



**WALTERBORO CITY COUNCIL
RESCHEDULED REGULAR MEETING
NOVEMBER 11, 2025
CITY HALL
6:15 P.M.**

AGENDA

I. Call to Order:

1. Invocation
2. Pledge of Allegiance

II. Public Input on Agenda Items:

III. Approval of Minutes:

1. Regular Meeting – October 7, 2025

IV. Old Business:

V. New Business:

1. **Ordinance # 2025-13**, AN ORDINANCE AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF WALTERBORO TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020 (Introduction and First Reading).
2. **Ordinance # 2025-14**, A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM IMPROVEMENT REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING TWELVE MILLION DOLLARS (\$12,000,000); AND OTHER MATTERS RELATING THERETO (Introduction and First Reading).
3. **Ordinance # 2025-15**, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE CHANGES TO MULTI-FAMILY DEVELOPMENTS (Introduction and First Reading).
4. **Resolution # 2025-R-06**, A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO CAUSE THE CITY TO BE REIMBURSED WITH THE PROCEEDS OF TAX – EXEMPT OBLIGATIONS (Resolution Attached).
5. **Resolution # 2025-R-07**, A RESOLUTION TO CERTIFY THE RESULTS OF THE NOVEMBER 4, 2025, MUNICIPAL GENERAL ELECTION (Resolution Attached).
6. Consideration of a request to close streets for the Annual Christmas Parade to be held Sunday, December 7, 2025, at 6:15 PM (Letter Attached).

7. Election of Councilmember James Broderick as Voting Delegate at the 2025 National League of Cities City Summit.
8. Consideration of a parade request from Herman Bright – Martin Luther King, Jr. Parade, January 18, 2026, at 2:30 PM (Letter Attached).

VI. City Manager's Report:

1. Consideration of funding recommendations from the Accommodations Tax Advisory Committee (Memo Attached).
2. Consideration of bids for Phase 2A of the boardwalk reconstruction project (Memo Attached).
3. Consideration of bids for I-95 Business Loop Landscaping (Memo Attached).

VII. Executive Session:

1. Receipt of Legal Advice – Dealing with matters covered by attorney-client privilege, including potential or pending legal claims.
2. Personnel Matters:
 - a. Police Department.
 - b. Finance Director Search.
3. Discussion of matters concerning the provision of services encouraging the location of businesses in the area served by the public body:
 - a. Sewer Trunk Line Project.
 - b. SC Department of Commerce Rural Development and Strategic Planning Initiative.

VIII. Open Session:

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

IX. Adjournment

Walterboro City Council

Regular Meeting

City Hall

October 7, 2025

Minutes

A Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, October 7, 2025, at 6:15 P.M. with Mayor Bill Young presiding.

Present: Joined in the meeting were: Mayor Bill Young, Councilmember: 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, Fire Chief Paul Seigler, Finance Director Amy Risher, and Public Works Director Michael Crosby.

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 Siegel led the Pledge of Allegiance to our flag.

Public Input on Agenda Items:

There was no public input on agenda items.

Approval of Minutes:

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

1. Regular Meeting – September 2, 2025.

Old Business:

There was no old business to discuss.

New Business:

1. Consideration of Rescheduling the November 4, 2025, Regular City Council Meeting (2025 City Election).

Assistant City Manager Ryan McLeod stated the meeting will be rescheduled to November 11, 2025.

Motion: Councilmember Pryor; Seconded by Councilmember Brown

Discussion: None

Carried: All ayes

2. Consideration of a request for a temporary road closure on November 6, 2025, from 5:30-7:30 PM for First Thursday.

Assistant City Manager Ryan McLeod stated Mr. Mayor and members of City Council, FestiVELO will be taking place November 5-9, 2025. There are approximately 250 cyclists registered. FestiVELO would like to support the business during the First Thursday and would like to close the Main Street Roads. I spoke with Chief Marvin and Michael Crosby, and they are equipped to assist with the road closure. Staff ask for Council's favorable consideration of this request.

Motion: Councilmember Pryor; Seconded by Councilmember Broderick

Discussion: None

Carries: All ayes

City Manager's Report:

1. Consideration of Supplement No. 5, Willdan Financial Services – Water & Wastewater Financial & Capital Planning Update.

Assistant City Manager Ryan McLeod stated Mr. Mayor and members of City Council you have in your agenda packet a memo and supporting documentation from City Manager Jeff Molinari, Supplement No. 5 from Willdan Financial Services. The 2023 analysis needs to be updated. The intent of this study will be 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.
4. Provide recommendations for revising 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 ask for City Council's favorable consideration of this request.

Motion: Councilmember Broderick; Seconded by Councilmember Pryor

Discussion: None

Carries: All ayes

2. Consideration of Engagement Letter, Pope Flynn - \$12,500,000 Waterworks and Sewer System Revenue Bond, Series 2025.

Assistant City Manager Ryan McLeod stated Mr. Mayor and members of City Council you have in your agenda packet an engagement letter from the city's bond counsel, Pope Flynn. 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 ask for Council's favorable consideration of this request.

Motion: Councilmember Brown; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

3. Consideration of bids for Lower & Middle Ireland Creek Sewer Trunk Line Improvement Project.

Assistant City Manager Ryan McLeod stated Mr. Mayor and members of City Council you have in your agenda packet a memo for the Lower & Middle Ireland Creek Sewer Trunk Line Improvement Project. The bid opening for that project was held on June 17th and the city received three (3) bids and one (1) 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. in the amount of \$5,753,227.50. The project will be funded from these sources: EDA - \$3,257,501 and the 2025 Water/Sewer Revenue Bond - \$2,495,726.50. City staff asks for Council's favorable consideration of this request.

Councilmember Siegel asked, can you explain the importance of this sewer line?

Assistant City Manager Ryan McLeod stated this is the trunk line that will extend from Ireland Creek to our Wastewater Treatment Plant. Without this connection, further development at exit 57 won't happen. Exit 57 is a key corridor for commercial growth. I have been in discussion with restaurants and big box retailers and growth is coming. Without this sewer project growth stalls.

Councilmember Pryor asked what is the time frame on this project?

Assistant City Manager Ryan McLeod stated approximately 12 months.

Motion: Councilmember Broderick; Seconded by Councilmember Brown

Discussion: None

Carried: All ayes

4. Considerations of bids to purchase a new Pumper Truck for the Fire Department.

Assistant City Manager Ryan McLeod stated Mr. Mayor and members of City Council, you have in your agenda packet 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. The Fire Department received two (2) bids and one (1) no bid. The FY 2025-26 Fire Department budget included a future 5-year lease purchase of a new fire truck with equipment. City staff recommends purchasing the E-One Top Mount Pumper Truck with equipment from Safe Industries in the amount of \$782,600.00. The expected lead time on new fire apparatus can be as long as 36 months.

Councilmember Broderick asked what will be the oldest pumper truck after we purchase this one?

Fire Chief Seigler stated it will be our reserve truck which is a 1999.

Motion: Councilmember Bridger; Seconded by Councilmember Brown

Discussion: None

Carried: All ayes

A motion to go into Executive Session was made by Councilmember Brown, seconded by Councilmember Broderick. Mayor Young explained that City Council would be going into Executive Session to discuss 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, Receipt of Legal Advice – International Property Maintenance Code, and Personnel Matter – Finance Director Search.

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.

A motion to come out of Executive Session was made by Councilmember Brown, seconded by Councilmember Broderick. 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 Mayor Young, and passed unanimously. Mayor Young adjourned the meeting at 7:33 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

ORDINANCE 2025-13

AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF WALTERBORO TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.

WHEREAS, the City of Walterboro (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2023-14 on December 05, 2023, in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

WHEREAS, the City of Walterboro Council of the Municipality (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

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

SECTION 1. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," shall remain in full force and effect as set forth in the Current Business License Ordinance.

SECTION 2. Repealer, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

ENACTED IN REGULAR MEETING, this 2nd day of December, 2025.

William T. Young Jr., Mayor

ATTEST:

Adreinne M. Nettles, City Clerk

First reading: November 11, 2025

Public hearing: _____

Final reading: _____

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

**APPENDIX B
Classes 1 – 8: Business License Class Schedule by NAICS Codes**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	3
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	2
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	6
54	Professional, scientific, and technical services	4
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	3
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	3
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.

ORDINANCE # 2025-14

A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING TWELVE MILLION DOLLARS (\$12,000,000); AND OTHER MATTERS RELATING THERETO

2025 SERIES ORDINANCE

Enacted: December 2, 2025

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EXHIBIT A – FORM OF BOND
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NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, THAT:

ARTICLE I
FINDINGS OF FACT

Section 1.01 Findings.

Incident to the enactment of this series ordinance (this “**2025 Series Ordinance**”), and the issuance of the waterworks and sewer system improvement and refunding revenue bonds provided for herein (the “**Series 2025 Bonds**”), the City Council of the City of Walterboro (the “**City Council**”), the governing body of the City of Walterboro, South Carolina (the “**City**”), finds that the facts set forth in this Article exist and the following statements are in all respects true and correct:

(A) The City Council has made general provision for the issuance from time to time of waterworks and sewer system revenue bonds (the “**Bonds**”) of the City by bond ordinance number 2016-09, entitled “AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO” enacted by the City Council on November 1, 2016 (the “**2016 Bond Ordinance**”), as amended by that first amendment to the 2016 Bond Ordinance entitled “AN ORDINANCE AMENDING THAT CERTAIN AMENDED AND RESTATED BOND ORDINANCE ENTITLED ‘AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO’ ENACTED ON NOVEMBER 1, 2016; AND OTHER MATTERS RELATING THERETO” enacted by the City Council on December 5, 2023 (the “**2023 Amendment**,” and together with the 2016 Bond Ordinance, the “**Bond Ordinance**”). Terms with initial capitals and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Ordinance.

(B) It is provided in and by the Bond Ordinance that, upon enactment of a “Series Ordinance,” there may be issued one or more Series of Bonds for the purpose of, among other things: (1) obtaining funds for expansions, additions and improvements of the System, including the recoupment of funds already so expended; (2) providing funds for the payment of any bond anticipation notes; (3) refunding Bonds or certain other obligations; (4) providing funds for the payment of interest due on any Bonds; (5) funding a Debt Service Reserve Fund, if any, in an amount equal to the Reserve Requirement; and (6) paying the costs of issuance of Bonds, including any credit enhancement therefor.

(C) The City has the following Series of Bonds currently Outstanding (collectively, the “**Parity Bonds**”):

- (1) the \$3,062,830 final principal amount Waterworks and Sewer System Improvement Revenue Bond, Series 2009 (State Water Pollution Control Revolving Fund, Loan Number S1-122-09-441-06), dated August 14, 2009;
- (2) the \$1,480,000 final principal amount Waterworks and Sewer System Improvement Revenue Bond, Series 2017 (State Water Pollution Control Revolving Fund, Loan Number X1-181-16-441-08), dated January 31, 2017;
- (3) the \$7,000,000 original principal amount Waterworks and Sewer System Improvement Revenue Bond, Series 2021, dated March 11, 2021; and
- (4) the \$40,500,000 original principal amount Waterworks and Sewer System Improvement Revenue Bond, Series 2023 (Revolving Credit Facility), dated December 8, 2023 (the “**Series 2023 Bond**”).

(D) Upon the basis of the authority provided in the Bond Ordinance, the City has determined to issue the Series 2025 Bonds: (1) to recoup or defray a portion of the costs of certain expansions, additions, and improvements to the City’s water and sewer utility system, including a wastewater treatment plant (the “**2025 Project**”); (2) to provide for the redemption in full of the Series 2023 Bond; (3) to fund the 2025 Debt Service Reserve Fund (as defined herein), if any, in an amount equal to the 2025 Reserve Requirement (as defined herein); and (4) to pay the costs of issuance of the Series 2025 Bonds, including payment of any premium due on any Municipal Bond Insurance Policy.

(E) Upon the issuance of the Series 2025 Bonds, the Series 2025 Bonds, together with all additional Series of Bonds issued pursuant to the terms of the Bond Ordinance, shall be issued on a parity with the Parity Bonds.

(F) By reason of the foregoing, the City has determined to enact this 2025 Series Ordinance in accordance with the terms and provisions of the Bond Ordinance in order to issue the Series 2025 Bonds for the purposes described in Paragraph (D) above.

Section 1.02 **Determinations Required by Section 4.01(B) of the Bond Ordinance.**

(A) The City Council hereby specifies and determines that:

- (1) the current period of usefulness of the System is as set forth in Article III hereof;
- (2) the Date of Issue of the Series 2025 Bonds shall be the date that the Series 2025 Bonds are executed and delivered, or as otherwise determined by an Authorized Officer pursuant to Article V hereof;
- (3) the maximum authorized principal amount of the Series 2025 Bonds is set forth at Section 4.01 hereof, and the exact principal amount of the Series 2025 Bonds

shall be determined by an Authorized Officer at the closing of the Series 2025 Bonds pursuant to Article V hereof;

(4) the Bond Payment Dates, the Record Dates, and the dates and amounts of maturity of such Series 2025 Bonds, shall be determined by an Authorized Officer at the closing of such Series 2025 Bonds pursuant to Article V hereof, provided, however, no such Series 2025 Bonds shall mature later than 30 years from the Date of Issue of the initial Series of Series 2025 Bonds;

(5) Series 2025 Bonds are necessary to provide funds to be used and expended for purposes set forth in Section 4.01(A) of the Bond Ordinance, as such purposes are particularly described at Section 4.02 hereof;

(6) the title and designation of the Series 2025 Bonds shall be as set forth at Section 4.01 hereof or as otherwise determined by an Authorized Officer pursuant to Article V hereof;

(7) Series 2025 Bonds shall be sold in accordance with Article VIII hereof in the manner determined by an Authorized Officer as authorized by Article V hereof;

(8) Series 2025 Bonds shall bear interest at rates as determined by an Authorized Officer through the sale procedures of Article VIII hereof, and the City, acting through an Authorized Officer, may enter into an interest rate swap or similar transaction with respect to the Series 2025 Bonds if such arrangement is determined and certified by the Financial Advisor (as defined herein) to be financially advantageous to the City;

(9) Series 2025 Bonds may be issued as either Serial Bonds or Term Bonds (with appropriate mandatory redemption provisions), but not as Capital Appreciation Bonds, as determined by an Authorized Officer pursuant to Article V hereof;

(10) the Redemption Prices and dates applicable to any Series of Series 2025 Bonds shall be as determined by an Authorized Officer at the closing of such Series 2025 Bonds pursuant to Article V hereof;

(11) The Bank of New York Mellon Trust Company, N.A. (the “**Trustee**”) shall serve as Trustee, Paying Agent, and Registrar for the Series 2025 Bonds;

(12) Series 2025 Bonds shall be in the form as provided at Section 4.09 hereof and Exhibit A hereto, with such revisions as may be approved by an Authorized Officer pursuant to Article V hereof upon the advice of Bond Counsel, the execution thereof being conclusive evidence of such approval;

(13) The initial maturity of each Series of Series 2025 Bonds shall be numbered R-1 thereafter shall be sequentially numbered “R-” thereafter and shall be issued in denominations of \$5,000 or any integral multiple thereof; provided, however, that Series 2025 Bonds sold to a Direct Placement Purchaser shall be issued as single, typewritten bonds in the denomination of the principal amount of such Series of Series 2025 Bonds;

(14) Series 2025 Bonds may be issued in book-entry form as permitted by Section 4.20 of the Bond Ordinance determined by an Authorized Officer at the closing of such Series 2025 Bonds pursuant to Article V hereof;

(15) The Reserve Requirement has been met, as may be applicable to the Parity Bonds; no 2025 Debt Service Reserve Fund is contemplated to be established in connection with the Series 2025 Bonds, and thus no Series Reserve Requirement is anticipated to be established, however if the Authorized Officer determines that a Series Debt Service Reserve Fund shall assist the City in obtaining more advantageous terms, he may establish both a Series Debt Service Reserve Fund and establish a Series Reserve Requirement;

(16) the proceeds of Series 2025 Bonds shall be applied as set forth at Article VII hereof; and

(17) the 2025 Debt Service Fund is established pursuant to Section 4.06 hereof; the 2025 Project Fund and 2025 COI Account are established pursuant to Section 7.02 hereof.

[End of Article I]

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

(A) Except as provided in subsection (B) below, all capitalized terms which are defined in Section 2.02 of the Bond Ordinance shall have the meanings given the same in this 2025 Series Ordinance.

