



Kershaw County



2018

AGENDA PACKET

Part 2 of 2

**KERSHAW COUNTY COUNCIL MEETING
TUESDAY, JANUARY 23, 2024**

RESOLUTIONS

**A RESOLUTION OF KERSHAW COUNTY COUNCIL OPPOSING
ANY PLAN OR PROJECT TO WIDEN U.S. HIGHWAY 521 TO A DIVIDED
HIGHWAY ON FOUR TRAFFIC LANES IN KERSHAW COUNTY SOUTH OF
INTERSTATE HIGHWAY 20**

WHEREAS, U.S. Highway 521 south of Interstate Highway 20 in Kershaw County is presently adequate;

WHEREAS, U.S. Highway 521 south of Interstate 20 in Kershaw County does not need to be widened into a divided highway or widened to four traffic lanes;

WHEREAS, the widening of U.S. Highway 521 south of Interstate 20 in Kershaw County is unnecessary and would constitute a misuse and waste of public funds;

WHEREAS, the unnecessary widening of U.S. Highway 521 in Kershaw County south of Interstate 20 would adversely effect and unnecessarily have a negative impact on Kershaw County.

NOW, THEREFORE, BE IT RESOLVED BY KERSHAW COUNTY COUNCIL:

That Kershaw County Council oppose any unnecessary, wasteful, and detrimental project to widen U.S. Highway 521 in Kershaw County south of Interstate Highway 20 to four lanes and requests that any such project not be pursued and requests that its representatives officially oppose any such project in Kershaw County.

RESOLVED by Kershaw County Council this _____ day of _____, 2024.

KERSHAW COUNTY COUNCIL

By: Kaitlyn Guinn
Chair, Kershaw County Council

ATTEST:

Hannah Parler
Clerk to Council

A RESOLUTION TO RATIFY AND APPROVE A PURCHASE AND SALE AGREEMENT FOR PROPERTY PRESENTLY OWNED BY DOMINION ENERGY SOUTH CAROLINA, INC., TAX MAP # 298-00-00-005 CONTAINING AN AGGREGATE OF 1.76 ACRES, MORE OR LESS, LOCATED AT 205 SUMTER HIGHWAY, CAMDEN, SC (THE PROPERTY) AND TO RATIFY AND AUTHORIZE ALL ACTS AND MATTERS RELATED THERETO NECESSARY AND REQUIRED TO PURCHASE THE PROPERTY

WHEREAS, Kershaw County (County) finds it is in the public interest to purchase the Property presently owned by Dominion Energy South Carolina, Inc. (DESC), Tax Map #298-00-00-005 (the "Property"); and

WHEREAS, a Purchase and Sale Agreement (PSA) was entered between DESC and Kershaw County for the Property with the PSA being contingent on the County receiving marketable title to the property by executed Warranty Deed, accurate survey, inspection and due diligence satisfactory to Kershaw County, and requiring ultimate ratification and approval of the PSA by Kershaw County Council; and

WHEREAS, the Kershaw County Administrator and Kershaw County staff, consultants, and contractors, have conducted due diligence and site inspections of the property and have concluded and reported that the property is satisfactory and suitable of its intended use and purpose; and

WHEREAS, the property is located at a desirable location for an Kershaw County EMS station or other public safety facility and the proposed property purchase will serve County EMS purposes and other public purposes and provide public benefits; and

NOW, THEREFORE, BE IT RESOLVED by Kershaw County Council:

1. That the purchase of the Property is approved pursuant to the terms of the PSA.
2. The Kershaw County Council ratifies and approves the PSA, and all addendums and extension thereof, as attached in EXHIBIT 1 to this Resolution.
3. That purchasing the property serves the needs of the County by providing a desirable and strategic location for EMS services to serve the public good.
4. The Chair of Kershaw County Council and the County Administrator are authorized to make, execute, deliver, and sign all documents and to do all things necessary and incidental to complete and effectuate the purchase of the Property.

<signature page follows>

DONE, RATIFIED, AND ADOPTED by Kershaw County Council this _____ of _____, 2024.

