

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
Public Hearing and Regular Meeting
April 10, 2012
City Hall
6:15 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. Public Hearing:

1. **Ordinance # 2012-04**, An Ordinance to Amend the City Zoning Ordinance to Rezone Certain Property, Tax Map # 147-05-00-013, (property located on Mt. Carmel Road, owned by Eurakulon LLC/E.R. Carmichael Jr. (Ordinance attached).

IV. Approval of Minutes:

1. Minutes of the February 28, 2012 Regular Meeting (Minutes attached).
2. Minutes of the March 13, 2012 Public Hearing and Regular Meeting (Minutes attached).

V. Old Business:

1. **Ordinance # 2012-04**, An Ordinance to Amend the City Zoning Ordinance to Rezone Certain Property, Tax Map # 147-05-00-013, (property located on Mt. Carmel Road, owned by Eurakulon LLC/E.R. Carmichael Jr., **Second Reading and Adoption** (Ordinance attached).

VI. Proclamations and Resolutions:

1. **Proclamation No. 2012-02**, Designating July 2012 as Colleton Training/Colleton High School Alumni Association Month (Proclamation attached).
2. **Resolution No. 2012-R-04**, Fair Housing Month, April 2012, and Approval of Nondiscrimination Policy (attached).

VII. New Business:

1. Consideration of a Mutual Assistance Agreement Between the City of Walterboro and the Town of Edisto Beach for Fire Services (Copy of agreement attached).

2. Consideration of Intergovernmental Agreement with South Carolina Department of Juvenile Justice (DJJ), for Use of Grant from the Rural Infrastructure Fund (RIF) in the Amount of Up to \$71,000, in Developing and Implementing the Teen After School Program Center Plus (TASC Plus) Program Within the City Limits of Walterboro (Copy of Agreement attached).
3. Consideration of Addendum to the Original Contract Between the South Carolina Coordinating Council for Economic Development and the City of Walterboro for an Additional \$70,000 in Funding for the Community Safety Initiative Grant #RIF10150252 (See attachment).
4. Consideration of Agreement with South Carolina Department of Transportation (SCDOT) for Assistance in the Design, Right-of-Way and Construction of Intersection Improvements and Streetscape Enhancements of South Jefferies Boulevard, Washington Street, and Improvements at Green Pond Highway Intersection in Colleton County (Copy of agreement attached).
5. Consideration of Recommendation to Purchase New Pickup Truck for Planning and Codes Department (Memorandum and bid materials attached).
6. Request for Street Closing for Alumni Community Walk, **July 7, 2012, 7:30 A.M. - 8:30 A.M.**, by Colleton Training School/Colleton County High School Alumni Association, Inc. (Letter and Parade Permit attached).
7. Consideration of Requests by Lowcountry International Society, Inc., (Letter from Leddy Smith attached).
 - a. Use of City Parking Lot on **September 29, 2012** for Annual Lowcountry Foods and Arts Festival from 8:00 A.M. to 10:00 P.M.
 - b. Use of Downtown Waterfall Plaza for Annual Christmas Sweets Around the Word Event on **December 1, 2012** from 10:00 A.M. to 4:00 P.M.
8. Request to Use Pinckney Park for Scholarship Award Ceremony on Sunday, April 22, 2012 from 1:30 P.M. to 3:00 P.M. by SC Waterfowl Association-Walterboro Chapter (Memorandum attached).

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VIII. Committee Reports:

IX. Executive Session:

1. Discussion of negotiations incident to proposed contractual arrangements.

X. ADJOURNMENT.

The Press and Standard

Friday, March 9, 2012

CITY OF WALTERBORO



PUBLIC HEARING

Walterboro City Council will hold a public hearing on Tuesday, April 10, 2012, at 6:15 P.M. in Council Chambers at City Hall, 242 Hampton Street, to receive public comments on the following proposed ordinance:

ORDINANCE # 2012-04. to rezone from Interstate Interchange Commercial District (IICD) to Highway Commercial District (HCD) one lot located on Mt. Carmel Road and shown on the tax map as # 147-05-00-013 for the stated purpose of constructing low income tax-credit multi-family dwellings.

A copy of the proposed ordinance is available in the City Manager's Office at City Hall, 242 Hampton Street or on the City's website (www.walterborosc.org). Written comments may be mailed to the City Manager, P.O. Box 709, Walterboro, SC 29488 and must be received prior to the public hearing. Please call the City Manager's Office (782-1010) for additional information or for disabled persons needing auxiliary aids.

Please give at least 24 hours notice if auxiliary aids are required.

254 Mount Carmel Road
Walterboro, SC 29488

March 22, 2012

City Manager
P.O. Box 709
Walterboro, SC 29488

Dear Sir:

I am writing to oppose the approval of Ordinance #2012-04 (rezoning one lot located on Mount Carmel Road and shown on the tax map as #147-05-00-013 for the stated purpose of constructing low income tax-credit multi-family dwellings).

I am the owner of two properties located on Mount Carmel Road, which would be adversely affected if the above Ordinance is approved. It has been my experience that this type of housing leads to an increase in crime and a decrease in property values.

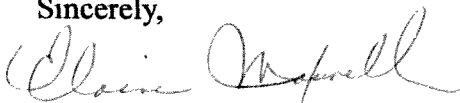
Walterboro has spent a considerable amount of money to beautify the I-95 interchange at exit 57. I assume this was done in large part to attract tourists, new residents and new businesses, thus increasing the tax base. What strangers see when they come off of that exit ramp becomes their first impression of Walterboro itself. I would think you would want that to be a very positive experience. However, if the first thing these strangers see is a low-income housing project, I firmly believe they will get right back on the interstate and go somewhere else. I certainly would.

The property in question is ideally located for a restaurant (or restaurants), which in turn would be an attraction for visitors, and also benefit the current residents of Walterboro. I would recommend trying to interest a well known chain restaurant to relocate here, thereby attracting people off of the interstate so they could get a good meal in a restaurant they're familiar with. I can guarantee you that a low-income housing project will not draw anyone to Walterboro; on the contrary, it will turn them away.

In conjunction with the above, the motels and restaurants currently located in this vicinity will probably see a decline in the number of customers they currently serve if this Ordinance is approved, since one of the main considerations when booking a motel room is safety. In this day and age, the same concerns apply to all areas of life, including restaurants.

Again, let me emphasize my opposition to approval of the above Ordinance. I trust that you will take my concerns and comments into consideration when making your decision.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elaine Maxwell".

Elaine Maxwell

DRAFT

Walterboro City Council
Regular Meeting
February 28, 2012

MINUTES

A Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, February 28, 2012 at 6:15 P.M. with Mayor Bill Young presiding.

PRESENT WERE: Mayor Bill Young, Council Members: Paul Siegel, Dwayne Buckner, Charles Lucas, Randy Peters, Tom Lohr and Bobby Bonds. City Manager Jeff Lord, City Clerk Betty Hudson, and City Attorney George Cone were also present. There were approximately 20 persons present in the audience.

There being a quorum present, Mayor Young called the meeting to order and welcomed everyone to the meeting. Mr. Horace Simmons, a citizen, led the Lord's Prayer. Bradley Pye, a young boy scout present at the meeting with his father, led the Pledge of Allegiance to our flag.

At this point, Mayor Young recognized Council Member Lohr who took the opportunity to introduce two newly appointed members of the Youth Advisory Commission, Trey Crosby and Keoisha Bingley. Trey Crosby, was present along with his mother Mrs. Crosby. Trey represents the Colleton Preparatory Academy, and is a senior student. Keoisha Bingley, also present, is a student at Colleton County High School. Council Member Lohr gave a short narrative introduction for each student.

PUBLIC INPUT ON AGENDA ITEMS:

No public comments were made.

PRESENTATION:

1. Projects Update - City Manager Jeff Lord

City Manager Lord stated, each year after the retreat, in the Council Meeting immediately following it, I give an update on prior year's projects and at the next Council Meeting, I will give a presentation on the initiatives we are looking at going forward with as a result of the retreat. So this report is an update on the accomplishments of where we are and where we might have some issues from last year's initiatives.

1. **Annexation** has been discussed for a couple of years. We have different parties who have been interested, and we have a couple on the agenda tonight. A lot of people are beginning to hear about the benefits of being in the City. So, we see that moving forward.

We are also looking at a whole website update, but as a part of that, a web application that can show people the benefits of being a citizen of the City.

2. **Park Master Plan**. That was bonded late last year. We are currently working on the construction documents, and we estimate construction to begin this fall. The "Adopt the Interchange Project" is complete. For the Downtown Arborscape Project, we are at 95% of the plans, and still waiting on one easement, so we can bid out the construction. Hopefully, we can get this constructed this summer or fall.
3. The **I-95 Loop Project Phase 1B**, which is the intersection of Washington and Jefferies Boulevard, we still have to get a participation agreement through SCDOT. Once that is done, then we can solicit for design, and we estimate construction will be next spring. We did have on there to do

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Loop Phases 1C and D and that's the South Jefferies portion. But that is on hold.

5. The Recycling Program, the pilot program, has been implemented. We are up to 170 cans out now. We have just about given out all of our 200 cans. This has been quite successful. According to the information I got this week, we are averaging 3/4 to 1 ton a week out of just 150 or 160 cans.
6. The revitalization project, we have the Doodle Hill Project. We had the World Changers who were here in the middle of last year and they did some building rehabs. We have demolitions that are also complete on the old Coastal property and the Moore Street property. Those properties are cleared and all we have to do now is put the seed out. We are about to bid out the other smaller demolitions. We are still working on the sidewalks. We are also working with DOT on the cameras that we are planning to put in the area. We are working out the encroachment permit issues.
7. The North Lemacks Revitalization, Phase I, Council received that at the end of last year, and last month Council had the public hearing on the Phase I application. We are waiting on the response from that application. Once we get it, we can begin work on that side as well.
8. Cooperative Services with Colleton County - We looked at this last year. We were looking at GIS and our landscaping. We weren't able to make that work because of the costs to be expected in it, but we are constantly looking for ways that we can work with the County.
9. Improving the ISO. We have our training tower currently under construction and our ladder truck is on the way. Once these things are complete and we are trained on the new equipment, we'll be able to proceed with our ISO evaluations.
10. Water line improvements, ISO No. 8, that is the waterline from Acorn Drive to Sniders Highway, we have completed this year, funded through the Coastal Electric Cooperative. Francis Street waterline is complete. Lemacks Street area is complete. We are still seeking funding on 3 other lines to finish the looping in the downtown area.
11. Crime Prevention. We released a crime report late last year which demonstrated we had a 30% drop from 2009 to 2010 in violent crime. We are predicting another 30% drop from 2010 to 2011.
12. Health Community Initiative. We have the bike lanes and sidewalks included in the loop projects. We have been working with some neighborhoods on the speed signs and radar enforcement. We have had some good response to that. We have been working with improving walking markers in the Great Swamp Sanctuary. We are also looking at some markers related to the Rice Run.
13. Youth Activities. We have added a web page to our website, identifying places that people can go, who are looking for activities for their kids, directing them to the sites that have those activities.

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14. The Friends of the Great Swamp Sanctuary (FROGS) continue to put on walks. There is one coming up next weekend with Rudy Mancke, but we have no activity on the development of the Discovery Center.
15. The Zoning Ordinance is currently out for review and comment. The Planning Commission has been receiving those comments and talking about it before they send it to Council.
16. The Chamber Update. There is an item on the agenda for that tonight. That is so we can update the carpet, chairs, maybe do some painting and some other things.
17. Sidewalk Repair. Council had budgeted for some sidewalk repairs in the City, but with the two revitalizations pending and including sidewalk repair and replacement, we wanted to see what the grants were going to pay for before we used general funds. Now that we have an idea of what grants will pay for, we are starting to look for places that need repair.

Concluding the presentation, Mr. Lord outlined that grants that the City has received so far to complete planned City projects. He stated that the City received notice of a little more than \$2,000,000 in grants last year, which equals to more than 20% of our total budget.

Mayor Young then thanked Utilities Director Wayne Crosby for being present at the meeting tonight. He was injured in an accident earlier today, but he is still here at the meeting.

APPROVAL OF THE MINUTES:

The Minutes of the January 10, 2012 Regular Meeting and the Minutes of the January 24, 2012 Public Hearing and Regular Meeting were approved as submitted on the motion of Council Member Peters, seconded by Council Member Lucas, with all members voting in favor.

OLD BUSINESS:

There was no Old Business before Council.

NEW BUSINESS:

1. **Ordinance # 2012-02**, An Ordinance to Annex Certain Property to the City of Walterboro, Tax Map # 163-01-00-066.000 (property located at 290 Country Lane, owned by Stephen Lyons and Rebecca Lyons), **First Reading**.

City Manager Lord informed Council that the City had received a petition for annexation for this property from Stephen and Rebecca Lyons. He explained that as you are entering Country Lane, the City has all the property on the left, and that's basically the Forest Hills Elementary School on the left. On the right side, the City has one property, and this would make two on that side of the street in the City.

A motion was made by Council Member Buckner, seconded by Council Member Lucas giving First Reading Approval to Ordinance # 2012-02, An Ordinance to Annex Certain Property to the City of Walterboro, Tax Map # 163-01-00-066,000 as submitted. In discussing the motion, Council Member Lucas asked if there was a way

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that the City could connect Shamrock to Country Lane if we wanted to? City Manager Lord explained that there is a strip of private property there that will not allow that connection. **The motion then passed unanimously.**

2. **Ordinance # 2012-03**, An Ordinance to Annex Certain Property to the City of Walterboro, Portion of Tax Map # 179-00-00-056 (property located between Chuckle Hill Road, Smith Street and Robertson Boulevard, owned by U.S. Land and Timber, President Barnwell Fishburne), **First Reading.**

City Manager Lord explained that the City received a petition for annexation for this property. When the City was originally incorporated, they drew a three quarter mile radius around the original location of the Little Library, and that was the City. That's why you see the little curve there.

A motion was made by Council Member Lucas giving First Reading Approval to Ordinance # 2012-03, An Ordinance to Annex Certain Property to the City of Walterboro, portion of Tax Map # 179-00-00-056, as submitted. Council Member Peters seconded the motion. In discussing the motion, Council Member Buckner asked City Manager Lord what is the proposed plan for development on this piece of property. City Manager Lord responded, I believe the intent is low-income tax credit apartments. Council Member Bonds asked for the exact location of this property. He said, I am having trouble visualizing it. Mayor Young said, this is off of Robertson Boulevard, the new extension part. It's on the right-hand side as you are going south. Showing the map on the overhead screen, City Manager pointed out, this is Robertson Boulevard here, and you can see Hampton Street, and here is Rivers, so this is the property in question here. You can see where it is divided by the City line. Council Member Peters asked, where is Black Street School in comparison to that? City Manager Lord pointed out the location of Black St. School, which is on Smith Street. Council Member Buckner then stated, I think this is a good idea for us to annex this piece of property with the hopes that he is going to do this development. I know a while back, we approved some type of credits or something like that. Would this apply to this piece of property? City Manager Lord responded, no, sir. City Manager Lord affirmed that the City would be adding this 3.1 acre tract to the City limits. Mayor Young stated, and he is planning to use the entire tract in the development. City Manager Lord agreed.

The motion then passed with all members voting in favor.

3. **Ordinance # 2012-04**, An Ordinance to Amend the City Zoning Ordinance to Rezone Certain Property, Tax Map # 147-05-00-013, (property located on Mt. Carmel Road, owned by Eurakulon LLC/E.R. Carmichael Jr.), **First Reading.**

City Manager Lord informed Council that the Planning Commission received a request to rezone this property which is right next to the Exit 57 interchange. It is currently zoned Interstate Interchange Commercial District and they have asked to rezone it to Highway Commercial District.

Council Member Peters then moved to give First Reading Approval to Ordinance # 2012-04 as submitted. Council Member Lohr seconded the motion. In discussing the motion, Council Member Peters asked what is the difference between the two zoning classifications? City Manager Lord responded, there is a lot of differences on acceptable uses. The reason they are asking for it is that they also are looking at doing low-income tax credit housing, and multi-family residential is not allowed in the Interstate

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Interchange Commercial District, whereby it is allowed in the Highway Commercial District.

Council Member Siegel then stated, I was just curious, it said that the staff did not recommend the rezoning, and I was just wanting to hear from the staff on this. City Manager Lord responded that the Comprehensive Plan when it was talking about the interchanges, it talks about conserving them for retail and industrial use, and so staff did not believe that the rezoning would match the intent of the Comprehensive Plan, but it did get approved by the Planning Commission.

Council Member Lucas then asked if any of the persons owning individual lots on Mt. Carmel Road had been contacted as to the proposed change, or is this in the City? City Manager Lord responded, that's not in the City limits.

Council Member Bonds then asked, where is this piece of property? I just want to make sure before I vote on something. City Manager Lord responded, right on the other side of the interstate here is Walmart. So this is Mt. Carmel Road. Mr. Bonds then asked, is this where the Exxon used to be. Mr. Lord responded, it's behind that.

Council Member Siegel then asked, if we were to change this zoning, does it rule out commercial development of that lot? City Manager Lord responded no. Commercial development is still allowed in the Highway Commercial District. It just also allows multi-family.

Council Member Bonds then asked, under the new zoning ordinance that we are looking at, is it going to be changed in any way? City Manager Lord responded, it was not intended to be changed. Mr. Bonds then said, so in other words, let's assume the new Zoning Ordinance isn't out, and six months later this application was made, is there going to be anything different in the proposed new zoning ordinance if it were adopted as it relates to usage? City Manager Lord responded, I don't know. He then asked Mr. David Dodd if he knew. Mr. Dodd then said, the only difference would be the multi-family dwelling would be a "special exception" in the new zoning ordinance, so it would have to go through the Planning Commission for its approval before it could get a permit. Right now, it's a conditional use as long as they meet the buffering conditions, then they don't have to go before any other board.

Council Member Bonds then asked, so it has to go to the Planning Commission to be approved as a "special exception", if we adopt the new proposed development code? Mr. Dodd affirmed that this was correct.

Council Member Lucas then asked, what is the final recommendation of staff? Mr. Lord responded that the recommendation was that it does not meet the intent of the Comprehensive Plan.

Council Member Siegel then asked, is the new plan less or more restrictive regarding this piece of property? Mr. Dodd responded, it would be more restrictive in that they would have to receive a "special exception" approval before they could continue with permitting and development for a multi-family dwelling. Councilman Siegel then said, in any event, have they already done that? Mr. Dodd responded, no, because it is not zoned for that at this time, but they have gone before the Planning Commission to ask for rezoning so that multi-family dwellings could be permitted. The only process

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right now for permitting on that, if it's rezoned so that it's an acceptable use, is that it would have to meet the conditions of buffering and screening.

Mayor Young then asked, could you tell us, and I was there for the first part of that meeting and I know that one of the property owner's concern was that they really don't have any access to the interstate, direct access. What was the Planning Commission's feelings? Planning Director Dodd answered, because the property doesn't front Bells Highway and is a long, narrow odd-shaped property, it would not be an ideal development parcel for a shopping center, and so that's what made them agree with the request to recommend rezoning. Mayor Young then asked, and did they think it was a good location for multi-family high density? Mr. Dodd responded, they did not see that as a disadvantage.

Council Member Peters then stated, but the staff knowing the same thing, you still can't get to it from Bells Highway. The only place that we could get is that little indentation on Mt. Carmel Road, is that in the City limits, between that lot and that green area? Mr. Dodd responded, it may be. That's a highway right of way, that little white indentation above the blue strip. Mr. Peters acknowledged that this was the little strip of blue on the diagram. Mr. Dodd and City Manager Lord affirmed that all of that is in the City, that one long narrow odd-shaped parcel. Mayor Young pointed out that one could get to it from Bells Highway, but it does not have Bells Highway road frontage. Mr. Siegel then said, you have to get to it by Mt. Carmel Road.

