

**AGENDA**  
**Lower Cape Fear Water & Sewer Authority**  
**1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina**  
**9:00 a.m. – Regular Monthly Board Meeting**  
**April 14, 2025**

**MEETING CALL TO ORDER:** Chairman DeVane

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF CONSENT AGENDA**

- C1** – Minutes of March 10, 2025, Regular Board Meeting
- C2** – Minutes of March 10, 2025, Personnel Committee Meeting
- C3** – Minutes of March 10, 2025, Finance Committee Meeting
- C4** – Kings Bluff Monthly Operations and Maintenance Report
- C5** – Bladen Bluffs Monthly Operations and Maintenance Reports
- C6** – Implementation of Salary Study
- C7** – Resolution Adopting the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for Kings Bluff Raw Water Pump Station, PWSID 50-09-013, for calendar year 2024.
- C8** – Resolution Adopting the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for Bladen Bluff's Regional Surface Water System, PWSID 50-09-013, for calendar year 2024.
- C9** – Line-Item Adjustment for February 28, 2025
- C10** – Resolution Recognizing National Drinking Water Week

**NEW BUSINESS**

- NB1** – SCADA System Upgrade at the Kings Bluff Plant
- NB2** – Fiber Optic Update
- NB3** – Resolution Approving Agreement for Governmental Affairs Consulting and Legislative Lobbying Services

**PRESENTATION:** Quarterly Review from First Tryon Advisors

**PRESENTATION:** Raw Water Main Update by Christopher "CJ" Cahoy with Garney Construction

**ENGINEER'S COMMENTS**

**ATTORNEY COMMENTS**

**EXECUTIVE DIRECTOR REPORT**

- EDR1** – Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending March 31, 2025
- EDR2** – Operating Budget Status, Ending February 28, 2025
- EDR3** – Summary of Activities

**DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS**

**PUBLIC COMMENT**

**ADJOURNMENT**

*The next board meeting of the Lower Cape Fear Water & Sewer Authority is scheduled for Monday, May 12<sup>th</sup> at 9:00 a.m. in the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.*

## **AGENDA ITEM**

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 14, 2025

Re: Consent Agenda

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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Please find enclosed the items of a routine nature for consideration and approval by the Board of Directors with one motion. However, that does not preclude a board member from selecting an item to be voted on individually, if so desired.

- C1** – Minutes of March 10, 2025, Regular Board Meeting
- C2** – Minutes of March 10, 2025, Personnel Committee Meeting
- C3** – Minutes of March 10, 2025, Finance Committee Meeting
- C4** – Kings Bluff Monthly Operations and Maintenance Report
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- C9** – Line-Item Adjustment for February 28, 2025
- C10** – Resolution Recognizing National Drinking Water Week

**Action Requested:** Motion to approve/disapprove Consent Agenda.

Lower Cape Fear Water & Sewer Authority  
Regular Board Meeting Minutes  
March 10<sup>th</sup>, 2025

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Chairman DeVane called to order the Authority meeting scheduled on March 10<sup>th</sup>, 2025, at 9:00 a.m. and welcomed everyone present. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina. Director Phillips gave the invocation.

**Roll Call by Chairman DeVane:**

**Present:** Norwood Blanchard, Patrick DeVane, Jerry Groves, Harry Knight, Scott Phillips, Chris Smith, Bill Sue, Phil Tripp, Frank Williams, and Rob Zapple

**Present by Virtual Attendance:** Wayne Edge, Al Leonard, and Bill Saffo

**Absent:** Charlie Rivenbark

**Staff:** Tim H. Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Boswell, COG; Tony Boahn P.E., McKim & Creed; Jess Powell P.E., McKim & Creed; and Danielle Hertzog, Financial Administration Assistant

**Guests Present:** Benjamin Kearns, Cape Fear Public Utility Authority Water Resources Manager Water Treatment; Devon Moore, Computer Warriors; David Carson, Brunswick County Kings Bluff Water Resource Supervisor; Sam Shumate, Vice President of Electus Governmental Affairs, Inc.

**Guests Virtual Attendance:** James Proctor, Pender County Deputy Director of Utilities; Erin Jones, Pender County Utilities Water Treatment Plant Superintendent; James Kern, Smithfield Wastewater Supervisor; Heidi Cox, NC DEQ Regional Engineering Supervisor, Division of Water Infrastructure; John Nichols, Brunswick County Public Utilities Director; Kevin Morris, Cape Fear Public Utility Authority Deputy Director; Dodie Bowman Render, President of Electus Governmental Affairs

**PLEDGE OF ALLEGIANCE:** Chairman DeVane led the Pledge of Allegiance.

**Motion:** Director Phillips **MOVED**; seconded by Director Knight, to amend the agenda to add a Resolution delegating Executive Director Holloman to look at health insurance contracting due to the League of Municipality dropping health insurance coverage on June 30, 2025, to add this item as NB2. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

**APPROVAL OF CONSENT AGENDA**

**C1 – Minutes of February 10, 2025, Regular Board Meeting**

**C2 – Minutes of February 10, 2025, Personnel Committee Report**

**C3 – Minutes of February 10, 2025, Long Range Planning Committee Report**

**C4 – Kings Bluff Monthly Operations and Maintenance Report**

**C5 – Bladen Bluffs Monthly Operations and Maintenance Reports**

**Motion:** Director BI **MOVED**; seconded by Director Williams, approval of the Consent Agenda Items C1-C5. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

**NEW BUSINESS**

**NB1- Appointment of Jerry Groves to the Calendar Year 2025 Long Range Planning Committee by Chairman DeVane and removing Norwood Blanchard**

Executive Director Holloman presented the item. The audit contract will have to go out for RFQ next year.

**Motion:** Director Williams **MOVED**; seconded by Director Blanchard, approval the Appointment of Jerry Groves to the Calendar Year 2025 Long Range Planning Committee by Chairman DeVane and removing Norwood Blanchard. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

**NB2- Resolution of the Lower Cape Fear Water and Sewer Authority Board of Directors Delegating Health Insurance Contracting Authority to Executive Director**

**Motion:** Director Williams **MOVED**; seconded by Director Phillips, approval of Resolution of the Lower Cape Fear Water and Sewer Authority Board of Directors Delegating Health Insurance Contracting Authority to Executive Director. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

**PRESENTATION: Financial Management Update by William C. Rivenbark, Professor UNC School of Government**

A copy of the presentation will be attached with the minutes.

**PRESENTATION: Electus Governmental Affairs by Sam Shumate Vice-President of Governmental Affairs**

A copy of the presentation will be attached with the minutes.

**ENGINEER'S COMMENTS**

Jess Powell wanted to let the board know 2600 linear feet (about a half mile) of pipe for the new parallel raw pipeline.

**ATTORNEY COMMENTS**

No comments.

**EXECUTIVE DIRECTOR REPORT**

**EDR1 – Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending February 28, 2025**

Executive Director Holloman reported that during January, CFPWA was above projections.

**DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS**

No comments.

**PUBLIC COMMENT**

No comments.

**CLOSED SESSION**

Chairman DeVane requested a motion to go into a closed session in accordance with N.C.G.S. §143-318.11(a)(3) and (6) to preserve Authority's the Attorney-Client Privilege and for Personnel Matters respectively:

**Motion:** Director Knight **MOVED**; seconded by Director Blanchard, to go into closed session in accordance with N.C.G.S. §143-318.11(a)(3) and (6) to preserve Authority's Attorney-Client Privilege and for Personnel Matters respectively. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

At 10:23 a.m., the board went into closed session. At 10:46 a.m., the board returned to open session. Discussion only; no action taken.

**ADJOURNMENT**

There being no further business, Chairman DeVane adjourned the meeting at 10:47 a.m.

Respectfully Submitted:

\_\_\_\_\_  
Al Leonard, Secretary

# Financial Management

Lower Cape Fear Water and Sewer Authority  
March 2025

William C. Rivenbark  
Professor  
UNC School of Government



UNC  
SCHOOL OF GOVERNMENT

[www.sog.unc.edu](http://www.sog.unc.edu)

# Purpose of Presentation

- Discuss the Local Government Budget & Fiscal Control Act, including fund balance
- Provide an overview of the annual financial statements and the annual audit
- Present metrics on analyzing the financial condition of the Lower Cape Fear Water and Sewer Authority



# The Local Government Budget & Fiscal Control Act

- State legislation that contains the fiscal requirements in which local officials must follow regarding the multiple aspects of public budgeting and financial management (Chapter 159).

Balanced Budget Ordinance

Estimated Revenues

+

Appropriated Fund Balance

=

Appropriations



# Fund Balance

- Reasons for fund balance:
  - Working capital
  - Emergencies
  - Growth opportunities
  - Source of capital financing
  - Bond rating
  - Balancing the budget

# Annual Financial Statements

- Local governments and public authorities are required by statute to prepare annual financial statements.
  - Management's discussion & analysis
  - Government-wide financial statements
  - Fund financial statements
  - Note disclosures

# Annual Financial Statements

- Local governments and public authorities also are required by statute to follow generally accepted accounting principles (GAAP).

# Annual Audit

- Local governments and public authorities are required by state statute to have an annual audit.
- Purpose of an audit is to ensure that financial statements report the **financial position** of a local government in accordance with GAAP.



# Annual Audit

- Audits must be conducted by an independent certified public accountant, who is chosen by the governing board.
- Reports are due to the Local Government Commission (LGC) no later than the end of December.



# Annual Audit

- Auditor is required to make a presentation to board at a public meeting within 45 days after the audit is completed.
- Auditor's presentation should include review of the management letter, and if applicable, financial performance indicators of concern.
- The unit of government is then expected to develop a response to what the auditor presented, signed by majority of board members, and submitted to the LGC staff within 60 days of presentation.



# Metrics for Water and Sewer Fund

## June 30, 2020 & 2024

Resource Flow (operating statement)			
Financial Dimension	Financial Indicator	Lower Cape Fear FY 19-20	Lower Cape Fear FY 23-24
Interperiod equity	Total margin ratio	1.1	1.6
Financial performance	Percent change in net position	2.1%	15.2%
Self-sufficiency	Charge to expense ratio	.84	1.3
Financing obligation	Debt service ratio	29%	18.5%

# Metrics for Water and Sewer Fund

## June 30, 2020 & 2024

Resource Stock (balance sheet)			
Financial Dimension	Financial Indicator	Lower Cape Fear FY 19-20	Lower Cape Fear FY 23-24
Liquidity	Quick ratio	1.3	7.9
Solvency	Net position ratio	.13	.56
Leverage	Debt to assets ratio	.48	.32
Capital	Capital assets condition ratio	.32	.52

# Metrics for Water and Sewer Fund

## June 30, 2020

Resource Flow (operating statement)					
Financial Dimension	Financial Indicator	Lower Cape Fear FY 19-20	WSACC FY 19-20	PTRWA FY 19-20	Average
Interperiod equity	Total margin ratio	1.1	1.2	1.1	1.15
Financial performance	Percent change in net position	2.1%	2.9%	.8%	1.9%
Self-sufficiency	Charge to expense ratio	.84	.95	.63	.79
Financing obligation	Debt service ratio	29%	13%	21%	17%



# Metrics for Water and Sewer Fund

## June 30, 2020

Resource Stock (balance sheet)				
Financial Dimension	Financial Indicator	Lower Cape Fear FY 19-20	WSACC FY 19-20	PTRWA FY 19-20
Liquidity	Quick ratio	1.3	5.0	4.4
Solvency	Net position ratio	.13	1.2	1.2
Leverage	Debt to assets ratio	.48	.04	.11
Capital	Capital assets condition ratio	.32	.53	.67
				Average
				4.7
				1.2
				.075
				.60

# Metrics for Water and Sewer Fund

## June 30, 2024

Resource Flow (operating statement)					
Financial Dimension	Financial Indicator	Lower Cape Fear FY 23-24	WSACC FY 23-24	PTRWA FY 23-24	Average
Interperiod equity	Total margin ratio	1.6	1.8	1.1	1.45
Financial performance	Percent change in net position	15.2%	12.7%	.7%	6.7%
Self-sufficiency	Charge to expense ratio	1.3	.98	.63	.81
Financing obligation	Debt service ratio	18.5%	15.5%	14.8%	15.2%

# Metrics for Water and Sewer Fund

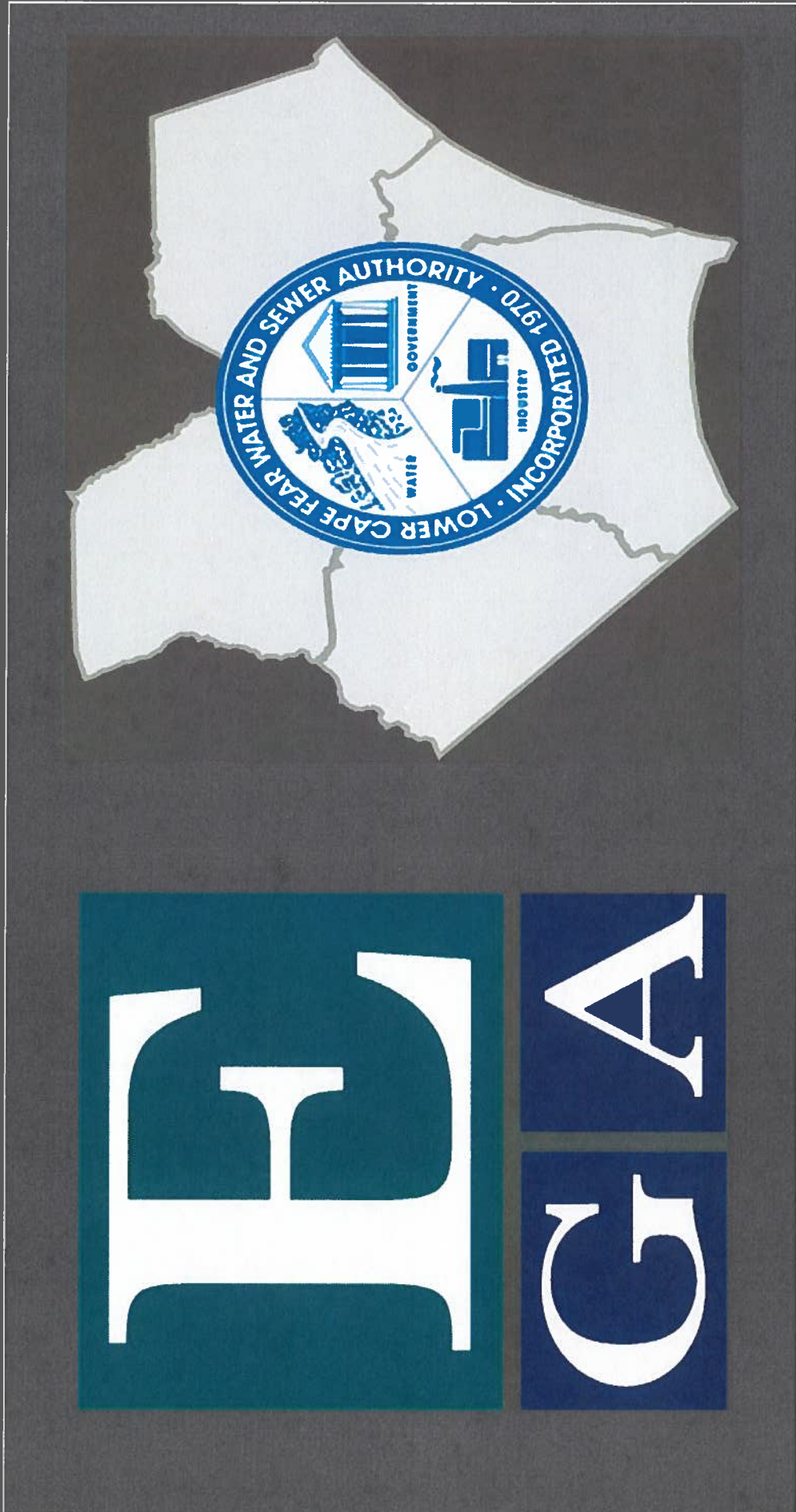
## June 30, 2024

Resource Stock (balance sheet)				
Financial Dimension	Financial Indicator	Lower Cape Fear FY 23-24	WSACC FY 23-24	PTRWA FY 23-24
Liquidity	Quick ratio	7.9	7.0	3.6
Solvency	Net position ratio	.56	.44	2.5
Leverage	Debt to assets ratio	.32	.41	.06
Capital	Capital assets condition ratio	.52	.44	.56
				Average
				5.3
				1.5
				.24
				.50