KERSHAW COUNTY, SOUTH CAROLINA

Kaitlyn E. Guinn
Chair, Kershaw County Council

ATTEST:

Hannah M. Parler
Clerk to County Council

EXHIBIT A
(Description of Property)

STATE OF SOUTH CAROLINA)	
)	AGREEMENT OF SALE
)	AND PURCHASE
COUNTY OF KERSHAW)	(1031 EXCHANGE APPLICABLE)

THIS AGREEMENT is made as of the Effective Date as defined herein, between **Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company** as successor by merger with **Carolina Pipeline Company**, a subsidiary of **Carolina Energies, Inc.**, having by **Articles of Merger dated April 22, 1982, .**, a **South Carolina Corporation**, with an address of 220 Operation Way , Cayce , SC 29203 ("DESC"), and **Kershaw County, S.C.**, a South Carolina political subdivision, with an address of 515 Walnut Street, Camden, SC 29020 ("**Buyer**"). DESC and Buyer may be individually referred to herein as "Party" or jointly as the "Parties."

1. OFFER. For and in consideration of mutual promises and obligations specified herein, Buyer agrees to buy, and DESC agrees to sell the within-described Property, subject to the terms and conditions hereinafter set forth.

2. DESCRIPTION: Said Property is situated in the town of Camden, in the County of Kershaw, State of South Carolina (the "Property") and is described as follows:

All that certain piece, parcel or tract of land, located in the County of Kershaw State of South Carolina, with a parcel number of **298-00-00-005** containing an aggregate of 1.76 acres, more or less, located at 205 Sumter Highway, Camden, SC, and being more fully described in attached **Exhibit A** and **Exhibit B**.

Being a portion of the property conveyed to Carolina Pipeline Company by Alfred H. Ehrenclou in Deed Book GP, Page 194; Deed Book IE, Page 58; and Deed Book GT, Page 316, Kershaw County Registry.

3. TITLE. This conveyance shall be made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, covenants of record, and rights-of-way, which may affect the Property or as may be revealed by an inspection of the Property and/or as shown on the Plat. DESC agrees to convey marketable title and to deliver a limited warranty deed, together with any easements appurtenant to the Property or otherwise described as a portion of the Property, for ingress, egress and subject to utilities as may be

reasonably necessary, in proper form for recording free and clear of liens and encumbrances except as herein stated. This conveyance is further subject to any and all easements or servitudes which now exist, inchoate or perfected, and shall reserve to the DESC, its successors and assigns, the right of ingress, egress and access in, to, over, across and out of the above described Property and for other corporate utility purposes. The aforesaid reserved access easement in favor of DESC, its successors and assigns, shall be identified by DESC with particularity during the inspection period and, after such identification, shall be shown on the Survey as contemplated in *Section 7- Survey*.

4. PURCHASE PRICE. The Purchase Price is Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$525,000.00), to be paid to DESC as follows: Ten Thousand and 00/100 Dollars (\$10,000.00) as Earnest Money to be deposited in trust with Buyer's Closing attorney, Smith Robinson, 2530 Devine Street, Columbia, SC 29205, Attention: John K. Dubose, III ("Escrow Agent"), immediately upon the execution of this Agreement. The Earnest Money check shall be made payable to Smith Robinson. The balance of the Purchase Price shall be due at Closing. For wiring instructions see **Exhibit C** attached and incorporated by reference herein.

5. INSPECTION PERIOD. Buyer shall be entitled during the **Sixty (60) day** period from the last signature date (the "Effective Date" as defined in *Section 8 – Effective Date and Closing Requirements* herein) of this Agreement (the "Inspection Period") herein to make on-sight inspection and study regarding the Property and to investigate, whether, in Buyer's sole discretion, the Property is suitable for Buyer's contemplated use, including but not limited to the examination of title resulting in a commitment for title insurance by a title insurance company, the making of inquiries into such matters as zoning, land use, the availability of necessary utilities, the physical characteristics, attributes and detriments of the Property itself, the absence of environmentally adverse conditions affecting the Property, the availability of licenses, including State, Federal, Board and local approvals, matters shown on the survey to be obtained, and such other matters as Buyer shall, in its sole discretion, determine relevant. DESC agrees that Buyer shall be entitled to an additional extension of the Inspection Period by **Thirty (30) days** upon good cause shown by the Buyer and such extension of the Inspection Period shall not be unreasonably withheld by DESC. During the Inspection Period, Buyer, its agents and contractors, shall have the right to enter upon the Property for the purpose of making such inspections as Buyer determines reasonably necessary to decide

