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City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

Walterboro City Council
Regular Meeting
September 5, 2017
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 # 2017-06, An Ordinance to Amend Ordinance # 2017-04, So As to Set the Local Option Sales Tax Credit Factor in the 2017-2018 Budget, Second Reading and Adoption (Ordinance attached).
2. Ordinance # 2017-07, An Ordinance to Amend Ordinance # 2017-04, So As to Roll Back the City of Walterboro Millage Rate for the Fiscal Year 2017-2018 General Fund Budget, Second Reading and Adoption (Ordinance attached).

IV. Old Business:

1. Ordinance # 2017-06, An Ordinance to Amend Ordinance # 2017-04, So As to Set the Local Option Sales Tax Credit Factor in the 2017-2018 Budget, Second Reading and Adoption (Ordinance attached).
2. Ordinance # 2017-07, An Ordinance to Amend Ordinance # 2017-04, So As to Roll Back the City of Walterboro Millage Rate for the Fiscal Year 2017-2018 General Fund Budget, Second Reading and Adoption (Ordinance attached).

V. New Business:

1. Ordinance # 2017-08, An Ordinance to Approve an Intergovernmental Agreement Between the City of Walterboro and Colleton County to Provide for the Sale and Transfer Rights of Real Property Owned by Colleton County, South Carolina and the City of Walterboro (Ordinance attached).

2. Ordinance # 2017-09, An Ordinance to Convey Property to SCDOT for the I-95 Business Loop Project, Phase 1B (Ordinance attached).
3. Consideration of Contract with Cardno, Inc. to Administer EPA Brownfields Assessment Grant (Memorandum and Agreement attached).
4. Consideration of Renovations to 300 Hampton Street (Memorandum attached).
5. Consideration of Mutual Aid Agreement Between the City of Walterboro and the City of Charleston, SC for Mutual Aid Support for Law Enforcement (Memorandum and Agreement attached).
6. Consideration of Request from Mr. Jeb Smoak to Maintain Peacocks at 135 Paul Street (Letter attached).
7. Request to Close Streets and Use of City Parking Lot on Saturday, October 28, 2017 from 8:00 A.M. to 3:00 P.M. for Fall Festival activities by Walterboro-Colleton Chamber of Commerce (Letter attached)
8. Consideration of Canceling/Rescheduling the November 7, 2017 City Council Meeting. (Election Day)

VI. Committee Reports:

VII. City Manager's Report:

1. Presentation of New City Website, Michelle Strickland, Tourism Director.

VIII. Executive Session:

1. Contractual Matter:
 - a. Dispatch Services.
2. Personnel Matter:
 - a. Appointment of City Prosecutor.

IX. Open Session:

1. Council May Take Action on Matters Discussed in Executive Session.

X. ADJOURNMENT.

AFFIDAVIT OF PUBLICATION IN The Press and Standard

PERSONALLY appeared before me, William B. Moore, who being duly sworn, says that he is the publisher of The Press and Standard, published on Thursday of each week in Walterboro, County of Colleton, State of South Carolina; that the notice, of which a printed copy is hereby attached, was published in The Press and Standard for **One (1)** issues, and publication commencing on August 17, 2017 and ending on August 17, 2017.

SWORN to before me

this 17 day of Aug, 20 17
Barbara McColl (L.S.)

Notary Public for South Carolina

Commission Expires 6-4-22

William B. Moore
William B. Moore



PUBLIC HEARING NOTICE

Walterboro City Council will hold a public hearing on Tuesday, September 5, 2017 at 6:15 P.M. in City Hall, 242 Hampton Street, to receive public comments on the following proposed ordinances:

Ordinance # 2017-06, An Ordinance to Amend Ordinance # 2017-04, So as to Set the Local Option Sales Tax Credit Factor in the Fiscal Year 2017-2018 Budget.

Ordinance # 2017-07, An Ordinance to Amend Ordinance # 2017-04, So as to Roll Back the City of Walterboro Millage Rate for the Fiscal Year 2017-2018 General Fund Budget.

Copies of the proposed ordinances are available in the City Manager's Office at City Hall, 242 Hampton Street. 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 (843-782-1011) for additional information or for disabled persons needing auxiliary aids. Please give at least 24 hours' notice if auxiliary aids are required.

ORDINANCE # 2017-06

AN ORDINANCE TO AMEND ORDINANCE # 2017-04, SO AS TO SET THE LOCAL OPTION SALES TAX CREDIT FACTOR IN THE FISCAL YEAR 2017-2018 BUDGET.

WHEREAS, the fiscal year 2017-2018 General Fund budget was adopted with the passage of Ordinance # 2017-04 on June 6, 2017; and,

WHEREAS, City Council has determined that a need exists to amend said budget to set the Local Option Sales Tax Credit Factor for the fiscal year 2017-2018 budget.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, that the fiscal year 2017-2018 budget be amended as follows:

1. A local option sales tax credit factor of .001593 shall be established.

This ordinance shall become effective upon adoption.

ADOPTED, this 5th day of September, 2017.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: August 1, 2017
Public Hearing: September 5, 2017
Second Reading: _____

ORDINANCE # 2017-07

AN ORDINANCE TO AMEND ORDINANCE # 2017-04, SO AS TO ROLL BACK THE CITY OF WALTERBORO MILLAGE RATE FOR THE FISCAL YEAR 2017-2018 GENERAL FUND BUDGET.

WHEREAS, the Fiscal Year 2017-2018 General Fund budget was adopted with the passage of Ordinance # 2017-04 on June 6, 2017; and,

WHEREAS, pursuant to the SC Code of Laws, Section 12-43-217, counties are required to reassess property values once every five (5) years; and,

WHEREAS, pursuant to the SC Code of Laws, Section 12-37-251 (E), municipalities are required to roll back their millage rate after reassessment of property values to ensure that municipalities receive the same amount of revenue from property taxes after reassessment as they did before; and,

WHEREAS, Ordinance #2017-04 established a millage rate of eighty-eight (88.0) mills for the City of Walterboro; and,

WHEREAS, pursuant to the SC Code of Laws, Section 12-37-251(E), the City of Walterboro is required to roll back the millage rate for Fiscal Year 2017-2018 to 86.4 mills.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, that the Fiscal Year 2017-2018 budget be amended as follows:

1. The millage rate shall be rolled back to 86.4 mills.

This ordinance shall become effective upon adoption.