# Financial Condition







*Dodie B. Renfer,  
President*



*Sam Shumate,  
Vice-President of  
Governmental Affairs*



*Kim Walawender,  
Chief Operations Officer*





# What is Lobbying?

**Lobbying** is a form of advocacy which lawfully attempts to directly influence legislators or government officials, such as leaders within the Executive Branch and heads of regulatory agencies.

Principal elements of **lobbying** include researching and analyzing legislation and regulatory proposals, attending legislative and regulatory hearings, building coalitions with others advocating for similar causes/issues, educating government officials about the implications of legislative changes, and advocating before the state legislature for direct appropriations.

**Lobbying** is developing goodwill through communications or activities, including the building of relationships, with an identified group or designated individual, with the intention of influencing current or future legislative or executive action (or both). *N.C. Gen. Stat. Ann. § 163A-250*





## Key Services

- Provide clients with strategic counsel on matters involving local, state and national governmental affairs
- Serve as a liaison between clients and the NC Legislature, NC Executive Branch, numerous state agencies/departments, and other pertinent associations
- Elevate profiles and foster relationships between clients and key decision-makers within the halls of state and local government (“SLG”)



## Benefits of Lobbyist Engagement

- Guaranteed seat at the table and voice in the discussion on targeted matters
- Greater access to and influence with key policymakers
- Expedited results with legislative and agency leaders
- Comprehensive and creative approach to governmental affairs, inclusive of coalition building, strategic problem solving and policy implementation
- Strategic advocacy on policy issues including, but not limited to:
  - Budget Appropriations
  - Occupancy Taxes
  - Water and Sewer Authorities
  - Licensing
  - Broadband Authority
  - ABC Board
  - County Recognitions
  - Agency/Dept Abolishment
  - De-annexation
  - Property Boundaries
  - Board of Education
  - Waste Management
  - Judicial Districting
  - Emergency Management
  - Justice/Public Safety



# The State Budget Process

## The Players

NC Governor • Office of State Budget Management (OSBM) •  
State Agencies/Departments • NC General Assembly

## The Process

*The NC Constitution empowers the Governor to “prepare and recommend to the General Assembly a comprehensive budget of anticipated revenues and proposed expenditures of the State for the ensuing fiscal period.” It is also provided that “the budget as enacted by the General Assembly shall be administered by the Governor.”*

- The “*State Budget Act*” provides that the Governor is the Director of the Budget
- In this role, the Governor delegates certain authorities to the *Office of State Budget Management (OSBM)*



## The State Budget Timeline

- North Carolina operates under a biennial (2-year) budget, beginning on July 1 of each odd-numbered year, with annual updates to the 2<sup>nd</sup> year of the enacted budget
- Budget instructions are sent to state agencies in August
- State agency budget requests are submitted in October
- Agency hearings are held in December
- The Governor submits his or her proposed budget to the North Carolina State Legislature in early March
- The House and Senate consider the Governor's budget recommendations, submit their respective budget proposals which move through the committee process, and the legislature (hopefully) adopts a budget between June and August; a simple majority is required to pass a budget
- North Carolina is one of only six states in which the governor cannot exercise line-item veto authority (the power of a governor to veto individual components (or lines) of a bill passed by the state legislature)
- The governor is constitutionally and statutorily required to submit a balanced budget. In turn, the legislature is required by statute to pass a balanced budget
- Of note: Continuing Resolutions and “mini-budgets” (2019-20; 2023-24)



## 2024 Short Session Governor's Vetoes:

HB10/Require Ice Cooperation and Budget Adjustments

HB155/Titles for Off-Road Vehicles/Low-Speed Vehicles Inspections

HB198/DOT Legislative Changes

HB237/Various and Election Law Changes

HB556/Tenancy in Common/E-Notary/Small Claims Changes

HB690/No Central Bank Digital Currency Payments to State

HB834/Juvenile Justice Modifications

SB166/2024 Building Code Regulatory Reform

SB445/Recording of Court-Filed Documents

SB382/Disaster Relief-3/Budget/Various Law Changes

## 2024 Short Session Veto Overrides:

In 2024, the GOP-controlled legislature was successful in overriding 10 of Gov. Cooper's vetoes.

- ✓ HB10 / Require ICE Cooperation & Budget Adjustments
- ✓ HB155 / Titles for Off-Road Vehicles/Low-Speed Vehicles Inspections
- ✓ HB198 / DOT Legislative Changes
- ✓ HB237 / Various Criminal and Election Law Changes
- ✓ HB556 / Tenancy in Common/E-Notary/Small Claims Changes
- ✓ HB690 / No Central Bank Digital Currency Payments to State
- ✓ HB834 / Juvenile Justice Modifications
- ✓ SB166 / 2024 Building Code Regulatory Reform
- ✓ SB382 / Disaster Relief-3/ Budget/Various Law Changes
- ✓ SB445 / Recording of Court-Filed Documents



# 2025 Long-Session Focus

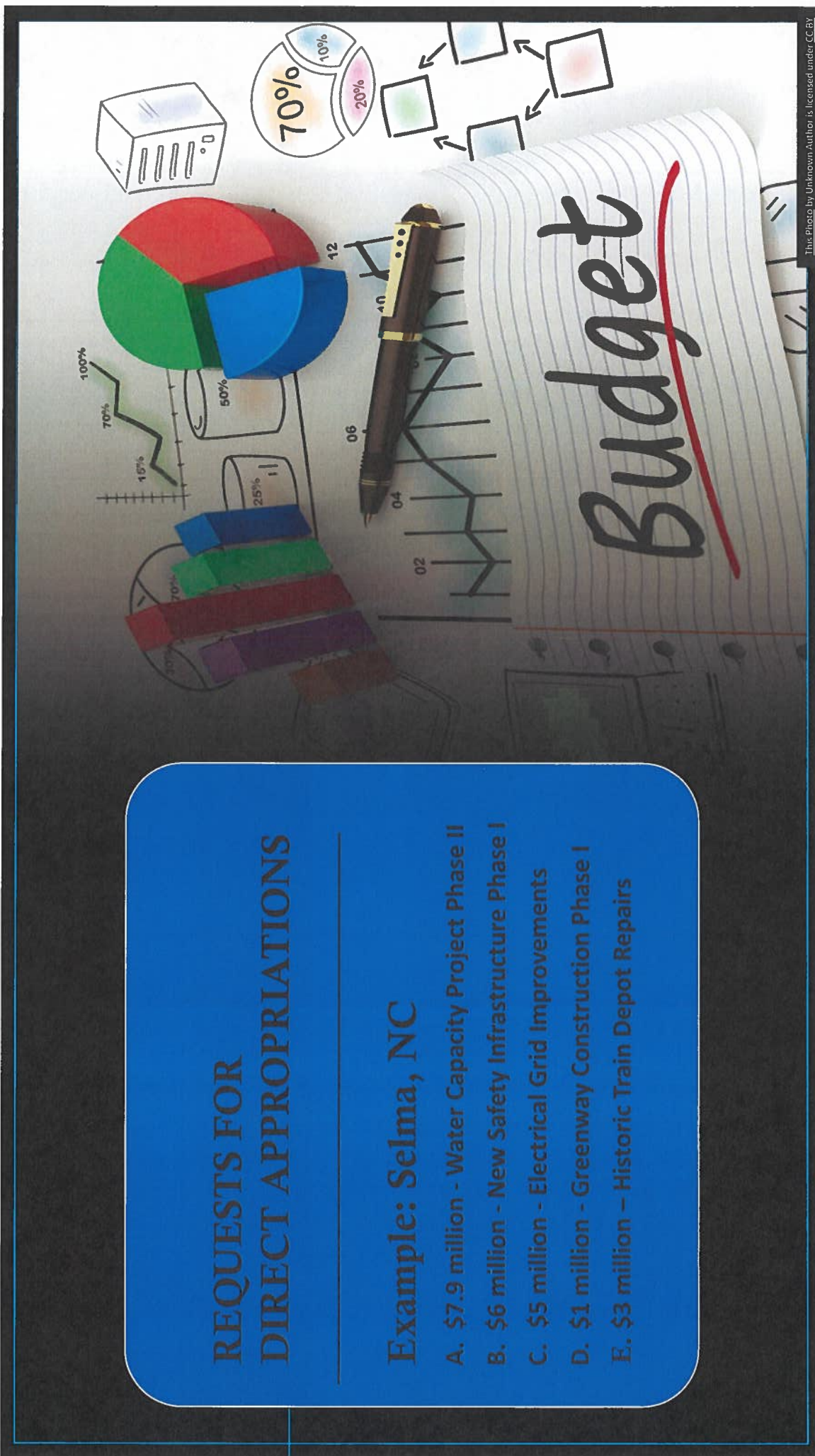
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- Disaster Relief (WNC)
- Two-year State Budget
- Medicaid (Sustainability)
- Down-Zoning
- Revisions to PBM provisions
- Rural/Economic Development
- Environmental/PFAS
- Workforce Development
- County Tier Designations
- Private Property Protections
- Capital Infrastructure
- Regulatory Reform

## REQUESTS FOR DIRECT APPROPRIATIONS

### Example: Selma, NC

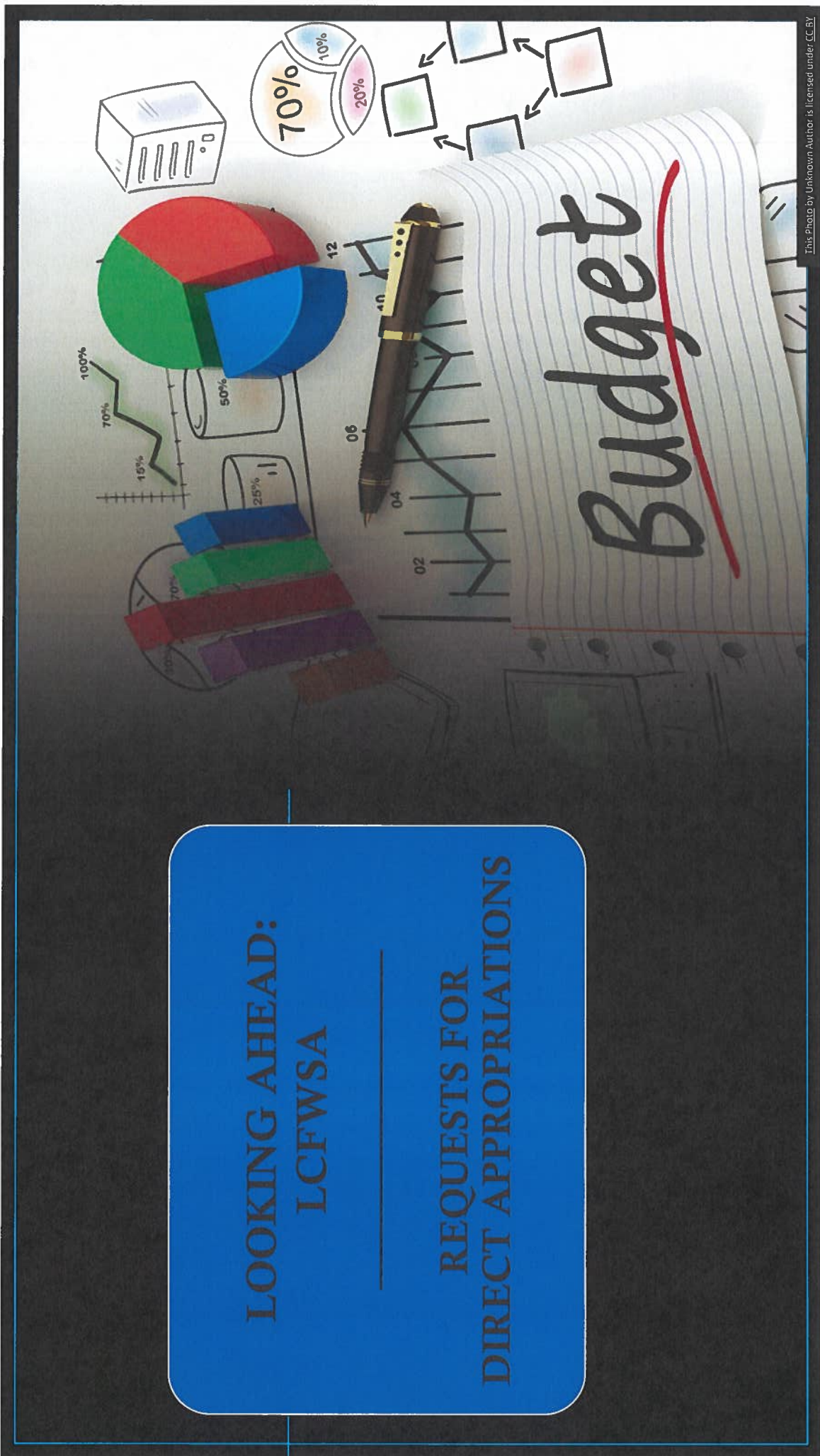
- A. \$7.9 million - Water Capacity Project Phase II
- B. \$6 million - New Safety Infrastructure Phase I
- C. \$5 million - Electrical Grid Improvements
- D. \$1 million - Greenway Construction Phase I
- E. \$3 million - Historic Train Depot Repairs





LOOKING AHEAD:  
LCFWSA

REQUESTS FOR  
DIRECT APPROPRIATIONS



This Photo by Unknown Author is licensed under CC BY

# **F** **GA** **ELLECTUS** GOVERNMENTAL AFFAIRS

*We would be honored to represent LCFWSA!*

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**Lower Cape Fear Water & Sewer Authority****Personnel Committee Meeting Minutes**March 10<sup>th</sup>, 2025

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Chairman DeVane called to order the Personnel Committee Meeting on March 10<sup>th</sup>, 2025, at 8:15 a.m. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.

