NEWBERRY COUNTY COUNCIL
COUNTY COUNCIL AGENDA
NEWBERRY COURTHOUSE ANNEX
1309 COLLEGE STREET, NEWBERRY, SC 29108
November 18, 2026
6:00 P.M.

1. Call to order: Karl Sease, Chairman.

2. Invocation and Pledge of Allegiance: Travis Reeder, Vice Chairman

3. Adoption of Minutes:
    a. Newberry County Council Work Session Minutes – November 4, 2026.
    b. Newberry County Council Minutes – November 4, 2026.

4. Approval of Agenda.

5. Proclamations/Resolutions:

6. Administrator's Report:
    c. Employee recognitions: Beth Conner (20 years, Assessor's Office) and Sherry Williams (20 years, NCSO).
    d. Project Updates.

7. Chairman's Comments.

8. Public Hearing:

    e. Ordinance 11-01-2026. An Ordinance approving the execution and delivery of a development agreement between Newberry County and SBS Holdings, LLC regarding the Key Island Estates Project and other related matters.

9. Public Comments Regarding Items on the Agenda (three minutes).

10. Old Business:

f. Second Reading – Ordinance 11-01-2026. An Ordinance approving the execution and delivery of a development agreement between Newberry County and SBS Holdings, LLC regarding the Key Island Estates Project and other related matters.

11. New Business:

g. Consideration and approval for a bid for Whitmire Subertown/Gary Street Sidewalk CDBG 4-CE-22-09 (RFP 2026-01).

12. County Council may take action on matters discussed during executive session during the 5 p.m. meeting.

13. Appointments.

14. Adjournment.

15. Future Meetings:
a. Thanksgiving Holiday – November 26-27 – Offices Closed.
b. Economic Development Committee – December 7 at 5 p.m.
c. Newberry County Council Work Session – December 16 at 5 p.m.
d. Newberry County Council – December 16 at 5 p.m.
e. Christmas Holiday – December 23-25 – Offices Closed.

NEWBERRY COUNTY COUNCIL WORK SESSION
MINUTES
November 4, 2026

Newberry County Council met on Wednesday, November 4, 2026, 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: Karl Sease, Chairman
Leon Fulmer, Council Member
Todd Johnson, Council Member (Virtual)
Travis Reeder, Council Member
Johnny Mack Scurry, Council Member
Robert Shealy, Council Member
Stuart Smith, Council Member
Ted Luckadoo, County Administrator
Joanie Winters, County Attorney
Karen Brehmer, Deputy County Administrator
Debbie Cromer, Finance Director
Rick Farmer, Economic Development Director
Laura Kneece, Coroner
Eric Nieto, IT Director
Andrew Wigger, Clerk to Council/PIO

1. Call to order: Karl Sease, Chairman.

2. Discussion of the purchase of three new camera systems for the Newberry County Coroner's Office, contingent upon grant approval – Coroner Laura Kneece.

   - Ms. Kneece said they are requesting three standardized camera kits at an estimated cost of $12,600 ($4,200 per kit) to improve the NCCO's ability to

document death scenes, injuries, identifying characteristics and other relevant physical evidence.

- The grant to the NCCO office will be 100 percent funded. This grant is through the Bureau of Justice.
- Mr. Smith asked how long it will take to obtain, once awarded; Ms. Kneece estimated within 90 days.
- Mr. Luckadoo said there is no action that will need to be taken, but they wanted to inform council of the intention to apply for the grant.

3. Executive Session:

    a. Receipt of legal advice regarding the disposition of county owned property.

    b. Personnel Matter(s): Discussion regarding contractual and employee matters related to Newberry County Council employees.

- Mr. Shealy made a motion to go into Executive Session; Mr. Scurry provided the second and the motion carried 6-0, Mr. Johnson was not present for the vote.
- Newberry County Council went into Executive Session at 5:04 p.m.
- Mr. Johnson arrived at the meeting virtually during the Executive Session.
- Mr. Fulmer made a motion to come out of Executive Session; Mr. Smith provided the second and the motion carried 7-0.
- Newberry County Council came out of Executive Session at 6:03 p.m.

4. Adjournment.

- Mr. Reeder made a motion to adjourn; Mr. Scurry provided the second and the motion carried 7-0.
- The Newberry County Work Session adjourned at 6:03 p.m.

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NEWBERRY COUNTY COUNCIL

Karl Sease, Chairman

Andrew Wigger, Clerk to Council

Minutes Approved: _____

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NEWBERRY COUNTY COUNCIL
MINUTES
November 4, 2026

Newberry County Council met on Wednesday, November 4, 2026, at 6:03 p.m. at the Newberry County Council Chambers at 1309 College Street, Newberry, SC, for a regular scheduled meeting.

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

PRESENT: Karl Sease, Chairman
Travis Reeder, Vice-Chairman
Leon Fulmer, Council Member
Todd Johnson, Council Member (Virtual)
Johnny Mack Scurry, Council Member
Robert Shealy, Councilman
Stuart Smith, Council Member
Ted Luckadoo, County Administrator
Joanie Winters, County Attorney
Karen Brehmer, Deputy County Administrator
Major Ben Chapman, NCSO
Debbie Cromer, Finance Director
Sheriff Lee Foster, NCSO
Eric Nieto, IT Director
Katie Werts, Planning and Development Director
Andrew Wigger, Clerk to Council/PIO

1. Call to order: Karl Sease, Chairman.

   - Mr. Sease called the meeting to order at 6:03 p.m.

