. All proclamations currently in effect that contain automatic renewal provisions or that have been treated as annually recurring without subsequent Council action are hereby

suspended pending review. The City Clerk shall compile a complete list of all such proclamations and present the list to the City Council within thirty (30) days of the adoption of this Resolution. Each such proclamation shall require an affirmative majority vote of the Council to be renewed or continued. Any automatically renewing proclamation that does not receive an affirmative majority vote of the Council shall be deemed rescinded.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

A motion was made by Councilmember Tyre, seconded by Councilmember Horton to deny the Resolution Amending the City's Rules of Procedure to Require Council Approval for Mayoral Proclamations and to Review All Automatically Renewing Proclamations. Motion carried 3-1 with Councilmember Davis opposing.

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

ADOPT – RESOLUTION DIRECTING THE PHASED ELIMINATION OF CITY PROPERTY TAXES WITHIN TWENTY-FOUR MONTHS AND DIRECTING CITY STAFF TO PREPARE AN IMPLEMENTATION PLAN WITHIN FORTY-FIVE DAYS
{COUNCILMEMBER DAVIS}

Councilmember Davis reviewed the item with Council. Tammy Swindell, Finance Director, stated revising the tax rate is a discussion that occurs during budget work sessions in April.

Councilmember Tyre made a motion to call the question(end the debate), which was seconded by Councilmember Perreault. Motion carried.

A motion was made by Councilmember Perreault, seconded by Councilmember Tyre to deny the Resolution Directing the Phased Elimination of City Property Taxes Within Twenty-Four Months and Directing City Staff to Prepare An Implementation Plan Within Forty-Five Days. Motion carried 3-1 with Councilmember Davis opposing.

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

CITY OF WASHINGTON, NORTH CAROLINA
A RESOLUTION DIRECTING THE PHASED ELIMINATION OF CITY PROPERTY TAXES WITHIN TWENTY-FOUR MONTHS AND DIRECTING CITY STAFF TO PREPARE AN IMPLEMENTATION PLAN WITHIN FORTY-FIVE DAYS

WHEREAS, the City of Washington currently levies a property tax on real and personal property within the city limits, placing a significant financial burden on homeowners, renters, and businesses; and

WHEREAS, NCGS 160A-209 confers upon municipalities the power to levy property taxes but does not require municipalities to do so; and

WHEREAS, the City of Washington operates a municipal electric utility, water and sewer system, stormwater system, and other enterprise and non-enterprise revenue sources that generate substantial revenue independent of property tax collections; and

WHEREAS, the City Council believes that the residents of Washington have been overburdened by taxation, particularly in light of the City's tens of millions in accumulated debt ; and

WHEREAS, the City Council believes that a city government should be able to sustain its core operations through user fees, enterprise revenues, and other non-property-tax sources without imposing an ad valorem tax on the homes and property of its citizens; and

WHEREAS, the elimination of city property taxes would provide meaningful and immediate economic relief to every property owner in the City of Washington, reduce the cost of living for renters whose housing costs reflect property tax pass-through, and make Washington a more attractive and competitive city for families, businesses, and new investment; and

WHEREAS, the City Council recognizes that the elimination of property taxes must be accomplished responsibly through a phased approach that maintains the City's fiscal stability, meets all existing debt service obligations, and ensures the continued delivery of essential city services; and

WHEREAS, the City Council finds that directing city staff to prepare a detailed implementation plan within forty-five (45) days is necessary to identify specific expenditure reductions, revenue alternatives, operational efficiencies, and service delivery restructuring required to achieve full elimination within twenty-four (24) months; and

WHEREAS, the City Council recognizes that any property tax elimination plan must account for the City's obligations under NCGS 160A-209(b)(1) to maintain debt service on all general obligation bonds and notes, and that the plan shall identify alternative funding sources to meet those obligations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Policy Declaration. It is the policy of the City Council of the City of Washington to eliminate the City's ad valorem property tax in its entirety within twenty-four (24) months of the adoption of this Resolution.

Section 2. Phased Reduction Schedule. The elimination of the City property tax shall be accomplished in two phases:

a. Phase 1 — 50% Reduction. Effective July 1, 2027, the City property tax rate shall be reduced by no less than fifty percent (50%) from the rate in effect at the time of the adoption of this Resolution.

b. Phase 2 — Full Elimination. Effective July 1, 2028, the City property tax rate shall be reduced to zero cents ($0.00) per one hundred dollars ($100.00) of assessed valuation, constituting full elimination of the City ad valorem property tax.

Section 3. Staff Implementation Plan. The City Manager, or in the absence of a City Manager the senior staff designee, in coordination with the Finance Director, is hereby directed to prepare and present to the City Council a comprehensive, step-by-step implementation plan within forty-five (45) days of the adoption of this Resolution. The implementation plan shall include, at a minimum, the following:

a. A complete accounting of current property tax revenues, including the total levy, collection rate, and the specific line items and services funded in whole or in part by property tax revenue;

b. A detailed analysis of all current revenue sources, including but not limited to electric utility revenues, water and sewer revenues, stormwater fees, sales tax distributions, Powell Bill funds, franchise fees, permits, fines, and any other non-property-tax revenues;

c. Identification of specific expenditure reductions, operational efficiencies, service delivery restructuring, departmental consolidations, and personnel changes necessary to offset the loss of property tax revenue;

d. Identification of potential new or increased non-property-tax revenue sources, including but not limited to user fee adjustments, enterprise fund transfers, grant opportunities, and intergovernmental agreements;

e. An analysis of the feasibility and fiscal impact of transferring EMS services to Beaufort County and redirecting the associated savings toward property tax elimination;

f. A detailed debt service schedule for all outstanding general obligation bonds and notes, and identification of alternative revenue sources sufficient to meet those obligations in compliance with NCGS 160A-209(b)(1);

g. A month-by-month timeline with specific milestones, responsible parties, and measurable benchmarks for achieving each phase of the tax reduction;

h. An assessment of any legal, contractual, or regulatory constraints that may affect the implementation timeline, together with recommended strategies to address each constraint.

Section 4. Quarterly Progress Reports. Beginning sixty (60) days after the adoption of this Resolution and continuing quarterly thereafter until full elimination is achieved, city staff shall present a written progress report to the City Council at a regular meeting detailing the status of implementation, any deviations from the plan, and recommended corrective actions.

Section 5. Budget Directive. The City Council hereby directs that all subsequent annual operating budgets prepared by city staff shall reflect the phased reduction schedule set forth in Section 2 of this Resolution. The FY 2027-2028 budget shall incorporate the Phase 1 fifty percent (50%) reduction, and the FY 2028-2029 budget shall incorporate the Phase 2 full elimination.

Section 6. Debt Service Protection. Nothing in this Resolution shall be construed to impair the City's obligation to pay the principal of and interest on any outstanding general obligation bonds or notes. The implementation plan required by Section 3 shall identify sufficient alternative revenues to meet all debt service obligations without reliance on ad valorem property tax revenue.

Section 7. Local Government Commission Coordination. City staff shall consult with the North Carolina Local Government Commission as necessary to ensure that the phased elimination plan complies with the Local Government Budget and Fiscal Control Act (NCGS Chapter 159) and maintains the City's fiscal integrity.
Section 8. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPT – RESOLUTION DIRECTING THE TRANSFER OF CITY EMS OPERATIONS TO BEAUFORT COUNTY AND DIRECTING SAVINGS TOWARD A MINIMUM 20% PROPERTY TAX REDUCTION FOR CITY RESIDENTS *{COUNCILMEMBER DAVIS}*

Councilmember Davis presented the request to Council and stated he wants those savings to go toward lowering taxes.

A RESOLUTION DIRECTING THE TRANSFER OF CITY EMS OPERATIONS TO BEAUFORT COUNTY AND DIRECTING SAVINGS TOWARD A MINIMUM 20% PROPERTY TAX REDUCTION FOR CITY RESIDENTS

WHEREAS, the City of Washington currently operates an Emergency Medical Services (EMS) division, expending significant General Fund and personnel resources to provide pre-hospital emergency medical care within the city limits; and
WHEREAS, Beaufort County operates a county-wide EMS system that already provides emergency medical services to unincorporated areas and other municipalities within the county, maintaining established infrastructure, staffing, dispatch integration, and mutual aid agreements across the county; and
WHEREAS, NCGS 160A-461 (the Interlocal Cooperation Act) authorizes any unit of local government in North Carolina to enter into contracts or agreements with any other unit of local government to execute any undertaking, including the contractual exercise by one unit of a power, function, or service for another unit; and
WHEREAS, NCGS 160A-460 defines an "undertaking" as the joint exercise by two or more units of local government, or the contractual exercise by one unit for one or more other units, of any power, function, public enterprise, right, privilege, or immunity of local government, which expressly includes emergency medical services; and
WHEREAS, NCGS 153A-250 authorizes counties to provide emergency medical, rescue, and ambulance services throughout the county, including within municipal boundaries, establishing Beaufort County's independent statutory authority to deliver EMS services to City of Washington residents; and
WHEREAS, the City Council finds that the consolidation of EMS services under Beaufort County would eliminate duplication of services, produce operational efficiencies, and result in substantial cost savings to the City of Washington without diminishing the quality of emergency medical care provided to City residents; and
WHEREAS, the City Council believes that a coordinated, county-wide EMS system provides a higher standard of care through unified medical direction, consistent protocols, centralized training, and seamless mutual aid response across jurisdictional boundaries; and
WHEREAS, the City Council is committed to ensuring that any transfer of EMS services is accomplished in the most efficient and safest approach possible, prioritizing the protection and well-being of every City of Washington resident throughout the transition and thereafter; and
WHEREAS, the City Council is committed to maximum cooperation between the City and Beaufort County government throughout this process, recognizing that intergovernmental collaboration serves the best interests of all citizens; and
WHEREAS, the City Council finds that the resulting budgetary savings from the transfer of EMS operations shall be directed to provide meaningful and immediate property tax relief to City of Washington residents in the form of a minimum twenty percent (20%) property tax rate reduction at the city level; and
WHEREAS, the City Council recognizes that current City EMS personnel are valued public servants and that any transfer agreement should address the transition of personnel, equipment, and operational assets in a manner that is fair, orderly, and respectful of their service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Policy Declaration. It is the policy of the City Council of the City of Washington to transfer the City's EMS operations to Beaufort County through an interlocal agreement pursuant to NCGS 160A-461, with the goal of providing the highest level of emergency medical protection for City residents while achieving maximum cost savings and intergovernmental cooperation.

Section 2. Authorization to Negotiate. The City Manager, or in the absence of a City Manager the senior staff designee, is hereby authorized and directed to enter into formal negotiations with the Beaufort County Manager and the Beaufort County Board of Commissioners for the transfer of City EMS operations to Beaufort County. The City Manager shall request a joint meeting or work session between City Council and the Beaufort County Board of Commissioners within thirty (30) days of the adoption of this Resolution to initiate cooperative discussions.

Section 3. Interlocal Agreement Requirements. Any interlocal agreement negotiated pursuant to this Resolution shall, at a minimum, address the following:

a. Service Level Guarantee: The agreement shall require that Beaufort County maintain or exceed the current level of EMS service and coverage within the City of Washington corporate limits, ensuring that no reduction in the quality or availability of emergency medical care occurs as a result of the transfer;

b. Response Time Standards: The agreement shall establish specific, measurable response time benchmarks for EMS calls originating within the City of Washington, with regular reporting to the City Council;

c. Station Coverage: The agreement shall address the continued operation of EMS stations and staging locations necessary to maintain adequate response coverage within the City, including any existing City-owned EMS facilities;

d. Personnel Transition: The agreement shall provide for the fair and orderly transition of current City EMS personnel, including but not limited to priority hiring or absorption of qualified City EMS employees into Beaufort County EMS, recognition of seniority and certifications, and a reasonable transition period;

e. Equipment and Asset Transfer: The agreement shall address the transfer, sale, lease, or disposition of City-owned EMS vehicles, medical equipment, supplies, and other operational assets to Beaufort County on terms that are fair and in the best interest of City taxpayers;

f. Financial Terms: The agreement shall specify any annual payment, service fee, or cost-sharing arrangement between the City and County, with the total cost to the City being substantially less than the current cost of operating a standalone municipal EMS division;

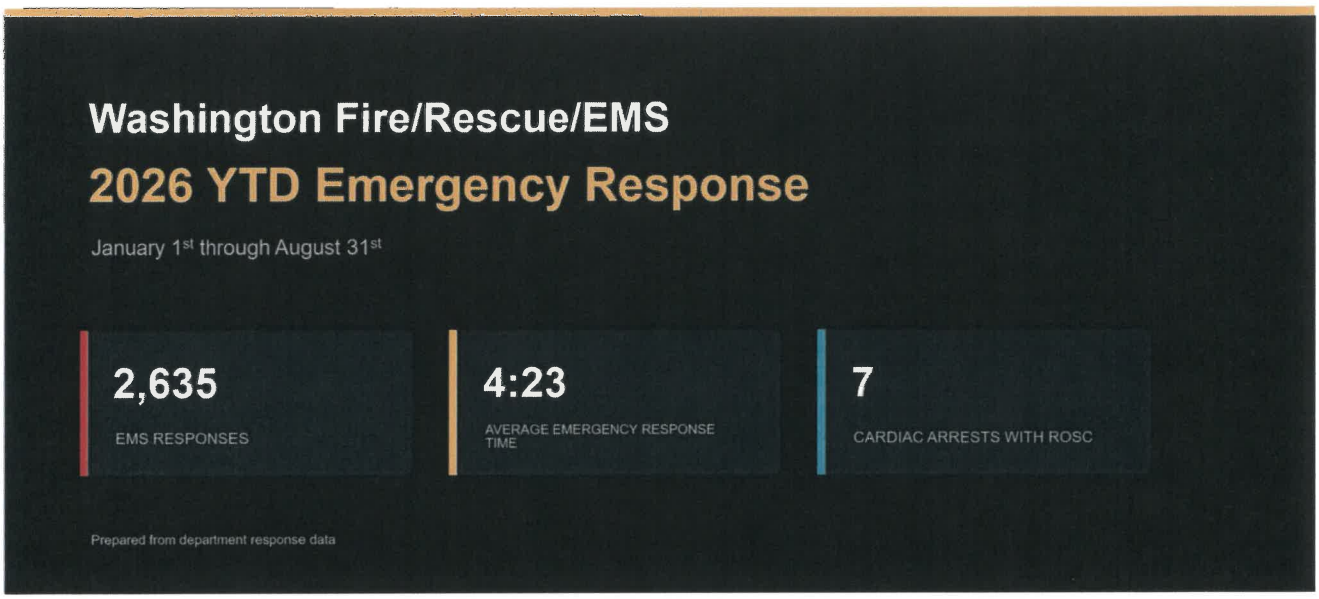
g. Medical Direction and Protocols: The agreement shall ensure that EMS services provided within the City operate under qualified medical direction with established clinical protocols consistent with or exceeding current standards of care;

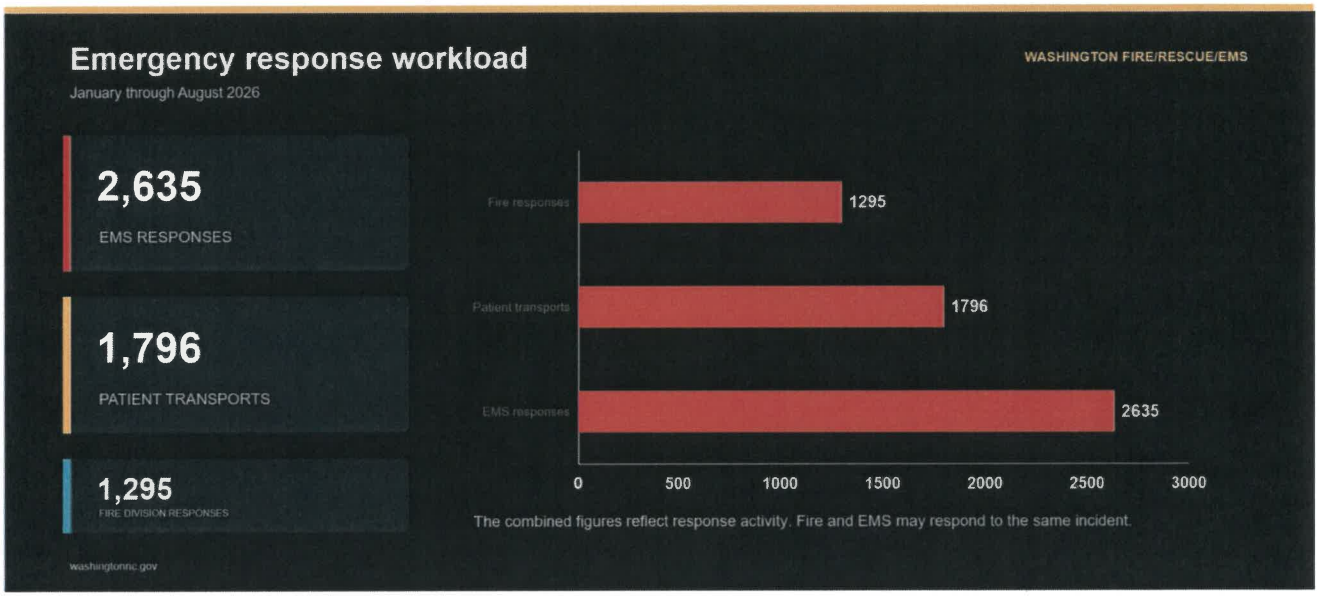
h. Term, Renewal, and Termination: The agreement shall be of reasonable duration as required by NCGS 160A-461, with provisions for periodic renewal, performance review, and termination with adequate notice to protect the interests of City residents;

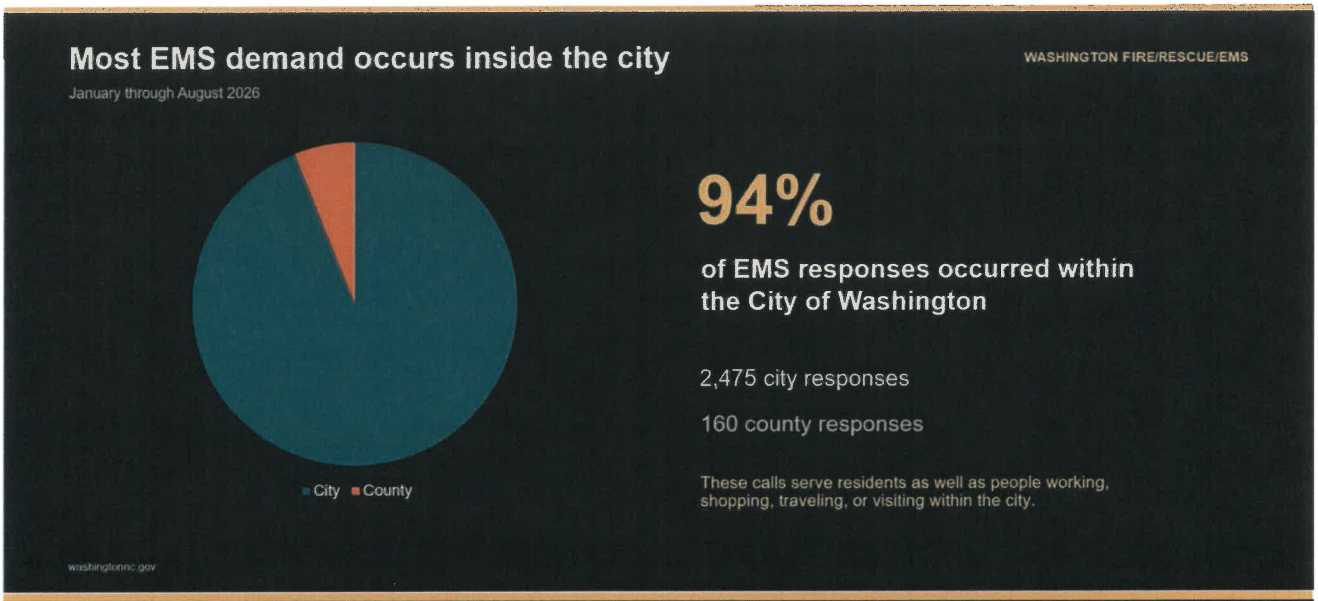
i. Reporting and Accountability: The agreement shall require Beaufort County to provide the City Council with quarterly performance reports including call volume, response times, patient outcomes, staffing levels, and any service disruptions or complaints.