ADOPTED, this 5th day of September, 2017.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: August 1, 2017

Public Hearing: September 5, 2017

Second Reading: _____

ORDINANCE # 2017-08

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WALTERBORO AND COLLETON COUNTY TO PROVIDE FOR THE SALE AND TRANSFER OF RIGHTS OF REAL PROPERTY OWNED BY COLLETON COUNTY, SOUTH CAROLINA AND THE CITY OF WALTERBORO; AND OTHER MATTERS RELATING THERETO.

WHEREAS:

1. The City of Walterboro (the "City") wishes to acquire the County parking lot located at TMS 163-11-00-226 for the purpose of developing and operating the Walterboro Wildlife Sanctuary Discovery Center. The City deems it necessary to have said parking serve Walterboro Wildlife Sanctuary Discovery Center; and
2. The Seaboard Coastline Railroad Right-of-Way is currently jointly owned by Colleton County (the "County") and the City. The County wishes to have sole ownership of the portion of the Seaboard Coastline Railroad Right of Way at TMS # 236-00-00-139 within the unincorporated area of the County in order to continue to develop related transportation projects to this right-of-way; and
3. The County and the City, as well as the businesses which are located in, or which will locate in the County and the City, will derive significant benefit from the construction and operation of the Walterboro Wildlife Sanctuary Discovery Center and transportation projects related to Seaboard Coastline Railroad Right of Way; and
4. In exchange for the City's commitment to construct and operate the Walterboro Wildlife Sanctuary Discovery Center, the County Council of the County (the "Council") deems it to be in the best interest of the County to provide for the sale of approximately two acres of real property located at the southwest corner of East Washington Street and Jefferies Boulevard and further described in the legal description attached hereto as Exhibit A, on such terms and conditions as set forth herein; and
5. In exchange for the County's commitment to develop the Green Pond Trail and other related projects, the City deems it to be in the best interest of the County to provide for the its ownership rights in real property of the Seaboard Coastline Railroad Right-of-Way within the unincorporated County and further described in the legal description attached hereto as Exhibit B, on such terms and conditions as set forth herein.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED:

1. The County hereby authorizes the conveyance to the City the property (the "Property") more fully described in attached Exhibit A for a consideration of \$100,000.00 to the Colleton County Economic Development Corporation also known as CCEDC One, Inc. In addition all ownership currently held by the City will be transferred to the County in regards to the Seaboard Coastline Railroad Right-of-Way within the unincorporated County, and upon the other terms and conditions as set forth herein.
2. The City hereby authorizes the conveyance of all ownership rights, with the exception of the ability of the City to use the property (the "Property") for water & sewer or other utility projects, to the County for the property more fully described in attached Exhibit B in regards to the

Seaboard Coastline Railroad Right-of-Way in the unincorporated County, which said property was conveyed to the City and the County by CSX Transportation, Inc, dated August 5, 1991 and Recorded October 16, 1991 in Deed Book 538 Page 55 in the office of the Register of Deeds for Colleton County within the unincorporated County, and upon the other terms and conditions as set forth herein.

3. The County hereby authorizes the conveyance of all ownership rights, with the exception of the ability of the County to use the property (the "Property") for water & sewer infrastructure or other utility projects, to the City for the Property more fully described in attached Exhibit B in regards to the Seaboard Coastline Railroad Right-of-Way in the incorporated City limits of Walterboro, South Carolina, which said property was conveyed to the City and the County by CSX Transportation Inc, dated August 5, 1991 and Recorded October 16, 1991 in Deed Book 538 Page 55 in the office of the Register of Deeds for Colleton County within the incorporated City limits, and upon the other terms and conditions as set forth herein.
4. The County Administrator is hereby authorized, empowered, and directed on behalf of the Colleton County Council to execute and deliver a deed for the Property pursuant thereto, and to such other documents as may be necessary or desirable in connection with the conveyance of the Property.
5. The City Manager is hereby authorized, empowered, and directed on behalf of the Walterboro City Council to make payment and to execute and deliver a deed for the Property pursuant thereto, and to such other documents as may be necessary or desirable in connection with the conveyance of the Property.

ADOPTED, this ____ day of _____, 2017.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: _____
Public Hearing: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

LEGAL DESCRIPTION

ORDINANCE # 2017-09

AN ORDINANCE AUTHORIZING THE CITY OF WALTERBORO TO GRANT AN EASEMENT/RIGHT OF WAY TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION OVER PROPERTY ADJACENT TO THE PRESENT RIGHT-OF-WAY OF SOUTH JEFFERIES BOULEVARD (US HWY 17A/SC HWY 63)

WHEREAS, the South Carolina Department of Transportation has requested The City of Walterboro to grant it an easement/right-of-way to place arm on a property currently owned by the City of Walterboro (the site of the proposed Walterboro Discovery Center) where Hampton Street (SC Hwy 63) intersects with South Jefferies Boulevard (US Hwy 17A/SC Hwy 63); and

WHEREAS, the City of Walterboro has agreed to grant this easement/right-of-way to the South Carolina Department of Transportation as the grant of this easement will be beneficial to the Citizens of the City of Walterboro in that it will aid the control of vehicular and pedestrian traffic at said intersection; and

WHEREAS, the City of Walterboro has been fully informed of its right to just compensation for said easement/right-of-way pursuant to the United States Constitution, the Constitution of the State of South Carolina and § 28-2-370 of South Carolina Code of Laws, 1976, as amended.

