



PLANNING & ZONING BOARD
MEETING

THURSDAY, JANUARY 16TH, 2025

7:00PM

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**WHITE LAKE PLANNING BOARD
AGENDA
7:00 P.M.**

January 16, 2025

To: Chairman Joy Warren & White Lake Planning Board Members

From: Sean Martin, Town Administrator/Interim Clerk to P&Z Board

CC: Lee Cain, Zoning Assistant
Dale Brennan, Fire Chief
Kevin Taylor, Public Works Director

Date: January 16, 2025

Re: Planning Board Agenda Items

Invocation

Pledge of Allegiance

Agenda Items:

- 1. Approval of Minutes:** November 21, 2024, Meeting **(ITEM#A)**
- 2. Stormwater Ordinance Project Kick-Off (ITEM#B)**
- 3. Stormwater Ordinance Draft Existing Conditions Review**
- 4. Other Business**
- 5. Open Forum:** Three minutes per citizen. Please state name and address.

Adjourn

**MINUTES
OF THE
TOWN OF WHITE LAKE
PLANNING BOARD MEETING
November 21, 2024
7:00 P.M.**

The White Lake Planning Board met in the Town Hall, 1879 White Lake Dr., White Lake, North Carolina at 7:00 p.m. on Thursday, November 21, 2024. Those present were Vice-Chair Paul Norris, Sarah Cook, Jonathan Langston, Hope Campbell, Wade Lowry, and Sky Moore. Sean Martin, Town Administrator was also present, and served as Clerk to the Board. Absent were Chairwoman Joy Warren, Lisa Young, and Stephanie Ensminger.

Vice-Chair Paul Norris declared a quorum, called the meeting to order and gave the invocation.

Vice-Chair Paul Norris recited the pledge of allegiance.

Approval of Minutes Vice-Chair Paul Norris called for approval of the minutes of the February 15th, 2024 meeting. There being no further discussion, Hope Campbell moved, seconded by Wade Lowry TO APPROVE THE MINUTES OF THE FEBRUARY 15, 2024 MEETING (Unanimous in favor).

Planning Board Members Term Expiration: Town Administrator informed the Board that Wade Lowry's term expired, and the Bladen County Commissioners nominated Mr. Lowry to another term pending his approval. Vice-Chair Paul Norris asked Mr. Lowry for his decision, AND CONFIRMED WADE LOWRY'S REAPPOINTMENT TO ANOTHER 3-YEAR TERM ON THE PLANNING BOARD (Unanimous in favor).

Stormwater Ordinance Legal Review: Town Administrator Sean Martin gave an update from Catherine G. Clodfelter and Andrew P. Tableing of Parker Poe concerning suggested revisions of the draft stormwater ordinance. Following their review, Ms. Clodfelter suggested changing enforcement language in the ordinance from a mandatory enforcement standard to a discretionary enforcement standard. This suggestion was made after review of North Carolina law suggested this approach would not create a risk of challenge and would allow the Town to decide upon its own future practices for stormwater management.

Stormwater Draft Proposal - WithersRavenel: Sean Martin, Town Administrator presented the stormwater draft proposal from WithersRavenel to utilize one the Town's on-call engineer agreement to develop and implement a stormwater ordinance for the Town of White Lake. Mr. Martin explained that the Town had done considerable stormwater work over the past couple of years, but this project was needed to combine those efforts into an ordinance to work in conjunction with the Town's Zoning Code. Mr. Martin further explained that the engineering firm would work with the Planning Board on this project before ultimately recommending an ordinance to the Board of Commissioners with their approval. There being no further discussion, Hope Campbell moved, seconded by Jonathon Langston TO RECOMMEND THE STORMWATER DRAFT PROPOSAL TO THE BOARD OF COMMISISONERS FOR APPROVAL (Unanimous in favor).

