

Telephone: 843-549-2545

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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  
Public Hearing and Regular Meeting  
March 8, 2011  
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 # 2011-03, An Ordinance to Amend the Code of Ordinances of the City of Walterboro, So As to Clarify and Strengthen the Ordinance as Related to Nuisance and Procurement Appeal Procedures and to Encourage Women and Minority Owned Businesses to Submit Bids and Qualifications to City Request.

### IV. Old Business:

1. Ordinance # 2011-03, An Ordinance to Amend the Code of Ordinances of the City of Walterboro, So As to Clarify and Strengthen the Ordinance as Related to Nuisance and Procurement Appeal Procedures and to Encourage Women and Minority Owned Businesses to Submit Bids and Qualifications to City Request, Second Reading and Adoption (Ordinance attached).
2. Discussion of Potential Uses of CDBG Funds, Michelle Knight, Lowcountry Council of Governments.
3. Consideration of Appointments to the City's Boards and Commissions (Summary sheet attached).

### V. New Business:

1. Resolution No. 2011-R-06, Fair Housing Month, April 2011, and Nondiscrimination Policy (attached).
2. Approval of Subrecipient Agreement Between Beaufort County/Lowcountry Regional Home Consortium and the City of Walterboro and Acceptance of HOME Consortium Award in the Amount of \$168,750 (Agreement attached).

**V. New Business (Cont):**

3. Funding Recommendation from the Accommodations Tax Advisory Committee (Attached).
4. Request to Use City Parking Lot May 21, 2011 for Waltherboro Police Week Event and Permission to Hang Informational Banner May 15-21, 2011.
5. Requests by the Friends of the Great Swamp Sanctuary for Special Guest Visit by Mr. Rudy Mancke on March 12, 2011 (Letter attached).

**VI. Committee Reports:**

**VII. Executive Session:**

1. Discussion incident to proposed contractual arrangements.

**VIII. ADJOURNMENT.**

-two column display ad (2.x3) with City logo at top.

The Press & Standard: run Friday, March 4, 2011.

The Colletonian - run Saturday, March 5, 2011.

## **PUBLIC HEARING NOTICE**

Walterboro City Council will hold a public hearing on Tuesday, March 8, 2011, at 6:15 P.M. in Council Chambers of City Hall, 242 Hampton Street, to receive comments on the following ordinance:

**Ordinance # 2011-03**, An Ordinance to Amend the Code of Ordinances of the City of Walterboro, So As to Clarify and Strengthen the Ordinance as Related to Nuisance and Procurement Appeal Procedures and to Encourage Women and Minority Owned Businesses to Submit Bids and Qualifications to City Request.

Copy of this ordinance is available in the City Manager's Office. 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 (549-2545) for additional information or for disabled persons needing auxiliary aids. Please give at least 24 hours notice if auxiliary aids are required.

ORDINANCE # 2011-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WALTERBORO, SO AS TO CLARIFY AND STRENGTHEN THE ORDINANCE AS RELATED TO NUISANCE AND PROCUREMENT APPEAL PROCEDURES AND TO ENCOURAGE WOMEN AND MINORITY OWNED BUSINESSES TO SUBMIT BIDS AND QUALIFICATIONS TO CITY REQUEST.

WHEREAS, the improvements have been identified that strengthen the Code of Ordinances; and

WHEREAS, the following changes to the Code of Ordinances clarify portions of the Code,

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Walterboro, in Council Assembled, that the following amendments to the Code of Ordinances will become effective upon passage of this ordinance:

Chapter 14. Environment, Article III. Nuisances is hereby amended as follows:

By adding the following at the end of *Hearing Board* in Sec. 14-51. Definitions: "The Building Board shall hear appeals of Sec 14-52 (d) (2)."; and,

By adding Sec. 14-58 (g) which shall state: "Appeal procedures for violations of Sec. 14-52 (d) (2) shall be as set out in the International Property Maintenance Code, as amended by the City Code".

Chapter 2. Administration, Article X. Procurement is hereby amended as follows:

By adding the following as the next Section after Sec. 2-251:

**"Sec. 2-252** Right to protest; procedure; duty and authority to attempt to settle; administrative review; stay of procurement.