**Present:** Norwood Blanchard, Patrick DeVane, Harry Knight, and Scott Phillips

**Present by Virtual Attendance:** Al Leonard

**Absent:** None

**Staff:** Tim Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Boswell, COG; and Danielle Hertzog, Financial Administrative Assistant

**Guest:** Devon Moore, Computer Warriors

**Closed Session**

Chairman DeVane requested a motion to go into a closed session in accordance with N.C.G.S. §143-318.11(a)(6) for Personnel Matters respectively:

**Motion:** Director Blanchard **MOVED**; seconded by Director Phillips, to go into closed session in accordance with N.C.G.S. §143-318.11(a)(6) for Personnel Matters respectively. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

At 8:35 a.m., the board went into closed session. The board returned to open session at 8:27 a.m. Discussion only; no action taken.

**ADJOURNMENT**

There being no further business, Chairman DeVane adjourned the meeting at 8:28 a.m.

Respectfully Submitted,

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Tim Holloman, Executive Director

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**Lower Cape Fear Water & Sewer Authority****Finance Committee Meeting Minutes****March 10, 2025**

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Chairman DeVane called to order the Finance Committee Meeting on March 10, 2025, at 8:30 a.m. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.

**Present:** Norwood Blanchard, Patrick DeVane, Harry Knight, and Scott Phillips

**Absent:** None

**Present by Virtual Attendance:** Al Leonard

**Staff:** Tim H. Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Boswell, COG; and Danielle Hertzog, Financial Administration Assistant

**Guests Present:** None

**Guests Virtual Attendance:** None

**PowerPoint for Annual Budget Fiscal Year 2025-2026**

Executive Director Holloman reviewed essential cost items for the FY 2025-2026 draft budget. Our customers have projected using 10,519,390 gallons of water for an estimated revenue of 5.1 million. Health insurance ends with NCLM on June 30, 2025, and we must get quotes. The property and liability insurance expenses will be received on April 1. State retirement will increase from 13.6% to 14.85%. LCFWASA will purchase a fourth pump through either state appropriation, finance, or partner contribution for the Kings Bluff Plant. We will have Pay-Go for the Air Backwash and Walkway for \$4,200,000. Rates will increase by 0.04 to 0.48 from the current .44, as recommended by the rate forecast needed for the Master Plan. The FY 2025-2026 budget is a 31% increase from the FY2024-2025 budget due primarily to operating capital expenses, building the R & R Fund, and the Parallel Line Project.

**ADJOURNMENT**

There being no further business, Chairman DeVane adjourned the meeting at 8:46 a.m.

Respectfully Submitted,

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Tim Holloman, Executive Director

*The next Finance Committee Meeting of the Lower Cape Fear Water & Sewer Authority is scheduled for Monday, May 12, 2025, at 8:30 a.m. in the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.*

# BRUNSWICK COUNTY PUBLIC UTILITIES

Kings Bluff Pump Station/LCFWASA

246 Private Rd. 703  
Riegelwood, NORTH CAROLINA 28456

MAILING ADDRESS  
P. O. Box 249  
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE (910) 655-4799  
FAX (910) 655-4798

**TO: Tim Holloman**

**FROM:** David Carson

**DATE:** 4/1/2025

**SUBJECT: Monthly maintenance report for March 2025**

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**Mr. Holloman,**

The Maintenance and Operations of the King's Bluff facility (KB) for the month of March were performed as prescribed in the station SOP'S and other items are as follows. The diesel drive booster pumps along with the standby System Computer and Data Acquisition (SCADA) generator located at the raw tank and the SCADA generator located at INVISTA / CFPUA vaults off HWY 421 were run and tested weekly and verified standby ready.

KB personnel completed all locates issued by the Boss 811 system.

KB personnel installed vacuum breakers at raw tank.

KB personnel assisted I&E to diagnose issue with VFD for Pump #1.

KB personnel installed A.R.V. (Air release valve) on pump 1,4, &5.

KB personnel flushed cooling system flow monitors on pumps 4 & 5 of dirt and debris.

KB personnel hung signage at Raw tank.

KB personnel inspected valve positions along the length of waterline.

KB personnel performed pumping of ground water out of vault at raw tank and ARV's.

KB personnel cut overgrowth of weeds at crossovers along the waterline.

KB personnel along with Rick Colton from Shermco monitored and began to troubleshoot the issue associated with drive for pump #1.

KB personnel installed heaters on air compressor #1 & #2.

KB personnel took delivery of the new Valve Exerciser/Vac trailer and completed training on the new valve exercise machine

**Contractors:**

Pursuit Cleaning came to Kings Bluff offices for weekly cleaning.

Rick Colten From Shermco.

LJ's Land management cut Kings Bluff and Authority property.

McDuffy Pest control spray Kings Bluff.

BFPE inspected fire extinguishers.

O'Brien HVAC

Rick's Air compressor services

Highland Roofing Inspected vent.

**David Carson**





To: Tim Holloman - LCFWASA

From: James Kern – Bladen Bluffs SWTP ORC

Date: 4/2/25

Subject: March 2025 Operations

During the month of March, Bladen Bluffs SWTP operated a total of 18 days, treating 51.82 million gallons of water.

We used:

35,324 lbs. of aluminum sulfate (Alum)

9,119 lbs. of sodium hydroxide (Caustic)

988 lbs. of sodium hypochlorite (1,984 gallons of 6% Chlorine Bleach)

**James Kern**  
**Water Treatment Plant**  
**Supervisor**

**Smithfield.**  
*Good food. Responsibly.®*

(910) 862-3114  
(910) 862-3146  
(910) 733-0016 mobile  
[jkern@smithfield.com](mailto:jkern@smithfield.com)

Bladen Bluffs Surface Water Treatment  
Plant  
17014 Highway 87 West  
Tar Heel, NC 28392  
[www.smithfieldfoods.com](http://www.smithfieldfoods.com)

## Bladen Bluffs SWTP Maintenance Report

Date: 4/2/2025

### ISSUE:

### PLAN OF ACTION:

All PLC need updated	Quote received – In Discussion
Vault intrusion electrical needs replaced	Using in house electricians
Need to do full chemical pump PM	Getting quote
Issue with polymer pump #1	FIXED
Piping for diesel fuel needs painting	Power washing COMPLETE – scheduling painting
Leaks in water hose supply lines	FIXED
Multiple flooded vaults	Pumped out and getting plan in place
Corrosion on exposed GAC	Power washing COMPLETE – scheduling painting
Leak on chlorine day tank	FIXED
Corrosion on column in chemical building	Will repair after leaking hose is replaced
Blower room needs to be cleaned	COMPLETE
Carry water ling to cl2 has leak, needs replacement	FIXED
Electrical Issue in Pipe Gallery	Temp FIXED, quote approved to reroute electric
CT708 pumps leaking	FIXED
Wooden walkway to river needs replacement	Planning with LCF

Highlighted items are items noted on annual engineer inspection.

## Monthly Operating Reports (MORs) Summary

(No user data entry – all values are auto-populated.)

Year: <u>2025</u>	PWS Name: <u>Bladen Bluffs Water System</u>	PWSID# : <u>NC5009012</u>
Month: <u>March</u>	Facility Name: <u>Bladen Bluff</u>	

### Combined Filter Effluent (CFE) Turbidity

Samples exceeding 1 NTU (count): <u>0</u>	Number of samples required: <u>92</u>
Samples exceeding .3 NTU (count): <u>0</u>	Number of samples taken: <u>92</u>
Samples exceeding .3 NTU (pct): <u>0.0%</u>	Highest single turbidity reading NTU: <u>0.141</u>
	Monthly average turbidity NTU: <u>0.080</u>

### Individual Filter Effluent (IFE) Turbidity

1) Was each filter <u>continuously</u> monitored for turbidity?	Yes	<u>X</u>	No	
2) Was each filter's monitoring results <u>recorded every 15 minutes</u> ?	Yes	<u>X</u>	No	
3) Was there a failure of the continuous turbidity monitoring equipment?	Yes		No	<u>X</u>
4) Was any individual filter turbidity level > 1.0 NTU in two consecutive measurements ?	Yes		No	<u>X</u>
5) Was any individual filter turbidity level > 0.5 NTU in two consecutive measurements at the end of 4 hours of operation after the filter has been backwashed or otherwise taken offline ?	Yes		No	<u>X</u>
6) Was any individual filter turbidity level > 1.0 NTU in two consecutive measurements in each 3 consecutive months ?	Yes		No	<u>X</u>
7) Was any individual filter turbidity level > 2.0 NTU in two consecutive measurements in 2 consecutive months ?	Yes		No	<u>X</u>

### Entry Point Residual Disinfectant Concentration (EPRD)

Disinfectant Used <u>Chlorine</u>	Number of samples required <u>92</u>
Minimum EPRD concentration <u>0.7600</u>	Number of samples taken <u>92</u>

### Distribution Residual Disinfectant Concentration

Number of samples under 0.010 mg/L (without any detectable) excluding where HPC is ≤ 500/mL	<u>0</u>
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### Contact Time (CT) Ratio

Lowest CT ratio reading <u>13.20</u>	Number of CT ratios required <u>18</u>
Number of CT ratios below 1.0 <u>0</u>	Number of CT ratios calculated <u>18</u>

### Remarks From General Info Worksheet

☒ By checking this box, the ORC certifies that the requirements of 15A NCAC 18C .1301 "General Requirements", .1302 "Tests, Forms, and Reporting", and .1303 "Facility Oversight" have been met for the month of March, 2025 and that records documenting compliance with this rule are maintained on the premises and available for inspection upon request.



**Consent Agenda (CA-6)****Lower Cape Fear Water & Sewer  
Authority****AGENDA ITEM**

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 14, 2025

Re: Implementation of Salary Study

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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Background: Approve the implementation of an 11% salary increase for the FY 2025/2026 Budget, as recommended by the Personnel Committee on March 10th, 2025. A subsequent review will take place on January 12th, 2026, to consider additional salary adjustments.

Recommendation Date: March 10th, 2025

Proposed Salary Increase: 11%

Effective Period: FY 2025/2026

Review Date: January 12th, 2026, for further potential adjustments

Budget Impact: The increase will be incorporated into the FY 2025/2026 Budget.

This recommendation is based on the results of the recent Salary Study and will be further assessed in January 2026 to consider implementation of the second step to align and bring salaries to current market levels.

**Resolution Adopting the Lower Cape Fear Water & Sewer Authority's  
Local Water Supply Plan for Kings Bluff Raw Water Pump Station,  
PWSID 50-09-013, for Calendar Year 2024**

**Whereas**, North Carolina General Statute 143-335 (l) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan at least once every five years; and

**Whereas**, as required by the statute and in the interests of sound local planning, the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for calendar year 2024 for Kings Bluff Raw Water Pump Station, has been developed and submitted to the Board of Directors for approval; and

**Whereas**, the Board of Directors for the Lower Cape Fear Water & Sewer Authority (Authority) find that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Authority, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

**Now, Therefore, Be It Resolved** by the Chairman and Board of Directors of the Lower Cape Fear Water & Sewer Authority that the Local Water Supply Plan for calendar year 2024 for Kings Bluff Raw Water Pump Station is approved for submittal to the Department of Environmental Quality, Division of Water Resources (Department); and

**Be It Further Resolved** that the Board of Directors of the Authority intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

**This Resolution was adopted on the 14th day of April 2025.**

\_\_\_\_\_  
Patrick DeVane, Chairman

ATTEST:

\_\_\_\_\_  
Al Leonard, Secretary

# LCFWSA - Kings Bluff

2024 ✓

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name: LCFWSA - Kings Bluff PWSID: 50-09-013  
 Mailing Address: 1107 New Pointe Blvd., Suite # 17  
 Leland, NC 28451 Ownership: Authority  
 Contact Person: Tim H Holloman Title: Executive Director  
 Phone: 910-383-1919 Cell/Mobile: 919-333-5933

**Provisional**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Other	48	80.00 %
Other	54	20.00 %

What are the estimated total miles of distribution system lines? 38 Miles

How many feet of distribution lines were replaced during 2024? 0 Feet

How many feet of new water mains were added during 2024? 0 Feet

How many meters were replaced in 2024? 0

How old are the oldest meters in this system? 0 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 0

What is this system's finished water storage capacity? 0.0000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? Line breaks that were repaired quickly should not be included. No

### Programs

Does this system have a program to work or flush hydrants? No

Does this system have a valve exercise program? Yes, Semi-Annually

Does this system have a cross-connection program? No

Does this system have a program to replace meters? No

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? Yes

### Water Conservation

What type of rate structure is used? Flat/Fixed

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? No

## 2. Water Use Information



## Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Cape Fear River (02-3)	100 %	Brunswick	80 %
		New Hanover	19 %
		Pender	1 %

What was the year-round population served in 2024? 300,000

What was the seasonal population and months served in 2024? (if applicable) 550,000 ( May Jun Jul Aug )

Has this system acquired another system since last report? No

## Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	0	0.0000	0	0.0000
Commercial	0	0.0000	0	0.0000
Industrial	1	0.0000	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0000 MGD

## Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Brunswick County	04-10-045	14.7800	365	24.0000	2022	Yes	Yes	48,54	Regular
Cape Fear Public Utility Authority	04-65-010	11.8000	365	38.0000	2022	Yes	Yes	48,54	Regular
Pender County	70-71-011	1.6630	365	6.0000	2029	Yes	Yes	48,54	Regular

## 3. Water Supply Sources

## Monthly Withdrawals &amp; Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	27.2500	29.6200	May	33.6300	36.6300	Sep	29.0200	32.5000
Feb	28.0600	29.7300	Jun	34.8500	38.3000	Oct	28.2700	31.4300
Mar	29.0200	31.3300	Jul	32.4700	36.3100	Nov	23.1200	25.9000
Apr	33.5300	36.7800	Aug	28.1400	31.7100	Dec	22.3300	24.0300



## Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal MGD	Maximum Day Withdrawal (MGD)	Available Raw Water Supply MGD	Usable On-Stream Raw Water Supply Storage (MG)
Cape Fear River	Lock and Dam No. 1	32.0100	365	96.0000	0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

## Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Cape Fear River	Lock and Dam No. 1	5,255	Yes	Cape Fear River (02-3)	Bladen		Regular

What is this system's off-stream raw water supply storage capacity? 3 Million gallons

4/9/25, 9:43 AM

DWR :: Local Water Supply Planning

Are surface water sources monitored? **Yes, Daily**Are you required to maintain minimum flows downstream of its intake or dam? **No**Does this system anticipate transferring surface water between river basins? **No**

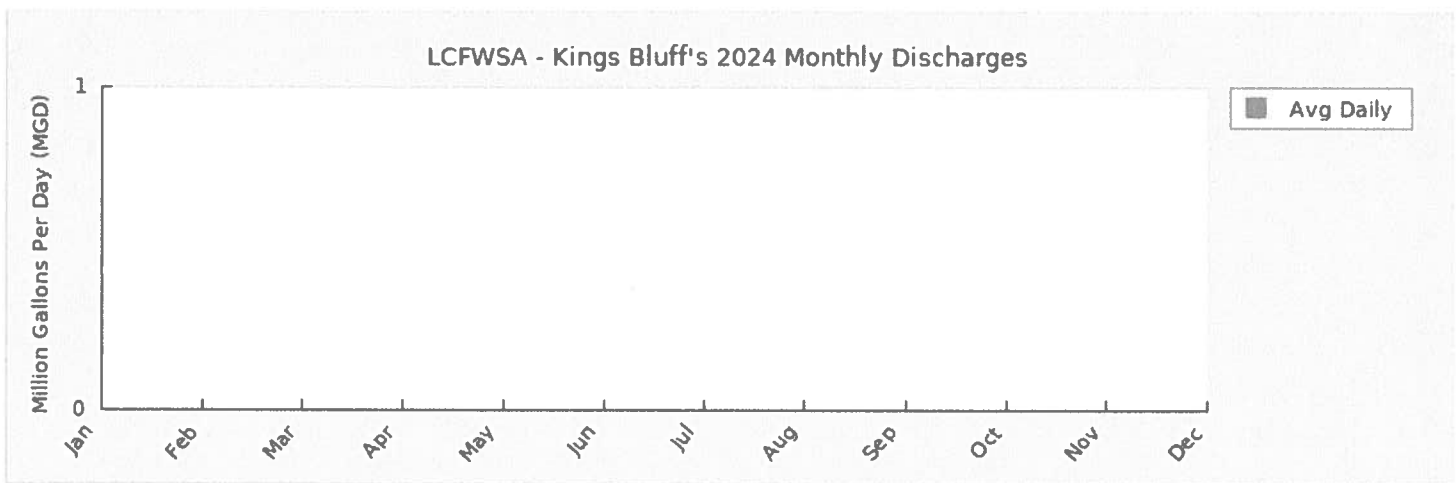
## Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Cape Fear Public Utility Authority	04-65-015	0.0000	365	0.0000	2023	Yes	No	24	Emergency

## 4. Wastewater Information

## Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000

How many sewer connections does this system have? **0**How many water service connections with septic systems does this system have? **0**Are there plans to build or expand wastewater treatment facilities in the next 10 years? **No**

## 5. Planning

## Projections

	2024	2030	2040	2050	2060	2070
Year-Round Population	300,000	305,000	310,000	315,000	320,000	325,000
Seasonal Population	550,000	550,000	560,000	560,000	570,000	570,000
Residential	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Commercial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Industrial	0.0000	1.0300	1.0300	1.1300	1.1300	1.2300
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unaccounted-for	3.7567	2.8300	2.8300	2.8300	2.8300	2.8300

## Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	96.0000	96.0000	96.0000	96.0000	96.0000	96.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	96.0000	96.0000	96.0000	96.0000	96.0000	96.0000
Service Area Demand	3.7567	3.8600	3.8600	3.9600	3.9600	4.0600
Sales	28.1658	68.0000	68.0000	68.0000	68.0000	68.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	31.9225	71.8600	71.8600	71.9600	71.9600	72.0600
Demand as Percent of Supply	33%	75%	75%	75%	75%	75%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 0 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

## Additional Information

Has this system participated in regional water supply or water use planning? Yes, Yes, McKim and Creed completed an analysis in 2016 and we are updating it.

What major water supply reports or studies were used for planning? Kings Bluff usage, trends, and population projections for regional growth.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.



**Resolution Adopting the Lower Cape Fear Water & Sewer Authority's  
Local Water Supply Plan for Bladen Bluffs Regional Surface Water System,  
PWSID 50-09-012 for Calendar Year 2024**

**Whereas**, North Carolina General Statute 143-335 (l) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan at least once every five years; and

**Whereas**, as required by the statute and in the interests of sound local planning, the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for calendar year 2024 for Bladen Bluffs Regional Surface Water System, has been developed and submitted to the Board of Directors for approval; and

**Whereas**, the Board of Directors for the Lower Cape Fear Water & Sewer Authority (Authority) find that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Authority, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

**Now, Therefore, Be It Resolved** by the Chairman and Board of Directors of the Lower Cape Fear Water & Sewer Authority that the Local Water Supply Plan for calendar year 2024 for Bladen Bluffs Regional Surface Water System is approved for submittal to the Department of Environmental Quality, Division of Water Resources; (Department); and

**Be It Further Resolved** that the Board of Directors of the Authority intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

**This Resolution was adopted on the 14th day of April 2025.**

\_\_\_\_\_  
Patrick DeVane, Chairman

ATTEST:

\_\_\_\_\_  
Al Leonard, Secretary

# Bladen Bluffs - LCFWSA

2024 ▾

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## 1. System Information

### Contact Information

Water System Name:	Bladen Bluffs - LCFWSA	PWSID:	50-09-012
Mailing Address:	1107 New Pointe Blvd., Suite # 17 Leland, NC 28451	Ownership:	Authority
Contact Person:	Tim Holloman	Title:	Executive Director
Phone:	910-383-1919	Cell/Mobile:	--
Secondary Contact:	James Kern	Phone:	910-733-0016
Mailing Address:	PO Box 100 Tar Heel, NC 28392	Cell/Mobile:	--

**Provisional**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	24	100.00 %

What are the estimated total miles of distribution system lines? **1 Miles**

How many feet of distribution lines were replaced during 2024? **0 Feet**

How many feet of new water mains were added during 2024? **0 Feet**

How many meters were replaced in 2024? **0**

How old are the oldest meters in this system? **0 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**

What is this system's finished water storage capacity? **4.0000 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

### Programs

Does this system have a program to work or flush hydrants? **No**

Does this system have a valve exercise program? **No**

Does this system have a cross-connection program? **No**

Does this system have a program to replace meters? **No**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **No**

Does this system have a leak detection program? **No**

### Water Conservation

What type of rate structure is used? **Other**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

## 2. Water Use Information

### Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Cape Fear River (02-3)	100 %	Bladen	100 %

What was the year-round population served in 2024? 0

Has this system acquired another system since last report? No

### Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	0	0.0000	0	0.0000
Commercial	0	0.0000	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0570 MGD

### Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Smithfield Packing Company	03-09-527	2.6218	209	4.0000		Yes	No	24	Regular

## 3. Water Supply Sources

### Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	1.9132	3.7900	May	1.6036	3.7900	Sep	1.3640	3.3800
Feb	1.6117	3.3900	Jun	1.5877	3.5000	Oct	1.6412	3.1600
Mar	1.4029	3.9000	Jul	1.6671	3.8500	Nov	1.4080	3.3900
Apr	1.7507	4.0000	Aug	1.6139	3.8000	Dec	1.6648	3.5600



### Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal MGD	Maximum Day Withdrawal (MGD)	Available Raw Water Supply MGD	Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used	* Qualifier	
Cape Fear River		2.8035	209	4.0000	6.0000 T 0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

### Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Cape Fear River		4,900	Yes	Cape Fear River (02-3)	Bladen		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

### Water Purchases From Other Systems



Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Smithfield Packing Inc.	03-09-527	0.0000	0			Yes	No	24	Regular

## Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Bladen Bluffs Surface Water Tr	6.0000	Yes	Yes	Cape Fear River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2024? **No**

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2024? **No**

If yes, was any water conservation implemented?

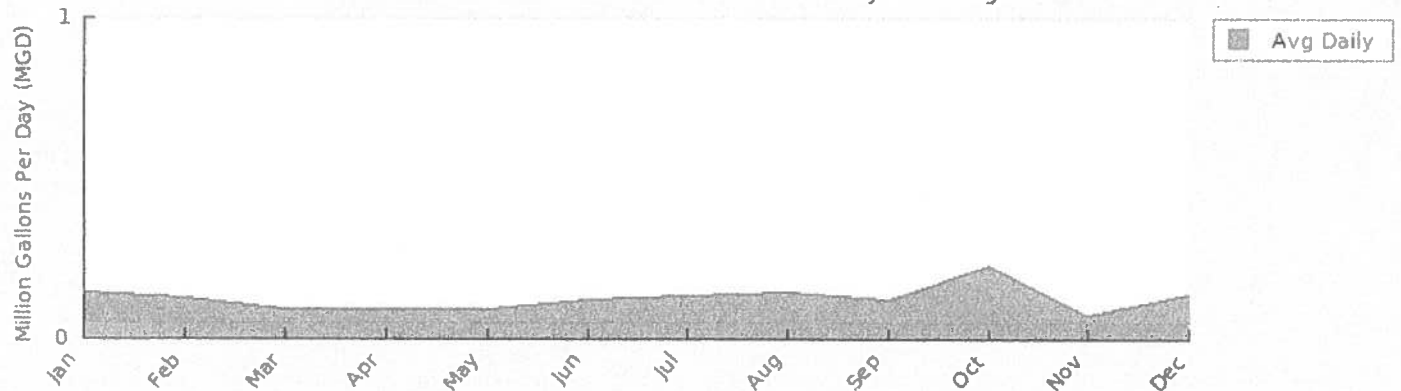
Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **No**

## 4. Wastewater Information

## Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.1445	May	0.0937	Sep	0.1249
Feb	0.1292	Jun	0.1242	Oct	0.2294
Mar	0.0914	Jul	0.1347	Nov	0.0741
Apr	0.0929	Aug	0.1481	Dec	0.1424

Bladen Bluffs - LCFWSA's 2024 Monthly Discharges



How many sewer connections does this system have? **0**

How many water service connections with septic systems does this system have? **0**

Are there plans to build or expand wastewater treatment facilities in the next 10 years? **No**

## Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NCG590020	WTP	1.5000	1.5000	0.2000	1.4000	Cape Fear River	Cape Fear River (02-3)

## 5. Planning

## Projections

2024      2030      2040      2050      2060      2070

Year-Round Population	0	0	0	0	0	0
Seasonal Population	0	0	0	0	0	0
Residential	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Commercial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.0570	0.0570	0.0570	0.0570	0.0570	0.0570
Unaccounted-for	0.0468	0.0000	0.0000	0.0000	0.0000	0.0000

## Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
Service Area Demand	0.1038	0.0570	0.0570	0.0570	0.0570	0.0570
Sales	1.4971	4.0000	4.0000	4.0000	4.0000	4.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	1.6009	4.0570	4.0570	4.0570	4.0570	4.0570
Demand as Percent of Supply	27%	68%	68%	68%	68%	68%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is unavailable until we receive population data for 2024 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

## Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

**CONSENT AGENDA (CA-9)****Lower Cape Fear Water & Sewer Authority**

**CONSENT ITEM-** Background: Line-Item adjustments are made to align revenues and expenditures more closely to actuals without exceeding or decreasing the approved or amended budget.

**LINE-ITEM ADJUSTMENTS FOR 02/28/2025**

<b>Operating Fund:</b>	<b>Line-Item Budget Amount prior to Adjustment</b>	<b>Decrease</b>	<b>Increase</b>	<b>Budget Amount as of 02/28/2025</b>
<b>Expenses</b>				
4048-01 Engineer	\$157,500	\$(16,500)		\$141,000
4062-01 Office Equipment	\$35,000		\$5,000	\$40,000
4065-01 Telephone & Internet	\$5,000		\$2,000	\$7,000
4070-01 Travel and Training	\$29,000		\$7,000	\$36,000
4081-01 Dues & Subscription	\$10,000		\$2,500	\$12,500
<b>Total</b>	<b>\$ 236,500</b>	<b>\$(16,500)</b>	<b>\$16,500</b>	<b>\$ 236,500</b>



## **Resolution Recognizing National Drinking Water Week**

**WHEREAS** the Board of Directors for Lower Cape Fear Water & Sewer Authority (“the Authority”) wishes to provide and promote the importance of raw water to the region; and

**WHEREAS**, the Authority is a regional organization created to aid the development of a water supply system for its sponsoring member governments comprised of Bladen, Brunswick, Columbus, New Hanover, and Pender Counties, and the City of Wilmington; and

**WHEREAS** the Authority recognizes that water is our most valuable natural resource; and

**WHEREAS**, water is treated by our wholesale partners providing public health protection, fire protection, support for our economy and the quality of life we enjoy; and

**WHEREAS**, any measure of a successful society, low mortality rates, economic growth and diversity, productivity, and public safety are related to access to water; and

**WHEREAS** we are all stewards of the water infrastructure upon which future generations depend; and

**WHEREAS** the Authority’s Board of Directors calls upon the residents and businesses of our region and those further upriver to protect our source waters from pollution, to practice water conservation, and to get involved in local water issues.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and the Board of Directors for the Lower Cape Fear Water & Sewer Authority that the first full week in May (4<sup>th</sup>-10<sup>th</sup>) is proclaimed as Drinking Water Week.

**THEREFORE, BE IT FURTHER RESOLVED**, that a copy of this resolution be recorded in the permanent minutes of this Board.

**This Resolution was adopted on the 14<sup>th</sup> day of April 2025.**

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**Patrick DeVane, Chairman**

**ATTEST:**

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**Al Leonard, Secretary**

## AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 14, 2025

Re: SCADA UPGRADE KINGS BLUFF PLANT

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**Background:** Included in this year's 2024-25 Fiscal Year Budget was an upgrade to the SCADA system for the Kings Bluff Plant. Initial budget figures were \$125,000.00, the lowest bid is \$157,714.56. The Scada has not been upgraded since the plan was completed in 2009.

