



AGENDA

Lower Cape Fear Water & Sewer Authority
1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina
9:00 a.m. – Regular Monthly Board Meeting
August 8, 2022

MEETING CALL TO ORDER: Chairman Rivenbark

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF CONSENT AGENDA

- C1** - Minutes of July 11, 2022, Regular Board Meeting
- C2** - Kings Bluff Monthly Operations and Maintenance Report
- C3** - Bladen Bluffs Monthly Operations and Maintenance Reports
- C4** - Budget Amendment #4

OLD BUSINESS

- OB1**- Resolution for the Aerial Crossing Bid Proposal for the existing 48-inch pipeline.
 - A)** A Resolution of Lower Cape Fear Water & Sewer Authority Exempting Lower Cape Fear Water & Sewer Authority from The Provisions of N.C.G.S. §143-64.31
 - B)** Resolution Authorizing the Proposal for Professional Consulting Engineering Services Existing 48" Aerial Crossing at Livingston Creek Structural Design for Platform – Amendment #1
- OB2**- Discussion on proposed method of payment for the November 2021 48-inch pipeline leak repair.
- OB3**- No Cost Solutions Audit Proposal regarding Electric Utilities for LCFWASA

ENGINEER'S COMMENTS

ATTORNEY COMMENTS

EXECUTIVE DIRECTOR REPORT

- EDR1**–Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending July 31, 2022
- EDR2**–Operating Budget Status, Ending June 30, 2022
- EDR3**–Summary of Activities

DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS

PUBLIC COMMENT

CLOSED SESSION

CS1 – Closed session pursuant to N.C.G.S. § 143-318.11(a)(3) to discuss with attorney matters within the attorney-client privilege related to the following pending lawsuit:

Cape Fear Public Utility Authority, Brunswick County, Lower Cape Fear Water & Sewer Authority, and Town of Wrightsville Beach v. The Chemours Company FC, LLC, E.I. Du Pont De Nemours and Company, and The Chemours Company; United States District Court for the Eastern District of North Carolina, Case No. 7:17-CV-00195-D and Case No. 7:17-CV-00209-D.

Closed session pursuant to N.C.G.S. § 143-318.11(a)(3) to discuss with attorney a separate matter within the attorney-client privilege.

ADJOURNMENT

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

AGENDA ITEM

To: CHAIRMAN RIVENBARK AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: August 8, 2022

Re: Consent Agenda

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

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

C1- Minutes of July 11th, 2022, Regular Board Meeting

C2- Kings Bluff Monthly Operations and Maintenance Report

C3- Bladen Bluffs Monthly Operations and Maintenance Report

C4- Budget Amendment #4

Action Requested: Motion to approve/disapprove Consent Agenda.

Lower Cape Fear Water & Sewer Authority
Regular Board Meeting Minutes
July 11th, 2022

Chairman Rivenbark called to order the Authority meeting scheduled on July 11th, 2022, at 9:00 a.m. and welcomed everyone present. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina. Director Norris gave the invocation.

Roll Call by Chairman Rivenbark:

Present: Norwood Blanchard, Patrick DeVane, Wayne Edge, Harry Knight, Jackie Newton, Phil Norris, Charlie Rivenbark, Bill Sue, and Frank Williams

Present by Virtual Attendance: Al Leonard, Scott Phillips, Bill Saffo, Chris Smith, and Rob Zapple

Absent: None

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

Guests Present: Glenn Walker, Brunswick County Water Resources Manager; Ken Waldroup, Cape Fear Public Utility Authority Executive Director; Heidi Cox, NC DEQ Regional Engineering Supervisor, Division of Water Infrastructure; and Linda Mills, Cape Fear Public Utility Authority General Counsel

Guests Virtual Attendance: Tom Hendrick, Pender County Utilities; John Nichols, Brunswick County Public Utilities Director; James Proctor, Water & Sewer Superintendent; and Jordan Clark, Computer Warriors

PLEDGE OF ALLEGIANCE: Chairman Rivenbark led the Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA

C1 - Minutes of June 6, 2022, Regular Board Meeting

C2 - Minutes of June 6, 2022, Personnel Committee Meeting

C3 - Kings Bluff Monthly Operations and Maintenance Report

C4 - Bladen Bluffs Monthly Operations and Maintenance Reports

Motion: Director Sue **MOVED**; seconded by Director Williams, approval of the Consent Agenda Items C1-C4 as presented. Upon vote, the **MOTION CARRIED UNANIMOUSLY**.

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Patrick DeVane	X			
Wayne Edge	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Phil Norris	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo	X			
Chris Smith	X			
Bill Sue	X			
Frank Williams	X			
Rob Zapple				X
	13	0	0	1

OLD BUSINESS

OB1- Fuquay-Varina Water Supply and Interbasin Transfer Project

Executive Director Holloman advised he would review the presentation for the Cape Fear River Raw Water Allocation and Supply borrowed from CFPWA. The presentation was completed by McKim and Creed back on April 22, 2021, with key topics on the 106 MGD allocation, the basis of allocation, and Jordan Lake Management. Executive Director Holloman wanted to focus on the 7Q10. The 7Q10 is the lowest average flow (Q) for seven (7)

consecutive days expected to occur on average one in ten (10) years based on the historical record. Not the lowest flow of the record, but the lowest 7-day average with a 10-year recurrence interval. The 7Q10 is what the base the withdrawals on.

ENGINEER'S COMMENTS

Jess Powell advised McKim & Creed is working on the design drawings for the walkway for the existing 48-inch pipeline.

ATTORNEY COMMENTS

No comments

EXECUTIVE DIRECTOR REPORT

EDR1 – Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending June 30, 2022

Executive Director Holloman reported that during the month of June 2022, Brunswick County and CFPWA were above projections. Monthly revenue was up last month. A preliminary notification was given to LCFWASA advising the rate study, and the 10-mile parallel expansion was approved with a grant amount of \$275,000.

DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS

No comments

PUBLIC COMMENT

No comments

CLOSED SESSION

Chairman Rivenbark requested a motion to go into a closed session to discuss Attorney-Client Privilege.

