

**MINUTES OF THE
WHITE LAKE TOWN BOARD OF COMMISSIONERS
REGULAR MEETING
JANUARY 16, 2024
6:00 P.M.**

The White Lake Town Board of Commissioners met in regular session at 6:00 p.m. on Tuesday, January 16, 2024 at 1879 White Lake Dr., White Lake, North Carolina. Those present were Mayor H. Goldston Womble, Jr., Mayor Pro-Tem Tim Blount, Commissioners Paul Evans, Mike Suggs, Dean Hilton, Jake Womble, Terri Hawley, Town Administrator Sean Martin, Police Chief Bruce Smith, Public Works Director Kevin Taylor, Fire Chief Dale Brennan, and Director of Finance Mary Jo Lennon. Pat Kennedy-Taylor, served as Town Clerk.

Mayor H. Goldston Womble, Jr. declared a quorum, called the meeting to order and gave the invocation.

Pledge of Allegiance

Commissioner Paul Evans led the reciting of the Pledge of Allegiance.

PRESENTATION(S)

Recognition of Mayor Pro-Tem Tom Riel and Commissioner Tim Clifton. Mayor Womble asked if any of the Commissioners wanted to speak on behalf of the outgoing Mayor Pro-Tem Tom Riel or Commissioner Tim Clifton. All of the Commissioners spoke to outgoing Mayor Pro-Tem Tom Riel and Commissioner Tim Clifton thanking them for their service. Mayor Womble presented the plaques to Mayor Pro-Tem Tom Riel and Commissioner Tim Clifton, then the mayor stated we will recess to the reception.

After approximately a one-hour recess, Mayor Womble called the Town Board regular session meeting back to order.

APPROVE CONSENT AGENDA ITEMS:

Agenda Adoption

Mayor Womble acknowledged there was not an agenda supplemental and called for a motion to approve Consent Agenda Items **2A-2E** and adopt December 12, 2023 minutes as presented. Mayor Womble stated to approve the consent agenda items with the removal of Item 4A from the agenda due to WithersRavenel advised us they needed more time and to have all the Planning Board members attend the meeting on February 13, 2024 at 7:00pm.

Commissioner Paul Evans moved, seconded by Commissioner Dean Hilton TO ADOPT THE CONSENT AGENDA ITEMS 2A-2E AS PRESENTED (Unanimous in favor). Said agendas are listed as **Exhibit "A."** Supporting materials are hereby incorporated by mention and are made a part of these minutes. (Unanimous in favor).

Approval of Minutes

Mayor Womble called for any corrections and/or additions to the December 12, 2023 minutes. Supporting materials are hereby incorporated by mention and are made a part of these minutes. Commissioner Paul Evans moved, seconded by Commissioner Dean Hilton TO APPROVE THE DECEMBER 12, 2023 MINUTES AS PRESENTED (Unanimous in favor).

December Utility Release(s) (\$3,216.42)

December Utility releases were provided for the Board's consideration.

December Tax Release(s) (\$302.15)

December tax refunds were provided for the Board's consideration.

2019 Statute of Limitations for Collection of Delinquent Utility Accounts(s) (\$1,832.34)

December 2023 (Five Utility accounts from 2019 have exceeded the four-year statute of limitations N.C.G.S. 25-2-725(1)) for Collection of Delinquent Utility Accounts were provided for the Board's consideration.

ADMINISTRATIVE MATTERS:

Project Update(s)

White Lake "Lake" Water Management Project Update

Dr. Diane Lauritsen, Ph.D., LIMNOSCIENCES'S monthly report as information. Sean Martin, Town Administrator, presented the update.

Water AIA Project Update

Sean Martin, Town Administrator, presented the update.

Request for Proposals – Legal Services

Sean Martin, Town Administrator, presented the RFP for the provision of contract legal services as Town Attorney. There being no further discussion Commissioner Paul Evans moved, seconded by Commissioner Mike Suggs TO APPROVE TO PUBLISH THE RFP FOR LEGAL SERVICES AS PRESENTED. (Unanimous in favor).

Town of White Lake FY 2024-2025 Calendar of Budget Activities

Sean Martin, Town Administrator presented the FY 24-25 Budget Calendar. There being no further discussion on this matter, Commissioner Terri Hawley made a motion and seconded by Paul Evans TO APPROVE FY 24-25 BUDGET CALENDAR AS PRESENTED. (Unanimous in favor).

Lumber River Council of Government Board of Directors Nominations

Mayor Womble asked if there were any volunteers to serve on the LRCOG's Board of Directors or as an alternative? Terri Hawley stated she would like to serve on the Board. Mayor Womble asked if anyone were interested in serving as an alternate board member in the absence of Terri Hawley, Paul Evans stated that he would serve as an alternate board member. A motion was made to nominate Terri Hawley to serve on the Board of Directors for the Lumber River Council of Government and Paul Evans as an alternate member. There being no further discussion Commissioner Dean Hilton moved and seconded by Jake Womble TO NOMINATE TERRI HAWLEY TO THE BOARD AND PAUL EVANS AS AN ALTERNATE MEMBER TO THE LUMBER RIVER COUNCIL OF GOVERNMENT BOARD OF DIRECTORS. (Unanimous in favor).

Mayor Pro-Tem Tim Blount spoke up and said that he would be out of town at next week's board meeting but would like to go with them to the following month's board meeting and introduce them and wanted to thank David Richardson. Also, Mayor Pro-Tem Tim Blount said that Sean may want to attend the meeting. The meetings are on the 3rd Thursday night of the month.

Departmental Commissioner Nominations

Department

Administration

Police/Fire

Commissioner

Paul Evans

Dean Hilton

Streets	Mike Suggs
Water/Wastewater	Jake Womble
Sanitation	Terri Hawley
Mayor Pro-Tem	Tim Blount

There being no further discussion Commissioner Jake Womble made a motion and seconded by Commissioner Mike Suggs TO APPOINT DEPARTMENT COMMISSIONERS AS PRESENTED. (Unanimous in favor).

PRESENTATION(S)

Storm Water Master Plan Presentation

Mayor Womble stated earlier in the meeting this item is being removed from the agenda due to WithersRavenel needed more time and to invite the Planning Board to join the Town Board meeting on February 13, 2024.

RESOLUTION(s)

RESOLUTION#2024-10 Authorizing the Town Administrator and Fire Chief disposition of certain personal property by sale or donation of a 1000-gallon SKID UNIT (tank/pump/reel) to Hickory Grove Fire Department to assist in the ability to respond and provide mutual aid for brush fires. There being no further discussion Commissioner Paul Evans made a motion and seconded by Mayor Pro-Tem Tim Blount TO APPROVE RESOLUTION 2024-10 AS PRESENTED. (Unanimous in favor).

RESOLUTION#2024-11 Declaring that the Town of White Lake intends to request State loan and/or grant assistance for a study in a project described as the Lead Service Line Find and Replace Project Application. As part of this Resolution, the scope of work is outlined by WithersRavenel on the grant application process. The Town intends to apply for a \$2 Million "Find and Replace" grant. There being no further discussion Commissioner Dean Hilton moved and seconded by Commissioner Mike Suggs TO APPROVE RESOLUTION #2024-11 AS PRESENTED. (Unanimous in favor).

OTHER COMMISSIONERS' BUSINESS/PREVIOUS AGENDA ITEMS

Mayor Pro-Tem Tim Blount request that the Chamber of Commerce attend the next Town Board Meeting on Tuesday, February 13, 2024. Sean Martin, Town Administrator stated he is collaborating with the new Director of the Elizabethtown-White Lake Chamber of Commerce. Commissioner Dean Hilton said he has had five calls from people on Tyner Street in the last two weeks wanting to know what the town can do to help the street; Tyner Street may be a private street? Commissioner Hilton asked if the town could purchase some of the ground up asphalt from the Town of Elizabethtown where they replaced the runway at the airport? Mayor Womble stated if it is a private street the Town cannot use Town funds to repair the street, the homeowners would need to contact the Town of Elizabethtown.

Commissioner Terri Hawley asked about the street light project they signed off on. Sean Martin, Town Administrator, stated he was not aware of it, but he will check into it and see what he can find out.

Commissioner Dean Hilton said that someone on Myrtle Street told him to thank the Town for helping with their sewer issue.

Mayor Womble thanked everyone for coming out tonight.

The Martin Luther King holiday was listed before the January 9, 2024 meeting that was rescheduled due to inclement weather for tonight's meeting on January 16, 2024.

Departmental Briefings/Reports The following departmental reports were provided as information:

- Town Administrator's Report
- Tax Collector's Report
- Post Office Report
- Police Department Report
- Police Department Fuel Report
- Fire Department Fuel Report
- Public Works Department Fuel Report

Mayor Womble presented as information, Town staff is expecting a proposal at the February 2024 Board of Commissioners Meeting from a hydrologist to continue the work proposed in the Preliminary Lake Management Plan. As part of the proposal, the work will include a ground water study to better understand the flow of water as it relates to White Lake.

Mayor Womble presented staff continues to work with Bladen County Building Inspections on three properties mentioned by Mayor Pro-Tem Blount at a previous Board meeting. The addresses for these properties are 7 Juniper St, 6844 HWY 701 N, and 30 E. Carolina Ave. Staff is going through the process of declaring these properties uninhabitable. An uninhabitable designation means that the property does not meet state or local standards for human habitation, which often results in legal implications and an immediate need for action.

