



**WALTERBORO CITY COUNCIL
REGULAR MEETING
JUNE 2, 2026
CITY HALL
6:15 P.M.**

AGENDA

I. Call to Order:

1. Invocation – Pastor Tresco Shannon, Bethel United Methodist Church.
2. Pledge of Allegiance – Boy Scout Troop 646, Campbell Burke, Benjamin Thompson, Tovyah Panza, Motseh Panza and Benjamin Wilson.

II. Public Input on Agenda Items:

III. Public Hearing:

1. **Ordinance # 2026-01**, AN ORDINANCE ADOPTING THE CITY GENERAL FUND BUDGET FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO (Second and Final Reading).
2. **Ordinance # 2026-02**, AN ORDINANCE ADOPTING THE CITY ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO (Second and Final Reading).
3. **Ordinance # 2026-03**, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WALTERBORO, SOUTH CAROLINA, A SOUTH CAROLINA MUNICIPAL CORPORATION, TO INCLUDE CHANGES TO CHAPTER 2, ARTICLE VIII BOARDS AND COMMISSIONS (Second and Final Reading).

IV. Approval of Minutes:

1. Regular Meeting – May 5, 2026

V. Old Business:

1. **Ordinance # 2026-01**, AN ORDINANCE ADOPTING THE CITY GENERAL FUND BUDGET FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO (Second and Final Reading).
2. **Ordinance # 2026-02**, AN ORDINANCE ADOPTING THE CITY ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO (Second and Final Reading).

3. **Ordinance # 2026-03**, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WALTERBORO, SOUTH CAROLINA, A SOUTH CAROLINA MUNICIPAL CORPORATION, TO INCLUDE CHANGES TO CHAPTER 2, ARTICLE VIII BOARDS AND COMMISSIONS (Second and Final Reading).

VI. New Business:

1. **Ordinance # 2026-04**, AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO (Introduction and First Reading).
2. **Resolution # 2026-R-07**, A RESOLUTION TO FORMALLY RECOGNIZE AND OFFER COMMENDATION TO CHIEF BARRY MCROY, COLLETON COUNTY FIRE-RESCUE, FOR 34 YEARS OF SERVICE TO THE CITIZENS OF COLLETON COUNTY (Attached).
3. **Resolution # 2026-R-08**, A RESOLUTION TO APPROVE FINANCING TERMS FROM SOUTH STATE BANK FOR THE PURCHASE OF A 2026 FORD F-450 CHASSIS CAB DRW AND A CAT BACKHOE 430 (Attached).
4. Consideration of a parade permit request from Latosia Simmons for a Juneteenth Parade on Saturday, June 20, 2026, at 10:00 AM (Permit Request Attached).
5. Consideration of rescheduling the July Regular City Council Meeting.

VII. Committee Reports:

1. City Improvement Committee, Chairman Ladson Fishburne.
2. Walterboro – Colleton County Airport Commission, Jimmy Syfrett.
3. Budget Committee, Chairperson Judy Bridge.
4. Keep Walterboro Beautiful, Chairman Dana Cheney.
5. Main Street Steering Committee, Patricia Fleming.

VIII. City Manager's Report:

1. Consideration of a Hotel Feasibility and Marketing Study proposal from REVPAR (Memo Attached).
2. Consideration of Engagement Letter from Pope Flynn, LLC for the General Obligation Bond, Series 2026 (Memo Attached).

IX. Executive Session:

1. Contractual Matter: I-95 Business Loop Project Phase 3.
2. Discussion of matters concerning the proposed location, expansion or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body.
3. Personnel Matter: City Manager Contract.

X. Open Session:

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

XI. Adjournment

ORDINANCE # 2026-01

**AN ORDINANCE ADOPTING THE CITY GENERAL FUND BUDGET FOR
FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO**

WHEREAS, the 2026-2027 General Fund Budget has been presented and considered;
and

WHEREAS, a public hearing on the budget has been properly advertised and conducted
on June 2, 2026.

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

1. The 2026-2027 City General Fund Budget is hereby adopted in the amount of
\$9,836,002 with revenues and expenditures as set out in the budget document
attached.
2. The property tax rate shall be set at ninety-nine point eighty-six (99.86) mills.

This ordinance shall be effective July 1, 2026.

DONE, this 2nd day of June, 2026.

James D. Broderick
Mayor

ATTEST:

Adrienne M. Nettles
City Clerk

First Reading: May 5, 2026
Public Hearing: June 2, 2026
Second Reading: June 2, 2026

CITY OF WALTERBORO
FY 2026-2027 GENERAL FUND BUDGET
SUMMARY SHEET BY CATEGORY

Attachment to Ordinance
#2026-01, Page 1

LINE ITEM	APPROVED FY 2025-2026 BUDGET	FY 2026-2027 DEPARTMENT REQUEST	FY 2026-2027 MANAGER'S RECOMMENDATION	FY 2026-2027 COUNCIL APPROVED
<u>REVENUE</u>				
GENERAL FUND	\$ 9,478,632	\$ 8,975,465	\$ 9,755,158	\$ 9,754,640
<u>EXPENDITURES</u>				
CITY COUNCIL				
PERSONNEL	\$ 197,999	\$ 202,966	\$ 197,890	\$ 197,890
OPERATING	\$ 121,193	\$ 158,387	\$ 124,539	\$ 124,539
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 319,192	\$ 361,353	\$ 322,429	\$ 322,429
CITY MANAGER				
PERSONNEL	\$ 418,554	\$ 418,860	\$ 428,317	\$ 431,447
OPERATING	\$ 36,866	\$ 37,247	\$ 29,207	\$ 29,207
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 455,420	\$ 456,107	\$ 457,524	\$ 460,654
FINANCE				
PERSONNEL	\$ 304,110	\$ 322,914	\$ 342,586	\$ 342,586
OPERATING	\$ 96,652	\$ 118,187	\$ 108,463	\$ 108,463
CAPITAL	\$ -	\$ 100,000	\$ -	\$ -
SUBTOTAL	\$ 400,762	\$ 541,101	\$ 451,049	\$ 451,049
PUBLIC WORKS				
PERSONNEL	\$ 659,848	\$ 700,140	\$ 672,530	\$ 672,530
OPERATING	\$ 496,511	\$ 556,780	\$ 566,736	\$ 566,736
CAPITAL	\$ -	\$ 83,200	\$ -	\$ -
SUBTOTAL	\$ 1,156,359	\$ 1,340,120	\$ 1,239,266	\$ 1,239,266
PLANNING & DEVELOPMENT				
PERSONNEL	\$ 146,536	\$ 154,875	\$ 144,846	\$ 144,846
OPERATING	\$ 84,650	\$ 87,150	\$ 76,350	\$ 93,212
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 231,186	\$ 242,025	\$ 221,196	\$ 238,058
POLICE				
PERSONNEL	\$ 3,062,706	\$ 3,320,248	\$ 3,149,525	\$ 3,149,525
OPERATING	\$ 695,919	\$ 765,495	\$ 706,270	\$ 706,270
CAPITAL	\$ 163,000	\$ 255,895	\$ -	\$ -
SUBTOTAL	\$ 3,921,625	\$ 4,341,638	\$ 3,855,795	\$ 3,855,795
JUDICIAL				
PERSONNEL	\$ 187,737	\$ 199,055	\$ 178,918	\$ 178,918
OPERATING	\$ 98,367	\$ 93,918	\$ 115,292	\$ 115,292
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 286,104	\$ 292,973	\$ 294,210	\$ 294,210

CITY OF WALTERBORO
FY 2026-2027 GENERAL FUND BUDGET
SUMMARY SHEET BY CATEGORY

Attachment to Ordinance
#2026-01, Page 2

LINE ITEM	APPROVED FY 2025-2026 BUDGET	FY 2026-2027 DEPARTMENT REQUEST	FY 2026-2027 MANAGER'S RECOMMENDATION	FY 2026-2027 COUNCIL APPROVED
FIRE				
PERSONNEL	\$ 1,501,623	\$ 1,660,898	\$ 1,596,032	\$ 1,596,032
OPERATING	\$ 315,213	\$ 314,119	\$ 283,256	\$ 283,256
CAPITAL	\$ -	\$ 130,690	\$ -	\$ -
SUBTOTAL	\$ 1,816,836	\$ 2,105,707	\$ 1,879,288	\$ 1,879,288
PARKS				
PERSONNEL	\$ 476,869	\$ 587,016	\$ 509,955	\$ 509,955
OPERATING	\$ 331,588	\$ 263,013	\$ 285,741	\$ 285,741
CAPITAL	\$ -	\$ 76,000	\$ -	\$ -
SUBTOTAL	\$ 808,457	\$ 926,029	\$ 795,696	\$ 795,696
TOURISM				
PERSONNEL	\$ 130,075	\$ 134,349	\$ 131,754	\$ 131,754
OPERATING	\$ 64,469	\$ 55,455	\$ 41,855	\$ 74,855
SUBTOTAL	\$ 194,544	\$ 189,804	\$ 173,609	\$ 206,609
WILDLIFE CENTER				
PERSONNEL	\$ 25,242	\$ 31,553	\$ 25,042	\$ 25,042
OPERATING	\$ 69,884	\$ 88,656	\$ 67,906	\$ 67,906
SUBTOTAL	\$ 95,126	\$ 120,209	\$ 92,948	\$ 92,948
TOTAL ALL EXPENDITURES	\$ 9,685,611	\$ 10,917,066	\$ 9,783,010	\$ 9,836,002
GENERAL FUND - FUND BALANCE	\$ 206,979		\$ 31,500	\$ 81,362
BALANCE	\$ -	\$ (1,941,601)	\$ 3,648	\$ -

ORDINANCE # 2026-02

**AN ORDINANCE ADOPTING THE CITY ENTERPRISE FUND BUDGET
FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO**

WHEREAS, the 2026-2027 Enterprise Fund Budget has been presented and considered;
and

WHEREAS, a public hearing on the budget has been properly advertised and conducted
on June 2, 2026.

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

The 2026-2027 City Enterprise Fund Budget is hereby adopted with in the amount of
\$5,974,935 with revenues and expenditures as set out in the budget document attached.

This ordinance shall be effective July 1, 2026.

DONE, this 2nd day of June, 2026.

James D. Broderick
Mayor

ATTEST:

Adrienne M. Nettles
City Clerk

First Reading: May 5, 2026
Public Hearing: June 2, 2026
Second Reading: June 2, 2026

CITY OF WALTERBORO
FY 2026-2027 ENTERPRISE FUND BUDGET
SUMMARY SHEET BY CATEGORY

Attachment to Ordinance
#2026-02, Page 1

LINE ITEM	APPROVED FY 2025-2026 BUDGET	FY 2026-2027 DEPARTMENT REQUEST	FY 2026-2027 MANAGER'S RECOMMENDATION	FY 2026-2027 COUNCIL APPROVED
STATEMENT OF CASH FLOWS	\$ 1,634,821	\$ 1,422,972	\$ 1,422,972	\$ 1,422,972
<u>REVENUE</u>				
UTILITY FUND	\$ 5,955,017	\$ 5,966,216	\$ 5,974,935	\$ 5,974,935
<u>EXPENDITURES</u>				
WATER				
PERSONNEL	\$ 1,172,111	\$ 1,004,035	\$ 947,515	\$ 947,515
OPERATING	\$ 840,746	\$ 888,934	\$ 838,774	\$ 838,774
CAPITAL	\$ -	\$ 63,500	\$ -	\$ -
SUBTOTAL	\$ 2,012,857	\$ 1,956,469	\$ 1,786,289	\$ 1,786,289
UTILITY SUPPORT				
PERSONNEL	\$ 306,260	\$ 393,412	\$ 293,748	\$ 293,748
OPERATING	\$ 111,830	\$ 131,610	\$ 119,610	\$ 119,610
DEBT	\$ 1,212,465	\$ 1,180,637	\$ 1,180,637	\$ 1,180,637
CAPITAL	\$ -	\$ 43,000	\$ -	\$ -
SUBTOTAL	\$ 1,630,555	\$ 1,748,659	\$ 1,593,995	\$ 1,593,995
SANITATION				
PERSONNEL	\$ 337,081	\$ 338,906	\$ 315,009	\$ 315,009
OPERATING	\$ 245,337	\$ 200,562	\$ 193,215	\$ 193,215
CAPITAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 582,418	\$ 539,468	\$ 508,224	\$ 508,224
SEWER				
PERSONNEL	\$ 312,566	\$ 331,319	\$ 301,844	\$ 301,844
OPERATING	\$ 717,499	\$ 780,382	\$ 775,382	\$ 775,382
CAPITAL	\$ -	\$ 11,800	\$ -	\$ -
SUBTOTAL	\$ 1,030,065	\$ 1,123,501	\$ 1,077,226	\$ 1,077,226
SEWER SUPPORT				
PERSONNEL	\$ 472,181	\$ 440,775	\$ 435,739	\$ 435,739
OPERATING	\$ 76,501	\$ 80,791	\$ 55,860	\$ 55,860
CAPITAL	\$ -	\$ 43,000	\$ -	\$ -
SUBTOTAL	\$ 548,682	\$ 564,566	\$ 491,599	\$ 491,599
UTILITY SUPPORT TO GF	\$ 362,289	\$ 33,553	\$ 517,602	\$ 517,602
UTILITY FUND SUBTOTAL	\$ 6,166,866	\$ 5,966,216	\$ 5,974,935	\$ 5,974,935
USE OF NET POSITION	\$ 211,849	\$ -	\$ -	\$ -
<u>ENDING NET POSITION</u>				
YEAR END STATEMENT OF CASH FLOW	\$ 1,422,972	\$ 1,422,972	\$ 1,422,972	\$ 1,422,972

ORDINANCE # 2026-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WALTERBORO, SOUTH CAROLINA, A SOUTH CAROLINA MUNICIPAL CORPORATION, TO INCLUDE CHANGES TO CHAPTER 2, ARTICLE VIII BOARDS AND COMMISSIONS.