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

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Patrick DeVane	X			
Wayne Edge	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Phil Norris	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo	X			
Chris Smith	X			
Bill Sue	X			
Frank Williams	X			
Rob Zapple	X			
	14	0	0	0

At 9:27 a.m., the board went into closed session. At 10:00 a.m., the board returned to open session. Discussion only; no action required.

ADJOURNMENT

There being no further business, Chairman Rivenbark adjourned the meeting at 10:01 a.m.

Respectfully Submitted:

Harry Knight, Secretary

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT
Kings Bluff Pump Station



246 Private Road
Riegelwood, NC 28456
(910) 655-4799 Office
(910) 655-4798 FAX

TO: Tim Holloman

FROM: Jack Hogan

DATE: 7/1/2022

SUBJECT: Monthly maintenance report for July 2022

Mr. Holloman,

The Maintenance and Operations of the king's bluff facility for the month of July were performed as prescribed in the station SOP'S and other items are as follows.

The diesel drive booster pumps along with the standby SCADA generator located at the raw tank and the SCADA generator located at INVISTA / CFPUA vaults off HWY 421 were run and tested weekly and verified standby ready.

KB personnel completed all locates issued by the 811 system.

KB personnel replaced the dump valve on the 1,000-gallon tank at generator building.

KB personnel painted the 1,000-gallon air tank at generator building.

KB personnel completed the sheetrock in the old office and has primed it.

KB personnel completed level one service on 2012 Ram 3500 and 2021 GMC 3500.

Contractors:

NEWCOMB completed quarterly PM on 1,2 & 3 HVAC units at VFD room.

LJ'S mowed the station and Authority farm.

O'Brien HVAC completed installation of new air handling unit in the old office area.

Thank you,
Jack Hogan

Bladen Bluffs SWTP Maintenance Report

Date: 8/3/2022

ISSUE:

PLAN OF ACTION:

Air on finished water line (from GAC)	Installed trial valves – currently testing
Running spare cl2 lines to settled/finished	Scheduled late August
All PLC need updated	Getting quotes
Ordering backup drives for all pumps	Ordered – One came in
Found small leak in lagoon liner	Contractor has inspected
CL2 leaks	FIXED
Clearwells Inspection	Inspection COMPLETE, awaiting recommendations
Keep losing radio signal in finished building	Plan to install fiber – fiber ordered
Lost signal to three cameras at river	Cameras ordered
Floor needs repair and slope in Cl2 containment	Scheduled for this month
Generator did not go under load properly	COMPLETE
Air compressor #2 not working	Part ordered
Sample drain line at clearwells clogged	FIXED
1720Es and CL17s discontinued with Hach	Finding replacements for future



Lower Cape Fear Water & Sewer Authority
Leland, North Carolina

BUDGET AMENDMENT #4
Fiscal Year 2021 - 2022

BE IT ORDAINED by the Board of Directors of the Lower Cape Fear Water & Sewer Authority that the following amendments are made to the FY 2021-2022 Annual Budget Ordinances as follows:

Section 1: To amend the **Operating Revenue** the appropriations are to be changed as follows:

Bladen Bluffs Revenue:	Increase
3001-01 – 01 Bruns County Public Utility	\$ 198,538

Section 2: To amend the **Operating Expenses** the appropriations are to be changed as follows:

Operating Fund:	Increase
4501-00 · Sales Tax Expense - Other	\$ 12,777
4510-01 – Bladen Bluffs Expenses	\$ 185,761
Total	\$ 198,538

Section 3: Copies of this Budget Amendment shall be furnished to the Budget Officer for direction in the carrying out of his duties.

Approved as to the availability of funds:

 Tim H. Holloman, Finance Officer

This Budget Amendment adopted this 8th day of August 2022.

 Charlie Rivenbark, Chairman

ATTEST:

 Harry Knight, Secretary

AGENDA ITEM

To: CHAIRMAN RIVENBARK AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: August 8, 2022

Re: Aerial Crossing Bid Proposal

- A) A Resolution of Lower Cape Fear Water & Sewer Authority Exempting Lower Cape Fear Water & Sewer Authority from The Provisions of N.C.G.S. §143-64.31**
- B) Resolution Authorizing the Proposal for Professional Consulting Engineering Services Existing 48" Aerial Crossing at Livingston Creek Structural Design for Platform – Amendment #1**

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

Background: During the early construction of the 54" parallel line, Kings Bluff staff inquired about the possibility of constructing an aerial platform for the existing 48" line to provide safe access. McKim and Creed have completed the design phase approved by the Board for \$9,800. Now we need to move to bid and construction monitoring.

To proceed, the following items are presented for consideration of approval.

- A) Lower Cape Fear Water & Sewer Authority Exempting Lower Cape Fear Water & Sewer Authority from the Provisions of N.C.G.S. §143-64.31**
- B) Proposal for Professional Consulting Engineering Services Existing 48" Aerial Crossing at Livingston Creek Structural Design for Platform – Amendment #1**

Attachment: Proposal

Action Requested: Motion to approve

- Item A
- Item B

**A RESOLUTION OF
LOWER CAPE FEAR WATER & SEWER AUTHORITY
EXEMPTING LOWER CAPE FEAR WATER & SEWER AUTHORITY
FROM THE PROVISIONS OF N.C.G.S. §143-64.31**

Whereas, N.C.G.S. §143-64.31 requires Lower Cape Fear Water & Sewer Authority (the "Authority") to conduct an initial selection of firms to provide engineering services without regard to fee; and

Whereas, N.C.G.S. §143-64.32 permits the Authority to exempt projects from the provisions of N.C.G.S. §143-64.31 in the case of proposed projects where the estimated professional fee is less than \$50,000.00; and

Whereas, the Authority proposes to enter into a contract with McKim & Creed, Inc. for engineering services as described hereinafter; and

Whereas, the estimated professional fee for the work to be done by McKim & Creed, Inc. in connection with such project is less than \$50,000.00; and

Whereas, the Authority by its execution of this resolution intends to waive the requirements of N.C.G.S. §143-64.31.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Lower Cape Fear Water & Sewer Authority as follows:

1. Pursuant to N.C.G.S. § 143-64.32, the Authority hereby exempts the following project from the provisions of N.C.G.S. § 143-64.31: McKim & Creed Proposal for Professional Consulting Engineering Services Existing 48" Aerial Crossing at Livingston Creek Structural Design for Access Platform - Amendment #1.
2. This Resolution shall be effective upon passage.

