

Telephone: 843-549-2545

Fax: 843-549-9795

TTY Relay: 1-800-735-2905

# City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

**Walterboro City Council  
Special Called Meeting  
February 7, 2012  
City Hall  
4:00 P.M.**

## **A G E N D A**

**I. Call to Order:**

1. Invocation.
2. Pledge of Allegiance.

**II. Public Input on Agenda Items:**

**III. Old Business:**

**IV. New Business:**

1. **Resolution # 2012-R-03**, Community Facility Grant Resolution, A Resolution Authorizing the City Manager and City Clerk to Execute Forms Pursuant to Grant Applications in the Amount of \$93,240, (for Ladder Fire Truck \$52,500; Public Works Truck \$2,550; Planning & Codes Truck \$2,550; Parks Department Truck \$3,615; and Sanitation Truck and Pickup Truck \$32,025 (Resolution and materials attached).
2. Consideration of Bids Received for Improvements to Jackson Street Lift Station (Memo and Bid Tabulation Attached).
3. Consideration of Recommendation to Purchase 2002 Ladder Fire Truck and Equipment for the Sum of \$350,000.00 (Copy of Purchase Contract attached).
4. Consideration of Parade Permit Request - Gwendolyn Wiggins, Direct General Insurance (Copy attached).
5. Request to Use Waterfall Plaza for a Sidewalk Sales Event on May 5, 2012 by Walterboro Merchants Association (Letter attached).

**V. Committee Reports:**

Page -2-  
City Council Meeting  
Agenda  
February 7, 2012

**VI. Executive Session:**

1. Discussion of negotiations incident to proposed contractual arrangements.

**VII. ADJOURNMENT.**

## RESOLUTION NO. 2012-R-03

### COMMUNITY FACILITY GRANT RESOLUTION

City of Walterboro

State of South Carolina

County of Colleton

For funding the purchase of one 2002 E One Ladder Fire Truck, one Public Works Truck, one Planning and Codes Truck, one Parks Department Truck, one Sanitation Truck and a pick-up truck, the City of Walterboro has made application to USDA, Rural Development for a Community Facility Grant in the amount of \$93,240 to assist in the need for essential community facilities in rural areas of South Carolina.

A meeting of the Walterboro City Council, governing body, was duly called and held on February 7, 2012. The governing body is composed of seven (7) members of whom seven (7), constituting a quorum, were present at this meeting. At the meeting, Walterboro City Council, governing body, adopted a resolution agreeing to the responsibilities and requirements of Form RDI940-1, "Request for Obligation of Funds," with attachment and authorizing Jeffrey V. Lord, City Manager and Betty J. Hudson, City Clerk to execute this form and Forms RD 400-1, "Equal Opportunity Agreement," 400-4, "Assurance Agreement," 442-7, "Operating Budget," and 1942.46, "Letter of Intent to Meet Conditions," RD 3570-3, "Agreement for Administrative Requirements for Community Facilities Grants," AD-I 047, "Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary covered Transactions," AD-I048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," AD-I049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - for Grantees Other Than Individuals," and Exhibit A-I of RD Instruction I940-Q, "Certification for Contracts, Grants, and Loans."

The vote was:

Yeas\_\_ Nays\_\_ Absent\_\_

SEAL

Attest:

---

Betty J. Hudson, City Clerk



United States Department of Agriculture  
Rural Development  
State Office  
Columbia, South Carolina

Mr. Jeffrey V. Lord, City Manager  
City of Walterboro  
242 Hampton Street  
Walterboro, SC 29488

January 24, 2012

Dear Mr. Lord:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of USDA Rural Development administering a Community Facilities (CF) grant not to exceed \$52,500.

This project is for the purchase of a new fire truck. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. The proposed funding for this project is set forth on the attached copy of Form RD 1942-14, "Association Project Fund Analysis."

The City of Walterboro is required to identify and report to Rural Development any known relationship or association with a Rural Development employee.

Please execute and return to Rural Development the following completed items if you desire that further consideration be given to your application: Forms RD 1942-46, "Letter of Intent to Meet Conditions;" 400-1, "Equal Opportunity Agreement;" 400-4, "Assurance Agreement;" 442-7, "Operating Budget;" and 1940-1, "Request for Obligation of Funds."

If the conditions set forth in this letter are not met within 180 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application.

The conditions are as outlined below:

**A. Organization:** Consideration for this grant is based on the municipality of City of Walterboro being chartered by the Secretary of State of South Carolina. The City of Walterboro is an ongoing body politic and corporate and a political subdivision of the State of South Carolina, authorized to perform all acts and things allowed under the Constitution and laws of the State of South Carolina.

**B. Maximum Amount of Grant To Be Considered:** \$52,500

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201  
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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 328-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).



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**Rural Development**  
State Office  
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This project is for the purchase of a sanitation truck and a pick-up truck. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. The proposed funding for this project is set forth on the attached copy of Form RD 1942-14, "Association Project Fund Analysis."

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United States Department of Agriculture  
Rural Development  
State Office  
Columbia, South Carolina

Mr. Jeffrey V. Lord, City Manager  
City of Walterboro  
242 Hampton Street  
Walterboro, SC 29488

January 25, 2012

Dear Mr. Lord:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of USDA Rural Development administering a Community Facilities (CF) grant not to exceed \$3,615.

This project is for the purchase of a parks department truck. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. The proposed funding for this project is set forth on the attached copy of Form RD 1942-14, "Association Project Fund Analysis."

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This project is for the purchase of a public works truck. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. The proposed funding for this project is set forth on the attached copy of Form RD 1942-14, "Association Project Fund Analysis."

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This project is for the purchase of a planning and codes truck. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. The proposed funding for this project is set forth on the attached copy of Form RD 1942-14, "Association Project Fund Analysis."

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- C. Contribution Required of Applicant:** The City of Walterboro will contribute \$297,500 to the project. These funds must be disbursed in accordance with the requirements of the sources of funds and must be available before proceeding with procurement. Rural Development will monitor the disbursement of all proceeds.
- D. Responsibilities of the Applicant:** The City of Walterboro recognizes certain responsibilities in receiving this grant:
1. Attached is a copy of Form RD 3570-3 "Agreement for Administrative Requirements for Community Facilities Grants" for your review. You will be required to execute the agreement at the time of grant closing.
  2. The City of Walterboro understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
  3. The City of Walterboro understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- E. Special Requirements:**
1. A public information event is expected for this project. Any public information events are to be coordinated in advance with Rural Development. These events are to be planned in order for the public to be aware of this project and Rural Development's participation in the project.
  2. All documents requiring the signature of the officials will be executed by the City Manager, attested by the City Clerk, and the impression of the City's seal affixed thereon.
  3. Furnish a certified list of the governing body, samples of their signatures, and terms of their offices.
  4. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or near your community for loans for similar purposes and periods of time.
  5. The City of Walterboro will operate its facilities on a fiscal year that begins July 1 and ends June 30.
  6. The City of Walterboro should inform the general public regarding the development of the proposed project. At least one public information meeting must be held. This meeting must give the citizenry an opportunity to become acquainted with the

proposed project and to comment on such items as economic and environmental impacts, service area, alternatives to the project, or any other issue identified by Rural Development. You are required, at least 10 days prior to the meeting to publish a notice of the meeting in a newspaper of general circulation in the service areas, post a public notice at your principal office, and notify Rural Development. You are also to provide Rural Development a copy of the published notice and minutes of the public meeting. A public referendum can be used to satisfy this requirement in lieu of this meeting.