(a) Right to Protest; Exclusive Remedy.

(1) A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the

solicitation of a contract shall protest to the Director of Finance and Administration within three days of the date of issuance of the Invitation For Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Request for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this code. The written protest must set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

(2) Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Finance and Administration within three days of the date the award or notification of intent to award, whichever is earlier, is posted in accordance with this code; except that a matter that could have been raised pursuant to paragraph (1) above as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. The written protest must set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

(3) The fee required for a vendor to protest the solicitation of a contract pursuant to paragraphs (1) above or (2) above is 1% of the estimated dollar amount of the contract or the recommended award, whichever is greater, up to a maximum of \$5,000. The fee must accompany the appeal documents. Only a check or money order will be accepted. The appeal fee will be returned if the appeal is found meritorious and relief is granted to the appellant. The appeal fee will not be returned if the appeal is denied.

(4) The rights and remedies granted in this article to bidders, offerors, contractors, or subcontractors, either actual or prospective, are to the exclusion of

all other rights and remedies of the bidders, offerors, contractors, or subcontractors against the City.

(b) Duty and Authority to Attempt to Settle Protests. Before commencement of an action in court concerning the controversy, the Director of Finance and Administration may attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The City Manager has the authority to approve any settlement reached by mutual agreement.

(c) Decision. If, after reasonable attempt and within five days of receipt, a protest cannot be settled by mutual agreement, the Director of Finance and Administration shall issue a decision in writing within ten days of completion of the review. The decision must state the reasons for the action taken.

(d) Notice of Decision. A copy of the decision must be sent by certified mail to the protestor at the address provided in the protest or bid form first submitted.

(e) Finality of Decision. A decision is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests in writing a further administrative review by the City Manager within three days receipt of the notice of the decision or attempted delivery via certified mail of said notice of decision to the address on the bid form first submitted. The City Manager, after review of the documents and such other information as he shall request, shall provide a written decision sent to the protestor by certified mail. Notwithstanding any other provision of law, the decision of the City Manager is final as to administrative review and may be appealed only to the Circuit Court.

(f) Automatic Stay of Procurement During Protests. In the event of a timely protest the City shall not proceed further with the solicitation or award of the contract until five days after delivery of the notice of the decision or attempted delivery via certified mail of said notice of decision to the address on the bid form first submitted, or, in the event of timely appeal to the City Manager, until a decision is rendered by the City Manager except that

solicitation or award of a protested contract is not stayed if the Director of Finance and Administration, after consultation with the City Manager, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the City.”; and,

**Sec. 2-236** is hereby amended by adding the following after the words “alternate bid” at the end of the second to last sentence in paragraph (d):

“and shall encourage women and minority owned business to submit a bid”; and,

**Sec. 2-237** is hereby amended by adding the following after the words “the project” in the second sentence in paragraph (c):

“, encourage participation by women and minority owned businesses”.

DONE, this 8<sup>th</sup> day of March, 2011.

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William T. Young, Jr.  
Mayor

ATTEST:

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Betty J. Hudson  
City Clerk

First Reading: February 22, 2011  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

**2011 CITY BOARD AND COMMISSION APPOINTMENTS**

**March, 2011**

NAME OF COMMISSION	NUMBER OF POSITIONS UP FOR APPOINTMENT	COMMISSION TERM IN YEARS	INCUMBENT COMMISSION MEMBER	INCUMBENT COMMISSION MEMBER WISHES TO BE REAPPOINTED		COMMENTS
				Yes	No	
ACCOMMODATIONS TAX BOARD	2	3 yrs.	Leon Langley William Richardson	Yes Yes		
BOARD OF ZONING APPEALS	2	3 yrs.	Thomas J. McDaniel Paul Hinson	Yes	Resigned	
BUILDING BOARD	3 (1 unexpired term)	4 yrs.	Thomas Berry R. Leslie Igoe Jessie Fields(deceased)	Yes	No --	R. Leslie Igoe works out of state; unable to reach.
CITY APPEARANCE BOARD	3	4 yrs.	Virginia Saunders Dave Harris Helen Bodison		Resigned Yes Yes	Resigned due to health reasons.
ECONOMIC DEVELOP. COMMISSION	4	4 yrs.	Peden McLeod Eduardo Dominguez Eugene M. Kaiser Marvin Jones, III	Yes Yes Yes Yes		