2. Invocation and Pledge of Allegiance: Stuart Smith, Councilman.

   - Mr. Smith led the Invocation and Pledge of Allegiance.

3. Adoption of Minutes:
   a. Newberry County Council Work Session Minutes – October 21, 2026.

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b. Newberry County Council Minutes – October 21, 2026.

- Mr. Fulmer made a motion to accept the minutes as presented; Mr. Smith provided the second and the motion carried 7-0.

4. Approval of Agenda.

- Mr. Shealy made a motion to accept the agenda as presented; Mr. Scurry provided the second and the motion carried 7-0.

5. Proclamations/Resolutions:

- None.

6. Administrator's Report:
   a. Project Updates.

- Mr. Luckadoo reminded everyone that the county offices would be closed on Wednesday, November 11, 2026, for Veterans Day.
- The groundbreaking for the Amphitheater project would be Thursday, November 12, 2026, at 11 a.m. The Delinquent Tax Sale took place on Monday, November 9, 2026, at 9 a.m.
- New Safe Streets for All Community Engagement Sessions have also been scheduled.

7. Chairman's Comments.

- Mr. Sease thanked Ms. Cromer for her hard work helping with the elections over the past months. He said with a short supply of people she went over and helped the office.
- Mr. Sease said they have verified legal status requirements based on the contract by legal counsel and the county administrator is a legal resident of Newberry County.

8. Public Comments Regarding Items on the Agenda (three minutes).

- The following people spoke regarding the above-mentioned regarding legal residence: Joe Trainor, Steve McKean, Forrest Byrd, Vicki Bilka, Becky Boland, Bill

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Parr, Jody Hamm (signed up but passed), Jed Thomas, Tyler Turner (signed up but passed).

9. Old Business:

- None

10. New Business:
    a. First Reading – Ordinance 11-01-2026. An Ordinance approving the execution and delivery of a development agreement between Newberry County and SBS Holdings, LLC regarding the Key Island Estates Project and other related matters.

- Mr. Shealy made a motion to accept first reading; Mr. Fulmer provided the second and the motion carried 7-0.

11. County Council may take action on matters discussed during executive session during the 5 p.m. meeting.

- Mr. Shealy made a motion that the county advertises parcel number 398.23, 1.66 acres on the corner of Main Street and Hillbrook Lane, for a minimum bid of $360,000 with sealed bids and advertised on whatever sites the county advertises. Mr. Scurry provided the second and the motion carried 7-0.

12. Appointments.

- Mr. Shealy made a recommendation for the appointment of Mr. Carroll Scott Koon for the Newberry County Water and Sewer Authority; Mr. Fulmer provided the second and the motion carried 7-0.

13. Adjournment.

- Mr. Shealy made a motion to adjourn; Mr. Fulmer provided the second and the motion carried 7-0.

- Newberry County Council adjourned at 6:21 p.m.

NEWBERRY COUNTY COUNCIL

Karl Sease, Chairman

Andrew Wigger, Clerk to Council

Minutes Approved: _____

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

Agenda Briefing

Prepared By: Building & Zoning Director	Title: Director of Building & Zoning
Department: Building & Zoning	Division: Planning & Zoning
Date Prepared: October 28, 2026	Meeting Date: November 4, 2026 (1st Reading)
Legal Review: Pending County Attorney review	Date: To be completed
Budget Review: To be determined	Date: To be completed
Approved for Consideration: Pending	Date: To be completed
Request Consideration by Committee / County Council	County Council
Subject: Ordinance No. 11-01-2026 — Key Island Estates Development Agreement	

STAFF'S RECOMMENDED ACTION:

Consider first reading of Ordinance No. 11-01-2026 approving the execution and delivery of a Development Agreement between Newberry County and SBS Holdings, LLC for the Key Island Estates project, subject to required public hearings, subsequent readings, and County Attorney review.

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The agreement provides for a $5,000 development fee per single-family detached residential lot, payable upon issuance of each building permit (15 planned lots; potential total $75,000 if all are permitted). The developer bears road, water/sewer infrastructure, and stormwater improvement costs as stated in the agreement. County fire services and other ordinary public-service impacts remain relevant. No specific County appropriation or budget amendment is identified in the ordinance; budget determinations require Finance review.

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

County Attorney review and comments pending. Review statutory notice and public-hearing requirements, vested development rights and

applicability of future regulations, fee limitations, the three-year permit/commencement provisions, indemnification limits, and agreement effectiveness/termination conditions. Confirm consistency of the agreement's references and deadlines before final adoption.

SUMMARY DISCUSSION:

Ordinance No. 11-01-2026 would approve a Development Agreement with SBS Holdings, LLC for Key Island Estates, approximately 34.7 acres (portion of TMS No. 536-15), currently identified as RS zoning. The proposed subdivision consists of 15 single-family residential lots, each at least two acres. The developer is responsible for internal roads and necessary SCDOT entrance/intersection improvements, extension of public sewer service to lots 1–6, and required stormwater facilities. Lots 7–15 currently have water and sewer access. The agreement has a ten-year term, requires applicable development permits, and provides for annual County compliance review.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The ordinance lists first reading for November 4, 2026; public hearing and second reading for November 18, 2026; and a further public hearing and third reading for December 16, 2026. The agreement states that recorded deed copies must be delivered to the County Administrator by December 16, 2026 or it automatically terminates; confirm timing with legal counsel. The development schedule anticipates completion and lot sales in approximately 12 months after subdivision plan approval.