whether or not it wishes to purchase the Property in accordance with the terms of this Agreement. Buyer is not permitted to perform any environmental Phase II testing without prior approval of DESC. Buyer shall be responsible to restore the Property to the condition which existed prior to the making of such tests if Buyer should elect not to purchase the Property. Buyer shall share any and all reports generated during the Inspection Period with DESC by forwarding a copy of same to Land Department Manager at the address in *Section 19 – Notices* below. If Buyer shall elect not to proceed with the purchase of the Property for any reason within its sole discretion, it shall notify DESC in writing in accordance with *Section 19 - Notices* of its intention on or before the expiration of the Inspection Period. Buyer’s election not to proceed shall not be regarded as a “default” under *Section 16 - Default* hereof. Should Buyer decide to terminate the Agreement during the Inspection Period for any reason, all Earnest Money will be returned to Buyer and this Agreement will be null and void. In the event that Buyer does not duly render notice of its intention not to purchase the Property, it shall be deemed to have consented to the purchase of the Property in accordance with the terms of this Agreement; however BUYER WILL WAIVE THE RIGHT TO OBJECT TO ANY MATTER – INCLUDING MATTERS CONCERNING TITLE OR ENVIRONMENTAL CONDITION – AS TO WHICH BUYER DID NOT SPECIFICALLY ADVISE DESC OF IN WRITING IN ACCORDANCE WITH *SECTION 19* HEREOF DURING THE INSPECTION PERIOD.

6. NO WARRANTY. Buyer and DESC agree that the PROPERTY IS BEING SOLD IN “AS IS” CONDITION WITH NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED. DESC makes no representation as to the use or usefulness of the Property for any purpose. Buyer acknowledges that Buyer has made an on-site inspection of the Property and is purchasing based on Buyer’s own inspection and other independent due diligence. DESC has not made any commitments or accepted any obligations for further work on the Property or in the neighborhood of the Property.

7. SURVEY. Prior to the end of the Inspection Period, Buyer, at its expense, shall cause a current survey of the Property to be made by a registered surveyor. The survey shall indicate the boundary lines of the Property, the location of all improvements, easements, roadways and other rights-of-way, flood plain areas, any existing building setback lines, and any encroachments and other matters affecting the Property. The survey shall contain a legal description of the Property, the number of

acres contained in the Property calculated to the nearest 1/1000 of an acre and a certificate in standard form addressed to the Buyer and signed and sealed by the surveyor. Upon receipt of the survey, Buyer shall promptly provide a copy of same to DESC.

In addition to the limited warranty deed to be executed by DESC and delivered to Buyer pursuant to *Section 3* herein, DESC, at the request of Buyer, shall execute a quit-claim deed to Buyer using the legal description of the Property prepared in accordance with the survey.

8. EFFECTIVE DATE AND CLOSING REQUIREMENTS. The Effective Date of this Agreement is the last signature date thereon. The Closing shall take place a location and date agreed upon by both Parties no later than **45 days** after the end of the Inspection Period, unless otherwise agreed to by both Parties in writing. All Closing expenses shall be paid by the Party normally paying them in the area in which the Property is located, except as stated and shown in this Agreement.

9. TAXES. Property taxes, and any other assessments that may apply to the Property, shall be prorated at Closing. Should DESC receive a bill for the 2023 tax year (lien date December 31, 2023), each Party shall be responsible for paying its prorated share of the tax bill based on its period of ownership, with this obligation surviving the Closing. Buyer will be responsible for payment of all rollback taxes at the time of assessment.

10. CLOSING COSTS. DESC shall pay the state and county documentary stamp tax on the conveyance deed and, if applicable, the expense of preparation of the deed and, if applicable, the fees of DESC's attorney. The Buyer shall pay the premium for the owner's title insurance policy to be issued to the Buyer, the grantee's cost of recordation of the Deed and the costs incurred by the Buyer in connection with its investigations of the Property and the fees of Buyer's attorneys.