NAME OF COMMISSION	NUMBER OF POSITIONS UP FOR APPOINTMENT	COMMISSION TERM IN YEARS	INCUMBENT COMMISSION MEMBER	INCUMBENT COMMISSION MEMBER WISHES TO BE REAPPOINTED Yes      No	COMMENTS
GREAT SWAMP SANCTUARY COMMISSION	6	4 yrs.	Joseph Hamilton David Soliday Tony Beber Robert Abernathy W. Harry Cone, Jr. Jim Wescott	Reappoint Reappoint Reappoint Reappoint Reappoint Reappoint	Jeff Lord recommends - reappoint all members.
HISTORIC PRESERVATION COMMISSION	3	2 yrs.	*Mary Corbett Faye Brooks Linda Godley	- Yes	*Cannot reappoint, has served 4 terms per City Code.
TREE PROTECTION COMMITTEE	2	2 yrs.	Carol Marshall Michael Ferrari	Yes Yes	

**RESOLUTION NO. 2011-R-06**

**FAIR HOUSING RESOLUTION**

**WHEREAS**, April 11, 2011 marks the 43<sup>rd</sup> anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and the State of South Carolina enacted the South Carolina Fair Housing Law in 1989, that both support the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

**WHEREAS**, the City of Walterboro is committed to addressing discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

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

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

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Walterboro, South Carolina does hereby designate April 2011 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 8<sup>th</sup> day of March, 2011.

\_\_\_\_\_  
William T. Young, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Betty J. Hudson  
Municipal Clerk

Adopted this 8<sup>th</sup> day of March, 2011 and published in \_\_\_\_\_ on \_\_\_\_\_.

# **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) 549-2545 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).



## Lowcountry Council of Governments

Phone (843) 726-5536  
Fax (843) 726-5165  
Email: [office@lowcountrycog.org](mailto:office@lowcountrycog.org)  
Website: [www.lowcountrycog.org](http://www.lowcountrycog.org)

P.O. Box 98  
Yemassee, SC 29945-0098  
Delivery Address: 634 Campground Rd.  
Office at Point South: I-95 Exit 33 at US Hwy. 17

Lowcountry Regional Development Corporation \* Lowcountry Workforce Investment Area  
Lowcountry Economic Development District \* Lowcountry Regional HOME Consortium  
Lowcountry Aging & Disability Resource Center / Area Agency on Aging

March 2, 2011

Jeffrey V. Lord  
Manager, City of Walterboro  
PO Box 709  
Walterboro, SC 29488

Dear Mr. Lord:

It is the pleasure of the Beaufort County/Lowcountry Regional HOME Consortium to announce the award of \$150,000 in HOME funds and \$18,750 in local match to the City of Walterboro to rehabilitate approximately 16 owner occupied housing units in the City of Walterboro, SC. A subrecipient agreement will be forwarded to you. The Environmental Review was done in the CDBG portion of this project. We send an affirmation of that review to HUD.

Congratulations on your award! If you have any questions or comments concerning this award, please give me a call.

Sincerely,

Barbara A. Johnson  
Affordable Housing Manager  
Beaufort County/Lowcountry Regional HOME Consortium

## **AGREEMENT BETWEEN**

### **BEAUFORT COUNTY/LOWCOUNTRY REGIONAL HOME CONSORTIUM AND CITY OF WALTERBORO**

THIS AGREEMENT, entered this \_\_\_\_\_ day of March 2011 by and between Beaufort County/Lowcountry Regional HOME Consortium (herein called the “Grantee”) and City of Walterboro (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received a direct allocation of funds from the United States Government under Title II of the National Affordable Housing Act of 1990, specifically the HOME Investment Partnership Program, (HOME); and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **I. SCOPE OF SERVICES**

##### **A. Activities and Project Description**

City of Walterboro will rehabilitate approximately 16 owner occupied houses. The houses are located in the Doodle Hill Neighborhood of the city. HOME funds will be used along with CDBG funds towards the rehabilitation of the units. The project will benefit approximately 37 people, 100% are low to moderate income qualifying. All units will be brought up to the City of Walterboro’s codes.

