



**NEWBERRY COUNTY COUNCIL  
COUNTY COUNCIL AGENDA  
Newberry Courthouse Annex  
1309 College Street, Newberry, SC 29108  
September 17, 2025  
6:00 P.M.**

Call to order: Robert Shealy, Chairman.  
Invocation and Pledge of Allegiance: Stuart Smith, Council Member.

1. Adoption of Consent Agenda:
  - a. Newberry County Council Work Session Minutes – September 3, 2025.
  - b. Newberry County Council Meeting Minutes – September 3, 2025.
  
2. Additions, Deletions & Adoption of the Agenda.
  
3. Public Appearance:
  - a. Newberry Soil and Water Conservation District, Toni Warren.
  
4. Special Recognition:
  - a. Employee Recognition:
    - i. Daniel Rossi 5 years Corrections.
    - ii. Melinda Long 15 years Auditor's Office.
  
5. A Proclamation recognizing September 15 - October 15, 2025, as Hispanic Heritage Month in Newberry County.

6. Ordinance No. 09-01-2025. An Ordinance to provide for the issuance and sale of a general obligation bond of Newberry County, South Carolina not exceeding \$405,000 in principal amount, to prescribe the purposes for which the proceeds of said bond shall be expended, to provide for the payment of said bond, and other matters relating thereto.
  - a. Public Hearing.
  - b. Second Reading.
  
7. Ordinance No. 09-02-2025. An Ordinance authorizing the execution of an equipment lease-purchase agreement in an amount not exceeding \$2,100,000 relating to the purchase of certain equipment by Newberry County, authorizing the execution of other necessary documents and papers, and other matters relating thereto.
  - a. Public Hearing.
  - b. Second Reading.
  
8. Ordinance 09-03-2025. An Ordinance to amend the text of the official Zoning Ordinance of Newberry County, South Carolina, as codified in Chapter 153 of the Code of Ordinances of Newberry County, South Carolina, to repeal §153.090 Cluster Development, Single Family Residential.
  - a. First Reading.
  
9. Ordinance 09-04-2025. An Ordinance acting on a request to amend the official Zoning Map established pursuant to Zoning Ordinance No. 12-24-01 as revised and amended by Zoning Ordinance No. 6-11-16 and codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classification and districts so as to rezone one (1) real estate parcel totaling twenty-nine and ten hundredths (29.10) acres designated as TMS No. 340-3-2-111 from RG-General Residential to R2-Rural.
  - a. First Reading.
  
10. Consideration and Approval of a Proposal for Bridge Engineering and FEMA Compliance Services for Newberry County (Bid Number 2025-15).
  
11. Consideration and Approval of a Bid for Phase IIIB 12-Inch Water Line And 8-Inch Gravity Wastewater Line Improvements to Serve the Mid-Carolina Commerce Park for Newberry County (Bid Number 2025-16).

12. County Council may take action on matters discussed during the 5:00 p.m. work session.

13. Appointments.

- a. Newberry County Memorial Hospital Board – Medical Staff Representative.

14. Public Comments (Three Minutes).

15. Comments/Requests from County Administrator.

16. Comments/Requests from Council.

17. Future meetings:

- a. Newberry County Finance Committee – September 22 at 5 p.m.
- b. Newberry County Council Work Session – October 1 at 5 p.m.
- c. Newberry County Council – October 1 at 6 p.m.
- d. Newberry County Council Work Session – October 15 at 5 p.m.
- e. Newberry County Council – October 15 at 6 p.m.
- f. Newberry County Public Safety Committee – October 20 at 5 p.m.
- g. Newberry County Executive Committee – October 27 at 5 p.m.

18. Adjournment.

**NEWBERRY COUNTY COUNCIL WORK SESSION  
MINUTES  
September 3, 2025**

Newberry County Council met on Wednesday, September 3, 2025, at 5:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a Work Session.

Notice of the meeting was duly advertised, as required by law.

**PRESENT:** Robert Shealy, Chairman  
Karl Sease, Vice-Chairman  
Leon Fulmer, Council Member  
Travis Reeder, Council Member  
Johnny Mack Scurry, Council Member  
Stuart Smith, Council Member  
Jeff Shacker, County Administrator  
Joanie Winters, County Attorney  
Eric Nieto, IT Director  
Andrew Wigger, Clerk to Council/PIO

**ABSENT:** Todd Johnson, Council Member

Mr. Shealy called the meeting to order at 5:00 p.m.

1. Review and discussion of proposed ordinance to repeal Section 153.090 - Cluster Development, Single Family Residential of the Zoning Ordinance of Newberry County codified in Chapter 153 of the Code of Ordinances of Newberry County.
  - Right now, in the current Zoning Ordinance, the county allows higher density residential uses in all residential districts, referred to as clustering, providing certain conditions are met, making it a conditional use.

- Mr. Shacker said Newberry County Council voiced concerns about a developer essentially being capable of doubling the density and having that approved administratively.
- This ordinance would repeal that and provides that only Single Family site-built residential dwellings are allowed as a cluster. The minimum size of the subdivision must be five acres, the developer or property owner is authorized to reduce lot sizes, provided they offset that with minimum open space requirements and the density cannot exceed 12 dwelling units per acre.
- This ordinance would also require they reserve 25% of the development site for open space and your minimum lot sizes and your interior lot setbacks could be reduced to no less than 50% of what's required in that zoning district.
- Mr. Sease said his big concern with that was it covers R2 – Rural and they could go in and say they're building cluster homes and now, without it being rezoned, they can go and build more houses than the minimum requirement, one house per acre.
  - Mr. Shacker said what this change does is for a high density development that is proposing to go into R2, they will be required to go through a legislative process, meaning it would go before the Joint Planning Commission who would then give a recommendation to Newberry County Council.
- Mr. Shacker said if Newberry County Council is good to go, they will plan to have first reading on September 14, 2025.

2. Review and discussion of proposed revisions to the Land Development Regulations of Newberry County codified in Chapter 154 of the Code of Ordinances of Newberry County.

- Mr. Shacker reviewed the changes that were made since the Land Development Regulations were last reviewed, in

February. These changes are contained within the Joint Planning Commission's recommendations.

- In Section 154.016. Land Development Review Committee, the changes in this section made clear that the Newberry County 911 addressing official will be involved in the committee, DHEC is now referred to as SCDES, a representative of the Newberry County School District, and the ability, to add other designees with the language “and any other designee as identified by the County Administrator.”
  - Mr. Sease said he thinks they need to add a representative from EMS and the Newberry County Sheriff's Office, to which Mr. Shacker said they can add that.
- In Section 154.026. Determination of Subdivision type, the change includes language to parent parcels so that this makes it clear in a 10 year period, if you have carved off so many lots, that will trigger a major subdivision review requirement. A definition of parent parcels was also added under definitions.
- In Section 154.052. Reserved Open Space, in this section a subsection was added addressing cemeteries, following a concern being raised from Mr. Sease. Mr. Shacker said they wanted to make sure rights of access and protections are reflected in the regulations, and they added a minimum setback and buffer on all sides of the cemetery.
- A new section was added, 154.053. Sprinkler and Irrigation Systems, this adds requirements for sprinkler and irrigation systems.
- Mr. Fulmer asked if Ms. Winters reviewed the document and if there were any potential legal concerns; to which Ms. Winter said there were no concerns.
- Mr. Reeder asked how it will be determined who owns the cemeteries; Mr. Shacker said that is a real challenge because

often times they do not identify who the party responsible is.

- Mr. Sease asked if there is a subdivision and if there is a cemetery on the land they want to build, they will have to have the buffer, but will they have to maintain the cemetery. Mr. Shacker said they do not have to maintain the cemetery itself, but they do have to maintain the buffer.
- Mr. Fulmer asked if the LDR addresses the appropriate, required setbacks. Mr. Shacker said that is in the zoning ordinance and vary based on the zoning classification.
- Mr. Sease said they previously talked about doing a joint session with the Joint Planning Commission; Mr. Shacker said his recommendation on that, what they just discussed, they get in process and after that maybe have a joint session to discuss other issues.
- Mr. Fulmer said at one point they discussed putting the burden of utility upgrades, infrastructure upgrades, on the developers and there are a lot of ways you can term that. He asked if they had looked at that. Mr. Shacker said the thing about the plan development district concept is it can be paired with development agreements, which would address requirements the developer would have to meet. Mr. Fulmer asked what the timeframe is for that; Mr. Shacker said they have another review at the Joint Planning Commission this month, and if they get done during that meeting, it will come to Newberry County Council in October.

### 3. Adjournment.

- Mr. Scurry made a motion to adjourn; Mr. Smith provided the second and the motion carried 6-0.
- The Newberry County Council Work Session adjourned at 5:38 p.m.

**NEWBERRY COUNTY COUNCIL**

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**Robert Shealy, Chairman**

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**Andrew Wigger, Clerk to Council**

**Minutes Approved:** \_\_\_\_\_

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**NEWBERRY COUNTY COUNCIL  
MINUTES  
September 3, 2025**

Newberry County Council met on Wednesday, September 3, 2025, at 6:00 p.m. in Council Chambers at the Courthouse Annex, 1309 College Street, Newberry, SC, for a regular scheduled meeting.

Notice of the meeting was duly advertised, as required by law.

**PRESENT:** Robert Shealy, Chairman  
Karl Sease, Vice-Chairman  
Leon Fulmer Jr., Council Member  
Travis Reeder, Council Member  
Johnny Mack Scurry, Council Member  
Stuart Smith, Council Member  
Jeff Shacker, County Administrator  
Joanie Winters, County Attorney  
Karen Brehmer, Deputy County Administrator  
Captain Ben Chapman, NCSO  
Tommy Long, Emergency Services Director  
Eric Nieto, IT Director  
Brandon Wicker, Emergency Services Coordinator  
Andrew Wigger, Clerk to Council/PIO

**ABSENT:** Todd Johnson, Council Member

Mr. Shealy called the meeting to order at 6:00 p.m.

Mr. Shealy led the invocation and Pledge of Allegiance.

**1. Adoption of Consent Agenda:**

- a. Newberry County Economic Development Committee Minutes – August 18, 2025.
- b. Newberry County Council Work Session Minutes – August 20, 2025.
- c. Newberry County Council Meeting Minutes – August 20, 2025.

- Mr. Sease made a motion to adopt the minutes as presented; Mr. Smith provided the second and the motion carried 6-0.

2. Additions, Deletions & Adoption of the Agenda.

- Mr. Reeder made a motion to adopt the agenda as presented; Mr. Scurry provided the second and the motion carried 6-0.

3. Special Recognition:

- a. Fairview Fire Department.
- b. Lake Murray Rescue Squad.

- Mr. Long and Mr. Wicker recognized the stations listed above for their accomplishments, history and other accolades, as well as highlighting the work they do throughout the year.

4. Consideration of a motion to accept a surety bond for the roads within Stewart Landing Subdivision - Stewart Landing Drive, Shoreview Drive, and Timber Trail Lane - into the Newberry County Public Road System.