The PLC controllers at King's Bluff have reached the end of life and are now obsolete and have been for about 6 years. We can no longer buy any of the PLC processors for the Kings Bluff Water Plant. The Concept software for King's Bluff is also obsolete and it has a 32-bit program and will not run on the new 64-bit Windows based systems.

This is the reason why we are trying to upgrade all of King's Bluff PLC to the latest hardware and software.

Existing PLC programs will be converted to Unity 15.0 software, all PLC panels will be upgraded to M340 PLC with termination to existing terminals. All Existing Control Panel Drawings will be updated. Testing of new PLC Equipment to HMI will be performed and all controls loops will be tested.

**Action Requested:** Motion to approve/disapprove.

CORPORATE OFFICE  
2100 Carolina Place Drive  
Fort Mill, SC 29708  
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sales@lordandcompany.com  
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# Brunswick County PLC Replacement

Brunswick County, NC  
Quotation No. LCQQ10268

February 7, 2025

Prepared by: Derek Holder Sales Manager: Joseph Dickson



**Lord & Company**  
INDUSTRIAL AUTOMATION



**YOUR PARTNER IN PROCESS SOLUTIONS**



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L&amp;C Quotation No. LCQQ10268

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## 1. L&C Summary

February 7, 2025

**SUBJECT: Brunswick County PLC Replacement****Brunswick County, NC****L&C Quotation No. LCQQ10268**

We are pleased to present our quotation for the equipment and services as requested.

We appreciate the opportunity to meet your instrumentation and control needs for this project and desire to give your company a firsthand experience of working with Lord & Company. As a **CSIA Certified System Integrator** (CSIA website: <https://www.csiaexchange.com/2368/Lord-Company-Inc>) we are certain that we will prove our excellent reputation of over 40 years for quality equipment, timely services and experienced engineers.

Lord & Company, Inc. is a very high-quality SCADA System Integrator and Supplier that utilize all the major manufacturers of hardware and software. We have been certified and factory trained on many major equipment manufacturers. Our expertise and familiarity with all manufacturers make us highly qualified to provide a complete and working system and our CSIA Certification, superior customer training and documentation add value to any system.

We have a full-time in-house control panel assembly shop that is **UL-508A** and **UL-698A certified**. We also employ a full time registered professional engineer **PE** and full-time registered Project Management Professionals **"PMP"**.

## 2. Scope of Work

The detail of our offering is as follows:

Lord & Company to provided PLC Upgrades in existing panels as described below and including PLC programming, Updated Panel Drawings, Factory Acceptance Testing of new PLC Equipment, removal of existing equipment, installation of new equipment, and startup of upgraded panels.

L&amp;C Quotation No. LCQQ10268

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The following existing control panels to be upgraded and include the major equipment listed below:

## 1. Generator PLC Panel Upgrade

**Qty** **Description**

- 1 Modicon M340 PLC
- 3 PLC Power Supply
- 3 Expansion Rack Kits
- 5 32-pt Digital Input Module, 24VDC
- 7 32-pt Digital Output Module, 24VDC
- 1 Network Module
- 1 8-pt Analog Input Module, Isolated

## 2. Pump 1 PLC Panel Upgrade

**Qty** **Description**

- 1 Modicon M340 PLC
- 1 PLC Power Supply
- 1 8-pt Analog Input Module, Isolated
- 2 4-pt Analog Input Module, Isolated
- 1 4-pt Analog Output Module, Isolated
- 1 16-pt Digital Input Module, 120VAC
- 1 16-pt Relay Output Module

## 3. Pump 4 PLC Panel Upgrade

**Qty** **Description**

- 1 Modicon M340 PLC
- 1 PLC Power Supply
- 1 8-pt Analog Input Module, Isolated
- 2 4-pt Analog Input Module, Isolated
- 1 4-pt Analog Output Module, Isolated
- 1 16-pt Digital Input Module, 120VAC
- 1 16-pt Relay Output Module

## 4. Pump 5 PLC Panel Upgrade

**Qty** **Description**

- 1 Modicon M340 PLC
- 1 PLC Power Supply
- 1 8-pt Analog Input Module, Isolated
- 2 4-pt Analog Input Module, Isolated
- 1 4-pt Analog Output Module, Isolated
- 1 16-pt Digital Input Module, 120VAC
- 1 16-pt Relay Output Module

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## 5. Main PLC Panel Upgrade

<u>Qty</u>	<u>Description</u>
1	Modicon M340 PLC
1	PLC Power Supply
1	16-pt Digital Input Module, 120VAC
1	16-pt Digital Output Module, 24VDC
1	8-pt Analog Input Module
1	4-pt Analog Output Module

**The Following Spares will be provided:**

<u>Qty</u>	<u>Description</u>
1	8-Slot Backplane
1	PLC Power Supply
1	M340 PLC
1	16-pt Digital Input Module, 120VAC
1	16-pt Digital Output Module, 24VDC
1	8-pt Analog Input Module, Isolated
1	4-pt Analog Output Module, Isolated
1	4-pt Analog Input Module, Isolated
1	16-pt Relay Output Module

**The following Electrical Work to be provided:**

- Project to include additional signals to Main PLC
- Conduit will be 3/4" & 1" Sch 40 PVC
- Whips to sensors/equipment will be 1/2" carflex (liquid tight)
- Wiring from PLC-150 to new junction box in pump room and below floor in pipe gallery shall be pulled using #18 TSP OMNI cable in place of C0454A.41.10 #18 TSP in 1" Conduit
- Three (3) additional spare wires/cables in each home run conduit
- Label Wiring
- Cleanup of materials
- Field wire terminations

### 3. Project Management

**Project Management Duties to Include:**

1. Project Scheduling
2. Coordination with Brunswick County



## 4. Design Engineering

Design Engineering to Include the following in Electronic Format:

1. Updated Panel Drawings
2. Testing and Calibration Documentation
3. O&M Manuals

**\*Note:** Hard Copies of this documentation can be printed from the electronic file or can be provided by L&C at an additional cost.

## 5. Field Services

Field Service to include the following:

1. Field Services to include 5 Trips, 160 hours total for:
  - a. Removal of Existing Equipment
  - b. Installation of New Equipment listed above, including wire terminations at the panel.
  - c. Startup of New Equipment

**Note:** If additional field service is required it can be purchased at a cost of \$188.00 per hour.

## 6. Training

Training not included in this scope of work.

**Note:** If additional training is required it can be purchased at a cost of \$188.00 per hour.

## 7. Inclusions

This scope includes the following:

- On-site startup of control panels and field equipment
- On-site training
- Programming of new PLC Equipment
- Removal of Existing PLC Equipment
- Installation of New PLC Equipment
- Field Wire Terminations
- Spare parts listed above
- Updated Control Panel Drawings
- Factory Acceptance Testing (FAT)

## 8. Exclusions

The following items are excluded from our scope:



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- HMI software upgrades of any kind.
- Sunshields of any kind
- Expedited Delivery on equipment

## 9. Pricing and Delivery

### Pricing Summary

	Price
BASE SCOPE	\$229,216.00
<b>Total</b>	<b>\$229,216.00</b>

Sales Tax Not Included Above

**Note: If additional Field Service, software, or programming assistance is required outside the included scope above an additional cost of \$188.00 per hour shall apply.**

**Drawings** Estimate 6-8 weeks after receipt of the purchase order.

**Delivery** Estimate 14-18 weeks after release for production.

Due to a Global shortage on components and factors out of our control, all lead times and ship dates are estimates only and not a guarantee.

**Terms** Monthly progress payments for milestones, design, material shipments, startup, etc.; Net 30 days after date of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over 15 days past due. No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any item or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. Reference this quotation number on all correspondence concerning this project, including purchase orders and/or contracts.

Pricing Valid for 30 days – Contact to confirm pricing after 30 days

**Freight** Shipment is F.O.B. factory - full freight allowed to jobsite.

## 10. Warranty

The warranty for Lord & Company is as follows:

We shall provide a One (1) year warranty on the equipment we supply. Damage due to misuse, abuse, flooding, moisture, lightning surges, transients from lightning or any other induced voltages are not covered. Equipment manufacturer's standard warranty and terms apply.



## 11. General Notes

Unless **specifically set forth** in the scope of this proposal, this offer does not include:

- ◇ Interconnecting wiring or conduit
- ◇ Fiber Optic Cable
- ◇ Communication Connectors
- ◇ Installation
- ◇ Installation of antenna, antenna towers, cable, conduit & wire
- ◇ Wire termination's
- ◇ TVSS enclosures
- ◇ Enclosure Rated for Class I, Division 2 hazardous location.
- ◇ Misc. hardware and mounting equipment such as stands, poles, anchors, etc.

We sincerely thank you for the opportunity to work with you on this project and hope that you are richly blessed with the Grace of God in your life. If you have any questions or concerns pertaining to this scope of work, please feel free to contact me or Joseph Dickson

Sincerely,  
**Derek Holder**  
Proposal Manager



2100 Carolina Place Drive  
Fort Mill, SC 29708  
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Website: [lordandcompany.com](http://lordandcompany.com)

cc: Joseph Dickson – Lord & Company, Inc.  
Cell Phone: 803-371-4755  
Email: [jdickson@lordandcompany.com](mailto:jdickson@lordandcompany.com)



## 12. Terms & Conditions

### STANDARD TERMS AND CONDITIONS OF PURCHASE

**Item 1 Payment:** Unless otherwise specified in Sellers proposal, the Purchaser shall pay the purchase price (including the price of goods and fees for services) in full within 30 days after the receipt of invoice for services rendered or goods shipped. In the event part of an order is shipped, the Purchaser shall pay in full the price agreed upon in the schedule of values for the items shipped within thirty (30) days after receipt of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over fifteen (15) days past due. The Seller may, at its option, cease to perform services or deliver goods for the Purchaser upon the Purchaser's failure to timely make any payment. In the event collection of any amounts due hereunder is referred to an attorney by the Seller, purchaser shall bear all costs of collection, including but not limited to, Sellers reasonable attorney's fees.

**Item 2 Changes:** During the course of the project, either Purchaser or Seller may request changes to the scope of the work. Such changes will be effective if the other party agrees to the change in writing or through its actions. If the agreed change results in greater or lesser cost, Seller's compensation for the work will be adjusted accordingly.

**2.1 Fast Track/Accelerated:** Purchaser acknowledges that if Purchaser requires a Seller to perform on an accelerated schedule (i.e. pace faster than the Seller's normal business practice), the risk of errors in the design and development of hardware and software increases as do certain costs such as but not limited to, express shipping of incoming purchases to the Seller, charges for expedited manufacture, development and/or delivery of hardware and/or software to the Seller and, express shipping to Purchaser by the Seller. Purchaser agrees that upon Purchaser's request to the Seller to perform on an accelerated basis, Purchaser will compensate the Seller (at Seller's then prevailing rates) for all additional costs incurred and work required as a result of the accelerated pace of project execution.

**2.2 Slow Track/Deceleration:** A decelerated pace of project execution also causes additional work and costs. If Purchaser decelerates the pace of project execution, Purchaser shall bear the additional costs and expenses associated with such deceleration including but not limited to paying the Seller for "spin-up" time (inefficiency caused by starting and stopping) and then prevailing the Seller rates.

**Item 3 Warranty:** ACCEPTANCE AND WARRANTIES. Any warranties in this agreement commence upon Purchaser's acceptance of the work, which shall occur on the earliest following event:

(a) the date of first use by the Purchaser or first use for the benefit of the Purchaser, whether such use is partial or complete; (b) the date of completion of the start-up or commissioning; or (c) Thirty (30) days after the Seller has delivered to the Purchaser the goods under contract as outlined in the proposal/quotation.

**LIMITED WARRANTY.** The Seller warrants that for a period of one year from the warranty commencement date, that the goods will perform in accordance with specifications set forth in the proposal if final adjustments and start-up are approved by qualified Seller personnel or agents contracted by Seller. The Seller does not warrant that the goods covered by this warranty will perform in accordance with specifications to the extent that equipment forming a part of the goods is not supplied by, or approved for, incorporation into the completed system by the Seller. However, the Seller does warrant that the equipment, parts and components supplied by Seller, forming part of the goods will be free from material defects in materials workmanship for a period of one year from the warranty commencement date.

Further, in no event will Seller be responsible for (a) any modifications to any services or deliverables made by anyone other than Seller; (b) damages caused by misuse, improper operation or improper or insufficient maintenance of any services or deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any services or deliverables that arise from Seller's compliance with designs or other criteria or requirements provided by or through Purchaser. Deliverables not created by Seller are warranted only to the extent of the express written warranties of the manufacturer(s) of such items delivered to Purchaser by Seller as a part of the project.

**THE WARRANTY CONTAINED ABOVE, AS LIMITED, IS THE ONLY WARRANTY EXTENDED IN CONNECTION WITH ANY SALE HEREIN AND IS EXTENDED TO PURCHASER ONLY AND NOT TO ANY SUBSEQUENT PURCHASERS, USERS, THIRD PARTIES, OR EMPLOYEES, AND THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

In the event Purchaser believes Seller owes a warranty obligation applicable to the services or deliverables, or has otherwise failed to comply with any other contract obligation, it must notify Seller in writing within twenty (20) days of its discovery of such obligation. If Seller owes a warranty obligation, it will either, at the Seller's discretion, supply the replacement parts and materials or refund to Purchaser the portion of the compensation paid for any defective services or deliverables. Such performance by Seller is Purchaser's sole and exclusive remedy in the event of a warranty obligation of Seller or any other failure of Seller to comply with its contract obligations.

**Item 4 Insurance:** The responsibility for loss or damage of the goods shall be Purchaser's from the time of shipment. Purchaser is responsible for providing and maintaining adequate insurance for the machinery and goods against loss or damage by fire or other causes during the time between shipment and final payment.

The Seller shall arrange for, pay for and maintain in full force and effect, at all times during the performance of supervisory or field engineering work and until final acceptance of that work, usual and customary policies of insurance which afford the following coverage: (a) Worker's Compensation (b) General Liability.

**Item 5 Non Solicitation of Employees:** To the fullest extent permitted by law, during the course of the project and for one (1) year thereafter, Purchaser specifically agrees that Purchaser, on its own behalf or on behalf of any other company, will not hire or retain, or solicit to hire or retain, any employee of Seller that has been involved in performing the scope of work. Further, during the course of the project and for one (1) year thereafter, Purchaser also agrees that Purchaser, on its own behalf or on behalf of any other company, will not seek to induce any such Seller employees to leave Seller's employment.