WHEREAS, the Code of Ordinances of the City of Walterboro needs to be periodically updated to reflect operational changes.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WALTERBORO, IN COUNCIL ASSEMBLED, that the following amendments to the Code of Ordinances 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.

Sec. 2-168. Structure and procedure.

- (a) The structure and procedures governing all committees, commissions and boards is hereby ordained.
- (b) Standing City Council committees shall be divided into two categories, internal and external, as follows:
 - (1) Internal.
 - a. Budget.
 - b. Fireman Insurance Fund Board of Trustees.
 - c. Finance Committee.
 - (2) External.
 - a. Airport Commission.
 - b. Lowcountry Council of Governments (LCOG).
 - ~~e. Joint Railroad Right-of-Way Committee.~~
 - ~~d. Economic Development Commission.~~
 - c. ~~City Appearance Board.~~ Keep Walterboro Beautiful Board

(Two-year appointments shall begin and expire in June of odd years.)

- (c) Other committees, commissions and boards are hereby established as follows:
 - (1) Building Board; four-year terms.
 - (2) Municipal Election Commission; six-year terms.
 - ~~(3) Economic Development Commission; four-year terms.~~
 - (3) Historic Preservation Commission; two-year terms.

- (4) Municipal Planning Commission; four-year terms.
- (5) Tree Protection Committee; two-year terms.
- (6) Board of Zoning Appeals; three-year terms.
- (7) ~~City Appearance Board~~ Keep Walterboro Beautiful Board; four-year terms.
- (8) Reserved.
- ~~(10) North Lemaeks Street Revitalization Committee; four-year terms.~~
- ~~(11) Citizen of the year committee.~~
- ~~(12) Great Swamp Sanctuary Commission; four year terms.~~

~~Sec. 2-169. The Great Swamp Sanctuary Commission.~~

~~(a) The Great Swamp Sanctuary Commission's duties shall be as follows:~~

- ~~(1) Advise the City Council as to how the Sanctuary may be secured, funded, designed, promoted and operated.~~
- ~~(2) Attend the regularly scheduled and called meetings of the Commission.~~
- ~~(3) Oversee the development of the Sanctuary.~~
- ~~(4) Ensure a cooperative and cordial relationship with other nature based attractions and federal, State, and local governmental agencies.~~
- ~~(5) Work with the City Manager or his designee for all operational matters.~~

~~(b) Membership.~~

- ~~(1) There shall be no more than 25 members of the Commission, and they shall be appointed by the City Council for four year terms, which shall be staggered so that one quarter of the terms shall expire annually.~~
- ~~(2) The Commission membership shall consist of representatives from other nature based organizations, related governmental organizations, tourist groups, commercial and business interests, handicapped individuals, historic, educational and media organizations and others as the City Council may deem appropriate.~~
- ~~(3) The Commission shall meet at least quarterly and more often as necessary at the call of the Chair.~~
- ~~(4) Members may be represented by their proxy.~~
- ~~(5) A member must be present or represented by a proxy for one half of the Commission's meetings during any 12 month period or their membership will be automatically voided and a replacement appointed by the City Council.~~
- ~~(6) At its first meeting after January 1 each year, the Commission shall elect a Chairman, Vice Chairman and Secretary Treasurer and two members to serve on the Executive Committee.~~
- ~~(7) The Executive Committee shall consist of the Chairman, Vice Chairman, Secretary Treasurer and two members elected from the membership. It shall be empowered to act~~

~~on behalf of the full Commission in the event that it is not practical for the full Commission to meet.~~

(Code 2003, §§ 3.502, 3.503)

Sec. 2-170. Mayoral appointments.

The Mayor shall make appointments to the internal committees in ~~odd-numbered years prior to the start of the new fiscal year~~ in January of even-numbered years after the municipal election the previous November. Appointments to external committees shall be made at the same time based on the following criteria:

- (1) Appointments shall be made from interested and qualified Councilmembers.
- (2) To be qualified for appointment, Councilmembers must not have served on the external committee within the past four years and must have served at least two years on the City Council.
- (3) Interested and qualified Councilmembers shall be asked to rank their preference of external committees.
- (4) The Mayor shall select a Councilmember from the list of qualified Councilmembers to serve on each external committee.
- (5) No Councilmember shall serve on both LCOG and the Airport Commission at the same time.
- (6) Should no interested and qualified Councilmember exist, the Mayor shall be free to make the appointment from any Councilmember.

Sec. 2-171. Special ad hoc City Council study committees.

Special ad hoc City Council study committees may be created by the City Council for a particular purpose or when the issue is so complex and time consuming that it cannot be reasonably handled at a City Council meeting. City Council study committees shall consist of three Councilmembers appointed by the presiding officer. Special City Council committees shall cease at the end of their mission, but no later than the end of each fiscal year, unless specifically continued by the City Council thereafter for a specified time period.

(Code 2003, § 2.1003)

Sec. 2-172. Citizen committees.

- (a) Annually, prior to the start of each calendar year, the City shall solicit the names of interested citizens to serve on standing citizen committees or commissions as provided in Section 2-168.
- (b) The names of interested citizens, as well as incumbent committee members interested in reappointment, shall be considered and voted upon by the City Council. Incumbents must have a minimum attendance rate of 70 percent to be considered for reappointment.
- (c) Committees may make recommendations on proposed programs, services, ordinances and resolutions within their area of responsibility before action is taken by the City Council. The

committee chair may present the recommendations of the committee during the discussion of the item of business.

- (d) Employees shall staff the various committees as directed by the City Manager, but no staff person shall serve as a Councilmember or citizen study committee.
- (e) Minutes need not be taken of committee meetings.

Sec. 2-173. Citizen of the Year Committee.

~~(a) The Citizen of the Year Committee's duties shall be as follows:~~

~~(1) Determined the submittal and selection process, provided that:~~

- ~~a. The intent is to honor a resident of the City, someone employed in the City, or someone who owns property in the City but these criteria should not exclude any well deserving person from receiving the honor.~~
- ~~b. Recommendations, accompanied by supporting documentation, should be received from anyone wishing to do so including committee members provided however that no recommendations are to be made by any member of City Council or a by any employee of the City.~~
- ~~c. The selection process be completed and the chosen person's name submitted so they may be honored before the end of each calendar year.~~

~~(2) Annually solicit and review recommendations and base on the review, select the person to be honored as "Citizen of the Year".~~

~~(b) Membership.~~

- ~~(1) The committee shall be comprised of the chairs from each of the other committees, boards, and commissions that proceed the Citizen of the Year Committee listed in Subsection 2-168(e).~~
- ~~(2) The chair of the committee shall be elected from its membership.~~

DONE, this ____ day of June 2026.

James D. Broderick
Mayor

ATTEST:

Adrienne Nettles
City Clerk
First Reading: _____
Public Hearing: _____
Second Reading: _____

Walterboro City Council

Regular Meeting

City Hall

May 5, 2026

Minutes

A Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, May 5, 2026, at 6:15 P.M., with Mayor James Broderick presiding.

Present: Joined in the meeting were: Mayor James Broderick, Councilmembers: Spencer Witkin, Carl Brown, Paul Siegel, Judy Bridge, Ladson Fishburne, and Jimmy Syfrett. City Manager Jeff Molinari, City Attorney Brown McLeod, City Clerk Adrienne Nettles, Main Street Manager/Tourism Director Patricia Fleming, Pastor JaDon Buckner, and the Forest Hills Elementary Choir led by Taylor Fussell.

Call to Order:

With the above-mentioned Councilmembers present. Mayor Broderick called the meeting to order. Pastor JaDon Buckner, Walterboro Christian Center gave the invocation. Forest Hills Elementary Choir led the Pledge of Allegiance to our flag and sang The Star-Spangled Banner.

Public Input on Agenda Items:

There was no public input on agenda items.

Presentations:

1. Desiree Fragoso, Field Service Manager, Municipal Association of South Carolina – 2026 South Carolina Municipal Elected Officials Institute of Government Honor Roll.

Ms. Fragoso stated, Mr. Mayor and members of City Council, thank you for having me here tonight. I am honored to be back again to present you with an award. Not many cities and towns across the state are all graduates of the Municipal Elected Officials Institute of Government program. I am pleased to present you all with the 2026 Honor Roll recognizing that achievement. Congratulations and thank you for all that you do.

Approval of Minutes:

Upon motion of Councilmember Syfrett, Seconded by Councilmember Bridge, the following minutes were approved.

1. Regular Meeting - April 7, 2026
2. Joint City Council-County Council Meeting – March 24, 2026

Old Business:

There was no old business to conduct.

New Business:

1. **Ordinance # 2026-01**, AN ORDINANCE ADOPTING THE CITY GENERAL FUND BUDGET FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO (Introduction and First Reading).

Councilmember Bridge stated I would like to congratulate Jeff, our City Manager and his staff, for getting this budget put together. The budget presented challenges with inflation and raising gas/diesel costs. The following is our budget summary: \$15,741,125 is the city total budget. That is broken down in \$9,766,190 for the General Fund budget, and \$5,974,935 in the Enterprise Fund. There is no ad valorem tax increase. Business license increase of 20 cents per \$1,000 of revenue. There is no water or sewer rate increase. Property and causality insurance increased by 11.4%. Workers Compensation insurance increased by 17.2%. The PEBA health insurance employer rate portion will decrease in January of 2027 by 8.3%. There is no increase in health insurance premiums for employees. The General Obligation Bond for \$1.1 million, which is 4 mills will be used to fund the following: Boardwalk Replacement Project - \$800,000, Bill Young Park - \$175,656, and Improvements to the Citizen Services Building - \$74,343. Bond cost is \$50,000. There is a proposed 1% cost of living adjustment for city employees.

City Manager Jeff Molinari stated I am going to go through all the different departments in the General Fund and Enterprise Fund.

Mayor and City Council

- Status Quo.

City Manager

- Status Quo.

Finance

- Status Quo.

Public Works

- Purchase of new service truck with lease purchase
- Purchase of a new dump body truck for yard debris with a lease purchase

Planning and Development

- \$25,000 allocated for demolition of substandard properties.
- Adding back \$16,862 for Code Enforcement software.

Police

- Status Quo.

Judicial

- Moved Prosecutor from Mayor and Council budget to Judicial.

Fire

- Status Quo.

Parks

- Status Quo.

Tourism

- Adding back \$33,000 for redesign of the city's website.

Wildlife Center

- Status Quo.

Water

- Status Quo.

Utilities Support

- Status Quo.

Sanitation

- Status Quo.

Sewer Support

- Status Quo.

