



**WALTERBORO CITY COUNCIL
REGULAR MEETING
OCTOBER 7, 2025
CITY HALL
6:15 P.M.**

AMENDED AGENDA

I. Call to Order:

1. Invocation
2. Pledge of Allegiance

II. Public Input on Agenda Items:

III. Approval of Minutes:

1. Regular Meeting – September 2, 2025

IV. Old Business:

V. New Business:

1. Consideration of Rescheduling the November 4, 2025, Regular City Council Meeting (2025 City Election).
2. Consideration of a request for a temporary road closure on November 6, 2025, from 5:30-7:30 PM for First Thursday (Request Attached).

VI. City Manager's Report:

1. Consideration of Supplement No. 5, Willdan Financial Services – Water & Wastewater Financial & Capital Planning Update (Memo Attached).
2. Consideration of Engagement Letter, Pope Flynn - \$12,500,000 Waterworks and Sewer System Revenue Bond, Series 2025 (Memo Attached).
3. Consideration of bids for Lower & Middle Ireland Creek Sewer Trunk Line Improvement Project (Memo Attached).
4. Consideration of bids to purchase new Pumper Truck for the Fire Department (Memo Attached).

VII. Executive Session:

1. Discussion of matters concerning the provision of services encouraging the location of businesses in the area served by the public body - SC Department of Commerce Rural Development and Strategic Planning Initiative.
2. Receipt of Legal Advice – International Property Maintenance Code.
3. Personnel Matter – Finance Director Search.

VIII. Open Session:

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

IX. Adjournment

Walterboro City Council

Regular Meeting

City Hall

September 2, 2025

Minutes

A Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, September 2, 2025, at 6:15 P.M. with Mayor Bill Young presiding.

Present: Joined in the meeting were: Mayor Bill Young, Councilmembers: Carl Brown, Judy Bridge, Paul Siegel, James Broderick, and Ladson Fishburne. City Manager Jeff Molinari, Assistant City Manager Ryan McLeod, City Clerk Adrienne Nettles, City Attorney Brown McLeod, and Kimberly Varn with Lowcountry Council of Governments. Councilmember Greg Pryor was not in attendance.

Call to Order:

With the above-mentioned Councilmembers present, Mayor Young called the meeting to order and invited everyone to join in as he gave the invocation. Councilmember Broderick led the Pledge of Allegiance to our flag.

Public Input on Agenda Items:

There was no public input on agenda items.

Public Hearing:

1. Ordinance # 2025-11, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 179-03-00-221 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of City Council this ordinance pertains to a request to annex a piece of property into the City of Walterboro. The property fronts Robertson Blvd and is owned by JH Hiers. They are looking to expand their existing facility on Green Pond Highway. The Planning Commission met and is recommending a zoning classification of Highway Commercial District (HCD).

2. CDBG Neighborhood Demolition Project Application – Kimberly Varn, Deputy Director, Community & Economic Development, Lowcountry Council of Governments.

Kimberly Varn stated we are looking at applying for a new grant for the City of Walterboro. We would like to request \$250,000 from the South Carolina Department of Commerce Community

Development Block Grant (CDBG) program. This would be used to demolish vacant buildings and dilapidated housing structures. There are some houses in bad shape that are beyond fixing. We have 17 properties identified. These houses are in the North Lemacks Street neighborhood. At least 51% of those houses are LMI. There will be a resolution following to provide for the 10% match.

A citizen asked if taxes are being paid on these properties.

Mayor Young stated these are vacant and abandoned houses.

Ms. Varn stated the taxes are being paid on, but they are in such bad shape, they are unfit for someone to live in.

Mr. Tiggs asked if there is input from law enforcement that these houses are a crime problem?

Assistant City Manager Ryan McLeod stated I spoke with law enforcement and the Fire Department. We identified five (5) main properties. Since they must be within a certain block we focused on the North Lemacks Street area. That is where most of the properties exist and are in a high crime location.

A citizen asked, are any of these homes of historic value?

Kimberly stated no they are not.

Presentations:

1. Sue Keith – Colleton County Delegation Office, Delegation Meeting September 29, 2025.

Ms. Keith stated that the Delegation Meeting would be held September 29, 2025, at the Colleton County Memorial Library, and invited everyone to attend.

Approval of Minutes:

Upon motion of Councilmember Brown, Seconded by Councilmember Broderick the following minutes were approved:

1. Regular Meeting – August 5, 2025.
2. Special Called Meeting – August 18, 2025.

Old Business:

1. **Ordinance # 2025-12**, AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA KNOWN AS TMS # 179-03-00-221 INTO THE CITY OF WALTERBORO, A SOUTH CAROLINA MUNICIPAL CORPORATION (Second and Final Reading).

Motion: Councilmember Broderick; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

New Business:

1. Resolution # 2025-R-05, A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO PREPARE AND SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMUNITY ENRICHMENT APPLICATION FOR THE CITY OF WALTERBORO DEMOLITION PROJECT AND TO COMMIT FUNDS IN THE AMOUNT OF AT LEAST TEN PERCENT (10%) OR \$25,000 OF THE GRANT REQUEST TO MEET THE MATCHING COMMITMENT OF THE COMMUNITY DEVELOPMENT PROGRAM.

City Manager Jeff Molinari stated Mr. Mayor and members of City Council, the 10% match will come from funds we have in the General Fund - Planning Development Department for this purpose.

Motion: Councilmember Fishburne; Seconded by Councilmember Broderick

Discussion: None

Carried: All ayes

2. A Proclamation to designate September 2025 as National Recovery Month.

Motion: Councilmember Bridge; Seconded by Councilmember Broderick

Discussion: None

Carried: All ayes

3. Consideration of a request from Associational WMU (Yellow Jacket Prayer Walk for School) on Saturday, September 27, 2025, at 8:00 AM.

Motion: Councilmember Brown; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

4. Consideration of a parade request from Johnny Holmes, Colleton County Veterans Council – 2025 Veterans Day Parade, November 9, 2025, at 3:00 PM.