(B) As used in this 2025 Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2025 COI Account” shall mean that account created within the 2025 Project Fund pursuant to Section 7.02 hereof.

“2025 Debt Service Fund” shall mean the fund of that name established by this 2025 Series Ordinance pursuant to Section 7.03 of the Bond Ordinance.

“2025 Debt Service Reserve Fund” shall mean the fund of that name authorized to be established by this 2025 Series Ordinance pursuant to Section 7.04 of the Bond Ordinance.

“2025 Project” shall mean the project defined at Section 1.01(D) hereof.

“2025 Project Fund” shall mean the fund created at Section 7.02 hereof.

“2025 Reserve Requirement” if any, shall mean an amount determined by the Authorized Officer in compliance with the provisions and requirements of the Code.

“2025 Series Ordinance” shall mean this ordinance of the City Council.

“Authorized Officer” shall have the meaning ascribed thereto in the Bond Ordinance, but for purposes of making the determinations provided for under Article V of this 2025 Series Ordinance, the City Manager shall constitute the sole Authorized Officer.

“Book-Entry System” shall mean, with respect to the Series 2025 Bonds, if applicable, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Series 2025 Bonds may be transferred only through a book-entry, and (ii) physical Series 2025 Bonds in fully registered form are registered only in the name of a Securities Depository or its Securities Depository Nominee. The book-entry maintained by the Securities Depository is the record that identifies the owners of participatory interests in the Series 2025 Bonds, when subject to the Book-Entry System.

“Date of Issue” shall mean, with respect to a Series of Series 2025 Bonds, the date determined under Article V in accordance with Section 4.03 hereof.

“DTC” means The Depository Trust Company.

“Governmental Unit” means a state or local governmental unit within the meaning of Section 141(b) of the Code.

“Nongovernmental Person” means any Person other than a Governmental Unit.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Securities Depository” shall mean DTC, or another recognized securities depository selected by the City Council, which securities depository maintains a Book-Entry System in respect of the Series 2025 Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Series 2025 Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System. Cede & Co. shall serve as the initial Securities Depository Nominee hereunder.

“Serial Bonds” shall mean any Series of the 2025 Bonds which are stated to mature in installments and for which there are no mandatory sinking fund provisions.

“Series 2025 Bonds” shall mean the one or more Series of Bonds authorized and designated by Section 4.01 of this 2025 Series Ordinance.

“Taxable Bonds” has the meaning given such term in Section 9.01(F) hereof.

“Term Bonds” shall mean any of the Series 2025 Bonds which are stated to mature in a single year and which are subject to mandatory sinking fund redemption prior to the stated maturity date.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., its successors and assigns.

Section 2.02 Authority for this 2025 Series Ordinance.

This 2025 Series Ordinance is enacted pursuant to the provisions of the Bond Ordinance.

[End of Article II]

ARTICLE III

USEFUL LIFE

Section 3.01 Determination of the Useful Life of the System.

The period of usefulness of the System is hereby determined to be not less than 40 years from the date of enactment of this 2025 Series Ordinance.

[End of Article III]

ARTICLE IV

AUTHORIZATION AND TERMS OF THE SERIES 2025 BONDS

Section 4.01 Principal Amount; Designation of Series 2025 Bonds.

(A) Pursuant to the provisions of the Bond Ordinance, one or more Series of Bonds of the City entitled to the benefits, protection, and security of the provisions of the Bond Ordinance is hereby authorized in the aggregate principal amount of not exceeding Twelve Million Dollars (\$12,000,000); such Series of Bonds so authorized shall be designated as the “City of Walterboro, South Carolina, Waterworks and Sewer System Improvement and Refunding Revenue Bond[s], Series 2025” (the “***Series 2025 Bonds***”) and shall bear a numeric or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series, and shall designate the year in which the Series is issued. The Series 2025 Bonds may be sold as a single Series or from time to time as multiple Series bearing any such designation as appropriate. References herein to the Series 2025 Bonds shall include all Series of Bonds authorized by this 2025 Series Ordinance. As authorized by Section 9.01(F) hereof, any Series of the Series 2025 Bonds may be issued as Taxable Bonds, and in such event, it shall bear an appropriate designation so as to distinguish its tax status.

(B) Should the Series 2025 Bond not be issued in calendar year 2025, the designation for the Series 2025 Bond and all other references to “2025” recited herein shall be changed to appropriately reflect the year of such actual issuance. References herein to the Series 2025 Bond shall include all Series of Bonds.

Section 4.02 Purposes of the Series 2025 Bonds.

The Series 2025 Bonds are authorized for the principal purposes of:

- (1) Recouping or defraying a portion of the costs of the 2025 Project;
- (2) Refunding the outstanding Series 2023 Bond in full;¹
- (3) Funding the 2025 Debt Service Reserve Fund, if any, in an amount equal to the 2025 Reserve Requirement in a manner permitted by the Bond Ordinance; and
- (4) Paying certain costs and expenses relating to the issuance of the Series 2025 Bonds, including payment of any premium due on any Municipal Bond Insurance Policy or other credit enhancement.

¹ The registered holder of the Series 2023 Bond has the right to exercise a tender option related to the Series 2023 Bond. To date, notice of such tender option has not been received by the City. To the extent that the optional redemption of the Series 2023 Bond is not excised by the City prior to receipt of notice of the tender option by the registered holder of the Series 2023 Bond, the authority to refund the Series 2023 Bond under this 2025 Series Ordinance is inclusive of all actions necessary to effect the repurchase of the Series 2023 Bond in the event of a timely exercise of the tender option by the holder thereof.

Section 4.03 Date of Issue; Interest Rates; Maturity; Redemption.

(A) The Date of Issue of each Series of Series 2025 Bonds shall be the date of delivery thereof, subject to an alternative designation by the Authorized Officer. Series 2025 Bonds shall mature in such principal amounts and shall bear interest at such rates, not to exceed 5.50%, as may be determined by an Authorized Officer pursuant to Article V hereof provided that the final maturity of the Series 2025 Bonds shall not extend beyond 30 years from the Date of Issue of the initial Series of Series 2025 Bonds issued hereunder. Series 2025 Bonds shall mature as Serial Bonds or Term Bonds, with such mandatory sinking fund installments as are set forth in a schedule approved by the Authorized Officer prior to or simultaneously with the issuance of such Series 2025 Bonds.

(B) Interest on any Series of Series 2025 Bonds shall be payable on such Bond Payment Dates as are determined by the Authorized Officer pursuant to Article V hereof. Such interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Consistent with the terms of the Bond Ordinance, the Record Dates for the payment of interest on Series 2025 Bonds shall be the 15th day of the month prior to each Bond Payment Date.

(C) Series 2025 Bonds may be subject to redemption prior to maturity, upon such terms and conditions, and at such Redemption Prices, as may be established by an Authorized Officer pursuant to Article V hereof prior to or simultaneously with the issuance of the applicable Series of Series 2025 Bonds.

Section 4.04 Authentication; Payment of Series 2025 Bonds.

(A) The Series 2025 Bonds shall be authenticated by the Registrar on or before such date as they shall, in each case, be delivered. Each of the Series 2025 Bonds shall bear interest from its respective Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of authentication of such Series 2025 Bonds.

(B) The interest on the Series 2025 Bonds shall be paid by check or draft mailed from the office of the Trustee to the person in whose name each of the Series 2025 Bonds is registered at the close of business on the Record Date; provided, however, that any Holder of such Series 2025 Bonds in the aggregate principal amount of \$1,000,000 or more may request (in writing at least 20 days prior to the respective Bond Payment Date, delivered to the paying agent), that interest payments be made by wire transfer to such Holder at an account maintained by a financial institution located in the continental United States specified in such request.

(C) Presentment of the Series 2025 Bonds for payment shall not be required, except for the final payment of the principal and interest thereon (whether at maturity or by redemption, tender or otherwise) or upon such other condition or indicia of satisfaction as may be mutually agreed-upon by the City and the Holder of such Series 2025 Bonds.

(D) Whenever the terms of the Series 2025 Bond, including any Bond Payment Date therefor, require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the action shall be taken on the first Business Day occurring thereafter.

Section 4.05 Denomination of the Series 2025 Bonds.

(A) Series 2025 Bonds shall be issued either (i) in denominations of \$5,000 or any integral multiple thereof, or (ii) as single, typewritten bond or bonds in the aggregate principal amount of such Series of Series 2025 Bonds. Each Series 2025 Bond shall be numbered by the Trustee in such a fashion as to reflect the fact that it is one of the Series 2025 Bonds, and to identify the owner thereof on the books kept by the Registrar. The initial maturity of each Series of Series 2025 Bonds shall be numbered R-1, and thereafter sequentially “R-” numbered for identification.

(B) As necessary for the marketability and sale of the Series 2025 Bonds, the Authorized Officer may determined to authorize any Serial Bonds to be issued with split serial maturities.

Section 4.06 Establishment of 2025 Debt Service Fund.

In accordance with Section 7.03 of the Bond Ordinance, the 2025 Debt Service Fund is hereby directed to be established by the Trustee on or before the Date of Issue of the Series 2025 Bonds for the benefit of the Holders of the Series 2025 Bonds. In the event that more than one Series of Bonds is issued pursuant to the terms of this 2025 Series Ordinance, a separate Debt Service Fund shall be established for each such Series.

Section 4.07 2025 Debt Service Reserve Fund.

In accordance with Section 7.04 of the Bond Ordinance and the terms of this 2025 Series Ordinance, if the Authorized Officer determines that the 2025 Debt Service Reserve Fund is necessary and desirable, he shall direct the Trustee in writing to establish such 2025 Debt Service Reserve Fund. If established, the 2025 Debt Service Reserve Fund shall be maintained by the Trustee in accordance with the provisions of the Bond Ordinance in an amount equal to the 2025 Reserve Requirement, as may be determined in accordance with Article V hereof. The 2025 Debt Service Reserve Fund, if established, may be funded by cash or another method permitted by Section 7.04(D) of the Bond Ordinance, such method of funding to be determined by an Authorized Officer.

Section 4.08 Appointment of Trustee, Paying Agent, and Registrar.

The Trustee is hereby appointed as Trustee, Paying Agent, and Registrar under the Bond Ordinance and this 2025 Series Ordinance. The Trustee shall signify its acceptance of the duties of Trustee, Paying Agent and Registrar upon delivery of the Series 2025 Bonds. The City shall pay to the Trustee from time-to-time reasonable compensation based on the then-standard fee schedule of such parties for all services rendered under the Bond Ordinance and this 2025 Series Ordinance, and also all reasonable expenses, charges, counsel fees, costs and expenses, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Bond Ordinance and this 2025 Series Ordinance. As necessary to confirm the duties, roles and responsibilities of the Trustee for the Series 2025 Bonds, the Authorized Officer shall be authorized to execute and deliver all documentation reasonably requested by the Trustee.

The Series 2025 Bonds shall be presented for registration of transfers and exchanges, and notices and demands to or upon the Trustee and the City in respect of the Series 2025 Bonds may be served, at the corporate trust office of the Trustee.

The Trustee (or any affiliate thereof which holds the funds and accounts hereunder as depository on behalf of the Trustee) shall be a member of the Federal Deposit Insurance Corporation (the “**FDIC**”) and shall remain such a member throughout the period during which it shall act as Trustee, Paying Agent, and Registrar. The Trustee, in its capacity as Trustee, Paying Agent, and Registrar, shall accept its appointment by a written instrument embodying its agreement to remain, or maintain an affiliate that serves as depository that is, a member of the FDIC. Unless the same be secured as trust funds in the manner provided by the applicable regulations of the Comptroller of the Currency of the United States of America, and unless otherwise provided for in the Bond Ordinance and in this 2025 Series Ordinance, all un-invested moneys in the custody of the Trustee in excess of the amount of such deposit insured by the FDIC, shall be secured by Government Obligations at least equal to the sum on deposit and not insured by the FDIC.

Section 4.09 Form of Series 2025 Bond.

The Series 2025 Bonds, together with the certificate of authentication, certificate of assignment and/or statement of insurance, if any, are to be in substantially the form attached hereto as Exhibit A with such necessary and appropriate variations, omissions and insertions as permitted or required upon advice of Bond Counsel and as determined by an Authorized Officer, or as otherwise authorized by the Bond Ordinance or this 2025 Series Ordinance. All revisions to the form of the bond necessary or appropriate in the context of a public market sale with the Series 2025 Bonds being held pursuant to a Book-Entry System are explicitly contemplated and approved. The execution of the Series 2025 Bonds shall constitute conclusive evidence of the approval of any changes to the form of any Series 2025 Bond.

Section 4.10 Book-Entry System.

Pursuant to Section 4.20 of the Bond Ordinance, if any Series of Series 2025 Bonds are sold as a public offering, such Series 2025 Bonds may be held under a Book-Entry System of a securities depository as determined pursuant to Article V hereof.

(A) Notwithstanding anything to the contrary herein, so long as the Series 2025 Bonds are being held under a Book-Entry System of a Securities Depository, transfers of beneficial ownership of the Series 2025 Bonds will be effected pursuant to rules and procedures established by such Securities Depository.

(B) As long as a Book-Entry System is in effect for the Series 2025 Bonds, the Securities Depository Nominee will be recognized as the Holder of the Series 2025 Bonds for the purposes of: (i) paying the Principal Installments, interest, and Redemption Price, if any, on such Series 2025 Bonds, (ii) selecting the portions of such Series 2025 Bonds to be redeemed, if Series 2025 Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Bondholders under this 2025 Series Ordinance, (iv) registering the transfer of Series 2025 Bonds, and (v) requesting any consent or other action to be taken by the Holders of such Series 2025 Bonds, and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

(C) The City shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2025 Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Series 2025 Bonds.

(D) The Paying Agent shall pay all Principal Installments, interest and Redemption Price, if any, on Series 2025 Bonds issued under a Book-Entry System, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Series 2025 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of, interest on, and Redemption Price, if any, of such Series 2025 Bonds.

(E) In the event that the City determines that it is in the best interest of the City to discontinue the Book-Entry System of transfer for the Series 2025 Bonds, or that the interests of the beneficial owners of the Series 2025 Bonds may be adversely affected if the Book-Entry System is continued, then the City shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register and deliver physical certificates for the Series 2025 Bonds in exchange for the Series 2025 Bonds registered in the name of the Securities Depository Nominee. Prior to any transfer of the Series 2025 Bonds outside of the Book-Entry System (including, but not limited to, the initial transfer outside the Book-Entry System) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(F) In the event that the Securities Depository for the Series 2025 Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subsection (E) above.

(G) In connection with any notice or other communication to be provided to the Holders of Series 2025 Bonds by the City or by the Registrar with respect to any consent or other action to be taken by the Holders of Series 2025 Bonds, the City or the Registrar, as the case may be, shall establish a Record Date for such consent or other action and give the Securities Depository Nominee notice of such Record Date not less than 15 days in advance of such Record Date to the extent possible.

(H) At the closing of any Series 2025 Bonds and the delivery of the same to the purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

[End of Article IV]

ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations.

The City Council hereby expressly delegates to an Authorized Officer the authority, with respect to the Series 2025 Bonds, to determine, in connection with any Series of Series 2025 Bonds issued hereunder:

(A) whether to issue the Series 2025 Bonds as a single Series or from time to time in several Series;

(B) the manner of sale of such Series 2025 Bonds in accordance with Article VIII hereof;

(C) whether to create and distribute preliminary and final Official Statements in connection with the issuance of such Series 2025 Bonds;

(D) the award, or selection of underwriter, of such Series 2025 Bonds in accordance with Article VIII hereof;

(E) the final form of such Series 2025 Bonds, whether to modify the Series designation in accordance with Section 4.01 hereof, and the exact amount of such Series 2025 Bonds, not to exceed \$12,000,000 in the aggregate principal amount together with any other Series of Series 2025 Bonds;

(F) whether and the extent to which such Series of Series 2025 Bonds shall be issued as Serial Bonds or Term Bonds;

(G) the Date of Issue (if other than the date of delivery), Bond Payment Dates, rate or rates of interest obtained using the sale procedures of Article VIII hereof, maturity schedule, and the final maturity of each Series of Series 2025 Bonds, not to exceed 30 years from the Date of Issue of the initial Series of Series 2025 Bonds issued hereunder;

(H) whether such Series 2025 Bonds shall be subject to optional or mandatory redemption prior to maturity, and if so, the Redemption Prices applicable thereto;

(I) whether such Series 2025 Bonds shall be issued in book-entry form and held under a Book-Entry System as permitted by Section 4.20 of the Bond Ordinance and as further described in Section 4.10 hereof;

(J) whether to use bond insurance, and if so, to make appropriate arrangements to procure any Municipal Bond Insurance Policy;

(K) whether to establish a 2025 Reserve Requirement for such Series 2025 Bonds and to establish a 2025 Debt Service Reserve Fund in accordance with Section 4.07 hereof;

(L) whether such Series 2025 Bonds will be designated as “qualified tax-exempt obligations” pursuant to the Code;

(M) whether such Series 2025 Bond (or any Series thereof) shall be issued as a Taxable Bond;

(N) the form of any agreement relating to, and manner of provision of, any continuing financial and operating disclosures as described at Section 9.02 hereof; and

(O) such other matters regarding the Series 2025 Bonds as are necessary or appropriate to effect the issuance and sale thereof.

