

Telephone: 843-782-1000

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City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, SC 29488-0008

Walterboro City Council

Regular Meeting

May 7, 2019

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. New Business:

1. Ordinance # 2019-03, An Ordinance Adopting the City General Fund Budget for Fiscal Year 2019-2020, and Matters Relating Thereto, **First Reading** (Ordinance attached).
2. Ordinance # 2019-04, An Ordinance Adopting the City Enterprise Fund Budget for Fiscal Year 2019-2020, and Matters Relating Thereto, **First Reading** (Ordinance attached).
3. Ordinance #2019-05, An Ordinance to Amend the Dominion Energy, Inc. (Formerly South Carolina Electric & Gas Company) Electric and Gas Franchise Ordinance (Ordinance No. 2000-01 & Ordinance No. 2000-06) **First Reading** (Ordinance attached).
4. Ordinance # 2019-06, An Ordinance Approving an Application for Preliminary Certification for Historic Rehabilitation; And Other Matters Related Thereto, **First Reading** (Ordinance attached).
5. Resolution # 2019-R-03, A Resolution Authorizing the Mayor and City Manager to Execute Forms Pursuant to USDA Rural Development Community Facilities Grant in the Amount of \$50,000 for the Purchase of Police Vehicles for the City of Walterboro (Resolution attached).

6. **Resolution # 2019-R-04**, A Resolution Authorizing the Mayor and City Manager to Execute Forms Pursuant to USDA Rural Development Community Facilities Grant in the Amount of \$13,700 for Replacement of the Roof at the Citizen Services Center (300 Hampton Street) for the City of Walterboro (Resolution attached).
7. **Resolution # 2019-R-05**, A Resolution Authorizing the Mayor and City Manager to Execute Forms Pursuant to USDA Rural Development Community Facilities Grant in the Amount of \$23,300 for the Purchase of a Generator and Transfer Switch for City Hall for the City of Walterboro (Resolution attached).
8. **Resolution # 2019-R-06**, A Resolution Authorizing the City of Walterboro to Apply for Community Development Block Grant (CDBG) Funds as a Subrecipient to Colleton County for the East Side Water Upgrade Project and to Provide Matching Funds in the amount of \$56,351 (Resolution attached).

V. Committee Reports:

VI. City Manager's Report:

1. Introduction of New Police Captain, Theron Grant - Police Chief, Wade Marvin.
2. Recommendation to Award Contract to Carolina Tap & Bore, Inc. to relocate a 6" water line for the Highway 15/Academy Road Intersection Improvement Project - Engineering and Construction funded by SCDOT (Memorandum attached).
3. Consideration of Agreement between Dominion Energy South Carolina, Inc. and the City of Walterboro to provide underground electric facilities for the installation of decorative lighting in Phase 1B/1E of the I-95 Business Loop Project.

4. Consideration of Recommendation to Purchase New Patrol Vehicle for Police Department (Memorandum attached).
5. Consideration of Recommendation to Purchase a Ventrac Tractor, Tough Cut Mowing Deck and Boom Mower for the Parks Department (Memorandum attached).

VII. Executive Session:

1. Receipt of Legal Advice:
 - A. Economic Development Incentives.
 - B. Provision of Water/Sewer Service to Unincorporated Areas.
2. Personnel Matters:
 - A. Appointment of Municipal Judges.
 - B. City Manager Compensation.

VIII. Open Session:

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

IX. ADJOURNMENT.

ORDINANCE # 2019-03

AN ORDINANCE ADOPTING THE CITY GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020 AND MATTERS RELATING THERETO.

WHEREAS, the 2019-2020 General Fund Budget has been presented and considered; and

WHEREAS, a public hearing on the budget has been properly advertised and conducted on June 4, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Walterboro, South Carolina, in Council Assembled, as follows:

1. The 2019-2020 City General Fund Budget is hereby adopted in the amount of \$7,208,360 with revenues and expenditures as set out in the budget document attached.
2. The property tax rate shall be set at eighty-six point four (86.4) mills.

This ordinance shall be effective July 1, 2019.

DONE, this 4th day of June, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: May 7, 2019

Public Hearing: _____

Second Reading: _____

CITY OF WALTERBORO
FY 2019-2020 BUDGET
SUMMARY SHEET BY CATEGORY

Attachment to Ordinance
#2019-03, Page 1

LINE ITEM	APPROVED FY 2018-2019 BUDGET	FY 2019-2020 DEPARTMENT REQUEST	FY 2019-2020 MANAGER'S RECOMMENDATION	FY 2019-2020 COUNCIL APPROVED
<u>REVENUE</u>				
GENERAL FUND	\$ 6,958,802	\$ 6,414,850	\$ 7,208,360	
<u>EXPENDITURES</u>				
CITY COUNCIL				
PERSONNEL	\$ 145,766	\$ 147,053	\$ 146,363	
OPERATING	\$ 80,442	\$ 99,152	\$ 86,152	
CAPITAL	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 226,208	\$ 246,205	\$ 232,515	\$ -
CITY MANAGER				
PERSONNEL	\$ 333,956	\$ 338,932	\$ 340,305	
OPERATING	\$ 20,050	\$ 22,350	\$ 20,950	
CAPITAL	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 354,006	\$ 361,282	\$ 361,255	\$ -
FINANCE				
PERSONNEL	\$ 202,476	\$ 208,382	\$ 208,550	
OPERATING	\$ 133,853	\$ 145,120	\$ 144,620	
CAPITAL	\$ -	\$ 100,000	\$ 100,000	
SUBTOTAL	\$ 336,329	\$ 453,502	\$ 453,170	\$ -
PUBLIC WORKS				
PERSONNEL	\$ 532,160	\$ 534,681	\$ 531,495	
OPERATING	\$ 412,409	\$ 432,113	\$ 412,613	
CAPITAL	\$ 27,000	\$ 234,500	\$ -	
SUBTOTAL	\$ 971,569	\$ 1,201,294	\$ 944,108	\$ -
PLANNING & DEVELOPMENT				
PERSONNEL	\$ 92,839	\$ 98,126	\$ 97,471	
OPERATING	\$ 75,300	\$ 76,260	\$ 86,260	
CAPITAL	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 168,139	\$ 174,386	\$ 183,731	\$ -
POLICE				
PERSONNEL	\$ 2,241,526	\$ 2,142,928	\$ 2,125,755	
OPERATING	\$ 280,654	\$ 497,022	\$ 453,606	
CAPITAL	\$ 90,018	\$ 209,074	\$ 119,602	
SUBTOTAL	\$ 2,612,198	\$ 2,849,024	\$ 2,698,963	\$ -
JUDICIAL				
PERSONNEL	\$ 173,486	\$ 127,011	\$ 126,151	
OPERATING	\$ 56,731	\$ 77,627	\$ 77,627	
CAPITAL	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 230,217	\$ 204,638	\$ 203,778	\$ -

**CITY OF WALTERBORO
FY 2019-2020 BUDGET
SUMMARY SHEET BY CATEGORY**

Attachment to Ordinance
#2019-03, Page 2

LINE ITEM	APPROVED FY 2018-2019 BUDGET	FY 2019-2020 DEPARTMENT REQUEST	FY 2019-2020 MANAGER'S RECOMMENDATION	FY 2019-2020 COUNCIL APPROVED
FIRE				
PERSONNEL	\$ 1,054,366	\$ 1,105,562	\$ 1,046,822	
OPERATING	\$ 269,760	\$ 281,020	\$ 252,770	
CAPITAL	\$ -	\$ 20,000	\$ 20,000	
SUBTOTAL	\$ 1,324,126	\$ 1,406,582	\$ 1,319,592	\$ -
PARKS				
PERSONNEL	\$ 348,131	\$ 339,674	\$ 337,981	
OPERATING	\$ 342,342	\$ 264,252	\$ 309,452	
CAPITAL	\$ -	\$ 41,355	\$ -	
SUBTOTAL	\$ 690,473	\$ 645,281	\$ 647,433	\$ -
TOURISM				
PERSONNEL	\$ 102,605	\$ 104,170	\$ 106,330	
OPERATING	\$ 59,950	\$ 65,485	\$ 57,485	
SUBTOTAL	\$ 162,555	\$ 169,655	\$ 163,815	\$ -
TOTAL ALL EXPENDITURES	\$ 7,075,820	\$ 7,711,849	\$ 7,208,360	\$ -
GENERAL FUND - FUND BALANCE	\$ 117,018			
BALANCE	\$ -	\$ (1,296,999)	\$ -	\$ -

ORDINANCE # 2019-04

AN ORDINANCE ADOPTING THE CITY ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2019-2020 AND MATTERS RELATING THERETO.

WHEREAS, the 2019-2020 Enterprise Fund Budget has been presented and considered;
and

WHEREAS, a public hearing on the budget has been properly advertised and conducted on June 4, 2019.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Walterboro, South Carolina, in Council Assembled, as follows:

The 2019-2020 City Enterprise Fund Budget is hereby adopted with revenues and expenditures in the amount of \$4,362,350 as set out in the budget document attached.

This ordinance shall be effective July 1, 2019.

DONE, this 4th day of June, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading: May 7, 2019
Public Hearing: _____
Second Reading: _____

**CITY OF WALTERBORO
FY 2019-2020 BUDGET
SUMMARY SHEET BY CATEGORY**

Attachment to Ordinance
#2019-04, Page 1

LINE ITEM	APPROVED FY 2018-2019 BUDGET	FY 2019-2020 DEPARTMENT REQUEST	FY 2019-2020 MANAGER'S RECOMMENDATION	FY 2019-2020 COUNCIL APPROVED
STATEMENT OF CASH FLOWS	\$ 2,715,220	\$ 1,020,125	\$ 1,020,125	
REVENUE				
UTILITY FUND	\$ 4,126,900	\$ 4,241,700	\$ 4,315,300	
EXPENDITURES				
WATER				
PERSONNEL	\$ 480,403	\$ 509,369	\$ 509,424	
OPERATING	\$ 467,167	\$ 523,123	\$ 487,023	
CAPITAL	\$ -	\$ 247,000	\$ 185,000	
SUBTOTAL	\$ 947,570	\$ 1,279,492	\$ 1,181,447	\$ -
UTILITY SUPPORT				
PERSONNEL	\$ 167,099	\$ 174,562	\$ 173,669	
OPERATING	\$ 134,426	\$ 78,820	\$ 77,527	
DEBT	\$ 485,638	\$ 485,638	\$ 485,638	
SUBTOTAL	\$ 787,163	\$ 739,020	\$ 736,834	\$ -
SANITATION				
PERSONNEL	\$ 247,067	\$ 244,490	\$ 242,866	
OPERATING	\$ 221,448	\$ 313,292	\$ 298,792	
CAPITAL	\$ -	\$ 515,478	\$ -	
SUBTOTAL	\$ 468,515	\$ 1,073,260	\$ 541,658	\$ -
SEWER				
PERSONNEL	\$ 254,451	\$ 255,290	\$ 253,534	
OPERATING	\$ 505,431	\$ 502,650	\$ 518,150	
CAPITAL	\$ -	\$ 176,000	\$ 98,000	
SUBTOTAL	\$ 759,882	\$ 933,940	\$ 869,684	\$ -
SEWER SUPPORT				
PERSONNEL	\$ 285,765	\$ 297,046	\$ 298,051	
OPERATING	\$ 43,785	\$ 48,286	\$ 46,986	
CAPITAL	\$ 93,200	\$ 235,500	\$ -	
SUBTOTAL	\$ 422,750	\$ 580,832	\$ 345,037	\$ -
UTILITY SUPPORT TO GF	\$ 741,020	\$ -	\$ 687,690	
UTILITY FUND SUBTOTAL	\$ 4,126,900	\$ 4,606,544	\$ 4,362,350	\$ -
ENDING NET POSITION				
YEAR END STATEMENT OF CASH FLOW	\$ 2,715,220	\$ 655,281	\$ 973,075	\$ -

ORDINANCE # 2019-05

AN ORDINANCE TO AMEND THE DOMINION ENERGY, INC. (FORMERLY SOUTH CAROLINA ELECTRIC & GAS COMPANY) ELECTRIC AND GAS FRANCHISE ORDINANCE (ORDINANCE NO. 2000-01 & ORDINANCE NO. 2000-06).

WHEREAS, Dominion Energy, Inc. (formerly South Carolina Electric & Gas Company) has a combined electric and natural gas franchise agreement with the City of Walterboro pursuant to Ordinance No. 2000-01, which was passed on April 11, 2000, and was amended by Ordinance No. 2000-06, dated June 14, 2000, and made effective January 1, 2001 (the “Franchise Agreement.”)

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT THE FRANCHISE AGREEMENT BE AMENDED TO ADD THE FOLLOWING PROVISION:

That provision of a notice of intent to terminate is not an option to terminate the Franchise Agreement on the City’s selected termination date. The Company’s receipt of any future notice of intent to terminate from the City will result in termination of the existing Franchise Agreement at the end of the Franchise Agreement’s anniversary date (i.e. April 27th) proposed by the City as the date of termination, provided that, in selecting a date of termination to occur, the City must select an anniversary date of the Franchise Agreement that is on or later than the two-year anniversary of the Company’s receipt of the notice of intent to terminate from the City. Provided, however, if City provides written notice of intent to terminate on or prior to April 27, 2020, the City may select a termination date on or no later than April 27, 2021.

ADOPTED, this ____ day of June, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

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

ORDINANCE NO. 2019-06

AN ORDINANCE APPROVING AN APPLICATION FOR PRELIMINARY CERTIFICATION FOR HISTORIC REHABILITATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Walterboro, South Carolina (the “*City*”) was created as a municipal corporation under the laws of the State of South Carolina.

WHEREAS, the City is authorized pursuant to Sections 5-21-140 and 4-9-195 of the Code of Laws of South Carolina 1976, as amended (collectively, the “*Bailey Bill*”), to grant special property tax assessments to real property that qualifies as a “rehabilitated historic property.”

WHEREAS, pursuant to Ordinance No. 2018-01 dated June 5, 2018, which is codified at Article XI, Chapter 2 of the City’s code of ordinances (the “*Bailey Bill Ordinance*”), the City enacted the Bailey Bill. Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bailey Bill Ordinance.

WHEREAS, consistent with Section 2-268 of the Bailey Bill Ordinance, Cecelia Chafin and David Eames (the “*Petitioner*”) has submitted an Application for their property located at 545 East Washington Street (the “*Property*”) and the Application was received and has been recommended for approval by the HPC.

NOW, THEREFORE, BEING DULY ASSEMBLED, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WALTERBORO, AS FOLLOWS:

Section 1. All findings of fact above are ratified, confirmed and approved.

Section 2. (a) Consistent with Section 2-268(d) of the Bailey Bill Ordinance, it is hereby determined and declared that:

- (i) The Property constitutes an Eligible Property;
 - (ii) The Minimum Expenditures are expected to be met; and
 - (iii) The fair market value of the Property for purposes of calculating the Special Assessment and Expense Percentage is \$412,000.
- (b) The Petitioner and the Property must continue to comply with the terms of the Bailey Bill Ordinance, including those provisions which govern monitoring, substantive changes and Final Certification.

Section 3. On the basis of the foregoing, the Property is granted Preliminary Certification and shall be entitled to receive the initial Special Assessment dictated under the Bailey Bill Ordinance.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 6. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this __th day of _____, 2019.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

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



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

May 7, 2019

CITY OF WALTERBORO
ATTN: JEFFREY MOLINARI, CITY MANAGER
242 HAMPTON STREET
WALTERBORO, SC, 29488

Subject: City of Walterboro Letter of Conditions for a Community Facilities Grant

Dear Mr. Molinari,

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed based on USDA, Rural Development administering a Rural Housing Service (RHS) grant not to exceed the following grant amount;

1. Purchase Police Vehicles \$50,000 (Grant #)

The grant will be considered obligated on the date a signed copy of the Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

This project is for the City of Walterboro. Any change in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in your financial condition, operation, organizational structure or executive leadership) in the project must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

Please execute and return to Rural Development the following completed items if you desire that further consideration be given to your application:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 400-1, "Equal Opportunity Agreement"
- Form RD 400-4, "Assurance Agreement"
- Form RD 442-7, "Operating Budget"
- Form RD 1940-1, "Request for Obligation of Funds"

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201
Phone: (803) 765-5163 • Fax: (855) 585-9479 • TDD: (803) 765-5697 • Web: <http://www.rurdev.usda.gov/sc>

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"USDA is an equal opportunity provider, employer and lender."

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

If the conditions set forth in this letter are not met within 180 days from the date hereof, USDA, Rural Development, reserves the right to discontinue processing of the application. Rural Development funding is prioritized for projects that need and will use the funding immediately. We will require that every possible effort be made to meet all conditions within 180 days.

The conditions are as outlined below:

1. ORGANIZATION’S AUTHORITY TO OBTAIN FUNDS, ETC.:

Consideration for this grant is based on the Organization being properly created as a nonprofit corporation in accordance with the provision of Section 12-754 of the 1962 Code of Laws of South Carolina (presently Section 33-31-50). This was accomplished through the issuance of a charter by the Secretary of State of South Carolina on December 20, 1826.

2. PROJECT COST:

Breakdown of Costs:

Description	Development	CF Grant	Grant#	Applicant Contribution	Other	Total Project Cost
Purchase Police Vehicles	\$93,400	\$50,000		\$43,400		\$93,400
TOTAL	\$93,400	\$50,000		\$43,400		\$93,400

These funds must be disbursed in accordance with the requirements of the sources of funds and must be available before proceeding with procurement. Rural Development will monitor the disbursement of all proceeds.

