



# REGULAR BOARD MEETING

APRIL 28, 2026 AT 9:00 AM

BRWA BUSINESS OFFICE – 112 N MAIN STREET

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## AGENDA

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*112 North Main Street, Rutherfordton, NC 28139*

*PHONE: 828.286.0604 | FAX: 877.375.1630*

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**A. WELCOME/ROLL CALL**

**B. CALL TO ORDER**

**C. APPROVAL OF MINUTES**

- [1.](#) Regular Minutes of February 3, 2026

**D. SPECIAL PRESENTATIONS**

- [1.](#) Proclamation of Appreciation for Steve Garrison

**E. PUBLIC PRESENTATIONS**

**F. APPROVAL OF AGENDA**

**G. OLD BUSINESS**

- [1.](#) Reconsideration Resolution 13-25: DOT ROW Offer for Poors Ford

**H. NEW BUSINESS**

- [1.](#) Resolution 03-26: Approval of Local Water Supply Plan
- [2.](#) Resolution 04-26: Financial Advisory Services Agreement
- [3.](#) Delegate for NC Rural Water Association Annual Meeting
- [4.](#) Resolution 05-26: Agreement for Professional Services for Raw Water Canal Improvements Project

**I. REPORTS**

- [1.](#) Director's Report
- [2.](#) Financial Reports for Feb and March 2026

**J. BOARD MEMBER REMARKS**

**K. ADJOURNMENT**



ROW agent confirmed the offer included \$1850 to repair/ replace the fence. The Board requested that staff provide a fence repair estimate for comparison.

### **New Business**

The Board reviewed a response to the LGC regarding the FY 25 audit Financial Performance Indicators of Concern (FPIC). The Water Capital Asset Condition Ratio which reflects remaining useful life is 0.4822 for BRWA which is less than the established criteria of 0.50. The response prepared by staff addresses this FPIC by detailing the Authority's efforts evidenced by completion of an asset management plan, a master plan and adoption of a Capital Improvement Plan. A motion to approve the response was made by Scott Webber, seconded by Jenny Piper, and unanimously approved.

Resolution 01-26: Restatement of the Agreement Between BRWA/ Polk/ ICWD and Adding as a Party the Polk County Regional Water Authority was reviewed and considered. After discussion, the Board agreed to table this resolution in order to have more time to consider it further.

Resolution 02-26: Authorization to Apply for SRF Helene Funding was reviewed. BRWA plans to apply for funding for Improvements to the WTP and the Poors Ford pump station estimated at \$23 million. The current cap for funding is \$10 million. Applications are due March 2 and funding decisions will be made April 15, 2026. A motion to approve the Resolution was made by David Guy, seconded by Scott Webber, and unanimously approved.

### **Reports**

An overview of the monthly Leadership Team presentation was provided highlighting the Projects, People and Priorities for the month. Several important updates include the Love's water/ sewer project (rebid scheduled 2/25/26), and progress on key infrastructure projects. The financial report for December was reviewed at the meeting. Reports also included the FY25 Annual Disclosure for information only.

### **Board Member Remarks**

Scott expressed appreciation for patience through the Polk/ ICWD contract discussion. Danny expressed thanks for staff's work on the audit and the Board's participation.

### **Adjournment**

With a motion by Jamie Guillermo, a second from Brandon Harrill, and unanimous approval, the meeting was adjourned at 10:28 am.

The next meeting is scheduled for February 24, 2026 at 9:00 am in the business office.

Respectfully submitted,



Maria S. Hunnicutt, Secretary

**PROCLAMATION**

Meeting of April 28, 2026

**WHEREAS**, Steve Garrison has dedicated over eleven years of loyal service through his position as Board Member of the Broad River Water Authority since March 2, 2015; and

**WHEREAS**, Steve Garrison has given so unselfishly of his time, energy, and resources in providing leadership to the Board towards accomplishing the mission of improving the quality of life in our community by being a dedicated team of neighbors setting the standard for utility excellence; and

**WHEREAS**, Steve Garrison has earned the respect and admiration of his fellow citizens by demonstrating the virtues of honor, integrity, outstanding leadership, and moral character in both his professional and personal life.

**NOW, THEREFORE, BE IT PROCLAIMED** by the BROAD RIVER WATER AUTHORITY that we honor Steve Garrison for his years of faithful and dedicated service to the Authority and extend to him and his family our deepest appreciation and gratitude.

This the 28<sup>th</sup> day of April, 2026.

ATTEST:

BROAD RIVER WATER AUTHORITY

\_\_\_\_\_  
Maria Hunnicutt, Secretary

\_\_\_\_\_  
Danny Searcy, Chairman

(Corporate Seal)

**Item F-1: Reconsideration of NCDOT ROW Offer for Poors Ford**

The NCDOT offered a sum of \$2,275 for a right of way and temporary easement on the property located at 1141 Poors Ford Rd, Rutherfordton, which is the location of the Authority's 5 million gallon ground storage tank and pump station. This is part of the Hwy 221A project. At the previous Board meeting, the approval of the offer was contingent on DOT repair of any damage to the fence to the current state or better. In follow up conversations with the ROW agent, he indicated that \$1,850 of the total offer is allocated to the chain link fence. In other words, they are including the repair/ replacement of the fence which would be BRWA's responsibility.

We obtained an estimate for repair from Henson Fence of \$5,610. The DOT increased the offer to \$7,500. Included is the Henson estimate and the Permanent Utility Easement.

**RESOLUTION NO. 13-25 REVISION**

Meeting of April 28, 2026

**A RESOLUTION APPROVING THE OFFER FROM NCDOT TO PURCHASE PROPERTY AT POORS FORD RD**

**WHEREAS**, the NC Department of Transportation (NCDOT) has contracted with The Right of Way Group, LLC. to acquire the necessary Right of Way and Easement areas needed related to the construction of project R-2233BA Rutherfordton Bypass from US 74 Bypass to US 221 South of US 74 Business (Charlotte Road); and

**WHEREAS**, this project will impact the property owned by the Authority at 1141 Poors Ford Rd, Rutherfordton, which is the site of the Authority’s Poors Ford ground storage facility and pump station; and

**WHEREAS**, the description of land and effects of the acquisition are stated as “approximately 5.110 acres of which 0.000 acres is being acquired as right of way, leaving 5.110 acres remaining on the right with access to Poors Ford Road. Also being acquired is a temporary construction easement containing approximately 0.043 acres and a permanent utility easement containing approximately 0.032 acres.” for the improvements of “chain link fence”; and

**WHEREAS**, the total contingent offer for this right of way and temporary easement is \$7,500.

**NOW, THEREFORE, BE IT RESOLVED BY THE BROAD RIVER WATER**

**AUTHORITY:**

1. The offer attached is accepted by the Authority.
2. Maria S. Hunnicutt, Executive Director, is hereby authorized to act on behalf of the Authority to administer the agreement conditions.
3. This resolution shall become effective upon its adoption and approval.

Adopted and approved by vote of (for \_\_\_\_\_)(against \_\_\_\_\_) this the 28<sup>th</sup> day of April, 2026.

Broad River Water Authority

Attest: \_\_\_\_\_

Maria S. Hunnicutt, Secretary

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

Danny Searcy, Chairman

**Henson Fence Company**

180 Sunset Memorial Road  
 Forest City, NC 28043  
 Chris Henson

Phone # 828-429-6733 Cell hensonfenceco@aol.com

Fax #

Section G, Item 1.

Estimate

Date	Estimate #
3/21/2026	20762

Name / Address
Broad River Water - Authority 138 Duke St. Spindale, NC 28160

			Project
Description	Qty	Rate	Total
Install approx. 93' of 6' 9 gauge chain link fence with 3 strains of barb wire All new materials Take down approx. 30' of old fence		5,610.00	5,610.00T
		<b>Subtotal</b>	\$5,610.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$5,610.00

Revenue Stamps \$ 15.00

### PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY Anthony R. Rickman CHECKED BY Joe M. Martin

RETURN TO: The Right of Way Group c/o Mark Smith  
210 E 5<sup>th</sup> Street  
Lumberton, NC 28358

NORTH CAROLINA  
COUNTY OF Rutherford  
TAX PARCEL 1633657

TIP/PARCEL NUMBER: R-2233BA 092  
WBS ELEMENT: 34400.2.4  
ROUTE: Rutherfordton Bypass from US 74 Bypass to US 221 South of US 74 Business (Charlotte Road)

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 26  
by and between Broad River Water Authority  
112 N. Main Street  
Rutherfordton, NC 28139

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

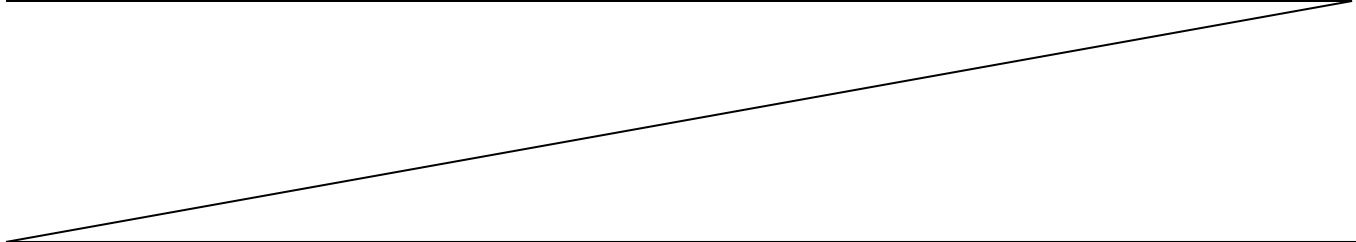
#### WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 7,500.00 and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in Rutherfordton Township, Rutherford County, and being more fully described in a deed recorded in Book 766, Page 509, Rutherford County Registry, said easement being described as follows:

Point of beginning being S 31°49'7.8" E, 185.654 feet from -Y16A- Sta 19+00 thence along a curve 32.551 feet and having a radius of 1863.390 feet. The chord of said curve being on a bearing of S 47°14'26.3" W, a distance of 32.551 feet thence to a point on a bearing of S 19°55'29.3" E 40.810 feet thence to a point on a bearing of N 68°0'56.3" E 30.019 feet thence to a point on a bearing of N 19°55'29.3" W 52.364 feet returning to the point and place of beginning.



COUNTY:     Rutherford     WBS ELEMENT:     34400.2.4     TIP/PARCEL NO.:     R-2233BA 092    

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

A Permanent Utility Easement (PUE) in perpetuity for the installation and maintenance of utilities as described below. The DEPARTMENT and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said utility easement area(s) a utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said utility easement area(s) for the purpose of inspecting said utility line or lines and making all necessary repairs and alterations thereon: together with the right to cut away and keep clear of said utility line or lines, all trees and other obstructions inside the utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in the DEPARTMENT'S, its agents, or assigns' opinion, to endanger a line or other facility within the utility easement area(s) ("Danger Trees"). The DEPARTMENT and its agents or assigns shall also have the right to access the utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the utility easement area(s) and Danger Trees from outside of the utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access.

The DEPARTMENT shall have the right to use the Permanent Utility Easement area(s) for additional working area during the above-described project. The underlying fee owner retains the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, provided that such use does not unreasonably interfere with the rights granted to the DEPARTMENT in this document. For example, it shall not be unreasonable for the fee owner to safely use the Permanent Utility Easement area(s) to access the easement area or the remainder of the property, or for parking.

The DEPARTMENT'S acquisition of the Permanent Utility Easement(s), by itself, does not constitute new control of access (C/A) pursuant to N.C.G.S. §§ 136-89.51 or 136-89.52. Further, this easement does not allow the DEPARTMENT or any utility to prevent the landowner from accessing the easement or the remainder of the property outside the easement. Upon completion and acceptance by the DEPARTMENT of the above-described project, no utilities, appurtenances, or work performed by a utility or other assigns pursuant to the rights granted under the easement within the Permanent Utility Easement(s), shall be added or modified in a manner that interferes with the underlying fee owner's existing points of ingress, egress, and parking, unless appropriate substitute access or parking is provided or the DEPARTMENT provides just compensation for the taking of those rights. If existing points of ingress or egress do not exist, or if additional points of ingress or egress are desired, nothing in this easement prohibits the underlying fee owner from applying for a driveway permit from the DEPARTMENT in the ordinary course. A court of competent jurisdiction shall at all times retain the authority to determine whether the DEPARTMENT or its agents or assigns have exceeded the scope of the rights granted under the easement.

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Temporary Drainage Easement described as follows:

Point of beginning being S 53°12'15.7" E, 186.038 feet from -Y16A- Sta 19+00 thence to a point on a bearing of S 47°48'8.1" W 60.940 feet thence to a point on a bearing of S 42°27'33.9" E 30.771 feet thence to a point on a bearing of N 47°48'8.1" E 60.800 feet thence to a point on a bearing of N 42°11'51.9" W 30.770 feet returning to the point and place of beginning.

It is understood and agreed that the DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, provided that such use does not unreasonably interfere with the rights granted to the DEPARTMENT in this document. For example, it shall not be unreasonable for the fee owner to safely use the Temporary Easement area(s) to access the easement area or the remainder of the property, or for parking.

COUNTY:     Rutherford     WBS ELEMENT:     34400.2.4     TIP/PARCEL NO.:     R-2233BA 092    

This easement is subject to the following provisions only: NONE

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project #     34400.2.4     have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project #     34400.2.4     ,     Rutherford     County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Rutherford WBS ELEMENT: 34400.2.4 TIP/PARCEL NO.: R-2233BA 092

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

**Broad River Water Authority**

BY: \_\_\_\_\_ (SEAL)  
Maria S. Hunnicutt Executive Director

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that
	Maria S. Hunnicutt _____ personally came before me this day and acknowledged that she is Executive Director of Broad River Water Authority _____, a corporation, and that she, as Executive Director, being authorized to do so, executed the foregoing on behalf of the corporation.
	Witness my hand and official seal this the _____ day of _____, 20 26 .
	_____ Notary Public
	My commission expires: _____

**Item G-1: Consideration to Adopt Local Water Supply Plan**

The Authority is required to submit a Local Water Supply Plan (LWSP) to the NC Department of Environment Quality (NCDEQ) on an annual basis. The submission of our plan for the calendar year of 2025 is subject to approval NCDEQ. The Board is required to adopt the following Resolution.

**RESOLUTION NO. 03-26**

Meeting of April 28, 2026

**A RESOLUTION APPROVING LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143-355 (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; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Broad River Water Authority has been developed and submitted to the Board of Directors for approval; and

WHEREAS, the Board of Directors finds that the Local Water Supply Plan is in accordance with the provision of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the further management of water supplies for Broad River Water Authority, as well as useful information to the Department of Environment Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broad River Water Authority that the Local Water Supply Plan entitled “Local Water Supply Plan” dated March 31, 2026 is hereby approved and shall be submitted to the Department of Environment Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Board of Directors 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.

Adopted and approved by vote of (for\_\_\_\_)(against\_\_\_\_) this the 28<sup>th</sup> day of April, 2026.

Broad River Water Authority

Attest:\_\_\_\_\_

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

Maria S Hunnicutt, Secretary

Danny Searcy, Chairman

# Broad River Water Authority

2025 ▾

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: Broad River Water Authority PWSID: 01-81-035  
 Mailing Address: PO Box 1269 Rutherfordton, NC 28139 Ownership: Authority  
 Contact Person: Maria Hunnicutt Title: Executive Director  
 Phone: 828-286-0640 Cell/Mobile: 828-429-8633

**Complete**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Cast Iron	2-16	18.90 %
Ductile Iron	4-24	54.30 %
Galvanized Iron	1-6	4.10 %
Polyvinyl Chloride	1-12	22.70 %

What are the estimated total miles of distribution system lines? **264 Miles**  
 How many feet of distribution lines were replaced during 2025? **3,340 Feet**  
 How many feet of new water mains were added during 2025? **7,015 Feet**  
 How many meters were replaced in 2025? **64**  
 How old are the oldest meters in this system? **17 Year(s)**  
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **40**  
 What is this system's finished water storage capacity? **6.7500 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**

Note: 2,453 registers were replaced on meters. New registers have a 10-year warranty on battery life.

### Programs

Does this system have a program to work or flush hydrants? **Yes, As Needed**  
 Does this system have a valve exercise program? **Yes, As Needed**  
 Does this system have a cross-connection program? **Yes**  
 Does this system have a program to replace meters? **Yes**  
 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? **Decreasing Block, Flat/Fixed**

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

Section H, Item 1.