7. This financial assistance is subject to your compliance with the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.
8. Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.
9. Prior to the closing of the grant, it will be necessary that our Rural Development Area Office conduct a compliance review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." So as to assist the Rural Development Area Office with the Compliance Review, you will need to have available a numerical breakdown of the City of Walterboro's service area population into the following categories: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, White, and Other. The nondiscrimination poster, "And Justice for All," is to be displayed at your offices and facilities. Also at this time the City of Walterboro must present evidence that the \$297,500 cash contribution required in paragraph C is available for use.
10. Unless the requirements of the Letter of Conditions have already been satisfied, Rural Development will request to meet with the City of Walterboro's officials, attorney, and any other parties that may be involved in the project during the 4<sup>th</sup> month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.
11. If there is a significant reduction in project costs, the City of Walterboro's funding needs will be reassessed before grant closing. This reassessment will include the necessary revisions of the grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural Development regulations effective at the time the grant was approved. Grant funds not needed to complete the proposed project will be de-obligated.

12. Form AD-1047, "Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions," must be executed by the City Manager. If the City Manager is unable to certify to any of the statements in this certification, the City of Walterboro must attach an explanation to this proposal. The City of Walterboro agrees by executing this form, it will not knowingly enter into any transaction with a person or entity debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project, unless authorized by Rural Development.

The City of Walterboro further agrees by executing this form that it will include and maintain in its files Form AD-1048, "Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," a copy of which is attached without modification, in all transactions, in this project in excess of \$25,000.

13. The City of Walterboro must execute form AD-1049 "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - for Grantees Other Than Individuals. By executing this form, the City of Walterboro is agreeing to establish and maintain a drug-free workplace with its employees.
14. "Certification for Contracts, Grants, and Loans," Exhibit A-1 of RD Instruction 1940-Q, is to be executed by the City Manager. This is the City of Walterboro's certification that they will comply with Section 319 of Public Law 101-121, which prohibits applicants and recipients of Federal contracts, grants, and loans from using appropriated Federal funds for lobbying the Federal Government in connection with a specific award. In addition, contractors and subcontractors that bid on contracts exceeding \$100,000 must submit an executed copy of the Certification.

Also, the expenditure of other than appropriated Federal funds for lobbying activities must be disclosed by completion and submission of Form SF-LLL, "Disclosure of Lobbying Activities."

Failure to file the required certification or disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. The City of Walterboro must adopt the attached grant resolution agreeing to the responsibilities and requirements of Form RD 1940-1, "Request for Obligation of Funds", with attachment, and authorizing the execution of this and other forms related to the grant application.
16. The City of Walterboro represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for this assistance.

**F. Funds Disbursement:**

1. Funds will be requested by the City of Walterboro in writing. Form RD 440-11, "Estimate of Funds Needed for 30 day Period Commencing \_\_\_\_\_," may be used for making this request. Funds are to be deposited in the City of Walterboro's equipment account and Partial Payment Estimates and invoices paid by the City of Walterboro from this account, after prior approval by Rural Development. Funds required by Rural Development to be deposited in the equipment account are considered project funds and are to be used only for authorized purposes. A pledge of collateral should be obtained for any funds in the account in excess of \$100,000. Any funds remaining in this account after payment of all Rural Development approved project costs are to be handled as unused grant funds. If necessary, and approved by the Rural Development Community Facilities Program Director, the grant funds may be disbursed through a supervised bank account selected by the City of Walterboro. This bank will pledge collateral security to be maintained at a level equal to the greatest amount on deposit at any one time, less \$100,000.

**G. Procurement and Contract Award:**

1. Procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The method of procurement must be approved by Rural Development.
2. Request for Proposals/Specifications is to be approved by Rural Development. Rural Development is to concur before a proposal is accepted by the City of Walterboro.
3. The seller of the equipment is to be required to execute Form AD-1048. A copy is to be submitted to Rural Development.

**H. Accounting Methods, Management Reports and Audit Reports:**

Audits may be required in the years in which grant funds are received. Audits are to be performed in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States, 1994 Revision, and any subsequent revisions.

**Audit Requirements:**

- a) Audits are to be conducted by an independent licensed certified public accountant (CPA). A CPA will be considered independent if the CPA meets the standards for independence contained in the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct in effect at the time the CPA's independence is under review, does not have any direct financial interest or any material indirect financial interest in the borrower during the period covered by the review; and is not, during the period of the audit, connected with the borrower as promoter, underwriter, trustee, director, officer or employee.

- b) Audits are to be performed in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States, 1994 Revision, and any subsequent revisions.

The City of Walterboro is to be audited in accordance with the Office of Management and Budget (OMB) Circular A-133 in years it expends \$500,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, the City of Walterboro will be under the general oversight of the Federal agency that provided the most funds. Reports required by this circular must be submitted no later than 9 months after the end of the City of Walterboro's fiscal year.

The City of Walterboro is to be audited in accordance with the generally accepted government auditing standards (GAGAS) and Rural Development requirements in years it expends less than \$500,000 in Federal funds. These audits are to be completed with two copies of the report submitted to the Rural Development Area Office no later than 150 days following the end of the City of Walterboro's 2012 fiscal year.

**I. Legal Services:**

1. Obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that ten percent of the cost be retained until the grant is closed and all legal requirements have been satisfied.
2. Prior to grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of City of Walterboro. Such a certification must also be provided before grant closing instructions can be issued.
3. The closing instructions for this grant will be issued by the Rural Development Community Facilities Program Director. These requirements must be met before the grant can be closed.

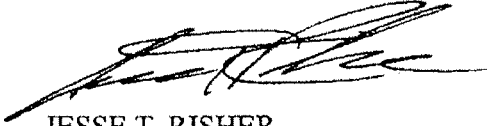
**J. Insurance Coverage:**

1. Worker's Compensation Insurance - will be required on all employees in accordance with appropriate state laws. Evidence of such compliance must be furnished to Rural Development. If Worker's Compensation is not required, a statement of such determination by your attorney is to be furnished to Rural Development.
2. Liability and Property Damage Insurance - Public Liability and Property Damage Insurance is required for County owned trucks, tractors, or other vehicles that are driven over public highways.

The necessary forms referred to in this letter will be supplied by Rural Development.

You will have the full cooperation of this agency and if we can be of any further assistance to you, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jesse T. Risher", with a stylized, cursive script.