ATTACHMENTS:

Ordinance No. 11-01-2026, including proposed Development Agreement and Exhibits A–C (property description/plat, development program, and development schedule).

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 11-01-2026**
NEWBERRY COUNTY)

AN ORDIANNCE APPROVING THE EXEUCTION AND DELIVERY OF A DEVELOMENT AGREEMENT BETWEEN NEWBERRY COUNTY AND SBS HOLDINGS, LLC REGARDING THE KEY ISLAND ESTATES PROJECT AND OTHER RELATED MATTERS.

WHEREAS, the South Carolina Local Government Development Agreement Act, S.C. Code Ann. §§ 6-31-10 et seq. (the "Act"), authorizes local governments to enter into development agreements in accordance with the requirements of the Act; and

WHEREAS, Newberry County (the "County") has received a proposed Development Agreement with SBS Holdings, LLC (the "Developer"), concerning a development known as Key Island Estates (the "Development Agreement"); and

WHEREAS, the Development Agreement identifies the property as approximately 34.7 acres in Newberry County, further identified as a portion of TMS No. 536-15 and described in Exhibit A to the Development Agreement (the "Property"); and

WHEREAS, the Development Agreement describes a proposed development of fifteen (15) single-family residential lots, with a minimum lot size of two (2) acres, subject to the terms, exhibits, and conditions set forth in the Development Agreement; and

WHEREAS, County Council desires to approve the Development Agreement in the form attached to this Ordinance as Ordinance Exhibit A, following compliance with the applicable notice, hearing, and procedural requirements of the Act and County ordinances;

NOW, THEREFORE, BE IT ORDAINED that:

ARTICLE 1
GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.01. Definitions.

A. In addition to those vest pocket definitions contained throughout this Agreement, as used in this Agreement, the following terms have the following meanings.

1) “County Council” means the governing body of County.

2) “Development Rights” means the right of Developer to develop all or part of the Property in accordance with this Agreement.

3) “Ordinance No. 11-01-2026” means Ordinance No. 11-01-2026 of County which is cited as the Development Agreement Ordinance for Newberry County, South Carolina.

4) “Zoning Ordinance” means the Zoning Ordinance, enacted December 24, 2001, and amended June 11, 2016, as amended to be the most current adopted version on file with the County.

5) “LDR” means the Land Development Ordinance, enacted November 5, 2025, amended to be the most current adopted version on file with the County.

B. Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance, or the Zoning Ordinance and LDR.

Section 1.03. Parties. The Parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to one parcel of land comprising approximately 34.7 acres identified as Tax Map No. 536-15, which is reflected on Exhibit A, attached hereto, and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The property is currently zoned RS.

Section 1.06. Development Program.

A. The Zoning Ordinance and LDR provide for the development uses on the Property, including population densities, building intensities and heights.

B. All lots for the Development must meet all standards contained in the most current version of the Zoning Ordinance and LDR unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the Zoning Ordinance and the LDR and this Agreement, the terms of this Agreement control. The Development Program for the Property is set forth in Exhibit B, attached hereto and incorporated herein by reference as if the exhibit were set out in the Agreement in its entirety.

Section 1.07. Development Schedule.

A. The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in the Agreement in its entirety.

B. County and Developer acknowledge that the development schedule is an estimate. The failure of Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

C. County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified in Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions, provided, however, under no circumstances shall (i) commencement of construction occur on or after a date that is three (3) years from the effective date of this Agreement. Without modification, the Developer must apply for and be approved for the appropriate site work permits within three (3) years from the effective date of the Agreement or the zoning will revert back to the original classification.

D. Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective 60 days from receipt by the Clerk to Council unless County Council has disapproved the proposed adjustment by adoption of a resolution to that effect within the 60-day period.

Section 1.08. Relationship of Parties. The Agreement creates a contractual relationship between the Parties. The Agreement is not intended to create, and does not create the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create and does not create a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

A. The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

B. Except for the owners and lessees of completed residence on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developers must give notice to County of the transfer of property to a developer in the manner prescribed in Section 3.05.

C. Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property when Developer acquires title to or Development Rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement, and (iii) acknowledge agricultural activities, including but not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and the sale of farm products may be practiced and take place in the area of the Property. The Developer stipulates and will include such notice of agricultural activities in the homeowners' association documents and restrictive covenants, and more specifically in a standalone restrictive covenant, for the Property so all subsequent owners are aware of such agricultural activities. The Developer shall remain fully vested with all of the rights, benefits, and privileges arising out of this Agreement during the Term of this Agreement except as may be assigned for assumed from time to time consistent with this Agreement.

Section 1.10. Term. The term of this Agreement commences on the effective date of this Agreement and terminates Ten (10) years thereafter, such that at the end of the Tenth-year term, Developer no longer has any Development Rights, vested rights, and/or any other rights in the Property that arise out of or relate to this Agreement.