- Mr. Shacker said these three roads are in the Stewart Landing Subdivision and the county is in the process of accepting the roads, which are within the count standards (requirements ensured on the front end). In order for the county to accept the roads, there is a 24-month warranty period provided by the developer and there is a surety requirement.
- The surety bond amount required by the Newberry County Code of Ordinances is \$90,375.
- Mr. Fulmer made a motion to accept the surety bond; Mr. Smith provided the second and the motion carried 6-0.

5. Ordinance No. 07-01-2025. An Ordinance authorizing the acceptance of roads within Stewart Landing Subdivision - Stewart Landing Drive, Shoreview Drive, and Timber Trail Lane - into the Newberry County Public Road System.

a. Third Reading.

- Mr. Sease made a motion to accept third reading; Mr. Reeder provided the second and the motion carried 6-0.

6. Ordinance No. 09-01-2025. An Ordinance to provide for the issuance and sale of a general obligation bond of Newberry County, South Carolina not exceeding \$405,000 in principal amount, to prescribe the purposes for which the proceeds of said bond shall be expended, to provide for the payment of said bond, and other matters relating thereto.

a. First Reading.

- Mr. Reeder made a motion to accept first reading; Mr. Smith provided the second.
- Mr. Shacker said during the budget process, they had over \$4 million in proposed capital that council approved as part of the budget process with different sources of funding.
- This is one of the funding sources, the county has funds available in the debt service fund that are restricted to bonded indebtedness, which means the bond would essentially be paid off immediately. The funds will be used to purchase a dump truck for Public Works, a trailer and a 6500 series with an adaptable body.
- Cash on hand would be used to pay off that bond.
- The motion carried 6-0.

7. Ordinance No. 09-02-2025. An Ordinance authorizing the execution of an equipment lease-purchase agreement in an amount not exceeding \$2,100,000 relating to the purchase of certain equipment by Newberry County, authorizing the execution of other necessary documents and papers, and other matters relating thereto.

a. First Reading.

- Mr. Shacker said a lease-purchase agreement is a form of indebtedness but because of the language in the document, it is not treated like long term debt. However, it is required to be completed by ordinance and public hearing.

- This lease-purchase agreement will be used to purchase two new ambulances and a fire truck.
- Mr. Sease made a motion to accept first reading; Mr. Fulmer provided the second and the motion carried 6-0.

8. County Council may take action on matters discussed during the 5:00 pm executive session.

- There was no executive session.

9. Appointments.

- a. Board of Rural Fire Control – Friendly Fire Department. Mr. Smith nominated Mr. Barry Brown. Mr. Reeder made a motion to accept the nomination; Mr. Sease provided the second and the motion carried 6-0.
- b. ~~Westview Behavioral Health Board – District 7.~~

10. Public Comments (Three Minutes).

- Ms. Liesha Wessinger-Hufstetler said Newberry is in the crosshairs of big developers and these developers have destroyed Chapin, Lexington, Ballentine, and Irmo. She said there are changes that need to be made and need to be in process by October in order to be completed prior to the moratorium expiring at the end of the year. She said Newberry County needs the biggest buffers possible, the largest requirements for open space, need to add concurrency (can it be handled by first responders, schools, water/sewer, etc.), zoning needs to be changed to 1-2 houses an acre, and parking in subdivisions to make sure cars are not parking on the street. She said she doesn't want to see Newberry destroyed.

11. Comments/Requests from County Administrator.

- While utilizing an example of a reassessment notice, Mr. Shacker explained the reassessment process and explained the reassessment notices that were mailed out in August. Mr. Shacker said that the levies will be set in early October, but that Newberry County Council

has made it clear that they will roll back on milage to the maximum extent possible.

- Mr. Shacker also announced they have the designs completed on the downtown streetscape improvements in Whitmire. The next project, and it will be a little while, will be the park improvements in Prosperity (CPST) and the roof at the Newberry Museum.

## 12. Comments/Requests from Council.

- Mr. Smith said if anyone has any concerns please reach out to them. He thanked Mr. Shacker for his example and helping a lot of people. He also thanked Fairview Fire Department and Lake Murray Rescue Squad for all they do.
- Mr. Scurry thanked everyone for coming out and thanked the county administrator and county attorney for being at their side.
- Mr. Fulmer thanked everyone for participating in their county government and gave a huge thank you to Fairview Fire Department and Lake Murray Rescue Squad, Mr. Fulmer is a former member of Fairview Fire Department and has a lot of respect for the volunteers. He also thanked Mr. Shacker for his explanation, and he knows people have a lot of questions about reassessment and if they do, to please reach out to the Newberry County Assessor's Office. He said council committed not to raise taxes during reassessment.
- Mr. Reeder reiterated what everyone said, he said Newberry County is the county of friendly folks and he wants to keep it that way. He thanked the Fairview Fire Department and Lake Murray Rescue Squad for the work they continue to do.
- Mr. Sease reiterated what all the councilmembers said, thanking everyone for coming out and participating. He also thanked Fairview Fire Department and Lake Murray Rescue Squad for the service they provide to the county. He also thanked Ms. Liesha Wessinger-Hufstetler for coming out and providing her input.
- Mr. Shealy said staff did a good job with all of their hard work. He also thanked all volunteers, he also said he knows Newberry County is in the crosshairs and asked Ms. Wessinger-Hufstetler to email her concerns.

13. Future meetings:

- a. Newberry County Council Work Session – September 17 at 5 p.m.
- b. Newberry County Council – September 17 at 6 p.m.
- c. Newberry County Finance Committee – September 22 at 5 p.m.
- d. Newberry County Council Work Session – October 1 at 5 p.m.
- e. Newberry County Council – October 1 at 6 p.m.

14. Adjournment.

- Mr. Smith made a motion to adjourn; Mr. Scurry provided the second and the motion carried 6-0.
- Newberry County Council adjourned at 6:48 p.m.

**NEWBERRY COUNTY COUNCIL**

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**Robert Shealy, Chairman**

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**Andrew Wigger, Clerk to Council**

**Minutes Approved:** \_\_\_\_\_

COUNTY OF NEWBERRY       )  
  )  
STATE OF SOUTH CAROLINA )

**PROCLAMATION  
HISPANIC HERITAGE MONTH**

**WHEREAS**, the County of Newberry encourages and promotes strong and inclusive communities that recognize and celebrate efforts to bring people together for a greater good; and,

**WHEREAS**, the County of Newberry commemorates the strong and visible roots of Hispanic and Latino heritage in the national, regional, and local landscape of the nation; and,

**WHEREAS**, September 15th to October 15th is National Hispanic Heritage Month and in which many federal agencies, such as the Library of Congress, National Park Service and Smithsonian Institution, join in paying tribute to the generations of Hispanic Americans who have positively influenced and enriched our nation and society; and,

**WHEREAS**, the date September 15th is significant because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua and additionally Mexico and Chile celebrate their independence days on September 16th and 18th respectively; and,

**WHEREAS**, Newberry County has many families representing different Hispanic cultures and traditions from Puerto Rico, Mexico, Guatemala, Honduras, Nicaragua, El Salvador, Chile, and other South American countries; and,

**WHEREAS**, National Hispanic Heritage Month has been celebrated since 1989; and

**WHEREAS**, the Hispanic community in Newberry County makes significant contributions to the cultural, educational, and economic vitality of Newberry County.

**NOW, THEREFORE, BE IT PROCLAIMED** by the County Council of the County of Newberry that September 15th through October 15, 2025, shall be National Hispanic Heritage Month in Newberry County in recognition of the many important and positive contributions of Hispanic culture to our nation, state, and county.

**NEWBERRY COUNTY COUNCIL**

**SEAL**

By \_\_\_\_\_  
**Robert Shealy, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Andrew Wigger, Clerk of Council**

**ORDINANCE # 09-01-2025**

TO PROVIDE FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND OF NEWBERRY COUNTY, SOUTH CAROLINA NOT EXCEEDING \$405,000 IN PRINCIPAL AMOUNT, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.



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- EXHIBIT A -- NOTICE OF PUBLIC HEARING
- EXHIBIT B -- FORM OF BOND
- EXHIBIT C -- FORM OF NOTICE OF SALE

BE IT ORDAINED BY THE COUNTY COUNCIL OF NEWBERRY COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

**ARTICLE I**

**FINDINGS OF FACT**

Section 1.01 Findings.

As an incident to the adoption of this Ordinance, the Newberry County Council (the “Council”), the governing body of Newberry County, South Carolina (the “County”), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

1. By virtue of Chapter 15, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly (collectively, the “County Bond Act”), the County is empowered to issue general obligation bonds for any “authorized purpose” as therein defined.

The Council has heretofore determined that it is in the best interest of the County to provide for certain Equipment to facilities of the County, consisting of the following items:

- a) Tri-axle dump truck.
- b) 20-25 ton equipment trailer.
- c) Utility truck with dump body.

The foregoing items are referred to collectively herein as the “Equipment.” The Council has determined to presently authorize the issuance of a general obligation bond of the County to defray the cost of the Equipment and pay costs of issuance of such bond.

Section 1.02 Recital of Applicable Constitutional Provisions.

Section 14 of Article X of the Constitution of the State of South Carolina (the “Constitution”) provides that the counties of the State may issue bonded indebtedness in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein, and provides further that no bonded indebtedness incurred on or prior to November 30, 1977, shall be charged against such eight percent (8%) debt limitation. Paragraph (6) of Section 14 of Article X of the Constitution further provides that general obligation debt authorized by a majority of the qualified electors of the issuer may be issued without consideration of the eight percent (8%) limit otherwise imposed by Section 14 of Article X. The assessed value of all taxable property located within the County (including merchants’ inventory, but net of property subject to a fee in lieu of tax) as certified by the County Auditor for the year 2023, which is the last completed assessment thereof, is a sum of not less than \$162,743,781, and thus the eight percent (8%) debt limit of the County is not less than \$13,019,502. At the time of the issuance of the bond authorized by this ordinance, the County will have outstanding general obligation debt chargeable against the eight percent (8%) limit in the principal amount of not exceeding \$1,337,746. Thus, the Council may issue the sum of \$405,000 general obligation debt at the present time without the authorization required by Section 14(6) of the Constitution.

Section 1.03 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth as **Exhibit A** attached hereto.

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## 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 authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina.

“Authorized Officer” means the Chairman or the Vice-Chairman of the Council and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Bond,” “the Bond” or “the Bond” means the Bond issued in accordance with the provisions of this Ordinance.

“Bond Counsel” means Haynsworth Sinkler Boyd, P.A.

“Bondholder” or “Holder” or “Holder of Bond” or “Owner” or similar term means, when used with respect to the Bond, any person who shall be registered as the owner of the Bond outstanding.

“Bond Payment” means the payment of principal of and interest on the Bond.

“Bond Payment Date” means the date on which the Bond Payment shall be payable.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Newberry County Council, South Carolina, the governing body of said County or any successor governing body of said County.

“County” means Newberry County, South Carolina.