1. ADOPTION OF FORM RD 3570-3, “COMMUNITY FACILITIES GRANT 179

The agreement requires review of this form. You will be required to execute the completed form at the time of closing.

- The CITY OF WALTERBORO understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- The CITY OF WALTERBORO understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

2. BANK ACCOUNT:

All funds for this project will be handled through a bank account in a bank of your choice, separate from all other banking accounts. The bank account **shall be established prior to closing** and you must agree to make payments from this account only on request for payments, which are to be reviewed and concurred with by RD in advance of payment. You will establish adequate safeguards to assure that the funds from this account are used for authorized purposes only.

You must further agree to permit RD to examine your records and books during regular business hours or at other reasonable times.

3. USE OF MINORITY OWNED BANKS:

You are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members) for deposit and disbursement of funds. A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D. C. 20230 or any RUS Office.

4. TITLE OF PROPERTY:

Satisfactory evidence of title must be prepared and submitted to this office by you, with the assistance of your attorney, to include:

- A. Preliminary Title Opinion on Form RD 1927-9, on all real property now owned or to be acquired, executed by your attorney and **submitted to RD prior to grant closing**.
- B. Final Title Opinion on RD Form 1927-10, on all real property now owned or to be acquired, executed by your attorney at **closing**.
- C. A title insurance binder and title insurance policy, in an amount at least equal to the market value of the property as improved, may be substituted for requirements A and B.
- D. Where the right of use or control of real property not owned by you is essential to the successful operation of the facility during the life of the facility, such right will be evidenced by written agreements or contracts between the owner(s) of the property and the applicant. Lease of the site or facility shall not contain forfeiture or summary cancellation clauses and shall provide for the right to transfer and lease without restrictions. The

lease agreements shall be written for a term at least equal to the life of the facility.

5. ENVIRONMENTAL:

Prior to grant approval, you will be required to agree in writing to comply with all mitigation measures contained in the Environmental Assessment prepared by you or your consulting firm.

6. COORDINATION WITH FEDERAL, STATE AND LOCAL AGENCIES:

A statement must be obtained from the responsible State Agency certifying that the proposed facility meets the minimum standards for design and construction, including compliance with all pertinent State and local laws, including local codes.

7. SPECIAL REQUIREMENTS:

- a. A dedication ceremony is expected for this project. Any public information events are to be coordinated in advance with Rural Development. These events are to be planned for the public to be aware of this project and Rural Development's participation in the project.
- b. All documents requiring the signature of the officials will be executed by the MAYOR, attested by the FINANCE DIRECTOR, and the impression of the CITY OF WALTERBORO'S seal affixed thereon.
- c. The CITY OF WALTERBORO is to appoint one member of its governing body or management staff to serve as liaison with Rural Development.
- d. Furnish a certified list of the governing body (include addresses), samples of their signatures, and terms of their offices.
- e. A quorum of the CITY OF WALTERBORO's governing body must convene at a meeting called by the Mayor and adopt A Community Facilities Grant Resolution .
- f. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or near your community for grants for similar purposes and periods of time.

- g. The CITY OF WALTERBORO will operate its facilities on a fiscal year that begins 07/01 and ends 06/30.**
- h. The CITY OF WALTERBORO must adopt the attached Grant Resolution agreeing to the responsibilities of form RD 1940-1, "Request of Obligation of Funds", with attachment, and authorizing the execution of this and other forms related to the grant application.**
- i. This financial assistance is subject to your compliance with the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.**
- j. Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.**
- k. Prior to the closing of the grant, it will be necessary that our Rural Development Area Office conduct a compliance review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." To assist the Rural Development Area Office with the Compliance Review, you will need to have available a numerical breakdown of your agency's service area's population into the following categories: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, White, and Other. The nondiscrimination poster, "And Justice for All," is to be displayed at your offices and facilities.**
- l. Unless the requirements of the Letter of Conditions have already been satisfied, Rural Development will request to meet with CITY OF WALTERBORO's officials, attorney, and any other parties that may be involved in the project during the 4th month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.**
- m. If there is a significant reduction in project costs, the CITY OF WALTERBORO's funding needs will be reassessed before grant closing. This reassessment will include the necessary revisions of the grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural**

Development regulations effective at the time the grant was approved. Grant funds not needed to complete the proposed project will be returned to Rural Development.

- n. Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RHS financial assistance.

8. LEGAL SERVICES:

You must obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that ten percent of the cost be retained until the grant is closed and all legal requirements have been satisfied.

Prior to grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of your agency. Such a certification must also be provided before closing instructions can be issued.

The closing instructions for this grant will be issued by the Rural Development Community Programs Director. These requirements must be met before the grant can be closed.

Report of Lien Search is to be prepared by your attorney using their standard reporting format. This report is needed to assist in obtaining our grant closing instructions. This report must also be brought current as of the date and time of the actual closing.

9. ACCOUNTING METHODS, MANAGEMENT REPORTS AND AUDIT REPORTS:

- a. The business operations will be governed in accordance with the grant resolution and operating budget. Accounting records should be maintained on an accrual basis.

However, books may be kept on an accounting basis other than accrual and then adjustments made so that the financial statements are presented on the accrual basis. Your agency must retain all records, books, and supporting material for a period of three years after the issuance of the required audit reports and financial statements.

- b. Prior to grant closing or commencing with construction, whichever occurs first, your agency must provide and obtain approval from the Rural Development Community Facility Program Director for its accounting and financial reporting system, including the required agreement for services with its auditor.

Audit Requirements:

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

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

Your agency is to be audited in accordance with the Office of Management and Budget (OMB) Circular A-133 in years it expends \$750,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, you will be under the general oversight of the Federal agency that provided the most funds. Reports required by this circular must be submitted no later than 9 months after the end of your agency's fiscal year.

Your agency is to be audited in accordance with the generally accepted government auditing standards (GAGAS) and Rural Development requirements in years it expends less than \$750,000 in Federal funds. These audits are to be completed with two copies of the report submitted to the Rural Development Area Office no later than 150 days following the end of your agency's fiscal year.

12. INSURANCE REQUIREMENTS:

A Certificate of Insurance evidencing that all the following required insurances have been obtained and is in force **must be provided to RD prior to grant closing.**

- A. **Property Insurance:** Fire and extended coverage on all structures in an amount equal to at least the depreciated replacement value.
- B. **Liability and Property Damage Insurance:** You must carefully review your overall operation to establish and obtain Public Liability and Property Damage Insurance coverage that will adequately protect you, your officers, your officials, and your employees. You may want to consult your attorney to determine the amount of this coverage.

- C. **Workers' Compensation Insurance:** You must carry suitable Workers' Compensation Insurance for all your employees in accordance with applicable state laws.

13. FIDELITY BOND:

Fidelity Bond Coverage is required for all persons who have access to funds in accordance with RD regulations and **must be provided to RD prior to closing.** Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the Fidelity Bond should be sufficient to protect RD grant funds.

You may want to consult with your attorney to determine the amount of this coverage. Form RD 440-24, "Position Fidelity Schedule Bond", may be used, as may similar forms if determined acceptable to RD. Other types of coverage may be considered acceptable if it is determined by RD that they fulfill essentially the same purpose as a fidelity bond.

14. PROCUREMENT, BIDDING AND CONTRACT AWARDS:

- a. Procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The method of procurement must be approved by Rural Development.
- b. Request for Proposals/Specifications are to be approved by Rural Development. Rural Development is to concur before a proposal is accepted by the CITY OF WALTERBORO.

15. OTHER CERTIFICATIONS:

The following certifications must be **submitted to RD prior to grant closing.**

- Form AD- 1047, "Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions," must be executed and **submitted to RD prior to grant closing** to certify that you have not been debarred or suspended for federal assistance.
- Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", must be completed and **submitted to RD with any executed contracts prior to grant closing.** This form certifies that any person or entity you do business with as a result of this federal assistance is not debarred or suspended.
- Form AD-1049, "Certification Regarding Drug-Free Requirements (Grants) Alternative I - For Loan/grantees Other than Individuals", must be executed and **submitted to RD prior to grant closing.**

- The "Certification for Contracts, Loan/grants and Loans", Exhibit A-1 of RD Instruction 1940-Q, must be completed at the time an application or bid proposal is submitted by a person or entity requesting a contract or loan/grant exceeding \$100,000. Any person or entity requesting contract or loan/grant exceeding \$100,000 at any tier under a covered contract, loan/grant or loan, must complete and submit a certification to the next higher tier.
- Standard Form (SF) LLL, "Disclosure of Lobbying Activities", must be completed by recipients of a contract, loan/grant, or loan which meet the conditions of RD Instruction 1940-Q, 1940.812. If there have been no such activities, you should strike through the form and write "Not applicable" on the page and sign the form.
- Funds will be requested by the CITY OF WALTERBORO in writing. Form RD 440-11, "Estimate of Funds Needed for 30 day Period Commencing _____," may be used for making this request. Funds are to be deposited in the CITY OF WALTERBORO's construction account and Partial Payment Estimates and invoices paid by the CITY OF WALTERBORO from this account, after prior approval by Rural Development. Funds required by Rural Development to be deposited in the equipment account are considered project funds and are to be used only for authorized purposes. A pledge of collateral should be obtained for any funds in the account in excess of \$100,000. Any funds remaining in this account after payment of all Rural Development approved project costs are to be handled as unused grant funds. If necessary, and approved by the Rural Development Community Programs Director, the grant and grant funds may be disbursed through a supervised bank account selected by the CITY OF WALTERBORO. This bank will pledge collateral security to be maintained at a level equal to the greatest amount on deposit at any one time, less \$100,000.
- Each payment for project costs must be approved by the CITY OF WALTERBORO and Rural Development. Payment requests may be made on Form RD 1942-18, "Partial Payment Estimate," or similar form.

These conditions should be reviewed by you, legal counsel, consulting architect, and a representative from this agency at the scheduled Letter of Conditions meeting. At this meeting, you will receive specific instructions on the assembly and submittal of materials for review by the Office of General Counsel and issuance of closing instructions.

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

You will have the full cooperation of this agency and if we can be of any further assistance to you, please contact Nickie Toomes at 843-549-1822 EXT. 123

Sincerely,

MICHELE J. CARDWELL
Community Programs Director

Attachments

ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER	TYPE OF LOAN AN D/OR GRANT:			FINANCE USE ONLY		
ST CO BORROWER NO. 46-015-576001119	<input type="checkbox"/> 1 - Domestic Water System	<input type="checkbox"/> 5 - Cooperatives	<input type="checkbox"/> LN	<input type="checkbox"/> CR	<input type="checkbox"/> FY	
Source of Funds:	<input type="checkbox"/> 2 - Waste Disposal Systems	<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations				
<input type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct	<input type="checkbox"/> 7 - RC&D	<input type="checkbox"/> 8 - Watershed (PL-566)				
Type of Submission:	<input type="checkbox"/> A Sewage Collection	<input type="checkbox"/> 9 - Flood Prevention (PL-534)				
<input type="checkbox"/> 1 - Initial <input checked="" type="checkbox"/> 2 - Subsequent	<input type="checkbox"/> B Sewage Treatment	<input type="checkbox"/> 10 - Community Facilities				
Type of Assistance:	<input type="checkbox"/> C Solid Waste Disposal	<input checked="" type="checkbox"/> 11 - Grants (PL-92-419)				
<input type="checkbox"/> 1 - Loan	<input type="checkbox"/> D Storm Drainage	<input type="checkbox"/> 12 - B&I (Insured)				
<input checked="" type="checkbox"/> 2 - Grant	<input type="checkbox"/> 3 - Recreation					
<input type="checkbox"/> 3 - Loan & Grant	<input type="checkbox"/> 4 - Grazing					
Type of Organization:						
<input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE						
Date of Application: 1.1-21-2018						
Date Loan and/or Grant Approved: 05-07-2019						

NAME OF APPLICANT: City of Walterboro
ADDRESS: 242 Hampton Street Walterboro SC 29488
NAME OF COUNTY: Colleton

ITEM	FUND ANALYSIS -- (ALL AMOUNTS IN HUNDREDS OF DOLLARS)			TOTALS
	CASH CONTRIBUTION	OTHER	RD/FSA GRANT	
1. Development				\$0.00
2. Land and Rights				\$0.00
3. Legal Services				\$0.00
4. Architectural Eng. and Planning Service				\$0.00
5. Interest				\$0.00
6. Equipment	\$43,400.00		\$50,000.00	\$93,400.00
7. Contingencies				\$0.00
8. Refinancing				\$0.00
9. Initial O&M				\$0.00
10. Initial Reserve				\$0.00
11. TOTAL	\$43,400.00	\$0.00	\$50,000.00	\$93,400.00

Number of users directly benefiting from this action: _____
 Acres in Project _____
 Recreational Visitor Day Capacity _____
 Annual _____
 Residential _____ Other _____

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 46-015-906272115		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Walterboro, City Of		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME South Carolina	
		5. COUNTY NAME Colleton	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEM-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPD ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 757 (See FMI)	20. PURPOSE CODE 8	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$50,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

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

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

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

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

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

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

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

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

Attest By
Amy J. Risher, Finance Director

Date _____, 20 ____

William T. Young, Jr., Mayor
(Signature of Applicant)

Date _____, 20 ____

(Signature of Co-Applicant)

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

Michele J. Cardwell, CF Program Director
(Signature of Approving Official)

Typed or Printed Name: Michele J. Cardwell,

Date Approved: _____

Title: CF Program Director

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

ATTACHMENT TO FORM RD 1940-1

35. Comments and Requirements of Certifying Official:

These funds are extended to the City of Waltherboro for police cars project. These funds will be approved subject to the Recipient satisfying all grant closing instructions, all conditions in the Letter of Conditions (LOC), and any amendments thereto prior to the closing.

The City of Waltherboro, understands the requirements for receipt of funds under the Community Facilities Loan Program. The Recipient assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set forth in 7 CFR 3015, 3016, or 3019 as subsequently modified, and the Letter of Conditions (LOC).

William T. Young Jr., Mayor

Date

ATTEST:

Amy J. Risher, Finance Director

Date

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

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated 05-07-2019, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN Walterboro, City Of

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

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as Police Vehicle Replacement. The principal amount of the grant is \$ 50,000.00 (Grant Funds) which is 53.5300 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 93,400.00. Grantee is able to finance and has committed \$ 43,400.00 of Project costs.

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

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

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Grantee agrees that Grantee will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Use of equipment.

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

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Provide Financial Management Systems which will include:

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

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

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

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

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

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

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$50,000.00 which it will advance to Grantee to meet not to exceed 53.5300 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

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

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

Termination of This Agreement

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

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

By

William T. Young Jr. Mayor

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

Attest:

By

Amy J. Risher

(Title) Finance Director

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

Nickie Toomes Area Specialist

(Name)

(Title)

LETTER OF INTENT TO MEET CONDITIONS

Date 05-07-2019

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

531 Robertson Blvd. Suite A
Walterboro, SC 29488

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 05-07-2019. It is our intent to meet all of them not later than 11-03-2019.

Attest By:

Amy J. Risher, Finance Director

Walterboro, City Of

(Name of Association)

BY

William T. Young, Jr., Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0375-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 05-07-2019 between
Walterboro, City Of

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

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

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

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

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

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

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

Signed by the Recipient on the date first written above.

Recipient

(CORPORATE SEAL)

Attest:

Amy J. Risher, Finance Director Secretary

Recipient

Walterboro, City Of

Name of Corporate Recipient

By _____
William T. Young, Jr., Mayor President



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

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

ORGANIZATION NAME
City of Waltherboro

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)
William T. Young Jr Mayor

SIGNATURE(S)

DATE
5-7-2019



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Three Before Completing Certification)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
 4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code)
 242 Hampton Street Walterboro, SC 29488-

Check [] if there are workplaces on file that are not identified here.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Walterboro, City Of	Re-roof Citizen Service Center
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
William T. Young, Jr. Mayor	
SIGNATURE(S)	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Position 3

USDA
Form RD 400-4
(Rev. 11-17)

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

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The **Walterboro, City Of**

(name of recipient)

242 Hampton Street Walterboro, SC 29488-

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

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

In witness whereof, Walterboro, City Of on this _____
(name of recipient)

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

(S E A L)

Recipient

5-7-2019

Date

Attest:

Amy J. Risher, Finance Director

Title

William T. Young, Jr., Mayor

Title

PROJECTED CASH FLOW

	20 21	20 22	20 23	20 24	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	-136,900	0	0	0	-137,125
Add					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	0	0
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant	136,900				13,700
2. Proceeds from others					
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Assets (Exclude Cash)					
5. Other: _____					
6. _____					
D. Total all A, B and C Items	0	0	0	0	-123,425
E. Less: Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)					25,000
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan					
4. Principal Payment Other Loans					
5. Other: _____					
6. Total E 1 through 5	0	0	0	0	25,000
Add					
F. Beginning Cash Balances					
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	0	-148,425
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account					
Reserve Account					
Funded Depreciation Account					
Others: _____					

Total - Agrees with Item G	0	0.00	0.00	0.00	0.00

BUDGET ATTACHEMNT

Income Detail

<u>Income Source</u>	<u>Year1_2021</u>	<u>Year2_2022</u>	<u>Year3_2023</u>	<u>Year4_2024</u>	<u>First Full Year</u>
Facility Operation	6,217,782.00	6,279,959.00	6,342,759.00	6,406,187.00	6,217,782.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
TOTALS	6,217,782	6,279,959	6,342,759	6,406,187	6,217,782

Expense Detail

<u>Expense Source</u>	<u>Year1_2021</u>	<u>Year2_2022</u>	<u>Year3_2023</u>	<u>Year4_2024</u>	<u>First Full Year</u>
Administrative/Offic	930,168.00	939,470.00	946,865.00	958,354.00	930,293.00
Other	1,083,245.00	1,094,077.00	1,105,018.00	1,116,068.00	1,083,245.00
Interest	0.00	0.00	0.00	0.00	0.00
Public Works	5,082,289.00	5,133,112.00	5,184,443.00	5,236,287.00	5,082,389.00
TOTALS	7,095,702	7,166,659	7,238,326	7,310,709	7,095,927

RESOLUTION NO. 2019-R-04
COMMUNITY FACILITY GRANT RESOLUTION

State of South Carolina
County of Colleton

For funding for Reroof Citizen Service Center, City of Walterboro has made application to USDA, Rural Development for Community Facility Grants in the amount of \$13,700.00 to assist in the need for essential community facilities in rural areas of Walterboro, South Carolina.