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
Broad River (01-1)	100 %	Rutherford	100 %

What was the year-round population served in 2025? 17,170

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	6,868	0.7860	0	0.0000
Commercial	509	0.1860	0	0.0000
Industrial	16	0.2000	0	0.0000
Institutional	141	0.0960	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.1130 MGD

### Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)		Contract		Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type	
		Days Used	MGD	Expiration	Recurring				
Cleveland County Sanitary District	01-23-055	0.0000	0	0.0000		Yes	Yes	6	Emergency
Grassy Pond WC in South Carolina	11-20-002	1.2140	340	2.1600	2039	Yes	Yes	12	Regular
Polk County Water System	10-75-010	4.2050	365	6.1000	2029	Yes	Yes	20	Regular
Town of Forest City	01-81-010	0.0000	0	4.5000	2027	Yes	Yes	12	Emergency

## 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	6.7440	8.3730	May	6.6970	7.8180	Sep	7.1720	8.8790
Feb	6.5520	8.0520	Jun	7.1100	8.4100	Oct	6.8190	8.8500
Mar	6.4860	8.0420	Jul	7.7570	9.0450	Nov	6.7320	8.4430
Apr	6.2460	8.3250	Aug	7.1720	8.6330	Dec	6.8030	9.0070



### Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Broad River		6.8580	365	9.0450	13.0000	F	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
Broad River		255	Yes	Broad River (01-1)	Rutherford

Year Official	Use Type
	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
Town of Forest City	01-81-010	0.0000	0	3.4000	2027	Yes	Yes	12	Emergency

**Water Treatment Plants**

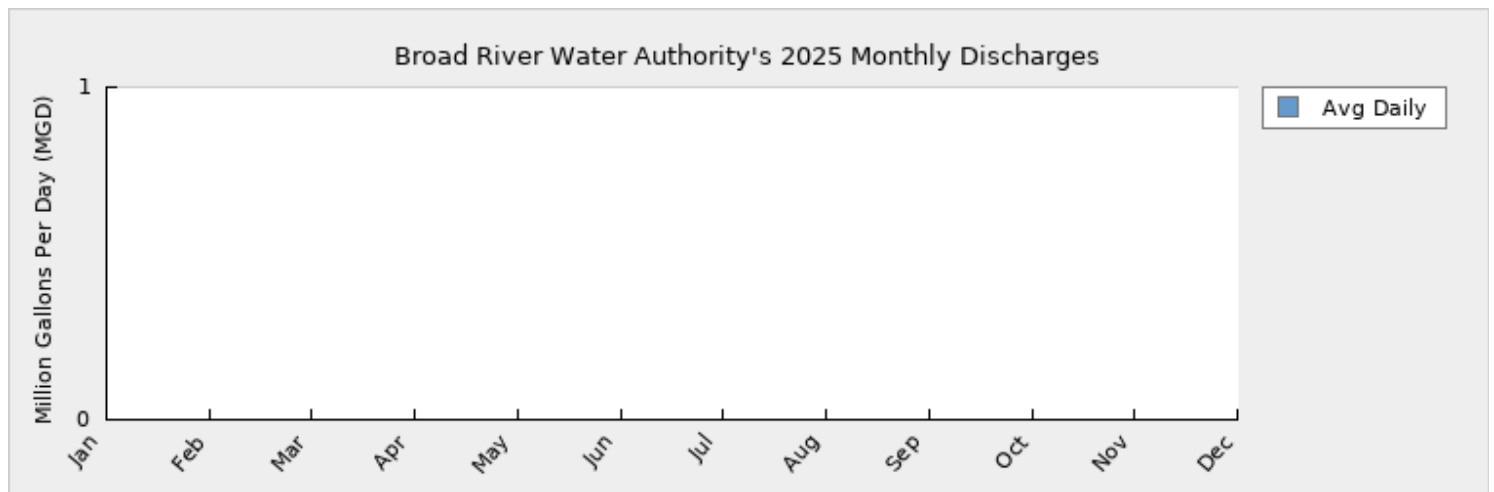
Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Broad River Water Plant	12.0000	Yes	Yes	Broad River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2025? No  
 If yes, was any water conservation implemented?  
 Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2025? 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	0.0000	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? 3,400  
 Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

**5. Planning**

**Projections**

	2025	2030	2040	2050	2060	2070
Year-Round Population	17,170	18,726	22,273	26,493	31,512	37,482
Seasonal Population	0	0	0	0	0	0
Residential	0.7860	0.9000	1.0980	1.3390	1.6330	1.9920
Commercial	0.1860	0.2260	0.2630	0.3050	0.3540	0.4120
Industrial	0.2000	0.2240	0.2450	0.2660	0.2880	0.3110
Institutional	0.0960	0.1270	0.1280	0.1280	0.1280	0.1100
System Process	0.1130	0.1240	0.1450	0.1680	0.1740	0.1820
Unaccounted-for	0.1412	0.1626	0.1888	0.2199	0.2572	0.3004

**Future Supply Sources**

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Broad River	01-81-035	Surface	1.1000	2028		Regular

bidding project in May/ June 2026 to increase hydraulic capacity at existing WTP to 13.1 MGD which equals the withdraw allowance

**Demand v/s Percent of Supply**

	2025	2030	2040	2050	2060	2070
Surface Water Supply	13.0000	13.0000	13.0000	13.0000	13.0000	13.0000
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		1.1000	1.1000	1.1000	1.1000	1.1000
Total Available Supply (MGD)	13.0000	14.1000	14.1000	14.1000	14.1000	14.1000
Service Area Demand	1.5222	1.7636	2.0678	2.4259	2.8342	3.3074
Sales	5.3358	8.2600	8.2600	8.2600	8.2600	8.2600
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	6.8580	10.0236	10.3278	10.6859	11.0942	11.5674
Demand as Percent of Supply	53%	71%	73%	76%	79%	82%



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 46 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. **No Changes**

Are there other demand management practices you will implement to reduce your future supply needs? Our demand as a percent of supply appears high due to the model utilizing the maximum contractual amount in our sales agreements. Our projections for actual sales through contracts will remain similar to current sales for the foreseeable future with growth being between 1-3%. Another consideration is our sales to Polk County (then to Inman Campobello Water District) could decrease given that ICWD is currently building their own WTP on the N Pacolet River.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? BRWA along with Polk County and Inman Campobello Water District are currently working with an engineering firm to locate suitable property in Rutherford and/or Polk County along the Green River for a future potential raw water intake. Plans are to jointly purchase property over the next 5 years.

How does the water system intend to implement the demand management and supply planning components above? Master Plan completed in 2023 evaluated major projects included in our CIP which were determined by our Asset Management Plan. Engineering Design is complete for WTP and Poors Ford pump station for upgrades to achieve firm capacity/ redundancy at 12 MGD and increased capacity to full withdraw of 13.1 MGD. Project will bid Spring 2026. Funding application submitted for SRF program. If not funded, BRWA would borrow funds either public or private placement.

**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: **BRWA has no identified deficiencies or needed improvements at this time outside of projects already underway.**

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.

### **Item G-2: Resolution 04-26 Financial Advisory Services Agreement**

In preparation for the upcoming project for the WTP and Poors Ford pump station, staff has communicated with the partners needed for potential borrowing with a public bond issue or private placement, including a financial advisor. As a reminder the project will be bid in mid-June with options:

1. WTP capacity remains at 12 MGD adding two new filters and the new Poors Ford pump station to increase capacity from 10.8 MGD to 12 MGD. Garver cost estimate with contingency = \$14,474,540.
  2. WTP capacity to 13.1 MGD with new flocculator, new sedimentation basin and two new filters and the new Poors Ford pump station to increase capacity to 12 MGD from 10.8 MGD. First Tryon Advisors about the options for borrowing. Garver cost estimate with contingency = \$23,174,540.
- Helene SRF funding was awarded for \$5,513,100 as principal forgiveness and \$1,250,000 was awarded as a 0% interest loan. Based on cost estimates, the upcoming borrowing for option 1 is estimated as \$7,711,440. Option 2 is \$16,411,440.

First Tryon Advisors has provided the following Agreement that would govern First Tryon Advisors' relationship as advisor to the Authority. From a regulatory standpoint, this is the document that they need to have in place to be able to provide financial advice. The FA Services Agreement does not obligate the Authority to pay anything, as that would be covered in a separate Work Order that would be provided once they have a better understanding of what the financing will look like. They have also provided schedules based on a public bond or a private placement. We have a call scheduled with the LGC on May 4<sup>th</sup>.

**RESOLUTION NO. 04-26**

Meeting of April 28, 2026

**APPROVAL OF AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

**WHEREAS**, the Authority needs to partner with a financial advisor for the upcoming borrowing of funds to finance capital improvements in FY 2027; and

**WHEREAS**, First Tryon Advisors has provided a Financial Advisory Services Agreement; and

**WHEREAS**, fees would be determined at a later time and would be documented in the Work Order.

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

1. The agreement for financial services from First Tryon Advisors 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 28<sup>th</sup> day of April, 2026.

Broad River Water Authority

Attest: \_\_\_\_\_  
Maria S Hunnicutt, Secretary

By: \_\_\_\_\_  
Danny Searcy, Chairman

(Corporate Seal)

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement (this “**Agreement**”) is made by and between the Broad River Water Authority, North Carolina (the “**Client**”) and First Tryon Advisors, LLC (the “**Advisor**”), as of the date acknowledged and accepted by the Client below (the “**Effective Date**”).

In consideration of the mutual covenants contained in this Agreement, the parties hereby agree with respect to financial advisory services to be provided by the Advisor to the Client as follows:

### SERVICES

The Advisor, as an independent contractor and not as an employee, shall provide financial advisory services to the Client as specified from time to time in the work order or work orders in the form attached to this Agreement as Exhibit A (collectively, if more than one, the “**Work Order**”), perform all work and deliver all requisite work product (the “**Deliverables**”) in connection therewith (collectively, together with the Deliverables, the “**Services**”). The Advisor agrees to perform the Services in accordance with the highest professional standards applicable to the performance of like services. As part of such Services, Client may periodically request reasonable written reports concerning the Advisor’s progress, project status and other matters pertaining to the Services, and the Advisor shall promptly provide such reports to Client at no additional charge.

Client may, from time to time, request that the Advisor perform additional Services (“**Additional Services**”). If the Advisor accepts such assignments, the parties shall agree to the parameters of the Additional Services to be undertaken by executing a new or revised Work Order in the form of Exhibit A. The Additional Services shall be considered “**Services**” under this Agreement and shall be performed in accordance with, and subject to the terms and conditions of, this Agreement and the Work Order specifying the Services to be performed.

Nothing contained in this Agreement shall constitute making or appointing the Advisor an agent of the Client. The Advisor shall not (a) hold itself out contrary to the terms of this Agreement; (b) enter into any agreement on behalf of the Client or bind the Client in any way; or (c) make any representation, agreement, act or commission contrary to the terms of this Agreement.

The parties agree that Affiliates (as defined below) of Advisor and Affiliates of Client may execute Work Orders in accordance with the provisions of this Agreement. In such event, the applicable Affiliate of such party executing any Work Order shall, for purposes of such Work Order, be considered “Advisor” and the “Client” as those terms are used in this Agreement, insofar as it relates to any such Work Order, shall be deemed to be a two-party agreement between First Tryon or its applicable Affiliate on the one hand and Client or its applicable Affiliate on the other hand. As used in this Agreement, an “Affiliate” of an entity is another person or entity which controls, is controlled by or is under common control with such entity, and the term “control” of an entity shall mean the power to unilaterally direct the policies and management of such entity, whether through the ownership of voting securities or otherwise.

### CLIENT MATTERS

With respect to any matter described in this Agreement, nothing in this Agreement shall limit the Client’s unqualified right, in the Client’s discretion, (a) to reject in whole or in part any advice, suggestion, counsel or proposal made by the Advisor; or (b) to make any decision the Client deems to be in the best interests of the Client.

The Client represents that (a) it has taken all necessary action to authorize the Client’s execution, delivery and performance of this Agreement and (b) it has obtained all consents, approvals and authorizations necessary for the Client’s execution and delivery of this Agreement and the performance of its obligations under this Agreement.

**TERM**

This Agreement shall commence on the Effective Date and thereafter shall remain in effect unless terminated in accordance with the provisions under the “**TERMINATION**” heading below. The Advisor shall render Services to Client for the period (the “**Term**”) set forth in the applicable Work Order.

**PERSONNEL**

The Advisor’s Services under this Agreement shall be rendered solely by (a) its individual employees or (b) individuals or entities that are not employees of the Advisor that have been engaged by the Advisor to perform Services under this Agreement on the Advisor’s behalf (collectively, the “**Third Parties**”), in each case as specified in the Work Order (collectively, the “**Personnel**”). The Advisor represents any such Personnel are qualified to perform the Services and have been assigned by the Advisor to work with the Client pursuant to this Agreement. The Advisor certifies that after hiring an employee to work in the United States, the Advisor shall verify the work authorization of the employee through E-Verify (or any replacement procedure).

**FEES**

Upon the performance by the Advisor of all of its obligations under this Agreement and in an applicable Work Order, and as full compensation for Services performed by the Advisor to Client, Client agrees to pay to the Advisor, and the Advisor agrees to accept, a fee for Services as rendered on the basis set forth in the Work Order. In no event shall Client be obligated to pay any fees accrued in excess of the Estimated Cost set forth in the Work Order, or accrued in respect of services not described in the Work Order, without the written consent of Client.

In establishing fees, the Advisor takes into account multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

Unless specifically provided otherwise in the applicable Work Order, the Advisor shall invoice Client upon completion of the Services performed under the applicable Work Order. Invoices will be paid within 30 days of Client’s receipt and acceptance of a proper invoice in accordance with the applicable Work Order.

**TERMINATION**

Either party shall have the right to terminate any or all of the Services, any or all Work Orders or this Agreement without cause and in its sole discretion upon 30 days’ prior written notice.

In the event of any termination of any Services, Work Order or this Agreement as set forth above, the Client shall pay the Advisor only for those Services performed, and reimbursable expenses incurred, before the effective date of termination; provided, however, that the Client shall have no liability for any further charges in respect of Services performed or expenses incurred after such termination date. Upon termination of this Agreement, the Advisor shall be relieved of any further obligations to provide services under this Agreement or any applicable Work Order.

**MISCELLANEOUS**

The provisions of this Agreement constitute the entire agreement of the parties as to the matters addressed in this Agreement and supersede any prior understanding not specifically incorporated in this Agreement. No changes to this Agreement or waiver of any of the terms of this Agreement shall be made except in writing signed by the Client and the Advisor. In addition, no Work Order applicable to this Agreement shall be binding on the Client unless executed by the Client and the Advisor. In the event of any inconsistency between a Work Order and the terms set forth in this Agreement, the terms of the applicable Work Order shall prevail.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of North Carolina applicable to agreements made and to be fully performed therein.

**NOTICES**

All notices, requests, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by a nationally recognized overnight courier service or by United States mail, postage prepaid, certified or registered, with return receipt requested, or otherwise actually delivered:

If to the Client at:

Broad River Water Authority, NC  
Attn: Executive Director  
112 N Main Street  
Rutherfordton, NC 28139

If to the Advisor, at:

First Tryon Advisors, LLC  
Attn: Chief Compliance Officer  
6101 Carnegie Blvd, Suite 210  
Charlotte, NC 28209

**LIMITATION ON LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE CLIENT FOR SERVICES RENDERED DURING THE TERM. NEITHER PARTY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT.

**HEADINGS**

The paragraph headings in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement.

**ASSIGNMENT**

Each provision of this Agreement and all Work Orders shall inure to, and shall be legally binding on, the successors and assigns of the parties to this Agreement.

**COMPLIANCE WITH LAW**

The Advisor will comply with all statutes, ordinances, and regulations of all federal, state, county and municipal or local governments, and of any and all the departments and bureaus thereof, applicable to the carrying on of its business and performance of the Services and its obligations under this Agreement.

**SEVERABILITY**

If any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall be in any way affected.

**MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION**

The Advisor is registered with the U.S. Securities and Exchange Commission ("SEC") as a Municipal Advisor. As a registered Municipal Advisor, the Advisor is subject to the rules of the Municipal Securities Rulemaking Board ("MSRB"). The MSRB provides certain protections for municipal entities and obligated persons that are clients of a municipal advisor. For complete regulatory and educational information, visit the MSRB's website at [www.msrb.org](http://www.msrb.org). A municipal advisory client brochure is available on the MSRB website's (currently available at <https://www.msrb.org/sites/default/files/2022-09/MSRB-MA-Clients-Brochure.pdf>). The client brochure

describes client protections that may be provided under MSRB rules, including how to file a complaint with an appropriate regulatory authority.

**MUNICIPAL ADVISOR REGULATORY DUTIES**

MSRB Rule G-42 requires that municipal advisors provide disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Advisor's Municipal Advisor's Disclosure Statement, which the Advisor has to this Agreement as Exhibit B.


**IN WITNESS WHEREOF**, the Client and the Advisor have duly executed this Agreement, and the Client has acknowledged and accepted the terms of this Agreement, as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**BROAD RIVER WATER AUTHORITY, NORTH CAROLINA**

By: \_\_\_\_\_  
Name:  
Title:

**FIRST TRYON ADVISORS, LLC**

By:   
Name: Andy Smith  
Title: Managing Director

By:   
Name: J. Walter Goldsmith  
Title: CEO

**EXHIBIT A**  
**WORK ORDER**

**WORK ORDER** to the Agreement dated \_\_\_\_\_, by and between \_\_\_\_\_ (the “**Client**”) and First Tryon Advisors, LLC (the “**Advisor**”).

**SERVICES**

Pursuant to this Work Order, the Advisor’s Services will include the following:

- [To be determined]

**TERM**

The term with respect to the Services to be performed under this Work Order shall end 30 days after the completion of the Services, unless terminated earlier in accordance with the Agreement.

**COMPENSATION**

In establishing fees, the Advisor considers multiple factors, including the efficiency with which the work was done, the result achieved, the complexity of the matter and any special experience or expertise applied to it, any extraordinary scheduling or preemptive attention devoted to the project, and the degree of professional responsibility or liability undertaken by the firm.

For services to be performed in connection with this Work Order, the Advisor shall be compensated as follows:

- [To be determined]

Such fees may vary if (1) the contemplated assignment changes materially during the course of the Term or (2) unusual or unforeseen circumstances arise which require a significant increase in the type or scope of the Advisor’s responsibilities. The Advisor will consult with the Client if at any time the Advisor believes that circumstances require an adjustment to its fee.

In addition to the compensation outlined above, the Client will reimburse the Advisor for out-of-pocket expenses incurred in connection with the Services. Customary out-of-pocket expenses include, without limitation, costs of travel, meals, lodging, printing/copying, etc. The Advisor will bill the Client for such expenses at cost, with no mark-up. The Advisor will not bill the Client for indirect costs such as phone and video conference services; instead, the Client will pay the Advisor an administrative expense fee equal to 4% of any invoiced fee for Services as reimbursement for costs not reasonably allocable on a client-by-client basis.

