

**River Bend Town Council  
Special Work Session Minutes  
August 12, 2021  
Town Hall  
7:00 p.m.**

Present Council Members:	Mayor John Kirkland Don Fogle Brian Leonard Barbara Maurer Buddy Sheffield Bud Van Slyke
Town Manager:	Delane Jackson
Town Clerk:	Kristie Nobles
Town Attorney:	Dave Baxter

**CALL TO ORDER**

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 12, 2021 at the River Bend Town Hall with a quorum present. He stated that this work session meeting is considered a special meeting due to the meeting time change.

The Town Manager stated that there are two items that need to be added to the agenda, item 12 PWAB – Public Works Advisory Board and item 13 Planning Board Appointments.

**DISCUSSION – Title VI Policy**

The Manager stated that the Title VI Policy has been discussed at previous Council meetings and at the recommendation of the Council; he has revised the policy removing the note in the protected categories sex definition area. The revised policy was presented. Councilman Fogle stated that he would not be present at the next meeting to vote on this policy but he approves it as presented.

**DISCUSSION – Building Use Policy**

The Manager stated that the Council recommended some changes to the Building Use Policy that was presented previously. He stated that the amended Building Use Policy was included in the agenda package. Councilman Van Slyke asked if the kitchen use fee would apply to the groups that the rental fee had been waived. The Manager stated that the kitchen fee would apply to any group that would request kitchen use. Councilman Van Slyke requested that the fee be waived for all groups that the rental fee is waived. After a brief discussion with the Council, the Manager stated that he would have the proposed Building Use Policy revised to include the request.

**DISCUSSION – Retainer Agreement for Legal Services**

The Manager stated that the Retainer Agreement presented is for legal services in the event there is ever PFAS contamination in the Town's water supply. This agreement is needed if there is ever an event that would require legal services.

**VOTE – Retainer Agreement for Legal Services**

Councilman Sheffield motioned to approve the Napoli Shkonik Retainer Agreement for Legal Services and authorize the Mayor to sign on behalf of the Town of River Bend. The motion carried unanimously. (see attached)

**DISCUSSION – Asset Inventory and Assessment Grant Applications (2) Agreement**

The Manager stated that the Asset Inventory and Assessment Grant Application Agreement is included and each grant is for \$150,000. One for Water and one is for Sewer. This grant allows the town to purchase technology that allows mapping and GPS for the meters and valves. This would help the Public Works department operations especially during storms and in case of an emergency.

### **DISCUSSION – Statewide Mutual Aid Agreement**

The Manager stated that the Statewide Mutual Aid agreement is normally completed every time there is an amendment but the State is now requiring this agreement to be completed annually.

### **DISCUSSION – ECCOG Board Appointment**

The Manager stated that the Town of River Bend has a vacant position on the Eastern Carolina Council of Government board. The Manager stated that he has had one volunteer, Patty Leonard, who is interested in this vacancy. Councilman Van Slyke stated that he would like the representative to share with the Council information from the ECCOG meetings.

### **VOTE – ECCOG Board Appointment**

Councilman Sheffield motioned to appoint Patty Leonard to the Eastern Carolina Council of Government board. The motion carried unanimously.

### **DISCUSSION – American Rescue Plan Act (ARPA) Project Resolution**

The Manager stated that the Town has received the funds from the ARPA and the guidelines for projects.

### **VOTE – American Rescue Plan Act (ARPA) Project Resolution**

Councilwoman Maurer motioned to approve the American Rescue Plan Act project resolution as presented. The motion carried unanimously. (see attached)

### **DISCUSSION – American Rescue Plan Act (ARPA) Project Ordinance**

The Manager presented the American Rescue Plan Act Project Ordinance and stated that this is the standard procedure when completing multiple-year projects.

### **VOTE – American Rescue Plan Act (ARPA) Project Ordinance**

Councilwoman Maurer motioned to approve the American Rescue Plan Act project ordinance as presented. The motion carried unanimously. (see attached)

### **DISCUSSION – Award Bid for Architectural Services**

The Manager presented the evaluation results for the request for qualifications for architectural services for the Public Works project. He stated that he had received 8 responses. The Manager recommended awarding the bid to The Walker Group. He stated that The Walker Group had completed the Municipal Building and he was very impressed with their services. He stated this would invite the awarded group to submit a fee proposal and the Council would have to approve that.

### **VOTE – Award Bid for Architectural Services**

Councilman Leonard motioned to select The Walker Group as architects for the Public Works Project. The motion carried unanimously.

### **DISCUSSION – Budget Amendment 21-B-01**

The Manager presented Budget Amendment 21-B-01, which includes moving funds for the new police car and installing police equipment, two small projects from last year that were not completed and rolling over funds in the water and sewer department for the ASDRA grant. Councilman Leonard asked if this would affect the police department budget, and the Manager stated it would not.

### **DISCUSSION – CDBG Award of Bid for Home Construction**

The Manager stated that the Town has received bids for the demolition and reconstruction of three homes on Old Pollocksville Road. He stated that the homeowners would be displaced during the project. He also stated that the low bidder was Holland Construction and The Adams Company recommended that the bid be awarded to the lowest bidder.

**VOTE – CDBG Award of Bid for Home Construction**

Councilman Leonard motioned to award the CDBG demolition / reconstruction bids for projects 19-01, 19-04 and 19-05 to Holland Construction. The motion carried unanimously.

**DISCUSSION – PWAB – Public Works Advisory Board**

The Mayor stated that after a lot of discussion with the Council and the PWAB chairman it has been recommended to dissolve the PWAB. He stated that if there is a need for the PWAB in the future the advisory board could be reactivated. The Manager stated that the Council is currently revising the Advisory Board Ordinances and the PWAB would be removed when the ordinances are finalized.