Section 1.11. Required Information. Ordinance No. 11-02-2025 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

A. County has found that the development permitted by this Agreement is consistent with the County's comprehensive plan and Zoning Ordinance.

B. County has approved this Agreement by adoption of Ordinance No. 11-01-2026 in accordance with the procedural requirements of the Act, Ordinance 11-02-2025 and any other applicable state law.

C. County represents that prior to the final reading of Ordinance No. 11-01-2026 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations of Warranties of Developer.

A. Developer represents that to its best knowledge the number of acres of highland contained in the Property (i.e., land outside of a designated flood plain) is greater than 25 acres.

B. Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and has in fact acquired the property.

C. Developer represents and warrants that the execution, delivery, and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

ARTICLE III
DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

A. County agrees that Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to this Agreement, the Zoning Ordinance, and the LDR. The right to Developer to develop Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when Developer has complied with all requirements of Section 5.19 of this Agreement.

B. County agrees that the specific Laws and Landing Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to this Agreement, for the term of this Agreement.

C. Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Zoning Ordinance No. 6-11-2026, the Zoning Ordinance, the LDR and the terms of this Agreement if and only if Developer has complied with all the requirements of Section 5.19 of this Agreement.

D. To the extend that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the Zoning Ordinance and LDR, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

Section 3.02. Effect on Vested Rights Act and County Ordinance No.05-16-2022 The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of this Vested Rights Act, codified as South Carolina Code Annotated Sections 6-29-1510 through and including 1560, as amended, or the provisions of Ordinance No. 05-16-2022 County's ordinance relating to the Vested Rights Act.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

A. It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent or materially hinder development in the manner set forth in this Agreement.

B. Notwithstanding the provisions of subsection (A) of this Section, County agrees that if County imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply the Development of the Property.

C. Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County after the Agreement Date and in force at the time plans for buildings are submitted to County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County.

Section 3.04. Development Permits.

A. Notwithstanding this Agreement, Developer shall obtain all local development permits for the development of the Property. Local development permits, approvals, and processes, some of which may have been obtained or complied with as of the Agreement Date, may include, but are not limited to:

1. Site plan approval;
2. Preliminary plan approval
3. Final plat approval;
4. Zoning permits;
5. Building permits; and
6. Sign permits.

B. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

Section 3.05. Non-Transfer of Development Rights. Developer is not permitted to assign or transfer its Development Rights to other successor or substitute developer(s) without expressly written permission of the County, which permission shall not be unreasonably withheld. This provision does not apply to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not Developer thereof or who is the owner of lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV
DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and cost of the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may, but are not necessarily guaranteed to, meet, or exceed the burdens and costs placed on County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of County. The purpose of this article is to identify the matters agreed upon to be provided by Developer to mitigate such burdens and costs.

Section 4.02. Other Charges or Fees.

A. The Property shall be subject to development and/or permit fees enacted by the County that are in effect on the Agreement Date, of County-wide application and that relate to the County's costs of processing applications, issuing development

permits, reviewing plans, conducting inspections, or similar type processing costs. The property shall not be subject to any additional development and/or permit fees enacted by the County after the Agreement Date, however characterized.

B. All units and attached dwellings shall be subject to a development fee in the amount of Five Thousand Dollars and No Cents ($5,000) per lot for the development of single-family detached homes and Four Thousand, Two Hundred, Fifty Dollars and No Cents ($4,250.00) per dwelling unit for the development of single-family attached and multi-family residential units, payable by the building permit applicant to the County at the time of issuance of each respective building permit.

Section 4.03. Infrastructure and Services. The Parties recognize that most of the direct cost associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by County. For clarification, the Parties make specific note of and acknowledge the following:

A. Roads. Developer is responsible for the construction and cost of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with County's road standards in effect of the date of this Agreement. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Developer acknowledges that County will only consider accepting as public roads those roads constructed in full compliance with the LDR and the County's road standards in effect at the time of execution of this Agreement and providing connectivity to County Road system. County will not accept the roads within the Property into County road system for any other purpose, including, but not limited to, maintenance.

B. Potable Water, Sewage Treatment, and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by one or more of the following: Newberry Water and Sewer Authority, and/or some other public or private entity. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in County and that each service provider is a separate apart and distinct from County over which County has no control.

C. Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

D. Solid Waste Collection. County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses in County. It is understood and acknowledged that County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

E. Fire Servies. The Property is in the fire service area of Newberry County and fire services will be provided by Newberry County, or its successor entities.

F. School Services. Public school services are not provided by the Newberry County School District. Developer acknowledges that County has no authority or responsibility for providing.

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To County: Newberry County, South Carolina
Attn: Ted Luckadoo, Couty Administrator
1309 College Street (hand delivery/courier service)
Post Office Box 156
Newberry, South Carolina, 29108

With a Copy to (does not constitute notice):

Attn: Joanie Winters, County Attorney
1309 College Street (hand delivery/courier service)
Post Office Box 156

Newberry, South Carolina, 29108

And to Developer: SBS Holdings, LLC
Attention: Trey Harrell
454 Lemonts Road
Chapin, SC 29036

With a Copy to (does not constitute notice):

Section 5.02. Amendments.

A. This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination, or abandonment is sought to be enforced.

B. An amendment to this Agreement with the exceptions identified for Exhibit B, must be processed, and considered in the same manner as set forth in Ordinance 11-02-2025 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and public hearing by County Council.