A meeting of the City of Walterboro Council, governing body, was duly called and held on May 7, 2019. The governing body is composed of _____ members of whom _____, constituting a quorum, were present at this meeting. At the meeting, the City of Walterboro, governing body, adopted a resolution agreeing to the responsibilities and requirement of Form RD1940-1, "Request for Obligation of Funds", with attachment and authorizing William T. Young, Jr., Mayor, and Amy J. Risher, Finance Director, to execute this form and Forms RD 400-1, "Equal Opportunity Agreement", 400-4, "Assurance Agreement", 442-7, "Operating Budget" and 1942-46, "Letter of Intent to Meet Conditions", RD 3570-3, "Agreement for Administrative Requirements for Community Facilities Grants", AD-1047, "Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary covered Transactions", AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction", AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – for Grantees Other Than Individuals", and Exhibit A-1 of RD Instruction 1940-Q, "Certification for Contract, Grants, and Loans".

The vote was: Yeas _____ Nays _____ Absent _____

SEAL

William T. Young, Jr.

Attest:

Betty J. Hudson, City Clerk



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

May 7, 2019

CITY OF WALTERBORO
ATTN: JEFFREY MOLINARI, CITY MANAGER
242 HAMPTON STREET
WALTERBORO, SC, 29488

Subject: City of Walterboro Letter of Conditions for a Community Facilities Grant

Dear Mr. Molinari,

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed based on USDA, Rural Development administering a Rural Housing Service (RHS) grant not to exceed the following grant amount;

1. Re-roof Citizen Service Center \$13,700 (Grant #)

The grant will be considered obligated on the date a signed copy of the Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

This project is for the City of Walterboro. Any change in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in your financial condition, operation, organizational structure or executive leadership) in the project must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

Please execute and return to Rural Development the following completed items if you desire that further consideration be given to your application:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 400-1, "Equal Opportunity Agreement"
- Form RD 400-4, "Assurance Agreement"
- Form RD 442-7, "Operating Budget"
- Form RD 1940-1, "Request for Obligation of Funds"

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201
Phone: (803) 785-5163 • Fax: (855) 565-9479 • TDD: (803) 785-5697 • Web: <http://www.rurdev.usda.gov/sc>

Committed to the future of rural communities.

USDA is an equal opportunity provider, employer and lender.

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 328-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

If the conditions set forth in this letter are not met within 180 days from the date hereof, USDA, Rural Development, reserves the right to discontinue processing of the application. Rural Development funding is prioritized for projects that need and will use the funding immediately. We will require that every possible effort be made to meet all conditions within 180 days.

The conditions are as outlined below:

1. ORGANIZATION’S AUTHORITY TO OBTAIN FUNDS, ETC.:

Consideration for this grant is based on the Organization being properly created as a nonprofit corporation in accordance with the provision of Section 12-754 of the 1962 Code of Laws of South Carolina (presently Section 33-31-50). This was accomplished through the issuance of a charter by the Secretary of State of South Carolina on December 20, 1826.

2. PROJECT COST:

Breakdown of Costs:

Description	Develop-ment	CF Grant	Grant#	Applicant Contribution	Other	Total Project Cost
Re-roof Citizen Service Center Project	\$25,000	\$13,700		\$11,300		\$25,000
TOTAL	\$25,000	\$13,700		\$11,300		\$25,000

These funds must be disbursed in accordance with the requirements of the sources of funds and must be available before proceeding with procurement. Rural Development will monitor the disbursement of all proceeds.

1. ADOPTION OF FORM RD 3570-3, “COMMUNITY FACILITIES GRANT 179

The agreement requires review of this form. You will be required to execute the completed form at the time of closing.

- The CITY OF WALTERBORO understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- The CITY OF WALTERBORO understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in

proportion to its participation in the project as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

2. BANK ACCOUNT:

All funds for this project will be handled through a bank account in a bank of your choice, separate from all other banking accounts. The bank account **shall be established prior to closing** and you must agree to make payments from this account only on request for payments, which are to be reviewed and concurred with by RD in advance of payment. You will establish adequate safeguards to assure that the funds from this account are used for authorized purposes only.

You must further agree to permit RD to examine your records and books during regular business hours or at other reasonable times.

3. USE OF MINORITY OWNED BANKS:

You are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members) for deposit and disbursement of funds. A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D. C. 20230 or any RUS Office.

4. TITLE OF PROPERTY:

Satisfactory evidence of title must be prepared and submitted to this office by you, with the assistance of your attorney, to include:

- A. Preliminary Title Opinion on Form RD 1927-9, on all real property now owned or to be acquired, executed by your attorney and **submitted to RD prior to grant closing.**
- B. Final Title Opinion on RD Form 1927-10, on all real property now owned or to be acquired, executed by your attorney at **closing.**
- C. A title insurance binder and title insurance policy, in an amount at least equal to the market value of the property as improved, may be substituted for requirements A and B.
- D. Where the right of use or control of real property not owned by you is essential to the successful operation of the facility during the life of the facility, such right will be evidenced by written agreements or contracts between the owner(s) of the property and the applicant. Lease of the site

or facility shall not contain forfeiture or summary cancellation clauses and shall provide for the right to transfer and lease without restrictions. The lease agreements shall be written for a term at least equal to the life of the facility.

5. ENVIRONMENTAL:

Prior to grant approval, you will be required to agree in writing to comply with all mitigation measures contained in the Environmental Assessment prepared by you or your consulting firm.

6. COORDINATION WITH FEDERAL, STATE AND LOCAL AGENCIES:

A statement must be obtained from the responsible State Agency certifying that the proposed facility meets the minimum standards for design and construction, including compliance with all pertinent State and local laws, including local codes.

7. SPECIAL REQUIREMENTS:

- a. A dedication ceremony is expected for this project. Any public information events are to be coordinated in advance with Rural Development. These events are to be planned for the public to be aware of this project and Rural Development's participation in the project.
- b. All documents requiring the signature of the officials will be executed by the MAYOR, attested by the FINANCE DIRECTOR, and the impression of the CITY OF WALTERBORO'S seal affixed thereon.
- c. The CITY OF WALTERBORO is to appoint one member of its governing body or management staff to serve as liaison with Rural Development.
- d. Furnish a certified list of the governing body (include addresses), samples of their signatures, and terms of their offices.
- e. A quorum of the CITY OF WALTERBORO's governing body must convene at a meeting called by the Mayor and adopt the Community Facilities Grant Resolution.
- f. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or

near your community for grants for similar purposes and periods of time.

- g. The CITY OF WALTERBORO will operate its facilities on a fiscal year that begins 07/01 and ends 06/30.
- h. The CITY OF WALTERBORO must adopt the attached Grant Resolution agreeing to the responsibilities of form RD 1940-1, "Request of Obligation of Funds", with attachment, and authorizing the execution of this and other forms related to the grant application.
- i. This financial assistance is subject to your compliance with the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.
- j. Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.
- k. Prior to the closing of the grant, it will be necessary that our Rural Development Area Office conduct a compliance review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." To assist the Rural Development Area Office with the Compliance Review, you will need to have available a numerical breakdown of your agency's service area's population into the following categories: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, White, and Other. The nondiscrimination poster, "And Justice for All," is to be displayed at your offices and facilities.
- l. Unless the requirements of the Letter of Conditions have already been satisfied, Rural Development will request to meet with CITY OF WALTERBORO's officials, attorney, and any other parties that may be involved in the project during the 4th month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.
- m. If there is a significant reduction in project costs, the CITY OF WALTERBORO's funding needs will be reassessed before grant closing. This reassessment will include the necessary revisions of the

grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural Development regulations effective at the time the grant was approved. Grant funds not needed to complete the proposed project will be returned to Rural Development.

- n. Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RHS financial assistance.

8. LEGAL SERVICES:

You must obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that ten percent of the cost be retained until the grant is closed and all legal requirements have been satisfied.

Prior to grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of your agency. Such a certification must also be provided before closing instructions can be issued.

The closing instructions for this grant will be issued by the Rural Development Community Programs Director. These requirements must be met before the grant can be closed.

Report of Lien Search is to be prepared by your attorney using their standard reporting format. This report is needed to assist in obtaining our grant closing instructions. This report must also be brought current as of the date and time of the actual closing.

9. ACCOUNTING METHODS, MANAGEMENT REPORTS AND AUDIT REPORTS:

- a. The business operations will be governed in accordance with the grant resolution and operating budget. Accounting records should be maintained on an accrual basis.

However, books may be kept on an accounting basis other than accrual and then adjustments made so that the financial statements are presented on the accrual basis. Your agency must retain all records, books, and supporting material for a period of three years after the issuance of the required audit reports and financial statements.

- b. Prior to grant closing or commencing with construction, whichever occurs first, your agency must provide and obtain approval from the Rural Development

Community Facility Program Director for its accounting and financial reporting system, including the required agreement for services with its auditor.

Audit Requirements:

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

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

Your agency is to be audited in accordance with the Office of Management and Budget (OMB) Circular A-133 in years it expends \$750,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, you will be under the general oversight of the Federal agency that provided the most funds. Reports required by this circular must be submitted no later than 9 months after the end of your agency's fiscal year.

Your agency is to be audited in accordance with the generally accepted government auditing standards (GAGAS) and Rural Development requirements in years it expends less than \$750,000 in Federal funds. These audits are to be completed with two copies of the report submitted to the Rural Development Area Office no later than 150 days following the end of your agency's fiscal year.

12. INSURANCE REQUIREMENTS:

A Certificate of Insurance evidencing that all the following required insurances have been obtained and is in force **must be provided to RD prior to grant closing.**

- A. **Property Insurance:** Fire and extended coverage on all structures in an amount equal to at least the depreciated replacement value.
- B. **Liability and Property Damage Insurance:** You must carefully review your overall operation to establish and obtain Public Liability and Property Damage Insurance coverage that will adequately protect you, your

officers, your officials, and your employees. You may want to consult your attorney to determine the amount of this coverage.

- C. **Workers' Compensation Insurance:** You must carry suitable Workers' Compensation Insurance for all your employees in accordance with applicable state laws.

13. FIDELITY BOND:

Fidelity Bond Coverage is required for all persons who have access to funds in accordance with RD regulations and **must be provided to RD prior to closing.** Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the Fidelity Bond should be sufficient to protect RD grant funds.

You may want to consult with your attorney to determine the amount of this coverage. Form RD 440-24, "Position Fidelity Schedule Bond", may be used, as may similar forms if determined acceptable to RD. Other types of coverage may be considered acceptable if it is determined by RD that they fulfill essentially the same purpose as a fidelity bond.

14. PROCUREMENT, BIDDING AND CONTRACT AWARDS:

- a. Procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The method of procurement must be approved by Rural Development.
- b. Request for Proposals/Specifications are to be approved by Rural Development. Rural Development is to concur before a proposal is accepted by the CITY OF WALTERBORO.

15. OTHER CERTIFICATIONS:

The following certifications must be **submitted to RD prior to grant closing.**

- Form AD- 1047, "Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions," must be executed and **submitted to RD prior to grant closing** to certify that you have not been debarred or suspended for federal assistance.
- Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", must be completed and **submitted to RD with any executed contracts prior to grant closing.** This form certifies that any person or entity you do business with as a result of this federal assistance is not debarred or suspended.

- Form AD-1049, "Certification Regarding Drug-Free Requirements (Grants) Alternative I - For Loan/grantees Other than Individuals", must be executed and **submitted to RD prior to grant closing.**
- The "Certification for Contracts, Loan/grants and Loans", Exhibit A-1 of RD Instruction 1940-Q, must be completed at the time an application or bid proposal is submitted by a person or entity requesting a contract or loan/grant exceeding \$100,000. Any person or entity requesting contract or loan/grant exceeding \$100,000 at any tier under a covered contract, loan/grant or loan, must complete and submit a certification to the next higher tier.
- Standard Form (SF) LLL, "Disclosure of Lobbying Activities", must be completed by recipients of a contract, loan/grant, or loan which meet the conditions of RD Instruction 1940-Q, 1940.812. If there have been no such activities, you should strike through the form and write "Not applicable" on the page and sign the form.
- Funds will be requested by the CITY OF WALTERBORO in writing. Form RD 440-11, "Estimate of Funds Needed for 30 day Period Commencing _____," may be used for making this request. Funds are to be deposited in the CITY OF WALTERBORO's construction account and Partial Payment Estimates and invoices paid by the CITY OF WALTERBORO from this account, after prior approval by Rural Development. Funds required by Rural Development to be deposited in the equipment account are considered project funds and are to be used only for authorized purposes. A pledge of collateral should be obtained for any funds in the account in excess of \$100,000. Any funds remaining in this account after payment of all Rural Development approved project costs are to be handled as unused grant funds. If necessary, and approved by the Rural Development Community Programs Director, the grant and grant funds may be disbursed through a supervised bank account selected by the CITY OF WALTERBORO. This bank will pledge collateral security to be maintained at a level equal to the greatest amount on deposit at any one time, less \$100,000.
- Each payment for project costs must be approved by the CITY OF WALTERBORO and Rural Development. Payment requests may be made on Form RD 1942-18, "Partial Payment Estimate," or similar form.

These conditions should be reviewed by you, legal counsel, consulting architect, and a representative from this agency at the scheduled Letter of Conditions meeting. At this meeting, you will receive specific instructions on the assembly and submittal of materials for review by the Office of General Counsel and issuance of closing instructions.

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

You will have the full cooperation of this agency and if we can be of any further assistance to you, please contact Nickie Toomes at 843-549-1822 EXT. 123

Sincerely,

**MICHELE J. CARDWELL
Community Programs Director**

Attachments

ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER	TYPE OF LOAN AN D/OR GRANT:		
ST CO BORROWER NO. 46-015-576001119	<input type="checkbox"/> 1 - Domestic Water System	<input type="checkbox"/> 5 - Cooperatives	<input type="checkbox"/> LN
Source of Funds: <input checked="" type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct	<input type="checkbox"/> 2 - Waste Disposal Systems	<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations	<input type="checkbox"/> CR
Type of Submission: <input type="checkbox"/> 1 - Initial <input checked="" type="checkbox"/> 2 - Subsequent	<input type="checkbox"/> A Sewage Collection	<input type="checkbox"/> 7 - RC&D	<input type="checkbox"/> MA
Type of Assistance: <input type="checkbox"/> 1 - Loan	<input type="checkbox"/> B Sewage Treatment	<input type="checkbox"/> 8 - Watershed (PL-566)	<input type="checkbox"/> DP
<input checked="" type="checkbox"/> 2 - Grant	<input type="checkbox"/> C Solid Waste Disposal	<input type="checkbox"/> 9 - Flood Prevention (PL-534)	
<input type="checkbox"/> 3 - Loan & Grant	<input type="checkbox"/> D Storm Drainage	<input type="checkbox"/> 10 - Community Facilities	Land Shifted: Recreational Visitor Day Capacity Annual
Type of Organization: <input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE	<input type="checkbox"/> 3 - Recreation	<input type="checkbox"/> 11 - Grants (PL-92-419)	
Date of Application: 11-21-2018	<input type="checkbox"/> 4 - Grazing	<input type="checkbox"/> 12 - B&I (Insured)	Number of users directly benefiting from this action: Residential _____ Other _____
Date Loan and/or Grant Approved: 05-07-2019	ADDRESS: 242 Hampton Street Walterboro SC 29488		
NAME OF APPLICANT: City of Walterboro	NAME OF COUNTY: Colleton		

ITEM	FUND ANALYSIS — (ALL AMOUNTS IN HUNDREDS OF DOLLARS)			TOTALS
	CASH CONTRIBUTION	OTHER	RD/FSA GRANT	
1. Development				\$0.00
2. Land and Rights				\$0.00
3. Legal Services				\$0.00
4. Architectural Eng. and Planning Service				\$0.00
5. Interest				\$0.00
6. Equipment	\$11,300.00		\$13,700.00	\$25,000.00
7. Contingencies				\$0.00
8. Refinancing				\$0.00
9. Initial O&M				\$0.00
10. Initial Reserve				\$0.00
11. TOTAL	\$11,300.00	\$0.00	\$13,700.00	\$25,000.00

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.							
1. CASE NUMBER ST CO BORROWER ID 46-015-906272115		LOAN NUMBER		FISCAL YEAR 2019			
2. BORROWER NAME Walterboro, City Of			3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)				
			4. STATE NAME South Carolina				
			5. COUNTY NAME Colleton				
GENERAL BORROWER/LOAN INFORMATION							
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AMAN 4 - HISPANIC 5 - A/PI		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC OF FARMERS 6 - ORG OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT		9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC	
10. SEX CODE 6 1 - MALE 2 - FEMALE		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)		12. VETERAN CODE 2 1 - YES 2 - NO		13. CREDIT REPORT 2 1 - YES 2 - NO	
14. DIRECT PAYMENT (See FMI)		15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEM-ANNUALLY 4 - QUARTERLY		16. FEE INSPECTION 2 1 - YES 2 - NO			
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000				18. USE OF FUNDS CODE (See FMI)			
COMPLETE FOR OBLIGATION OF FUNDS							
19. TYPE OF ASSISTANCE 757 (See FMI)		20. PURPOSE CODE 8		21. SOURCE OF FUNDS		22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
23. TYPE OF SUBMISSION 2 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$13,700.00			
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR		28. INTEREST RATE 0 %		29. REPAYMENT TERMS	
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS							
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT							
COMPLETE FOR EM LOANS ONLY				COMPLETE FOR CREDIT SALE-ASSUMPTION			
31. DISASTER DESIGNATION NUMBER (See FMI)				32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN			
FINANCE OFFICE USE ONLY				COMPLETE FOR FP LOANS ONLY			
33. OBLIGATION DATE MO DA YR				34. BEGINNING FARMER/RANCHER (See FMI)			

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

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

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

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

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

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

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

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

Attest By

Amy J. Risher, Finance Director

Date _____, 20 _____

William T. Young, Jr., Mayor
(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

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

Michele J. Cardwell, CF Program Director
(Signature of Approving Official)

Typed or Printed Name: Michele J. Cardwell, _____

Date Approved: _____

Title: CF Program Director _____

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

ATTACHMENT TO FORM RD 1940-1

35. Comments and Requirements of Certifying Official:

These funds are extended to the City of Waltherboro for Re-roof Citizen Service Center project. These funds will be approved subject to the Recipient satisfying all grant closing instructions, all conditions in the Letter of Conditions (LOC), and any amendments thereto prior to the closing.

