



REGULAR BOARD MEETING

MARCH 26, 2024 AT 9:00 AM

BRWA BUSINESS OFFICE – 112 N MAIN STREET

AGENDA

112 North Main Street, Rutherfordton, NC 28139

PHONE: 828.286.0604 | FAX: 877.375.1630

A. WELCOME/ROLL CALL

B. CALL TO ORDER

C. APPROVAL OF MINUTES

- [1.](#) Regular Meeting Minutes January 23, 2024

D. SPECIAL PRESENTATIONS

E. PUBLIC PRESENTATIONS

F. APPROVAL OF AGENDA

G. NEW BUSINESS

- [1.](#) Consideration of Resolution 03-24: Agreement for Professional Services, Garver
- [2.](#) Consideration of Resolution 04-24: Revision to FY 24 Budget

H. REPORTS

- [1.](#) Director's Report
- [2.](#) Financial Reports for January 2024
Financial Reports for February 2024

I. BOARD MEMBER REMARKS

J. ADJOURNMENT

MINUTES OF THE REGULAR BOARD MEETING OF THE BROAD RIVER WATER AUTHORITY

January 23, 2024

The Regular board meeting of the Broad River Water Authority was held Tuesday, January 23, 2024 at 9:00 a.m. at the BRWA business office.

Present were Board members: Mickey Bland, Chairman
Danny Searcy, Vice Chairman
Stan Clements
Jamie Guillermo
David Guy
Brandon Harrill
Josh Krigbaum

Absent: Steve Garrison
Josh Krigbaum

BRWA Staff Members Present: Maria Hunnicutt
Reid Hammett
Kendall Cabral

Attorney: John Crotts, King Law Offices

Welcome

Attendees were welcomed at 9:00 am by Chairman Mickey Bland.

Approval of Minutes

The minutes of the Regular Board Meeting of November 28 were reviewed. The minutes of the Closed Session Meeting of November 28 were reviewed. The minutes of the Special Meeting of December 19 were reviewed. A motion to approve the minutes was made by Stan Clements and seconded by Danny Searcy. Minutes were unanimously approved.

Presentations

The FY 2023 audit was presented by Dan Mullinix of Gould Killian CPA Group. There were no deficiencies in internal control, significant deficiencies, or material weaknesses identified. A clean unmodified opinion was issued on the FY 2023 financial statements.

- Net Position for FY23 is \$32.8 million, an increase of \$1.6 million or 5%. Of that position, \$7.8 million is unrestricted
- Operating revenues were similar to FY22 with only a 5% increase.
- 24% or \$881k increase in operations expenses from FY22 excluding depreciation expense increases. Operating expenditures were within 97% of the annual budget.

Broad River Water Authority Meeting Minutes**January 23, 2024**

- Capital expenditures totaled \$1.8 million.
- There is no new debt this year and the scheduled principal payments were made resulting in a decrease in debt of \$2.3 million. 2008 direct payment bond paid in full. Total debt remaining is \$6.968 million to be paid off in 2026.
- Dan communicated a key take-away saying “The Authority’s current financial condition and continued consistent planning and its implementation will help the Authority achieve its focus areas and their associated goals within infrastructure management, organization management, and financial management.

Public Presentation

None.

Approval of Agenda

A motion to approve the agenda was made by Danny Searcy, seconded by David Guy and approved unanimously.

New Business

Resolution 01-24 “Water Tower Lease Agreement with Verizon” was considered. This lease allows for Verizon to install a corral on top of the Railroad Avenue tower at Verizon’s cost. If other cellular carriers move their equipment to the corral, they will pay Verizon directly. Compensation is detailed in the agreement. The Resolution allows for staff and attorney to negotiate terms. Brandon Harrill made a motion of approval of Resolution 01-24, with a second from Jamie Guillermo, and unanimous approval.

Resolution 02-24 “Pangaea Services Agreement” was considered. Pangaea currently has a grant with the Appalachian Regional Commission (ARC) and an agreement with Rutherford County Schools (RCS) which, in part, includes a data center at Pinnacle Elementary. To reduce the cost of the overall project, Pangaea has proposed to utilize the existing Authority’s pump station building as a “data center” in lieu of constructing a new facility on the grounds of the school. This includes an equipment rack and other supplies in a space of 54” (L) x 36” (W) x 84”(H). In exchange, they will provide bandwidth access service to this facility (which can be utilized for security purposes which we currently do not have at this location). The Resolution allows for staff and attorney to negotiate terms. Danny Searcy offered the opinion that the County has had good experiences in similar situations with Pangaea. Stan Clements asked about the Authority’s liability if the Pangaea equipment were to be damaged, and asked if there was a need for climate control. Danny Searcy made a motion of approval of Resolution 02-24, with a second from David Guy, and unanimous approval.

Reports

An update on the drought status was provided. On 1/16/24, Rutherford County was not classified in any drought status. Estimated river flow is 120 MGD.

Broad River Water Authority Meeting Minutes

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A copy of the monthly Leadership Team presentation was provided highlighting the accomplishments, priorities and next steps for each department. The financial reports for December were provided.

Board Member Remarks

Several Board members commented about the positive audit results and commended staff for the continued good work.

With a motion by Danny Searcy, a second from David Guy, and unanimous approval, the meeting was adjourned at 10:00 am.

The next meeting is scheduled for February 27, 2024 at 9:00 am in the business office.

Respectfully submitted,

Maria S. Hunnicutt, Secretary

Item G-1: Resolution 03-24- Agreement for Professional Services with Garver

Black and Veatch provided a hydraulic model and a Master Plan in 2023 which evaluated the Authority's water demands and population forecasts, the distribution system capacity, the WTP in terms of regulatory review and treatment goals in addition to water quality. Several projects noted in the Master Plan all slated to happen begin 2024-2028 include a study of the Poors Ford booster pump station, Poors Ford increase to firm capacity of 12.4 MGD (estimated at \$0.8 million), new flocculation/ sedimentation basin phase I (estimated at \$6.57 million), and 2 new granular media filters phase I (estimated at \$5.52 million). In order to prepare for the Authority's needs for operational efficiency, capacity, and appropriate redundancy, the projects needs to be thoroughly studied with alternatives and opinions of probable construction costs (OPCC).

The engineer who led the Master Plan project (Morgan Young) is now with a different engineering firm, Garver. It is the staff's recommendation to consider the proposal submitted by Garver to conduct the required analysis and prepared two separate Preliminary Engineering Reports (PER); one for Poors Ford and one for the WTP improvements. The included proposal details the statement of work and deliverables, specifically Exhibit A (Scope of Services). Note that the PERs would be submitted to NCDEQ and would include 10% design. The lump sum proposal is \$180,000. The timeframe for completion would allow us to have some direction in late May 2024 and a draft in June 2024. This information would inform our FY 25 budget process going forward. Morgan Young will attend the meeting to provide a short presentation and answer any questions.

Resolution 03-24 approves the agreement and allows staff and our attorney to negotiate terms, and allows the Chairman and/or Secretary to execute the written agreement.

The following Resolution (04-24) amends the FY 24 budget to include this project in capital expenses. Funds have been reallocated within capital projects such that this project has no impact on expenditures.

RESOLUTION NO. 03-24
Meeting of March 26, 2024

**APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES
FOR POORS FORD PUMP STATION AND WTP IMPROVEMENTS**

WHEREAS, following the Master Plan completed in 2023, the Authority tasked Garver with providing engineering services to make recommendations for improvements to the Authority’s water system, particularly at Poors Ford booster pump station and the Water Treatment Plant (WTP); and

WHEREAS, work at the Poors Ford booster pump station would address future design conditions and operational requirements, and work at the WTP would focus on the addition of pretreatment and filtration capacity and redundancy; and

WHEREAS, Garver has prepared a proposal for engineering services including a description of basic services for which include 1) supplemental hydraulic modeling, 2) development of a Preliminary Engineering Report for recommended improvements at the Poors Ford Pump Station, and 3) development of a Preliminary Engineering Report for recommended improvements at the WTP;

WHEREAS, this proposal includes a lump sum fee totaling \$180,000; and

WHEREAS, the Resolution No. 04-24 revises the FY 2024 budget to include funds for the engineering in Capital Expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BROAD RIVER WATER AUTHORITY:

1. The agreement for professional services from Garver is approved and authorization is given to the Executive Director for execution. Terms and conditions may be further negotiated by Broad River Water Authority staff and Attorney.
2. This resolution shall become effective upon its adoption and approval.

Adopted and approved by vote of (for____)(against____) this the 26th day of March, 2024.

Broad River Water Authority

Attest: _____

Maria S Hunnicutt, Secretary

By: _____

Mickey Bland, Chairman

(Corporate Seal)



**Agreement
For
Professional Services

Broad River Water Authority

Poors Ford Pump Station and WTP Improvements
Preliminary Engineering**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **Broad River Water Authority** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to complete preliminary engineering associated with improvements at the Poors Ford Pump Station and the Water Treatment Plant (WTP) near Rutherfordton, North Carolina (the “**Project**”).