The discussion concluded and the motion giving First Reading Approval to Ordinance # 2012-04, An Ordinance to Amend the City Zoning Ordinance to Rezone Certain Property, Tax Map # 147-05-00-013, passed with a vote of 4/3 with Mayor Young, Council Members Siegel, Peters and Bond voting in favor and Council Members Lohr, Buckner and Lucas opposing the motion.

4. **Ordinance # 2012-05** An Ordinance Establishing a Citizen of the Year Committee and Codifying the Accommodations Tax Advisory Committee, **First Reading.**

A motion was made by Council Member Bonds, seconded by Council Member Buckner giving First Reading Approval to Ordinance #2012-05; being: An Ordinance Establishing a Citizen of the Year Committee and Codifying the Accommodations Tax Advisory Committee. The motion passed unanimously.

5. **Funding Recommendations from the Accommodations Tax Advisory Board**

Finance Director Dennis Averkin told Council the Accommodations Tax Advisory Board met on February 16, 2012, reviewed and approved the following funding requests from the 65% Tourism Fund:

	<u>Request</u>	<u>Approved</u>
Walterboro Tourism Commission	\$ 4,000	\$ 4,000
S.C. Artisans Center - Antiques History and Arts Festival	\$ 2,000	\$ 2,000
Exit 53 Merchants Association	\$15,000	\$ 7,500
Total 65% Requests	\$21,000	\$13,500

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Mr. Averkin gave a brief description of each funding request. He explained that should the requests be approved by Council, the projected remaining balance available for year 2011-2012 grants is \$2,280.

A motion was made by Council Member Lucas, seconded by Council Member Peters to approve the A-Tax funding recommendations as submitted. In discussing the motion, Council Member Buckner questioned funding request No. 3 for the Antiques History and Arts Festival. He asked, did they only request just \$2,000, and are they doing this in conjunction with the Artisans Center? Mr. Averkin explained that they had already received funding. This is just for their rack cards that go in all the welcome centers. This is strictly promotional materials for the Artisans Center. The Antiques and Arts Festival has already received their funding. **The motion then passed with all members voting in favor.**

6. Consideration of Proposal from Jayne Siegel Design, LCC to Provide Design Consultant Services for Council Chambers Update

At this point, Council Member Siegel recused himself from participation in the discussion and vote on this agenda item due to a conflict of interest, in that Ms. Jayne Siegel is his wife.

City Manager Lord stated that Ms. Jayne Siegel has done the design consulting in City Hall for many years. So, we contacted her to continue doing this for the Council Chamber Update, which is redoing the carpeting, redoing the chairs, maybe putting some new paint on the walls, etc. Our code requires for anything related to any work over \$5,000 be brought to Council for approval. Again, she has been the consultant for City Hall for many years, and there is no reason we see not to continue to use her.

A motion was made by Council Member Dwayne Buckner to utilize the design and consultant services of Jayne Siegel Designs, LCC to update Council Chambers. Council Member Lucas seconded the motion. Council Member Peters then recused himself from voting, because he has participated in bidding on some of the furniture that she is planning on providing in a proposal. Mayor Young then stated, and we are approving a fee not to exceed \$750 for design. Council Member Buckner then said, I think it is a good idea for us to spruce up the Chambers and make it look nice as we begin to move forward, and good things are happening here in the City. We want to make sure that we project that image. I am excited about seeing what design concepts Mrs. Siegel is going to come up with. When people come to our chambers and to our meetings, they will see a nice image of the City, reflected in our Chambers.

The motion then passed with a vote of 5/0, with Mayor Young, Council Members Buckner, Lucas, Lohr and Bonds voting in favor. Council Members Siegel and Peters recused themselves from voting on this agenda item due to a conflict of interest.

7. Request for Use of Downtown Plaza for Annual Memorial Day Ceremony on May 28, 2012, by Veterans Council

A request by the Veterans Council to use the Downtown Plaza on May 28, 2012 for the Annual Memorial Day Ceremony was approved as submitted on the motion of Council Member Lucas, seconded by Council Member Peters and passed unanimously.

8. Request for Street Closings and Use of Parking Lot for Annual Downtown Walterboro Criterium Pro Cycling Classic

A request for street closings and use of the Parking Lot for the Annual Downtown Walterboro Criterium Pro Cycling Classic on May 2, 2012 was approved as submitted

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on the motion of Council Member Bonds, seconded by Council Member Buckner, and passed with all members voting in favor.

9. Request to Close Street for Cubmobile Race on March 10, 2012, by Connie Carlin, Cubmaster

A motion was made by Council Member Buckner to close the streets as requested for the Cubmobile Race on March 10, 2012. Council Member Peters seconded the motion. Mayor Young pointed out that the road to be closed is the Forest Hills Road, from Jefferies Boulevard to Ivanhoe Drive. The motion passed unanimously.

10. Consideration to Restore the March 13th Regularly Scheduled City Council Meeting and Cancel the March 27th Meeting.

The Mayor explained that the March 27 meeting will coincide with the impending birth of Mr. Lord's second son. A motion was made by Council Member Buckner to restore the March 13th regularly scheduled meeting and cancel the March 27th meeting. Council Member Bonds seconded the motion that passed with all members voting in favor.

COMMITTEE REPORTS:

There were no committee reports given.

A motion to enter an Executive Session was then made by Council Member Lucas, seconded by Council Member Bonds, and passed with all members voting in favor. The Mayor then announced that the meeting will enter an Executive Session for a personnel matter on Boards and Commissions Appointments, and also for a discussion of negotiations incident to proposed contractual arrangements.

The meeting then convened into an Executive Session.

The meeting returned to Open Session, and the Mayor entertained motions for appointments to the City's Boards and Commissions. The appointments made were as follows:

Accommodations Tax Board

On the motion of Council Member Siegel, seconded by Council Member Peters and passed with all members voting in favor:

Jackson Hughes was reappointed for another 3-year term.
Barnwell Fishburne was newly appointed for a 3-year term.

Building Board

On the motion of Council Member Lucas, seconded by Council Member Lohr and passed unanimously:

Herman Radcliff was reappointed for another 4-year term.
Harry Hiott was newly appointed to a 4 year term.
Charles S. Brightwell was newly appointed to an unexpired term.

Board of Zoning Appeals

On the motion of Council Member Peters, seconded by Council Member Lucas with a vote of 6/1 with all members voting for the motion, except Council Member Buckner voted against the motion.

Jimmy Syfrett was newly appointed to an unexpired term.
Travis Godley was reappointed for another 3 year term.
Dandi Daniels was reappointed to another 3 year term.

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City Appearance Board

On the motion of Council Member Bonds, seconded by Council Member Peters and passed unanimously:

Carol Hinson was newly appointed to an unexpired term.

Election Commission

On the motion of Council Member Lohr, seconded by Council Member Siegel and passed with all members voting in favor:

T. Payton Crosby was reappointed for another 6 year term.

Economic Development Commission

On the motion of Council Member Peters, seconded by Council Member Lucas and passed unanimously:

Nicole Holmes was newly appointed to the unexpired term of Joanna Angell.

Historic Preservation Commission

On the motion of Council Member Lucas, seconded by Council Member Buckner and passed with all members voting in favor:

Sherry Cawley was reappointed for another 2 year term.

Leonard Hultquist was reappointed for another 2 year term.

Tree Protection Committee

On the motion of Council Member Buckner, seconded by Council Member Peters and passed unanimously:

Carroll Brown was reappointed for another 2 year term.

Robert Wilkerson was reappointed for another 2 year term.

Joel F. Thompson was reappointed for another 2 year term.

Dr. Martha McKevlin was reappointed for another 2 year term.

Youth Advisory Committee

On the motion of Council Member Lohr, seconded by Council Member Peters and passed unanimously:

Wayne Bennett was reappointed for another 2 year term.

Mister Lesley Bligen was reappointed for another 2 year term.

Melissa Terry was reappointed for another 2 year term.

Cathy Turner was reappointed for another 2 year term.

There being no further business, a motion to adjourn the meeting was made by Council Member Lucas, seconded by Council Member Lohr and passed unanimously. The Mayor adjourned the meeting at 7:45 P.M. Notice of this meeting was distributed to all local media and posted on the City Hall bulletin board at least twenty-four hours prior to meeting time.

Respectfully,

Betty J. Hudson
City Clerk

DRAFT

Walterboro City Council
Public Hearing and Regular Meeting
March 13, 2012

MINUTES

A Public Hearing and Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, March 13, 2012 at 6:15 P.M. with Mayor Bill Young presiding.

PRESENT WERE: Mayor Bill Young, Council Members: Paul Siegel, Dwayne Buckner, Charles Lucas, Randy Peters, Tom Lohr and Bobby Bonds. City Manager Jeff Lord, City Clerk Betty Hudson, and City Attorney George Cone were also present. There were approximately 14 persons present in the audience.

There being a quorum present, the Mayor called the meeting to order and gave the invocation. Council Member Lucas led the Pledge of Allegiance to our flag.

At this point, Mayor Young announced that an article on the Great Swamp Sanctuary appeared in this month's issue of the South Carolina Wildlife magazine. Issues of this magazine are available on a first-come, first-serve basis in the City Manager's Office.

The Mayor also announced that the City has been notified of a \$500,000 grant award in CDBG funds for completion of Phase II of the North Lemacks Street Revitalization Project. This is part of the Village Renaissance program that the City is doing in that area.

The Mayor also announced that about a week ago, he and Hank Amundson, Economic Development Director, attended the Department of Commerce's Rural Summit Meeting and the City of Walterboro and the City of Laurens were awarded the Palmetto Partnership Award for our work with the Department of Juvenile Justice and the After School Teen Program. So, we were really pleased to get that. It was a good recognition for our community on a statewide basis.

PUBLIC HEARING:

The Mayor then opened a public hearing, duly advertised, to received public comments on:

1. **Ordinance # 2012-05,** An Ordinance Establishing a Citizen of the Year Committee and Codifying the Accommodations Tax Advisory Committee

No public comments were received and the public hearing was closed and the regular meeting began.

PRESENTATION:

1. **Annual Retreat Report - City Manager Jeff Lord**

City Manager Lord stated, each year after the retreat, at its first meeting, I will present the accomplishments of last year and at the second meeting, I will go over the goals that came out of the retreat.

Mr. Lord gave the following highlights of the retreat:

1. City Council reviewed the status of the 2011 projects, and identified new projects to look at in 2012.
2. Council came up with three main focus areas that they wanted to look at, and they are:
 - a. Public Safety
 - b. Beautification
 - c. Economic Development

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March 13, 2012

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These are pretty much the same as they were before. They may be phrased a little differently. Public Safety last time was phrased as crime.

3. Public Safety. We talked about improving the ISO, adding some firefighters with a grant that we have applied for, and discussed implementing a student firefighter's program. Under crime prevention, the Public Safety Department is going to look at going after CALEA Accreditation. This an international accreditation, something like the badge of honor saying we meet this high standard. Council also talked about the City Marketing Campaign. Wants staff to ensure that our marketing materials reflect diversity. We also talked about a City-wide or area WIFI for the City. Staff is to look at other funding opportunities regarding grants.

4. Beautification: The I-95 loop project has been in the works for a couple of years now. Council gave staff direction to go ahead and look at doing the plans specifications as a contract document. We looked at implementing the new gateway signage that was part of the I-95 loop plan, which is several places around the City. Other topics discussed were annexations. We talked about developing an on-line tool that people can use to go and look and say "how much will I save by annexing into the City limits".

APPROVAL OF THE MINUTES:

The Minutes of the February 7, 2012 Special Called Meeting were approved on the motion of Council Member Buckner, seconded by Council Member Lucas and passed unanimously.

OLD BUSINESS:

1. Ordinance # 2012-02 (Second Reading)

Ordinance # 2012-02, An Ordinance to Annex Certain Property to the City of Walterboro, Tax Map # 163-01-00-066 (property located at 290 Country Lane, owned by Stephen Lyons and Rebecca Lyons), was before Council for Second Reading and Adoption.

A motion was made by Council Member Peters, seconded by Council Member Lucas, giving Second Reading and Adoption to Ordinance # 2012-02. In discussing the motion, Council Member Buckner asked for clarification as to whether or not this is the piece of property near the Forest Hills Elementary School. The City Manager affirmed that this is correct. The motion then passed with all members voting in favor.

2. Ordinance # 2012-03 (Second Reading)

Ordinance # 2012-03, An Ordinance to Annex Certain Property to the City of Walterboro, Portion of Tax Map # 179-00-00-056 (property located between Chuckle Hill Road, Smith Street and Robertson Boulevard, owned by U.S. Land and Timber, President Barnwell Fishburne), was before Council for Second Reading and Adoption.

A motion was made by Council Member Lucas, seconded by Council Member Peters, giving Second Reading and Adoption to Ordinance # 2012-03. The motion passed unanimously.

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3. Ordinance # 2012-05 (Second Reading)

Ordinance # 2012-05, An Ordinance Establishing a Citizen of the Year Committee and Codifying the Accommodations Tax Advisory Committee was before Council for Second Reading and Adoption.

A motion was made by Council Member Buckner, seconded by Council Member Lucas, giving Second Reading and Adoption to Ordinance # 2012-05. The motion passed unanimously.

NEW BUSINESS:

1. Proclamation No. 2012-01, A Proclamation recognizing March as American Red Cross Month, was read into the records by Mayor Young. Ms. Nancy Olson, Communications Manager, American Red Cross in Charleston, South Carolina, was present and gave brief remarks. She assured everyone that the Red Cross is alive, well and operating in Walterboro. Since July 1, when its fiscal year began, the Red Cross has assisted over 100 residents in Colleton County, with 71 of those being residents from Walterboro. She announced that on March 22, in honor of Red Cross, the Colleton County High School will train everyone of their students in a hands-on CPR class.

A motion adopting the proclamation was made by Council Member Peters, seconded by Council Member Lucas, and passed with all members voting in favor. A copy of said proclamation is attached as part of these minutes.

2. Consideration Designating Job Creation and Economic Development as the Top Priority of the Walterboro City Council in 2012

A motion was made by Council Member Buckner to approve the consideration designating job creation and economic development as the top priority of the Walterboro City Council in 2012. No second was received, and the **motion died for lack of a second.**

3. Request for Special Permission to House (2) Pygmy Goats at 523 Hampton Street in the City Limits by M. Scott Steedley

A motion was made by Council Member Peters to grant special permission to M. Scott Steedley to house 2 pygmy goats at 523 Hampton Street in the City Limits. Council Member Bonds seconded the motion. In discussing the motion:

Council Member Lucas asked if the City had contacted the neighbors to see what their feelings are on this? City Manager Lord responded, we have not. This was a staff generated issue, and we have not taken complaints on this issue.

Council Member Buckner said, I would like to know exactly what is the rule regarding goats and chickens, and pigs. What does the ordinance say? The City Manager answered, they are not allowed unless City Council gives special permission. Mr. Buckner then said, my concern is that once we allow goats, then the next person who has a pet pig or some chickens, etc. is a slippery slope type situation. If we grant this one request, my feeling is, if you want to have these type of animals, you need to be outside the City limits. You know, we have ordinances in place so that this type of raising goats, pigs or chickens, is not permitted here. So, I cannot support that, because if we allow this man this instance to go through, then the next person with a request, we've got to do the same thing. So, my vote would be against it, and that's my position.

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At this point, Council Member Lucas reminded Council that it has given permission for horses in Forest Hills.

Mayor Young then stated, I think these are pigmy goats, which are about the size of a dog. I rode by and looked, and from the road, I could not see any evidence. I didn't know where they were, I didn't know if they were keeping them in the house, if they had a pen or what.

Council Member Siegel then stated, I had two goats in my yard on Wichman Street as a child, and they weren't a nuisance. I think if they are pets, then that would be perfectly fine.

Council Member Lucas then said, I would be willing to approve this with the understanding that if there are complaints, then Council will take another look at this in the future, if neighbors start to complain about odors or have a problem or whatever.

Council Member Siegel then said, I move that we amend the motion. He felt that there should be reasonable conditions.

Council Member Bonds then said, do we want to make it for just the two goats that he has now? Assuming the information contained in his letter is accurate, he has had his goats for four years. He has two of them and they are the equivalent of pets, so I want to know if you want to limit it.

Mayor Young then asked, could we restate the motion to say that we approve the two goats? Council Member Bonds then said, well it says two goats, but I wonder if you want to limit it to just O.K., in other words, you only get two goats, and if one dies, do you get another one?

Attorney Cone then suggested that Council could approve the keeping of the two existing goats, provided that they comply with all of the sections of the City Code, and state and federal law. I don't know whatever covers goats, but you have a nuisance section and a running at-large section. So, if he complies with all that, then he should be all right.

Council Member Peters then restated his motion, based on the suggestion of the City Attorney - That special permission is granted for the two existing goats provided they comply with all other sections of the City Code and with state and federal law.

Council Member Buckner then said, just as a matter of caution again. If we allow goats, we will have pigs. Pretty soon, there will be folks who want to keep chickens and roosters and all of these other domesticated animals. That's why we have an ordinance prohibiting these types of animals within the City limits. Again, my argument is if you have those type of animals, then you need to be outside the City. We are a City, we are not on the outskirts, and that's why we have an ordinance prohibiting those type of animals.

Mayor Young then said, the motion, as I understand it, is to grant permission to house the existing two pigmy goats providing they meet all national, state and local requirements governing goats. **The motion then passed with a vote of 6/1, with Mayor Young, Council Members Siegel, Lohr, Peters, Lohr and Bonds voting in favor, and Council Member Buckner opposing the motion.**

4. **Consideration of Requests by SC Artisans Center for the 2012 Walterboro Antiques, History and Arts Festival, May 18-19, 2012**

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Walterboro City Council
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A motion was made by Council Member Lucas to grant the request made by the SC Artisans Center for the 2012 Walterboro Antiques, History and Arts Festival on May 18-19, 2012 as submitted. Council Member Buckner seconded the motion that passed with all members voting in favor.

COMMITTEE REPORTS:

There were no Committee Reports given.

EXECUTIVE SESSION:

The Mayor then entertained a motion to enter into an Executive Session. Council Member Lucas So Moved. Council Member Bonds seconded the motion, that passed unanimously. The Mayor announced that the meeting would enter into an Executive Session for a personnel matter on Boards and Commission Appointments, for a discussion of negotiations incident to proposed contractual arrangements, and for receipt of legal advice. The meeting then convened into an Executive Session.

The Meeting returned to Open Session and a motion was made by Council Member Peters to appoint Ms. Mary Corbett for an unexpired term on the Historical Preservation Commission. Council Member Lucas seconded the motion that passed with all members voting in favor.

There being no further business, a motion to adjourn was made by Council Member Buckner, seconded by Council Member Lucas and passed unanimously. The Mayor adjourned the meeting at 7:10 P.M. Notice of this meeting was distributed to all local media and posted on the City Hall bulletin board at least twenty-four hours prior to meeting time.

Respectfully,

Betty J. Hudson
City Clerk

ORDINANCE # 2012-04

AN ORDINANCE TO AMEND THE CITY ZONING ORDINANCE TO REZONE CERTAIN PROPERTY.