“County Bond Act” shall have the meaning given thereto in Section 1.01 of this Ordinance.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Holder” means the registered owner, from time to time, of the Bond as shown on the registration books of the County maintained by the Registrar.

“Equipment” shall have the meaning given in Section 1.01 of this Ordinance.

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

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

(a) if such Bond shall have been cancelled or delivered to the Registrar for cancellation on or before such date;

(b) if such Bond deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Paying Agent” means the County Treasurer of Newberry County.

“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 15<sup>th</sup> day immediately preceding the Bond Payment Date.

“Registrar” means the County, acting through the Clerk to Council.

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. The terms “hereby,” “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.
3. 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.
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.

\* \* \*

## ARTICLE III

### ISSUANCE OF BOND

#### Section 3.01 Ordering the Issuance of the Bond.

Pursuant to the provisions of the County Bond Act, and for the purpose of obtaining funds with which to defray the cost of the Equipment, there shall be issued, a not exceeding Four Hundred Five Thousand Dollar (\$405,000) principal amount general obligation bond of the County.

#### Section 3.02 Maturity Schedule of the Bond.

The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. The Bond shall mature no later than one (1) year from its date of issue and shall be payable as to principal and interest on such single Bond Payment Date, all as determined by the County Administrator.

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

- (a) The Bond shall be 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.
- (b) The Bond shall be issued in the form of one (1) fully registered bond with a single fixed rate of interest.
- (c) The Bond Payment shall be payable to the Person appearing as the Holder of the applicable Bond on the Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof. Presentment of Bond as a condition of the payment of the final outstanding principal amount thereof is hereby waived.

#### Section 3.04 Execution and Authentication.

- (a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer or Officers, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk to County Council or an Authorized Officer (other than the officer or officers executing such Bond). The Bond may bear the manual signature of any person who shall have been such an Authorized Officer authorized to sign such Bond at the time such Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of such Bond.
- (b) The Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate of authentication upon the Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

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 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 County 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 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 Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the Registrar shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

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 attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute, authenticate, 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. Transfer of the Bond by any Holder thereof shall be subject to such terms and restrictions as negotiated by the County Administrator and the Purchaser of the Bond, upon advice of Bond Counsel the Financial Advisor, and the existence of such terms and restrictions shall be clearly noted on the face of the Bond.

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 it 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 County shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding the Bond Payment Date applicable thereto.

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 such Bond has been acquired by a bona fide purchaser, the County 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.

- (b) Upon the issuance of any new Bond under this Section 3.09, the County 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 County 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 County, 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 County may treat the Holder 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 Holder 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 County 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, such Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.12 Payments Due on Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date shall be a 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.

Bond Payments shall be 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.

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

For the payment of principal of and interest on the Bond 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 County are hereby irrevocably pledged, and there shall be levied an ad valorem tax upon all taxable property located within the County sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.15 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Newberry County, South Carolina, shall be notified of the issuance of the Bond and directed to levy and collect annually upon all taxable property within the County ad valorem property taxes in an amount sufficient to pay the principal of and interest on such Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.16 Form of Bond.

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

\* \* \*

**ARTICLE IV**

**REDEMPTION OF BOND**

Section 4.01 Redemption of Bond.

The Bond shall not be subject to redemption prior to maturity except as may be agreed to by the Holder thereof and the County. Any such terms of redemption shall be included in the Bond.

\* \* \*

## ARTICLE V

### SALE OF BOND

#### Section 5.01 Sale and Award of Bond.

The Bond shall be sold at a price of not less than par. Bids for the Bond shall be solicited by the County Administrator. The County Administrator is authorized to award the Bond to the bidder offering the lowest net interest cost therefor; for purposes of this paragraph, net interest cost shall be determined by computing the total dollar interest cost from the date of the Bond to maturity and deducting therefrom the amount of the premium offered, if any, over and above the principal amount and adding thereto any bank counsel fees required to be paid by the County. In the case of a tie in net interest cost, the award of the Bond shall be based upon the flip of a coin. Notwithstanding the foregoing, no such award shall be effective without the approval of Council, by resolution duly adopted, if the net interest cost of such Bond exceeds 6.00% per annum.

The County Administrator shall not accept any proposal which requires an increase in the interest rate applicable to the Bond in the event of any change in state or federal law. A proposal which requires an increase in the applicable interest rate in the event of a determination of taxability of interest on the Bond owing to acts or omissions of the County may be accepted by the County Administrator, but only if the proposal and the Bond state the interest rate which would thereby become applicable upon the occurrence of such event.

Upon the award of the Bond, there shall be published in a newspaper of general circulation in the County at least seven (7) days prior to the delivery of the Bond a Notice of Sale in form substantially similar to that appearing at **Exhibit C** hereto.

\* \* \*

**ARTICLE VI**

**DISPOSITION OF PROCEEDS OF SALE OF BONDS**

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bond shall be paid to the Treasurer of Newberry County, to be deposited in a separate Bond Account, and shall be expended and made use of by the Council to defray the cost of issuing the Bond and to defray the cost of the Equipment. Any premium shall be placed in the sinking fund held by the Treasurer of Newberry County for payment of principal and interest on the Bond and applied to the discharge of principal on such Bond.

Pending the use of Bond proceeds, the same shall be invested and reinvested by the Treasurer of Newberry County in Authorized Investments. All earnings from such investments shall be applied, at the direction of the Council, either (1) to defray the cost of the undertakings for which the Bond is issued and if not required for this purpose, then (2) to interest on the Bond from the proceeds of which such earnings were derived.

Neither the purchaser nor Holder of the Bond shall be liable for the proper application of the proceeds thereof.

\* \* \*

**ARTICLE VII**

**DEFEASANCE OF BOND**

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to Have Been Paid and Defeased.

If the Bond and the interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance as to the Bond and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) A third party fiduciary, which shall be any bank, trust company, or national banking association which is authorized to provide corporate trust services (the "Fiduciary"), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Bond Payment due thereunder; or

(2) If default in the payment when due of the Bond Payment shall have occurred, and thereafter tender of such payment shall have been made, and at such time the Fiduciary 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 County shall elect to provide for the payment of the Bond prior to its stated maturity and shall have deposited with the Fiduciary, 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 Fiduciary at the same time, shall be sufficient to pay the Bond Payment when due.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the Bond Payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payment on the Bond; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, 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 Bond Payment to become due on the Bond on the Bond Payment Date thereof, and interest earned from such reinvestments not required for the payment of the Bond Payment may be paid over to the County, free and clear of any trust, lien or pledge.

\* \* \*

## ARTICLE VIII

### CERTAIN TAX AND DISCLOSURE CONSIDERATIONS

#### Section 8.01 Covenants to Comply with Requirements of the Code.

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information reports with the Internal Revenue Service) which failure will, cause interest on the Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

1. All property provided by the net proceeds of the Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.
2. The County shall not permit the proceeds of the Bond or any facility financed with the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.
3. The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 2025-13.
4. The County will not sell or lease the Equipment or any property provided by the Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bond.
5. The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the projects and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bond.

Notwithstanding the foregoing, the County Administrator may determine that interest on the Bond shall be subject to federal income tax if so requested by the purchaser thereof, subject always to Section 5.01 of this Bond Ordinance. In such case, the foregoing covenants and the remainder of this Article VIII shall be inapplicable.

#### Section 8.02 Qualified Tax-Exempt Obligation.

The County Administrator may designate the Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code, upon advice of Bond Counsel.

Section 8.03 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures of the proceeds of each Bond authorized hereby will be made, and it has been ascertained that all of the money received from the proceeds of each Bond will be expended within the limitations imposed by Section 148(c) of the Code, so that the Council will be able to certify upon reasonable grounds that each Bond is not an “arbitrage bond” within the meaning of Section 148(c) of the Code.

Section 8.04 Continuing Disclosure.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty days of the County’s receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County’s tax base.

The only remedy for failure by the County to comply with the covenant in this Section 8.04 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

Section 8.05 Taxable Obligation.

Any Bond may be issued as a taxable obligation if the County Administrator determines in his sole discretion, upon advice of Bond Counsel, that it is in the best interests of the County to do so.

\* \* \*



## 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 County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County 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 County and the Holder from time to time of the Bond, and such provisions are covenants and agreements with such Holder which the County 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 County shall be for the benefit, protection, and security of the Holder of the Bond.

#### Section 9.04 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council and in the office of the Clerk of Court for Newberry County (as a part of the Transcript of Proceedings).

#### Section 9.05 Further Action by Officers of County.

The proper officers of the County 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, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

#### Section 9.06 Effective Date of Ordinance.

This Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading “An Ordinance To Provide For The Issuance And Sale Of A General Obligation Bond Of Newberry County, South Carolina Not Exceeding \$405,000 In Principal Amount, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.”

DONE IN MEETING DULY ASSEMBLED, this \_\_\_ of \_\_\_\_\_, 2025.

NEWBERRY COUNTY COUNCIL

(SEAL)

\_\_\_\_\_  
Robert Shealy, Chairman

Attest:

\_\_\_\_\_  
Andrew Wigger, Clerk to Council

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Newberry County Council, State of South Carolina will conduct the following public hearing(s) at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2025, to be held in the Newberry County Council Chambers, 1309 College Street, Newberry, South Carolina, at \_\_\_\_ \_\_ p.m..

Ordinance No. \_\_\_\_: An Ordinance To Provide For The Issuance And Sale Of A General Obligation Bond Of Newberry County, South Carolina Not Exceeding \$405,000 In Principal Amount, To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto..

[OTHER ORDINANCES RECEIVING PUBLIC HEARINGS INSERTED HERE]

At the time and place fixed for said public hearing(s), all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance. A copy of the proposed Ordinance(s) is (are) available for inspection in the Clerk to Council's office located in the Courthouse Annex at 1309 College Street, Newberry, South Carolina, during its regular business hours. Assistance is available for those who are visually or hearing-impaired. For assistance, call the Newberry County Clerk to Council, (803) 321-2100.

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Chairman, Newberry County Council

(FORM OF BOND)

**TRANSFER OF THIS BOND IS RESTRICTED BY OF THAT CERTAIN AGREEMENT BETWEEN NEWBERRY COUNTY, SOUTH CAROLINA AND \_\_\_\_\_ DATED \_\_\_\_\_, 2025, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. TRANSFER OF THIS BOND IS OTHERWISE UNLAWFUL AND UNENFORCEABLE.**

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY  
GENERAL OBLIGATION BOND, SERIES \_\_\_\_\_

No. 1

Registered Holder: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

NEWBERRY COUNTY, SOUTH CAROLINA (the "County"), 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 and interest thereon on such dates and in the manner provided herein.

This bond ("Bond") is issued in the principal amount of \_\_\_\_\_ for purposes authorized by and pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Sections 4-15-10 through 4-15-180, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of Newberry County (the "Ordinance"). (This Bond is subject to redemption prior to maturity as follows: \_\_\_\_\_).

The principal and interest on this Bond shall be paid by the County Treasurer of Newberry County, as Paying Agent, to the person shown on the books of registration of the County as the Holder hereof on the Record Date in accordance with the following schedule:

<u>    </u> of Year	Principal Due	Interest Due

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 Record Date for this Bond is the 15<sup>th</sup> day immediately preceding each Bond Payment Date.