[End of Article V]

ARTICLE VI

EXECUTION; NO RECOURSE

Section 6.01 Execution of the Series 2025 Bonds.

The Series 2025 Bonds shall be executed and attested by the Mayor and the Clerk, respectively, in accordance with the applicable provisions of the Bond Ordinance; however, in the absence or unavailability of the Mayor or the Clerk for any reason, an Authorized Officer shall be authorized to either execute the Series 2025 Bonds or attest to the execution of the Series 2025 Bonds on behalf of the absent party; however, in no event shall the same Authorized Officer be permitted to both execute and attest to the Series 2025 Bonds. If acting on behalf of an absent person, such Authorized Officer shall be authorized to execute, sign, certify or attest any documentation otherwise required of the Mayor or Clerk respecting the issuance and delivery of the Series 2025 Bonds.

Facsimiles or electronic signatures by the Mayor, the Clerk or any Authorized Officer are expressly authorized and permitted with respect to the Series 2025 Bonds and all closing documents and certificates associated therewith.

Section 6.02 No Recourse on the Series 2025 Bonds.

All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this 2025 Series Ordinance shall be deemed to be the covenants, stipulation, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Series 2025 Bonds or for any claim based thereon or on the Bond Ordinance or on this 2025 Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Series 2025 Bonds.

[End of Article VI]

ARTICLE VII

APPLICATION OF BOND PROCEEDS

Section 7.01 Use and Disposition of Bond Proceeds.

Upon the delivery of any Series 2025 Bonds and receipt of the proceeds thereof, net of any underwriter's discount or premium or any other fees of the lender, such funds shall be applied as follows:

- (1) sufficient funds to provide for the redemption in full of the Series 2023 Bond shall be deposited with the holder thereof or otherwise transferred to the Trustee with direction for final distribution to the holder thereof;
- (2) if an Authorized Officer determines to fund the 2025 Debt Service Reserve Fund, the sum or instrument equal to the 2025 Reserve Requirement, whether in cash or through a funding instrument permitted under Section 7.04(D) of the Bond Ordinance, shall be deposited into, or applied to, the 2025 Debt Service Reserve Fund; and
- (3) all remaining funds shall be deposited with the Trustee in the 2025 Project Fund and used to defray the costs of the 2025 Project and the costs of issuance of the Series 2025 Bonds. Amounts representing the costs of issuance of the Series 2025 Bonds shall be kept in the 2025 COI Account within the 2025 Project Fund.

Section 7.02 Establishment of 2025 Project Fund and 2025 COI Account.

(A) There is hereby established, in accordance with Sections 4.01(B)(17) of the Bond Ordinance, the "2025 Project Fund," and the "2025 COI Account" within the 2025 Project Fund. There shall be paid into the 2025 Project Fund the sums prescribed by Section 7.01 hereof. The 2025 Project Fund shall be held and controlled by the Trustee, unless otherwise determined by the Authorized Officer at the closing of the Series 2025 Bond.

(B) Should the Trustee hold the 2025 Project Fund, requisitions for the payment of costs of issuance from the 2025 COI Account or funds to pay or reimburse costs of the 2025 Project from the 2025 Project Fund shall be made upon written request by an Authorized Officer to the Trustee. The Trustee shall be fully protected in releasing moneys from the 2025 COI Account and 2025 Project Fund based upon such written orders of the City.

(C) Should the City hold the 2025 Project Fund, disbursements therefrom shall be made by or at the direction of an Authorized Officer.

(D) Subject to Section 15.13 of the Bond Ordinance, moneys in the 2025 Project Fund shall be invested and reinvested at the written direction of the City in Authorized Investments. Upon written notification from the City by any Authorized Officer that the payment of all costs of issuance for the Series 2025 Bonds have been paid, the remaining sums therein shall be transferred by the Trustee and applied to the 2025 Debt Service Fund. If there are any funds remaining in the

2025 Project Fund upon completion of the 2025 Project, such funds shall be transferred to the 2025 Debt Service Fund and used to pay principal of and interest on the Series 2025 Bonds as the same come due.

[End of Article VII]

ARTICLE VIII

SALE OF BONDS

Section 8.01 Sale of Bonds.

The Series 2025 Bonds may be sold on a competitive basis as set forth at Section 8.02 hereof, or on a negotiated basis as set forth at Section 8.03 hereof, as determined by an Authorized Officer.

Section 8.02 Competitive Sale.

The Series 2025 Bonds may be sold at a date and time certain after public notice thereof. Bids may be received at such time and date and in such manner as determined by an Authorized Officer. Unless all bids are rejected, the award of the Series 2025 Bonds may be made by an Authorized Officer to the bidder offering the most advantageous terms to the City, with the basis of such award and the date and time certain for opening bids to be set forth in a request for proposals used in connection with the sale of the Series 2025 Bonds (the “**RFP**”).

Any Series of Series 2025 Bonds sold on a competitive sale basis may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (A) *Competitive Direct Placement.* Any Series 2025 Bonds may be sold to an institution or institutions as a single instrument as a means of making a commercial loan (a “**Direct Placement Purchaser**”). The City Council authorizes an Authorized Officer to distribute the RFP to prospective purchasers of Series 2025 Bonds and award such Series 2025 Bonds to a Direct Placement Purchaser on the basis of the terms and conditions contained therein. To the extent the RFP has been distributed, or the award to any Direct Placement Purchaser has been made, prior to the enactment of this 2025 Series Ordinance, all such actions are ratified, approved and confirmed. Such Series 2025 Bonds shall be issued as a single Bond (or separate single Bonds if the Series 2025 Bonds are sold in multiple Series), without CUSIP identification (unless otherwise agreed by the Direct Placement Purchaser and an Authorized Officer on behalf of the City), shall not be issued in book-entry-only form, and no official statement shall be prepared in connection with the sale of such Series 2025 Bonds. The Direct Placement Purchaser of any such Series 2025 Bonds shall execute an investor letter to the City acknowledging its purchase of such Bonds as a means of making a commercial loan.
- (B) *Competitive Public Offering.* Any Series 2025 Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Series 2025 Bonds. In such case, the City Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a preliminary official statement and distribute the preliminary official statement and the RFP (or official notice of sale) to prospective purchasers of Series 2025 Bonds. The City Council authorizes an Authorized Officer to designate the preliminary official statement as “final” for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the

Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”). The Authorized Officer is further authorized to see to the completion of the final form of the official statement upon the sale of such Series 2025 Bonds so that it may be provided to the underwriter of such Series 2025 Bonds. The execution and delivery of the final official statement by an Authorized Officer shall constitute conclusive evidence of the City’s approval thereof. In connection with any Competitive Public Offering, an Authorized Officer is authorized to perform all actions necessary to comply with Rule 15c2-12 and any other applicable securities laws.

Section 8.03 Negotiated Sale.

Any Series 2025 Bonds sold on a negotiated basis may be sold pursuant to negotiation pursuant to either of the following methods as determined by an Authorized Officer.

- (A) *Negotiated Direct Placement.* Any Series 2025 Bonds may be sold to a Direct Placement Purchaser as a means of making a commercial loan pursuant to negotiation, with or without providing for distribution of an RFP. In such case, the City Council authorizes an Authorized Officer to obtain financing proposals from one or more prospective purchasers of Series 2025 Bonds and award the Series 2025 Bonds after negotiation with prospective purchaser. Such Series 2025 Bonds shall be issued as a single Series (or separate single Bonds if the Series 2025 Bonds are sold in multiple Series), without CUSIP identification (unless otherwise agreed by the Direct Placement Purchaser and an Authorized Officer on behalf of the City). The Direct Placement Purchaser of such Series 2025 Bonds shall execute an investor letter to the City acknowledging its purchase of the Series 2025 Bonds as a means of making a commercial loan.
- (B) *Negotiated Public Offering.* Any Series 2025 Bonds may be sold to an underwriter pursuant to the terms of a bond purchase agreement for resale in the public capital markets. The underwriter shall be selected by the Authorized Officer upon the advice of the Financial Advisor (as defined herein) and the bond purchase agreement shall be executed by an Authorized Officer upon advice of Bond Counsel and the Financial Advisor. The execution of the bond purchase agreement by such Authorized Officer shall constitute conclusive evidence of his or her approval thereof. In such case, the City Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a preliminary official statement and authorize the distribution of the preliminary official statement by the underwriter. The City Council authorizes an Authorized Officer to designate the preliminary official statement as “final” for purposes of Rule 15c2-12. Such Authorized Officer is further authorized to see to the completion of the final form of the official statement upon the sale of such Series 2025 Bonds so that it may be provided to the underwriter. The execution and delivery of the final official statement by an Authorized Officer shall constitute conclusive evidence of the City’s approval thereof. In connection with any Negotiated Public Offering, an Authorized Officer is authorized to perform all actions necessary to comply with Rule 15c2-12 and any other applicable securities laws.

[End of Article VIII]

ARTICLE IX

TAX AND DISCLOSURE COVENANTS

Section 9.01 Tax Covenants.

(A) *General Tax Covenant.* The City will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2025 Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Governmental Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the City covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with this Section 9.01, including its certification on reasonable grounds that the Series 2025 Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code.

(B) *Tax Representations.* The City hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2025 Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes pursuant to the provisions of the Code and the United States Treasury Regulations (the “**Regulations**”). Without limiting the generality of the foregoing, the City represents and covenants that:

(1) All property financed or refinanced with the proceeds of the Series 2025 Bonds will be owned by the City or another political subdivision of the State so long as the Series 2025 Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.

(2) The City shall not use, and will not permit any party to use, the proceeds of the Series 2025 Bonds, or any bonds refunded thereby, in any manner that would result in (i) 10% or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) 5% or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either “unrelated” or “disproportionate” to the governmental use of the financed facility by the City or by any other Governmental Unit (as the terms “unrelated” and “disproportionate” are defined for purposes of Section 141(b)(3) of the Code) or (iii) 5% or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.

(3) The City is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Series 2025 Bonds or by notes paid by the Series 2025 Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Regulations.

(4) The City will not sell, or permit any other party to sell, any property financed or refinanced with the Series 2025 Bonds to any person unless it obtains an

(G) *Reimbursement Declaration.* The City hereby declares its intention to reimburse itself for a portion of the costs of the 2025 Project with the proceeds of the Series 2025 Bonds. In this regard and considering that the 2025 Project represents the final portion of the project initiated with the proceeds of the Series 2023 Bond, the City confirms and ratifies the prior reimbursement determination that the City made with respect to the Series 2023 Bond as recited in that certain 2023 Series Ordinance dated December 5, 2023.

Section 9.02 Disclosure Covenants.

(A) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Series 2025 Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the City file with a central repository, when requested:

- (1) a copy of its annual independent audit within 30 days of its receipt and acceptance, and
- (2) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base.

The only remedy for failure by the City to comply with the covenants in this Section 9.02 shall be an action for specific performance of this covenant. The City specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Bondholder.

(B) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate, executed by an Authorized Officer and dated the date of delivery of the Series 2025 Bonds, meeting the requirements, as applicable, of Rule 15c2-12 (the “***Continuing Disclosure Undertaking***”). Notwithstanding any other provision of this 2025 Series Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. The execution of the Continuing Disclosure Undertaking shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto. Additionally, an Authorized Officer is authorized to contract with a dissemination agent for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Undertaking. In the event the Series 2025 Bonds are sold to a Direct Placement Purchaser, no Continuing Disclosure Undertaking shall be required.

(C) As requested by a Direct Placement Purchaser of the Series 2025 Bonds, the City may furnish, or agree or arrange to provide, financial information related to or affecting the System as the Direct Placement Purchaser may reasonably request or require, and as may be agreed upon between such Direct Placement Purchaser and the City. Upon reasonable notice, the City shall permit the any Holder of the Series 2025 Bonds, or its agents and representatives, to inspect during regular business hours the City’s books and records relating to or affecting the System and to make

extractions therefrom. Any such covenant or agreement shall be enforceable solely by an action for specific performance and shall not constitute a default hereunder or under any Series 2025 Bond.

[End of Article IX]

ARTICLE X

MISCELLANEOUS

Section 10.01 Severability.

If any one or more of the covenants or agreements provided in this 2025 Series Ordinance on the part of the City or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this 2025 Series Ordinance.

Section 10.02 Further Action.

The City Council authorizes the Authorized Officers to execute and sign all other documents, certificates, and agreements necessary or convenient to effect the purchase and sale of the Series 2025 Bonds.

Section 10.03 Professional Services.

The City Council hereby authorizes, approves or ratifies, as applicable, the engagement of PFM Financial Advisors, LLC to act as Financial Advisor (the “*Financial Advisor*”) and Pope Flynn, LLC to act as Bond Counsel and disclosure counsel (if applicable) in connection with the issuance of the Series 2025 Bonds and authorizes (or ratifies, as applicable) an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with other professionals, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Series 2025 Bonds, as is necessary and desirable.

Section 10.04 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the headings of the several articles and sections of this 2025 Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this 2025 Series Ordinance.

Section 10.05 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of Series 2025 Bonds by those who shall purchase and hold the same from time to time, the provisions of this 2025 Series Ordinance shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Series 2025 Bonds, and such provisions are covenants and agreements with such Holder which the City hereby determines to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants and agreements herein set forth to be performed on behalf of the City shall be for the benefit, protection and security of the Holder of the Series 2025 Bonds.

Section 10.06 Ratification of Prior Action.

All prior actions of Authorized Officers in furtherance of the purposes of this 2025 Series Ordinance (including, but not limited to, any negotiated sale of Series 2025 Bonds, the submission of the RFP and any the award of the Series 2025 Bonds to a Direct Placement Purchaser under Article VIII hereof) are hereby approved, ratified and confirmed.

Section 10.07 Review by City Attorney; Public Hearing.

(A) This 2025 Series Ordinance has been reviewed by the City Attorney as to legality and form.

(B) By the terms of the City's code of ordinances, a public hearing shall be held prior to the enactment of this 2025 Series Ordinance, which authorizes the issuance of the Series 2025 Bonds. Notice of the public hearing(s) shall be in substantially the form set forth in Exhibit B attached hereto, and shall be published in a newspaper of general circulation in the City at least 15 days prior to such public hearing or as may otherwise permitted by Section 15-29-40 of the South Carolina Code.

[End of Article X]

DONE AND ORDAINED IN MEETING DULY ASSEMBLED, this 2nd day of
December 2025.

**CITY OF WALTERBORO,
SOUTH CAROLINA**

(SEAL)

By: _____
Mayor

Attest:

City Clerk

1 st Reading:	November 11, 2025
Public Hearing:	December 2, 2025
2 nd Reading:	December 2, 2025

EXHIBIT A
FORM OF BOND

[ADD APPLICABLE DISTRIBUTION DISCLAIMER]

CITY OF WALTERBORO
STATE OF SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM
IMPROVEMENT AND REFUNDING REVENUE BOND
SERIES 2025

No. R-1

Interest Rate Final Maturity Date Original Issue Date

Registered Owner:

Principal Amount: _____ (\$ _____)

THE CITY OF WALTERBORO, SOUTH CAROLINA (the “*City*”), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Owner named above, or registered assigns, as purchaser of this Waterworks and Sewer System Improvement and Refunding Revenue Bond, Series 2025 (this “*Series 2025 Bond*”), the Principal Amount set forth above, at the corporate trust offices of The Bank of New York Mellon Trust Company, N.A. (the “*Trustee*”) in the manner provided below.