WHEREAS, the City of Walterboro has agreed to willingly and voluntarily waive its right to receive just compensation for the property and has chosen to donate the easement/right-of-way to the South Carolina Department of Transportation for the consideration of One and 00/100 Dollar (\$1.00) and the benefits that will inure to the Citizens of the City of Walterboro from the placement of said mast arm and the traffic control devises to be placed thereon,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED, AS

FOLLOWS:

That the City of Walterboro grant and convey to the South Carolina Department of Transportation for the above referenced consideration, the following:

An easement and right-of-way over, across and under lands of the City of Walterboro hereinafter described, to install, construct, operate, maintain and repair a mast arm and appliances necessary in conjunction therewith; said easement and right-of-way to be over and across the following described real estate:

All that certain piece, parcel, or tract of land, situate, lying and being in the City of Walterboro, Colleton County, South Carolina, bounded as follows: Northerly by lands of the City of Walterboro and measuring thereon Seven and five-tenths feet (7.5'), more or less; Easterly by present right-of-way of South Jefferies Boulevard and measuring thereon ten feet (10'), more or less; Southerly by lands of the City of Walterboro and measuring thereon Seven and five-tenths feet (7.5), more or less; and Westerly by lands of the City of Walterboro and measuring thereon ten feet (10'), more or less; all of which will more fully appear by reference to the sketch of said easement/right-of-way area attached hereto as Exhibit "A" which is incorporated here as part of this description by reference.

The easement/right of way area is located on a portion of the property conveyed to the City of Walterboro by Bank of Walterboro by deed dated

September 26, 2013 and recorded
September 30, 2013 in RER Book 2159 at
page 10 in the Office of the ROD for
Colleton County, South Carolina.

This easement/right-of-way is located
on a portion of TMS # 163-11-00-223

That the City of Walterboro waive its right to just
compensation for said easement/right-of-way after being
fully informed of its right to just compensation for said
easement/right-of-way pursuant to the United States
Constitution, the Constitution of the State of South
Carolina and § 28-2-370 of South Carolina Code of Laws,
1976, as amended.

That the Mayor and City Clerk of the City of
Walterboro be, and they are, hereby authorized, empowered
and directed on behalf of the City of Walterboro to execute
and deliver said easement/right-of-way, and to execute such
other documents may be necessary or desirable in connection
with the granting of said easement/right-of-way, including
but not limited to the waiver authorized hereinabove.

ADOPTED, THIS _____ DAY OF _____, 2017.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: _____
Public Hearing: _____
Second Reading: _____



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: August 22, 2017
SUBJECT: Brownfields Assessment Grant

In October 2015, the City issued a Request for Qualifications (RFQ) for qualified firms to provide environmental and engineering consulting services in support of the City's brownfields program. The City received proposals from the following firms:

- Cardno, Inc. (Columbia, SC)
- GEL Engineering (Charleston, SC)
- Mid-Atlantic Associates, Inc. (Raleigh, NC)
- Terracon (Columbia, SC)

Cardno, Inc. (Columbia, SC) was selected to prepare the brownfield assessment grant application at no cost to the City. On June 13, 2017, the City of Walterboro was awarded a \$300,000.00 Brownfields Assessment Grant from the United States Environmental Protection Agency (EPA). I recommend selecting Cardno, Inc. (Columbia, SC) to administer the brownfields assessment grant. The total contract is in the amount of \$292,000.00. The entire contract amount will be paid out of the grant with no expense to the City. The remaining \$8,000.00 will go to the City to use for travel and supplies related to the administration of the grant.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachment

This Agreement is made effective September 5, 2017, by and between:

"Cardno"

Name: Cardno, Inc.
Address: 1812 Lincoln Street, Suite 301, Columbia, South Carolina 29201
Phone: 803 929 6059
Representative: Gail Rawls Jeter Email: Gail.Jeter@Cardno.com

"Client"

Name: City of Walterboro, South Carolina
Address: 242 Hampton Street, Walterboro, South Carolina 29488
Phone: (843) 782-1000
Representative: Jeff Molinari, City Manager Email: jmolinari@walterborosc.org

PROJECT NAME (The "Project"): City of Walterboro Brownfields Assessment Project

NOW, THEREFORE, Client hereby engages the services of Cardno and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Cardno shall render the professional services described in Exhibit "A" (hereinafter called the "Services") in accordance with this Agreement. If, in the course of the Project, services beyond the scope described in Exhibit "A" are warranted on the Project based on Cardno's findings, requests by the Client or regulatory agency, or if unforeseen conditions arise, Cardno will notify the Client of the change in scope of the Project and, if agreed to in writing by Client, shall undertake the additional services. All Services will be charged in accordance with Cardno's fee schedule that is included in Exhibit "A".
2. **PAYMENT:** Cardno shall submit monthly invoices to Client for charges based on the Services performed. Invoices shall be paid in full within thirty (30) days of invoice date. Failure to make any payment when due is a material breach of this Agreement and will entitle Cardno, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Notwithstanding the provisions of Paragraph 4, in the event any invoice has not been paid in full within ninety (90) days of the invoice date, Cardno shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely pending payment in full of such invoice(s).
3. **TERMINATION:** Subject to Paragraph 2, this Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. Any such termination, however, will not terminate Cardno's obligations under Paragraphs 9a and 9b hereof nor either party's obligations under Paragraphs 11a and 11b hereof.
4. **SUSPENSION OF SERVICES:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, the Client shall pay Cardno for all Services performed prior to receipt of the notice of suspension. Cardno shall have no liability to Client for delay or damage caused Client because of a suspension of services. Upon resumption of the Project, Cardno shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Cardno may, at its option, terminate this agreement pursuant to Paragraph 3.
5. **FORCE MAJEURE:** Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.
6. **CARDNO'S RESPONSIBILITIES & LIMITATIONS OF WARRANTIES:**
 - a. Cardno shall perform the Services with the reasonable skill and care required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time when and the location in which the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Cardno's performance. **CARDNO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO FINDINGS, RECOMMENDATIONS, SPECIFICATIONS, OR PROFESSIONAL ADVICE. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO THE SERVICES PROVIDED BY CARDNO, NOR SHALL CARDNO WARRANT OR GUARANTEE ECONOMIC, MARKET OR FINANCIAL CONDITIONS, PROFORMA PROJECTIONS, SCHEDULES FOR PUBLIC AGENCY APPROVALS, OR OTHER FACTORS. CARDNO DOES NOT WARRANT THE SERVICES TO ANY THIRD PARTY, AND THE CLIENT SHALL INDEMNIFY AND HOLD HARMLESS CARDNO FROM ANY DEMANDS, CLAIMS, SUITS OR ACTIONS OF THIRD PARTIES ARISING OUT OF CARDNO'S PERFORMANCE OF THE SERVICES.**
 - b. Cardno shall be solely responsible for: a) completion of the Project in accordance with the proposal; b) supervision of Cardno's employees and subcontractor's on the Project; c) keeping accurate records obtained during the course of the Project including well logs, daily field records and other records that are usual for the type of project conducted; d) obtaining and maintaining proper licenses and permits for Cardno's Services; and e) compliance with laws and regulations pertaining to Cardno's employees' wages, hours, fair employment practices, worker's compensation insurance, and similar employer responsibilities.