**Item 6 Intellectual Property:** Seller shall retain all right, title and interest in and to all drawings, specifications and software prepared by Seller, including but not limited to all copyrights, patents and other intellectual property rights. The Purchaser shall not use any drawings or specifications prepared by Seller, except for the purpose of confirming the quality of design and manufacturing of the goods set forth in the proposal. Purchaser shall not photocopy, duplicate or in any way copy any drawings, specifications, or software which may be supplied by Seller. Subject to the other terms and conditions set forth herein, and upon payment of the agreed upon compensation to Seller, Seller grants to the Purchaser a non-transferable, non-exclusive right and license to use the software set forth in the Proposal for the proper use of the deliverables. The Purchaser shall not sell, license, assign or transfer the software or any interest therein to anyone without Seller's prior written consent, and the Purchaser shall not reverse engineer or make derivative works from the services, software, or deliverables.

**Item 7 Independent Contractor:** Seller is an independent contractor of Purchaser and will have sole charge over, and be solely responsible for, (a) the payment of its employees and subcontractors and (b) the means, methods, techniques and sequences used in the performance of the services and the creation of its deliverables. Both Seller and Purchaser assume that the industrial exemption applies to all services and the proposal, and Purchaser acknowledges that individuals not licensed as professional engineers may execute some or all of the services and create some or all of the deliverables.

**Item 8 Limits of Liability:** In no event, regardless of cause, shall Seller be liable for any indirect, incidental, special, punitive, or consequential damages of any kind, including without limitation any loss of use, productivity, reputation, financing, business opportunities or profits. MOREOVER, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S MAXIMUM AGGREGATE LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. THIS LIMITATION OF SELLER'S LIABILITY WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY.

**Item 9 Termination of Contract:** If Purchaser fails to comply with its obligations under the proposal or these terms and conditions (including without limitation the full and timely payment to Seller), Seller may provide written notice of such default to Purchaser and may thereafter suspend further performance until such default is cured by Purchaser. When such default is cured by Purchaser, the amount to be paid for the scope of work will be equitably increased to account for Seller's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Seller to complete the scope of work will be equitably extended to account for such suspension. If Purchaser fails to cure such default within 30 days of its receipt of such notice from Seller, Seller may terminate its agreement with Purchaser by providing written notice to Purchaser and in such an event, Purchaser will pay Seller for all portions of the scope of work performed (in whole or in part) through the date of such termination. Seller's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit Seller would have earned on the cancelled portions of the scope of work if not for Purchaser's default, and any collection costs (including Seller's attorneys' fees) incurred by Seller in obtaining payment for its services and deliverables from Purchaser.

**Item 10 Dispute Resolution:** Should a dispute arise relating to the proposal or the scope of work, then the parties agree that prior to litigation or formal alternative dispute resolution, the Seller (represented by its president and vice-president) and the Purchaser (represented by two persons with authority to make legally binding decisions for the Purchaser), shall agree to meet in person (or by video or telephone conference) at a mutually agreeable time and location in an attempt to informally resolve the dispute. Any such meeting shall be arranged and held within thirty (30) days after either party provides written notice to the other of a dispute. Should a resolution be reached in such a meeting, the parties agree that their agreement shall be memorialized in writing and considered binding between the parties.

If a settlement cannot be reached as a result of the above meeting between the parties, then such dispute shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in Fort Mill, South Carolina before a single arbitrator with experience in resolving disputes arising from information technology services. The prevailing party (as determined by the arbitrator) will be entitled to recover from the other party all costs incurred in resolving the dispute, including reasonable attorney's and expert fees and the costs of arbitration. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction.

**Item 11 Governing Law:** The proposal and these terms and conditions shall be governed by and construed in accordance with the laws of the State of South Carolina and of the United States of America (including the Federal Arbitration Act, 9 U.S.C. § 1, et seq. with respect to the parties' agreement to arbitrate any dispute arising out of or related to the proposal or the scope of work), without regard to rules governing choice or conflict of laws. Purchaser and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to their agreement.

**Item 12 Taxes:** All prices shall be subject to the addition of any existing or future tax or governmental charge upon the engineering services, production, shipment, installation, sale or use of the products or services to the extent that any system integrator is or shall be required by law or regulation to collect or pay the same. The amount of such taxes shall be paid to the system integrator immediately upon request or, in lieu thereof, a tax exemption certificate in a form satisfactory to the taxing authority presented to the system integrator.

**Item 13 Force Majeure:** In the event that performance of the services and/or delivery to Purchaser of the deliverables is delayed by circumstances beyond the reasonable control of Seller (including without limitation changes to the scope of work, delays by Purchaser in providing information to Seller, fire, natural disasters, civil disturbances, acts of governmental authorities, labor disputes, unavailability of materials or shipping delays), Seller will promptly notify Purchaser of such circumstances in writing and Seller will be granted an equitable extension of the time to meet its obligations under the proposal or, in Seller's reasonable discretion, Seller may terminate this agreement without liability to Seller.

**Item 14 Export Restrictions:** Purchaser acknowledges that the services and deliverables may be subject to export and use restrictions under applicable law, include Export Administration Regulations maintained by the United States Department of Commerce. Purchaser agrees to comply with all such requirements and to hold Seller harmless from any violations of such requirements.

**Item 15 Assignment:** Neither Purchaser nor Seller may assign its respective rights and obligations under their agreement without the written consent of the other party. However, Seller may subcontract or delegate its work obligations to other persons or entities, but will nonetheless be responsible to Purchaser for the performance of the work as required by the proposal. Both Purchaser and Seller agree that there are no third-party beneficiaries to their agreement.

**Item 16 Severability:** If any term of the proposal or these terms and conditions is found to be unenforceable, the remaining terms will remain in effect. The failure of either Seller or Purchaser to exercise any rights under their agreement will not be deemed a waiver of such right except as agreed in writing or as otherwise set forth in these terms and conditions.

**Item 17 Agreement:** These terms and conditions, along with the attached proposal, constitute the entire agreement between Seller and Purchaser for the services, deliverables and project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting, or inconsistent terms submitted by Purchaser (whether set forth in a request for proposal, purchase order, acknowledgment, or in any other document) are expressly rejected by Seller and are not part of the agreement for the project unless otherwise agreed to by the parties in writing. Purchaser shall reference the proposal number on all correspondence concerning this project, including purchase orders and/or contracts.



314 Taylor Road  
Spring Lake, NC 28390  
Mobile: 910-476-4415  
randy.haire@rhaire.com



**R.L. Haire Electric & Controls LLC**

**03-15-25**

**Quote 031525 Brunswick County Public Utilities Kings Bluff Plc Upgrade**

The following quote is for R.L. Haire Electric & Controls LLC providing the following parts and services. This quote is good for 30 days. The first available period of installation would be the fourth quarter of 2025.

1. Install, program, drawings and provide start up for the following Plc's at Kings Bluff Pump Station
  - 3-Pump Control Panel Plc's
  - 1-Main Plc
  - 1-Generator Plc
2. Provide labor and materials to consolidate the wiring of original plc into new Main Plc.
3. Provide the following Generator Plc 1 total hardware:
  - 1-BMXXBP0800-8 SLOTS BACKPLANE1
  - 1--BMXXBP1200-12 SLOTS BACKPLANE
  - 1- BMXXBE2005-BACKPLANE EXTENDER KIT
  - 2-BMXCPS3500-HIGH POWER DC POWER SUPPLY
  - 1-BMXP342020-CPU340-20 MODBUS ETHERNET
  - 5-BMXDDI3202K-DIG 32I 24 VDC SINK
  - 5-BMXDDO3202K-DIG 32Q TRANS SOURCE 0.1A
  - 1-BMXAMI0810-Ana 8 U/I In Isolated Fast
  - 10-BMXFCW503-FCN 2 X 20 WIRE 5M CABLE
  - 1-BMXFTB2800-CAGED TERMINAL STRIP 28 POINTS
  - 1-BMXFTW508S-28-wire preformed shielded FTB cable 5m
  - 1-BMXNOE0100-ETHERNET 10/100 RJ45
4. Provide the following Pump Plc hardware 3 Total:
  - 1-BMXXBP0800-8 SLOTS BACKPLANE1
  - 2-BMXCPS3500-HIGH POWER AC POWER SUPPLY
  - 1-BMXP342020-CPU340-20 MODBUS ETHERNET
  - 1-BMXAMI0810-Ana 8 U/I In Isolated Fast
  - 1-BMXFTB2800-CAGED TERMINAL STRIP 28 POINTS

- 1- BMXFTW508S-28-wire preformed shielded FTB cable 5m
- 2-BMXART0414-ANA 4 TC/RTD ISOLATED IN
- 2-BMXFCW501S-FCN 20 WIRE 5M SHIELDED CABLE
- 1- BMXAMO0410-Ana 4 U/I Out Isolated
- 1- BMXDAI1604-DIG 16I 100 TO 120 VAC
- 1- BMXDRA1605-DIG 16Q RELAYS
- 3- BMXFTB2010-SCREW TERMINAL STRIP 20 POINTS

5. Provide the following Main Plc hardware 1 Total:

- 1-BMXXBP0800-8 SLOTS BACKPLANE1
- 2-BMXCPS3500-HIGH POWER AC POWER SUPPLY
- 1-BMXP342020-CPU340-20 MODBUS ETHERNET
- 1-BMXDAI1604-DIG 16I 100 TO 120 VAC
- 1-BMXDDO1602-DIG 16Q TRANS SOURCE 0.5A
- 1-BMXAMI0810-Ana 8 U/I In Isolated Fast
- 1-BMXAMO0410-Ana 4 U/I Out Isolated
- 4-BMXFTB2010-SCREW TERMINAL STRIP 20 POINTS

6. Provide the following Lot of 1 Spare Plc card for total job:

7. Provide the following 1- Cmore CM5-T12W Hmi for Main Plc cabinet.

**Total Cost \$157,714.56 plus tax**

Thanks for the opportunity to quote

Regards.

Randy Haire

R.L. Haire Electric & Controls LLC

## AGENDA ITEM

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 14, 2025

Re: FIBER OPTIC UPGRADE

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**Background:** Brunswick County requests that LCFWASA upgrade the existing direct burial Fiber Optic cable that allows monitoring of the KB Pump Station and Raw Tank from the Northwest Treatment plant.

We have been informed that in the 1980's an analog cable was installed prior to the fiber optic being installed circa 2005-2006. Three bids have been secured to perform the work. This line was put in by Brunswick County in the early to mid-80's. There are portions currently on top of the ground.

Scope includes providing and installing:

- 3 pair Fiber optic cable from Raw Tank to Brunswick Vault, Brunswick Vault to NWTP east side RTU
  - 9000 ft 2in orange conduit large spool/roll
  - 10 Quazite box 17x30x18 tier 10 (lids label COMMUNICATION/FIBER)
  - Orange Communication post markers at each pull box
  - 5000 ft solid copper tracer wire installed in one conduit
  - 5000 ft OC3 3 pair fiber
  - Job will include two 2in conduits from RAW Tank To Brunswick Vault & from Brunswick Vault to NWTP to East side PLC3. Fiber will only go in one conduit
- Contractor to install and test fiber connections

**Action Requested:** Recommend Approval of Lowest Responsible Bidder







6404 AMSTERDAM WAY, STE 500  
WILMINGTON NC 28405  
PH: 910.395.4677 ~ FAX: 910.793.0107

## QUOTATION

DATE	QUOTE #
3/4/25	15432

CUSTOMER:	COMPANY CONTACTS:
Bruswick County Utlity PO Box 249 Bolivia, NC 28422	Bob Lancaster ~ 910.540.8939 ~ bob@lancaster123.com Gary Lancaster ~ 910.471.4795 ~ gary@lancaster123.com Carl Spivey ~ 910.367.2285 ~ carl@lancaster123.com
lancasterelectricnc.com	PROJECT
	<b>RAWT-NWTP Fiber Project (LCFWA)</b>

DESCRIPTION	TOTAL
<p>JOB: BRUNSWICK COUNTY PUBLIC UTILITIES - RAWT-NWTP FIBER PROJECT (LCFWA) ADDRESS: 3954 CLEARWELL DR. NE, LELAND NC 28451</p> <p>WE HAVE INCLUDED THE FOLLOWING:</p> <p>BASE BID:</p> <ul style="list-style-type: none"> <li>• 4650' of placing (2) 2" SDR 13.5 communications conduits</li> <li>• Placing 10 17x30x24 Quazite Vaults</li> <li>• Placing tracer wire</li> <li>• Placing 24 Fiber markers</li> </ul> <p>LABOR AND MATERIAL</p>	69,976.00
<p>ALTERNATE #1:</p> <ul style="list-style-type: none"> <li>• Providing 6Ct mm fiber</li> <li>• Placing fiber in new conduit run</li> <li>• Leaving service slack in each Vault</li> <li>• Splicing fiber on each end to spec</li> </ul> <p>ALT#1 LABOR AND MATERIAL</p>	16,200.00
<p>ALTERNATE #2:</p> <ul style="list-style-type: none"> <li>• Add Box on Rack in Back</li> </ul> <p>ALT#2 LABOR AND MATERIAL</p>	2,500.00

License #11611U. Please sign and return to carl@lancasterelectricnc.com	<b>TOTAL</b>	<b>\$88,676.00</b>
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Wooten's Electric, Inc.  
305 Stone Chimney Road SW  
Supply, NC 28462  
910-754-6832

**Brunswick County – RAWT NWTP Fiber Project**

Basic Scope: Per Email 2/12/2025 Joseph Lancaster Attached Image  
Approximately 4500 linear ft from Raw Tank to NWTP east side RTU

Approx. 10,000 feet of 2-inch orange conduit  
HDPE SCH 40 Smooth Wall  
**2-3 Week Lead Time**

Handholes Placed 300-500 feet apart (lids labeled COMMUNICATION or FIBER,  
Please Specify which labeling)  
17x30x30 Tier 22 Polymer Concrete  
**2-3 Week Lead Time**

Orange Communication post markers at Each Handhole  
72" White with Orange Polydome  
**Currently In Stock**

Solid Copper tracer wire with Conduit Run

OC3 3 pair fiber  
Indoor/Outdoor Multimode Riser Rated Single Jacket Stranded OM3 10G  
**6-8 Week Lead Time**

Planning to Bore at all possible routes and straw around Handhole boxes to help  
erosion. Will use #57 Stone for the Base for Handhole Boxes- 12" Under & 12"  
All Sides.