This Series 2025 Bond shall be dated and bear interest from _____, the date of delivery hereof, and at the Interest Rate set forth above (computed on the basis of a 360-day year consisting of twelve 30-day months). Interest on this Series 2025 Bond is initially payable on _____, and thereafter on each _____ 1 and _____ 1 of each year (each a “*Bond Payment Date*”) until _____, the final maturity date hereof (“*Final Maturity*”) in accordance with the schedule set forth at Appendix A attached hereto and which is incorporated herein by reference. The payments of principal, interest, or both, payable on a Bond Payment Date shall be payable to the person in whose name this Series 2025 Bond is registered at the close of business on the 15th day of the month in the month immediately preceding such Bond Payment Date (each a “*Record Date*”). [The City and the Purchaser have mutually agreed to waive all requirements for presentation and surrender of this Series 2025 Bond in connection with the payment thereof except upon final payment (whether at maturity or by redemption, tender or otherwise) (the “*Final Payment*”). Upon the Final Payment of this Series 2025 Bond and absent some other indicia of satisfaction acceptable to the City and the Purchaser, the Purchaser will present and surrender this Series 2025 Bond to the Trustee and execute and deliver a certificate to the City and the Trustee certifying that (i) such payment represents the final payment due on this Series 2025 Bond and (ii) the City owes no further obligation to the Purchaser respecting this Series 2025 Bond; provided however

that the Trustee assumes no liability to any person in the event that the Holder should fail to return this Series 2025 Bond and any such liability shall be borne by the Holder and no obligation will be imposed upon the Trustee to seek the return of this Series 2025 Bond from the Holder.] This Series 2025 Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee, as Registrar.

Both the principal of and interest on this Series 2025 Bond are payable by check or draft from the designated office of the Trustee to the person in whose name this Series 2025 Bond is registered on the Record Date at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Series 2025 Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Series 2025 Bond is issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the “*State*”) including particularly Chapter 21, Title 6, Code of Laws of South Carolina 1976, as amended (the “*South Carolina Code*”), and by an ordinance entitled, “AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO” enacted by the City Council on November 1, 2016 (the “*2016 Bond Ordinance*”), as amended by that first amendment to the 2016 Bond Ordinance entitled “AN ORDINANCE AMENDING THAT CERTAIN AMENDED AND RESTATED BOND ORDINANCE ENTITLED ‘AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO’ ENACTED ON NOVEMBER 1, 2016; AND OTHER MATTERS RELATING THERETO” enacted by the City Council on December 5, 2023 (the “*2023 Amendment*,” and together with the 2016 Bond Ordinance, the “*Bond Ordinance*”), and a series ordinance entitled, “A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS, TO BE DESIGNATED SERIES 2025, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING TWELVE MILLION DOLLARS (\$12,000,000), OF THE CITY OF WALTERBORO, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO” (the “*2025 Series Ordinance*”) duly enacted by the City Council on [December 2, 2025] (the Bond Ordinance and the 2025 Series Ordinance are hereinafter together referred to as the “*Ordinances*”). Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances. Certified copies of the Ordinances are on file in the office of the Trustee and in the offices of the Clerk of Court for Colleton County, South Carolina.

The Series 2025 Bonds are issued to obtain funds for the principal purposes of (i) recouping or defraying a portion of the costs of the 2025 Project; (ii) refunding the outstanding Series 2023 Bond; (iii) funding the 2025 Debt Service Reserve Fund, if any, in an amount equal to the 2025 Reserve Requirement in a manner permitted by the Bond Ordinance; and (iv) paying certain costs and expenses relating to the issuance of the Series 2025 Bonds, including payment of any premium due on any Municipal Bond Insurance Policy or other credit enhancement.

For the payment of the principal of and interest on this Series 2025 Bond issued pursuant to the Bond Ordinance, there are hereby irrevocably pledged the Gross Revenues. As permitted by the Enabling Act, the payment of the principal of and interest on this Series 2025 Bond shall be additionally secured by a statutory lien upon the System. Such pledge securing this Series 2025 Bond shall have priority over all other pledges except those made to secure any Bonds (as defined hereinbelow) as may be currently outstanding or issued from time to time in the future.

THIS SERIES 2025 BOND SHALL NOT IN ANY EVENT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY PROVISION, LIMITATION OR RESTRICTION OF THE CONSTITUTION OR STATUTES OF THE STATE, OTHER THAN THOSE PROVISIONS AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A REVENUE-PRODUCING PROJECT NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE; AND THE FAITH, CREDIT AND TAXING POWER OF THE CITY ARE EXPRESSLY NOT PLEDGED THEREFOR. THE CITY IS NOT OBLIGATED TO PAY THIS SERIES 2025 BOND, OR THE INTEREST HEREON, SAVE AND EXCEPT FROM THE GROSS REVENUES.

The Bond Ordinance authorizes the issuance of additional bonds on a parity with the Series 2025 Bonds and all outstanding Parity Bonds (as defined in the 2025 Series Ordinance) which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity herewith and therewith (“***Additional Bonds***” and together with this Series 2025 Bond and the Parity Bonds, collectively the “***Bonds***”).

The City has covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (1) to maintain the Debt Service Funds and thus provide for the punctual payment of the principal of and interest on the Bonds, (2) to maintain the Debt Service Reserve Funds, if any, in the manner prescribed in the applicable Series Ordinance, (3) to provide for the payment of Operation and Maintenance Expenses, (4) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, (5) to pay all amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy or letter of credit as contemplated under Section 7.04(D) of the Bond Ordinance, (6) to provide for the punctual payment of the principal of and interest on all Junior Lien Bonds that may from time to time hereafter be outstanding, and (7) to discharge all obligations imposed by the Enabling Act and by the Bond Ordinance and any applicable Series Ordinance.

The Bond Ordinance provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.

This Series 2025 Bonds and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

This Series 2025 Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose and maintained by the Registrar, by the holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Series 2025 Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or any other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Ordinances. Thereupon a new Series 2025 Bond of the then outstanding principal amount, then current maturity schedule and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Trustee and the Registrar may deem and treat the person in whose name this Series 2025 Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or Redemption Price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 2025 Bonds, the City or the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[INSERT REDEMPTION TERMS]

[If this Series 2025 Bond is called for redemption, the Trustee will give notice to the Holder of this Series 2025 Bond in the name of the City, of the redemption of such Series 2025 Bonds, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 4.13 of the Bond Ordinance.]

Whenever the terms of this Bond require any action be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the action shall be taken on the first Business Day occurring thereafter.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Series 2025 Bond, exist, have been performed and have happened, that the amount of this Series 2025 Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF WALTERBORO, SOUTH CAROLINA, has caused this Series 2025 Bond to be signed by the signature of the Mayor of the City, its corporate seal to be reproduced hereon and the same to be attested by the signature of the City Clerk.

CITY OF WALTERBORO, SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Series 2025 Bond is the Series 2025 Bond described in the within mentioned Ordinances.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Registrar

By: _____
Authorized Officer

Date: _____, 2025

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____
(Signature Guaranty)

Authorized Individual or Officer

NOTICE: Signature(s) to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or any change whatever.

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program enlargement.

Appendix A

Debt Service Schedule for the Bonds

EXHIBIT B
NOTICE OF PUBLIC HEARING

The City Council of the City of Walterboro (the “City Council”), the governing body of the City of Walterboro, South Carolina (the “City”), will hold a public hearing on Tuesday, December 2, 2025 at 6:15 p.m. (or as soon thereafter as time permits) (the “Hearing”). The City Council is considering the enactment of “A SERIES ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM IMPROVEMENT AND REFUNDING REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING TWELVE MILLION DOLLARS (\$12,000,000); AND OTHER MATTERS RELATING THERETO”, the provisions of which shall authorize the issuance of the City’s not exceeding \$12,000,000 Waterworks and Sewer System Improvement Revenue Bonds, Series 2025.

The Hearing will occur during the City Council’s regularly scheduled meeting. Further information about the Hearing will be provided in the City’s agenda, which shall be publicly available no less than 24-hours in advance of the meeting on December 2, 2025. The Hearing shall be conducted in accordance with the rules and procedures of City Council. The Hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel.

ORDINANCE # 2025-15

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PROVIDE CHANGES TO MULTI-FAMILY DEVELOPMENTS.

WHEREAS, at the November 6, 2025, Special Called Municipal Planning Commission Meeting, the Municipal Planning Commission held a public hearing and discussed text amendments to Appendix A, Section A.4, Sections 2.7.2.4, 2.7.4.1, 3.2.11, 8.3, and 11.6.3.

WHEREAS, the Municipal Planning Commission unanimously recommends that text amendments to Appendix A, Section A.4, Sections 2.7.2.4, 2.7.4.1, 3.2.11, 8.3, and 11.6.3 of the City of Walterboro Unified Development Ordinance be adopted: and

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED, that the following amendments to the Unified Development Ordinance be adopted:

In the amendments that follow, underlined text indicates new or revised text to be inserted and ~~stricken text~~ indicates text to be deleted.

Appendix A, Section A.4 – Definitions shall be amended (1) to add a new definition for “Multi-Family Development” and (2) to amend the definition of “Multi-Family Dwelling.”

Multi-Family Development or Multi-Family Residential Development. A form of residential occupancy where five (5) or more dwelling units are contained within a single building or within multiple buildings on a single parcel. Units may share internal walls, common access ways, and communal amenities, and are not detached or semi-detached structures.

Dwelling, multi-family. The development of three (3) or ~~more~~ four (4) attached dwelling units, used or designed and rented as dwellings for three (3) or ~~more~~ four (4) families (as applicable) living independently of each other, with the number of families in residence not exceeding the number of dwelling units provided. This includes ~~townhomes, apartments,~~ quadraplexes, triplexes, and more than one duplex (two-family dwelling).

Section 2.4.2 – Table Key

	RCD	SFR	MDR	HDR	NCD	CBD	GCD	HCD	IICD	ID	Conditions
<u>Multi-family development</u>				S/C	S/C		S/C	S/C			<u>3.2.11</u>
Multi-family dwelling				C	C	C	C	C			<u>3.2.9</u>

Section 2.7.2.4 - Uses shall be amended to include [Multi-Family Developments] among the uses that are not allowed within the I-95 Business Loop Corridor.

Section 2.7.2.4 – Uses

All uses allowed in the base zoning district shall be allowed in the C-O, except for the following:

- A. Manufacturing, Processing or Assembly
- B. Welding Shop
- C. Multi-Family Development

Section 2.7.4 I-95 Business Loop Corridor

2.7.4.1 Purpose

The City of Walterboro has identified a 6.35-mile transportation corridor along Highways 63 and 64 from I-95 Exit 53 to Exit 57, known as the “I-95 Business Loop Corridor” as a major gateway and economic growth corridor.

A new section entitled “Section 3.2.11 – Multi-Family Developments” shall be added to Chapter 3, establishing the conditions and development regulations applicable to Multi-Family Developments.

Section 3.2.11 – Multi-Family Development

In addition to all other requirements of this UDO, the following conditions and development standards shall apply to all Multi-Family Developments:

A. Dimensional and density requirements:

- 1. The maximum density shall not exceed eight (8) dwelling units per acre.
- 2. A minimum gross lot size of three (3) acres is required.
- 3. Buildings within a Multi-Family Development must be separated by a minimum of fifty (50) feet.
- 4. No single building shall contain more than twenty-four (24) dwelling units.
- 5. No building shall be longer than one hundred twenty (150) feet in horizontal length.
- 6. No building shall be higher three (3) stories and shall not exceed a height of 42’.

B. Open space and recreational area requirements:

1. A minimum of 25% of the gross site area (not including any portion of the site reserved or used for required buffers, drive aisles, or stormwater facilities) shall be designated as contiguous usable open space. ~~or recreational areas.~~
2. A dedicated recreational facility or amenity must be provided (e.g., playground, community garden, pavilion, or multi-use path).

C. Architectural and site design requirements.

1. Buildings must incorporate pitched roofs and decorative eaves, and exterior finish materials shall consist of brick, fiber cement siding, stone veneer, or similar materials, but in all cases vinyl siding shall not be permitted.
2. A minimum of 25% of each façade facing a public right-of-way shall consist of windows, balconies, or other architectural articulation.
3. A minimum of three (3) design variations must be used if three (3) or more buildings are proposed.
4. No dwelling units shall occupy the first floor or ground level of a multi-family development located in the CBD.

D. Parking requirements. Parking areas shall be screened from public view using a six-foot (6') landscaped buffer (which may be included within a buffer yard required under Section 7.3.1) or decorative fencing (where no buffer yard is otherwise required under Section 7.3.1).

E. Pedestrian circulation. A continuous, paved internal sidewalk network shall connect all units to open space, mailboxes, recreation areas, and public streets.

F. Lighting and noise.

1. All exterior lighting shall be full cut-off fixtures with 0.0 foot-candle spillover at the property line of the multi-family development.
2. Air conditioning compressors and mechanical units must be shielded acoustically if located within 50 feet of a property line separating the multi-family development from any property used for residential purposes.

G. Traffic impact study.

1. A traffic impact analysis ("TIA") shall be required for any multi-family development containing more than twelve (12) units.
2. The TIA shall be conducted at the cost of the developer by an engineer or firm of engineers registered in the State of South Carolina that is experienced in the conduct of traffic analyses. The TIA study area shall include (i) intersections immediately adjacent to the proposed multi-family development and (ii) other significant intersections identified by the Administrator. The standards in South Carolina

Department of Transportation (“SCDOT”) Access and Roadside Management Standards Manual shall serve as a guide for the TIA.

3. The average stop time delay in seconds per vehicle for each intersection addressed under the TIA shall be compared to the City’s adopted level of service goal of “D” for the average delay for all vehicles at any intersection and all movements and approaches to the intersection during peak hours. Improvements must ensure that the level of service at final buildout meets or exceeds the level of service at the time the TIA is conducted. The TIA shall include proposed improvements or access management techniques that will mitigate any significant changes in the levels of service. The Administrator will be responsible for final determination of mitigation improvements required to be constructed by the developer.
4. If a traffic signal is included among the proposed improvements, a signal warrant analysis shall be included in the TIA. The approval of a traffic signal based on projected volumes may be deferred until actual traffic volumes meet warrants given in the SCDOT Manual on Uniform Traffic Control Devices; provided, however, the developer shall place funds for the future signal(s) in escrow with the City, in the amount of 125% of the estimated cost of such signal(s). The developer shall make any lane improvements during construction so that any required signal(s) may be installed with little impact to the intersection.

H. Vested Rights. Approval of a multi-family development shall be subject to vested rights pursuant to Section 1.6 hereof; provided, however, the Administrator may require an updated TIA, and the implementation of improvements required by such updated TIA, if construction of the multi-family development has not commenced within two years of the date of the approval thereof.

The table of required parking spaces at Section 8.3 – Number of Parking Spaces Required shall be amended to include a new row applicable to multi-family developments:

Section 8.3 – Number of Parking Spaces Required

RESIDENTIAL	MINIMUM NUMBER OF SPACES
<u>Multi-family developments</u>	<u>2 spaces per dwelling unit + 0.5 per dwelling unit for guests.</u>

Section 11.6.3 – Major Tree Permits shall be amended [see note in email re necessary amendment].

Section 11.6.3 – Major Tree Permits

[]**

A new section numbered and entitled as “Section 13.9 – Nonconforming Multi-Family Developments shall be added to Chapter 13 – Nonconformities.

Section 13.9 – Nonconforming Multi-Family Developments.

- A. The City Council has determined that existing multi-family developments provide a source of affordable housing that is essential to the health, safety, and well-being of the citizens of the City and, accordingly, it is appropriate to adopt special standards concerning the reconstruction of nonconforming multi-family developments to ensure that ~~the City~~ the supply of affordable housing within the City is not reduced if a multi-family development is destroyed or damaged by fire or other natural disaster.
- B. With respect to any multi-family development that constitutes a nonconforming use pursuant to Section 13.3 hereof or a nonconforming structure pursuant to Section 13.4 hereof:
1. The provisions of Section 13.1(C) notwithstanding, repairs or maintenance to such multi-family development, or any portion thereof, may be done at any time, regardless of whether the cost of such work over any period exceeds sixty percent (60%) of the taxable value thereof;
 2. The provisions of Section 13.3(A)(4), 13.4(C), and Section 13.5(A) notwithstanding, if a multi-family development, or any portion thereof, is damaged or destroyed by fire or other natural disaster, such multi-family development, or portion thereof, may be repaired or reconstructed notwithstanding that the damage may exceed fifty percent (50%) of the replacement cost or market value (as applicable) thereof; provide, however, the owner must obtain all building permits necessary for such repair or reconstruction within six months of the date on which such damage or destruction occurs and must diligently pursue the completion of such repairs or reconstruction; and
 3. The provisions of Section 13.3(A)(3) notwithstanding, the discontinuance of occupancy of a multi-family development, or any portion thereof, for a period of six months or more or the purpose of conducting maintenance, repairs, or renovations thereto shall not constitute a discontinuance of use or occupancy for the purposes of Section 13.3(A)(3); provided, however, where the owner must obtain and maintain all applicable building permits and must diligently pursue the completion of such maintenance, repair, or renovation.
- C. The reconstruction or repair of a nonconforming multi-family development pursuant to this Section shall be undertaken under dimensional and design standards that are consistent with those used in the original construction thereof.