C. This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law....

Section 5.03. Periodic Review. At least every 12 months, the Building and Zoning Director for County, or the designee of the Building and Zoning Director for County, must review compliance with this Agreement by Developer. At the time of review Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement.

A. If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Newberry County Building and Zoning Director, or the Building and Zoning Director's designee, determines that Developer has committed a breach of the terms or conditions of this Agreement, then the Newberry County Building and Zoning Director shall serve notice in writing, within a reasonable time after the

periodic review, on Developer setting forth the nature of the breach and the information supporting the determination, and providing Developer a reasonable time in which to cure the breach.

B. If Developer fails to cure the breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach (which cure period shall be at least thirty (30) days after written notice thereof from County and extended by mutual agreement between the Developer and the County Administrator, if the nature thereof required additional time so long as Developer commences the cure within the original thirty (30) day period and continues the same with due diligence to its completion), then County may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the Cunty must first give Developer the opportunity (i) to rebut the determination, or (ii) to consent to amend the Agreement to meet the County's concerns with respect to the determination.

Section 5.05. Enforcement. The Parties shall each have the right to enforce this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third-Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other person, natural or corporate, shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with County Clerk of Court within fourteen (14) business days of the date of execution of the Agreement.

Section 5.08. Administration of Agreement. County is the only local government entity that is a party to this Agreement and County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in any municipality. The Parties acknowledge that upon incorporation or annexation, the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing: (i)

that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identify the amendments, and (iii) whether, to the knowledge of the party, without inquiry, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in the Agreement.

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that the consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

Section 5.13. construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligation, duties, and responsibilities developed by this Agreement on or to Developer are assignable to any other person, firm, corporation, or entity, except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties, and responsibilities devolved by this Agreement on or to County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue.

A. This Agreement is governed by the laws of the State of South Carolina

B. The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the 8th Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts in original, facsimile, or electronic means, provided such means of execution are sufficient for recording, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair, or restrict County's right and power of eminent domain under the laws of the State.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is unenforceable, then that unenforceability shall apply only to the unenforceable provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the unenforceable provision would prevent or materially impair County's and Developer's right or ability to complete performance of this Agreement, then the Parties agree to use their best efforts to renegotiate that provision to provide that affected party with the ability completely to perform this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) County and Developer have each executed the Agreement, and (ii) Developer has delivered to County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by December 16, 2026, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of the Agreement pursuant to this Section.

An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation request, or other claims or threats of claims, in order to afford the Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 5.20. Indemnification Covenants.

A. Except as provided in paragraph (d) below, the Developer shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligation under this Agreement or the administration of its duties pursuant to this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

B. The County is entitled to use counsel of its choice and the Developer shall reimburse the County for all its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as

described in paragraph (a), above. Said costs shall not exceed Five Thousand & 00/100 ($5,000.00) Dollars. The County shall provide a statement of the costs incurred in the response or defense, and the Developer shall pay the County within 30 days of receipt of the statement. The Developer may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence of the costs.

C. The County may request the Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Developer shall resist or defend against such claim on behalf of the Indemnified Party, at the Developer's expense. The Developer is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Developer is not entitled to settle any such claim without the consent of the Indemnified Party.

D. Notwithstanding anything in the Section or this Agreement to the contrary, the Developer is not required to indemnify and Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of the Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

E. An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Developer with prompt notice, reasonable under the circumstances, or the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation request, or other claims or threats of claims, in order to afford the Developer notice, reasonable under the circumstances, to defend or otherwise respond to a claim.

Section 5.21. General Terms and Conditions.

A. Agreements to Run with the Land. The agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land.

B. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder

C. Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions

with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herin.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

WITNESSES:

Name:

Name:

DEVELOPER:

SBS HOLDINGS, LLC
A South Carolina Corporation

By: L.K. Harrell, III
Its: Member/Manager for LLC

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF LEXINGTON)

L.K. Harrell, III, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated: 09/29/2026

Notary Public for the State of South Carolina

My commission expires: 23 March 2036

[NOTARIAL SEAL]

BREANNA L. BRUNINK
My Commission Expires
NOTARY PUBLIC
03-23-2036
STATE OF SOUTH CAROLINA

Exhibit A

File No:26-0177SBS Holdings LLC

COPY

2026-1910
Filed for Record in
NEWBERRY COUNTY, SC
ELIZABETH P. FOLK, CLERK OF COURT
05/06/2026 11:08:41 AM
DEED $15.00
State Tax $ 1467.70
County Tax $ 620.95
Bk RB Vol 2762 Page 91 - 93

Space above this line for recording information

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT, **Bevan Byrd and Ronald F. Boozer, Jr.**, ("Grantors"), for and in consideration of the sum of Five Hundred Sixty Four Thousand Fifty Five dollars & 00/100 ($564,055.00) Dollars and no other valuable consideration to Grantors paid by **SBS Holdings, LLC**, ("Grantee"), in the State aforesaid, the receipt and legal sufficiency of which are hereby acknowledged by all parties, have granted, bargained, sold, aliened, conveyed and confirmed and by these presents do grant, bargain, sell, release, alien, convey and confirm unto Grantee all that tract or parcel of land with improvements thereon, if any, described as follows:

All that certain piece, parcel or tract of land, with improvements thereon, if any, situate, lying and being in the County of Newberry, State of South Carolina, containing 34.71 acres, more or less, as shown on a plat prepared for SBS Holdings, LLC by Abraham Land Surveying dated April 24, 2026, to be recorded simultaneously herewith in the Office of the Clerk of Court for Newberry County. Said plat is incorpoated herein by reference and reference to which is craved for a more complete and accurate description thereof, be all measurements a little more or less.