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 Newberry County and in the office of the County Council of Newberry County.

This Bond is payable from a tax levied on all taxable property within the County. For the prompt payment of the Bond Payment as the same shall become due, the full faith, credit, and taxing power of the County are irrevocably pledged.

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.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his 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 duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County 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 the Bond, the County may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

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 the Bond in order to make the legal, valid, and binding general obligation of the County 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 the Bond does not exceed or violate any constitutional, statutory, or other limitation upon the amount of indebtedness prescribed by law.

IN WITNESS WHEREOF, NEWBERRY COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the Newberry County Council, attested by the manual signature of the Clerk to the Newberry County Council, and the seal of the County impressed hereon.

NEWBERRY COUNTY, SOUTH CAROLINA

(SEAL)

Council

\_\_\_\_\_  
Robert Shealy, Chairman, Newberry County

ATTEST:

\_\_\_\_\_  
Andrew Wigger, Clerk, Newberry County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

Registrar

By: \_\_\_\_\_  
Clerk to Council

Date of Authentication: \_\_\_\_\_, 20\_\_

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act \_\_\_\_\_  
(state)

Additional abbreviations may also be used though not in above list.

**(FORM OF ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_ the 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 Guaranteed

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP))

\_\_\_\_\_  
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.

**NOTICE OF SALE**

Notice is hereby given that Newberry County, South Carolina shall deliver to (Purchaser) on (Date of Delivery) its \$\_\_\_\_\_ principal amount General Obligation Bond, Series \_\_\_\_\_. The Bond has been sold to (Purchaser) at a price of \_\_\_\_\_ and an interest rate of \_\_\_\_%. The Bond is payable as follows: \_\_\_\_\_.

\_\_\_\_\_  
Robert Shealy, Chairman, Newberry  
County Council



STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

I, the undersigned, Clerk to Council of Newberry County, South Carolina, DO HEREBY CERTIFY:

1. That the foregoing is a true, correct, and verbatim copy of an Ordinance adopted by the County Council of Newberry County on \_\_\_\_\_, 2025, at which a majority/all members were present. It was first introduced at the regular meeting of County Council held on \_\_\_\_\_, 2025. At that meeting, it was given first reading by the majority/unanimous vote of the County Council. Afterwards, at the regular meeting of the County Council held on \_\_\_\_\_, 2025, it was given its second reading and at the regular meeting of the County Council held on \_\_\_\_\_, 2025, it was given third and final reading by the unanimous vote of County Council. At each of said meetings, a quorum of County Council was present at all times during the proceedings pursuant to which the aforesaid Ordinance was adopted, the original of which is duly entered in the record of minutes of the aforesaid meetings of said County Council in my Custody as such Clerk.

2. As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of meetings (showing the date, time and place of the meeting) of the County Council of the County is posted on a designated bulletin board in the administrative offices of the County, posted on the County's publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for each meeting at which the attached Ordinance was voted upon, and each agenda as so posted contained as an item the consideration of the attached Ordinance by the County Council.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_ day of \_\_\_\_\_ 2025.

(SEAL)

\_\_\_\_\_  
Clerk, Newberry County Council

First reading: September 3, 2025

Second reading: September 17, 2025

Third reading: October 1, 2025

Public Hearing: September 17, 2025

**ORDINANCE # 09-02-2025**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING \$2,100,000 RELATING TO THE PURCHASE OF CERTAIN EQUIPMENT BY NEWBERRY COUNTY, AUTHORIZING THE EXECUTION OF OTHER NECESSARY DOCUMENTS AND PAPERS, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the County Council of Newberry County, South Carolina, in meeting duly assembled:

ARTICLE I

FINDINGS OF FACT

The County Council of Newberry County, South Carolina, the governing body of Newberry County, South Carolina, has made the following findings of fact:

Section 1.01 Findings.

The County Council of Newberry County, the governing body of Newberry County (the "Council"), has determined that a very real need exists for and that it is necessary for Newberry County (the "County") to acquire certain equipment as shown on Exhibit A hereto (collectively, the "Equipment"). The total cost of the Equipment and costs associated therewith is estimated to be not exceeding \$2,100,000. The Council has determined that it is in the best interests of the County to purchase the Equipment through a lease-purchase financing in accordance with the terms of this Ordinance.

ARTICLE II

AUTHORIZATION

Section 2.01 Approval of the Financing.

The Council hereby approves the entry of the County into a one or more lease financing agreements in aggregate principal amount not to exceed \$2,100,000 (singularly or collectively, the "Agreement") to finance the purchase of the Equipment. The interest rate applicable to the agreement shall not exceed 6.0 % per annum (in the absence of default or change in tax status) unless approved by resolution of Council supplemental hereto. Payments due under the Agreement shall be expressed to become due annually on December 1 of each of the Fiscal Years 2026 through 2030, inclusive, in such annual amounts as determined by the County Administrator (the "County Administrator"). Should the proceeds of the Agreement allow, additional equipment may be acquired therewith as approved by resolution of Council supplemental hereto.

The Agreement shall not constitute a debt of the County, and the full faith, credit and taxing power of the County shall not be pledged to secure payment of rental payments or other sums due pursuant to the Agreement. The Agreement shall contain a "non-appropriation" clause suitable to counsel to the County and shall not, in the opinion of such counsel, contain a "non-substitution" clause.

Section 2.02    Authorization to Contract.

The County Administrator is hereby authorized to solicit proposals from financial institutions for the provision of the financing represented by the Agreement. Proposals shall be solicited from at least three financial institutions on not less than seven (7) days' notice. The County Administrator is hereby authorized to award the Agreement to the financial institution which proposes the terms most favorable to the County, as determined by the County Administrator in his sole discretion, but subject in any event to the provisions of Section 2.01 of this Ordinance (the "Lessor"). The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Agreement and associated documents to the Lessor and other appropriate parties. The execution of the Agreement by the County Administrator shall constitute conclusive evidence of approval of the principal amount and rental payments due pursuant to the Agreement and the terms thereof.

Section 2.03    Other Documents, etc.

The Chairman of the Council, the Clerk to Council, Finance Director of the County and the County Administrator are hereby authorized to execute any and all other documents, instruments, certificates, or other papers as they deem necessary and appropriate, with the advice of counsel, to accomplish the transactions contemplated by this Ordinance. The Council further approves the entry by the Count, if deemed necessary by the County Administrator in his sole discretion, into an escrow agreement or similar agreement among the County and a financial institution satisfactory to the County Administrator, as agent, in such form as may be determined by the County Administrator, upon advice of counsel, in order to provide for the deposit and investment of proceeds of the Agreement pending the expenditure thereof (the "Deposit Agreement"). The Lender may also be a party to the Deposit Agreement.

Section 2.04    Effective Date of Ordinance.

This Ordinance shall become effective upon the third and final reading thereof.

\* \* \* \*

## ARTICLE III

### CERTAIN MATTERS PERTAINING TO THE INTERNAL REVENUE CODE

#### Section 3.01 General Tax Covenants.

The County will comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the tax-exempt status of the Agreement including without limitation, the requirement to file the information report pertaining to the Agreement with the Internal Revenue Service.

#### Section 3.02 General Tax Representations and Covenants.

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause the interest component of rental payments made pursuant to the Agreement to become includable in the gross income of the Lessor, or its assigns, for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original execution of the Agreement. Without limiting the generality of the foregoing, the County represents and covenants that:

- (a) All property provided by the net proceeds of the Agreement will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.
- (b) The County shall not permit the proceeds of the Agreement or any facility financed with the proceeds of the Agreement to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.
- (c) The County is not a party to or nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Agreement that do not conform to the guidelines set forth in Revenue Procedure 2017-13.
- (d) The County will not sell or lease the Equipment or any property provided by the Agreement to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Agreement.
- (e) The Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County has not entered into any leases or sales or service contract with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Agreement.

Section 3.03    Qualified Tax-Exempt Obligation.

The County Administrator may designate the Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code, upon advice of Bond Counsel.

ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

COUNTY COUNCIL OF  
NEWBERRY COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Robert Shealy, Chairman, County Council  
of Newberry County, South Carolina

Attest:

\_\_\_\_\_  
Andrew Wigger, Clerk to Council, Newberry County,  
South Carolina

First Reading: September 3, 2025

Second Reading: September 17, 2025

Third Reading: October 1, 2025

**EXHIBIT A**

**EQUIPMENT**

- a. One (1) fire engine
- b. Two (2) ambulances
- c. Two (2) heart monitors and two (2) CPR devices for ambulances

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

I, the undersigned, Clerk to Council of Newberry County, South Carolina, DO HEREBY CERTIFY:

1. That the foregoing is a true, correct, and verbatim copy of an Ordinance enacted by the County Council of Newberry County on \_\_\_\_\_, 2025, at which a majority/all members were present. It was first introduced at the regular meeting of County Council held on \_\_\_\_\_, 2025. At that meeting, it was given first reading by the majority/unanimous vote of the County Council. Afterwards, at the regular meeting of the County Council held on \_\_\_\_\_, 2025, it was given its second reading, and at the regular meeting of the County Council held on \_\_\_\_\_, 2025, it was given third and final reading by the unanimous vote of County Council. At each of said meetings, a quorum of County Council was present at all times during the proceedings pursuant to which the aforesaid Ordinance was adopted, the original of which is duly entered in the record of minutes of the aforesaid meetings of said County Council in my Custody as such Clerk.

2. As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended (the "*Act*"), being the Freedom of Information Act, a copy of the agenda of each of the meetings of the County Council referenced in the preceding paragraph (showing the date, time and place of the meeting), was, at least 24 hours prior to each such meeting, posted on a designated bulletin board in the administrative offices of the County, posted on the County's public website, and provided to news media and others requesting such information. The agenda for each of the meetings listed in the preceding paragraphs included as an item the reading of the aforesaid Ordinance and was made publicly available in accordance with the preceding sentence.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

---

Andrew Wigger Clerk, Newberry County Council

STATE OF SOUTH CAROLINA )  
 )  
NEWBERRY COUNTY )

ORDINANCE NO. 09-03-2025

**AN ORDINANCE TO AMEND THE TEXT OF THE OFFICIAL ZONING ORDINANCE OF NEWBERRY COUNTY, SOUTH CAROLINA, AS CODIFIED IN CHAPTER 153 OF THE CODE OF ORDINANCES OF NEWBERRY COUNTY, SOUTH CAROLINA, TO REPEAL §153.090 CLUSTER DEVELOPMENT, SINGLE FAMILY RESIDENTIAL.**

**WHEREAS**, on July 15, 2025, the Newberry County Joint Planning Commission approved a recommendation to Newberry County Council to eliminate provisions for cluster development as a conditional use in all zoning districts allowing single family residential uses as provided in the official zoning ordinance of Newberry County; and

**WHEREAS**, Newberry County Council desires to repeal §153.090 - Cluster Development, Single Family Residential as recommended by the Newberry County Joint Planning Commission.