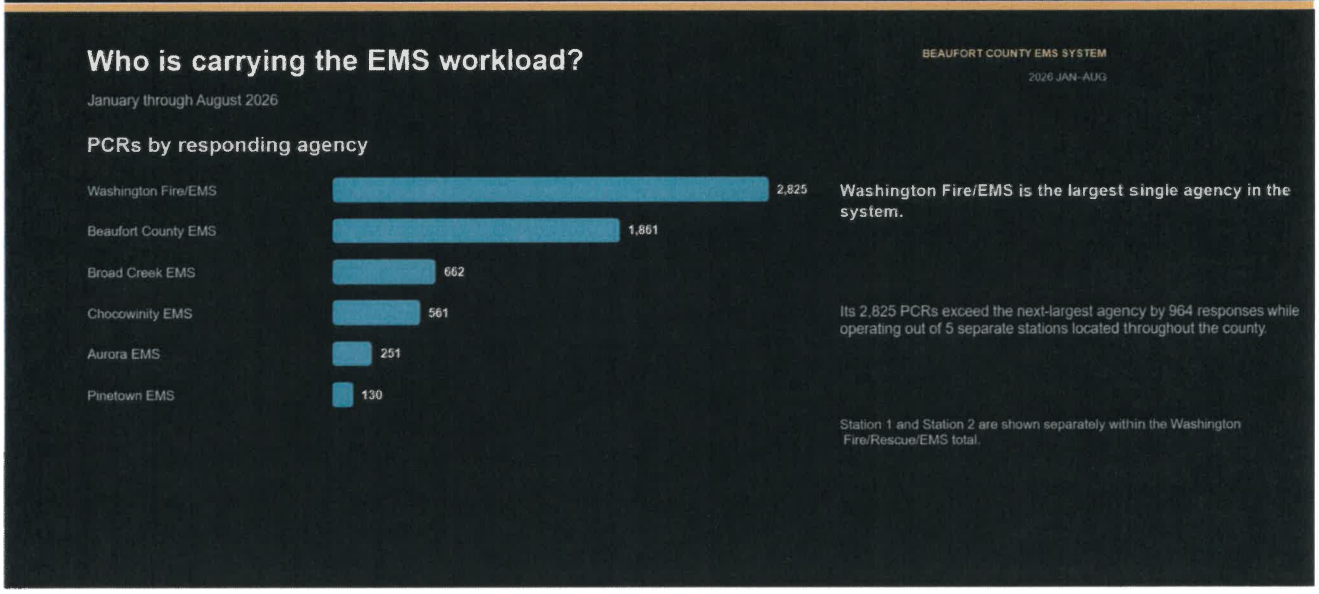
Section 4. Transition Plan. The City Manager shall prepare and present to the City Council a detailed transition plan within sixty (60) days of the adoption of this Resolution, developed in coordination with Beaufort County, that includes:
a. A complete inventory of current City EMS assets, personnel, certifications, contracts, and operating costs;
b. A proposed timeline for the phased transfer of operations with specific milestones ensuring no gap in service coverage at any point during the transition;
c. A fiscal impact analysis showing the projected annual savings to the City and the resulting property tax rate reduction;
d. An assessment of any legal, contractual, regulatory, or licensing requirements that must be satisfied prior to or during the transfer, including compliance with the NC Office of Emergency Medical Services.
Section 5. Property Tax Reduction. The City Council hereby declares its intent that all net savings resulting from the transfer of EMS operations to Beaufort County shall be applied to reduce the City's ad valorem property tax rate by a minimum of twenty percent (20%). The property tax reduction shall take effect in the first full fiscal year following the completion of the EMS transfer. The Finance Director shall certify the projected savings and corresponding tax rate reduction for Council approval prior to adoption of the applicable annual budget.
Section 6. Resident Safety Priority. At no point during the negotiation, transition, or operation of EMS services under the interlocal agreement shall the safety or level of emergency medical protection available to City of Washington residents be compromised. If at any time during the transition the City Manager determines that a service gap is imminent, the City Manager shall immediately notify the City Council and take all actions necessary to maintain uninterrupted EMS coverage.
Section 7. Council Approval of Final Agreement. No interlocal agreement for the transfer of EMS services shall become effective until it has been approved by a majority vote of the City Council at a regular or special meeting, ratified by resolution, and spread upon the minutes as required by NCGS 160A-461. The full text of any proposed agreement shall be made available to the public and to all Council Members no fewer than seven (7) days prior to the meeting at which it will be considered for approval.
Section 8. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

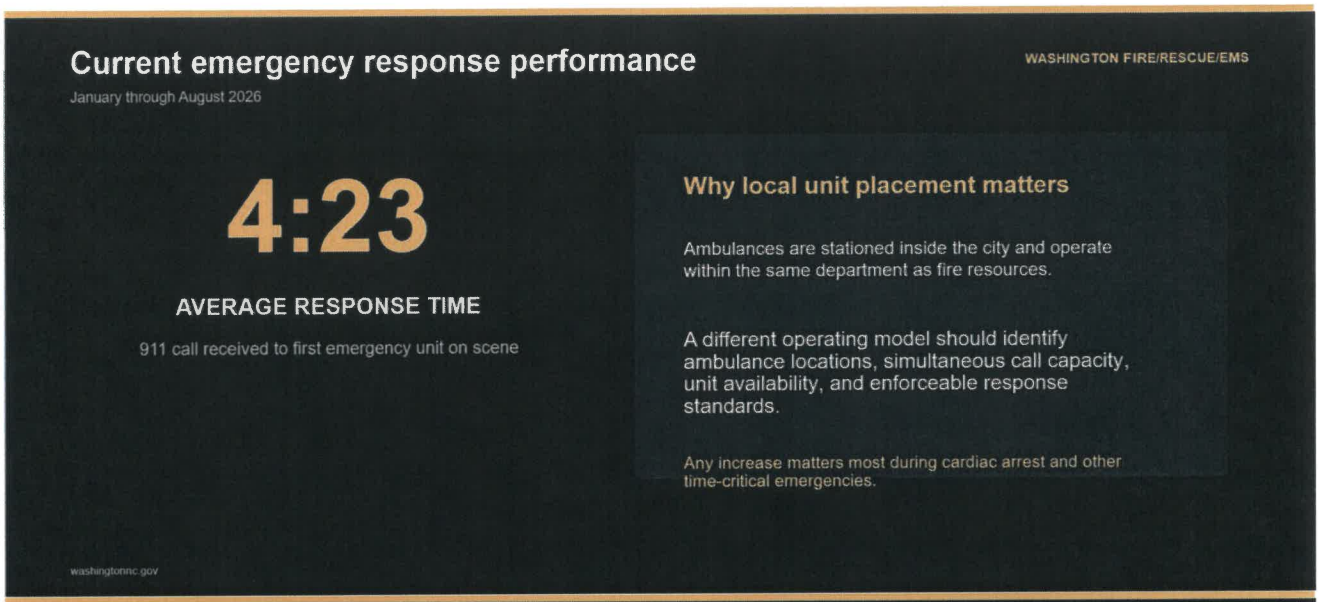
Chief Flowers presented the following to Council.

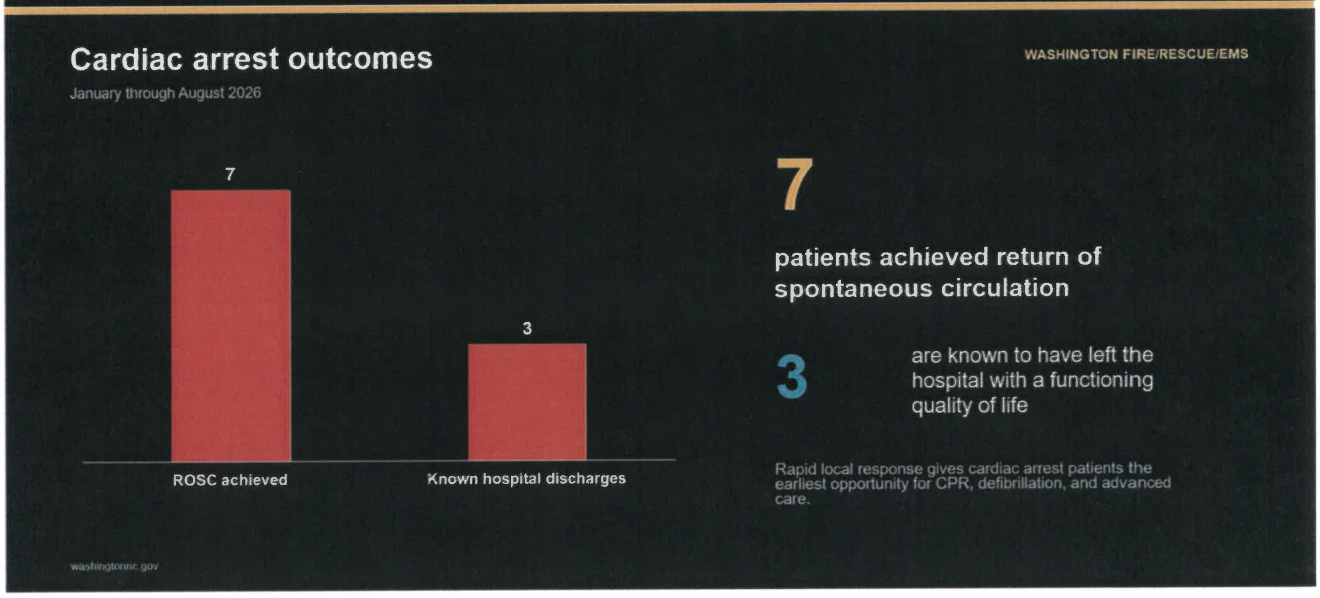

Washington Fire/Rescue/EMS
2026 YTD Emergency Response
January 1st through August 31st
2,635
EMS RESPONSES
4:23
AVERAGE EMERGENCY RESPONSE TIME
7
CARDIAC ARRESTS WITH ROSC
Prepared from department response data

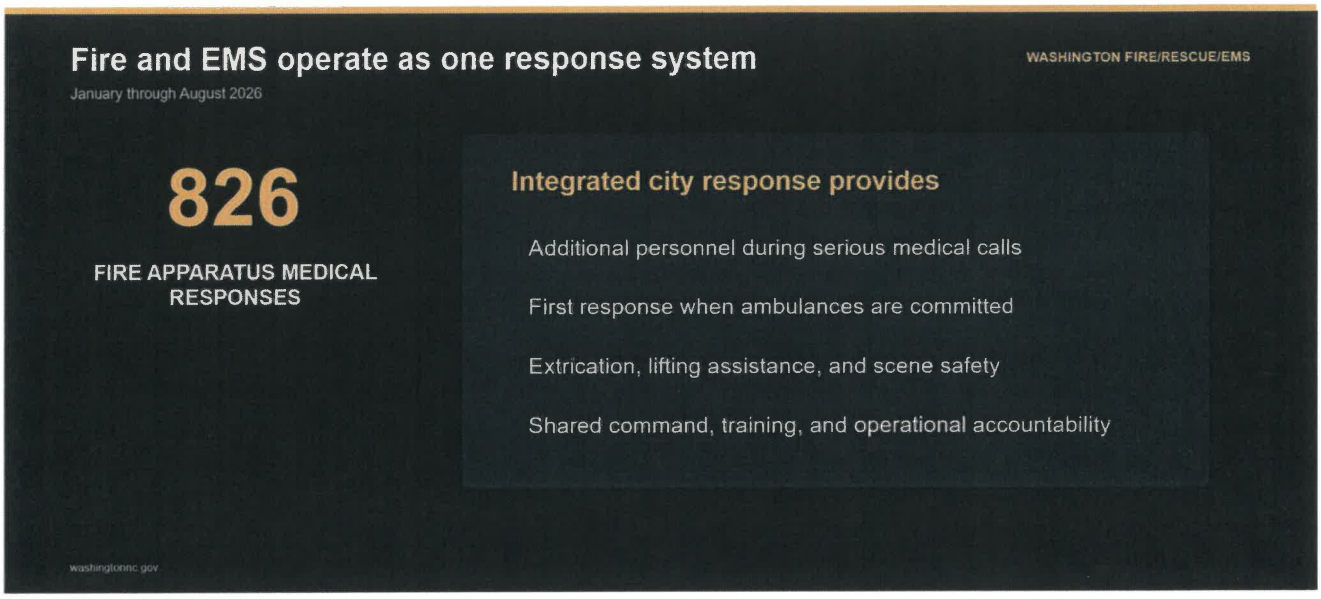

Emergency response workload
January through August 2026
WASHINGTON FIRE/RESCUE/EMS
2,635
EMS RESPONSES
1,796
PATIENT TRANSPORTS
1,295
FIRE DIVISION RESPONSES
Fire responses
1295
Patient transports
1796
EMS responses
2635
0
500
1000
1500
2000
2500
3000
The combined figures reflect response activity. Fire and EMS may respond to the same incident.
washingtonnc.gov


Most EMS demand occurs inside the city
January through August 2026
WASHINGTON FIRE/RESCUE/EMS
City
County
94%
of EMS responses occurred within the City of Washington
2,475 city responses
160 county responses
These calls serve residents as well as people working, shopping, traveling, or visiting within the city.
washingtonnc.gov


Who is carrying the EMS workload?
January through August 2026
BEAUFORT COUNTY EMS SYSTEM
2026 JAN-AUG
PCRs by responding agency
Washington Fire/EMS 2,825
Beaufort County EMS 1,861
Broad Creek EMS 662
Chocowinity EMS 561
Aurora EMS 251
Pinetown EMS 130
Washington Fire/EMS is the largest single agency in the system.
Its 2,825 PCRs exceed the next-largest agency by 964 responses while operating out of 5 separate stations located throughout the county.
Station 1 and Station 2 are shown separately within the Washington Fire/Rescue/EMS total.


Current emergency response performance
January through August 2026
WASHINGTON FIRE/RESCUE/EMS
4:23
AVERAGE RESPONSE TIME
911 call received to first emergency unit on scene
Why local unit placement matters
Ambulances are stationed inside the city and operate within the same department as fire resources.
A different operating model should identify ambulance locations, simultaneous call capacity, unit availability, and enforceable response standards.
Any increase matters most during cardiac arrest and other time-critical emergencies.
washingtonnc.gov


Cardiac arrest outcomes
January through August 2026
WASHINGTON FIRE/RESCUE/EMS
7
3
ROSC achieved
Known hospital discharges
7
patients achieved return of spontaneous circulation
3
are known to have left the hospital with a functioning quality of life
Rapid local response gives cardiac arrest patients the earliest opportunity for CPR, defibrillation, and advanced care.
washingtonnc.gov



Councilmember Davis asked for and received clarification on the property tax increase. Council continued discussion on EMS and the recent increase in staff over the last few years to include twelve paramedic-level employees.

A motion was made by Councilmember Perreault and seconded by Councilmember Tyre to deny the resolution as presented. Mr. Holscher reviewed Motion #17 – *To prevent reintroduction of an item until the next organizational meeting of Council (after the next election). The motion shall be in order immediately following the defeat of a substantive motion and at no other time.* Two motions would be needed: (1) motion to approve the item, which would have to be defeated, then (2) motion to prevent reintroduction until the next organization meeting of Council.

Councilmember Perreault withdrew his motion. Councilmember Tyre seconded the motion to withdraw. Motion carried 3-1 with Councilmember Davis opposing.

A motion was made by Councilmember Tyre, seconded by Councilmember Davis to adopt the resolution directing the transfer of city EMS operations to Beaufort County and direct savings towards a minimum 20% property tax reduction for the city residents. Discussion continued and subsequently Councilmember Perreault called the question which was seconded by Councilmember Tyre to end the debate. Motion to adopt the resolution failed 1-3 with Council members Perreault, Tyre and Horton opposing.

