

Williston Town Council

Regular Meeting

November 9, 2020

Minutes:

Notice of this meeting was posted at the Williston Town Hall and provided to The People Sentinel newspaper at least 24 hours in advance of the meeting in accordance with the S.C. Freedom of Information Act.

Members of Council present: Councilwoman Tyler, Acting Mayor Williams, Councilman Moody, Councilman Valentine, Councilwoman Neville, and Councilman Odermatt

Members of Council absent:None

The Town Clerk recorded the meeting

Councilman Moody gave the invocation.

Councilman Tyler led the Pledge of Allegiance.

Acting Mayor Williams called the meeting to order, stated that a quorum of Council was present and welcomed everyone to the meeting.

Councilman Odermatt made a motion to accept the agenda. Councilwoman Tyler seconded the motion. All in favor.

Councilman Valentine made a motion to approve the minutes for the October 12, 2020 meeting. Councilman Odermatt seconded the motion. All in favor.

Councilman Odermatt made a motion to accept the October 2020 financial statements as information only. Councilwoman Tyler seconded the motion. All in favor.

Public Comment-

No Public Comment

Approval of Engineer for USDA Grant Project-

Mr. Cook stated that this grant project is to replace the filtration system at the Shuler Street Well and to replace some water lines. He stated that Turnipseed Engineers were instrumental in getting a \$500,000 grant already. He stated that they completed two Preliminary Engineering Reports for that grant at no cost to the town. He stated that the firm in Rock Hill that the town has been using would not have done the reports without charging thousands of dollars.

Mr. Cook stated that the payment to the engineers would be the match that the town owes for the grant and it would be paid from the 1% sales tax monies. He stated that as a comparison, work that was done in 2014 on water lines the engineering costs from the engineers used were approximately 16% of the total cost and the engineering costs for this project, using Turnipseed Engineers, would only be approximately 12%. Mr. Cook stated that because this is a "Professional Service" and the town is paying engineering costs as part of the grant match it is not required that the town go out for bids. He recommended approval of Turnipseed Engineers as the consulting engineers on the USDA Grant Project.



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

October 30, 2020

Mr. Brett Williams
Mayor Pro-Tem
Town of Williston
13112 Main Street
Williston, South Carolina 29853

Re: Town of Williston
FY2020 CDBG Project
Project No. 202340

Dear Mayor Pro-Tem Williams:

We are enclosing for your review and approval four copies of an Agreement for Engineering Services between our firm and the Town of Williston on subject project. After your review, please sign, date, and attest page 11 of the Agreement. After execution, please return three copies to us for our files.

If you have any questions concerning this Agreement, please call us. We look forward to working with the Town on this project.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Kenneth E. Green', written over a horizontal line.

Kenneth E. Green, P. E.

KEG:jf
Enclosures

AGREEMENT

PART I - ENGINEERING SERVICES

THIS AGREEMENT made as of the ____ day of _____ in the year Two Thousand and Twenty between the **TOWN OF WILLISTON, SOUTH CAROLINA** (hereinafter called the OWNER), and **G. BEN TURNIPSEED ENGINEERS, INC.** (hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to engage the ENGINEER to provide engineering services in connection with the Community Development Block Grant Project referred to as **WATER SYSTEM IMPROVEMENTS** (hereinafter called the PROJECT),

NOW, THEREFORE, the OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – PRELIMINARY ENGINEERING REPORT

- A. Assist the Town with project scope selection to maximize engineering feasibility and application competitiveness.
- B. Prepare a Preliminary Engineering Report to support the project that includes a description of the existing infrastructure, recommendation of improvements, a detailed cost analysis, consideration of alternatives, a project schedule and an overview of the required operation and maintenance of the improvements.
- C. Prepare a Project Report Map to be used by your grant administrator during the application process.

END OF SECTION 1

SECTION 2 - BASIC SERVICES OF THE ENGINEER

A. General

1. When the CDBG grant is awarded and the Town authorizes, the ENGINEER agrees to perform professional services in connection with the Project as hereinafter state.
2. The ENGINEER shall serve as the OWNER'S professional engineering representative in those phases to which this Agreement applies, and will give consultation and advice to the OWNER during the performance of his services.
3. The ENGINEER shall prepare plans and specifications necessary for the proposed Water System Improvements as outlined in the Preliminary Engineering Report from Section 1.
4. The ENGINEER shall contact a representative of the OWNER for an on-site inspection of the areas of proposed construction to establish the preliminary location of the proposed improvements.
5. The ENGINEER shall prepare plans and specifications showing all pertinent topo grades as required and complete construction details of proposed improvements.
6. In the advanced stage of design, the ENGINEER shall submit to the OWNER, working drawings (plans showing topo, elevations and proposed improvements) for review and approval. The ENGINEER shall schedule on-site or design review conferences as necessary to resolve any problems.