WHEREAS, Garver will provide preliminary engineering related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.



6.1.6. In no event is Garver acting as a “municipal advisor” as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver’s Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information



provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. To the extent permitted by applicable law and subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.



9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY



IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

- 10.1.3. The site of the arbitration shall be Rutherford County, North Carolina. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.2 Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

10. TERMINATION

- 10.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of



the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

10.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

10.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

11. MISCELLANEOUS

11.1. Governing Law. This Agreement is governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

11.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

11.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

11.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

11.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

11.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

11.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted



electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

12. EXHIBITS

12.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[Signatures follow]



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

BROAD RIVER WATER AUTHORITY

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

DRAFT



EXHIBIT A
(SCOPE OF SERVICES)

Broad River Water Authority (BWRA) (OWNER) has tasked Garver (ENGINEER) with providing engineering services to make recommendations for improvements to the BWRA water system, particularly at Poors Ford Booster Pump Station and the Water Treatment Plant. In general, the scope of services will include the following:

- Supplemental hydraulic modeling with a focus on evaluation of specific scenarios at the Poors Ford Pump Station to better understand various design conditions and operational restrictions.
- Development of a Preliminary Engineering Report (PER) for the recommended improvements at the Poors Ford Pump Station to meet future design conditions and operational requirements.
- Development of a Preliminary Engineering Report (PER) for the recommended improvements at the Water Treatment Plant (WTP) with a particular focus on the addition of pretreatment and filtration capacity and redundancy.

1. Task 1 – Project Management and Administration

Garver will perform project management duties for the OWNER over the course of the anticipated six-month project. These tasks will include the following:

- 1.1. Project Administration. Engineer will provide management functions to successfully complete the work associated with the Scope of Services, including project correspondence with BRWA; consultation with the BRWA's staff; implementation of a workflow plan; scheduling and assignment of personnel resources and continuous monitoring of work progress; quality control reviews; and invoicing for the work performed.
- 1.2. Project Meetings. The following meetings are anticipated:
 - One (1) onsite meeting during Task 2 with up to three (3) Garver staff
 - Two (2) onsite meetings during Task 3 with up to three (3) Garver staff
 - Two (2) onsite meetings during Task 4 with up to three (3) Garver staff

2. Task 2 – Data Collection, Analysis, and Condition Assessment

This task will include collecting and compiling water production, quality, and pumping data and analyzing this data to draw conclusions about the effectiveness of the existing systems at both Poors Ford Pump Station and the Water Treatment Plant to meet projected water demands and treatment goals.



- 2.1. Garver will develop and submit a comprehensive data request including pertinent analytical data, operating records, flow measurements, previous engineering studies, existing design information, existing record drawings, etc. for Poors Ford Pump Station and the WTP. Data will include the five (5) most recent years of treatment plant and distribution system operating and water quality data, as well as other pertinent data.
- 2.2. Garver will perform a condition assessment of Poors Ford Pump Station and a condition assessment the WTP focused on pretreatment and filtration. The Engineer will focus its effort on documenting the repairs and improvements identified by staff in addition to consultation regarding potential task groupings, schedule, and criticality. The condition assessment will consist of a walkthrough of the Poors Ford Pump Station and the WTP with BRWA operations staff and visual assessment of the processes and equipment.
- 2.3. Garver will provide direction on the installation of up to eight hydrant pressure loggers in the distribution system with the intent of better understanding the impact of the demands from Inman Campobello Water District (ICWD) on the rest of the distribution system. Garver will loan these loggers to BRWA for use on this project for up to two weeks, but BRWA staff will need to assist with installation of the loggers on system hydrants. It may be necessary to collect data in summer months when demand is highest.
- 2.4. Garver will compile and analyze data to draw conclusions as to effectiveness and robustness of the existing pretreatment and filtration process.

3. Task 3 – Supplemental Hydraulic Modeling

The intent of this task is to perform necessary supplemental hydraulic modeling to better understand current and future design conditions/operational issues at the Poors Ford Pump Station. The OWNER will provide their current hydraulic modeling files to use as a basis for the evaluation.

- 3.1. Garver will review the hydraulic model and previous studies with emphasis on the Poors Ford Pump Station, major transmission infrastructure, the ICWD pump station, and system demands.
- 3.2. Garver will create modeling scenarios to facilitate comparisons of the modeling results to flow data and pressure logger data collected under Task 2, identify discrepancies between field and model results, and calibrate the hydraulic model to improve its ability to represent actual system conditions.
- 3.3. Garver will use the calibrated model to evaluate the Poors Ford Pump Station under current and future design conditions.

4. Task 4 – Preliminary Engineering

This task consists of the development of two Preliminary Engineering Reports (PER) for eventual submission to the North Carolina Department of Environmental Quality (NCDEQ). The PERs will include information sufficient to satisfy the applicable regulatory requirements. One PER will be for the Poors Ford Booster Pump Station, and the other PER will be for the WTP.



- 4.1. The following specific information will be included for the Poors Ford Pump Station PER:
- Review of state design standards and regulations.
 - Summary of data collection and analysis from Task 2 related to the pump station.
 - Summary of the pump station condition assessment from Task 2.
 - Summary of hydraulic modeling results from Task 3.
 - Recommended firm capacities and capacity ranges for the pump station.
 - Recommended type, number, capacity, speed ranges, drive types, horsepower, and type of control for each pumping unit.
 - Conceptual layout of upgraded pump station.
 - AACE Class 4 Opinion of Probable Construction Cost (OPCC) for the recommended pump station improvements.
- 4.2. The following specific tasks will be performed for the WTP's pretreatment and filtration facilities and included in the PER:
- General project scope and background references.
 - Summary of WTP condition assessment from Task 2.
 - Design criteria development, including:
 - Flow rates – current and anticipated.
 - Raw water quality – physical, chemical, and biological based on provided raw water sampling data.
 - Design objective, treatment water quality.
 - Anticipated sludge quantities.
 - Code review of applicable codes and standards including fire and safety codes, local building, planning, and zoning department requirements, and approval process.
 - Site considerations, flood elevations, drainage requirements, etc.
 - Preliminary process design including sizing and technology recommendations.
 - Preliminary site plan development, building layouts, and architecture.
 - Preliminary hydraulic profile development of treatment facilities.
 - Operational monitoring and control systems.
 - Structural design criteria.
 - Electrical system, SCADA control, and tagging conventions.
 - Building mechanical design criteria.
 - Utility requirements.
 - AACE Class 4 OPCC of recommended improvements.

PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

- Two hard copies and an electronic copy of the of the Poors Ford Pump Station PER.
- Two hard copies and an electronic copy of the WTP PER.
- Updated hydraulic model files created in Task 3.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Owner's convenience or due to changed conditions after previous



- alternate direction and/or approval.
- Deliverables in addition to those listed herein.
- Hydraulic modeling scenarios other than those described herein.
- Transient analysis.
- Detailed design for recommended improvements.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting, Data Request, Condition Assessment	10 days from NTP
Pressure Logger Location Selection	30 days from receipt of data from Owner
Draft WTP PER	90 days from receipt of data from Owner
WTP PER Review Workshop	7 days from delivery of draft PER
Final WTP PER	14 days from receipt of Owner comments on draft
Supplemental Hydraulic Modeling	60 days from collection of sufficient pressure logger data
Draft Poors Ford PER	30 days from model calibration
Poors Ford PER Review Workshop	7 days from delivery of draft PER
Final Poors Ford PER	14 days from receipt of Owner comments on draft



EXHIBIT B
(COMPENSATION SCHEDULE)

The proposed fee for this project is outlined below:

Task 1 – Project Management: \$30,000

Task 2 – Data Collection, Analysis, and Condition Assessment: \$23,000

Task 3 – Supplemental Hydraulic Modeling: \$32,000

Task 4 – Preliminary Engineering: \$95,000

All of the tasks listed above will be invoiced on a lump sum, percent complete basis. The total maximum amount of reimbursable costs that could be paid to Garver under this Agreement is \$180,000.

For Supplemental Services, an amount equal to the Engineer's payroll costs times 2.15 plus reimbursable expenses times 1.0, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.0. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies. Payroll cost is defined as salary plus benefits. Each item of supplemental services shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

Item G-2: Resolution 02-24 – Revision to FY 24 Budget

When using year-to-date expenditures to project total fiscal year expenses, there are a few line items in the operational budget that need reallocation. The one line item that needs to be increased is utilities. The original budgeted amount for utilities was \$510,000. Note that this budgeted amount was set using historical data and included a Duke Energy rate increase of 12%. Expenditures to date total \$418,000, projected to year-end is estimated as \$627,000. It is recommended to increase the utilities budget to \$630,000. This increase of \$153,500 will be offset by a transfer from the capital reserve. Other line items in the operational budget have been reallocated to more accurately reflect expenditures to date with projections.