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

A motion was made by Councilmember Perreault, seconded by Councilmember Horton to prevent the reintroduction of this matter until at least the next organizational meeting (first meeting after the next election). *This is a clincher motion to prevent the same motion from being continually introduced when the subject matter has been thoroughly considered.*

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

ADOPT – RESOLUTION DIRECTING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR CITY ATTORNEY LEGAL SERVICES *{COUNCILMEMBER DAVIS}*

A RESOLUTION DIRECTING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR CITY ATTORNEY LEGAL SERVICES

WHEREAS, the City of Washington retains outside legal counsel to serve as City Attorney, providing legal advice and representation to the City Council, City Manager, and City departments on matters of municipal law, contracts, litigation, land use, personnel, and general governance; and

WHEREAS, NCGS 160A-173 authorizes the City Council to provide for the appointment and compensation of a City Attorney and to define the duties and responsibilities of that position; and

WHEREAS, NCGS 160A-67 vests the government and general management of the city in the Council, including the authority to evaluate, select, and retain legal counsel that serves the best interests of the City and its residents; and

WHEREAS, the City of Washington has retained legal services from the same family and law firm for multiple decades without conducting a known competitive procurement process to evaluate whether the City is receiving the highest quality legal representation at the most cost-effective rate; and

WHEREAS, the City Council finds that sound fiscal stewardship and good governance require the periodic evaluation of all professional service contracts, including legal services, through a competitive selection process to ensure the City is receiving the best value for taxpayer dollars; and

WHEREAS, the City Council finds that issuing a Request for Proposals (RFP) for City Attorney legal services would provide the opportunity to evaluate a broader range of qualified legal professionals, compare fee structures and service models, and bring fresh legal perspective to the City's legal framework; and

WHEREAS, the City Council believes that introducing a new set of eyes to the City's legal structure, ordinances, contracts, and ongoing matters — after decades of continuity under a single firm — is a prudent and responsible step to identify any areas where the City's legal posture could be strengthened, modernized, or made more cost-efficient; and

WHEREAS, the City Council recognizes that a competitive RFP process does not reflect negatively on any individual attorney or firm, but rather reflects the Council's commitment to transparency, accountability, and ensuring that all professional services are subject to regular review and open competition; and

WHEREAS, the issuance of an RFP does not obligate the City to change counsel, but ensures that the City Council has the information necessary to make an informed decision about the delivery of legal services going forward;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Direction to Issue RFP. The City Manager, or in the absence of a City Manager the senior staff designee, is hereby directed to prepare and issue a Request for Proposals (RFP) for City Attorney legal services within thirty (30) days of the adoption of this Resolution. The RFP shall be distributed through appropriate legal and municipal channels to ensure a competitive and qualified pool of respondents.

Section 2. Scope of Services. The RFP shall solicit proposals for comprehensive municipal legal services, including but not limited to the following:

a. General legal counsel to the City Council, City Manager, and City departments on all matters of municipal law and governance;
b. Attendance at regular and special City Council meetings and work sessions as required;
c. Review, drafting, and negotiation of contracts, ordinances, resolutions, and interlocal agreements;
d. Representation of the City in litigation, administrative proceedings, and regulatory matters;
e. Legal opinions on matters of land use, zoning, code enforcement, and planning;
f. Personnel and employment law advice, including compliance with State and federal employment statutes;
g. Public records and open meetings law compliance;
h. Real property transactions, easements, and right-of-way matters;
i. A comprehensive review of the City's existing legal framework, including all current ordinances, standing contracts, pending litigation, and regulatory compliance posture, with written recommendations for any areas requiring update, correction, or modernization.

Section 3. RFP Evaluation Criteria. The RFP shall require each respondent to provide, at a minimum, the following information, and proposals shall be evaluated on the following criteria:
a. Qualifications and experience in North Carolina municipal law, including specific experience representing cities and towns of comparable size;
b. Proposed fee structure, including hourly rates, retainer arrangements, flat-fee options, and any additional costs, with a detailed comparison to the City's current legal services expenditure;
c. Availability and responsiveness, including proximity to the City of Washington and ability to attend meetings and respond to time-sensitive matters;
d. References from current or former municipal clients in North Carolina;
e. Demonstrated ability to provide an independent, thorough review of an existing municipal legal framework and identify areas for improvement;
f. Any actual or potential conflicts of interest with the City of Washington, its officers, employees, or current litigation.

Section 4. Review Committee. The City Manager shall assemble a review committee consisting of the City Manager (or senior staff designee), the Finance Director, and two Council Members appointed by the Council to evaluate all proposals received. The review committee shall present a summary of all qualified proposals, together with a recommendation, to the full City Council for action within ninety (90) days of the adoption of this Resolution.

Section 5. Continuation of Current Services. Current City Attorney services shall continue uninterrupted during the RFP process. Nothing in this Resolution shall be construed as a termination of the current City Attorney engagement. Any decision to retain new counsel or to continue with the current City Attorney shall be made by majority vote of the City Council following the completion of the RFP evaluation process.

Section 6. Cost Savings Priority. The City Council directs that cost savings to City of Washington taxpayers shall be a one evaluation factor in the RFP process. The review committee shall include in its recommendation a detailed comparison of proposed costs

against the City's current legal services expenditure, including all retainer fees, hourly charges, litigation costs, and ancillary expenses over the preceding three (3) fiscal years.
Section 7. Transparency. The full text of the RFP shall be made available to the public upon issuance. All proposals received shall be public records subject to NCGS Chapter 132. The review committee's recommendation and all supporting materials shall be included in the Council agenda packet for the meeting at which the final selection is considered.
Section 8. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Councilmember Davis reviewed the request with Council and noted this should be a service that is put our for bids. Councilmember Perreault noted this would be very inappropriate to move forward with this item. We have lost numerous employees and managers since the last organizational meeting. Our attorney has two generations of knowledge between him and his father for the city. That would be getting rid of another layer of stability that we have left and would be extremely irresponsible. Discussion was held regarding the specifics of the proposed resolution.

A motion was made by Councilmember Perreault, seconded by Councilmember Horton to deny the Resolution Directing the Issuance of a Request for Proposals for City Attorney Legal Service. Motion carried 3-1 with Councilmember Davis opposing.

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

ADOPT – RESOLUTION DIRECTING THE REVERSAL OF THE PERREAULT/RORIE ELECTRIC RATE INCREASE FOR CITY OF WASHINGTON RESIDENTS AND HALTING PLANNED $900 ADDITIONAL RATE INCREASES
{COUNCILMEMBER DAVIS}

A RESOLUTION DIRECTING THE REVERSAL OF THE PERREAULT/RORIE ELECTRIC RATE INCREASE FOR CITY OF WASHINGTON RESIDENTS AND HALTING PLANNED $900 ADDITIONAL RATE INCREASES

WHEREAS, the City of Washington owns and operates a municipal electric utility that provides electric service to residents and businesses within the city limits; and

WHEREAS, NCGS 160A-314 authorizes the City Council to fix and revise the rates, fees, and charges for utility services provided by the City's electric system; and

WHEREAS, a rate increase of over ten percent (10%) was recently adopted for City of Washington electric customers, championed by the former City Manager Jon Rorie and Council Member Max Perreault through a process that lacked transparency, was negligently misleading to the council as a whole and did not adequately inform the public of the true impact on ratepayers; and

WHEREAS, the City Council finds that the manner in which the rate increase was presented to Council and the public was misleading, as the full cumulative impact on residential ratepayers — particularly those in smaller homes and fixed-income households — was not clearly disclosed during the approval process; and

WHEREAS, in addition to the rate increase already adopted, a planned additional rate increase of approximately $1,200 per year from the prior rate is scheduled to take effect on smaller residential accounts, which would impose a devastating financial burden on the City's most vulnerable residents, including seniors on fixed incomes, low-income families, and working-class homeowners; and

WHEREAS, the City Council finds that imposing combined rate increases of this magnitude on City residents — who already pay both city property taxes and city utility rates — is unconscionable, particularly in a city carrying tens of millions in debt; and

WHEREAS, the City Council believes that before imposing rate increases on residents, the City has an obligation to first exhaust all available internal cost reductions, operational efficiencies, and administrative savings within current budget operations; and

WHEREAS, the City Council finds that the residents of Washington did not create the City's financial problems and should not be forced to bear the burden of resolving them through rate increases that were adopted without full transparency; and

WHEREAS, the City of Washington's municipal electric utility should be operated for the benefit of its ratepayers — the residents and businesses of Washington — and not as a revenue generation mechanism to subsidize general fund shortfalls caused by mismanagement; and

WHEREAS, the City Council has both the legal authority and the fiduciary duty to reverse rate actions that were adopted through a flawed process and that impose an unjust burden on City residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Reversal of Electric Rate Increase. The City Council hereby directs city staff to prepare and present to the Council, within ninety (90) days of the adoption of this Resolution, a revised electric rate schedule that fully reverses the ten percent (10%) or greater electric rate increase recently imposed on City of Washington residential customers, restoring rates to the level in effect prior to the increase.

Section 2. Halt of Planned Additional Rate Increases. The City Council hereby directs that all planned, scheduled, or phased additional electric rate increases — including but

not limited to the approximately $1,200 annual increase planned for smaller residential accounts — are immediately suspended pending further Council review and action. No additional electric rate increase shall take effect without a new, separate vote of the City Council following full public disclosure of the rate impact on all customer classes.

Section 3. Identification of Offsetting Savings. The City Manager, or in the absence of a City Manager the senior staff designee, in coordination with the Finance Director and the Electric Utilities Director, is hereby directed to identify offsetting savings within current budget operations sufficient to absorb the revenue reduction resulting from the rate reversal. The savings analysis shall include, at a minimum:

a. A complete review of all electric utility operating expenses, including staffing levels, overtime, contracted services, vehicle and equipment costs, and administrative overhead;

b. Identification of any General Fund transfers or subsidies currently being funded from electric utility revenues that could be reduced or eliminated;

c. A review of all capital expenditure plans within the electric utility to identify projects that can be deferred, scaled down, or funded through alternative means without compromising system reliability or safety;

d. An analysis of power supply costs, wholesale energy procurement, and any opportunities for renegotiation of supply contracts or participation in more cost-effective purchasing arrangements;

e. A comparison of the City of Washington's electric rates, staffing ratios, and operating costs against comparable municipal electric utilities in eastern North Carolina to identify areas where the City's costs exceed industry norms.

Section 4. Rate Impact Transparency. The City Council directs that any future proposed electric rate change shall be accompanied by a clear, plain-language rate impact disclosure that shows, for each customer class, the specific dollar-per-month and dollar-per-year impact on a typical residential customer at multiple consumption levels (including 500 kWh, 1,000 kWh, and 1,500 kWh per month). This disclosure shall be made publicly available no fewer than fourteen (14) days prior to any Council vote on the proposed rate change and shall be prominently posted on the City's website and social media channels.

Section 5. Protection of Vulnerable Residents. The City Council recognizes that electric rate increases disproportionately impact seniors on fixed incomes, low-income families, renters, and residents in smaller homes with limited ability to absorb additional costs. The City Council directs city staff to evaluate and recommend, within sixty (60) days targeted relief measures to protect the City's most vulnerable residents from utility cost burdens.

Section 6. No Cross-Subsidization. The City Council directs that electric utility revenues shall be used for the operation, maintenance, and improvement of the electric system and shall not be used to subsidize unrelated General Fund expenditures beyond any transfer amounts expressly authorized by the Council in the annual budget. City staff shall provide the Council with a detailed accounting of all transfers from the electric utility fund to the General Fund over the preceding five (5) fiscal years within thirty (30) days of the adoption of this Resolution.

Section 7. Quarterly Rate Review. Beginning ninety (90) days after the adoption of this Resolution and continuing quarterly thereafter, city staff shall present to the City Council a written report on electric utility financial performance, including revenues, expenditures,

fund balance, power supply costs, and any projected shortfalls or surpluses, to ensure ongoing transparency and informed decision-making regarding electric rates.
Section 8. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Councilmember Davis reviewed the item with Council, and Ms. Swindell discussed the existing transfers from the Electric Fund to the General Fund. Discussion was held regarding utility rates.

A motion was made by Councilember Tyre, seconded by Councilmember Davis to adopt the resolution directing the reversal of the Perreault/Rorie electric rate increase for City of Washington resdients and halting the planned $900 additional rate increase. Discussion was held. Motion failed 1-3 with Council members Perreault, Tyre and Horton opposing.

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

A motion was made by Councilmember Tyre, seconded by Councilmember Horton to prevent the reintroduction of this matter until at least the next organizational meeting. Motion carried 3-1 with Councilmember Davis opposing.

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

ADOPT – RESOLUTION REQUIRING CITY COUNCIL APPROVAL PRIOR TO COMPLIANCE WITH STATE-LEVEL FLAG DIRECTIVES THAT DO NOT ALIGN WITH THE VALUES OF THE CITY OF WASHINGTON AND ITS RESIDENTS
{COUNCILMEMBER DAVIS}

A RESOLUTION REQUIRING CITY COUNCIL APPROVAL PRIOR TO COMPLIANCE WITH STATE-LEVEL FLAG DIRECTIVES THAT DO NOT ALIGN WITH THE VALUES OF THE CITY OF WASHINGTON AND ITS RESIDENTS

WHEREAS, the City of Washington is a community rooted in faith, family, and deeply held moral convictions that have defined this city and its people for generations; and

WHEREAS, NCGS 160A-67 vests the government and general management of the city in the City Council, establishing the Council as the elected governing body accountable to the residents of Washington; and

WHEREAS, the City Council, as the duly elected representatives of the people of Washington, has a responsibility to reflect and uphold the values of the community it serves; and

WHEREAS, the federal Flag Code, 4 U.S.C. §§ 1-10, establishes customs, protocols, and practices for the display and handling of the flag of the United States, but is widely recognized by legal authorities as advisory in nature, containing no enforcement mechanism, no penalty provision, and no binding mandate upon local governments; and

WHEREAS, 4 U.S.C. § 7(m) provides that a Governor "may proclaim" that flags be flown at half-staff, which authorizes the Governor to issue such a proclamation but does not create a legal obligation on the part of municipalities or other local governing bodies to comply; and

WHEREAS, NCGS 144-5(b) provides that flags displayed by political subdivisions "shall be handled, displayed, stored, and respectfully disposed of in accordance with the federal Flag Code, 4 U.S.C. §§ 1-10," but because the federal Flag Code itself is advisory and non-mandatory, the incorporation of the Flag Code by state statute does not transform advisory customs into enforceable mandates upon local governments; and

WHEREAS, the Governor's half-staff authority is binding on state-owned property and state institutions, but does not carry the force of law over locally owned municipal property to honor wicked activists, and no state agency has enforcement authority to compel a municipality to lower its flags in response to a Governor's proclamation; and

WHEREAS, state-level flag directives, including orders to lower flags to half-staff, are issued unilaterally by the Governor without input from or consultation with local governing bodies and without regard for the values, beliefs, or convictions of the communities affected; and

WHEREAS, the City Council recognizes that compliance with flag directives honoring individuals, causes, or movements that are contrary to the faith-based values held by the majority of City of Washington residents compels the City to make a public expression of honor that does not represent the will of its people; and

WHEREAS, the City Council believes that no level of government should compel a community to publicly honor individuals or causes that stand in direct opposition to the sincerely held religious beliefs and moral convictions of its citizens; and

WHEREAS, the City Council takes this action in full awareness of the legal framework, with confidence that the Governor's flag proclamations do not carry binding legal authority over municipal property, and in the exercise of its duty to represent the interests and values of the citizens who elected it; and

WHEREAS, the City Council affirms that this Resolution is not intended to apply to flag directives honoring fallen military service members, law enforcement officers killed in the line of duty, fallen first responders, national days of mourning, or victims of national tragedy, all of which reflect values universally shared by the people of Washington;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Council Review Required. Upon receipt of any state-level flag directive — including but not limited to Governor's executive orders, proclamations, or directives requesting or directing flags on City property to be lowered to half-staff or otherwise altered — city staff shall immediately notify all Council Members of the directive and its stated purpose. Prior to City compliance with any such directive, the City Council shall determine by majority vote whether the directive aligns with the values of the City of Washington and its residents.

Section 2. Emergency Compliance. In the event that a flag directive is received and a Council meeting cannot be convened prior to the directive's effective date, the Mayor or the Mayor Pro Tem shall poll Council Members by telephone, text, or electronic communication to obtain a majority consensus. The poll and its results shall be documented and read into the minutes at the next regular or special Council meeting. If a majority cannot be reached before the directive's effective date, compliance shall be deferred until Council action is taken.

Section 3. Automatic Compliance Categories. The following categories of flag directives shall be deemed automatically approved and shall not require a Council vote:

a. Directives honoring members of the United States Armed Forces killed in action or who have died in service to the nation;

b. Directives honoring federal, state, or local law enforcement officers killed in the line of duty;

c. Directives honoring firefighters, emergency medical personnel, and other first responders killed in the line of duty;

d. National days of mourning declared by the President of the United States;

e. Directives honoring victims of national tragedies, mass casualty events, or natural disasters;

f. Directives honoring current or former Presidents, Vice Presidents, Governors, or other senior government officials upon their death, consistent with the protocols established in 4 U.S.C. § 7(m).

Section 4. Public Statement of Non-Compliance. In the event the City Council votes not to comply with a state-level flag directive, the City Clerk shall prepare and publish a public statement, approved by the Council, explaining the Council's decision and affirming that the Governor's flag proclamations are advisory in nature and do not carry binding legal authority over municipal property. The statement shall be posted on the City's website, official social media channels, and read into the minutes of the meeting at which the vote was taken.