Planning Board Utilization: Sean Martin, Town Administrator, updated the Planning Board on future plans at the Administration level to provide support for the Planning Board moving forward. One of the changes mentioned involved restructuring the Town Clerk position to function as a liaison between the Planning Board and the Board of Commissioners. Mr. Martin also indicated the Council has expressed interested in moving forward with stormwater related projects, which would directly involve input from the Planning Board. Mr. Martin concluded by expressing his gratitude for the Planning Board's service to the community, and that he looked forward to transitioning the Board to a proactive role in 2025 and beyond.

Other Business:

1. Wade Lowry – ETJ sign needs to be looked at and possible replaced.
2. Planning Board Members would request to postpone the December 19th meeting to January 16th, 2025.

Planning & Zoning Board Meeting

November 21, 2024

Open Forum: Three (3) minutes per citizen. Should state name and address.

No public comments received.

Meeting Adjourned

Submitted by:

Sean Martin, Town Administrator

Approved:

Joy Warren, Chairwoman

DRAFT

TOWN OF WHITE LAKE STORMWATER ORDINANCE: PROJECT KICKOFF INFORMATION

Project Information

Project Name: Town of White Lake Stormwater Ordinance

Engineering Firm: WithersRavenel

Project Purpose

Develop a Stormwater Ordinance for the Town of White Lake that provides authority to enforce practices that would aid the Town in reducing stormwater runoff volume and pollutants. Ordinance will be customized to fit the specific needs of the Town and is complementary to previous and ongoing Town initiatives and projects.

Project Background

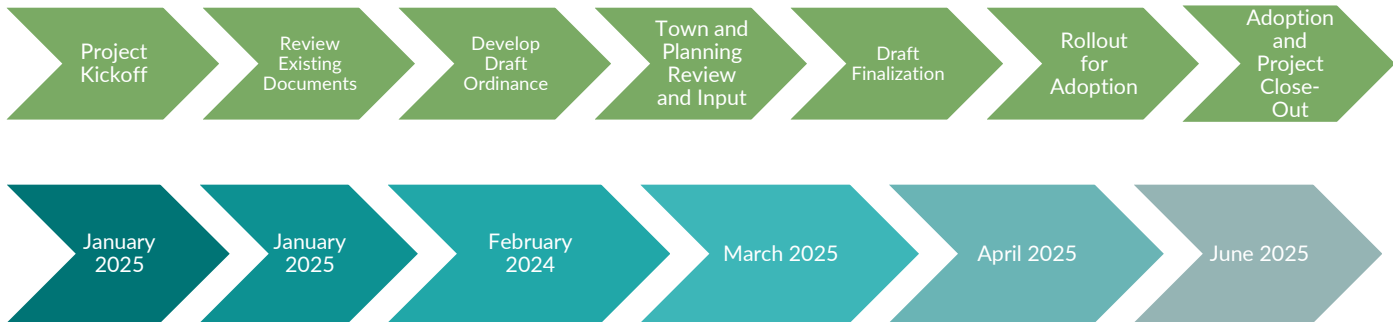
- Town had a Draft Stormwater Ordinance Developed as part of a 205J Grant effort. It was never adopted.
- Town was awarded \$82,500 in December 2022 from the Golden LEAF Foundation to develop a stormwater management plan. As part of that plan (adopted March 2024), there was a review of stormwater management techniques and regulatory policies in select peer communities and recommendations for policy considerations.

Why Develop a Stormwater Ordinance?