Motion: Councilmember Siegel; Seconded by Councilmember Broderick

Discussion: None

Carried: All ayes

City Manager's Report

1. Bells Highway Emergency Waterline Repair.

City Manager Jeff Molinari stated Mr. Mayor and members of City Council you have in your agenda packet a memo for the Bells Highway Emergency Waterline Repair. On June 27, 2025, the 10" waterline along Bells Highway that serves Ruffin ruptured in the area between Stokes Road and Doctors Creek Road. The city coordinated the repair using Carroll Enterprises to perform the installation of 1,080 linear feet of 10" line and Wolfe Creek Contracting did the tie-ins and pad prep. The emergency repair will be funded from net position in the Enterprise Fund. We also had a similar break last year along Bells Highway that we used ARPA Funds for. That waterline break was a result of a storm, and we were reimbursed from FEMA. We are able to allocate those ARPA funds in the amount of \$245,622 towards this project. The remaining \$34,578 will come from net portion in the Enterprise Fund.

Motion: Councilmember Brown; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

2. Consideration of Water Tower Park Change Order # 2 – Abandoning an existing 8" water line and installing a new 2" water line with service connections to buildings.

City Manager Jeff Molinari stated Mr. Mayor and members of City Council you have in your agenda packet a memo and supporting documentation for a change order related to the water tower. The downtown water tower completed construction in 1915. There is an 8" ductile iron water line that originally served the water tower that still provides service to buildings adjacent to the future park. The line runs parallel to North Memorial Ave. and is situated between the rear of the buildings facing Memorial Ave. and the future brick paver path leading to the water tower. The live oaks will be planted directly on top of the old water line, and the root system could eventually compromise the old pipe. If the 8" water line were to rupture, it could cause serious damage to the park and surrounding businesses. We would like to take the 8" water line out of service and replace it with 215 linear feet of 2" HDPE waterline. The 8" waterline will be capped and abandoned in place. The change order is in the amount of \$43,872.00 and can be paid from the future General Obligation Bond issue. Staff asks for City Council's favorable consideration of the request.

Councilmember Broderick stated the 8" line services some of the businesses, will the new line service those businesses as well?

City Manager Jeff Molinari stated yes it will.

Motion: Councilmember Broderick; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

A motion was made to go into Executive Session by Councilmember Brown, seconded by Councilmember Bridge. Mayor Young explained that City Council would be going into Executive Session to discuss development of security or devices, provision of services encouraging the location or expansion of industries or other businesses served by the public body – Lower and Middle Ireland Creek Trunk Line Project, and Personnel Matter – Municipal Court.

Executive Session:

1. Discussion about development of security personnel or devices.
2. Provision of services encouraging the location or expansion of industries or other businesses served by the public body – Lower and Middle Ireland Creek Sewer Trunk Line Project.
3. Personnel Matter – Municipal Court.

A motion to come out of Executive Session was made by Councilmember Broderick, seconded by Councilmember Brown. All in favor, motion carries.

Open Session:

There being no further business to consider, a motion to adjourn was made by Councilmember Broderick, seconded by Councilmember Brown, and passed unanimously. Mayor Young adjourned the meeting at 7:24 P.M. Notice of the meeting was distributed with the agenda packets, to all local media, posted on City Hall bulletin board and posted on the City's website at least twenty-four hours prior to meeting time.

Respectfully,

Adrienne Nettles
City Clerk

Dear Council Members,

I am writing to request a temporary road closure downtown for our upcoming First Thursday event on November 6th from 5:30 to 7:30pm.

We have learned that the Festivelo cyclists will be coming through town and think it is a perfect chance to show off our downtown charm and hospitality. Closing the street would make the event safer, more enjoyable, and would create a lively, festival-style atmosphere that encourages folks to shop, dine, and stay a while.

It is also a wonderful way to kick off the holiday shopping season while highlighting all the amazing businesses that make downtown Walterboro so special.

Thank you for considering our request! We appreciate your support in helping us make downtown a vibrant, welcoming place for both our community and visitors.

All the Best,

Jessy.



MEMORANDUM

TO: Mayor and City Council

FROM: City Manager

DATE: October 2, 2025

SUBJECT: Supplement No. 5, Water & Wastewater Financial & Capital Planning Update – Willdan Financial Services

In November 2023, Willdan Financial Services completed the development of a financial and capital funding analysis for the city's water/sewer system. This analysis was based on the issuance of a line of credit in the amount of \$13.5 million to coincide with an Economic Development Administration (EDA) grant.

The Lower and Middle Ireland Creek Sewer Trunk Line Improvement project bids were higher than anticipated so the city is looking to borrow \$12.5 million, and the 2023 analysis model needs to be updated. The primary objectives are to:

- (1) Review the recent financial conditions of the utility system.
- (2) Update the projected system revenues and expenditures.
- (3) Incorporate new and future debut issuances to estimate the relative financial impact of the CIP.
- (4) Provide recommendations for revised rates, if necessary, based on the projected cashflow needs of the utility system.

Staff recommends approval of Willdan Financial Services Supplement No. 5 in the amount of **\$34,800.00** to be paid from the 2025 Series Water & Sewer Revenue Bond. Staff asks for City Council's favorable consideration of the request. If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachment

SUPPLEMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN WILLDAN FINANCIAL SERVICES AND
THE CITY OF WALTERBORO, SOUTH CAROLINA

WATER & WASTEWATER
FINANCIAL & CAPITAL PLANNING UPDATE

This document represents Supplement No. 5 to the Professional Services Agreement (the “Agreement”) dated on April 19, 2018 by and between Willdan Financial Services (“Willdan” or the “Consultant”) and the City of Walterboro, SC (the “Client” or “City”). All provisions of the Agreement remain in effect except as specifically defined in this Supplement.

Based on discussions with City staff, it is the understanding of Willdan that the City is in need of utility rate and financial consulting services associated with updating certain financial and capital planning projections to support the funding of various water and wastewater utility capital projects. In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for the financial consulting services to be provided by the Consultant.