This Resolution adopted this 8th day of August 2022.

Charlie Rivenbark, Chairman

ATTEST:

Harry Knight, Secretary

Resolution Authorizing the Chairman to Execute Proposal for Professional Consulting Engineering Services Existing 48" Aerial Crossing at Livingston Creek Structural Design for Access Platform – Amendment #1

Whereas, Lower Cape Fear Water & Sewer Authority (the Authority) will have McKim & Creed provided the following Amendment #1 to the current contract for structural design of an access platform for the existing 48-inch raw water main over Livingston Creek.; and

Whereas, McKim & Creed will provide the following services during the Bidding Phase of the Project necessary information to LCFWASA for the preparation of project bid advertisement, necessary information for the preparation of the bid package that will be utilized for bid solicitation. Conduct the Pre-Bid meeting and issue minutes. Assist in answering bidder's questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required. Issue addendums. Provide LCFWASA with one set of official, signed, and sealed construction document sets for their file. Conduct the bid opening. Review bid packages and prepare the certified bid tabulations. Provide written letter of recommendation of award. Compile contract documents for execution; and

Whereas, McKim & Creed will provide the following services during the Construction Phase of the Project provide a sealed combined set of "Issued for Construction" Construction Drawings and Technical Specifications, attend preconstruction conference, and attend progress meetings. Respond to Requests for Information (RFI's) submitted by contractor during construction. Review shop drawings submitted by the contractor for compliance with contract requirements. Review contractor's pay requests and provide recommendation for payment in accordance with the work completed & the contract documents. Review contractor Change Order requests and provide recommendations as the Engineer of Record to LCFWASA. Endeavor to resolve problems in a timely manner as work proceeds and involve appropriate parties in resolving disputes and problems associated with the project. Prepare Record Drawings based on contractor field and red-line markups. McKim & Creed's construction observer will also maintain field markups for use in preparing the Record Drawings. McKim & Creed will provide LFWASA with signed and sealed documents in PDF format. Structural Engineer to make one field visit for final inspection. Provide periodic field observation as needed during construction at an estimated: o 60 total hours for the project duration. Field-verify quantities of work completed for pay application processing. Maintain a red-line set of markups of construction conditions to supplement contractor red-line markups for preparation of record drawings. Perform inspections of project at Substantial and Final Completion. Prepare punch-list and coordinate completion of punch-list items with Contractor. Provide written reports of activities observed on site for each day observer is on-site.; and

Whereas, the detailed proposal will have a lump sum of \$5,000 for the Bid Phase and lump sum of \$17,500 for Construction Phase for a total of \$22,500; and

Whereas, based on McKim & Creeds demonstrated competence and qualification for this type of professional services at a fair and reasonable price, the Authority proposes to enter a contract with McKim & Creed, Inc. for engineering services as described hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Lower Cape Fear Water & Sewer Authority as follows:

This Resolution adopted this 8th day of August 2022.

Charlie Rivenbark, Chairman

ATTEST:

Harry Knight, Secretary



ENGINEERS

SURVEYORS

PLANNERS

July 29, 2022

M&C 220423

Mr. Tim Holloman, Executive Director
 Lower Cape Fear Water & Sewer Authority
 1107 New Pointe Blvd Suite 17
 Leland, NC 28451

RE: Proposal for Professional Consulting Engineering Services
 Existing 48" Aerial Crossing at Livingston Creek
 Structural Design for Access Platform – Amendment #1

Dear Mr. Holloman:

As requested by the Lower Cape Fear Water and Sewer Authority (LCFWASA), McKim & Creed has provided the following Amendment #1 to the current contract for structural design of an access platform for the existing 48-inch raw water main over Livingston Creek. Our detailed scope of services is provided as follows:

Scope of Services

Bid Phase Services

McKim & Creed will provide the following services during the Bidding Phase of the Project:

- Provide necessary information to LCFWASA for the preparation of project bid advertisement.
- Provide necessary information for the preparation of the bid package that will be utilized for bid solicitation.
- Conduct the Pre-Bid meeting and issue minutes.
- Assist in answering bidder's questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
- Issue addendums.
- Provide LCFWASA with one set of official, signed and sealed construction document sets for their file.
- Conduct the bid opening.
- Review bid packages and prepare the certified bid tabulations.
- Provide written letter of recommendation of award.

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

- Compile contract documents for execution.
- Provide for two (2) sets of documents for execution.

Construction Phase Services

- Provide a sealed combined set of “Issued for Construction” Construction Drawings and Technical Specifications.
- Attend preconstruction conference.
- Attend progress meetings.
- Respond to Requests for Information (RFI’s) submitted by contractor during construction.
- Review shop drawings submitted by the contractor for compliance with contract requirements.
- Review contractor’s pay requests and provide recommendation for payment in accordance with the work completed & the contract documents.
- Review contractor Change Order requests and provide recommendations as the Engineer of Record to LCFWASA.
- Endeavor to resolve problems in a timely manner as work proceeds and involve appropriate parties in resolving disputes and problems associated with the project.
- Prepare Record Drawings based on contractor field and red-line markups. McKim & Creed’s construction observer will also maintain field markups for use in preparing the Record Drawings. McKim & Creed will provide LFWASA with signed and sealed documents in PDF format.
- Structural Engineer to make one field visit for final inspection.
- Provide periodic field observation as needed during construction at an estimated:
 - 60 total hours for the project duration
- Field-verify quantities of work completed for pay application processing.
- Maintain a red-line set of markups of construction conditions to supplement contractor red-line markups for preparation of record drawings.
- Perform inspections of project at Substantial and Final Completion.
- Prepare punch-list and coordinate completion of punch-list items with Contractor.
- Provide written reports of activities observed on site for each day observer is on-site.

Exclusions

Our scope of services does not include the following:

1. Additional survey of the project area. The project will utilize survey information from the Kings Bluff 54" Raw Water Main project.
2. New site visits to verify existing current conditions.
3. Non-destructive testing of existing piping, concrete, steel or masonry requiring investigation or material testing, that includes coring or sampling, x-ray, sonar or ground penetrating radar, or dye penetrant. In the event such testing is warranted an amendment to the proposal will be provided to the Client subject for approval.
4. Testing of existing anchor bolt, connection bolt, or welded material capacities.
5. Testing of existing material for chemical composition or material grades.
6. Load testing to verify existing assembly deflections.