JESSE T. RISHER  
Community Facilities Program Director

Attachments

# ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER		TYPE OF LOAN AND/OR GRANT:		FINANCE USE ONLY		
ST	CO	BORROWER NO.		LN	CR	FY
46	015	576001119				
Source of Funds:						
<input type="checkbox"/>	1 - Insured	<input checked="" type="checkbox"/>	2 - Direct			
Type of Submission:						
<input checked="" type="checkbox"/>	1 - Initial	<input type="checkbox"/>	2 - Subsequent			
Type of Assistance:						
<input type="checkbox"/>	1 - Loan					
<input checked="" type="checkbox"/>	2 - Grant					
<input type="checkbox"/>	3 - Loan & Grant					
Type of Organization:						
<input checked="" type="checkbox"/>	1 - PBTE	<input type="checkbox"/>	2 - Non - TE			
Date of Application:						
06 - 06 - 2011						
Date Loan and/or Grant Approved:						

TYPE OF LOAN AND/OR GRANT:	
<input type="checkbox"/> 1 - Domestic Water System	<input type="checkbox"/> 5 - Cooperatives
<input type="checkbox"/> 2 - Waste Disposal Systems	<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations
<input type="checkbox"/> 3 - A Sewage Collection	<input type="checkbox"/> 7 - RC&D
<input type="checkbox"/> 4 - B Sewage Treatment	<input type="checkbox"/> 8 - Watershed (PL-566)
<input type="checkbox"/> 5 - C Solid Waste Disposal	<input type="checkbox"/> 9 - Flood Prevention (PL-534)
<input type="checkbox"/> 6 - D Storm Drainage	<input type="checkbox"/> 10 - Community Facilities
<input type="checkbox"/> 7 - 3 - Recreation	<input type="checkbox"/> 11 - Grants (PL-92-419)
<input type="checkbox"/> 8 - 4 - Grazing	<input type="checkbox"/> 12 - B&I (Insured)

Number of users directly benefiting from this action:	
Residential	Other

NAME OF APPLICANT: City of Waltherboro	ADDRESS: 242 Hampton Street	NAME OF COUNTY: Colleton
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ITEM	FUND ANALYSIS -- (ALL AMOUNTS IN HUNDREDS OF DOLLARS)			RD/FSA LOAN	TOTALS
	CASH CONTRIBUTION	OTHER	RD/FSA GRANT		
1. Development					\$0.00
2. Land and Rights					\$0.00
3. Legal Services					\$0.00
4. Architectural Eng. and Planning Service					\$0.00
5. Interest					\$0.00
6. Equipment	\$297,500.00		\$52,500.00		\$350,000.00
7. Contingencies					\$0.00
8. Refinancing					\$0.00
9. Initial O&M					\$0.00
10. Initial Reserve					\$0.00
11. TOTAL	\$297,500.00	\$0.00	\$52,500.00	\$0.00	\$350,000.00

# ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER		TYPE OF LOAN AND/OR GRANT:		FINANCE USE ONLY	
ST	CO	1 - Domestic Water System	5 - Cooperatives	LN	CR
46	015	2 - Waste Disposal Systems	6 - Indian Tribes or Tribal Corporations		
BORROWER NO			7 - RC&D	MA	DP
46-015-576001119			8 - Watershed (PL-566)		
Source of Funds:			9 - Flood Prevention (PL-534)		
<input type="checkbox"/> 1 - Insured	<input checked="" type="checkbox"/> 2 - Direct		10 - Community Facilities		
Type of Submission:			11 - Grants (PL-92-419)		
<input checked="" type="checkbox"/> 1 - Initial	<input type="checkbox"/> 2 - Subsequent		12 - B&I (Insured)		
Type of Assistance:					
<input type="checkbox"/> 1 - Loan					
<input checked="" type="checkbox"/> 2 - Grant					
<input type="checkbox"/> 3 - Loan & Grant					
Type of Organization:					
<input checked="" type="checkbox"/> 1 - PBTE	<input type="checkbox"/> 2 - Non - TE				
Date of Application					
06-06-2011					
Date Loan and/or Grant Approved:					

NAME OF APPLICANT:		ADDRESS:		NAME OF COUNTY:	
City of Waltherboro		242 Hampton Street		Colleton	
FUND ANALYSIS — (ALL AMOUNTS IN HUNDREDS OF DOLLARS)					
ITEM	CASH CONTRIBUTION	OTHER	RD/FSA GRANT	RD/FSA LOAN	TOTALS
1. Development					\$0.00
2. Land and Rights					\$0.00
3. Legal Services					\$0.00
4. Architectural Eng. and Planning Service					\$0.00
5. Interest					\$0.00
6. Equipment	\$14,450.00		\$2,550.00		\$17,000.00
7. Contingencies					\$0.00
8. Refinancing					\$0.00
9. Initial O&M					\$0.00
10. Initial Reserve					\$0.00
11. TOTAL	\$14,450.00	\$0.00	\$2,550.00	\$0.00	\$17,000.00



# ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER		TYPE OF LOAN AND/OR GRANT:		FINANCE USE ONLY			
ST	CO	BORROWER NO.	1 - Domestic Water System	5 - Cooperatives	LN	CR	FY
46	015	576001119	<input type="checkbox"/>	<input type="checkbox"/>			
Source of Funds:			2 - Waste Disposal Systems	6 - Indian Tribes or Tribal Corporations	MA	DP	
<input type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct				7 - RC&D			
Type of Submission:			A Sewage Collection	8 - Watershed (PL-566)			
<input checked="" type="checkbox"/> 1 - Initial <input type="checkbox"/> 2 - Subsequent			B Sewage Treatment	9 - Flood Prevention (PL-534)			
Type of Assistance:			C Solid Waste Disposal	10 - Community Facilities			
<input type="checkbox"/> 1 - Loan			D Storm Drainage	11 - Grants (PL-92-419)			
<input checked="" type="checkbox"/> 2 - Grant				12 - B&I (Insured)			
<input type="checkbox"/> 3 - Loan & Grant							
Type of Organization:							
<input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE							
Date of Application:							
06-06-2011							
Date Loan and/or Grant Approved:							

NAME OF APPLICANT: City of Waltherboro	ADDRESS: 242 Hampton Street	NAME OF COUNTY: Colleton
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ITEM	FUND ANALYSIS — (ALL AMOUNTS IN HUNDREDS OF DOLLARS)			
	CASH CONTRIBUTION	OTHER	RD/FSA GRANT	RD/FSA LOAN
1. Development				
2. Land and Rights				
3. Legal Services				
4. Architectural Eng. and Planning Service				
5. Interest				
6. Equipment	\$14,450.00		\$2,550.00	
7. Contingencies				
8. Refinancing				
9. Initial O&M				
10. Initial Reserve				
11. TOTAL	\$14,450.00	\$0.00	\$2,550.00	\$0.00
				\$17,000.00

## ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER		TYPE OF LOAN AND/OR GRANT:				FINANCE USE ONLY	
ST	CO	BORROWER NO.		LN		CR	FY
46	015	576001119					
Source of Funds:		5 - Cooperatives					
<input type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct		<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations					
<input checked="" type="checkbox"/> 1 - Initial <input type="checkbox"/> 2 - Subsequent		<input type="checkbox"/> 7 - RC&D					
Type of Assistance:		<input type="checkbox"/> 8 - Watershed (PL-566)					
<input type="checkbox"/> 1 - Loan		<input type="checkbox"/> 9 - Flood Prevention (PL-534)					
<input checked="" type="checkbox"/> 2 - Grant		<input type="checkbox"/> 10 - Community Facilities					
<input type="checkbox"/> 3 - Loan & Grant		<input type="checkbox"/> 11 - Grants (PL-92-419)					
Type of Organization:		<input type="checkbox"/> 12 - B&I (Insured)					
<input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE							
Date of Application:		Number of users directly benefiting from this action:					
05-06-2011		Residential _____ Other _____					
Date Loan and/or Grant Approved:							
NAME OF APPLICANT:		ADDRESS:		NAME OF COUNTY:			
City of Waltherboro		242 Hampton Street		Colleton			
ITEM		FUND ANALYSIS -- (ALL AMOUNTS IN HUNDREDS OF DOLLARS)					
		CASH CONTRIBUTION	OTHER	RD/IFSA GRANT	RD/IFSA LOAN	TOTALS	
1 Development							\$0.00
2 Land and Rights							\$0.00
3 Legal Services							\$0.00
4 Architectural Eng and Planning Service							\$0.00
5 Interest							\$0.00
6 Equipment	\$20,485.00			\$3,615.00			\$24,100.00
7 Contingencies							\$0.00
8 Refinancing							\$0.00
9 Initial O&M							\$0.00
10 Initial Reserve							\$0.00
11 TOTAL	\$20,485.00	\$0.00		\$3,615.00	\$0.00		\$24,100.00
TOTAL and COPY 1 - STATE OFFICE		COPY 2-ORIGINATING LOAN/GRANT OFFICE		COPY 3-NATIONAL OFFICE		RD 1942-14 (Rev. 6-98)	

## ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER		TYPE OF LOAN AND/OR GRANT:	
ST	CO	<input type="checkbox"/> 1 - Domestic Water System <input type="checkbox"/> 2 - Waste Disposal Systems  <input type="checkbox"/> 5 - Cooperatives <input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations <input type="checkbox"/> 7 - RC&D <input type="checkbox"/> 8 - Watershed (PL-566) <input type="checkbox"/> 9 - Flood Prevention (PL-534) <input type="checkbox"/> 10 - Community Facilities <input type="checkbox"/> 11 - Grants (PL-92-419) <input type="checkbox"/> 12 - B&I (Insured)	LN  CR  FY
Source of Funds: <input type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct <input type="checkbox"/> 1 - Initial <input type="checkbox"/> 2 - Subsequent			
Type of Submission: <input checked="" type="checkbox"/> 1 - Initial <input type="checkbox"/> 2 - Subsequent			
Type of Assistance: <input type="checkbox"/> 1 - Loan <input checked="" type="checkbox"/> 2 - Grant <input type="checkbox"/> 3 - Loan & Grant		MA  DP	
Type of Organization: <input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE		Land Shifted: Acres in Project Recreational Visitor Day Capacity Annual	
Date of Application: 06-06-2011		Number of users directly benefiting from this action: Residential _____ Other _____	
Date Loan and/or Grant Approved:			

NAME OF APPLICANT: City of Waltherboro		ADDRESS: 242 Hampton Street		NAME OF COUNTY: Colleton	
FUND ANALYSIS — (ALL AMOUNTS IN HUNDREDS OF DOLLARS)					
ITEM	CASH CONTRIBUTION	OTHER	RD/FSA GRANT	RD/FSA LOAN	TOTALS
1. Development					\$0.00
2. Land and Rights					\$0.00
3. Legal Services					\$0.00
4. Architectural Eng. and Planning Service					\$0.00
5. Interest					\$0.00
6. Equipment	\$181,475.00		\$32,025.00		\$213,500.00
7. Contingencies					\$0.00
8. Refinancing					\$0.00
9. Initial O&M					\$0.00
10. Initial Reserve					\$0.00
11. TOTAL	\$181,475.00	\$0.00	\$32,025.00	\$0.00	\$213,500.00

# REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b> Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
<b>1. CASE NUMBER</b> ST CO BORROWER ID		<b>LOAN NUMBER</b>	<b>FISCAL YEAR</b>
<b>2. BORROWER NAME</b>		<b>3. NUMBER NAME FIELDS</b> (1, 2, or 3 from Item 2)	
		<b>4. STATE NAME</b>	
		<b>5. COUNTY NAME</b>	
<b>GENERAL BORROWER/LOAN INFORMATION</b>			
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/P 6 - PUBLIC BODY	<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	<b>8. COLLATERAL CODE</b> 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT.	<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
<b>10. SEX CODE</b> 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	<b>11. MARITAL STATUS</b> 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	<b>12. VETERAN CODE</b> 1 - YES 2 - NO	<b>13. CREDIT REPORT</b> 1 - YES 2 - NO
<b>14. DIRECT PAYMENT</b> (See FMI)	<b>15. TYPE OF PAYMENT</b> 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	<b>16. FEE INSPECTION</b> 1 - YES 2 - NO	
<b>17. COMMUNITY SIZE</b> 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		<b>18. USE OF FUNDS CODE</b> (See FMI)	
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>			
<b>19. TYPE OF ASSISTANCE</b> (See FMI)	<b>20. PURPOSE CODE</b>	<b>21. SOURCE OF FUNDS</b>	<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
<b>23. TYPE OF SUBMISSION</b> 1 - INITIAL 2 - SUBSEQUENT	<b>24. AMOUNT OF LOAN</b>		<b>25. AMOUNT OF GRANT</b>
<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>	<b>27. DATE OF APPROVAL</b> MO DAY YR	<b>28. INTEREST RATE</b> %	<b>29. REPAYMENT TERMS</b>
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>			
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
<b>COMPLETE FOR EM LOANS ONLY</b>		<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>	
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)		<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
<b>FINANCE OFFICE USE ONLY</b>		<b>COMPLETE FOR FP LOANS ONLY</b>	
<b>33. OBLIGATION DATE</b> MO DA YR		<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

## CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. \_\_\_\_\_ YES \_\_\_\_\_ NO

**WARNING:** **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date \_\_\_\_\_, 20 \_\_\_\_\_  
*(Signature of Applicant)*

Date \_\_\_\_\_, 20 \_\_\_\_\_  
*(Signature of Co-Applicant)*

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

\_\_\_\_\_  
*(Signature of Approving Official)*

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

USDA  
Form RD 400-4  
(Rev. 3-97)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018

The \_\_\_\_\_  
(name of recipient)

\_\_\_\_\_  
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.

2. Recipient shall:

(a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.

(b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.

(c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.

3. The obligations of this agreement shall continue:

(a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.