FINANCIAL & CAPITAL PLANNING UPDATE

In November 2023, Willdan completed the development of a financial and capital funding analysis (the “2023 Analysis”) to help the City prepare for a pending debt issuance. The City is now preparing for another debt issuance and needs an update of the 2023 Analysis model. The primary objectives of this engagement are to: (1) review the recent financial conditions of the utility system; (2) update the projected system revenues and expenditures; (3) incorporate new and future debt issuances to estimate the relative financial impact of the CIP; and (4) provide recommendations for revised rates, if necessary, based on the projected cashflow needs of the utility system.

Task 1: ***Customer & Flow Projections*** – Water and wastewater system accounts and flows will be forecast for a five-year planning period consisting of fiscal years 2027 through 2031. Such forecasts will be based on projections and growth assumptions developed in the 2023 Analysis model and input provided by staff.

Task 2: ***Projections of Revenues Under Currently Planned Rates*** – Projections of utility system revenues from currently planned rates will be developed for the planning period recognizing projected accounts, flow volumes, and usage patterns by customer class as provided in the 2023 Analysis model. Such revenue projections will assume that the user rates and rate structures remain as planned in the 2023 Analysis.

Task 3: ***Projected Revenue Requirements*** – Revenue requirements (i.e. system expenditures) will be developed for the utility system based on currently budgeted (Fiscal Year 2026) operating and capital expenditures, and growth assumptions applied in the 2023 Analysis. The revenue requirements will be projected on a fiscal year cash flow basis, taking into account any anticipated operational changes, changes

in staffing or operating expenditures for new facilities, system growth occurring from new development that was not part of the 2023 Analysis, anticipated extraordinary expenses, and allowances for inflation. The projections will include, as appropriate, the following utility system requirements:

- Operation and Maintenance Expenses,
- Outlay for Routine Annual Capital Additions and Replacements, if applicable,
- Debt Service and Reserve Requirements on Existing and Anticipated Debt Instruments,
- Transfers to Fund Major Capital Improvement, and
- Other Expenditures and Transfers.

Task 4: ***Five-Year Projected Operating Results*** – The revenue and expense projections developed under the previous tasks will be utilized for the 5-year projected operating results to document the estimated combined cashflow for the water and wastewater system. To the extent that the revenues generated from the 2023 Analysis rates are insufficient to meet the projected expenditure requirements (operating costs, debt and capital), revised percentage rate adjustments will be proposed to provide sufficient revenues. A review of the bond covenants will be performed to ensure the flow of funds is being followed based upon the methodologies required therein for the correct determination of projected debt service coverage ratios in each fiscal year of the projection period to ensure compliance with bond covenant requirements.

Task 5: ***Typical Bill Comparison*** – Comparisons of typical water utility bills under the existing and proposed rates will be developed under various levels of usage. The results will demonstrate the estimated rate impacts the typical residential customer accounts.

Task 6: ***Neighboring Utility Comparison*** – A comparison will be prepared to assess the difference between the existing and proposed rates of the City with those of other municipal utility systems in the same geographic region.

Task 7: ***Financial/Capital Planning Model*** - Willdan will update the multi-year dashboard model that was developed in the 2023 Analysis. The resulting analyses will give the City the ability to test various capital funding scenarios to determine the financial impacts and potential need for additional revenues. In general, the capital model will help to create a comprehensive plan for funding future operational and capital requirements. The model will be prepared in Microsoft Excel format and developed in such a manner that it can be used by staff to estimate the order-of-magnitude of future revenue/rate impacts, and adjust assumptions for certain external factors that may change over time (e.g. inflation, customer growth, changes in the costs and/or timing of capital projects, etc.)

Task 8: ***Meetings and Presentations*** - Projects of this nature often require active participation and communication among the members of the project team to assure timely and satisfactory completion of the bond process. Therefore, the Consultant

will participate in web-meetings and/or conference calls with project team participants associated with the capital plan.

OPTIONAL TASKS

- Optional - 1:** In conjunction with the development of the capital funding plan, the Consultant may be requested to assist the City in presenting the information to the City Council or other applicable stakeholders. Any services provided by the Consultant relating to such presentations or other in-person meetings will be billed to the City on an hourly basis at our current hourly rates, and any associated travel-related expenses will be billed to the City at cost.
- Optional - 2:** If needed, a financial feasibility report will be prepared which sets forth the necessary financial projections to support the issuance of revenue bonds or other debt. Upon completion, an electronic copy of the feasibility report will be delivered to the City for inclusion in the official bond documents. Such, optional task will be addressed under a separate supplemental agreement.

GENERAL DISCLOSURE

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the Client represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the Client, in any capacity as it relates to the project proposed in this project engagement.

- (i) The Client uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The Client is not looking to Willdan to provide, and Client shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Client with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Client, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Client, in conjunction

with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

- (v) Notwithstanding all of the foregoing, the Client recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Client will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Client is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

PROFESSIONAL SERVICE FEES

On the basis of the Scope of Services described herein, the Willdan's total labor billings and all out-of-pocket costs and expenses directly chargeable to the work performed and described in the Scope of Services section of this Supplement will be performed for a fixed fee of **\$34,800** unless specifically authorized in writing by the City. Payment for such services shall be invoiced to the City monthly based on the percentage of project completion.

IN WITNESS WHEREOF, the parties have executed this Supplement on the date(s) indicated below.