Fee

We propose to perform this work per the fee table below:

<u>Task</u>	<u>Fee</u>	<u>Fee Type</u>
Bid Phase Services	\$5,000	Lump Sum
Construction Phase Services	\$17,500	Lump Sum
TOTAL	\$22,500	

Acceptance

If acceptable, sign and return (1) copy of this document and all attachments for our files. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for thirty (30) days from the date of the proposal.

McKim & Creed looks forward to working with you on this project.

Sincerely,

McKIM & CREED, INC.



Jess Powell, P.E.
Project Manager

Accepted by:

LOWER CAPE FEAR WATER & SEWER AUTHORITY

NAME: Charlie Rivenbark

SIGNATURE: _____

TITLE: Chairman, Board of Directors

DATE: _____

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2022

Finance Officer, Lower Cape Fear Water and Sewer Authority

AGENDA ITEM

To: CHAIRMAN RIVENBARK AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: August 8, 2022

Re: Proposed Method of Payment for November 2021 48" leak repair

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

Background: LCFWASA is in the process of building funds to handle emergency situations. There is a need for an alternate funding method until Renewal, Replacement, and Enterprise funds are rebuilt to handle Board approved projects.

There have been multiple meetings with Brunswick, Pender, and CFPUA regarding the payment of this debt. McKim and Creed also evaluated the method presented and recommended by the three largest partners.

The method being recommended is the breakdown of total repair cost calculated by a percentage of customer utilization.

The Authority received the final bill for the emergency service in early June, and partners have worked together to help LCFWASA meet its obligations.

Attachment: Spreadsheet of Breakdown

Action Requested: Motion to approve

	Brunswick County	Pender County	Praxair	Stepan	CFPUA	Totals
Total Repair Cost	\$2,521,503.84	\$2,521,503.84	\$2,521,503.84	\$2,521,503.84	\$2,521,503.84	\$2,521,503.84
System Utilization %	24.91%	13.63%	2.34%	2.46%	56.66%	100.00%
Total Share	\$627,988.92	\$343,775.03	\$59,083.82	\$61,947.68	\$1,428,708.38	\$2,521,503.84

AGENDA ITEM

To: CHAIRMAN RIVENBARK AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: August 8, 2022

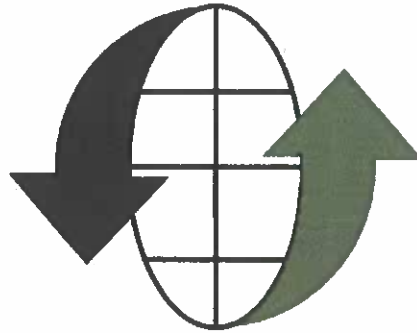
Re: Electric Utility Audit

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

Background: No cost Solutions approached the Authority in April about providing Utility Audit services to the Authority. This was presented to the Board, and there was some discussion regarding the issue; it was mentioned that the Authority had engaged in this service some years ago. It was performed annually. After this meeting, the Director worked with the Attorney to issue an RFQ, and Friday, July 22nd, was the deadline. We only received one submittal from No Cost Solutions.

Attachment: Submittal of RFQ

Action Requested: Motion to approve



No Cost Solutions

Costs Down, Profits Up

**Audit Proposal
For
Lower Cape Fear Water & Sewer
Authority**

July 7, 2022

The following information is in response to the RFQ for Utility Billing Auditing Services as requested by the Lower Cape Fear Water and Sewer Authority.

1. Contact information

Mitchell Lewis: P.O. Box 4846 Greensboro, NC 27404; mlewis@ncsaudit.com; (336) 706-2470

Randy Lewis: P.O. Box 4846 Greensboro, NC 27404, rlewis@ncsaudit.com, (336) 706-3705

2. Understanding of the Project

No Cost Solutions met with Director, Tim Holloman on April 25th, 2022 at LCFWASA's office. NCS had received Duke Energy invoices on April 7, 2022 from LCFWASA dated February 2021-March 2022 to review before our meeting with Tim. We discussed with Tim the Demand Authorization Reduction program and a few additional items that were in the Authority's benefit. NCS agrees that the DAR program is most cost effective and NCS will not affect the Authority and its participation in such program. NCS will review and evaluate all other utility line items. NCS will audit and analyze for any billing errors, overcharges, or other billing discrepancies. Tim has asked us if we suggest operational changes and if the Authority is bound to pay anything should it reject the findings and doesn't make the changes. NCS does not make any operational suggestions. We solely audit the billing side of the Authority's utilities. For Tim's second question, if the Authority decides not to implement the findings, then NCS is not owed compensation. If savings opportunities are found, we will present those to the Authority with detailed explanation and can only implement with the Authority's written authorization.

3. Methodology and Management for the Project

No Cost Solutions (NCS) will provide the following to the Lower Cape Fear Water and Sewer Authority (LCFWASA):

- NCS will audit the past 36 months electric, natural gas, water/sewer, and 6 months telecom (local, long distance, data, wireless, Internet) invoices to determine any erroneous charges billed by LCFWASA's utility vendors.
- NCS will obtain billing histories, Customer Service Records, and other required information directly from the vendors.
- NCS will notify utility vendor of any billing error and work with the vendor to ensure proper credit and correction of past billing mistake(s).
- NCS will analyze LCFWASA's utility invoices to identify all cost inefficiencies.
- NCS will prepare written documentation detailing cost inefficiencies and potential cost savings.
- Cost Saving Findings can only be implemented by NCS upon written approval from LCFWASA.
- Once written authorization is received, NCS will work with the vendor to ensure the Cost Savings Findings are implemented correctly and completely.
- Cost Savings Findings are defined as:
 - Reduction in unit cost
 - Removal of charges
 - Reduction in fees, taxes, or other vendor charges
- NCS will update LCFWASA periodically during the audit.