B. Final Design Phase

1. Prepare for incorporation in the Contract Documents, detailed drawings and plans to show the character and scope of the work to be performed by contractors on the Project (hereinafter called the Drawings, and instruction to bidders, general conditions, special conditions and technical provisions hereinafter called the Specifications).
2. Secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
3. Prepare proposal forms and notice to bidders.

C. Bidding or Negotiating Phase

1. Assist the OWNER in obtaining and evaluating bids or negotiating proposals and prepare the Contract Documents with the assistance of the OWNER.

2. Consult with the OWNER concerning and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the general contractor for those portions of the work as to which such acceptability is required by the bidding documents.

D. Construction Phase

The construction phase will commence with the award of the construction contract and will terminate upon written approval of final payment by the ENGINEER. During the construction phase, the ENGINEER will:

1. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work; will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove or reject work as failing to conform to the Contract Documents.
2. Issue all instructions of the OWNER to the Contractor, prepare routine change orders as required, act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the OWNER and the Contractor and will make decisions on all claims of the OWNER and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto.
3. Based on his on-site observations on his review of the Contractor's applications for payment and supporting data, determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review that the work has progressed to the point indicated and that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.
4. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve in writing final payment to the Contractor, and submit a statement of completion.
5. The ENGINEER shall not supervise, direct or have control over the work being performed by the Contractor. The ENGINEER shall not be responsible for the means, methods or procedures used by the Contractor for construction, for safety on the site, for safety precautions, nor for Contractor's failure to comply with Laws and Regulations relating to construction of the work.

6. The ENGINEER shall not be responsible for the acts or omissions of the Contractor, any subcontractor or any of the Contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract.

E. Periodic Construction Observation

The ENGINEER shall furnish one Project Inspector who will be directed by the ENGINEER in order to provide more extensive representations at the Project site during the construction phase.

Through the on-site observations of the work in progress and field checks of materials and equipment by the Project Inspector, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such Project Inspector shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with Contract Documents.

END OF SECTION 2

SECTION 3 - ADDITIONAL SERVICES

A. Court Appearance

Court appearances, testifying or other substantiation of the results obtained under this project.

B. Changes in Design

Any changes in design requested by the OWNER.

C. Boundary Survey

If property boundaries and right-of-way cannot be determined during field survey satisfactory to the Engineer, services from a licensed surveyor will be utilized as selected and contracted by the Town.

D. Easements (If Applicable)

Coordination of easement plat preparation and assistance with obtaining easements including meeting with Town, property owner, appraiser, or attorney to obtain the easements. Preparation of easement plats shall be by a licensed surveyor selected and contracted by the Town.

E. Environmental Studies, Reports and Permitting

Preparation of environmental study and reports, meetings regarding study and report, and submittal of study and reports required by the DHEC or DOT to construct the improvements. Coordinate well water samples to be analyzed by a DHEC approved laboratory for design of the filtration system. Preparation of application to obtain buffer variances, and highway and railroad permits, as required.

E. NPDES Stormwater Permitting and Monitoring Plan

Preparation of stormwater pollution prevention plan (SWPPP) and permits, meetings concerning plans and permits and submittal of plans and permits required to construct the improvements. Preparation of Notice of Intent (NOI) and Notice of Termination (NOT).

END OF SECTION 3

SECTION 4 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to his requirements for the particular Project.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- C. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation, layout of proposed buildings, grading plans, site plans, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment tests, inspections and reports regarding hazardous materials, toxic wastes and any other type of pollutant; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely in performing his services.
- D. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- E. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- F. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.
- G. Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- H. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incidental thereto.
- I. If any Project involves more than one general contract or separate construction contracts for different building trades or separate equipment contracts, ensure that the General Conditions of all such contracts are substantially identical.

END OF SECTION 4

SECTION 5 - PAYMENT TO THE ENGINEER

A. Payments for Services of the Engineer

1. The OWNER will pay ENGINEER for basic services performed under Section 1, a lump sum fee of: **NO CHARGE**
2. The OWNER will pay ENGINEER for basic services performed under Section 2 for design, bidding and construction phases a fee based on:

Total construction cost times 9.0%

3. Under Section 2, Item E, the OWNER shall pay the ENGINEER for periodic construction observation based on:

Total construction cost times 3.0%

4. Under Section 3, Items A through E will be paid based on payroll cost times 1.7124 plus non-salary costs times 10%. Mileage will be at \$0.58/per mile.