11. PROFESSIONAL SERVICES FEES. Buyer shall pay the fees of any, realtor, property advisor or attorney, if any, it has engaged in the connection with this transaction, and shall defend, indemnify and hold harmless as allowed by state law, DESC from any liability related thereto.

12. TITLE DEFECTS.

12.1. On or before Closing, except as otherwise provided in this Agreement, DESC will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by Buyer to completely vest in and assure to Buyer full rights in or to the Property. In the event of a defect of title that Buyer has made DESC aware of in writing during the Inspection Period in accordance with *Section 5 - Inspection Period* and *Section 18 - Notices* herein that DESC elects not to cure or is unable to cure and the Buyer does not otherwise agree to waive, the Buyer may declare this agreement null and void with full refund of Earnest Money. Buyer waives those title objections which Buyer has not given to DESC specific written notice of during the Inspection Period; failure of Buyer to Close for such reason shall constitute Default on the part of Buyer.

12.2. DESC will cause the Property to be released from all mortgages, deeds of trust, deeds to secure debt, security agreements, financing statements and all other security interests relating to existing indebtedness that is secured in whole or in part by the Property. Buyer acknowledges that DESC may not provide releases from mortgages and indenture agreement(s) at Closing, but will provide such release(s) as quickly as administratively practicable.

13. DEED RESTRICTIONS. This conveyance shall be made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way, which may affect the Property which may be evident upon visible inspection of the Property and/or as shown on the Survey pursuant to Section 7.

14. POSSESSION. Buyer shall have the right of occupancy immediately at Closing.

15. FIRE OR CASUALTY. In case the Property herein referred to is destroyed wholly or partially before Closing by fire or other casualty, DESC shall give notice thereof to Buyer as soon as possible in accordance with the Notice provision of *Section 19 - Notices* below, and Buyer shall have the option for ten (10) days after the effective date of notice of proceeding under this Agreement, with an agreed adjustment in the Purchase Price, or of terminating this Agreement and being repaid all amounts paid to DESC hereunder.

16. DEFAULT.

If either Party fails to perform any term of this Agreement and does not cure such failure to perform within 10 days after receipt of written notice from the non-defaulting Party, the non-defaulting Party shall have the rights and remedies described in this Section 16. Upon DESC's default and failure to cure, Buyer shall have the right, as Buyer's sole and exclusive remedies for Seller's default under this Agreement, to (i) terminate this Agreement by delivering written notice to Seller and receive a refund of the Earnest Money plus any reasonable and customary out of pocket expenses incurred in connection with this Agreement not to exceed \$5,000.00, as evidenced by paid invoices, or (ii) enforce this Agreement by suit for specific performance of Seller's obligations hereunder. Upon Buyer's default and failure to cure, DESC shall have the right to terminate this Agreement by delivering written notice to Buyer and receive the Earnest Money as full liquidated damages and as DESC's sole and exclusive remedy for Buyer's default under this Agreement, except for a default by Buyer of its indemnification covenants under this Agreement. The Parties acknowledge the difficulty of ascertaining DESC's damages in such a circumstance and agree that the amount of the Earnest Money represents a reasonable and mutual attempt by Buyer and DESC to anticipate the consequence to DESC of Buyer's default. DESC shall not have any rights to specific performance hereunder by Buyer or to damages for Buyer's default under this Agreement, except for a default by Buyer of its indemnification covenants under this Agreement. Upon any such termination, this Agreement shall be void, except for any obligations under this Agreement which expressly survive termination.

17. LIKE KIND EXCHANGE. Buyer and DESC acknowledge that in connection with closing the transaction that is the subject of this Agreement; either Party hereto may be participating in and/or consummating a tax-deferred like-kind exchange of property under Section 1031 of the Internal Revenue Code of 1986, as amended. Each Party agrees to reasonably cooperate with the other and to execute all documents reasonably necessary to accomplish such exchange, provided that the cooperating Party's obligations and liabilities upon consummation of such exchange do not exceed its obligations under this Agreement, and that the Party effectuating such exchange shall hold the cooperating Party harmless from any claims or liabilities arising from such exchange in excess of the cooperating Party's obligations under this Agreement.