**The Advisor is firmly committed to demonstrating value to the Client throughout the financing process. If at any time the Client believes that the Services provided are not consistent with the fees charged by the Advisor, the Client may adjust the fee for such Services to any amount the Client deems appropriate.**

AGREED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2025:

**BROAD RIVER WATER AUTHORITY, NORTH CAROLINA**

By: \_\_\_\_\_  
Name:  
Title:

**FIRST TRYON ADVISORS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: J. Walter Goldsmith  
Title: CEO

**EXHIBIT B**  
**MUNICIPAL ADVISOR DISCLOSURE STATEMENT**

Developing best practices for regulatory compliance and following the spirit, not just the letter, of any applicable regulation are central tenets of First Tryon Advisors, LLC (“First Tryon”). To that end, we are providing you with this Disclosure Statement of Municipal Advisor (this “Disclosure Statement”) to explain our fiduciary duties and commitment to you (the “Client”), as well as to provide you with certain disclosures that are required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 (“Rule G-42”), which became effective on June 23, 2016.

**FIDUCIARY DUTY:** In the conduct of all municipal advisory activities for the Client, First Tryon is subject to a fiduciary duty that includes a Duty of Loyalty and a Duty of Care.

First Tryon’s Duty of Care includes, but is not limited to, the following:

- First Tryon must possess the degree of knowledge and expertise needed to provide the Client with informed advice.
- First Tryon must make a reasonable inquiry as to the facts that are relevant to the Client’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client.
- First Tryon must undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Among other matters, First Tryon must have a reasonable basis for:
  - any advice provided to or on behalf of the Client;
  - any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client’s securities or securities secured by payments from the Client; and
  - any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement for any applicable issue of municipal securities.

First Tryon’s Duty of Loyalty includes, but is not limited to, the following:

- First Tryon must deal honestly and with the utmost good faith with the Client and act in the Client’s best interests without regard to First Tryon’s financial or other interests.
- First Tryon may not engage in municipal advisory activities for the Client if First Tryon cannot manage or mitigate its conflicts of interest in a manner that will permit it to act in the Client’s best interests.

**FIRST TRYON’S RECOMMENDATIONS TO CLIENTS:** Rule G-42 requires that our advisors have a reasonable basis to believe that any recommendation First Tryon makes to the Client is suitable for the Client, based on the information obtained through our reasonable diligence. If the Client requests a review of another party’s recommendation, our advisors must determine, based on the information obtained through our reasonable diligence, whether the recommendation is suitable for the Client.

In addition, First Tryon must inform the Client of:

- our evaluation of the material risks, potential benefits, structure, and other characteristics of the recommended municipal securities transaction or municipal financial product; and
- the basis upon which First Tryon reasonably believes that the recommendation (or reviewed recommendation) is or is not suitable for the Client; and - whether our advisors have investigated or considered other reasonably feasible alternatives to the recommendation that might also serve the Client’s objectives.

**PROHIBITED ACTIVITIES:** Rule G-42 prohibits First Tryon, and any other municipal advisor, from engaging in the following activities:

- receiving compensation that is excessive in relation to the municipal advisory activities actually performed;
- delivering an invoice for fees or expenses for municipal advisory activities that is materially inaccurate in its reflection of the activities actually performed or the personnel that actually performed those activities;
- making any representation or the submission of any information that First Tryon knows or should know is either materially false or materially misleading due to the omission of a material fact about the capacity, resources or knowledge of First Tryon, in response to requests for proposals or qualifications or in oral presentations to the Client or another prospective client, for the purpose of obtaining or retaining an engagement to perform municipal advisory activities;
- making, or participating in, any fee-splitting arrangement with underwriters on any municipal securities transaction as to which it has provided or is providing advice, and any undisclosed fee splitting arrangements with providers of investments or services to the Client; and
- making payments for the purpose of obtaining or retaining an engagement to perform municipal advisory activities.

**MANDATORY DISCLOSURES REGARDING CONFLICTS:** Under Rule G-42, First Tryon must disclose to you in writing any actual or potential material conflicts of interest, including:

- any First Tryon affiliate that provides any advice, service or product to or on behalf of the Client that is directly related to the municipal advisory activities to be performed by First Tryon;
- any payments made by First Tryon, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the Client;
- any payments received by First Tryon from a third party to enlist First Tryon's recommendation to the Client of its services, any municipal securities transaction or any municipal financial product;
- any fee-splitting arrangements involving First Tryon and any provider of investments or services to the Client; and
- any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which First Tryon is providing advice; and - any other actual or potential conflicts of interest, of which First Tryon is aware after reasonable inquiry, that could reasonably be anticipated to impair First Tryon's ability to provide advice to or on behalf of the Client in accordance with the fiduciary duty it owes to the Client.

Please be aware of the following actual or potential material conflicts of interest related to our role as your advisor:

- *Contingent Fees Based on closing & size of transaction:* First Tryon represents that in connection with the issuance of municipal securities, First Tryon may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, First Tryon hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding First Tryon's ability to provide unbiased advice to enter into such transaction. While this form of compensation is common in the municipal advisor sector, the contingent fee arrangement could create an incentive for the municipal advisor to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This potential conflict of interest will not impair First Tryon's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- *Hourly Fees:* First Tryon may be compensated using an hourly fee structure with First Tryon's aggregate fee

amount equaling the number of hours worked by its personnel multiplied by an agreed-upon hourly billing rate. While this form of compensation is common in the municipal advisor sector, it presents a potential conflict of interest because it could create an incentive for the municipal advisor to recommend alternatives that would result in more hours worked. This conflict of interest will not impair First Tryon’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

- *Fixed Fees:* First Tryon may be compensated based on a fixed amount established at the outset of the assignment. The fixed fee amount is usually based upon an analysis by the Client and First Tryon’s of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by First Tryon. While this form of compensation is also common in the municipal advisor sector, it presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the municipal advisor may suffer a loss. Thus, the municipal advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair First Tryon’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- *Increased Cost:* We wish to also make you aware that the fee paid to First Tryon increases the cost of transactions completed by the Client. The increased cost occurs from compensating First Tryon for municipal advisory services provided.
- *Other Advisory Clients:* First Tryon serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of another First Tryon client. For example, First Tryon serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, First Tryon could potentially face a conflict of interest arising from these competing client interests. First Tryon fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the Client.

We believe the following factors enable First Tryon to manage and mitigate the conflicts described above:

- *Fiduciary Duty:* First Tryon’s commitment to the fiduciary duty it owes the Client serves as a general mitigating factor for any conflict of interest. Taken together, the Duty of Care and the Duty of Loyalty require First Tryon to deal honestly and in good faith with the Client and to act in the Client’s best interests, without regard to First Tryon’s financial or other interests.
- *Business Model and Capitalization:* First Tryon is well-capitalized, and its business model is not dependent on maximizing short-term revenues from any single advisory client or recommendation. Instead, First Tryon’s business model and profitability are dependent on cultivating long-term client relationships based on a demonstrated track record of putting our clients’ interests first.
- *Supervisory Structure:* First Tryon has the experience, expertise and infrastructure reasonably designed to achieve compliance with its regulatory obligations. The firm’s supervisory structure, which includes a Chief Compliance Officer, and other safeguards ensure that our advisors understand, and act in accordance with, the fiduciary duty First Tryon owes to each of its clients.

**MANDATORY DISCLOSURES REGARDING DISCIPLINARY EVENTS:** Under Rule G-42, First Tryon must disclose to you in writing (1) any legal or disciplinary event that is material to the Client’s evaluation of First Tryon or the integrity of its management or advisory personnel and (2) the date of the last material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC by First Tryon, along with a brief explanation of the basis for the materiality of the change or addition.

- *Material Legal or Disciplinary Events:* First Tryon does not have any legal events or disciplinary history on

First Tryon's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation.

- *How to access Form MA and Form MA-I:* First Tryon's most recent Form MA and each most recent Form MA-I filed with the SEC may be accessed electronically at the following website: [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).
- *Most Recent Change in Legal or Disciplinary Event Disclosure:* There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against First Tryon, we will provide complete disclosure to the Client in detail.

**FUTURE DISCLOSURES:** As required by Rule G-42, First Tryon will, throughout the course of its engagement with the Client, promptly notify the Client in writing to supplement or amend this Disclosure Statement as may be necessary in connection with (1) any changed circumstance that results in new, material conflicts of interest or material changes to the conflicts of interest described above or (2) any required update to First Tryon's disciplinary event information.

If you have any questions or concerns about this Disclosure Statement or the information above, please make those questions or concerns known immediately. In addition, the Client should consult with its own legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

FINANCING SCHEDULE

May-26							Jun-26							Jul-26							Aug-26							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2			1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
24/31	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23/30	24/31	25	26	27	28	29						

DATE	TASK	RESPONSIBILITY
Early May	LGC Pre-Application Call	LGC / Authority / FA
Week of May 18	Distribute Draft of Preliminary Resolution, General Trust Indenture, Series Indenture, and Bond Order (“Bond Documents”)	BC
Week of May 25	Distribute Draft of AUP Letter / Financial Projections	Authority / FC
June 4	Distribute Draft of Bank RFP	FA
Week of June 8	Working Group Call to Review Documents	Working Group
June 10	Send Bank RFP to Bidders	FA
Mid June	Receive Construction Bids	Authority
Week of June 15	Distribute Revised Draft of Bond Documents Distribute Revised Draft of AUP Letter / Financial Projections	BC Authority / UC
By June 16	Finalize Preliminary Resolution	BC
By June 19	Send Notice to Joint Legislative Committee	Authority
June 23	Authority Board Meeting – Adopt Preliminary Resolution	Authority
July 1	Bank Bids Due Call to Review Bank Bids / Select Winning Bank	Authority / FA Authority / FA
Early July	Finalize AUP Letter / Financial Projections	Authority / FC
July 7	Submit LGC Application	Authority / FA
July 21	Finalize Bond Order	BC
July 28	Authority Board Meeting – Adopt Bond Order	Authority / BC
Week of August 3	Distribute Draft of Closing Documents	BC
August 4	LGC Approval	LGC
August 11	Closing	Working Group

The Authority Board meets the fourth Tuesday of each month

RESPONSIBILITY LEGEND:

Role	Entity	Defined
Issuer	Broad River Water Authority, NC	“Authority”
Regulatory Agency	Local Government Commission	“LGC”
Financial Advisor	First Tryon Advisors	“FA”
Bond Counsel	TBD	“BC”
Feasibility Consultant	Raftelis	“FC”
Lender	TBD	“L”
Lender’s Counsel	TBD	“LC”

**BROAD RIVER WATER AUTHORITY, NORTH CAROLINA**  
Water System Revenue Bonds, Series 2026

Section H, Item 2.

**FINANCING SCHEDULE**

May-26							Jun-26							Jul-26							Aug-26							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2			1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
24/31	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23/30	24/31	25	26	27	28	29						

DATE	TASK	RESPONSIBILITY
Early May	LGC Pre-Application Call	LGC / Authority / FA
By May 15	Finalize Working Group (Underwriter / Underwriter’s Counsel)	Authority / FA
Week of May 18	Distribute Draft of Preliminary Resolution, General Trust Indenture, Series Indenture, and Bond Order (“Bond Documents”)	BC
Week of May 25	Distribute Draft of AUP Letter / Financial Projections	Authority / FC
Week of June 1	Distribute Draft of Preliminary Official Statement (“POS”) / Bond Purchase Agreement (“BPA”)	UC
Week of June 8	Working Group Call to Review Documents	Working Group
Mid June	Receive Construction Bids	Authority
By June 16	Finalize Preliminary Resolution	BC
By June 18	Distribute Revised Draft of Bond Documents / AUP Letter / POS	BC / FC / UC
By June 19	Send Notice to Joint Legislative Committee	Authority
Week of June 22	Working Group Call to Review Documents	Working Group
June 23	Authority Board Meeting – Adopt Preliminary Resolution	Authority
Late June	Finalize AUP Letter / Financial Projections	Authority / FC
Week of June 29	Distribute Draft of Rating Presentation	FA
July 1	Distribute Revised Draft of POS	UC
July 2	Send Documents to Rating Agencies	FA
July 7	Submit LGC Application	Authority / FA
Week of July 13	Rating Call	Authority / FA / U
July 21	Finalize Bond Order	BC
Week of July 27	Underwriter Due Diligence Call	Working Group
July 28	Authority Board Meeting – Adopt Bond Order	Authority / BC
By July 30	Receive Rating	Working Group
August 3	Finalize POS	UC
August 4	LGC Approval	LGC
August 5	Post POS	UC
August 12	Pricing (Subject to confirmation with LGC) Execute BPA	Working Group Authority / U
Week of August 17	Distribute Draft of Closing Documents	BC
August 27	Closing	Working Group

The Authority Board meets the fourth Tuesday of each month

FINANCING SCHEDULE

May-26							Jun-26							Jul-26							Aug-26						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24/31	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23/30	24/31	25	26	27	28	29					

RESPONSIBILITY LEGEND:

Role	Entity	Defined
Issuer	Broad River Water Authority, NC	“Authority”
Regulatory Agency	Local Government Commission	“LGC”
Financial Advisor	First Tryon Advisors	“FA”
Bond Counsel	TBD	“BC”
Feasibility Consultant	Raftelis	“FC”
Underwriter	TBD	“U”
Underwriter’s Counsel	TBD	“UC”

**Item G-3: Delegates for NCRWA Annual Meeting**

As a Board Member of North Carolina Rural Water Association (NCRWA), Maria Hunnicutt has asked to be named as a delegate to represent BRWA at the annual meeting of the association in Winston-Salem. The Annual meeting will be held Wednesday, May 13<sup>th</sup>, 2026. Brad Joyner should be named as Alternate Delegate.

The Delegate Form has been included and requires the signature of the Chair and Secretary.

Note: Maria's current term on the NC Rural Water Association Board is 2025-2028.

Maria's current term as President of the NC Rural Water Association Board ends May 2027.

## DELEGATE FORM FOR NCRWA MEMBERSHIP MEETINGS

According to the Bylaws of the North Carolina Rural Water Association, Inc. (NCRWA), each System Member shall select a delegate, and may select an alternate delegate, to represent the member at meetings of the association. Please complete the form below and return it to the NCRWA office by May 5, 2026 or bring the form to the registration desk at the NCRWA Conference by 11:00 AM on May 13, 2026. If the delegate certification is not completed including the attachment of the System Member’s corporate seal, your representative cannot make motions nor vote at the annual meeting. If you have any questions, please call the NCRWA office at (336) 731-6963. Thank you for your cooperation.

### CERTIFICATION OF DELEGATES

As duly elected or appointed Chair of Broad River Water Authority,

I hereby certify the individuals listed below as designated official voting delegate and alternate delegate to the North Carolina Rural Water Association membership meetings for one year beginning at the date of authorization.

Delegate \_\_Maria Hunnicutt

Alternate  
Delegate \_\_Brad Joyner

\_\_\_\_\_  
Chair, Danny Searcy

And

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Secretary, Maria S. Hunnicutt

Affix Seal (required)

**Item G-4: Resolution 05-26: Engineering Services Agreement with Bolton & Menk for Raw Water Canal Project**

The Authority was awarded \$3,236,900 of Drinking Water SRF Helene funds (principal forgiveness) for the project identified as Raw Water Canal Improvements. These upgrades will protect the canal from future flood events, preserve its sediment management function, and ensure the continued reliability of the water treatment process. Staff distributed a Request for Qualifications (RFQ) to multiple engineering firms in order to select the most qualified firm for this project. Included are the matrix that staff developed for comparing the Qualifications received from all firms, and the Qualifications from Bolton & Menk. Bolton & Menk is preparing a scope of work and contract for services. The deadline for an Engineering report is mid-July. Resolution 05-26 authorizes staff to execute to a contract with Bolton & Menk upon review by our attorney. The amounts in the funding application total \$396,000: \$321,000 for engineering, \$45,000 for permitting, and \$30,000 for funding administration. The contract should not exceed these amounts.

**RESOLUTION NO. 05-26**

Meeting of April 28, 2026

**APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES  
FOR RAW WATER CANAL IMPROVEMENTS**

**WHEREAS**, the Division of Water Infrastructure (DWI) issued a Letter of Intent to Fund the Raw Water Canal Improvement Project at a total of \$3,236,900; and

**WHEREAS**, a Request for Qualifications for engineering services was issued and the Authority received three responses on April 10, 2026; and

**WHEREAS**, Bolton & Menk has been selected based on qualifications and is preparing a proposal to detail the scope and fee for the project not to exceed the budgeted amounts in the funding application totaling \$396,000: \$321,000 for engineering, \$45,000 for permitting, and \$30,000 for funding administration; and

**WHEREAS**, these professional fees will be reimbursed to the Authority by the DWI funds.

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

1. The agreement for professional services from Bolton & Menk will be reviewed by the Authority’s staff and Attorney, terms and conditions may be further negotiated by Broad River Water Authority staff and Attorney, and authorization is given to the Executive Director for execution.
2. This resolution shall become effective upon its adoption and approval.

Adopted and approved by vote of (for\_\_\_\_)(against\_\_\_\_) this the 28<sup>th</sup> day of April, 2026.

Broad River Water Authority

Attest: \_\_\_\_\_

Maria S Hunnicutt, Secretary

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

Danny Searcy, Chairman

(Corporate Seal)

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES NC**

**BROAD RIVER WATER AUTHORITY, NC and BOLTON & MENK, INC.**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between BROAD RIVER WATER AUTHORITY, 112 N MAIN STREET, RUTHERFORDTON, NC 28139, (“CLIENT”), and BOLTON & MENK, INC., 1801 NORTH GRAHAM STREET SUITE 320, CHARLOTTE, NORTH CAROLINA, 28206, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with various assignments or tasks and whereas the CONSULTANT agrees to furnish the various professional services required and assigned as needed by the CLIENT using Task Orders or Addenda to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services as assigned by the CLIENT and specifically described in the Task Order or Addendum for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum.
- B. Upon mutual agreement of the parties hereto, professional services in addition to the Projects (“Additional Services”) may be authorized as described in Paragraph IV.B.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT’S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or “municipal advisor” (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.

- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

**SECTION III - COMPENSATION FOR SERVICES**

**A. FEES.**

- 1. The CLIENT will compensate the CONSULTANT as described in each Task Order.
- 2. The preceding Schedule of Fees shall apply for services provided through December 31, 2026. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
- 3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
- 4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- 5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- 6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

**B. PAYMENTS AND RECORDS.**

- 1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
- 2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

#### SECTION IV - GENERAL

- A. **STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.
- C. **LIMITATION OF LIABILITY.**
  1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
  2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
  3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any

way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

**D. INSURANCE.**

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies, to the extent permitted by CONSULTANT's insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

- E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST.** Where provided by the CONSULTANT as part of any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public

construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

**F. CONSTRUCTION SERVICES.** It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

**G. USE OF ELECTRONIC/DIGITAL DATA.**

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

**H. REUSE OF DOCUMENTS.**

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

- I. **CONFIDENTIALITY.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.
- J. **PERIOD OF AGREEMENT.** This Agreement will remain in effect for the longer of a period of three (3) years after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **TERMINATION.** This Agreement, or any individual Task Order, may be terminated:
1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
  2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
  3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
  4. Notwithstanding, the foregoing, this Agreement or the individual Task Order identified in the required notice will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
  5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
  6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.
- L. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

- M. CONTINGENT FEE.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.
- N. NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
- O. ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- Q. SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- R. CONTROLLING LAW.** This Agreement is to be governed by the law of the State of North Carolina and venued in courts of North Carolina; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.
- S. DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to a mutually agreed upon neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Broad River Water Authority, NC

CONSULTANT: Bolton & Menk, Inc.

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

By: Wesley W. Brown

Printed Name: \_\_\_\_\_

Printed Name: Wesley W. Brown, PE

Title: \_\_\_\_\_

Title: Senior Principal

**ATTACHMENTS:**

- Task Order No. 001
- Schedule of Fees

**BROAD RIVER WATER AUTHORITY, NC AND BOLTON & MENK, INC.  
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO: 001**

**CLIENT: Broad River Water Authority**

**CONSULTANT: Bolton & Menk, Inc.**

**DATE OF THIS TASK ORDER:** \_\_\_\_\_

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES:** \_\_\_\_\_

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed below. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

Assumptions:

- Opinions of probable construction cost will be prepared using available information, professional judgment, and current market data at the time of preparation; actual bids and construction costs may vary.
- CLIENT will be responsible for legal, financial, real estate, land rights, and property acquisition actions, if needed for project implementation.

**I.A BASIC SERVICES**

For the purposes of this project, Basic Services to be provided by the CONSULTANT are as follows:

**Task 1 – Project Management & Funding Administration**

CONSULTANT will provide services for the overall management and administration of the project, including internal and external coordination, general administrative duties, keeping Broad River informed of progress, overseeing production tasks, and managing the monthly billing and invoicing for the project.

An in-person kick-off meeting will be held with key members of our project team and Broad River staff. This meeting provides an opportunity for the project team to exchange information and review scope of work items, project timelines, and overall objectives with the staff. Monthly virtual check-in meetings will be held with the utility staff to share progress and gather feedback.

Additionally, CONSULTANT’s funding staff will act as a liaison between Broad River and NCDEQ as necessary. We will assist with the preparation of reimbursement requests and any documentation required by NCDEQ related to the awarded funding. CONSULTANT will assist in close-out procedures and paperwork to ensure compliance with NCDEQ.

***Deliverables***

- Kick-off meeting
- Monthly virtual check-in meetings
- Preparation and submission of monthly reimbursement requests

### **Task 2 – Preliminary Evaluation and Engineering Assessment**

CONSULTANT will review available background information, conduct site visits, and evaluate existing conditions at the canal, intake approach, and adjacent Broad River bank areas to confirm project needs, constraints, risks, and priorities and to identify feasible improvement strategies. This task will provide the technical basis for development and selection of feasible stabilization and resiliency improvements.

CONSULTANT will evaluate alternatives for stabilization and protection of vulnerable areas, which may include sheet piling, slope flattening and grading, soil stabilization methods, vegetative stabilization, and other structural or non-structural measures appropriate for the site conditions. Areas of concern currently include the mouth of the canal at the Broad River, the canal itself, and the intake approach area. CONSULTANT will prepare a technical report documenting conceptual evaluations and recommendations to support selection of a preferred approach and to satisfy applicable funding requirements.

#### **Deliverables**

- Engineering Assessment Report for submittal to NCDEQ by 7/15/2026

### **Task 3 – Field Investigation and Preliminary Design**

CONSULTANT will perform and coordinate the field investigations and technical evaluations necessary to support planning, design, permitting, and construction of the recommended improvements. Services may include surveying, geotechnical investigation, hydraulic analysis, hydrologic evaluation, and other site-specific data collection or technical assessments as needed. The extent of these services will be refined based on project conditions, available information, and findings from the preliminary evaluation.

Using the information developed through Task 2 and field investigations, CONSULTANT will advance the project into preliminary design. This task may include development of preliminary layouts or concept plans, refinement of the proposed project scope, evaluation of constructability and operational impacts, identification of permitting considerations, preparation of preliminary design criteria, and development of planning-level opinions of probable construction cost. CONSULTANT will also assist CLIENT with prioritization of recommended improvements, as needed.

#### **Deliverables**

- Preliminary design criteria
- Preliminary layouts or concept plans
- Planning-level opinion of probable construction cost

### **Task 4 – Permitting and Regulatory Coordination**

CONSULTANT will identify applicable permits, approvals, and regulatory requirements associated with the proposed improvements and will coordinate with the appropriate agencies to support project advancement. This task will include evaluation of local, state, and federal permitting needs related to in-stream work, near-stream construction, erosion and sediment control, environmental compliance, and other project-specific regulatory obligations. Currently permitting is thought to be limited to the following permits and shall be the basis of this proposal: US Army Corps of Engineers Nationwide permit (NWP) 13 – Bank Stabilization, NC General Water Quality 8568, NC DMLR Erosion and Sediment Control, and No Rise Certification; additional permitting requirements may need a scope/fee adjustment.

CONSULTANT will prepare permit applications and supporting technical documentation required for agency review. Services may also include preparation of environmental review materials, coordination with reviewing agencies, responses to agency comments, and support to CLIENT during the permitting process. The intent of this task is to position the project for timely regulatory approval and implementation.

**Deliverables**

- Permit applications and supporting technical documentation
- Agency coordination documentation

**Task 5 – Final Design and Construction Documents**

CONSULTANT will prepare final design and construction documents for the selected improvements. Services will include development of engineering drawings, technical specifications, front-end bidding and contract documents, and a final engineer’s opinion of probable construction cost. The design will be developed to a level sufficient to support bidding, procurement, and construction of the project.

The design will address project-specific construction considerations as applicable, including temporary erosion and sediment control, construction phasing and sequencing, contractor access, dewatering, protection of existing facilities, maintenance of plant and intake operations, and site restoration. CONSULTANT will incorporate comments from CLIENT and applicable agencies into the final construction package, as appropriate.

**Deliverables**

- Final design drawings
- Technical specifications
- Bid and contract documents

**Task 6 – Bidding and Award Assistance**

CONSULTANT will assist CLIENT during the bidding and award phase of the project. Services will include support for bidder questions, preparation of formal responses, issuance of addenda as needed, attendance at a pre-bid meeting or site visit if requested, review of bids for responsiveness, and assistance with preparation of a recommendation of award.

CONSULTANT will also maintain bid-phase documentation in a manner that supports project funding compliance, disbursement support, and audit readiness in accordance with applicable NCDEQ and funding program requirements.

**Deliverables**

- Pre-bid meeting/site visit agenda (if held)
- Bidder Q&A log and formal responses
- Addenda (as needed)
- Bid tabulation and bid review assistance
- Recommendation of award memorandum

**Task 7 – Construction Administration and Project Closeout**

Due to the nature of construction and the possibility of unforeseen conditions and schedules, CONSULTANT proposes an estimated hourly fee for construction-related services. CONSULTANT will provide a proposal with construction fee and summary of these services after bids are received in order to provide a well-defined scope and schedule. Construction services are not included within this agreement.

**I.B. ADDITIONAL SERVICES:**

Consulting services performed other than those authorized under Section I.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

- Survey services beyond that described in the above scope (SUE, preparation of plats, as-builts, etc.)
- All legal proceedings, including but not limited to legal discussions, expert witness, and/or testimony;
- Offsite analysis;
- Construction administration lasting longer than 6-months;
- National Flood Insurance Program (NFIP) Permitting (CLOMR or LOMR);
- Environmental permitting or identification, including but not limited to threatened & endangered species, NEPA, SEPA, etc.;
- Additional meetings/presentations beyond those detailed above;
- Additional inspection due to contractor delays;
- Significant changes to designs from regulatory agencies, stakeholders, property owners, or others;
- Clearing of trees or vegetation for access to boring locations;
- Private underground utility clearance;
- Ground Penetrating Radar (GPR) inspection/survey;
- Site-specific seismic/earthquake analyses;
- Liquefaction analyses;
- Slope stability analyses;
- Infiltration testing;
- Geotechnical and materials observation and testing during construction; and
- All other services not included within Section I.A.

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement CONSULTANT’s proposed fees for the described scope of work will be billed in accordance with the following fee structure. The total lump sum fee for Tasks 1 through 6 is **\$396,000**.

Tasks	Fee Type	Fees
Task 1 – Project Management & Funding Administration	Lump Sum	\$ 60,000
Task 2 – Preliminary Evaluation and Engineering Assessment	Lump Sum	\$ 35,000
Task 3 – Field Investigation and Preliminary Design	Lump Sum	\$ 60,000
Task 4 – Permitting and Regulatory Coordination	Lump Sum	\$ 45,000
Task 5 – Final Design and Construction Documents	Lump Sum	\$ 184,000
Task 6 – Bidding and Award Assistance	Lump Sum	\$ 12,000
<b>TOTAL ESTIMATE</b>		<b>\$ 396,000</b>

**3.0 Schedule:**

The anticipated schedule for performance of the Services is outlined below. This schedule is based on the funding milestones established in the Letter of Intent to Fund (LOIF). Because agency review and permitting timelines are outside of CONSULTANT’s control, the dates presented below are subject to adjustment based on actual agency response times, client review durations, and other factors beyond CONSULTANT’s reasonable control. For planning purposes, the schedule also assumes 18 months for construction completion (six months of active construction) and project closeout following contract execution.

Tasks	Start	End	Duration Months
Task 1 – Project Management & Funding Administration	June 1, 2026	November 2, 2029	41 months
Task 2 – Preliminary Evaluation and Engineering Assessment	June 1, 2026	July 15, 2026	1.5 months
Task 3 – Field Investigation and Preliminary Desing	December 1, 2026	April 1, 2027	5 months
Task 4 – Permitting and Regulatory Coordination	December 1, 2026	November 2, 2029	35 months
Task 5 – Final Design and Construction Documents	April 1, 2027	June 1, 2027	3 months
Task 6 – Bidding and Award Assistance	October 1, 2027	February 2, 2028	5 months
Task 7 – Construction Administration and Project Closeout	May 2, 2028	November 2, 2029	18 months

**4.0 Deliverables**

Deliverables will be as set forth in the Scope of Services.

**5.0 Term**

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**6.0 Project Managers**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT: Broad River Water Authority  
 Name: Maria S. Hunnicutt  
 Address: 112 N Main Street  
 City, State, Zip: Rutherfordton, NC 28139  
 Office Phone: 828-286-0640  
 Email: mhunnicut@ncbrwa.com

BOLTON & MENK, INC.  
 Name: Wesley Brown, P.E.  
 Office Address: 1801 North Graham Street Suite 320  
 City, State, Zip: Charlotte, North Carolina, 28206  
 Office Phone: 980-850-9518  
 Email: [wesbr@bolton-menk.com](mailto:wesbr@bolton-menk.com)

CLIENT: Broad River Water Authority, NC

CONSULTANT: Bolton & Menk, Inc.

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

By: Wesley W. Brown

Printed Name: \_\_\_\_\_

Printed Name: Wesley W. Brown, PE

Title: \_\_\_\_\_

Title: Senior Principal

ATTACHMENTS TO THIS TASK ORDER: NONE


**Engineering Qualifications Selection Matrix**

Scoring Category	Weight	Bolton & Menk	Kimley-Horn	McGill Associates
<b>Intake &amp; Canal Specialization</b>	25%	<b>98</b> (Dedicated Water Resources group; 500k+ LF experience)	<b>92</b> (Strong intake repair portfolio; broad civil focus)	<b>90</b> (High general expertise; less focus on H&H modeling)
<b>Operations Continuity</b>	20%	<b>100</b> (Unique "Operations First" methodology for zero-downtime)	<b>90</b> (Standard constructability review; "working in wet")	<b>92</b> (High familiarity with plant layout and staff)
<b>Storm Resiliency Strategy</b>	15%	<b>96</b> (Focus on nature-based "Geolift" for long-term bank strength)	<b>94</b> (Recent Helene-specific experience in Marion, NC)	<b>92</b> (Traditional hard-armoring expertise)
<b>Schedule &amp; Mobilization</b>	15%	<b>98</b> (March 5 site visit already completed; proactive start)	<b>90</b> (Staff workload tracking; standard startup)	<b>95</b> (No startup lag; currently engaged in funding phase)
<b>Funding &amp; Compliance</b>	15%	<b>92</b> (Strong StRAP/SRF portfolio; dedicated compliance lead)	<b>94</b> (High level of federal/FEMA grant experience)	<b>98</b> (Highest score; wrote the actual application for this grant)
<b>Technical Team Lead</b>	10%	<b>95</b> (Jonathan Hinkle is a nationally recognized stream expert)	<b>93</b> (Very senior PM with prior BRWA knowledge)	<b>94</b> (VP-level oversight with 45 years experience)
<b>TOTAL SCORE</b>	<b>100%</b>	<b>96.9</b> 🏆	<b>92.2</b>	<b>92.7</b>

### **Why Bolton & Menk Ranks Highest**

#### **Specialization over Generalization**

While the other firms are excellent "Full Service" partners, Bolton & Menk presented as a "Specialist" firm. Their proposal focused heavily on the physics of the canal (sediment transport and hydraulics) rather than general site civil work.

#### **Risk Mitigation (The "Operations First" Factor)**

The highest priority for WTP staff is keeping the plant online. Bolton & Menk was the only firm to lead their project approach with a formal "Operations First" mindset, explicitly promising that design decisions would be driven by the need for continuous raw water delivery.

#### **Speed to Delivery**

By completing a site visit on March 5, 2026 (weeks before the proposal was due), they demonstrated a "hit the ground running" capability that outpaced the standard transition period, making their commitment to the July 15 Engineering Report highly credible.

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## Executive Summary

Following a comprehensive review of the Statements of Qualifications (SOQ) submitted by **Bolton & Menk, Kimley-Horn, and McGill Associates**, staff recommends **Bolton & Menk** as the top-ranked firm for the Raw Water Canal Improvements project. While all three firms are highly qualified, Bolton & Menk provides a superior technical approach specifically tailored to the unique operational risks of the Broad River Water Authority (BRWA) intake system.

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## Key Evaluation Factors

### 1. "Operations First" Methodology

The primary differentiator for Bolton & Menk is their formal commitment to an **Operations First** design.

- **Zero-Downtime Focus:** They lead with a strategy to ensure the Water Treatment Plant remains 100% operational during construction.
- **Sequencing Expertise:** Their proposal includes specific phasing and access planning to prevent sediment plumes or service interruptions while working in the canal.

### 2. Specialized Water Resources Expertise

Bolton & Menk's technical team, led by Jonathan Hinkle, specializes in the **physics of moving water**.

- **Canal Functionality:** Their approach focuses on restoring the canal's ability to settle sediment before it reaches the pumps, rather than just "hard-armoring" the banks.
- **Nature-Based Resiliency:** They proposed innovative "Geolift" and bioengineering solutions that provide long-term structural stability while remaining easier to maintain than traditional concrete structures.

### 3. Proactive Mobilization & Schedule

Bolton & Menk demonstrated the highest level of initiative during the pre-selection phase.

- **Site Readiness:** The team conducted a proactive site visit on **March 5, 2026**, to identify failure mechanisms before submitting their proposal.
  - **Deadline Certainty:** This early start allows them to confidently meet the **July 15, 2026**, Engineering Report milestone required by the SRF Helene funding program.
- 

## Firm Comparison Summary

- **Bolton & Menk (96.9):** Offers the most specialized technical team and a risk-mitigation strategy centered on WTP operations. They are the "Specialist" choice for complex hydraulic challenges.
- **McGill Associates (92.7):** Provided excellent institutional knowledge and funding expertise. However, their approach relied more on traditional repair methods rather than advanced hydraulic modeling.
- **Kimley-Horn (92.2):** Demonstrated strong regional resources and deep experience with FEMA, but lacked the specific focus on "Operations First" sequencing found in the Bolton & Menk proposal.

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## Conclusion

Bolton & Menk offers the best balance of **technical innovation, storm-recovery experience, and operational security**. Their selection ensures that the Raw Water Canal will not only be repaired but improved to withstand future extreme weather events without compromising the Authority's ability to serve its customers.



# PROFESSIONAL ENGINEERING SERVICES: RAW WATER CANAL IMPROVEMENTS

APRIL 10, 2026



**BOLTON  
& MENK**

Real People. Real Solutions.