<u>Operation & Maintenance Expenses</u>	Approved FY 24	Res 14-23	Res 04-24
Salaries and Wages:	1,761,830	1,761,830	1,761,830
Employee Benefits and Insurance:	758,100	758,100	758,100
Materials & Chemicals:	324,500	324,500	324,500
Utilities:	510,000	510,000	663,500
Auto Fuel:	90,600	90,600	52,500
Department Supplies & Inventory:	342,200	342,200	340,200
Billing and Collections:	137,000	137,000	127,000
Contracted Services:	262,760	262,760	287,760
Professional Services:	145,100	145,100	165,200
Repairs and Maintenance:	42,000	42,000	95,000
Insurance Property and Liability:	65,000	65,000	65,000
Capital Outlay:	23,000	23,000	25,000
License and Subscription Fees:	111,500	111,500	61,500
Travel and Training:	40,000	40,000	40,000
Miscellaneous Expenses:	29,000	29,000	29,000
Contingency:	30,000	30,000	30,000
Total O & M Expenses	4,672,590	4,672,590	4,826,090

Reallocations to the capital budget have been made to include the PER for Poors Ford and WTP Improvements as detailed in Resolution 03-24 and to include engineering design for Hwy 221/ 74 waterline associated with the EDA grant to provide service for Love’s Travel Stop. There is no net effect on overall expenditures in the capital budget.

Capital Improvements Budget	Approved FY 24	Res 14-23	Res 04-24
WTP CAPITAL			
WTP Electrical Upgrades	300,000	300,000	300,000
Little Mtn Booster Pump	145,000	145,000	145,000
WTP Equipment Annual	25,000	25,000	25,000
Raw Intake Waterline	400,000	400,000	400,000
WTP Scada Upgrade	350,000	350,000	350,000
Residual Access Rd & WTP Front	300,000	393,000	393,000
Recycle Pump Replacement (Design)	33,000	33,000	33,000
Poors Ford DeZurik Valves	15,000	15,000	15,000
PER Poors Ford and WTP Improvements			180,000
DISTRIBUTION CAPITAL			
Rehab Water Lines	250,000	250,000	37,000
Rehab Hydrant Valve Flush	50,000	50,000	75,000
New Extensions	100,000	100,000	150,000
ICWD/ Polk Meter	75,000	75,000	-
Distribution Warehouse Expansion	150,000	150,000	175,000
Rubber Tire Loader	200,000	200,000	190,000
Truck Replacement	50,000	50,000	53,000
Land Improvements ROW Clearing	50,000	50,000	-
Distribution Equipment Annual	25,000	25,000	40,000
Meter Replacement annual	100,000	100,000	50,000
Tank Annual Contract	40,000	40,000	40,000
Design for 221/ 74 (Loves)			55,000
ADMIN CAPITAL			
Buildings Duke St Remodel			25,000
Equipment	20,000	20,000	5,000
Equip Asset Management AIA	20,000	20,000	30,000
Equip Admin Software	10,000	10,000	35,000
Capital Reserve Fund			
Total Capital	2,708,000	2,801,000	2,801,000

Resolution 04-24 is the budget amendment to incorporate these changes.

RESOLUTION NO. 04-24

Meeting of March 26, 2024

**A RESOLUTION ADOPTING REVISION TO BUDGET
FOR THE 2024 FISCAL YEAR FROM JULY 1, 2023 TO JUNE 30, 2024**

WHEREAS, the Broad River Water Authority Board approved the original Operating and Capital Improvements Budget for the 2024 Fiscal Year at the Regular Board Meeting of June 27, 2023, and approved a revision on December 19, 2023; and

WHEREAS, a formal revision to the 2024 Fiscal Year budget is proposed to reflect an increase in operational expenditures for utilities (+\$153,500), reallocation within operational expenses, and reallocation within capital projects (+/- \$0). New projects are included in Capital including PER for Poors Ford Booster Pump Station and WTP Improvements and Engineering Design for Hwy 221/ 74. These additional projects have been funded by reallocating other capital funds; and

WHEREAS, the net increase of \$153,500 in operational expenses is offset by an increase in the transfer from the capital reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE BROAD RIVER WATER AUTHORITY:

1. Effective March 26, 2024, the attached 2024 Fiscal Year budget for operation, maintenance, debt service, capital improvements and estimated revenues is hereby adopted.
2. The Executive Director shall advise the Board on a monthly basis of the Authority's financial position and recommend any changes that may be required to ensure financial stability for the Authority.
3. This resolution shall become effective upon its adoption and approval.

Adopted and approved by vote of (for _____)(against _____) this the 26th day of March, 2024.

Broad River Water Authority

Attest: _____

Maria S Hunnicutt, Secretary

(Corporate Seal)

By: _____

Mickey Bland, Chairman

Revenue:	Approved FY 24	Res 14-23	Res 04-24
Operating Revenue:			
Water Services:	8,056,000	8,056,000	8,056,000
Taps and Connections:	99,000	99,000	99,000
Late/ Disconnect/ Penalty Fees:	126,000	126,000	126,000
Water Testing Fees:	11,000	11,000	11,000
Billing Services:	41,000	41,000	41,000
Total Operating Revenue	8,333,000	8,333,000	8,333,000
Non Operating Revenue:			
Miscellaneous Revenue	1,000	1,000	1,000
Lease of Property	43,600	43,600	43,600
Interest & Investment	215,000	215,000	215,000
Total Non-Operating Revenue	259,600	259,600	259,600
Capital Revenue:			
Reimbursable Revenue (DOT)	-	-	-
Grants	-	-	-
Gain on Disposal Fixed Asset	-	-	-
Transfer From Capital Res. Fund	1,200,400	1,293,400	1,446,900
Total Capital Revenue	1,200,400	1,293,400	1,446,900
Total Revenue:	9,793,000	9,886,000	10,039,500

Operation & Maintenance Expenses	Approved FY 24	Res 14-23	Res 04-24
Salaries and Wages:	1,761,830	1,761,830	1,761,830
Employee Benefits and Insurance:	758,100	758,100	758,100
Materials & Chemicals:	324,500	324,500	324,500
Utilities:	510,000	510,000	663,500
Auto Fuel:	90,600	90,600	52,500
Department Supplies & Inventory:	342,200	342,200	340,200
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Professional Services:	145,100	145,100	165,200
Repairs and Maintenance:	42,000	42,000	95,000
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Capital Outlay:	23,000	23,000	25,000
License and Subscription Fees:	111,500	111,500	61,500
Travel and Training:	40,000	40,000	40,000
Miscellaneous Expenses:	29,000	29,000	29,000
Contingency:	30,000	30,000	30,000
Total O & M Expenses	4,672,590	4,672,590	4,826,090
Non-Operating Expense			
Reimbursable Expense (NC DOT)	-	-	-
Total Non-Operating Expenses	-	-	-
Debt Expenditures			
Bonds - Principal	2,119,500	2,119,500	2,119,500
Bonds - Interest	292,910	292,910	292,910
Total Debt Expenditures	2,412,410	2,412,410	2,412,410
Total Expenses	7,085,000	7,085,000	7,238,500
Net O&M Income	1,507,600	1,507,600	1,354,100
	1.62	1.62	1.56

Capital Improvements Budget	Approved FY 24	Res 14-23	Res 04-24
WTP CAPITAL			
WTP Electrical Upgrades	300,000	300,000	300,000
Little Mtn Booster Pump	145,000	145,000	145,000
WTP Equipment Annual	25,000	25,000	25,000
Raw Intake Waterline	400,000	400,000	400,000
WTP Scada Upgrade	350,000	350,000	350,000
Residual Access Rd & WTP Front	300,000	393,000	393,000
Recycle Pump Replacement (Design)	33,000	33,000	33,000
Poors Ford DeZurik Valves	15,000	15,000	15,000
PER Poors Ford and WTP Improvements			180,000
DISTRIBUTION CAPITAL			
Rehab Water Lines	250,000	250,000	37,000
Rehab HydrantValveFlush	50,000	50,000	75,000
New Extensions	100,000	100,000	150,000
ICWD/ Polk Meter	75,000	75,000	-
Distribution Warehouse Expansion	150,000	150,000	175,000
Rubber Tire Loader	200,000	200,000	190,000
Truck Replacement	50,000	50,000	53,000
Land Improvements ROW Clearing	50,000	50,000	-
Distribution Equipment Annual	25,000	25,000	40,000
Meter Replacement annual	100,000	100,000	50,000
Tank Annual Contract	40,000	40,000	40,000
Design for 221/ 74 (Loves)			55,000
ADMIN CAPITAL			
Buildings Duke St Remodel			25,000
Equipment	20,000	20,000	5,000
Equip Asset Management AIA	20,000	20,000	30,000
Equip Admin Software	10,000	10,000	35,000
Capital Reserve Fund			
Total Capital	2,708,000	2,801,000	2,801,000
Total Expenses	9,793,000	9,886,000	10,039,500