#### **GENERAL ADMINISTRATION**

Under this Subrecipient Agreement it is the intent of the Grantee to limit its responsibilities associated with the HOME Grant to those administrative duties related to providing the HOME funds to the Subrecipient. All responsibilities for the expenditure of HOME funds and carrying out of the project are to be assigned to the Subrecipient by this Agreement.

The Subrecipient accepts responsibility for the general administrative requirements and special conditions associated with utilization of these HOME Grant funds, including but not limited to project oversight, financial management, and project management and maintenance education prior to project completion.

##### **B. National Objectives**

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the HOME Program’s National Objective – affordable housing assistance to benefit low-to-moderate income persons – as defined in 24 CFR Part 21:1.

##### **C. Levels of Accomplishment**

In addition to the general administrative and project management services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

- 1) Rehabilitate approximately 16 single family detached homeownership housing units in the city.
- 2) Completion date for this project is projected as March 2013.

**D. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall begin March 2011 and end in March 2013. The term of this agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds or other assets.

**III. PROGRAM BUDGET (if more than one (1) activity is to be undertaken, attach separate budgets and a summary program budget to include all program activities and other funding sources).**

<b>CONSTRUCTION COST – TOTAL REHAB</b>	
<b>(including Rehab Specialist and Lead Inspections)</b>	
<b>16 UNITS</b>	<b>TOTAL \$168,750</b>
	<b>HOME FUNDS: \$150,000</b>
	<b>LRHC LOCAL MATCH: \$ 18,750</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content as prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Contract shall not exceed \$168,750 for 16 units.

Proposed adjustments increasing this figure constitute an amendment to this contract and must be approved in advance by the Grantee. These funds represent a portion of the estimated total project cost and they should be expended only for eligible activities

consistent with other contracts for work associated with this project. Progress draw downs for the payment of eligible expenses shall be made against the line item budgeted for the activities described in I.A. Scope of Services and specified in Paragraph III herein and in accordance with performance. Expenses for general administration relating to this project are not eligible.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards in OMB Circular A-110.

**V. NOTICES**

Communication and details concerning this Contract shall be directed to the following contact representatives:

**GRANTEE**

Barbara A. Johnson, Affordable Housing Manager  
Lowcountry Regional HOME Consortium  
PO Box 98  
Yemassee, SC 29945  
(843) 726-5536

**SUBRECIPIENT**

Jeffrey V. Lord  
City of Walterboro  
PO Box 709  
Walterboro, SC 29488  
(843) 549-2545

**VI. SPECIAL CONDITIONS**

Houses to be rehabilitated with HOME funds will be owner occupied. Assistance will be given in the form of a forgivable loan. The forgivable loan does not have to be repaid provided the recipient continues to own the property for five (5) years. Exceptions to this condition are as follows:

- a) If the property is sold within five (5) years of the rehabilitation work being completed.
- b) In the event of the death of a recipient prior to five (5) years following completion of the rehabilitation work if the property is not passed on to another CDBG eligible person.
- c) In the event the property changes from owner occupied to rental and the tenants are not LMI or if the property changes to non-residential.

If any of the above exceptions occur the following repayment schedule will be enforced.

sold within 12 months	100% of grant repaid
sold within 13-24 months	80% of grant repaid
sold within 25-36 months	60% of grant repaid
sold within 36-47 months	40% of grant repaid
sold within 48 -59 months	20% of grant repaid
sold after 60 months	No payback

The Subrecipient will protect its interest, the interest of the HOME Consortium, and HUD's interest by filing a Restrictive Covenant for any HOME funds provided.

**SEE ATTACHMENT A** (Sample Restrictive Covenant)

**VII. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of 24 CFR, Part 92, July 12, 1995 (the Housing and Urban Development regulations concerning the HOME Program). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workman's Compensation insurance as the Subrecipient is an independent subrecipient.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workman's Compensation**

The Subrecipient shall provide Workman's Compensation insurance coverage for all of its employees involved in the performance of this contract.