WHEREAS, the Planning Commission has made its recommendations and a public hearing has been properly advertised and conducted;

BE IT THEREFORE ORDAINED by the Mayor and Council of the City of Walterboro, in Council Assembled, that the Official Zoning Map is hereby amended to rezone Tax Map Parcel # 147-05-00-013 from Interstate Interchange Commercial District (IICD) to Highway Commercial District (HCD) as shown on the attached map.

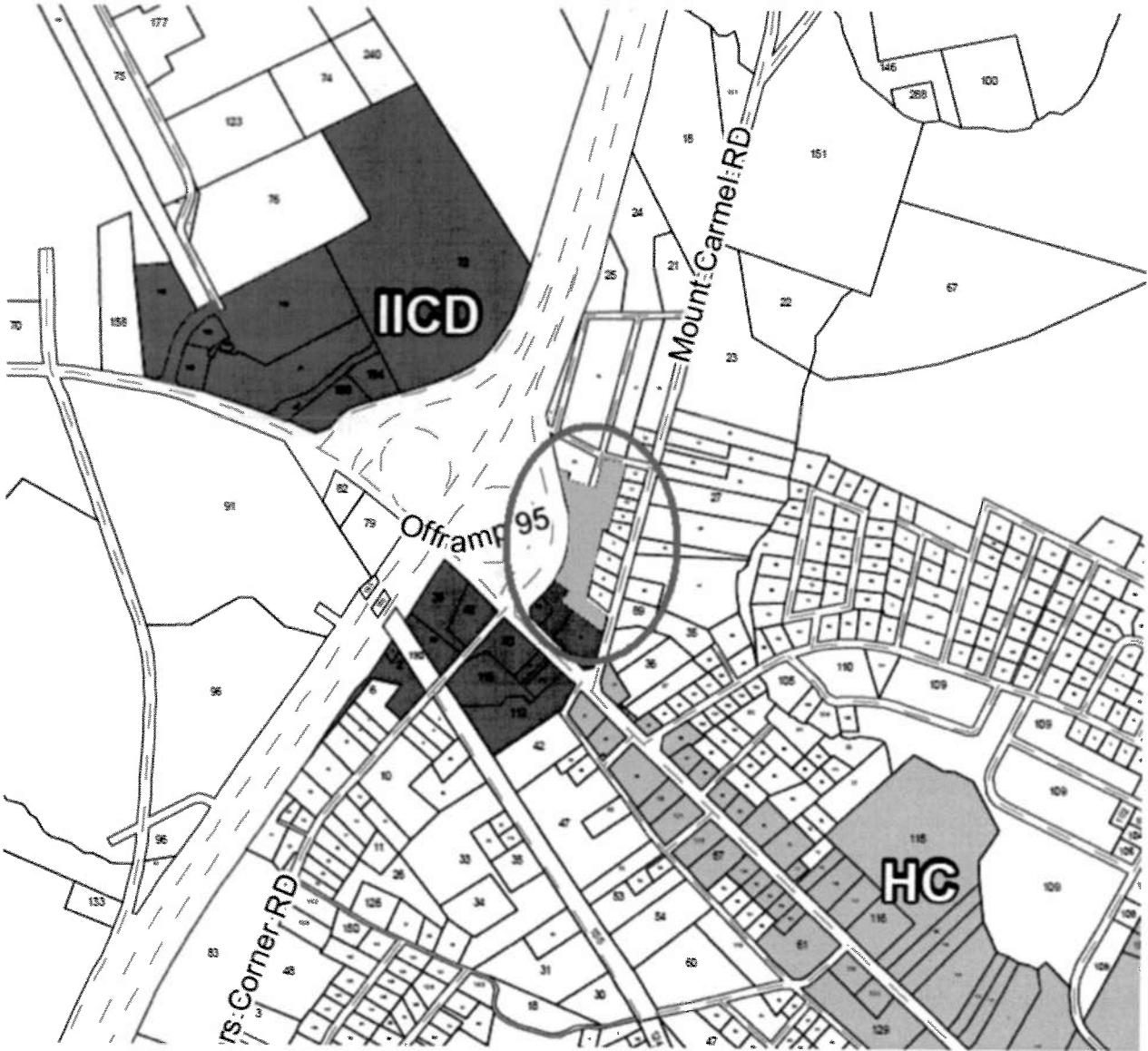
DONE, this 10th day of April, 2012.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: February 28, 2012
Public Hearing: April 10, 2012
Second Reading: _____



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

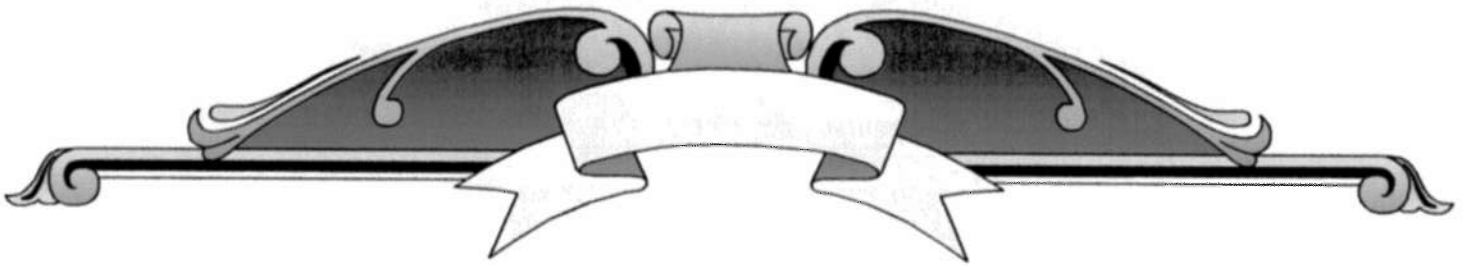
Walterboro, South Carolina 29488-0008

To: Mayor and Council
From: David B. Dodd, Planning Director 
Subject: Recommendation to rezone TMS# 147-05-00-013 Mt. Carmel Road
Date: February, 22, 2012

The Municipal Planning Commission recommends an amendment to rezone the property belonging to EURAKULON LLC / E. R. Carmichael Jr., on Mt. Carmel Road from Interstate Interchange Commercial District (IICD) to Highway Commercial District (HCD).

The owner of the property, Randy Carmichael, made a request to the Planning Commission to have the property rezoned with the intent of constructing low income tax-credit multi-family dwellings.

Public notice of the Planning Commission meeting was adequately advertized and conspicuous notice was posted on the property as is required. Staff did not recommend the rezoning but there was no public opposition to the rezoning request and after discussion of the matter, the commission voted to recommend the rezoning to Highway Commercial District (HCD).



PROCLAMATION

No. 2012-02

WHEREAS, the Colleton Training/Colleton High School Alumni Association, Inc. is in celebration of the life, history, legacy, spirit and tradition of Colleton Training and Colleton High School; and,

WHEREAS, there will be a large number of visitors to our City as a result of their grand reunion celebration to be held July 6-8, 2012 in Walterboro, South Carolina; and,

WHEREAS, the association seeks to commemorate the spirit of giving that was an integral part of the beloved school, by establishing the Colleton Training/Colleton High School Scholarship Fund; and,

WHEREAS, scholarships will be awarded to deserving/needy boys and girls of Colleton County as a result of the establishment of the fund; and

WHEREAS, the citizens of Walterboro and Colleton County will be enriched by the scholarship program of the Alumni Association and by their continued involvement in our community.

NOW, THEREFORE, I, William T. Young, Jr., Mayor of the City of Walterboro, South Carolina do hereby proclaim the month of July, 2012 as "**COLLETON TRAINING/COLLETON HIGH SCHOOL ALUMNI ASSOCIATION, INC. MONTH**" in the City of Walterboro.

WHEREFORE, I have set my hand and caused the official seal of the City of Walterboro to be affixed this 10th day of April, 2012.

William T. Young, Jr.
Mayor Pro-Tem

ATTEST:

Betty J. Hudson
City Clerk



RESOLUTION NO. 2012-R-04

FAIR HOUSING RESOLUTION

WHEREAS, the City of Walterboro desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, the City of Walterboro rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familiar status in the sale, rental, or provision of other housing services; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989, and

WHEREAS, April is recognized nationally as Fair Housing Month.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Walterboro, South Carolina does hereby designate April 2012 as being Fair Housing Month, and recognizes the policy supporting Fair Housing by encouraging all citizens to endorse Fair Housing opportunities for all not only during Fair Housing Month but throughout the year.

ADOPTED, this _____ day of _____, 2012 and published in _____ newspaper on _____.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
Municipal Clerk

PUBLIC NOTICE

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY STATUS

The City of Walterboro does not discriminate on the basis of disability in the admission, or access to, or treatment or employment in, its federally assisted programs or activities.

Jeffrey V. Lord, City Manager, 242 Hampton Street, P.O. Box 709, Walterboro, SC 29488
Phone (843) 782-1000 or (Voice) 1-800-735-2905 (TDD), has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

Town of Edisto Beach

Burley L. Lyons, Mayor

Administration

Iris Hill, Town Administrator
Meagan Chaplin, Municipal Clerk



Council Members

Pete Anderson
Jane S. Darby
Larry "Babe" Hutto
Tommy Mann

March 9, 2012

Betty Hudson
City Clerk
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Re: Mutual Assistance Agreement

Dear Ms. Hudson:

Please find enclosed two copies of the Mutual Assistance Agreement between the City of Walterboro and the Town of Edisto Beach for fire services. The Edisto Beach Town Council approved this agreement on March 8, 2012 at our Council meeting. After approval by Walterboro City Council, please return one original copy of this agreement to me.

If you have any questions, please do not hesitate to contact me at (843)869-2505, extension 213 or mchaplin@townofedistobeach.com.

Sincerely,

A handwritten signature in cursive script that reads "Meagan Chaplin".

Meagan Chaplin
Municipal Clerk

Enclosure

Mutual Assistance Agreement

THIS AGREEMENT is made by and between the City of Walterboro, Walterboro Public Safety (Fire Department) and, the Town of Edisto Beach, Edisto Beach Fire Department and has approved and authorized the terms of this Agreement.

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in the control of fire, fire prevention, medical first responder, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, service equipment and personnel, medical first responder, hazardous materials control, and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, medical first responder, service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

- 1. PURPOSE:** The stated purpose of the Mutual Assistance Agreement is to provide mutual assistance to the parties for control of fire, fire prevention, and/or other emergency support in the event of a major fire disaster or other emergency and to provide for the sharing of reserve equipment.
- 2. REQUEST FOR ASSISTANCE:** The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available at the Requesting Party's facilities.

REQUEST FOR ENGINE: The parties agree that if the Requesting Department has an available reserve engine, the Responding Department will provide the reserve engine to Requesting Department upon their request. A request for the reserve engine will only be made when an engine is unavailable to perform as a first alarm response (first due) engine and no other engines are available to perform its duties.

REQUEST FOR LADDER: The parties agree that if the Requesting Department has an available reserve ladder truck, the Responding Department will provide the reserve ladder to Requesting Department upon their request. A request for the reserve ladder will only be made when an ladder is unavailable to perform as a first alarm response (first due) ladder and no other ladders are available to perform its duties.

3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided for in Paragraph No. 1 of this Agreement the Commanding Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:
 - a. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
 - b. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
 - c. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - d. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.
4. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE:** The incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.
5. **LIABILITY:** The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities, which arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other party hereto harmless there from as to action relating to performance under this Agreement.
6. **POST RESPONSE RESPONSIBILITY:** Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and

personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

7. **COMPENSATION:** Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if the fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals.
8. **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
9. **PER-INCIDENT PLANNING:** The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
10. **SHARED PURCHASING:** There shall be no joint or cooperative acquiring, holding and disposal of real or personnel property.
11. **ADMINISTRATION AND FINANCE:** There is not hereby created any separate or legal administrative entity. There shall be no joint or cooperative acquiring, holding and disposing of real or personnel property and each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Commanding Officers.
12. **DOCUMENT CONTROL-EXECUTION:** That a duplicate original of the Agreement shall be filed at the administrative offices of each party. Upon such filing requirements being accomplished, and upon such approval by each governing body, this Agreement shall be effective upon execution by the parties.
13. **TERMINATION:** This Agreement shall remain in full force and effect until terminated as follows;

14. A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

15. **AGREEMENT NOT EXCLUSIVE:** This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

DATED:

Walterboro Public Safety

Bill Young
Mayor, City of Walterboro

ATTEST:

Otis L. Rhodes
Fire Chief

Sworn to and Subscribed before me
this ____ day of _____, 20__

Notary Public for South Carolina
My Commission expires: _____

DATED:

Edisto Beach Fire Department

Burley Lyons
Mayor, Town of Edisto Beach

Larry Waddle
Fire Chief

Sworn to and Subscribed before me
this 8th day of March, 2012

Notary Public for South Carolina
My Commission expires: 07/17/2014

Mutual Assistance Agreement

THIS AGREEMENT is made by and between the City of Walterboro, Walterboro Public Safety (Fire Department) and, the Town of Edisto Beach, Edisto Beach Fire Department and has approved and authorized the terms of this Agreement.

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in the control of fire, fire prevention, medical first responder, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, service equipment and personnel, medical first responder, hazardous materials control, and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, medical first responder, service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

- 1. PURPOSE:** The stated purpose of the Mutual Assistance Agreement is to provide mutual assistance to the parties for control of fire, fire prevention, and/or other emergency support in the event of a major fire disaster or other emergency and to provide for the sharing of reserve equipment.
- 2. REQUEST FOR ASSISTANCE:** The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available at the Requesting Party's facilities.

REQUEST FOR ENGINE: The parties agree that if the Requesting Department has an available reserve engine, the Responding Department will provide the reserve engine to Requesting Department upon their request. A request for the reserve engine will only be made when an engine is unavailable to perform as a first alarm response (first due) engine and no other engines are available to perform its duties.

REQUEST FOR LADDER: The parties agree that if the Requesting Department has an available reserve ladder truck, the Responding Department will provide the reserve ladder to Requesting Department upon their request. A request for the reserve ladder will only be made when an ladder is unavailable to perform as a first alarm response (first due) ladder and no other ladders are available to perform its duties.

3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided for in Paragraph No. 1 of this Agreement the Commanding Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:
 - a. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
 - b. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
 - c. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - d. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.
4. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE:** The incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.
5. **LIABILITY:** The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities, which arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other party hereto harmless there from as to action relating to performance under this Agreement.
6. **POST RESPONSE RESPONSIBILITY:** Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and

personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

7. **COMPENSATION:** Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if the fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals.
8. **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
9. **PER-INCIDENT PLANNING:** The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
10. **SHARED PURCHASING:** There shall be no joint or cooperative acquiring, holding and disposal of real or personnel property.
11. **ADMINISTRATION AND FINANCE:** There is not hereby created any separate or legal administrative entity. There shall be no joint or cooperative acquiring, holding and disposing of real or personnel property and each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Commanding Officers.
12. **DOCUMENT CONTROL-EXECUTION:** That a duplicate original of the Agreement shall be filed at the administrative offices of each party. Upon such filing requirements being accomplished, and upon such approval by each governing body, this Agreement shall be effective upon execution by the parties.
13. **TERMINATION:** This Agreement shall remain in full force and effect until terminated as follows;

14. A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

15. **AGREEMENT NOT EXCLUSIVE:** This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

DATED:

Walterboro Public Safety

Bill Young
Mayor, City of Walterboro

ATTEST:

Otis L. Rhodes
Fire Chief

Sworn to and Subscribed before me
this ____ day of _____, 20 ____

Notary Public for South Carolina
My Commission expires: _____

DATED:

Edisto Beach Fire Department

Burley Lyons
Mayor, Town of Edisto Beach

Larry Waddle
Fire Chief

Sworn to and Subscribed before me
this 8th day of March, 20 12

Meagan Chaplin
Notary Public for South Carolina
My Commission expires: 07/17/2016

INTERGOVERNMENTAL AGREEMENT

RURAL INFRASTRUCTURE FUND

This Agreement (the "Agreement") is made this ____ day of _____, 2012 between the City of Walterboro, as grantee (the "Grantee"), and the South Carolina Department of Juvenile Justice, as subgrantee (the "Subgrantee").

WHEREAS, the Grantee and the Subgrantee have the authority pursuant to the South Carolina Home Rule Act to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the Grantee and the Subgrantee desire to cooperate in developing and implementing the Teen After School Center Plus (TASC Plus) program within the city limits of the Grantee (the "Project") for the period of June 1, 2012 to May 31, 2013.

NOW, THEREFORE, the Grantee and the Subgrantee hereby mutually agree as follows:

1. The Grantee shall act as the lead entity in developing and carrying out the Project.
2. In its capacity of lead entity, the Grantee has been awarded a grant in the amount of up to \$71,000 from the Rural Infrastructure Fund (RIF) (the "RIF Grant") by the South Carolina Coordinating Council for Economic Development (the "Council").
3. The Grantee shall act as the grantee of the RIF Grant and any future funds awarded by the Council in connection with the Project. The Grantee and the Subgrantee shall be fully responsible for compliance with all financial management, recordkeeping, reporting, and other administrative requirements of the RIF Grant program and with the Grant Award Agreement between the Grantee and the Council. The Grantee shall be the sole contact for the Council in connection with the RIF Grant.
4. The RIF Grant funds shall be used for the Project as described in the application submitted by the Grantee and reviewed by the Subgrantee prior to entering into this Agreement (the "Application"). The Grantee and the Subgrantee shall each provide all information and assistance in the Project as set forth in the Application.
5. Eligible costs that can be paid from the RIF Grant funds shall include only those costs expressly set forth on the budget attached hereto as Exhibit A.
6. The Subgrantee will request a drawdown of needed funds by submitting a detailed invoice and request for payment to the Grantee at least three weeks in advance of need.

7. The Subgrantee agrees that it will return to the Grantee any unexpended grant funds provided by Grantee under this Agreement.
8. The Subgrantee will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Grantee or the State to provide funds for the cost overruns.
9. Records related to the RIF Grant and all other pertinent grant records, including use and beneficiary/accomplishment data, financial records, supporting documents, and other records, shall be retained for a minimum of *three* years after final close-out of the RIF Grant. If, however, any litigation, claim or audit is started before the expiration of the *three* year period, then records must be retained for five years after the litigation, claim or audit is resolved.
10. The Subgrantee must comply with all applicable State or local procurement requirements.
11. The Subgrantee must provide a quarterly progress report in such format as may be required by the Grantee.
12. The terms of this Agreement may be modified or changed provided that the modifications or changes are in writing and agreed upon by both parties to this Agreement.
13. This Agreement shall remain in full force and effect for so long as the Grantee and the Subgrantee are pursuing RIF funds for the Project or carrying out any Project activities. Any party to this Agreement may terminate its participation in this Agreement six months after providing written notice of such termination to the other party to this Agreement unless a grant contract is in effect with the Council. In that case, the Council must approve such termination and arrangements for completing the Project.

IN WITNESS WHEREOF, the Grantee and the Subgrantee have executed this Agreement on the day first written above.