RESOLUTION #2025-R-06

**A RESOLUTION TO EXPRESS THE INTENTION OF THE CITY OF
WALTERBORO, SOUTH CAROLINA TO CAUSE THE CITY TO BE
REIMBURSED WITH THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS**

The City of Walterboro, South Carolina (the “*City*”), acting through the City Council of the City of Walterboro (the “*City Council*”), makes the following findings of fact in connection with the adoption of this resolution (this “*Resolution*”):

A. The City expects to make expenditures to pay the costs of (i) purchasing various vehicles, (ii) repairing and upgrades to City-owned buildings, including demolition of one building, (iii) constructing and equipping of recreation facilities, (iv) construction of water tower park, and (v) construction of boardwalk facilities (the “*Project*”).

B. It is anticipated that the City will issue its bonds, notes, or other obligations, most likely through the issuance of one or more general obligation bonds (the “*Debt*”) to finance all or a portion of the Project;

C. Prior to the issuance of the Debt, the City expects to pay certain expenditures related to the Project from available funds of the City; and

D. Treasury Regulations §1.150-2 require the City to declare its official intent to reimburse such expenditures with proceeds of the Debt;

NOW, THEREFORE, be it resolved by the City Council, and it is hereby determined and declared and resolved by the same, as follows:

(1) The City hereby declares its intent to reimburse itself for its original expenditures for the Project from the proceeds of the Debt.

(2) The maximum principal amount of the Debt expected to be issued by the City is \$3,000,000.

(3) The expenditures to be reimbursed include, without limitation, costs of planning, design, acquisition, construction, and equipping of the Project, together with legal, financing, and other related costs.

(4) This Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

(5) This Resolution shall take effect immediately upon its adoption.

DONE, RATIFIED AND ADOPTED this 11th day of November 2025.

**CITY OF WALTERBORO,
SOUTH CAROLINA**

(SEAL)

Mayor

Attest:

City Clerk

RESOLUTION NO. 2025-R-07

WHEREAS, on November 6, 2025, the Walterboro Municipal Election Commission certified the results listed below for the City General Election held November 4, 2025, to elect one (1) Mayor and three (3) City Councilmembers each for a four (4) year term.

Mayor	*James Broderick	544
	Write-In	70
City Council	*Carl Brown	302
	Peggie Hammonds	217
	Chriss Johnson	242
	*Jimmy Syfrett	307
	Angel Tucker	228
	John Barrett Ulm	137
	*Spencer Witkin	346
	Write-In	8

*And has declared **James Broderick** elected as Mayor and **Carl Brown**, **Jimmy Syfrett**, and **Spencer Witkin** elected to City Council.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and the Council of Walterboro, South Carolina, in Council Assembled, that the results of the election as certified by the Municipal Election Commission are accepted, ratified, and confirmed.

DONE, this 11th day of November, 2025.

William T. Young, Jr.
Mayor

ATTEST:

Adrienne Nettles
City Clerk



Walterboro

City of Walterboro | 242 Hampton Street | Walterboro, SC 29488 | 843.782.1000

www.walterborosc.org

November 7, 2025

Walterboro City Council
242 Hampton Street
Walterboro, SC 29488

Re: Street Closures for the 2025 Christmas Parade
Sunday, December 7, 2025

Dear Walterboro City Council,

The Walterboro Christmas Parade will be held on Sunday, December 7, 2026, at 6:15 PM.-The parade route will begin on Hampton Street at the Colleton Civic Center, it will proceed east, turn right onto Jefferies Boulevard, turn right onto Washington Street, then right onto Neyle Street, making another right on North Miller Street and ending back at the Colleton Civic Center on Hampton Street. The parade route is approximately one mile long. In addition, I am requesting that four parking spots be blocked off in front of the waterfall on Washington Street for announcing and judging the parade. After discussing with Chief Wade Marvin and his staff, I formally request Hampton Street, from Jefferies Boulevard to Lucas Street, be closed at 4:00 pm. I request that the rest of the parade route be closed at 5:00 pm.

Hampton from N Memorial to N/S Miller street. 4:30

Thank you for your favorable consideration of this request.

Sincerely,

Ryan R. McLeod
Assistant City Manager

CITY OF WALTERBORO
PARADE/PROCESSION PERMIT REQUEST

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 10-27-2025

1. Person submitting application: Herman G. Bright
Address: 538 St. Peters Road, Walterboro, SC 29488
Telephone: 843-217-5000
2. Name of Organization: Walterboro Shrine Club
Chairperson/President: Cornelius Shepherd
Address: 111 Temuco Ln. Summerville, SC 29485
Telephone: 843-530-6798
3. Parade Chairman: Herman G. Bright
Address: 538 St. Peters Road, Walterboro, SC 29488
Telephone: 843-217-5000
4. Date/Time of Parade: 1-18-26 / 2:30
5. Parade Route requested (Attach Sketch) Attached sketch Route
6. Number of Vehicles/Floats: 90 Number of Animals: none
7. Portion (width) of street parade will occupy: Full
8. Additional Information (Upon Request): _____

Herman G. Bright
Signature/Parade Chairman

Cornelius C. Shepherd
Signature/Organization Chairperson

_____ Approval

_____ Disapproval

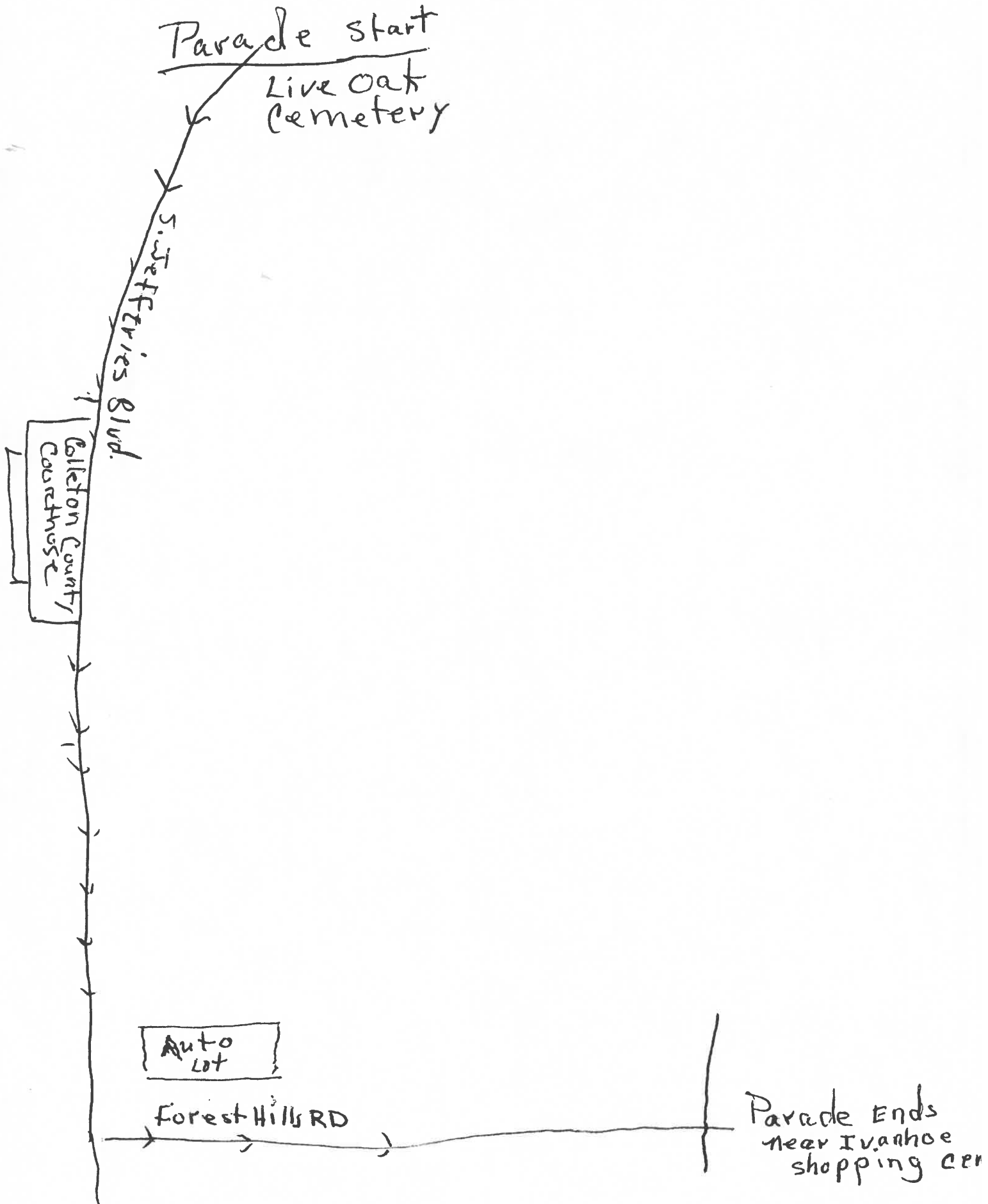
Police Chief

City Manager

NOTE: >>> Call Police Chief (782-1032) to confirm Parade/Procession Route three days prior to parade.

The Annual Dr. Martin Luther King, Jr.

Parade Route





Walterboro

City of Walterboro | 300 Hampton Street | Walterboro, SC 29488 | 843-782-1065

www.walterborosc.org

Accommodations Tax Advisory Committee

To: Walterboro City Council
Cc: Jeffrey P. Molinari, City Manager
From: Accommodations Tax Advisory Committee
Date: October 20, 2025
Re: Approvals at the October 16, 2025 meeting

At its regularly scheduled meeting held on October 16, 2025, the Accommodations Tax Advisory Committee approved the following requests:

<u>Requests for 65% Tourism Fund</u>	<u>Requested</u>	<u>Approved</u>
Coll Museum/Farmers Market - Promoting Revolutionary War	\$ 1,500	\$ 1,500
Velos of SC – Walterboro Festivelo XXVIII	\$11,000	\$11,000
SC Artisans Center – Shop & Explore SC Art	\$41,000	\$32,000
Colleton County Rice Festival – 51 st Annual	\$42,000	\$42,000
Colleton Civic Center – Civic Center advertising project	\$45,015	\$45,015

Should these requests be approved as submitted, the projected remaining balance for 2025-2026 will be approximately **\$112,819**. The remaining funds will be for consideration at the next scheduled meeting in February 2026. Therefore, the Accommodations Tax Advisory Committee respectfully requests City Council approve these items.

Project Name: Promoting Revolutionary War History in Colleton County

Amount Requested from City of Walterboro A-tax Funds: \$ 1,500

Total Cost of Project: \$ 1,500

Applicant Information: Colleton Museum & Farmers Market Tax ID 57-6000339
Matt Mardell- Director
506 East Washington Street
Walterboro, SC 29488
843-549-2303 mmardell@colletoncounty.org

Project Description and Impact to the Community:

The Colleton Museum & Farmers Market is working with the Colleton 250th Commission on promoting the Revolutionary War history of Colleton County. The Colleton 250th Commission was charged by the State 250th Commission to create a long-standing project to tell the Revolutionary War history of our county. The commission decided to create a self-guided driving tour that will include key sites and stories to let tourists what an important role Colleton played during the Revolution. If you ask our county historian, she will say the war was won in historic Jacksonborough. This self-guided driving tour will include signage at various locations and will have a QR code. When scanned, the tourist will have the opportunity to hear or read about events that took place at that location, and it will also point them back to Walterboro to the Colleton Museum & Farmers Market, where they can view an exhibit called "Becoming Americans". Places and events covered in the self-guided driving tour will be The Battle of Parkers Ferry led by General Francis Marion, Isaac Hayne Burial Site, Pon Pon Chapel of Ease, General Greene's Encampment, and the death of John Laurens.

We know from Adams Outdoor Advertising group that the digital billboard on Highway 17 in Jacksonboro makes 65,175 impressions weekly. In 2024, 56% of all travel focused on cultural heritage, and that number is expected to continue to grow by another 5% by 2030, with historical landmarks and cultural trails leading the way. Grabbing 1% of those drivers could lead to 651 visitors to our area weekly. We will be able to track numbers through the website that will serve as the host for the QR codes, as well as check our visitor log at the Colleton Museum. This will be a long-standing project with no end date.

Budget: We are asking for \$1500 in order to have rack cards printed to be placed at the Revolutionary War Visitor Center at Camden, at South Carolina Welcome Centers, regional visitor centers, and area hotels (Savannah, Hilton Head, Bluffton, Beaufort, Jasper, Charleston). If granted these funds, we will be able to order 15,000 double-sided rack cards promoting the Colleton County Revolutionary War self-guided driving tour as well as the Colleton Museum & Farmers Market, where visitors can come and learn more about our rich history.

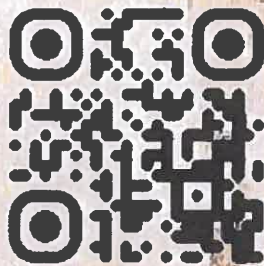
Required Attachments: We are a county entity not a non-profit. We operate from a county budget that is shared by the commercial kitchen, café, museum, farmers market, and rental space. All county departments were cut 15% as of July 2025. We do not have a board of directors. We answer to County Council.



Visit the Colleton Museum & Farmers Market for a crucial, up-close look at the Revolutionary War's impact on the Lowcountry!

Dive deep into Colleton County's pivotal role in South Carolina's fight for independence. The museum features dedicated exhibits that bring the era to life, showcasing local history through artifacts, resources, and compelling stories of the Patriots, militias, and civilians who lived through the tumultuous conflict, including major skirmishes like the Battle of Salkehatchie and the crucial meeting of the state legislature at Jacksonborough.

It's the perfect stop to gain context, see the physical evidence of the struggle, and connect the dots between your self-guided driving tour and the individuals who shaped the revolution right here in Colleton County.



SCAN
For More Information

*This is an
example only
Not a finished
product.*



Colleton County

*Drive the Colleton Trail: 250
Years in the Making*

- *Battle of Parker's Ferry*

On August 30, 1781, General Francis Marion led a force of 400 Patriots in the Battle of Parker's Ferry, where they confronted 540 British troops, ultimately forcing them to withdraw to Charleston.

- *Pon Pon Chapel of Ease*

The ruins of Pon Pon Chapel of Ease are a hauntingly beautiful reminder of the area's former settlement. Several prominent figures in South Carolina's history are interred in the surrounding burial grounds.

- *Isaac Hayne's Burial Grounds*

On August 4, 1781, the British army hanged Col. Isaac Hayne for treason. He played an integral role in helping the Continental army reclaim their state from its British conquerors.

- *Jacksonborough*

The town of Jacksonboro was the meeting place for South Carolina's government during the British occupation of Charleston.



Walterboro
The Front Porch of the Lowcountry



**City of Walterboro
Accommodations Tax
Funding Request
August 22, 2025**





**City of Walterboro
Accommodations Tax Funding Request
FestiVELO XXVIII**

I. Basic Information

- A. Project Name:** FestiVELO XXVIII: A Festival of Cycling in the SC Lowcountry
- B. Amount requested from City of Walterboro A-tax Funds:** \$ 11,000 (Please see explanation in §III below.)
- C. Total Cost of Project:** \$114,100
- D. Applicant Information:**
 - i. Organization name with Federal ID number:** Velos of SC, dba FestiVELO, EIN 93-3257381
 - ii. Contact Name and Title of person submitting application:** Ryan Wright, Director of FestiVELO
 - iii. Address:** 1721 Nursery Hill Road, Columbia, SC 29212
 - iv. Phone, Fax and E-mail:** 843-240-4830, ryan@FestiVELO.org

II. Narrative: Please reference the City of Walterboro Accommodations Tax Funding Request dated May 29, 2025.

III. Budget

In June of 2025, FestiVELO applied for State Accommodations Tax funds and received \$27,000. Upon review of the "Further Clarification" pdf provided by the Tourism Expenditure Review Committee on the state website, funding requests can be based on a percentage of tourists attending the event. The overall budget for the event is \$114,100. Historically, the overall crowd could be considered 33% tourists while the other 66% are directly participating in the event. Therefore, we respectfully request an additional \$11,000.