Motion: Councilmember Bridge; Seconded by Councilmember Siegel

Discussion: None

Carried: All ayes

2. **Ordinance # 2026-02**, AN ORDINANCE ADOPTING THE CITY ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2026-2027 AND MATTERS RELATING THERETO (Introduction and First Reading).

Motion: Councilmember Bridge; Seconded by Councilmember Brown

Discussion: None

Carried: All ayes

3. **Ordinance # 2026-03**, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WALTERBORO, SOUTH CAROLINA, A SOUTH CAROLINA MUNICIPAL CORPORATION, TO INCLUDE CHANGES TO CHAPTER 2, ARTICLE VIII BOARDS AND COMMISSIONS (Introduction and First Reading).

City Manager Jeff Molinari stated Mr. Mayor and members of Council that we need to update our Code of Ordinance to reflect boards and commissions that are no longer active. Just to give an example, the City Appearance Board is now Keep Walterboro Beautiful. There are several commissions that are no longer active such as the Great Swamp Sanctuary Commission. We also made a change to reflect elections. We used to hold city elections on the last Tuesday in May in odd number years. Our elections are now held in November of odd number years for the mayor's appointments. We are just doing some house cleaning and Boards and Commissions is a logical place to start, and we will continue to make updates.

Motion: Councilmember Witkin; Seconded by Councilmember Fishburne

Discussion: None

Carried: All ayes

4. **Resolution # 2026-R-06**, A RESOLUTION TO DECALRE MAY 3-9, 2026, AS "PROFESSIONAL MUNICIPAL CLERKS WEEK IN SOUTH CAROLINA" TO RECOGNIZE AND HONOR THE VALUABLE CONTRIBUTIONS THAT MUNICIPAL CLERKS MAKE TO CITIES AND TOWNS IN SOUTH CAROLINA.

Motion: Councilmember Brown; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

5. A PROCLAMATION TO DESIGNATE MAY 2026 AS NATIONAL TENNIS MONTH.

Michelle Strickland with the Walterboro Tennis Association stated we have two events coming and they are free to the community. We would like to thank the city for letting us use the courts.

Motion: Councilmember Fishburne; Seconded by Councilmember Bridge

Discussion: None

Carried: All ayes

6. A request from Coastal Empire Mental Health/SCDMH to hang Mental Health Awareness Ribbons on street posts in front of businesses on Washington Street, North Walter Street, North Lucas Street, and North Memorial Avenue for the month of May.

Motion: Councilmember Brown; Seconded by Councilmember Siegel

Discussion: None

Carried: All ayes

Committee Reports:

1. City Improvement Committee, Chairman Ladson Fishburne.

Ladson Fishburne stated I reported that we would see an uptake in the grass cases. 60% of those cases were closed quickly. The system that we have now is stable, we know how to get some of these cases closed quickly. The focus now is going to be on more complicated cases and getting those closed. The team is working hard to get things done quickly.

2. Walterboro-Colleton County Airport Commission, Jimmy Syfrett.

Jimmy Syfrett stated the annual T-hanger inspections were conducted by the airport manager on April 17th. All hangers are in great shape and in compliance with the airport rules. The street survival driver training day for CCHS teenagers approved by the FAA and sponsored by the S.C. Region of the SCCA will take place November 7th. The Forestry Taxiway rehab has been completed. The airport extends thanks to the SC Forestry Commission and State Aeronautics for funding this project. Opterra will be conducting annual storm and water drainage vegetation management, airfield lighting ant control, and vegetation spraying along the perimeter fencing this week. This work is funded at a rate of 75% by state Aeronautics through its vegetation management program. S.C. State University conducted a 4-day training workshop in the conference room at the airport last week to instruct commercial business owners how to use drones.

3. Budget Committee, Chairperson Judy Bridge.

Judy stated we just did the first reading of the budget and second reading will be next month in June. July 1st beings the new fiscal year 2026-2027.

4. Keep Walterboro Beautiful, Chairman Dana Cheney.

Mr. Cheney was not in attendance, and no other committee member was present to give a report.

5. Main Street Steering Committee, Patricia Fleming

Patricia stated each year we are required by Main Street America to identify strengths and opportunities. Last week we met with Main Street America to go over our 2025 assessment and discuss next steps for this year. We have three areas that we are going to focus on in the next 60-90 days. Hopefully this will bring us closer to becoming an accredited Main Street Program.

City Manager's Report:

There was nothing to report.

A motion was made to go into Executive Session by Councilmember Fishburne, seconded by Councilmember Bridge. Mayor Broderick explained that City Council would be going into Executive Session to discuss Contractual Matter-Hotel Feasibility Study, Personnel Matters: Public Safety Committee, Appointment to Planning Commission, and City Manager Contract.

Executive Session:

1. Contractual Matter – Hotel Feasibility Study.
2. Personnel Matters:
 - a. Public Safety Committee
 - b. Appointment to Planning Commission
 - c. City Manager Contract

A motion to come out of Executive Session was made by Councilmember Witkin, seconded by Councilmember Fishburne, all in favor, motion carries.

Open Session:

A motion to appoint Stephaine Drawdy to the Municipal Planning Commission to fill Jimmy Syfrett's unexpired term was made by Councilmember Syfrett, seconded by Councilmember Brown.

There being no further business to consider, a motion to adjourn was made by Councilmember Brown, seconded by Councilmember Bridge, and passed unanimously. Mayor Broderick adjourned the meeting at 7:50 P.M. Notice of the meeting was distributed with the agenda packet, 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

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

City of Walterboro, South Carolina

July 14, 2026

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings and Recitals.

(a) As an incident to the enactment of this ordinance (this “**Ordinance**”) and the issuance of the Bond (as hereinafter defined), 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 statements made with respect thereto are in all respects true and correct.

(b) The City is a municipal corporation of the State of South Carolina (the “**State**”), located in Colleton County, South Carolina, and as such possesses all general powers granted to municipal corporations.

(c) By virtue of Title 5, Chapter 21 and the provisions of Section 11-27-40, Code of Laws of South Carolina 1976, as amended (together, the “**Enabling Act**”), the City is empowered to issue general obligation bonds for any “authorized purpose” as therein defined.

(d) The City has determined to incur costs for (i) the rehabilitation, improvement, upgrade, and demolition of City-owned buildings and facilities; (ii) the construction and equipping of the water tower park; (iii) the construction and improvement of boardwalk facilities, including an observation tower; and (iv) the acquisition of various items of equipment (collectively, the “**Project**”). The City intends to issue a general obligation bond pursuant to the terms hereof to finance the costs of the Project and pay related costs of issuance. Prior to the issuance of such general obligation bond, the City expects to pay certain Project-related expenditures from legally available funds of the City.

(e) The Project constitutes an authorized purpose within the meaning of the Enabling Act

(f) Section 14 of Article X of the Constitution of the State of South Carolina 1895, as amended (the “**Constitution**”) provides that subsequent to November 30, 1977, the municipalities of the State may issue bonded indebtedness in an amount not exceeding 8% of the assessed value of all taxable property therein (the “**Debt Limit**”) without the necessity of conducting a referendum. As confirmed in a written certificate of the Colleton County Auditor dated May 15, 2026, the assessed value of all taxable property in the City is not less than the sum of \$38,065,500; thus, the Debt Limit equals \$3,045,240.

(g) Presently, the City has no outstanding general obligation indebtedness.

(h) In connection therewith and subsequent to a duly noticed and held public hearing of the City Council on July 14, 2026, the City Council has determined to issue general obligation

debt of the City in an amount not to exceed \$1,100,000 to defray the costs of the Project and to fund the cost of issuance thereof.

[End of Article I]

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“**Authorized Investments**” means any securities which are now or hereafter authorized legal investments for municipalities pursuant to the Code of Laws of South Carolina 1976, as amended.

“**Authorized Officers**” means the City Manager, the Mayor of the City, the Mayor Pro Tempore, the City Clerk, or any other officer or employee designated from time to time as an Authorized Officer by resolution of the City Council, and when used with reference to any act or document also means any other person authorized by resolution of the City Council to perform such act or sign such document. For purposes of this Ordinance and the delegations recited herein, the City Manager shall be the Authorized Officer responsible for making such determinations.

“**Bond**” or “**Bonds**” has the meaning given such term in Section 1.01, which includes any Bonds of the City authorized by this Ordinance, and, where context dictates, a Bond or Bonds of a Series issued hereunder.

“**Bond Account Fund**” means a fund which serves as the depository account for the proceeds of a Series of Bonds, which may be held by the City.

“**Bond Counsel**” means Pope Flynn, LLC, or any successor firm, or an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state, and public agency financing.

“**Bondholder**” or “**Holder**” or “**Holder of Bond**” or “**Owner**” or “**Registered Owner**” or similar term means, when used with respect to the Bond means any person who shall be registered as the owner of the Bond Outstanding as shown on the registration books of the City maintained by the Registrar.

“**Bond Payment**” means the periodic payment of principal installments of or interest on the Bonds, or both.

“**Bond Payment Date**” means each date on which a Bond Payment shall be payable.

“**City**” means the City of Walterboro, South Carolina.

“**City Clerk**” means the municipal clerk of the City of Walterboro, South Carolina.

“**City Council**” means the City Council of the City of Walterboro, the governing body of the City or any successor governing body.

“**City Manager**” means the City Manager of the City of Walterboro, South Carolina, including any person serving in an interim, acting or other temporary capacity.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

“**Enabling Act**” has the meaning given to such term in Section 1.01 hereof.

“**Escrow Agent**” means a financial institution appointed by an Authorized Officer to hold funds for the purpose of defeasing all or a portion of the Bonds in accordance with Article VII of this Ordinance.

“**Government Obligations**” means (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities.

“**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.

“**Ordinance**” shall mean this ordinance of the City Council authorizing the issuance of the Bond.

“**Original Issue Date**” shall mean the date of delivery of the Bond to the initial purchaser thereof.

“**Outstanding**”, when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore delivered pursuant to this Ordinance except:

- (1) the Bond if cancelled or delivered to the Registrar for cancellation on or before such date;
- (2) the Bond (or any portion thereof) if deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and
- (3) the Bond if in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.05 hereof.

“**Paying Agent**” means, initially, the City, acting in such capacity through the City Clerk. A specific position or office shall be identified by the Authorized Officer to perform such function. A successor Paying Agent may be named by an Authorized Officer and in such case means any bank, trust company or national banking association which is authorized to pay the principal installments of or interest on any Bond and has the duties, responsibilities and rights provided for in this

Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance.

“**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.

“**Record Date**” means the 15th day immediately preceding each Bond Payment Date.

“**Registrar**” means, initially, the City, acting by and through the City Clerk. A successor Registrar may be named by an Authorized Officer and in such case means any bank, trust company or national banking association which is authorized to discharge the duties, responsibilities and rights of the Registrar provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance.

“**Series**” or “**Series of Bonds**” means Bonds issued hereunder as a single issue; i.e., sold and closed on the same dates with a common bond caption and Series designation.

“**South Carolina Code**” means the Code of Laws of South Carolina 1976, as amended.

“**Taxable Bond**” means a Series of Bonds that have been designated as taxable under the Code by an Authorized Officer.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

- (1) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (2) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (3) Exhibits to this Ordinance constitute an integral part hereof.
- (4) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III

ISSUANCE OF BOND

Section 3.01 Ordering the Issuance of the Bond.

(a) Pursuant to the provisions of the Enabling Act, an Authorized Officer is hereby ordered and directed to cause the issuance of the Bond to provide funds: (i) to defray the costs of the Project; and (ii) to pay the costs of issuance thereof. The Bond may be issued in a single Series, or from time to time in multiple Series. An Authorized Officer is hereby authorized to determine the final principal amount of the Bond and other items related to the sale and marketability of the Bond. The Bond shall bear a series designation as determined by an Authorized Officer, but in all cases shall include the calendar year of the issuance thereof. The Bond may, in addition to the title "City of Walterboro, South Carolina, General Obligation Bond[s]," bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series, or other general obligation bonds of the City, and shall designate the year in which the Series is issued.

(b) The City, acting through the Authorized Officer, may elect to issue separate Series of Bonds so long as each Series of Bonds otherwise conforms to the provisions contained herein. If multiple Series of Bonds are issued, all references to the Bond in this Ordinance shall be construed as referring to all Series of Bonds that may be issued under the terms hereof. Any Series of Bonds issued as a Taxable Bond shall bear an appropriate designation so as to distinguish its tax status.