GRANTEE:

For: City of Walterboro

By:
Title:

SUBGRANTEE:

For: South Carolina Department
of Juvenile Justice
By: Randall G. Grant
Title: Deputy Director for
Administrative Services

Exhibit A

TASC Plus/JRT Annual Budget

Salary and Fringe Benefits – Training Coordinator	\$19,350
Fall and Spring Programs: 34 weeks x 20 hours/week x 18/hour	\$12,240
Summer Program: 6 weeks x 30 hours/week x \$18/hour	\$3,240
Fringe Benefits: \$15,480 x 25% (FICA, Unemployment Insurance, Workers Comp.)	\$3,870
Operating Expenses	\$5,013
Student Supplies/Curriculum @ \$20 per youth x 60 youth	\$1,200
Office Supplies @ \$50 per month x 11 months	\$550
Cell Phone: \$49 per month x 12 months (yearly contract required)	\$588
Travel (Mileage Reimbursement) \$200 per month x 10 months	\$2,000
Meals (Summer Program) @ 30 students x \$4.50/meal x 5 days	\$675
Equipment (One Time Purchase)	\$1,750
Digital Camera/Camcorder and Supplies: For Job Interview Training, Media reporting	\$300
Laptop (\$1,200) and Printer (\$250): For program records and correspondence	\$1,450
Stipends (60 youth per year)	\$34,800
Job Readiness Training	\$8,700
After School Program: Fall: 15 youth x 20 hours x \$7.25 per hour	\$2,175
Spring: 15 youth x 20 hours x \$7.25 per hour	\$2,175
Summer Program: Summer: 30 youth x 20 hours x \$7.25 per hour	\$4,350
Community Internships	\$26,100
After School Program: Fall: 15 youth x 40 hours x \$7.25 per hour	\$4,350
Spring: 15 youth x 40 hours x \$7.25 per hour	\$4,350
Summer Program: Summer: 30 youth x 80 hours x \$7.25 per hour	\$17,400
Sub-total:	\$60,913
TASC Operating Budget/Standard DJJ Funding per Site:	<u>\$10,000</u>
Total Per Site:	\$70,913

Exhibit B

TASC Plus/Job Readiness for Teens Program Description

Creation of TASC Plus

In 2011, the South Carolina Department of Juvenile Justice (DJJ) created an innovative after-school program named Teen After School Center Plus (TASC Plus) for at-risk high school students in the City of Walterboro. The program was developed in close collaboration with the South Carolina Law Enforcement Division (SLED) and the South Carolina Department of Commerce, and the City of Walterboro.

New Name: Job Readiness for Teens (JRT)

DJJ has developed a new name for “TASC Plus” that is more reflective of the program’s focus - to prepare teens for success in the workplace. The new name of the program is *Job Readiness for Teens* or JRT. The program will continue to be provided as a supplement to DJJ’s Teen After School Center (TASC) in Walterboro, but the name will change to Job Readiness for Teens (JRT) in the Summer of 2012.

Goals and Objectives

JRT will serve 60 at-risk high school students per year at each of the two sites, for a total of 120 youth to be served each year. The main goals and objectives of JRT are:

- Increase the employability of high school students served by the program by providing Job Readiness Skills Training and Community Internships.
- Improve student’s school attendance and academic performance, decrease school dropout rates, and increase the likelihood of high school completion.
- Help prevent student gang activity, delinquency, and violence.
- Reduce the recidivism rate for students served by the program that are under DJJ’s supervision.

Program Model

JRT is a job readiness skills training program for at-risk students that is currently provided as a supplement to DJJ’s TASC sites. TASC sites are daily after-school programs based in local churches, community centers, and other public buildings across the state, and are staffed by employees and volunteers with a heart for students. TASCs provide supervision, homework assistance, structured daily activities, service coordination, and resource development for at-risk students and their families. Students are referred to a TASC program by a variety of sources including the Family Court, law enforcement, local school resource officers and school staff, DJJ staff or their parents.

JRT adds a strong job readiness skills training, career exposure, and community internship/work experience component for high school students served by TASC. Students will participate in JRT for 10 weeks during the school year (Fall and Spring Programs) and 5 weeks in the summer. Each site will serve 60 students per year, which includes 15 students in the Fall Program, 15 students in the Spring Program, and 30 students in the Summer Program.

Staffing

Program staff consists of a part-time (20 hours per week) JRT Training Coordinator at each site. The Training Coordinators are responsible for the following: enrolling students into JRT; providing the Job Readiness Skills Training; recruiting businesses to serve as internship sites; arranging and supervising the community internships; scheduling guest speakers to share information and insights with students about their careers; scheduling college representatives to inform students of college opportunities and the application process; community service projects; and maintaining and reporting data on the students served by the program.

Job Readiness Skills Training

Students enrolled in JRT will receive 20 hours of Job Readiness Skills training, for which they can earn a stipend of \$7.25 per hour for successful attendance and participation. The curriculum for the training was developed through the University of Missouri and is entitled *Tackling the Tough Skills*. It has been researched and proven effective with at-risk youth and has been certified for use by Workforce Investment Act (WIA) training programs in Missouri.

Students will complete a pre- and post-test to measure the knowledge and skills gained through the training. Special speakers will be invited to speak to students at least once every two weeks to share their specific careers and how the skills being taught are critical for success in the workplace. Specific skills taught in the curriculum include:

- Attitude
- Responsibility
- Communication
- Problem solving
- Career Planning
- Job Search Skills
- Interviewing
- Anger management
- Conflict resolution
- Critical thinking
- Self-esteem
- Teamwork
- Dealing with stress

Community Internships/Work Experiences

While the Job Readiness Training and other activities provide students with the skills needed for success in the workplace, one of the most powerful learning experiences for JRT students is their community internships. Each JRT student will have the opportunity to complete a community internship in a community business where they will earn a stipend of \$7.25 per hour while gaining invaluable “real life” work experience.

Students the Fall and Spring Programs will have the opportunity to complete a 40 hour internship, while students in the Summer Program can complete an 80 hour internship. For many of the students, their internship will represent their first “real job” and will help provide them with the knowledge, skills, and confidence needed to secure their own employment after graduating from the program.

The Coordinators will provide the following services in support of the student internships: recruit local businesses to offer internship opportunities; provide an orientation to the businesses/individuals that will supervise the student internships; visit each student at their internship site at least once every two weeks. The Coordinators will also be available on an “on call” basis to respond to any problems or concerns of students or employers at the internships.

Fall and Spring Programs

The JRT Fall and Spring Programs will operate after school and will each serve 15 high school students per site. The 10 week programs will include 20 hours of Job Readiness Skills training, for which students can earn a stipend of \$7.25 per hour for successful attendance and participation in the training. Students will attend the program three days per week after school for the first four weeks of the program, where they will complete the first 14 hours of training, and then once per week for the final six weeks of the program where they will complete their final six hours of training.

After successfully completing the first four weeks of training, students will begin working at their 40 hour community internships where they will earn \$7.25 per hour for each hour of internship experience completed. It is expected that students will work at their internships two days per week for approximately three to four hours per day over the six week period. The JRT Coordinator will visit students at their internships at least once every two weeks to assess their progress, provide support and encouragement, and to help the students and/or employers resolve any problems that may arise.

During the final six weeks of the Fall and Spring Programs, students attend the program one day per week. During these sessions, students will complete their final six hours (one hour per week) of Job Readiness Skills training, earning \$7.25 per hour for each hour of training successfully completed. The six weekly sessions also provide a forum for students to share their internship experiences, receive support and encouragement from the other students and staff, be exposed to additional careers, and learn about college and technical school opportunities and the application process.

Summer Program

The JRT Summer Program serves up to 30 high school students per site and operates for five weeks, beginning in June and ending in July. The Summer Program begins with five days (20 hours) of Job Readiness Skills training for which students can earn a stipend of \$7.25 per hour for successful attendance and participation. After successfully completing the training, students begin an 80 hour community internship where they will earn a stipend of \$7.25 per hour while gaining invaluable “real life” work experience. Students will be scheduled for approximately 20 hours a week over a four week period to complete their 80 internship hours.

As in the afterschool program, the JRT Coordinator will recruit local businesses to offer internship opportunities and provide an internship orientation to the businesses/individuals that will supervise the student internships. In the Summer Program, however, the Coordinator will visit each student at their internship site on a weekly basis to assess their progress, provide support and encouragement, and help the student and/or employer resolve any problems they may be experiencing.

Data Collection and Program Evaluation

A comprehensive database and evaluation plan for JRT has been developed by DJJ's Research and Statistics staff. Coordinators at each program site will be trained to enter program information on the database and submit monthly progress reports to the JRT Project Director. The Project Director will then complete Progress Reports for each program phase completed (Summer, Fall, and Spring) and work collaboratively with DJJ's Office of Research and Statistics to complete a year-end evaluation of the program's performance.

The progress reports and the evaluation of the program's performance will be submitted to the Department of Commerce and collaborative partners. Data collected and reported will include the following:

1. Demographics on students served by the program
2. Number of hours and types of training provided to JRT students
3. Job Readiness Skills Training Pre and Post Test Scores
4. Outcome data for TASC Program participants collected at one year after program completion that will include the following measures:
 - School attendance, school behavior, academic performance
 - Diploma/GED completion
 - Attainment of part-time or full time employment
 - Enrollment in college, military, or job training program
 - Any new referrals to DJJ

Nikki R. Haley
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

March 7, 2012

The Honorable Bill Young
Mayor
City of Walterboro
Post Office Box 709
Walterboro, SC 29488-0008

RE: Grant #RIF10150252 - City of Walterboro

Dear Mayor Young:

The Coordinating Council for Economic Development met on March 7, 2012, and reviewed the request for an additional \$70,000 in funding for the above referenced project. The Council voted to approve the increase, and the total funding amount is now \$141,000. Please note that any cost overruns above the amount will be the responsibility of the City of Walterboro.

Enclosed for signature are two copies of an addendum to the original contract between the South Carolina Coordinating Council for Economic Development and the City of Walterboro. Please note, the addendum must be signed by an official with legal authority to execute the agreement for the Grantee (the City of Walterboro) as well as an official witness (Council Member or the Attorney representing the City of Walterboro). Please return one signed copy to the Coordinating Council within fourteen (14) days.

The executed addendum will be attached to and become part of the original contract for the above referenced project. Please attach the addendum to your copy of the Grant Award Agreement and maintain it in your project file.

On behalf of the Coordinating Council, we look forward to working with the City of Walterboro to ensure the successful completion of this project. If you have any questions, please do not hesitate to contact Jackie Calvi or myself.

Sincerely,

Alan D. Young
Executive Director
Coordinating Council for Economic Development

cc: Maceo Nance

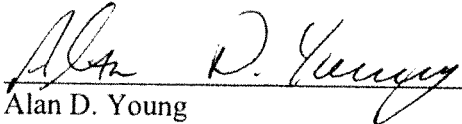
Enclosures

ADDENDUM TO ORIGINAL CONTRACT
COMMUNITY SAFETY INITIATIVE ~ #RIF10150252
CITY OF WALTERBORO

ORIGINAL CONTRACT AMOUNT \$71,000
APPROVED 12-2-10

ADDITIONAL FUNDING \$70,000
APPROVED 3-7-12
Funds will be used to continue the TASC+ Program

REVISED TOTAL CONTRACT AMOUNT \$141,000



Alan D. Young
Coordinating Council for Economic Development

Date

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

ATTEST:

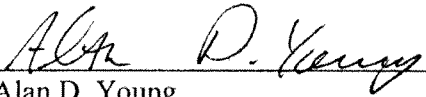
Signature of Elected City Official, as appropriate

ADDENDUM TO ORIGINAL CONTRACT
COMMUNITY SAFETY INITIATIVE ~ #RIF10150252
CITY OF WALTERBORO

ORIGINAL CONTRACT AMOUNT \$71,000
APPROVED 12-2-10

ADDITIONAL FUNDING \$70,000
APPROVED 3-7-12
Funds will be used to continue the TASC+ Program

REVISED TOTAL CONTRACT AMOUNT \$141,000



Alan D. Young
Coordinating Council for Economic Development

Date

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

ATTEST:

Signature of Elected City Official, as appropriate

SCDOT USE ONLY

Start Date _____

Completion Date _____

Project No.

General Ledger: 2220

Activity Code:

Objective Code:

PIN:

CFDA No. 20.205

Highway Planning & Construction

AGREEMENT BETWEEN
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF WALTERBORO

THIS AGREEMENT, is made this _____ day of _____, 20____, by and between the City of Walterboro, hereinafter referred to as the PARTICIPANT, and the South Carolina Department of Transportation, hereinafter referred to as the DEPARTMENT.

WITNESSETH THAT:

WHEREAS, the PARTICIPANT desires assistance from the DEPARTMENT in the design, right of way and construction of intersection improvements and streetscape enhancements of South Jefferies Boulevard and Washington Street and intersection improvements at Green Pond Highway intersection in Colleton County; and

WHEREAS, the DEPARTMENT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the PARTICIPANT is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the PARTICIPANT's functions covered under this Agreement; and

WHEREAS, the PARTICIPANT and the DEPARTMENT have agreed to work together with the hereinafter described project.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the DEPARTMENT and the PARTICIPANT do hereby agree as follows:

I. PROJECT DESCRIPTION:

The project, which is the subject of this Agreement, consists of the design, any necessary right of way acquisitions and construction, to the DEPARTMENT and Federal standards, of intersection improvements and streetscape enhancements of South Jefferies Boulevard and Washington Street and intersection improvements at Green Pond Highway intersection in Colleton County, South Carolina.

The project is divided into three (3) parts; the first part is the design of the project, the second part is the acquisition of right of way necessary for the project, the third part is the construction of the project. The three (3) parts are defined as follows:

Part 1 Design:

Includes all preliminary engineering, location approval, environmental assessments and documents, hydrology studies, floodway studies, NPDES studies, right of way and construction plans, traffic control and staging plans, utility coordination, utility relocation agreements and any and all other associated tasks as necessary to prepare acceptable plans. Prepare applications for all applicable permits and provide coordination with appropriate agencies until proper signatory approval has been obtained.

Part 2 Right of Way Acquisition:

Includes all right of way acquisition services performed in accordance with Federal and DEPARTMENT guidelines, rules, regulations, policies, and procedures relative to the acquisition of right of way.

Part 3 Construction:

Includes bidding and letting of a construction contract, the actual construction performance, construction engineering, construction inspection, sampling and testing of materials, and other associated tasks as necessary.

The term PROJECT is intended to refer to the above three Parts collectively unless indicated otherwise.

EXHIBIT A (attached hereto and specifically made a part of this Agreement) represents additional PROJECT details and a map depicting the PROJECT area.

II. SCHEDULE:

The effective date of this Agreement is the date of execution by the Parties hereto. The PARTICIPANT shall begin work upon receipt of the DEPARTMENT's written notice to proceed.

No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

The PARTICIPANT anticipates to complete the PROJECT within 12 months of the DEPARTMENT's written notice to proceed.

The PARTICIPANT, by the DEPARTMENT letter dated October 7, 2011, was notified that the PARTICIPANT had been found to be qualified to administer and manage the PROJECT subject to certain conditions. This qualification letter is attached as EXHIBIT B and specifically made a part hereof. The PARTICIPANT agrees to prosecute the PROJECT work continuously and diligently from the date of the DEPARTMENT's written notice to proceed. The PARTICIPANT agrees to follow and accomplish all the milestones and approvals identified in the DEPARTMENT's "Procedures for Local Public Agency Project Administration", located on the DEPARTMENT website at www.scdot.org/doing/lpa.shtml. Should the PARTICIPANT be unable to complete the PROJECT within the above period, the PARTICIPANT shall notify the DEPARTMENT in writing as to the reason for the delay, attach a revised project schedule, and request a revised completion date. The DEPARTMENT may, at its sole discretion, approve or deny any request for a time extension. Substantial failure to meet the stated schedule may result in termination of this Agreement as stated under Section IX. GENERAL, letter "q" to this Agreement.

III. THE DEPARTMENT WILL:

a. Provide the DEPARTMENT's maximum cost for the PROJECT as more specifically set out below under Section VIII. FUNDING of this Agreement.

b. Identify a DEPARTMENT employee, as considered by the DEPARTMENT to be appropriate, to serve as the DEPARTMENT's Contact for the PARTICIPANT.

c. Have the right to conduct independent testing of all workmanship and materials to verify PARTICIPANT results.

d. Perform all required services in accordance with the DEPARTMENT guidelines considered appropriate by the DEPARTMENT.

e. Accept responsibility for normal DEPARTMENT maintenance as defined by the DEPARTMENT on the DEPARTMENT right of way in accordance with the DEPARTMENT policies and procedures after construction of the PROJECT is completed and accepted by the DEPARTMENT.

f. To the extent permitted by existing South Carolina law, the DEPARTMENT hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the DEPARTMENT's part, or the part of any employee of the DEPARTMENT in performance of the work undertaken under this Agreement.

IV. PARTICIPANT WILL:

a. Provide the PARTICIPANT's cost share for this PROJECT as more specifically defined under Section VIII. FUNDING.

b. Comply with the Administrative procedures stated in "Procedures for Local Public Agency Project Administration", found on the DEPARTMENT website at www.scdot.org/doing/lpa.shtml.

c. Perform by force account, consultant or contractor, approved by the Parties hereto, all design, right of way acquisition, construction and other services required for the PROJECT.

d. Be responsible for the physical location and establishment of grades and alignment for the PROJECT subject to written approval by the DEPARTMENT.

e. Perform all services using design standards in compliance with the SCDOT Highway design Manual primarily, and supplemented with 2004 AASHTO "green book"; AASHTO's "A Policy on Geometric Design of Highways and Streets", 2001 edition; AASHTO's "Roadside Design Guide", 2002 edition with chapter 6 update; SCDOT Standard Drawings, latest edition; SCDOT Engineering Directives; SCDOT Plan Preparation Guide;

SCDOT Instructional Bulletins; SCDOT Requirements for Hydraulic Design Studies; SCDOT Standard Specifications for Highway Construction, 2007 edition; “Bridge Design Drawings and Details” as published by the SCDOT; AASHTO’s “Standard Specifications for Highway Bridges”, latest edition; AASHTO’s “LRFD Bridge Design Specification”, latest edition; AASHTO’s “Standard Specifications for Transportation Materials”, latest edition; ACI 318 Building Code and Commentary; International Building Code; ASCE’s “Minimum Design Loads for Buildings and Other Structures”, latest edition; SCDOT Seismic Design Specifications for Highway Bridges, 2001 including 2002 interim revisions; “Manual on Uniform Traffic Control Devices” 2003 edition; and the “Highway Capacity Manual”, latest edition. Also, pedestrian projects must comply with the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) and AASHTO’s “Guide for Planning, Design, and Operation of Pedestrian Facilities” 2004 edition. Bicycle projects must comply with the AASHTO “Guide for the Development of Bicycle Facilities” 1999 edition. Projects involving mast arms must comply with DEPARTMENT Engineering Directive Memorandum 33 and SCDOT Traffic Signal Design Guidelines. Landscaping projects must comply with the DEPARTMENT handout titled “Access and Roadside Management Manual”, and any modifications which may be recommended and approved by the DEPARTMENT and if applicable the Federal Highway Administration.

f. Perform all surveys and sub-surface foundation investigation necessary for the PROJECT. This includes, but is not limited to, geotechnical investigations, wetland delineation, subsurface utility exploration and other utility location work.

g. Prepare the application for all necessary permits, Federal, State and local for the PROJECT. This includes, but is not limited to, the environmental permits, construction permits, building permits, NPDES permits and any necessary permit revisions. Meet with representatives of the DEPARTMENT’s Environmental Management Office and the DEPARTMENT’s Program Manager prior to commencement of environmental permit activities. Prepare and submit a jurisdictional determination and permit application package for the PROJECT, as may be required by the regulatory agencies in accordance with the DEPARTMENT’s Consultant Draft Scope dated 6/14/05 as may be necessary to design the PROJECT to construction ready

standards. Prepare and submit for approval a CLOMAR and LOMAR if necessary to FEMA and any other agency as required.

h. Meet with representatives of the DEPARTMENT's Environmental Management Office prior to commencement of environmental document activities. Use appropriate document template provided by the DEPARTMENT. Prepare all necessary environmental studies, documents and location and design study reports as may be necessary for the PROJECT and submit to the DEPARTMENT for necessary approvals.

i. Give legal notice of, advertise for, and conduct any and all public hearing or public information meetings considered to be necessary for the PROJECT.

j. Establish a community relations plan for the PROJECT that at a minimum includes public notification of planned work, procedures for responding to public inquiries and concerns, and training for all employees for contractor and subcontractors who will be working within the DEPARTMENT right of way. The focus of the training will be to increase the awareness of each employee regarding their role in representing the DEPARTMENT, and the PARTICIPANT, and the contractor to the public, the community and individual residents, and businesses.

k. Be responsible for the preparation of preliminary, right-of-way and construction plans, special provisions and specification, such being subject to the written approval of the DEPARTMENT and if required by the DEPARTMENT, the Federal Highway Administration.

l. Be responsible for all traffic control necessary for the PROJECT.

m. Arrange with applicable utility companies to make any necessary changes in their facilities when such would be affected by the construction of the PROJECT or interfere therewith.

n. Secure through competitive negotiation the services of any design, right of way or construction engineering consultant or contractor required for the PROJECT as outlined in Section V. PROCUREMENT REQUIREMENTS.

o. Agree that all consultants and subconsultants will comply with the DEPARTMENT's Procurement Policy Memorandum (dated February 2, 2011) Implementing

FHWA Order 4470.1A, dated October 27, 2010. This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with the DEPARTMENT.