- c. Cardno specifically disclaims any authority or responsibility and Cardno does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs in connection with or incident to the work of Contractor(s); or for any failure of Contractor(s) to perform their work or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) performing their work.
 - d. Differing Site Conditions: If Differing Site Conditions adversely affect Cardno's performance of services as contemplated by this Agreement, then 1) Cardno shall be permitted to terminate its Services after notifying the Client of such Differing Site Conditions, and 2) if Client wishes Cardno to continue performance of its Services, Client and Cardno shall agree, in writing, to new or modified scope of services and fees provisions under the Agreement to reflect the cost and schedule impact of such conditions. For purposes of this Agreement, "Differing Site Conditions" means physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by Client to Cardno, in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the Project site.
 - e. Cardno shall perform its Services as expeditiously as is consistent with skill and care, but shall not be responsible for delays that may occur that are beyond Cardno's reasonable control.
9. **CLIENT RESPONSIBILITIES:** Client shall be solely responsible for: a) maintaining overall supervision of the Project beyond the immediate scope of Cardno's Services; b) making available to Cardno all of Client's information regarding existing and proposed conditions of the site. The information shall include, but not be limited to: plot plans, hydrologic and geologic data including borings, wells, field or laboratory tests, and written reports. Client will immediately transmit to Cardno any new information which becomes available or any change in plans; c) locating for Cardno and assuming responsibility for the accuracy of any representations as to the locations of all underground utilities, pipelines, tanks and other installations. Cardno will not be responsible for damage to items not so located; d) providing free and unencumbered access to the site for all necessary equipment and personnel during normal working hours; e) as necessary, locating for Cardno the property boundaries and being responsible for accuracy of boundaries and markers; f) retaining ownership of, and responsibility for all contaminated material Cardno located on site or found as a result of the Project and g) obtaining all required and necessary approvals and permits required for the performance of any services by Cardno. Cardno shall be entitled to reasonably rely upon the accuracy and completeness of information, reports, tests, data and recommendations provided by or on behalf of Client.
10. **INDEPENDENT AGENT:** Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.
11. **CONFIDENTIALITY:**
- a. Cardno will maintain in confidence the nature of its Services, as well as all information made available to Cardno by Client during the term of this Agreement or resulting from Services performed by Cardno under this Agreement. The confidential obligation imposed on Cardno by Paragraph 9a, however, will not extend to any such information insofar as, and from such time as Cardno may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its services hereunder (iv) for the purpose of prosecuting or defending any litigation, or (v) Cardno can show by reasonable proof has been in the public domain. Cardno agrees to use information intended to be kept confidential under this Paragraph 9a solely to provide its Services.
 - b. Cardno will require each person it retains to perform services for Client under this Agreement to comply with Cardno's confidential obligations under Paragraph 9a above.
12. **INSURANCE:**
- a. Cardno represents that it carries and will continue during the term of this Agreement to carry at its sole cost Worker's Compensation, Commercial General and Contractual Liability, Automobile Liability, Maritime, Professional Liability and Pollution insurance.
 - b. Certificates of all insurance required of Cardno under this Agreement will be furnished to Client upon request.
13. **INDEMNIFICATION:**
- a. Cardno shall indemnify and hold harmless Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Cardno's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to Cardno in preparation of any report, study or other written document and further provided, however, in no event shall Cardno be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
 - b. Recognizing that state governmental sub-entities may not indemnify, subject at all times to and not waiving any protections under the South Carolina State Tort Claims Act, Cardno and Client shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other

party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. For purposes of this Paragraph, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations. Where any claim results from the joint negligence, gross negligence or willful misconduct by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence or willful misconduct bears to the amount of the total claim attributable to the joint negligence, gross negligence or willful misconduct at issue.

- c. For purposes of this Paragraph 11, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.
- d. Where any claim results from the joint negligence, gross negligence, willful misconduct, or breach of any provision of this Agreement by Client and Cardno, the amount of such damage for which Cardno is liable as indemnitor under this Paragraph 11 shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct, or breach bears to the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct, or breach at issue.

- 14. LIMITATION OF LIABILITIES:** Notwithstanding any other provision in this Agreement, recognizing that state governmental sub-entities may not indemnify, subject at all times to and not waiving any protections under the South Carolina State Tort Claims Act, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of the fees paid to Cardno for the Services or maximum of insurance provided. No claim may be brought against Cardno in contract or tort more than three (3) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

15. DISPUTE RESOLUTION PROCEDURES:

- a. If requested in writing by either the Client or Cardno, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno's right to record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.