Section 3.02 Maturity Schedule of the Bond.

(a) The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. The principal amount, term, rate of interest and payment details of the Bond shall be determined by an Authorized Officer, provided, however, that in no event shall the principal amount of the Bond exceed \$1,100,000. Bond Payments on the Bond shall be scheduled to occur no less frequently than annually, or more frequently as determined by an Authorized Officer. The Bond issued hereunder must be issued within five years of the date of enactment of this Ordinance, and no Bond shall mature later than 30 years from its Original Issue Date.

(b) The Bond shall be dated as of the Original Issue Date, unless an Authorized Officer and purchaser of the Bond agree otherwise.

Section 3.03 Medium of Payment; Form and Denomination of the Bond; Place of Payment.

(a) The Bond shall be payable as to principal and interest on the basis of a 360-day year, consisting of twelve thirty-day months each, 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.

(b) The Bond shall be issued in the form of one fully registered bond.

(c) The City shall serve as Paying Agent for the Bond, and the Bond Payments shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the City, which books shall be held by the City as Registrar, as provided in Section 3.06 hereof, as

the Registered Owner thereof, by check or draft mailed from the City to such Registered Owner at his or her address as it appears on such registration books in sufficient time to reach such Registered Owner on each Bond Payment Date. Payment of the final Bond Payment shall be made when the same is due and payable upon the presentation and surrender for cancellation of the Bond at the administrative office of the City; provided, however, the requirement for final presentment and surrender may be waived by a mutual, written agreement of the City and the Holder.

Section 3.04 Execution and Authentication.

(a) The Bond shall be executed in the name and on behalf of the City by the manual or facsimile signature of an Authorized Officer, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the City Clerk or other Authorized Officer (other than the officer or officers executing the Bond). The Bond may bear the manual signature of any person who shall have been such an Authorized Officer authorized to sign the Bond at the time such Bond was so executed, and shall bind the City notwithstanding the fact that his or her authorization may have ceased prior to the delivery of the Bond.

(b) The Bond shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth in the applicable form of the Bond attached hereto as Exhibit A.

Section 3.05 Exchange of the Bond.

The Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his or her duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as the Bond remains Outstanding, the City shall make all necessary provisions to permit the exchange of the Bond. Such new bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.06 Transferability and Registry.

The Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the City (acting through the City Clerk), as Registrar, shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the City shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond.

Section 3.07 Transfer of the Bond.

The Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his or her attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his or her duly authorized attorney. Upon surrender for transfer of the Bond, the City shall execute and deliver, in the name of the Person who is the transferee, a new Bond of

the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Regulations with Respect to Exchanges and Transfers.

The Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The City shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding any (i) Bond Payment Date, or (ii) date upon which the Bond will be redeemed, if any.

Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss, or theft of the Bond, and there is delivered to the Registrar such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a bona fide purchaser, the City shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor, maturity, and interest rate bearing a number unlike that of such mutilated, destroyed, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond has become or is to become due for final payment within one month, the City in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.09, the City may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the City or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section, in lieu of any destroyed, lost, or stolen Bond, shall constitute an additional contractual obligation of the City, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to this Ordinance.

(d) The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

Section 3.10 Holder as Owner of the Bond.

In its capacity as Registrar, the City may treat the Registered Owner of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes; and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Registered Owner shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

Section 3.11 Cancellation of the Bond.

The Registrar shall destroy the Bond when the same shall be surrendered to it for cancellation. In such event, the Bond shall no longer be deemed Outstanding under this Ordinance and no bond shall be issued in lieu thereof.

Section 3.12 Payments Due Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date shall be Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.13 Tax Exemption in South Carolina.

The interest on the Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of the Bond.

For the payment of Bond Payments as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the City are hereby irrevocably pledged, and there shall be levied and collected an *ad valorem* tax, without limit as to rate or amount, upon all taxable property located within the City sufficient to pay the Bond Payments until the Bond is no longer Outstanding, and to create such sinking fund as may be necessary therefor. Such levy shall be reduced to the extent that, at the time the annual millage levy for the Bond Payments is set, the City has available other amounts for the payment of amounts due on the succeeding Bond Payment Date and has deposited the same into the sinking fund established for the payment of the Bond Payment.

Section 3.15 Failure to Present Bonds.

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of the Bond, or the interest thereon, which remains unclaimed for such period of time, after the date when the Bond has become due and payable, that

the Registered Owner thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the City pay such money to the City as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Registered Owners shall look only to the City for the payment of such Bond; provided, however, the Paying Agent shall forward to the City all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the City, the Paying Agent, at the expense of the City, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Registered Owners of those who would take if the Registered Owner shall have died.

Section 3.16 Form of the Bond.

The form of the Bond and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance.

[End of Article III]

ARTICLE IV
REDEMPTION OF BOND

Section 4.01 Redemption of the Bond.

The Bond shall be subject to redemption prior to maturity at such times and in such amounts and upon such terms as may be determined by an Authorized Officer.

Section 4.02 Election to Redeem.

In the event that the City shall, in accordance with the provisions of Section 4.01 hereof, elect to redeem the Bond, it shall give notice to the Registrar and the Paying Agent of each optional redemption. Such notice shall specify the date fixed for redemption and the Bond which is to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar and the initial purchaser of the Bond.

Section 4.03 Notice of Redemption.

(a) When the Bond is to be redeemed, the Registrar shall give notice of the redemption of the Bond in the name of the City specifying: (i) the Bond (or, as applicable the particular Series thereof), and maturities to be redeemed; (ii) the redemption date; (iii) the redemption price (or calculation thereof); (iv) the number and other distinguishing marks of the Bond to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bond is conditioned upon any event; and (vii) in the case of a partial redemption, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon the Bond to be redeemed the redemption price thereof, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bond will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the Registered Owner of the Bond or portions of the Bond that are to be redeemed at the addresses which appear upon the registry books of the Registrar. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the redemption price of the Bond to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bond or portions thereof to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price specified therein, and upon presentation and surrender thereof at the place specified in such notice, the Bond or portions thereof shall be paid at the redemption price on the redemption date; provided, however, that in the event of any conditional provision in the notice, the Bond will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price, or any conditional provision in the notice shall not have been satisfied as of the redemption date), the Bond shall cease to bear interest,

and the Bond shall no longer be considered as Outstanding hereunder. If money sufficient to pay the redemption price has not been made available by the City to the Paying Agent on the redemption date, the Bond shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

Section 4.04 Deposit of Redemption Price.

On or before any date fixed for redemption of the Bond, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Registered Owner thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the redemption price of the Bond or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 4.04 is inapplicable.

Section 4.05 Partial Redemption of Bond.

In the event part, but not all of the Bond shall be selected for redemption, upon presentation and surrender of such Bond (or by mutual agreement as permitted by Section 3.03(c) hereof) by the Registered Owner thereof or his or her attorney duly authorized in writing (with, if the City or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Registrar duly executed by, the Holder thereof or his or her attorney duly authorized in writing) to the Registrar, the City shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of any authorized denomination of like tenor. The Bond, if so presented and surrendered, shall be cancelled in accordance with Section 3.11 hereof.

[End of Article IV]

ARTICLE V
SALE OF BOND

Section 5.01 Sale of the Bond.

The Bond shall be sold at public sale, at a price not less than par plus accrued interest to the date of delivery. Bids shall be solicited on the basis of an official notice of sale, the form of which is attached hereto as Exhibit B (the “*Notice of Sale*”), as may be modified or amended by an Authorized Officer with the advice of the Financial Advisor (as defined herein). Unless all of the bids are rejected, the award of the Bond shall be made to the party offering the terms most advantageous to the City. An Authorized Officer, in his or her sole discretion, shall determine what grounds constitute the terms most advantageous to the City, considering the total interest cost to the City and any terms or conditions specific to each bid, with the basis of such award to be set forth in the Notice of Sale. The Authorized Officer may reserve the right, on behalf of the City, to waive any irregularities and negotiate final terms in order to secure the most advantageous bid.

Section 5.02 Notice of Sale.

In accordance with the Enabling Act, the Notice of Sale shall be published in *The State*, *The Post and Courier*, or any other newspaper of general circulation in the State as determined by the Authorized Officer. The Notice of Sale shall appear at least once, not less than 7 days before the date set for said sale.

In lieu of publishing the Notice of Sale in its entirety, an Authorized Officer may elect to publish an abbreviated form of such notice and provide the entire Notice of Sale to those parties who may request the same. The summary notice of sale shall be published on the same terms described in the foregoing paragraph. A form of the summary notice of sale is attached hereto as Exhibit C; such form shall be subject to change in the sole discretion of the Authorized Officer.

Section 5.03 Authorization to Negotiate Sale in Certain Circumstances.

- (a) Notwithstanding Sections 5.01 or 5.02 above, an Authorized Officer may negotiate the sale of the Bond directly with a purchaser in either of the following circumstances:
- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
 - (2) If the Bond is being sold in an amount not exceeding \$1,500,000 and if it matures not later than ten years from its Original Issue Date, the sale of the Bond may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bond. In negotiating the sale of the Bond, an Authorized Officer is further authorized, but not required, to solicit bids from qualified lenders

for the purchase of the Bond and the award of any such solicitation shall be made under the same standards as provided in Section 5.01 above.

(b) If the Bond is sold under the provisions of this section, notice of the sale of the Bond (meeting the requirements of 11-27-40(4) of the South Carolina Code and in the form attached hereto as Exhibit D) shall be given not less than seven days prior to delivery of the Bond.

[End of Article V]

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bond shall be paid to the City, shall be deposited into the Bond Account Fund, and shall be expended and made use of by the City Council to fund the Project. Notwithstanding the foregoing, costs of issuance may be paid directly to the respective recipients thereof at closing in lieu of the deposit of such funds in the Bond Account Fund. Pending the use of Bond proceeds, the same shall be invested and reinvested by the City in Authorized Investments. All earnings from such investments shall be applied, at the direction of an Authorized Officer, either (1) to defray the cost of the Projects for which the Bond is issued and if not required for this purpose, then (2) to pay the first maturing Bond Payment on the Bond; if any balance remains, it shall be held by the City in a special fund, invested by the City Clerk in Government Obligations, with a yield not in excess of the yield on such Bond and used to effect the retirement thereof. Neither the purchaser nor Holder of the Bond shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

ARTICLE VII

DEFEASANCE OF BOND

Section 7.01 Defeasance.

(a) If the Bond issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of this Ordinance hereunder, and all other rights granted thereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

- (1) The Escrow Agent shall hold at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the principal installment and interest, or redemption price, thereof; or
- (2) If default in the payment of the principal of the Bond or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or
- (3) If the City shall elect to provide for the payment of the Bond prior to its stated maturity and shall have deposited with the Escrow Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay when due the principal installments, redemption price, and interest due and to become due on the Bond on and prior to its maturity date or redemption date, as the case may be. In the event that the City shall elect to redeem the Bond prior to its stated maturity, the City shall proceed in the manner prescribed by Article IV hereof and provide irrevocable direction to redeem the Bond.

Neither the Government Obligations nor moneys deposited with the Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installment and interest, or redemption price, of the Bond; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Escrow Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal installment, interest, or redemption price, to become due on the Bond on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the principal installment and interest, or redemption price, may be paid over to the City, as received by the Escrow Agent, free and clear of any trust, lien or pledge.

(b) In addition to the above requirements of paragraphs (a)(1), (2), and (3), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Escrow Agent shall have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Escrow Agent, as applicable, shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal installments and interest, or redemption price, of the Bond, to pay to the Registered Owner of Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the City for the purpose of paying and discharging the Bond shall be and are hereby assigned, transferred, and set over to the Escrow Agent, as applicable, in trust for the Registered Owner of the Bond, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of the Bond shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the City.

(f) Any Escrow Agent shall be appointed by an Authorized Officer and shall accept in writing its acceptance to its obligations under this Ordinance.