LEADERSHIP TEAM

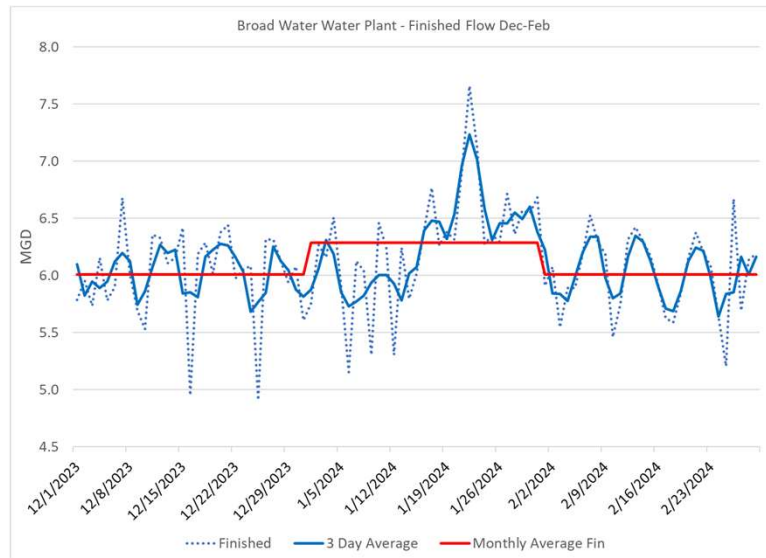
L10

03/05/2024



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WTP - Recent Flow Rates

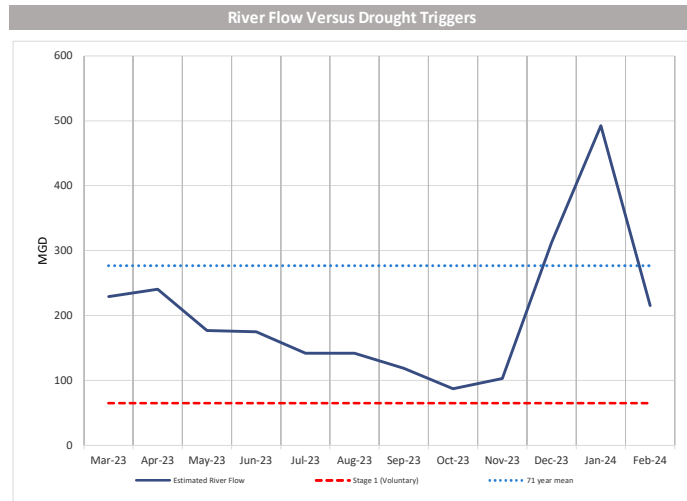


Monthly Flow Total and Average (MGD)				
Feb-23	198.960	6.418	1.63	1.0%
Feb-24	197.792	6.380		

2

2

River Flow and Rainfall



Rainfall					
February - 24			Last 12 months		
Actual	Hist Avg for Month	Variance	Actual	Hist Avg	Variance
1.30	3.61	-2.31	47.57	51.13	-3.56

3

3



WTP

Highlights

- Chad tentatively passed C – Surface Exam. Will apply for full certification on March 11th. Jake's first week on Distribution.
- Visit from Carolyn with NCRWA Apprenticeship went well.
- VT SCADA upgrade making steady progress. Working well, customizable.
- Access road project moving along.
- Electrical project completed, waiting final approval.
- Poors Ford Booster Pump #2, and isolation valves replaced. Waiting on valves for other two pumps.



4

4

WTP

Priorities

- Spindale Tank electrical service switch over.
- Asset Essentials update

What's Coming Up

- Little Mountain Pump Station upgrade to begin soon.
- Raw Water Line project is waiting on state approval for bid.
- Recycle Pump #3 addition is in planning stage.
- Lead and Copper Inventory – plan in development.
- Maintenance projects expected during Spring
 - Replace insertion pipe for Bleach, will need to coordinate with plant shutdown.
 - Painting projects – jet mix room, others...
 - Sidewalk cleaning at Main Office



5

5

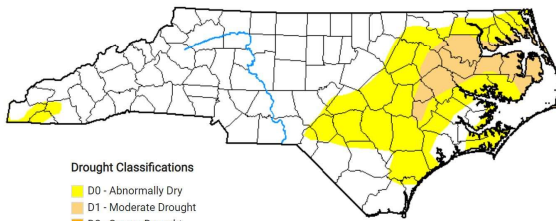
Feb 27, 2024 Update

Mar 19, 2024 Update

Current Conditions

as of February 27, 2024 at 8am ET

US Drought Monitor of North Carolina

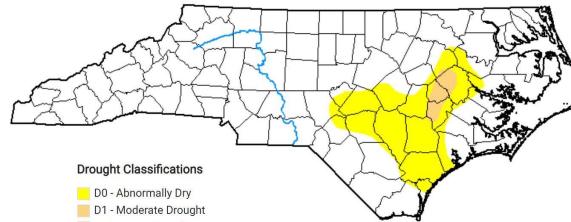


- Drought Classifications
- D0 - Abnormally Dry
 - D1 - Moderate Drought
 - D2 - Severe Drought
 - D3 - Extreme Drought
 - D4 - Exceptional Drought

Current Conditions

as of March 19, 2024 at 8am ET

US Drought Monitor of North Carolina



- Drought Classifications
- D0 - Abnormally Dry
 - D1 - Moderate Drought
 - D2 - Severe Drought
 - D3 - Extreme Drought
 - D4 - Exceptional Drought

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WTP Capital Projects	FY 24	Budget	Spent 3/1/24	Status 3/1/24
	Equip WTP Electrical Upgrades (127618)	300,000	224,900	95% complete. Fiber relocation done
	Equip Little Mtn Booster Pump (127621)	145,000	21,483	Generator start up complete, Carolina Pumpworks pumps delivered, Camp for electrical. Fix building, review layout of land (need space to park and turn around)
	Equip WTP Equipment annual (127608)	25,000	2,130	
	WSL Raw Intake Waterline (127307)	400,000	29,120	KHA correcting drawings then advertise for bids - pending state approval (original estimate was over \$600,000)
	Equip WTP Scada Upgrade (127612)	350,000	50,000	Software install in process.
	Residual Access Rd & WTP Front (127120)	393,000	151,750	Work started end Dec. Approx 60% done (Thompson Contractors). Bond done, need contract docs from McGill
	Recycle Pump Replacement Design (127614)	33,000		KHA did prelim on upsizing pump. Add redundant pump or upsize? Scheduled meeting to discuss
	PF Valves (127600)	15,000		Valves are ordered (\$6,390)(2 installed waiting on 4 more)

7

7

- | Other
projects |
|---|
| <ul style="list-style-type: none"> • Raw Water Station Interior Paint - complete • Poors Ford Pump Station <ul style="list-style-type: none"> • 6-12" Valves need to be replaced to isolate pumps • #2 pump completed/ valves/ pump alignment/ rehab • #1 & #3 valves ordered (on capital sheet) • Spindale Tank Electrical Service - Need Camp, Skyrunner to move over • Bleach Bulk Tank #1 - small leak at base, repair scheduled March 2024 • Jet Mix Room - piping issues - Tnemec spec, Lancaster to paint in Spring • Sidewalk cleaning at office to be scheduled • Certifications - <ul style="list-style-type: none"> • Robert and John to re-test 2024? • Chad tested Feb 29 • Wyman school in March |

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Distribution



Highlights

- Finished all larger meter replacements except ICC and Rutherford Hospital 6"
- Replaced line on Eaves St. with new PVC line
- Notified by E.S. Walker that materials for Dist. Shop addition will be arriving within a few weeks with construction start date soon after
- DOT Contractors finishing up tie-ins on Green St.
- Hosted Flagger Training

Priorities

- Replace Rutherford Hospital meter in the upcoming weeks and ICC meter on April 1st
- Continue line replacement on Wallace St

What's coming Up

- Line replacement on Illinois and Benton St's
- Certification classes for Johnathon and Jay (B) and Tony, Gladden and Tanner (A)

9

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On-Call / After Hours

Construction

	1Q 23	2Q 23	3Q 23	4Q 23	Jan	Feb
# calls	25	18	17	39	12	9
Hours	82	37.5	54	124	55	42

	1Q Hours	2Q Hours	3Q Hours	4Q Hours	Jan	Feb
New Construction	331	295	370	345	0	0
Rehab/Maintenance	458.5	63	330	90	0	84
Hydrant Replacement	15	7	1	6	4	0
Service Replacements	67	13	4	30	2	15

10

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Outages

	1Q Hrs/ # Services Affected	2Q Hrs/ # Services Affected	3Q Hrs/ # Services Affected	4Q Hrs/ # Services Affected	Jan Hrs/ # Services Affected	Feb Hrs/ # Services Affected
Unplanned	3/ 25	3/ 35	6/ 36	3/334	0	7/75
Planned	46/ 152	6/ 30	14/ 74	9/192	3/155	2/37

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Metering



Highlights

- Harmony (reading software) demo on March 5; install in April

Priorities

- Cut off on Monday, March 18
- Billing target date, March 27

What's coming up

- Register change outs on hold - NO INVENTORY
- GPS locate meters - Bad Elf equipment ordered March 4
- Lead Service Line inventory - Plan in Teams chat