IV. Required Attachments: Please reference the City of Walterboro Accommodations Tax Funding Request dated May 29, 2025.

V. Billboard Funding: N/A

VI. Prior Recipients Only: Please reference the City of Walterboro Accommodations Tax Funding Request dated May 29, 2025.

**City of Walterboro
Accommodations Tax Funding Request**

Project Name

2026 Colleton County Rice Festival - 51st Annual

Amount Requested from City of Walterboro A-tax Funds

\$42,000

Total Cost of Project

\$154,775

Organization

Colleton County Rice Festival
PO Box 1705
Walterboro, SC 29488

Federal ID Number: 57-0691134

843-549-1079 (Phone)

843-549-5232 (Fax)

ricefestival@lowcountry.com

Contact: Ashley Rohde, Event Director

Contact: Mahallie Martin, President

Event Description/Narrative

The Colleton County Rice Festival, established in 1975, is an annual event located in Downtown Walterboro, South Carolina. The festival celebrates the foundation of our city - rice - which was the staple crop of Walterboro's founders, brothers Paul and Jacob Walter. Historically, rice helped create enormous wealth for the Lowcountry, and Colleton County was perfect for growing it.

The 51st annual Rice Festival is scheduled for the week of April 20-26, 2026 with the main festival days being Friday, April 24th and Saturday, April 25th. This year, we have added a tagline to encompass what the Rice Festival means to us and our community: "A celebration of culture, craft, and community."

Celebrate culture as you sample rice perlo from the 'Largest Pot of Rice' prepared by the Walterboro Civitans. Enjoy the flavors of the lowcountry at the Taste of Walterboro and from one of 20+ food trucks in our Food Court. Take a walk through our history gallery and learn about Walterboro - from how it started to what it offers today.

Celebrate craft as you peruse two city blocks lined with vendors displaying hand-crafted and other items for sale. Watch local talents dance and sing on our main stage, or catch one of several nightly performances at Walterboro Wildlife Center.

Celebrate community as you wave to the beauty queens and other familiar faces in a parade that meanders down Jefferies Blvd. Run with a friend in the Rice Run 5k. Enjoy the sounds of laughter coming from our kids carnival. Check out the car show or play a game of cornhole as you and your family wait for our fireworks finale on Saturday night!

SCHOLARSHIP BEAUTY PAGEANT - Preliminary Event

**Colleton Civic Center - 494 Hampton Street
Saturday, April 4**

MOVIE ON THE LAWN

**Walterboro Wildlife Center - 100 S. Jefferies Boulevard
Monday, April 20**

TASTE OF WALTERBORO

**Walterboro Wildlife Center - 100 S. Jefferies Boulevard
Tuesday, April 21**

TCTC RICE COOK-OFF

**Walterboro Wildlife Center - 100 S. Jefferies Boulevard
Wednesday, April 22**

RICE FESTIVAL PREVIEW CONCERT - BAND TBD

Walterboro Wildlife Center - 100 S. Jefferies Boulevard
Thursday, April 23

MAIN FESTIVAL

Hampton Street
Friday and Saturday, April 24 & 25

THE FOOD COURT

City Parking lot between E. Washington Street and Hampton Street
Friday and Saturday, April 24 & 25

KIDS CARNIVAL

Lot behind City Utility Building
Friday and Saturday, April 24 & 25

MAIN STAGE ENTERTAINMENT

Stage across from City Hall
Friday and Saturday (schedule TBD)

MAIN ENTERTAINMENT - TBD

FRIDAY NIGHT CONCERT

THE EMBERS - CONFIRMED
WITH OPENER, MYSTI MAYHEM - CONFIRMED
Walterboro Wildlife Center Amphitheater
Friday, April 24

PRTC RICE RUN 5K & 1 MILE FUN RUN

Start Line: Corner of W. Washington St. and Klein St.
Saturday, April 25

CAR SHOW

Walterboro Wildlife Center Parking Lot
Saturday, April 25

PARADE

Jefferies Boulevard
Saturday, April 25

DOG SHOW

Walterboro Wildlife Center Amphitheater
Saturday, April 25

CORNHOLE TOURNAMENT

Ivanhoe Cinemas Parking Lot

Saturday, April 25

SATURDAY NIGHT CONCERT

BAND TBD

Walterboro Wildlife Center Amphitheater

Saturday, April 25

FIREWORK FINALE

Saturday, April 25

TRAVEL BALL TOURNAMENT

Colleton County Recreation Center

Saturday & Sunday, April 25-26th

GOLF TOURNAMENT

Dogwood Hills Golf Course

Sunday, April 28th

Benefit to Tourism and the Community

Special events and programs that enhance the quality of life make for an attractive package that draws tourists and potential residents to our area. Visitors stay in our hotels, shop our establishments, dine our restaurants, and explore the benefits of living in our City. Our festival is strategically located on the I-95 South/North corridor, providing easy access from neighboring counties throughout the state and surrounding states.

Geofencing studies performed by Cobalt Community Research showed a total of 33.9k visits by 25.6K unique visitors in the specified downtown location on Thursday, Friday and Saturday. This is an increase of approximately 1.9k from the same study last year.

These numbers are made up of festival patrons, 100+ arts and crafts vendors and 25+ food vendors, of which approximately ½ are non-residents, as well as festival event participants. The Rice Run draws 175+ participants, and our data shows that ⅓ of those participants reside outside of a 50-mile radius. We bring in entertainers from across South Carolina and the United States. A large portion of these visitors stay overnight at local hotels as well as patronize our local shops and restaurants while staying in Walterboro.

Last year we added a travel ball tournament at our County Recreation Facility and hosted 22 teams over a 2-day period. Geofencing studies were also conducted for this event, showing 2k visits by 1.4k unique visitors between Saturday and Sunday. We plan to host this event again this year.

Supporting graphs and data for attendance are attached.

We consider the Rice Festival one of the biggest opportunities to show off the place we call home, our culture, and all our city has to offer. Visitors are charmed by the quaint atmosphere and are encouraged to return.

Hotel Nights

When booking for the festival, we collect demographic information about our vendors, entertainers, and event participants. By these metrics alone, we estimate at least 120 hotel rooms for at least one night, although our entertainers stay a guaranteed 2 nights, as do most of our out-of-area vendors. The addition of the ball tournament brought in 68 additional hotel rooms for at least one night.

Duration of Project

Monday, April 20th through Sunday, April 26th, with main festival days remaining Friday and Saturday, April 24-25th.

Permits

The Colleton County Rice Festival works closely with City and County officials, Walterboro Police Department, Public Works, Colleton County Sheriff's Department, Fire Rescue, and EMS to secure all permits and permissions required to host the festival and its ancillary events.

Additional Comments

We hope you will consider the slight increase in our requested funds this year to accommodate our festival's growth. Our business community does such a wonderful job supporting our festival each year through sponsorships, and ATAX funding further affords our board the opportunity to grow and put on a great festival that will attract visitors to Walterboro.

We plan to use the increased funds to purchase out of area billboards, utilize targeted social media advertising, and increase environmental services (portalets and waste).

2025 Colleton County Rice Festival Budget

Revenue

Sponsorships/Sales/Event Registration	\$124,403.63
Accommodations Tax Funding - City	\$32,350
Accommodations Tax Funding - County	\$15,000

Total Income	\$171,753.63
---------------------	---------------------

Expenses

Advertising & Marketing	\$16,298.44
Bank Charges & Accounting Fees	\$1,102.12
Car Show	\$298.79
Contractors	\$10,383.00
Donations	\$2,090.00
Events and Entertainment Expenses	\$54,315.60
Fireworks	\$15,000
Food Court Expenses	\$400.00
General Festival Expenses	\$6,402.65
Hotel Accommodations	\$1,604.45
Insurance	\$2,107.93
Job Supplies	\$254.88
Meals & Entertainment	\$323.00
Office Supplies & Software	\$4,575.39
Portalets	\$7,070.00
Postage & PO Box	\$188.00
Rent & Leas	\$231.51
Scholarships	\$500.00
Taxes & Licenses	\$1,045.94
Travel Ball Tournament	\$12,520.00
T-Shirt Production	\$17,256.44
Utilities	\$807.27
Total Expenses	\$154,775.41

Accommodations Tax Funding 2025

Received	\$32,350
Direct Tourism Expenditures	
Television Advertising	\$1,850
Newspaper Advertising	\$2,200
Social Media Advertising	\$1,096
Billboards	\$5,025
Direct Print Advertising	\$450
Portalets	\$7,070
Stage & Bleacher Rental	\$3,510
Geofencing Studies	\$1,840
Event	
Fireworks	\$15,000
Total	\$38,041

Accommodations Tax Funding Proposal Request 2026

Direct Tourism Expenditures	
Television Advertising	\$1,850
Newspaper Advertising	\$2,200
Social Media Advertising	\$2,150
Billboards	\$7,000
Direct Print Advertising	\$450
Portalets	\$8,000
Stage & Bleacher Rental	\$3,510
Geofencing Studies	\$1,840
Event	
Fireworks	\$15,000
Total	\$42,000



f  RICEFESTIVAL.ORG

50th annual RICE FESTIVAL

 Genesis
Health Care, Inc.

 Walterboro
The Heart of the Lowcountry



South Carolina Artisans Center
The Official Folk Art and Craft Center of South Carolina
October 6, 2025

I. Basic Information

A. Project Name: Shop and Explore SC Art

B. Requested Amount: \$41,000

C. Total Project Cost: \$41,000

D. Applicant Information:

1. EIN# 57-0983458
2. David Smalls, Executive Director
3. 318 Wichman Street
Walterboro, SC 29488
4. 843-549-0011
info@scartisanscenter.com

II. Narrative

The South Carolina Artisans Center is the largest single tourist attraction located in Walterboro. It was officially designated the "Official Folk Art and Craft Center of South Carolina" by the governor in 2000. The Center was originally conceived as a rural economic tourism development project. It was determined early in the planning stages that this Center should have an economic impact upon the entire state and the project's planners proceeded to make that happen. The Center now showcases the work of over 200 artists from 36 out of the 46 counties across the state.

A. General Project Description:

We are continuing our efforts in diversifying our marketing and advertising outreach in a comprehensive manner. We were again successful in obtaining a grant from the Evening Post Publishing Newspaper Group to expand our marketing efforts around the state through their extensive media brands. We are requesting \$20,000 to continue to fund this comprehensive plan with the Evening Post Publishing Newspaper Group for the 2nd half of the fiscal year 2025-2026; which includes streaming, digital banner ads, and print ads from January - June 2026.

We will target the state's regional and metro markets; the Lowcountry, Midlands, Pee Dee and Upstate through their media channels.

Additionally, we are interested in continuing our relationship with King and Columbus, a full service marketing agency of the Evening Post Publishing Newspaper Group. We would like to continue to engage their services in positioning the Center as a cultural destination around the state and beyond. Those services include: public relations and media; and paid and organic social media. This marketing campaign would continue to target regional and metro markets that are a short drive distance to the Center; Bluffton/Hilton Head Island, Charleston, Columbia, Greenville/Spartanburg and Savannah, GA. We are requesting \$21,000 to fund this campaign from January - June 2026.

B. & C. Benefit to Tourism and/or Community:

We have become a major **Tourist Destination** off I-95. Approximately 450,000 people have visited the Center over the past twenty nine (29) years. Over 95% of the Center's customers have traveled from outside of Colleton County and over 85% are visitors from another state. The majority of our customers have taken time from their traveling to stop in Walterboro, shop at the Center and enjoy our exhibits. They are also looking for other places in Walterboro to shop and dine. The City of Walterboro has made downtown a wonderful place to send our visitors.

The South Carolina Artisans Center has consistently pursued all avenues of advertising and marketing including *Facebook and Instagram* pages and on our website www.southcarolinaartisanscenter.com.

D. Tracking:

This marketing and advertising campaign will utilize paid social media, Google ads, streaming ads, and print in the before mentioned regional markets. We will be provided monthly reports by the advertising agency to monitor the effectiveness of the campaign.

E. Duration of this project

The marketing campaign will be conducted from January - June 2026.

III. Budget

Revenue
ATAX \$24,000

Expenses

The Evening Post Media Channels:

Streaming	4,500
Social Media Ads	10,500
Print	<u>5,000</u>

Sub-total \$20,000

King & Columbus - Marketing Campaign:

PR & Media 9,000

- Earned media & travel press outreach
- Pitch to travel journalist, influencers, and bloggers to secure features in publications i.e. *Garden & Gun, Travel & Leisure and Southern Living*

Paid & Organic Social Media 12,000

- "Meet the Markets" video series: highlighting our juried artists and their art process
- Photography capturing the Center, surrounding area and lifestyle appeal
- Blog and SEO content like "Day Trip to Walterboro" and "The Artisan Trail" to enhance discoverability

Sub-total \$21,000

Total \$41,000

IV. Required Attachments (Attached)

V. Billboard Information

VI. Prior Recipients Only (Attached)



BASIC INFORMATION

A. Project Name

Where front porch charm meets rocking entertainment! Civic Center advertising project

B. Amount Requested from City of Walterboro A-tax Funds

\$45,015

C. Total Cost of Project

\$45,015

D. Applicant Information:

1. Organization name with Federal ID number

Colleton Civic Center 57-60000339

2. Contact Name and Title of person submitting application

Jennifer R. Bunton, Colleton Civic Center Events Manager

3. Address

494 Hampton St. Walterboro, SC, 29488

4. Phone, Fax and E-mail

843-549-8360, jbunton@colletoncounty.org

NARRATIVE

A. General Description (Include information about innovative ideas, community support, partnerships and evidence of management capability)

The Colleton Civic Center/Hampton St. Auditorium is Colleton and Walterboro's premier performance and arts venue. Since July, 2023, local and statewide rentals as well as performing events have more than doubled and continue to show growth. Local community members and businesses have assisted in promoting events and supporting the growth of the Center by attending and even sponsoring some services for renters and groups. Nationally known artists have noticed our venue and area and are now renting the facility bringing their tours. In addition, the Center brings in at least one County sponsored event per month from areas such as Atlanta, Nashville, and Orlando. Over the past two years, partnerships with traveling performing arts groups from areas such as Savannah, Columbia, and Charleston have been established as well as word of mouth to their partners/peers about possibilities with the venue. Due to this growth and increased opportunities, the need has arisen to bring larger, more varied audiences from farther out to the Center and Walterboro community. An expanded advertisement campaign outside of the Colleton community running for six months, December 2025 - May 2026, will be implemented to showcase the second half of our 2025-2026 entertainment season.

The campaign will include:

*Print ads set up with King and Columbus Advertising Solutions/The Post and Courier to cover the Charleston area market. Design to be determined but based on same design used on billboards

*Digital/Static Billboards with Adams Outdoor Advertising Group to cover Bluffton/Hilton Head/Beaufort/Savannah markets

*Social Media posts on Instagram/Facebook to cover the above mentioned markets as well as midlands, upper SC markets, and beyond.

B. Benefit to Tourism:

New people are coming to our area every time a booked event/rental event visits the Colleton Civic Center. Because of this, a partnership has been made between the Center and two hotels on I-95, Holiday Inn Express and Best Western. Both of these businesses give a cut rate to entertainers and visitors coming to our community because of the Center. In addition, when out of town guests contact the Center about where to stay, these two businesses are immediately suggested. Looking over current data on our ticket sales platform, TicketSpice, we have people visiting from Apex, NC, Greenville, SC, Greensboro, SC, Apollo Beach FL, Seminole, FL, and Waterford CT, that are not within driving distance so hotels are a necessity. Some of these individuals are coming here along with the performers but also because of the performers. With these funds, the Center will be able to further advertise outside of our area to encourage others to come to our community and seek lodging as well.

C. Benefit to Community:

With the benefit to tourism, the benefit to the community is a wonderful and natural byproduct. More visitors equals more revenue for our area. More visitors to locally owned businesses such as restaurants and shops within walking distance of the Colleton Civic Center. The events coming to the Center are also bringing new and positive experiences to the community as well as bringing positive press and exposure to our area. Over the past two years, the Center has worked with an array of local businesses to promote each other as well as out of town groups who have spread the word about our facility and community. The ripple effect has been wonderful and has increased traffic at the Center.

D. Tracking:

The effectiveness of this advertising campaign will be checked by utilizing our online ticket site TicketSpice which collects locations of visitors as well as ticket purchasers, social media ad tracking on Instagram and Facebook, our GoDaddy website, colletoncivic.org, that tracks visitors, google information tracking, as well as records from local hotel partners.