- NCS will prepare a final audit report detailing all audit findings and will present to LCFWASA at the conclusion of the audit. Final audit report will explain all areas of cost savings, which will include a description of all billing overcharges and savings recommendations.
- All NCS invoices will be based on actual refunds and approved cost savings. NCS does not invoice based on projections or estimations.

Average time frame for audit completion is 6-8 weeks. However, NCS will notify LCFWASA with savings opportunity upon identifying them. In addition, NCS will perform an annual audit to ensure LCFWASA's costs remain correct and cost efficient. Our goal is to be LCFWASA's continued partner, meaning we do not perform a one-time audit. For every contracted year, we will fully re-audit the previous 12 months to guarantee the Authority remains 100% cost effective.

4. Compensation

- There is no cost for NCS to audit the invoices for LCFWASA. If no errors or cost reductions are found, no fee or compensation will be due to NCS. NCS' compensation is based entirely on the audit findings.
- If NCS obtains a refund/credit due to past erroneous charges, NCS will receive fifty percent (50%) of the refund/credit upon receipt by LCFWASA. Method of refund received by LCFWASA is if the refund amount is greater than the bill amount, NCS will usually request vendor send LCFWASA a check for the refund amount. If the refund amount is less than the bill amount, NCS will usually request the vendor credit the account. Refund method is ultimately decided by LCFWASA.
- If LCFWASA approves and implements the Cost Savings Findings, NCS will receive twenty-five percent (25%) of the first twenty-four (24) months of actual savings. Invoices will be determined monthly based on the actual LCFWASA vendor invoice savings.

5. Experience & Qualifications

No Cost Solutions is a subsidiary of LD Audit Solutions. LDAS was founded in 2019 by Randy Lewis, Zachary Daughtry, and Mitchell Lewis. Zach and Mitchell have been helping clients verify their utility and telecom invoices since 2019. Randy Lewis started his career in Utility and Telecom Auditing in 1991. Randy founded Carolina Auditing Services, Cost Analysts, and co-founded P3 Cost Analysts. Over the past 31 years, Randy has worked with thousands of organizations in the United States, Canada, and Internationally adding millions of dollars back to their bottom lines. Randy sold Cost Analysts in 2018. As part of his company's purchase, he had an obligation to remain with the new owner's company until October 2021. As part of the sale, all client information and references prior to October 2021 was purchased by the new ownership group.

Our experience is based on having audited thousands of organizations since 1991, and the privilege of working with government/municipal/and local organizations across the USA. We do not divulge client audit results as all client information is confidential per our agreement, just as LCFWASA's audit results and information would be confidential.

Here are a few of the agencies Randy, Mitchell, and Zach have partnered with over the past 5 years:

Client	City	State
Town of Matthews	Matthews	North Carolina
Pointe Coupee	New Roads	Louisiana
City of Reidsville*	Reidsville	North Carolina
Town of Hillsborough*	Hillsborough	North Carolina
City of Jamestown*	Jamestown	North Carolina
City of Archdale*	Archdale	North Carolina
City of Siler City*	Siler City	North Carolina
Town of Butner*	Butner	North Carolina
Pitt County Schools*	Greenville	North Carolina
Glynn County*	Brunswick	Georgia
Rabun County*	Clayton	Georgia

*-included in the sale

6. Vendor Tax ID

Federal Tax ID: 83-3684401. W9 will be attached as separate attachment.

7. Assumptions regarding Authority Actions and Participation

As mentioned, we already have the Authority's Duke Energy invoices from February 2021-March 2022. It may be possible to obtain LCWASA's invoices from the vendor web portal. If available LCWASA will need to provide NCS with access to obtain the remaining invoices. If LCFWASA does not have online access, then LCWASA will need provide invoices for April 2022-current month.



No Cost Solutions
P.O. Box 4846
Greensboro, NC 27404

To Whom It May Concern:

We highly recommend No Cost Solutions' utility and telecom audit service to any business concerned with their profitability. In today's economic environment, it is imperative to ensure that our money is spent correctly. No Cost Solutions analyzed our contracts, tariffs, bills and educated us on the complexities of how our utility and telecom charges were calculated. With No Cost Solutions' audit service, they were able to identify multiple areas where we were overbilled on our electricity and telecom invoices without affecting our operations or outlaying any capital expense. We look forward to our continued relationship with No Cost Solutions as they partner with us to correct any further billing issues.

Sincerely,

Wes Barnes
President
Aplix, Inc.

APLIX Inc.
12300 Steele Creek Road
NC 28273 CHARLOTTE
USA
Tel : +(1) 704 588 1920 Fax : +(1) 704 588 1941



No Cost Solutions
P.O. Box 4846
Greensboro, NC 27404

To Whom It May Concern:

We want to express our appreciation for the audit of our utility and telecom accounts. We will be able to use the refund and cost savings to help our school and our children. We would recommend No Cost Solutions to any organization. It's a Win-Win.

Sincerely,

Kathy Coke
Director of Operations and Admissions

AUDIT AGREEMENT

State: North Carolina
 Date of Agreement: _____
 Client: _____

County: _____

Consultant: LD Audit Solutions dba No Cost Solutions

Purpose and Duration

The purpose of Agreement is to state the terms and conditions under which Consultant is to provide Client with consulting services designed to obtain refunds and cost reductions in the areas of Utilities and Telecom Expenses. The duration of this Agreement shall be for one year. After the initial term, either party may terminate this agreement with a 30-day written notice however, any fees due Consultant will continue to be paid after expiration of this period as stated below. Should the implementation of any item be delayed for any reason, Consultant will receive payment upon the implantation of said item(s) based on the schedule below.

In consideration of the mutual promises contained within this Agreement, the parties agree to the following:

Audit Services

Consultant will:

- Analyze Client current and prior vendor invoices to identify errors and over charges
- Work with applicable vendor(s) to correct all errors identified and obtain credit/refund for the full amount of erroneous charges (within the state Statute of Limitations)
- Present to Client documentation detailing all cost reduction opportunities identified by Consultant.
- Work with applicable vendor(s) to implement all Client authorized cost reduction items. Consultant cannot implement any item without written authorization from Client.
- Prepare and present to Client a 'Final Audit Report' that will detail all billing issues identified, corrected, and Implemented
- Obtain each month, vendor invoices to calculate actual cost savings (if applicable). If Client bills cannot be obtained via vendor portal, Client will provide Consultant the applicable invoice copies within 10 days of receipt by client from Vendor.
- Perform an annual audit of Client vendor invoice to identify new errors and over charges billed by Client vendor for the term of the cost reduction compensation.