**E. Insurance and Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

**F. Grantor Recognition**

The Subrecipient shall insure recognition of the role of the grantor agency, U.S. Department of Housing and Urban Development (HUD), in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.



## **G. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their respective obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

## **H. Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Section I.A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under the Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by laws. In the event there is probable cause to believe the Subrecipient is in non-compliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

1. **Accounting Standards** – The Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Cost Principles** – The Subrecipient shall administer its program in conformance with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

Governments”, and OMB Circular A-87. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

**1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and other applicable subsections that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meets the National Objective of the HOME program
- Records required to determine the eligibility of activities
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance
- Records documenting compliance with the fair housing and equal opportunity components of the HOME program
- Financial records as required by 24 CFR Part 92.508 and OMB Circular A-110
- Other records necessary to document compliance with Subpart K of 24 CFR 570
- Environmental Assessment records 24 CFR 92.353 as applicable to each proposed activity, related HUD authorities: 24 CFR parts 50 and 58.

**2. Retention**

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

**3. Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

**4. Disclosure**

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited by the Freedom of Information Act (FOA)

unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**5. Property Records**

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

**6. Close-Outs**

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

**7. Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor Agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor Agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-128.

**C. Reporting and Payment Procedures**

**1. Program Income**

NOT APPLICABLE

**2. Indirect Costs**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

**3. Payment Procedures**

The Grantee will pay to the Subrecipient funds available under this Contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the

Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

The Subrecipient will request a drawdown of needed funds by submitting a request for payment to the Grantee. The Subrecipient will make this request at least two (2) weeks in advance of need.

Funds must be disbursed by the recipient within fifteen (15) business days of receipt. The Subrecipient agrees that it will return to the recipient any unexpended grant funds provided by the Grantee under this Agreement.

4. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the Grantee beginning July 5, 2011.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular 1-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Travel

NOT APPLICABLE

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in section 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a

HOME-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences, as described in 24 CFR 92.353.

**X. PERSONAL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 Title 1 of the Housing and Community Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

**2. Nondiscrimination**

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting for the provisions of this nondiscrimination clause.

**3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 92.254,255, and 256. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**4. Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Affirmative Action**

**1. Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

**2. W/MBE**

The Subrecipient will use its best effort to afford minority – and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Access to Records**

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purpose of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**4. Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**5. EEO/AA Statement**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient state that it is an Equal Opportunity or Affirmative Action employer.

**6. Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs X.A. Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

**C. Employment Restrictions**

**1. Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

**2. Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 USC 276(a)-276(a)(5); 40 USC 327 and 40 USC 276(c); and all other applicable Federal; state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees per requirements of 24 CFR 92.354 that, except with respect to the rehabilitation or construction of residential property containing less than eleven (11) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulation of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if any wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**3. “Section 3” Clause**

**a. Compliance**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s Subrecipients and contractors, their successors and assigns, to these sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this agreement:

**“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located.”**

**The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the HOME funded project is located; where feasible, priority should be given to low and very low income persons within the service areas of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the HOME funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area of the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.**

**The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.**

**b. Notifications**

**The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.**

**c. Subcontracts**

**The Subrecipient will include this Section 3 in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.**



**D. Conduct**

**1. Assignability**

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims or money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

**2. Subcontracts**

**a. Approvals**

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

**b. Monitoring**

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct area of noncompliance.

**c. Content**

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

**d. Selection Process**

The Subrecipient shall undertake to insure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

**3. Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

**4. Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These

conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the HOME program.

**5. Lobbying**

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any 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.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. **Lobbying Certification – Paragraph d**

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.

**6. Copyright**

If this contract results in any copyrightable material or inventions, the Grantee and/or Grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**7. Religious Organization**

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 92.257.

## **XI. ENVIRONMENTAL CONDITIONS**

### **A. Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 USC 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guideline issues thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). See 24 CFR 92.358.

### **C. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation or residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD assisted housing and required that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

### **D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historical Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old and older or that are included on a Federal, state or local historic property list.