DERIVATION: This being a portion of the property conveyed to Bevan Byrd and Ronald F. Boozer, Jr. by deed of Estate of Ronald F. Boozer, Sr. dated January 30, 2026 and recorded February 3, 2026 in Deed Book 2739, Page 146 in the Office of the Newberry County Register of Deeds.

TMS No: portion of 536-15

Grantee Address: 454 Lemonts Road, Chapin, South Carolina 29036

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto Grantee, its heirs, successors or assigns forever. The Grantors do(es) hereby bind myself and its heirs, executors, assigns, administrators or successors, to warrant and forever defend all and singular said premises unto the said Grantee, its heirs, successors or assigns, against Grantors and Grantor's heirs, successors or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereto.

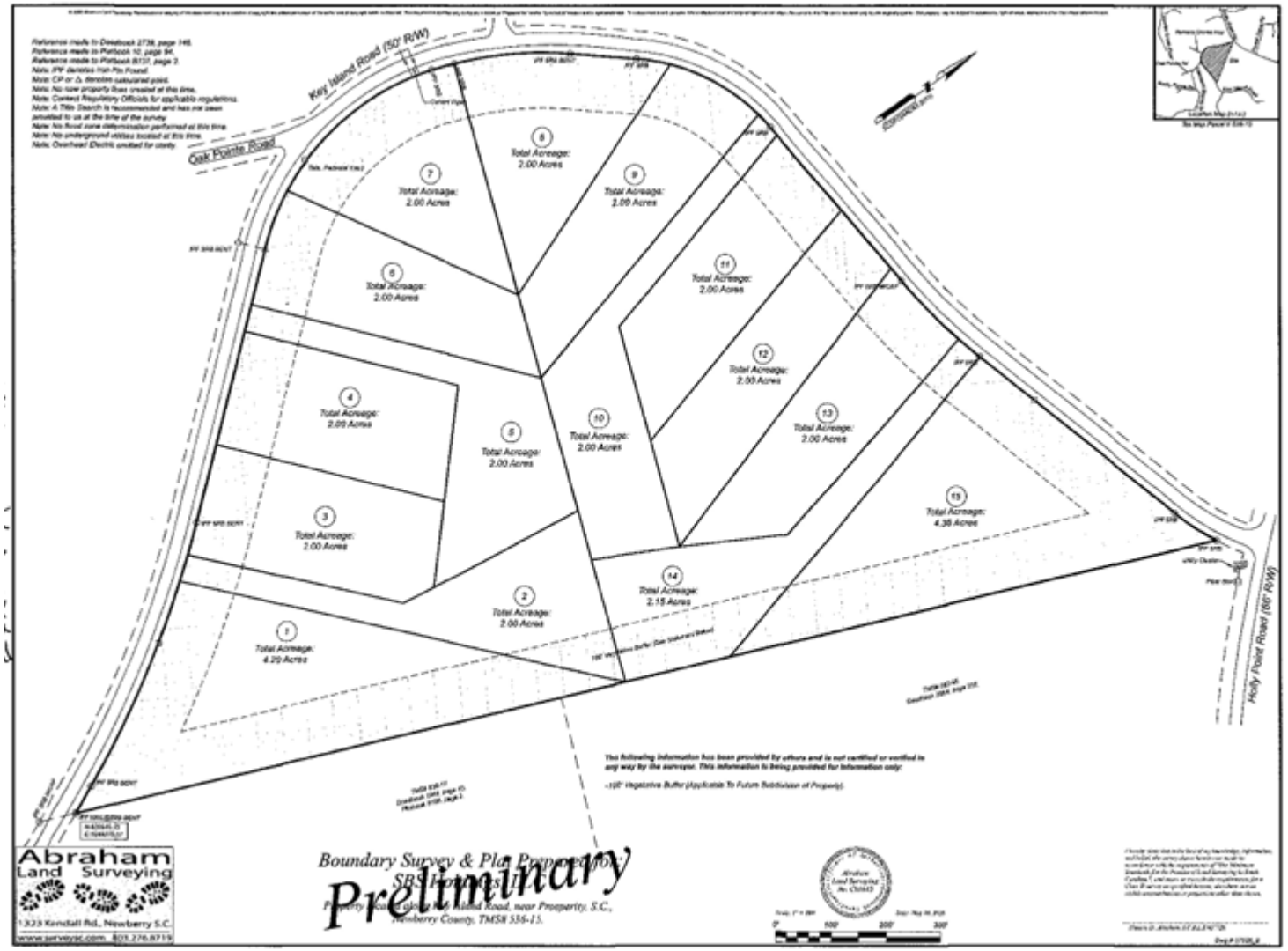

Reference made to Deedbook 2738, page 146.
Reference made to Platbook 10, page 94.
Reference made to Platbook B131, page 2.
Note: IPF denotes Iron Pin Found.
Note: CP or △ denotes calculated point.
Note: No new property lines created at this time.
Note: Contact Regulatory Officials for applicable regulations.
Note: A Title Search is recommended and has not been provided to us at the time of the survey.
Note: No flood zone determination performed at this time.
Note: No underground utilities located at this time.
Note: Overhead Electric omitted for clarity.
Key Island Road (50' R/W)
Oak Pointe Road
Holly Point Road (66' R/W)
Total Acreage: 2.00 Acres
Total Acreage: 4.20 Acres
Total Acreage: 4.35 Acres
Total Acreage: 2.15 Acres
The following information has been provided by others and is not certified or verified in any way by the surveyor. This information is being provided for information only:
-100' Vegetative Buffer (Applicable To Future Subdivision of Property).
Abraham Land Surveying
1323 Kendall Rd., Newberry S.C.
www.surveysc.com 803.276.8719
Boundary Survey & Plat Preparation for:
SBS Investments, LLC
Property Located on the Key Island Road, near Prosperity, S.C.,
Newberry County, TMS# 536-15.
Preliminary
0' 100' 200' 300'

Exhibit B

Development Program

The development shall conform to all zoning ordinance requirements and LDR.

The development is planned for 15 single family residences with a minimum lot size of two acres.

Each lot will have access to public water and sewer via. Newberry County Water and Sewer Authority. Currently, each lot has access to public water. Lots 7-15 have access to public sewer. The sewer line will be extended by developer for access to lots 1-6. Capacity for Water and Sewer has been verified.

There will be no mass grading. Buffers will be adhered to.

Exhibit C

Development Schedule

Once the subdivision plan is approved, lots 7-15 that already have access to water and sewer are anticipated to be sold within six months.

Simultaneously, the sewer line extension will be engineered and installed for the remaining lots 1-6.

Anticipated project completion and sale of lots is twelve months.

NEWBERRY COUNTY COUNCIL

By:_____
Karl Sease, Chairman

(SEAL)

Attest:

_____
Andrew Wigger, Clerk to Council

Approved as to form:

_____
Joanie Winters, County Attorney

_____
William Theodore Luckadoo
County Administrator

1st Reading: November 4, 2026
Public Hearing: November 18, 2026
2nd Reading: November 18, 2026
Public Hearing: December 16, 2026
3rd Reading: December 16, 2026

Whitmire Subertown Road/Gary Street Sidewalk Project
Bid Tabulation
CDBG Project # 4-CE-22-009

THE LANDPLAN GROUP SOUTH
Landscape Architecture | Engineering | Planning

I, Charles W. Howell Jr, CERTIFY THAT THIS
IS A TRUE AND CORRECT TABULATION OF BIDS
RECEIVED ON October 29, 2026