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Work Order Statistics

	1Q 23	2Q 23	3Q 23	3Q 23	Jan	Feb	
Quality Inquiries	9	5	1	7	1	3	
Meter Change-outs	44	292	387	570	215	78	
Taps	14	10	16	20	3	7	
Datalog	17	5	18	16	11	6	
On/ Off/ Transfer	400	326	350	348	109	110	
Leak Reported	39	21	36	30	21	7	
Other	50	42	56	87	29	37	
Re-Read Meter	9	8	15	12	3	3	
Total Service Orders	582	709	879	1090	392	251	



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Electronic Alarms



	Leak Alarms	Leak Adj
1Q 23	667	\$24,062
2Q 23	617	\$7,404
3Q 23	737	\$8,500
4Q 23	781	\$7,526
January 24	333	\$3,400
February 24	242	\$5,702

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Meter Inventory & Need

Tracking meter replacement needs and failure rate (<3% November)
Update on register availability and RMA count for Feb

	Meters in Stock	RMA	Brain Dead/ Manual Reads	Total Active Meters
End 1Q 23	126	129	408	7,122
End 2Q 23	119	104	247	7,139
End 3Q 23	316	127*+ 378= 505	243	7,181
End 4Q 23	241* (70 register only)	902	216	7,192
January 24	77 whole meters. ¾-1' (25 registers only)	1040	270	7,209
February 24	58 new ¾-1 meters 6-¾ registers	1170 (112 sent off in feb)	487	7,188

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Distribution Capital Projects

FY 24	Budget	Spent 3/1/24	Status 3/1/24
WSL Rehab Water Lines (127500)	150,000	8,432	Materials for replacing galvanized
WSL Rehab Hydrant Valve Flush (127400)	75,000	53,441	Note: hydrant assembly cost has increased to \$5000 per unit
WSL New Extensions (127300)	150,000	136,873	Mountain Creek design; Gillespie (burgess - 3 taps) Soco Gap/ Walker Store investigate further + upgrade; Middle St (NO)
ICWD/ Polk Meter (127600)	75,000		Use money for engineering fees for 221 & 74 (Loves/ FWK)
Distribution Warehouse Expansion (127210)	175,000	16,652	Walker estimate \$167,000; move forward
Rubber Tire Loader (127609)	200,000	188,336	Delivered
Dist Service Truck (127702)	53,000	51,430	Delivered
Land Improvements ROW Clearing (127140)	100,000		Hold off for now
Equip Distribution annual (127602)	40,000	26,986	
Equip Meter Replacement annual (127603)	100,000	37,316	Large meters installed except for 2 (hospital and ICC pending)
Tank Annual Contract (127622)	40,000	38,959	USG

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Admin/ Operations



Highlights

- MuniBilling & Ampstun :
 - Working out differences in February billing comparison
 - Next step is matching A/R between water/ sewer services

Priorities

- MuniBilling data conversion
- Prepare for billing statement change
- Prepare for customer portal change
- Prepare for convenience fees for credit card payments

What's coming up

- Cut off on Monday, March 18
- Billing target date, March 27

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Asset Management

Brightly/ Asset Essentials

- Moving forward (as of 3/5 meeting with Nicole)
 - We have a "new" Marty consultant- Thomas Schwartz
 - Transition meeting 3/19 - 9:00 am
 - Data review meeting 4/8 - 10:00 am
 - Account configuration 4/22 - 9:00 am and 1:00 pm
 - User Training 5/6 - 9:00 am and 1:00 pm
 - User Training 5/8 - 9:00 am and 1:00 pm
 - Future issue: Resolve base map issue with Rutherfordton

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GIS/ ESRI

Lead and Copper

- GIS/ ESRI items to address
 - ✓ Source data - NAD1983 StatePlane (meeting 12:00 3/5)
 - ✓ Update parcel data - link on County website, need ESRI support
 - GPS meter locations - Bad Elf equipment on the way, delivery Wednesday 3/6
 - Transition from Collector app to Field Maps app

- LCRR
 - Need tax pin for parcels in MuniBilling (Gary) and use in LCRR spreadsheet as identifier
 - Create form that dumps data into DEQ sheet (Patrick)
 - Modify letter to customers

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Other Projects

Overall Organization Projects

- Verizon contract -
 - Board approved contract in Jan, redline revisions made, Verizon attorney behind
 - Sarah email from 2/20 -> USG to give Verizon construction costs, need compliance letter from BRWA
- Polk County Regional Water Authority - meeting held 2/28, timing of next steps dependent on Polk political climate, will need a public hearing
- Bank proposals from OZK and TD Bank being evaluated

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Billing Usage by Customer Type

★ Feb 2024 usage 9% less than same period 2023

Monthly Usage (M gal)	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	% Total
Residential	25.12	26.49	25.70	21.52	23.5	26.63	21.03	13%
Industrial	7.43	5.82	5.54	5.96	5.15	5.10	5.44	3%
Commercial	3.63	3.48	4.92	4.22	3.64	4.07	4.22	3%
Other+ Public Govt	3.70	3.91	3.64	3.70	3.31	3.14	2.89	2%
Bulk Grassy Pond	35.98	29.96	26.69	33.56	19.60	32.69	25.59	16%
Bulk Polk/ ICWD	155.33	147.4	131.24	131.85	95.84	141.38	102.72	63%
TOTAL	231.19 (7.46 MGD)	217.06 (7.24 MGD)	197.73 (6.38 MGD)	200.41 (6.68 MGD)	151.04 (4.87 MGD)	213.01 (6.87 MGD)	163.86 (5.46 MGD)	

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Billing Revenue by Customer Type

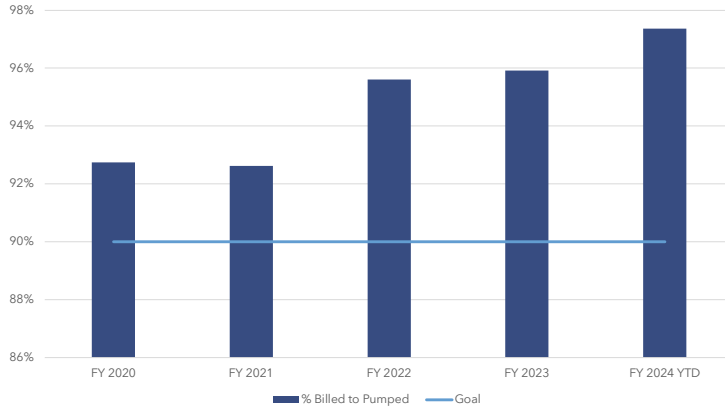
★ Feb 2024 revenue 9% less than same period 2023

Monthly Revenue	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	% Total
Residential	\$322,463	\$323,325	\$293,512	\$304,265	\$321,756	\$289,291	48%
Industrial	\$34,468	\$32,734	\$33,781	\$30,948	\$30,097	\$30,698	5%
Commercial	\$35,152	\$41,811	\$39,191	\$36,891	\$39,230	\$39,831	7%
Other+ Public Govt	\$32,641	\$30,359	\$28,768	\$28,666	\$27,725	\$26,427	4%
Bulk Grassy Pond	\$59,722	\$53,335	\$66,732	\$38,543	\$65,051	\$53,146	9%
Bulk Polk/ ICWD	\$215,057	\$191,795	\$192,673	\$161,896	\$206,397	\$161,007	26%
TOTAL	\$699,503	\$673,359	\$654,560	\$601,209	\$690,256	\$608,308	

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Accounted For Water (% billed vs pumped)



	% Billed to Pumped
FY 2020	93%
FY 2021	93%
FY 2022	96%
FY 2023	96%
FY 2024 YTD	96%

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Financial Data

The graphic features a bar chart with four bars of increasing height, colored yellow, blue, yellow, and blue. Above the bars are three red dashed circles, each containing a blue dollar sign (\$). The chart is set against a white background with a red coordinate system (x and y axes).