**NOW, THEREFORE BE IT ORDAINED** by the County Council of the County of Newberry, South Carolina in Council duly assembled this 15<sup>th</sup> day of October 2025 that §153.090 - Cluster Development, Single Family Residential of the official Zoning Ordinance of Newberry County, South Carolina is hereby repealed.

**NEWBERRY COUNTY COUNCIL**

(SEAL)

**BY:**

\_\_\_\_\_  
**Robert N. Shealy, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Andrew Wigger, Clerk to Council**

**Approved as to form:**

\_\_\_\_\_  
**Joanie Winters, County Attorney**

\_\_\_\_\_  
**Jeff Shacker, County Administrator**

**1<sup>st</sup> Reading: September 17, 2025**  
**2<sup>nd</sup> Reading: October 1, 2025**  
**Public Hearing: October 1, 2025**  
**3<sup>rd</sup> Reading: October 15, 2025**



STATE OF SOUTH CAROLINA )  
 )  
NEWBERRY COUNTY )

ORDINANCE NO. 09-04-2025

**AN ORDINANCE ACTING ON A REQUEST TO AMEND THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO ZONING ORDINANCE NO. 12-24-01 AS REVISED AND AMENDED BY ZONING ORDINANCE NO. 6-11-16 AND CODIFIED IN CHAPTER 153 OF THE NEWBERRY COUNTY CODE OF ORDINANCES, ESTABLISHES ZONING CLASSIFICATION AND DISTRICTS SO AS TO REZONE ONE (1) REAL ESTATE PARCEL TOTALING TWENTY-NINE AND TEN HUNDREDTHS (29.10) ACRES DESIGNATED AS TMS NO. 340-3-2-111 FROM RG-GENERAL RESIDENTIAL TO R2-RURAL.**

**WHEREAS**, Zoning Ordinance, codified in Chapter 153 of the Newberry County Code of Ordinances, establishes zoning classifications and districts, as well as an Official Zoning Map; and

**WHEREAS**, said Zoning Ordinance provides procedures for the amendment of both the text of the Ordinance and the district boundaries shown on the Official Zoning Map; and

**WHEREAS**, pursuant to the procedures established by the Zoning Ordinance, application was made for a map amendment to rezone one (1) real estate parcel totaling twenty-nine and ten hundredths (29.10) acres located at 1799 Whitener Road, Newberry, to R2-Rural from RG-General Residential. Tax Map No. 340-3-2-111 is currently vacant land. The Comprehensive Plan shows the future land use for this area to be within the transitional projected area. The Planning Staff does recommend that this real estate parcel be rezoned to R2-Rural.

**WHEREAS**, the Newberry County Joint Planning Commission, in case number MA02-08-19-25, had this matter on its agenda and considered this request and received comments as to both the existing and intended uses of the property.

The Joint Planning Commission determined that it does concur with the recommendation of the Planning Staff. The Planning Commission has now forwarded its report on the rezoning request to Newberry County Council, as required by law, for consideration of its actions by Newberry County Council.

**WHEREAS**, Newberry County Council is familiar with the site and the existing uses of the properties located at 1799 Whitener Road, Newberry.

**NOW, THEREFORE**, Newberry County Council makes the following findings of fact and law as to the merits of the rezoning request concerning Tax Map No. 340-3-2-111 totaling twenty-nine and ten hundredths (29.10) acres located at 1799 Whitner Road, Newberry as more particularly shown on the plat accompanying the submitted "Official Zoning Map Amendment Application" included in the submitted Planning Commission report attached hereto, R2-Rural from RG-General .

A. That the proposed map amendment does promote the implementation of the Comprehensive Plan in the area.

B. This amendment is needed because the proposed development cannot be accomplished by the owner under the existing zoning district regulations.

C. That traffic patterns in the neighborhood will not be adversely affected by the change in zoning.

**NOW, THEREFORE, BE IT ORDAINED that:**

Newberry County Council hereby determines, based on the findings set forth above, that the attached rezoning request for a map amendment for Tax Map No. 340-3-2-

111 totaling twenty-nine and ten hundredths (29.10) acres real estate parcel as acted on by the Planning Commission, be:

\_\_\_\_\_ disapproved;

\_\_\_\_\_ approved; or

\_\_\_\_\_ approved with the following modifications: \_\_\_\_\_

\_\_\_\_\_.

**AND IT IS SO ORDAINED** by Newberry County Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025 in meeting duly assembled at Newberry, South Carolina.

**NEWBERRY COUNTY COUNCIL**

**(SEAL)**

**By:** \_\_\_\_\_  
Nicholas Shealy, Chairman

**Attest:**

\_\_\_\_\_  
Andrew Wigger, Clerk to Council

1<sup>st</sup> reading: \_\_\_\_\_

2<sup>nd</sup> reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

3<sup>rd</sup> reading: \_\_\_\_\_

Reviewed and approved as to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
County Administrator



**Newberry County  
Administration**  
1309 College Street  
Newberry, SC 29108  
803-321-2100

### Agenda Briefing

Prepared By: Katie Werts	Title: Director of Building & Zoning
Department: Building & Zoning	Division: Zoning
Date Prepared: September 8, 2025	Meeting Date: September 17, 2025
Legal Review:	Date:
Budget Review: N/A	Date: N/A
Approved for Consideration: Joint Planning Commission	Date: September 10, 2025
Request Consideration by Committee / County Council: Planning Commission	
Subject: Rezoning Request MA02-08-19-25	

**STAFF'S RECOMMENDED ACTION:**

Rezoning request MA02-08-19-25 by applicant TerryLynn DiChiara. This request is to rezone one (1) property totaling twenty-nine and ten hundredths (29.10) acres located at 1799 Whitener, from RG-General Residential to R2-Rural.

**FIDUCIARY:**

Are Funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

N/A

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA (S) OF LEGAL EXPOSURE:**

#### SUMMARY DISCUSSION:

Rezoning request MA02-08-19-25 by applicant TerryLynn DiChiara. This request is to rezone one (1) property totaling twenty-nine and ten hundredths (29.10) acres located at 1799 Whitener, from RG-General Residential to R2-Rural.

The Comprehensive Plan shows this property to be within the Transitional District. Rezoning to R2-Rural fits within the characteristics of the Transitional District. Staff and Planning Commission both recommend the rezoning request to R2-Rural.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

None

#### ATTACHMENTS:

Ordinance No. 09-05-2025

Staff Report



**Newberry County  
Administration**  
1309 College Street  
Newberry, SC 29108  
803-321-2100

### Agenda Briefing

Prepared By: Crystal Waldrop	Title: Purchasing Director
Department: Administration	Division: Procurement
Date Prepared: September 10, 2025	Meeting Date: September 17, 2025
Legal Review: n/a	Date:
Budget Review:	Date:
Approved for Consideration:	Date:
Request Consideration by Committee / County Council	
Subject: Request for Qualifications: 2025-15 Bridge Engineering Services and FEMA Compliance	

**STAFF'S RECOMMENDED ACTION:** The evaluation committee recommends the highest ranked firm, Parrish & Partners for these services.

**FIDUCIARY:** Staff, along with Berquist Recover Consulting Services, will work with the highest ranked firm to negotiate a contract to ensure we adhere to FEMA Regulations.

Are Funds allocated in the department's current fiscal year budget?		Yes	X	No
If no, is a budget amendment necessary?		Yes	X	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

**ADDITIONAL COMMENTS FOR CONSIDERATION:** There were a total of seven responses to the solicitation.

**ATTACHMENTS:** Committee Evaluation Sheet and individual committee evaluations from Tommy Long, Josh Rowe and Crystal Waldrop.

Included is also detailed summary from Berquist Consulting Services describing their role, as well as Parrish & Partners' for engineering services, the County's funding & cost share to implement the scope of work in the solicitation, and damage descriptions of those bridges that have been identified in Newberry County due to the result of the storm Helene.

## 2025-15 RFQ: Bridge Engineering Services & FEMA Compliance Services

	Tommy Long, Emergency Mgmt. Director	Josh Rowe, PW Director	Crystal Waldrop, Purchasing Director	Total
Cranston Engineering	93	80	88	87
Infrastructure Consulting & Engineering, LLC	79	95	80	85
Kimley-Horn	98	85	95	93
Kisinger Campo & Associates	96	90	95	94
Parrish & Partners	99	85	100	95
Rummel, Klepper & Kahl, LLP	99	90	91	93
Weston & Sampson	95	85	88	89

Committee Evaluation  
 Recommendation: Parrish & Partners

	Experience with FEMA PA/HMGP and Disaster Recovery	Relevant Bridge/Infrastructure Engineering Experience	Qualifications of Project Team & Subconsultants	Project Approach and Understanding of FEMA Compliance	References Past Performance	Total
	25%	25%	20%	15%	15%	100%
Cranston Engineering	25	25	16	15	12	893
Infrastructure Consulting & Engineering LLC	20	23	16	10	10	879
Kinley-Horn	25	25	18	15	15	898
Kislinger Campo & Associates	25	25	16	15	15	896
Parrish & Partners	25	25	20	15	15	899
Rummel, Klepper & Kahl, LLP	25	25	20	15	14	899
Weston & Sampson	25	25	18	15	12	895

Tommy Long, Emergency Services Director




	Experience	Relevant	Qualifications of	Project	References	Total
	with FEMA PA/HMGP and Disaster Recovery	Bridge/Infrastructure	Project Team & Subconsultants	Approach and Understanding of FEMA Compliance	Past Performance	
	25%	25%	20%	15%	15%	100%
Cranston Engineering	25	15	15	15	10	80
Infrastructure Consulting & Engineering LLC	25	25	15	15	15	95
Kimley-Horn	25	15	20	15	10	85
Kisinger Cambo & Associates	25	15	20	15	15	90
Parrish & Partners	20	20	20	15	15	85
Runnel, Klepper & Kahl, LLP	20	25	15	15	15	90
Weston & Sampson	20	20	20	15	10	85

Josh Rowe, Public Works Director

2025-15 RFQ: Bridge Engineering Services & FEMA Compliance Services

	Experience with FEMA PA/HMGP and Disaster Recovery 25%	Relevant Bridge/Infrastructure Engineering Experience 25%	Qualifications of Project Team & Subconsultants 20%	Project Approach and Understanding of FEMA Compliance 15%	References Past Performance 15%	Total 100%
Cranston Engineering	25	20	15	15	13	88
Infrastructure Consulting & Engineering LLC	20	22	18	10	10	80
Kimley-Horn	25	20	20	15	15	95
Kisinger Campo & Associates	20	25	20	15	15	95
Parrish & Partners	25	25	20	15	15	100
Rummel, Klepper & Kahl, LLP	25	25	15	13	13	91
Weston & Sampson	20	20	18	15	15	88

Crystal Waldrop, Purchasing Director  




## **Newberry County Engineering Services for FEMA Projects**

**Newberry County Council**  
September 10, 2025

**Berquist Recovery Consulting**  
9600 Two Notch Rd.  
Suite: 5-146  
Columbia, South Carolina 29223

**Chris Wood - Consultant**  
(843) 276-5192  
[cwood@berquistrecoveryconsulting.com](mailto:cwood@berquistrecoveryconsulting.com)

## **Newberry County – Engineering Services Scope Overview Bridge Repair & Replacement (Hurricane Helene)**

The engineering team will provide professional services to support the repair and replacement of nine county bridges damaged during Hurricane Helene. The majority of these structures are timber-framed, with one concrete bridge included. Engineering services will include:

- Field assessments and structural evaluations
- Design and engineering for repair or replacement
- Environmental and regulatory compliance reviews
- Hydrologic and hydraulic modeling for stormwater resilience
- Preparation of detailed cost estimates and FEMA project documentation
- Construction-phase oversight and coordination

These projects fall primarily under FEMA Category C (roads/bridges) and are critical to restoring safe and reliable transportation across the county.