- p. Use a consultant agreement which follows the format of the DEPARTMENT's standard consultant agreement included herein as EXHIBIT C and specifically made a part hereof.
- q. Notify the DEPARTMENT of all meetings relating to the securing of any consultant and/or contractor. All selection meetings will be documented in writing and documentation will be available for inspection by the DEPARTMENT, agencies of the State of South Carolina and the Federal Government.
- r. Receive written DEPARTMENT approval prior to entering into any consultant agreement and/or construction contract.
- s. Receive written approval from the DEPARTMENT prior to beginning any individual Part or phase of work, to ensure that the project remains eligible for reimbursement.
- t. Secure from the DEPARTMENT an encroachment permit prior to beginning any PROJECT work on the DEPARTMENT right of way.
- u. Secure all right of way in accordance with appropriate Federal Highway Administration and the DEPARTMENT procedures. Right of way procedures are outlined in Section VI. ACQUISITION to this Agreement.
- v. Furnish sets of the preliminary design, right of way, construction plans, specifications and special provisions and displays from any public meeting for the PROJECT to the DEPARTMENT upon request. Furnish the DEPARTMENT one CD containing the final electronic design files for the PROJECT and any revisions issued after bids have been received.
- w. All plans shall be prepared according to format acceptable to the DEPARTMENT.
- x. Submit to the DEPARTMENT for review and written approval all plans, agreements, contracts, and other data prepared under the terms of this Agreement prior to authorizing and approving any work.

y. Secure written concurrence from the DEPARTMENT to award the construction contract after advertisement and receipt of bids.

z. Perform independently of the contractor quality assurance for all construction engineering and inspection (CE&I) related to the PROJECT as described in the DEPARTMENT's Construction Manual and the DEPARTMENT's Standard Specifications for Highway Construction. Any inspectors to be used on this PROJECT must be certified and approved by the DEPARTMENT.

aa. Be responsible for the checking and approving of all shop plans and drawings necessary for the PROJECT.

bb. Include the DEPARTMENT in all inspections resulting in the acceptance of PROJECT work.

cc. Arrange for and conduct a final inspection for the completed PROJECT with the DEPARTMENT to determine whether all work has been performed in accordance with contractual requirements and secure written concurrence from the DEPARTMENT prior to notifying the contractor of the acceptance of the PROJECT.

dd. Upon completion and acceptance of all work provided under the terms of the contract, obtain written affidavits from the contractor to the effect that all claims arising by virtue of the contract have been paid in full with any exceptions listed on the affidavits. One copy of each such affidavit will be furnished to the DEPARTMENT by the PARTICIPANT.

ee. Prepare or have prepared the final as-built construction plans and final quantities for the project and furnish one set of such to the DEPARTMENT upon request.

ff. Accept responsibility for maintenance of improvements and enhancements on the PARTICIPANT's and the DEPARTMENT's right of way, excluding the maintenance responsibilities assigned to the DEPARTMENT under Section III. THE DEPARTMENT WILL: letter "e" to this Agreement after the PROJECT is completed and approved.

gg. The PARTICIPANT acknowledges the DEPARTMENT's resurfacing program does not account for the costs of protecting and/or replacement of enhancements. The above costs are the sole responsibility of the PARTICIPANT. The DEPARTMENT will notify the

PARTICIPANT prior to resurfacing and provide a time period for the PARTICIPANT to provide the additional funding for one of the following:

- a. The additional cost to protect the enhancement.
- b. The cost for the DEPARTMENT to replace the enhancement after milling and resurfacing.

Failure of the PARTICIPANT to provide the additional funding within the time period specified by the DEPARTMENT will result in the DEPARTMENT's milling and resurfacing the enhancement. The PARTICIPANT may replace the enhancement at the PARTICIPANT's expense after resurfacing by encroachment permit.

hh. Perform all PROJECT services in accordance with all laws and regulations, both Federal and State, following the guidelines as established by the DEPARTMENT and other State and Federal guidelines considered by the DEPARTMENT to be appropriate, including compliance with applicable sections of the DEPARTMENT/ Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN dated November 2007 and any revisions, addendum, or other modifications thereto (included herein by reference), located on the DEPARTMENT's website at www.scdot.org/doing/stewardship.shtml.

ii. Provide to the DEPARTMENT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished or obtained by or for the PARTICIPANT or its agent for the PROJECT.

jj. Retain all records dealing with this PROJECT for three (3) years after completion and acceptance of PROJECT and final audit, and such records will be made available to the DEPARTMENT or DEPARTMENT representative for audit and review upon request.

kk. Provide to the DEPARTMENT a quarterly status report for the PROJECT. EXHIBIT D attached hereto and specifically made a part of this Agreement, represents an acceptable format.

ll. Include as an attachment to the PARTICIPANT's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement.

mm. Comply with the audit requirements of 49 CFR Part 18.26 (Non-Federal Audits) for state and local governments, or 49 CFR 19.26 for institutions of higher education, hospitals, and other non-profit organizations. Participants exempt from the Single Audit Act requirements, as discussed in 49 CFR 18.26 and 19.26, but obligated by other funding source requirements to obtain an annual financial statement audit are to submit a copy of the audit to the DEPARTMENT's Office of Contract Assurance within the earlier of 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period. Note that other funding source requirements include South Carolina Code of Law, sections 4-9-150 (counties), 5-7-240 (cities) and 6-7-170 (special purpose districts and other political subdivisions –i.e. COG). All audits must be performed in accordance with Generally Accepted Government Audit Standards (GAGAS). Audit documentation submitted shall include: a copy of the audited financial statements; a copy of the management letter issued by the Certified Public Accountant (CPA) in conjunction with the audit report, when applicable; a copy of management's comments on all findings, recommendations, and questioned costs contained in the audit report and management letter, including detailed corrective action plan(s). Submit required documents to: SCDOT, Office of Contract Assurance – Attn. Sub-recipient Monitoring, Room 108, PO Box 191, Columbia, SC 29201. Electronic copies may be submitted to stonesv@scdot.org.

nn. To the extent permitted by existing South Carolina Law, the PARTICIPANT hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the PARTICIPANT's part, or the part of any employee or agent of the PARTICIPANT in performance of the work undertaken under this Agreement.

V. PROCUREMENT REQUIREMENTS:

The PARTICIPANT shall procure all goods and services necessary for the PROJECT in accordance with the following requirements:

a. Contracts for goods and services (including all consultants and contractors) must be procured in accordance with one of the following:

(1) the South Carolina Consolidated Procurement Code (S.C. Code Section 11-35-10, et seq.) and the regulations promulgated pursuant thereto; or

(2) the PARTICIPANT's own procurement procedures, provided they have been properly adopted and are substantially in accordance with the Model Procurement Ordinance proposed by the Budget and Control Board pursuant to S.C. Code Section 11-35-50.

b. Regardless of which of the above procedures are followed, the PARTICIPANT must receive prior written approval (through the DEPARTMENT's assigned Contact Person) from the DEPARTMENT's Deputy Secretary to use either of the following project delivery methods:

(1) design/build, or

(2) a method where the same contractor or consultant is performing both management and construction services.

c. All procurements that require advertising shall be advertised in South Carolina Business Opportunities (SCBO) published by the Materials Management Office of the State Budget and Control Board in addition to any other publication in which the PARTICIPANT deems it appropriate to advertise.

d. At the completion of the PROJECT, the PARTICIPANT shall complete and submit to the Department the Certification of Procurement attached hereto and made a part hereof as EXHIBIT E, certifying that all the above PROCUREMENT REQUIREMENTS have been met for the PROJECT and providing a list of all consultants, contractors and vendors used on the PROJECT, and the total dollar value paid to each.

VI. ACQUISITION:

Property acquired for the PROJECT will be acquired in accordance with all laws and regulations, both Federal and State, following the guidelines as established by the DEPARTMENT and other State and Federal guidelines considered by the DEPARTMENT to be appropriate. Prior to acquisition the PARTICIPANT shall contact the DEPARTMENT's Local Public Agency Administration (LPAA) office for instructions.

VII. HISTORIC SIGNIFICANCE:

Projects found eligible for transportation funding due to one or more historic elements as provided in federal legislation: Acquisition of scenic easements and scenic or historic sites; Historic preservation; Rehabilitation and operation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals), or; Archaeological planning and research shall require the PARTICIPANT to develop the PROJECT in agreement with the State Historic Preservation Officer (SHPO) regarding the eligibility of the historic elements of the PROJECT and regarding the PROJECT's beneficial effect on those elements. The PROJECT plans and any revisions thereto that would relate to the historic elements of such a project must be reviewed by the DEPARTMENT's Environmental Section for coordination with the SHPO prior to approval.

This Agreement, including any conditions and approved changes, shall be made part of the construction contract and will be strictly enforced.

VIII. FUNDING:

a. The PARTICIPANT estimates the total cost for the construction phase of the PROJECT to be \$707,109.50.

b. The Department will contribute funds towards the construction phase of the PROJECT in a maximum amount not to exceed \$400,000.00 as authorized by the Highway Commission on January 20, 2011, for use of enhancement funds.

c. The PARTICIPANT is responsible for 100% of the cost of the PROJECT excluding the DEPARTMENT's maximum funding as identified in "b" directly above.

d. No work/services performed prior to the complete execution of this Agreement and written notice to proceed will be eligible for funding.

e. The DEPARTMENT will make payment to the PARTICIPANT for all eligible reasonable costs incurred by the PARTICIPANT, up to the DEPARTMENT's maximum funding for the PROJECT based on a valid invoice submitted by the PARTICIPANT to the DEPARTMENT. A valid invoice is considered an invoice from the PARTICIPANT to the DEPARTMENT and supported by suppliers' invoices and the PARTICIPANT's financial

records. Such invoices will be certified as true and correct by the PARTICIPANT and submitted to the DEPARTMENT not more often than monthly. EXHIBIT F, attached hereto and specifically made a part of this Agreement, represents an acceptable invoice form.

f. Based on the current estimated cost for the construction phase of the Project of \$707,109.50 and the DEPARTMENTS maximum funding of \$400,000.00, the reimbursement rate will be 60% of each invoice. However, the reimbursement rate will be adjusted if the estimated or actual costs of the PROJECT changes, not to exceed the maximum reimbursement rate of 80%.

g. The PARTICIPANT is responsible for refunding to the DEPARTMENT any funding provided to the PARTICIPANT by the DEPARTMENT for work and services performed by or for the PARTICIPANT which are determined not to be in compliance with the terms and conditions of this Agreement.

h. The PROJECT represents Phase 1B of the multi-phase I-95 Business Loop Streetscape Corridor Enhancements Project (I-95 Business Loop). The PARTICIPANT shall procure with funds other than the funding provided by the DEPARTMENT herein or any other federal funding, a consultant to provide engineering services necessary for the PROJECT and subsequent phases of the I-95 Business Loop. The PARTICIPANT may, as funding becomes available to construct subsequent phases, provide the Plans, Specifications, and Estimates package (PS&E) prepared by the consultant as an in-kind match for said phases. To be eligible for in-kind match services, the consultant selection must be approved by the DEPARTMENT. The PS&E package must be reviewed by the DEPARTMENT for approval prior to its acceptance as an in-kind match. The value of the PS&E packages shall be determined by the cost associated with developing the package and must be submitted to the DEPARTMENT for review and approval.

IX. GENERAL:

a. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of the DEPARTMENT's Deputy Secretary in

the matter shall be final and conclusive for both Parties, subject to appeal to the South Carolina Circuit Court of Jurisdiction within ninety (90) days of PROJECT completion.

b. The Parties hereto agree that no part, portion or phase of the PROJECT will be authorized until the specific scope of services is agreed to in writing by the Parties hereto and all funding necessary for that part, portion or phase has been accounted for and obligated by the appropriate Party hereto.

c. The DEPARTMENT shall have the right to accept or reject proposed consultants and/or contractors in accordance with the DEPARTMENT procedures.

d. The Parties hereto agree to participate in public hearings or meetings in an effort to communicate the PROJECT to the community or communities in which the PROJECT is located. The Parties hereto, including their employees and agents, further agree to maintain good relationships with the residents, businesses, and the community as a whole during all parts and phases of the PROJECT.

e. The Parties hereto agree to conform to all DEPARTMENT, State, Federal and local laws, rules, regulations and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.

f. The DEPARTMENT shall have the right to make on site inspections during the progress of the PROJECT.

g. The Parties agree to conduct a final inspection of the completed PROJECT prior to acceptance of the work. The inspection will be arranged by the PARTICIPANT and the DEPARTMENT shall have the right to accept or reject the PROJECT in accordance with DEPARTMENT procedures.

h. The DEPARTMENT's examination and approval of encroachment permits, plans, specifications, drawings, maps and other work prepared or performed by the PARTICIPANT and PARTICIPANT's agent for the PROJECT does not in any manner shift responsibility to the DEPARTMENT and DEPARTMENT officers or employees.

i. Pursuant to SC Code 57-5-820, if applicable, the PARTICIPANT does hereby consent to the construction of the PROJECT within corporate limits. The forgoing consent shall be the sole approval necessary for the DEPARTMENT to complete the PROJECT as described in this Agreement, and constitutes a waiver of any and all other requirements with regard to the construction within the PARTICIPANT's corporate limits.

j. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed or withheld.

k. Each Party hereto shall assume their appropriate maintenance responsibility for the completed and accepted PROJECT.

l. The PARTICIPANT and its agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. The PARTICIPANT and its agents shall carry out applicable requirements of 49 CFR Part 26 in the administration of this Agreement.

m. By execution of this Agreement the PARTICIPANT does hereby agree:

1. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
2. to provide the DEPARTMENT with any documents required to establish such compliance upon request; and
3. to register and participate and require agreements from sub-contractors and sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

n. By execution of this Agreement the PARTICIPANT certifies the PARTICIPANT and all of the PARTICIPANT's consultants, sub-consultants, contractors, employees and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

o. By execution of this Agreement, the PARTICIPANT certifies the PARTICIPANT and all of the PARTICIPANT's consultants, sub-consultants, contractors, employees and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725.

p. Part 18, Title 49 of the Code of Federal Regulations (49CFR18) paragraph (i) contains provisions which the PARTICIPANT must comply. Special attention is given to the following:

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. Compliance with the Copeland "AntiKickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
3. Compliance with the Davis Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Regulations (29 CFR Part 5).
4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
5. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
7. Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.
8. Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Part 23 impose requirements for the participation of disadvantaged business enterprises.

q. The PARTICIPANT, or its authorized agent, shall agree to hold consultations with the DEPARTMENT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.

r. This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault of the terminating Party in accordance with the terms herein. The Party so notified shall immediately stop work on the PROJECT. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each Party to this Agreement is obligated on a quantum meruit basis.

X. SUCCESSORS AND ASSIGNS:

The DEPARTMENT and the PARTICIPANT each binds himself, his successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

XI. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated.

Signed, sealed and executed for the PARTICIPANT.

CITY OF WALTERBORO

WITNESS:

By: _____

Title: _____

Fed. ID#: 57-6001119

Signed, sealed and executed for the DEPARTMENT

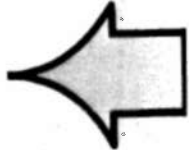
SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

WITNESS:

By: _____
Deputy Secretary

RECOMMENDED:

Title: _____



W

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Deputy Secretary of the Department of Transportation of the State of South Carolina and the PARTICIPANT or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

DEPARTMENT Signature

NOTICE

The PARTICIPANT has agreed to comply with the DEPARTMENT's "Procedures for Local Public Agency Project Administration" and has certified compliance with 635.105 of Title 23 CFR and the DEPARTMENT has relied upon this compliance and certification. Failure to comply will result in termination and/or refunding as stated within this Agreement.

CERTIFICATION OF PARTICIPANT

I hereby certify that I am the _____ and duly authorized representative of the PARTICIPANT, whose address is _____, South Carolina, and that neither I nor the above PARTICIPANT I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above PARTICIPANT) to solicit or secure this Agreement,
- (b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above PARTICIPANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as herein expressly stated (if any):

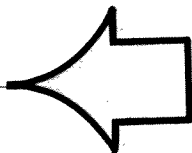
In accordance with Section 635.105 of Title 23 CFR, I further certify that any work stipulated in this Agreement to be performed for or by the PARTICIPANT can be more advantageously performed by said PARTICIPANT and that said **PARTICIPANT is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this Agreement.**

I further certify the PARTICIPANT's current/continuing compliance with the DEPARTMENT's "Procedures for Local Public Agency Project Administration" for this and other DEPARTMENT funded projects.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

PARTICIPANT Signature



Certification for Grants, Loans, and Cooperative Agreements

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 Federal 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 Federal 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such 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.

DATE

DEPARTMENT SIGNATURE

DATE

PARTICIPANT SIGNATURE

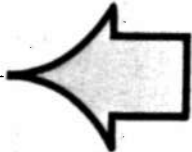


EXHIBIT A

**PROJECT DETAILS
AND
PROJECT AREA MAP**

(see Attached)



Programmed as a Local Public Agency Administered Project

Contract Area: _____

County: Colleton

Local Public Agency: City of Walterboro

Contact Person / Title: Jeffrey V. Lord, City Manager

cc: Local Public Agency Administration Office

Environmental Engineer: R. Williamson

RPG Engineer: M. Lifsey (Lowcountry)

DEA: R. Clark (District 6)

State Utilities Engineer: M. Attaway

LPA Project Planning Report

NOTE TO LPA: LPA must include a list of Field Review Attendees and a Field Review Summary with the submittal of this form.

IMPROVEMENT TYPE:

Landscaping and other scenic beautification (streetscaping), facilities for bicyclists, facilities for pedestrians.