Mayor Womble informed the Town Board that they all are invited to the reception for retiring County Manager Greg Martin on Monday, January 29, 2024 from 5:30pm to 7:30pm at Cape Fear Vineyard and Winery.

Also, Mayor Womble invited the Town Board to the Annual Chamber of Commerce Awards Banquet at Lu Mil Vineyard on Thursday, January 25, 2024 at 5:30pm. We will send a reminder out.

OPEN FORUM: Three (3) minutes per citizen. Should state name and address.

1. Jonathan Langston spoke about the White Lake Water Festival and the changes that the Elizabethtown-White Lake Chamber of Commerce has hired a coordinator Jeane' Pope to help with the White Lake Water Festival.

No one else came forward to speak.

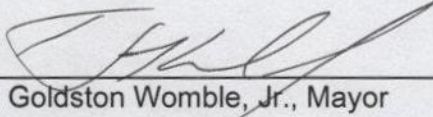
MEETING ADJOURNED

There being no other business to come before the White Lake Town Board of Commissioners, Commissioner Paul Evans moved and seconded by Commissioner Mike Suggs TO ADJOURN MEETING TO NEXT REGULAR MEETING, TUESDAY, FEBRUARY 13, 2024. (Unanimous in favor).

Respectfully submitted by:

Patricia Kennedy-Taylor – Town Clerk

Approved:



H. Goldston Womble, Jr., Mayor

**TOWN OF WHITE LAKE
BOARD OF COMMISSIONERS
REGULAR MEETING
AGENDA
January 09, 2024
6:00 P.M.**

- **OPENING & CALL TO ORDER: 6:00 P.M.**
- **INVOCATION: Mayor H. Goldston Womble, Jr.**
- **PLEDGE OF ALLEGIANCE**

AGENDA ITEMS:

1. REGONITION OF COMMISSIONER THOMAS E. RIEL AND COMMISSIONER TIMOTHY L. CLIFTON

2. APPROVE CONSENT AGENDA ITEMS

- A. Agenda Adoption
- B. Approval of Minutes
- C. December Utility Releases
- D. December Tax Releases
- E. December 2023 Statue of Limitations of Delinquent Utility Accounts

3. ADMINISTRATIVE MATTERS

- A. White Lake "Lake" Water Management Project Update
- B. Water AIA Project Update –
- C. Request for Proposals – Legal Services
- D. Town of White Lake FY 2024-2025 Calendar of Budget Activities
- E. Lumber River Council of Governments Board of Directors Nominations
- F. Department Commissioner Nominations

4. PRESENTATION(S)

- A. Storm Water Master Plan Presentation

5. RESOLUTION(S)

- A. Resolution #2024-10 Disposition of 1000-gallon Skid Unit
- B. Resolution #2024-11 "Find and Replace" Grant Application

6. OTHER BUSINESS/PREVIOUS AGENDA ITEMS

(Other Commissioners Business Not on the Agenda (Non-voting Items))

- A. Departmental Briefings/Reports
- B. Hydrologist Lake Management Plan Update
- C. Uninhabitable House(s) Update
- E. Martin Luther King, Jr. Holiday

OPEN FORUM: Three (3) minutes per citizen. Should state name and address.

MEETING ADJOURNED

**TOWN OF WHITE LAKE
BOARD OF COMMISSIONERS
AGENDA COMMUNIQUE
January 9, 2024
6:00 P.M.**

To: H. Goldston Womble, Jr., Mayor
Town Board of Commissioners
Sean D. Martin, Town Administrator

From: Patricia (Pat) Kennedy-Taylor, Town Clerk

Re: January 9, 2024, Agenda Items

- **OPENING & CALL TO ORDER: 6:00 P.M.**
- **INVOCATION: Mayor H. Goldston Womble, Jr.**
- **PLEDGE OF ALLEGIANCE**
- **AGENDA ITEMS:**
 1. **Recognition of Commissioner Thomas E. Riel and Commissioner Timothy L. Clifton. Reception to follow.**
 2. **Approve Consent Agenda Items**

The Board is requested to approve the Agenda Consent items as requested. **(Agenda Items 2A-2E).**

ACTION: Approve the agenda (to include the Supplemental Agenda if one is provided).

A. Agenda adoption:

- The Board shall consider the proposed agenda as presented. Board members may by majority vote add, subtract, or revise the order of items on the agenda. Once approved, the Board should follow the agenda as decided upon.

B. Approval of minutes

- December 12, 2023, Regular Meeting minutes.

C. December Utility Release(s) (\$3,216.42)

- December Utility Bill Releases are provided for the Board's consideration. All leak requests have been approved by the Public Works Director. December 2023 Utility Bill Releases **(\$3,216.42) (AGENDA ITEM #2C).**

D. December Tax Release(s) (\$302.15)

- Reductions, refunds, and releases of tax claims are matters to be decided by the Town's governing body. By NC Statute, tax releases are not to be left to the discretion of the Tax Collector. Once a tax bill has been computed, it can only be released by specific authorization of the governing body [NC General Statute 105-380, 105-381(b), and 105-373(a)(3)]. All releases have been approved by the Bladen County Tax Office and are in accordance with the guidelines of the General Statutes. December 2023 tax releases **(\$302.15) (AGENDA ITEM #2D)** are provided for the Board's consideration.

E. December 2023 Statute of Limitations for Collection of Delinquent Utility Accounts (\$1,832.34)

- Five utility accounts (2019) that have exceeded the NC Debt Setoff Program, a three year statute of limitations for collection and the four-year statute of limitations (N.C.G.S.25-2-725(1)) for collection (\$1,832.34) (AGENDA ITEM #2E) are provided for the Board's consideration.

3. ADMINISTRATIVE MATTERS

A. White Lake "Lake" Water Management Project Update

Dr. Diane Lauritsen, Ph.D., LIMNOSCIENCES has provided the most recent update of activities for the month of November 2023 (AGENDA ITEM #3A) for the Town of White Lake as information.

B. Water AIA Project Update

Sean Martin, Town Administrator, will present the project update. (AGENDA ITEM #3B)

C. Request for Proposals – Legal Services

Sean Marrtin, Town Administrator, will present the RFP for the provision of contract legal services as Town Attorney. (AGENDA ITEM #3C).

ACTION: Publish the RFP for Legal Services as presented.

D. Town of White Lake FY 2024-2025 Calendar of Budget Activities

Sean Martin, Town Administrator, will present the FY 24-25 Budget Calendar. (AGENDA ITEM #3D)

ACTION: Approve the FY24-25 Budget Calander as presented.

E. Lumber River Council of Government Board of Directors Nominations

The Board is requested to nominate a representative and an alternate to serve on the Lumber River Council of Governments Board of Directors. Previously Commissioner Blount has served as the representative for the Town.

ACTION: Nominate a representative and alternative as requested.

F. Department Commissioner Nominations

The Board is requested to nominate and appoint Commissioners to fill the role of Department Commissioner for each of the following Departments: Administration, Police, Fire, Streets, Water/Wastewater, Sanitation. As information, Commissioner Riel served as Water/Wastewater and Commissioner Clifton served as Sanitation.

ACTION: Appoint Department Commissioners as requested.

4. PRESENTATION(S)

A. Storm Water Master Plan Presentation

Amanda Hollingsworth, Project Manager with WithersRavenel, will present the project presentation to the Board and receive questions from the Board at the conclusion of the presentation. (AGENDA ITEM #4A)

Terri
Paul

5. RESOLUTION(S)

- A. RESOLUTION#2024-10** Authorizing the Town Administrator and Fire Chief disposition of certain personal property by sale or donation of a 1000-gallon SKID UNIT (tank/pump/reel) to Hickory Grove Fire Department to assist in the ability to respond and provide mutual aid for brush fires. (**AGENDA ITEM #5A**).

ACTION: Approve Resolution #2024-10 as presented.

- B. RESOLUTION#2024-11** Declaring that the Town of White Lake intends to request State loan and/or grant assistance for a study in a project described as the Lead Service Line Find and Replace Project Application. As part of this Resolution, the scope of work is outlined by WithersRavenel on the grant application process. The Town intends to apply for a \$2 Million "Find and Replace" grant. (**AGENDA ITEM #5B**).

ACTION: Approve Resolution #2024-11 as presented.

6. OTHER BUSINESS/PREVIOUS AGENDA ITEMS

(Other Commissioners Business Not on the Agenda (Non-voting Items))

A. Departmental Briefings/Reports

Department Heads will provide departmental updates at this time and answer any questions the Board may have. The following monthly reports are provided as information.

- Town Administrator's Report (**AGENDA ITEM #6A.1**)
- Tax Collector's Report (**AGENDA ITEM #6A.2**)
- Post Office Report (**AGENDA ITEM #6A.3**)
- Police Department Report (**AGENDA ITEM #6A.4**)
- Police Department Fuel Report (**AGENDA ITEM #6A.5**)
- Fire Department Fuel Report (**AGENDA ITEM #6A.6**)
- Public Works Department Fuel Report (**AGENDA ITEM #6A.7**)

- B.** As information, Town staff is expecting a proposal at the February 2024 Board of Commissioners Meeting from a hydrologist to continue the work proposed in the Preliminary Lake Management Plan. As part of the proposal, the work will include a ground water study to better understand the flow of water as it relates to White Lake.