City of Walterboro, SC

Willdan Financial Services

By: _____
(Signature)

By: _____
(Signature)

By: Jeff Molinari
(Name Printed)

By: Jeff McGarvey
(Name Printed)

Title: City Manager

Title: Vice President, Managing Principal

Date: _____

Date: _____



MEMORANDUM

TO: Mayor and City Council

FROM: City Manager

DATE: October 2, 2025

SUBJECT: Engagement Letter, Pope Flynn - \$12,500,000 Waterworks and Sewer System Revenue Bond, Series 2025

The city's bond counsel, Pope Flynn has submitted an engagement letter for the \$12,500,000 Waterworks and Sewer System Revenue Bond, Series 2025. We anticipate closing on the revenue bond in December 2025. Staff recommends approval of the Pope Flynn engagement letter in the amount of **\$50,000.00** to be paid from the 2025 water/sewer revenue bond. Staff asks for City Council's favorable consideration of this request. If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachment



Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201
MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

October 1, 2025

(Electronic Distribution Only) – jmolinari@walterborosc.org

Mr. Jeff Molinari, City Manager
City of Walterboro
242 Hampton Street
Walterboro, SC 29488

Re: City of Walterboro, South Carolina – Approximately \$12,500,000 Waterworks and Sewer System Revenue Bond, Series 2025
File No. 45.17

Dear Jeff:

We thank you for engaging Pope Flynn, LLC to serve City of Walterboro, South Carolina (the “*Issuer*”) as bond counsel (“*Bond Counsel*”) in connection with the issuance by the Issuer of an approximately \$12,500,000 Waterworks and Sewer System Revenue Bond, Series 2025 (the “*Bond*”). Currently we anticipate a direct placement with a closing in December 2025. We understand that you have engaged PFM Financial Advisors LLC as financial advisor. The following is to establish the terms and scope of our representation. Accordingly, we and the Issuer agree as follows:

I. Scope of Engagement

Bond Counsel. We are advising the Issuer in connection with the issuance and delivery of the Bond. In this engagement we will perform the following services:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and the excludability of interest on the Bond from gross income for federal and State of South Carolina income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bond, coordinate the authorization and execution of such documents.
- (3) Assist the Issuer in obtaining such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bond, except that we will not be responsible for any required Blue Sky filings.

- (4) Review legal issues relating to the structure of the Bond.

Our Bond Opinion will be addressed to the Issuer and purchaser of the Bond and will be delivered by us on the date the Bond is exchanged for its purchase price (the “*Closing*”). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bond.

Client Responsibility. During the course of our engagement hereunder, we will rely on the Issuer’s staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. It is also imperative that the Issuer officials and staff authorized to effect the issuance of the Bond read and understand the documents we prepare in connection with the issuance of the Bond and ask questions of us in order for us to effectively represent you. By execution of this letter, you acknowledge and agree to the same.

II. Attorney-Client Relationship

Upon execution of this engagement letter, the Issuer constitutes our client and an attorney-client relationship will exist between us. We assume that all other parties involved in the issuance of the Bond will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the various parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer’s execution of this engagement letter will constitute an acknowledgment of those limitations.

III. Limitations on Role of Pope Flynn

Our services shall be limited to those of a traditional legal nature and, except as specifically set forth in Section I above, our scope of engagement does not expand beyond those matters strictly necessary to render our Bond Opinion. Our scope of engagement hereunder does not include:

- (1) Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the United States Securities and Exchange Commission.
- (2) Drafting state constitutional or legislative amendments.
- (3) Pursuing test cases or other litigation regarding the Bond.
- (4) Representing the Issuer in Internal Revenue Service examinations or inquiries, or United States Securities and Exchange Commission investigations.

- (5) Opining on a continuing disclosure undertaking pertaining to the Bond and, after the execution and delivery of the Bond, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
- (6) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bond will continue to be excluded from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bond does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (1)–(6) upon your request and by mutual agreement, however, a separate, written engagement agreement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed at items (7)–(11) below, are not included in this engagement, nor will they be provided by us at any time.

- (7) Providing any advice, opinion, or representation as to the financial feasibility or the fiscal prudence of issuing the Bond, the financial or business condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bond.
- (8) Acting as an underwriter, or otherwise marketing the Bond.
- (9) Acting in a financial advisory role, including as a “municipal advisor” or providing “advice” (as those terms are defined in the implementing rules (Rules 15Ba1-1 through 15Ba1-8, and Rule 15Bc4-1) relating to Section 15B of the Securities Exchange Act of 1934, as amended) to the Issuer in connection with the issuance of loans or securities.
- (10) Preparing Blue Sky or investment surveys with respect to the Bond.
- (11) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bond.

IV. Conflicts

As you are aware, we represent many political subdivisions and companies. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe any current representation we have undertaken will adversely affect our ability to represent you as provided in this engagement letter, either because such matter is sufficiently different from this matter so as to make such representation not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this matter. Should a conflict arise, we will immediately bring it to your attention.

V. Fees and Payment

Based upon: (i) our current understanding of the terms, structure, size, and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; (iv) the responsibilities we will assume in connection therewith, and (v) the value our services will confer upon the Issuer, we estimate that our fee for serving as Bond Counsel will be a based fee of \$25,000, plus \$2.00 per \$1,000 of bond proceeds (which is estimated to be total fee of \$50,000). Our fee may vary: (a) if the principal amount of Bond actually issued differs materially from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, prior to closing, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and seek agreement on a reasonable adjustment.

Unless an alternative arrangement is agreed by the parties, we will provide you with an invoice requesting payment for services rendered at closing of the Bond. The invoice will also request payment for an amount representing out-of-pocket and other expenses incurred to closing and an estimate of expenses post-closing, with anticipated expenses not to exceed \$1,500. If you prefer a different format, please let me know. Expenses incurred to closing are more fully explained on the Schedule of Primary Charges, attached to this letter, and the estimate of expenses for post-closing will be based on such schedule and our experience in similar transactions.

If, for any reason, the Bond is not issued or is issued without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$225 to \$500, depending on personnel) for time actually spent on your behalf, plus out-of-pocket and other expenses, as described above. In such case, we will submit, and Issuer shall pay, within 30 days of receipt, an invoice for all work performed to such date at our prevailing hourly rates, not to exceed the fee that would have been payable had our engagement concluded in the normal course with the issuance of the Bond.

VI. Technology

In the interest of facilitating our services to you, we will send documents, information, and data electronically through conventional email and other electronic means, and will store electronic documents or data via computer software applications hosted remotely and utilize cloud-based storage. Your confidential electronic documents or data will be transmitted or stored using these methods. We will use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we have sought out vendors and service providers well-versed in the requirements attendant to legal services. We will employ reasonable efforts to keep client communications, documents, and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents, or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us

or by our third party vendors. Please note that absent any direction from you to the contrary, we will not use any encryption or other special protections with emails sent to Issuer personnel.