**Contact:**

Leticia Rieger, PE

984-254-0233

Leticia.Rieger@bolton-menk.com

.....  
1801 North Graham Street

Suite 320, Charlotte, NC 28206

704-376-1555 | Bolton-Menk.com



Real People. Real Solutions.

1801 North Graham Street  
Suite 320, Charlotte, NC 28206  
704-376-1555 | Bolton-Menk.com



Maria Hunnicutt, Executive Director  
Broad River Water Authority  
112 N Main Street/PO Box 1269  
Rutherfordton, NC 28139

April 10, 2026 Section H, Item 4.

**RE: Professional Engineering Services for Broad River Water Authority (BRWA) – Raw Water Canal Improvements**

Dear Maria and Selection Committee:

Bolton & Menk, Inc. is pleased to submit our Statement of Qualifications for the BRWA’s Raw Water Canal Improvements project. We understand the urgency and complexity of protecting BRWA’s sole source of raw water following Hurricane Helene and the severe erosion impacts observed throughout the canal system. Our team brings focused experience in raw water conveyance, intake protection, and canal stabilization, paired with a delivery approach that prioritizes resiliency, operational continuity, and funding compliance. We are prepared to partner with BRWA to develop practical, defensible solutions that reduce risk and strengthen long term system reliability.

**Intake and Canal Resiliency Expertise That Travels:**

We have a team that is explicitly focused on intake and canal stabilization strategies in response to Helene driven erosion and flood impacts. We understand the documented vulnerabilities at the canal mouth, along the canal banks, and within the floodplain and will align our evaluation and design to those specific conditions. Our approach integrates riverbank/scour protection, retaining and stabilization systems, erosion and sediment control, and flood resiliency measures tailored to the Broad River system. We focus on solutions that protect sediment management functions, reduce future erosion risk, and improve performance during extreme events, while remaining practical to build and maintain.

**On the Ground Responsiveness and On Time Delivery:**

BRWA reduces schedule risk by partnering with a team already engaged and prepared to move quickly. We have completed early background review and a site visit on March 5, 2026, allowing us to confirm constraints, risks, and priorities at the outset. This early familiarity positions us to mobilize immediately and deliver the Engineering Report by the SRF Helene milestone date of July 15, 2026. We will execute a clear workplan with early investigations, defined decision points, and proactive coordination. Our team remains a consistent partner throughout the full project lifecycle, supporting funding coordination, alternative evaluations, permitting, design, and construction administration.

**Operations First Constructability to Keep the Water Treatment Plant Running:**

Our team offers a design approach that places water treatment operations first. Maintaining continuous service is a core driver of our project development and constructability decisions. We incorporate sequencing, phasing, and access planning into the design from the start to allow improvements to be constructed while the water treatment plant remains operational. This operations first mindset reduces risk, limits disruptions, and supports safe implementation of in stream and near stream work in a constrained environment.

In continued service to BRWA, we are excited for the opportunity to complete the Raw Water Canal Improvements project. Leticia Rieger will serve as your lead client contact and project manager. Please contact her at Leticia.Rieger@bolton-menk.com or 980-269-7813 if you have any questions regarding our proposal. I will serve as your principal-in-charge and can be contacted at wesbr@bolton-menk.com or 704-981-8808.

Respectfully submitted,  
Bolton & Menk, Inc.

Wes Brown, PE  
Principal-in-Charge

As one of Bolton & Menk's principal owners, I am fully authorized to negotiate binding commitments for the firm. I have reviewed the following proposal and cost proposal and approve its submission to the Broad River Water Authority.

# FIRM OVERVIEW AND SERVICE CAPABILITY

Our commitment to communities began in 1949, serving the needs of municipal clients. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk has more than 1,100 multiregional employees including professional staff of more than 400 engineers, planners, landscape architects, and surveyors.

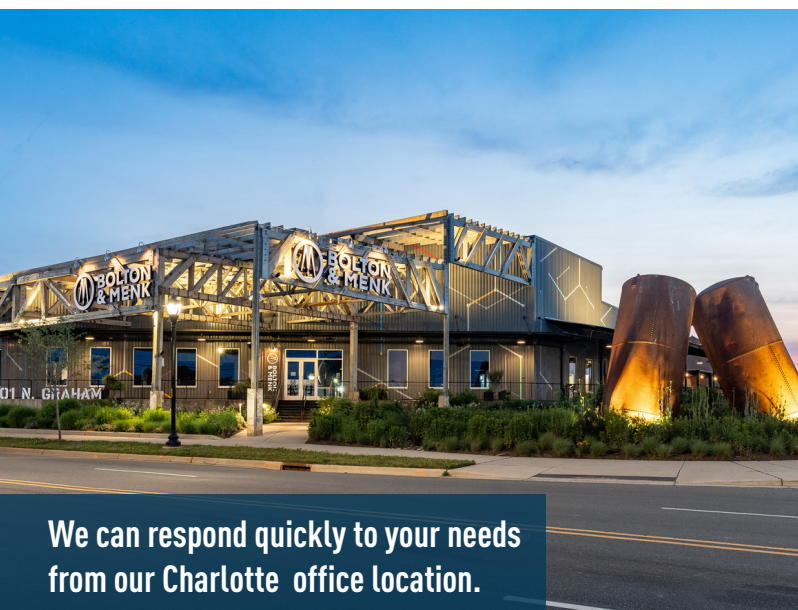
Bolton & Menk delivers bank and channel stabilization solutions that protect critical water supply infrastructure while strengthening long-term resilience to extreme weather events. For raw water canals and intake systems like those serving the BRWA, our approach prioritizes reliability, constructability, and flood performance. We understand that stabilization is not simply about stopping erosion—it is about safeguarding operations, maintaining sediment management functionality, and designing systems that perform under both routine conditions and major flood events such as Hurricane Helene. Our team brings a proven ability to assess risk, identify vulnerabilities, and implement stabilization strategies that align with funding requirements, regulatory expectations, and operational constraints.



Bolton & Menk has successfully delivered hundreds of bank stabilization and channel restoration projects across the Southeast, bringing demonstrated experience in complex, regulated riverine environments.

Our firm has deep expertise in both traditional structural stabilization and nature-based solutions, allowing us to tailor approaches to each site's specific hydraulic, geotechnical, and environmental conditions. Traditional measures—including sheet piling, channel armoring, boulder toe protection, reinforced slopes, and retaining systems—are applied where high-energy flows and infrastructure protection demand robust solutions. Complementing these approaches, we routinely integrate nature-based and hybrid techniques such as vegetated soil lifts, bioengineered banks, native riparian plantings, and graded floodplain features to dissipate energy, reduce long-term erosion, and enhance system resilience. This balanced approach ensures improvements perform as engineered while delivering sustainable, cost-effective outcomes.

Our team has applied both traditional and nature-based stabilization techniques on projects involving canals, riverbanks, stream corridors, and water supply intakes—often in FEMA floodplains and under tight operational constraints. Led by nationally recognized stream and channel restoration professionals, including Jonathan Hinkle, our team has designed more than 500,000 linear feet of stabilization and restoration projects. This depth of experience enables Bolton & Menk to confidently deliver resilient, constructible solutions that protect essential infrastructure, enhance flood resiliency, and support the long-term reliability of public water systems.



We can respond quickly to your needs from our Charlotte office location.

Bolton & Menk provides the professional engineering services required to evaluate, design, permit, and support implementation of raw water canal improvements for BRWA. Our capabilities directly align with the anticipated scope of work outlined in the RFQ and include:

**✓ Preliminary Evaluation and Engineering Assessment:** We review available background information, conduct site visits, and evaluate existing conditions to confirm project needs, risks, and constraints. Our teams assess canal stability, riverbank conditions, intake approach vulnerabilities, and floodplain influences to identify feasible and resilient improvement strategies.

**✓ Canal, Intake, and Riverbank Stabilization:** We plan and design stabilization measures for raw water canals and intake areas affected by erosion and flood impacts. Our experience includes evaluation of structural and non structural alternatives such as bank protection, slope grading, retaining systems, vegetative stabilization, and nature based solutions tailored to site conditions.

**✓ Hydrologic, Hydraulic, and Geotechnical Support:** We coordinate and interpret field investigations, surveying, geotechnical evaluations, and hydrologic and hydraulic analyses to support sound decision making and defensible designs, particularly for near stream and in stream improvements.

**✓ Operations Focused Design and Constructability:** We integrate constructability, sequencing, and phasing into project development to maintain water treatment plant operations during construction. Our approach minimizes service interruptions while supporting safe and efficient implementation in constrained environments.

**✓ Permitting and Regulatory Coordination:** We identify and support required local, state, and federal permits associated with canal and riverbank work. Our teams prepare technical documentation and coordinate with regulatory agencies to advance projects through environmental and permitting review.

**✓ Final Design, Bidding, and Construction Administration:** We prepare complete design and contract documents and support bidding, award, and construction administration. Our services include review of submittals, responses to RFIs, construction observations, and project closeout support.

**✓ Funding and Compliance Support:** We are familiar with publicly funded water infrastructure projects and support owners in meeting documentation, reporting, and coordination requirements associated with the North Carolina Division of Water Infrastructure and SRF funding programs.



Geolift bank stabilization along the Reedy River in Greenville, SC to repair bank failures



**S&ME, Inc.** is an employee-owned engineering firm with more than 50 years of experience providing geotechnical engineering services across the southeastern and midwestern regions. Founded in 1973, the firm supports public

and private clients in the transportation, commercial, education, healthcare, government, energy, water, waste management, manufacturing, and mining sectors. Headquartered in Raleigh, North Carolina, S&ME operates from more than 25 offices and employs more than 1,000 professionals, enabling responsive local service supported by firm-wide technical depth.

S&ME’s geotechnical engineering practice includes subsurface exploration, site characterization, in site testing, geotechnical laboratory testing, and geologic hazard evaluation. The team provides engineering and design services for foundations, geotechnical systems, and earthquake-resistant solutions, along with construction-phase support to help manage risk and maintain project schedules. These services are delivered using practical, field-tested approaches that prioritize safety, constructability, and long-term performance.

S&ME will work closely with BRWA and our team to identify subsurface risks early and develop cost-effective recommendations that support successful project delivery.



**Copperhead Environmental Consulting, Inc.** is an ecology-focused firm specializing in sensitive species and habitat surveys, wetlands and waters assessments and

restoration, NEPA documentation, permitting, and environmental risk assessment. In North Carolina, Copperhead has an Asheville office where they serve multiple clients that include municipalities, engineering firms, National Park Service, NCDOT, US Forest Service, Duke Energy, and renewable energy companies. Headquartered in Kentucky, Copperhead also has offices in South Carolina, Virginia, Tennessee, and Pennsylvania. Since the firm’s inception in 2004, they have completed more than 1,000 projects for public and private clients across the United States. Copperhead biologists hold five USFWS Recovery Permits allowing the handling of five species of bat, one crayfish, three fishes, and 38 freshwater mussels.

This regional expertise, combined with a proven track record on local, state, and federal agency projects positions Copperhead to effectively support the Broad River Water Authority’s raw water canal improvements. In particular, Copperhead is ideally suited for in-stream work, NEPA documentation, habitat evaluations, and regulatory permitting coordination.



# SIMILAR SERVICES

We have highlighted several projects as examples of recent and related team experience. Client satisfaction remains a top priority for us as evidenced by quality deliverables, cost-effective rates, and timely project delivery. Please feel free to contact any of these references to evaluate our performance. Additional project information is available upon request.



**MOSLEY CREEK BANK STABILIZATION  
LENOIR-CRAVEN-JONES DRAINAGE  
DISTRICT FLOOD RESILIENCY AND  
MAIN REPAIR, SOUTHEASTERN  
DRAINAGE OFFICE, NC**

Bolton & Menk partnered with the Lenoir-Craven-Jones Drainage Association to evaluate, design, and implement repairs to approximately 170,000 linear feet of drainage channel damaged by Hurricanes Matthew and Florence. The work was funded through Stream Rehabilitation Assistance Program (StRAP) funding and a North Carolina Department of Public Safety Resiliency Grant, secured in collaboration with the drainage district and the Southeastern Drainage Office.

Our team provided hydrologic and hydraulic analysis, design, bidding assistance, and construction administration. HEC-HMS and HEC-RAS models were used to assess watershed runoff, channel hydraulics, and storm impacts, informing repair priorities and resiliency-focused design criteria. The team designed stabilization and repair improvements for approximately 110,000 linear feet of eroded channel banks, including 14,000 linear feet in the current construction phase. Services also included bid-phase support and construction administration, helping restore system capacity and improve long-term resiliency to future storm events.

**Similar Services Provided:** Canal/channel assessment, hydraulic/hydrologic modeling, and channel bank repair design following storm damage

**Client Reference:** Kendall Paramore, District Manager  
252-902-9218, [kendall@southeasterndrainage.com](mailto:kendall@southeasterndrainage.com)



**MUDDY CREEK STRUCTURE TRASH RACK  
MCDOWELL COUNTY, NC**

Bolton & Menk partnered with McGill Associates as part of a multidisciplinary consultant team to support McDowell County’s Muddy Creek Structure #16 (Lowder Dam) improvement project, funded through a North Division Soil and Water StRAP Program grant. McDowell County faced ongoing maintenance challenges due to debris accumulation at the trash rack for the low-level drain slide gate and 30-inch RCP spillway, which caused unintended impoundment following storm events despite the gate remaining open.

The project focused on retrofitting and replacing the trash rack to reduce debris blockage, restore proper hydraulic function, and significantly decrease long-term maintenance demands. In addition to the trash rack improvements, also addressed was nearly 50 years of sediment accumulation and channel instability upstream from the structure. The scope included 275 feet of stream restoration and bank stabilization, utilizing boulder toe protection and boulder cascades to stabilize banks, dissipate energy, and prevent upstream migration of a developing head cut. These improvements provided a long-term solution that enhances infrastructure performance, protects water quality, and improves the overall stability of the Muddy Creek watershed.

**Similar Services Provided:** Bank stabilization, targeted retrofit design to improve debris management and reduce maintenance burden at a critical water control structure.

**Client Reference:** Andrea Webb, District Director, McDowell Soil & Water Conservation District, 828-652-4434, [andrea.webb@mcdownellgov.com](mailto:andrea.webb@mcdownellgov.com)



**SOUTHERNSIDE STREAMBANK STABILIZATION**  
**CITY OF GREENVILLE, SC**

Bolton & Menk partnered with Greenman-Pedersen, Inc. under an on-call agreement with the City of Greenville to restore and enhance a tributary to the Reedy River in the Southernside neighborhood. The initiative focused on rehabilitating approximately 1,000 feet of stream channel within a densely developed urban area.

The upstream section of the project was characterized by invasive bamboo growth, deteriorating retaining walls, and a church building constructed within mere feet of the top of the stream bank—posing unique design and stabilization challenges.

The restoration effort addressed these legacy and site-specific impacts through a comprehensive scope that included hydraulic analysis, permitting, design, community engagement, and invasive species management planning. To stabilize the streambanks in confined sections, the design incorporated geolifts and boulder toe protection. Boulder cascades and cross-vanes were also used to support stream geomorphology and enhance aquatic habitat.

Design was completed in the summer of 2024, with construction originally scheduled to begin in the fall/winter of that year. However, due to the devastating impact of Hurricane Helene and the subsequent redirection of contractors to disaster response efforts, construction has been delayed.

**Similar Services Provided:** Stream restoration and stabilization in constrained conditions, including hydraulic analysis, permitting, and design

**Client Reference:** Paul Dow, PE, CFM, City Engineer  
864-232-2273, pdow@greenville.sc.gov



**BEAR CREEK STRUCTURE #3 (BASS LAKE) DAM ASSESSMENT AND REHABILITATION**  
**SOUTHEASTERN DRAINAGE OFFICE**  
**WAYNE COUNTY, NC**

The Bear Creek Drainage District was established under the U.S. Department of Agriculture Soil Conservation Service (now the Natural Resources Conservation Service [NRCS]) PL-566, Watershed Protection and Flood Prevention Act, to support local drainage and flood control efforts. Bear Creek consists of an interconnected system of drainage canals and flood control structures serving Wayne and Lenoir Counties. Through a grant from the North Carolina Division of Soil and Water Conservation’s StRAP program, the Southeastern Drainage Office advanced critical upgrades to Structure #3, bringing the dam into full compliance with current NRCS standards and dam safety requirements.

In addition to dam safety improvements, the project included approximately 5,000 linear feet of streambank stabilization downstream of the dam, where banks had been severely compromised by recent hurricanes. To improve resiliency and reduce future erosion risks, our team implemented nature-based solutions, including geo-lifts and bank sloping, restoring bank stability while enhancing long-term watershed performance and environmental sustainability.

**Similar Services Provided:** Bank stabilization, infrastructure condition assessment, permitting support, and rehabilitation design for watershed flood control infrastructure

**Client Reference:** Kendall Paramore, District Manager  
252-902-9218, kendall@southeasterndrainage.com

# STAFF QUALIFICATIONS AND EXPERIENCE

Bolton & Menk has assembled a project team with the technical expertise and practical experience needed to plan, design, and deliver resilient raw water canal improvements for BRWA. Our team brings direct experience with raw water conveyance systems, intake and riverbank stabilization, flood resiliency improvements, and operations focused design for active water treatment facilities. The following biographies summarize the qualifications, relevant experience, and anticipated responsibilities of the key personnel proposed for this work.