PROJECT LOCATION:

South Jefferies Blvd. intersection enhancements at Washington St. & Green Pond Hwy

DESCRIPTION OF PROPOSED ACTION:

East arm traffic lights and streetscape enhancements of S. Jefferies Blvd. & Washington St. and east arm traffic lights at Green Pond Hwy intersection

PROJECT LENGTH:

12 Months

PURPOSE OF PROJECT:

The City of Walterboro has identified a 6 mile transportation corridor (Hwys 63 & 64, from I-95 exit 53 to exit 57), known as the "I-95 Business Loop Streetscape Corridor" as a major gateway and economic growth corridor. As an implementation strategy of the City's Comprehensive Master Plan, the City has undergone a conceptual master plan study of the corridor, including a series of public input meetings and hiring a consultant team for enhancement recommendations. Through public input and conceptual design, the Streetscape Corridor recommendations identify the need to unify the corridor, through streetscape elements like, landscaping, median enhancements, gateway signage/wayfinding and decorative street lighting. In addition, concerns about safety and lack of non-motorized transportation access is addressed through pedestrian enhancements, bicycling accommodations, lighted intersections, access management, land use zoning regulations and traffic calming opportunities.

CHARACTERISTICS:

Contract Management by: City of Walterboro

Environmental Document Requested: ☐ EA

☐ CE-C

☐ CE-B

☒ CE-A

Public Hearing Required: ☐ Yes

☒ No

Right of Way Required: ☐ Yes

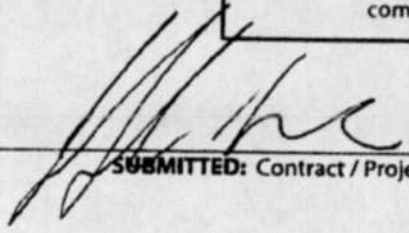
☒ No

Right of Way Certification required for all projects.

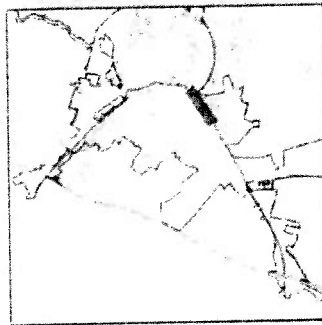
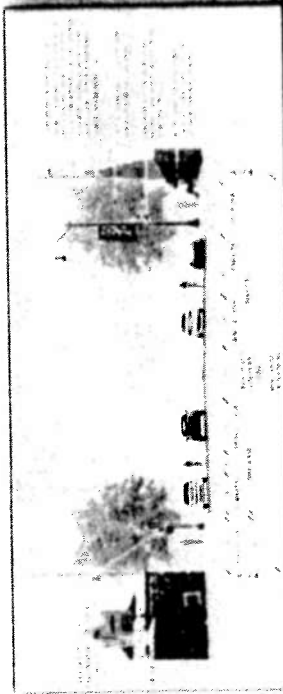
REQUIREMENTS TO BE MET:**Cost Estimate Breakdown**

Enhancement	\$378,495.00
Road Work	\$145,290.00
10% Contingency	\$52,378.50
15% E & C	\$78,568.00
PE	\$52,378.00
Right of Way	\$0.00
TOTAL	\$707,109.50

COST	
Permits	
Traffic Data	
Right of Way	
Detour	
Utilities *	
* NOTE TO STATE UTILITIES ENGINEER: Please notify potentially affected utility companies, through District Utility Coordinators, of this project. *	

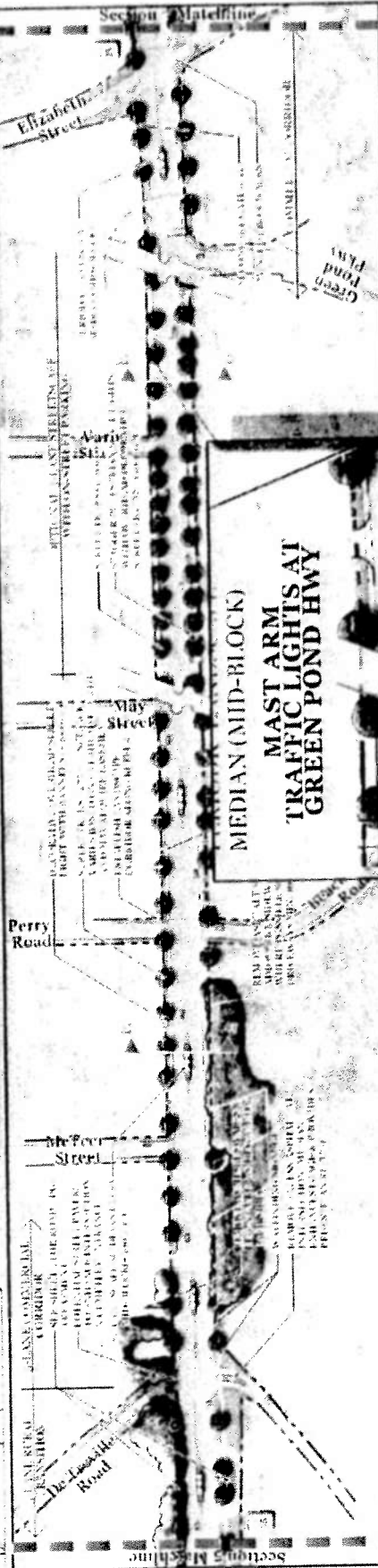

SUBMITTED: Contract / Project Manager12/1/11
Date

City of Walterboro
South Carolina
**CONCEPTUAL
 RECOMMENDATIONS PLAN
 I-95 BUSINESS LOOP
 Streetscape Corridor**
 September 21, 2010
 Section 6 of 12



PROPOSED ROAD SECTION 2-MILE

PROPOSED ROAD SECTION 2-MILE



**MAST ARM
 TRAFFIC LIGHTS AT
 GREEN POND HWY**

MEDIAN (MID-BLOCK)

S. JEFFERIES BLVD. (Hwy 63, Suburban Development)



PROPOSED ROAD SECTION 2-MILE

Mileage

NOTES: PLANTING RECOMMENDATIONS ARE BASED ON CURRENTLY AVAILABLE INFORMATION AND ARE SUBJECT TO CHANGE. PLANTING RECOMMENDATIONS ARE BASED ON CURRENTLY AVAILABLE INFORMATION AND ARE SUBJECT TO CHANGE.

Wood-Parkland Inc. WPI

logob
 BP Barber

0 100 200 300 400

Scale: 1" = 100'



September 21, 2010
Section 7 of 12

PROPOSED ROAD SECTION "A-A"

**WASHINGTON STREET &
SOUTH JEFFERIES BLVD
INTERSECTION ENHANCEMENTS**

MAST ARMS & PAVEMENTS

MEDIAN

MEDIAN

SIDEWALK

BP Barber

Veritas Engineering, LLC

2

2/11

22

Mileage

Scale: 1" = 1000'

08-09

SECRETARY OF THE ARMY, WASHINGTON, D. C. 20315

EXHIBIT B

Qualification Letter from DEPARTMENT dated October 7, 2011



South Carolina
Department of Transportation

October 7, 2011

Mr. Jeffrey V. Lord, ICMA-CM
City Manager
City of Walterboro
242 Hampton Street
Walterboro, South Carolina 29488

Re: City of Walterboro's LPA Qualification Evaluation Form
I-95 Business Loop Streetscape Corridor Phase I-B Project

Dear Mr. Lord:

The South Carolina Department of Transportation (SCDOT) has reviewed the information submitted in the City of Walterboro's qualification application and the supplemental information submitted by the City. Upon completion of the review, and subsequent meetings with the City, it has been determined that this qualification application is complete and accepted. SCDOT is pleased to inform you that the City of Walterboro has been found to be *conditionally* qualified to administer and manage the I-95 Business Loop Streetscape Corridor Phase I-B Project. The City must abide by the following conditions as part of this approval:

1. All requests for reimbursements must be received within 60 days of the City's receipt of vendor invoices.
2. The City must submit project status reports by the 5th of each month that details all the work performed in the prior month. The report shall describe the work performed and expenditures made by the City during the covered period, the percent complete for the phase of work, and list any known cost incurred during the month.
3. Prior to SCDOT's concurrence in the Notice to Proceed for the advertisement for construction bids, the City shall provide an update to the organizational chart identifying by name the individuals who will fill each position for the construction inspection of this project. This chart shall include all positions to perform the testing and inspection of the project. Resumes for all individuals designated in the organizational chart must be submitted including a listing of all licensures and certifications applicable to the positions assigned.
4. Provide an assurance that the City of Walterboro will ensure that the project area is properly maintained during the construction phase.

The City of Walterboro **shall not** perform any work (work includes any activities concerning the LPA project including, but not limited to, advertising and hiring design consultants and or advertising and hiring for construction services) until an executed participation agreement is issued by SCDOT and you receive a formal notice to proceed for the project. Failure to follow the conditions and procedures included in this letter will be sufficient



Mr. Jeffrey V. Lord

Page 2

October 7, 2011

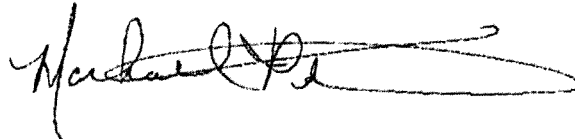
cause to terminate the agreement and will result in the City not being reimbursed for the work performed.

Please be reminded that this letter only serves as final determination of your qualifications to administer this federally funded project. The project may proceed as an LPA project and will be managed in accordance with the LPA procedures and the terms outlined in the participation agreement. Attached is a copy of the LPA procedures for your reference. The Preconstruction Project Manager will be Brent Rewis at (803) 737-7903. You may contact him to schedule the field review and scoping meeting for this project. In addition, Tony Ragos of SCDOT's District Six Construction Office has been assigned to assist the City with construction activities associated with the project. Tony Ragos can be reached at (843) 889-1948.

If you have any questions about the procedures, please contact our office and we will assist you in understanding your responsibilities in the administration of this project,

Again, we greatly appreciate your cooperation and look forward to working with you to complete the project. Please do not hesitate to contact this office at (803) 737-1953 if you have questions or concerns regarding this project.

Sincerely,



Machael M. Peterson
Local Public Agency Administrator

MMP:seaj

Enclosures

cc: Brian Keys, Assistant Chief Engineer for Planning, Location, and Design
Kenny Eargle, Assistant Chief Engineer for Operations
Mitchell Metts, Director of Preconstruction
Matt Lifsey, Lowcountry Regional Production Engineer
Robert Clark, District Six Engineering Administrator
Ken Feaster, Director of Right of Way
Barbara Beagles, EOP/OJT Program Manager
Carolyn Burton, DBE Development Manager
Randy Williamson, Environmental Engineer
ebc: Herb Cooper, Local Program Administrator
Jennifer Gruber, District Six LPA Coordinator
Heather Robbins, NEPA Manager
Michelle Wagner, Administrative Coordinator
File: LPAA/SEAJ/2011 Finals/LPAQuals

EXHIBIT C

STANDARD CONSULTANT AGREEMENT

(see Attached)

AGREEMENT AND CONTRACT BETWEEN

AND

SECTION I. GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this _____ day of _____, 20____, by and between the _____, South Carolina, hereinafter referred to as "_____", and _____, a * _____ organized and existing under and by virtue of the laws of the State of _____ and qualified to do business in the State of South Carolina, with its principal offices in _____ located at _____, hereinafter referred to as "Consultant".

*Joint venture, individual, government agency, corporation, partnership or other. If joint venture, a copy of the Joint Venture Agreement is required as an attachment.

WITNESSETH:

WHEREAS, the _____ and the South Carolina Department of Transportation, hereinafter "Department", entered into a Local Public Agency Agreement which addresses the responsibilities of the parties thereof under the herein project; and

WHEREAS, _____ desires to employ Consultant to furnish personnel and render professional engineering services for use and benefit of the _____ in the development of the project as hereinafter more particularly described; and

WHEREAS, the Consultant has represented to the _____ that the Consultant is experienced and qualified to provide the services contemplated by this Agreement and the _____ has relied upon such representation; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION.

B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide engineering services as described in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this Agreement. Work and liaison will be performed by the Consultant through its _____ office in _____.

C. CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. The _____ and Consultant may agree to have project plans and specifications provided for by "certification". A "Certification Agreement" is attached hereto and specifically made a part hereof. The "certification" will be executed if agreed by the parties as applicable.

SECTION III. SERVICES OF _____

The _____ agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B", SERVICES OF THE _____, attached hereto and specifically made a part of this Agreement. Liaison for the _____ will be through the _____ or authorized designee.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this Agreement will be the date of execution as shown in Section I. The Consultant shall begin work upon receipt of the _____'s written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner, exclusive of required review time by the _____ and if applicable the Department and the Federal Highway Administration as set forth in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE.

SECTION V. FEE AND COSTS

For the services covered under this Agreement, the Consultant shall be compensated by the _____ as follows:

A. In the event the extent of the Consultant's studies and work effort during all phases of work set forth can be determined with exactness at the time of negotiation, and if the total Consultant cost is equal to or less than twenty five thousand dollars (\$25,000.00), it is mutually agreed by and between the Consultant and the _____ that compensation to the Consultant will be on a Lump Sum Basis. Lump sum may also include approved unit cost or per parcel if considered appropriate and approved by the _____.

B. In the event the extent of the Consultant's studies and work effort during all phases of work set forth cannot be determined with exactness at the time of negotiation, it is mutually agreed by and between the Consultant and the _____ that compensation to the Consultant will be the basis of the Consultant's actual cost of performing all phases of the work, plus a fixed amount to cover net fee only.

C. For the cost of outside services and associate services as may be necessary and as formally approved by the _____, the Consultant shall be reimbursed by the _____ only for the actual cost to Consultant for such services.

D. For Consultant's services in which payment is on a cost plus fixed fee basis as described above, the actual costs of the Consultant eligible for reimbursement are those directly attributable to the accomplishment of the specific work of the Consultant. These may include:

1. Actual basic salaries of productive personnel for work time directly connected with the project.
2. Payroll Additives eligible for reimbursement.
3. The general operating overhead costs of Consultant as determined by audit of Consultant's operations.
4. The Consultant and their subconsultants shall comply with the Department's Procurement Policy Memorandum (dated February 2, 2011) Implementing FHWA Order 4470.1A, dated October 27, 2010. This memorandum and FHWA Order reference a requirement for an approved Federal Acquisition Regulation (FAR) compliant indirect cost rate to be on file with the Department.
5. Out-of-pocket direct project expenses at actual cost to Consultant. Any non-salary cost identified specifically with the project is a direct charge to the project and is eligible for compensation. Such out-of-pocket costs shall include, but not necessarily be limited to, travel and subsistence for Consultant's personnel on the project, project materials and supplies, telephone and communications, printing and reproductions, and computer services. Automobile mileage will be reimbursed at the actual cost per mile incurred provided such cost per mile does not exceed the rate established by the Internal Revenue Service for the period. Only mileage associated with the business use of vehicles will be reimbursed. Any mileage related to personal use by employees (including transportation to and from work) is unallowable. However, if

contractually agreed to in advance, mileage associated with travel to a temporary work location may be reimbursed. Generally, a work location is considered to be temporary if the assignment to the new location is expected to last 1 year or less. Billings for any actual out-of-pocket expenses directly identifiable with the project shall be supported by actual account records, expense accounts, receipts and other miscellaneous supporting materials and shall be made available by Consultant for review and audit by the _____, Department or their authorized representative.

E. The _____ shall not reimburse the Consultant for any expenses relating to business development activities, attendance at any special event, function, or ceremony where attendance is for social purposes. This does not include special events, functions or a ceremony in which a written _____ request and approval has been given to the Consultant to attend for the purpose of speaking and/or presenting purposes, or assisting _____ staff with preparation and delivery of the function. Consultants are required to certify compliance with this paragraph on all invoices.

F. The amount of compensation set forth in ATTACHMENT "C", ENGINEERING FEE, attached hereto and specifically made a part of this Agreement, shall be the maximum payable by the _____ without prior written authorization from the _____ to increase the amount. Any such increase may also be subject to the approval of the Department and Federal Highway Administration if federal funds are involved. This Basic Agreement has been subjected to a pre-award audit as considered appropriate by _____ auditors.

1. Compensation to consultant under the terms of this Agreement shall not exceed the lump sum maximum amount of \$ _____.
"or"
2. Compensation to Consultant under the terms of this Agreement shall not exceed \$ _____ for salaries, payroll additives, overhead, direct cost and outside services plus a fixed fee of \$ _____ (in the event that significant changes in the scope of work occur, the fixed fee may be adjusted to an amount that is fair and reasonable to both the Consultant and _____) resulting in a maximum limit of \$ _____.

G. COST RECORDS. The Consultant, and its authorized subcontractors, shall maintain cost records in such manner as to comply with the policies set forth in Federal-Aid Policy Guide, Chapter 1, Subchapter B, Part 172, Administration of Engineering and Design Related Service Contracts (23 CFR 172) and also in 48 CFR 31 of the Federal Acquisition Regulations, OMB Circular A-102, and other directives as appropriate.

H. PURCHASE AND RENTAL/LEASE. The _____ considers that the Consultant should have the necessary equipment and other items to perform consultant work described in the scope of services. In those cases where it becomes necessary to purchase, lease,

or rent equipment or other items with project funds, prior written _____ approval is required. All equipment and other items approved by the _____ for purchase with project funds shall become the property of the _____ at the completion of the project. The final disposition of the property will be agreed to in writing between the _____ and the Department.

I. RELOCATION COSTS. Consultant has represented to Department that the Consultant has the necessary personnel to perform the Consultant's scope of services, and the Department has relied upon such representation. In those Department approved cases where it becomes necessary to relocate an employee, Consultant agrees that reimbursable relocation costs are limited to the costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of no less than 12 months) of an existing employee. Reimbursement eligibility must have prior written approval by the _____ and Department.

J. OVERTIME, EXTRA-PAY SHIFTS, MULTI-SHIFTS. Where the cost to the _____ may be affected, this Contract should be performed so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and, in particular, without the use of overtime as a regular employment practice. Any required overtime, extra-pay shifts and multi-shifts will be limited to the minimum needed for accomplishment of the specific work and will require prior written approval by the _____.

SECTION VI. MODE OF PAYMENT

A. Monthly Invoices. For services performed in this Agreement, Consultant shall be paid monthly based on an approved invoice. Monthly or partial payments, at the discretion of the _____, may have appropriate retainage withheld until completion and acceptance of the work.

B. Acceptable Invoices. The _____ considers an acceptable invoice to include:

1. A breakdown of man-hours by classification and rate
2. A line item for overhead
3. A line item for profit
4. A breakdown for other direct costs
5. A breakdown for subconsultant services
6. Signature of certification by an authorized representative of the firm
7. The Department's Project Manager may request additional certifications relating to work performed.

NOTE: For approved unit cost agreements numbers 1,2 and 3 may be combined and identified by services, volume and rate. Numbers 4 and 5 shall be by breakdown costs.

C. Certification of prompt payment to subconsultants. Consultant shall certify on each invoice for payment that the charges thereon are true and correct. The submittal of such

invoice shall constitute the Consultant's certification that all subconsultants have incurred the charges shown on the invoice, will be paid within seven (7) days upon receipt of payment from the _____, and have been paid for all charges shown on previous invoices.

D. Prompt release of retainage. The Consultant may withhold as retainage up to five (5%) percent of a subconsultant's payment until satisfactory completion of all work items of a subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the _____ pays the Consultant for the last work item of the subcontract. The Consultant must release to the subconsultant any retainage withheld within seven (7) calendar days of the date the Consultant receives payment from the _____ for the last work item of the subcontract.

E. Sanctions for failure to comply. Failure to comply with any of the above prompt payment provisions shall result in one or more of the following sanctions: (1) no further payments being made to the Consultant until compliance is achieved; (2) the Consultant being declared in default of the Contract; (3) the _____ terminating the Contract in accordance with Section VII, Paragraph (K) of this Agreement.