By your acceptance of this engagement letter, you consent to our use of these electronic devices and applications, use of conventional email, and submission of confidential client information to or through third party service providers during this engagement.

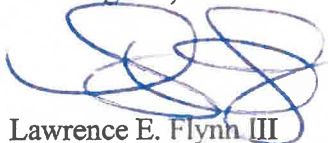
VII. Term of Engagement

Our engagement hereunder with respect to the Bond ends with the Closing of the Bond. Nevertheless, subsequent to Closing, we will mail the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this engagement letter dated and signed by an authorized officer, retaining a copy for your files.

I look forward to working with you.

Best Regards,



Lawrence E. Flynn III
Pope Flynn, LLC

WE AGREE TO THE TERMS OF THIS ENGAGEMENT LETTER FOR LEGAL REPRESENTATION AS STATED ABOVE.

RE: CITY OF WALTERBORO, SOUTH CAROLINA – APPROXIMATELY \$12,500,000 WATERWORKS
AND SEWER SYSTEM REVENUE BOND, SERIES 2025
FILE NO. 45.17

CITY OF WALTERBORO, SOUTH CAROLINA

BY: _____
ITS: _____
DATE: _____

SCHEDULE OF PRIMARY CHARGES

Photocopies	10¢ per page.
Mileage Reimbursement for Travel	At current IRS allowable rate.
Other travel (airfare, hotels, lodging, meals, ground transportation)	At cost.
Postage	At cost.
Express courier services (<i>i.e.</i> , <i>FedEx</i>)	At cost.
Out-of-Office messenger costs	\$5 plus mileage charges indicated above.
Electronic legal research	WestLaw electronic legal research: You will be billed \$15.00 per use, unless additional charges are incurred, which will be applied at their actual cost to your file.
Newspaper Publication	At cost – billed at the time of receipt of invoice from newspaper.



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: October 3, 2025
SUBJECT: Lower & Middle Ireland Creek Sewer Trunk Line Improvement Project – Contract 1

The bid opening for the Lower & Middle Ireland Creek Sewer Trunk Line Improvement project was held on June 17th and the city received three (3) bids and one (1) no bid:

Contractor

Bid

Moorhead Construction Inc. (Anderson, SC)	\$5,753,227.50
R.H. Moore Company, Inc. (Myrtle Beach, SC)	\$6,133,043.00
Chandler Construction Services Inc. (Summerville, SC)	\$10,487,619.20
GCU LLC (Theodore, AL)	No bid

The project will replace and upsize the trunk line to the wastewater treatment plant and will connect to the new sewer trunk line that is currently under construction that will extend from Ireland Creek to Exit 57. City staff recommends awarding Contract 1 to Moorhead Construction Inc. (Anderson, SC) in the amount of **\$5,753,227.50** *contingent upon receiving concurrence on the bid opening documentation provided to US Dept of Commerce – EDA.*

The project will be funded from these sources:

- EDA - \$3,257,501
- 2025 Water/Sewer Revenue Bond - \$2,495,726.50

City staff asks for Council's favorable consideration of this request. If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments

**BID TABULATION
LOWER & MIDDLE IRLAND CREEK SEWER TRUNK LINE IMPROVEMENTS PROJECT
CITY OF WALTERBORO
JUNE 17, 2025**



CONTRACT I		Item Description		Unit	Estimated Quantity	Moorehead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
Item No.						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Replace Lower Inland Creek Sewer Trunk Line													
1		Mobilization (organizing & moving all forces, supplies, equipment & incidentals to the project site, regardless of the number of times such moves are made, and all construction costs incurred after award of the Contract. May not exceed 4% of Total Base Bid Price. The first Contractor's Application for Payment will include 50% of Mobilization, & the second Contractor's Application for Payment will include the remaining 50% of Mobilization.)		LS	1								
2		42" Gravity Sewer Line 0'-6" Deep		LF	43	\$215,000.00	\$215,000.00	\$220,000.00	\$220,000.00	\$300,216.00	\$300,216.00		\$0.00
3		42" Gravity Sewer Line 6'-8" Deep		LF	1,522	\$582.00	\$25,026.00	\$475.00	\$20,425.00	\$1,197.00	\$51,471.00		\$0.00
4		42" Gravity Sewer Line 8'-10" Deep		LF	1,056	\$592.00	\$901,024.00	\$540.00	\$821,880.00	\$1,120.00	\$1,704,640.00		\$0.00
5		42" Gravity Sewer Line 10'-12" Deep		LF	300	\$612.00	\$64,272.00	\$600.00	\$633,600.00	\$1,121.00	\$1,183,776.00		\$0.00
6		42" Gravity Sewer Line 12'-14" Deep		LF	179	\$642.00	\$192,600.00	\$665.00	\$199,500.00	\$1,125.00	\$337,500.00		\$0.00
7		36" Gravity Sewer Line 10'-12" Deep		LF	3,808	\$652.00	\$116,708.00	\$750.00	\$134,250.00	\$1,125.00	\$4,044,096.00		\$0.00
8		36" Gravity Sewer Line 8'-10" Deep		LF	590	\$515.00	\$309,750.00	\$425.00	\$1,618,400.00	\$1,062.00	\$629,530.00		\$0.00
9		48" Steel Casing Pipe Bore & Jack (US 17A)		LF	70	\$525.00	\$273,000.00	\$4,100.00	\$287,000.00	\$5,748.00	\$402,360.00		\$0.00
10		36" DI Gravity Sewer Line Threaded Through 48" Steel Casing		LF	92	\$3,900.00	\$462,000.00	\$1,200.00	\$110,400.00	\$812.00	\$74,704.00		\$0.00
11		24" DI Gravity Sewer Line 0'-6" Deep		LF	375	\$507.00	\$190,125.00	\$370.00	\$138,750.00	\$867.00	\$325,125.00		\$0.00
12		24" DI Gravity Sewer Line 6'-8" Deep		LF	69	\$517.00	\$35,673.00	\$405.00	\$27,945.00	\$891.00	\$61,479.00		\$0.00
13		24" DI Gravity Sewer Line 10'-12" Deep		LF	20	\$537.00	\$10,740.00	\$480.00	\$9,600.00	\$865.00	\$17,300.00		\$0.00
14		5' Diameter Manhole 8'-10" Deep		EA	2	\$9,500.00	\$19,000.00	\$15,000.00	\$30,000.00	\$12,144.00	\$24,288.00		\$0.00
15		5' Diameter Manhole 10'-12" Deep		EA	13	\$11,400.00	\$148,200.00	\$22,000.00	\$286,000.00	\$15,276.00	\$198,588.00		\$0.00
16		6' Diameter Manhole 10'-12" Deep		EA	9	\$17,000.00	\$153,000.00	\$24,000.00	\$216,000.00	\$19,845.00	\$178,605.00		\$0.00
17		6' Diameter Manhole 12'-14" Deep		EA	3	\$19,000.00	\$57,000.00	\$27,000.00	\$81,000.00	\$27,187.00	\$81,561.00		\$0.00
18		Connect Proposed 42" Gravity Sewer to Existing 42" Gravity Sewer just west of Manhole OB at WWTP		EA	1	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$61,581.00	\$61,581.00		\$0.00
19		Connect Existing Force Mains to New PMH 6		EA	2	\$4,000.00	\$8,000.00	\$23,000.00	\$46,000.00	\$15,975.00	\$31,950.00		\$0.00
20		Connect Existing 8" VC Gravity Sewer PMH 6		EA	1	\$3,500.00	\$3,500.00	\$28,000.00	\$28,000.00	\$13,106.00	\$13,106.00		\$0.00
21		Plug 21" & 15" Existing Sewer Line & Demolish Existing Manhole		EA	30	\$1,650.00	\$49,500.00	\$3,500.00	\$105,000.00	\$1,909.00	\$57,270.00		\$0.00
22		Modify Existing Manhole Invert & Shelf		EA	2	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00	\$2,823.00	\$5,646.00		\$0.00
23		Clearing (15' Wide x 7.994' Long)		AC	2.8	\$43,500.00	\$121,800.00	\$125,000.00	\$350,000.00	\$44,289.00	\$124,009.20		\$0.00
24		Foundation Stone		TON	1,855	\$62.00	\$115,010.00	\$105.00	\$194,775.00	\$94.00	\$174,370.00		\$0.00
25		Silt Fencing		LF	15,998	\$3.25	\$51,993.50	\$4.75	\$75,980.50	\$5.00	\$79,990.00		\$0.00
26		Sediment & Erosion Control		LS	1	\$24,000.00	\$24,000.00	\$65,000.00	\$65,000.00	\$59,319.00	\$59,319.00		\$0.00
27		Grassing		LF	7,994	\$3.00	\$23,982.00	\$3.75	\$29,977.50	\$4.00	\$31,976.00		\$0.00
28		Traffic Control		LS	1	\$18,000.00	\$18,000.00	\$46,500.00	\$46,500.00	\$23,680.00	\$23,680.00		\$0.00
Partially Demolish Existing Sewer Line Crossing Ireland Creek from Existing SSMH 62A to Existing SSMH-1 along W. Washington Street													
29		Remove Existing 12" DI Gravity Sewer		LF	110	\$70.00	\$7,700.00	\$110.00	\$12,100.00	\$76.00	\$8,360.00		\$0.00
30		Plug 12" Existing Sewer Line		EA	2	\$1,800.00	\$3,600.00	\$2,600.00	\$5,200.00	\$2,465.00	\$4,930.00		\$0.00
31		Demolish Existing SS Manholes		EA	2	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,909.00	\$3,818.00		\$0.00
TOTAL OF BID - CONTRACT I						Total:	\$5,753,227.50	Total:	\$5,133,043.00	Total:	\$10,487,619.20	Total:	NO BID



CONTRACT I - ALTERNATE BID A

Item No.	Item Description	Unit	Estimated Quantity	Moorhead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
Install New Sewer Line Along Ivanhoe Road from EMH 0+3 to EMH 2A-1											
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
IA1	10" Gravity Sewer 0'-6" Deep	LF	15	\$380.00	\$5,700.00	\$230.00	\$3,450.00	\$213.00	\$3,195.00		\$0.00
IA2	10" Gravity Sewer 6'-8" Deep	LF	166	\$380.00	\$63,080.00	\$265.00	\$43,990.00	\$213.00	\$35,358.00		\$0.00
IA3	10" Gravity Sewer 8'-10" Deep	LF	108	\$410.00	\$44,280.00	\$285.00	\$30,780.00	\$213.00	\$23,004.00		\$0.00
IA4	10" Gravity Sewer 10'-12" Deep	LF	86	\$430.00	\$36,980.00	\$350.00	\$30,100.00	\$213.00	\$18,318.00		\$0.00
IA5	10" Gravity Sewer 12'-14" Deep	LF	120	\$440.00	\$52,800.00	\$400.00	\$48,000.00	\$213.00	\$25,560.00		\$0.00
IA6	4' Diameter Manhole 0'-6" Deep	EA	1	\$10,500.00	\$10,500.00	\$13,000.00	\$13,000.00	\$7,230.00	\$7,230.00		\$0.00
IA7	Remove 8" DI Sewer Piping	LF	50	\$125.00	\$6,250.00	\$125.00	\$6,250.00	\$90.00	\$4,500.00		\$0.00
IA8	Plug Existing 8" Sewer Line	EA	2	\$3,200.00	\$6,400.00	\$1,500.00	\$3,000.00	\$2,485.00	\$4,930.00		\$0.00
IA9	Rework Invert for Existing SS Manhole 2A-0	EA	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,823.00	\$2,823.00		\$0.00
IA10	R & R Asphalt Pavement	LF	24	\$300.00	\$7,200.00	\$2,600.00	\$62,400.00	\$592.00	\$14,208.00		\$0.00
IA11	Foundation Stone	TON	40	\$82.00	\$3,280.00	\$95.00	\$3,800.00	\$94.00	\$3,760.00		\$0.00
IA12	Silt Fencing	LF	990	\$6.00	\$5,940.00	\$5.50	\$5,445.00	\$5.00	\$4,950.00		\$0.00
IA13	Sediment & Erosion Control	LS	1	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$5,328.00	\$5,328.00		\$0.00
IA14	Grassing	LF	495	\$25.00	\$12,375.00	\$12.00	\$5,940.00	\$11.00	\$5,445.00		\$0.00
IA15	Traffic Control	LS	1	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$42,623.00	\$42,623.00		\$0.00
TOTAL OF BID - CONTRACT I - ALTERNATE BID A				Total:	\$294,785.00	Total:	\$288,655.00	Total:	\$201,232.00	Total:	NO BID