- C.** Staff continues to work with Bladen County Building Inspections on three properties mentioned by Commissioner Blount at a previous Board meeting. The addresses for these properties are 7 Juniper St, 6844 HWY 701 N, and 30 E. Carolina Ave. Staff is going through the process of declaring these properties uninhabitable. An uninhabitable designation means that the property does not meet state or local standard for human habitation, which often results in legal implications and an immediate need for action.

- D.** The municipal complex will be closed on Monday, January 15, 2024, in observance of Martin Luther King, Jr. Day. In case of a water/sewer emergency, please dial 910-862-8141 (central communications), give your name, phone number and location of problem and the water/sewer on-call person will respond. The on-call person will be available in case of water/sewer emergencies.

OPEN FORUM: Three (3) minutes per citizen. Should state your name and address.

MEETING ADJOURNED



January 05, 2024

Mr. Sean Martin
Town of White Lake
1879 White Lake Drive
White Lake, NC 28337

RE: Town of White Lake Water AIA Project Update

Dear Mr. Martin:

Please see below project progress update with a breakdown of work completed during the invoicing period and work anticipated for next month:

- A. Work completed during the month of December 2023:
 - a. Reviewed data collected in the field and in the process of marking up areas for further field verifications/QA/QC checks as needed.
 - b. Requested data needed for hydraulic modeling efforts.
 - c. Attended monthly progress meeting.
 - d. Grant Administration: Submitted reimbursement forms to the State for approval.

- B. Work anticipated during the month of January 2023:
 - a. Complete field data collection review and schedule field QA/QC checks if needed.
 - b. Prepare System Mapbooks 1 for submission to the Town.
 - c. Prepare any outstanding data request items needed for the hydraulic model development and calibration.
 - d. Attend monthly progress meetings.
 - e. Grant Administration: Continue submission of monthly reimbursement requests to the State.

Please let me know if you have any questions or require any additional information.

Sincerely,

Deepthi Kalyanam, PE
Senior Project Manager
skalyanam@withersravenel.com
Ph. 919.469.3340 | Direct. 919.579.6811

AGENDA ITEM # 33



Town of White Lake, North Carolina
Request for Proposals -- Legal Services

Proposals must be received by the Town by 5pm, February 09 2024 either by mail

Town of White Lake
1879 White Lake Dr PMB 7250
White Lake, NC 28337

Or via email to the Town Administrator, Sean Martin at smartin@whitelakenc.org.

All proposals should be delivered in a sealed envelope marked "PROPOSAL FOR TOWN ATTORNEY."

Introduction

Town of White Lake, NC – Town Attorney. The Town of White Lake is seeking proposals for the provision of contract legal services as Town Attorney. The Town is seeking proposals from qualified legal service providers, licensed in the State of North Carolina, to represent the Town in a full range of legal affairs relevant to North Carolina municipalities. The Town Attorney is appointed by the Board of Commissioners and provides primary legal service to the Commissioners, Town Boards and Committees, and Town staff.

The Town of White Lake prefers the Town Attorney maintain membership in the NC Association of Municipal Attorneys and attend their annual conference(s) on behalf of the Town of White Lake. At least three years of municipal experience is preferred, but all applicants will be considered.

Scope of Services

The Town Attorney shall advise the Mayor, Board of Commissioners, Administrator, and other officials with respect to Town affairs; give opinions upon any municipal legal matter or questions submitted by the Mayor, Commissioners, Administrator, and any other town staff; draw proposed ordinances when requested; inspect and pass upon all agreements, contracts, franchises and other instruments that concern the Town; attend the regular monthly meetings of the Board of Commissioners (2nd Tuesday at 7pm), and other Town board meetings such as Planning Board or ad hoc committees upon request; engage in litigation on the Town's behalf when appropriate; and perform such other duties as may be required by virtue of the position as Town Attorney.

The following are further illustrative of the services to be provided to the Town of White Lake by its Town Attorney. This is not to be construed as a complete list of services. **AGENDA ITEM #** 3C

1. When authorized by the Board of Commissioners prepare all charges and complaints against, and appear in the appropriate court in the prosecution of, every person charged with the violation of a Town ordinance. Under the direction of the Board of Commissioners, defend

Town officials, Board and Committee members and employees in any action or claim against them in their official capacity. In those claims where the Board's insurance company has appointed legal counsel, the Board Attorney shall provide only those services requested by the Town Administrator.

2. Immediately report to the Administrator the filing of any litigation against the Town, as well as the final outcome of any such claim.
3. Prepare deeds, easements and contracts as pertaining to real estate and render title opinions on property being acquired by the Town.
4. Additional services as from time to time may be required, including counseling Department Heads, elected officials, instructing Board members and employees of the Town in the elements of public law and examining intergovernmental activities.
5. This scope of services does not include: answering inquiries from the general public or press. All such requests shall be forwarded to the Town Administrator; providing legal counsel to individual members of the Board of Commissioners, or other Town Boards.

Specific Requirements.

1. The Town of White Lake shall not be restricted from appointing specialized counsel as the need arises, or counsel when a conflict is evident.
2. Any firm selected by the Town will be prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of its responsibility for legal services with the Town or its rights, title, and interest therein, or its powers to execute such agreement to any other person, company, partnership or corporation without the previous consent and approval in writing from the White Lake Board of Commissioners.
3. Firms selected to provide legal services for the Town will not be allowed to represent any person, corporate entity, or Town employee in any action against the Town or before any Town board or committee in the regulatory process.
4. The law firm selected as a result of this proposal shall indemnify the Town of White Lake from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person resulting from any act or omission by the firm or its employees which constitutes negligence or malpractice. The firm shall be required to carry professional liability insurance and the proposal must specify the carrier and the coverage limits, which can be no less than one million dollars. An insurance certificate to this effect shall be provided to the Town on an annual basis.
5. Each attorney/firm must agree to keep a complete record of all actions, suits, proceedings and other matters handled by the firm for the Town, including written opinions on legal matters, and to deliver such records to any successor Town Attorney, upon request of the Board of Commissioners.
6. Each attorney/firm must identify an address of the offices of the attorneys who would provide services to the Town and their proximity in miles and driving time to the White Lake Town Hall. The applicant must indicate their availability to provide services in the evening hours between approximately 5:00 p.m. and 11:00 p.m. However, in rare circumstances (emergency situations) there may be times that legal representation is needed at other times including weekends and holidays. The Town reserves the right to request the services from the attorney and/or firm. The method of requesting services after 5pm shall be established between the Town Administrator and Town Attorney.

Desired Qualifications of the sole practitioner and/or firm:

- A thorough understanding of the legal framework of municipal government in North Carolina

- Diverse legal experience, particularly in the areas of municipal liability, regulation of new development, public employment law, construction and professional service contracts, and real estate law
- Prior local government law experience in service to a North Carolina city, town, village, county or related local government entity
- Accessibility and prompt response for the Mayor, Commissioners, Administrator, and designated Town staff as needed

Form of the Proposal

Proposals should address:

- Outline of the size and experience of the firm, including any legal municipal experience
- Office location(s)
- How the firm/individual will provide prompt, skilled, and efficient service to the Town
- Description of areas of expertise or legal experience that may benefit the Town
- Resumes of key personnel providing services to the Town, along with individual specialties
- Proposed rates for all work to be provided to the Town, including hourly rates, retainer rates, rates for travel, attendance at meetings, legal research, work done by legal staff, etc.
- Identify proposed Town Attorney, and how the firm will handle assignments if the Town Attorney is not available
- Listing of municipal clients and references, with contact information
- Other factors or information relevant to the scope of work sought

For purposes of the proposal, it is estimated that the Town Attorney will typically spend approximately five hours per week on Town related matters plus attend necessary municipal meetings.

While the Town Attorney is expected to perform the primary legal services function for the Town, the Town may hire specialized legal counsel to represent the Town in various matters considered outside the normal scope of work or outside of the firm's field of expertise. In the event that the Town Board of Commissioners hires outside legal help, the Town Attorney is expected to represent the Town's interest and act to coordinate the use of outside counsel.

Selection Process

Proposals will be reviewed and forwarded to the Board of Commissioners for further consideration.

The Town Attorney is a direct appointment of the Town Board of Commissioners. The Town reserves the right to negotiate with any or all bidders, to seek modifications or re-submissions of portions or entire proposals and to accept or reject any and all bids received. Please be advised that the Village Council may request candidate interviews prior to rendering a decision.

Contract for Services:

It is anticipated that the Village and the attorney or firm will enter into a two-year contract for services after appropriate negotiations, with options to extend the contract upon mutual consent. The contents of this RFP and the representations made in the proposal will become part of any contract awarded as well as any additional terms and provisions negotiated by the parties.