Client agrees to compensate Consultant as follows:

Refund/Credits: Consultant will receive a fifty percent (50%) share of all the refund/credits received because of Consultant's efforts payable upon receipt of the Client from vendor.

Cost Reductions: Consultant will receive a percentage share of all the savings which are created by Consultant's efforts based on the following schedule:

25% of the first twenty-four (24) months of actual savings payable monthly

All invoices are due upon receipt. Invoices paid over 30 days will be subject to a 1.5% late fee. Client agrees that its utility and telecom services are currently not under cost reduction evaluation by Client or any Third Party. Any item that is to be excluded from Consultant's efforts will be identified by Client as an attachment to this agreement prior to the start of the audit. If an item is not excluded in writing prior to the audit and savings are obtained by Client on that item, full compensation will be due Consultant as stated within the terms of this Agreement.

Other:

- A. Nothing in the Agreement shall be deemed to limit or abridge the right of Client to change its business operations in such a manner as it shall, in its sole discretion, deem necessary or appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of operations.
- B. Parties to be bound: The parties hereto and their respective heirs, successors, and assigns.
- C. Amendments and Modifications of this Agreement shall be in writing and signed by both parties hereto.
- D. Consultant is hereby authorized to act as Client's agent in obtaining billing information from Utility and Telecom Companies, Taxing Agencies, and other sources as required.

Signatures:

Client: _____

Consultant: LDAS dba No Cost Solutions

By: _____

By: Mitchell Davis

Title: _____

Title: Partner

CLIENT AUDIT INFORMATION

NCS Representative: Mitchell Lewis

Date: _____

Business Name:	Lower Cape Fear Water and Sewer Authority
Business Address:	1107 New Pointe Blvd, Suite 17 Leland, NC 28451
Business Main Phone #:	910.383.1919
Business Federal ID #	
Business URL:	www.lcfwasa.org

Client Authorized Personnel (Company personnel who can make changes to your accounts)

Name:	Title:	Phone #:	Email:

Do you or anyone in your company currently have any items under review or investigation that you would like to exclude from this audit? (Circle One)

Yes

No

If 'Yes', please complete the attached Exclusion Sheet

Do you currently have on-line user names and passwords to access your accounts via your vendor on-line portal (Circle One)

Yes

No

If 'Yes', please complete the attached On Line Access Sheet

July 6, 2022

Duke Energy

To Whom It May Concern:

We are granting permission to LD Audit Solutions, Inc. dba No Cost Solutions to act as our agent with the following:

- Access to our billing records, Customer Service Records, customer contracts
- Billing histories
- On-Line access
- Implementation of billing changes/corrections (with our written authorization)
- Other – as necessary or applicable

No Cost Solution's agents include:

Randy Lewis Zach Daughtry Mitchell Lewis Toni Lewis

This authorization will remain in effect for twenty-four months (24). I maintain that I have the authority to sign on behalf of the referenced business.

Sincerely,

Tim Holloman
Lower Cape Fear Water and Sewer Authority
Executive Director

Federal Tax ID #:
Client Email: director@lcfwasa.gov

Account number

9100 8262 7006



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED LD Audit Solutions, Inc dba No Cost Solutions 1323 Westridge Forest Court Greensboro NC 27410	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-5019240-CGL-21	11/22/2021	11/22/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Item OB3

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LD Audit Solutions, Inc.	
2 Business name/disregarded entity name, if different from above No Cost Solutions	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1323 Westridge Forest Ct.	Requester's name and address (optional)
6 City, state, and ZIP code Greensboro, NC 27410	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	3		-	3	6	8	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/18/22
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGENDA ITEM

To: CHAIRMAN RIVENBARK AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: August 8, 2022

Re: Executive Director's Report

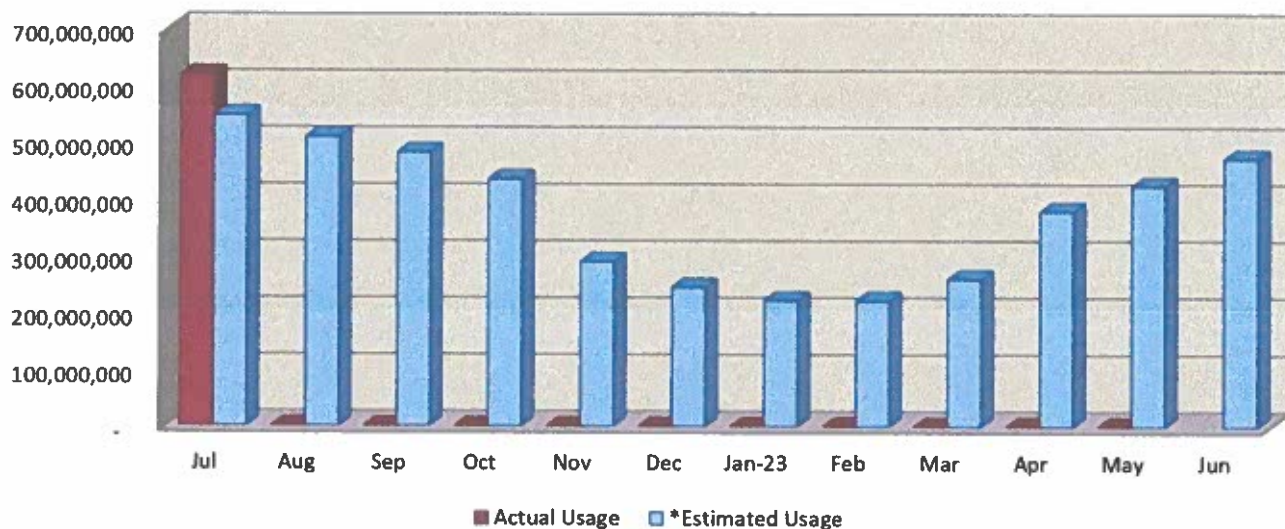
EDR1 - Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending July 31, 2022

EDR2 - Operating Budget Status, Ending June 30, 2022.