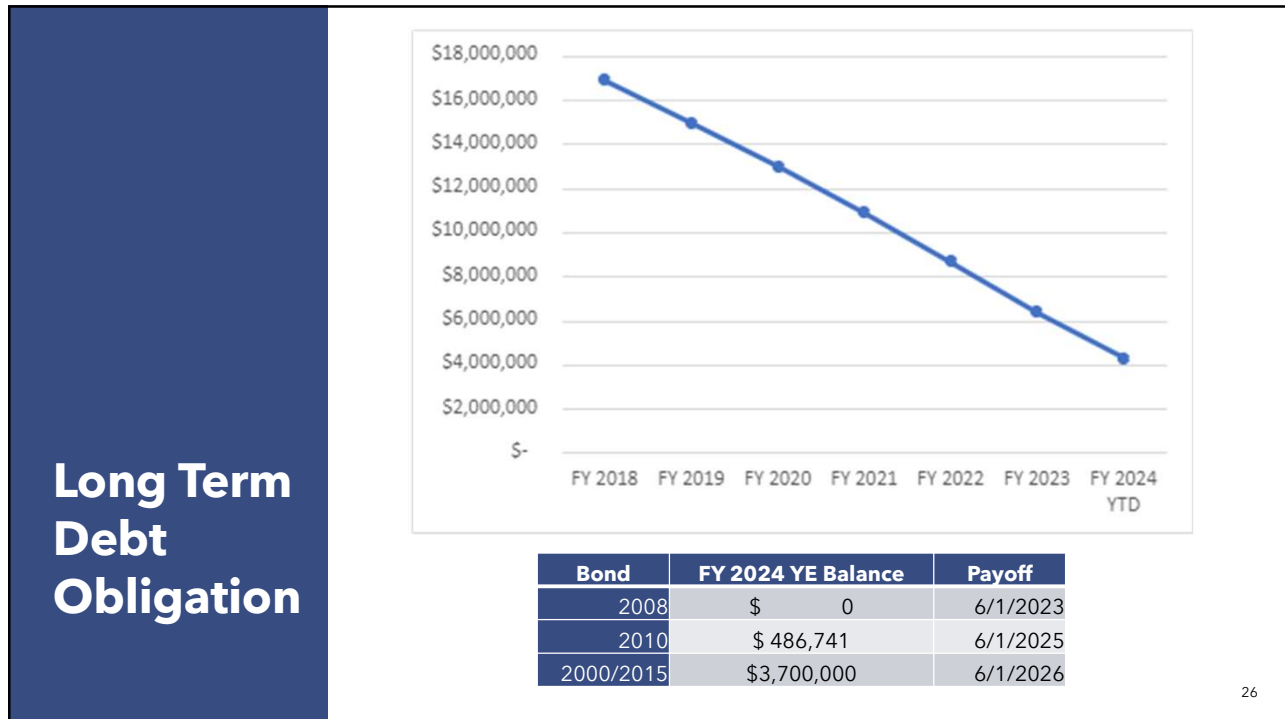
24

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Key Indicator	FY 16	FY 17	FY 18	FY 19	FY20	FY 21	FY 22	FY 23	FY 24
% Rate Change	2.5%	3.0%	-	* -2.3%	2.3%	-	3.5%	-	2.75%
Base Rate	\$26.90	\$27.70		\$27.62	\$28.29		\$29.20		\$30.00
Volumetric Rate	\$5.31	\$5.47		\$5.18	\$5.30		\$5.50		\$5.65
Ave Monthly Bill (3,500 gal)	\$40.18	\$41.38		\$40.57	\$41.54		\$42.95		\$44.13
Unrestricted Cash (\$M)	\$7.459	\$8.228	\$9.450	\$7.749	\$7.777	\$8.317	\$8.566	\$8.501	\$8.824
Debt Service Coverage	1.79x	1.77x	1.80x	1.72x	1.73x	1.71x	1.74x	1.63x	1.76x
Long Term Debt	\$20.668	\$18.501	\$16.279	\$13.998	\$11.654	\$9.247	\$6.774	\$4.423	

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HR

Highlights

- Employee Breakfast & Harrassment Training
- Training Tracker
- Sharepoint Team Site

Priorities

- Employee development plans
- SOPs & Training Videos for MuniBilling

What's coming up

- Employee + Family Gathering - TopGolf - Saturday, 3/16 1:00 pm - 3:00 pm
- Employee Lunch - Wednesday, 3/27 @ Noon - Main St. Office
- Holiday - Friday, 3/29 - Office Closed
- Employee Self Evals open 3/15-4/1
- Manager Evals on employees open 4/1-4/15

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YTD Training

Presentation title

2024 TRAINING COMPLETED														
EMPLOYEE NAME	TOTAL HOURS	COURSE NAME	DATE	HOURS	COURSE NAME	DATE	HOURS	COURSE NAME	DATE	HOURS	COURSE NAME	DATE	HOURS	CC
BLECHER, ROBERT	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
BRIGHT, JOHNSON	4	FLAGGER	2/20/2024	3	ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5	B-Distribution School			
CABRAL, KENDALL	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
GUYER, DUSTIN	0.5							Harrassment	2/28/2024	0.5				
HAMMETT, REID	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
HILL, GLADDEN	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5	A-Distribution School			
HITT, JAY	4				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5	B-Distribution School			
HUNNICUTT, MARIA	0.5							Harrassment	2/28/2024	0.5				
JONES, DUSTIN	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
JOYNER, BRAD	0.5							Harrassment	2/28/2024	0.5				
LAWSON, BETH	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
MAUGHAN, ASHLEY	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
MCHONE, KARAH	0													
MENDOZA, MARCUS	4	FLAGGER	2/20/2024	3	ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
MILLER, LJ	4	FLAGGER	2/20/2024	3	ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5				
MORGAN, WYMAN	0.5							Harrassment	2/28/2024	0.5				
MURRAY, CHAD	0.5							Harrassment	2/28/2024	0.5	C-Surface School			
QUEEN, JACOB	0.5							Harrassment	2/28/2024	0.5				
ROMERO, DELLA	0.5				ETHICS (LUNCH)	1/31/2024	0.5							
RUSH, BEN	0.5							Harrassment	2/28/2024	0.5				
SMART, JOHN	0.5							Harrassment	2/28/2024	0.5				
SMITH, ZANDER	3.5	FLAGGER	2/20/2024	3				Harrassment	2/28/2024	0.5				
SULLIVAN, TONY	0.5							Harrassment	2/28/2024	0.5	A-Distribution School			
SUTTLE, SHANNON	0													
THOMAS, TANNER	1				ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5	A-Distribution School			
TURNER, DAKOTA	0.5							Harrassment	2/28/2024	0.5				
WILSON, MATTHEW	4	FLAGGER	2/20/2024	3	ETHICS (LUNCH)	1/31/2024	0.5	Harrassment	2/28/2024	0.5	Apprentice Classes			

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Flagger Training



Broad River Water Authority
83 followers
1mo •

Big thanks to [Amanda Boyd, UMC](#) and [North Carolina Rural Water Association](#) for providing flagger training to BRWA teammates and to members of Public Works crews from [Town of Rutherfordton](#) and Town of Spindale. We are committed to the safety of our employees and our community. 🌟



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SharePoint Team Site

[Click Here \(draft page\)](#)

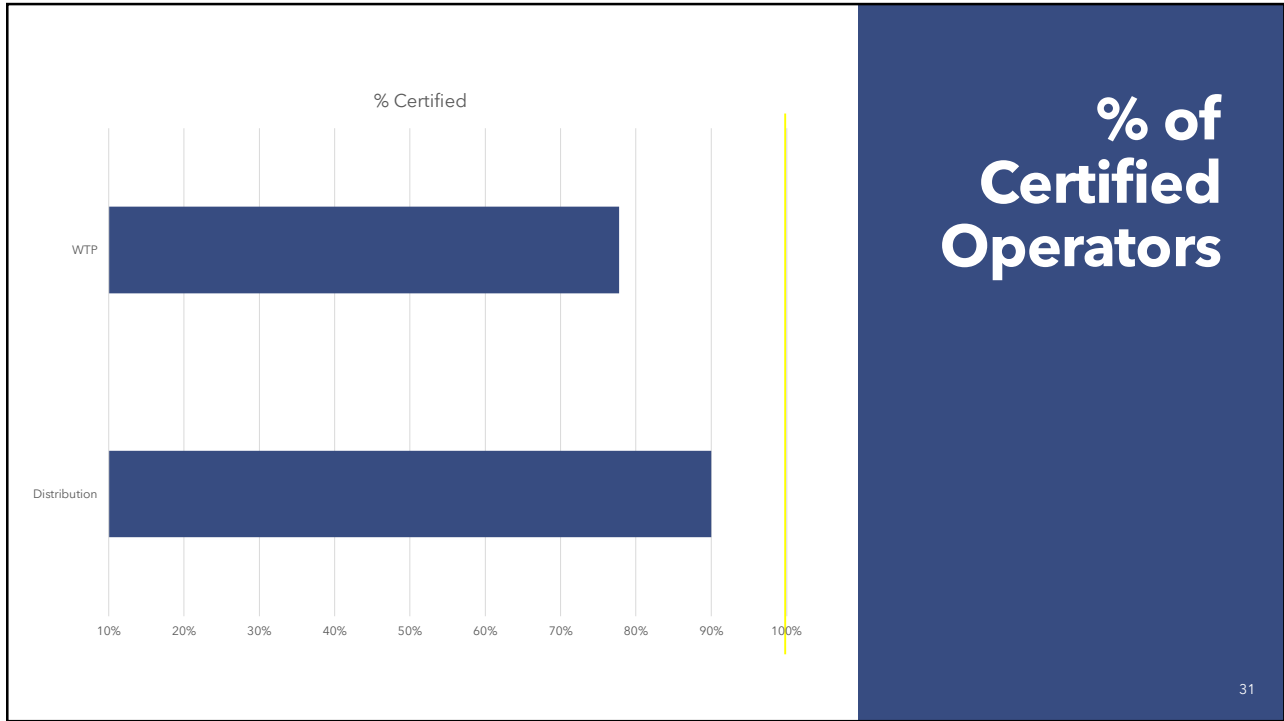
To be used as a supplement with the General Chat

- Files/News/Events will go here
- Links to benefit documents and carrier sites
- Links to Pryor+ and other trainings

Hope it helps with communication and transparency

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Social Media/Community Engagement

Broad River Water Authority
Published by Broad River · March 6 at 11:35 AM · 🌐

📌 Behind The Scenes & Beneath Our Feet 🌐

Ever wonder what keeps the water flowing seamlessly in our community? It's all about the unsung heroes below ground – our water valves! 💧 These hidden gems are the backbone of our water system, ensuring a steady and sustainable water supply.