The City of Waltherboro, understands the requirements for receipt of funds under the Community Facilities Loan Program. The Recipient assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set forth in 7 CFR 3015, 3016, or 3019 as subsequently modified, and the Letter of Conditions (LOC).

William T. Young Jr., Mayor

Date

ATTEST:

Amy J. Risher, Finance Director

Date

LETTER OF INTENT TO MEET CONDITIONS

Date 05-07-2019

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

531 Robertson Blvd. Suite A
Walterboro, SC 29488

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 05-07-2019. It is our intent to meet all of them not later than 11-03-2019.

Attest By:

Amy J. Risher, Finance Director

Walterboro, City Of

(Name of Association)

BY

William T. Young, Jr., Mayor

(Title)

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

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

(Signature-Individual(s))	(Date)	(Signature-Individual(s))	(Date)
(SEAL)		05-07-2019	Walterboro, City Of
		(Date)	(Name of Applicant)
(Signature of Attesting Official)		(Signature of Authorized Entity Official)	
ATTEST:		William T. Young, Jr., Mayor	
		(Title of Authorized Entity Official)	
Amy J. Risher, Finance Director		242 Hampton Street	
(Title of Attesting Official)		(Address)	
		Walterboro, SC 29488-	
		(City, State, and Zip Code)	

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 05-07-2019 between
Walterboro, City Of

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

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

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

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

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

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

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

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Walterboro, City Of

Name of Corporate Recipient

Attest:

Amy J. Risher, Finance Director Secretary

By _____
William T. Young, Jr., Mayor President

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

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated 05-07-2019, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN Walterboro, City Of

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

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as Citizens Service Center Roof R. The principal amount of the grant is \$ 13,700.00 (Grant Funds) which is 54.8000 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 25,000.00. Grantee is able to finance and has committed \$ 11,300.00 of Project costs.

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

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

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Use of equipment.

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

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Provide Financial Management Systems which will include:

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

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

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

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

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

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

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$13,700.00 which it will advance to Grantee to meet not to exceed 54.8000 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

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

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

Termination of This Agreement

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

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

By

William T. Young, Jr. Mayor

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

Attest:

By

Amy J. Risher

(Title) Finance Director

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

Nickie Toomes

Area Specialist

(Name)

(Title)



United States Department of Agriculture

AD-1047

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Waltherboro		PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) William T. Young Jr Mayor		
SIGNATURE(S)		DATE 5-7-2019

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Three Before Completing Certification)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
 - 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code)
 242 Hampton Street Walterboro, SC 29488-

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

ORGANIZATION NAME Walterboro, City Of	PR/AWARD NUMBER OR PROJECT NAME Re-roof Citizen Service Center
--	---

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)
 William T. Young, Jr. Mayor

SIGNATURE(S)	DATE
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The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Position 3

USDA
Form RD 400-4
(Rev. 11-17)

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

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The **Walterboro, City Of**

(name of recipient)

242 Hampton Street Walterboro, SC 29488-

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

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

In witness whereof, Walterboro, City Of _____ on this
(name of recipient)

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

(S E A L)

Recipient

5-7-2019

Date

Attest:

Amy J. Risher, Finance Director

Title

William T. Young, Jr., Mayor

Title

Name		Address		State (Including ZIP Code)					
Walterboro, City Of		242 Hampton street		Walterboro, SC 29488-					
Applicant Fiscal Year		County		State (Including ZIP Code)					
From	To	Colleton		SC 29488-					
	20	21	20	22	20	23	20	24	First Full Year
	(1)	(2)	(3)	(4)	(5)				
OPERATING INCOME									
1. Facility Operation	6,217,782	6,279,959	6,342,759	6,406,187	6,217,782				
2.									
3.									
4.									
5. Miscellaneous	0	0	0	0	0				
6. Less: Allowances and Deductions	()	()	()	()	()				
7. Total Operating Income (Add Lines 1 through 6)	6,217,782	6,279,959	6,342,759	6,406,187	6,217,782				
OPERATING EXPENSES									
8. Administrative/Office	930,168	939,470	948,865	958,354	930,293				
9. Jud Pks Tourism	1,083,245	1,094,077	1,105,018	1,116,068	1,083,245				
10. Public Works	5,082,289	5,133,112	5,184,443	5,236,287	5,082,389				
11.									
12.									
13.									
14.									
15. Interest (RD)	0	0	0	0	0				
16. Depreciation	0	0	0	0	0				
17. Total Operating Expense (Add lines 8 through 16)	7,095,702	7,166,659	7,238,326	7,310,709	7,095,927				
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	-877,920	-886,700	-895,567	-904,522	-878,145				
NONOPERATING INCOME									
19. Transfer Prop Fund	741,020	886,700	895,567	904,522	741,020				
20.									
21. Total Nonoperating Income (Add Lines 19 and 20)	741,020	886,700	895,567	904,522	741,020				
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	-136,900	0	0	0	-137,125				

Budget and Projected Cash Flow Approved by Governing Body

Attest:

Amy J. Risher, Finance Director Secretary

Date

William T. Young Jr. Mayor Appropriate Official

Date

PROJECTED CASH FLOW

	20 21	20 22	20 23	20 24	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	-136,900	0	0	0	-137,125
Add					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	0	0
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant	136,900				13,700
2. Proceeds from others					
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Asset(Exclude Cash)					
5. Other: _____					
6. _____					
D. Total all A, B and C Items	0	0	0	0	-123,425
E. Less: Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)					25,000
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan					
4. Principal Payment Other Loans					
5. Other: _____					
6. Total E 1 through 5	0	0	0	0	25,000
Add					
F. Beginning Cash Balances					
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	0	-148,425
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account					
Reserve Account					
Funded Depreciation Account					
Others: _____					

Total - Agrees with Item G	0	0.00	0.00	0.00	0.00

BUDGET ATTACHEMNT

Income Detail

<u>Income Source</u>	<u>Year1_2021</u>	<u>Year2_2022</u>	<u>Year3_2023</u>	<u>Year4_2024</u>	<u>First Full Year</u>
Facility Operation	6,217,782.00	6,279,959.00	6,342,759.00	6,406,187.00	6,217,782.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
TOTALS	6,217,782	6,279,959	6,342,759	6,406,187	6,217,782

Expense Detail

<u>Expense Source</u>	<u>Year1_2021</u>	<u>Year2_2022</u>	<u>Year3_2023</u>	<u>Year4_2024</u>	<u>First Full Year</u>
Administrative/Offic	930,168.00	939,470.00	948,865.00	958,354.00	930,293.00
Other	1,083,245.00	1,094,077.00	1,105,018.00	1,116,068.00	1,083,245.00
Interest	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Public Works	5,082,289.00	5,133,112.00	5,184,443.00	5,236,287.00	5,082,389.00
TOTALS	7,095,702	7,166,659	7,238,326	7,310,709	7,095,927

**RESOLUTION NO. 2019-R-05
COMMUNITY FACILITY GRANT RESOLUTION**

**State of South Carolina
County of Colleton**

For funding for Generator and transfer switch for City Hall, City of Walterboro has made application to USDA, Rural Development for Community Facility Grants in the amount of \$23,300.00 to assist in the need for essential community facilities in rural areas of Walterboro, South Carolina.

A meeting of the City of Walterboro Council, governing body, was duly called and held on May 7, 2019. The governing body is composed of _____ members of whom _____, constituting a quorum, were present at this meeting. At the meeting, the City of Walterboro, governing body, adopted a resolution agreeing to the responsibilities and requirement of Form RD1940-1, “Request for Obligation of Funds”, with attachment and authorizing William T. Young, Jr., Mayor, and Amy J. Risher, Finance Director, to execute this form and Forms RD 400-1, “Equal Opportunity Agreement”, 400-4, “Assurance Agreement”, 442-7, “Operating Budget” and 1942-46, “Letter of Intent to Meet Conditions”, RD 3570-3, “Agreement for Administrative Requirements for Community Facilities Grants”, AD-1047, “Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary covered Transactions”, AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction”, AD-1049, “Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – for Grantees Other Than Individuals”, and Exhibit A-1 of RD Instruction 1940-Q, “Certification for Contract, Grants, and Loans”.

The vote was: Yeas _____ Nays _____ Absent _____

SEAL

William T. Young, Jr.

Attest:

Betty J. Hudson, City Clerk



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

May 7, 2019

CITY OF WALTERBORO
ATTN: JEFFREY MOLINARI, CITY MANAGER
242 HAMPTON STREET
WALTERBORO, SC, 29488

Subject: City of Walterboro Letter of Conditions for a Community Facilities Grant

Dear Mr. Molinari,

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given your application. This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed based on USDA, Rural Development administering a Rural Housing Service (RHS) grant not to exceed the following grant amount;

1. City Hall Generator with Transfer Switch \$23,300 (Grant #)

The grant will be considered obligated on the date a signed copy of the Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

This project is for the City of Walterboro. Any change in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in your financial condition, operation, organizational structure or executive leadership) in the project must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

Please execute and return to Rural Development the following completed items if you desire that further consideration be given to your application:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 400-1, "Equal Opportunity Agreement"
- Form RD 400-4, "Assurance Agreement"
- Form RD 442-7, "Operating Budget"
- Form RD 1940-1, "Request for Obligation of Funds"

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201
Phone: (803) 765-5183 • Fax: (855) 565-9479 • TDD: (803) 765-5697 • Web: <http://www.rurdev.usda.gov/sc>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-8410 or call (202) 720-5964 (voice or TDD).

If the conditions set forth in this letter are not met within 180 days from the date hereof, USDA, Rural Development, reserves the right to discontinue processing of the application. Rural Development funding is prioritized for projects that need and will use the funding immediately. We will require that every possible effort be made to meet all conditions within 180 days.

The conditions are as outlined below:

1. ORGANIZATION'S AUTHORITY TO OBTAIN FUNDS, ETC.:

Consideration for this grant is based on the Organization being properly created as a nonprofit corporation in accordance with the provision of Section 12-754 of the 1962 Code of Laws of South Carolina (presently Section 33-31-50). This was accomplished through the issuance of a charter by the Secretary of State of South Carolina on December 20, 1826.

2. PROJECT COST:

Breakdown of Costs:

Description	Development	CF Grant	Grant#	Applicant Contribution	Other	Total Project Cost
City Hall Generator	\$42,500	\$23,300		\$19,200		\$42,500
TOTAL	\$42,500	\$23,300		\$19,200		\$42,500

These funds must be disbursed in accordance with the requirements of the sources of funds and must be available before proceeding with procurement. Rural Development will monitor the disbursement of all proceeds.

1. ADOPTION OF FORM RD 3570-3, "COMMUNITY FACILITIES GRANT 179"

The agreement requires review of this form. You will be required to execute the completed form at the time of closing.

- The CITY OF WALTERBORO understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- The CITY OF WALTERBORO understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

2. BANK ACCOUNT:

All funds for this project will be handled through a bank account in a bank of your choice, separate from all other banking accounts. The bank account **shall be established prior to closing** and you must agree to make payments from this account only on request for payments, which are to be reviewed and concurred with by RD in advance of payment. You will establish adequate safeguards to assure that the funds from this account are used for authorized purposes only.

You must further agree to permit RD to examine your records and books during regular business hours or at other reasonable times.

3. USE OF MINORITY OWNED BANKS:

You are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members) for deposit and disbursement of funds. A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D. C. 20230 or any RUS Office.

4. TITLE OF PROPERTY:

Satisfactory evidence of title must be prepared and submitted to this office by you, with the assistance of your attorney, to include:

- A. Preliminary Title Opinion on Form RD 1927-9, on all real property now owned or to be acquired, executed by your attorney and **submitted to RD prior to grant closing**.
- B. Final Title Opinion on RD Form 1927-10, on all real property now owned or to be acquired, executed by your attorney at **closing**.
- C. A title insurance binder and title insurance policy, in an amount at least equal to the market value of the property as improved, may be substituted for requirements A and B.
- D. Where the right of use or control of real property not owned by you is essential to the successful operation of the facility during the life of the facility, such right will be evidenced by written agreements or contracts between the owner(s) of the property and the applicant. Lease of the site or facility shall not contain forfeiture or summary cancellation clauses and shall provide for the right to transfer and lease without restrictions. The

lease agreements shall be written for a term at least equal to the life of the facility.

5. ENVIRONMENTAL:

Prior to grant approval, you will be required to agree in writing to comply with all mitigation measures contained in the Environmental Assessment prepared by you or your consulting firm.

6. COORDINATION WITH FEDERAL, STATE AND LOCAL AGENCIES:

A statement must be obtained from the responsible State Agency certifying that the proposed facility meets the minimum standards for design and construction, including compliance with all pertinent State and local laws, including local codes.

7. SPECIAL REQUIREMENTS:

- a. A dedication ceremony is expected for this project. Any public information events are to be coordinated in advance with Rural Development. These events are to be planned for the public to be aware of this project and Rural Development's participation in the project.
- b. All documents requiring the signature of the officials will be executed by the MAYOR, attested by the FINANCE DIRECTOR, and the impression of the CITY OF WALTERBORO'S seal affixed thereon.
- c. The CITY OF WALTERBORO is to appoint one member of its governing body or management staff to serve as liaison with Rural Development.
- d. Furnish a certified list of the governing body (include addresses), samples of their signatures, and terms of their offices.
- e. A quorum of the CITY OF WALTERBORO's governing body must convene at a meeting called by the Mayor and adopt A Community Facilities Grant Resolution.
- f. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or near your community for grants for similar purposes and periods of time.

- g. The CITY OF WALTERBORO will operate its facilities on a fiscal year that begins 07/01 and ends 06/30.
- h. The CITY OF WALTERBORO must adopt the attached Grant Resolution agreeing to the responsibilities of form RD 1940-1, "Request of Obligation of Funds", with attachment, and authorizing the execution of this and other forms related to the grant application.
- i. This financial assistance is subject to your compliance with the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.
- j. Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.
- k. Prior to the closing of the grant, it will be necessary that our Rural Development Area Office conduct a compliance review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." To assist the Rural Development Area Office with the Compliance Review, you will need to have available a numerical breakdown of your agency's service area's population into the following categories: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, White, and Other. The nondiscrimination poster, "And Justice for All," is to be displayed at your offices and facilities.
- l. Unless the requirements of the Letter of Conditions have already been satisfied, Rural Development will request to meet with CITY OF WALTERBORO's officials, attorney, and any other parties that may be involved in the project during the 4th month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to establish goals and a timetable for completing work on the conditions that have not yet been satisfied.
- m. If there is a significant reduction in project costs, the CITY OF WALTERBORO's funding needs will be reassessed before grant closing. This reassessment will include the necessary revisions of the grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural

Development regulations effective at the time the grant was approved. Grant funds not needed to complete the proposed project will be returned to Rural Development.

- n. Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RHS financial assistance.

8. LEGAL SERVICES:

You must obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that ten percent of the cost be retained until the grant is closed and all legal requirements have been satisfied.

Prior to grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of your agency. Such a certification must also be provided before closing instructions can be issued.

The closing instructions for this grant will be issued by the Rural Development Community Programs Director. These requirements must be met before the grant can be closed.

Report of Lien Search is to be prepared by your attorney using their standard reporting format. This report is needed to assist in obtaining our grant closing instructions. This report must also be brought current as of the date and time of the actual closing.

9. ACCOUNTING METHODS, MANAGEMENT REPORTS AND AUDIT REPORTS:

- a. The business operations will be governed in accordance with the grant resolution and operating budget. Accounting records should be maintained on an accrual basis.