(b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

(c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.

4. Upon any breach or violation this agreement the Government may, at its option:

(a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.

(b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, \_\_\_\_\_ on this  
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



Position 3  
**OPERATING BUDGET**

Schedule 1

Name		Address			
Applicant Fiscal Year From		County			State (Including ZIP Code)
	To	20	20	20	20
		(1)	(2)	(3)	(4)
OPERATING INCOME					First Full Year
1. _____					(5)
2. _____					
3. _____					
4. _____					
5. Miscellaneous					
6. Less: Allowances and Deductions	( )	( )	( )	( )	( )
7. Total Operating Income (Add Lines 1 through 6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES					
8. _____					
9. _____					
10. _____					
11. _____					
12. _____					
13. _____					
14. _____					
15. Interest (RD)					
16. Depreciation					
17. Total Operating Expense (Add lines 8 through 16)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NONOPERATING INCOME					
19. _____					
20. _____					
21. Total Nonoperating Income (Add Lines 19 and 20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget and Projected Cash Flow Approved by Governing Body

Attest: \_\_\_\_\_  
Secretary Date

\_\_\_\_\_  
Appropriate Official Date

**PROJECTED CASH FLOW**

	20	20	20	20	First Full Year
A. Line 22 from Schedule I Income ( <i>Loss</i> )	\$0	\$0	\$0	\$0	\$0
<i>Add</i>					
B. Items in Operations not Requiring Cash:					
1. Depreciation ( <i>Line 16, Schedule 1</i> )	\$0	\$0	\$0	\$0	\$0
2. Others: _____					
C. Cash Provided from:					
1. Proceeds from RD loan/grant					
2. Proceeds from others					
3. Increase ( <i>Decrease</i> ) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease ( <i>Increase</i> ) in Accounts Receivable, inventories and Other Current Assets ( <i>Exclude Cash</i> )					
5. Other: _____					
6. _____					
D. Total all A, B and C Items	\$0	\$0	\$0	\$0	\$0
E. <i>Less</i> : Cash Expended for:					
1. All Construction, Equipment and New Capital Items ( <i>Loan and grant funds</i> )					
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan					
4. Principal Payment Other Loans					
5. Other: _____					
6. Total E 1 through 5	\$0	\$0	\$0	\$0	\$0
<i>Add</i>					
F. Beginning Cash Balances					
G. Ending Cash Balances ( <i>Total of D minus E 6 plus F</i> )	\$0	\$0	\$0	\$0	\$0
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account					
Reserve Account					
Funded Depreciation Account					
Others: _____					
_____					
Total - Agrees with Item G	\$0	\$0	\$0	\$0	\$0

Form RD 1942-46  
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

FORM APPROVED  
OMB NO. 0575-0015  
OMB NO. 0570-0062

## LETTER OF INTENT TO MEET CONDITIONS

Date \_\_\_\_\_

TO: United States Department of Agriculture

\_\_\_\_\_  
(Name of USDA Agency)

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

We have reviewed and understand the conditions set forth in your letter dated \_\_\_\_\_. It is our intent to meet all of them not later than \_\_\_\_\_.

\_\_\_\_\_  
(Name of Association)

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

**United States Department of Agriculture  
Rural Housing Service**

**COMMUNITY FACILITIES GRANT AGREEMENT**

THIS GRANT AGREEMENT (Agreement) dated \_\_\_\_\_, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN \_\_\_\_\_

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

**WITNESSETH:**

All references herein to "Project" refer to a community facility to serve a rural community generally known as \_\_\_\_\_ The principal amount of the grant is \$ \_\_\_\_\_ (Grant Funds) which is \_\_\_\_\_ -2147483648 percent of Project costs.

**WHEREAS**

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ \_\_\_\_\_ Grantee is able to finance and has committed \$ \_\_\_\_\_ of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

**This Grant Agreement covers the following described equipment (use continuation sheets as necessary).**

**J. Provide Financial Management Systems which will include:**

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;



N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ \_\_\_\_\_ which it will advance to Grantee to meet not to exceed -214748 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By \_\_\_\_\_  
\_\_\_\_\_

and attested with its corporate seal affixed (if applicable) by  
\_\_\_\_\_  
\_\_\_\_\_

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

By \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_

UNITED STATES OF AMERICA  
RURAL HOUSING SERVICE  
By \_\_\_\_\_  
\_\_\_\_\_

(Name)

(Title)

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any other the offenses enumerated in paragraphs (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date (mm/dd/yyyy)

**Instructions for Certification**

(Pg 2 of 2)

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessary result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant, may but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U. S. DEPARTMENT OF AGRICULTURE

*Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME		PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE			
SIGNATURE(S)		DATE	

*INSTRUCTIONS FOR CERTIFICATION*

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# U.S. DEPARTMENT OF AGRICULTURE

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## **Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - for Grantees other than Individuals**

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This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et. seq.*), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 *Federal Register* (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)**

#### **Alternative I**

- A. The grantee certifies that it will or will not continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

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Check \_\_\_\_\_ if there are workplaces on file that are not identified here.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Instructions for Certification**

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 in accordance with these instructions.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph 3).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:  
  
"Controlled" substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);  
  
"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;  
  
"Criminal drug statute" means a Federal or non-Federal criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance;  
  
"Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

oOo

Telephone: 843-549-2545

Fax: 843-549-9795

TDD Relay: 1-800-735-2905

# City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

## Memo

**To:** Mayor and City Council

**From:** Wayne Crosby, Utilities Director

**Cc:** Jeff Lord, City Manager

**Date:** 1/31/2012


**Re:** Jackson Street Lift Station Improvement

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The City has applied for and received a grant that will allow us to make improvements to a lift station built in 1976. The City of Walterboro accepted bids for the Jackson Street Lift Station Improvements on January 25, 2012. A total of nine (9) bids were received ranging from a low of \$204,200.00 to a high bid of \$323,800.00. The low bid was submitted by Tri-County Utilities, LLC from Gaffney, SC. I have reviewed the qualifications of the low bidder and along with the recommendation of URS (the project engineer) we feel that this firm can complete the improvements in the required time frame. The bid tabulation is attached for your review. It is this department's recommendation to accept the low bid with a price of \$204,200.00.