- 16. ATTORNEY FEE PROVISION:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. The prevailing party shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

17. ACCESS TO RECORDS:

- a. Client, or its duly authorized representatives, will have access at all reasonable times, during the performance of any the Services and for a period of two (2) years thereafter, to Cardno's books, records and all other documentation pertaining to Cardno's Services under this Agreement. Cardno shall be reimbursed for all personnel labor, materials, and copying costs incurred for any client inspection or audit.
- b. Cardno will preserve for a period of two (2) years after completion or termination of the Services under this Agreement all documents pertaining to Cardno's Services under this Agreement.

18. OWNERSHIP OF DOCUMENTS:

- a. All documents, in any format or media, prepared by or on behalf of Cardno in connection with the Project are instruments of service for the execution of the Project. Cardno shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Payment to Cardno for the Services rendered and pursuant to the payment terms under this Agreement shall be a condition precedent to the Client's right to use any of the documentation prepared by Cardno. Such documents may not be used for any other purpose without the prior written agreement of Cardno. However, upon completion of the Project the Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Cardno in connection with the Project, for the life of said Project.

- b. In the event any of Cardno's documents are subsequently used, reused and/or modified in any respect without Cardno's involvement and oversight, the Client hereby agrees to release, Cardno, its officers, employees, consultants and agents from any arising from the reuse or modification of said documents.
 - c. Further, Cardno cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). The Client hereby agrees to release employees, consultants and agents from any arising from the use of said Electronic Files. Electronic files will remain the property of Cardno and may not be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to any third party without Cardno's prior written consent.
19. **ARCHIVED DATA:** Client agrees to compensate Cardno for all costs associated with archiving the Project data files accumulated as a part of this Agreement. These expenses shall be billed as a reimbursable expense as a part of the final invoice for the Project. Cardno agrees to store and maintain this data for a period of five (5) years. Client agrees to compensate Cardno for any future requests for retrieval or distribution of Archived Data.
20. **NOTICES:** Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.
21. **ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
22. **NON-SOLICITATION:**
- a. Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
 - b. However, notwithstanding the above, this Paragraph shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.
23. **HAZARDOUS MATERIALS:**
- a. Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered subject to any federal or state law regulating such substances or wastes as hazardous.
 - b. Client will disclose to Cardno all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. Client will specifically identify and describe to Cardno all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the services to be performed by Cardno. Client will furnish any additional information requested by Cardno including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. Client authorizes Cardno to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by Cardno.
 - c. **Hazardous Waste and Hazardous Substance Transportation and Disposal:** Hazardous wastes and hazardous substances, as defined by federal and state law, encountered by Cardno, shall be deemed to have been generated by and the property of Client. Cardno's discovery, excavation, handling, packaging, and storing of such wastes shall be as Client's agent and Cardno shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. Client shall be solely responsible for selection of transporters and disposal or treatment sites. Client's EPA number shall accompany all shipments of hazardous wastes and Client shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event Client is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, Cardno is hereby authorized to act as Client's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for Client in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to Client on a time and expense basis.
 - d. Client hereby agrees to comply with all requirements of federal, state, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by Cardno that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that Client or Client's agent is unavailable to make such required report or otherwise fails to do so, Client hereby authorizes Cardno to make reports on its behalf.
 - e. In the event of the discovery of hazardous substances of a nature or in a quantity not revealed by Client to Cardno pursuant to this agreement and referenced incorporated thereto, or any other condition rendering further work pursuant to this agreement unsafe, in violation of law, or reasonably believed to exceed the scope of work agreed to, Cardno reserves the right to suspend work and notify Client. Client agrees to negotiate in good faith with Cardno on revised terms for completion of original agreement or additional services as recommended by Cardno. Notwithstanding the outcome of such negotiations and during such negotiations Cardno shall perform services as it deems necessary to secure the site, place hazardous substances in a safe condition, and comply with applicable laws and regulations on behalf of Client and shall be compensated by Client as specified herein.
24. **ATTRIBUTION/PROMOTION:** Cardno shall have the right to include photographic or artistic representations of the design of the Project

among Cardno's promotional and professional materials. Cardno shall be given reasonable access to the completed Project to make such representations. However, Cardno's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Cardno in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Cardno in the Owner's promotional materials for the Project.

25. **WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
26. **GOVERNING LAW:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.
27. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
28. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Cardno, Inc.

City of Walterboro, South Carolina

By: _____

By: _____

Print Name: Joseph Morici

Print Name: Jeff Molinari

Title: Brownsfield Practice Group Leader

Title: City Manager



Professional Services Agreement EXHIBIT A – SCOPE OF SERVICES

Cardno Project ID: [Project ID]

This Exhibit details the Services, Schedule, Contract Price, Additional Conditions and Additional Attachments forming part of the Professional Services Agreement, dated September 5, 2017

Services: Cardno shall perform the following Services (hereafter "Services"):

Cardno will provide Brownfields assessment services in accordance with the scope of work detailed in the attached Exhibit B and the approved EPA Brownfields Assessment Cooperative Agreement Work Plan and Terms and Conditions. .

Est. Time Commencement Date: October 2, 2017
Estimated Completion Date: September 30, 2020

Contract Price: Subject to the terms of the Professional Services Agreement, dated September 4, 2017, and below, Client will compensate Cardno as follows:

Cardno will invoice monthly on a not-to exceed Time & Materials basis per the prevailing rate schedule (attached as Exhibit C- Cardno Labor Rate Sheet). Rates may increase no more than three percent on an annual bases. Expenses will be invoiced at cost plus 15%. Total compensation will not exceed \$292,000.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by any government entity on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Cardno shall submit to the Client in a timely manner, documentation of the revisions to Exhibit "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for services are based on Cardno's Labor Rate Sheet - 2017 ("Rate Schedule"). The Rate Schedule is subject to escalation from time to time, as noted in Contract Price above.

Cost Estimate: Any opinion of costs of construction prepared by Cardno is supplied only for the general guidance of the Client. Cardno has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. Cardno's preparation of Cost Estimates are made on the basis of Cardno's experience and judgment and are Cardno's opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to Client. Cardno does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.