🔧 **Valve Replacements for Sustainability:** At BRWA, we're dedicated to ongoing improvements in our water infrastructure. Replacing old valves is a key step in maintaining system efficiency, reducing leaks, and conserving water. It's a vital investment in the sustainability of our precious resource.

🦋 **The Unsung Heroes:** Underground but not unnoticed! Our dedicated team works tirelessly to identify, assess, and replace aging valves. This proactive approach helps us stay ahead of potential issues and keeps the water flowing reliably to your homes.

🌱 **Sustaining Our Future:** By upgrading these essential components, we're not just improving today's water system – we're securing a sustainable future. It's a commitment to environmental responsibility and ensuring generations to come enjoy the same quality water service.

📸 Before & After

[#BRWA](#) [#WaterSustainability](#) [#InfrastructureMatters](#) [#ValveReplacement](#)

Before After

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Social Media/Community Engagement



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Company-Wide Meeting Schedule

- TopGolf Saturday, Mar. 16
- Lunch Thursday, Apr. 4
- Lunch Wednesday, Apr. 24

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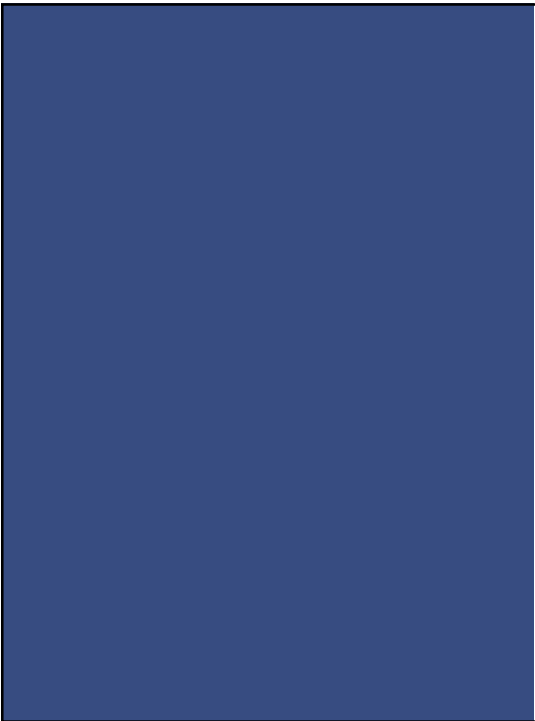
Meeting Schedule

L10 Meetings

- Tuesday, Mar 5th
- Tuesday, Apr 2nd
- Tuesday, May 7th

Board of Directors and Managers Meetings

- March 26, Tuesday 9:00 am



BROAD RIVER WATER AUTHORITY
Income Statement
As of January 31, 2024

Section H, Item 2.

	Month Ending 01/31/2024	Month Ending 12/31/2023	Year To Date 01/31/2024	Prior Year To Date 01/31/2023
REVENUE				
Operating Revenue				
Water Services:	683,629.96	615,501.69	4,737,871.52	4,620,678.48
Taps and Connections:	5,800.00	13,540.00	77,900.00	62,035.04
Late/ Disconnect/ Penalty Fees:	10,436.82	10,822.43	71,500.88	110,993.83
Water Testing Fees:	785.00	390.00	5,375.00	5,920.00
Billing Services:	3,390.85	3,392.55	24,042.21	22,438.85
Total Operating Revenue	704,042.63	643,646.67	4,916,689.61	4,822,066.20
Non-Operating Revenue				
Miscellaneous Revenue	0.00	0.00	0.00	2,256.35
Lease of Property	3,607.15	4,136.82	17,095.20	22,778.46
Interest Investment	17,797.12	17,620.32	118,338.20	121,741.23
Total Non-Operating Revenue	21,404.27	21,757.14	135,433.40	146,776.04
Capital Revenue				
Reimbursable Revenue	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
Gain on Disposal Fixed Asset	0.00	0.00	0.00	0.00
Transfer From Other Funds	0.00	0.00	0.00	0.00
Total Capital Revenue	0.00	0.00	0.00	0.00
TOTAL REVENUE	725,446.90	665,403.81	5,052,123.01	4,968,842.24
EXPENSES				
O&M Expenses				
Salaries and Wages:	194,464.02	161,041.39	1,012,693.24	993,132.21
Employee Benefits and Insurance:	72,752.70	54,021.64	394,477.12	425,072.14
Materials and Chemicals:	37,678.44	19,454.15	199,558.46	183,937.95
Utilities:	63,238.54	35,167.54	363,928.73	260,906.88
Auto Fuel:	3,179.63	2,912.37	27,244.27	53,670.44
Department Supplies & Inventory:	35,240.53	22,876.70	169,282.47	201,419.95
Billing and Collections:	14,865.90	6,293.44	70,662.89	71,254.71
Contracted Services:	14,026.42	4,322.71	53,757.88	28,998.19
Professional Services:	13,180.25	17,688.37	62,156.83	132,591.04
Repairs and Maintenance:	8,339.82	7,573.11	55,548.42	20,894.34
Insurance Prop Liab:	7,107.00	7,107.00	72,955.00	61,917.00
Capital Outlay:	6,308.65	906.44	10,724.43	8,173.97
License and Subscription Fees:	10,191.17	591.45	26,196.54	39,575.81
Training and Travel Expense	562.43	5,483.06	14,243.54	12,605.06
Miscellaneous Expenses:	0.00	0.00	1.99	0.00
Contingency:	0.00	0.00	0.00	0.00
Total O&M Expenses	481,135.50	345,439.37	2,533,431.81	2,494,149.69
Non-Operating Expenses				
Reimbursable Expenses	0.00	0.00	0.00	0.00
Loss on Disposal Fixed Asset	0.00	0.00	0.00	0.00
Transfer To Reserve Fund	0.00	0.00	0.00	0.00
Total Non-Operating Expenses	0.00	0.00	0.00	0.00
Depreciation & Interest				
Depreciation	183,182.00	183,182.00	1,282,274.00	1,182,944.07

BROAD RIVER WATER AUTHORITY
 Income Statement
 As of January 31, 2024

Section H, Item 2.

	Month Ending 01/31/2024	Month Ending 12/31/2023	Year To Date 01/31/2024	Prior Year To Date 01/31/2023
Amortization	0.00	0.00	0.00	0.00
Interest Expense	17,165.00	17,165.00	120,155.00	163,738.12
Total Depreciation & Interest	<u>200,347.00</u>	<u>200,347.00</u>	<u>1,402,429.00</u>	<u>1,346,682.19</u>
TOTAL EXPENSES	<u>681,482.50</u>	<u>545,786.37</u>	<u>3,935,860.81</u>	<u>3,840,831.88</u>
NET INCOME FY	<u>43,964.40</u>	<u>119,617.44</u>	<u>1,116,262.20</u>	<u>1,128,010.36</u>

BROAD RIVER WATER AUTHORITY

Balance Sheet As of January 31, 2024 Year To Date 01/31/2024

Current Assets	
Cash NC CMT	361,777.07
Checking OZK	(289,900.69)
Sweep OZK	8,567,519.65
Petty Cash	2,934.98
Water Receivable	894,168.12
Sewer Receivable	297,765.84
Sanitation Receivable	67,639.20
Allowance for Doubtful Account	(132,004.34)
Unbilled Revenue	171,335.22
Grants Receivable	229,720.95
Reimbursable Receivable	5,991.45
State Sales Tax	53,010.26
2% Food Tax	54.99
Co Sls Tax RcvblRutherford	24,753.96
Co Sls Tax RcvblOther Countie	471.54
Other Receivable	0.00
Prepaid Expenses	8,798.75
Total Current Assets	10,264,036.95
Noncurrent Assets	
Lease Receivable	422,208.90
Capital Assets	
Construction in Progress	220,078.27
Land	879,628.98
Buildings	23,352,339.79
Water System Lines	25,040,463.34
Equipment	10,222,597.12
Furniture and Fixtures	119,382.21
Vehicles	989,895.29
Accumulated Depreciation	(29,512,730.88)
Capital Assets, net of depreciation	31,311,654.12
Total Noncurrent Assets	31,733,863.02
Deferred Outflow of Resources	
Pension Deferrals	724,069.00
Deferred Charge on refunding	47,704.33
Total Deferred Outflow of Resources	771,773.33
Total Assets	42,769,673.30
Current Liabilities	
Accounts Payable	210,581.21
Employee Deductions	6,846.17
Retirement Payable	3,435.79
Accrued Interest	201,147.32
Accrued Salaries	0.00
Accrued Vacation	81,754.35
Payable from restricted assets	
Customer Deposits Water	176,768.37
Customer Deposits Sewer	38,691.28
Customer Deposits Sanitation	1,741.72
Customer Overpayments	2,451.73
Sewer Receipts PayableRutherf	96,549.93

BROAD RIVER WATER AUTHORITY
 Balance Sheet
 As of January 31, 2024
 Year To Date 01/31/2024

Section H, Item 2.