**CERTIFIED AS A TRUE AND CORRECT  
TABULATION OF BIDS RECEIVED**

  
Eric W. King  
Charleston Branch Manager

**CERTIFIED BIDS RECEIVED**

**PROJECT:** Jackson Street Pump Station Upgrade

**URS / BPB PROJECT NO.:** 46422224

**PLACE:** City of Walterboro  
242 Hampton Street, Council Chambers

**DATE:** January 25, 2012

**TIME:** 2:00 P.M.

Contractor		Amount of Base Proposal	Order of Base Proposal
Tri-county Utilities	Pacolet Mills, SC	\$204,200.00	1
MJL, Inc.	Moncks Corner, SC	\$232,099.00	2
Wateree Construction	Sumter, SC	\$237,000.00	3
McClam & Assoc.	Little Mountain, SC	\$246,042.00	4
Anson Construction	Ravenel, SC	\$262,968.00	5
Green Construction of Summerville	Summerville, SC	\$276,500.00	6
James F. Pedersen	Hollywood, SC	\$289,852.00	7
Tideland Utilities	Summerville, SC	\$311,665.00	8
L-J, Inc.	Columbia, SC	\$323,800.00	9

# BRINDLEE MOUNTAIN

## FIRE APPARATUS, LLC

15410 Hwy 231  
Union Grove, AL 35175  
Phone: 866.285.9305  
Fax: 256.498.0924

### Purchase Contract

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one **2001 E-One Cyclone HP 75' Quint** (Apparatus was manufactured in 2002) (stock # 02914), (Apparatus) to the Walterboro Fire Department, SC (Buyer) for the sum of \$350,000.00 (Three Hundred Fifty Thousand Dollars and no cents).

#### Terms and Conditions of Sale:

- Apparatus will have a third party aerial test prior to delivery
- Apparatus will have a current annual pump test
- Sale includes a full service on the truck prior to delivery (fluids, filters, greasing)
- Apparatus sale will include Delivery to Walterboro, SC.
- Apparatus will be equipped with the used equipment listed on Exhibit A
  - All used equipment will be added to the truck pending acceptance by the fire department representatives.
- One year major component warranty will be included.

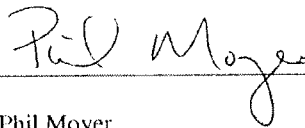
#### Statement of Warranty:

Apparatus will have a one (1) year major component warranty beginning with date of departure from Seller's facility in Union Grove, AL. Warranty will cover any single component repair cost that exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are required due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and no cents). Apparatus components are engine, transmission, aerial, pump, electrical system, axles, and body structure.

Seller agrees to repair or add items listed on Exhibit B.

Seller must provide title free of lien to Buyer at time of delivery.

Buyer must make final payment to Seller at the time of delivery, pending a final inspection at Brindlee Mountain Fire Apparatus. Seller will cover the cost for two representatives to travel and complete a final inspection. Any punch list items from the final inspection will be taken care of prior to delivery at Seller's facility.



Phil Moyer  
Brindlee Mountain Fire Apparatus

1 - 30 - 2012  
Date

\_\_\_\_\_  
Authorized Signature  
Walterboro Fire Department, SC

\_\_\_\_\_  
Date

# BRINDLEE MOUNTAIN

## FIRE APPARATUS, LLC

### Exhibit A Equipment List

**Truck pricing includes the following equipment package:**

1000 GPM elevated stream  
Large spray nozzle  
SCBA packs - 30 min (6)- These need to be Aluminum Cylinders  
Spare SCBA 30 min bottles (6) –Aluminum Cylinders  
Salvage Covers (10) – 12x18  
Generator - 2500W minimum  
Floodlights (3) - 500W minimum  
Smoke ejector  
Oxyacetylene cutting unit  
Power saw  
Handlights (4)  
6' Pike Pole (2)  
8' Pike Pole (2)  
12' Pike Pole (2)  
10' Attic ladder  
14' Extension ladder  
20' Roof Ladder  
28' Extension ladder  
40' Extension ladder  
5" x 100ft Rubber Hose - 10 Sections  
5" x 25ft with 5" Stz Coupling  
Piston intake relief valve 6" FSx5" Storz  
5" Storz x 2.5 Fnst Rigid Adapter  
Kockeck 5" Stz x 4.5 Fnst, RL adapter  
One set of 4" Storz spanner wrenches with brackets

# BRINDLEE MOUNTAIN

## FIRE APPARATUS, LLC

### Exhibit B

#### Truck # - 02914 – Punch List Items

##### 2002 E-One 75' Quint

- Fully service the chassis/engine and pump. New filters/fluids/oils and grease. Would also recommend flushing the radiator before replacing the radiator hoses, then refill with new antifreeze.
- Service Ladder with inspection (if not already included)
  - The ladder is in need of maintenance. The entire ladder should be steam cleaned and wiped down with mineral sprits to remove all the old grease, and then have new grease applied to the ladder. All grease fittings should be greased at this time also
  - Remove all old ladder heat strips and install new heat strips
  - Cylinder connections to the ladder---- pin shackle look to be twisted as if the bushings are worn out. Needs to be evaluated by the ladder inspection company to confirm that they are within specification or that they should be replaced. Have inspector give recommendation as to condition
- Two prior pump and ladder tests provided
- Bottom radiator tank should be wire brushed to remove rust and repainted black.
- Change ladder tip power outlet from twist lock to standard outlet. Confirm ladder tip outlet has proper power going to it.
- Small rip in the engine insulation on underside of the cab, driver's side.
- Install a hose bed cover.
- Engine oil pressure gauge in cab not reading the same as the pump panel gauge.
- Pump primer not working. Also, need to pull a dry vacuum test when repaired and send the results to the City.
- Hydraulic tank main cut off valve wet with fluid. Need to check fittings
- Drivers side A/C condenser fan not working properly (loud grinding noise). A/C system needs recharging
- "PTO Engaged" light flashes off and on while driving and sitting still.
- Rear folding door lights not working. (work lights)
- Vector light bar has a light out on each side of the cab
- Battery status light on side of the truck not working. Confirm that the onboard charging system is operable and fix the battery warning light.
- Driver rear rotating warning light has a bearing in the light that is bad. Replace the light.(Red)
- Pump auto lube has never been serviced. Unit still has the factory paint on it. At this point the auto lube should have a rebuild kit installed and oil added.
- All radiator hoses/heater hoses should be replaced. Especially the 1" hose coming off the upper tank down to the engine. (driver's side)
- Cab hold down lock not locking.
- Drivers seat belt did not couple correctly. Had to reset the red release button on numerous occasions to latch the seat belt.

## **CAPITAL ITEM – Ladder Truck**

1. City Council approved \$350,000 capital improvement for ladder truck in the 2011 budget.
2. Minimum ISO requirement is 75 foot ladder
3. Attached proposal includes
  - a. 2002 E-One Cyclone HP 75' Quint (Ladder truck)
    - Has been inspected by JRM Enterprises (Fire Dept Mechanic)
      - Inspection results attached.
    - Brindlee Mountain Fire Apparatus has agreed (see attached)
      - to fix all issues found by JRM Enterprises
      - service and test the aerial via third party
      - complete (pass) a current pump test
      - conduct full service on the truck
      - deliver the ladder to Walterboro
      - Includes warranty for one year on major components up to \$25,000 and no less than \$3,000. Major Components are defined as engine, transmission, aerial, pump, electrical systems, axles, and body structure
  - b. Brindlee Mountain Fire Apparatus will also provide all required NFPA/ISO equipment as listed (see attached) as part of the proposal
    - The equipment is new and used. It will be ordered when purchase agreement is made.
    - Brindlee Mountain Fire Apparatus agrees all equipment must pass inspection for serviceability by our department.
4. Brindlee Mountain Fire Apparatus is the same company Colleton County uses to buy their used fire trucks and they have a good reputation. I also spoke to the previous owners (Sandy Oaks Volunteer Fire, San Antonio) and they sold the truck because of financial needs.
5. The bid amount equals the budgeted amount of \$350,000.