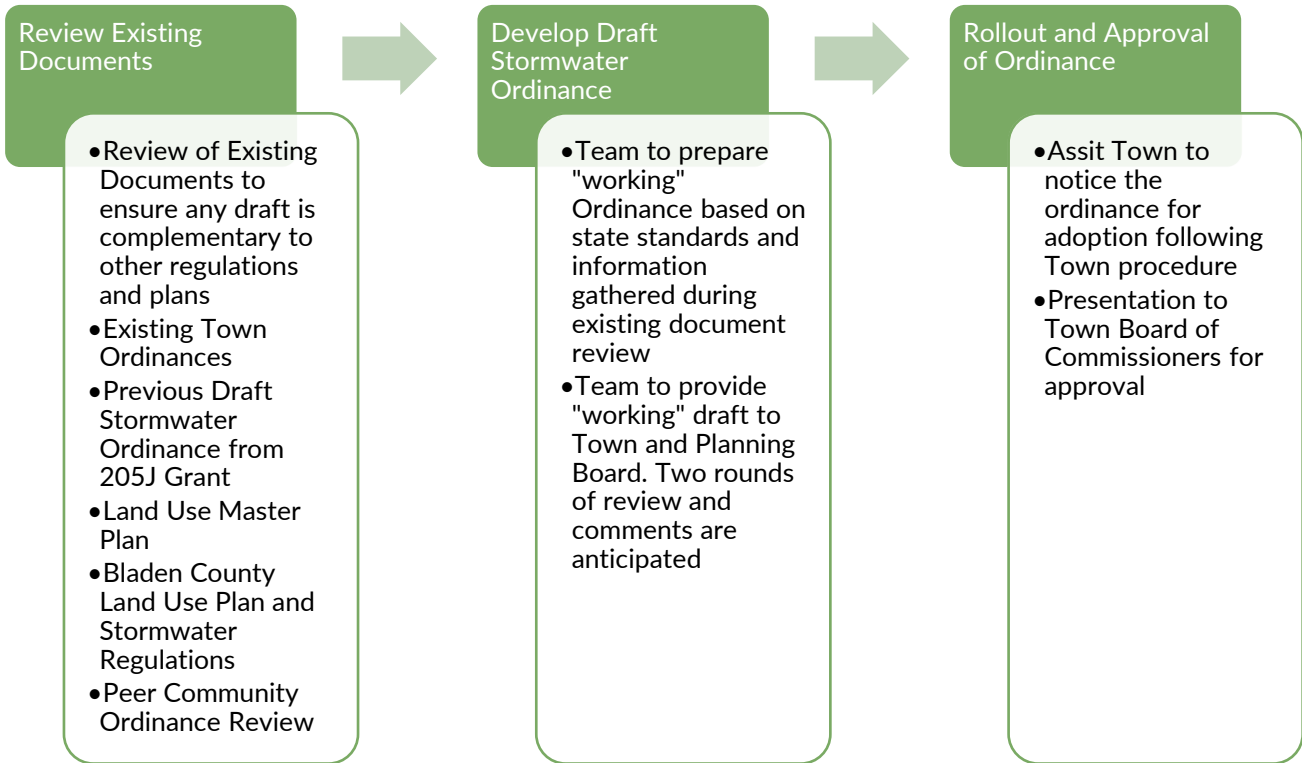
- Stormwater management is a critical component of environmental protection and sustainable development. With increasing urbanization and changing weather patterns, managing stormwater effectively is more important than ever for protecting water quality, preventing flooding, and safeguarding man-made structures and natural ecosystems.
- Urbanization causes significant changes in stormwater runoff characteristics, including increased volume and rate of runoff entering streams and the storm sewer infrastructure and reduced amounts of water filtering into the soil. Such changes cause:
 - increased erosion and in-stream scour,
 - increased sediment deposition,
 - degradation of water quality,
 - peak storm flows that are higher and faster,
 - more frequent flooding, and
 - negative effects on stream ecological communities.



Project Timeline/Milestones



Project Task Overview



Attachment

- Project Contract



November 14, 2024

Sean Martin, Town Administrator
Town of White Lake
1879 White Lake Dr, PMB 7250
White Lake, NC 28337-7250

RE: **Task Order 1**
Town of White Lake Stormwater Ordinance
Town of White Lake, North Carolina
WithersRavenel Project No. 24-1367

Dear Mr. Martin,

We are pleased to present the attached Task Order 1 for the Town of White Lake On-Call. This Task Order is for professional consulting services for a Stormwater Ordinance Update for the Town of White Lake. We appreciate the opportunity to provide this proposal and look forward to working with you. If you have any questions or concerns, please contact me at (919)-678-3841.