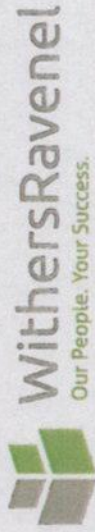
Questions

Questions or requests for information may be submitted to Michael Gunnell at the above address, by telephone at 336-766-7511, or by email at mgunnell@clemmons.org

TOWN OF WHITE LAKE
FY 2024/25 CALENDER OF BUDGET ACTIVITIES
(PROPOSED DATES ARE SUBJECT TO CHANGE)

DATE	ACTIVITY	NOTES
12 Dec	Governing Body appoints FY 2024/25 Budget Officer. (The Town Administrator has served as Budget Officer in the past).	G.S. 159.9
	Governing Body appoints the Budget Committee. (The Mayor and Board of Commissioners have served as the Budget Committee in the past).	G.S. 159.9
09 Jan	Budget Calendar presented to Town Council for approval.	G.S. 159.9
22 Jan	Budget materials distributed to Department Heads	G.S. 159.10
13 Feb	Adjourn February 13, 2024 meeting to Budget Retreat w/Budget Officer/Budget Committee & Department Heads (Proposed dates of Tuesday, February 27, 2024, Tuesday, March 19 or Tuesday, March 26, 2024)	
22 Jan/ 27 Feb	Department heads prepare budget requests/meet w/Department Commissioner(s) at the Dept. Commissioner's discretion.	
27 Feb/ 26 Mar	Budget Retreat	
29 Mar	Department budgets returned to Town Administrator	G.S. 159.10
09 Apr	Adjourn April 09, 2024 Board meeting to budget workshop (Proposed dates - April 23 or April 30, 2024).	G.S. 159.11
12 Apr	Last day for department heads to review proposed budget w/Budget Officer/Town Administrator/Finance Office	G.S. 159.10
23 Apr/ 30 Apr	1) Budget Committee meeting to review proposed budget and budget message 2) Make Budget available to public & press. 3) Publish Budget statement and notice of Public Hearing for May 14, 2024 Board meeting	G.S. 159.11 G.S. 159.12 G.S. 159.12
14 May	Hold Public Hearing on proposed Budget. (Depending on need, schedule additional budget meetings/hearings) If proposed Budget is not adopted May 14, adjourn meeting to another time in order that the budget is adopted by or on July 1 st .	G.S. 159.12
03 June	Last day to submit budget & budget message to Governing Body.	G.S. 159.11
01 July	Last day for Governing Body to adopt FY 2024/25 Budget Ordinance and levy tax rate.	G.S. 159.13

AGENDA ITEM # 30



Town of White Lake Golden LEAF Stormwater Master Plan

Town of White Lake, Bladen County, North Carolina
January 9, 2024

AGENDA ITEM # 4/A



Project Background

- **Golden LEAF**
 - Flood Mitigation Program
 - Engineering expenses related to planning and development of flood mitigation solutions.
 - December 2022 - \$82,500 awarded to the Town of White Lake to develop a stormwater management plan for the town to address localized flooding it experiences during heavy rain events.



WithersRavenel
Our People. Your Success.

Project Goals

- **Document Review and Research**
 - Research peer communities
- **Begin creation of a stormwater GIS inventory for the Town**
 - Detailed survey and limited field assessment
- **Watershed Analysis**
- **Develop conceptual level improvements for selected areas**
- **Final Report**



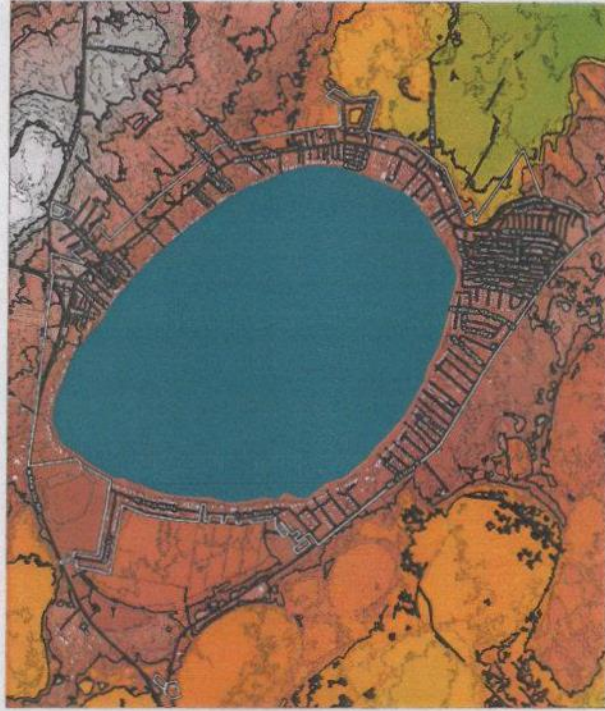
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Inventory Data Collection

- Focused on structures identified and accessible within the right-of-way
- 85 Structures (Inlets/Manholes)
- 217 Pipes



Watershed Analysis



Concept Considerations

- Concepts that could provide flood mitigation and water quality benefits
- Concepts alternatives that seem the most feasible based on project area constraints such as spatial, monetary, anticipated benefits, accessibility, regulatory, constructability, and lake usage



Selected Concepts

- **Area 1: Northeast Section of Town -Development of Parcels**
 - Find areas for stormwater storage and treatment
 - **A: Stormwater Park**
 - **B: Recreational Facility**
- **Area 2: White Lake Drive**
 - Incorporate Stormwater Control Measures (SCMs) into any future streetscape or roadway improvement projects
- **Policy Considerations**



Concept Area 1 Option A – Stormwater Park

- Recommendation: Identify empty parcel(s) and use space to store and treat stormwater runoff flowing towards lake from the NE side of Town
- Assumptions:
 - Park Location and total drainage area
 - Available land for SCMs
 - Ability of Town to acquire parcel(s)
 - Infrastructure connectivity

Table 5 – Area 1.A Pre vs Post Results for Northern Stormwater Park Stormwater Wetland

	Existing Conditions	Proposed Conditions with SCM	% Change Pre-to-Post
Drainage Area (ac)	15.8	15.8	
% Impervious Area in DA		56.7%	
1-Year Peak (cfs)	11.7	6.91	-41%
10-Year Peak (cfs)	35.78	31.36	-7%
100-Year Peak (cfs)	75.85	82.69	9%
Nitrogen load (lb/yr)	8.56	5.10	-40%
Phosphorous load (lb/yr)	1.21	0.79	-34%

Table 3 – Area 1.A Pre vs Post Results for Southern Stormwater Park Stormwater Wetland

	Existing Conditions	Proposed Conditions with SCM	% Change Pre-to-Post
Drainage Area (ac)	42.87	42.87	
% Impervious Area	0.2%	57%	
1-Year Peak (cfs)	21.78	15.48	-29%
10-Year Peak (cfs)	67.13	57.26	-15%
100-Year Peak (cfs)	142.52	110.71	-22%
Nitrogen load (lb/yr)	8.48	5.07	-40%
Phosphorous load (lb/yr)	1.18	0.78	-34%



Example: Town of Morrisville Town Center - Stormwater Wetland (looking east) May 23, 2022



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Concept Area 1 Option B – Recreation Facility

- Recommendation: Identify opportunities in any public project or future development (such as a recreation facility) to store and treat stormwater runoff
- Assumptions:
 - Park Location and total drainage area
 - Available land for SCMs
 - Amount of Impervious Area Increase with development
 - Amenities

Example: Town of Apex Pleasant Park
– Permeable Artificial Turf Soccer
Fields (October 2023)



Table 7 - Sizing for Recreational Amenities

Recreational Amenities	Area (square feet)
Facility Building and Picnic Shelters	26,400
2 Soccer Field	195,772
6 Pickleball Courts	7,500
1 Sand Volleyball Court	4,000
Trails	10,000
1 Basketball Court	5,040
Playground	10,000
Parking Lot and Sidewalks	72,000
Roadway	10,000

Table 9 - Area 1.B Pre vs Post Results for Recreation Center Stormwater Wetland

	Existing Conditions	Proposed Conditions with SCM	% Change Pre-to-Post
Drainage Area (ac)	44.08	39	
% Impervious Area	0%	65%	
1-Year Peak (cfs)	20.92	3.35	-84%
10-Year Peak (cfs)	61.11	16.69	-73%
100-Year Peak (cfs)	126.84	29.49	-77%
Nitrogen load (lb/yr)	9.97	5.83	-42%
Phosphorous load (lb/yr)	7.12	0.9	-87%

Example: Town of Holly Springs Ting
Park – Soccer Fields, Tennis Courts,
Recreational Facility and Wet Pond



Concept Area 2: Streetscape Opportunity Areas



Example: Indianapolis Cultural Trail Bioswales

Table 11- Area 2 Streetscape Green Infrastructure Pre vs Post Results

	Existing Conditions	Proposed Conditions with SCM	% Change Pre-to-Post
Drainage Area (sf)	99101	99101	
% Impervious Area	57%	52%	-5%
10-Year Peak (cfs)	13853	13108	-31%
Annual Runoff Volume (ft ³ /yr)	205591	141114	-67%
Nitrogen load (lb/yr)	19.46	6.47	-78%
Phosphorous load (lb/yr)	3.62	0.8	-78%

Preliminary Cost Estimates

- For all concepts discussed, costs are a very generalized estimate.
- Concepts are preliminary and more detail on location, treatment area, project area footprint, and adjacent project activities will allow for more accurate estimates
- Projects are combined with other construction activities, so costs such as design and mobilization for the stormwater portions would be a percentage of the overall project design and construction costs