Section 5. Values Standard. In determining whether a flag directive aligns with the values of the City of Washington, the City Council shall consider whether the directive honors an individual, cause, movement, or ideology that is contrary to the faith-based principles,

moral convictions, and community values held by the residents of the City of Washington, as represented by a majority of the elected Council.
Section 6. Legal Basis. The City Council finds and declares that this Resolution is lawful and within the authority of the Council based on the following:
a. The federal Flag Code, 4 U.S.C. §§ 1-10, is advisory in nature, contains no enforcement mechanism or penalty provision, and does not create a binding legal obligation upon municipalities;
b. The Governor's authority under 4 U.S.C. § 7(m) to "proclaim" half-staff extends to state-owned property and state institutions, but does not constitute a binding legal mandate upon locally owned municipal property;
c. NCGS 144-5(b), by incorporating the federal Flag Code, incorporates an advisory framework and does not transform advisory customs into enforceable mandates — no penalty, enforcement mechanism, or state agency authority exists to compel municipal compliance;
d. The City Council's authority under NCGS 160A-67 to govern and manage the city, combined with the protections of the First Amendment to the United States Constitution and Article I of the North Carolina Constitution, supports the City's right to exercise discretion over expressive acts on City-owned property.
Section 7. Legal Defense. In the event that this Resolution is challenged by any state agency or other party, the City Council authorizes the City Attorney or any successor counsel to defend the City's position and to assert all applicable legal defenses, including but not limited to the advisory nature of the federal Flag Code, the limits of the Governor's proclamation authority over municipal property, and the City's constitutional rights.
Section 8. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Councilmember Davis reviewed the request with Council. Mr. Holscher stated this item is not legal as we are required to follow a flag directive from the Governor and/or President.

A motion was made by Councilmember Tyre, seconded by Councilmember Davis to adopt the resolution requiring City Council approval prior to compliance with state-level flag directives that do not align with the values of the City of Washington and its residents. Motion failed 1-3 with Council members Perreault, Tyre and Horton opposing.

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

A motion was made by Councilmember Tyre, seconded by Councilmember Perreault, to prevent the reintroduction of this matter until at least the next organizational meeting. Motion carried 3-1, with Councilmember Davis opposing.

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

ADOPT – RESOLUTION ORDERING FLAGS ON CITY PROPERTY TO BE FLOWN AT HALF-STAFF SEPTEMBER 15-22, 2026 AND SEPTEMBER 10-16, 2027 IN HONOR OF THE SECOND ANNIVERSARY OF THE ASSASSINATION OF MARTYR CHARLIE KIRK *{COUNCILMEMBER DAVIS}*

A RESOLUTION ORDERING FLAGS ON CITY PROPERTY TO BE FLOWN AT HALF-STAFF SEPTEMBER 15-22, 2026 AND SEPTEMBER 10-16, 2027 IN HONOR OF THE SECOND ANNIVERSARY OF THE ASSASSINATION OF MARTYR CHARLIE KIRK

WHEREAS, on September 10, 2025, Charlie Kirk — a husband, a father, a Christian, and the founder of Turning Point USA — was assassinated by gunfire while speaking to thousands of students at Utah Valley University in Orem, Utah; and

WHEREAS, Charlie Kirk devoted his life to defending the truth, encouraging debate on college campuses, and spreading the Gospel of Jesus Christ, causes that are deeply shared by the people of the City of Washington, North Carolina; and

WHEREAS, President Donald J. Trump declared a National Day of Remembrance for Charlie Kirk and posthumously awarded him the Presidential Medal of Freedom, the highest civilian honor in the United States, recognizing his extraordinary contributions to the American conservative movement and the cause of freedom; and

WHEREAS, the White House recognized Charlie Kirk as a "father, a husband, a Christian martyr, and a titan of the American conservative movement" who laid down his life in the advancement of the values he believed in; and

WHEREAS, Charlie Kirk's assassination was an act of political violence that struck at the heart of the First Amendment and the right of every American to speak freely, debate openly, and share their faith without fear; and

WHEREAS, the City of Washington is a community built on faith, family, and the freedoms that Charlie Kirk championed throughout his life, and the City Council finds that honoring his memory reflects the values of this community; and

WHEREAS, the City Council believes that the memory of those who are martyred for their faith and their convictions should be honored, remembered, and never forgotten; and

WHEREAS, NCGS 160A-67 vests the government and general management of the city in the City Council, and the Council exercises authority over City-owned property, including the display of flags on City buildings and grounds; and

WHEREAS, the City Council finds that ordering flags to half-staff on the second anniversary of Charlie Kirk's assassination is a fitting and appropriate expression of the City of Washington's values and its solidarity with the cause of faith, free speech, and the defense of the Gospel;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. Half-Staff Order. The City Council hereby orders that all flags displayed on City of Washington property shall be flown at half-staff from sunrise on Wednesday, September 10, 2027, through sunset on Tuesday, September 16, 2027 — a full seven days — in solemn remembrance of the second anniversary of the assassination of Charlie Kirk. **SEPTEMBER 15-22, 2026 in honor of the first anniversary.**

Section 2. Purpose. The lowering of flags is ordered to honor the memory of Charlie Kirk as a Christian martyr, a defender of free speech, and a champion of the values of faith, family, and freedom that are held dear by the people of the City of Washington.

Section 3. Public Observance. The City Council encourages the citizens of Washington, local businesses, churches, and civic organizations to join the City in observing this day of

remembrance by lowering their flags to half-staff and taking a moment to reflect on the importance of free speech, religious liberty, and the courage to stand for one's convictions.
Section 4. Annual Observance. The City Council declares its intent that the week of September 10 through September 16 shall be recognized annually in the City of Washington as a week of remembrance for Charlie Kirk. The City Clerk shall ensure that this observance is placed on the City's official calendar and that flags are lowered to half-staff on City property each year from September 10 through September 16 going forward, unless otherwise directed by the City Council.
Section 5. Public Statement. The City Clerk shall prepare a public statement, approved by the City Council, to be published on the City's website and official social media channels on or before September 10, 2027, and a brief statement this week honoring the memory of Charlie Kirk and explaining the purpose of the week-long half-staff observance.
Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

Councilmember Davis reviewed the request with Council. Discussion was held regarding Council's need to represent all people.

A motion was made by Councilmember Davis to adopt the resolution Ordering Flags on City Property to be Flown at Half-Staff on September 15-22, 2026 and September 10-16, 2027 in Honor of the Second Anniversary of the Assassination of Martyr Charlie Kirk. Motion dies for lack of a second.

DISCUSSION – BLIGHTED PROPERTIES/CODE ENFORCEMENT *{COUNCILMEMBER TYRE}*

Item removed from agenda

DISCUSSION – ELECTRIC/SUBSTATION *{COUNCILMEMBER TYRE}*

A motion was made by Councilmember Tyre and seconded by Councilmember Perreault to table this item. Motion carried.

DISCUSSION – HISPANIC HERITAGE *{COUNCILMEMBER TYRE}*

Kristi Roberson, Parks and Recreation Director responded to Councilmember Tyre's questions regarding the history of the Hispanic Heritage Festival. She also noted this is year three for the festival. Discussion was held regarding the possibility of ICE showing up at the event last year. Ms. Roberson stated we did not stop the event; we still assisted with raising funds. We had a presence at the event we just did not lead the event. This year there was some change in leadership (City Manager). This year a festival with a different approach will be hosted on 9/15/26 at the Bobby Andrews Recreation Center at the Viva La Vida ("Live Life") mural. The event will be focused on children with several local schools attending. Councilmember Tyre asked if the City assists a private individual with fundraising for events? Ms. Roberson stated not a private individual, but a non-profit, "yes".

Sarah Godley stated via an email that was sent to the former City Manager (Jon Rorie) that she was asked to assist a private individual with raising funds for the event. The item was presented to

the Human Relations Council and subsequently to the Tourism Development Authority (8-20-26). Ms. Godley stated during the TDA meeting she was asked if this event would conflict with the other event and she stated, "no". Councilmember Perreault stated the reason he asked that question during the TDA meeting was he had been told this event would be in conflict with the private citizens event. Councilmember Tyre stated there is not a conflict as one is sponsored by the City of Washington in September and the other is sponsored by an individual citizen in October.

Ms. Roberson invited everyone to attend the event developed and coordinated by Abigail Cabrera and Sarah Godley called "Colors of our Culture". The event is scheduled from 9 a.m.- 1 p.m. at the Bobby Andrews Recreation Center.

DISCUSSION – CITY DEBT (CURRENT DEBT) ***{COUNCILMEMBER TYRE}***

Councilmember Tyre asked for and received clarification on the existing debt for the City of Washington. Ms. Swindell stated at the end of August our debt owed was $17.7million. The total approved debt is an additional: $3.6 million for the Cherry Run pump station (this is approved by City Council and the Local Government Commission{LGC} but not in the budget yet), $9.9 million for the water treatment plant upgrade (this is also approved but not in the budget yet). We pay a debt service every month, which reduces our debt by $3.5million before the new debt goes into effect. As of right now, the current debt plus the approved debt is $31.2 million. Discussion was held regarding the AMI project. Our debt limit capacity is currently at 21%-22% with the August figures.

DISCUSSION – VACANT CITY COUNCIL SEAT ***{COUNCILMEMBER PERREAULT}***

Councilmember Perreault made a motion to accept applications for a period of two to three months to fill the vacant Council seat. Motion dies for lack of a second.

Councilmember Perreault stated this is the second time Council has denied this item. Councilmember Tyre noted there are three ways to fill the vacant seat. There was a consensus from Council not to use the application process.

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

Councilmember Horton asked can we change when the agenda is distributed? The City Clerk noted the agenda went out a day late due to a holiday. The agenda is typically distributed on the Wednesday before the Monday meeting. Councilmember Horton would like more time to review the agenda. The Rules of Procedure state that if a Councilmember gets an item to the Clerk within two working days of the meeting, she is supposed to add the item to the agenda. The City Attorney noted it can be difficult for the Clerk to get the agenda out on time when she receives nineteen agenda items on Wednesday that need to be added. Councilmember Horton stated he did not want to add any additional pressure to the staff and if the distribution day needs to stay like it is, he is okay with that.

Councilmember Horton commended the staff members (Abigail, Sarah and Kristi) who spoke before Council regarding the Hispanic Heritage Festival, noting it took a lot of courage for them to speak up and say that a Council member was wrong. Councilmember Horton stated we need to protect our staff.

CLOSED SESSION:

UNDER NCGS 143-318.11 (A)(3) ATTORNEY/CLIENT PRIVILEGE

By motion of Councilmember Davis, seconded by Councilmember Tyre, Council entered into closed session under NCGS 143-318.11 (A)(3) Attorney/Client Privilege.

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council returned to open session.

ADJOURN:

By motion of Councilmember Horton, seconded by Councilmember Perreault, Council adjourned the meeting at 10:50pm.

(Subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

The Washington City Council met in a special meeting on Thursday, October 1, 2026, at 9:30am in the Council Chambers at the Municipal Building. Present: Ellen Brabo, Mayor; Anthony Tyre, Councilmember; Max Perreault, Councilmember; Joe Davis, Councilmember and Antwan Horton, Councilmember. Tammy Swindell, Acting City Manager; Franz Holscher, City Attorney; and Cynthia Sullivan Bennett, City Clerk were also in attendance.

APPROVE – UPDATE TO PERSONNEL POLICY ARTICLE VI, SECTION 1 HOLIDAYS/LEAVE AND ADOPT BUDGET ORDINANCE AMENDMENT

Tammy Swindell, Acting City Manager, stated the request is for consideration to add Columbus Day (second Monday in October) and Presidents' Day (third Monday in February) to the list of approved holidays under Article VI, Section 1. Holidays/Leave of the Personnel Policy. With the addition of these two holidays, our schedule would align with the Federal schedule. This does not affect non-administrative fire personnel who will continue to receive eleven shift days per year. Columbus Day is observed on October 12th; therefore, if this action is approved, the City Council meeting will need to be rescheduled. The departments can absorb the cost in their existing budgets with the exception of the Airport.

Councilmember Tyre expressed concern with the term "Columbus Day" as there is controversy with that name instead.

A motion was made by Councilmember Perreault to approve the request as presented. The motion was seconded by Councilmember Tyre.

Councilmember Tyre expressed concern again with the wording "Columbus Day". Mayor Brabo stated we could amend the motion to state Indigenous Peoples' Day/Columbus Day. Discussion continued. Councilmember Davis prefers to let the new City Manager present this. Councilmember Horton stated if this was approved would we need to move the October meeting, staff responded, "yes".

Councilmember Perreault would like to amend his motion to reflect Columbus Day/Indigenous Peoples' Day and Presidents Day. Discussion.

Councilmember Tyre removed his second to the original motion and Councilmember Perreault withdrew his motion.

Councilmember Perreault made a motion to approve the request adding Columbus Day/Indigenous Peoples' Day and Presidents Day to the adopted holidays listed in the Personnel Policy. Motion dies for lack of a second.

By motion of Councilmember Perreault, seconded by Councilmember Tyre, Council approved the request as presented with the name changed to add Indigenous Peoples' Day (not Columbus Day) and Presidents Day to the adopted holidays listed in the Personnel Policy for full-time employees and the City Manager and adopted the Budget Ordinance Amendment. Motion carried 3-1 with Councilmember Davis opposing. (Indigenous Peoples' Day will be listed in the Personnel Policy instead of Columbus Day.)

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 Airport Fund revenue budget be increased or decreased by the respective amounts indicated:

037-3991-9910	Fund Balance Appropriated	500

Section 2. That the following accounts of the Airport Fund appropriations budget be increased or decreased by the respective amounts:

037-4530-0200	Salaries	464
037-4530-0500	FICA	36
	Total	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 1st day of October 2026.

Ellen Braboo
MAYOR

ATTEST:

CITY CLERK

WASHINGTON CORPORATION Seal NORTH CAROLINA

ARTICLE VI. HOLIDAYS AND LEAVE

VI. Section 1. Holidays

(a) The City will observe the following days as holidays with pay for full-time employees and the City Manager:

New Year's Day

Martin Luther King, Jr. Day
Presidents' Day
Easter (observed on Good Friday)
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas, three (3) workdays (see Christmas holiday schedule below)

(b) When a holiday falls on a Saturday or a Sunday, the next Monday shall be observed as the holiday, with the exception of Easter, which is observed on the Friday before Easter.

When Christmas Falls On:	The City Observes:
Sunday	Friday, Monday, Tuesday
Monday	Monday, Tuesday and Wednesday
Tuesday	Monday, Tuesday and Wednesday
Wednesday	Tuesday, Wednesday and Thursday
Thursday	Wednesday, Thursday and Friday
Friday	Thursday, Friday and Monday
Saturday	Thursday, Friday and Monday

(a) Non-administrative fire personnel will receive eleven (11) shift days per year for holiday leave in lieu of the following holidays: New Year's Day, Martin Luther King, Jr. Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and (2) days for Christmas.

(b) Front-loading of holiday leave may be permitted for shift employees at the discretion of the department head due to the unique problems often created by shift work. Front-loading of holiday leave will also apply to the License Plate Agency (LPA) due to Department of Motor Vehicles (DMV) holiday policy differs from City policy. Any City observed holiday that is not observed by DMV or falls on a Saturday and the DMV observes that holiday on Friday, LPA staff will be allowed to front-load those holidays.

(c) Regular holidays which occur during a vacation, sick or other paid leave period of an employee should not ordinarily be considered as vacation, sick or other leave.

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

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

By motion of Councilmember Perreault, seconded by Councilmember Horton, Council returned to open session.

ADJOURN:

By motion of Councilmember Tyre, seconded by Councilmember Horton, Council adjourned the meeting until October 13, 2026, at 5:30 pm in the City Council Chambers at the Municipal Building.

s/Cynthia S. Bennett, MMC
City Clerk

Agenda Date: 11/9/26

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Brabo & Members of the City Council**
From: **Kimberly Davenport, Library Director**
Date: **11/2/26**
Subject: **Appropriate Donations for Museum Project**
Applicant Presentation: **NA**
Staff Presentation: **NA**

RECOMMENDATION:
I move that the City Council authorize the George H. and Laura E. Brown Library to appropriate donations in the sum of $2,390.00 to cover the purchase and installation of STAS picture hanging systems for the Washington's Museum of the Pamlico.

BACKGROUND AND FINDINGS:
We currently have picture rail in one room. Acquisitions continue to grow and the addition of picture rail in the remaining rooms will fulfill the need to keep archival portraits and exhibits on display, rather than in storage.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account _____) X Requires additional appropriation ____No Fiscal Impact

SUPPORTING DOCUMENTS
Budget Ordinance

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:

010-3350-2001	Donations	$	2,390

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for the picture rail project at the museum:

010-6110-1500	Maintenance/Repairs Building	$	2,390

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 9th day of November 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Brabo & Members of the City Council**
From:	**Tammy Swindell, CFO**
Date:	**November 9, 2026**
Subject:	**Budget Schedule**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:
I move that City Council adopt the FY 27/28 Fiscal Year Budget Preparation and Adoption Schedule.

BACKGROUND AND FINDINGS:

PREVIOUS LEGISLATIVE ACTION
N/A

FISCAL IMPACT
___ Currently Budgeted (Account _____) ___ Requires additional appropriation X No Fiscal Impact

SUPPORTING DOCUMENTS
Schedule

Budget Schedule 2026-2027

Scheduled Week Of	Status	Budget Task
11/30/26		CIP template distributed to Management Team
12/21/26		Outside Agency Budget Requests Distributed
12/28/26		Budget Packets Distributed to Management Team
12/28/26		CIP worksheets due back to Finance
01/13/27		Strategic Budget Working Session- City Council
01/25/27		CIP review with Manager
01/25/27		Revenue Estimate General Fund- Finance
01/25/27		Outside Agency Budget Requests Submitted
02/08/27		Continuation Budgets & Fee Manual changes submitted to Finance
02/08/27		Expansion Budgets submitted to Finance
02/08/27		CIP review with Council
03/01/27		Budget Compiled by Finance
03/15/27	Schedule 3/15-18	Budget Review with Manager- General Fund
03/15/27	Schedule 3/15-18	Budget Review with Manager- Electric Fund
03/15/27	Schedule 3/15-18	Budget Review with Manager- Public Works
04/12/27		Manager's Recommended Budget Presented to Council
04/12/27		Budget Available for Public Viewing at City Clerk's Office, Library, and Website
04/12/27		Advertise Public Hearing for Budget
04/12/27		Council Budget Questions/Clarification to City Manager
04/26/27	Scheduled entire week	Council Budget Workshops
04/26/27		Public Hearing- Budget
05/10/27		Budget Adopted
05/10/27		Budget Posted to Website

City of Washington NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Brabo & Members of the City Council**
From:	**Cynthia Sullivan Bennett, City Clerk**
Date:	**November 9, 2026**
Subject:	**Public Hearing: Taxicab Certificate of Convenience(Collins Cab)**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:
I move that a Certificate of Convenience and Necessity be issued to Melvin Collins with one vehicle for Collins Cab Service.