Sincerely,
WithersRavenel

Amanda Hollingsworth, PE, CFM
Project Manager, Stormwater
ahollingsworth@withersravenel.com
Ph. 919-535-5200 | Direct. 919-678-3841

Attachment:
Task Order 1



Town of White Lake Task Order 1 Town of White Lake On Call

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the Agreement Between Owner and Engineer for Engineering Services, Task Order Edition signed 10-10-2023 between the Town of White Lake "Owner" and WithersRavenel, Inc. ("Engineer").

B. Project Description

This Task Order is intended to provide the scope of services and associated fees to provide consulting services to develop a Stormwater Ordinance per request of Town of White Lake and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on our discussions. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this Task Order the following references shall apply:

- ▶ Town of White Lake shall be known as the "Client" or "Town"; WithersRavenel shall be known as the "Consultant"; The overall project shall be known as the "Project; Bladen County shall be known as "County"; The executed agreement shall be known as the "Agreement".

C. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Time Frame
Development of Draft Ordinance	Three (3) Months
Rollout of Ordinance	Two (2) Months
Project Close-out	One (1) Months
Total:	Six (6) Months

Consultant estimates the total project timeframe for the Scope of Services to be six (6) months. A more detailed project schedule will be developed with the Client.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

D. Scope of Services

WithersRavenel shall provide the services identified under each task below as its "Basic Services" under the Agreement:



Task 1. Project Management

The Consultant will provide the following services as part of this task:

- A. Project Management Services following best practices to meet objectives, quality standards, schedule, and budget. Consultant shall provide services for the overall management and administration of the Project including any internal and external coordination and general administration duties.
- B. Consultant shall identify key team members, schedule and attend a project kick-off meeting to introduce the Team to the Client, establish the Project communication channels between the Client and Consultant. Consultant will also obtain from Client necessary background information including ordinances, land use plans, maps, stormwater concerns, and other available relevant information.
- C. Consultant will keep the Client advised of the progress of the project activities. Consultant will participate in regularly scheduled conference calls with Client to discuss project progress. This task includes monthly virtual progress meetings to be scheduled by the Consultant. Consultant to submit meeting notes to Client after progress meetings.
- D. Consultant will manage project processes, communication, and resources. Consultant will keep the Client regularly informed of progress, providing oversight of the production tasks, and managing the monthly billing and invoicing for the project.

Task 2. Review Current and Draft Stormwater Ordinances

The Consultant will provide the following services as part of this task:

- A. The Consultant will review existing Town Zoning Ordinance, Draft Stormwater Ordinance from the 205J Grant effort (existing draft ordinance), White Lake Township Master Plan for Land Use, Bladen County Future Land Use Plan 2014-2030, and sections of the Bladen County Code of Ordinances that contain stormwater regulations to understand existing regulations, vision, goals, and projected growth.
- B. The Consultant will compare the existing draft ordinance to the state model stormwater ordinance. Consultant will compare the existing draft ordinance to ordinances from up to four communities within the state. The Consultant will consider the review of comparative communities completed as part of the Town of White Lake GoldenLEAF Stormwater Management Plan (2024).

Task 2 Deliverable:

- Memo summarizing findings of the review.

Task 3. Develop Stormwater Ordinance

- A. The Consultant will organize the ordinances into an agreed upon order and draft the various sections of the ordinance text and review the progress with staff.
- B. The Consultant will incorporate timely case law and updated legislation, best planning practices, and accessibility and ease of use.
- C. The Consultant will prepare a "Working" version of the Ordinance and provide to the Town for review and comments. Two rounds of review/comments and meetings (virtual) between the Town and Consultant are included in the scope before preparing a "Draft Ordinance" ready for adoption.
- D. The Consultant will prepare a Draft Ordinance.
- E. The Consultant will assist the Town to notice the ordinance for adoption following the Town's standard procedures.