[End of Article VII]

ARTICLE VIII

CERTAIN TAX AND DISCLOSURE CONSIDERATIONS

Section 8.01 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 Bond, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Bonds*, 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 8.01, including its certification on reasonable grounds that the Bond is not an “arbitrage bond” 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 Bond to become includable in the gross income of the Registered Owner thereof for federal income tax purposes pursuant to the provisions of the Code. Without limiting the generality of the foregoing, the City represents and covenants that:

- (1) All property financed or refinanced with the proceeds of the Bond will be owned by the City or another political subdivision of the State so long as the Bond is 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 Bond, 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) more than 5% of such proceeds, but in no event more than \$5,000,000, 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 Bond that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, or Code provision.

- (4) The City will not sell, or permit any other party to sell, any property financed or refinanced with the Bond to any person unless it obtains an opinion of Bond Counsel that such sale will not affect the tax-exempt status of the Bond.
- (5) The Bond will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The City shall not enter into, or permit any other party to enter into, any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Bond and will not enter into any such leases or contracts unless it obtains the opinion of Bond Counsel that such action will not affect the tax-exempt status of the Bond.

(c) *Arbitrage Bonds, Rebate.* The City covenants that no use of the proceeds of the sale of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond, would have caused the Bond to be an “arbitrage bond” as defined in the Code, and to that end the City shall:

- (1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bond is Outstanding;
- (2) establish such funds, make such calculations, and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States Government;
- (3) make such reports of such information at the time and places required by the Code; and
- (4) take such other action as may be required to assure that the tax-exempt status of the Bond will not be impaired.

(d) *Tax Certificate.* An Authorized Officer is hereby authorized and directed to execute, at or prior to delivery of the Bond, a certificate or certificates specifying actions taken or to be taken by the City, and the reasonable expectations of such officials, with respect to the Bond, the proceeds thereof, or the City. The City agrees to comply with its undertakings on its part set forth in any such certificate delivered with respect to Bond.

(e) *Taxable Bond.* Prior to or upon the issuance of the Bond, an Authorized Officer may, in consultation with Bond Counsel, designate the Bond or a Series thereof as Taxable Bonds. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds. The above provisions of this Section 8.01 shall not be applicable to any Series of Taxable Bonds.

(f) *Bank Qualified.* The City (together with any subsidiary entities under the control of the City and any entities that issue obligations on behalf of the City) expects to issue no tax-exempt obligation in calendar year 2026 that, along with the Bond, would aggregate more than

\$10,000,000. Accordingly, the Bond is hereby designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.

(g) *Reimbursement Declaration.* The City hereby declares its intention to reimburse itself for costs incurred for the Project with the proceeds of Bond. To that end, the City Council confirms and ratifies the terms of that certain Reimbursement Resolution adopted by City Council on November 11, 2025.

Section 8.02 Continuing Disclosure.

(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 Bond, 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 8.02 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) As may be mutually agreed by an Authorized Officer and the purchaser of the Bond, the City shall provide financial information to the purchaser, including the provision of annual audited financial statements within a fixed period or by a set date. Any failure by the City to comply with this paragraph, or an agreement or covenant authorized hereby, shall be enforceable solely by an action for specific performance to provide the appropriate documents or information, and shall not be a default under this Ordinance or the Bond.

[End of Article VIII]

ARTICLE IX
MISCELLANEOUS

Section 9.01 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance 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 Ordinance.

Section 9.02 Successors.

Whenever in this Ordinance the City is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the City, and all the covenants and agreements contained in this Ordinance or by or on behalf of the City shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.03 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the City hereby determined 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 Holders of the Bond.

Section 9.04 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the City Clerk and in the office of the Clerk of Court of Colleton County, South Carolina (as a part of the Record of Proceedings for the Bond).

Section 9.05 Further Action by Officers of the City.

The Authorized Officers are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them. In the absence of any officer of the City Council herein authorized to take any act or make any decision, the Mayor Pro Tempore is hereby authorized to take any such act or make any such decision.

Section 9.06 Notice Pursuant to Section 11-27-40, paragraph 8 of the South Carolina Code.

In order that the City Council may proceed as soon as possible to issue and deliver the Bond authorized hereby, an Authorized Officer may determine that the City avail itself of the provisions of paragraph 8 of Section 11-27-40 of the South Carolina Code. If such determination is made, the notice of enactment prescribed thereby shall be published, the form of which shall be substantially as set forth in Exhibit E attached hereto.

Section 9.07 Professional Services.

The City Council hereby authorizes, approves or ratifies, as applicable, the engagement of Pope Flynn, LLC to act as Bond Counsel and PFM Financial Advisors LLC to act as financial advisor (the “*Financial Advisor*”), in connection with the issuance of the Bond. The City Council further 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 Bond, as is necessary and desirable.

Section 9.08 Effective Date of Ordinance.

This Ordinance shall take effect upon its second reading and shall be forthwith codified in the City’s Code of Ordinances.

[End of Article IX]

DONE, RATIFIED AND ENACTED this 14th day of July 2026.

**CITY OF WALTERBORO,
SOUTH CAROLINA**

(SEAL)

Mayor

Attest:

City Clerk
City of Walterboro, South Carolina

First Reading: June 2, 2026
Public Hearing: July 14, 2026
Second Reading: July 14, 2026

EXHIBIT A
FORM OF BOND

WITH THE CONSENT OF THE PURCHASER, AND NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THE ORDINANCE, THE BOND MAY BE SOLD OR TRANSFERRED ONLY TO SUBSEQUENT PURCHASERS WHO EXECUTE AN INVESTMENT LETTER DELIVERED TO THE CITY, IN FORM SATISFACTORY TO THE CITY, CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO THE SUITABILITY OF SUCH PURCHASERS TO PURCHASE AND HOLD THE BOND. SUCH RESTRICTION SHALL BE SET FORTH ON THE FACE OF THE BOND AND SHALL BE COMPLIED WITH BY EACH TRANSFEREE OF THE BOND.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF WALTERBORO
GENERAL OBLIGATION BOND
SERIES 2026

No. R-1

\${_____}

Registered Holder:

Principal Amount: _____ Dollars (\$_____)

The City of Walterboro, South Carolina (the “*City*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above.

This Bond is issued in the principal amount of _____ Dollars (\$_____) for purposes authorized by and pursuant to and in accordance with the Constitution and statutes of the State, including particularly the provisions of Sections 5-21-210 through 5-21-500 and Section 11-27-40, Code of Laws of South Carolina 1976, as amended, and an ordinance (the “*Ordinance*”) duly enacted by the City Council of the City (the “*City Council*”) on _____, 2026. Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Colleton County, South Carolina and in the office of the City Council.

This Bond shall be payable with respect to principal on _____ 1 of each year, beginning _____ 1, 202_, through _____ 1, 202_, the date of final maturity of this Bond (the “*Final*”

Maturity”), and shall be payable with respect to interest each _____ 1 and _____ 1 (the “**Bond Payment Dates**”) beginning _____ 1, 202_, through and including the Final Maturity. The payments due on the Bond Payment Dates (the “**Bond Payments**”) are set forth at Exhibit A hereto. This Bond shall bear interest at the rate of _____% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months, from the Original Issue Date of this Bond and shall be paid by way of the Bond Payments to the person in whose name this Bond is registered at the close of business on the fifteenth day of the month next preceding each Bond Payment Date. The Bond Payments shall be payable by check or draft mailed at the times provided herein from the City to the person in whose name this Bond is registered at the address shown on the registration books. The Bond Payments 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.

[The City and the Registered Holder have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Registered Owner will either (1) present and surrender this Bond, (2) provide other indicia of satisfaction, or (3) [insert mutually agreed mechanism].]

[INSERT REDEMPTION PROVISIONS]

If this Bond is called for redemption, the Registrar will give notice to the Registered Owner of this Bond in the name of the City, of the redemption of such Bonds, or portions thereof. Notice and redemption conditions shall otherwise comply with Article IV of the Ordinance.

FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND AS IT MATURES AND FOR THE CREATION OF SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR, THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY ARE HEREBY IRREVOCABLY PLEDGED, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX, WITHOUT LIMIT, ON ALL TAXABLE PROPERTY IN THE CITY SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND AS THEY BECOME DUE AND PAYABLE AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

This Bond is issued in the form of one fully registered bond and is transferable, as provided in the Ordinance, only upon the registration books of the City kept for that purpose at the offices of the City by the registered Holder in person or by his or her duly authorized attorney upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his or her duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered bond of like interest rate and principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The City may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of this Bond, the City may make a charge sufficient to reimburse itself for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

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

It is hereby certified and recited that all acts, conditions, and things required to exist, happen, and to be performed precedent to and in the adoption of the Ordinance and in the issuance of this Bond in order to make the legal, valid, and binding general obligation of the City in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of this Bond does not exceed or violate any constitutional, statutory, or other limitation upon the amount of indebtedness prescribed by law.

In any case where the Bond Payment Date shall be Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the manual signature of the Mayor of the City, attested by the manual signature of the City Clerk, and the seal of the City impressed hereon.

**CITY OF WALTERBORO,
SOUTH CAROLINA**

(SEAL)

Mayor

Attest:

City Clerk
City of Walterboro, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond has been registered in the name of [PURCHASER], on the registration books kept by the City Clerk, as Registrar.

City Clerk, as Registrar
City of Walterboro, South Carolina

(FORM OF ASSIGNMENT)

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

within bond and does hereby irrevocably constitute and appoint

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature

(Authorized Officer)

Notice: The signature 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 enlargement or any change whatever.

EXHIBIT B

FORM OF OFFICIAL NOTICE OF SALE

\$1,100,000*
CITY OF WALTERBORO, SOUTH CAROLINA
GENERAL OBLIGATION BOND
SERIES 2026

NOTICE IS HEREBY GIVEN that electronic bids, addressed to the City of Walterboro, South Carolina (the “**City**”), will be received by the City until [12:00 p.m.] (local time) on

[Wednesday], [August 5, 2026] (the “Date of Sale”)

at which time said bids will be opened in the offices of the City for the purchase of a commercial loan to be evidenced by \$1,100,000* General Obligation Bond, Series 2026, of the City of Walterboro, South Carolina (the “**Bond**”).

- Issuer:* City of Walterboro, South Carolina.
- Par Amount:* The preliminary par amount is \$1,100,000*; however, the City has the right to adjust the total par amount and estimated annual principal amounts as shown on **Exhibit A**, attached hereto, prior to closing. However, in no event shall the par amount of the Bond exceed \$1,100,000.
- Purposes:* The Bond is being issued for the purposes (i) the rehabilitation, improvement, upgrade, and demolition of City-owned buildings and facilities; (ii) the construction and equipping of the water tower park; (iii) the construction and improvement of boardwalk facilities, including an observation tower; and (iv) the acquisition of various items of equipment.
- Tax Treatment:* Tax-exempt, not subject to alternative minimum tax (AMT) treatment. The City will covenant and agree that it will not take any actions which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the income of holders of the Bond for federal income tax purposes pursuant to the provisions of Section 103 of the Internal Revenue Code of 1986, as amended (the “**Code**”).
- Bank Qualified:* The Bond will be designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.
- Legal Authority:* Pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, Title 5, Chapter 21 of the Code of Laws of South Carolina 1976, as amended, and Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, the City is authorized to issue general obligation debt for any corporate or public purpose. The Bond is further authorized by an ordinance of the City Council of the City of Walterboro, dated July 14, 2026 (the “**Ordinance**”), a copy of which is

* Preliminary, subject to change.

available upon request. All capitalized terms used but not otherwise defined shall have the meaning ascribed thereto in the Ordinance.

The Bond: The Bond will be issued as a single bond, in registered form and will be dated as of its date of delivery, which is expected to be [September 9], 2026 as described in *Anticipated Delivery* below. Interest on the Bond will be a single, fixed rate of interest, computed on a 30/360 basis (calculated on the basis of a 360-day year consisting of twelve-30 day months). Bidders shall specify the rate of interest per annum that the Bond is to bear, to be expressed in multiples of 1/100 of 1%. The City requests that bidders submit a bid for the Bond based on the maturity schedule attached as Exhibit A hereto.

Security: As security for the payments of the principal of and interest on the Bond (the "**Bond Payments**"), the full faith, credit, and taxing power of the City are irrevocably pledged and there shall be levied an ad valorem property tax, without limit as to rate or amount, upon all taxable property located within the City sufficient to pay the Bond Payments until the Bond is no longer outstanding.