## **Lynches Woods Park – 404 Mitigation Projects**

In addition to bridge work, the engineering team will lead hazard mitigation efforts at Lynches Woods Park through FEMA's Section 404 Hazard Mitigation Grant Program. This scope includes:

- Conducting a hydrology study to evaluate stormwater flow and flood risks
- Designing mitigation measures to eliminate chronic flooding and erosion
- Restoration of trails, culverts, and park infrastructure impacted by water damage
- Developing long-term solutions that preserve the park's recreational value while increasing resiliency to future storm events

These mitigation projects will strengthen community assets, protect natural resources, and reduce future recovery costs.

Together, the bridge repair program and Lynches Woods mitigation efforts represent a coordinated approach to recovery and resilience. These projects ensure FEMA compliance, enhance public safety, and provide long-term protection for Newberry County's infrastructure and community resources.

## **Parrish & Partners, LLC – Firm Overview**

Parrish & Partners, LLC is a full-service transportation engineering consulting firm founded in 2013. With leadership experience dating back to the 1970s, the firm specializes in highways, bridges, and aviation projects across the Southeast. They have a strong record of managing complex infrastructure projects with integrity, collaboration, and client-focused service.

### **Key Strengths & Capabilities**

Parrish & Partners brings a wealth of expertise to public infrastructure projects. Their senior leadership has more than four decades of transportation experience, and the firm offers comprehensive services including feasibility studies, NEPA and environmental documentation, hydraulic and hydrologic analysis, bridge and roadway design, construction engineering and inspection, program management, and cost estimating. The firm's project portfolio demonstrates success across the region, including the S-39 Bridge Replacement in Chesterfield County, the SCDOT Emergency Bridge Replacement Package serving multiple counties (including Newberry), the I-85 Reconstruction and Widening, and numerous airport improvement projects such as Asheville Regional and Myrtle Beach International. With offices in Columbia, Charleston, Charlotte, Greensboro, Raleigh, and Glen Allen, they maintain a strong presence across South Carolina and neighboring states.

### **Why They Are Well-Qualified for Newberry County?**

Parrish & Partners is well-positioned to deliver Newberry County's recovery and mitigation projects. Their direct experience with emergency bridge replacement programs ensures that hurricane-damaged bridges will be assessed and designed efficiently to meet FEMA requirements. They are capable of managing the entire process, from initial assessments through design, permitting, and construction oversight, which supports timely FEMA documentation and reimbursement. The firm's Columbia office allows for quick response, site visits, and coordination with county staff and stakeholders. Their values-driven approach emphasizes communication, quality, and accountability—ensuring that Newberry County receives transparent service and resilient infrastructure improvements. By combining technical expertise with local presence and a proven track record, Parrish & Partners offers the county a trusted partner for both bridge recovery and long-term mitigation projects.

Parrish & Partners provides the technical expertise, regional presence, and client-focused service necessary to deliver Newberry County's bridge and mitigation projects successfully.

## **BRC & Parrish & Partners – Joint Project Collaboration**

Berquist Recovery Consulting (BRC) and Parrish & Partners, LLC will work in close partnership to ensure the successful delivery of Newberry County's bridge recovery and mitigation projects. Together, the two firms will combine technical engineering expertise with federal grant management and construction oversight experience to provide a seamless and accountable process from start to finish.

Parrish & Partners will lead the engineering aspects of the program, including field assessments, hydrologic and hydraulic studies, environmental reviews, and the design of bridge repairs and replacements. Their team will also provide construction oversight and quality control to ensure all projects meet South Carolina Department of Transportation and FEMA standards for safety and resilience.

BRC, under the leadership of Chris Wood, will oversee compliance with FEMA Public Assistance and Hazard Mitigation Grant Program requirements. Chris brings extensive construction background, having managed large-scale recovery projects, and multiple storm responses. His direct experience with construction sequencing, estimating, and contractor coordination ensures that every stage of these projects from design through project completion will meet FEMA's strict eligibility requirements. BRC will:

- Review engineering designs to confirm FEMA-eligible scope and cost coding
- Monitor construction activities to ensure work matches approved designs and FEMA documentation
- Provide detailed project tracking, daily reporting, and cost reconciliation to protect the County's eligibility for reimbursement
- Act as the liaison between contractors, Parrish & Partners, and FEMA/SCEMD to address issues quickly and keep work in compliance

### **County Leadership Integration**

These projects will be carried out in close coordination with Newberry County leadership: Josh Rowe, Director of Public Works, will oversee daily coordination of field activities, ensuring the engineering and construction teams align with county priorities. Keith Suber, Assistant Director of Public Works, will support technical oversight, site inspections, and provide direct input on maintenance and operational needs for the bridges. Tommy Long, Emergency Management Director, will ensure that all recovery and mitigation efforts remain aligned with FEMA disaster recovery requirements and county emergency management strategies, particularly in areas where infrastructure resilience intersects with public safety.

By aligning engineering expertise, hands-on construction and FEMA compliance management, and local leadership oversight, BRC, Parrish & Partners, and Newberry County will deliver bridges and mitigation projects that are not only stronger and safer for the community but also fully reimbursable under federal disaster recovery programs.

## **Newberry County Bridge & Mitigation Projects – Timeline**

This timeline provides an overview of the anticipated phases for the bridge recovery and Lynchess Woods mitigation projects following Hurricane Helene. The schedule is based on FEMA Public Assistance and Hazard Mitigation Program requirements, engineering standards, and construction best practices.

**Initial Assessments (0–30 days):** Engineering field inspections, data collection, and preliminary cost estimates.

**FEMA Project Formulation (1–3 months):** Development of detailed scopes of work, FEMA documentation, and cost eligibility review.

**Environmental & Regulatory Review (3–6 months, concurrent):** NEPA, wetlands, endangered species, historic, and permitting requirements.

**Final Design & Engineering (6–12 months):** Hydrology/hydraulic studies, bridge design, and mitigation planning for Lynchess Woods.

**FEMA Review & Obligation (1–2 months):** FEMA/SCEMD review of submitted projects and funding obligation.

**Construction Procurement (1–3 months):** Competitive bidding and contractor selection in compliance with FEMA requirements.

**Construction (12–48 months):** Bridge replacements/repairs and Lynchess Woods mitigation implemented with oversight.

**Project Closeout (18–24 months):** Final inspections, cost reconciliation, and FEMA project closeout with county staff.

This schedule ensures that Newberry County can meet FEMA deadlines, maintain compliance, and deliver safe, resilient infrastructure for the community. Critical access bridges will be prioritized to restore service for emergency response, school transportation, and residents as quickly as possible.

## **Consequences of Leaving Damaged Bridges Closed**

If Newberry County chooses not to repair or replace the bridges damaged during Hurricane Helene, the decision will have significant public safety, economic, financial, and long-term infrastructure consequences. Below is an overview of the risks and impacts of inaction.

### **Public Safety & Access**

Emergency response delays due to detours, increasing risk to life and property.  
Disruptions to school bus routes, mail delivery, and public works services.  
Isolation of residents, farms, and businesses located beyond closed bridges.

### **Economic & Financial Impacts**

Increased costs for agriculture and local businesses moving goods and equipment.  
Potential decline in property values for areas cut off by closures.  
Loss of FEMA mitigation eligibility if facilities are not restored after a declared disaster.

### **Liability & Legal Risk**

Safety hazards from deteriorating closed structures may expose the county to liability.  
The county remains legally responsible for closed bridges despite non-use.

### **Infrastructure & Long-Term Costs**

Closed bridges will continue to deteriorate, raising future repair or replacement costs.  
Delaying action risks losing FEMA's 75% federal funding share, shifting costs to local taxpayers.

Remaining open bridges will bear heavier traffic, reducing their service life.

**Bottom Line:** Leaving the bridges closed is not a no-cost option. It increases risks to public safety, imposes hidden costs on residents and businesses, and could jeopardize FEMA reimbursement opportunities. Acting now allows the county to restore safe access, strengthen infrastructure, and leverage federal funding before the recovery window closes.



## **Funding & Cost Share – Newberry County Bridge Projects**

The following outlines how FEMA funding, county labor/equipment reimbursement, and surplus funds will support the repair and replacement of bridges damaged during Hurricane Helene. This overview demonstrates how Newberry County can leverage FEMA programs to minimize out-of-pocket costs while delivering \$4–5 million in critical infrastructure improvements.

### **County Employees & Equipment Coverage**

**Force Account Labor (FAL):** FEMA reimburses county employees' time spent on eligible disaster work. Overtime is fully reimbursable, and fringe benefits are included.

**Force Account Equipment (FAE):** Use of county-owned equipment (dump trucks, excavators, graders, etc.) is reimbursed at FEMA's hourly rates.

**Donated Resources:** Volunteer labor, donated equipment, or materials can count toward the county's 25% cost share requirement.

### **Surplus Reimbursements**

Because county crews and equipment were heavily used during the disaster response, FEMA reimbursement for their time and machinery will generate nearly \$1 million in surplus funds. These dollars directly reduce the county's financial burden for upcoming bridge projects.

### **Bridge Cost Estimate & FEMA Share**

If the bridges cost an estimated \$4–5 million to repair/replace:

FEMA (75%): \$3M – \$3.75M

County Share (25%): \$1M – \$1.25M

Offset: Surplus FEMA reimbursements (~\$1M) may cover most or all of the county's match.

Newberry County can rebuild \$4–5 million worth of bridges with little to no net cost to its general fund. By leveraging FEMA reimbursements for labor and equipment, the county can meet its match requirements and restore safe, resilient infrastructure for the community.

## **Preliminary Damage Descriptions**

### **Damage #1525632: Lynches Woods Bridge**

Facility: A single-lane, stress-laminated timber bridge in Lynches Woods Park, Newberry, SC, built in 1934, 30 ft long, 16 ft wide, 6 ft high, used for pedestrian access.

Damage: Occurred on 9/27/2024 due to heavy winds, fallen trees, heavy rains, and high-velocity floodwaters. Damage includes a broken wood guardrail (downstream west side), four broken wood post supports (upstream), 6.22 cubic yards of displaced riprap, and 8 cubic yards of scoured/undermined soil.

Status: 0% work completed.