Number of hotel/motel room nights projected to be added as a direct result of this project (Include brief explanation as to the calculation used for this estimate as well as description of how you plan to track this information)

Based on data from hotels used by the Colleton Civic Center, roughly 5-8 rooms per hotel have been booked each month by performers alone, equally 60-96rooms a year. This does not include those who have traveled with them or because of them. The Center estimates these numbers will roughly double as more people from farther away come for events at the Center. We will continue to track using our contacts at the hotels we partner with as a way to calculate.

E. Duration of Project (Start and End dates)

December 2025-May 2026

F. List Permits (if any required) NA

G. Additional comments (optional)

BUDGET

Provide a complete budget for your project listed including all funding sources. Show specifically how A-tax funds will be used for the project. (Example: \$500.00 for promotional brochures, etc.)

*Digital billboards: 2 @ \$900/screen/month= \$10,800

*Regular billboards: 1 @ \$4,505/month= \$27,030

1 @ \$768/month= \$4,608

*Printed advertisement in Post and Courier's My Charleston Magazine along with 120,000 impressions on postandcourier.com: \$1,377.00 (reservation of space in May, publication during the summer.

*Social media ads: \$200/month=\$1,200

REQUIRED ATTACHMENTS

A. Letter from Secretary of State confirming non-profit status: NA

B. Organization's latest financial statement: see attached

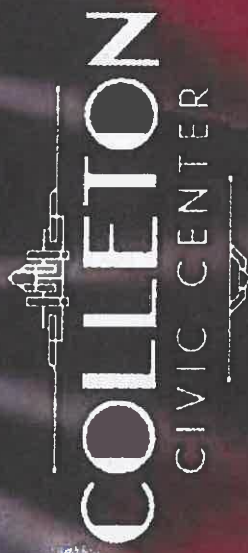
C. List of applicant's board members, with full names and addresses: NA

If applying for billboard funding, you must include a picture/artwork for the billboard and the precise location of the board including miles from Walterboro, SC. See attached/below

1. US 17 100 ft N/O SR 64 WS South, digital 16.3 miles from Walterboro

2. US 17 100 ft N/O SR 64 WS North, digital 16.3 miles from Walterboro
These will catch traffic coming toward Walterboro and coming from all location markets mentioned above with both averaging between 46,000-65,000 impressions a week
3. US 278 0.08 mi E/O Jackson Ave E NS, 8' x 16', Bulletin, 36.5 miles from Walterboro, Hampton area market, 33,254 impressions a week
4. SR 170 0.48 mi E/O Cherry Point Rd NS, 23'3" x 23', Bulletin, 48.6 miles from Walterboro, Bluffton/Okatie area reaching Beaufort, Hilton Head, Savannah market, 157,579 impressions a week

If these particular locations are not available, another location within the same price range and targeted area will be chosen.



WATERLOO, SOUTH CAROLINA

Where front porch charm meets
rocking entertainment

COLLETONCIVIC.ORG





MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: November 6, 2025
SUBJECT: Boardwalk Reconstruction Project – Phase 2A

The bid opening for Phase 2A of the city's boardwalk reconstruction project was held on October 29, 2025, and the city received two (2) bids:

Contractor

Bid

Wildwood Contractors, Inc. (Walterboro, SC)	\$1,896,900.00
Greenway Bridge, LLC (St. Augustine, FL)	\$3,551,453.00

The project will include the demolition of 763 feet of existing boardwalk and (2) bridges, the construction of 4,274 square feet of PermaTrak boardwalk and the construction of six (6) new bridges. The project will be funded from the following sources:

- American Rescue Plan Act (ARPA) - \$869,132
- Land and Water Conservation Fund (LWCF) - \$500,000
- Undiscovered SC - \$155,000.00
- 2026 General Obligation Bond - \$372,768

City staff recommends awarding the contract to Wildwood Contractors (Walterboro, SC) in the amount of **\$1,896,900.00** to be paid from the allocated funds above. 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

Attachment

Jeffrey Molinari

From: Hauser, Tony <tony.hauser@wsp.com>
Sent: Monday, November 3, 2025 8:54 AM
To: Jeffrey Molinari; Ryan McLeod
Cc: Vandelay, Angela
Subject: Walterboro Boardwalks Ph IIA Bidder Recommendation
Attachments: 251030-bid-Comparison-Boardwalk-Ph2A-.pdf; SE-370-Notice_of_Intent_to_Award_-_DBB_Contract.docx; Walterboro-Phase2A-Bid Tab.pdf

CAUTION: This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Jeff & Ryan,

Based on our review of the two bids received, we recommend Wildwood Contractors Inc. as the lowest, responsible, and responsive bidder. You may wish to use the attached Notice of Intent to Award (Form SE-370). If so or if you use a different form, please provide a completed copy to us and we will send it to the rest of the folks on the bidders list in advance of 11/12 as stated during the bid opening meeting.

Thanks,

Tony Hauser, PLA, PE

Vice President Civil Engineering & Landscape Architecture

[Teams chat](#)

T +1 828-252-8130

M +1 828-337-5173



NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

BID COMPARISON
WALTERBORO WILDLIFE SANCTUARY - BOARDWALK REPLACEMENT PH. 2A
CITY OF WALTERBORO, SC

ITEM NO.	APPLICABLE SPEC.	DESCRIPTION	ENGINEERS ESTIMATED QUANTITY	GREENWAY			WILDWOOD		
				PROPOSED QUANTITY	UNIT	UNIT COST	TOTAL	PROPOSED QUANTITY	UNIT COST
GENERAL - BASE BID									
1		MOBILIZATION	1	EA	\$	118,346.48	1	\$	14,000.00
2		SURVEYING	1	EA	\$	33,813.28	1	\$	5,000.00
				GENERAL - BASE BID SUBTOTAL		\$ 152,159.76		SUBTOTAL	\$ 19,000.00
EROSION CONTROL - BASE BID									
3		INSTALL CONSTRUCTION ENTRANCE	5	EA	\$	8,307.00	5	\$	1,200.00
4		INSTALL SAFETY FENCE/SEDIMENT BARRIER	1,958	LF	\$	17,622.00	1,958	\$	2.00
5		INSTALL MULCH FOR STABILIZATION	341	SY	\$	21.00	341	\$	50.00
6		INSTALL TEMPORARY SEEDING	1,356	SY	\$	3.00	1,356	\$	3.00
7		INSTALL POLYACRYLAMIDE	1,356	SY	\$	6.00	1,356	\$	5.00
8		INSTALL EROSION CONTROL MATTING	1,200	SY	\$	6.00	1,200	\$	2.00
				EROSION CONTROL - BASE BID SUBTOTAL		\$ 85,722.00		SUBTOTAL	\$ 40,214.00
DEMOLITION - BASE BID									
9		REMOVE EXISTING BOARDWALK	763	LF	\$	118.00	763	\$	70.00
				DEMOLITION - BASE BID SUBTOTAL		\$ 90,797.00		SUBTOTAL	\$ 53,410.00
SITE IMPROVEMENTS - BASE BID									
10		CONSTRUCT FULLER PILES FOR BOARDWALK AND ABUTMENTS	62	EA	\$	1,726.00	62	\$	3,000.00
11		CONSTRUCT BRIDGE ABUTMENTS INCL. PILES	12	EA	\$	32,100.00	12	\$	44,000.00
12		CONSTRUCT/INSTALL 8'X38" PREFAB BRIDGE	2	LS	\$	89,698.00	2	\$	128,800.00
13		CONSTRUCT/INSTALL 8'X40" PREFAB BRIDGE	1	LS	\$	89,698.00	1	\$	130,200.00
14		CONSTRUCT/INSTALL 8'X50" PREFAB BRIDGE	1	LS	\$	93,086.00	1	\$	151,200.00
15		CONSTRUCT/INSTALL 8'X65" PREFAB BRIDGE	1	LS	\$	116,608.00	1	\$	186,300.00
16		CONSTRUCT/INSTALL 8'X70" PREFAB BRIDGE	1	LS	\$	130,320.00	1	\$	186,300.00
17		CONSTRUCT BOARDWALK TRANSITIONS INCL. PILES	3	EA	\$	20,179.00	3	\$	25,000.00
18		CONSTRUCT 6" (CLEAR) PERMITRAK BOARDWALK	4,274	SF	\$	95.00	4,274	\$	383.50
19		CONSTRUCT 6" DEPTH CONCRETE APPROACH SLAB AT 0+00	120	SF	\$	130.00	120	\$	200.00
20		INSTALL REMOVABLE BOLLARD	3	EA	\$	1,912.00	3	\$	2,200.00
21		ALLOWANCE FOR ACCESS PATH REPAIR - GRAVEL	71	SY	\$	9.00	71	\$	500.00
22		ALLOWANCE FOR ACCESS PATH REPAIR - MILL & OVERLAY ASPHALT	667	SY	\$	15.00	667	\$	50.00
				SITE IMPROVEMENTS - BASE BID SUBTOTAL		\$ 1,599,867.00		SUBTOTAL	\$ 33,350.00
				20% Contingency		\$ 385,769.15			
				BASE BID CONSTRUCTION COST TOTAL		\$ 2,314,254.91		TOTAL	\$ 1,685,732.00
								TOTAL	\$ 1,888,900.00

CITY OF WALTERBORO BID TABULATION

Project Name: Walterboro Wildlife Sanctuary Boardwalk Reconstruction Phase IIIA
 Project Location: Walterboro
 Prepared By: WSP

Bid Opening Time: 2:00 PM
 Bid Opening Date: 10/29/2025
 Bid Opening Location: 242 Hampton Street, Walterboro, SC 2948
 Person Opening Bids: Jeff Walker
 Witness: Diana Wilson

Contractor's Name	GAGANUAY AND SONS				WILDERBORO CONTRACTORS			
Contractor's License No.	124807				109368			
Bid Bond / Amount	10% OF \$10				10% OF \$10			
Addendum #1								
Description of Bid Items	QTY	Unit Price LS and Unit	Bid Amount	Unit Price LS and Unit	Bid Amount	Unit Price LS and Unit	Bid Amount	Unit Price LS and Unit
Base Bid Amount	1		3,751,453.00				1,896,707.00	

Contractor's Name								
Contractor's License No.								
Bid Bond / Amount								
Addendum #1								
Description of Bid Items	QTY	Unit Price LS and Unit	Bid Amount	Unit Price LS and Unit	Bid Amount	Unit Price LS and Unit	Bid Amount	Unit Price LS and Unit
Base Bid Amount	1							

I hereby certify that the tabulation of bids shown hereon was prepared by me on this date and that all information hereon is true, correct and complete to the best of my knowledge.



Date: 10/29/2025

(Seal)



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: November 6, 2025
SUBJECT: I-95 Business Loop Landscaping

The FY 2025-2026 Parks Department budget allocated \$85,000 for the maintenance of the landscaping of the I-95 Business Loop Corridor and the Exit 53/57 interchanges. The Parks Department received a total of (5) bids including a bid that was disqualified.

<u>Contractor</u>	<u>Price</u>
Palmetto Landscaping (Summerville, SC)	\$64,704.00
J&J Hamilton Landscape (Walterboro, SC)	\$75,790.00
Russell Landscaping (North Charleston, SC)	\$77,100.00
Beach Hill Landscaping (Walterboro, SC)	\$78,960.00

Staff recommends awarding the contract to Palmetto Landscaping (Summerville, SC) in the amount of **\$64,704.00**. Palmetto Landscaping holds the current contract for this work and has the most experience with maintaining city-owned properties. City staff asks for Council's favorable consideration of this request. If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments



MEMORANDUM

To: Jeffrey P. Molinari
City Manager

From: Jonathan A. Burroughs
Parks Director

Date: October 28th, 2025

Subject: I95 Loop Landscaping

At the July 2025 meeting, Council approved \$85,000.00 of the Parks Department's budget to be used for "Contractual Services", including the maintenance of the I 95 Business Loop and the I 95 Interchanges at exits 53 & 57

On October 21st, 2025, the City of Walterboro Parks Department received (5) bids for landscape services of the I 95 Business Loop and the I 95 Interchanges at exits 53 & 57.

Supplier

1. ~~The Lawn Guys - \$35,230.00~~
2. **Palmetto Landscaping - \$64,704.00**
3. J&J Hamilton Landscape - \$75,790.00
4. Russell Landscaping - \$77,100.00
5. Beach Hill Landscaping - \$78,960.00

The low bid, "The Lawn Guys", in my opinion, does not have the same level of references, relevant work experience, and equipment when compared to the other 4 bidders. They also consist of a smaller work crew and have a long travel distance with their office in Columbia, SC. I recommend Disqualification of this bid based on the information I have gathered and as it relates to Article X – Procurement of the City of Walterboro's Code of Ordinances, specifically: (Code 2003, § 6.414; Ord. No. 2010-03, 3-23-2010).

I am requesting that we award the contract to Palmetto Landscaping. This supplier holds the current contract for this job and has the most experience with landscaping city owned properties. With the acceptance of the Disqualification of "The Lawn Guys", the next lowest bid is Palmetto Landscaping. The bid received from Palmetto Landscaping falls within the allotted budget approved by City Council for this year's landscape maintenance services.

6.2.7 Arboriculture

- Remove invasive species (e.g., Pine, Maple, Tallow) from beds and medians.
- Maintain planted species (e.g., Redbud, Crepe Myrtle, Magnolia) for uniform growth and sight lines.

6.2.8 Vegetative Debris Removal

- Remove and dispose of all vegetative debris offsite.
- Clear dirt and debris along curbs and within stormwater cutouts.

6.2.9 Irrigation

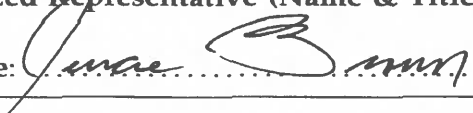
- Perform minor adjustments/repairs (e.g., sprinkler heads, cut lines, drip line leaks).
- Major repairs or scheduling changes require City Parks Director approval.

7. Indemnification and Termination

1. Contractors shall indemnify the City and its agents from all claims, damages, or losses arising from the work, unlimited by workers' compensation or other laws.
2. **Termination:** The City may terminate the contract with thirty (30) days' written notice, except for cause, default, or negligence.
3. **Non-Appropriations:** The City may terminate without penalty if funds are not appropriated, with thirty (30) days' notice.

8. Bid Submission Forms

8.1 Contractor Information

Contractor:	The Lawn Guys, LLC
Authorized Representative (Name & Title):	Termaine Brown, Owner
Signature:	

8.2 Bid Form: I-95 Exit 53 Interchange Landscaping

Location	Job Description	Bid
1A – (2) beds, 1.33 acres (Inner triangle I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 115
1B – (22) beds, 1.1 acres (1 mile out on I-95 N to terminus of exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 85
1C – (2) beds, 1.73 acres (Inner triangle I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 150
1D – (18) beds, 0.54 acres (1 mile out on I-95 S to terminus of exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 45
1F – (4) triangular beds, <0.5 acres (4 corners of Sniders Hwy/SC Hwy 63 bridge over I-95)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 45
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 5.5 acres		Total Price: \$ 440

8.3 Bid Form: I-95 Exit 57 Interchange Landscaping

Location	Job Description	Bid
2A – (4) beds, 1 acre (Between entrance/exit ramps I-95 N)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$85
2B – (4) beds, 0.62 acres (Inner loop I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$55
2C – (1) bed, 0.19 acres (Inner triangle, I-95 N exit ramp split to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$35
2D – (18) beds, 1.1 acres (1 mile out on I-95 N to former CSX railway bridge)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$95
2E – (3) beds, 1.2 acres (Between entrance/exit ramps I-95 S)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$105
2F – (3) beds, 0.65 acres (Inner loop I-95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$55
2G – (1) bed, 0.09 acres (Inner triangle, I-95 S approaches to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$35
2H – (19) beds, 1.25 acres (1 mile out to terminus of I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$110
2I – (3) beds, 0.55 acres (Median beds, Bells Hwy under I-95 to Walmart)	Maintain all bushes, shrubs, trees, grass, and weeds within paved boundaries	\$50
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 6.68 acres		Total Price: \$ 625

8.4 Bid Form: Jefferies Blvd./Sniders Hwy Medians Landscaping

Location	Job Description	Bid
3A – (13) landscaped medians, 1.4 acres (Exit 53 to Ireland Creek Dr.)	Maintain all bushes, shrubs, trees, weeds, and grass; maintain weeds in concrete medians	\$ 120
3B – (2) triangular beds, 0.5 acres (Sniders Hwy/Hendersonville Hwy at Welcome Sign)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 50
3C – (2) beds, <0.1 acres (Either side of Beech Rd. at Sniders Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 35
3D – (9) solid concrete medians, <0.2 acres (N Jefferies Blvd to Sniders Hwy bridge)	Eliminate weeds/vegetation in cracks to the edge of concrete	\$ 50
3E – (1) bed, 0.02 acres (Parker's Gas Station corner, N Jefferies Blvd/Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$ 35
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 2.22 acres		Total Price: \$ 290

THE LAWN GUYS

FINANCIALS

(Based on biweekly service)

	Per Occurrence (biweekly)	Monthly	Annually
All inclusive maintenance of beds	\$ 1,355.00	\$ 2,935.83	\$ 35,230.00

Payment Terms - For commercial accounts we utilize a net 30 payment schedule. Invoices paid within 10 days will receive a 10% discount.