However, books may be kept on an accounting basis other than accrual and then adjustments made so that the financial statements are presented on the accrual basis. Your agency must retain all records, books, and supporting material for a period of three years after the issuance of the required audit reports and financial statements.

- b. Prior to grant closing or commencing with construction, whichever occurs first, your agency must provide and obtain approval from the Rural Development Community Facility Program Director for its accounting and financial reporting system, including the required agreement for services with its auditor.

Audit Requirements:

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

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

Your agency is to be audited in accordance with the Office of Management and Budget (OMB) Circular A-133 in years it expends \$750,000 or more in Federal funds. The OMB will assign a cognizant Federal agency to oversee the implementation of this circular. If an agency is not assigned, you will be under the general oversight of the Federal agency that provided the most funds. Reports required by this circular must be submitted no later than 9 months after the end of your agency's fiscal year.

Your agency is to be audited in accordance with the generally accepted government auditing standards (GAGAS) and Rural Development requirements in years it expends less than \$750,000 in Federal funds. These audits are to be completed with two copies of the report submitted to the Rural Development Area Office no later than 150 days following the end of your agency's fiscal year.

12. INSURANCE REQUIREMENTS:

A Certificate of Insurance evidencing that all the following required insurances have been obtained and is in force **must be provided to RD prior to grant closing.**

- A. **Property Insurance:** Fire and extended coverage on all structures in an amount equal to at least the depreciated replacement value.
- B. **Liability and Property Damage Insurance:** You must carefully review your overall operation to establish and obtain Public Liability and Property Damage Insurance coverage that will adequately protect you, your officers, your officials, and your employees. You may want to consult your attorney to determine the amount of this coverage.

- C. **Workers' Compensation Insurance:** You must carry suitable Workers' Compensation Insurance for all your employees in accordance with applicable state laws.

13. FIDELITY BOND:

Fidelity Bond Coverage is required for all persons who have access to funds in accordance with RD regulations and **must be provided to RD prior to closing.** Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the Fidelity Bond should be sufficient to protect RD grant funds.

You may want to consult with your attorney to determine the amount of this coverage. Form RD 440-24, "Position Fidelity Schedule Bond", may be used, as may similar forms if determined acceptable to RD. Other types of coverage may be considered acceptable if it is determined by RD that they fulfill essentially the same purpose as a fidelity bond.

14. PROCUREMENT, BIDDING AND CONTRACT AWARDS:

- a. Procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The method of procurement must be approved by Rural Development.
- b. Request for Proposals/Specifications are to be approved by Rural Development. Rural Development is to concur before a proposal is accepted by the CITY OF WALTERBORO.

15. OTHER CERTIFICATIONS:

The following certifications must be **submitted to RD prior to grant closing.**

- Form AD- 1047, "Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions," must be executed and **submitted to RD prior to grant closing** to certify that you have not been debarred or suspended for federal assistance.
- Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", must be completed and **submitted to RD with any executed contracts prior to grant closing.** This form certifies that any person or entity you do business with as a result of this federal assistance is not debarred or suspended.
- Form AD-1049, "Certification Regarding Drug-Free Requirements (Grants) Alternative I - For Loan/grantees Other than Individuals", must be executed and **submitted to RD prior to grant closing.**

ASSOCIATION PROJECT FUND ANALYSIS

CASE NUMBER	TYPE OF LOAN AN D/OR GRANT:		
ST CO BORROWER NO. 46-015-576001119	<input type="checkbox"/> 1 - Domestic Water System	<input type="checkbox"/> 5 - Cooperatives	FINANCE USE ONLY
Source of Funds: <input checked="" type="checkbox"/> 1 - Insured <input checked="" type="checkbox"/> 2 - Direct	<input type="checkbox"/> 2 - Waste Disposal Systems	<input type="checkbox"/> 6 - Indian Tribes or Tribal Corporations	LN CR FY
Type of Submission: <input type="checkbox"/> 1 - Initial <input checked="" type="checkbox"/> 2 - Subsequent	<input type="checkbox"/> A Sewage Collection	<input type="checkbox"/> 7 - RC&D	MA DP
Type of Assistance: <input type="checkbox"/> 1 - Loan	<input type="checkbox"/> B Sewage Treatment	<input type="checkbox"/> 8 - Watershed (PL-566)	Land Shifted: Recreational Visitor Day Capacity Annual
<input checked="" type="checkbox"/> 2 - Grant	<input type="checkbox"/> C Solid Waste Disposal	<input type="checkbox"/> 9 - Flood Prevention (PL-534)	
<input type="checkbox"/> 3 - Loan & Grant	<input type="checkbox"/> D Storm Drainage	<input type="checkbox"/> 10 - Community Facilities	Number of users directly benefiting from this action: Residential _____ Other _____
Type of Organization: <input checked="" type="checkbox"/> 1 - PBTE <input type="checkbox"/> 2 - Non - TE	<input type="checkbox"/> 3 - Recreation	<input type="checkbox"/> 11 - Grants (PL-92-419)	
Date of Application: 11-21-2018	<input type="checkbox"/> 4 - Grazing	<input type="checkbox"/> 12 - B&I (Insured)	
Date Loan and/or Grant Approved: 05-07-2019			
NAME OF APPLICANT: City of Walterboro	ADDRESS: 242 Hampton Street Walterboro SC 29488	NAME OF COUNTY: Colleton	

ITEM	FUND ANALYSIS -- (ALL AMOUNTS IN HUNDREDS OF DOLLARS)			TOTALS
	CASH CONTRIBUTION	OTHER	RD/FSA GRANT	
1. Development				\$0.00
2. Land and Rights				\$0.00
3. Legal Services				\$0.00
4. Architectural Eng. and Planning Service				\$0.00
5. Interest				\$0.00
6. Equipment	\$19,200.00		\$23,300.00	\$42,500.00
7. Contingencies				\$0.00
8. Refinancing				\$0.00
9. Initial O&M				\$0.00
10. Initial Reserve				\$0.00
11. TOTAL	\$19,200.00	\$0.00	\$23,300.00	\$42,500.00

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

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated 05-07-2019, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ Walterboro, City Of _____

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

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as City Hall Generator. The principal amount of the grant is \$ 23,300.00 (Grant Funds) which is 54.8200 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 42,500.00. Grantee is able to finance and has committed \$ 19,200.00 of Project costs.

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

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

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Use of equipment.

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

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Provide Financial Management Systems which will include:

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

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

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

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

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

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

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$23,300.00 which it will advance to Grantee to meet not to exceed 54.8200 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

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

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

Termination of This Agreement

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

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

By

William T. Young, Jr. Mayor

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

Attest:

By

Amy J. Risher

(Title) Finance Director

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

Nickie Toomes

Area Specialist

(Name)

(Title)

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 46-015-906272115		LOAN NUMBER	FISCAL YEAR 2019
2. BORROWER NAME Walterboro, City Of		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME South Carolina	
		5. COUNTY NAME Colleton	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC OF FARMERS 6 - ORG OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEM-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPQ ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 757 (See FMI)	20. PURPOSE CODE 8	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT 2	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$23,300.00
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

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

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

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

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

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

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

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

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

Attest By
Amy J. Risher, Finance Director

Date _____, 20 ____
William T. Young, Jr., Mayor
(Signature of Applicant)

Date _____, 20 ____
(Signature of Co-Applicant)

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

Michele J. Cardwell, CF Program Director
(Signature of Approving Official)

Typed or Printed Name: Michele J. Cardwell,

Date Approved: _____ Title: CF Program Director

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

ATTACHMENT TO FORM RD 1940-1

35. Comments and Requirements of Certifying Official:

These funds are extended to the City of Walterboro for generator project. These funds will be approved subject to the Recipient satisfying all grant closing instructions, all conditions in the Letter of Conditions (LOC), and any amendments thereto prior to the closing.

The City of Walterboro, understands the requirements for receipt of funds under the Community Facilities Loan Program. The Recipient assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set forth in 7 CFR 3015, 3016, or 3019 as subsequently modified, and the Letter of Conditions (LOC).

William T. Young Jr., Mayor

Date

ATTEST:

Amy J. Risher, Finance Director

Date

LETTER OF INTENT TO MEET CONDITIONS

Date 05-07-2019

TO: United States Department of Agriculture

USDA, Rural Development

(Name of USDA Agency)

531 Robertson Blvd. Suite A
Walterboro, SC 29488

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 05-07-2019. It is our intent to meet all of them not later than 11-03-2019.

Attest By:

Amy J. Risher, Finance Director

Walterboro, City Of

(Name of Association)

BY

William T. Young, Jr., Mayor

(Title)

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

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 05-07-2019 between
Walterboro, City Of

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

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

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

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

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

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

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

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Walterboro, City Of

Name of Corporate Recipient

Attest:

Amy J. Risher, Finance Director Secretary

By _____
William T. Young, Jr., Mayor President



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

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

ORGANIZATION NAME City of Waltherboro		PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) William T. Young Jr Mayor			
SIGNATURE(S)		DATE 5-7-2019	



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Three Before Completing Certification)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
 - 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code)
 242 Hampton Street Walterboro, SC 29488-

Check [] if there are workplaces on file that are not identified here.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Walterboro, City Of	Re-roof Citizen Service Center
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
William T. Young, Jr. Mayor	
SIGNATURE(S)	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-8136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Position 3

USDA
Form RD 400-4
(Rev. 11-17)

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

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The **Walterboro, City Of**

(name of recipient)

242 Hampton Street Walterboro, SC 29488-

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];
4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];
5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and
6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

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

In witness whereof, Walterboro, City Of on this _____

(name of recipient)

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

(S E A L)

Recipient

5-7-2019

Date

Attest:

Amy J. Risher, Finance Director

Title

William T. Young, Jr., Mayor

Title

OPERATING BUDGET

Schedule 1

Name Walterboro, City Of	Address 242 Hampton street	Walterboro, SC 29488-
Applicant Fiscal Year From To	County Colleton	State (Including ZIP Code) SC 29488-

	20	21	20	22	20	23	20	24	First Full Year
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
OPERATING INCOME									
1. Facility Operation		6,217,782		6,279,959		6,342,759		6,406,187	6,217,782
2.									
3.									
4.									
5. Miscellaneous		0		0		0		0	0
6. Less: Allowances and Deductions	()	()	()	()	0)
7. Total Operating Income (Add Lines 1 through 6)		6,217,782		6,279,959		6,342,759		6,406,187	6,217,782
OPERATING EXPENSES									
8. Administrative/Office		930,168		939,470		948,865		958,354	930,293
9. Jud Pks Tourism		1,083,245		1,094,077		1,105,018		1,116,068	1,083,245
10. Public Works		5,082,289		5,133,112		5,184,443		5,236,287	5,082,389
11.									
12.									
13.									
14.									
15. Interest (RD)		0		0		0		0	0
16. Depreciation		0		0		0		0	0
17. Total Operating Expense (Add lines 8 through 16)		7,095,702		7,166,659		7,238,326		7,310,709	7,095,927
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)		-877,920		-886,700		-895,567		-904,522	-878,145
NONOPERATING INCOME									
19. Transfer Prop Fund		741,020		886,700		895,567		904,522	741,020
20.									
21. Total Nonoperating Income (Add Lines 19 and 20)		741,020		886,700		895,567		904,522	741,020
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)		-136,900		0		0		0	-137,125

Budget and Projected Cash Flow Approved by Governing Body

Attest:

Amy J Risher, Finance Director Secretary

Date

William T Young Jr. Mayor Appropriate Official

Date

PROJECTED CASH FLOW

	20 21	20 22	20 23	20 24	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	-136,900	0	0	0	-137,125
Add					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	0	0
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant	136,900				13,700
2. Proceeds from others					
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Assets (Exclude Cash)					
5. Other: _____					
6. _____					
D. Total all A, B and C Items	0	0	0	0	-123,425
E. Less: Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)					25,000
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan					
4. Principal Payment Other Loans					
5. Other: _____					
6. Total E 1 through 5	0	0	0	0	25,000
Add					
F. Beginning Cash Balances					
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	0	-148,425
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account					
Reserve Account					
Funded Depreciation Account					
Others: _____					

Total - Agrees with Item G	0	0.00	0.00	0.00	0.00

BUDGET ATTACHEMNT

Income Detail

<u>Income Source</u>	<u>Year1_2021</u>	<u>Year2_2022</u>	<u>Year3_2023</u>	<u>Year4_2024</u>	<u>First Full Year</u>
Facility Operation	6,217,782.00	6,279,959.00	6,342,759.00	6,406,187.00	6,217,782.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
TOTALS	6,217,782	6,279,959	6,342,759	6,406,187	6,217,782

Expense Detail

<u>Expense Source</u>	<u>Year1_2021</u>	<u>Year2_2022</u>	<u>Year3_2023</u>	<u>Year4_2024</u>	<u>First Full Year</u>
Administrative/Offic	930,168.00	939,470.00	948,865.00	958,354.00	930,293.00
Other	1,083,245.00	1,094,077.00	1,105,018.00	1,116,068.00	1,083,245.00
Interest	0.00	0.00	0.00	0.00	0.00
Public Works	5,082,289.00	5,133,112.00	5,184,443.00	5,236,287.00	5,082,389.00
TOTALS	7,095,702	7,166,659	7,238,326	7,310,709	7,095,927

RESOLUTION NO. 2019-R-06

WHEREAS, the need to address quality of life issues for the City of Walterboro, and addressing the concerns and issues of LMI residents is a priority for the City, infrastructure improvements have been identified as a priority community need for City of Walterboro, and

WHEREAS, the City of Walterboro wishes to address this need by making application to the South Carolina Department of Commerce, Grants Administration for Community Infrastructure Funds in order to improve the water system by making water line upgrades.

WHEREAS, the completion of this project would directly benefit residents of Colleton County, of which at least 51% qualify as having low-to-moderate incomes,

NOW THEREFORE BE IT RESOLVED by the City Council of Walterboro, South Carolina, that

1. City Council hereby endorses the East Side Water Upgrade Project because it will greatly improve the quality of life for the residents of the City of Walterboro and Colleton County.

2. Colleton County is authorized to prepare and submit a Community Development Block Grant (CDBG) Community Infrastructure Application for the Colleton County – East Side Water Upgrade Project. The City of Walterboro will be a subrecipient and the City Manager is authorized to commit matching funds in the amount of 10% of the grant request or \$48,750 to meet the local commitment of the Community Development Program.

3. Additionally, the City Manager is authorized to commit an additional \$7,601 in funds to meet the budget needs of the proposed project.

ADOPTED, THIS ____ DAY OF MAY, 2019.

William T. Young, Jr, Mayor

ATTEST:

Betty J. Hudson
Clerk to Council



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 3, 2019
SUBJECT: Highway 15/Academy Road Intersection Improvements – Water Line Relocation

The Colleton County Transportation Committee (CTC) and SCDOT are making improvements to the intersection of Highway 15 (Jefferies Blvd.)/Academy Road. The City has a 6" waterline that will need to be relocated as part of the project. There is a proviso in the current State budget that appropriates funds to public utilities to cover relocation costs for SCDOT-funded transportation projects. The City bid the project in early April and received two (2) bids and one (1) non-responsive bid.

<u>Contractor</u>	<u>Price</u>
Carolina Tap & Bore, Inc. (West Columbia, SC)	\$183,765.00
Palmetto Utility Group, Inc. (Branchville, SC)	\$191,569.10

The engineering cost for the project is \$22,383 for a total cost of **\$206,148.00**. SCDOT will be reimbursing the City for all of the engineering and construction costs (agreement attached). Staff recommends awarding the contract to Carolina Tap & Bore, Inc, contingent upon approval from SCDOT.

If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments



May 1, 2019

Mr. Wayne Crosby, Utilities Director
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Re: Jefferies Highway Water Improvements

Dear Mr. Crosby:

As you know, the bid opening for the Jefferies Highway Water Improvements was conducted at 3 p.m. on April 30, 2019 at Walterboro City Hall there in Walterboro. There were 2 bids received and opened. A third bid was received, but that bidder submitted a formal request to withdraw his bid before the bid opening. A copy of the Bid Tabulation is enclosed. All bids were found to be responsive.

Carolina Tap & Bore, Inc. was the low bidder with a bid price of \$183,765.00. We are of the opinion that this is a fair and reasonable price for this work in light of the accelerated Contract Time.

We are also of the opinion that Carolina Tap & Bore, Inc. is both qualified and capable of performing the Jefferies Highway Water Improvements as they have constructed projects of our design before. Accordingly, Hybrid Engineering, Inc. recommends that a construction contract be awarded to Carolina Tap & Bore, Inc. In anticipation that our recommendation will be accepted, we have prepared and enclosed a Notice of Award. If you find this Notice of Award to be acceptable, please have it signed, scanned, and e-mailed to us.

Let us know if you have any questions or if we might provide additional information. As always, it is our pleasure to be of service.

Yours sincerely,

HYBRID ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'C. Douglas Clary, Jr.', with a long horizontal flourish extending to the right.