**VOTE – PWAB – Public Works Advisory Board**

Councilman Sheffield motioned to dissolve the Public Works Advisory Board. The motion carried unanimously.

**DISCUSSION – Planning Board Appointments**

The Manager stated that the town has received two applications for the Planning Board, and there are currently two vacancies. Councilman Sheffield stated he felt both applicants would be excellent additions to the Planning Board.

**VOTE – Planning Board Appointments**

Councilman Sheffield motioned to appoint Kathleen Fleming to the Planning Board for a term beginning August 12, 2021 and expiring June 30, 2023. The motion carried unanimously.

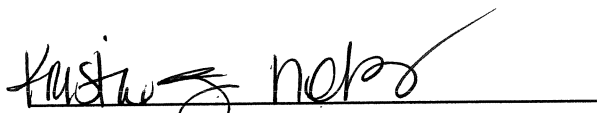
Councilman Sheffield motioned to appoint Linda Cummings to the Planning Board for a term beginning August 12, 2021 and expiring June 30, 2022. The motion carried unanimously.

**REVIEW AGENDA FOR THE AUGUST 19, 2021 COUNCIL MEETING**

The Council reviewed the Agenda for the August 19, 2021, Council meeting.

**ADJOURNMENT/RECESS**

There being no further business, Councilman Sheffield **moved to adjourn**. The meeting adjourned at 8:05 p.m.

  
\_\_\_\_\_  
Kristie J. Nobles  
Town Clerk



## RETAINER AGREEMENT

### **THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE NEW YORK GENERAL ARBITRATION STATUTE**

Town of River Bend, North Carolina, (Client) retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and 1,4 - Dioxane. We specifically agree as follows:

1. **FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Thirty Percent (30%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

2. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. **COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
30% Attorney's Fee	\$ 30.00
Net settlement	\$ 70.00
Disbursements	-\$ 10.00
Net to Client	\$ 60.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to

conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

**10. ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

**11. ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

**12. NEW YORK OR APPLICABLE LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

**13. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in New York County, New York. This arbitration provision shall be enforceable in either federal or state court in New York County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York County, New York having jurisdiction.

**14. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

**15. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**16. PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE NEW YORK GENERAL ARBITRATION STATUTE**

**NAPOLI SHKOLNIK, PLLC**

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

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

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

Printed Name of Attorney \_\_\_\_\_

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

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

**Town of River Bend Resolution**  
**Designating American Rescue Plan Act Project**

**Whereas,** the Town of River Bend has received \$964,378 from the United States Treasury as part of the American Rescue Plan Act (APRA), and

**Whereas,** the Town is restricted by funding guidelines on what projects the ARPA funds may be used to fund, and

**Whereas,** the Town Council has considered several eligible infrastructure projects, and

**Whereas,** the current United States Treasury Interim Final Rule, provides wide latitude for governments to identify investments in water and sewer infrastructure that are of the highest priority for their own community, and

**Whereas,** the town's proposed project has been ruled as eligible for funding by the State of North Carolina's Division of Water Infrastructure under the Environmental Protection Agency's Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund, and

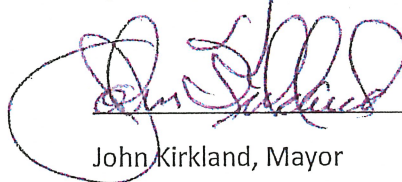
**Whereas,** the Town Council designates the proposed project as eligible for funding under ARPA;

**Now therefore be it resolved,** that the River Bend Town Council does hereby designate the construction of an administrative building to be used by the Town's water and sewer systems in support of their overall operations as the Town's ARPA project.

**Be it further resolved,** that the River Bend Town Council, in accordance with the provisions of North Carolina General Statute 160A-17.1 does hereby accept the ARPA funds.

**Be it further resolved,** that the River Bend Town Council appoints Town Manager, Delane Jackson, as the authorized representative to administer the APRA funds and sign on behalf of the Town.

Adopted this 12<sup>th</sup> day of August, 2021

  
\_\_\_\_\_  
John Kirkland, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristie J. Nobles, Town Clerk







## TOWN OF RIVER BEND

### Grant Project Ordinance for Coronavirus State and Local Fiscal Recovery Fund American Rescue Plan Act of 2021

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1.** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The Town received the first tranche in the amount of \$482,189 of CSLRF funds. The total allocation is \$964,378, with the remainder to be distributed to the town within 12 months. These funds will be used, to the extent authorized by state law, for construction of an administrative building to be used by the Town's water and sewer systems in support of their overall operations.

**Section 2.** The following amounts are appropriated for the project and authorized for expenditure:

CSLRF Project	\$964,378
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**Section 3.** The following revenues are anticipated to be available to complete the project:

CSLRF Project	\$964,378
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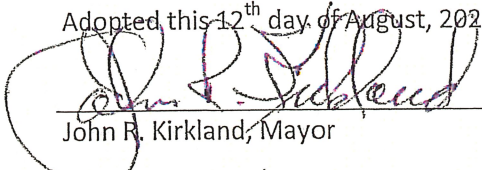
**Section 4.** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

**Section 5.** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a monthly basis.


**Section 6.** Copies of this grant project ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

**Section 7.** This grant project ordinance expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

Adopted this 12<sup>th</sup> day of August, 2021.

  
John R. Kirkland, Mayor

Attest:

  
Kristie J. Nobles, Town Clerk