Task 3 Deliverables:

- Two versions of Working Ordinance
- Draft Ordinance (word document and PDF versions).

Task 4. Rollout of Stormwater Ordinance

- A. The Consultant, in Collaboration with the Town staff will prepare and conduct a presentation summarizing key aspects of the proposed ordinance to the Town Board of Commissioners. Minor modifications to the proposed ordinance based on board input could be accommodated. Major modifications are not anticipated and therefore not included in this scope.
- B. If ordinance is not approved during the meeting attended by the Consultant, It is assumed that Town staff will present the revised draft ordinance to the Town Board of Commissioners for approval after Consultant has modified the ordinance based on feedback.

Task 4 Deliverables:

- Revised Ordinance as approved by the board for adoption.

E. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit I. The exclusions are described below but are not limited to the following:

- ▶ Any work previously provided in other agreements;
- ▶ All permitting, submittal, advertising, and public notice fees are excluded from this proposal and will be the responsibility of the Client;
- ▶ Financial/funding analysis;
- ▶ Any legal noticing of the ordinance changes;
- ▶ Representation, presentation, or submittals to regional or state government entities;
- ▶ Staff training;
- ▶ Serving as an expert witness for the Client in any litigation involving the Project;
- ▶ Any other items not specifically listed in the Scope of Services.

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- ▶ **General:**
 - Provide representative for communications and decisions;
 - Preferred media platforms for communications with the Client;
 - Provide in writing, any information as to Client's requirements for design;
 - Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
 - Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;



- Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- All noticing fees associated with the Project;
- Any legal representation requiring an attorney at law.

G. Compensation for Services

WithersRavenel proposes to provide the Scope of Services previously outlined on a lump sum basis as described in the following table. Compensation shall not exceed the total estimated compensation amount unless approved in writing by the Client.

Task No.	Task Name	Fee
Task 1	Project Management	\$7,500
Task 2	Review Current and Draft Stormwater Ordinances	\$13,000
Task 4	Develop Revised Stormwater Ordinance	\$17,000
Task 5	Rollout of Stormwater Ordinance	\$10,000
Total		\$47,500

1. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
2. The Lump sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
3. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.
4. The Client will pay the Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.



H. Acceptance


This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this Task Order will serve as the written Agreement between WithersRavenel and Town of White Lake. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit I), are incorporated herein and are integral parts of the Task Order.


OFFERED BY:


WithersRavenel

ACCEPTED BY:

Town of White Lake

DocuSigned by:

 November 14, 2024
 Signature Date
 Amanda Hollingsworth, PE, CFM
 Name
 Project Manager
 Title


 Signature Date
 H. Goldston Wamble, Jr.
 Name
 Mayor
 Title

DocuSigned by:

 November 14, 2024
 Signature Date
 Dori Sabeh, PE, GISP
 Name
 Director of Stormwater
 Title

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).


Signature of Finance Officer:

Printed Name:

Date:

Attachments:

Exhibit I- Fee & Expense Schedule


 Mary Jo Lennon
 12/12/2024



WithersRavenel
Our People. Your Success.

EXHIBIT I

Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
Construction Project Professional	\$ 160
Construction Manager I	\$ 165
Construction Manager II	\$ 180
Senior Construction Manager	\$ 205
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 230
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Landscape Designer III	\$ 155
Planning Technician	\$ 125
Planner I	\$ 135
Planner II	\$ 155
Planner III	\$ 180
Senior Planner	\$ 190
Project Engineer I	\$ 180
Project Engineer II	\$ 190
Project Engineer III	\$ 210
Senior Project Engineer	\$ 245
Assistant Project Manager	\$ 190
Project Manager I	\$ 210
Senior Project Manager	\$ 230
Resident Project Representative I	\$ 110
Resident Project Representative II	\$ 130
Resident Project Representative III	\$ 145
Senior Resident Project Representative	\$ 155
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 165
Senior Technical Consultant	\$ 270
Client Experience Manager	\$ 245
Director	\$ 265
Principal	\$ 280
Zoning Specialist	\$ 360
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150
Other	
Implementation Consultant	\$ 160
Senior Implementation Consultant	\$ 170