				Bidder #1		Bidder #2		Bidder #3		Bidder #4		Bidder #5		Bidder #6	
SC Landscape Architect #730				AOS Specialty Contractors		M.E. Contracting, Inc.		First Construction Mng.		AR Construction		Black Construction Co.		W.E. Baker & Son Inc.	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	$61,683.00	$61,683.00	$49,822.57	$49,822.57	$94,500.00	$94,500.00	$56,273.00	$56,273.00	$55,000.00	$55,000.00		$27,500.00
2	Traffic Control	1	LS	$68,331.00	$68,331.00	$90,970.98	$90,970.98	$98,250.00	$98,250.00	$23,661.00	$23,661.00	$40,000.00	$40,000.00		$42,000.00
3	Demolition	1	LS	$54,176.00	$54,176.00	$42,077.95	$42,077.95	$67,900.00	$67,900.00	$24,796.00	$24,796.00	$250,000.00	$250,000.00		$44,150.00
4	Drainage Pipe														
	a) 15" RCP - Class III	8	LF	$191.10	$1,528.80	$311.69	$2,493.52	$275.00	$2,200.00	$130.00	$1,040.00	$280.00	$2,240.00		$0.00
	b) 18" RCP - Class III	160	LF	$153.00	$24,480.00	$311.69	$49,870.40	$230.00	$36,800.00	$142.00	$22,720.00	$350.00	$56,000.00	$120.00	$19,200.00
	c) 24" RCP - Class III	16	LF	$301.75	$4,828.00	$374.03	$5,984.48	$300.00	$4,800.00	$166.00	$2,656.00	$300.00	$4,800.00	$305.00	$4,880.00
	d) Pipe Connection to Existing Structure	1	EA	$2,361.00	$2,361.00	$5,454.55	$5,454.55	$2,975.00	$2,975.00	$675.00	$675.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00
	e) Concrete Flared End	3	EA	$3,356.00	$10,068.00	$1,558.44	$4,675.32	$3,600.00	$10,800.00	$2,400.00	$7,200.00	$3,500.00	$10,500.00	$2,600.00	$7,800.00
5	Drop Inlets, Catch Basins, and Junction Boxes														
	a) Catch Basin - Type 1	1	EA	$7,748.00	$7,748.00	$6,000.00	$6,000.00	$7,200.00	$7,200.00	$7,300.00	$7,300.00	$7,500.00	$7,500.00	$8,600.00	$8,600.00
	b) Catch Basin - Type 9	2	EA	$5,734.15	$11,468.30	$6,000.00	$12,000.00	$7,750.00	$15,500.00	$7,045.00	$14,090.00	$8,500.00	$17,000.00	$7,200.00	$14,400.00
	c) 36" x36" Junction Box	4	EA	$5,103.25	$20,413.00	$6,670.13	$26,680.52	$7,150.00	$28,600.00	$6,650.00	$26,600.00	$8,500.00	$34,000.00	$7,500.00	$30,000.00
	d) Adjust Existing Catch Basin Lid	1	EA	$565.15	$565.15	$3,896.11	$3,896.11	$3,450.00	$3,450.00	$650.00	$650.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
	e) Convert Existing Catch Basin to Junction Box	1	EA	$2,899.25	$2,899.25	$3,896.11	$3,896.11	$5,595.00	$5,595.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$2,800.00	$2,800.00
6	Concrete Curb and Gutter														
	a) Barrier Cub and Gutter	780	LF	$40.10	$31,278.00	$124.68	$97,250.40	$39.75	$31,005.00	$45.00	$35,100.00	$38.00	$29,640.00	$45.00	$35,100.00
	b) Trasition Curb	6	LF	$170.70	$1,024.20	$1,168.83	$7,012.98	$68.00	$408.00	$42.00	$252.00	$45.00	$270.00	$45.00	$270.00
	c) Concrete Sidewalk Retaining Curb	145	LF	$80.60	$11,687.00	$124.68	$18,078.60	$61.00	$8,845.00	$98.00	$14,210.00	$45.00	$6,525.00	$75.00	$10,875.00