### **Damage #1525628: Oxner Road Bridge**

Facility: A single-lane wooden beam bridge in Newberry County, SC, built in 1971, 90 ft long, 17 ft wide, 15 ft high, supporting two-way vehicle traffic over Cannon Creek.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's severe storms, high winds, and flooding. Damage includes two broken bridge railing timbers, two broken bridge pilings, one broken support cross brace timber, and four undulated/leaned bridge support pilings.

Status: 0% work completed.

### **Damage #1525629: Claude Counts Road Bridge**

Facility: A single-lane wooden bridge in Prosperity, SC, built in 1955, 32 ft long, 15.5 ft wide, 12 ft high, with 10 spans.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's storms, high winds, and flooding, causing trees to fall. Damage includes deterioration of one wooden deck board, 46 decking boards, six telephone pilings, three center caps, nine box pilings, 12 cross braces, and two handrails/safety guard rails.

Status: 0% work completed.

### **Damage #1525630: Ruff Bottom Road Bridge**

Facility: A single-lane wooden beam bridge in Newberry County, SC, built in 1962, 32 ft long, 18.5 ft wide, 11 ft high, supporting two-way vehicle traffic.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's storms, high winds, and flooding. Damage includes two broken bridge railing timbers, eight broken west headwall timbers, three broken west headwall pilings, and six broken east headwall timbers.

Status: 0% work completed.

### **Damage #1525631: Union School Road Bridge**

Facility: A single-lane wooden bridge in Prosperity, SC, built in 1955, 57 ft long, 15.5 ft wide, 12 ft high, with 10 spans and gravel approach.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's storms, high winds, and flooding.

Damage includes deterioration of six decking boards, 10 curbing woods, nine pilings, one wooden header, one wooden box header, 12 cross bracings, two caps, four cross member supports, and two cross bracings.

Status: 0% work completed.

#### **Damage #1525633: Darren Boozer Road Bridge**

Facility: A single-lane wooden bridge with concrete footers in Prosperity, SC, built in 1955, 62 ft long, 15 ft wide, 15 ft high, with 15 spans.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's increased water flow and debris damming. Damage includes deterioration of 12 cross supports, nine headers, three board headers, 45 girders, 12 pilings, four concrete footers, four base boards, one deck, eight handrails, one retaining wall, and four wing walls.

Status: 0% work completed.

#### **Damage #1526288: Epting Road Bridge**

Facility: A single-lane wooden bridge in Newberry, SC, built in 1981, 32 ft long, 17 ft wide, 10 ft high, crossing a creek.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's high-velocity floodwaters and two fallen trees. Damage includes an undermined and broken wooden deck with timber supports and eight detached/broken side bridge railings.

Status: 0% work completed.

#### **Damage #1526523: Lon Stodenmire Trail Bridge**

Facility: A single-lane wooden beam bridge in Newberry County, SC, built in 1955, 31 ft long, 20 ft wide, 8 ft high, supporting two-way vehicle traffic.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's storms, high winds, and flooding.

Damage includes two broken bridge railing timbers, two broken/leaned south wingwall pilings, four broken/leaned south wingwall timbers, one broken south headwall brace timber, four leaned midpoint support pilings, and one undermined concrete support footer.

Status: 0% work completed.

#### **Damage #1526525: Pineland Road Bridge**

Facility: A two-lane concrete bridge in Chappells, SC, built in 2005, 60 ft long, 24 ft wide, 9 ft high, crossing a river.

Damage: Occurred on 9/27/2024 due to Hurricane Helene's storms and high-velocity floodwaters. Damage includes 6.67 cubic yards of undermined and washed-out riprap beneath the bridge abutment.

Status: 0% work completed.

# **Newberry County – Bridge Engineering Services FAQ's**

## **Funding & Cost Share**

These engineering costs, as well as the eventual construction, are eligible under FEMA's Public Assistance Program. FEMA will cover 75% of eligible costs, with the county responsible for a 25% match. We are also actively exploring state programs that may help offset that local share, including hazard mitigation funds through SCEMD. The goal is to minimize the financial burden on the county.

## **Timeline & Urgency**

Engineering assessments will begin within the next 60 days. This allows us to meet FEMA's required deadlines for project formulation. Once designs are completed and approved, construction can begin, with overall project completion expected within 36–48 months. For critical access points, temporary traffic control or detours are being evaluated to ensure emergency services and school transportation are not disrupted.

## **Public Safety & Accessibility**

Public safety is our highest priority. Several of these bridges are critical for emergency response and school bus routes. As part of the engineering work, each bridge will be prioritized based on community impact. The most critical crossings will be addressed first to restore safe and reliable access.

## **Engineering & Design Standards**

All bridges will be rebuilt to current South Carolina Department of Transportation and FEMA standards, incorporating resiliency measures such as stronger materials, higher load ratings, and in many cases, upsized culverts to handle greater stormwater flow. This ensures the county is not just replacing what was lost, but building back stronger to reduce future risk.

## **Environmental & Regulatory Issues**

Each project will undergo the required environmental and regulatory reviews, including wetlands, endangered species, and cultural resources. These reviews are standard for FEMA-funded projects. The engineering team is experienced in working with these requirements and will incorporate them into the project schedule to avoid unnecessary delays.

## **Procurement & Oversight**

The engineering firm was selected through a competitive procurement process consistent with FEMA's procurement requirements. This ensures all costs remain eligible for reimbursement. The county will maintain oversight with regular progress reporting, and all documentation will be provided to FEMA to ensure transparency and accountability.

## **Long-Term Planning**

These projects are not just about repairing bridges — they are an investment in the county's resilience. By designing to higher standards and considering hazard mitigation measures, we can reduce repetitive losses. Where appropriate, we will coordinate with mitigation funding

programs like Hazard Mitigation Grant Program (HMGP) and BRIC to further strengthen the infrastructure and reduce the county's long-term exposure to disaster costs.

**Newberry County  
Administration**

1309 College Street  
P.O. Box 156  
Newberry, SC 29108  
803-321-2100



**Agenda Item Briefing**

**Subject:** Phase IIIB 12-Inch Water Line & 8-Inch Gravity Wastewater Line Improvements - M CCP

**Prepared By:** Jessie Long

**Title:** Coordinator

**Department/Division:** Economic Development

**Date Prepared:** 9/8/2025

**Legal Review:** \_\_\_\_\_

**Date:** Click or tap to enter a date.

**Finance Review:** \_\_\_\_\_

**Date:** Click or tap to enter a date.

**Administrator Review:** \_\_\_\_\_

**Date:** Click or tap to enter a date.

**Requested meeting:**  Committee  County Council  
2025

**Meeting Date:** Wednesday, September 17,

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?

Yes

No

If NO, is a budget amendment necessary?

Yes

No

**STAFF’S RECOMMENDED ACTION:**

Award the contract for the Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements at M CCP to the low bidder, Lake Murray Utility Company, Inc. of Prosperity, SC for the Base Bid of \$657,700.00 and Base Bid Alternate No. 1 of \$88,150.00 for a total of \$745,850.00. This recommendation agrees with the recommendation of Alliance Consulting Engineers, Inc.

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

None known

**SUMMARY DISCUSSION:**

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

**ATTACHMENTS:**

See attached bid information as provided from Alliance Consulting Engineers, Inc.



September 5, 2025

Mr. Rick Farmer, SCCED  
Director  
Newberry County Economic Development  
Post Office Box 381  
Newberry, South Carolina 29108

RE: Phase IIIB 12-Inch Water Line and 8-Inch Gravity  
Wastewater Line Improvements to Serve the  
± 463-Acre Mid-Carolina Commerce Park in  
Newberry County, South Carolina  
Project No. 25105-0036

Dear Rick:

On August 28, 2025 at 3:00 PM, Newberry County received three (3) Responsive Bids from potential contractors for the Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the ± 463-Acre Mid-Carolina Commerce Park in Newberry County. Alliance Consulting Engineers, Inc. has reviewed the bids received and prepared the enclosed Certified Bid Tabulation, Bid Comparison Sheet, Bid Opening Proceedings and Bid Opening Sign-In Sheet for the referenced project for your consideration.

Based on a review of the bids submitted, review of the Contractor/Subcontractor Qualifications, interviews with references from previous work experience and confirmation the bid received is within the available funding budget, Alliance Consulting Engineers, Inc. recommends that the contract for the Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the ± 463-Acre Mid-Carolina Commerce Park in Newberry County be awarded to the low bidder, based on the Base Bid in accordance with Technical Specifications Section 01 23 00 – Bid Alternates and Substitutes, Lake Murray Utility Company, Inc. of Prosperity, South Carolina for the Base Bid in the amount of \$657,700.00 and the Base Bid Alternate No. 1 in the amount of \$88,150.00 for a Total Amount of \$745,850.00.

If Newberry County is in agreement with the recommendation outlined above, please sign and date the six (6) enclosed copies of the Notice of Award and return all five (5) copies to our office at your earliest convenience.

If you have any questions or comments regarding the above information, please contact our office at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Kyle M. Clampitt, P.E.  
Senior Vice President

Enclosures

cc: Mr. Jeff Shacker, Newberry County w/ enclosures  
Ms. Crystal Waldrop, Newberry County w/ enclosures  
Ms. Jackie Taylor, South Carolina Department of Commerce w/ enclosures  
Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.  
Mr. Dave M. Novotny, P.E., Alliance Consulting Engineers, Inc.  
Mr. Jesse A. Mefford, P.E., Alliance Consulting Engineers, Inc.

Alliance Consulting Engineers, Inc.

Post Office Box 8147 Columbia, SC 29202-8147 Phone 803 779-2078 Fax 803 779-2079 [www.allianceCE.com](http://www.allianceCE.com)



**CERTIFIED AS A TRUE AND CORRECT  
TABULATION OF BIDS RECEIVED**

  
 Kyle M. Clampitt, P.E.  
 Senior Vice President

**BIDS RECEIVED**

**PROJECT:** Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the Mid-Carolina Commerce Park for Newberry County, South Carolina

**PROJECT NO.:** 25105-0036

**PLACE:** Newberry County Courthouse Annex Conference Room  
1309 College Street  
Newberry, South Carolina 29108

**DATE:** Thursday, August 28, 2025 at 3:00 PM

CONTRACTOR	AMOUNT OF BASE BID	AMOUNT OF BASE BID ALTERNATE NO. 1	TOTAL BASE BID WITH BASE BID ALTERNATE NO. 1	ORDER OF BIDS
Lake Murray Utility Company, Inc. Prosperity, South Carolina	\$657,700.00	\$88,150.00	\$745,850.00	1
Long & Sons Utility Company, Inc. Simpsonville, South Carolina	\$669,913.00	\$75,500.00	\$745,413.00	2
D.S. Utilities, Inc. Little Mountain, South Carolina <sup>1</sup>	\$916,910.00	\$120,915.00	\$1,037,825.00	3

Note: Please see error notation.

D.S. Utilities, Inc. submitted a unit price of \$1.50 for line item #3 in the Base Bid Section. An error was noted in their calculations for the total amount of that line item. DS Utilities, Inc. submitted a total price of \$2,601.50 when the total amount for that line item should be \$3,900.00. This error results in an increase to the item total and overall bid submission total in the amount of \$1,298.50.