Payment Options - Payments can be made online via the client portal with a debit/credit card or ACH. Note: ACH payments require utilizing Plaid to verify and link account. Bank wire and check by mail also accepted, If check is sent via mail it must be received by due date to avoid penalty.

6.2.7 Arboriculture

- Remove invasive species (e.g., Pine, Maple, Tallow) from beds and medians.
- Maintain planted species (e.g., Redbud, Crepe Myrtle, Magnolia) for uniform growth and sight lines.

6.2.8 Vegetative Debris Removal

- Remove and dispose of all vegetative debris offsite.
- Clear dirt and debris along curbs and within stormwater cutouts.

6.2.9 Irrigation

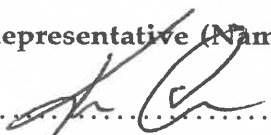
- Perform minor adjustments/repairs (e.g., sprinkler heads, cut lines, drip line leaks).
- Major repairs or scheduling changes require City Parks Director approval.

7. Indemnification and Termination

1. Contractors shall indemnify the City and its agents from all claims, damages, or losses arising from the work, unlimited by workers' compensation or other laws.
2. **Termination:** The City may terminate the contract with thirty (30) days' written notice, except for cause, default, or negligence.
3. **Non-Appropriations:** The City may terminate without penalty if funds are not appropriated, with thirty (30) days' notice.

8. Bid Submission Forms

8.1 Contractor Information

Contractor:	<i>Palmetto Landscaping & Design</i>
Authorized Representative (Name & Title): ...	<i>KEVIN CONE</i>
Signature:	

8.2 Bid Form: I-95 Exit 53 Interchange Landscaping

Location	Job Description	Bid
1A – (2) beds, 1.33 acres (Inner triangle I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	3,980
1B – (22) beds, 1.1 acres (1 mile out on I-95 N to terminus of exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	6,540
1C – (2) beds, 1.73 acres (Inner triangle I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	5,840
1D – (18) beds, 0.54 acres (1 mile out on I-95 S to terminus of exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	6,124
1F – (4) triangular beds, <0.5 acres (4 corners of Sniders Hwy/SC Hwy 63 bridge over I-95)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	2,580
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 5.5 acres		Total Price: \$ 25,064

8.3 Bid Form: I-95 Exit 57 Interchange Landscaping

Location	Job Description	Bid
2A – (4) beds, 1 acre (Between entrance/exit ramps I-95 N)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	3,880
2B – (4) beds, 0.62 acres (Inner loop I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	3,710
2C – (1) bed, 0.19 acres (Inner triangle, I-95 N exit ramp split to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	3,840
2D – (18) beds, 1.1 acres (1 mile out on I-95 N to former CSX railway bridge)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	6,480
2E – (3) beds, 1.2 acres (Between entrance/exit ramps I-95 S)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	3,910
2F – (3) beds, 0.65 acres (Inner loop I-95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	3,140
2G – (1) bed, 0.09 acres (Inner triangle, I-95 S approaches to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	940
2H – (19) beds, 1.25 acres (1 mile out to terminus of I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	6,850
2I – (3) beds, 0.55 acres (Median beds, Bells Hwy under I-95 to Walmart)	Maintain all bushes, shrubs, trees, grass, and weeds within paved boundaries	2,910
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 6.68 acres		Total Price:
		\$ 35,660

8.4 Bid Form: Jefferies Blvd./Sniders Hwy Medians Landscaping

Location	Job Description	Bid
3A – (13) landscaped medians, 1.4 acres (Exit 53 to Ireland Creek Dr.)	Maintain all bushes, shrubs, trees, weeds, and grass; maintain weeds in concrete medians	890
3B – (2) triangular beds, 0.5 acres (Sniders Hwy/Hendersonville Hwy at Welcome Sign)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	640
3C – (2) beds, <0.1 acres (Either side of Beech Rd. at Sniders Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	920
3D – (9) solid concrete medians, <0.2 acres (N Jefferies Blvd to Sniders Hwy bridge)	Eliminate weeds/vegetation in cracks to the edge of concrete	740
3E – (1) bed, 0.02 acres (Parker's Gas Station corner, N Jefferies Blvd/Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	790
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 2.22 acres		Total Price: \$ 3,980

6.2.7 Arboriculture

- Remove invasive species (e.g., Pine, Maple, Tallow) from beds and medians.
- Maintain planted species (e.g., Redbud, Crepe Myrtle, Magnolia) for uniform growth and sight lines.

6.2.8 Vegetative Debris Removal

- Remove and dispose of all vegetative debris offsite.
- Clear dirt and debris along curbs and within stormwater cutouts.

6.2.9 Irrigation

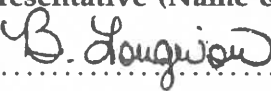
- Perform minor adjustments/repairs (e.g., sprinkler heads, cut lines, drip line leaks).
- Major repairs or scheduling changes require City Parks Director approval.

7. Indemnification and Termination

1. Contractors shall indemnify the City and its agents from all claims, damages, or losses arising from the work, unlimited by workers' compensation or other laws.
2. **Termination:** The City may terminate the contract with thirty (30) days' written notice, except for cause, default, or negligence.
3. **Non-Appropriations:** The City may terminate without penalty if funds are not appropriated, with thirty (30) days' notice.

8. Bid Submission Forms

8.1 Contractor Information

Contractor:	 J. & J Hamilton Landscape Contractors LLC.....
Authorized Representative (Name & Title):	 Brittany Longnion , Operations Manager.....
Signature:	 

8.2 Bid Form: I-95 Exit 53 Interchange Landscaping

Location	Job Description	Bid
1A – (2) beds, 1.33 acres (Inner triangle I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$4,150.00
1B – (22) beds, 1.1 acres (1 mile out on I-95 N to terminus of exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,500.00
1C – (2) beds, 1.73 acres (Inner triangle I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$5,100.00
1D – (18) beds, 0.54 acres (1 mile out on I-95 S to terminus of exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,050.00
1F – (4) triangular beds, <0.5 acres (4 corners of Sniders Hwy/SC Hwy 63 bridge over I-95)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,150.00
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	\$1,200.00
Total Acreage: 5.5 acres		Total Price: \$ 20,150.00

8.3 Bid Form: I-95 Exit 57 Interchange Landscaping

Location	Job Description	Bid
2A – (4) beds, 1 acre (Between entrance/exit ramps I-95 N)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$4,220.00
2B – (4) beds, 0.62 acres (Inner loop I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,600.00
2C – (1) bed, 0.19 acres (Inner triangle, I-95 N exit ramp split to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,250.00
2D – (18) beds, 1.1 acres (1 mile out on I-95 N to former CSX railway bridge)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,700.00
2E – (3) beds, 1.2 acres (Between entrance/exit ramps I-95 S)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$5,450.00
2F – (3) beds, 0.65 acres (Inner loop I-95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,700.00
2G – (1) bed, 0.09 acres (Inner triangle, I-95 S approaches to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,250.00
2H – (19) beds, 1.25 acres (1 mile out to terminus of I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$5,750.00
2I – (3) beds, 0.55 acres (Median beds, Bells Hwy under I-95 to Walmart)	Maintain all bushes, shrubs, trees, grass, and weeds within paved boundaries	\$3,800.00
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	\$1,500.00
Total Acreage: 6.68 acres		Total Price: \$ \$38,220.00

8.4 Bid Form: Jefferies Blvd./Sniders Hwy Medians Landscaping

Location	Job Description	Bid
3A – (13) landscaped medians, 1.4 acres (Exit 53 to Ireland Creek Dr.)	Maintain all bushes, shrubs, trees, weeds, and grass; maintain weeds in concrete medians	\$5,100.00
3B – (2) triangular beds, 0.5 acres (Sniders Hwy/Hendersonville Hwy at Welcome Sign)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,150.00
3C – (2) beds, <0.1 acres (Either side of Beech Rd. at Sniders Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$2,300.00
3D – (9) solid concrete medians, <0.2 acres (N Jefferies Blvd to Sniders Hwy bridge)	Eliminate weeds/vegetation in cracks to the edge of concrete	\$3,020.00
3E – (1) bed, 0.02 acres (Parker's Gas Station corner, N Jefferies Blvd/Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	\$3,150.00
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	\$700.00
Total Acreage: 2.22 acres		Total Price: \$ \$17,420.00

6.2.7 Arboriculture

- Remove invasive species (e.g., Pine, Maple, Tallow) from beds and medians.
- Maintain planted species (e.g., Redbud, Crepe Myrtle, Magnolia) for uniform growth and sight lines.

6.2.8 Vegetative Debris Removal

- Remove and dispose of all vegetative debris offsite.
- Clear dirt and debris along curbs and within stormwater cutouts.

6.2.9 Irrigation

- Perform minor adjustments/repairs (e.g., sprinkler heads, cut lines, drip line leaks).
- Major repairs or scheduling changes require City Parks Director approval.

7. Indemnification and Termination

1. Contractors shall indemnify the City and its agents from all claims, damages, or losses arising from the work, unlimited by workers' compensation or other laws.
2. **Termination:** The City may terminate the contract with thirty (30) days' written notice, except for cause, default, or negligence.
3. **Non-Appropriations:** The City may terminate without penalty if funds are not appropriated, with thirty (30) days' notice.

8. Bid Submission Forms

8.1 Contractor Information

Contractor: Beach Hill Landscaping, LLC - PO Box 1964 Walterboro, SC 29488 843-906-1666 bhlandscaping23@gmail.com	
Authorized Representative (Name & Title): Bryan Sanders, Owner	
Signature: 	 BEACH HILL — landscaping —

8.4 Bid Form: Jefferies Blvd./Sniders Hwy Medians Landscaping

Location	Job Description	Bid
3A – (13) landscaped medians, 1.4 acres (Exit 53 to Ireland Creek Dr.) 3B – (2) triangular beds, 0.5 acres (Sniders Hwy/Hendersonville Hwy at Welcome Sign) 3C – (2) beds, <0.1 acres (Either side of Beech Rd. at Sniders Hwy) 3D – (9) solid concrete medians, <0.2 acres (N Jefferies Blvd to Sniders Hwy bridge) 3E – (1) bed, 0.02 acres (Parker's Gas Station corner, N Jefferies Blvd/Bells Hwy) Other Tasks	Maintain all bushes, shrubs, trees, weeds, and grass; maintain weeds in concrete medians Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Eliminate weeds/vegetation in cracks to the edge of concrete Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 2.22 acres		Total Price: \$ 18,250.00

8.3 Bid Form: I-95 Exit 57 Interchange Landscaping

Location	Job Description	Bid
2A – (4) beds, 1 acre (Between entrance/exit ramps I-95 N)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2B – (4) beds, 0.62 acres (Inner loop I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2C – (1) bed, 0.19 acres (Inner triangle, I-95 N exit ramp split to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2D – (18) beds, 1.1 acres (1 mile out on I-95 N to former CSX railway bridge)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2E – (3) beds, 1.2 acres (Between entrance/exit ramps I-95 S)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2F – (3) beds, 0.65 acres (Inner loop I-95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2G – (1) bed, 0.09 acres (Inner triangle, I-95 S approaches to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2H – (19) beds, 1.25 acres (1 mile out to terminus of I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2I – (3) beds, 0.55 acres (Median beds, Bells Hwy under I-95 to Walmart)	Maintain all bushes, shrubs, trees, grass, and weeds within paved boundaries	
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 6.68 acres		Total Price: \$ 31,800.00

6.2.7 Arboriculture

- Remove invasive species (e.g., Pine, Maple, Tallow) from beds and medians.
- Maintain planted species (e.g., Redbud, Crepe Myrtle, Magnolia) for uniform growth and sight lines.

6.2.8 Vegetative Debris Removal

- Remove and dispose of all vegetative debris offsite.
- Clear dirt and debris along curbs and within stormwater cutouts.

6.2.9 Irrigation

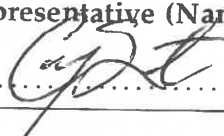
- Perform minor adjustments/repairs (e.g., sprinkler heads, cut lines, drip line leaks).
- Major repairs or scheduling changes require City Parks Director approval.

7. Indemnification and Termination

1. Contractors shall indemnify the City and its agents from all claims, damages, or losses arising from the work, unlimited by workers' compensation or other laws.
2. **Termination:** The City may terminate the contract with thirty (30) days' written notice, except for cause, default, or negligence.
3. **Non-Appropriations:** The City may terminate without penalty if funds are not appropriated, with thirty (30) days' notice.

8. Bid Submission Forms

8.1 Contractor Information

Contractor:	RUSSELL LANDSCAPE
Authorized Representative (Name & Title):	CASEY EWART / BUSINESS DEVELOPER
Signature:	

8.2 Bid Form: I-95 Exit 53 Interchange Landscaping

Location	Job Description	Bid
1A – (2) beds, 1.33 acres (Inner triangle I-95 N exit ramp) 1B – (22) beds, 1.1 acres (1 mile out on I-95 N to terminus of exit ramp) 1C – (2) beds, 1.73 acres (Inner triangle I-95 S exit ramp) 1D – (18) beds, 0.54 acres (1 mile out on I-95 S to terminus of exit ramp) 1F – (4) triangular beds, <0.5 acres (4 corners of Sniders Hwy/SC Hwy 63 bridge over I-95) Other Tasks	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 5.5 acres		Total Price: \$ 30,000.00

8.3 Bid Form: I-95 Exit 57 Interchange Landscaping

Location	Job Description	Bid
2A – (4) beds, 1 acre (Between entrance/exit ramps I-95 N)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2B – (4) beds, 0.62 acres (Inner loop I-95 N exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2C – (1) bed, 0.19 acres (Inner triangle, I-95 N exit ramp split to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2D – (18) beds, 1.1 acres (1 mile out on I-95 N to former CSX railway bridge)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2E – (3) beds, 1.2 acres (Between entrance/exit ramps I-95 S)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2F – (3) beds, 0.65 acres (Inner loop I-95 S entrance ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2G – (1) bed, 0.09 acres (Inner triangle, I-95 S approaches to Bells Hwy)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2H – (19) beds, 1.25 acres (1 mile out to terminus of I-95 S exit ramp)	Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds	
2I – (3) beds, 0.55 acres (Median beds, Bells Hwy under I-95 to Walmart)	Maintain all bushes, shrubs, trees, grass, and weeds within paved boundaries	
Other Tasks	Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 6.68 acres		Total Price: \$28,500.00

8.4 Bid Form: Jefferies Blvd./Sniders Hwy Medians Landscaping

Location	Job Description	Bid
3A – (13) landscaped medians, 1.4 acres (Exit 53 to Ireland Creek Dr.) 3B – (2) triangular beds, 0.5 acres (Sniders Hwy/Hendersonville Hwy at Welcome Sign) 3C – (2) beds, <0.1 acres (Either side of Beech Rd. at Sniders Hwy) 3D – (9) solid concrete medians, <0.2 acres (N Jefferies Blvd to Sniders Hwy bridge) 3E – (1) bed, 0.02 acres (Parker's Gas Station corner, N Jefferies Blvd/Bells Hwy) Other Tasks	Maintain all bushes, shrubs, trees, weeds, and grass; maintain weeds in concrete medians Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Eliminate weeds/vegetation in cracks to the edge of concrete Maintain all bushes, shrubs, trees, weeds, and grass within all edges of landscaped beds Herbicide management, trash pickup, blowing, vegetative debris removal, arboriculture	
Total Acreage: 2.22 acres		Total Price: \$18,600.00