JRM Enterprises

571 Peniel Rd. Walterboro, SC 29488

843-909-4821

Findings of the Brindlee Mountain ladder truck inspection 1-19-2012

Eighty four (84) major components along with numerous observations of the vehicle as a whole were inspected during the trip.

While every attempt to thoroughly inspect the vehicle was made, there could be items that were not noticed or able to be seen that will need maintenance or repairs.

A third party national test company should perform a ladder certification test before negotiating with the seller on a final price. The ladder inspection company will make note of any defects or repairs of the ladder system. At least two years of past tests should be obtained to compare with the new test. JRM Enterprises will gladly analyze the findings and make any further recommendations at no cost to the City of Walterboro.

The seller provided to JRM Enterprises a current pump test while at their facility. It would be in the best interest of the City of Walterboro to obtain a copy of at least two years prior pump test records. JRM Enterprises will gladly analyze the findings and make any further recommendations at no cost to the City of Walterboro.

The vehicle as a whole was in very good condition. The following listed items were noted as not working or in some need of repair or maintenance.

- Bottom radiator tank should be wire brushed to remove rust and repainted black.
- Change ladder tip power outlet from twist lock to standard outlet.(see Ken for explanation)
- Small rip in the engine insulation on underside of the cab, driver's side.
- Engine oil pressure gauge in cab not reading the same as the pump panel gauge.
- Pump primer not working. Also, need to pull a dry vacuum test when repaired and send the results to the City and JRM for evaluation.
- Confirm ladder tip outlet has proper power going to it. (did not have anything to plug into it)
- Hydraulic tank main cut off valve wet with fluid. Need to check fittings
- Remove all old ladder heat strips and install new heat strips.
- Drivers side A/C condenser fan not working properly.
- A/C system needs recharging
- "PTO Engaged" light flashes off and on while driving and sitting still.
- Rear folding door lights not working. (work lights)
- Vector light bar has a light out on each side of the cab
- Cylinder connections to the ladder---- pin shackle looks to be twisted as if the bushings are worn out. Needs to be evaluated by the ladder inspection company to confirm that they are within specification or that they should be replaced. Have inspector give recommendation as to condition.



- The ladder is in need of maintenance. The entire ladder should be steam cleaned and wiped down with mineral spirits to remove all the old grease, and then have new grease applied to the ladder. All grease fittings should be greased at this time also.
- Battery status light on side of the truck not working. Confirm that the onboard charging system is operable and fix the battery warning light.
- Driver rear rotating warning light has a bearing in the light that is bad. Replace the light. (Red)
- Pump auto lube has never been serviced. Unit still has the factory paint on it. At this point the auto lube should have a rebuild kit installed and oil added.
- All radiator hoses/heater hoses should be replaced. Especially the 1" hose coming off the upper tank down to the engine. (driver's side)
- Cab hold down lock not locking.
- Fully service the chassis/engine and pump. New filters/fluids/oils and grease. Would also recommend flushing the radiator before replacing the radiator hoses, then refill with new antifreeze.
- Drivers seat belt did not couple correctly. Had to reset the red release button on numerous occasions to latch the seat belt.

Notes: all brake pads were 14 mm or greater.

Tires ranged in depth of 11 3/32 to 16 3/32

Cab interior was in excellent condition for its age. Interior was very impressive.

Wiring was in very good condition, did not notice any repairs or newly installed wiring.

Recommend having a hose bed cover installed by someone.

Generator powered up and ran very quietly.

Started, steered, accelerated and stopped well, Jake brake operated correctly.

Unit had Caterpillar batteries in it, could not see the year on the batteries.

The loose equipment (ladders, pike poles, axes, etc.) were not inspected by JRM. Ken advised this was part of the City of Walpole's negotiation for ISO equipment

**CITY OF WALTERBORO**  
**PARADE/PROCESSION PERMIT REQUEST**

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 1-26-12

1. Person submitting application: Gwendolyn Wiggins, Agent  
Address: 662 Bells Hwy  
Telephone: 843 549 2644
  2. Name of Organization: Direct General Insurance  
Chairperson/President: Gwendolyn Wiggins  
Address: \_\_\_\_\_  
Telephone: 843 - 549 - 2644
  3. Parade Chairman: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  4. Date/Time of Parade: Saturday, March 31, 2012
  5. Parade Route requested (Attach Sketch) \_\_\_\_\_  
Section of Bells Hwy,  
Robertson Blvd + N. Jettiferies Blvd.
  6. Number of Vehicles/Floats: 0 Number of Animals: 0
  7. Portion (width) of street parade will occupy: One lane
  8. Additional Information (Upon Request): WALK-A-THON Against  
Breast Cancer  
Proceeds donated to United Way
- Signature/Parade Chairman \_\_\_\_\_ Signature/Organization Chairperson \_\_\_\_\_