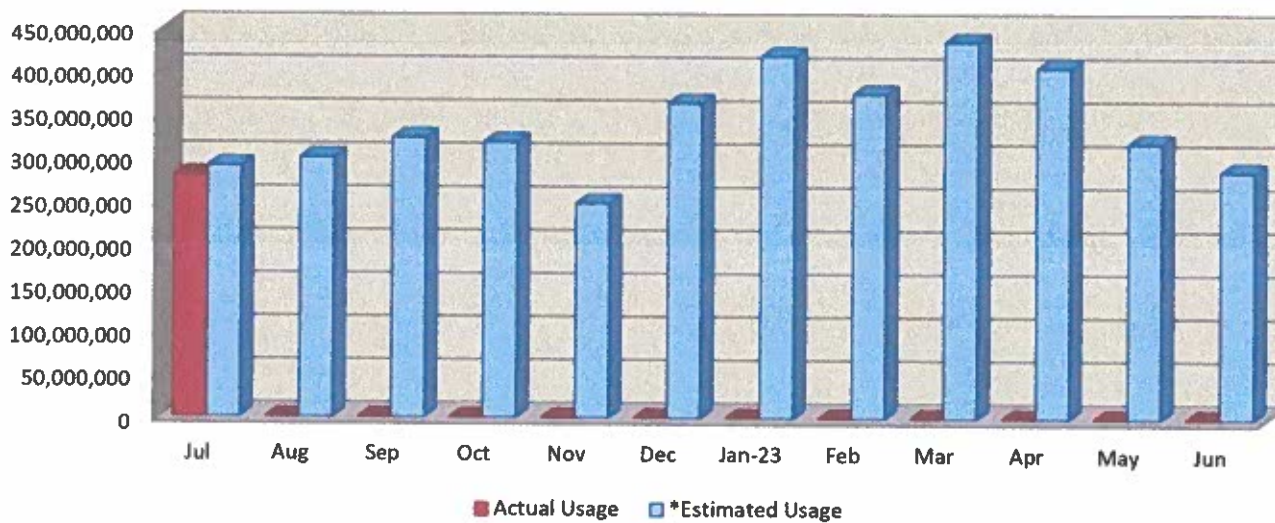
EDR3 - Summary of Activities.