Outstanding Bonds: The City presently has no outstanding general obligation bonds.

Principal Payment Dates: Annual principal payments on the Bond will be due on _____ 1 of each year, beginning _____ 1, _____, until the final maturity date.

Interest Payment Dates: [Annual/Semi-Annual] interest payments shall be due on _____ 1 and _____ 1 of each year, beginning _____ 1, _____, until the Bond matures or is otherwise redeemed.

Denominations: The Bond will be issued in a single denomination equal to the par amount thereof.

Redemption Provisions: The City is interested in evaluating prepayment flexibility. Proposals with multiple redemption options are permitted.

Paying Agent, Registrar: City of Walterboro, South Carolina.

Rating: The City has no plans to apply for bond ratings directly related to the Bond.

Award of the Bond: Although the selection will be based substantially on the lowest total financing cost (including total interest cost, plus any upfront fees and expenses), the City reserves the right to award the Bond to the bidder proposing the most advantageous terms to the City (as determined by the City).

All bids shall be final and binding. The successful bidder will be notified of the award within twenty-four (24) hours from the Date of Sale. Any bid for less than one hundred percent (100.0%) of the principal amount of the Bond will be rejected. The right is reserved to reject any and all bids and to waive informalities in any and all bids. Each bid must clearly state, and the City

reserves the right to reject any bid that contains, any covenants, conditions, provisions, or requirements that may be in addition to the stated terms and conditions set forth in this Official Notice of Sale. Bids shall not be contingent upon or subject to further credit approval. All costs and expenses associated with a bid shall be fully disclosed as absolute figures and will be considered in awarding the Bond.

Any accepted bid will be subject to official acceptance by the City.

Yield Maintenance:

The successful bidder will not be allowed to receive an after tax yield or gross up on the interest remaining on the then outstanding principal amount of the Bond upon the occurrence of a determination of taxability or in the event of a change in the successful bidder's corporate tax rate. Additionally, bids that require contractual provisions specifying future interest rate adjustments related to events of default are not permitted.

Anticipated Delivery:

The Bond is offered when, as, and if issued. The Bond will be dated the date of delivery and is expected to be delivered on or about [September 9], 2026. Delivery of a properly executed Bond will be made in Walterboro, South Carolina, or such other place as is mutually agreed upon by the City and the purchaser, at the expense of the City, accompanied by a transcript of the record of the proceedings, a Signature and No-Litigation Certificate, and the unqualified approving opinion of Pope Flynn, LLC, as Bond Counsel ("**Bond Counsel**"). The proceeds of the Bond shall be made in immediately available Federal funds by wire transfer as directed by the City on or prior to closing. The amount of the payment shall be equal to the principal amount bid.

Submission of Bids:

Bids are due by [Wednesday, August 5, 2026] AT [12:00 P.M.] (LOCAL TIME) by email.

E-Mail Delivery. Bidders are required submit bids to the City by email to the individuals listed below. Any delay in receipt of an email bid, or any incompleteness or illegible portions of any bid, will be the responsibility of the bidder.

Bids should be transmitted to the following individuals on a term sheet incorporating the information in this Official Notice of Sale and transmitted to the following:

Jeff Molinari, City Manager
Email: jmolinari@walterborosc.org

Emily R. Temple, CPA, Director of Finance
Email: etemple@walterborosc.org

Jay Glover, Financial Advisor
Email: gloverj@pfm.com

Lawrence Flynn, Bond Counsel
Email: lflynn@popeflynn.com

*Audited Financial
Statements:*

Copies of the City's audits (for the last three years) and a copy of the current budget can be accessed via the following link:

<https://www.walterborosc.org/financial-documents>

Representations:

The successful bidder for the purchase of the Bond (the "**Bank**") will be required to execute a letter to the City acknowledging, among other things, that (1) no official statement or other offering material has been furnished other than the notice of sale; (2) it had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and attorneys of the City; (3) it has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (4) it is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the Federal securities laws; and (5) it is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein.

The Bank will also be required to covenant that it will not voluntarily dispose of all or any portion of the Bond unless it procures from each assignee thereof representations and covenants in form and content made therein.

Loan Treatment:

BY SUBMITTING A BID IN RESPONSE TO THIS NOTICE OF SALE, EACH BIDDER ACKNOWLEDGES AND REPRESENTS TO THE CITY THAT (1) NO OFFICIAL STATEMENT OR OTHER OFFERING MATERIAL WILL BE FURNISHED OTHER THAN THIS NOTICE OF SALE; (2) THE BIDDER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AND THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF MAKING THE COMMERCIAL LOAN TO BE EVIDENCED BY THE BOND AND IS FINANCIALLY ABLE TO BEAR THE ECONOMIC RISK OF HOLDING THE BOND; (3) NO CUSIP NUMBER WILL BE OBTAINED FOR THE BOND; AND (4) THE BIDDER INTENDS TO ACQUIRE THE BOND SOLELY FOR ITS OWN ACCOUNT AS A VEHICLE FOR MAKING A COMMERCIAL LOAN AND WITH NO PRESENT INTENTION TO DISTRIBUTE OR RESALE THE BOND OR ANY PORTION THEREOF.

Additional Information: Any questions regarding this Official Notice of Sale should be directed in writing, via e-mail, to the City's Financial Advisor, PFM Financial Advisors LLC, using the e-mail address above. All questions will be answered via email with a copy to each firm.

EXHIBIT A
PROPOSED MATURITY SCHEDULE

EXHIBIT C

FORM OF SUMMARY NOTICE OF SALE

Bids will be received by the City of Walterboro, South Carolina, at [12:00 p.m.] (Eastern Time) on [Wednesday], [August 5], 2026, pursuant to the Official Notice of Sale dated [July 8, 2026] with respect to the sale of the \$[1,100,000] General Obligation Bond, Series 2026 of the City of Walterboro, South Carolina. The par amount of the bond is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information is available from Jay Glover, Financial Advisor to the City (email: gloverj@pfm.com).

EXHIBIT D

**NOTICE OF PRIVATE SALE
\$ _____ GENERAL OBLIGATION BOND,
SERIES 2026 OF THE CITY OF WALTERBORO, SOUTH CAROLINA**

The City of Walterboro, South Carolina intends, on or about _____, 2026, to deliver to _____ its [\$1,100,000] General Obligation Bond, Series 2026 (the "**Bond**"). The Bond was sold at par to _____. The Bond shall bear interest at the rate of _____% per annum calculated on the basis of a 360-day year consisting of twelve 30-day months, from the date of the Bond. The principal and interest on the Bond shall be paid by way of an annual amortized payment in the amount of \$ _____ due and payable on _____ of each of the years 20__ through 20__ to the person in whose name the Bond is registered at the close of business on the fifteenth day of the month next preceding each bond payment date.

EXHIBIT E

FORM OF NOTICE OF ENACTMENT

Notice is hereby given that on July 14, 2026, the City Council of the City of Walterboro, enacted an ordinance entitled “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.”

RESOLUTION # 2026-R-07

A RESOLUTION TO FORMALLY RECOGNIZE AND OFFER COMMENDATION TO CHIEF BARRY MCROY, COLLETON COUNTY FIRE-RESCUE, FOR 34 YEARS OF SERVICE TO THE CITIZENS OF COLLETON COUNTY

WHEREAS, Barry McRoy began his Fire Service Career as a teenager in 1977 in Savannah, Georgia as a volunteer with the Chatham County Fire Department. Later he moved to Atlanta to expand his education and experience in his chosen profession with Dekalb County Fire-Rescue, obtaining the rank of Lieutenant; and

WHEREAS, He joined his family in Walterboro in 1991 and worked as an active volunteer with the Colleton Rural Fire Department, while supporting the family business, BMK Distributors; and

WHEREAS, In his early days he constructed the County's first map book road atlas for fire departments, law enforcement, and EMS using rulers and legend cutouts without the use of computers or electronic media; and

WHEREAS, As the Fire-Rescue Department grew over time, it was due in large measure to Barry's experience and knowledge that shepherded in innovations such as Enhanced 911 service and central dispatch. In 1999, he was named full-time Chief of Colleton County Fire-Rescue; and

WHEREAS, Several new fire stations were constructed enabling many citizens to obtain ISO Class 3 insurance, lowering their rates significantly. A fleet management program was initiated, a hazardous materials response team was established, a logistics program for standardization of equipment was implemented, and Fire-Rescue relocated to Mable T. Willis Blvd.; and

WHEREAS, In 2004, Chief McRoy, also a Paramedic, assumed responsibility for Emergency Medical Services and immediately began implementing improvements, such as cross-training all personnel Fire-Rescue and EMS, introduced 12/15 lead ECG and CPAP, and a set of standing orders that would lead the way to competent patient care in the prehospital setting; and

WHEREAS, In 2011, Chief McRoy was successful in bringing Air Medical Transport to Colleton County, which evolved in the C.A.R.E. (Colleton Air Rescue Evac) Flight Program, based at HCA Colleton Hospital in Walterboro. County Firefighter-Paramedics staff the helicopter with personnel from the MedTrans Corp. as a regional asset for the Lowcountry of South Carolina; and

WHEREAS, In 2018, Chief McRoy guided the Fire-Rescue Department in assuming the Emergency Management responsibilities for Colleton County, including all its municipalities, to ensure that that the county's resources were best poised to prepare for, respond to, and recover from emergencies and disasters that affect all Colleton County citizens; and

WHEREAS, In 2019, under the direction of Chief McRoy, a prehospital whole blood administration program was conceived, approved and implemented, changing the scope of practice

for Paramedics in the State of South Carolina. This was one of only four such programs authorized in the United States at the time. This is a lifesaving benefit for certain trauma victims; and

WHEREAS, In 2021, the Municipal Association of South Carolina recognized Colleton County Fire-Rescue for its Whole Blood Administration Pilot Program; and

WHEREAS, In 2022, Colleton County was named a “Fire Safe Community” by the State Fire Marshall’s Office for the Colleton County Fire- Rescue Risk-Reduction Plan for 2023; and

WHEREAS, In 2023, Colleton County Fire-Rescue was awarded the South Carolina EMS Large System of the Year; and

WHEREAS, Chief Barry McRoy retired as Chief of Colleton County Fire-Rescue on November 30, 2025.

Now Therefore Be It Resolved, by the Mayor and the City Council of the City of Walterboro, in Council Assembled that the City of Walterboro formally offers its appreciation and commendation to Chief Barry McRoy for 34 years of distinguished public service in Colleton County.

Be it further resolved that we extend our best wishes to Chief McRoy for a well-deserved, relaxing and happy retirement.

Done, this 2nd day of June, 2026.

James D. Broderick
Mayor

Attest:

Adrienne Nettles
City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: City Manager

DATE: June 2, 2026

SUBJECT: Consideration of Lease Purchase Proposals for 2026 Ford F-450 Chassis Cab and Caterpillar 430 Backhoe

The Finance Department solicited proposals from seven (7) local financial institutions to finance the purchase of a 2026 Ford F-450 Chassis Cab and Caterpillar 430 Backhoe. The City received two (2) proposals:

Financial Institution	Term	Rate	Fees
South State Bank	5 years	4.04% APR	\$250.00
Enterprise Bank	5 years	6.25% APR	\$285.00

City staff recommends South State Bank to finance the purchase of the equipment with an interest rate of 4.04%. If you have any questions, comments or concerns, please do not hesitate to contact me or come by City Hall at your convenience.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachments



May 13, 2026

To: City of Walterboro
Attn: Ms. Emily R. Temple, Finance Director
300 Hampton Street
Walterboro, SC 29488

Re: Financing for 2026 Ford F-450 Chassis Cab and Caterpillar 430 Backhoe

To Whom It May Concern:

This letter is in reference to financing for a 2026 Ford F-450 Chassis Cab and a Caterpillar 430 Backhoe. The proposal for each loan will be structured the same, with a term of five years, with principal and interest payments due annually. The interest rate for the loan will be 6.25%.

Enterprise Bank of South Carolina will charge a \$250 document preparation fee on each loan, as well as a \$35 VSI fee.

Please let me know if any additional information is needed regarding this financing request. I can be reached at 803-259-3536 or Jared@ebsc.bank. Thank you for your time and consideration.