C. Douglas Clary, Jr., P.E.

Enclosures

BID TABULATION
JEFFERIES HIGHWAY WATER IMPROVEMENTS
CITY OF WALTERBORO
April 30, 2019



Item No.	Item Description	Unit	Estimated Quantity	Carolina Tap & Bore, Inc.		Palmetto Utility Group, Inc.	
				Unit Price	Total Price	Unit Price	Total Price
1	8" Water Main	LF	1,080	\$42.00	\$45,360.00	\$35.00	\$37,800.00
2	8" Ductile Iron Water Main Threaded Through Casing	LF	160	\$58.00	\$9,280.00	\$54.22	\$8,675.20
3	Bore & Jack 16" Steel Casing	LF	240	\$225.00	\$54,000.00	\$325.00	\$78,000.00
4	8" Ductile Iron Water Main Under/Over SCDOT Storm Drain Pipe	LF	80	\$125.00	\$10,000.00	\$80.00	\$4,800.00
5	6" Ductile Iron Water Main Threaded Through Casing	LF	80	\$90.00	\$7,200.00	\$52.00	\$4,160.00
6	8" Gate Valve & Box	EA	1	\$2,200.00	\$2,200.00	\$1,977.05	\$1,977.05
7	6" Gate Valve & Box	EA	3	\$1,800.00	\$5,400.00	\$1,500.00	\$4,500.00
8	8" 45 Degree MJDI Bend	EA	20	\$400.00	\$8,000.00	\$475.00	\$9,500.00
9	6" x 6" MJDI Tapping Tee	EA	2	\$400.00	\$800.00	\$3,600.00	\$7,200.00
10	8" x 8" MJDI Tee	EA	1	\$600.00	\$600.00	\$628.35	\$628.35
11	8" x 6" MJDI Tee	EA	1	\$600.00	\$600.00	\$428.50	\$428.50
12	8" x 6" MJDI Reducer	EA	2	\$400.00	\$800.00	\$630.00	\$1,260.00
13	Fire Hydrant Assembly	EA	3	\$4,000.00	\$12,000.00	\$3,500.00	\$10,500.00
14	Concrete Valve Marker	EA	4	\$150.00	\$600.00	\$75.00	\$300.00
15	Remove & Replace Service Assembly	EA	5	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00
16	Dry Bore 1" Service Tubing Under Roadway	LF	85	\$35.00	\$2,975.00	\$12.00	\$1,020.00
17	1" Service Tubing	LF	60	\$20.00	\$1,200.00	\$12.00	\$720.00
18	Cut & Cap Existing 3" Water Main	EA	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00
19	Remove & Replace Asphalt Pavement - Driveways	LF	200	\$40.00	\$8,000.00	\$43.00	\$8,600.00
20	Grassing	LS	1	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00
21	Sediment and Erosion Control	LS	1	\$750.00	\$750.00	\$3,000.00	\$3,000.00
				Total:	\$183,765.00	Total:	\$191,569.10

Note: Highlighted figures represent those corrected by Engineer.

The bids tabulated herein were received by the City of Walterboro on April 30, 2019 in Council Chambers at Walterboro City Hall.

Hybrid Engineering, Inc.

C. Douglas Clary, Jr., P.E.

UTILITY AGREEMENT

Contract ID No. P028128 Route (or Road No.) US Highway 15 (Jefferies Highway)

F. A. Project No. _____ State Project No. _____

This Agreement made this _____ day of _____, 20 ¹⁹ _____, by and between the South Carolina Department of Transportation, hereinafter called "Department" and the City of Walterboro

_____ hereinafter called "Company".

The Department and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. Department and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

W I T N E S S E T H:

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:

General description: replacement of approximately 1,320 linear feet of existing 6-inch water main with 8-inch water main, replacement of approximately 80 linear feet of 6-inch water main with 6-inch water main, 4 gate valves/boxes, 3 fire hydrants, and related appurtenances

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with the Department's "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of:

\$ 206,148

State Share \$206,148

Utility Share \$0

- (a) The Company(does, does not) have the right of occupancy in its existing location by reason of holding the fee, and easement, or other real property interest, the damaging or taking of which is compensable in eminent domain. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain)

Proviso 84.18

Easement for this project is filed in _____

(County)

(City and State)

- (b) This section of line (for purpose of establishing right-of-way priorities only) has been in service for approximately _____ years or more.
- (c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).
- (d) The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products which do not comply with the Buy America requirements.

3. The Company shall begin said work promptly upon notification in writing by the Department and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the Department's Resident Construction Engineer of the date on which work is expected to begin.
4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

BY COMPANY'S REGULAR FORCES

BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

The City does not have the workforce nor all of the equipment necessary to perform this work.

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the Department in advance of the Company's solicitation of bids.

BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the Department and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

5. The Department will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

(a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

(b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

(c) Lump Sum

The Department may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the Department Engineer followed by written notification to the Department.

6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the Department.
7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.
8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

9. Periodic progress billings of incurred costs may be made by the Company to the Department not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the Department with one electronic copy of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the Department, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the Department prior to six months following the completion of work and the Company has not during that period demonstrated to the Department's satisfaction a hardship in completing that billing, the Department may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement.

10. The Department and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the Department of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The Department and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

COMPANY: City of Walterboro
ADDRESS: 242 Hampton Street
Walterboro, SC 29488

INSTRUCTIONS: Submit one electronic copy of the agreement form and one electronic print of drawings showing present location and proposed location of pole(s) or lines with reference to highway survey stations and centerline with offsets.

BY: _____
TITLE Manager

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____
Director of Rights of Way



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 2, 2019
SUBJECT: **I-95 Business Loop Phase 1B/1E Underground Electric Facilities Agreement –
Dominion Energy South Carolina, Inc.**

Dominion Energy South Carolina, Inc. (formerly SCE&G) will install underground electrical infrastructure for decorative lighting along both sides of South Jefferies Boulevard from Elizabeth Street to Benson Street. The total estimated cost for the project is **\$320,068.00**. Dominion Energy will provide one-half of the total cost per the Non-Standard Service Fund provisions of the Franchise Agreement. The City's share is **\$160,034.00** and will be paid from the Capital Project Sale Tax. City staff respectfully requests authorization from City Council to execute the agreement. If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachment

**DOMINION ENERGY SOUTH CAROLINA, INC.
OTHER WORK IN PROGRESS (OWIP)
Estimate Authorization**

Project Title: S. Jeffries Hwy
Phase 1B UG Infrastructure

OWIP No.: 023069

Project Coordinator: Andrew Marshall

South Carolina Electric and Gas Company (Company) agrees to perform the work described on the form for the City of Walterboro (Customer) on the condition that the *Customer hereby agrees to the terms of this Agreement and agrees to pay one-half of the total cost for work/facilities described herein.* The Company will provide the other one-half of the total project costs per the Non-Standard Service provisions of its Franchise Agreement with the City of Walterboro. Any significant changes in work scope that will affect cost will be handled via a change order, signed by Customer and Company.

Description:

The company will install underground electric facilities along both sides of S. Jeffries Blvd. from Elizabeth St. to Benson St. as illustrated on Company drawing D-81572 sheet 2 (Company Owned). CITY agrees to provide SCE&G easement(s) for all CITY owned or controlled roads or property prior to SCE&G commencing construction. For installed locations where roads or property are owned and/or controlled by other entities, CITY will be responsible for SCE&G's future relocation cost, if relocation is required by the government authority and not paid by other entities.

Location of Project:

County: Colleton

Tax District: Walterboro

City: City of Walterboro

Ownership of Completed Facilities:

Company Owned: X

Customer Owned:

Estimated Cost:

Preliminary Cost:

Detailed Cost: X

Outside Services	\$298,920.00
Labor	\$14,674.00
Material	\$3,536.00
<u>Engineering & Admin Overheads</u>	<u>\$2,938.00</u>
Total Estimated Cost	\$320,068.00
<u>SCE&G NSSF Contribution</u>	<u>(\$160,034.00)</u>
<u>City of Walterboro's Cost</u>	<u>\$160,034.00</u>

Customer to Pay Based on:

Actual Cost: X

Estimated Cost:

Agreement: South Carolina Electric & Gas Company agrees to perform the work described on this form for the City of Walterboro. Where this agreement covers work by the Company at the customer's request on the customer's premises or equipment, the customer agrees to hold the Company harmless from any damage resulting from such work unless the customer notifies the Company immediately upon completion of the job of such alleged faulty work. The City of Walterboro agrees after the work is completed their portion of the project, \$160,034.00, which is based on an estimated cost of the materials and labor needed to install the underground electric infrastructure. The City of Walterboro is eligible for the non-standard service fund option as long as the project is complete while the City has an active franchise agreement with SCE&G which includes the non - standard service fund provision. The City of Walterboro's portion of the project is one half of the indicated total cost of the project.

Entered Into This _____ Day of _____, 2019

Company: South Carolina Electric & Gas Co.

Name: Daniel F. Kassis

Signature: _____

Title: V.P. – SCE&G Cust. Rel. & Renewables

Estimate Prepared By: Andrew Marshall

Project Coordinator: Andrew Marshall

Customer: City of Walterboro

Name: _____

Signature: _____

Title: _____

Witness: _____

Bill To: City of Walterboro

Address: 242 Hampton Street

Walterboro, SC 29488

ROUTE TO APPROPRIATE ENTITY ACCOUNTING DEPARTMENT

DISTRIBUTION:

Customer
Secretarial Dept.
Appropriate Entity Accounting Dept.
Project Coordinator
Estimator

ADDITIONAL COPIES TO:

Jason Watkins



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 2, 2019
SUBJECT: Request to Purchase New Police Patrol Vehicle

The FY 2018-2019 General Fund budget has sufficient capacity to include the purchase of one (1) additional Police Patrol Vehicle. The Police Chief solicited bids from three (3) vendors:

<u>Vendor</u>	<u>Vehicle</u>	<u>Total Price*</u>
Walterboro Ford (Walterboro, SC)	Ford Interceptor	\$47,129.03
Butler Dodge (Beaufort, SC)	Dodge Charger	\$45,023.03
Rizer Chevrolet (Walterboro, SC)	Chevrolet Caprice	No Bid

*Includes price of one (1) fully equipped vehicle plus sales tax.

The City received bids from one (1) local vendor. In applying the Local Preference Option as outlined in Section 2-251 of the Code of Ordinances of the City of Walterboro, Walterboro Ford did not qualify for the opportunity to match the price submitted by Butler Dodge. Staff recommends purchasing the vehicle from Butler Dodge (Beaufort, SC) in the amount of **\$45,023.03**.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments

Memorandum

TO: City Manager

FROM: Chief of Police

DATE: May 1, 2019

SUBJECT: Request to Purchase a Police Patrol Vehicle

The following is a request authorization by the Police Department for the purchase of one (1) police vehicle. Two bids were received, with one bid being a local vendor. In applying the Local Preference Option, the local vendor, Walterboro Ford, remained above the price bid given by Butler Dodge, therefore it did not meet the qualifications. Below is a breakdown of all bids received. Based on the bids provided, I am recommending that the bid from Performance Dodge (Columbia, S.C.) for one Dodge Charger in the amount of \$45,023.03 be accepted.

<u>Vendor</u>	<u>Vehicle</u>	<u>Total Price*</u>
Walterboro Ford	Ford Interceptor	\$47,129.03
Butler Dodge	Dodge Charger	\$45,023.03
Rizer Chevrolet	Chevrolet Caprice (not available)	No Bid Received

*This price includes sales tax and the cost to equip the vehicle.


Wade Marvin, Chief of Police

Wade Marvin

From: Wade Marvin
Sent: Tuesday, April 30, 2019 10:35 AM
To: vfargnoli@yahoo.com
Cc: Theron Grant
Subject: WPD

Vince,

ON BEHALF OF THE WALTERBORO POLICE DEPARTMENT, I WOULD LIKE TO REQUEST A BID FROM WALTERBORO FORD IN REFERENCE TO AN AWD/ECO BOOST FORD SEDAN POLICE INTERCEPTOR. I WOULD LIKE THE BID TO INCLUDE THE ADDITIONAL OPTIONS THAT WE DISCUSSED.

Thanks,



Wade B. Marvin, Chief of Police
Walterboro Police Department
242 Hampton Street
Walterboro, S.C. 29488
Phone: 843-782-1032
Email: Wmarvin@walterborosc.org





NEW VEHICLES AT DEALER INVOICE LESS REBATES
www.walterboroford.com

May 1, 2019

Please accept our bid for the following vehicle.

2019 AWD INTERCEPTOR

3.7 V6

6 SPD AUTOMATIC

OXFORD WHITE

CLOTH/ VINYL SEATING

RR DOOR HANDLE INOPERABLE

SPOT LAMP DRIVER ONLY

SYNC 3

BUMPER TO FRAME BRACKET KIT

KEY FOB

18" FULL FACE WHEEL COVER

REAR WINDOW POWER DELETE

REVERSE SENSING

25,900⁰⁰
500 TAX⁰⁰

26,400⁰⁰

\$ 25,900.00

+ \$ 500.00 TAX

\$ 26,400.00

If you have any other questions or concerns, please don't hesitate to call 843-549-5581. Thank you for allowing us to service you thus far.

Regards,

Keith Rizer

Wade Marvin

From: Wade Marvin <wmarvin@lowcountry.com>
Sent: Wednesday, May 01, 2019 2:54 PM
To: Wade Marvin
Subject: Fwd: Police vehicle

Wade Marvin

Begin forwarded message:

From: Amy Risher <arisher@walterborosc.org>
Date: May 1, 2019 at 12:10:04 EDT
To: Wade Marvin <wmarvin@lowcountry.com>, Jesse Moon <jmoon@walterborosc.org>, Theron Grant <tgrant@walterborosc.org>
Subject: Police vehicle

Ford quote with tax:

\$26,400
- 1,050 (local vendor preference)
- 11 (3% of the amount above \$25,000)
\$25,339 (amount to be considered as a bid from Ford)

Amy Risher
Finance Director
City of Walterboro

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.8048 / Virus Database: 4793/15884 - Release Date: 08/14/18

Internal Virus Database is out of date.

PERFORMANCE
AUTOMOTIVE
CHRYSLER • DODGE • JEEP • RAM
CLINTON NC • (910) 592-JEEP

2019 Dodge Charger Pursuit

Equipped Like the Base SC Contract Vehicle



Charger Pursuit Base Vehicle - Like SC Contract

3.6L V6 24V VVT Engine
5 SPD AUTO W5A TRANSMISSION
All Factory Standard Features
Rear Wheel Drive
Cloth Front Seat
Vinyl Rear Seat
Vinyl Flooring
18" Full Wheel Covers
Backup Camera



2019

SC Base Vehicle Price - V6 engine

\$ ~~22,165~~ →

Optional Equipment: Additions & Deletions

Base Vehicle Equipment Additions

<input type="checkbox"/>	Auxiliary Power Connection	\$	135
<input type="checkbox"/>	Change from Vinyl Rear Seat/Floor to Cloth/Carpet		no charge
<input checked="" type="checkbox"/>	Option to V8 Engine	\$	1,073
<input type="checkbox"/>	Option to AWD *** Requires V8 Engine Option	\$	1,040

Base Vehicle Equipment Deletions

<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

Chrysler Factory Options

Interior Seating Options

		Cost
<input type="checkbox"/>	C8/X9 HD Cloth Front Bucket / Cloth Rear Bench Seats	Above
<input checked="" type="checkbox"/>	X5/X9 HD Cloth Front and Vinyl Rear Bench Seat	Base

Tires & Wheels

<input type="checkbox"/>	DR3	200 MM Rear Axle	\$	112
<input type="checkbox"/>	AHM	Convenience Group I	\$	450
<input type="checkbox"/>	GUK	Power Heated Mirrors w/Man Fold Away	\$	58
<input type="checkbox"/>	TYL	245/55R 18BSW Performance Tires	\$	176

Equipment Groups

<input type="checkbox"/>	AEB	Street Appearance Group	\$	367
<input type="checkbox"/>	AYE	Patrol Package Base Prep	\$	1,958
<input type="checkbox"/>	AYW	Patrol Package Wiring Prep	\$	1,126
<input type="checkbox"/>	AV2	Integrated Display Screen	\$	2,193
<input type="checkbox"/>	AYJ	Max Flow Package	\$	147

Interior Features

<input type="checkbox"/>	CM8	Mini Console		NC
<input type="checkbox"/>	CUG	Police Floor Console	\$	455
<input type="checkbox"/>	CW6	Deactivate Rear Doors & Windows	\$	74
<input type="checkbox"/>	TBF	Delete Full Size Spare Tire	\$	(84)
<input checked="" type="checkbox"/>	TBH	Spare Tire Relocation Bracket	\$	141
<input type="checkbox"/>	LNA	Matching Right Spotlight	\$	205
<input type="checkbox"/>	LNK	LED Spotlight Insert	\$	147
<input checked="" type="checkbox"/>	AWC	Fleet Safety Group	\$	342
<input type="checkbox"/>	LNF	Driver Side Spotlight	\$	195
<input type="checkbox"/>	NHK	Engine Block Heater	\$	94
<input type="checkbox"/>	XFX	Equipment Mounting Bracket		NC

Key Options

<input type="checkbox"/>	GXF	Entire Fleet Key Alike - FREQ 1	\$	135
<input type="checkbox"/>	GXA	Entire Fleet Key Alike - FREQ 2	\$	135
<input type="checkbox"/>	GXE	Entire Fleet Key Alike - FREQ 3	\$	135
<input type="checkbox"/>	GXG	Entire Fleet Key Alike - FREQ 4	\$	135
<input type="checkbox"/>	GXQ	Addl Non Key Alike Key Fobs - Total of 8 keys	\$	134

Graphics Options

<input type="checkbox"/>	M2B	White Graphics - Front Doors	\$	465
<input type="checkbox"/>	M2C	White Graphics - All Doors	\$	925
<input type="checkbox"/>	M3F	White Hood Graphics	\$	254
<input type="checkbox"/>	M3G	White Roof Graphics	\$	264
<input type="checkbox"/>	M3H	White Decklid Graphics	\$	171

Security Options

<input type="checkbox"/>	CBT	Steel Seat Back Panel Inserts	\$	132
<input type="checkbox"/>	LSA	Security Alarm	\$	147
<input type="checkbox"/>	XDG	Passenger Side Ballistic Door Panel	\$	2,301
<input type="checkbox"/>	XDV	Driver Side Ballistic Door Panel	\$	2,301
<input checked="" type="checkbox"/>	LBG	Front Map/Reading Lamps	\$	73

Standard Colors:

		Quantity	
<input type="checkbox"/>	PSC	Billet Silver	no longer available
<input type="checkbox"/>	PS2	Bright Silver Metallic Clear Coat	
<input type="checkbox"/>	PW7	White Knuckle Clear Coat (Bright White)	
<input type="checkbox"/>	PAU	Granite Pearl Coat	
<input type="checkbox"/>	PBM	Indigo Blue	
<input type="checkbox"/>	PAR	Maximum Steel Clear Coat	
<input type="checkbox"/>	PX8	Pitch Black Clear Coat	

Note: Low volume colors available at additional cost

Emergency Equipment/Lighting Upfit

<input type="checkbox"/>	See Attached Sheets for further Detail		
<input type="checkbox"/>	Sound Off	Sound Off NForce Slicktop Standard Upfit	\$ 5,575
<input type="checkbox"/>	Sound Off	Sound Off mPower Exterior Barlight Upfit	\$ 5,052

Includes all Shop Labor to install abovementioned Equipment and radios provided by the department prior to the completion of the installation.