Action Requested: For information purposes

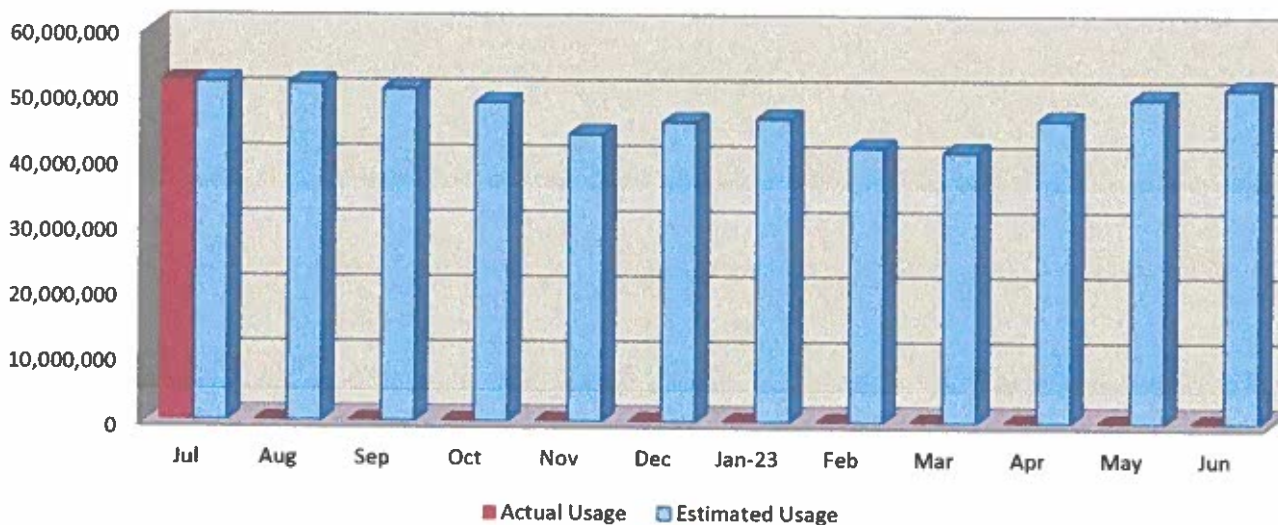
Brunswick County Water Usage FY 22-23



CFPUA Water Usage FY 22-23



Pender County Water Usage FY 22-23



OPERATING FUND BUDGET PERFORMANCE

Jul-1 through June 30

Income	Approved Annual Budget	Adjust/Amended Annual Budget	Jul 1- June 30 Kings Bluff	Jul 1- June 30 Bladen Bluffs	Jul 1- June 30 OF BUDGET	Budget As of 06/30/2022
3000-01 - OPERATING REVENUE						
3001-01 - 01 Bruns County Public Utility	1,491,553	1,690,091	1,818,755		1,818,755	108%
3002-01 - 01 CFPUA	1,296,405	1,296,405	1,324,190		1,324,190	102%
3003-01 - 01 Pender County	179,822	179,822	189,434		189,434	105%
3004-01 - 01 HWY 421 - Invista	40,000	70,000	101,260		101,260	145%
3005-01 - 01 Praxair, Inc	4,314	4,314	2,503		2,503	58%
3006-01 - 01 Bladen Bluffs Revenue	3,194,127	3,894,127		3,909,071	3,909,071	100%
Bladen Admin Reimb	94,302	126,302		127,002	127,002	101%
3007-01 - Sales Tax Refund Revenue	70,000	90,000		55,833	55,833	62%
Total 3000-01 - OPERATING REVENUE	6,370,523	7,351,061	3,436,144	4,091,906	7,528,050	102%
3100-00 - OF NONOPERATING REVENUE						
3120-00 - Revenue-Other						
Interest & Investment Revenue	2,000	2,000	1,921		1,921	96%
FEMA Reimbursement	0	0	2,378		2,378	
Refunds / Insurance Proceeds/ Other	0	0	600		600	
3156-00 - Rental Income	0	0	15,550		15,550	
3900-01 R&R Fund Appropriated	0	0	0		0	
2900-00 Fund Balance	0	391,253	0		0	
Total 3100-00 - OF NONOPERATING REVENUE	2,000	393,253	20,449	0	20,449	5%
Total Income	6,372,523	7,744,314	3,456,592	4,091,906	7,548,499	97%
Expense						
4000-01 - ADMINISTRATION EXPENDITURES						
4001-01 - Salary - gross	168,610	188,610	115,208	50,583	165,791	88%
4010-01 - Per Diem= mileage+per diem pay	62,500	62,500	37,805	18,785	56,590	91%
4012-01 - Vehicle Allowance	5,200	5,200	3,640	1,560	5,200	100%
4070-02 - Phone Allowance	520	520	364	156	520	100%
4015-01 - Payroll Taxes	17,967	19,467	11,717	5,399	17,116	88%
4029-01 - Retirement Employer's Part	18,379	20,879	13,142	5,514	18,655	89%
4035-01 - 401K Employer PD Contribution	4,758	5,758	3,354	1,427	4,782	83%
4036-01 - Payroll Processing Exp	2,900	2,900	2,630		2,630	91%
4038-01 - Insurance Group	40,910	42,910	26,263	10,878	37,141	87%
4039-01 - Insurance, Property	87,000	87,000	61,317	26,100	87,417	100%
4046-00 Professional Services General	15,000	15,000	0	0	0	0%
4046-01 - Attorney	30,000	27,900	15,596		15,596	56%
4048-02 - Auditor	9,000	9,000	5,400	2,800	8,200	91%
4046-03 - Engineer	55,000	50,000	41,947	0	41,947	84%
4049-01 Information Technology	10,000	13,800	12,638	0	12,638	92%
4053-01 - Office Maint/Repair	17,000	32,000	18,601		18,601	58%
4058-01 Office Utilities	7,000	3,000	1,856		1,856	62%
4059-01 Office Expense	35,000	26,300	14,134		14,134	54%
4062-01 Office Equipment	0	12,500	10,975		10,975	88%
4064-01 Printing & Advertising	0	2,000	1,997		1,997	100%
4065-01 Telephone and Internet	0	3,200	2,114		2,114	66%
4070-01 Travel & Training	17,500	27,800	22,237		22,237	80%
4080-01 Miscellaneous Expenses	15,000	23,000	18,084		18,084	79%
Total 4000-01 - ADMINISTRATION EXPENDITURES	619,244	681,244	441,020	123,202	564,222	83%
4500-01 - OPERATING EXPENDITURES						
4501-00 - Sales Tax Expense - Other	70,000	130,777		130,777	130,777	100%
4510-01 - Bladen Bluffs Expenses	1,889,330	2,775,091		2,775,091	2,775,091	100%
4520-01 - Utilities-Energy Pump Station	789,667	699,667	698,525		698,525	100%
4530-01 - Kings Bluff O&M Expenses	453,609	453,609	437,634		437,634	96%
4535-01 - Kings Bluff Hurricane Other FEMA			0		0	0%
4543-01 - Series 2012 Bond Principal (ST)	601,443	601,443	601,444		601,444	100%
4544-01 - Series 2012 Bond Interest (ST)	11,730	11,730	11,728		11,728	100%
4545-01 - Series 2010 Bond Principal (BB)	850,000	850,000		850,000	850,000	100%
4546-01 - Series 2010 Bond Interest (BB)	297,500	297,500		48,580	48,580	16%
7400-01 - Operating Capital Expense	325,000	716,253	593,356		593,356	83%
4998-05- Transfer to R&R- KB R&R Expense	75,000	137,000		137,000	137,000	100%
2041-01- 421 Relocation NHC Loan Principal	390,000	390,000		390,000	390,000	100%
Total 4500-01 - OPERATING EXPENDITURES	5,753,279	7,063,070	1,749,331	4,331,447	6,674,135	94%
Total Expense	6,372,523	7,744,314	2,190,351	4,454,650	7,238,357	93%

Executive Director Highlighted Activities:

- Participated in IBT Coalition Initial Meeting
- Continue to Work with Engineers and PNG/Duke about ROW crossing and work near the raw water lines.
- Ongoing meetings with Directors
- Continued to work with Partners about a continued response to Fuquay-Varina's IBT request and options to ensure compliance with withdrawal and return to the Cape Fear Basin
- Corresponded with Stephen Johnston regarding ongoing Chemours litigation and attended a related meeting
- Met with Engineer and CFPUA about Weyman Creek status before and after 54" parallel line installation
- Checked on the Status of FEMA administrative payment for Bladen Bluffs Creek Restoration
- Visited Smithfield Plant with director and can schedule other visits individually for those interested
- Spoke with McKim Creed about projects, SRF Funding ,and proposals for work
- Participated in Cape Fear Council of Governments Economic Development Meeting

AGENDA ITEM

To: CHAIRMAN RIVENBARK AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: August 8, 2022

Re: Closed Session in Accordance with NCGS§143-318.11(a)(3) to consult with attorney in order to preserve the attorney-client privilege.

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

A Closed Session is required in accordance with NCGS§143-318.11(a)(3) to discuss with our attorney matters within the attorney-client privilege related to the following lawsuit:

The first matter is a closed session pursuant to N.C.G.S. § 143-318.11(a)(3) to discuss with our attorney matters within the attorney-client privilege related to the following lawsuit:

Cape Fear Public Utility Authority, Brunswick County, Lower Cape Fear Water & Sewer Authority, and Town of Wrightsville Beach v. The Chemours Company FC, LLC, E.I. Du Pont De Nemours and Company, and The Chemours Company

United States District Court for the Eastern District of North Carolina, Case No. 7:17-CV-00195-D and Case No. 7:17-CV-00209-D

The second matter is a closed session pursuant to N.C.G.S. § 143-318.11(a)(3) to discuss with our attorney a separate matter within the attorney-client privilege.

A motion is made by _____ to go into a closed session in accordance with North Carolina General Statute Section 143-318.11(a)(3).

The motion is seconded by _____.

Closed Session

A motion is made by _____ to return to open session.

The motion is seconded by _____.