Stormwater Park Proposed Improvements					
Structure	Quantity*	Unit	Unit Price	Total	
Southern Stormwater Wetland	1	EA	\$ 400,000	\$ 400,000	
Northern Stormwater Wetland	1	EA	\$ 150,000	\$ 150,000	
Land Acquisition	1	LS	\$ 200,000	\$ 200,000	
Landscaping	1	LS	\$ 108,000	\$ 108,000	
Permitting				\$ 20,000	
Stormwater Control				\$ 20,000	
Construction Safety				\$ 20,000	
Utility Expenses				\$ 20,000	
Construction				\$ 20,000	
Subtotal				\$ 1,334,000	
Construction Subtotal				\$ 1,334,000	
Engineering & Administration				\$ 270,000	
Construction Safety				\$ 20,000	
Utility Expenses				\$ 20,000	
Construction				\$ 20,000	
Subtotal				\$ 692,000	
Engineering & Administration Subtotal				\$ 692,000	
PROJECT TOTAL				\$ 2,356,000	

Recreation Park Proposed Improvements					
Structure	Quantity*	Unit	Unit Price	Total	
Landscaping	1	LS	\$ 108,000	\$ 108,000	
Soccer Field/Permeable	1	EA	\$ 780,000	\$ 780,000	
Stormwater Control Measure	1	EA	\$ 95,000	\$ 95,000	
Land Acquisition	1	LS	\$ 300,000	\$ 300,000	
Permitting				\$ 20,000	
Stormwater Control				\$ 20,000	
Construction Safety				\$ 20,000	
Utility Expenses				\$ 20,000	
Construction				\$ 20,000	
Subtotal				\$ 1,697,000	
Construction Subtotal				\$ 1,697,000	
Engineering & Administration				\$ 254,000	
Construction Safety				\$ 20,000	
Utility Expenses				\$ 20,000	
Construction				\$ 20,000	
Subtotal				\$ 1,031,000	
Engineering & Administration Subtotal				\$ 1,031,000	
PROJECT TOTAL				\$ 1,179,000	

Streetscape GI Proposed Improvements					
Structure	Quantity*	Unit	Unit Price	Total	
Bioretention	11,360	SF	\$ 30	\$ 340,800	
Storm Drainage System	1,600	LF	\$ 48	\$ 76,800	
Permitting				\$ 20,000	
Stormwater Control				\$ 20,000	
Construction Safety				\$ 20,000	
Utility Expenses				\$ 20,000	
Construction				\$ 20,000	
Subtotal				\$ 468,600	
Construction Subtotal				\$ 468,600	
Engineering & Administration				\$ 704,600	
Construction Safety				\$ 20,000	
Utility Expenses				\$ 20,000	
Construction				\$ 20,000	
Subtotal				\$ 1,273,200	
Engineering & Administration Subtotal				\$ 1,273,200	
PROJECT TOTAL				\$ 992,600	



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Policy Considerations

- **Peer Communities Selected**

- Lake Lure
- Lake Davidson
- Lake Mattamuskeet
- Town of Jacksonville
- Town of Navassa
- Brunswick County



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Policy Considerations

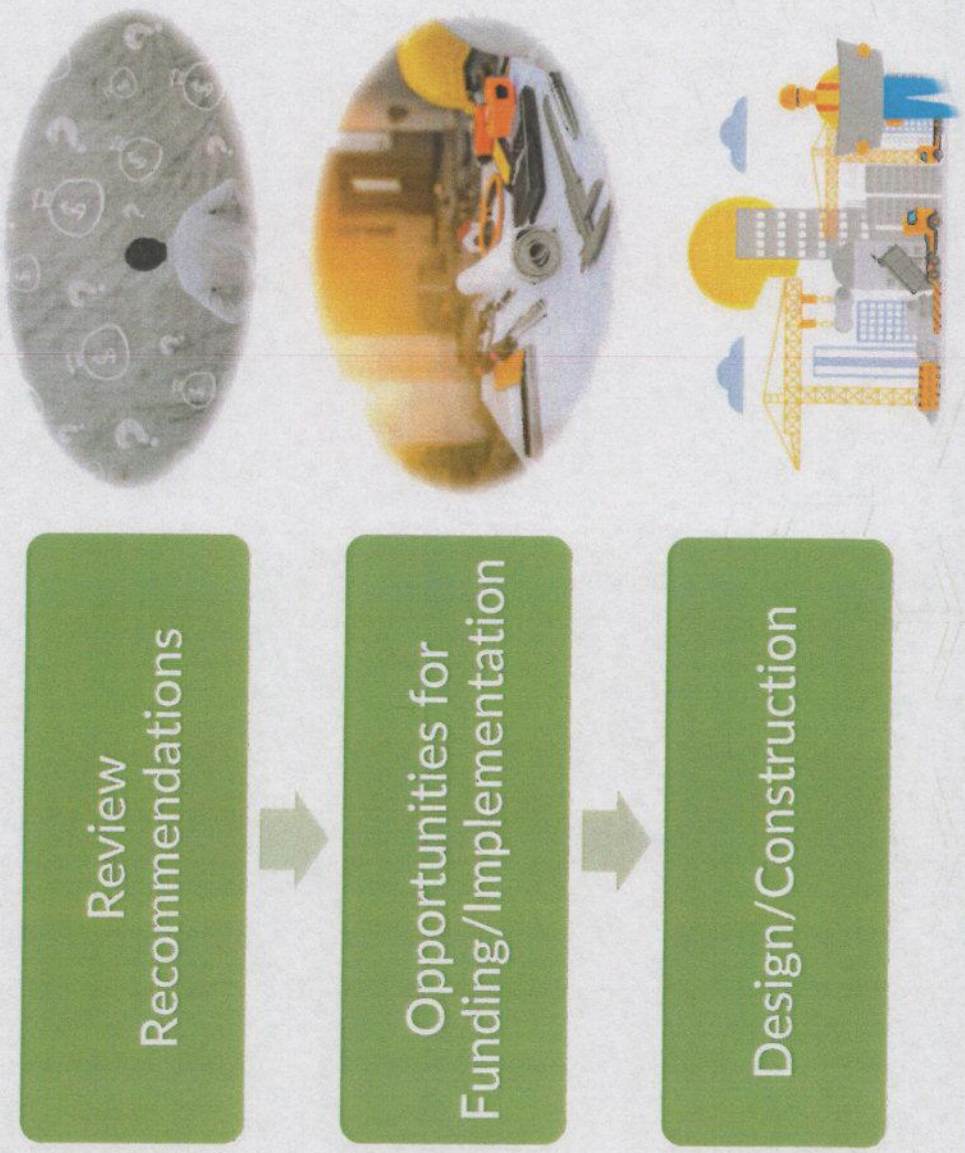
• Takeaways

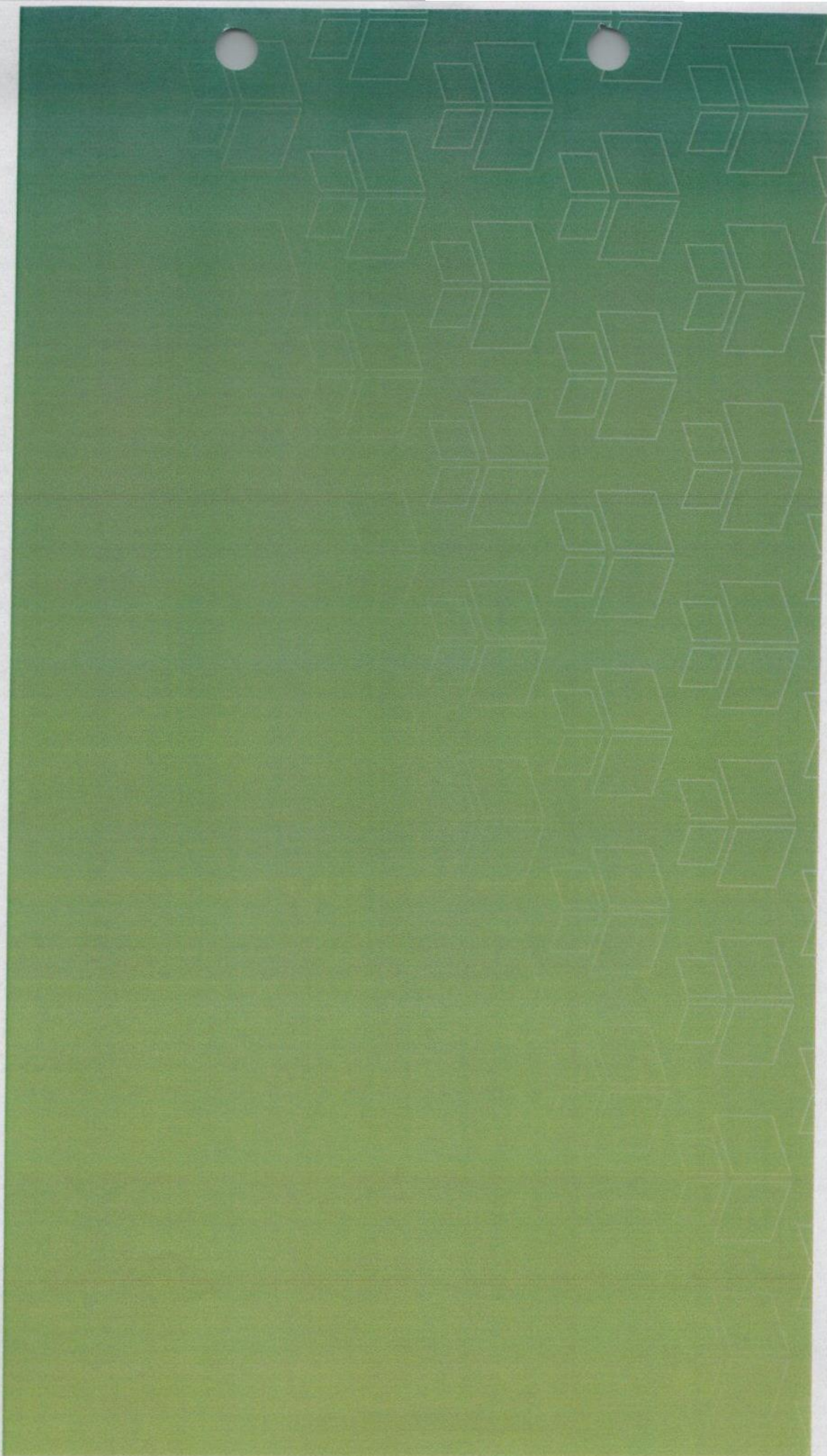
- Public engagement and education regarding how recreational activities, such as boating, can impact lake water quality. This can include discussing the boating use limitations and actions taken in Lake Davidson and Lake Lure, respectively.
- Additional local regulations through ordinances for permitted development, lake shore alterations, allowable discharges, and erosion and sediment control. These ordinances would need to go hand in hand with staff position to approve, inspect, and enforce ordinances.
- Assess funding needs and opportunities for aging sewer infrastructure to eliminate exfiltration of untreated sewer into the groundwater. Most of the available grants/loans are restricted to publicly owned portions of the collection system, and therefore cannot be used to address the old sewer laterals from the various structures around the lake that empty into the groundwater and/or lake.
- Water level management. As pumping water into the lake is not feasible, a feasibility study or assessment is recommended to analyze impacts of outlet management options. This would require coordination with state agencies.
- Nutrient reduction practices both within the drainage area and within the lake. Lake strategies could include submerged aquatic vegetation and/or floating wetlands to uptake nutrients.
- Alternative shoreline strategies to replace seawalls.