**Jonathan Hinkle, PE**  
Technical Expert and QA/QC

**Leticia Rieger, PE**  
Project Manager

**Wes Brown, PE**  
Principal-in-Charge

SUPPORT TEAM



**Roberta Cronquist, PE, CFM**  
Design Support



**Ben Lord, PE**  
Hydraulic and Hydrologic Modeling



**Mary Beth Meumann, PE**  
Design Lead



**Sissy Clay, EIT**  
Design Support



**Josh Leonard, PLS**  
Survey Lead



**Chad Ponce, PWS**  
Permitting Lead



**Mike Kale**  
Construction Phase Support Lead



**Drayton Arnold**  
Funding Compliance



**Copperhead Environmental Consulting**  
Environmental Support



**S&ME**  
Geotechnical Engineering



**Technical Leadership for Flood-Resilient Canal and Bank Improvements**

Jonathan Hinkle leads Bolton & Menk’s Southeast water resources group. He specializes in stream restoration, stormwater management, flood studies, and hydrologic/hydraulic (H&H) modeling. He has restored more than 500,000 linear feet of streams throughout the southeastern United States, including many streams and canals serving as surface water intakes similar to this project. He has a proven track record of delivering successful projects where erosion, sediment transport, and flood response affect critical water infrastructure. **For BRWA, Jonathan will provide technical oversight** for evaluating stabilization alternatives, supporting H&H-informed design decisions, ensuring strong construction documentation that is needed to move from assessment through permitting, design, and construction support for canal and bank improvements in a flood-prone setting.



## LETICIA RIEGER, PE

### Project Manager

Leticia will serve as BRWA’s primary point of contact and will lead day-to-day coordination, schedule and scope management, and communication across the project team.

Leticia is a water/wastewater project manager with experience in managing infrastructure improvements to water supply systems in North Carolina. She has significant experience with water/wastewater infrastructure design and water quality analysis. She currently performs design computations, preliminary layout and design, research, and prepares reports and feasibility studies for a variety of water and wastewater projects.

Leticia has a demonstrated history of strong project management with BRWA that will be essential to successful project delivery. She is passionate about developing feasible solutions. Through initial field visits, she has improved understanding and begun considering issues that will help Bolton & Menk expedite preliminary engineering processes to meet funding requirements.

### Similar Experience

- Water and Sewer Master Plan, Beaufort-Jasper Water and Sewer Authority (BJWSA), SC
- Marlowe Road Sewer Extension Force Main Design, Grand Strand Water and Sewer Authority, NC and SC
- Brawley Road Watermain Repair, Iredell Water Corporation, NC
- Lead Service Line Inventory, Broad River Water Authority, Town of Rutherfordton, NC
- Water Treatment Plant HSR Building Improvements, Eastern Band of Cherokee Indians
- Water Treatment Plant Improvements, City of Atwater, MN
- Water Treatment Plant Improvements, City of Northfield, MN
- Wastewater Treatment Plant Improvements, City of Belle Plaine, MN
- Wastewater Treatment Facility Improvements, City of Northfield, MN



## WES BROWN, PE

### Principal-in-Charge

Wes will work closely with Leticia to manage budget and project resources. He has a proven track record of successfully delivering projects on time and looks to build on that with this project.

As municipal division leader, Wes brings innovative solutions and strategic insight to a growing portfolio of projects across the Southeast. With more than 25 years of experience, Wes excels in guiding planning, design, bidding, and construction administration for municipal infrastructure projects. He is skilled in coordinating project teams and ensuring streamlined, client-focused processes. Known for his collaborative approach, Wes represents clients effectively in public presentations and project negotiations, fostering solutions that meet community needs while enhancing municipal development. Wes previously served as the designated consultant city engineer for more than a dozen communities in Iowa and Minnesota over the past 20 years.

### Similar Experience

- On-Call Engineering Services, Town of Stallings, NC
- South Main Street Improvements, Town of Boiling Springs, NC
- On-Call Site and Civil Engineering Services, City of Charlotte, NC
- Sewer Plans, Oconee Joint Regional Sewer Authority (OJRSA)
- Martin Hall Sector Study, Clemson University, SC
- Engineering Services, Lancaster County, NC
- Water Treatment Facility, Water Main, and Elevated Storage, City of Britt, IA
- POET Refinery Process Water Discharge, City of Lake Crystal, MN



## JONATHAN HINKLE, PE

### Technical Expert and QA/QC

Jonathan will provide senior level technical oversight, guiding engineering decisions, and ensuring all deliverables meet quality standards, as well as technical and regulatory requirements.

Jonathan is a principal and Southeast water resources group leader with more than 20 years of experience, having begun his career in 2004. He is a recognized regional expert in watershed planning, ecological restoration, stormwater management, and canal and channel stabilization. Jonathan has led complex water resources projects from feasibility and site evaluation through design, permitting, construction support, and project closeout. His background in both the public and private sectors provides a strong understanding of client objectives, funding considerations, regulatory requirements, budgets, and long-term operational needs. He regularly leads multidisciplinary teams addressing river stability, sediment transport, and bank and canal stabilization challenges, and actively serves on numerous local and state water quality, stormwater, and natural resource committees. Clients consistently recognize and select Jonathan as a dedicated and trusted partner for his technical depth, responsiveness, and collaborative approach in delivering resilient, cost-effective solutions across the Southeast.

### Similar Experience

- Robinson Creek Stream Restoration, Town of Fletcher, NC
- Reedy Patch Creek Stream Restoration, City of Hendersonville, NC
- Little Brasstown Creek Stream Restoration, Township of Brasstown, NC
- Foster Creek Stream Restoration, Town of Mills River, NC
- Ut Foster Creek Stream Restoration, Town of Mills River, NC
- Little Snowbird Creek Stream Restoration, Town of Robbinsville, NC
- McAlpine Creek Stream Restoration, City of Charlotte, NC
- McAlpine Creek 1A and 1B, Stream Restoration, City of Charlotte, NC
- McDowell Creek Stream Restoration, City of Charlotte, NC
- UT Derita Branch Stream Restoration, City of Charlotte, NC
- Seven projects with Southwest Florida Water Management District Canal and Water Supply Inspection, Maintenance Improvements, and Resiliency Program (Structures S11, S159 - Upper, Middle, and Lower, S160, S162, and S163)



## ROBERTA CRONQUIST, PE, CFM

### Design Support

Roberta will provide design support for stabilization and erosion control, H&H analyses, preliminary and final design, and in-stream and near-stream permitting to support flood resiliency, regulatory compliance, and continued water treatment operations.

Roberta is a water resources practice leader who began her career in 1998. She is experienced with H&H modeling to support regional drainage improvement projects, detention basin design, dam modeling, levee certification, as well as river engineering, sediment transport analysis, and two-dimensional flood modeling and stream restoration design. She has permitted numerous projects with state agencies, the Federal Emergency Management Agency (FEMA), as well as the U.S. Army Corps of Engineers (USACE). Roberta is proficient in the use of HEC-RAS (1D & 2D), HEC-HMS, and SRH-2D, developing sediment transport modeling, and integrating the use of GIS to develop regional comprehensive drainage plans.

### Similar Experience

- Cannon River Flood Risk Reduction Study, City of Waterville, MN
- Watershed Stormwater Modeling, City of Orono, MN
- Turtle Creek Levee Certification, City of Austin, MN
- Wastewater Treatment Facility Floodwall and Levee Design, City of Benson, MN
- Crow Riverbank Restoration, City of Watertown, MN
- Cottonwood River Bendway Weirs and Ravine Repair, MnDOT District 8
- TH 22 at Le Sueur Riverbank Stabilization, MnDOT District 7
- Wedgewood Drive Drainage Improvements, City of Shelby, WI



## MARY BETH MEUMANN, PE

### Design Lead

Mary Beth will serve as design lead, advancing the preferred alternative into clear, coordinated design documents and ensuring the project’s technical decisions translate into a buildable, operations focused solution.

Mary Beth is a water resources project engineer who is passionate about assisting communities in making informed decisions about urban stormwater runoff and flood management. She began her career in 2014 as an engineering consultant working in the coastal southeast, where she designed stormwater control measures (SCMs) and conveyance systems for a variety of project types and became proficient in hydrologic and hydraulic modeling with programs like ICPR2 and Autodesk Storm and Sanitary Analysis. Mary Beth is passionate about delivering a robust array of structural and non-structural flood mitigation tools to keep people safe and preserve environmental resources.

### Similar Experience

- Nature-Based and Low-Impact Stormwater Management Design and Review, Town of Chapel Hill, NC
- City-Wide Sewer Mapping and Modeling, City of Kannapolis, NC
- Hydraulic Model, Wayne County, NC
- Alternative Analysis, Wayne County, NC
- Greenway Gardens Infrastructure and Utilities, Town of Cornelius, NC
- Blythewood Area Sewer Basin Study, Richland County, SC
- 16th Avenue Drainage Improvements, City of Myrtle Beach, SC
- MS4 Services, Town of Stallings, SC
- MS4 Services, City of Conway, SC



## BEN LORD, PE

### Hydraulic/Hydrologic Modeling

Ben will lead the hydraulic and hydrologic modeling, evaluating flood behavior, canal hydraulics, and erosion risks to support resilient, data driven design decisions.

Ben is a water resources project engineer at Bolton & Menk who began his career in 2015. His expertise lies in basin planning, water quality, climate analysis, and nature-based solutions. He believes strongly in applying science to achieve practical, informed, sustainable solutions. Ben is passionate about the water resources field because it gives him the opportunity to have a positive impact on both the environment and communities he serves.

### Similar Experience

- On-Call Stormwater Projects, City of Jacksonville, NC
- TWO No 1 - Stormwater Study, Town of Sandy Creek, NC
- Trent River Flood Study, Jones County, NC
- WeyerCo Wetland Restoration Phase 1, North Carolina Coastal Federation
- Upper Fishing Creek Watershed, City of Rock Hill, SC
- Hunnicutt Creek Restoration, Clemson University
- Water and Sewer Master Plan, BJWSA, SC
- Brushy Creek Feasibility Study for Trash Trout Integration, Greenville, SC
- Catawba-Wateree Integrated Water Resources Plan and Conservation Prioritization Tool, Catawba-Wateree Water Management Group



## SISSY CLAY, EI

### Design Support

Sissy will provide design support by assisting with stabilization and erosion control concepts, hydraulic and hydrologic analyses, preparation of preliminary and final design documents, and permitting support for in-stream and near-stream work to ensure flood resiliency, regulatory compliance, and continued water treatment operations.

Sissy is a water resources design engineer who began her career in 2022. She has experience in ecological restoration and stormwater projects from concept development and funding appropriation to construction support. Sissy is passionate about working with clients and our staff to develop innovative engineering solutions to our water resource issues. Protection of the public and providing a safe environment and future for all drives her passion for engineering and stormwater work. She has experience in H&H modeling, bacterial modeling, stormwater BMPs, watershed delineation, watershed assessments, water quality, nutrient reduction, grant writing, and master planning.

### Similar Experience

- Bear Creek Structure #3 (Bass Lake) Dam Assessment and Rehabilitation, Southeastern Drainage Office
- Lenoir-Craven-Jones Drainage District Flood Resiliency and Main Repair, Southeastern Drainage Office
- Hurricane Florence Recovery, Lenoir-Craven-Jones Drainage Association
- Stump Sound EPA Nine Element Watershed and Stormwater Resilience Plan, North Carolina Coastal Federation
- Newport River Watershed Restoration and Stormwater Management, North Carolina Coastal Federation
- Northeast Creek, City of Jacksonville, NC On-Call Engineering, North Topsail Beach, NC
- Burrus Canal Wetland Restoration, North Carolina Coastal Federation
- Southwest Florida Water Management District Canal and Water Supply Inspection, Maintenance Improvements, and Resiliency Program (Structures S11, S159 - Upper, Middle, and Lower, S160, S162, and S163)



## JOSH LEONARD, PLS

### Survey Lead

Josh will manage field data collection and survey control to support accurate evaluation, design development, and coordination across project disciplines.

Josh is a survey project manager at Bolton & Menk, where he is responsible for overseeing project delivery and ensuring that survey data supports the broader goals of engineering and development initiatives. With his career beginning in 2018, he brings a strong background in land development surveys, ALTA/NSPS land title surveys, and topographic surveys. Josh is passionate about surveying because it allows him to combine technical problem-solving with relationship-building and tangible project outcomes. He thrives on the opportunity to learn from others, contribute to meaningful work, and support the success of every project from the ground up.

### Similar Experience

- Guilford County Lift Station Topographic Survey, City of Greensboro, NC
- Gardenia Walk Topographic Survey, City of Greensboro, NC
- Westside Neighborhood Infrastructure Improvements, Town of China Grove, NC
- Lake Myers RV Park, Topographical Survey for Wastewater Design, City of Mocksville, NC
- Jacksonville Sewer Survey, City of Jacksonville, NC
- Alamance Lift Station, City of Greensboro, NC
- PNC Arena Topographic Survey, City of Raleigh, NC
- On-Call Stormwater Engineering Services, Town of Stallings, NC



## CHAD PONCE, PWS

### Permitting Lead

Chad will coordinate regulatory strategy and agency coordination to support timely approvals for in stream and near stream work.

Chad is an expert in wetland and stream ecology and environmental sustainability. As a natural resources specialist, he is a dedicated environmental scientist that believes in making a positive impact on the environment while advocating for clients' needs. Beginning his career in 2012, Chad has a solid range of experience in environmental consulting, including areas such as groundwater and due diligence, but his main interest and current focus is wetland and stream ecology, delineations, and permitting.

### Similar Experience

- Wetland Delineation with Jurisdictional Determination and Threatened and Endangered Species Survey, Town of Spencer, NC
- Stoney Creek Watershed Pilot Project, Goldsboro, NC (NCDEQ / NC Division of Mitigation Services)
- Burrus Canal Wetland Restoration, North Carolina Coastal Federation
- Watershed Plan, Coharie Intra-Tribal Council, NC
- Wetland Delineation and CWA Permit, Invasive Species Management Plan, and T&E Habitat Survey – Southernside Stream Restoration Project, City of Greenville, SC
- Wetland Delineation and CWA Permitting, Reedy River, SC
- Wetland Delineation/T&E Survey, City of Rock Hill, SC



## MIKE KALE

### Construction Lead

Mike will provide construction phase support, coordination, and oversight to help deliver the project safely, efficiently, and in accordance with the design intent.

Mike is a senior construction manager who began his career in 1994. He has extensive experience in construction, specializing in water/wastewater infrastructure for 10 years. Mike has worked as a consultant and construction superintendent, handling 15 treatment plant projects, various pump station projects, and numerous linear water/wastewater installations. His lift station expertise includes VFD-driven pumps, odor control installations, and complex bypass pumping operations.

### Similar Experience

- Hurricane Helene Emergency Water/Wastewater Response - Towns of Burnsville, Spruce Pine, and Elk Park, NC
- Sturgeon Creek Lift Station Rehabilitation, Brunswick County, NC
- Brawley Road Water Main, Iredell Water Corporation
- Feasibility Study, Iredell Water Corporation
- Hickory Creek Interceptor Improvements, City of Shelby, NC
- Wastewater Treatment Plant Head Works Rehabilitation, City of Clinton, NC
- Wastewater Treatment Plant and Pump Station Rehabilitation, Town of Spruce Pine, NC
- Pump Station and Force Main, Town of Green Level, NC
- Mister Joe White Avenue 36-inch Force Main Replacement, City of Myrtle Beach, SC



## DRAYTON ARNOLD

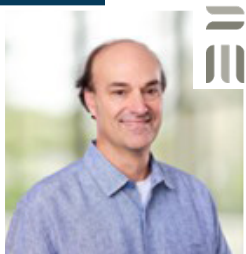
### Funding Compliance

Drayton will lead funding coordination, supporting compliance with SRF and related funding requirements, documentation, and reporting throughout project development and delivery.

Drayton is a senior funding specialist that focuses on state-level funding from organizations including the South Carolina Department of Parks, Recreation, and Sports Tourism, South Carolina Rural Infrastructure Authority, South Carolina Department of Health and Environmental Control, South Carolina Emergency Management Division, and other organizations. Drayton began his career in 2022 and holds a master’s degree in public administration. His experience in the public sector includes assisting local governments in receiving federal, state, and local funding for projects related to community development, water/wastewater, water resources, economic development, transportation, and parks.

### Similar Experience

- Grand Funding Administration, Lead Service Line Inventory, Broad River Water Authority, Rutherfordton, NC
- On-Call Funding Support, Town of Cornelius, NC
- On-Call Grant Writing Services, York County, SC
- Water Treatment Plant & Well – State Revolving Loan Fund Application, City of Atwater, MN
- Wastewater Treatment Facility Improvements – State Revolving Loan Fund Application, City of Cologne, MN
- Phase 5 Utility Improvements – State Revolving Loan Fund Application, City of Eagle Bend, MN
- Water System PER, City of Dassel, MN
- Creamery Avenue Water & Sewer Line Improvements – State Revolving Loan Fund Application, City of Browerville, MN



## MATT MCCURDY, PE

### Geotechnical Engineer

Matt will lead geotechnical investigations and provide engineering recommendations to support design and construction. He will evaluate subsurface conditions, identify geotechnical risks, and coordinate with the project team to ensure constructable, reliable solutions.

Matt is a principal geotechnical engineer and Project manager for S&ME’s Asheville office, bringing 28 years of experience that includes early career work in Atlanta, Georgia and extensive project experience throughout Western North Carolina. His background spans conventional and complex geotechnical investigations, including shallow and deep foundations, pavement design, bearing capacity and settlement analyses, landslide mitigation, retaining wall systems, and stormwater and infrastructure projects. Matt also has significant experience with foundation construction testing and inspection for driven piles, drilled shafts, auger-cast piles, micropiles, ground improvement, and spread footings, as well as providing comprehensive construction services such as multi-phase testing, special inspections, and materials testing for asphalt, concrete, masonry, and soil, earthwork, and rock excavation.