SECTION VII. GENERAL PROVISIONS

The _____ and the Consultant mutually agree as follows:

A. OWNERSHIP OF DOCUMENTS. Basic notes, sketches, charts and other data prepared, furnished or obtained under this Agreement will become the property of the _____ without restriction or limitation on their use. No material produced in whole or in part under this Agreement will be subject to copyright in the United States or in any other country. The _____ shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. The _____ shall retain ownership of all plans, drawings, specifications and related documents.

B. INFORMATION TECHNOLOGY. All program management systems, software, or information technology products developed or utilized by Consultant for the project shall be able to interface with information technology systems utilized by the _____ and Department. All systems, software, or information technology developed for this project shall become the sole property of the _____ and Department upon Contract completion, including any source code. No program management systems, software or information technology products produced in whole or in part under this Agreement will be subject to copyright by Consultant. The _____ and Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all program management systems, software, or information technology products prepared by Consultant, or its subconsultants, under this Agreement.

C. FINDINGS CONFIDENTIAL. Any reports, information, data, etc. furnished to or prepared or assembled by the Consultant under this Agreement which the _____

requests to be kept as confidential will not be made available to any individual or organization by the Consultant without prior written approval of the _____. This section does not prohibit the release of information required under Federal or State "Freedom of Information (FOI)" statutes.

D. REQUIREMENTS FOR CHECKING AND REVIEWING OF PLANS.

It is the Consultant's responsibility to produce plans that conform with all specifications, guidelines and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by the _____ and Department and if applicable the Federal Highway Administration. All plans, whether preliminary or final, submitted to the _____, shall have been checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and shall have been thoroughly reviewed by the Consultant to be in compliance with these requirements prior to submission to the _____.

The spaces provided in the title box labeled "By", "CHK'D" and "REVIEWED BY" shall be signed with the initials of the persons who performed those specific functions on that portion of the project at the time of submittal to the _____. In the event that a print of a partially completed sheet is to be submitted, the initials may be added directly to the print rather than being entered on the original drawing.

Once plans have been submitted to the _____, no changes shall be made unless the _____ has been notified of the specific change. However, additions to complete the plans may be made provided the requirements for checking and reviewing are applied. All prints submitted to the _____ shall have the date of submittal stamped on the title sheet.

The _____ will perform a general review of the plans only. The _____'s review does not relieve the Consultant of any responsibility for the completeness, correctness, consistency and accuracy of all information, dimensions, quantities, details, designs and compliance with all specifications, guidelines and requirements of this Agreement. Should any discrepancies, errors or omissions be found at any time, after submittal of the plans, corrections to plans will be made at the Consultant's expense. The Consultant shall not include the cost of corrections of faulty or deficient work on his invoice to the _____.

Failure to meet any of the above requirements may result in the withholding of payment until plans are deemed acceptable in the opinion of the _____, or may be deemed just cause for consideration of termination of this Agreement.

E. PROGRESS. The Consultant shall at all times work closely with the designated representatives of the _____ and shall keep them fully advised as to the status of the work. The Consultant or his authorized representative will be present at all conferences, field inspections and other meetings as may be requested by the _____. Conferences or

consultations may be called at any time by either party to this Agreement. The plans and work of the Consultant will be available to the _____, Department and if applicable to appropriate representatives of the Federal Highway Administration for review at all times.

F. QUALITY CONTROL. All work by Consultant is to be done in a manner satisfactory to _____ and in accordance with the established customs, practices, and procedures of the _____, Department, State of South Carolina, Federal Highway Administration, including compliance with applicable sections of the Department/Federal Highway Administration STEWARDSHIP AND OVERSIGHT PLAN, dated November 2007 (included herein by reference) and any revisions thereto, and in conformity with the standards adopted by the American Associations of State Highway and Transportation Officials and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109-B, as amended. For work involving the development of plans, the Consultant shall implement all necessary quality control measures to produce plans that conform to the DEPARTMENT and FHWA guidelines and standard, including the aforementioned. Prior to submittal to the DEPARTMENT, all plans shall be thoroughly reviewed by the CONSULTANT for completeness, correctness, accuracy and consistency with the aforementioned requirements. Plan sheets shall be initialed as applicable by both the preparer and the reviewer to indicate appropriate quality reviews have been completed. CONSULTANT shall maintain copies of any quality control documents, including check prints, throughout the duration of the project, with them becoming part of the official file, and shall submit copies of these to the DEPARTMENT upon request.

G. INSPECTION OF WORK. The _____, Department and their authorized representatives shall have access to and the right to inspect all project work and materials during regular business hours of the Consultant. The Consultant and its subcontractors shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at its respective offices at reasonable times during the Contract period and for three years from date of final payment under the Contract for inspection by the _____, if applicable any authorized representative of the Department and the Federal Highway Administration, and copies thereof shall be furnished if requested.

H. CHANGES IN CONTRACT. The _____ may desire Consultant to render services for changes in connection with this project in addition to that provided for by the express provisions of this Agreement. Such additional services for changes will require a contract modification, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between _____ and Consultant. Work under such contract modification shall not proceed until formally approved by the _____ and if applicable the Department and the Federal Highway Administration.

I. DELAYS AND EXTENSIONS. The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by Consultant for any delays or hindrance, from any cause whatsoever during the progress of any portion of the

services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the _____ may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

J. FAILURE TO MAINTAIN SATISFACTORY PROGRESS

The Consultant will proceed with the work in a timely fashion, providing sufficient manpower and resources to meet the commitment to schedules, milestones, and completion dates set forth in the Contract. The _____ may monitor the progress of the work to determine that the work is progressing sufficiently to meet the commitments agreed to in the Contract.

The _____'s Program Manager may make a preliminary finding of delinquency if at anytime the Consultant has not met the schedules, milestones, or completion dates established in the Contract, and it appears unlikely that the work will be completed by the specified date. Upon review of the preliminary finding of delinquency, the _____'s Program Manager may issue a Preliminary Notice of Delinquency. The Consultant will have 15 days to present information to the _____ as to why the Consultant should not be found delinquent. This information should contain a specific plan of action to meet the Contract schedules, milestones, and completion dates and/or show circumstances beyond the Consultant's control that have directly affected the Consultant's ability to meet the commitments in the Contract. Upon review of the information submitted, the _____'s Program Manager will make a determination to place or not place the Consultant in a delinquent status. If a determination of delinquent status is made, the _____'s Program Manager will issue a Final Notice of Delinquency. A Consultant receiving a Final Notice of Delinquency may appeal within 15 days to the _____'s Administrator for a review of the delinquent status.

A Consultant receiving a Final Notice of Delinquency may be terminated under the terms of this Agreement.

K. TERMINATION OF CONTRACT.

(a) This Contract may be terminated by the _____ at any time for the convenience of _____ by written notice to Consultant specifying the termination date of the Contract. In the event of such termination of the Contract by the _____, the Consultant will be compensated on a quantum meruit basis for its work satisfactorily performed through the termination date.

(b) Consultant also has the right to terminate this Contract if the _____ unreasonably fails to timely provide the service required of _____ under scope of services or unreasonably fails to make timely payment for consultant services rendered. In the event of such termination which is not the fault of Consultant, _____ shall pay to Consultant the compensation properly due including

reasonable overhead and profit on work performed for services properly performed (prior to the effective date of the termination) and for reasonable reimbursable expenses properly incurred as a result of the termination.

(c) In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Contract on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of _____, or if Consultant violates any of the terms, covenants, or provisions of this Contract, _____ shall have the right to terminate this Contract by giving seven (7) days notice in writing of the termination and date of such termination to Consultant. The _____ shall have the sole discretion to permit the Consultant to remedy the cause of the contemplated termination without waiving the _____'s right to terminate the Contract. All drawings, specifications, and other documents relating to the design or supervision of consultant work shall be surrendered forthwith by Consultant to _____. _____ may take over work to be done under this Agreement and prosecute the work to completion by contract or otherwise, and Consultant shall be liable to _____ for all reasonable cost in excess of what the _____ would have paid the Consultant had there been no termination.

L. DISPUTES. In any dispute concerning a question or fact in connection with the work of this Agreement, or compensation therefore, the decision of the _____ in the matter shall be final and conclusive for both parties.

M. RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Consultant shall assume certain risks in connection with the performance of this Agreement and shall be liable for and shall indemnify and hold harmless the _____ and other agencies of government from claims and liability due to negligent acts of the Consultant, its subcontractors, agents or employees in connection with the prosecution and completion of the work covered by this Agreement.

Consultant shall, until this Agreement has been fully performed or until it has been terminated by _____, take out and maintain as a normal business expense Liability and Professional Errors and Omissions Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and Public Liability and Property Damage Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to _____. Consultant will secure and maintain such insurance, including vehicular insurance, as will protect it from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

N. GENERAL COMPLIANCE WITH LAWS. The Consultant and its subcontractors shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations affecting the conduct of the work.

O. SUBLETTING, ASSIGNMENT OR TRANSFER. The Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this Contract, without prior written consent of the _____. Such consent does not release or relieve the Consultant, as principal, from any of its obligations and liabilities under this Agreement.

Subconsultant agreements are attached in ATTACHMENT "C" ENGINEERING FEE. All Contract provisions shall be furnished to all subconsultants and shall apply to all subconsultant agreements.

P. ETHICS ACT. By execution of this Agreement Consultant certifies Consultant is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150, (f) Solicitation of state employees – Sections 8-13-755, 8-13-760 and 8-13-725.

Q. DRUG FREE WORK PLACE CERTIFICATION. By execution of this Agreement Consultant certifies Consultant will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

R. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

S. TITLE VI. CIVIL RIGHTS ACT OF 1964. During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations:

Consultant shall comply with the regulations relative to non-discrimination in Federally-assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination:

Consultant, with regard to work performed by it after award and prior to completion of the Contract work, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation.

4. Information and Reports:

Consultant shall provide all information and reports required by the Regulations, or directions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the _____ and/or Department to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to _____, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance:

In the event of Consultant's non-compliance with the non-discrimination provisions of this Contract, _____ and/or Department shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions:

Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as _____, may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request _____ and/or Department to enter into such litigation to protect the interest of the _____ and/or Department and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

T. MINORITY BUSINESS ENTERPRISE.

(a) Policy. It is the policy of the _____ to ensure nondiscrimination in the award and administration of federally-assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. This Contract is subject to the provisions of the Department's DBE program and 49 CFR part 26.

(b) Consultant/Subconsultant assurances. Neither the consultant, nor its subconsultants, shall discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the Consultant, or any of its subconsultants, to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the _____deems appropriate. Consultant shall advise its subconsultant of these provisions by including this clause in each of its subcontracts.

(c) Quoter information. At the conclusion of this Contract, the Consultant shall submit to Department the names and addresses of all subconsultants who quoted subcontracts for this Contract.

(d) Reports on Subconsultant payments. At the conclusion of this Contract, the Consultant shall report to _____ all payments made to subconsultants on this Contract. The report shall include the following information as to each subconsultant: the name and address of the subconsultant and the total payments made to the subconsultant.

U. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Consultant shall comply with Executive Order 11246, as amended by the Executive Order 11375, and as supplemented by Department of Labor Relations (41 CFR, Part 60) (OMB Circular A-102; Attachment O; Part

14C) and shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions will 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.

V. PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

The _____ will not consider for award any proposal submitted by any consultant, and will not consent to subletting any portions of the Contract to any subconsultant, of a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U. S. firms in conducting procurements for public works projects.

For the purpose of this Special Provision, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country, shall be considered to be a consultant or subconsultant of such foreign country.

W. COMPLIANCE CONCERNING ILLEGAL ALIENS. By execution of this Agreement the Consultant as the prime consultant does hereby agree:

- a) to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b) to provide _____ with any documents required to establish such compliance upon request; and
- c) to register and participate and require agreements from sub-consultants to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

X. SUCCESSORS AND ASSIGNS. _____ and Consultant each binds itself, its successors, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its respective interest in the Agreement without the written consent of the other.

Y. ENTIRE AGREEMENT. This Agreement with referenced exhibits, and/or attached certifications, and attachments constitutes the entire Agreement between the parties and, except for contract modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the parties relating to this work. The execution of this Agreement by the parties hereto represents the execution of each individual certification hereof. This Agreement and Contract is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Signed, sealed and executed for the Consultant:

WITNESS:

(Consultant's Legal Name)

By: _____

(Signature)

Title: _____

Federal ID No: _____

Signed, sealed and executed for the _____:

WITNESS:

By: _____

Title: _____

**ENGINEER CERTIFICATION FOR
PROJECT PLANS AND SPECIFICATIONS**

Consultant's Name: _____

Route Number: _____

File Number: _____

Project Number: _____

Project Description: _____

In order to advance projects in an expeditious and efficient manner, _____ hereby assigns to the above-named consulting firm, hereinafter referred to as the Undersigned, and the Undersigned accepts full responsibility for all project plan and specification reviews including the approval of all information, dimensions, quantities, details and designs involved in the preparation and production of the project plans and specifications for the above-named project. In accepting this responsibility, the undersigned makes the following certification:

THE UNDERSIGNED CERTIFIES to be a South Carolina registered engineering firm with absolute authority to accept the responsibility for the project plans and specification involved in the project; and,

THE UNDERSIGNED CERTIFIES to produce project plans and specifications that will conform with all guidelines and requirements stated in this Agreement unless a specific deviation has been requested in writing and approved by the _____, DEPARTMENT, and, if applicable, the Federal Highway Administration (FHWA); and,

THE UNDERSIGNED CERTIFIES that all project plans and specifications will be checked in their entirety for completeness, correctness, accuracy and consistency with other details in all respects, and will be thoroughly reviewed by the undersigned consulting firm to be in compliance with the requirements in effect at the time of submission to the _____; and,

THE UNDERSIGNED CERTIFIES that each project plan sheet submitted on this project will be signed and sealed by a South Carolina Registered Engineer; and,

THE UNDERSIGNED CERTIFIES that all of the work performed under this Contract will be performed in accordance with the special provisions and specifications, and will be performed so as to meet or exceed reasonable standard of care of the profession; and

THE UNDERSIGNED CERTIFIES that by signing and sealing the plans, the undersigned assumes full, complete and conclusive liability for all discrepancies, errors or omissions found at any time in the plans or specifications. Further, that all corrections to the plans or specifications will be made at the consultant's expense and the consultant will not include the cost of corrections of faulty or deficient work on its invoice to the _____; and

THE UNDERSIGNED FURTHER CERTIFIES that it agrees that failure to meet any of the above requirements may be deemed just cause, at the discretion of the _____, for withholding payment on the Contract and/or termination of the Contract, without damages due to the Undersigned by _____.

This Engineering Certification for Project Plans and Specification is attached to and becomes part of the Agreement and project, with all terms and conditions of the Agreement and project applicable hereto.

Seal	Firm: _____
_____	By: _____
Date	Title: _____

Revised 12/19/2011

CERTIFICATION OF CONSULTANT

I hereby certify that I am the a duly authorized representative of the Consultant and that neither I nor the above consultant I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any).
- (d) been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department, state department or agency thereof. The Consultant further certifies full compliance with 23 CFR 633 Subpart A of the Federal Code.

I acknowledge that this certificate is to be furnished to the _____, Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

CERTIFICATION OF _____

I hereby certify that I am the _____ of the _____ of the State of South Carolina and that the above Consultant or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Department, Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Certification for Grants, Loans, and Cooperative Agreements

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 Federal 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 Federal 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such 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.

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

Revised 12/19/2011

ATTACHMENT "B"
SERVICES OF THE _____

The _____ agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

1. Access to and use of all reports, data and information in possession of the _____ which may prove pertinent to the work set forth herein.
2. Existing Policies and Procedures of the _____ with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.

ATTACHMENT "C"
ENGINEERING FEE

Item No.	County:	Route:
I.	<u>Direct Payroll Costs</u>	
	<u>Phase I</u>	
(1)		Manhours @ \$ = \$
		Manhours @ \$ = \$
		Manhours @ \$ = \$
		Manhours @ \$ = \$
	Subtotal =	\$
	<u>Phase II</u>	
(1)		Manhours @ \$ = \$
		Manhours @ \$ = \$
		Manhours @ \$ = \$
		Manhours @ \$ = \$
	Subtotal =	\$
	<u>Phase III</u>	
(1)		Manhours @ \$ = \$
		Manhours @ \$ = \$
	Subtotal =	\$
	<u>Phase IV</u>	
		Manhours @ \$ = \$
		Manhours @ \$ = \$
		Manhours @ \$ = \$
	Subtotal =	\$
	<u>Phase V</u>	
(1)		Manhours @ \$ = \$
		Manhours @ \$ = \$
	Subtotal =	\$
	Total Direct Payroll Costs	= \$
II.	Direct Computer Costs, Printing, & Travel (See Attached Breakdown)	= \$
III.	(2) Overhead = % of Direct Payroll Costs	= \$
IV.	Profit	= \$
V.	Outside Services (See Attached Estimate)	= \$
	TOTAL FEE	= \$

ATTACHMENT "C"
ENGINEERING FEE

Direct Costs

A. Travel/Motels & Meals (By Phase)

Travel

- a. Mileage - _____ to _____
_____ miles @ \$ _____ = \$
- b. Air Travel - _____ to _____
_____ people = _____ round trip @ \$ _____ = \$
- c. Car Rental - in _____
_____ days/week @ \$ _____ = \$
- d. Other

Meals

_____ people, for _____ days/meals @ \$ _____ = \$

Motel

_____ people, _____ days @ \$ _____ = \$

Subtotal \$

B. Computer

_____ (units) @ \$ _____ = \$

Subtotal \$

C. Printing

- a. (Type) _____ @ \$ _____ = \$
b. (Type) _____ @ \$ _____ = \$
c. (Type) _____ @ \$ _____ = \$

Subtotal \$

D. Telephone

E. Postage

ATTACHMENT "C"
ENGINEERING FEE

Outside Services [Attach Proposal(s)]

Note: Proposals must contain at a minimum:

- a. General Recital
- b. Witnesseth
- c. Scope of Service
- d. Fee and Mode of Payment
- e. Reference to General Provisions of Prime Agreement
- f. Signatures
- g. Segregation of Cost Elements

continued

ATTACHMENT "C"
ENGINEERING FEE

PROJECT COST DISTRIBUTION SUMMARY

<u>PAYROLL COSTS</u>	<u>DIRECT COSTS</u>	<u>OVERHEAD</u>	<u>PROFIT</u>	<u>OUTSIDE SERVICES</u>	<u>TOTAL COSTS DISTRIBUTION</u>
PHASE I					
PHASE II					
PHASE III					
PHASE IV					
PHASE V					
PHASE VI					
PHASE VII					

The cost distribution set forth above for each phase is to facilitate monitoring intermediate and partial payments of the total fee and amounts to be deducted when such project or phase is deleted from the total project.

EXHIBIT D
TRANSPORTATION PROGRAM
QUARTERLY STATUS OF PROJECT

Quarterly Status Reports are due January 2, April 1, July 1 and October 1 and should be sent to:
South Carolina Department of Transportation
Attn: Local Public Agency Administration
P.O. Box 191
Columbia SC 29202

Date: _____

Name of Participant: _____

Status Report No. _____ Interim/Final (Circle One)

Project No. – LPA _____ (Upper left corner of Agreement)

Project Name: _____

Percent of Project Design Complete (i.e. 10%, 45%, N/A etc.) _____ %

Right of Ways Acquisition (if applicable) _____ %

Has the project been advertised in South Carolina Business Opportunities? Yes _____ No _____
If yes, please attach a copy of the advertisement.