**Bid Comparison Sheet**  
**Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements**  
**Mid-Carolina Commerce Park**  
**Newberry County, South Carolina**

No.	Quantity	Unit	Item Description	Lake Murray Utility Company, Inc. Prosperity, South Carolina		Long & Sons Utility Company, Inc. Simpsonville, South Carolina		D.S. Utilities, Inc. Little Mountain, South Carolina 1	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	1	LS	Metalization/Bonds	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00	\$24,000.00	\$24,000.00
2	2	EA	Construction Entrance	\$3,500.00	\$7,000.00	\$4,000.00	\$4,000.00	\$2,320.00	\$4,640.00
3	2600	LF	Silt Fencing	\$5.00	\$13,000.00	\$6.00	\$15,600.00	\$1.50	\$3,900.00
4	600	LF	Double Row Silt Fencing	\$10.00	\$6,000.00	\$10.00	\$6,000.00	\$3.00	\$1,800.00
5	8	EA	Silt Fence Rock Outlet	\$1,200.00	\$9,600.00	\$1,350.00	\$10,800.00	\$225.00	\$1,800.00
6	2	EA	Rock Check Dam	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$280.00	\$560.00
7	4	AC	Clearing and Grubbing	\$20,000.00	\$80,000.00	\$22,200.00	\$88,800.00	\$12,320.00	\$49,280.00
8	20	LF	Remove and Replace Site Fencing at Pump Station	\$80.00	\$1,600.00	\$125.00	\$2,500.00	\$112.00	\$2,240.00
9	120	LF	8-inch DIP Gravity Wastewater Line (Protecto 401 Lined) (Less Than 8 Feet Deep)	\$150.00	\$18,000.00	\$157.00	\$18,840.00	\$251.00	\$30,120.00
10	1,920	LF	8-inch SDR-35 PVC Gravity Wastewater Line (Less Than 8 Feet Deep)	\$65.00	\$124,800.00	\$60.00	\$115,200.00	\$141.00	\$270,720.00
11	1,000	LF	8-inch SDR-35 PVC Gravity Wastewater Line (Greater Than 8 Feet Deep)	\$100.00	\$100,000.00	\$65.00	\$65,000.00	\$168.00	\$168,000.00
12	4	EA	Wastewater Manhole (Less Than 8 Feet Deep)	\$7,500.00	\$30,000.00	\$4,500.00	\$18,000.00	\$9,835.00	\$39,340.00
13	5	EA	Wastewater Manhole (Greater Than 8 Feet Deep)	\$9,500.00	\$47,500.00	\$6,000.00	\$30,000.00	\$13,195.00	\$65,975.00
14	1	LS	Connect to Existing Wastewater System	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$11,200.00	\$11,200.00
15	1,200	LF	12-inch DIP Water Main, CL 350 (Includes Fittings / Appurtenances)	\$100.00	\$120,000.00	\$125.00	\$150,000.00	\$115.50	\$138,600.00
16	2	EA	12-inch Gate Valve with Box	\$6,000.00	\$12,000.00	\$7,100.00	\$14,200.00	\$5,450.00	\$10,900.00
17	1	EA	12-inch Restrained Joint Plug	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$1,385.00	\$1,385.00
18	1	EA	Air Relief Valve with Structure	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$5,900.00	\$5,900.00
19	2	EA	Fire Hydrant Assembly (includes Appurtenances/Hydrant Valve/Hydrant Stern)	\$8,500.00	\$17,000.00	\$12,000.00	\$24,000.00	\$10,500.00	\$21,000.00
20	1	LS	Connect to Existing Water System	\$1,200.00	\$1,200.00	\$5,473.00	\$5,473.00	\$1,610.00	\$1,610.00
21	100	CY	Rock Excavation	\$200.00	\$20,000.00	\$375.00	\$37,500.00	\$505.00	\$50,500.00
22	4	AC	Permanent Grassing	\$4,000.00	\$16,000.00	\$4,300.00	\$17,200.00	\$3,360.00	\$13,440.00
<b>TOTAL BASE BID</b>				<b>\$657,700.00</b>	<b>\$657,700.00</b>	<b>\$669,913.00</b>	<b>\$669,913.00</b>	<b>\$916,910.00</b>	<b>\$916,910.00</b>
1	350	LF	Silt Fencing	\$5.00	\$1,750.00	\$6.00	\$2,100.00	\$1.50	\$525.00
2	200	LF	Double Row Silt Fencing	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$3.00	\$600.00
3	2	EA	Silt Fence Rock Outlet	\$1,200.00	\$2,400.00	\$1,350.00	\$2,700.00	\$280.00	\$560.00
4	0.5	AC	Clearing and Grubbing	\$20,000.00	\$10,000.00	\$22,200.00	\$11,100.00	\$12,320.00	\$6,160.00
5	140	LF	8-inch DIP Gravity Wastewater Line (Protecto 401 Lined) (Less Than 8 Feet Deep)	\$150.00	\$21,000.00	\$157.00	\$21,980.00	\$223.00	\$31,220.00
6	320	LF	8-inch SDR-35 PVC Gravity Wastewater Line (Greater Than 8 Feet Deep)	\$100.00	\$32,000.00	\$65.00	\$20,800.00	\$168.00	\$53,760.00
7	1	EA	Wastewater Manhole (Less Than 8 Feet Deep)	\$7,500.00	\$7,500.00	\$4,600.00	\$4,600.00	\$11,525.00	\$11,525.00
8	1	EA	Wastewater Manhole (Greater Than 8 Feet Deep)	\$9,500.00	\$9,500.00	\$8,070.00	\$8,070.00	\$14,885.00	\$14,885.00
9	0.5	AC	Permanent Grassing	\$4,000.00	\$2,000.00	\$4,300.00	\$2,150.00	\$3,360.00	\$1,680.00
<b>TOTAL BASE BID ALTERNATE NO. 1</b>				<b>\$88,150.00</b>	<b>\$88,150.00</b>	<b>\$75,500.00</b>	<b>\$75,500.00</b>	<b>\$120,915.00</b>	<b>\$120,915.00</b>
<b>TOTAL BASE BID WITH ALTERNATE NO. 1</b>				<b>\$745,850.00</b>	<b>\$745,850.00</b>	<b>\$745,413.00</b>	<b>\$745,413.00</b>	<b>\$1,037,825.00</b>	<b>\$1,037,825.00</b>

NOTE: Please error notation.  
D.S. Utilities, Inc. submitted a unit price of \$1.50 for line item #3 in the Base Bid Section. An error was noted in their calculations for the total amount of that line item. D.S. Utilities, Inc. submitted a total price of \$2,601.50 when the total amount for that line item should be \$3,900.00. This error results in an increase to the item total and overall bid submission total in the amount of \$1,298.50.



## Bid Opening Proceedings

**Date/Time:** Thursday, August 28, 2025 at 3:00 PM

**Place:** Newberry County Courthouse Annex Conference Room  
1309 College Street  
Newberry, South Carolina 29108

**Reference:** Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the Mid-Carolina Commerce Park in Newberry County, South Carolina

**Bid No.:** 2025-16

**Project No.:** 25105-0036

<b>Attendees:</b>	Mr. Scott Sawyer	Newberry County
	Ms. Crystal Waldrop	Newberry County
	Ms. Rachel Loucks	Long & Sons Utility Company, LLC
	Mr. Robert McClam	D.S. Utilities, Inc.
	Mr. Jennings Parker	Lake Murray Utility Company, Inc.
	Mr. Jesse Mefford, P.E.	Alliance Consulting Engineers, Inc.

At 3:00 P.M. Mr. Mefford called time and closed receiving bids in the Conference Room and to the attendees and commenced the Bid Opening. Mr. Mefford introduced himself and the representatives of Newberry County and welcomed those in attendance. The Sign-in Sheet and the Bids Received Sheet were provided to all attendees.

Mr. Mefford began the proceedings and noted the bid opening was for the Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the Mid-Carolina Commerce Park in Newberry County. Mr. Mefford stated that three (3) bids were received by Newberry County and were opened in no particular order. Mr. Mefford stated that the bid package submitted would be reviewed to ensure that all the pertinent information required was submitted. As each bid package was opened, Mr. Mefford verified that the hard copy of the bid security was present, signed and sealed and the project Bid Form from the prospective contractor was present, signed and sealed. Mr. Mefford read the bid total aloud. These values were read aloud both in word and number format for clarity.

Mr. Mefford stated that the apparent low bidder based upon Base Bid for the Phase IIIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the Mid-Carolina Commerce Park in Newberry County was Lake Murray Utility Company, Inc. The bids received will be returned to Alliance Consulting Engineers Inc.'s Corporate Headquarters to verify quantities, unit price, and confirm the bids received are within the available funding budget. Mr. Mefford stated that a



Recommendation of Award, Certified Bid Tabulation, Bid Comparison Sheet, and Bid Opening Proceedings would be provided to the bidders and those in attendance.

Mr. Mefford next opened the floor for questions from those present at the Bid Opening. Hearing no questions or comments, Mr. Mefford stated that on behalf of Newberry County and Alliance Consulting Engineers, Inc., he appreciated everyone's participation in preparing bids for the project. At that point, the Bid Opening was adjourned. Section 00 45 13 Contractor/Subcontractor Qualifications were provided to Mr. Jennings Parker with Lake Murray Utility Company, Inc. to complete and return within five (5) calendar days to certify the package.





BID OPENING SIGN-IN SHEET

Project Name: Phase IIB 12-Inch Water Line and 8-Inch Gravity Wastewater Line Improvements to Serve the Mid-Carolina Commerce Park for Newberry County, South Carolina

Newberry County Project No.: 2025-16  
25105-0036

Location: Newberry County Courthouse Annex Conference Room  
1309 College Street  
Newberry, South Carolina 29108

Date: Thursday, August 28, 2025 at 3:00 PM

PLEASE PRINT CLEARLY

NAME	COMPANY NAME	ADDRESS	Phone	Email
JESSE MEFFORD	ALLIANCE CONSULTING ENGR., INC.	Post Office Box 8147, Celina, SC 29102	(803) 779-2078	jmefford@alliancece.com
Rachel Lowkes	Long & Sons Utility	109 Rosa Lane, Simpsonville, SC 29681	(814) 967-2813	admin@long-sons.com
Ed McClain	D.S. Civil & Electric Inc.	1644 Hwy 77-44, Hwy 56, 29005	803 345 9187	Ed.McClain.Net
Crystal Williams	Newberry County	Poplar Isle Newberry SC 29108	803 321-1400	crystal.williams@newberrycounty.gov
JENNIFER PARKER	CALHE NORTH & UTILITY CONSTR	PO Box 1089, Columbia, SC 29205	803-730-7652	CHEYL GARTER @ YELP.COM
SCOTT SAWYER	Newberry County	P.O. Box 156, Newberry, SC 29108	803-321-1440	ssawyer@newberrycounty.gov