Emergency Equipment Options

		ADD
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Total Price Each: \$ 23,794

Total Quantity: -

Total This Quote: \$ -

Sound Off Signal Equipment Upfit Video Link:
[Charger Slicktop Upfit](#)

[Charger Lightbar Video](#)

Warranty Information

I. Charger Pursuit

5 Year / 100,000 Mile Powertrain Warranty

3 Year / 36,000 Mile Bumper to Bumper Warranty

II. Emergency Lighting Package

3 Year / 36,000 Mile Warranty on Parts and Labor

Agency Information:

Agency Name: Walterboro Police Dept

Contact: Lt. Jesse Moon

Position: _____

Address 1: 242 Hampton Street

Address 2: _____

City, State, Zip: Walterboro, SC 29488

Office Phone: 843-732-1036

Cell Phone: 803-608-8166

Email: moon@walterborosc.org

Fax: _____

Amy Hill

Government & Fleet Sales

605 Warsaw Road

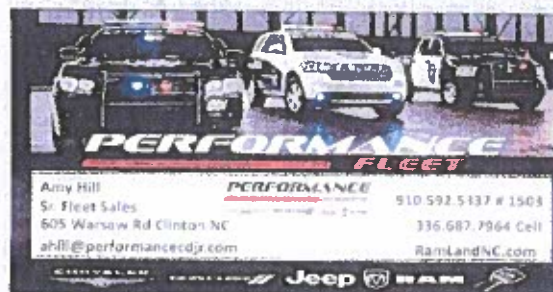
Clinton, North Carolina 28328

ahill@ramclinton.com

(910) 592-5337 Dealership

(910) 592-5008 Fax

(336) 687-7964 Cell



Tricounty Upfitters
 4584 Toney Bay Road
 Holly Hill, SC 29059 US
 8437719418
 tfloyd@tricountyupfitters.com
 www.tricountyupfitters.com

Estimate

ADDRESS

Walterboro Police Department
 Attn: Capt Bert Sweat
 242 Hampton Street

SHIP TO

Patrol Charger
 Police Department
 Attn: Capt Bert Sweat
 242 Hampton Street
 Walterboro,
 Walterboro, SC 29488

ESTIMATE #	DATE
19-0048	04/29/2019

SHIP DATE
 03/29/2017

SALES REP
 BTF

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	South Carolina State Contract #4400012373			0.00
FS-INTG44-1502998366	Integrity 44" Lightbar, Blue w/ White Flood, Blue w/ Amber Signalmaster, Low Profile	1	1,375.00	1,375.00T
FS-HKB-LPCHGR11	Lightbar Hook Kit, Low Profile - Dodge Charger	1	0.00	0.00T
				0.00
FS-PF200	Pathfinder Siren - One Piece	1	549.99	549.99T
FS-ES100C	Dynamax Speaker - 100watt	1	139.00	139.00T
FS-ESB-CHGR15	2015 Dodge Charger, ES100 combo speaker and grille light bracket	1	0.00	0.00T
FS-OBDCABLE25-DGCAN	6ft OBDII Interface Cable - 2018 Dodge Charger and Durango Pursuit	1	115.99	115.99T
				0.00
FS-IPX620-BW	IPX6 - Clear Lens, Horiz. Mount (Blue/White)	2	85.99	171.98T
FS-MPS650-BB	MicroPulse 6 - Hood / Grille Mount (Blue/Blue)	2	75.99	151.98T
FS-FHL-TAIL	Flasher, Taillight, Universal - 18" Leads	1	41.25	41.25T
				0.00
GJ-7170-0137-02	Gamber Johnson - 2011+ Dodge Charger Kit, Includes Console, Cup Holder and Printer Mounted Arm Rest	1	589.99	589.99T
GJ-7160-0502	6" Swing Arm w/ Low Swivel, Console Mounted	1	185.99	185.99T
GJ-7160-0250	Universal Laptop Cradle	1	219.99	219.99T
				0.00
STL-75458	Streamlight Stinger DS LED HL w/ 12v Piggyback Charger	1	169.99	169.99T
STL-75903	Streamlight Stinger Traffic Wand, Red	1	6.49	6.49T
				0.00

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
GR-5700FF	Universal 50/50 Wire Mesh & Window Partition, Uncoated Clear Poly	1	365.99	365.99T
GR-570420	Dodge Charger, 2011-2014 Transfer Kit	1	147.99	147.99T
GR-5700DC1R	2011-15 Dodge Charger, Recessed Storage Center Panel and Lower Extension Kit	1	142.99	142.99T
SET-WK0594CGR11	Dodge Charger Window Guards, Polycarbonate, Slotted, Pair	1	199.99	199.99T
GR-5CARCG121220	Molded Rear Prisoner Restraint Seat w/ C/Belt System	1	499.99	499.99T
				0.00
WG-4RE	4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty. Includes Evidence Library Express software.	1	5,034.75	5,034.75T
WG-4RE	Upgrade 4RE to wireless upload capatibility	1	210.00	210.00T
WG-4RE	Upgrade 4RE Zero Sightline to Panoramic Camera	1	210.00	210.00T
WG-4RE	Evidence Library 4 Web 4RE License Key	1	157.50	157.50T
KS-EAGLE3	Eagle 3 Dual Antenna Ka Band Radar System	1	2,999.99	2,999.99T
BHP-PJ622	Brother Pocket Jet 6 Mobile Printer	1	349.99	349.99T
Misc	Brother USB Cable	1	11.50	11.50T
GJ-14331	Brother Printer 12v Power Adapter	1	25.99	25.99T
Misc	Dell Ruggedized Laptop	1	2,919.53	2,919.53T
Misc	Weathertech Floor Mats - Front Only, 2017 Dodge Charger	1	149.99	149.99T
MM-MMSU1	Magnetic Microphone Clip	1	34.95	34.95T
LND-DE2045-1342	Dell Laptop Auto Adapter, Direct Wire	1	119.95	119.95T
FS-380400-W	6" Unity LED Spot Lamp Replacement	1	140.26	140.26T
HW-3320g	Honeywell 3320g, w/ USB and EasyDL Kit	1	389.99	389.99T
				0.00
TS-386825	760 - 870 MHz Phantom Antenna, Black	1	49.99	49.99T
TS-32836	3/4" Brass Mount, 17 feet, Mini UHF Installed	1	21.99	21.99T
				0.00
Installation	Installation of above equipment.	1	1,000.00	1,000.00
Supplies	Install Supplies, Includes Circuit Breaker	1	125.00	125.00
	SUBTOTAL			19,025.96
	TAX (7%)			1,253.07
	SHIPPING			450.00
	TOTAL			\$20,729.03



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 2, 2019
SUBJECT: Request to Purchase New Ventrac Tractor, Tough Cut Deck and Boom Mower

I have attached a memo and supporting documentation from Parks Director, Ryan McLeod to purchase a new Ventrac Tractor 4500Z, Tough Cut Mowing Deck and Boom Mower. The equipment will enable the Parks Department to more effectively mow Ireland Creek, the slopes on the I-95 interchanges and trim hedges.

The price of the Ventrac is **\$43,068.94**. There is capacity in the FY 2018-2019 General Fund budget to purchase the Ventrac and all associated equipment. Because there is no difference in price among dealers, Staff recommends purchasing the Ventrac from Revels Turf and Tractor (Fuquay-Varina, NC) as it is the closest authorized dealer of Ventrac. If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments



Memorandum – Request to Purchase

TO: JEFF MOLINARI, CITY MANAGER
FROM: RYAN MCLEOD, PARKS DIRECTOR
DATE: MAY 1, 2019
SUBJECT: VENTRAC TRACTOR, TOUGH CUT DECK AND BOOM MOWER

The Parks Department request the authorization to purchase one Ventrac Tractor 4500Z, one Tough Cut Mowing Deck and one Boom Mower. This equipment will allow us to effectively mow areas of Ireland Creek, slopes on the I-95 interchanges and trim hedges that we have otherwise been unable to or have had sacrifice the entire crew for numerous days.

I recommend we purchase these items from Revels Turf and Tractor. Revels Turf and Tractor is the closest authorized distributor of Ventrac, possesses mobile service technicians and is well respected in the green industry. Attached you will find the spec sheet with pricing.

Thank you for your time and consideration.

Sincerely,

Ryan McLeod

Parks Director



Pricing Quote

Quote #: 33606-19119

Date Quoted: April 30, 2019
Quote Expires: May 30, 2019

Prepared For:

Ryan McCloud
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Prepared By:

Revels Turf & Tractor
2217 N MAIN ST.
FUQUAY-VARINA, NC 27526

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell (NJPA)	Total
1	4500Z (39.51208)	Ventrac Tractor: KN, 4500Z Kubota WG972-GL	20,357.50	20,357.50
1	70.4104	Accessory: 12-VOLT SWITCH/CONTROL-FRONT Kit, 12V Front 4500	225.25	225.25
1	70.4109	Accessory: HYDRAULIC FRONT DUAL VALVE, KIT FOR 4500 Kit, Dual Front HYD Aux 4500	357.00	357.00
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	301.75	301.75
1	70.4107	Accessory: FOOT PEDAL CONTROL Kit, Foot Control 4500	72.25	72.25
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax	1,075.25	1,075.25
1	MA900 (39.55170)	Attachment: MOWERS - BOOM MA, MA900 Boom Mower	13,043.25	13,043.25
1	23.0111-7	Kit, Spool Float Hyd. Valve	91.80	91.80
4	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	80.75	323.00
1	HQ680 (39.55104)	Attachment: MOWERS - TOUGH CUT HQ, HQ680 Mower, Tough Cut	2,902.75	2,902.75
1	70.8054	Accessory: SWIVEL WHEEL KIT Kit, Swivel Wheel HQ680	527.00	527.00

Subtotal 39,276.80

CHARGES

Tax (8%) +3,142.14
Setup Charges +300.00*
Freight +350.00*

TOTAL USD \$ 43,068.94

* Sales Tax and other charges calculated before this discount/charge

Ventrac Source Well Vendor # 062117-VPI
Cit of Walterboro Source Well Membership # 135734

Notes:



Prepared For:

Ryan McCloud
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Sold & Serviced by:

Revels Turf & Tractor
2217 N MAIN ST.
FUQUAY-VARINA, NC 27526



STANDARD FEATURES

- Enclosed Muffler
- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*

* Optional on 4500K, standard on other 4500 Models

Optional Accessories:

- Turf or Bar Tires
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.

The Ventrac 4500 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4500 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4500 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.



TRACTOR COMPATIBILITY KEY:



4500 Tractor

TRACTOR COMPATIBILITY KEY:

3400

4500

SPECIFICATIONS

Model Comparison	4500K VANGUARD Big Block	4500P KAWASAKI DFI	4500Y KUBOTA Diesel	4500Z KUBOTA Bi-Fuel Ready
Stock Codes	39.51130	39.51207	39.51209	39.51208
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard
Engines				
Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5
Peak Torque	47 ft lb	47 ft lb	42 ft lb	51 ft lb
Displacement	896cc	824cc	898cc	962cc
Cylinders	2	2	3	3
Engine Oil	Ventrac Full Synthetic 10W30			
Cooling	Air	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline, Propane^
Fuel Capacity	6 gal	6 gal	6 gal	6 gal 2 x 33lb lp tanks^
Fuel Economy^^	1.6 gal/hr	1.2 gal/hr	1.1 gal/hr	1.5 gal/hr (gas) 8.6 lb/hr (lp)^
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp
Dimensions				
Weight with standard hitch	1340 lb (610 kg)	1575 lb (715 kg)	1655 lb (750 kg)	1655 lb (750 kg)
Weight with accessories kit	1565 lb (710 kg)	N/A	N/A	N/A
Weight with 3-point hitch	1660 lb (775 kg) w/ accr kit	1670 lb (760 kg)	1750 lb (795 kg)	1750 lb (795 kg)
Length with standard hitch (ROPS up)			81.5 inches (207 cm)	
Length with 3-point hitch			92 inches (234 cm)	
Length with propane kit	N/A	N/A	N/A	99 inches (252 cm)
Width			48.5 inches (123 cm)	
Width with wheel extensions			54.5 inches (138.5 cm)	
Width with duals			73 inches (185.5 cm)	
Wheelbase (front axle to rear axle)			45 inches (114 cm)	
Height (ROPS up)			68 inches (173 cm)	
Height (ROPS down)			54 inches (137 cm)	
Turning Radius (single tires, standard position)			39 inches (99 cm)	
Turning Radius (position 2)			54 inches (137 cm)	
Turning Radius (position 3)			68 inches (173 cm)	
Oscillation amount (@ wheel)			7.5 inches (19 cm)	
Ground Clearance			5 inches (13 cm)	

^ If equipped with optional Propane Kit for the 4500Z ^^ Fuel Economy tested with HM602 mower for comparison purposes. Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com

4500 Tractor

TRACTOR COMPATIBILITY KEY:

3400

4500

SPECIFICATIONS (Continued)

APPLIES TO ALL 4500 TRACTORS

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Sauer Danfoss 15 series pump
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	(2) Sauer Danfoss 15 series motors
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10
Optional Bar	21x11-8

Travel Speed (F/R)

Low Range	5 mph forward / 4 mph reverse
High Range	10 mph forward / 8 mph reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (Liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
Switches	Key, PTO, and Lights

Lights

Head Lights	(2) 55W Halogen Lights
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Standard
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

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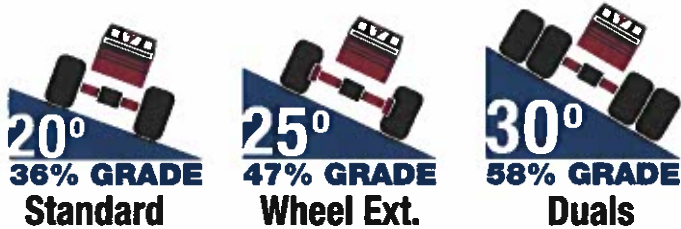
4500 Tractor

TRACTOR COMPATIBILITY KEY:



SLOPE SPECIFICATIONS

Maximum Slope Rating (any direction)



Max Slope Rating
in any direction

Single Tires

Wheel Extensions

Dual Wheels

4500*	20° (36%)	25° (47%)	30° (58%)
4500Z with Propane	15° (27%)	20° (36%)	25° (47%)
4500 with Cab		10° (18%)	
4500 with Spreader		10° (18%)	



Digital Slope Gauge
Recommended for operation on slopes.

*Attachments, accessories, and tire configuration may reduce the 4500 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.