Reimbursable Expenses: As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the Cardno fee schedule.

Additional Attachments: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Exhibit B- Statement of Work
Exhibit C - Rate Schedule

EXHIBIT B

Services:

Cardno anticipates performing the following tasks in implementing's the City of Walterboro's Brownfields Assessment Grant (Grant) awarded by the United States Environmental Protection Agency (EPA) on August 10, 2017. All work performed and tasks completed will in accordance with the City's approved EPA Work Plan and the Terms and Conditions of the Cooperative Agreement for the Brownfields Assessment Project.

TASK 1 -PROJECT MANAGEMENT AND REPORTING

\$12,000

Cardno will assist the City in the management of this project in accordance with the Work Plan and all required statutes, circulars, and terms & conditions, including establishment and maintenance of necessary cooperative agreement records and files; financial management, project oversight, attendance at necessary project meetings, and attendance at EPA conferences and/or meetings and conferences deemed appropriate by the City. Cardno will help the City facilitate and participate in a project Kick-off Meeting and will complete and submit quarterly progress reports, Disadvantaged Business Enterprise (DBE) Reports, Property Profile Forms, Federal Financial Reports (FFRs / SF-425), and a Final Technical Report. Further, we will update the ACRES database with information at appropriate times in the assessment process.

TASK 2 - COMMUNITY INVOLVEMENT/ENGAGEMENT

\$17,500

Cardno will develop a Community Involvement Plan (CIP) in accordance with guidance provided in the EPA's "Preparing Your Brownfields Community Plan: Involving Your Community" resource document. The CIP will identify characteristics of the community, timing and methods of seeking input, methods of communicating progress and education/information sharing.

The plan will describe the community and appropriate methods of seeking input, methods of communicating progress and education/information sharing for Walterboro. The CIP will be consistent with the Assessment Grant Proposal and include the partners and community-based organizations identified in our proposal to ensure that community concerns are considered in assessment planning and execution, and the public is kept informed of project progress and results and to encourage public involvement in the project. Cardno will then support the City in the implementation of the CIP.

TASK 3 - SITE ASSESSMENT

\$236,000

Cardno will develop a formal Brownfields Site Inventory if determined necessary by the City and Brownfields Task Force. Utilizing either the formal inventory or the current informal one that was compiled in preparing the grant application, Cardno will assist the City and Brownfields Task Force identify and set priorities for sites that require environmental assessment and/or are being targeted for redevelopment. Environmental Site Assessments (ESA), including but not limited to the following types of assessments, will then be conducted on high-priority sites.

Phase I ESAs

The American Society for Testing & Materials (ASTM) Standard Practice for Environmental Site Assessment (E-1527-13, or appropriate standard at the time of completion) and EPA's All Appropriate Inquiry (AAI) Rule will be followed on each of the selected parcels in the study area. The focus of assessments will be collection and reporting of information in evaluating business environmental risk in a commercial real estate transaction, rather than solely assisting in satisfying base due diligence issues under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Cardno anticipates the completion of up to ten (10) Phase I ESAs [four (4) petroleum and six (6) hazardous substances].

Phase II ESAs

Based upon the results of the Phase I ESAs, we will conduct Phase II ESAs under the direction of the City on the highest priority sites. The Phase II ESA is an effort to characterize the

occurrence, distribution, nature and extent of petroleum and hazardous compounds in soil and groundwater at a property through site specific sampling and analysis. At the start of the project and as required by EPA Region 4, we will update the previously approved Generic Quality Assurance Project Plan (QAPP) to include procedures for assessing and handling media contaminated with both hazardous and petroleum substances (overlapping hazardous and petroleum grants). Prior to conducting Phase II ESA field activities, we will prepare Site-specific QAPP Addenda (as necessary), which will include the site-specific Sampling and Analysis Plan (SAP), and an OSHA-compliant Health and Safety Plan (HASP) for each site. The results of any Phase II ESA investigation will be documented in a Phase II ESA Report. Cardno anticipates completing up to seven (7) Phase II ESAs [four (4) hazardous substances and three (3) petroleum]. Other eligible environmental assessments will also be completed upon request and approval.

Federal Cross Cutting Requirements

Cardno will ensure all project activities will comply with Federal cross-cutting requirements. These requirements include but are not limited to OSHA Worker Health & Safety Standard 29 CFR 1910.120; National Historic Preservation Act (NHPA), Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

TASK 4 - CLEANUP PLANNING

\$26,500

The ultimate goal for redevelopment is to provide potential site developers and/or other stakeholders with documents that quantify and qualify the environmental risks on a particular property. Subsequent to assessment activities, Cardno will develop remediation and cleanup plans on property(ies) determined to be the highest priority, as necessary and as funding allows. These activities will include the development of an Analysis of Brownfield Cleanup Alternatives (ABCA). The purpose of the ABCA is to identify potentially applicable remediation alternatives and estimating the nature, extent, duration, and cost of implementing site remediation activities. Data collected from site assessment activities in conjunction with any other data available for the property(ies) will be used as the basis for evaluating potential remedial alternatives. ABCA(s) developed for properties assessed under this grant will be submitted to EPA and SCDHEC for review and approval. Cardno anticipates completing up to five (5) ABCAs.