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Next Steps





**RESOLUTION AUTHORIZING THE DONATION OF
SURPLUS FIRE DEPARTMENT PROPERTY TO
THE GARLAND POLICE DEPARTMENT PURSUANT TO
NCGS 160A-280 ENTITLED DONATIONS OF PERSONAL PROPERTY
TO OTHER GOVERNMENTAL UNITS**

Resolution #2024-10

WHEREAS, The Town of White Lake has in its possession numerous Fire Department items to be declared as surplus property; and

WHEREAS, The Town of White Lake desires to donate a 1,000-gallon SKID UNIT (tank/pump/reel) identified as:

- Aluminum Skid Unit Tank
- Tank Hose Reel S/N: 882760
- Honda Tank Pump S/N: GCBOT-1291512

WHEREAS, The Town of White Lake desires to donate a 1,000-gallon SKID UNIT (tank/pump/reel) to the Hickory Grove Fire Department to assist in the ability to respond and provide mutual aid for brush fires; and

WHEREAS, The Town of White Lake is authorized to make such a donation pursuant to NCGS 160A 280 entitled "Donations of Personal Property to other Governmental Units" and

WHEREAS, the Town Administrator and the Fire Chief have recommended that the surplus property described as a 1,000-gallon SKID UNIT (tank/pump/reel) be disposed of.

NOW THEREFORE BE IT RESOLVED THAT the Commissioners of the Town of White Lake seeks to donate and provide to the Hickory Grove Fire Department the following properties

Adopted this 09th of January, 2024.

H. Goldston Womble, Jr., Mayor

Attest:

Patricia Kennedy-Taylor – Town Clerk

AGENDA ITEM # _____

SA



Hickory Grove Volunteer Fire Department

P O Box 85
Garland, NC 28441

Phone: 910-529-1584
Fax: 910-529-1584
Email: hgafd64@intrstar.net

Scottie Morgan, Chief
Frank Hobbs, Asst. Chief
Wayne Barnes Jr., Board of Directors
President

November 28, 2023

To: Town of White Lake

On behalf of the Hickory Grove Fire Department, we are in search of a 1,000 plus gallon skid unit. This unit would be used for a new truck that is being built for woods/structure fires. We have been notified that the town possibly has one available, if so we would greatly appreciate any assistances with this matter.

Sincerely,

A handwritten signature in black ink that reads "Scottie Morgan". The signature is written in a cursive style and is positioned above a horizontal line.

Scottie Morgan
Hickory Grove Vol. Fire Chief

RESOLUTION #2024-11 BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of White Lake has need for and intends to conduct a study in a project described as the Lead Service Line Find and Replace Project Application and,

WHEREAS, The Town of White Lake intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WHITE LAKE:

That the Town of White Lake, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of White Lake to make a scheduled repayment of the loan, to withhold from the Town of White Lake any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Sean Martin, Town Administrator, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the _____ day of _____, 2024 at White Lake, North Carolina.

H. Goldston Womble, Mayor

AGENDA ITEM # _____

SB

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of White Lake does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Board of Commissioners duly held on the _____ day of _____ 2024; and, further, that
such resolution has been fully recorded in the journal of proceedings and records in my office. IN
WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2024.

(Signature of Recording Officer)

Town Clerk

(Title of Recording Officer)



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December 19, 2023

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

**RE: Agreement for Professional Services
White Lake Spring 2024 Lead Service Line Application
White Lake, North Carolina
WR Project No. 23-1342-A**

Dear Mr. Martin,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Amanda Whitaker
Director, Funding Services, Funding and Asset Management

awhitaker@withersravenel.com
Ph. 336.605.3009 | Mobile. 336.250.7778

Attachment:
Agreement for Professional Services

AGENDA ITEM #

SB

115 Mackenan Drive | Cary, NC 27511

t: 919.469.3340 | www.withersravenel.com | License No. F-1479

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Raleigh | Southern Pines | Wilmington

Town of White Lake White Lake, North Carolina Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of White Lake and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project located in White Lake, North Carolina.

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

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of White Lake shall be known as the "Client" or "Town";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
5. Division of Water Infrastructure shall be known as "DWI";
6. The executed agreement shall be known as the "Agreement".

The Client wishes to pursue funding assistance from NCDEQ's DWI through the Lead Service Line Replacement Funds and would like assistance with completing the solicitation for the March 2024 funding cycle (Project). The primary objective of the Project is to obtain funding for finding and replacing service lines as discovered.

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Services will complete upon Consultant's submission of the proposed solicitation to the North Carolina Division of Water Infrastructure by the March 2024 solicitation deadline, and delivery of a copy of the solicitation to the Client.

C. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Solicitation Preparation, Submittal, and Support

- A. Assemble all materials necessary for the solicitation as outlined in DWI's 2023/2024 Funding Program guidance.
- B. Prepare all forms, narratives, and all required documents to support the solicitation process.
- C. Coordinate collection of any supporting information required for the solicitation.
- D. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.

- E. Thoroughly understand project scope and prepare a technical project description. The description of the project will be described in enough detail that it will include the project purpose, what the project entails, as well as technical information such as estimates of size/length and materials.
- F. Develop project cost estimates based off a technical project description. Budgets will be in the format stipulated by the DWI and will also be signed and sealed by Consultant's licensed professional engineer.
- G. Circulate solicitation information to the Client for review and approval.
- H. Participate in any teleconferences with DWI and Client as needed.
- I. Provide other assistance, as required, to facilitate the complete solicitation process.
- J. Work with Client to support obtaining needed signatures of the solicitation materials from the Client representative;
- K. Submit solicitation to DWI via their approved method and by their submittal deadline.
- L. Provide a PDF copy of the submitted solicitation to Client. Hardcopy to be provided upon request.

D. Exclusions/Additional Services

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

General

- o All plan submittal, review, or permitting fees;
- o Any work previously provided in other agreements;
- o Any other services not specifically listed within the Scope of Services.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
 - a. Provide representative for communications and decisions;
 - b. Preferred media platforms for communications with the Client;
 - c. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
 - d. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
 - e. 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;
 - f. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
 - g. Attend one (1) virtual Town meeting as required/needed;
 - h. Coordinate adoption of the required DWI resolution ahead of the solicitation deadline.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Solicitation Preparation, Submittal, and Support	\$5,000
TOTAL		\$5,000

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be expected during the performance of this contract.

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. The attached Exhibit II, 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.

Payment

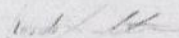
The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or 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.

G. Acceptance

This agreement is valid 15 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of White Lake. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL



Digitally signed by
Amanda Whitaker
Date: 2023.12.19
16:44:02 -05'00'

Signature

Date

Amanda Whitaker

Name

Director, Funding Services

Funding and Asset Management

Title

ACCEPTED BY:

TOWN OF WHITE LAKE

Signature

Date

Name

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- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay 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. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. **Change Orders:** CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT'S performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
Project Coordinators	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
KNA	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
Geomatics	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
Environmental	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
Administrative	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
Other	
Expert Witness	\$ 400
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

Effective January 1, 2023 - Schedule is subject to change



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
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	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
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
Other	
Expert Witness	\$ 400

Effective January 1, 2024 - Schedule is subject to change



Memorandum

To: Mayor Womble / Board of Commissioners

From: Sean Martin

Re: Administrator's Report

Date: January 09, 2024

1. **Lake Update**

Diane Lauritsen, Ph.D., has not yet provided her monthly report to the Board at the time of agenda publication. She has notified staff that her report should be ready by the first of next week, and as a result staff will send the report at that time. As follow up information from last month's report, Town Staff is expecting a proposal at the February 2024 Board of Commissioners Meeting from a hydrologist to continue the work proposed in the Preliminary Lake Management Plan. As part of the proposal, the work will include a ground water study to better understand the flow of water as it relates to White Lake. This proposal will also include a number of monitoring devices that will allow the Town to observe data in real time.