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 180
GIS Specialist	\$ 160
GIS Technician	\$ 105
GIS Analyst I	\$ 130
GIS Analyst II	\$ 145
GIS Project Manager	\$ 180
F&M Assistant Project Manager	\$ 175
Intern I	\$ 70
Intern II	\$ 95
F&M Project Consultant I	\$ 130
F&M Project Consultant II	\$ 140
F&M Project Consultant III	\$ 145
F&M Project Consultant IV	\$ 150
F&M Senior Project Consultant I	\$ 160
F&M Senior Project Consultant II	\$ 165
F&M Project Manager	\$ 180
F&M Principal	\$ 280
F&M Director	\$ 250
F&M Staff Professional I	\$ 75
F&M Staff Professional II	\$ 125
F&M Staff Professional III	\$ 165
F&M Staff Professional IV	\$ 205
F&M Senior Project Manager	\$ 230
F&M Senior Technical Consultant	\$ 265
Geomatics	
Geomatics CAD I	\$ 110
Geomatics CAD II	\$ 130
Geomatics CAD III	\$ 145
GIS Survey Technician I	\$ 85
GIS Survey Technician II	\$ 110
GIS Survey Technician III	\$ 130
GIS Survey Lead	\$ 145
Geomatics Project Manager I	\$ 180
Geomatics Project Manager II	\$ 190
Geomatics Project Manager III	\$ 220
Geomatics Project Professional I	\$ 160
Geomatics Project Professional II	\$ 185
Geomatics Principal	\$ 260
Geomatics Remote Sensing Crew I	\$ 230
Geomatics Remote Sensing Crew II	\$ 325
Geomatics Survey Crew I	\$ 165
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 245
Geomatics Senior Manager	\$ 230
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 100
Geomatics Survey Tech III	\$ 130
Geomatics Survey Tech IV	\$ 140
Geomatics Sr. Technical Consultant	\$ 235
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 275

Description	Rate
Environmental	
Environmental Technician I	\$ 90
Environmental Technician II	\$ 105
Environmental Technician III	\$ 110
Environmental Senior Technician	\$ 125
Environmental Project Geologist I	\$ 160
Environmental Project Geologist II	\$ 175
Environmental Project Geologist III	\$ 200
Environmental Senior Project Geologist	\$ 220
Environmental Assistant Project Manager	\$ 175
Environmental Project Manager	\$ 200
Environmental Senior Project Manager	\$ 220
Environmental Director	\$ 250
Environmental Project Engineer I	\$ 160
Environmental Project Engineer II	\$ 175
Environmental Project Engineer III	\$ 200
Environmental Senior Project Engineer	\$ 220
Environmental Principal	\$ 280
Environmental Project Scientist I	\$ 160
Environmental Project Scientist II	\$ 175
Environmental Project Scientist III	\$ 200
Environmental Senior Project Scientist	\$ 220
Environmental Scientist I	\$ 115
Environmental Scientist II	\$ 140
Environmental Scientist III	\$ 150
Environmental Geologist I	\$ 115
Environmental Geologist II	\$ 140
Environmental Geologist III	\$ 150
Environmental Professional I	\$ 115
Environmental Professional II	\$ 140
Environmental Professional III	\$ 150
Environmental Senior Technical Consultant	\$ 245
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 90
Administrative Assistant II	\$ 100
Administrative Assistant III	\$ 110
Marketing Administration I	\$ 100
Marketing Administration II	\$ 130
Director of Marketing	\$ 160
Office Administration	\$ 75
Office Administrator I	\$ 130
Office Administrator II	\$ 135
Office Administrator III	\$ 140
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

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