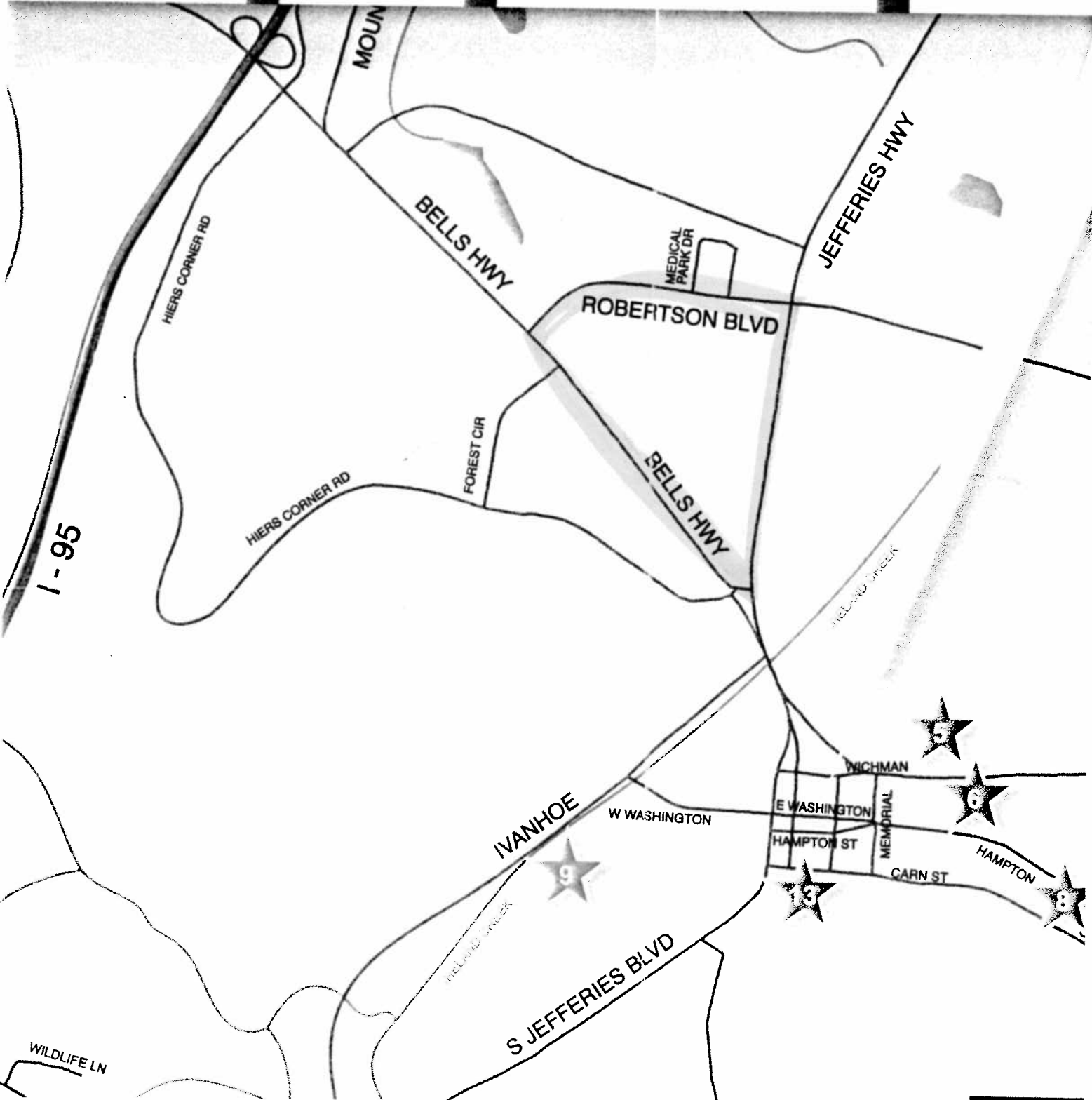
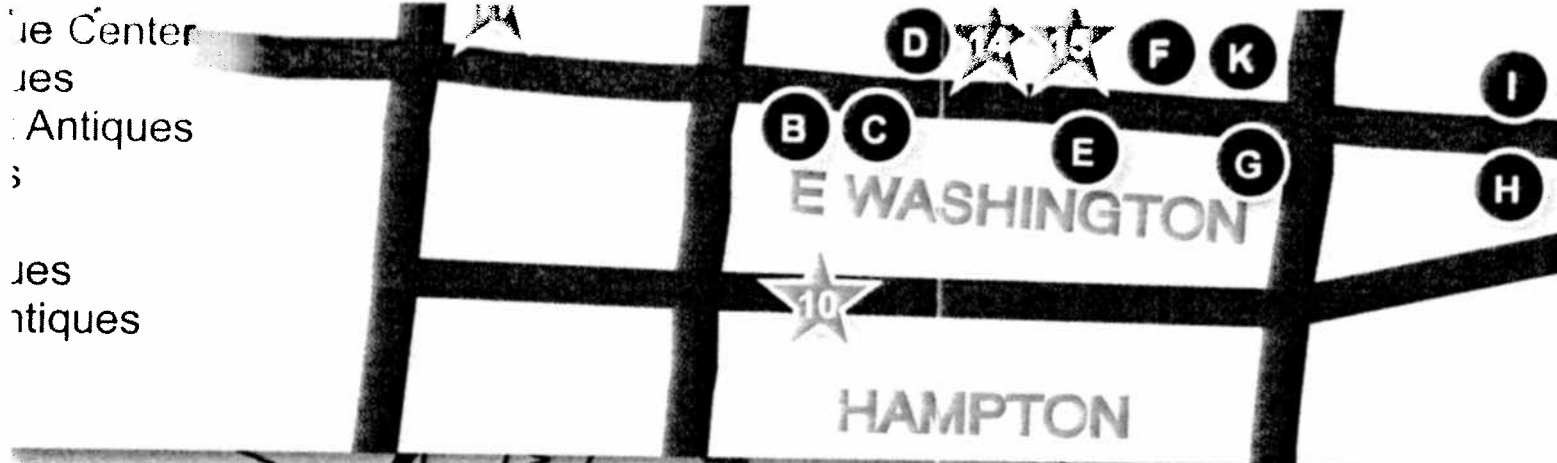
\_\_\_\_ Approval \_\_\_\_\_ Disapproval

\_\_\_\_\_  
Otis L. Rhodes, Chief of Police

\_\_\_\_\_  
Jeff Lord, City Manager

**NOTE:** >>> Call Police Dept. (549-1811) to confirm Parade/Procession Route three days prior to parade.

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Antiques



**WALTERBORO MERCHANTS ASSOCIATION**

**PO BOX 154, WALTERBORO, SC 29488**

**WWW.WALTERBOROMERCHANTSASSOCIATION.COM**

January 31, 2012

Walterboro City Council,  
Hampton Street,  
Walterboro, SC 29488

Dear Sirs:

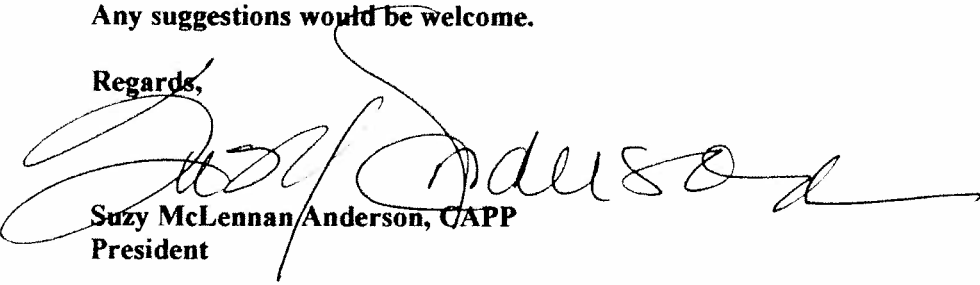
The Merchants Association would like to ask permission for the use of the Waterfall Plaza for "Sidewalk Sales at the Waterfall Plaza" on Saturday May 5. This will be the first of a planned annual event. Each WMA member will be limited to one 8 foot table. The event will start at 10 am and finish up at 3pm. This limitation will allow the event to be held without street closure, and without losing parking spots. Shops that, for security or convenience, cannot participate in an outdoor venue will designate "indoor sales events" by affixing a bouquet of balloons outside their doors.

The Association is focusing on growing a local target market, which has long needed to be expanded.

We will run ads in the Colletonian Newspaper along with posters and mailing cards.

Any suggestions would be welcome.

Regards,

  
Suzy McLennan Anderson, CAPP  
President

cc/files

782-4999

**ANDERSON ANTIQUES & APPRAISALS**

246 East Washington Street  
Walterboro, South Carolina 29488  
843.782.4999

SUZY MCLENNAN ANDERSON, CAPP

ROGER E. ANDERSON