Points of Contact:

Contractor:

Gail Rawls Jeter
Project Manager
Cardno
1812 Lincoln Street, Suite 301
Columbia, South Carolina 29201
(803) 929-6059
Facsimile: (803) 851-1328
Gail.Jeter@Cardno.com

Client:

Jeff Molinari
Manager
City of Walterboro
242 Hampton Street
Walterboro, South Carolina 29488
(843) 782-1011
Facsimile: (843) 549-9795
jmolinari@walterborosc.org

Exhibit C – Rate Schedule



2017 CONSULTING SERVICES RATE SCHEDULE

LABOR RATES	
CLASSIFICATION	RATE
EXPERT WITNESS	\$270
PROJECT DIRECTOR	\$190
BROWNFIELDS SPECIALIST III	\$180
PROJECT MANAGER / GEOLOGIST / ENGINEER IV	\$150
PROFESSIONAL GEOLOGIST / ENGINEER	\$145
ENVIRONMENTAL SCIENTIST III	\$130
GEOLOGIST / ENGINEER III	\$125
LANDSCAPE ARCHITECT II	\$125
3 MAN SURVEY CREW	\$125
PLANNER II	\$120
GIS SPECIALIST II	\$115
GEOLOGIST / ENGINEER II	\$110
BROWNFIELD SPECIALIST II	\$110
INSPECTOR (ASBESTOS, LEAD) I	\$110
DESIGNER II	\$110
ENVIRONMENTAL SCIENTIST II	\$105
PLANNER I	\$100
GIS SPECIALIST I	\$95
2 MAN SURVEY CREW	\$95
GEOLOGIST / ENGINEER I	\$90
ENVIRONMENTAL SCIENTIST I	\$90
LANDSCAPE ARCHITECT I	\$85
CAD OPERATOR/DRAFTSMAN II	\$85
DESIGNER I	\$75
FIELD TECHNICIAN III	\$75
BROWNFIELD SPECIALIST I	\$75
INSPECTOR (ASBESTOS, LEAD) I	\$70
BROWNFIELDS ADMINISTRATOR	\$70
FIELD TECHNICIAN II	\$65
CAD OPERATOR/DRAFTSMAN I	\$60
CLERICAL	\$60
FIELD TECHNICIAN I	\$55
TECHNICAL SUPPORT	\$55
INTERN	\$40



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: August 15, 2017
SUBJECT: 300 Hampton Street

City Staff is going to manage the renovations to 300 Hampton Street. The FY 2017-2018 General Fund budget allocated \$25,000.00 for the renovations. The projected cost of the improvements is **\$100,000.00**. Staff respectfully requests using \$50,000.00 from the General Fund balance and \$25,000.00 in reserve in the Water & Sewer Enterprise Fund to finance the remainder.

<u>Item</u>	<u>Estimate</u>
Electrical/Lighting	\$7,000.00
Plumbing	\$1,500.00
PRTC	\$6,000.00
Flooring	\$25,000.00
Cabinetry, swing gate doors and trim	\$19,000.00
Interior Shutters	\$5,000.00
General Construction Labor	\$19,000.00
Demolition	In-House
TV, Bike Racks, Signage	\$2,500.00
Doors	\$10,000.00
Contingency	<u>\$5,000.00</u>
Total	\$100,000.00

If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Memorandum

To: Jeff Molinari, City Manager
From: Wade Marvin, City Police Chief
Re: Mutual aid agreement
Date: 08/29/2017

Mutual aid agreement with City of Charleston

Members of The Walterboro City Police Department recently attended a Chief's conference in Charleston. One of the topics dealt with managing mass demonstrations and other large scale events. One major component that we learned is to have An Assistance and Support Agreement with a larger Police Department with more resources. The availability of equipment, personnel, and experience is priceless in a large scale event. We were contacted several months ago about joining the Charleston City Police Department in such an agreement. I feel that this agreement would be beneficial to the City of Walterboro in many ways. I would like your favorable consideration to enter into this contract with the City of Charleston Police Department. A copy of the agreement is attached.



Wade B Marvin
Police Chief

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
COUNTY OF CHARLESTON) ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this ____ day of _____, 2017, by and between the **CITY OF CHARLESTON POLICE DEPARTMENT** and the **CITY OF WALTERBORO**.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides that counties, incorporated municipalities, or other political subdivisions of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, patrol services, crowd control, traffic control and safety and other emergency service situations; and

WHEREAS, the parties desire to enter into such an agreement for the purpose of assisting one another in the proper provision and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law, and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Statement of Specific Services and Procedures for Requesting Assistance

A. Assistance: The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

1) Public Safety Functions include, but are not limited to:

- a) multi-jurisdictional task forces;
- b) criminal investigations (including, but not limited to, investigations relating to illegal narcotics and narcotics related activities);
- c) patrol services;
- d) crowd control;
- e) traffic control;

f) other emergency service situations.

2) Other Emergency Service Situations include, but are not limited to:

- a) riot or disorder;
- b) natural disasters;
- c) mass processing of arrests;
- d) transporting prisoners;
- e) operating temporary detention facilities; and
- f) vehicular pursuits.

B. Procedure for Requesting Assistance

1) Request. A request for assistance shall only be made by the head of the head of the requesting law enforcement agency or his or her designee. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

2) Reply. A reply to any request for assistance shall only be made by the head of the assisting law enforcement agency or his or her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Procedures When Assisting

1) Officer in Charge. The personnel transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the lawful orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

2) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

3) Release. The assisting law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested services prior to being released.

D. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, for purposes of investigation, arrest or any

other activity related to the purpose for which they were requested, assisting officers assigned under this agreement shall be vested with the same jurisdiction, authority, powers, privileges, immunities, rights and duties to enforce laws of the State of South Carolina and/or the laws of the requesting agency's jurisdiction, as officers of the requesting agency.

II. Financial Issues.

A. Compensation and Reimbursement.

1. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.
2. The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of crime in their respective jurisdictions.
3. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

B. Costs and Expenses. Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

C. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

III. Arrangements for use of Equipment and Facilities.

A. Supply and Provision of Equipment and Facilities. Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide the facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.

B. Damage to Equipment. Each party shall bear the risk of its damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss.

IV. Records and the Processing of Requests Pursuant to the Freedom of Information Act.

A. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain its own personnel and other usually kept records as to its assigned officers. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without costs.

B. Processing Freedom of Information Act Requests. Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

V. Legal Contingencies.

A. Lawsuits and Payment of Damages Arising from Provided Services. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

B. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

VI. Stipulation Regarding Control Over Assisting Agency's Personnel.

A. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

B. Control. Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

C. Employment Status. Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this agreement shall be the employees of the law enforcement agency requesting such assistance.