**Price: \$215,000.00**

**TERMS:**

**30 DAYS PROGRESS PAY PERCENTAGES**

**30 DAYS MATERIAL ON SITE**



P.O. Box 16409  
 Wilmington, NC 28408  
 Phone 910-790-9922 Fax 910-790-0192

# QUOTE

DATE March 5, 2025  
 QUOTATION#: 2025-0305  
 License # 22032-U

## RAWT-NWTP Fiber Project (LCFWSA)

**BENJAMIN HECK**  
**BRUNSWICK COUNTY PUBLIC UTILITIES**

Prepared by: Mark Burns  
 Quotation valid until: April 19, 2025

Description	AMOUNT
THIS PRICE IS TO SUPPLY AND INSTALL (2) 2" SDR COMMUNICATION CONDUITS WITH TRACER WIRE APPROXIMATELY 4800' FROM THE RAW TANK BUILDING TO BRUNSWICK METER VAULT THEN TO THE NWTP CONTROL PANEL COMPLETE WITH (10) 17X30X24 QUARTZITE HANDHOLES SPACED NO MORE THAN 500' APART, 24 FIBER MARKERS PLACED ALONG CONDUIT RUN,	
PROVIDE AND INSTALL 6 STRAND MULTIMODE FIBER OPTIC CABLE OUTDOOR / RISER RATED FROM RAW TANK CONTROL PANEL LOCATED INSIDE RAW TANK BUILDING TO BRUNSWICK METER VAULT CONTROL PANEL THEN TO NW TREATMENT PLANT CONTROL PANEL. FINAL FIBER TERMINATIONS AND TESTING INCLUDED.	
TOTAL	\$ 125,500.00

If you have any questions concerning this quote, contact Mark Burns 910-279-9109

THANK YOU FOR YOUR BUSINESS!

## **AGENDA ITEM**

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 14, 2025

Re: RESOLUTION APPROVING AGREEMENT FOR  
GOVERNMENTAL AFFAIRS CONSULTING AND  
LEGISLATIVE LOBBYING SERVICES

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**Background:** LCFWASA needs regular engagement with state and federal legislators on matters impacting the five counties of the regional authority. To support these efforts, staff recommends entering into an agreement with Electus Governmental Affairs, Inc., a firm with extensive experience in legislative advocacy, to assist with governmental affairs consulting and lobbying efforts. The agreement includes monitoring legislation, advocating for key funding priorities, and providing strategic advice throughout the legislative cycle.

Staff contacted multiple firms that provide governmental affairs and legislative lobbying services as part of the evaluation process. While several firms expressed interest, their proposed fees significantly exceeded the fees of Electus Governmental Affairs, Inc.

After careful consideration, Electus Governmental Affairs, Inc., was selected based on their competitive pricing, strong qualifications, and demonstrated experience representing similar agencies.

**Action Requested:** Motion to approve/disapprove.



**LOWER CAPE FEAR WATER AND SEWER AUTHORITY RESOLUTION APPROVING  
AGREEMENT FOR GOVERNMENTAL AFFAIRS CONSULTING AND  
LEGISLATIVE LOBBYING SERVICES**

WHEREAS, the Lower Cape Fear Water and Sewer Authority ("LCFWASA") serves Brunswick, Bladen, Pender, New Hanover, Columbus Counties, and the City of Wilmington with a Board of Directors representing those local governments. As the largest regional water system in Eastern North Carolina, the Authority's primary role is to provide raw water from the Cape Fear River to supply treatment facilities that serve 550,000 customers;

WHEREAS, as the largest regional water system in Eastern North Carolina, LCFWASA recognizes the importance of having a professional consultant and advocate working on LCFWASA's behalf in governmental affairs and legislative lobbying;

WHEREAS, after contacting three reputable, State-registered firms that provide governmental affairs consulting and lobbying services, LCFWASA's Executive Director recommends that the Board select Electus Governmental Affairs, Inc. ("EGA") to serve as a lobbyist for LCFWASA;

WHEREAS, EGA has provided a Proposal for Governmental Affairs Consulting and Legislative Lobbying Services in the annual total amount of \$48,000, to be billed in monthly \$4,000 increments; and,

WHEREAS, the Board wishes to approve EGA's Proposal for Governmental Affairs Consulting and Legislative Lobbying Services.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Directors of the LCFWASA Board that Electus Governmental Affairs, Inc.'s Proposal for Governmental Affairs Consulting and Legislative Lobbying Services in the annual total amount of \$48,000 is hereby accepted.

The Board of Directors designates that the Chairman and the Executive Director are duly authorized to execute a contract with EGA for the above-referenced matter on behalf of LCFWASA in the annual total amount of \$48,000, to be billed in monthly \$4,000.00 increments, subject to review and approval of the contract as to form by LCFWASA's attorney.

THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be recorded in the permanent minutes of this Board.

Adopted this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Patrick DeVane, Chairman

ATTEST:

\_\_\_\_\_  
Al Leonard, Secretary



**PROPOSAL FOR GOVERNMENTAL AFFAIRS CONSULTING AND LEGISLATIVE LOBBYING  
SERVICES PROVIDED BY ELECTUS GOVERNMENTAL AFFAIRS, INC. (EGA)**

The following constitutes a proposed agreement (or the "Agreement") Lower Cape Fear Water & Sewer Authority ("Client") and Electus Governmental Affairs, Inc. ("EGA" or "Consultant"). Agreement is entered into effective as of April 15, 2025 (the "Effective Date"), by and between EGA or Consultant and Client. Consultant agrees to provide governmental affairs consulting and legislative lobbying services as described herein ("Services") to Client for the term of this Agreement.

**Scope of Association:** The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the state of North Carolina (the "Service Area"). The consultant will meet with representatives of various governmental entities and represent the Client's interests by providing services to include regulatory and budgetary lobbying, policy consultation, legislative and executive branch outreach, support with strategic planning, and monitoring of new and pending legislation pertinent to the operational success of the Client.

**Term:** This Agreement shall commence on April 15, 2025 ("Effective Date"), and continue through termination as described herein.

**Fees:** The Compensation to the Consultant is the annual total of \$48,000 (Standard Fee of \$60,000 annually less \$12,000 annual discount to the Client). Client will be billed a monthly retainer of \$4,000 beginning April 15, 2025. This fee will remain the same if the Client retains the Consultant past the 1-year mark to continue through termination as described herein. Client is responsible for paying all registration fees to the NC Secretary of State. Registrations will be handled by the Consultant and the Client will be invoiced when due. Payment of invoices is due by the 25th of each month. Invoices will be sent by the 25<sup>th</sup> of the prior month. Payment of invoices must be received in the month that they are due.

**Compliance:** Consultant agrees to comply with all applicable laws, rules and regulations. Consultant represents and warrants to Client that (i) it has obtained all licenses, permits, and/or approvals and has made all required registrations and disclosures necessary for the performance of the Services, (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, approvals, registrations or disclosures, and (iii) the provision of Services under this Agreement is not in violation of any applicable law or regulation. Consultant shall ensure compliance with all legally required

reports related to the Services provided, unless explicitly prohibited from doing so by applicable law. Consultant shall maintain good standing and compliance with the rules and requirements of the Chapter 120C of the North Carolina General Statutes and any other rules or regulations applicable to the provision of the services described herein.

**Confidential Information:** Consultant shall preserve in strict confidence any information ("Confidential Information") it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to Consultant prior to obtaining it from the Client; (ii) information that is obtained by Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement. At the expiration or termination of the Agreement, the Consultant shall, except as required by applicable law or Client's insurance requirements, upon Client's written request either (i) return to Client all Confidential Information and all copies and notes of such Confidential Information in the possession of the Consultant, or (ii) destroy such Confidential Information and all copies and notes of such information in the possession of the Consultant, and in both cases, the Consultant shall promptly thereafter certify in writing that it has done so.

**Contract Termination:** This Agreement may be terminated by either party, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the other party, unless a shorter period is agreed to by both the Consultant and the Client in writing; said Notice is sufficient if sent to the email address belonging to the Client or to the Consultant. In the event the Agreement is terminated, Consultant will be paid fees and expenses up to the date of termination, but Client shall not be obligated to pay for remaining months left on term.

**Indemnity:** Consultant agrees to indemnify and hold harmless the Client and Client's respective officers, directors, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to Consultant's acts, omissions or representations, and/or resulting from, arising out of, or related to any breach of any warranty, representation, covenant, or any other term or condition contained in this Agreement by Consultant.

**Limitation on Liability:** In no event shall Client or its respective officers, directors, employees or representatives be liable for any consequential, special or indirect damages arising hereunder, even if a party has been advised of the possibility of such claims.

**No Public Statements:** Consultant agrees to refrain from making any statements to the press, media or general public ("Public Statements"), whether written or oral, on behalf of or concerning the Client, Services, or the subject matter of this Agreement, without the prior approval of the Client. "Public Statements" shall not include private discussions with

lobbyists, local elected officials, union leaders, members of the North Carolina General Assembly, government employees and officials and their representatives and consultants, nor testimony to or before the North Carolina General Assembly to the extent given in compliance with the section below.

**Pre-Approval of Any Testimony or Written Materials:** Consultant shall obtain Client's prior approval before giving formal written or oral testimony on Client's behalf or in Consultant's capacity as Client's representative. Any written materials submitted by Consultant on behalf of Client shall be approved in advance by Client.

**Independent Contractor:** The relationship between Client and Consultant established by this Agreement is that of independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. Consultant agrees to maintain commercially reasonable data privacy and security safeguards to protect against the unauthorized access, destruction, loss, alteration, or disclosure of the Confidential Information in its possession.

**Conflicts of Interest:** Consultant has evaluated this engagement for conflicts of interest and is not presently aware of any conflicts of interest. It is possible that during the Term some of Consultant's present or future clients may have interests, transactions or disputes adverse to Client. Consultant agrees to promptly notify Client upon discovery of any conflicts of interest. In such cases, Consultant may seek to rectify conflicts between clients, if possible, and may request a waiver in each instance in order to represent another client or prospective client with interests adverse to Client. Client agrees that in each instance where Consultant requests a waiver in order to represent another client or prospective client adverse to Client, Client will provide its grant or denial of such waiver within 5 business days; provided, however, that Client shall have the sole and absolute discretion to grant or deny such waiver.

**Entire Agreement:** This Agreement is the entire agreement between Consultant and Client with respect to its subject matter, and it supersedes all prior agreements, representations and understandings, whether express or implied and whether oral or written. Any modification to this Agreement must be in writing signed by an officer or authorized representative of each Party.

**Severability:** All parts of this Agreement, which are found to conflict with any law of the State of North Carolina shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void the Fees section of this Agreement shall immediately terminate the whole of the Agreement.)



Governing Law: The parties agree that this Agreement will be governed by and construed under the laws of North Carolina without regard to its conflicts of law provisions.

Assignment: Consultant may not assign this Agreement without the prior written consent of Client.

If the Client finds the terms acceptable, the Client should sign the proposal and return the signed copy back to EGA. The proposal will not be a fully executed contract until signed by both parties, at which time a copy of which will be provided to the Client, with the aforementioned Effective Date.

Electus Governmental Affairs, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Dodie B. Renfer, President

Lower Cape Fear Water & Sewer Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

Tim Holloman, Executive Director

## **AGENDA ITEM**

To: CHAIRMAN DEVANE AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 14, 2025

Re: Executive Director's Report

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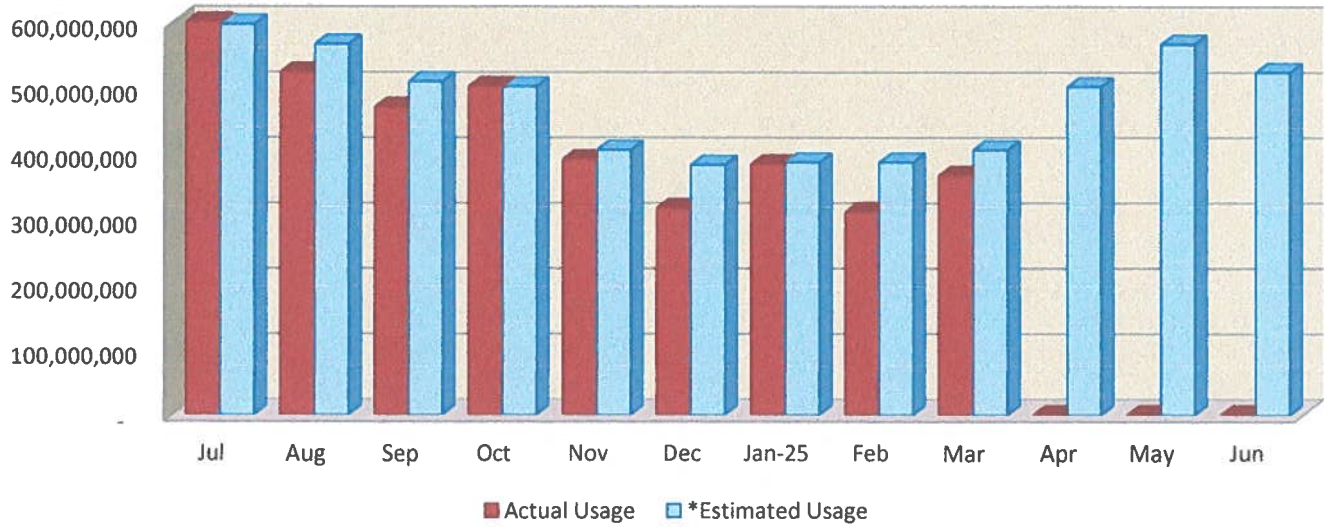
**EDR1** - Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending March 31, 2025