7	Concrete Paving														
	a) Concrete Sidewalk (4" Uniform)	1140	SY	$118.35	$134,919.00	$187.01	$213,191.40	$69.00	$78,660.00	$126.00	$143,640.00	$70.00	$79,800.00	$140.00	$159,600.00
	b) Concrete Sidewalk (6" Uniform)	30	SY	$127.50	$3,825.00	$202.60	$6,078.00	$97.00	$2,910.00	$136.00	$4,080.00	$115.00	$3,450.00	$160.00	$4,800.00
	c) Concrete Driveway (6" Uniform)	90	SY	$131.00	$11,790.00	$202.60	$18,234.00	$99.00	$8,910.00	$120.00	$10,800.00	$125.00	$11,250.00	$160.00	$14,400.00
	d) Pedestrian Curb Ramp	40	SY	$169.00	$6,760.00	$202.60	$8,104.00	$195.00	$7,800.00	$250.00	$10,000.00	$45.00	$1,800.00	$175.00	$7,000.00
	e) Detectable Warning Surface	120	SF	$ 53.50	$6,420.00	$94.60	$11,352.00	$73.00	$8,760.00	$80.00	$9,600.00	$70.00	$8,400.00	$37.50	$4,500.00
8	Full Depth Asphalt Patch	30	SY	$133.00	$3,990.00	$150.65	$4,519.50	$345.00	$10,350.00	$44.00	$1,320.00	$150.00	$4,500.00	$12,250.00	$367,500.00
9	Pour in Place Concrete Wall														
	a) 8" Wide Wall	96	LF	$423.20	$40,627.20	$292.99	$28,127.04	$625.00	$60,000.00	$328.50	$31,536.00	$750.00	$72,000.00	$70.00	$6,720.00
	b) 10" Wide Wall	315	LF	$407.00	$128,205.00	$292.99	$92,291.85	$625.00	$196,875.00	$290.00	$91,350.00	$800.00	$252,000.00	$75.00	$23,625.00
10	36" Tall Metal Railing	303	LF	$146.15	$44,283.45	$233.77	$70,832.31	$68.00	$20,604.00	$203.00	$61,509.00	$200.00	$60,600.00	$105.00	$31,815.00
11	Permananent Pavement Markings	1	LS	$1,842.50	$1,842.50	$7,792.21	$7,792.21	$6,150.00	$6,150.00	$25,000.00	$25,000.00	$7,000.00	$7,000.00	$3,800.00	$3,800.00
12	Class A Rip Rap	10	TON	$151.30	$1,513.00	$779.22	$7,792.20	$425.00	$4,250.00	$112.00	$1,120.00	$110.00	$1,100.00	$380.00	$3,800.00
	TOTAL, BASE BID				**$698,713.85**		**$894,479.00**		**$824,097.00**		**$628,678.00**		**$1,023,875.00**		**$880,635.00**

THE LANDPLAN GROUP SOUTH
Landscape Architecture | Engineering | Planning

MEMO

To: **Cystal Waldrop**
Newberry County

Re: **Recommendation of Award**
Whitmire Sidewalk
CDBG #4-CE-22-09
Newberry Co., SC

Date: **11.12.2026**

From: **Charles Howell Jr., RLA, ASLA**

On Thursday, October 29, 2026, six bids were received for the above referenced project. We have contacted LLR, and the BBB and the lowest bidder was not property license and had bid errors. We have reviewed the rest of the bids and the second lowest bidder's references, and they were found to be responsive and properly licensed. Their bid was in line with current market conditions when compared to similar projects.

The LandPlan Group South recommends award to the lowest, qualified local responsive bidder, AR Construction of Duncan, SC, in the base amount of **$628,678.00**.

Please contact me if you have questions or if you need additional information.

1206 Scott Street
Columbia, SC 29201
O: 803.256.0562
www.landplansouth.com