BACKGROUND AND FINDINGS:
After being properly advertised, City Council will hold a public hearing on November 9, 2026 to consider the application for a Certificate of Convenience and Necessity by Melvin Collins to operate one vehicle in the City of Washington as Collins Cab Service. Per the application, one vehicle will be operated in the City limits from the terminal located at 124 River Road Estates, Washington, NC.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT
__ Currently Budgeted (Account _____) ___ Requires additional appropriation __X_ No Fiscal Impact

SUPPORTING DOCUMENTS
Application

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Washington City Council will hold a public hearing on Monday, November 9, 2026 at 6:00 p.m. or soon thereafter as time allows in the City Council Chambers of the Municipal Building, located at 102 East Second Street, Washington, NC, pursuant to an ordinance entitled "Taxicabs" for regulating and licensing taxicabs and taxicab drivers and providing penalties for violations. Said ordinance was adopted October 9, 1972. The public hearing is to consider and act upon an application of Melvin Collins for a CERTIFICATE OF CONVENIENCE AND NECESSITY to operate one vehicle doing business as Collins Cab Service in the City of Washington, North Carolina.

All interested citizens and all parties of interest will be given an opportunity to be heard at the public hearing.

Cynthia Bennett
City Clerk
City of Washington, N.C.

Washington Daily News:
Oct. 17, 2026
HEARING 11.9.26

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

DATE 1/7/26

TO: City Council
City of Washington, N. C.

Via: City Clerk

I, Melvin Collins trading as the owner of Collins Cab Service

hereby make application pursuant to AN ORDINANCE REGULATING AND LICENSING TAXICABS AND TAXICAB DRIVERS and providing penalties for the violation thereof, effective October 9, 1972, for a Certificate of Convenience and Necessity for the operation of Collins taxicabs in the City of Washington, North Carolina.

I certify that if granted a Certificate of Convenience and Necessity for the operation of a taxicab I will abide by all the laws of the State of North Carolina and all ordinances of the City of Washington, and all rules and regulations adopted for the regulation of all taxicabs in the City of Washington, North Carolina.

Melvin Collins
SIGNATURE

124 River Road Estate Washington N.C. 27889
ADDRESS

This application to be filed with the City Clerk in triplicate (3) and to be accompanied by check for $25.00 (Privilege License Tax) for each vehicle operated under a Certificate of Public Convenience and Necessity.

DISTRIBUTION:

1. City Clerk
2. City Manager
3. Police Chief (for report)

Mayor
Ellen C. Brabo

City Manager
Pauline Armstrong

City of Washington
NORTH CAROLINA

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: **November 02, 2026**
Subject: **PO's > $50,000**

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

PO Number	Amount	Vendor	Description
070596	$81,869.45	McNAUGHTON-McKAY ELECTRIC	REPLACE AND RETROFIT 2 NEW POWERFLEX DRIVE AT RWTP
070603	$210,000.00	PITT COUNTRY MART	GASOLINE FOR TANKS 1 & 3
070551	$83,842.17	JAVELIN AV LLC	TELEVIC CONFERENCE AND MEETING-MANAGEMENT PLATFORM- CITY COUNCIL
070560	$50,000.00	FERGUSON US HOLDINGS INC	ELECTRIC METERS AND HANDHELD DEVICES FOR THE AMI PROJECT

Mayor
Ellen C. Brabo

City Manager
Pauline Armstrong

City of Washington
NORTH CAROLINA

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: **November 02, 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.

010-4400-5701	-$3000.00
010-4132-4501	$3,000.00

Council

Request for Transfer of Funds

Date: 10/8/2026

TO: City Manager or Finance Director

RECEIVED
OCT 08 2026

FROM: ***Finance***

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Project Account	Account Name	Amount
FROM:	Miscellaneous	010-4400-5701	None	Miscellaneous	3000.00
TO:	IT	010-4132-4501	None	Program Enhancements	3000.00

For the purpose of: Server migration and SQL license costs

Jamie Bivens
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

10/8/26
Date

Copy to Heather

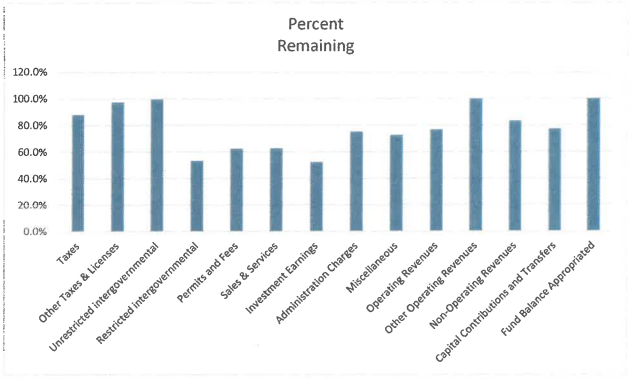
Financial Update

For Quarter Ending September 30, 2026

General Fund

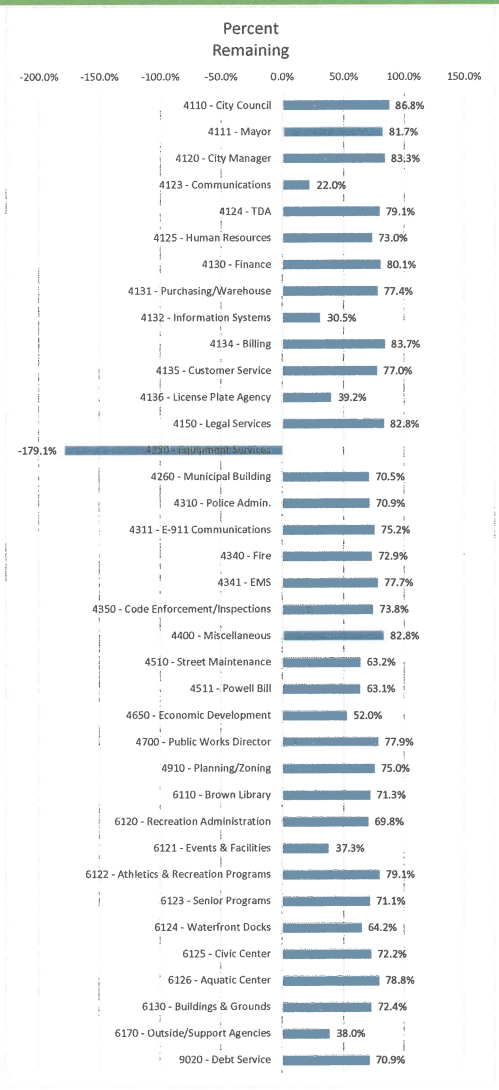
Revenues by Major Category

Revenue Category	2026/2027 Budget	Year to Date Actuals	Difference	Percent Remaining
Taxes	7,202,251	851,553	6,350,698	88.2%
Other Taxes & Licenses	5,162,998	126,310	5,036,688	97.6%
Unrestricted intergovernmental	2,325,178	5,724	2,319,454	99.8%
Restricted intergovernmental	494,147	229,436	264,711	53.6%
Permits and Fees	152,500	57,037	95,463	62.6%
Sales & Services	2,102,256	782,263	1,319,993	62.8%
Investment Earnings	200,000	95,054	104,946	52.5%
Administration Charges	4,807,685	1,180,567	3,627,118	75.4%
Miscellaneous	28,100	7,600	20,500	73.0%
Operating Revenues	197,000	45,719	151,281	76.8%
Other Operating Revenues	15,000	0	15,000	100.0%
Non-Operating Revenues	6,000	1,000	5,000	83.3%
Capital Contributions and Transfers	1,984,811	450,303	1,534,508	77.3%
Fund Balance Appropriated	1,092,924	0	1,092,924	100.0%
Total General Fund Revenues	**25,770,850**	**3,832,567**	**21,938,283**	**85.13%**



General Fund Expenditures by Division

Division	2026/2027 Budget	Year to Date Actuals	Encumbrances	Difference	Percent Remaining
4110 - City Council	100,318	13,200	0	87,118	86.8%
4111 - Mayor	29,070	5,332	0	23,738	81.7%
4120 - City Manager	581,375	97,227	0	484,148	83.3%
4123 - Communications	41,000	0	32,000	9,000	22.0%
4124 - TDA	199,249	41,601	0	157,648	79.1%
4125 - Human Resources	521,230	119,044	21,721	380,465	73.0%
4130 - Finance	1,005,907	200,590	0	805,317	80.1%
4131 - Purchasing/Warehouse	350,666	76,397	2,686	271,582	77.4%
4132 - Information Systems	830,387	330,320	246,412	253,655	30.5%
4134 - Billing	216,099	35,300	0	180,799	83.7%
4135 - Customer Service	773,031	177,663	0	595,368	77.0%
4136 - License Plate Agency	77,804	47,301	0	30,503	39.2%
4150 - Legal Services	198,300	34,051	0	164,249	82.8%
4250 - Equipment Services	121,284	107,518	231,008	-217,242	-179.1%
4260 - Municipal Building	326,185	96,210	0	229,975	70.5%
4310 - Police Admin.	4,894,785	1,151,591	270,515	3,472,679	70.9%
4311 - E-911 Communications	609,910	151,469	0	458,441	75.2%
4340 - Fire	1,578,851	392,283	35,642	1,150,926	72.9%
4341 - EMS	4,546,694	1,000,560	13,495	3,532,639	77.7%
4350 - Code Enforcement/Inspections	297,719	77,892	0	219,827	73.8%
4400 - Miscellaneous	1,288,019	221,354	0	1,066,665	82.8%
4510 - Street Maintenance	894,419	181,920	147,070	565,430	63.2%
4511 - Powell Bill	354,159	50,524	80,311	223,323	63.1%
4650 - Economic Development	422,370	202,947	0	219,423	52.0%
4700 - Public Works Director	168,415	37,164	0	131,251	77.9%
4910 - Planning/Zoning	390,283	90,152	7,500	292,631	75.0%
6110 - Brown Library	787,383	168,696	57,075	561,611	71.3%
6120 - Recreation Administration	414,281	122,174	2,898	289,209	69.8%
6121 - Events & Facilities	36,250	10,636	12,100	13,514	37.3%
6122 - Athletics & Recreation Programs	241,907	41,196	9,271	191,440	79.1%
6123 - Senior Programs	307,532	63,460	25,478	218,594	71.1%
6124 - Waterfront Docks	206,703	74,011	0	132,692	64.2%
6125 - Civic Center	377,242	100,853	3,941	272,448	72.2%
6126 - Aquatic Center	505,205	97,563	9,474	398,169	78.8%
6130 - Buildings & Grounds	1,045,018	229,715	58,709	756,594	72.4%
6170 - Outside/Support Agencies	71,800	44,500	0	27,300	38.0%
9020 - Debt Service	960,000	279,400	0	680,600	70.9%
Total General Fund Expenditures	**25,770,850**	**6,171,814**	**1,267,307**	**18,331,729**	**71.13%**



Financial Update
For Quarter Ending September 30, 2026

Enterprise Funds

Revenues by Fund

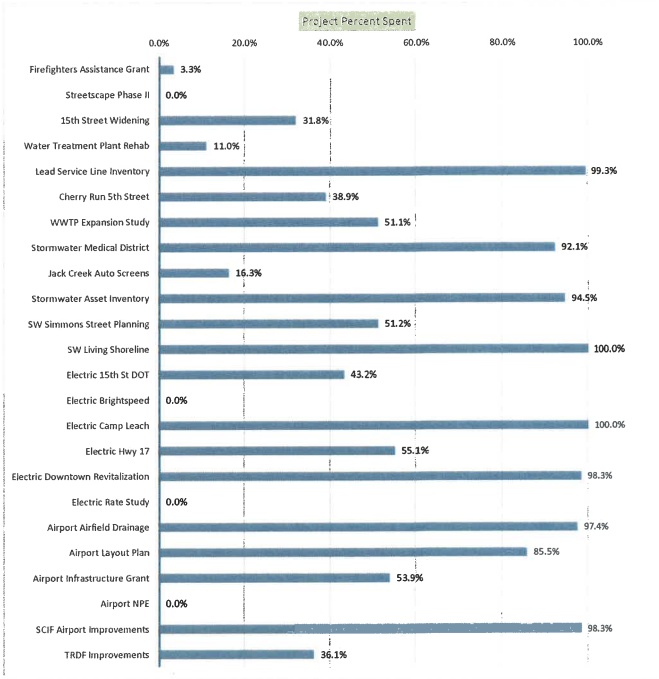
Fund	2026/2027 Budget	Year to Date Actuals	Difference	Percent Remaining
Water	6,331,583	1,007,377	5,324,206	84.1%
Sewer	5,291,892	1,506,858	3,785,034	71.5%
Stormwater	2,435,878	391,408	2,044,470	83.9%
Electric	44,989,172	9,531,657	35,457,515	78.8%
Airport	1,246,901	451,875	795,026	63.8%
Solid Waste	2,795,870	421,329	2,374,541	84.9%
Cemetery	396,511	81,176	315,335	79.5%
Total Enterprise Funds Revenue	63,487,807	13,391,678	50,096,129	78.91%

Expenditures by Category

Fund	2026/2027 Budget	Actual & Encumbrances	Difference	Percent Remaining
Water				
Personnel	1,559,723	329,771	1,229,952	78.9%
Operating	2,669,310	1,037,211	1,632,099	61.1%
Capital	1,350,551	402,806	947,745	70.2%
Debt	751,999	181,768	570,231	75.8%
	$6,331,583	$1,951,556	$4,380,027	69.18%
Sewer				
Personnel	1,568,363	332,418	1,235,945	78.8%
Operating	2,865,590	905,486	1,960,104	68.4%
Capital	481,889	320,436	161,453	33.5%
Debt	376,050	0	376,050	100.0%
	$5,291,892	$1,558,339	$3,733,553	70.55%
Stormwater				
Personnel	480,690	104,097	376,593	78.3%
Operating	1,000,723	317,265	683,458	68.3%
Capital	553,000	27,000	526,000	95.1%
Debt	401,465	97,376	304,089	75.7%
	$ 2,435,878	$ 545,738	$1,890,140	77.60%
Electric				
Personnel	4,323,619	958,762	3,364,857	77.8%
Operating	33,705,426	7,742,271	25,963,155	77.0%
Capital	5,548,751	784,411	4,764,340	85.9%
Debt	1,411,376	352,843	1,058,533	75.0%
	$ 44,989,172	$ 9,838,287	$35,150,885	78.13%
Airport				
Personnel	293,441	59,526	233,915	79.7%
Operating	953,460	685,623	267,837	28.1%
Capital	0	0	0	0.0%
Debt	0	0	0	0.0%
	$ 1,246,901	$ 745,149	$501,752	40.24%
Solid Waste				
Personnel	1,015,572	226,459	789,113	77.7%
Operating	1,020,486	209,278	811,208	79.5%
Capital	612,517	612,517	0	0.0%
Debt	147,295	53,084	94,211	64.0%
	$ 2,795,870	$ 1,101,339	$1,694,531	60.61%
Cemetery				
Personnel	291,055	62,825	228,230	78.4%
Operating	105,456	24,859	80,597	76.4%
Capital	0	0	0	0.0%
Debt	0	0	0	0.0%
	$ 396,511	$ 87,683	$308,828	77.89%

Project Funds Expenses

Project	Budget	Actual to Date	% spent
Firefighters Assistance Grant	189,350	6,270	3.3%
Streetscape Phase II	892,500	0	0.0%
15th Street Widening	324,178	103,173	31.8%
Water Treatment Plant Rehab	10,726,452	1,182,113	11.0%
Lead Service Line Inventory	519,200	515,725	99.3%
Cherry Run 5th Street	4,018,824	1,563,741	38.9%
WWTP Expansion Study	400,000	204,457	51.1%
Stormwater Medical District	7,436,176	6,849,481	92.1%
Jack Creek Auto Screens	365,000	59,392	16.3%
Stormwater Asset Inventory	400,000	377,850	94.5%
SW Simmons Street Planning	390,000	199,495	51.2%
SW Living Shoreline	500,000	500,000	100.0%
Electric 15th St DOT	35,000	15,108	43.2%
Electric Brightspeed	54,468	0	0.0%
Electric Camp Leach	64,894	64,894	100.0%
Electric Hwy 17	2,881,805	1,586,856	55.1%
Electric Downtown Revitalization	10,000	9,828	98.3%
Electric Rate Study	5,000	0	0.0%
Airport Airfield Drainage	1,907,998	1,857,671	97.4%
Airport Layout Plan	496,573	424,768	85.5%
Airport Infrastructure Grant	585,000	315,316	53.9%
Airport NPE	209,592	0	0.0%
SCIF Airport Improvements	20,649,536	20,290,617	98.3%
TRDF Improvements	14,200,000	5,131,394	36.1%



OCW Washington-Warren Airport

- *Washington, North Carolina. Q3 2026*
- *-1,684 known flight operations.*
- *-Includes Small GA, Business, Jet, Military & State Forestry.*
- *-64,705.00 total gallons of fuel sold.*
- *-$367,097.10 in total fuel revenue.*
- *-Projects, progress, New STEM building, complete and in use. Airfield Drainage completed. Planning and engineering for aviation industrial park continuing. North GA addition of hangars nearing completion.*





LIBRARY SERVICES

CITY OF WASHINGTON, NORTH CAROLINA

Q3
2026
July - Sept



Summer Finale with Magician Mr. Fantastic!