### Similar Experience

- New French Broad River Water Intake and Pump Station, Town of Mills River, NC
- Pebble Creek Stream Stabilization/Wall Design, City of Asheville, NC
- Patton Ave., Carter St., and Ann St. Stormwater Replacement Project, City of Asheville, NC
- New Reservoir and Pump Station Eastern Band of Cherokee Indians, NC
- Water Treatment Plant – Building Addition and New Chemical Storage Tank, Town of Spruce Pine, NC
- Lake Tomahawk Dam Seepage Repair, Town of Black Mountain, NC
- Ashe Street and Fourth Street Corridor Stormwater Improvements, City of Hendersonville, NC
- Cherry Street and Beech Street Corridor Stormwater Improvements, City of Hendersonville, NC
- Appalachian State University Stormwater Improvements, Town of Boone, NC
- Mud Creek Interceptor Sewer Replacement, City of Hendersonville, NC



## PRICE SEWELL Environmental Support

Price will provide expertise in environmental permitting, regulatory coordination, and compliance for in-stream and near-stream improvements. He will support environmental documentation and agency coordination to meet ESA, NEPA, and CWA requirements..

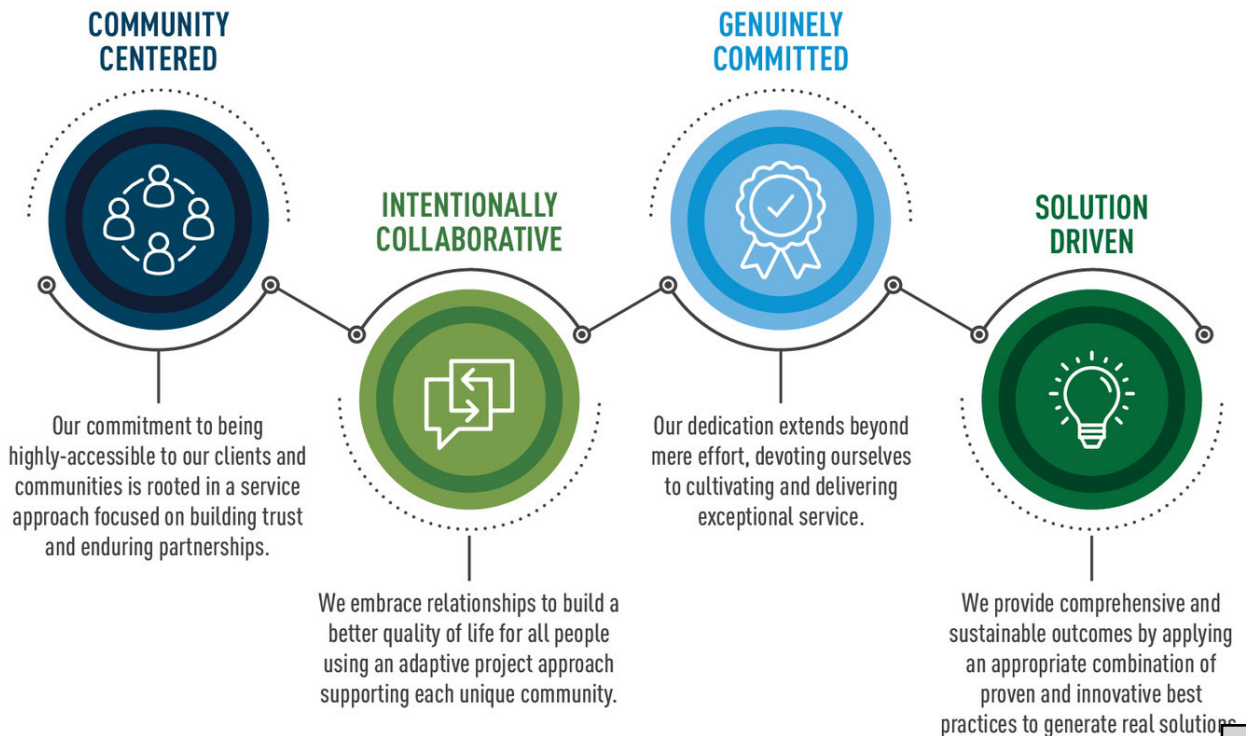
Price has 28 years of professional experience conducting natural resource surveys in the eastern region. He has worked with a wide variety of taxa, including freshwater mussels, fish, bats, reptiles, and amphibians. Price's work has primarily focused on rare and listed species and he manages Copperhead's freshwater mussel and fish programs.

Price's regulatory experience includes work with the ESA, NEPA, and CWA and he has worked with a variety of government and private clientele including state and federal agencies, conservation organizations, academic institutions, NGO's, and energy sector (renewable and traditional).

### Similar Experience

- Roanoke River National Wildlife Refuge and Alligator River National Wildlife Refuge Northern Long-eared Bat Monitorin, NCDOT
- Northern Long-eared Bat Research Project, NCDOT
- Multi-Taxa Survey, McEntire Joint National Guard Base, SC
- Bridging Kentucky Survey Project, Kentucky Transportation Cabinet
- Mussel Surveys of the New River National Park and Preserve, the Gauley River Recreation Area, and the Bluestone Scenic River, WV
- Multiyear Indiana Bat Colony Monitoring, U.S. Fish and Wildlife Service
- Bat Hibernacula Spring and Fall Harp Trapping Kentucky Department of Fish and Wildlife Resources

**Together with our subconsultant partners, we will continue to support BRWA as a community centered, intentionally collaborative, genuinely committed, and solution driven partner.**



# PROJECT APPROACH AND METHODOLOGY

Bolton & Menk understands that the purpose of this project is to provide stabilization, protection, and resiliency improvements to BRWA's raw water canal and intake area to protect its sole source of raw water and maintain reliable water treatment operations during future flood events. Hurricane Helene delivered 9.47 inches of rainfall over four days and caused the Broad River to surge by 28.5 feet, resulting in severe erosion throughout the canal system, most notably at the canal mouth where it meets the Broad River, and highlighting the vulnerability of the canal infrastructure and the need for robust flood protection measures. Consistent with the RFQ, the intended outcome of the improvements is to protect the canal from future flood events, preserve its sediment management function, and ensure continued reliability of the water treatment process.



## TASK 1 – PROJECT MANAGEMENT AND COORDINATION

We will establish a clear workplan with roles, decision points, and communication protocols to keep the project moving efficiently from evaluation through construction. Project management will include coordination with BRWA and project stakeholders, schedule development and maintenance, progress reporting, and documentation of key decisions to support selection of a preferred improvement approach and advancement of subsequent design and permitting activities. We will track SRF Helene-required project documentation and ensure materials needed for Division review and future disbursement requests are assembled and maintained in an organized and well-documented manner.

## TASK 2 – PRELIMINARY EVALUATION AND ENGINEERING ASSESSMENT

We will begin with a targeted existing-conditions assessment focused on the known areas of concern: canal mouth at the Broad River, canal banks, and intake approach area, as well as the adjacent Broad River bank where applicable. This will include review of available background information, confirmation of constraints and access, and a site visit(s) to verify field conditions and identify failure mechanisms (e.g., bank sloughing collapses, scour zones, recurring erosion locations, and areas susceptible to debris/sediment impacts). This task will produce the early technical basis needed to support a defensible Engineering Report and the supporting documentation that permitting agencies typically expect (existing conditions, constraints, and the rationale for why specific stabilization strategies are being advanced).

# TASK 3 – SURVEYING, FIELD INVESTIGATION, AND DATA COLLECTION

Based on findings from Task 2, we will define the field data needed to support design and permitting. We anticipate that survey, geotechnical investigation, and hydraulic/hydrologic modeling evaluation will be needed; we will scope these efforts to the reaches and features that directly control stability and constructability (e.g., canal mouth hydraulics/scour zones, bank conditions, and intake approach constraints).

This task may include:

- Survey to support channel/canal geometry, bank features, and construction access/staging constraints.
- Geotechnical exploration in targeted locations to support selection and design of retaining/stabilization measures.
- Hydrologic/hydraulic analysis to characterize high-flow behavior and inform sizing and robustness of protection measures.

Deliverables under this task will include planning-level/preliminary layouts, key design criteria assumptions, constructability and operational impact considerations, and an opinion of probable construction cost for prioritized improvements.



**PROJECT HIGHLIGHT**  
**Blackhawk Creek Stabilization, City of Davenport, IA:**  
 Blackhawk Creek, a highly erosive urban stream, threatened Indian Road and an adjacent sanitary sewer system. Bolton and Menk delivered full design and permitting for a 3,400-foot bank stabilization project, using targeted traditional and bioengineering solutions to provide a cost-effective, long-term infrastructure protection strategy.



**PROJECT HIGHLIGHT**  
**Iowa Great Lakes Shoreline Stabilization, Iowa**  
**Department of Natural Resources:** High lake levels and heavy rainfall from a bout of severe flooding caused shoreline erosion and significant bank collapses along the lake shore of West Okoboji Lake, East Okoboji Lake, Spirit Lake, and Silver Lake. Bolton & Menk partnered with the Iowa DNR to assist. We completed a three-step topographic survey process and are currently soliciting stakeholder and property owner feedback, obtaining topographic survey data, preparing a concept-level design and cost estimate, and developing a design report with site-specific recommendations for each of the 66 sites.

# TASK 4 – RECOMMENDED IMPROVEMENTS AND PRELIMINARY ENGINEERING

Using the verified conditions and field data, we will develop and compare stabilization alternatives that reflect both structural and non-structural measures. Alternatives will be developed to address each vulnerable reach (e.g., canal mouth vs. canal banks) rather than forcing a single solution everywhere.

Alternatives may include a combinations of:

- Canal stabilization and bank/scour protection
- Retaining measures such as slope flattening/grading, and comparable stabilization systems
- Erosion and sediment control measures, vegetative stabilization/restoration, and nature-based solutions
- Flood-resiliency features and construction sequencing considerations to maintain WTP operation

We understand that sequencing to maintain water treatment plant operation is an important part of this project. Our methodology incorporates operations and constructability early, during alternatives development, so the recommended approach accounts for access constraints, staging, temporary bypass or isolation needs (if required), and a practical construction sequence that reduces operational risk while work occurs in and around the canal and floodplain.

# TASK 5 – PERMITTING AND REGULATORY COORDINATION

We will identify required permits and approvals associated with in-stream/near-stream work and coordinate early with applicable agencies to confirm expectations, required supporting analyses, and review timelines. We will prepare permit application materials and technical documentation consistent with the selected alternative, drawing directly from the Task 2-4 documentation trail (existing conditions, field data, selection rationale, and design assumptions).

# TASK 6 – FINAL DESIGN AND CONSTRUCTION DOCUMENTS

We will prepare complete drawings, specifications, and bid documents for the selected improvements. Design development will explicitly include:

- Temporary erosion and sediment control and site restoration needs
- Phasing, sequencing, and access planning
- Dewatering concepts (as applicable)
- Maintaining water treatment plant operations during construction

We will align final deliverables with the milestone structure included in the LOIF (Engineering Report submittal and subsequent design/bid package milestones) so BRWA’s submittals remain consistent with the approved project path.



### PROJECT HIGHLIGHT

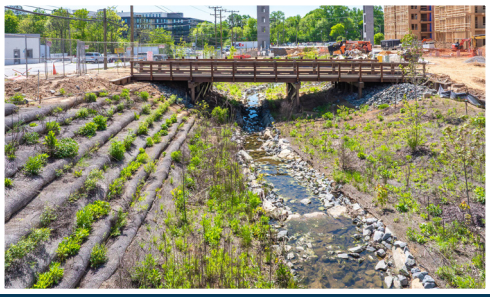
**Iowa River Streambank Stabilization, City of Iowa City, IA:** The west bank of the Iowa River in Iowa City immediately upstream of Highway 6 had drastically eroded. Further erosion threatened two office buildings, a gas main, and a fiber optic line. Bolton & Menk completed a HEC-RAS no rise analysis, worked with a malacologist to search for endangered mussels, and created plans that complied with FEMA, Clean Water Act, and Sovereign Lands rules.

# TASK 7 – BIDDING AND AWARD ASSISTANCE

We will support BRWA through bidding, including responding to questions, issuing addenda, assisting with bid review for responsiveness, and supporting recommendation of award consistent with BRWA’s procurement approach. SRF Helene disbursement requires eligible costs to be documented and approved through the Division’s process; we will maintain bid-phase documentation in a way that supports later disbursement support and audit readiness.

# TASK 8 – CONSTRUCTION ADMINISTRATION AND CLOSEOUT

During construction, we will provide construction phase services including submittal/shop drawing review, RFIs, meeting participation, pay application and change order review, periodic observation, substantial/final completion support, record documentation, and closeout assistance. We will support BRWA in assembling and organizing the construction documentation that typically accompanies disbursement requests (e.g., pay applications, approvals, record documentation, and required supporting materials) consistent with the Division’s process.



### PROJECT HIGHLIGHT

#### North Tryon Development (NODA 3027) Stream

**Restoration:** The North Tryon Stream project originated from a critical need to rehabilitate and repurpose an existing brownfield site, which required restoration and enhancement of a section of eroded and degraded stream channel to improve water quality and habitat. The comprehensive approach to the development and design of this project included stream mitigation, restoration, and relocation, while addressing various environmental constraints and topographical features.

# CLIENT COMMUNICATION

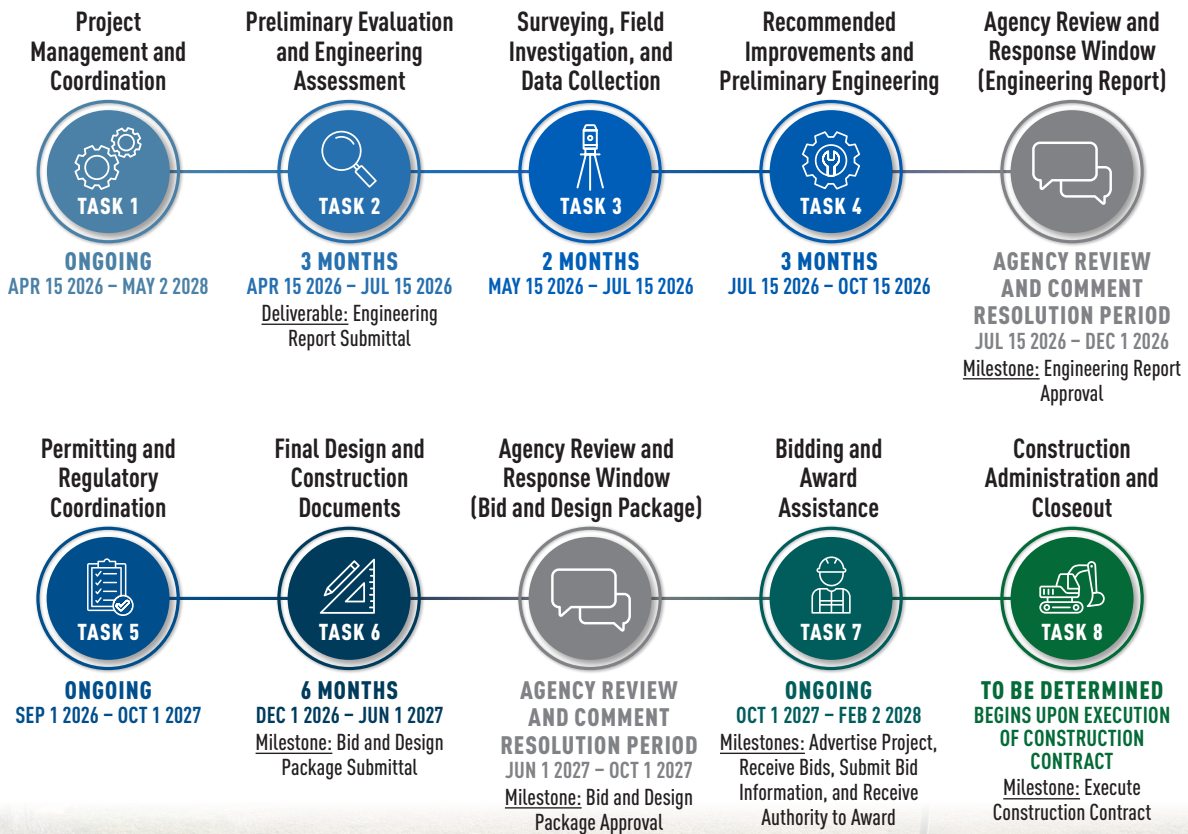
Bolton & Menk will maintain consistent, practical communication with BRWA to keep the project moving through evaluation, permitting, design, and construction. Communication will be led by the Project Manager (Leticia Rieger) and supported by the Technical Lead (Jonathan Hinkle) and discipline staff as needed to address technical questions efficiently and avoid delays.

We will establish a regular meeting cadence (virtual check-ins with BRWA staff and focused working sessions as needed during alternatives evaluation and design), document decisions and action items, and circulate concise meeting notes so BRWA has a clear record of progress and next steps.

Because this work is tied to SRF Helene funding, our communication approach also includes proactive coordination on required submittals and review steps, so BRWA is positioned to meet division requirements and scheduled milestones.

# SCHEDULE

We have developed a proposed schedule detailing anticipated work tasks, task relationships, critical path milestone dates, and completion targets. This schedule is based on our review of the scope of services and the SRF Helene LOIF milestone requirements. Upon selection, we will work with BRWA and project partners to refine and update this schedule as needed to support successful delivery and agency approvals.



**CONDITIONS**

1. Broad River Water Authority reserves the right to accept or reject any or all proposals, and to waive all technicalities.
2. The right is reserved to make award as considered to be the most advantageous to Broad River Water Authority.

**PROPOSAL**

In compliance with the request for proposal, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed.

April 10, 2026

Date

*Wesley W. Brown*

Authorized Signature

Bolton & Menk, Inc.