VII. Term, Duration, Modification and Termination.

A. Term and Duration. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

B. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

C. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

VIII. General Provisions.

A. Responsibility to Respective Governing Bodies Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

B. Severability. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall still remain in full force and effect.

C. Binding Successors in Office. All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

City of Charleston:

Witness

Chief Gregory Mullen

Witness

Mayor John Tecklenberg

City of Walterboro:

Witness



Chief Wade Marvin

Witness

Mayor William T. Young Jr.

8-23-17

135 Paul St.
843-635-2919

To the City of Walterboro's Manager: Jeff Molinari

I Jeb Smoak would like to request to be added to the next city council meeting bracket. I would like to discuss being able to continue keeping my birds on our property on Paul St. As well as, discussing the city protecting the feral peacocks which have bred, and come to be at home in the city limits. There are many pros to the city protecting these marvelous birds! I will greatly appreciate this meeting!

Sincerely: Jeb Smoak



WALTERBORO-COLLETON
CHAMBER OF COMMERCE

Mayor Young
Walterboro City Council
242 Hampton Street
Walterboro, SC 29488

RE: Fall Festival

Mayor Young and City Councilmen,

On October 28, 2017 beginning at 8:00 A.M., the Walterboro-Colleton Chamber of Commerce would like to host a Fall Festival. We respectfully request the street closure of Hampton Street from Jefferies to Memorial as well as use of the City Parking lot. This event will last from 8:00 A.M to 3:00 P.M.

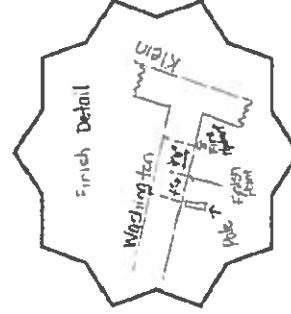
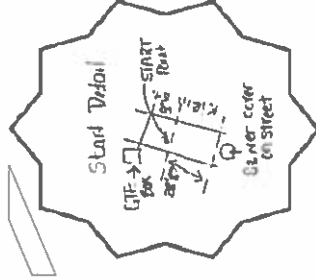
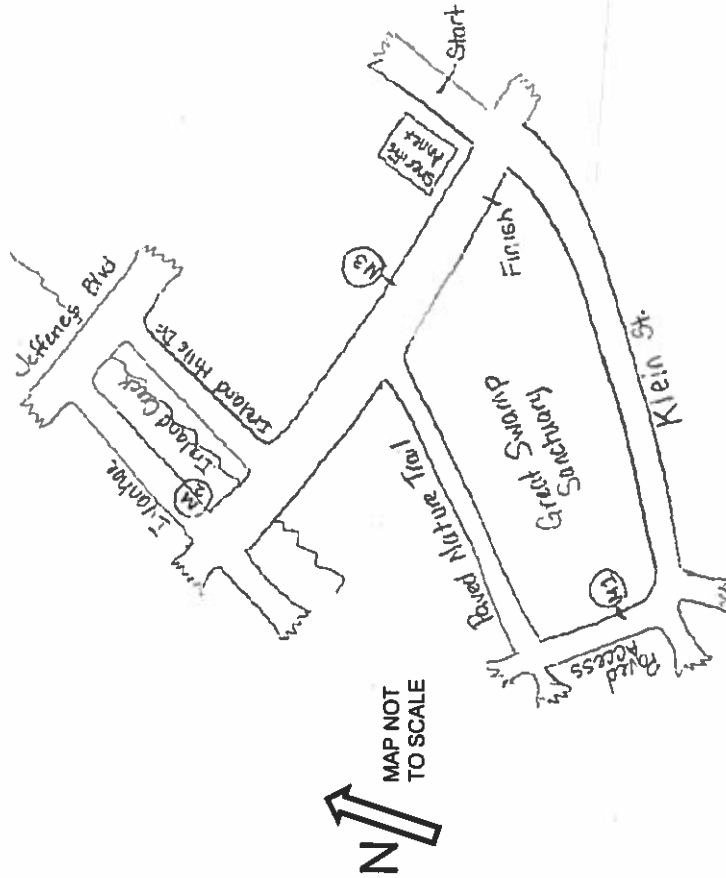
We are also planning to have a 5k run/walk.

Registration will be in the county parking lot from 7:00 – 7:45 A.M.

The event will last from 8:00 – 9:30 A.M. The race will start by the Sherriff's annex building, go down Klein Street entering into the Walterboro Wildlife Sanctuary, continuing through the sanctuary turning left onto Washington Street, passing over Ireland Creek turning right onto Ivanhoe Road, Ivanhoe Road turning right onto Jefferies Blvd., crossing over Ireland Creek Bridge and turning right onto Ireland Hills Drive, continuing on Ireland Hills Drive turning right onto Washington Street. This is where the race will end. Jeffrey Herndon is heading up this event for the WCCC. We appreciate you taking the time to consider this race for our community. We believe this is a great opportunity for our community to come out and enjoy our city! Please feel free to contact me or Michelle Strickland with any questions or concerns.

Regards,

Jeremy Ware
President
Walterboro-Colleton
Chamber of Commerce



Location of Key Points

START: On Klein St. in the County Square Point is 38'8" Northeast of a sewer cover In street and 8' Southwest of GTE cable box #120207P205.

1 MILE: On access trail from Mayfield Park Parking lot. Point is 346' Northwest of parking lot.

2 MILE: On Ivanhoe beside Ireland Creek. Point is 89' Northeast of Washington St.

3 MILE: On Washington St. near County Maintenance Bldg. Point is 19'10" North-East of SCE&G pole #172102 and 200' Southwest of a GTE buried cable box.

FINISH: On Washington St. Point is 4'6" Northwest of a fire hydrant and 4' south-East of GTE Pole # 8-88.