B. Methods and Times of Payment

Payments on account of said fee for Basic Services shall be made as follows:

1. Progress payments shall be made monthly in proportion to services performed. The statements shall be based upon the ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. The compensation for basic services shall amount to the following percentage of the total fee at completion of each phase of work:
 - a. Final Design Phase 75 percent
 - b. Bidding or Negotiating Phases 10 percent.
 - c. Construction Phase 15 percent.
2. Times of Payments. The ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
3. Other Provisions Concerning Payments
 - a. If OWNER fails to make any payments due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S bill thereof, the amounts due ENGINEER shall include a charge at the rate of 1.5% per month from said sixtieth day, and in addition, ENGINEER may, after

giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

- b. In the event of termination by OWNER under PART II paragraph 1 upon completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.15 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:
- 20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or
 - 10% if termination occurs after commencement of the Final Design Phase.

END OF SECTION 5

SECTION 6 - TIME OF PERFORMANCE

A. Basic Services

1. The Final Design Phase shall be completed by the ENGINEER within 180 calendar days after the date of execution of this Agreement and a Notice-to-Proceed from the OWNER to the ENGINEER.
2. The Bidding or Negotiating Phase shall be completed within 90 calendar days after the Final Design Phase has been completed or at such time all permits are approved and the Town has obtained the necessary easements.

B. Extensions of Time

The times indicated may be extended from time to time by the OWNER for causes beyond the control of either the ENGINEER or the OWNER. Should the ENGINEER require extensions of time for reasons satisfactory to the OWNER, request for such extensions shall be made by the ENGINEER promptly following the discovery of such need and in no event less than ten (10) days prior to the end of the times indicated above. All requests by the ENGINEER for extension of time and all extensions granted by the OWNER shall be in writing.

END OF SECTION 6

SECTION 7 - GENERAL CONSIDERATIONS

A. Ownership of Drawings and Documents

It is understood that the ENGINEER is preparing documents for specific installations, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may obtain, upon payment of fees due the ENGINEER, reproducible copies of Drawings, and copies of other documents, in consideration of which it is mutually agreed that the OWNER will use them solely in connection with the Project, and shall not authorize their use on other projects, except by written agreement with the ENGINEER.

B. Estimates

Since the ENGINEER has no control over the cost of labor, material or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that bids or the Project construction cost will not vary from cost estimates prepared by him.

C. Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Agreement.

END OF SECTION 7

SECTION 8 - TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as PART II - TERMS AND CONDITIONS.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

TOWN OF WILLISTON, SOUTH CAROLINA

ATTEST:

BY: _____

Brett Williams

TITLE: Mayor Pro-Tem

WITNESSED:

DATE: _____

(Seal)

G. BEN TURNIPSEED ENGINEERS, INC.

ATTEST:

BY: Kenneth E. Green

Kenneth E. Green, P.E.

TITLE: Executive Vice President

WITNESSED:

DATE: 10/29/20

(Seal)

AGREEMENT

PART II - TERMS AND CONDITIONS

1. Termination of Agreement for Cause

If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligation under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ENGINEER under this Agreement shall, at the option of the OWNER, become its property and the ENGINEER shall be entitled to receive just and equitable compensation of any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Agreement by the ENGINEER, and the OWNER may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the OWNER from the ENGINEER is determined.

2. Termination for Convenience of the OWNER

The OWNER may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the ENGINEER. If the Agreement is terminated by the OWNER as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the ENGINEER, Paragraph 1 hereof relative to termination shall apply.

3. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.

4. Personnel

- (a) The ENGINEER represents that he has, or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the OWNER.

- (b) All of the services required hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- (c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The ENGINEER shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the ENGINEER from the OWNER under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

6. Reports and Information

The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits

The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Agreement are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

9. Copyright

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the ENGINEER.

10. Compliance with Local Laws

The ENGINEER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ENGINEER shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

11. Equal Employment Opportunity

During the performance of this Contract, the ENGINEER agrees as follows:

- (a) The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The ENGINEER will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, or national origin. Such action shall include, but not to 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 ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- (b) The ENGINEER will, in all solicitation or advertisement for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (c) The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER'S Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- (f) In the event of the ENGINEER'S non-compliance with the non-compliance clauses of this Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The ENGINEER will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order 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, so that such provisions will be binding upon each subcontract or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the OWNER's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided however, that in the event the ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directing by the OWNER's Department of Housing and Community Development, the ENGINEER may request the United States to enter such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964

Under title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1964

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- (a) The work to be performed under this contract is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the

Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contract for work in connection with the project awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

- (b) The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- (c) The Contractor will send to each labor organization or representative or works with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Members of a Town

No member of the governing body of the Town and no other officer, employee, or agent of the Town who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.