14,305
LIBRARY VISITORS
MUSEUM VISITORS
3506

Ribbon Cutting - July 3rd



44,007
Wireless Engagement

24,001
Collection Usage

Washington's Museum of the Pamlico



10,687
Digital Downloads

3219
Program Attendance

State Archives of NC







NC Symphony

Partnerships in Action

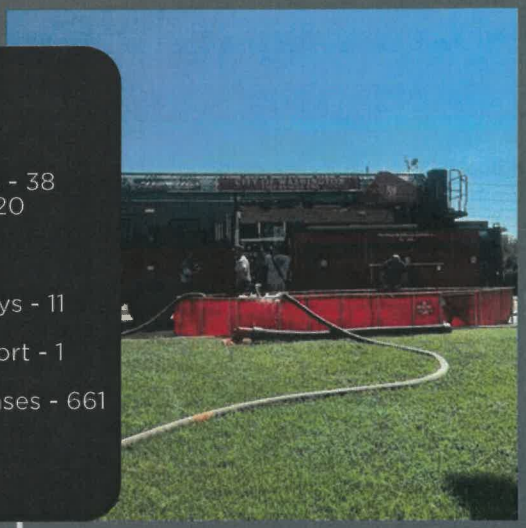
GEORGE H. & LAURA E. BROWN LIBRARY EST 1911

George H & Laura E Brown Library
122 Van Norden, Washington, North Carolina 27889 | (252) 946-4300
https://washington-nc.libguides.com/home

WASHINGTON FIRE/RESCUE/EMS

2026 3rd Quarter Overview

Q3 2026
July - September



FIRE

FIRE INCIDENTS - 446

- Medical Assist - 273
- Fire Alarms - 53
- Motor Vehicle Collisions - 38
- Hazardous Situations - 20
- Public Service - 20
- Fires - 13
- Non-Emergency - 13
- Confined Space Standbys - 11
- Rescues - 4
- Law Enforcement Support - 1
- Total Apparatus Responses - 661



EMS

EMS UNIT RESPONSES - 999

- Patient Transport Records - 664
- Refusal Records - 159
- Responses count each incident/unit once.
- Outcomes count patient-report records.



FM

FIRE MARSHAL OFFICE

- Initial Inspections - 139
- Violations Identified - 143
- Plan Reviews - 7
- Permits Issued - 8



COMMUNITY OUTREACH

- 5 Community Events
- 1,319 Citizens Reached Through Public Education & Outreach

CITY OF WASHINGTON HUMAN RESOURCES

Q3 2026
July-September

HIRING STATISTICS-



Jobs Posted- 12
Number of Applications Received- 196
New Hires in New Hire Orientation- 2

EMPLOYEE STATISTICS-

Total Employees- 280
New Hires- 4
Separations- 19
Appraisals- 75
Average Salary- $64,920

EMPLOYEE EVENTS

- July - "Healthy You BINGO 2026!" Challenge, 155 employees patricpated.
- September- Freeze Pops for staff!

SAFETY & RISK



Safety Meetings-
July- Weather Related Emergencies & Heat Stress
August- HAZ COM & Heat Stress
September- First AID, CPR, AED & Heat Stress



656 DAYS WITHOUT A LOST TIME INJURY!

PUBLIC WORKS

Q3
2026
Jul – Sep

STREETS

- Streets Swept: 1068 mi
- Street Cuts / Potholes Repaired: 45
- Curb Maintenance: 275 LF
- Driveways Installed/ Replaced: 75 LF
- Sidewalk Constructed/ Replaced: 200 sq. ft.
- Street Signage Installed/ Replaced: 16





SANITATION

- Residential Garbage Collected: 856 tons
- Commercial Garbage Collected: 999 tons
- Bulky Trash Collected: 18 tons
- Recycling Collected: 68 tons
- Recycled Glass Collected: 19 tons

CEMETERY

8 Lots Sold

18 Burials

8 Cremations

WATER RESOURCES

TOTAL TREATED WATER:
RWTP = 261,788,000 gal

TOTAL TREATED DISCHARGE:
WWTP = 182,734,000 gal

PUBLIC WORKS

Q3
2026
Jul - Sep

STORMWATER

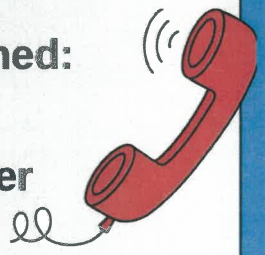
- Ditches Maintained: 110,349 LF
- Catch Basins Cleaned/Repaired: 3,261
- Storm Drain Pipes Cleaned/Repaired: 295 LF



WATER & SEWER

Sewer Maintenance Inspections: 497

Sewer Lines Cleaned: 414 LF



Backed Up Sewer Calls: 26

New Water & Sewer Taps: 17

811 Locate Tickets: 737

Customer Service Water Leak Calls: 19

Water Leak Repairs on Mains & Service Lines: 10

HIGHLIGHTS:

- New front load commercial trash truck and new rear load residential trash truck now in service.
- A new crawler camera for inspecting sewer lines and storm drains now in service. This item gives the ability to pinpoint blockages, cracks, or tree roots without having to dig up yards or streets.
- Broke ground at Regional Water Treatment Plant for improvements, including the addition of a third Waste Holding Basin.









City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Brabo & Members of the City Council**
From:	**Cynthia S. Bennett, City Clerk**
Date:	**November 9, 2026**
Subject:	**Appointments to Washington-Warren Airport Advisory**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:

I move that the City Council appoint _____ to the Airport Advisory Board to fill a vacant position. Term to expire June 30, 2027. {Max Perreault - Council Liaison}

I move that the City Council appoint _____ to the Airport Advisory Board to fill a vacant position. Term to expire June 30, 2028. {Max Perreault - Council Liaison}

BACKGROUND AND FINDINGS:

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Applications

Washington-Warren Airport

EDIT CONTENT EDIT METADATA ADMIN PANEL HELP

Meets Second Tuesday at 4:00pm	**Terms Expires:(Three Year Term)**
Trent Midgette (outside)	June 30, 2027
Vacant	June 30, 2027
Shannon Russell (inside)	June 30, 2028
Vacant	June 30, 2028
Jeff Tripp (outside)	June 30, 2029
Emeritus Member	-
Jeffrey Beerer (outside)	June 30, 2029

Requested Board Airport Advisory Board; Washington Warren Airport

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

NAME Alvin D. Powell

ADDRESS 31 Bowspirt Place, Bath, NC 27808

PHONE (WORK) _____ **(HOME)** (609) 412-9743

E-MAIL ADDRESS mmadpowell@hotmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (☐) NO (☑)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 24 **YEARS**

YEARS OF EDUCATION 18+

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 attached page.

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.

10/30/26
Date

Alvin D. Powell
Signature

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

Alvin D. Powell

- Fayetteville State University; 4-year BS Degree in Business Administration; Accounting minor.
- Five (5) years; Asst. National Bank Examiner-US Treasury Department. Developed an expertise in all aspects of banking including retail and commercial lending protocols.
- Post graduate credits in accounting and banking.
- Thirty years; Special Agent in the Federal Bureau of Investigation (FBI); worked white collar, general property and counterterrorism investigations.
- Retired as a Supervisory Special Agent and Chief of a high-profile Counterterrorism Unit at FBI Headquarters, Washington, DC.
- Completed an Executive Management Program-Kellogg School of Management; Northwestern University while at FBI Headquarters.
- Completed a Project Management Course while at FBI Headquarters.
- 2 years; Senior Program Management Analyst-Contractor; FBI Counterterrorism Division after retiring as a Special Agent.
- FBI single & multi-engine airplane pilot; helicopter experience.
- FAA Certified Flight Instructor; single engine, multi-engine and Instrument.
- FAA Commercial Drone Pilot.
- Former Instructor at BCCC; Part 107 Drone Course.
- Instructor at BCCC; Basic Law Enforcement Training course.
- Wrote the Emergency Response Plan for the Washington Warren airport.
- Built two metal STEM buildings at the Washington Warren airport in 2018 and 2026.
- Founder and past President of the Inner Banks STEM Center, Washington Warren Airport; 501c3 program that exposes students to aviation, boating, drones, and earth science.
- Staff officer and Instructor with the US Coast Guard Auxiliary.

Requested Board Washington-Warren Airport Advisory

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

NAME Jacob N Canady

ADDRESS 571 Sawmill Landing Bath, NC 27808

PHONE (WORK) 252-945-8260 **(HOME)** _____

E-MAIL ADDRESS Canadyj06@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (☐) NO (☑)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 20 **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 have been involved in aviation for over 20 years. Started out as a hobby then carried on into military service and now as a corporate pilot for 10 years. I am dual-rated in fixed-wing aircraft and rotary-wing aircraft.

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.

10/26/2026
Date

Jacob Canady
Signature

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

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Brabo & Members of the City Council**
From:	**Hope Woolard, Public Works Director**
Date:	**November 9, 2026**
Subject:	**Adopt Stormwater Asset Management Plan**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:

I move that City Council adopt the Stormwater Asset Management Plan.

BACKGROUND AND FINDINGS:

In July 2023, the City of Washington was awarded a grant from the NC Department of Environmental Quality Division of Water Infrastructure, to perform an Asset Inventory and Assessment on the City's stormwater conveyance assets. The City contracted with Rivers and Associates to assist with this project and has compiled a report to be used by the City. This report will be used to assist staff in planning for future needs of the stormwater conveyance system. This report is a living document, to be updated as conditions to the infrastructure change.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

_X_ Currently Budgeted (Account: 403-4751-0400) ___Requires additional appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

- Executive Summary attached

Executive Summary

The overall objective of asset management planning is to: *Deliver the required level of service to existing and future customers in a sustainable and cost-effective manner.*

The purpose of the City of Washington's Stormwater Asset Management Plan (SWAMP) is to ensure assets are operated and maintained, so they provide the required level of service for present and future customers in a sustainable and cost-effective manner.

This Plan provides the documentation and support for budget forecasting in future budget years for stormwater conveyance assets. The City of Washington (the City) should consider implementing a continuous improvement approach to asset management planning in the short term. The SWAMP should be reviewed annually for necessary modifications in support of the City's Stormwater Capital Improvement Plan (CIP).

The City of Washington owns and operates a stormwater conveyance system consisting of approximately thirty (30) miles of stormwater pipe/box culverts ranging in diameters from 8" – 102", nine-hundred-forty-five (945) catch basins, forty-seven (47) curb inlets, two-hundred-eighty-four (284) drop inlets, and five-hundred-thirty (530) junction boxes. The City also owns many box culverts that contribute to conveying stormwater. As hydraulic analyses of each box culvert were not performed and due to Geographical Information System (GIS) modeling software limitations, box culverts were converted to a single equivalent diameter pipe. Hence, the largest stormwater pipe in the City's stormwater conveyance system is a box culvert with an equivalent pipe size of approximately 102". The City also owns and maintains a stormwater pump station which conveys collected stormwater from Jacks Creek to the Pamlico River utilizing four (4) vertical turbine pumps and one (1) submersible pump.

The intent of asset management is to ensure the long-term sustainability of the stormwater utility. By assisting City management to make better decisions on when it is most appropriate to repair, replace, or rehabilitate particular assets and by developing a long-term funding strategy, the City can ensure its ability to deliver the required level of service perpetually.

The following basic approach was applied to asset management plan development.

1. Inventory Assets – Catalog the stormwater pipes, catch basins, curb inlets, drop inlets, junction boxes, and stormwater pump station.

2. Assess Condition of Assets – Determine which assets need repairs, rehabilitation, and replacement.

3. Rank & Prioritize Needs – Assess the 'criticality' of the assets by looking at the risk and consequence of failure.

4. Capital Improvement Plan – Establish a repair, replacement, and upgrade schedule for stormwater conveyance assets.



The overall condition of the stormwater conveyance system is considered to be **fair**. Current inspection and maintenance activities identify potential areas of concern and allow the City to proactively remedy problems before they become severe and threaten the operation and efficiency of the system.

The City has been proactive in evaluating/maintaining its stormwater conveyance system. However, due to the age of some of the conveyance system assets, there will likely be issues in the future that could impact their ability to operate efficiently. Continued daily monitoring and inspections will help identify potential problems and rehabilitation or replacement activities that will allow for continued sustainable operation of the system.

The City's approximate thirty (30) miles of stormwater piping is considered to be in fair condition. By looking at the age and estimated volume of stormwater through each pipe segment, the inventory assessment identified many conveyance lines as highly critical due to their increased risk and potential consequence of failure. The most critical pipelines were typically those that have the largest public safety, property damage, and economic impact, carry a significant amount of stormwater volume, and are of old age.

The City's nine-hundred-forty-five (945) catch basins located throughout the system are considered to be in fair condition. The catch basins were assessed similar to the conveyance lines

and many catch basins were identified as highly critical due to their increased risk and potential consequence of failure. The most critical catch basins were typically those that were in fair, poor, or unknown condition, had a high number of upstream structures, undersized pipe(s) connected to them, and are of old age.

The City's forty-seven (47) curb inlets located throughout the system are considered to be in fair condition. The catch basins were assessed similar to the conveyance lines and many curb inlets were identified as highly critical due to their increased risk and potential consequence of failure. The most critical curb inlets were typically those that were in unknown condition, had a high number of upstream structures, undersized pipe(s) connected to them, and are of old age.

The City's two-hundred-eighty-four (284) drop inlets located throughout the system are considered to be in fair condition. The drop inlets were assessed similar to the conveyance lines and many drop inlets were identified as highly critical due to their increased risk and potential consequence of failure. The most critical drop inlets were typically those that were in fair, poor, or unknown condition, had a high number of upstream structures, undersized pipe(s) connected to them, and are of old age.

The City's five-hundred-thirty (530) junction boxes located throughout the system are considered to be in fair condition. The junction boxes were assessed similar to the conveyance lines and many junction boxes were identified as highly critical due to their increased risk and potential consequence of failure. The most critical junction boxes were typically those that were in fair, poor, or unknown condition, had a high number of upstream structures, undersized pipe(s) connected to them, and are of old age.

The City's one (1) stormwater pump station is considered to be in fair condition. This assessment is based on the age of the station and its components, the operating capacity of the station, and physical inspections.

The City should consider using the databases, analysis methods, and mappings produced by this project, to increase the efficiency and effectiveness of operation, maintenance and replacement activities. These databases are also meant to be "living" documents, meaning they should be constantly updated so that the maintenance history and current status of assets can be quickly determined.

Based on findings from the asset inventory and analysis, as well as areas of concern provided by the City, several projects are recommended for inclusion by the City in the next CIP update.

- Clean and Closed-Circuit (CCTV) Inspection & Hydrologic Analysis - $350,000
- Simmons Street Drainage Improvements – Phase II - $4,910,700
- Simmons Street Drainage Improvements – Phase III - $3,836,200

- Jacks Creek Pump Station Automated Screens - $4,908,000
- 7th Street Park Sub-Basin Drainage Improvements - $605,100
- North Washington Sub-Basin Drainage Improvements - $6,971,800
- Washington Square Sub-Basin Drainage Improvements - $1,584,200
- Heritage Park Sub-Basin Drainage Improvements - $196,100
- Smallwood Subdivision Sub-Basin Drainage Improvements - $487,300

City of Washington NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo and Members of City Council
From: Josh Waters, Airport Manager
Date: November 9, 2026
Subject: Airport Infrastructure Grant Funds for FY 2026
Staff Presentation:

RECOMMENDATION:

I move that City Council adopt the Grant Project Ordinance Amendment for the FY 2026 Airport Infrastructure Grant (AIG) funds.

BACKGROUND AND FINDINGS:

The grant funds were awarded in October. Award ID 36237.38.21.1. The matching funds are to be paid with TRDF grant funding.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account _____) _X__ Requires additional appropriation
___No Fiscal Impact

SUPPORTING DOCUMENTS

Grant Project Ordinance Amendment
Award Letter

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

10/09/2026

The Honorable Ellen Brabo, Mayor
City of Washington
P.O. Box 1988
Washington, NC 27889

RE: AMENDED NOTIFICATION OF AWARD
(This letter overrides previous award letter dated 09/12/2025)

Dear Ms. Brabo:

On behalf of N.C. Governor Josh Stein, Transportation Secretary Daniel H. Johnson, and the NC Board of Transportation, please be advised that **additional** Airport Infrastructure Grant (AIG) funds have been allocated under the State Block Grant Program for Federal Fiscal Year (FFY) 2026 for **Washington-Warren Airport**.

Furthermore, all final billing of funds must be completed by date shown in table below, unless otherwise approved in writing by the Division of Aviation. The Division of Aviation will remove any unexpended funds from the project grant at that time.

The specific work elements and **additional** funding allocation is noted below:

Award ID	Description	AIG Funds	Local Funds	Expiration Date
36237.38.21.1	Construct Hangar Taxilane (CON)	$137,000	$7,211	5/1/2030
36237.38.21.1	Construct Hangar Taxilane (CON)	$585,000	$30,790	5/1/2029

Upon receipt of this award letter, the Division of Aviation requires that you submit a Change Request for additional funding and to modify the scope of the agreement (if applicable). Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation, as a programmatic and financial partner in this project, also appreciates the opportunity to attend and/or participate in all public engagements related to this project, including any groundbreakings or other announcement events.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: ncdot.gov/aviation

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

Signed by:
Nick Short
9C4D45D897794C2...
Nick Short, P.E., P.L.S.
Director of Aviation

NAS/ah

cc: Joshua Waters, Airport Manager, Washington-Warren Airport
Tammy Swindell, Acting City Manager, Washington County
Tommy Mann, P.E., Aviation Development Manager/Deputy Director, NCDOT
Stephen Odom, P.E., Airport Project Manager, NCDOT

A GRANT PROJECT ORDINANCE FOR

AIRPORT INFRASTRUTURE GRANT/STATE BLOCK GRANT PROGRAM
PROJECT NORTH GA AREA BILAIG2026 36237.38.21.1
CITY OF WASHINGTON
FOR FISCAL YEAR 2026-2027

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 Airport Infrastructure Grant for project North GA Area BILAIG2026 36237.38.21.1.

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 amounts are appropriated for the project:

606-8290-4502	Construction Project BILAIG2026	$137,000

Section 4. The following revenue is anticipated to be available to complete this project:

606-3480-0532	Federal Grant Funds Project BILAIG2026	$137,000

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 Airport 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 9th day of November, 2026.

_____
Mayor

Attest:

_____
City Clerk

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Brabo & Members of the City Council
From: Glen Moore, Planning Administrator
Date: October 29, 2026
Subject: Contract Acceptance Request – Temporary Part-time Historic Preservation Planner

RECOMMENDATION:

I move that City Council approve the request to enter into a temporary part-time consulting agreement with Morgan Potts, as detailed in the attached contract.