Sincerely,

Jared A. Polk

Senior Vice President



SouthState
NON-BINDING TERM SHEET

May 22, 2026

Emily R. Temple
Finance Director
City of Walterboro
300 Hampton Street
Walterboro, SC 29488

Re: City of Walterboro (the "City")
Financing of a 2026 F450 Chassis Cab DRW and CAT Backhoe 430, \$230,110, Equipment Lease
Purchase Financing (the "Financing")

SouthState Bank, N.A. (the "Bank") is pleased to submit the following summary of terms and conditions, for discussion purposes only, in order to facilitate further discussion regarding the above referenced transaction. This non-binding term sheet is intended only as an outline of certain material terms of the requested Loan and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested Loan and does not represent a commitment to extend credit or advance funds.

Since this request was circulated to the Bank directly by the City, we are proceeding under the assumption that the City is conducting a qualified competitive solicitation or a negotiated placement on its own behalf. As such, we assume no role as or responsibility for providing 'advice' as would be construed under any securities regulations and are merely providing loan terms in response to the request.]

A. FINANCING DESCRIPTION

Borrower: City of Walterboro, SC
Amount: Not to exceed \$230,110.00
Facility Type: Bank Qualified Tax-Exempt Lease Purchase
Purpose: The City will use proceeds of the Financing to purchase certain equipment, to include a 2026 F450 Chassis Cab DRW and CAT Backhoe 430 (the "Equipment")

B. FINANCING TERMS

Interest Rate: The fixed rate below assumes that the Financing will display the features incorporated in this Term Sheet, to include the Security cited below, and such rate will be held through the anticipated closing date of May 22, 2026.
4.04%

<i>Maturity:</i>	5 years from closing.
<i>Repayment:</i>	Annual lease payments payable beginning in May 2027, and on the first business day of each year thereafter to Maturity.
<i>Interest Calculation:</i>	30 / 360
<i>Origination Fee:</i>	None

C. OTHER TERMS AND CONDITIONS

<i>Prepayment:</i>	The Financing will not be subject to prepayment prior to maturity.
<i>Security:</i>	The Financing will be structured as a lease purchase and secured solely by a priority lien on the Equipment. The Financing will not constitute a general obligation of the City and the full faith, credit and taxing power of the City will not be pledged to secure the Financing. The Bank will require proof of insurance coverage on the Equipment.
<i>Documentation:</i>	The Bank anticipates and accepts standard Borrower-prepared lease purchase documents, subject to further legal review.
<i>Non-Appropriation:</i>	The City must give notice to the Bank of any decision not to appropriate payments under the Financing. The City may not elect to appropriate certain lease payments but not others.
<i>Reporting Requirements:</i>	Annual financial statements or Comprehensive Annual Financial Reports (CAFR's) are due within 270 days of fiscal year end and annual budgets to include annual appropriation of lease payments are due 30 days prior to the start of the fiscal year.
<i>Determination of Taxability:</i>	The tax-exempt interest rate will be subject to gross up upon an event of taxability [or loss of bank qualified status] resulting from any action or inaction on the part of the Borrower.
<i>Closing Costs:</i>	\$250 processing fee.
<i>Premise of Lending:</i>	For the purposes of this bid, the Bank is making a commercial loan to the Borrower. Several conditions exist and are relied upon to determine that this is a commercial loan. Among other conditions, (i) no official statement or other offering materials have been furnished, (ii) the Bank is both knowledgeable and experienced in these financial and business matters and is capable of evaluating the merits and risks of making a commercial loan to be evidenced by the Loan and is financially able to bear the economic risk of holding the Loan, (iii) no CUSIP number will be obtained for the Loan, and (iv) the Bank intends to extend the Loan solely for its own account with no intent to distribute or resell the Loan or any portion thereof.

*Municipal Advisor
Disclosure:*

The terms of the loan described herein have been prepared by the Bank solely for information purposes. The Bank is not recommending an action or providing any advice to the Borrower. The Bank is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in their own interest. The Borrower is expected to seek the advice of the IRMA and any other professional advisors which they deem appropriate for the credit facility described herein, especially with respect to any legal, regulatory, tax or accounting treatment.

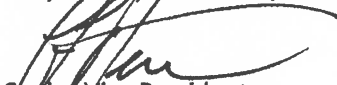
Regulatory Oversight:

Based on the Premise of Lending above and the Bank's role in this transaction (not as an advisor, underwriter or placement agent), it should be understood that the Bank, as lender, is regulated by the Officer of the Comptroller of the Currency (OCC) and not by any body having oversight in the municipal securities industry.

Confidentiality:

The terms of this Term Sheet are confidential and, except for disclosure on a confidential basis to the Borrower's financial advisors, accountants, attorneys and other professional advisors retained by the Borrower for use in connection with the proposed financing or as may be required by law, may not be disclosed in whole or in part by the Borrower or any such financial advisors, accountants, attorneys or other professional advisors to any other person or entity without the Bank's prior written consent. If this Term Sheet is being delivered to a financial advisor or person other than the Borrower, by receipt and use by such advisor or other person in connection with the proposed transaction, such advisor or other person agrees to be bound by the confidentiality terms set forth above.

Respectfully Submitted,



Senior Vice President
SouthState Bank, N.A

RESOLUTION NO. 2026-R-08

Resolution Approving Financing Terms

WHEREAS: The City of Waltherboro (the “City”) has previously determined to undertake a project for the financing of a 2026 F450 Chassis Cab DRW and CAT Backhoe 430 (the “Project), and the Director of Finance has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through South State Bank, N.A., in accordance with the proposal dated May 22, 2026. The amount financed shall not exceed \$230,110, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.04%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. The Mayor is hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Director of Finance is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Director of Finance is authorized to approve changes to any Financing Documents previously signed by the Mayor, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Director of Finance shall approve, with the Director of Finance’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City’s official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the South State Bank, N.A. financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City’s general fund or any other City fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 2nd day of June, 2026

ATTEST:

Adrienne M. Nettles, City Clerk

James Broderick, Mayor

CITY OF WALTERBORO
PARADE/PROCESSION PERMIT REQUEST

(PLEASE PRINT INFORMATION REQUESTED)

Application Date: 4/1/2026

1. **Person submitting application: Latosia Simmons**
Address: 287 Otis Road Walterboro SC 29488
Telephone: 843-635-4411

2. **Name of Organization: Juneteenth Headquarters Festival and Parade** 2026
Chairperson/President: Latosia Simmons
Address: 287 Otis Road Walterboro SC 29488
Telephone: 843-635-4411

3. **Date/Time of Parade:** June 20, 2026 Ⓢ 10:00 AM
Parade Route requested (Attach Sketch) Christmas Parade Route
Start at the Civic Center, up to traffic light, left on
Selfreps, First Right on Washington St. Right on Memorial
Back at Civic Center

6. **Number of Vehicles/Floats:** 80 **Number of Animals:** 0

7. **Portion (width) of street parade will occupy:** The whole width

8. **Additional Information (Upon Request):**

- 9.

Latosia Simmons
Signature/Parade Chairman

Latosia Simmons
Signature/Organization Chairperson

_____ **Approval**

_____ **Disapproval**

Chief of Police

City Manager



MEMORANDUM

TO: Mayor and City Council
FROM: City Manager
DATE: May 26, 2026
SUBJECT: Hotel Feasibility & Marketing Study

In February 2026, the city issued an RFQ to qualified firms to conduct a feasibility study for the future development of a hotel on a 1.5-acre parcel owned by the city at the intersection of Hampton Street and North Walter Street across from City Hall. Four (4) firms responded to the RFQ, and two (2) firms were selected for an interview. Staff recommends the selection of REVPAR International (Alexandria, Virginia). REVPAR submitted a proposal in the amount of **\$34,100.00**. The city received a \$25,000.00 grant from the Department of Commerce for the project. The remaining balance of \$9,100.00 can be paid from the Walterboro Development Corporation. Staff asks for City Council's favorable consideration of this request. If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachment

Cost Proposal in Response to RFQ City of Walterboro Downtown Hotel Feasibility & Marketing Study



May 2026

Prepared for:



Submitted by:

REVPAR International, Inc.
1020 N. Fairfax Street, Suite 320
Alexandria, VA 22314
Telephone: (703) 838-9707

May 1, 2026

Mr. Jeffrey P. Molinari
City Manager
242 Hampton Street
PO Box 709
Walterboro, SC 29488



1020 N. Fairfax Street
Suite 320
Alexandria, VA 22314
Phone: (703) 838-9707

**Re: RFQ City of Walterboro Downtown Hotel Feasibility and Marketing Study
(Hampton Street/North Walter Street Site)**

Dear Mr. Molinari:

REVPAR International, Inc. is pleased to submit the attached **Cost Proposal** relative to preparing a market feasibility study for the above-referenced project. Our scope of work is outlined in our **Qualifications Packet**, which was submitted on March 30, 2026.

The individual representing the REVPAR Team and having the authority to negotiate with the City in connection with the assignment and sign the contract is:

Christopher Cylke
President/COO
REVPAR International, Inc.
Telephone: (954) 376-4754
Email: c.cylke@revparintl.com

We greatly appreciated the opportunity to review our qualifications and scope of work with you and your team and we would be pleased to answer any additional questions you may have related to our submission.

We appreciate the opportunity to submit this cost proposal and look forward to the prospect of working with you and the City on this project.

Sincerely,
REVPAR International, Inc.


Richard E. Pastorino
Founder & CEO


Chris Cylke
President & COO

Professional Fees

Our professional fees for undertaking the above assignment are based on our hourly rates multiplied by the time required to complete the assignment. Our hourly billing rates are as follows:

Project Director	\$625.00 to \$750.00
Project Managers	\$375.00 to \$625.00
Analysts	\$190.00 to \$295.00
Administrative Staff	\$125.00

Based on these rates, our professional fees for each component will be as follows:

Component	Professional Fees
Component 1 – Market Feasibility Study	\$26,200.00 ⁽¹⁾
Component 2 – Economic Impact Analysis	\$7,900.00 ⁽²⁾
Component 3 – Ongoing Advisory Services	TBD

- Notes: ⁽¹⁾ Assumes preparation of one set of financial projections. If more than one scenario is requested, additional projections can be prepared at our hourly rates, up to a maximum of \$6,800 each.
- ⁽²⁾ Assumes prior component commissioned.

In addition, we request reimbursement for out-of-pocket expenses incurred in performance of the assignment, such as travel, lodging, and meals. Please note that all projects are charged a one-time \$795 flat fee for economic/demographic data and IT costs. If deemed necessary to more accurately depict historical monthly market or financial trends, we may purchase certain custom hotel reports (i.e., STR, Benchmarker), which run \$350 to \$700 per report and are billed as an out-of-pocket expense to the client.

If, at any time during the course of our study, we form an opinion that there is insufficient demand or financial support for the project, we will immediately suspend the assignment and discuss our findings with you. If you desire that we terminate the assignment at that point, we will write you a brief letter summarizing our findings and charge you only for that time actually incurred to-date at our regular hourly rates, plus expenses.

As is customary in assignments of this nature, we request a retainer prior to commencing each component of work. The retainer is applied to our final billing for the component. Progress billings are made during the course of the assignment, and are payable prior to submission of the deliverable for the next component of work. All of our fees and expenses are payable prior to submission of the final report.

Notwithstanding the fee payment schedule set forth above, if at any time while performing this assignment it becomes necessary to suspend work for a period of thirty (30) days or more, then REVPAR International will be entitled to bill for the portion of the assignment completed up to the suspension (less any retainer paid) at its current hourly rates.

Please note that payment of our professional fees and other expenses are not contingent on the findings of the market study, a loan closing, or any other pre-arranged condition.

Acceptance

If our RFQ Submittal and Cost Proposal correctly state the nature of the work you wish undertaken at this time, you agree to the *General Provisions* in the Addenda, and arrangements are satisfactory, please sign a copy of the “Acceptance and Retainer Invoice” page and return it to us, together with the requested retainer, as our authorization to schedule the assignment.

Alternatively, we are willing to sign your contract that outlines our scope of work.

General Provisions

1. SCOPE OF WORK

REVPAR International shall perform the services defined in this proposal provided that this proposal is properly executed within sixty (60) days. Otherwise, the proposal shall be deemed null and void and no services will be provided in connection therewith.