2. **FY24-25 Budget Calendar**

Please reference the Budget Calendar for Fiscal Year 2024-2025 in your agenda packet and check the dates to make sure your schedules align with this proposal. Staff is planning on having two budget retreats again this year, with the first retreat aimed at individual department request and the second retreat aimed at discussing a balanced budget.

3. **Lead and Copper Grant Application**

You will notice Resolution #2024-11 in your agenda packet to declare the Town's intention of applying for a DEQ grant to "find and replace" lead and copper in our drinking water system. This Resolution contains a scope of work from WithersRavenel to assist Town staff in the grant application process. The application fee is \$5000, and the grant the Town is seeking to obtain is \$2 million. If awarded, the Town will use this money to make improvements to the drinking water system via state guidelines.

4. **Request for Proposals – Legal Services**

Staff is proposing the Board publish a request for proposals for the provision of contracting legal services as Town Attorney. This RFP will be open from January 10th, 2024 until February 9th, 2024. At that time, staff will consult with the Board on responses received and schedule any necessary interviews with candidates for the position.

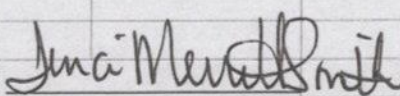
5. **Uninhabitable Properties**

Staff continues to work with Bladen County Building Inspections on three properties mentioned by Commissioner Blount at a previous Board meeting. The addresses for these properties are 7 Juniper St, 6844 HWY 701 N, and 30 E. Carolina Ave. Staff is going through the process of declaring these properties uninhabitable.

AGENDA ITEM # GA.1

TAX COLLECTION RATE REPORT

12/29/2023

Tax Year	Charges For Year	Collections For Year	Collection Percentage	Balance Owed
2023	\$ 822,156.23	\$ 572,100.70	69.59%	\$ 250,055.53
2022	\$ -	\$ -	0.00%	\$ 16,768.96
2021	\$ -	\$ -	0.00%	\$ 8,927.12
2020	\$ -	\$ -	0.00%	\$ 5,764.26
2019	\$ -	\$ -	0.00%	\$ 5,019.63
2018	\$ -	\$ -	0.00%	\$ 3,553.34
2017	\$ -	\$ -	0.00%	\$ 3,043.19
2016	\$ -	\$ -	0.00%	\$ 2,857.73
2015	\$ -	\$ -	0.00%	\$ 2,319.61
2014	\$ -	\$ -	0.00%	\$ 3,404.83
Totals	\$ -	\$ -	0.00%	\$ 301,714.20
Vehicle Tax Collected by Bladen Co/VTS in December 2023-----				\$4,998.31
Debt Setoff Payments for November 2023-----				
			TAXES	\$ -
			WATER	\$ -
			TOTAL	\$ -
PSN Payments for November 2023-----				
			TAXES	\$ 12,650.81
			WATER	\$ 38,633.03
			ZONING	\$ 100.00
			TOTAL	\$ 51,383.84
Tax Collector's Statement for December 2023			 Tina Merritt-Smith Tax Collector	

AGENDA ITEM # 6A.2

TO: PAT

POST OFFICE MONTHLY REPORT

MONTH: December 2023

NUMBER OF BOXES:	Small	180
	Medium	64
	Large	<u>8</u>
TOTAL NUMBER OF BOXES:		252

<u>Box Size</u>	<u>Beginning Balance</u>	<u>Rented</u>	<u>Closed</u>	<u>Ending Balance</u>
Small	<u>127</u>	<u>0</u>	<u>1</u>	<u>126</u>
Medium	<u>26</u>	<u>0</u>	<u>0</u>	<u>26</u>
Large	<u>4</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>157</u>			<u>156</u>
Total Boxes Rented				<u>156</u>

Submitted by: *T. Fulk*
Date: 12-30-2023

AGENDA ITEM # 6A.3

Sean Martin

From: Mike Salmon <msalmon@whitelakenc.org>
Sent: Tuesday, January 2, 2024 7:14 AM
To: 'Patricia Kennedy-Taylor'; 'Sean Martin'; bsmith@whitelakenc.org
Subject: December 2023 Monthly Police Report
Attachments: Fleet - Fleet-13.pdf

Good morning,

I have attached the December 2023 monthly fuel report for the police department. Due to a Ransomware attack against Bladen County's network, I cannot connect to the police departments Records Management System. Therefore, I am currently unable to provide a complete monthly report for the police department. When the system becomes accessible, I will provide you with a report.

Thanks,

Mike Salmon | Lieutenant
ph: (910) 862-4057
fax: (910) 862-4017

White Lake Police Department
1879 White Lake Drive PMB 7250
White Lake, N.C. 28337
www.whitelakenc.org



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized official.

AGENDA ITEM # GA.4

FLEET MANAGEMENT REPORT

WHITE LAKE POLICE DEPT
 1879 WHITE LAKE DR. PMB 7250
 WHITE LAKE, NC 28337-6280

Account # 4802

FLEET MANAGEMENT REPORT FOR : 12/1/2023 - 12/31/2023 11:59:00 PM

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT NAME	QUANTITY	BASE PRICE	FEDERAL TAX	STATE TAX	OTHER	TOTAL
Regular Unleaded	513.704	\$270.26	\$0.00	\$0.00	\$0.00	\$270.26
TOTAL	513.704	\$270.26	\$0.00	\$0.00	\$0.00	\$270.26

Transaction Detail for Customer: 4802 - White Lake Police Dept

DATE	TIME	LOCATION	DRIVER	ODOMETER	MPG	PRODUCT	QTY	NET PRICE	TAXES	TOTAL AMOUNT
87131 - 2009 Dodge Charger 9398										
12/29	12:37	Minuteman #32-	Mike Salmon	96351	0.0	Regular Unleaded	13.131		0.00000	
			Miles:	0.0	0.0		13.131			
87132 - 2013 Ford Police Utility 3947										
12/21	11:23	Minuteman #32-	Winfort Nichols	127629	0.0	Regular Unleaded	13.509		0.00000	
12/23	18:20	Minuteman #32-	Winfort Nichols	167835		Regular Unleaded	12.305		0.00000	
12/25	05:17	Minuteman #32-	Winfort Nichols	167993	12.9	Regular Unleaded	12.205		0.00000	
12/28	05:04	Minuteman #32-	Winfort Nichols	168151	13.9	Regular Unleaded	11.384		0.00000	
			Miles:	40522.0	8.9		49.403			
122324 - 2014 Ford Police Utility 2963										
12/04	16:03	Minuteman #32-	Winfort Nichols	157551	0.0	Regular Unleaded	12.052	2.97900	0.00000	\$ 35.90
12/05	16:46	Minuteman #32-	Winfort Nichols	157648	11.8	Regular Unleaded	8.223		0.00000	
12/08	16:40	Minuteman #32-	Winfort Nichols	157836	12.1	Regular Unleaded	15.543		0.00000	
12/10	15:58	Minuteman #32-	Winfort Nichols	158014	11.7	Regular Unleaded	15.158		0.00000	
12/19	21:45	Minuteman #32-	Winfort Nichols	158200	12.9	Regular Unleaded	14.370		0.00000	
			Miles:	649.0	9.7		65.346			\$ 35.90
153088 - 2015 Ford Police Utility - 8266										
12/01	08:09	Minuteman #32-	William Scott	109678	0.0	Regular Unleaded	7.849	2.98900	0.00000	\$ 23.46
12/02	06:31	Minuteman #32-	William Scott	109883	15.8	Regular Unleaded	12.992	2.97900	0.00000	\$ 38.70
12/03	10:31	Minuteman #32-	William Scott	110079	15.8	Regular Unleaded	12.415	2.97900	0.00000	\$ 36.98
12/06	14:03	Minuteman #32-	William Scott	110261	14.1	Regular Unleaded	12.884		0.00000	
12/07	10:35	Minuteman #32-	William Scott	110416	12.9	Regular Unleaded	11.985		0.00000	
12/11	05:49	Minuteman #32-	William Scott	110703	17.7	Regular Unleaded	16.187		0.00000	
12/12	07:12	Minuteman #32-	William Scott	110888	14.3	Regular Unleaded	12.897		0.00000	
12/15	05:46	Minuteman #32-	William Scott	111161	22.6	Regular Unleaded	12.071		0.00000	
12/16	09:31	Minuteman #32-	William Scott	111354	13.4	Regular Unleaded	14.359		0.00000	
12/20	19:28	Minuteman #32-	William Scott	111561	17.2	Regular Unleaded	12.027		0.00000	
12/21	18:52	Minuteman #32-	William Scott	111725	11.3	Regular Unleaded	14.568		0.00000	
12/25	07:49	Minuteman #32-	William Scott	111858	11.2	Regular Unleaded	11.918		0.00000	
12/26	07:01	Minuteman #32-	William Scott	112001	13.1	Regular Unleaded	10.936		0.00000	
12/29	12:45	Minuteman #32-	William Scott	112148	14.3	Regular Unleaded	10.270		0.00000	
12/31	06:58	Minuteman #32-	William Scott	112330	13.1	Regular Unleaded	13.888		0.00000	
			Miles:	2652.0	13.8		187.246			\$ 99.14