Construction – _____ %

Construction by: Participant's Forces or Contractor

Have Bids been received on the Project?	YES/NO
Has the Project been Awarded?	YES/NO
Date Construction Began	
Anticipated Construction Completion Date	
Percentage of Construction Complete	%

Additional Comments:

****No Construction Activities may begin until the Environmental Document for the Project has been approved and a statement concerning wetland permits has been submitted.**

EXHIBIT E

CERTIFICATION OF PROCUREMENT

1. The undersigned is the duly authorized representative of

(hereinafter referred to as "the PARTICIPANT").

2. The Undersigned hereby certifies that PARTICIPANT has complied with all the PROCUREMENT REQUIREMENTS set forth in Section V of this Agreement identified as LPA-_____ and dated _____, 20__.

3. Attached is a list of all consultants, contractors and vendors used on the PROJECT, including name of vendors, dollar value of purchase and date of purchase.

Signature

Name

Title

Date

EXHIBIT F
 (Participant's Letterhead)
 Request for Reimbursement Form

Date: _____

Invoice Number _____

Participant's Federal ID# _____

LPA NO. (Upper Left Page 1) _____

Pin No. (Upper Right Corner) _____

Project Implementation Date	
Anticipated Construction Completion Date	
Percentage of Construction Complete	%

_____ Partial Payment

_____ Final Payment

Project Charges

Participant's Share

_____ %

SCDOT Share

_____ %

Previous Charges

This Invoice

Total to Date

Payment Amount Due (Participant): \$ _____

Authority: Agreement between SCDOT and (Participant) dated _____

Certification: I certify as an authorized representative of (Participant) that the costs invoiced are, to the best of my knowledge, true, correct and in accordance with the terms and conditions of the above dated Agreement.

 (Participant's Authorized Signature)

Distribution of Fees this Period

Engineers, Contractors, Major Suppliers	Total Dollars this Period
1. Name of Firm	\$
2.	\$
3.	\$
4.	\$
Submit firm's complete name and amount paid.	\$

Note: Attach supporting documentation – copies of invoices from contractors, major suppliers and cancelled check(s) indicating payment made - and submit to:

South Carolina Department of Transportation
 Attn: Local Public Agency Administration
 P. O. Box 191
 Columbia, South Carolina 29202

MEMORANDUM

To: Mayor and Council
From: David B. Dodd, Planning Director
CC: Jeff Lord, City Manager
Subject: Equipment Bids
Date: March 30, 2012



The City of Walterboro Planning and Codes Department has accepted bids for an Intermediate Size Extended Cab, Pickup Truck. The state contract for this vehicle description is listed as Chevrolet Colorado, Toyota Tacoma, or equal. A vehicle was budgeted for the department at \$17,000. The bids received are as follows:

State Contract Love Chevrolet 2012 Chevrolet Colorado (4 door) \$16,842


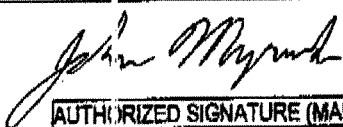
Rizer Chevrolet 2012 Chevrolet Colorado (4 door) \$18,042.90

Walterboro Ford 2011 Ford Ranger (4 door) \$18,944
(vehicle production ended with 2011 models)

Walterboro Ford F150 (4 door) \$19,090
(full size truck has same fuel economy as intermediate size, estimated 23 mpg)

Based on availability, it is staff's recommendation to accept the low bid from Love Chevrolet of \$16,842.


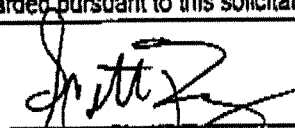
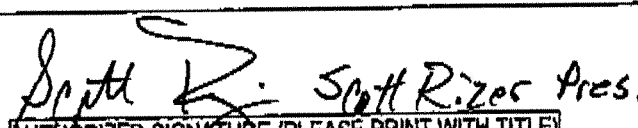
THIS IS NOT A PURCHASE ORDER

	INVITATION FOR BID (IFB)	FORMAL SEALED BID () REQUEST FOR QUOTE (X)			
		BIDS/QUOTES SHOULD BE MAILED TO: ATTN: Finance Department City of Walterboro 248 Hampton Street Walterboro, SC 29948 (Bid No., Date, and Time of Opening to be shown on Envelope) FAX QUOTES TO: (843) 549-1046 (FAX BIDS NOT ACCEPTED)			
*BIDS/QUOTES WILL BE RECEIVED UNTIL 2:00 E.S.T. ON: 3-31-2012 THEN PUBLICLY OPENED IF SEALED BID		Bid No. IFB # 2012-			
BID TITLE: On (1) Intermediate Size Extended Cab Pickup Truck					
PREBID QUERIES: All pre-bid queries can be made by email to ddodd@walterborosc.org.			Comparable/Equivalent Item Accepted <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
SPECIFICATIONS: Refer to State Contract # 4400004334#15, 665 Trailer Towing Package, 274 Power Locks & Windows w/cloth seats 603 Total 16,542					
VENDOR NAME: Love Chevrolet Company		NO BID <input type="checkbox"/> REASON:			
VENDOR MAILING ADDRESS: PO Box 8387		VENDOR EMAIL: jfmyrick@msn.com			
CITY-STATE-ZIP-CODE: Columbia SC 29202-8387		S.C. TAX NO.			
Telephone Number (803) 794-9004 x4		FEDERAL I.D. OR SOCIAL SECURITY NO. 57-0145046			
Fax Number (803) 926-7467					
QTY.	U/M	COMMODITY OR SERVICE (If more than one item use reverse)	UNIT PRICE	TOTAL TAXES	TOTAL PRICE
1		2012 Chevrolet Colorado Ext Cab w/Above Add's	\$16,542	300	\$16,842
I certify that this bid/quote is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid/quote for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid/quote and certify that I am authorized to sign this bid/quote for the vendor.					
BID ACCEPTANCE AND DELIVERY (Prices bid/quoted must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 20* days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within 75-100 days after receipt of order with transportation cost included and prepaid. The City of Walterboro, at their option, shall be eligible for use of any contract awarded pursuant to this solicitation.					
 AUTHORIZED SIGNATURE (MANUAL)			John Myrick AUTHORIZED SIGNATURE (PLEASE PRINT WITH TITLE)		

* Bids received after the time specified for opening cannot be considered and will be unopened.


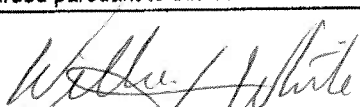
* 2012 Model Year Order Cutoff is April 18th 2012

THIS IS NOT A PURCHASE ORDER

	INVITATION FOR BID (IFB)	FORMAL SEALED BID () REQUEST FOR QUOTE (X)			
		BIDS/QUOTES SHOULD BE MAILED TO: ATTN: Finance Department City of Walterboro 248 Hampton Street Walterboro, SC 29948 <i>(Bid No., Date, and Time of Opening to be shown on Envelope)</i> FAX QUOTES TO: (843) 549-1046 (FAX BIDS NOT ACCEPTED)			
*BIDS/QUOTES WILL BE RECEIVED UNTIL 2:00 E.S.T. ON: 3-30-2012 THEN PUBLICLY OPENED IF SEALED BID		Bid No. IFB # 2012-			
BID TITLE: <i>one (1) Intermediate Size Extended Cab Pickup Truck</i>					
PREBID QUERIES: All pre-bid queries can be made by email to <i>ddodd@walterborosc.org</i> .					Comparable/Equivalent Item Accepted <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SPECIFICATIONS: <i>Refer to State Contract # 4400004334</i>					
VENDOR NAME: <i>Rizer Chevrolet Buick GMC</i>					NO BID <input type="checkbox"/> REASON:
VENDOR MAILING ADDRESS: <i>351 N. Jefferies Blvd</i>					VENDOR EMAIL: <i>srizer@rizerchevrolet.com</i>
CITY-STATE-ZIP CODE: <i>Walterboro, SC 29488</i>					S.C. TAX NO.: <i>15-05207-8</i>
Telephone Number: <i>(843) 549-6363</i>					FEDERAL I.D. OR SOCIAL SECURITY NO.: <i>57-0739696</i>
Fax Number: <i>(843) 549-2179</i>					
QTY.	U/M	COMMODITY OR SERVICE <small>(If more than one item use reverse)</small>	UNIT PRICE	TOTAL TAXES	TOTAL PRICE
1	ea	<i>2012 Chevrolet Colorado Ext</i>	<i>17,742⁰⁰</i>	<i>300⁰⁰</i>	<i>18042⁰⁰</i>
I certify that this bid/quote is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid/quote for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid/quote and certify that I am authorized to sign this bid/quote for the vendor.					
BID ACCEPTANCE AND DELIVERY (Prices bid/quoted must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within _____ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within <u>90</u> days after receipt of order with transportation cost included and prepaid. The City of Walterboro, at their option, shall be eligible for use of any contract awarded pursuant to this solicitation.					
 AUTHORIZED SIGNATURE (MANUAL)			 AUTHORIZED SIGNATURE (PLEASE PRINT WITH TITLE)		



* Bids received after the time specified for opening cannot be considered and will be unopened.

THIS IS NOT A PURCHASE ORDER

	INVITATION FOR BID (IFB)	FORMAL SEALED BID () REQUEST FOR QUOTE (X)			
		BIDS/QUOTES SHOULD BE MAILED TO: ATTN: Finance Department City of Walterboro 248 Hampton Street Walterboro, SC 29948 <i>(Bid No., Date, and Time of Opening to be shown on Envelope)</i> FAX QUOTES TO: (843) 549-1046 (FAX BIDS NOT ACCEPTED)			
*BIDS/QUOTES WILL BE RECEIVED UNTIL 2:00 E.S.T. ON: 3-30-2012 THEN PUBLICLY OPENED IF SEALED BID		Bid No. IFB # 2012-			
BID TITLE: <u>one (1) Intermediate Size Extended Cab Pickup Truck</u>					
PREBID QUERIES: All pre-bid queries can be made by email to <u>ddodd@walterborosc.org</u> .			Comparable/Equivalent Item Accepted <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
SPECIFICATIONS: <u>Refer to State Contract # 4400004334</u>					
Based on current availability, the Ford Ranger Supercab we are bidding on includes black exterior, gray cloth interior, 4 doors, power windows, locks, cruise control, 4.0 V6 engine, 5-speed automatic transmission, sliding rear window, privacy glass,					
VENDOR NAME AM/FM CD stereo. Availability subject to <u>Walterboro Ford</u> prior sale.		NO BID <input type="checkbox"/> REASON:			
VENDOR MAILING ADDRESS <u>902 Bells Hwy.</u>		VENDOR EMAIL <u>w-whit43@dealeremail.com</u>			
CITY-STATE-ZIP-CODE <u>Walterboro, S.C. 29488</u>		S.C. TAX NO. cc: <u>k-rizer@dealeremail.com</u>			
Telephone Number (843) <u>549-5581</u>		FEDERAL I.D. OR SOCIAL SECURITY NO. <u>1500014</u>			
Fax Number (843) <u>782-3112</u>		<u>57-0267452</u>			
QTY.	U/M	COMMODITY OR SERVICE (If more than one item use reverse)	UNIT PRICE	TOTAL TAXES	TOTAL PRICE
one		2011 Ford Ranger Supercab	18,644.00	300	18,944.00
I certify that this bid/quote is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid/quote for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid/quote and certify that I am authorized to sign this bid/quote for the vendor.					
BID ACCEPTANCE AND DELIVERY (Prices bid/quoted must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within _____ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within _____ days after receipt of order with transportation cost included and prepaid. The City of Walterboro, at their option, shall be eligible for use of any contract awarded pursuant to this solicitation.					
 AUTHORIZED SIGNATURE (MANUAL)			Willie White - Sales Department AUTHORIZED SIGNATURE (PLEASE PRINT WITH TITLE)		

* Bids received after the time specified for opening cannot be considered and will be unopened.

THIS IS NOT A PURCHASE ORDER

	INVITATION FOR BID (IFB)	FORMAL SEALED BID () REQUEST FOR QUOTE (X)			
		BIDS/QUOTES SHOULD BE MAILED TO: ATTN: Finance Department City of Walterboro 248 Hampton Street Walterboro, SC 29948 (Bid No., Date, and Time of Opening to be shown on Envelope) FAX QUOTES TO: (843) 549-1046 (FAX BIDS NOT ACCEPTED)			
*BIDS/QUOTES WILL BE RECEIVED UNTIL 2:00 E.S.T. ON: 3-30-2012 THEN PUBLICLY OPENED IF SEALED BID		Bid No. IFB # 2012-			
BID TITLE: one (1)		Comparable/Equivalent Item Accepted <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
PREBID QUERIES: All pre-bid queries can be made by email to ddodd@walterborosc.org.					
SPECIFICATIONS: Refer to State Contract # 4400004334					
2012 Ford F150 Supercab, 145" wheelbase, 3.7 liter 305 HP V6 engine, 6-speed automatic transmission, AM/FM stereo, power windows, door locks & outside mirrors, trailer tow package with class IV receiver hitch, 7 pin wiring, upgraded radiator,					
VENDOR NAME auxiliary transmission cooler. Order basis with your choice of color. Walterboro Ford		NO BID <input type="checkbox"/> REASON:			
VENDOR MAILING ADDRESS 902 Bells Hwy, CITY-STATE-ZIP-CODE Walterboro, S.C. 29488		VENDOR EMAIL w-whit43@dealeremail.com ce: k-rizer@dealeremail.com S.C. TAX NO. 1500014			
Telephone Number ()		FEDERAL I.D. OR SOCIAL SECURITY NO. 57-0267452			
Fax Number ()					
QTY.	U/M	COMMODITY OR SERVICE (if more than one item use reverse)	UNIT PRICE	TOTAL TAXES	TOTAL PRICE
one		2012 Ford F150 Supercab	\$18,790	300.00	19,090.00
I certify that this bid/quote is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid/quote for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid/quote and certify that I am authorized to sign this bid/quote for the vendor.					
BID ACCEPTANCE AND DELIVERY (Prices bid/quoted must be firm for a minimum of 90 days). In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within _____ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within 10 weeks after receipt of order with transportation cost included and prepaid. The City of Walterboro, at their option, shall be eligible for use of any contract awarded pursuant to this solicitation.					
 AUTHORIZED SIGNATURE (MANUAL)			Willie White - sales department AUTHORIZED SIGNATURE (PLEASE PRINT WITH TITLE)		

* Bids received after the time specified for opening cannot be considered and will be unopened.

*Colleton Training School/Colleton High School
Alumni Association, Inc.*



P.O. Box 334
Walterboro, South Carolina 29488
(843) 893-3336 (843) 549-7101 (843) 549-5088
Herman G. Bright and James Edward Simmons, Co-Executive Directors
Anna J. Stevens Varnado, Secretary (E-mail: ctschs@gmail.com)
Patricia C. Grant, Treasurer

*Preserving a Legacy of a Rich Tradition of
School and Community for Posterity*

March 22, 2012

Mr. Bill Young, Mayor
City of Walterboro
P.O. Box 709
Walterboro, South Carolina 29488

Re: Street Closing for Alumni Community Walk

Dear Mayor Young:

The Colleton Training School/Colleton High School Alumni Association, Inc wishes to request that the city close certain streets for the Alumni Community Walk.

The walk is Saturday, July 7, 2012 at 7:30 a.m. We ask that the streets be closed at 7:30 a.m. The walk route will be from the old Cougar Stadium and South Lemacks Street to Colleton Loop to N. Lemacks St turn left on Pearson Street to Gruber Street to Ray T. Johnson/CTS building. The walk should be completed at approximately 8:30 a.m.

We have also attached a copy of the Proclamation and a copy of the Procession Permit Request.

Thank you for your support.

With Wolverine Pride,

A handwritten signature in black ink, appearing to read "Herman G. Bright".
Herman G. Bright

HGB/asv

CITY OF WALTERBORO
PARADE/PROCESSION PERMIT REQUEST

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: March 8, 2012

1. Person submitting application: Herman Bright
Address: P.O. Box 334 Walterboro SC 29488
Telephone: 843-893-3336
2. Name of Organization: Colleton Training / Colleton High School Alumni Association, Inc
Chairperson/President: Herman Bright
Address: P.O. Box 334 Walterboro SC 29488
Telephone: 843-893-3336 (H) 843-217-5000 (C)
3. Parade Chairman: _____
Address: _____
Telephone: _____
4. Date/Time of Parade: Saturday, July 7, 2012 7:30 AM
From Stadium on South
5. Parade Route requested (Attach Sketch) Lemacks St to Colleton Loop
to N Lemacks St turn left on Ackerman St to Gruber Street
to Ray T. Johnson/CTS Building
6. Number of Vehicles/Floats: 0 Number of Animals: 0
7. Portion (width) of street parade will occupy: Entire Street
8. Additional Information (Upon Request): _____

Signature/Parade Chairman

Herman Bright
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.

Lowcountry International Society, Inc.

P.O. Box 2375
Walterboro, SC 29488

March 20, 2012

Walterboro City Council
P.O. Box 709
Walterboro, SC 29488

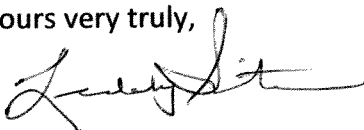
Dear Mayor Young:

The Lowcountry International Society, Inc. has scheduled our third annual Christmas Sweets Around the World event for December 1, 2012 and would like to request the use of the Waterfall area for our venue. We plan to provide our own entertainment for the event and would like to have the area reserved from 10 AM to 4 PM that day.

Additionally, we are also planning the second annual Lowcountry International Food and Arts Festival in partnership with the Colleton County Arts Council for September 29, 2012. We would like to reserve use of the City Parking Lot for that day. We plan to follow the same format as last year offering FREE inspirational entertainment for the citizens of the Walterboro area. We will have food vendors and arts and crafts exhibitors. We are also planning an evening program for an adult audience. We plan to sell beer and wine for that portion of the event only. We would like to request a time frame of 8 AM to 10 PM for the festivities.

I would appreciate you notifying me when our request will be on your meeting agenda and I will plan to attend to answer any questions you or the Council might have. My phone number is 843 441 6226. We appreciate your consideration.

Yours very truly,



Leddy Smith
President

Betty Hudson

From: Jennifer Bratsafolis [jbratsafolis@gmail.com]
Sent: Thursday, March 29, 2012 10:12 AM
To: bhudson@walterborosc.org
Cc: Lori Bell Johnson; Allen Bell; Minor, Jim
Subject: SCWA-Walterboro Chapter Scholarship Event At Pickney Park

Dear Ms. Hudson,

I am writing to request the use of Pickney Park on Sunday, April 22 from 1:30 to 3:00 p.m. for the purpose of a scholarship award ceremony. I realize the park is public and others maybe using the park at the same time.

The South Carolina Waterfowl Association-Walterboro Chapter has a banquet every year to support the Craig Crosby Memorial Scholarships.

This scholarship funds children attending Camp Woodie, www.scwa.org/camp-woodie.html , in the summer. This year, the SCWA-Walterboro Chapter raised funds to send 20 children from Colleton County to camp.

We would like to use Pickney Park to have a short ceremony for the awarding of the scholarships, promote the scholarship fund through the local news venues, and have refreshments. I will be setting up three tables and @ 25 chairs for the purpose of the ceremony and refreshments. I will be responsible for set up, and clean up.

We will direct attendees to park in appropriate spots on the street.

Thank you for your consideration.

Regards,

Jennifer Bratsafolis
Co-Chair
The Craig Crosby Memorial Scholarship Fund