Company Name

Wes Brown, PE

Print or Type Name Above

1801 North Graham Street, Suite 320

Company Address

wesbr@bolton-menk.com

Company email contact

Charlotte, NC 28206

City, State, Zip

NC Sales Tax Number (Only If out of State)

704-376-1555

Company Telephone Number

41-0832249

Federal ID#

Charlotte@bolton-menk.com

Email Address

**DIRECTOR'S  
REPORT:  
LEADERSHIP  
TEAM  
March/ April 2026**



**PROJECTS**


- WTP**
- Raw Water Line Project - Carolina Specialties Construction/ Kimley Horn
    - Line completed and #3 recycle pump start up to happen late April/ early May.
  - Equipment Building Completed
  - WTP and Poors Ford Improvements - Garver
    - Bid expected mid-June. Funding Awarded \$5,513,100 (principal forgiveness) and \$1,250,000 (0% interest loan)
  - \$3.2 million funding for Raw Water Canal Improvements
    - Engineering services to begin; Engineering Report due to DWI by July 15




## PROJECTS

### Distribution

- N Cleghorn Street rehab completed
- Springhead Commons completed
- New waterline extensions
  - Dewitt Owens underway
  - Old Stonecutter upcoming
  - Poplar Creek
- Repaired/ replaced sewer to office bldg
- Generator for shop/ warehouse
  - Equipment delivered
- Hwy 221/ 74: Love's rebid
  - \$1.627 million Piedmont Utilities



## PROJECTS



### Admin/ Organizational

- AMI Infrastructure
  - Installation began 4/20
- Lead Service Line Inventory \$1M
  - Progress Meeting 4/20/26
  - GPS location of unknowns underway
- RFQs to be issued for engineering/ tech assistance
  - BRWA interconnect with Concord Community Water (grant funded \$200,000)
    - Construction grant awarded \$5.6 million
  - BRWA interconnect with ICWD/ LCF (grant funded \$100,000)

4

# PEOPLE



**2026 Training Hours:**  
**Distribution: 57**  
**WTP: 64**  
**Admin: 99**

## HR Highlights



- New Attentive Wellness Program Effective April 1
- Annual performance review process began March 23
- Stratustime - new timeclock system to launch
- Team breakfast at WTP on Wed, March 25
- Team lunch at office on Wed, April 22
- Employee Outing at Owls Game May 30



# PRIORITIES

	Volume MG	Volume MGD	Revenue	\$ Compared to prior month	\$ Compared to prior year
Oct 25	186.72 MG	6.22 MGD	\$682,313	- 10.7%	+ 3.6%
Nov 25	204.5 MG	6.82 MGD	\$732,768	+ 7.4%	+ 9.4%
Dec 25	179.6 MG	5.79 MGD	\$671,440	- 8.4%	+ 3.4%
Jan 26	201.97 MG	6.52 MGD	\$743,049	+ 10.6%	+ 0.6%
Feb 26	213.87 MG	7.64 MGD	\$742,142	0%	+ 5.0%
Mar 26	179.6 MG	5.79 MGD	\$662,115	- 10.8%	+ 3.2%



Bulk usage down by 27.8 MG = \$46,000  
 Residential usage down by 5 MG = \$30,000

### Current Conditions

as of April 21, 2026 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

# Drought Update

**BROAD RIVER WATER AUTHORITY**  
**Income Statement**  
**As of February 28, 2026**

Section I, Item 2.

	Month Ending 02/28/2026	Month Ending 01/31/2026	Year To Date 02/28/2026	Prior Year To Date 02/28/2025
<b>REVENUE</b>				
Operating Revenue				
Water Services:	739,385.24	738,168.83	5,845,004.03	5,629,621.08
Taps and Connections:	13,775.00	14,405.00	130,589.20	100,345.00
Late/ Disconnect/ Penalty Fees:	11,690.83	11,729.95	91,341.13	88,690.88
Water Testing Fees:	730.00	585.00	5,590.00	7,380.00
Billing Services:	3,496.25	3,492.65	27,967.25	27,844.20
Total Operating Revenue	<u>769,077.32</u>	<u>768,381.43</u>	<u>6,100,491.61</u>	<u>5,853,881.16</u>
Non-Operating Revenue				
Miscellaneous Revenue	3,975.00	0.00	27,647.10	0.00
Lease of Property	3,910.46	3,910.46	31,661.80	30,144.88
Interest Investment	12,300.14	13,245.91	104,918.71	125,095.64
Total Non-Operating Revenue	<u>20,185.60</u>	<u>17,156.37</u>	<u>164,227.61</u>	<u>155,240.52</u>
<b>TOTAL REVENUE</b>	<u>789,262.92</u>	<u>785,537.80</u>	<u>6,264,719.22</u>	<u>6,009,121.68</u>
<b>EXPENSES</b>				
O&M Expenses				
Salaries and Wages:	151,956.97	155,749.38	1,354,049.23	1,265,191.00
Employee Benefits and Insurance:	55,225.15	56,709.19	503,623.41	467,005.68
Materials and Chemicals:	42,951.70	15,926.48	222,007.21	307,381.31
Utilities:	56,887.86	52,848.03	411,466.94	440,651.49
Auto Fuel:	2,097.27	2,976.23	25,236.55	26,780.73
Department Supplies & Inventory:	10,071.68	24,731.00	178,061.06	256,662.47
Billing and Collections:	728.54	12,197.81	45,975.88	67,601.17
Contracted Services:	9,761.95	14,379.14	78,055.12	90,401.33
Professional Services:	4,789.58	2,070.00	47,727.23	101,952.56
Repairs and Maintenance:	4,735.55	9,630.66	43,478.55	45,629.11
Insurance Prop Liab:				
Insurance Prop Liab (ADMIN)	0.00	0.00	104,417.35	100,197.13
Insurance Claims (DIST)	0.00	0.00	2,772.21	0.00
Insurance Claims (NO DEPT)	0.00	0.00	0.00	3,256.00
Capital Outlay:	0.00	0.00	8,591.68	8,213.84
License and Subscription Fees:	1,136.00	985.00	96,228.29	96,250.38
Training and Travel	573.68	1,656.65	13,418.87	10,118.34
Miscellaneous Expenses:	0.00	1,043.02	14,621.90	146,677.02
Total O&M Expenses	<u>340,915.93</u>	<u>350,902.59</u>	<u>3,149,731.48</u>	<u>3,433,969.56</u>
Non-Operating Expenses				
Reimbursable Expenses	(57,484.28)	12,986.83	(17,092.60)	0.00
Total Non-Operating Expenses	<u>(57,484.28)</u>	<u>12,986.83</u>	<u>(17,092.60)</u>	<u>0.00</u>
Depreciation & Interest				
Depreciation	136,755.57	136,755.57	957,288.99	1,465,456.00
Interest Expense	5,365.46	5,365.46	37,558.22	137,320.00
Total Depreciation & Interest	<u>142,121.03</u>	<u>142,121.03</u>	<u>994,847.21</u>	<u>1,602,776.00</u>
<b>TOTAL EXPENSES</b>	<u>425,552.68</u>	<u>506,010.45</u>	<u>4,127,486.09</u>	<u>5,036,745.56</u>
<b>NET INCOME FY</b>	<u>363,710.24</u>	<u>279,527.35</u>	<u>2,137,233.13</u>	<u>972,376.12</u>

# BROAD RIVER WATER AUTHORITY

## Balance Sheet

### As of February 28, 2026

Year To Date 02/28/2026

<b>Current Assets</b>	
Cash NC CMT	424,399.91
Checking TD	5,969,700.60
Checking OZK	0.00
Sweep OZK	0.00
Petty Cash	2,934.98
Water Receivable	974,362.37
Sewer Receivable	346,339.77
Sanitation Receivable	91,353.52
Allowance for Doubtful Account	(105,522.74)
Unbilled Revenue	146,495.15
Grants Receivable	60,874.70
Reimbursable Receivable	0.00
State Sales Tax	149,621.96
2% Food Tax	162.00
Co Sls Tax RcvblRutherford	66,116.82
Co Sls Tax RcvblOther Countie	4,387.22
Other Receivable	0.00
Prepaid Expenses	5,777.72
<b>Total Current Assets</b>	<b>8,137,003.98</b>
<b>Noncurrent Assets</b>	
Lease Receivable	422,208.90
<b>Capital Assets</b>	
Construction in Progress	3,611,427.51
Land	886,150.11
Buildings	23,638,171.57
Water System Lines	25,683,770.65
Equipment	12,156,658.20
Furniture and Fixtures	125,173.70
Vehicles	1,100,639.72
Accumulated Depreciation	(32,876,866.14)
Capital Assets, net of depreciation	<u>34,325,125.32</u>
<b>Total Noncurrent Assets</b>	<b>34,747,334.22</b>
<b>Deferred Outflow of Resources</b>	
Pension Deferrals	724,069.00
Deferred Charge on refunding	4,300.00
<b>Total Deferred Outflow of Resources</b>	<b>728,369.00</b>
<b>Total Assets</b>	<b>43,612,707.20</b>
<b>Current Liabilities</b>	
Accounts Payable	108,186.43
Salaries Payable	0.00
Employee Deductions	(1,444.33)
Retirement Payable	30,351.39
Accrued Interest	15,791.81
Accrued Salaries	0.10
Accrued Vacation	110,984.16
Payable from restricted assets	
Customer Deposits Water	139,425.09
Customer Deposits Sewer	48,303.62
Customer Deposits Sanitation	1,631.10

# BROAD RIVER WATER AUTHORITY

## Balance Sheet As of February 28, 2026 Year To Date 02/28/2026

Customer Overpayments	12,361.99
Sewer Receipts PayableRutherford	103,245.80
Sanitation Rcpts PayableRutherford	30,973.50
Sewer Receipts PayableSpindal	140,506.85
Sanitation Rcpts PayableSpindal	34,587.07
Sewer Receipts PayableCliff	11,837.40
Water Taps County	0.00
Reserve For Sewer/ Sanitation	437,693.29
Deferred Revenue	402,826.94
<b>Total Current Liabilities</b>	<b>1,627,262.21</b>
Long Term Liabilities	
Pension Liability	988,942.00
Bonds Payable 2008	0.00
Bonds Payable 2010	0.00
Bonds Payable 2015	1,895,000.00
Bond Discount	16,951.94
<b>Total Long Term Liabilities</b>	<b>2,900,893.94</b>
<b>Total Liabilities</b>	<b>4,528,156.15</b>
Deferred Inflows of Resources	
Pension Deferrals	9,304.00
<b>Total Deferred Inflows of Resources</b>	<b>9,304.00</b>
Capital	
Net Income	2,137,045.93
Cash and Available Assets	36,938,201.12
<b>Total Capital</b>	<b>39,075,247.05</b>
<b>Total Liabilities and Capital</b>	<b>43,612,707.20</b>

**BROAD RIVER WATER AUTHORITY**  
**Income Statement**  
**As of March 31, 2026**

Section I, Item 2.

	Month Ending 03/31/2026	Month Ending 02/28/2026	Year To Date 03/31/2026	Prior Year To Date 03/31/2025
<b>REVENUE</b>				
Operating Revenue				
Water Services:	654,791.22	739,385.24	6,499,795.25	6,275,583.64
Taps and Connections:	17,075.00	13,775.00	147,664.20	112,710.00
Late/ Disconnect/ Penalty Fees:	14,452.14	11,690.83	105,793.27	100,113.03
Water Testing Fees:	675.00	730.00	6,265.00	8,280.00
Billing Services:	3,497.15	3,496.25	31,464.40	31,319.20
<b>Total Operating Revenue</b>	<b>690,490.51</b>	<b>769,077.32</b>	<b>6,790,982.12</b>	<b>6,528,005.87</b>
Non-Operating Revenue				
Miscellaneous Revenue	3,673.34	3,975.00	31,320.44	0.00
Lease of Property	3,910.46	3,910.46	35,572.26	33,803.17
Interest Investment	11,742.24	12,300.14	116,660.95	142,713.73
<b>Total Non-Operating Revenue</b>	<b>19,326.04</b>	<b>20,185.60</b>	<b>183,553.65</b>	<b>176,516.90</b>
<b>TOTAL REVENUE</b>	<b>709,816.55</b>	<b>789,262.92</b>	<b>6,974,535.77</b>	<b>6,704,522.77</b>
<b>EXPENSES</b>				
O&M Expenses				
Salaries and Wages:	152,852.71	151,956.97	1,506,901.94	1,405,883.33
Employee Benefits and Insurance:	56,160.65	55,225.15	559,784.06	521,794.85
Materials and Chemicals:	25,614.50	42,951.70	247,621.71	331,477.20
Utilities:	48,844.55	56,887.86	460,311.49	490,920.50
Auto Fuel:	5,409.19	2,097.27	30,645.74	33,095.95
Department Supplies & Inventory:	38,431.36	10,071.68	216,492.42	287,874.71
Billing and Collections:	9,818.20	728.54	55,794.08	77,079.59
Contracted Services:	12,848.37	9,761.95	90,903.49	93,108.27
Professional Services:	5,987.08	4,789.58	53,714.31	124,128.41
Repairs and Maintenance:	3,196.85	4,735.55	46,675.40	49,384.53
Insurance Prop Liab:				
Insurance Prop Liab (ADMIN)	0.00	0.00	104,417.35	100,197.13
Insurance Claims (DIST)	0.00	0.00	2,772.21	0.00
Insurance Claims (NO DEPT)	0.00	0.00	0.00	3,256.00
Capital Outlay:	0.00	0.00	8,591.68	10,295.59
License and Subscription Fees:	3,876.00	1,136.00	100,104.29	96,645.06
Training and Travel	2,275.97	573.68	15,694.84	13,696.35
Miscellaneous Expenses:	0.00	0.00	14,621.90	146,677.02
<b>Total O&amp;M Expenses</b>	<b>365,315.43</b>	<b>340,915.93</b>	<b>3,515,046.91</b>	<b>3,785,514.49</b>
Non-Operating Expenses				
Reimbursable Expenses	10,065.30	(57,484.28)	(7,027.30)	0.00
<b>Total Non-Operating Expenses</b>	<b>10,065.30</b>	<b>(57,484.28)</b>	<b>(7,027.30)</b>	<b>0.00</b>
Depreciation & Interest				
Depreciation	136,755.57	136,755.57	1,094,044.56	1,648,638.00
Interest Expense	5,365.46	5,365.46	42,923.68	154,485.00
<b>Total Depreciation &amp; Interest</b>	<b>142,121.03</b>	<b>142,121.03</b>	<b>1,136,968.24</b>	<b>1,803,123.00</b>
<b>TOTAL EXPENSES</b>	<b>517,501.76</b>	<b>425,552.68</b>	<b>4,644,987.85</b>	<b>5,588,637.49</b>
<b>NET INCOME FY</b>	<b>192,314.79</b>	<b>363,710.24</b>	<b>2,329,547.92</b>	<b>1,115,885.28</b>

# BROAD RIVER WATER AUTHORITY

## Balance Sheet

### As of March 31, 2026

Year To Date 03/31/2026

Current Assets	
Cash NC CMT	428,862.57
Checking TD	6,323,747.75
Checking OZK	0.00
Sweep OZK	0.00
Petty Cash	2,934.98
Water Receivable	883,606.59
Sewer Receivable	317,830.81
Sanitation Receivable	89,105.60
Allowance for Doubtful Account	(105,522.74)
Unbilled Revenue	146,495.15
Grants Receivable	60,874.70
Reimbursable Receivable	0.00
State Sales Tax	154,919.84
2% Food Tax	163.23
Co Sls Tax RcvblRutherford	68,624.34
Co Sls Tax RcvblOther Countie	4,389.07
Other Receivable	0.00
Prepaid Expenses	4,333.29
Total Current Assets	8,380,365.18
Noncurrent Assets	
Lease Receivable	422,208.90
Capital Assets	
Construction in Progress	3,611,427.51
Land	896,150.11
Buildings	23,638,171.57
Water System Lines	25,747,307.46
Equipment	12,174,116.11
Furniture and Fixtures	125,173.70
Vehicles	1,100,639.72
Accumulated Depreciation	(33,013,621.71)
Capital Assets, net of depreciation	34,279,364.47
Total Noncurrent Assets	34,701,573.37
Deferred Outflow of Resources	
Pension Deferrals	724,069.00
Deferred Charge on refunding	3,439.99
Total Deferred Outflow of Resources	727,508.99
Total Assets	43,809,447.54
Current Liabilities	
Accounts Payable	165,507.14
Salaries Payable	(341.57)
Employee Deductions	(2,463.11)
Retirement Payable	(1,204.41)
Accrued Interest	23,687.64
Accrued Salaries	0.10
Accrued Vacation	110,984.16
Payable from restricted assets	
Customer Deposits Water	138,088.78
Customer Deposits Sewer	48,186.22
Customer Deposits Sanitation	1,602.50

BROAD RIVER WATER AUTHORITY  
 Balance Sheet  
 As of March 31, 2026  
 Year To Date 03/31/2026

Customer Overpayments	12,467.12
Sewer Receipts PayableRutherford	102,386.84
Sanitation Rcpts PayableRutherford	32,827.07
Sewer Receipts PayableSpindal	138,676.39
Sanitation Rcpts PayableSpindal	35,641.27
Sewer Receipts PayableCliff	19,268.65
Water Taps County	0.00
Reserve For Sewer/ Sanitation	406,936.41
Deferred Revenue	402,826.94
Total Current Liabilities	1,635,078.14
Long Term Liabilities	
Pension Liability	988,942.00
Bonds Payable 2008	0.00
Bonds Payable 2010	0.00
Bonds Payable 2015	1,895,000.00
Bond Discount	13,561.56
Total Long Term Liabilities	2,897,503.56
Total Liabilities	4,532,581.70
Deferred Inflows of Resources	
Pension Deferrals	9,304.00
Total Deferred Inflows of Resources	9,304.00
Capital	
Net Income	2,329,360.72
Cash and Available Assets	36,938,201.12
Total Capital	39,267,561.84
Total Liabilities and Capital	43,809,447.54