ENGINE RATINGS

Model #	4500K	4500P	4500Y	4500Z	
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972-GL	
Fuel	Gas	Gas (DFI)	Diesel	Gas	Propane**
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^	25° (47%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	20° (36%)	20° (36%)

** With Optional Propane Kit for 4500Z

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°

Intermittent Use Defined

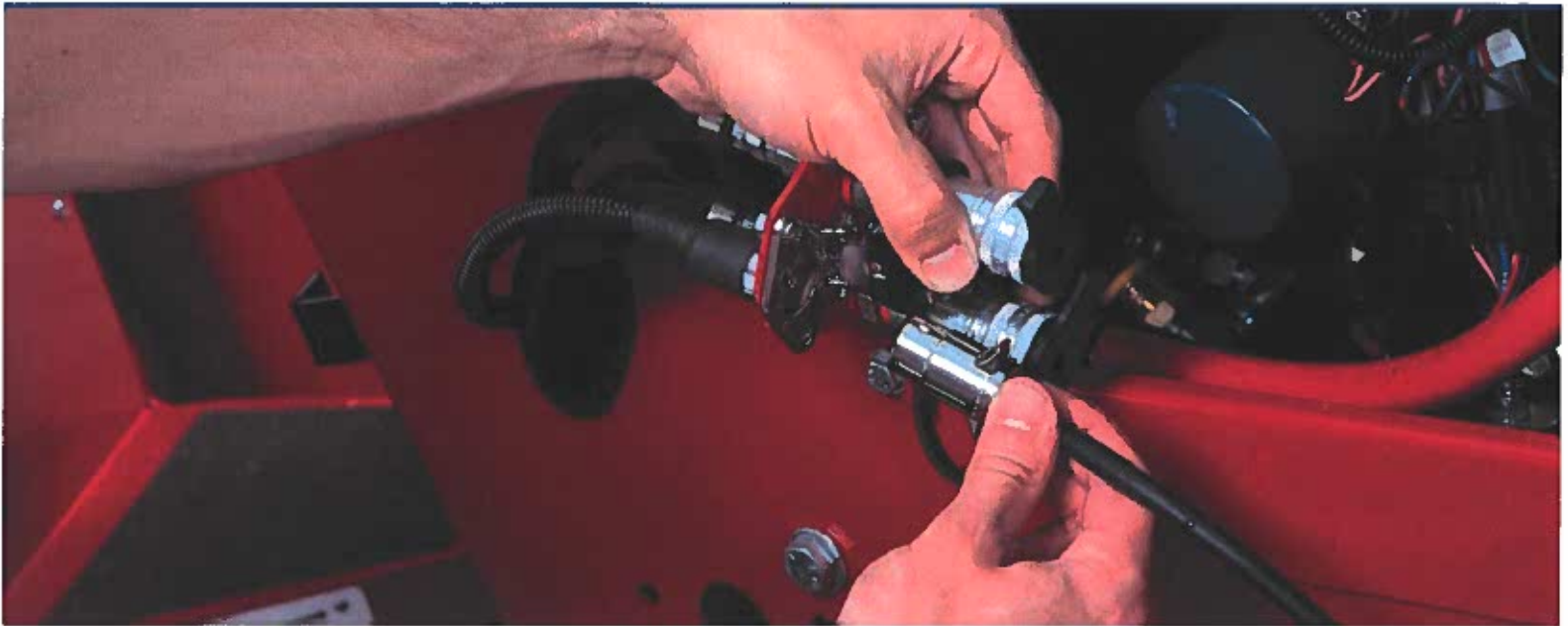
^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4500P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation



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Fax: 330.683.0000
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SPECIFICATIONS

Stock Code 70.4104

Shipping Weight 3 lbs (1.4 kg)

***Requirement for front mounted Spreader 200**

Four pin "Pigtail" plug adapter 34.1400-1010
 (required for Spreader 220)

All specifications subject to change without notice or obligation



TRACTOR COMPATIBILITY KEY:

3400

4500

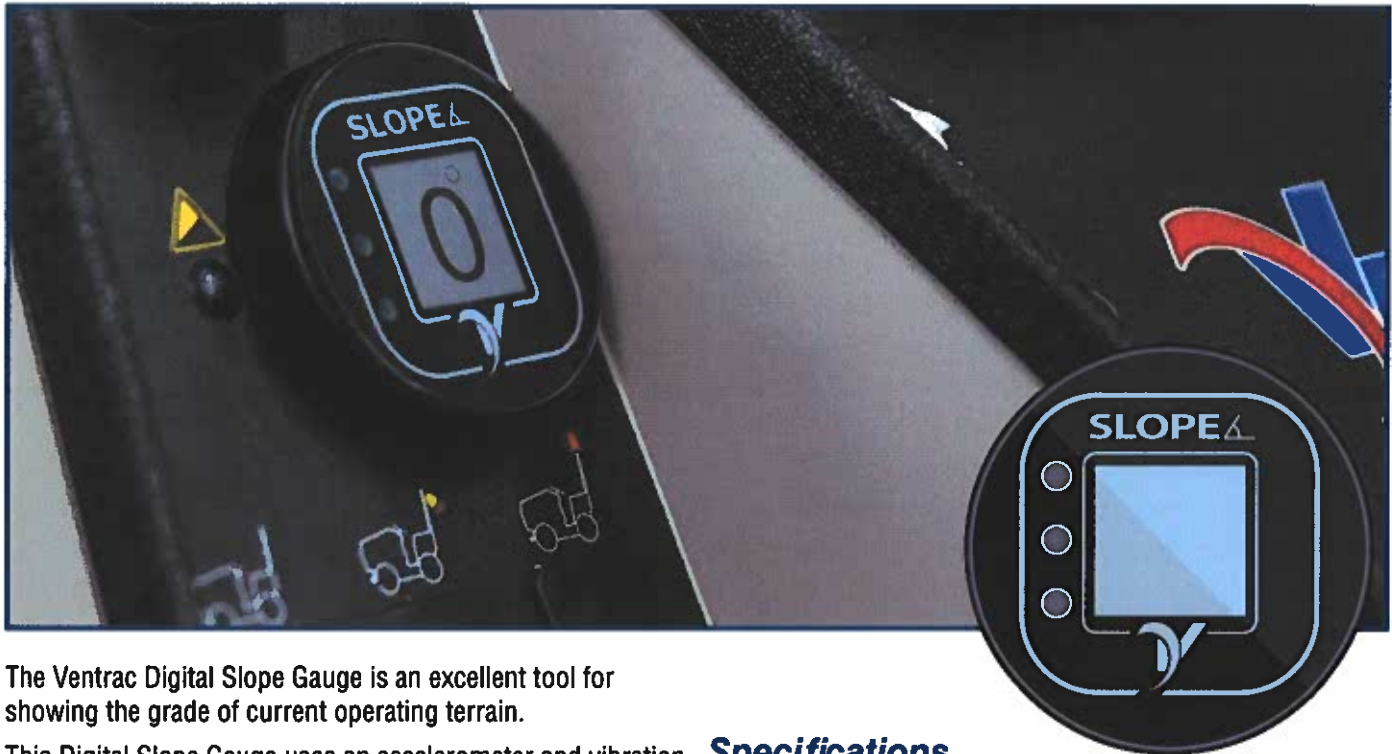
The Kit Includes:

Two toggle switches that mount on the dash of the 4500 Tractor. One is a momentary contact, the other On/Off. Both are connected to the receiver plug, which mounts over the front Auxiliary Valve Couplings.

The 12 Volt plug makes for easy connection and removal when mounting Ventrac attachments requiring electrical power.

STANDARD FEATURES

- HB580 Broom Actuator
- KX523 Snow Blower Chute Actuator
- EA600 Gandy Seeder Option
- KV552 V-Blade
- Spreader 220*
- KR502/702 Terra Rakes



The Ventrac Digital Slope Gauge is an excellent tool for showing the grade of current operating terrain.

This Digital Slope Gauge uses an accelerometer and vibration filters to provide near real-time slope information. Its highly visible LCD screen allows the operator to safely view visuals while operating in direct sunlight.

When enabled, the Digital Slope Gauge produces an audible beeping alarm to alert operators of slopes greater than the audible set-point.

Choose any one of the five display screen formats to view your slope grade information while in operation.

The Digital Slope Gauge easily mounts on all Ventrac 4500 tractors with the supplied instructions and wire harness.

Note: Refer to Tractor Operator's manual for maximum angle of operation.

Product Benefits

- Transflective LCD Screen
- Gauge reacts quickly to changes in slope
- Independent Set-points for:
 - Visual Alerts (warning flashing on screen)
 - Audible Alarms (with mute option)
- Gauge is fully self-contained for faster and easier installation, no external module needed

Specifications

Stock Code	70.4140
Screen Size	1.28"
Screen Type	HR-TFT Transreflective LCD
Input	1 Optical input
Operational Voltage	8V to 28V
Current Draw	500mA (0.5A) max
Operational Temperature	-4°F to 158°F
Water Resistance	IP67

All specifications subject to change without notice or obligation

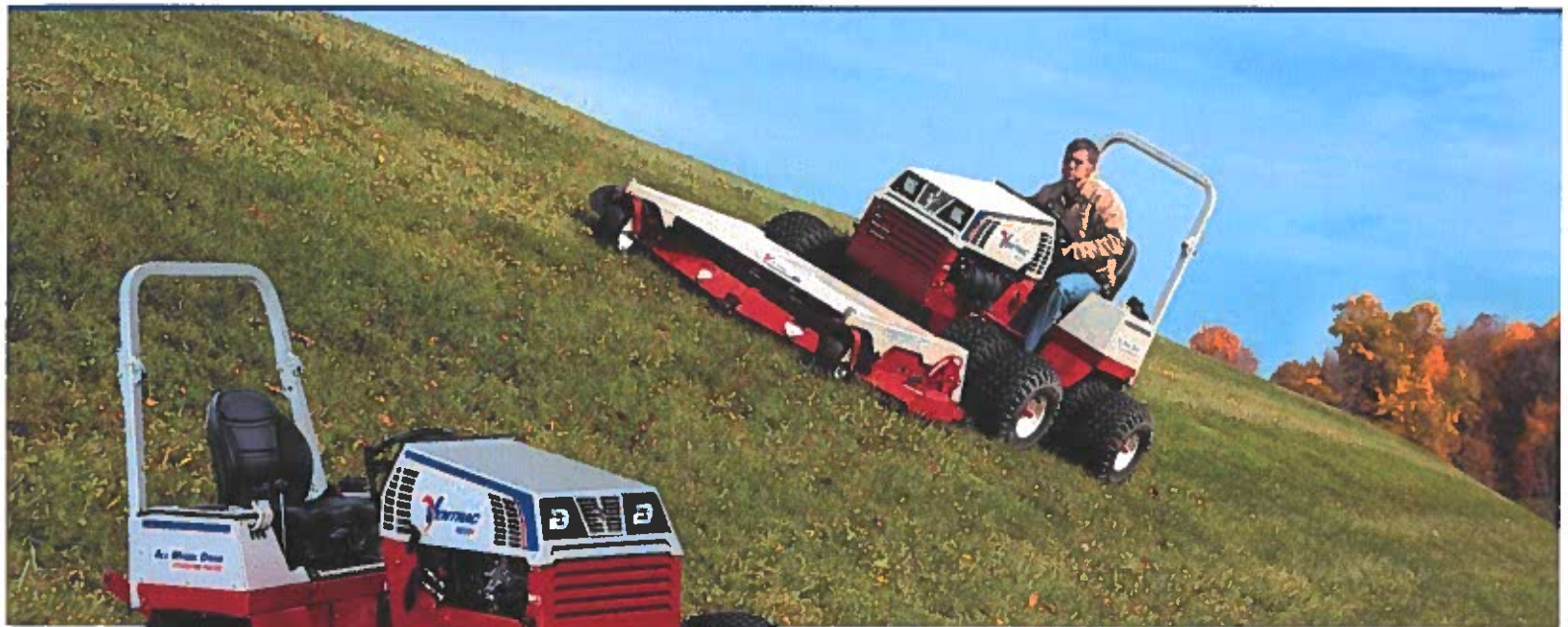
Menu Options:

- 5 Different slope display screens
- Audible alarm (on / mute options)
- Set-points for audible alarm: 5, 10, 15, 20, 25, 30 degrees
- Set-points for visual alarm: 5, 10, 15, 20, 25, 30 degrees
- Factory Default Reset (Default values are 20 degrees for both audible and visual alarms)
- Calibration

Additional Notes

- Unit **must be calibrated** after installation, before using.
- Using this slope gauge does NOT allow the tractor to be operated on slopes that are greater than normal ratings.

TRACTOR COMPATIBILITY KEY: 3400 4500



Shown with Turf Tires

SPECIFICATIONS

Stock Code

All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
 - (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use*. The 4500P Kawasaki DFI is rated for 30° continuous use.
 - (C) Do NOT use with Wheel Extensions
- * Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires



MA900 Boom Mower



Boom Mower

TRACTOR COMPATIBILITY KEY:

4500



Specifications:

Model	MA900
Stock Code	39.55170
Overall Height	87 1/2" (222.3 cm)
Overall Length	58" (147.3 cm)
Overall Width	63" (160 cm)
Weight	880 lbs (399.2 kg)
Cutting Width	39" (99.1 cm)
Material Cut Diameter	1/2" (13 mm)
Vertical Reach (from ground)	142" (361 cm)
Horizontal Reach (outside of single wheels)	115" (292 cm)
Horizontal Reach (outside of dual wheels)	103" (262 cm)
Max Flat Top Cut (from ground)	82" (208 cm)

All specifications subject to change without notice or obligation

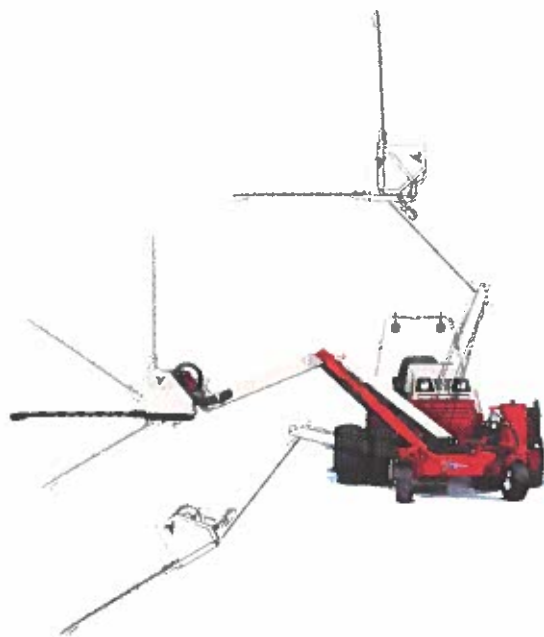
Accessories:

- 12V Front Kit 4500
- Dual Front Auxilliary Hydraulic Kit 4500
- Spool Float Hydraulic Valve Kit 4500
- Mid Weight Bar Kit 4500
- Suitcase Weight - 42 lbs w/box



Standard Features:

- Out front design increases visibility
- Maintains head angle when extending or retracting boom arms
- 39" (99.1 cm) double action sickle bar
- Head angle ranging from 45° below horizontal to 90° vertical (135° total range)
- Ability to operate on 10° slopes when used with power unit equipped with single wheels or 18° slopes when used with power unit equipped with dual wheels.



Areas to Use This Attachment:

- Mow steep ditches
- Reach under fences and guardrails
- Cut vegetation around ponds, lakes & streams
- Trim hedges and other shrubs
- Trim tree branches along trails, pathways or roads

Visit <https://www.ventrac.com/products/attachments> for full list.



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HQ680 Tough Cut

TRACTOR COMPATIBILITY KEY:

3400

4500



The HQ680 Tough Cut is designed for mowing high grass, thick weeds, and heavy brush. A large baffled front opening helps direct materials into the deck and helps hinder debris from escaping.

Three heavy-duty blades counter rotate to cut and deposit waste evenly without windrowing. Capable of tackling saplings up to one inch in diameter, the Tough Cut makes short work out of overgrown thickets.

The Tough Cut can be set to three cutting heights, 3, 3½, and 4¼ inches. The optional swivel wheel kit provides eight different cutting heights ranging from 3½ to 7 inches.

The HQ680 can be tilted up to access the underside of the mower deck for cleaning, maintenance, or storage. Additionally, easy servicing of belts and pulleys is provided by the hinged, removable cover.

STANDARD FEATURES

- Rear Adjustment for Deck Pitch
- Heavy Duty Blades
- Tilt-Up Deck
- Ventrac Mount System

SPECIFICATIONS

Stock Code	39.55104
Deck Style	Totally Enclosed Flexible Front Shield
Deck Suspension	Gauge Wheels, Tractor
Width of Cut	68 inches (173 cm)
Number of Blades/Type	3 blades, 5/16 x 2½ x 23 inches (79mm x 6.35cm x 58cm)
Cutting Heights (Standard)	3, 3-5/8, 4¼ inches
Cutting Height Range with Optional Swivel Wheel Kit	3½ - 7 inches (89 to 178 mm) in ½ inch (12.7 mm) increments
Deck Construction	Multi Gauge, 5/16 inch (7.9 mm) at spindle mount
Spindles/Pulleys	Field Serviceable w/ Top Grease Fittings

Optional Accessory

Swivel Wheel Kit	70.8054
------------------	---------

Dimensions

Length	45 inches (114 cm)
Width	69 inches (175 cm)
Height	18 inches (46 cm)
Weight	360 lbs (163 kg)
Shipping Weight	449 lbs (204 kg)
Shipping Dimensions (LWH)	73 x 46½ x 19 inches (185 x 118 x 48 cm)

All specifications subject to change without notice or obligation

OPTIONAL ACCESSORIES

- Swivel Wheel Kit



See Ventrac in Action

Visit ventrac.com/solutions/brushmower



Pricing Quote

Quote #: 33606-19119

Date Quoted: April 30, 2019
Quote Expires: May 30, 2019

Prepared For:

Ryan McCloud
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Prepared By:

Revels Turf & Tractor
2217 N MAIN ST.
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1	23.0111-7	Kit, Spool Float Hyd. Valve	91.80	91.80
4	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	80.75	323.00
1	HQ680 (39.55104)	Attachment: MOWERS - TOUGH CUT HQ, HQ680 Mower, Tough Cut	2,902.75	2,902.75
1	70.8054	Accessory: SWIVEL WHEEL KIT Kit, Swivel Wheel HQ680	527.00	527.00

Subtotal 39,276.80

CHARGES

Tax (8%) +3,142.14

Setup Charges +300.00*

Freight +350.00*

TOTAL USD \$ 43,068.94

* Sales Tax and other charges calculated before this discount/charge

Notes:

Ventrac Source Well Vendor # 062117-VPI
Cit of Walterboro Source Well Membership # 135734