CONTRACT I - ALTERNATE BID B

Item No.	Item Description	Unit	Estimated Quantity	Moorhead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
Asphalt Walkway Resurfacing Unit Price											
IB1	2-inch Asphalt Walkway Resurfacing w/ Tack	SY	1	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				\$200.00	\$200.00	\$28.00	\$28.00	\$285,000.00	\$285,000.00		\$0.00
TOTAL OF BID - CONTRACT I - ALTERNATE BID B				Total:	\$200.00	Total:	\$28.00	Total:	\$285,000.00	Total:	NO BID

CONTRACT I - ALTERNATE BID C

Item No.	Item Description	Unit	Estimated Quantity	Moorhead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
Partial Removal & Replacement of Existing Walkway											
IC1	Partially Remove & Replace Existing Walkway near STA 35+50	LS	1	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00	\$250,000.00	\$250,000.00		\$0.00
TOTAL OF BID - CONTRACT I - ALTERNATE BID C				Total:	\$15,000.00	Total:	\$75,000.00	Total:	\$250,000.00	Total:	NO BID

CONTRACT I - ALTERNATE BID D

Item No.	Item Description	Unit	Estimated Quantity	Moorhead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Partial Removal & Replacement of Existing Walkway											
ID1	Deduct if Allowed to Forestry Mew and/or Grind Vegetative Debris, Spread Grindings & Leave in Place	LS	1	\$0.00	\$0.00	\$150,000.00	\$150,000.00	\$20,000.00	\$20,000.00		\$0.00
TOTAL OF BID - CONTRACT I - ALTERNATE BID D				Total:	\$0.00	Total:	\$150,000.00	Total:	\$20,000.00	Total:	NO BID



CONTRACT II

Item No.	Item Description	Unit	Estimated Quantity	Moorhead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
	Middle Inland Creek Sewer Trunk Line Cleaning, CCTV Inspection & Manhole Rehabilitation			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (organizing & moving all forces, supplies, equipment & incidentals to the project site, regardless of the number of times such moves are made, and all preconstruction costs incurred after award of the Contract. May not exceed 4% of Total Base Bid Price. The first Contractor's Application for Payment will include 50% of Mobilization, & the second Contractor's Application for Payment will include the remaining 50% of Mobilization.)	LS	1								
2	Clean Existing 21" Gravity Sewer Line with Power Rodder Header & Cutter	LF	1,714	\$22,000.00	\$22,000.00		\$0.00		\$0.00	\$37,395.00	\$37,395.00
3	CCTV Inspection 21" Gravity Sewer Line	LF	1,714	\$15.00	\$25,710.00		\$0.00		\$0.00	\$51.00	\$104,554.00
4	Bypass Pumping Around Existing 21" Gravity Sewer Line	LF	1,714	\$9.00	\$15,426.00		\$0.00		\$0.00	\$50.00	\$102,840.00
5	Clean Existing 18" Gravity Sewer Line with Power Rodder Header & Cutter	LF	2,705	\$65.00	\$176,075.00		\$0.00		\$0.00	\$40.00	\$89,560.00
6	CCTV Inspection 18" Gravity Sewer Line	LF	2,705	\$15.00	\$40,575.00		\$0.00		\$0.00	\$51.00	\$165,005.00
7	Bypass Pumping Around Existing 18" Gravity Sewer Line	LF	2,705	\$9.00	\$24,345.00		\$0.00		\$0.00	\$50.00	\$162,300.00
8	Manhole Rehabilitation Coating (23 Manholes @ 10' Depth Avg.)	VF	230	\$45.00	\$10,350.00		\$0.00		\$0.00	\$40.00	\$108,200.00
9	Remove & Replace Manhole Frame & Cover in Non-Paved Area	EA	5	\$2,900.00	\$14,500.00		\$0.00		\$0.00	\$383.50	\$203,205.00
10	Grout Manhole Frame	EA	5	\$1,000.00	\$5,000.00		\$0.00		\$0.00	\$12,500.00	\$62,500.00
11	Raise Manhole Frame to Finished Grade	EA	5	\$2,500.00	\$12,500.00		\$0.00		\$0.00	\$2,500.00	\$12,500.00
										\$4,157.00	\$20,835.00
	CIPP Existing Sewer Line Crossing Inland Creek From EMH 57 To EMH 1A-1			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12	CIPP Existing 16" Gravity Sewer	LF	382	\$250.00	\$95,500.00		\$0.00		\$0.00	\$427.00	\$163,114.00
13	EMH 1A-1 Rework Existing Invert & Shelf	EA	1	\$2,500.00	\$2,500.00		\$0.00		\$0.00	\$2,500.00	\$2,500.00
14	Bypass Pumping for Proposed CIPP Existing 16" Gravity Sewer	LF	382	\$40.00	\$15,280.00		\$0.00		\$0.00	\$83.50	\$31,897.00
	TOTAL OF BID - CONTRACT II			Total:	\$604,221.00	Total:	NO BID	Total:	NO BID	Total:	\$1,245,105.00