BACKGROUND:

Following the initial job posting last month, I have yet to find a suitable candidate for the Historic Preservation Planner position recently vacated by Holli Tetterton. I have, however, identified an experienced professional willing to assist us on a part-time basis for the next few months while we search for a full-time replacement. She previously served in this exact capacity for a few months prior to Domini Cunningham's hiring in 2020. She brings a wealth of experience across all aspects of historic preservation planning.

I am looking to restore the Historic Preservation Planner job description to how it was originally structured during Domini's tenure. The current version that was revised by the previous city manager a few months ago, does not align with the department's current scope and operational needs. Once drafted, I will present the updated job description back to council for approval and then re-advertise for the position. In the meantime, this contract with Mrs. Potts will ensure department operations and customer service continue to run smoothly.

FISCAL IMPACT:

___ Currently Budgeted __ Requires additional appropriation _X_ No Fiscal Impact

SUPPORTING DOCUMENTS:

Planning Consultant Contract Agreement drafted by City Attorney, Franz Holscher

STATE OF NORTH CAROLINA)
CITY OF WASHINGTON)

CONSULTANT CONTRACT AGREEMENT

THIS CONSULTANT CONTRACT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 9th day of November, 2026, by and between the **CITY OF WASHINGTON** (hereinafter referred to as "City"), a body politic and corporate under the laws of the State of North Carolina, as party of the first part, and **MORGAN POTTS** (hereinafter referred to as "Consultant"), as party of the second part, both of whom understand and agree as follows.

WITNESSETH

WHEREAS, City and Consultant wish to enter into this Agreement to ensure the continuity of the professional administration of the City's historic preservation affairs.

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

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

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

SECTION 1- SERVICES, ACTIVITIES, AND DUTIES

City hereby contracts with MORGAN POTTS as a Consultant of City to perform certain services, activities, and duties as a historic preservation planner as specified by Glen Moore, Planning Administrator. It is understood that Glen Moore shall supervise Consultant and may modify the services, activities, and duties that are required from time to time in his discretion.

SECTION 2 - TERM

A. The term of this Agreement shall begin as of November 10, 2026 and shall terminate when Consultant's services are no longer required by the City.

B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate this Agreement at any time for any reason.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Consultant to terminate this Agreement at any time for any reason.

SECTION 3 - PAYMENT

City shall pay Consultant for the services rendered pursuant hereto $ 49.00 per hour upon receipt of proper invoice.

SECTION 4 - HOURS OF WORK

It is expressly recognized that the specific hours of work will be based upon need and necessity as determined by Planning Administrator, Glen Moore; however, in no event shall Consultant work more than 40 hours in one work week.

SECTION 5 - INDEPENDENT CONTRACTOR

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

SECTION 6 - INDEMNIFICATION

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

SECTION 7 - BONDING

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

SECTION 8 - OTHER TERMS AND CONDITIONS

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

SECTION 9 - GENERAL PROVISIONS

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

B. This Agreement shall become effective commencing as of November 10, 2026

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

D. By virtue of her signature below, Consultant consents to City releasing copies of this

Agreement upon request.

E. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Beaufort County, North Carolina.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement effective as of the date first written above.

PRE-AUDIT CERTIFICATE

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

CITY OF WASHINGTON

_____
Tammy Swindell, Administrative Services Director

CITY OF WASHINGTON, NORTH CAROLINA:

BY: _____
Glen Moore, Planning Administrator
City of Washington

CONSULTANT:

_____
Morgan Potts

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Brabo & Members of the City Council**
From: **Finance**
Date: **November 9, 2026**
Subject: **Local Law Enforcement Bonus**

RECOMMENDATION:

I move that the City Council adopt a Budget Ordinance Amendment to appropriate revenue and corresponding expenses related to the Local Law Enforcement bonus from the NC State Bureau of Investigations.

BACKGROUND AND FINDINGS:

The North Carolina State Bureau of Investigation (SBI) announced the implementation of the Local Law Enforcement Bonus Program established by Section 41.3 of Senate Bill 257 (2026 Appropriations Act). Under this legislation, the SBI has been designated as the administering agency responsible for distributing appropriated funds to eligible county and municipal governments for distribution to eligible officers in accordance with the requirements established by the General Assembly. The SBI implemented a standardized statewide process designed to ensure the program is administered consistently, transparently, and with appropriate stewardship of public funds. The City of Washington has received funding from the SBI to cover bonuses and FICA tax for eligible officers. The exact amount of this revenue will be paid in full to these eligible officers.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account _____) _x_ Requires additional appropriation ___No Fiscal Impact

SUPPORTING DOCUMENTS

Budget Ordinance

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:

010-3350-8901	Miscellaneous Revenue	$	47,097

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts for the SBI Local Law Enforcement Bonuses:

010-4310-0200	Salaries		43,750
010-4310-0500	FICA Taxes		3,347
		$	47,097

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 9th day of November 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Brabo & Members of the City Council**
From:	**Cynthia Sullivan Bennett, City Clerk**
Date:	**November 9, 2026**
Subject:	**Adopt Resolution and Approve Lease for Partnership for the Sounds, Inc.**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:

I move that Council adopt the Resolution in support of leasing a portion of City property to Partnership for the Sounds, Inc. and authorize the City Manager to execute the lease agreement.

BACKGROUND AND FINDINGS:

The Partnership for the Sounds, Inc. has negotiated with the City and desires to lease property from the City. The property is indicated on the attached map. A more complete description shown as Parcel 1 on that certain survey entitled Property of Partnership for the Sounds dated January 22, 1996 by Hood Richardson, P.A. recorded in Book 1053, Page 844 of the Beaufort County Registry. Public Notice was published in the Washington Daily News on October 7, 2026 describing the City's intent to lease the property for a term often (10) years. All legal requirements have been met in order to move forward with this lease.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution
Lease

RESOLUTION AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY AND APPROVING TH E LEASE OF SAID REAL PROPERTY PURSUANT TO NORTH CAROLINA GENERAL STATUTE§ 160A-272

WHEREAS, the City of Washington (hereinafter may be referred to as "City"), along with Beaufort County, owns certain prope1iy described below commonly known as the "Estuarium" (hereinafter may be referred to as "Premises") and has leased the same to the Partnership for the Sounds, Inc. (hereinafter may be referred to as "PPS") since 1996.

Located in the City of Washington, Beaufort County, North Carolina, which Property is more particularly described as Parcel 1 on that certain survey entitled Property of Partnership for the Sounds dated January 22, 1996 by Hood Richardson, P.A. recorded in Book 1053, Page 844 of the Beaufort County Registry.

WHEREAS, North Carolina General Statute § 160A-272 authorizes a city to lease any property owned by a city for such terms and upon such conditions as the council may determine so long as the council determines the property will not be needed by the city for the term of the lease and the council approves a resolution at a regular meeting authorizing execution of the lease upon thirty (30) days public notice (for leases for terms that may exceed one year but not exceed ten years).

WHEREAS, PPS has occupied the Premises and operated the Estuarium located thereon since 1996, has negotiated with the City, and desires to lease said Premises from the City as well as Beaufort County and continue the operation of the Estuarium for ten (10) years.

WHEREAS, said Premises currently are surplus to the City's needs and the City Council desires to lease the same to PPS in consideration of, among other things, the operation of the Estuarium by PPS.

WHEREAS, the required public notice has been published and the City Council is convened in a regular meeting.

NOW THEREFORE, the City Council for the City of Washington resolves as follows.

1. The Premises are hereby declared to be surplus to the needs of the City for the term of the proposed lease.

2. The City Council hereby approves the attached lease and authorizes the Mayor or City Manager to further negotiate, if necessary, and execute the same

Adopted this____ day of _____, 2026.

ATTEST:

_____
Cynthia S. Bennett
City Clerk

_____
Ellen C. Brabo
Mayor

Publisher's Certificate of Publication

STATE OF NORTH CAROLINA
BEAUFORT & HYDE COUNTIES

Ashley Vansant, being duly sworn, says:

That he is Publisher of the Washington Daily News, a daily newspaper of general circulation, printed and published in Washington, Beaufort & Hyde Counties, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:
10/07/2026

That said newspaper was regularly issued and circulated on those dates.

The sum charged by the Newspaper for said publication does not exceed the lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

There are no agreements between the Washington Daily News and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

SIGNED:

Ashley Vansant, Publisher
Subscribed and sworn to before me this 7th day of October, 2026

Mary Jo Eskridge

MARY JO ESKRIDGE NOTARY PUBLIC STATE AT LARGE – ALABAMA

Mary Jo Eskridge, Notary Public
State of Alabama at Large
My commission expires 02-05-2030

Account Code: AP227041
Ad #: 3038802
CITY OF WASHINGTON CLERK legals
PO BOX 1988
WASHINGTON, NC, 27889

PUBLIC NOTICE

The public will take notice that the City Council of the City of Washington will consider a resolution authorizing a lease or rental of the property owned by the City of Washington described below to Partnership for the Sounds, Inc. at its regular meeting to be held at 5:30pm on the 9th day of November 2026.
Located in the City of Washington, Beaufort County, North Carolina, which Property is more particularly described as Parcel 1 on that certain survey entitled Property of Partnership for the Sounds dated January 22, 1996 by Hood Richardson, P.A. recorded in Book 1053, Page 844 of the Beaufort County Registry.
There is no annual rental or lease payment for the real property described above.
Cynthia Bennett
City Clerk

Washington Daily News:
Oct. 7, 2026
RESOLUTION 11.9.26

LEASE AGREEMENT

PREPARED BY AND MAIL AFTER RECORDING TO: Franz Holscher, Holscher, Edwards & Hill, P.A., PO Box 1747, Washington, NC 27889

NORTH CAROLINA
BEAUFORT COUNTY

THIS LEASE ("Lease") is made and entered into as of the 11th day of December, 2026, by and between the City of Washington, hereinafter referred to as "the City," a municipal corporation and body politic located in Beaufort County, North Carolina, and Beaufort County, hereinafter referred to as "the County," a local governmental unit and body politic located in and created by the State of North Carolina, hereinafter collectively referred to as "Landlord" and the Partnership for the Sounds, Inc., a North Carolina non-profit corporation, with an office in Columbia, Tyrrell County, North Carolina, hereinafter referred to as "the Tenant".

WITNESSETH

WHEREAS, Landlord is the owner of certain real property (hereinafter referred to as "the Property") located in the City of Washington, Beaufort County, North Carolina, which Property is more particularly described as Parcel 1 on that certain survey entitled

Property of Partnership for the Sounds dated January 22, 1996 by Hood Richardson, P.A. recorded in Book 1053, Page 844 of the Beaufort County Registry.

WHEREAS, Tenant is a non-profit corporation engaged in the establishment and operation of public visitors centers and other recreational and educational facilities in selected wetlands and estuarine areas in North Carolina's Albemarle-Pamlico Sound region for the purposes of promoting environmental education and sustainable economic development in the surrounding cities and counties through cultural, historical and nature-based tourism.

WHEREAS, Landlord and Tenant entered into lease agreements dated the 30th day of July, 1996, which lease is recorded in Book 1053, Page 848 of the Beaufort County Public Registry; the 11th day of December, 2006, which lease is recorded in Book 1567, Page 905 of the Beaufort County Public Registry; and the 11th day of December, 2016, (hereinafter referred to as "the Prior Leases") for Tenant's use and enjoyment of the Property.

WHEREAS, pursuant to the terms of the Prior Leases, the parties caused buildings and facilities to be constructed on the Property and Tenant has operated and maintained an Estuarium Education Center on the Property known as the "North Carolina Estuarium" which consists of a building, decks, docks (located on adjacent property owned by the City), paths, parking areas, sidewalks and other improvements to the Property (hereinafter referred to as "the Estuarium").

WHEREAS, the Estuarium, as operated and maintained by Tenant, has become a major attraction in the City as well as the County and has contributed to Landlord's

efforts to boost economic development, educational and recreational opportunities, civic pride, and tourism in the region, and has contributed to the public good and general welfare of the citizens of the City and the County.

WHEREAS, the North Carolina legislature has recognized and declared that the public good and general welfare of the citizens of this State requires adequate recreation programs and that the creation, establishment and operation of parks and recreation programs and facilities, such as the Estuarium, is a proper governmental function.

WHEREAS, the North Carolina legislature has authorized counties and cities pursuant to N.C.G.S. 160A-350, et. seq., to establish and conduct a system of supervised recreation and to provide facilities and equipment necessary or useful in connection therewith.

WHEREAS, the City and the County recognize the economic, recreational, educational and cultural benefits their citizens have derived from the construction of the Estuarium and Tenant's operation as well as maintenance of the Estuarium and recognize that Tenant's continued operation and maintenance of the Estuarium would be beneficial to their citizens.

WHEREAS, the City and the County recognize the substantial investment of time, money, services and effort that have been made by Tenant in contributing to the construction of the Estuarium and maintaining as well as operating the Estuarium and the substantial investment that will be made by Tenant in continuing to maintain and operate the Estuarium for the term of this Lease. Landlord desires to accept these

services by Tenant and the recognized benefits that Landlord and their citizens will derive therefrom as ample consideration for leasing the Property to Tenant.

WHEREAS, the Prior Leases provided that the parties would negotiate in good faith for the extension of the term of the Prior Leases and the parties have negotiated such an extension as set forth more specifically in this Lease.

NOW THEREFORE, upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the Property, all as follows.

1. DEMISED PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property and the Estuarium, together with all parking areas, driveways, sidewalks, and other facilities currently located on the Property.

2. TERM. The initial term of this Lease shall be for ten years commencing as of the date of this Lease (hereinafter "the Commencement Date"). Provided that Tenant is not in material default under the provisions hereof, the parties shall, at the request of Tenant, negotiate in good faith for a renewal of this Lease upon reasonable terms and conditions.

3. USE. Tenant may use and occupy the Property for the maintenance and operation of the Estuarium and all other purposes not inconsistent with Tenant's corporate purposes as a 501(c)(3) corporation. Said use and occupancy by Tenant may, in Tenant's absolute discretion, include, but is not limited to, operation of buildings, trails, gift shops, exhibits and other facilities necessary to accomplish the parties' mutual goals of educating visitors to, and residents of, the region about the nature and function of the region's natural resources; fostering appreciation of the

region's natural, cultural and historic heritage; providing recreational opportunities; and setting a foundation for the development of the sustainable use of the region's heritage and resources through eco-tourism.

Landlord warrants that the Property is not subject to any private restrictive covenants or, if the Property is subject to restrictive covenants, those covenants permit the use of the Property for Tenant's intended purpose. Tenant shall be responsible for applying for and obtaining any necessary CAMA or Historic District permits necessary to permit Tenant's operation and maintenance of the Estuarium.

4. RENT. Landlord accepts Tenant's services in maintaining as well as operating the Estuarium for the term of this Lease as well as Tenant's substantial prior investment of time, effort and capital in contributing to the construction of the Estuarium on the Property as full and sufficient consideration for this Lease of the Property.

5. MAINTENANCE AND REPAIRS.

A. Tenant shall take good care of the Property and shall perform all maintenance as well as make all repairs to the Property that are necessary to keep the same in good order and condition, unless due to Landlord's willful acts or negligence.

B. Landlord shall not be required to furnish any services or utilities to the Property during the term of this Lease and Tenant hereby assumes full and sole responsibility for the supply of and payment for such services and utilities.

6. OPERATION OF THE PROPERTY.

A. Tenant will furnish all services, labor and equipment necessary for the maintenance and operation of the Estuarium as contemplated herein. Tenant shall have full, complete and sole control and direction over all aspects of the operation of the Estuarium and the Property; provided, however, Tenant shall operate the Estuarium according to generally accepted standards for the operation of similar or substantially similar public visitors centers. The Estuarium and the Property shall be operated and maintained in material compliance with all local, State and Federal laws. Landlord agrees not to initiate or endorse any rules, regulations, ordinances or laws which would adversely affect Tenant's development, use, operation and enjoyment of the Property and the Estuarium.

B. The Property and Estuarium shall be open to the general public. Tenant reserves the right to establish, from time to time, such reasonable admission or other fees as Tenant deems, in its sole discretion, to be necessary or advisable. Tenant also reserves the right to rent all or a portion of the Property or Estuarium on a short term basis (not to exceed 30 days) for private events not inconsistent with Tenant's corporate purposes as a 501(c)(3) corporation, including, but not limited to, receptions, conferences and other such events.

7. OWNERSHIP OF THE ESTUARIUM. All portions of the Estuarium and other improvements to the Property which cannot reasonably be removed from the Property without substantial damage either to the improvements themselves or to the Property shall remain as fixtures (hereinafter referred to as "the Fixtures") to the Property. Upon termination of the Lease or any renewal thereof, ownership of the

Fixtures shall revert to Landlord. Tenant shall have the right to remove all improvements or Tenant owned property that do not constitute Fixtures.

8. DESTRUCTION OF THE PROPERTY. If the Property and improvements thereto, including the Estuarium, are totally or partially destroyed by fire or other casualty, then Tenant may, by written notice, terminate this Lease, and Tenant shall have no further obligations under this Lease.

9. ASSIGNMENT - SUBLEASE. Tenant shall not be entitled to assign this Lease or sublet any portion of the Property without the advance, written permission of Landlord, which permission shall not be unreasonably withheld. Provided, however, that Tenant shall be entitled to sublet any portion of the Property and Estuarium, without advance, written permission of Landlord, for the development and operation of a gift shop, or on a short term basis (not to exceed 30 days) for private events not inconsistent with Tenant's corporate purposes as a 501(c)(3) corporation, including, but not limited to, receptions, conferences, and other such events.

10. QUIET ENJOYMENT. If Tenant promptly and punctually complies with each of its obligations hereunder, Tenant shall peacefully have and enjoy the possession of the Property and the Estuarium during the term of this Lease and any renewal or extension thereof. Landlord agrees to execute any and all easements or rights of way on, over or under the Property or any part thereof at Tenant's request which are or may be needed or required by or of Tenant in conjunction with Tenant's use and enjoyment of the Property.

11. INSURANCE.

Tenant shall, at its expense, obtain and maintain the following insurance coverages for any period during which the Estuarium is in operation or during which the Estuarium is open to the public.

A. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a minimum of $500,000.00 for bodily injury by accident each employee and $500,000.00 for bodily injury by disease each employee, with a policy limit of $500,000.00 for bodily injury by disease.