Sanitation Rcpts PayableRthrf	20,648.75
Sewer Receipts PayableSpindal	101,747.84
Sanitation Rcpts PayableSpndl	28,899.49
Sewer Receipts PayableCliff	10,873.78
Water Taps County	0.00
Reserve For Sewer/ Sanitation	365,405.04
Deferred Revenue	402,826.94
Total Current Liabilities	1,750,369.71
Long Term Liabilities	
Pension Liability	988,942.00
Bonds Payable 2008	0.00
Bonds Payable 2010	723,976.15
Bonds Payable 2015	5,289,375.00
Bond Discount	168,651.24
Total Long Term Liabilities	7,170,944.39
Total Liabilities	8,921,314.10
Deferred Inflows of Resources	
Pension Deferrals	9,304.00
Total Deferred Inflows of Resources	9,304.00
Capital	
Net Income	1,036,262.97
Cash and Available Assets	32,803,191.82
Total Capital	33,839,454.79
Total Liabilities and Capital	42,770,072.89

BROAD RIVER WATER AUTHORITY
Income Statement
As of February 29, 2024

Section H, Item 2.

	Month Ending 02/29/2024	Month Ending 01/31/2024	Year To Date 02/29/2024	Prior Year To Date 02/28/2023
REVENUE				
Operating Revenue				
Water Services:	604,091.20	683,629.96	5,341,962.72	5,225,895.38
Taps and Connections:	11,375.00	5,800.00	89,275.00	66,285.04
Late/ Disconnect/ Penalty Fees:	10,460.94	10,436.82	81,961.82	124,602.17
Water Testing Fees:	1,130.00	785.00	6,505.00	6,780.00
Billing Services:	3,395.95	3,390.85	27,438.16	27,056.00
Total Operating Revenue	630,453.09	704,042.63	5,547,142.70	5,450,618.59
Non-Operating Revenue				
Miscellaneous Revenue	0.00	0.00	0.00	2,256.35
Lease of Property	3,607.15	3,607.15	20,702.35	26,035.47
Interest Investment	16,402.57	17,797.12	134,740.77	138,708.26
Total Non-Operating Revenue	20,009.72	21,404.27	155,443.12	167,000.08
Capital Revenue				
Reimbursable Revenue	0.00	0.00	0.00	0.00
Grants	0.00	0.00	0.00	0.00
Gain on Disposal Fixed Asset	0.00	0.00	0.00	0.00
Transfer From Other Funds	0.00	0.00	0.00	0.00
Total Capital Revenue	0.00	0.00	0.00	0.00
TOTAL REVENUE	650,462.81	725,446.90	5,702,585.82	5,617,618.67
EXPENSES				
O&M Expenses				
Salaries and Wages:	132,416.11	194,464.02	1,145,109.35	1,113,334.91
Employee Benefits and Insurance:	44,140.65	72,752.70	438,617.77	468,545.74
Materials and Chemicals:	19,140.07	37,678.44	218,698.53	192,338.11
Utilities:	54,169.93	63,238.54	418,098.66	283,698.30
Auto Fuel:	4,069.10	3,179.63	31,313.37	60,887.77
Department Supplies & Inventory:	29,345.78	35,240.53	198,628.25	204,765.29
Billing and Collections:	6,245.14	14,865.90	76,908.03	79,697.10
Contracted Services:	5,769.01	14,026.42	59,526.89	31,846.86
Professional Services:	12,138.66	13,180.25	74,295.49	138,106.04
Repairs and Maintenance:	14,266.59	8,339.82	69,815.01	52,991.10
Insurance Prop Liab:	7,107.00	7,107.00	80,062.00	67,943.00
Capital Outlay:	0.00	6,308.65	10,724.43	8,173.97
License and Subscription Fees:	79.52	10,191.17	26,276.06	39,664.81
Training and Travel Expense	3,277.46	562.43	17,521.00	12,605.06
Miscellaneous Expenses:	0.00	0.00	1.99	0.00
Contingency:	0.00	0.00	0.00	0.00
Total O&M Expenses	332,165.02	481,135.50	2,865,596.83	2,754,598.06
Non-Operating Expenses				
Reimbursable Expenses	0.00	0.00	0.00	0.00
Loss on Disposal Fixed Asset	0.00	0.00	0.00	0.00
Transfer To Reserve Fund	0.00	0.00	0.00	0.00
Total Non-Operating Expenses	0.00	0.00	0.00	0.00
Depreciation & Interest				
Depreciation	183,182.00	183,182.00	1,465,456.00	1,351,936.08

BROAD RIVER WATER AUTHORITY
 Income Statement
 As of February 29, 2024

Section H, Item 2.

	Month Ending 02/29/2024	Month Ending 01/31/2024	Year To Date 02/29/2024	Prior Year To Date 02/28/2023
Amortization	0.00	0.00	0.00	0.00
Interest Expense	17,165.00	17,165.00	137,320.00	187,129.28
Total Depreciation & Interest	200,347.00	200,347.00	1,602,776.00	1,539,065.36
TOTAL EXPENSES	532,512.02	681,482.50	4,468,372.83	4,293,663.42
NET INCOME FY	117,950.79	43,964.40	1,234,212.99	1,323,955.25

BROAD RIVER WATER AUTHORITY

Section H, Item 2.

Balance Sheet As of February 29, 2024 Year To Date 02/29/2024

Current Assets	
Cash NC CMT	363,397.68
Checking OZK	(129,472.93)
Sweep OZK	8,590,498.76
Petty Cash	2,934.98
Water Receivable	833,899.22
Sewer Receivable	290,477.63
Sanitation Receivable	68,010.78
Allowance for Doubtful Account	(132,004.34)
Unbilled Revenue	171,335.22
Grants Receivable	229,720.95
Reimbursable Receivable	5,991.45
State Sales Tax	56,393.78
2% Food Tax	61.62
Co Sls Tax RcvblRutherford	26,331.55
Co Sls Tax RcvblOther Countie	495.11
Other Receivable	0.00
Prepaid Expenses	7,039.00
Total Current Assets	10,385,110.46
Noncurrent Assets	
Lease Receivable	422,208.90
Capital Assets	
Construction in Progress	220,078.27
Land	980,328.98
Buildings	23,352,339.79
Water System Lines	25,047,622.50
Equipment	10,225,272.52
Furniture and Fixtures	119,382.21
Vehicles	992,793.72
Accumulated Depreciation	(29,695,912.88)
Capital Assets, net of depreciation	31,241,905.11
Total Noncurrent Assets	31,664,114.01
Deferred Outflow of Resources	
Pension Deferrals	724,069.00
Deferred Charge on refunding	45,242.33
Total Deferred Outflow of Resources	769,311.33
Total Assets	42,818,535.80
Current Liabilities	
Accounts Payable	142,961.86
Employee Deductions	7,169.50
Retirement Payable	0.00
Accrued Interest	225,556.32
Accrued Salaries	0.00
Accrued Vacation	81,754.35
Payable from restricted assets	
Customer Deposits Water	178,464.37
Customer Deposits Sewer	39,798.43
Customer Deposits Sanitation	1,691.72
Customer Overpayments	2,451.73
Sewer Receipts PayableRutherf	101,236.84

BROAD RIVER WATER AUTHORITY
 Balance Sheet
 As of February 29, 2024
 Year To Date 02/29/2024

Section H, Item 2.

Sanitation Rcpts PayableRthrf	20,627.97
Sewer Receipts PayableSpindal	97,522.61
Sanitation Rcpts PayableSpndl	27,077.17
Sewer Receipts PayableCliff	10,157.34
Water Taps County	0.00
Reserve For Sewer/ Sanitation	358,488.41
Deferred Revenue	402,826.94
Total Current Liabilities	<u>1,697,785.56</u>
Long Term Liabilities	
Pension Liability	988,942.00
Bonds Payable 2008	0.00
Bonds Payable 2010	723,976.15
Bonds Payable 2015	5,289,375.00
Bond Discount	158,945.24
Total Long Term Liabilities	<u>7,161,238.39</u>
Total Liabilities	<u>8,859,023.95</u>
Deferred Inflows of Resources	
Pension Deferrals	9,304.00
Total Deferred Inflows of Resources	<u>9,304.00</u>
Capital	
Net Income	1,147,166.03
Cash and Available Assets	32,803,191.82
Total Capital	<u>33,950,357.85</u>
Total Liabilities and Capital	<u>42,818,685.80</u>