2. PAYMENTS

A. Subsequent to receiving the "retainer," REVPAR International will invoice the Client upon completion of each component or on a monthly basis at rates shown in the "Professional Fees" section. Any estimates of professional fees or expenses as stated in the proposal shall not be construed as a fixed quote but only an estimate unless otherwise specifically stated in this proposal. REVPAR International will provide any additional services over and above the defined scope at our standard hourly rates unless other arrangements are agreed to in writing. The professional fees and hourly rates provided are valid for sixty (60) days from the date of this proposal unless otherwise stated in the proposal.

B. REVPAR International also requires reimbursement for out-of-pocket expenses incurred in performance of the assignment, such as travel, meals, and lodging. Such out-of-pocket expenses shall be billed to the Client at cost without mark-up or premium. In addition to the foregoing, all projects are charged a flat fee for economic-demographic data and IT costs.

C. Payments will be due and payable in full within thirty (30) days of the date of the invoice. If fees and expenses that have been invoiced to the Client are not paid in full within thirty (30) days of the due date, REVPAR International reserves the right to suspend all work until payment is made and apply a service charge of 1.5 percent per month or fraction thereof to the total unpaid sum. In addition, REVPAR International reserves the right to pursue all lawful remedies including work stoppage and retention of all documents. In the event a lien or suit is filed or arbitration is sought to collect overdue payments under the Agreement, the Client agrees that the prevailing party shall be entitled to collect for its legal fees, court costs, and all other expenses reasonably related to the claim in question. In the event the Client fails to pay an invoice in full, REVPAR International shall have the right to institute collection procedures. The Client shall be responsible for all costs of collection including litigation costs, reasonable attorney's fees, and court costs.

D. Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee is not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the consulting/appraisal report.

3. OWNERSHIP OF DOCUMENTS

A. This study may not be duplicated in whole or in part without the specific written consent of REVPAR International nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the deliverable was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of REVPAR International, Inc. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the

property or to make a "sale" or "offer for sale" of any "security", as such terms are defined and used in the Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with the subject for which this deliverable was prepared. REVPAR International shall have no accountability or responsibility to any such third party.

B. All reports, data, calculations, and supporting records or materials acquired, compiled or prepared by REVPAR International as instruments of services shall remain the property of REVPAR International. Upon completion of the project, REVPAR International will deliver the stated deliverables per the proposal. Under no circumstances shall the Client be entitled to any proprietary computer models, which have been specifically designed by REVPAR International for the preparation of hospitality-related feasibility studies, valuations, and appraisals, among other analyses. These models will remain the property of REVPAR International, Inc.

C. The Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

CONDITIONS

A. Client is responsible for ensuring that all information REVPAR International may reasonably request or require is provided on a timely basis and is accurate and complete. Information provided by Client or others will be accepted without audit or verification and will be assumed to be accurate and correct. Client shall also notify REVPAR International if it subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

B. REVPAR International's services outlined in this engagement letter will be based upon research, knowledge of the industry, and other data and sources available to us.

C. Client understands and acknowledges that the inability to secure meetings with competitors and industry participants, due to factors outside REVPAR International's control such as current economic conditions, companies' current financial situation, companies' current strategic priorities, or timing considerations, should not be construed as REVPAR International's failure to perform the scope of work described in this engagement letter.

4. USE AND DISTRIBUTION OF DELIVERABLES

A. Our report and any associated materials submitted to the Client may not be used in any prospectus or printed material used in connection with the sale of securities or real estate, or participation interests to the public, or in any newspaper publicity or other public forum, without our express prior written consent. The scope of our study and reports thereon will not include the possible impact of zoning or environmental regulations, licensing requirements, or other restrictions concerning the proposed project except where such matters have been brought to our attention and are disclosed in the report.

B. Reuse of any material described above by the Client on extensions of this project or on any other project without REVPAR International's written authorization shall be at the Client's risk, and the Client agrees to indemnify, defend, and hold harmless REVPAR

International from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

5. LIMITATION OF LIABILITY

- A. We shall have no obligation to update our findings regarding changes in market conditions that occur subsequent to the completion of our fieldwork, or changes in the input of assumptions or information provided by the Client after our review of such information is complete, unless subsequently engaged to do so.
- B. The findings may contain financial information, estimates or opinions that represent reasonable expectations of the professional staff at a particular point in time. However, such information, estimates or opinions will not be offered as predictions or as assurances that the particular level of income or profit will be achieved, or that events will occur as indicated. Actual results achieved during the period covered by the financial analyses will vary and the variations may be material.
- C. All statements of fact in the report which are used as the basis of the REVPAR International's analyses, opinions, and conclusions will be true and correct to the best of the REVPAR International's knowledge and belief. REVPAR International does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Subject Property furnished to REVPAR International by Client.
- D. Client acknowledges that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of REVPAR International, acting solely as employees and not as individuals. Any responsibility of REVPAR International is limited to the Client, and use of our product by third parties shall be solely at the risk of Client and/or third parties.
- E. Since the estimates contained in our report will be based on assumptions about circumstances and events that are inherently subject to uncertainty and variations, we cannot guarantee that the results will actually be achieved. We will exercise our best efforts, however, and will assign to the work professional personnel having the required competence. In any event, our liability to you for any damages arising out of our results or recommendations will not be greater than the amount paid to us for the professional services provided. You will indemnify and hold us harmless from, and at our option will defend us against, costs or liabilities of any nature whatsoever which result from claims against us by third parties in connection with our work on your behalf, except that this indemnification will not apply to the extent that a final judicial

decision results in a finding of gross negligence or willful misconduct against us.

- F. Any projections of future rents, expenses, net operating income, mortgage debt service, capital outlays, cash flows, inflation, capitalization rates, discount rates, or interest rates are intended solely for analytical purposes and are not to be construed as predictions of REVPAR International and/or the appraiser. They represent only the judgment of the authors as to the assumptions likely to be used by market participants and sellers active in the marketplace, and their accuracy is no way guaranteed.
- G. No shareholder, trustee, partner, member, beneficiary, director, officer, manager, security holder, employee, agent, representative or other person acting for or on behalf of REVPAR International or Owner shall have any personal liability for any obligations entered into for or on behalf of such party, and the assets of any such person shall not be subject to any claims or actions relating to any obligations of such party. This shall survive the termination of this project and proposal.
- H. In the event of any dispute between Client and REVPAR International relating to this Agreement, or REVPAR International's or Client's performance hereunder, REVPAR International and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the State of Virginia. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its expenses, including the costs of arbitration proceeding, and reasonable attorney's fees.

Client acknowledges that REVPAR International is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and REVPAR International. This assignment shall be deemed concluded and the services hereunder completed upon delivery to Client of the consulting/appraisal report discussed herein and REVPAR International's receipt of Client's full payment of all fees due under the Agreement.

These Terms and Conditions, between REVPAR International and the Client for whom the above referenced services are being performed, shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the State of Virginia. This agreement constitutes the entire Agreement between the parties and shall supersede any and all negotiations or prior oral and/or written agreements between the parties prior to the date hereof, and no modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by the parties.

Any change in this agreement shall be confirmed in writing.

ACCEPTANCE & RETAINER INVOICE

May 1, 2026

BILL TO	FROM	
Mr. Jeffrey P. Molinari City Manager 242 Hampton Street PO Box 709 Walterboro, SC 29488	REVPAR International, Inc. 1020 N. Fairfax Street, Suite 320 Alexandria, VA 22314 Telephone: (703) 838-9707 Email: accounting@revparintl.com Federal Tax ID Number: 52-1795367	
PROJECT INFORMATION	PROPOSAL NUMBER	
RFQ City of Walterboro Downtown Hotel Feasibility and Marketing Study (Hampton Street/North Walter Street Site)	7487	
COMPONENTS	PROFESSIONAL FEES	RETAINER
Component 1 – Market Feasibility Study Name _____ Signature _____ Date _____	\$26,200.00	\$19,700.00
Component 2 – Economic Impact Analysis Name _____ Signature _____ Date _____	\$7,900.00	\$5,900.00
<h1 style="margin: 0;">RETAINER DUE</h1> <div style="display: flex; align-items: center; justify-content: flex-end;"> (Please add retainer amounts) <input style="width: 100px; height: 30px; border: 1px solid #ccc;" type="text"/> </div>		



MEMORANDUM

TO: Mayor and City Council

FROM: City Manager

DATE: May 26, 2026

SUBJECT: Engagement Letter, Pope Flynn - \$1,100,000 General Obligation Bond, Series 2026

The city's bond counsel, Pope Flynn has submitted an engagement letter for the \$1,100,000 General Obligation Bond, Series 2026. Staff recommends approval of the Pope Flynn engagement letter in the amount of **\$27,500.00** to be paid from the 2026 General Obligation Bond. Staff asks for City Council's favorable consideration of this request. If you have any questions, comments, suggestions or concerns, please do not hesitate to come by City Hall or call me anytime.

Sincerely,

Jeffrey P. Molinari
City Manager

Attachment



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

May 14, 2026

(Electronic Distribution Only) – jmolinari@walterborosc.org

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

Re: City of Walterboro, South Carolina – Approximately \$1,100,000 General
Obligation Bond, Series 2026
File No. 45.18

Dear Jeff:

We thank you for engaging Pope Flynn, LLC to serve City of Walterboro, South Carolina (the “*Issuer*”) as bond counsel (“*Bond Counsel*”) in connection with the issuance by the Issuer of an approximately \$1,100,000 General Obligation Bond, Series 2026 (the “*Bond*”). Currently we anticipate a competitively bid private placement financing. We understand that you have engaged PFM Financial Advisors LLC as financial advisor. The following is to establish the terms and scope of our representation. Accordingly, we and the Issuer agree as follows:

I. Scope of Engagement

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

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

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

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

II. Attorney-Client Relationship

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

III. Limitations on Role of Pope Flynn

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

- (1) Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the United States Securities and Exchange Commission.
- (2) Drafting state constitutional or legislative amendments.
- (3) Pursuing test cases or other litigation regarding the Bond.
- (4) Representing the Issuer in Internal Revenue Service examinations or inquiries, or United States Securities and Exchange Commission investigations.
- (5) Opining on a continuing disclosure undertaking pertaining to the Bond and, after the execution and delivery of the Bond, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.

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

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

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

IV. Conflicts

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

V. Fees and Payment

Based upon: (i) our current understanding of the terms, structure, size, and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; (iv) the responsibilities we will assume in connection therewith; and (v) the value our services will confer upon the Issuer, we estimate that our fee for serving as Bond Counsel will be \$27,500. Our fee may vary: (a) if the principal amount of Bond actually issued differs materially from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, prior to closing, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and seek agreement on a reasonable adjustment.

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

If, for any reason, the Bond is not issued or is issued without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$225 to \$600, depending on personnel) for time actually spent on your behalf, plus out-of-pocket and other expenses, as described above. In such case, we will submit, and Issuer shall pay, within 30 days of receipt, an invoice for all work performed to such date at our prevailing hourly rates, not to exceed the fee that would have been payable had our engagement concluded in the normal course with the issuance of the Bond.

VI. Technology

In the interest of facilitating our services to you, we will send documents, information, and data electronically through conventional email and other electronic means, and will store electronic documents or data via computer software applications hosted remotely and utilize cloud-based storage. Your confidential electronic documents or data will be transmitted or stored using these methods. We will use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we have sought out vendors and service providers well-versed in the requirements attendant to legal services. We will employ reasonable efforts to keep client communications, documents, and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents, or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. Please note that absent any direction from you to the contrary, we will not use any encryption or other special protections with emails sent to Issuer personnel.

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

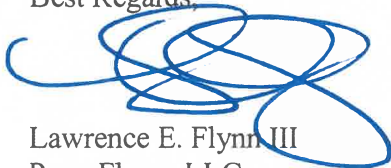
VII. Term of Engagement

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

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

I look forward to working with you.

Best Regards,



Lawrence E. Flynn III
Pope Flynn, LLC

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

RE: CITY OF WALTERBORO, SOUTH CAROLINA – APPROXIMATELY \$1,100,000 GENERAL OBLIGATION BOND, SERIES 2026
FILE No. 45.18

CITY OF WALTERBORO, SOUTH CAROLINA

BY: _____
ITS: _____
DATE: _____

SCHEDULE OF PRIMARY CHARGES

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