**EDR2** - Operating Budget Status, Ending February 28, 2025

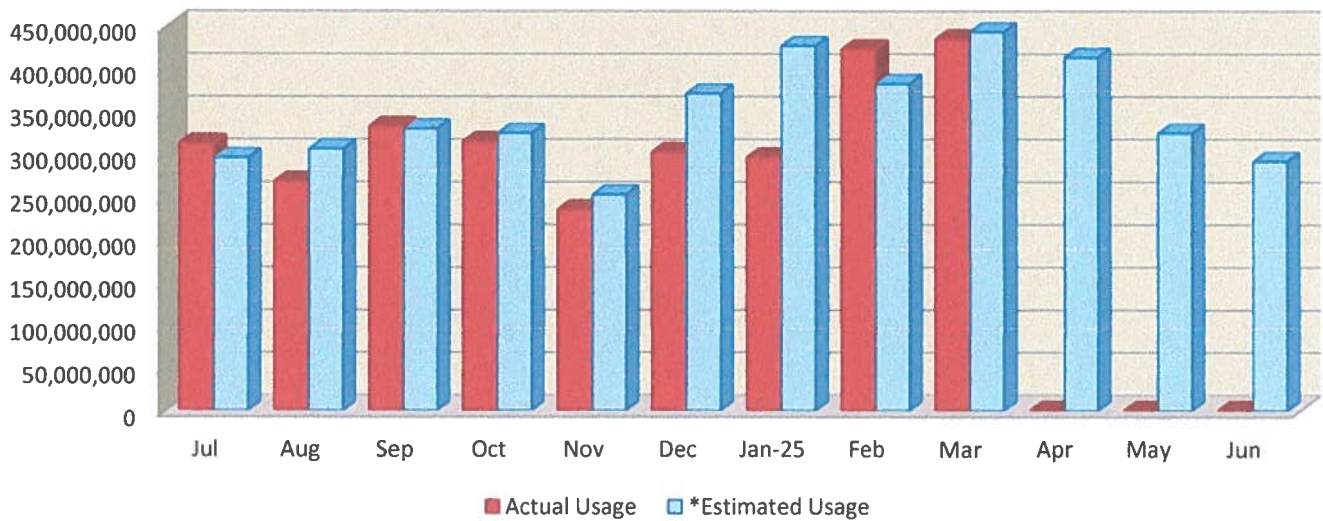
**EDR3** - Summary of Activities

**Action Requested:** For information purposes.

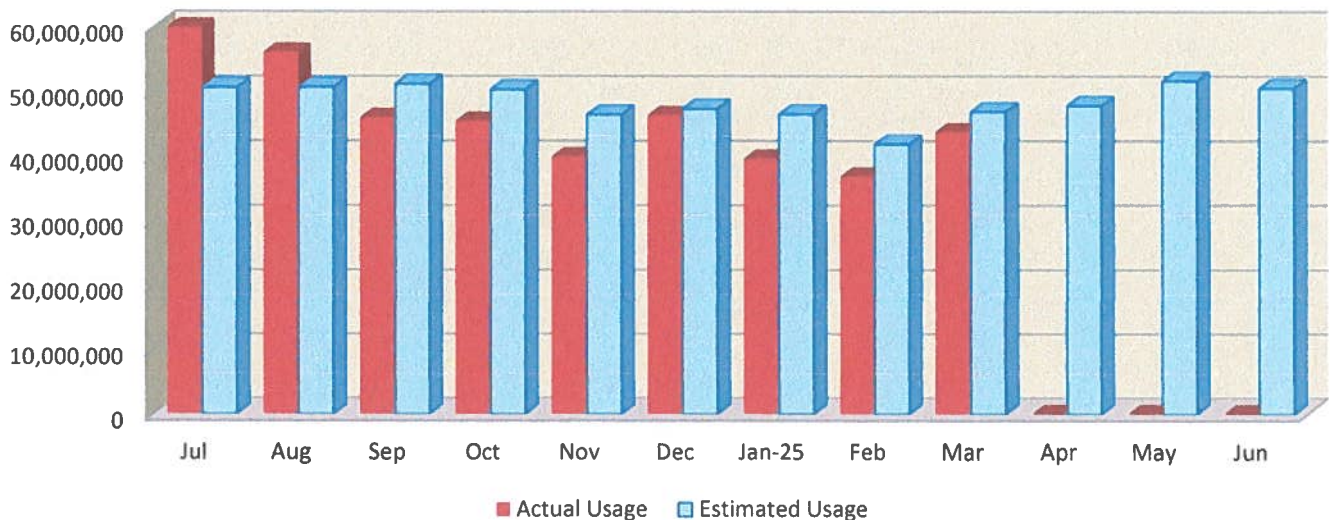
### Brunswick County Water Usage FY 24-25



### CFPUA Water Usage FY 24-25



### Pender County Water Usage FY 24-25



**LOWER CAPE FEAR WATER AND SEWER AUTHORITY**  
**FISCAL YEAR 2024-2025 BUDGET**

ACCOUNT NO.	REVENUES	FY 2024-2025 APPROVED BUDGET	FY 2024-2025 AMENDED BUDGET	July 1 - February 28, 2025 ACTUAL		FY 24-25 TOTAL COMBINED BUDGET	% of Amended Budget As of 02/28/2025
				KINGS BLUFF	BLADEN BLUFFS		
	<b>OPERATING</b>						
3001-01	Brunswick County	\$ 2,522,662	\$ 2,522,662	\$ 1,538,025	\$ -	\$ 1,538,025	61%
3002-01	Cape Fear Public Utility Authority	\$ 1,835,996	\$ 1,835,996	\$ 1,095,254	\$ -	\$ 1,095,254	60%
3003-03	Pender County	\$ 256,344	\$ 256,344	\$ 163,121	\$ -	\$ 163,121	64%
3004-01	Stepan/Invista	\$ 176,000	\$ 176,000	\$ 122,361	\$ -	\$ 122,361	70%
3005-01	Praxair, Inc	\$ 35,200	\$ 35,200	\$ 15,839	\$ -	\$ 15,839	45%
3006-01	Bladen Bluffs Reimbursement for Plant Operation Costs	\$ 5,570,183	\$ 5,570,183	\$ -	\$ 3,454,765	\$ 3,454,765	62%
3006-02	Bladen Bluffs Administrative Reimbursement	\$ 119,988	\$ 119,988	\$ -	\$ 111,459	\$ 111,459	93%
3007-01	Sales Tax Refund	\$ 115,234	\$ 115,234	\$ -	\$ 116,124	\$ 116,124	101%
	<b>Subtotal</b>	<b>\$ 10,631,607</b>	<b>\$ 10,631,607</b>	<b>\$ 2,934,599</b>	<b>\$ 3,682,348</b>	<b>\$ 6,616,947</b>	<b>62%</b>
	<b>Non-Operating</b>						
3105-01	Interest	\$ 78,878	\$ 154,188	\$ 143,355	\$ -	\$ 143,355	93%
3120-01	Other Revenue (Insurance Proceeds/Refunds/FEMA)	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3125-01	Federal Tax Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3156-00	Rental House Income	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3170-01	Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	0%
3900-01	Renewal and Replacement Fund Appropriated	\$ 104,534	\$ 104,534	\$ -	\$ -	\$ -	0%
3900-02	SRF/ARPA	\$ 20,000,000	\$ 20,000,000	\$ 8,534,318	\$ -	\$ 8,534,318	43%
2900-00	Fund Balance Appropriated	\$ -	\$ -	\$ -	\$ -	\$ -	0%
	<b>Subtotal</b>	<b>\$ 20,183,412</b>	<b>\$ 20,258,722</b>	<b>\$ 8,677,673</b>	<b>\$ -</b>	<b>\$ 8,677,673</b>	<b>43%</b>
	<b>TOTAL REVENUES</b>	<b>\$ 30,815,019</b>	<b>\$ 30,890,329</b>	<b>\$ 11,612,273</b>	<b>\$ 3,682,348</b>	<b>\$ 15,294,620</b>	<b>50%</b>



**LOWER CAPE FEAR WATER AND SEWER AUTHORITY**  
**FISCAL YEAR 2024-2025 BUDGET**

ACCOUNT NO.	EXPENDITURES	FY 2024-2025 APPROVED BUDGET	FY 2024-2025 AMENDED BUDGET	July 1 - February 28, 2025 ACTUAL		FY 24-25 TOTAL COMBINED BUDGET	% of Amended Budget As of 02/28/2025
				KINGS BLUFF	BLADEN BLUFFS		
	Administration						
4001-01	Salaries	\$ 222,026	\$ 222,026	\$ 107,054	\$ 44,405	\$ 151,459	68%
4010-01	Per Diem and Mileage Board Members	\$ 64,476	\$ 64,476	\$ 22,987	\$ 12,895	\$ 35,882	56%
4012-01	Vehicle Allowance	\$ 5,200	\$ 5,200	\$ 2,560	\$ 1,040	\$ 3,600	69%
4019-01 & 4024-01	FICA Taxes	\$ 22,534	\$ 22,534	\$ 9,926	\$ 4,507	\$ 14,433	64%
4029-01	Retirement	\$ 30,196	\$ 30,196	\$ 12,926	\$ 6,039	\$ 18,965	63%
4035-01	401K Plan	\$ 12,422	\$ 12,422	\$ 5,406	\$ 2,484	\$ 7,890	64%
4036-01	Miscellaneous Payroll Processing Expenses	\$ 2,900	\$ 2,900	\$ 2,088	\$ -	\$ 2,088	72%
4038-01	Group Insurance	\$ 42,586	\$ 42,586	\$ 18,401	\$ 8,517	\$ 26,918	63%
4039-01	Property and Liability Insurance	\$ 156,000	\$ 156,000	\$ 65,035	\$ 31,200	\$ 96,235	62%
4046-00	Professional Services General	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	0%
4046-01	Attorney	\$ 50,000	\$ 50,000	\$ 28,053	\$ -	\$ 28,053	56%
4047-01	Auditor	\$ 8,000	\$ 10,500	\$ 3,200	\$ 2,800	\$ 6,000	57%
4048-01	Engineer	\$ 175,000	\$ 141,000	\$ 17,778	\$ -	\$ 17,778	13%
4049-01	Information Technology	\$ 25,000	\$ 25,000	\$ 2,117	\$ -	\$ 2,117	8%
4050-01	Financial Advisor	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	0%
4055-01	Office Maintenance/Repair/Common Charge	\$ 40,000	\$ 40,000	\$ 23,544	\$ -	\$ 23,544	59%
4058-01	Office Utilities	\$ 3,500	\$ 3,500	\$ 1,895	\$ -	\$ 1,895	54%
4059-01	Office Expenses (telephone, Printing, Adv)	\$ 15,000	\$ 15,000	\$ 5,572	\$ -	\$ 5,572	37%
4062-01	Office Equipment	\$ 35,000	\$ 40,000	\$ 26,063	\$ -	\$ 26,063	65%
4064-01	Printing and Advertising	\$ 8,000	\$ 14,500	\$ 8,429	\$ -	\$ 8,429	58%
4065-01	Telephone and Internet	\$ 3,500	\$ 7,000	\$ 3,494	\$ -	\$ 3,494	50%
4070-01	Travel and Training	\$ 29,000	\$ 36,000	\$ 21,219	\$ -	\$ 21,219	59%
4070-20	Phone Allowance	\$ 520	\$ 520	\$ 256	\$ 104	\$ 360	69%
4075-01	Vehicle Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4080-01	Miscellaneous Expense	\$ 20,000	\$ 17,000	\$ 6,270	\$ -	\$ 6,270	37%
4081-01	Dues & Subscription	\$ -	\$ 12,500	\$ 10,512	\$ -	\$ 10,512	84%
	Subtotal	\$ 995,860	\$ 995,860	\$ 404,786	\$ 113,992	\$ 518,778	52%

## LOWER CAPE FEAR WATER AND SEWER AUTHORITY

## FISCAL YEAR 2024-2025 BUDGET

ACCOUNT NO.	EXPENDITURES	FY 2024-2025 APPROVED BUDGET	FY 2024-2025 AMENDED BUDGET	July 1 - February 28, 2025 ACTUAL		FY 24-25 TOTAL COMBINED BUDGET	% of Amended Budget As of 02/28/2025
				KINGS BLUFF	BLADEN BLUFFS		
	<b>Operating</b>						
4501-01	Sales Tax Expense	\$ 105,000	\$ 105,000	\$ -	\$ 73,535	\$ 73,535	70%
4510-01	Bladen Bluffs O & M	\$ 3,821,385	\$ 3,821,385	\$ -	\$ 1,715,057	\$ 1,715,057	45%
4515-01	Bladen Bluffs Hurricane Florence	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4520-01	Utilities/Energy Kings Bluff	\$ 775,363	\$ 775,363	\$ 460,132	\$ -	\$ 460,132	59%
4530-01	Contract O & M Kings Bluff	\$ 736,811	\$ 736,811	\$ 422,837	\$ -	\$ 422,837	57%
4537-01	O&M Kings Booster Pump Bluff Pump Station	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4541-01	Combined Enterprise Funded Series 2010 Principal	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4542-01	Combined Enterprise Funded Series 2010 Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4543-01	Combined Enterprise System Ref Series 2012 Principal	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4544-01	Combined Enterprise System Ref Series 2012 Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4545-01	Bladen Bluffs Debt Service Principal	\$ 1,035,000	\$ 1,035,000	\$ 1,035,000	\$ -	\$ 1,035,000	100%
4546-01	Bladen Bluffs Debt Service Interest	\$ 500,000	\$ 500,000	\$ -	\$ 307,763	\$ 307,763	62%
	Operating Capital Expense	\$ 2,685,000	\$ 2,760,310	\$ -	\$ 584,610	\$ 584,610	21%
4998-05	Transfer to R&R - Kings Bluff R&R Expense	\$ 160,600	\$ 160,600	\$ -	\$ -	\$ -	0%
	Transfer to R&R - Industrial	\$ -	\$ -	\$ -	\$ -	\$ -	0%
4998-06	Transfer to Enterprise Fund	\$ -	\$ -	\$ -	\$ -	\$ -	0%
2041-01	421 Relocation New Hanover County Loan Principal	\$ -	\$ -	\$ -	\$ -	\$ -	0%
5180-00	SRF/7 mile parallel line expenditures	\$ 20,000,000	\$ 20,000,000	\$ 5,457,825	\$ -	\$ 5,457,825	27%
	<b>Subtotal</b>	\$ 29,819,159	\$ 29,894,469	\$ 7,375,794	\$ 2,680,964	\$ 10,056,758	34%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 30,815,019</b>	<b>\$ 30,890,329</b>	<b>\$ 7,780,580</b>	<b>\$ 2,794,956</b>	<b>\$ 10,575,536</b>	<b>34%</b>

Executive Director Highlighted Activities:

- Regular Monthly meetings with the Design Build Team and Owner's Advisor for the parallel line project.
- Participated in weekly update meetings on the 10-mile parallel line.
- Continuing work with Legislative Delegation on double project funding
- KB Phase 3 Easement Discussion
- Meetings with Directors
- Worked on the 2025-26 Fiscal Budget
- KB Staff received the Valve Exercise Machine
- Worked with Brunswick Staff on the Fiber Optic Upgrade/Repair request
- Continue the search for a Health Benefits provider
- Attended Water Research Institute in Raleigh
- Visited Bladen Bluffs Staff to review Master Plan Projects
- Participated in 1.4 Dioxane Discussions with Partners
- Attended Washington Water Fly-In
- Danielle listed 2012 Truck on Gov Deals for Surplus

**AGENDA**  
**Lower Cape Fear Water & Sewer Authority**  
**1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina**  
**10:00 a.m. – Long Range Planning Committee Meeting**  
**April 14, 2025**

**MEETING CALL TO ORDER:** Chairman DeVane

**PRESENTATION:** PowerPoint with 25 Year Master Plan Review (Capital Improvement Plan) presented by McKim and Creed

**DISCUSSION:** Directors' Comments and Questions

**ACTION/DIRECTION:** Consider recommending to the Board for Approval at the May 12<sup>th</sup>, 2025, board meeting.

**FUTURE MEETINGS:** TBD

**ADJOURNMENT**