16. Interest of Other Local Public Official

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.

17. Interest of Engineer and Employees

The ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ENGINEER further covenants that in performance of this Contract, no person having any such interest shall be employed by the ENGINEER.

18. Interest of Various Federal Officials

Federal Officials as outlined in Section 10 of the Program Grant Agreement shall be prohibited from any personal financial interest, direct or indirect, in this Contract and the ENGINEER shall take appropriate steps to assure compliance.

19. This Agreement and the contract documents prepared under this Agreement shall comply with the following Department of Housing and Community Development General Conditions; Section 3 Clause; EEO Clause; Architectural Barriers and Lead Based Paint.

**END OF PART II
TERMS AND CONDITIONS**

Councilwoman Neville made a motion to approve Turnipseed Engineers as the consulting engineers for the USDA Grant Project. Councilman Moody seconded the motion. All in favor.

Approval of 2021 Holiday Schedule-

Mr. Cook stated that the dates for the 2021 holiday schedule are being presented for approval.

TOWN OF WILLISTON 2021 HOLIDAY SCHEDULE

New Year's Day (Friday, January 1, 2021)

Martin Luther King Day (January 18, 2021)

Presidents Day (February 15, 2021)

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Friday, December 24 (Christmas Holiday)

Monday, December 27 (Christmas Holiday)

Councilwoman Neville made a motion to approve the 2021 holiday schedule. Councilwoman Tyler seconded the motion. All in favor.

Approval of Updated Employee Handbook -

Acting Mayor Williams explained that every five years the employee handbook must be updated.

Mr. Cook stated that he spent time on the phone with Labor Attorney Kevin Sturm. He stated that there were not a lot of changes that needed to be made. He stated that the significant changes are a list of possible offenses for discipline has been added, the harassment section has been changed so that employees can go to the Administrator or the Clerk/Treasurer with complaints, and that the language on issues of discrimination has been updated to a more modern language.

Councilwoman Tyler made a motion to approve the updated Employee Handbook. Councilman Valentine seconded the motion. All in favor.

Approval to Remove Nuisance Properties That Failed to Respond to Notices of Violations -

Mr. Cook stated that at the October meeting it was voted to give the property owners thirty days to respond to the notices of violation that were mailed out. As of the day of the November meeting Mr. Cook stated that he is still waiting to hear back from five properties on their plans to either remove their nuisance properties or submit plans to improve them or allow them to be removed under the terms of the CDBG Grant. He stated that the owners were given until November 13th. He stated that he is asking that if the property owners do not contact him by the 13th he has the authorization to move to the next step in the process which is demolition of the properties. Mr. Cook stated that the demolition would be months away because the town will have to go out for bids for the demolition contractor.

Councilman Moody made a motion to give the Administrator authorization to move to the next step in the process for demolition of the properties. Councilwoman Tyler seconded the motion. All in favor.

Administrator's Report –

Mr. Cook stated that the town is now soliciting Citizen of the Year applications. He stated that the deadline to turn in the applications is November 15th. He stated that how the announcement of the Citizen of the Year will be have to handled differently this year because of COVID-19.

Acting Mayor Williams stated that the Christmas Parade is being held on the 13th of December. He stated that if the town waits until then to light the tree it would only be lit for a couple of weeks. He suggested that the tree lighting be streamed online and only have the Citizen of the Year and their family attend. Mr. Cook stated that the town could possible have a special called meeting to read the proclamation and do a ceremonial walk from Town Hall to the tree.

Mayor's Report -

Acting Mayor Williams stated that the council needs to decide what they want to do about riding in the parade. He stated that he would look into different options.

Councilman Moody stated that while he was playing disc golf at the Town Park he noticed a lot of trash in the pond. He requested that someone clean it out.

Acting Mayor Williams stated that the Drive Through Trunk or Treat was a great success. He stated that many members of the community commented on how much they enjoyed it. He wished to thank Jamie Wootten for heading it up and suggested that the council publicly recognize him for his efforts.

Councilman Moody made a motion to adjourn. Councilman Odermatt seconded the motion. All in favor.

The meeting adjourned at 6:56PM.

TOWN OF WILLISTON, SOUTH CAROLINA

Billy W. Williams, III, Interim Mayor

ATTEST:

Angela S. Overton, Town Clerk

Date