B. Commercial General Liability Insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

The Commercial General Liability Insurance policy shall list Landlord as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following written notice to Landlord.

Tenant shall deliver to Landlord certificates of insurance for all insurance policies required hereunder. Tenants shall, within a reasonable period of time prior to the expiration of any such policy, furnish Landlord with certificates of insurance evidencing renewal thereof. Landlord may, in its sole discretion, require Tenant to expand the form and/or increase the amounts of all such insurance. Landlord may, in its sole discretion, carry fire and extended coverage insurance, including flood insurance,

insuring its interest in the building and the Property, such insurance to be written by insurance companies and in amounts satisfactory to Landlord. Tenant may, in its sole discretion, carry fire and extended coverage insurance, including flood insurance, insuring its interest, if any, in improvements to or in the Property, its contents and its interest in its furniture, equipment, supplies or other property.

Tenant shall not do or cause to be done or permit on the Property anything deemed extra hazardous and Tenant shall not use the Property or the Estuarium in any manner which will cause an increase in the premium rate for any insurance in effect on the Property, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by Tenant or its agents, servants, or employees, the premium rate for any kind of insurance in effect on the Property shall be raised, Tenant shall pay Landlord on demand the amount of any such increase in premium. If Landlord demands that Tenant remedy the condition which caused any such increase in an insurance premium rate, Tenant shall remedy such condition within five (5) days after receipt of such demand.

Landlord shall procure and maintain title insurance as necessary to insure Tenant's quiet enjoyment of the Property and Estuarium in accordance with Paragraph 10 hereof.

12. Waiver of Subrogation. Tenant releases and relieves Landlord and waives Tenant's entire rights of recovery against Landlord for loss or damage arising out of or incident to any of the perils insured against under this Lease as well as any of the perils insured against by any fire and/or extended coverage, endorsement insurance policy,

including flood, Tenant might own, whether loss or damage is due to the negligence of Landlord or its agents, employees, and/or invitees. Tenant shall give notice to its insurance carriers that this waiver of subrogation is contained in this Lease and cause the carriers to accept this waiver of subrogation to the extent permissible by applicable law.

13. NOTICES. Any notices which Landlord or Tenant is required or desires to give the other hereunder shall be deemed sufficiently given or rendered if, in writing, they are delivered personally, or sent by certified mail, postage prepaid, to the following addresses:

If to Tenant:
Tom Stroud
President & CEO
Partnership for the Sounds
303 S. Ludington Dr.
P. O. Box 55
Columbia, NC 27925

With a copy to:
_____
_____
_____
_____

If to Landlord:
City Manager
City of Washington
Municipal Bldg.
102 E. Second St.
P. O. Box 1988
Washington, NC 27889

County Manager
Beaufort County
Administration Bldg
121 W. 3rd St.
P. O. Box 1027
Washington, NC 27889

With a copy to:

Mr. Franz F. Holscher
Holscher, Edwards & Hill, P.A.
320 North Market Street
P. O. Box 1747
Washington, NC 27889

Amanda Sasnett
Jones & Sasnett, P.A.
147 N. Market Street
Washington, NC 27889

Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

14. MISCELLANEOUS. Headings of paragraphs are for convenience only and shall not be considered in construing the meaning of the contents of such paragraphs. The invalidity of any portion of this Lease shall not have any affect on the balance thereof. Should Landlord or Tenant institute any legal proceedings against the other for breach of any provisions herein contained, the prevailing party in such action shall, in addition to damages, be entitled to recover its costs and expenses from the losing party including its reasonable attorneys fees in the maximum amount allowed by law. This Lease shall be binding upon the respective parties hereto and upon their permitted successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties and any changes hereto must be in writing signed by the parties.

This Lease or a memorandum thereof shall be recorded in the Beaufort County Register of Deeds Office. The singular shall include the plural and the masculine or neuter shall include the other.

15. TAXES. The parties believe that the Property and Estuarium are exempt from taxation under North Carolina General Statute section 105-275 et seq. In the event that either the Estuarium or the Property are subject to taxation by any governmental authority, Tenant shall be responsible for payment of all taxes attributable to the Property and the Estuarium.

Tenant shall have the right, by appropriate proceedings, to protest or contest any assessment or reassessment for real estate taxes, or any special assessment, or the validity of either, or of any change in assessments or the tax rate. Landlord agrees not to initiate or endorse any action or application which would increase Tenant's monetary obligations under this paragraph.

16. HOLDOVER. If Tenant remains on the Property beyond the expiration or earlier termination of the term of this Lease or any renewal or extension thereof, such holding over in itself shall not constitute a renewal or extension of this Lease. During the period of any holdover, Tenant shall continue operation and maintenance of the Property and Estuarium pursuant to the terms of this Lease.

17. CONDEMNATION. If the whole or any significant part of the Property or the Estuarium which would materially and detrimentally affect Tenant's use of the Property and the Estuarium, which determination is to be made in Tenant's sole and absolute discretion, shall be taken or condemned by any competent authority, then, and in that

event, the term of this Lease shall, at Tenant's option, be terminated. In any such case, each party shall be entitled to claim and receive an award of damages suffered by it by reason of such taking or condemnation.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year above written.

LANDLORD
COUNTY OF BEAUFORT

ATTEST:

By:_____
Kathleen Mosher, Clerk

By:_____
Frankie Waters, Chairman

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

By:_____
Anita Radcliffe, Finance Officer

ATTEST:

CITY OF WASHINGTON

By:_____
Cynthia S. Bennett, Clerk

By:_____
Ellen Brabo, Mayor

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

By:_____
Tammy Swindell
Administrative Services Director

TENANT
PARTNERSHIP FOR THE SOUNDS, INC.

ATTEST:

By:_____
_____
(Asst.) Secretary

By:_____
Tom Stroud, President & CEO

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public, for Beaufort County, North Carolina, certify that KATHLEEN MOSHER personally appeared before me this day and acknowledged that she is the Clerk of Beaufort County, a Governmental Corporation and Body Politic, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by her as its Clerk.

Witness my hand and notarial seal/stamp, this _____ day of _____, 2026.

_____

Print Name:_____
Notary Public

My commission expires:_____

(NOTARIAL SEAL/STAMP)

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public, for Beaufort County, North Carolina, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is the Clerk of the City of Washington, a Municipal Corporation and Body Politic, and that by authority duly given and as the act of the city, the foregoing instrument was signed in its name by its Mayor, sealed with its seal, and attested by her as its Clerk.

Witness my hand and notarial seal/stamp, this _____ day of _____, 2026.

_____

Print Name:_____
Notary Public

My commission expires:_____

(NOTARIAL SEAL/STAMP)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public, for Beaufort County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that (s)he is the Corporate Secretary of Partnership for the Sounds, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by him/her as its Corporate Secretary.

Witness my hand and notarial seal/stamp, this _____ day of _____, 2026.

_____

Print Name:_____
Notary Public

My commission expires:_____

(NOTARIAL SEAL/STAMP)

AGENDA ITEMS FROM COUNCILMEMBER DAVIS

AGENDA ITEM 1: Request City Attorney Produce Executed Contract Amendment Authorizing Rate and Cap Increases

Discussion — Request that City Attorney Franz Holscher produce the executed contract amendment, approved by the City Council, authorizing the increase in his hourly rate from $130 to $150 per hour and the increase in the monthly billing cap from $11,000 to $12,000 under the Legal Services Agreement (Memorandum of Understanding) originally executed July 1, 2016. If no such amendment exists, the City Attorney is requested to state so on the record and explain the legal basis for billing above the contractual terms. *(Councilmember Davis)*

AGENDA ITEM 2: Request City Attorney Explain the Alteration of Invoice #19959 and Creation of Revised Invoice #20280

Discussion — Request that City Attorney Franz Holscher provide a written explanation, to be presented at this meeting, of why original Invoice #19959 for November 2025 "City Council Transition" work totaling $7,725.00 for 51.50 hours was ordered "held" and subsequently replaced with revised Invoice #20280 totaling $2,362.50, including $5,362.50 in entries billed at $0.00. The City Attorney is further requested to identify who authorized the alteration and whether the original invoice was disclosed to Council prior to the Complainant's billing records request. *(Councilmember Davis)*

AGENDA ITEM 3: Request City Attorney Confirm Total Cost to Taxpayers for "Discipline of Council Members" Research and Ongoing Updates

Discussion — Request that City Attorney Franz Holscher confirm on the record whether the City of Washington was billed for the research, preparation, and distribution of the June 30, 2026 "Discipline of Council Members" memorandum — which researched mechanisms for censure, votes of no confidence, and amotion (forced removal) of sitting Council Members — and for the August 2026 billing entry referencing "review and update discipline of CLMs." The City Attorney is requested to provide the total cost of this research to date and identify which billing matter number(s) it was charged under. *(Councilmember Davis)*

AGENDA ITEM 4: Request City Attorney Explain Billing a Council Member's Oversight Request Under a Litigation Matter

Discussion — Request that City Attorney Franz Holscher explain why his response to a Council Member's billing records request was billed under Invoice #21599 (Brabo, Ellen v. City, August 2026) — a litigation matter — rather than under General Billing or administrative costs, including the August 14, 2026 entry: "CLM Davis bill request: review bills, revise and review email." The City Attorney is requested to explain whether billing a Council Member's legitimate oversight inquiry under a separate litigation matter is consistent with his obligations under the Legal Services Agreement. *(Councilmember Davis)*

AGENDA ITEM 5: Request Staff Update on ETJ Relinquishment Plan and Transition to Beaufort County

Discussion — Request that the Acting City Manager provide a detailed update on the implementation plan for relinquishing the City's Extra-Territorial Jurisdiction (ETJ), as approved by Council on July 13, 2026 (effective July 1, 2028), including: (a) the status of formal notification to Beaufort County; (b) whether Beaufort County has adopted or initiated county-wide zoning to assume land use authority in the relinquished area; (c) the transition plan for planning, zoning, building inspections, floodplain management, and fire code enforcement currently administered by the City in the ETJ; (d) the impact on property owners in the ETJ during and after the transition; and (e) any legal or procedural issues identified, given that ETJ relinquishment in counties without zoning is a rare procedure under North Carolina law. *(Councilmember Davis)*

AGENDA ITEM 6: Adopt — Resolution to Ban LGBTQ+ Propaganda for Children in Our City Library — Farmville's Mayor is Pushing Wicked Ideologies — Establishing a Library Programming Standards Policy for the George H. and Laura E. Brown Library to Protect Children from Age-Inappropriate Sexual Content

A RESOLUTION ESTABLISHING A LIBRARY PROGRAMMING STANDARDS POLICY FOR THE GEORGE H. AND LAURA E. BROWN LIBRARY

WHEREAS, the George H. and Laura E. Brown Library is a taxpayer-funded public institution operated by the City of Washington for the benefit of all residents; and

WHEREAS, the City Council has a duty to ensure that public funds and public facilities are used in a manner consistent with the values and expectations of the community; and

WHEREAS, parents and guardians bear the primary responsibility for guiding their children's education and exposure to age-sensitive material, and public institutions should support — not undermine — that parental authority; and

WHEREAS, the Mayor of Farmville, North Carolina has publicly promoted LGBTQ+ "Read with Pride" programming at the Farmville Public Library, and some include drag show story time events targeting children, and similar programming has been introduced or proposed at public libraries across North Carolina and the Country; and

WHEREAS, the City Council believes that public library programming for children should focus on literacy, education, and age-appropriate enrichment, and should not include sexually themed content, gender ideology instruction, or performances by adult entertainers of any kind; and

WHEREAS, this resolution does not restrict any individual's right to access library materials, nor does it prevent adults from organizing private events with private funds at private venues;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. The City Council hereby establishes that all programming at the George H. and Laura E. Brown Library directed at or open to children under the age of 18 and above shall be limited to age-appropriate, educational, and literacy-focused content.

Section 2. No City funds, City facilities, or City staff time shall be used to host, promote, or facilitate drag show performances, drag queen or drag king story hours, or any programming that includes sexually explicit or sexually themed content directed at or accessible to minors.
Section 3. No City funds, City facilities, or City staff time shall be used to host, promote, or facilitate programming at the Library whose primary purpose is the promotion of LGBTQ+ ideology, gender identity theory, or sexual orientation advocacy to children under the age of 18.
Section 4. The Library Director shall review all scheduled and proposed children's programming for compliance with this policy prior to publication or promotion. Any programming that does not clearly fall within the standards established herein shall be submitted to the City Manager for review prior to scheduling.
Section 5. Nothing in this resolution restricts any adult patron's access to any library materials, nor does it restrict the Library from maintaining a diverse collection of books and resources for adult patrons.
Section 6. This resolution shall take effect immediately upon adoption.
ADOPTED this ____ day of _____, 2026.

_____
Ellen C. Brabo, Mayor

ATTEST:

_____
Cynthia S. Bennett, MMC, City Clerk

AGENDA ITEM 7: Request Detailed Accounting of $1.7 Million Ad Valorem Tax Revenue Increase — FY 2024/2025 to FY 2025/2026
Discussion — Request that the City Manager and Finance Director provide a detailed, department-by-department accounting of where the approximately $1.7 million increase (around $218 per adult in Washington, NC) in ad valorem (property) tax revenue from the FY 2024/2025 budget to the FY 2025/2026 budget was allocated, including: (a) the specific dollar amount directed to each department; (b) whether the funds were used for new positions, salary increases, capital projects, operations, or debt service; (c) the specific purpose for which each allocation was used; and (d) whether any portion of the increase remains unspent or was transferred to fund balance. This accounting should be presented in writing and made available to the public. *(Councilmember Davis)*

AGENDA ITEM 8: Adopt — Resolution Honoring Reformation Day and the Protestant Heritage of Washington, North Carolina

A RESOLUTION HONORING REFORMATION DAY AND THE PROTESTANT HERITAGE OF THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS, on October 31, 1517, Dr. Martin Luther posted his Ninety-Five Theses on the door of the Castle Church in Wittenberg, Germany, igniting the Protestant Reformation — one of the most consequential movements in the history of Western civilization; and

WHEREAS, the Reformation restored the foundational principles of Sola Scriptura (Scripture alone), Sola Fide (faith alone), Sola Gratia (grace alone), Solus Christus (Christ alone), and Soli Deo Gloria (to God alone the glory), which shaped the moral, intellectual, and civic foundations of the American republic; and

WHEREAS, the Reformation's emphasis on individual conscience, the authority of Scripture, the priesthood of all believers, and the freedom to worship without coercion directly influenced the framers of the United States Constitution and the First Amendment's protections of religious liberty; and

WHEREAS, the City of Washington, North Carolina — the first city in America named for General George Washington — was founded in 1776, the same year the nation declared its independence upon principles deeply rooted in the Reformation tradition; and

WHEREAS, Washington's churches and faith communities have been the moral backbone of this city for nearly 250 years, and the Protestant tradition continues to shape the values, service, and civic engagement of its residents; and

WHEREAS, the Wednesday before Thanksgiving — a national day of gratitude with its own roots in the faith traditions of the American founding — is a fitting occasion to honor the Reformation heritage that made such gratitude, freedom, and self-governance possible;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina, as follows:

Section 1. *The City Council hereby honors Reformation Day, observed annually on October 31, and recognizes the enduring contribution of the Protestant Reformation to religious liberty, individual conscience, civic responsibility, and the founding principles of the United States of America.*

Section 2. *The City Council hereby designates the Wednesday before Thanksgiving each year as a day of reflection on the faith heritage of the City of Washington and encourages residents, churches, and civic organizations to observe this day in a manner consistent with their own traditions.*

Section 3. *The City Clerk is directed to record this resolution and provide copies to the churches and faith communities of Washington, North Carolina.*

ADOPTED this ____ day of _____, 2026.

_____

Ellen C. Brabo, Mayor

ATTEST:

_____

Cynthia S. Bennett, MMC, City Clerk

AGENDA ITEM 9: Request City Attorney Explain His Refusal to Comply with Public Records Requests Without a Council Majority Vote and Determine Whether Laws Were Broken "I implore you to review the email thread below and request that your fellow Councilmember, Joe Davis, withdraw his request and/or direct us not to respond… I do not intend to begin to respond until directed to do so."

Discussion — On October 22, 2026, City Attorney Franz Holscher sent an email to the Mayor and Council stating, regarding Councilmember Davis's September 17, 2026 Public Records Request: "I implore you to review the email thread below and request that your fellow Councilmember, Joe Davis, withdraw his request and/or direct us not to respond… I do not intend to begin to respond until directed to do so."
On October 23, 2026, when challenged on whether this position violated state law, Mr. Holscher responded: "You made these public records requests in your capacity as a Councilmember, ostensibly on behalf of Council. As a result, I simply want to confirm that the majority of Council wants your requests to be fulfilled for them."
Councilmember Davis responded by asking whether Mr. Holscher made the same demand of Councilman Tyre's two outstanding Public Records Requests and whether state law was "something you just like to casually follow when it's most convenient for you." Mr. Holscher has not responded.
The City Council is requested to address the following on the record:
(a) Did any Council Member request, direct, or authorize the City Attorney to refuse to respond to Councilmember Davis's Public Records Request?
(b) Did Any Councilmen request that the City Attorney not respond to Councilmember Davis's Public Records Request? If so, on what date and under what authority?
(c) N.C.G.S. § 132-1 states that public records are "the property of the people." N.C.G.S. § 132-6 requires records be made available "as promptly as possible." No provision of the Public Records Act requires a majority vote of any governing body before a custodian is obligated to produce records. On what legal authority did the City Attorney condition compliance with state law on a Council vote?
(d) Councilman Tyre submitted two Public Records Requests that predate the Complainant's September 17 request. Neither has been fulfilled as far as I know. Was the City Attorney's compliance with those requests also conditioned on a Council majority vote? If not, why was a different standard applied to Councilmember Davis's request?
(e) Does the City Attorney's stated refusal to respond to a valid Public Records Request — and his request that Council "direct us not to respond" — constitute a violation of N.C.G.S.

§ 132-6, and does any Council Member who voted or agreed to authorize that refusal share liability under N.C.G.S. § 132-9?
(f) What is the current status of Councilman Tyre's two requests and Councilmember Davis's September 17 request, including the supplemental Category 8 added October 14, 2026?
(Councilmember Davis)