CONTRACT II - ALTERNATE BID A

Item No.	Item Description	Unit	Estimated Quantity	Moorhead Construction Inc.		R. H. Moore Company, Inc.		Chandler Construction Services Inc.		GCU, LLC	
	CIPP Existing Sewer Line Crossing Inland Creek from Existing SSMH 25 to Existing SSMH 28 Forest Hills Road			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
IIA1	CIPP Existing 8" Gravity Sewer	LF	111	\$350.00	\$38,850.00		\$0.00		\$0.00	\$722.00	\$80,142.00
IIA2	Rework Existing Manhole Invert & Shelf	EA	1	\$1,500.00	\$1,500.00		\$0.00		\$0.00	\$2,500.00	\$2,500.00
IIA3	Bypass Pumping for CIPP 8" Gravity Sewer	EA	111	\$75.00	\$8,325.00		\$0.00		\$0.00	\$25.00	\$2,775.00
	TOTAL OF BID - CONTRACT II - ALTERNATE BID A			Total:	\$48,675.00	Total:	NO BID	Total:	NO BID	Total:	\$85,417.00

Note: Highlighted figures represent those corrected by the Engineer

The bids tabulated herein were received by the City of Wallerboro on June 17, 2025, at 2:00 PM at the City of Wallerboro's Wildlife Center

Hybrid Engineering, Inc.

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

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



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: October 6, 2025
SUBJECT: Request to Purchase New Fire Pumper Truck with Equipment

I have attached a memo and supporting documentation from Fire Chief Paul Seigler to purchase a new fire pumper truck with equipment. The new truck will replace Engine 2 (2004). The Fire Department received two (2) bids and one (1) no bid:

<u>Vendor</u>	<u>Truck</u>	<u>Bid</u>
Fire Equipment Sales and Services (Sumter, SC)	E-ONE Top Mount Pumper	\$802,165.00
Safe Industries (Easley, SC)	E-ONE Top Mount Pumper	\$782,600.00
Fire Master Fire Equipment, Inc. (Springfield, MO)		No bid

The FY 2025-26 Fire Department budget included a future 5-year lease purchase for the purchase of a new fire truck with equipment (budgeted cost \$770,700). City staff recommends purchasing the E-One Top Mount Pumper Truck with equipment from Safe Industries (Easley, SC) in the amount of **\$782,600.00**. The expected lead time on new fire apparatus can be as long as 36 months. 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



Bid Proposals for Fire Engine

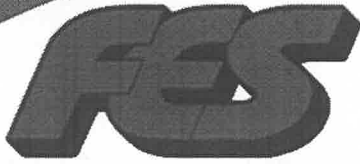
(Due late 2028)

Fire Equipment Sales	\$802,165.00
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Safe Industries	\$782,600.00
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Fire Master Fire Equipment	No Bid
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I would like to recommend purchase of our next Fire Engine from Safe Industries in the amount of \$782,600.00



Official Proposal for City of Walterboro

FES will Provide One (1) Top Mount Pumper with a Freightliner M2 106 Chassis a 1030 Gallon Water Tank, a Hale Qflo 1250 GPM Pump and a Honda Generator with additional Loose Equipment Requested with the truck. SC Auto Sales Tax is also included in the proposed total. Delivery is to be made 220 days after receipt of approved chassis by the manufacturer, FES.

Total Price:

\$802,165.00

Bidding Organization Name: Fire Plus, LLC dba Fire Equipment Sales and Services
Bidding Organization Address: 1665 Stamey Livestock Road
Sumter, SC 29153

Signature of Bidder's Representative:

Name: Will Stokes
Title: General Manager
Phone: (803) 757-4785
Email: wstokes@fes-fire.com





Official Proposal for City of Walterboro

All Source Enterprises LLC. dba Safe Industries herewith submits a proposal to Walterboro Fire Department for a fire apparatus manufactured by E-ONE on September 24, 2025:

<u>Package:</u>	One (1) E-ONE Top Mount Pumper with a Freightliner M2 106 Chassis, a 1030 Gallon Water Tank, a Hale Qflo 1250 GPM Pump and a Honda Generator	\$587,540.00
	<ul style="list-style-type: none">• Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.	Included
	<ul style="list-style-type: none">• During the First Year of the Truck's Warranty Period, Safe Industries Will Provide Warranty Inspections at 120 and 330 Days After Delivery at No Charge to the Customer	Included
	<ul style="list-style-type: none">• Final Inspection Ground Travel, Meals and Expenses for Two (2) Department Personnel	Included
	<ul style="list-style-type: none">• Loose Equipment as Specified on EST36620	\$183,305.00
	<ul style="list-style-type: none">• Service Upfits as Specified on EST43862	\$3,255.00
	<ul style="list-style-type: none">• Chassis Price Increase Contingency Fund	\$8,000.00
	<ul style="list-style-type: none">• SC Auto Sales Tax	\$500.00
<u>Total of Package:</u>		<u>\$782,600.00</u>

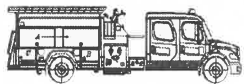
Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries
Bidding Organization Address: 5031 Hwy 153
Easley, SC 29642

Signature of Bidder's Representative:

Name: Wade Godfrey
Title: Apparatus Sales Representative
Phone: (864) 506-0076
Email: WGodfrey@safeindustries.com

Delivery is to be made to the Customer within approximately 37 months from receipt of the signed and accepted sales order by the Manufacturer, E-ONE. Proposed delivery days subject to change based on shelving and upfit modifications determined by the department. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond E-ONE's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 30 days.



Fire Master Fire Equipment, Inc.

*Sales & Service on New & Pre-Owned Fire Apparatus
Plus a Complete Line of Fire Fighting Equipment*



September 25, 2025

Walterboro Fire Department
213 Carn Street
Walterboro, SC 29488

REF: Pumper Bid

Greetings,

Thank you for the opportunity to provide a proposal for your current pumper bid. After reviewing the bid specifications, we regretfully decline to provide a bid for this opportunity.

Sincerely,

Christopher B. Thompson
Sales Manager