## **XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. AUTHORIZATION TO DISPURSE**

**It is mutually agreed that no funds will be disbursed prior to the date of the execution of this agreement. This Agreement will remain in effect as long as the Subrecipient has control over HOME funds, including program income, or assets including real property acquired with funds dispersed under this grant.**

**IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written on page one (1) of this document.**

**LOWCOUNTRY REGIONAL  
HOME CONSORTIUM**

**By: \_\_\_\_\_  
Chris Bickley, Executive Director  
Lowcountry Council of Governments**

**Attest: \_\_\_\_\_  
Barbara A. Johnson  
Lowcountry Council of Governments**

\_\_\_\_\_  
**Carol Stonebraker  
Lowcountry Council of Governments**

**CITY OF WALTERBORO**

**By: \_\_\_\_\_  
Jeffrey V. Lord  
City of Walterboro**

**Attest: \_\_\_\_\_  
City of Walterboro  
Council**

\_\_\_\_\_  
**City of Walterboro  
Council**

\_\_\_\_\_  
**FEDERAL ID # SUBRECIPIENT**

# Accommodations Tax Advisory Committee

Telephone:

(843) 549-2548

248 Hamyton Street

Walterboro, South Carolina, 29488-3525

Fax:

(843) 549-7725

To: Walterboro City Council

From: Accommodations Tax Advisory Committee

Subject: Approvals at March 3, 2011 Meeting

Date: March 3, 2011

At its meeting on March 3, 2011 the Accommodations Tax Advisory Committee approved the following request for funding from the 65% Tourism Fund:

<u>1. Requests for 65% Tourism Fund</u>	<u>Requests</u>	<u>Approved</u>
2. City of Walterboro Events Promotion	\$12,000	\$12,000
Total 65% Requests	<u>\$12,000</u>	<u>\$12,000</u>

As a result of this request, the projected balance currently available for 2010-2011 Grants is \$51,218

Therefore, the Advisory Committee respectfully requests City Council to approve this item.

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

Jeff Lord and City Council  
City of Walterboro  
248 Hampton Street  
Walterboro, SC 29488

February 11, 2011

RE: Walterboro "Police Week" event  
Saturday, May 21, 2011 11am-1pm

Dear City Officials:

We would like to thank the Mayor and City Council for their support of the Walterboro Police Department and request the use of the City Parking lot for an event held in recognition of Police Week in May. This is a free event that will be held in the City parking lot as an opportunity for the officers to relate to the community. There will be K-9 demos, Safe Kids demos, finger printing, games, raffle prizes and much more. We would like to recognize the department's dedication to our community's public safety as we welcome and include the various area officers to join us.

The Police Week Committee would like to request the following:

- We ask for use of the **City Parking Lot** on **Saturday, May 21, 2011.**
- set up time: 9am
- **event time: 11am - 1pm**
- take down: 1pm- 3pm
- the "Police Week" banner hung across Jefferies Blvd for week of May 15-21.

The Police Week Committee and sponsors of this event appreciate the City of Walterboro's continued commitment to events.

Yours truly,



Donna J. Laird  
Tourism Director

113 Pecan Road  
Walterboro, SC 29488  
3/2/11

City Of Walterboro  
Jeff V. Lord  
242 Hampton Street  
Walterboro, SC 29488

Dear Mr. Lord:

On March 12, 2011, the City of Walterboro will have a very special guest. Mr. Rudy Manche will be in our city! The Friends of the Great Swamp Sanctuary have scheduled several events. We are asking for permission for the following:

1. FROGSS request permission to use directional signs to direct event participants. A sign will be placed at Detreville and Jefferies from 7am-11am, at Washington and Jefferies from 11am-4pm and on Wichman from 5pm to 9pm.
2. FROGSS request permission to use the Waterfall Plaza from 11am to 4pm. (In case of rain the request is to use the City Fire Department.)
3. FROGSS request permission to have the Downtown waterfall turned off, Saturday March 12, 2011, from 1pm to 4pm.
4. FROGSS request assistance for the city for set up and removal of equipment such as a stage, projector screens, sound equipment, etc. if deemed necessary for the event.

The Friends of the Great Swamp Sanctuary appreciate your consideration in this matter. We look forward to seeing each of you at the events.

Respectfully,  
Becky Broderick