6A.5

FLEET MANAGEMENT REPORT

WHITE LAKE POLICE DEPT
 1879 WHITE LAKE DR. PMB 7250
 WHITE LAKE, NC 28337-6280

Account # 4802

FLEET MANAGEMENT REPORT FOR : 12/1/2023 - 12/31/2023 11:59:00 PM

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT NAME	QUANTITY	BASE PRICE	FEDERAL TAX	STATE TAX	OTHER	TOTAL
Regular Unleaded	513.704	\$270.26	\$0.00	\$0.00	\$0.00	\$270.26
TOTAL	513.704	\$270.26	\$0.00	\$0.00	\$0.00	\$270.26

Transaction Detail for Customer: 4802 - White Lake Police Dept

DATE	TIME	LOCATION	DRIVER	ODOMETER	MPG	PRODUCT	QTY	NET PRICE	TAXES	TOTAL AMOUNT
243036 - 2016 Ford Police Utility- 5309										
12/04	21:06	Minuteman #32-	Joseph Graham	106966	0.0	Regular Unleaded	12.394	2.97900	0.00000	\$ 36.92
12/08	19:13	Minuteman #32-	Joseph Graham	107140	13.5	Regular Unleaded	12.866		0.00000	
12/10	17:53	Minuteman #32-	Joseph Graham	107284	13.2	Regular Unleaded	10.872		0.00000	
12/13	22:11	Minuteman #32-	Joseph Graham	107364	10.6	Regular Unleaded	7.513		0.00000	
12/15	02:10	Minuteman #32-	Joseph Graham	107468	11.4	Regular Unleaded	9.157		0.00000	
12/19	09:27	Minuteman #32-	Joseph Graham	107638	15.0	Regular Unleaded	11.347		0.00000	
12/22	15:41	Minuteman #32-	Joseph Graham	107754	12.2	Regular Unleaded	9.485		0.00000	
12/24	10:08	Minuteman #32-	Joseph Graham	107899	14.1	Regular Unleaded	10.269		0.00000	
12/28	10:58	Minuteman #32-	Joseph Graham	108066	15.2	Regular Unleaded	10.973		0.00000	
			Miles:	1100.0	11.7		94.876			\$ 36.92
284140 - 2017 Dodge Charger 0218										
12/31	00:33	Minuteman #32-	Bruce Smith	31666	0.0	Regular Unleaded	16.737		0.00000	
			Miles:	0.0	0.0		16.737			
436588 - 2020 Jeep Grand Cherokee 7725										
12/02	20:18	Minuteman #16	Mike Salmon	38588	0.0	Regular Unleaded	22.593	2.97900	0.00000	\$ 67.30
12/14	08:10	Minuteman #32-	Mike Salmon	38924	15.8	Regular Unleaded	21.312		0.00000	
			Miles:	336.0	7.9		43.905			\$ 67.30
483567 - 2022 Ford Explore 8685										
12/03	19:25	Minuteman #32-	Bert Harris	23290	0.0	Regular Unleaded	10.406	2.97900	0.00000	\$ 31.00
12/11	20:26	Minuteman #32-	Bert Harris	23443	13.8	Regular Unleaded	11.118		0.00000	
12/17	17:55	Minuteman #32-	Bert Harris	23579	12.1	Regular Unleaded	11.223		0.00000	
12/26	18:11	Minuteman #32-	Bert Harris	23718	13.5	Regular Unleaded	10.313		0.00000	
			Miles:	428.0	9.9		43.060			\$ 31.00

FLEET MANAGEMENT REPORT

WHITE LAKE FIRE DEPT.
 1879 WHITE LAKE DR. PMB 7250
 WHITE LAKE, NC 28337-6280

Account # 4803

FLEET MANAGEMENT REPORT FOR : 12/1/2023 - 12/31/2023 11:59:00 PM

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT NAME	QUANTITY	BASE PRICE	FEDERAL TAX	STATE TAX	OTHER	TOTAL
Regular Unleaded	41.910	\$123.24	\$0.00	\$0.00	\$0.00	\$123.24
TOTAL	41.910	\$123.24	\$0.00	\$0.00	\$0.00	\$123.24

Transaction Detail for Customer: 4803 - White Lake Fire Dept.

DATE	TIME	LOCATION	DRIVER	ODOMETER	MPG	PRODUCT	QTY	NET PRICE	TAXES	TOTAL AMOUNT
521379 - 2011 Dodge Ram										
12/06	08:50	Minuteman #32-	Dale Brennan	132932	0.0	Regular Unleaded	18.879	2.97900	0.00000	\$ 56.24
			Miles:	0.0	0.0		18.879			\$ 56.24
574375 - Ford F 350										
12/27	09:51	Minuteman #32-	Dale Brennan	647	0.0	Regular Unleaded	23.031	2.90900	0.00000	\$ 67.00
			Miles:	0.0	0.0		23.031			\$ 67.00

AGENDA ITEM # 6A.6

FLEET MANAGEMENT REPORT

WHITE LAKE PUBLIC WORKS DEPT
 1879 WHITE LAKE DR. PMB 7250
 WHITE LAKE, NC 28337-6280

Account # 4801

FLEET MANAGEMENT REPORT FOR : 12/1/2023 - 12/31/2023 11:59:00 PM

SUMMARY OF TRANSACTIONS THIS REPORTING PERIOD FOR ALL VEHICLES IN YOUR FLEET

PRODUCT NAME	QUANTITY	BASE PRICE	FEDERAL TAX	STATE TAX	OTHER	TOTAL
Diesel - Hwy	13.046	\$52.13	\$0.00	\$0.00	\$0.00	\$52.13
Regular Unleaded	206.667	\$606.15	\$0.00	\$0.00	\$0.00	\$606.15
TOTAL	219.713	\$658.28	\$0.00	\$0.00	\$0.00	\$658.28

Transaction Detail for Customer: 4801 - White Lake Public Works Dept

DATE	TIME	LOCATION	DRIVER	ODOMETER	MPG	PRODUCT	QTY	NET PRICE	TAXES	TOTAL AMOUNT
14 - 2017 Dodge Ram 2500										
12/05	07:40	Minuteman #32-	Lee Cain	56281	0.0	Regular Unleaded	24.673	2.97900	0.00000	\$ 73.50
12/13	14:46	Minuteman #32-	Lee Cain	56505	9.3	Regular Unleaded	23.989	2.93900	0.00000	\$ 70.50
12/17	14:29	Minuteman #32-	Lee Cain	56627	7.8	Regular Unleaded	15.552	2.91900	0.00000	\$ 45.40
12/20	08:32	Minuteman #32-	Lee Cain	56860	8.9	Regular Unleaded	26.194	2.90900	0.00000	\$ 76.20
			Miles:	579.0	6.5		90.408			\$ 265.60
16 - #16 2022 Ford Truck										
12/06	06:28	Minuteman #32-	Kevin Taylor	17676	0.0	Regular Unleaded	15.441	2.97900	0.00000	\$ 46.00
12/15	14:34	Minuteman #32-	Kevin Taylor	18100	20.6	Regular Unleaded	20.584	2.93900	0.00000	\$ 60.50
12/22	09:13	Minuteman #32-	Kevin Taylor	18471	20.4	Regular Unleaded	18.218	2.90900	0.00000	\$ 53.00
			Miles:	795.0	13.7		54.243			\$ 159.50
18 - #18 2022 Ford Truck										
12/29	07:20	Minuteman #32-	Will Bratt	10187	0.0	Regular Unleaded	21.392	2.89900	0.00000	\$ 62.02
			Miles:	0.0	0.0		21.392			\$ 62.02
19 - #19 2022 Ford F-150										
12/13	08:18	Minuteman #32-	Robert Atkinson	6410	0.0	Regular Unleaded	21.030	2.95900	0.00000	\$ 62.23
12/29	09:33	Minuteman #32-	Jason Thomas	6656	12.6	Regular Unleaded	19.594	2.89900	0.00000	\$ 56.80
			Miles:	246.0	6.3		40.624			\$ 119.03
20 - 2023 Kabota Side by Side										
12/11	07:51	Minuteman #32-	Barry Glisson	830	0.0	Diesel - Hwy	5.945	4.02900	0.00000	\$ 23.95
12/29	07:43	Minuteman #32-	Barry Glisson	906	10.7	Diesel - Hwy	7.101	3.96900	0.00000	\$ 28.18
			Miles:	76.0	5.4		13.046			\$ 52.13

AGENDA ITEM # 6A.7

TOWN OF WHITE LAKE

PUBLIC NOTICE

IN OBSERVANCE OF MARTIN LUTHER KING, JR. DAY, THE MUNICIPAL COMPLEX WILL BE CLOSED MONDAY, JANUARY 15, 2024.

PAYMENTS MAY BE DEPOSITED IN THE NIGHT DEPOSIT BOX LOCATED BESIDE THE DRIVE-THRU WINDOW.

In case of a Water/Sewer emergency, please dial 910-862-8141 (Central Communications), give your name, phone number and location of problem and the Water/Sewer on-call person will respond.

H. GOLDSTON WOMBLE, JR.
MAYOR

AGENDA ITEM #

6.D