18. FACSIMILE. Both Buyer and DESC agree that receipt of a signed Agreement by facsimile or other electronically scanned images, as agreed to by DESC, shall be the same as receipt of an original signed Agreement.

19. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon personal delivery to the Party to whom they are addressed; or upon receipt/confirmation, if sent via e-mail or facsimile to the addresses indicated below; or, if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

DESC:

Ray Nix
Senior Real Estate Specialist
Dominion Energy South Carolina, Inc.
220 Operation Way, D112
Cayce, South Carolina 29033-3701
Email: ray.nix@dominionenergy.com

Copy to:

Jay Bressler
Sr. Counsel
Dominion Energy
Jay.bressler@dominionenergy.com

Buyer:

Danny Templar
County Administrator
515 Walnut Street
Office Number: (803) 425-1500

Facsimile Number: 803-425-1546
Email:
danny.templar@kershaw.sc.gov

Copy to:

John K. DuBose III
Asst. County Attorney
Kershaw County
johnd@smithrobinsonlaw.com

20. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina, exclusive of its choice of law rules.

21. CONFIDENTIALITY. The Parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to any third party, except for any information which (a) is at the time of such disclosure known to the public or thereafter becomes so known, through no violation by such Party of this Agreement; (b) such Party can demonstrate was in its possession prior to disclosure hereunder, or under any prior Agreements or negotiations between the Parties hereto; or (c) is required by law, public service commission or other regulatory authority to be so disclosed. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is subject to disclosure pursuant to S.C Code Ann. § 30-4-40(a)(5) and pursuant to *Section 30- Ratification*

By Kershaw County Council. Notwithstanding the foregoing, either Party may communicate information to its officers, employees, affiliates, attorneys, consultants and other representatives to the extent necessary to evaluate the information received, provided its consultants and other third party representatives have a need to know in furtherance of their responsibilities under this Agreement and agree to be bound with respect thereto in the same manner as the disclosing Party. Buyer further agrees that any disclosure of the terms of this Agreement up to Closing, except as might be required by S.C Code Ann. § 30-4-40(a)(5) and *Section 30- Ratification By Kershaw County*, shall be considered a default under *Section 16 - Default* and DESC shall be entitled to any remedies under *Section 16 - Default*.

22. COOPERATION OF PARTIES. Both Parties agree that they will cooperate in the negotiation, preparation and execution of all documents required to effectuate the transaction contemplated herein.

23. ASSIGNMENT. The rights of Buyer under this Agreement may not be assigned or otherwise transferred without the express written consent of DESC, which consent may be withheld for any reason. Any attempt by Buyer to assign this Agreement without the express written consent of DESC shall be deemed a default of Buyer and DESC shall not be bound by such assignment.

24. SURVIVAL OF PROVISIONS. The provisions of this Agreement which are not fully executed by the Closing of this transaction, including without limitation the following: *Section 3 - Title, Section 5 – Inspection Period; Section 6 - No Warranty, Section 8 – Effective Date and Closing Requirements, Section 9 - Taxes, Section 11 – Professional Services Fees, Section 12 – Title Defects, Section 13 – Deed Restrictions, and Section 16 – Like Kind Exchange through Section 26 - Counterparts*, shall survive the Closing and remain in full force and effect, enforceable by the Parties according to such terms.

25. SEVERABILITY. Any term of this Agreement held to be illegal or invalid will be held as if it had never existed, and the remainder of the Agreement will remain legal and valid.

26. COUNTERPARTS. So that each Party may have an original of this Agreement, this document shall be executed in two identically worded counterparts.

27. ESCROW AGENT. The Parties acknowledge and agree that Escrow Agent is entitled, without further consent from either Party, to dispose of all Earnest Money held by Escrow Agent in accordance with the terms of this Agreement. In addition, the Parties agree to indemnify and hold harmless Escrow Agent in connection with the exercise of its duties hereunder. In the event the Escrow Agent determines in its discretion that there is a bona fide dispute between the Parties as to who is entitled to the Earnest Money, and that the rights of the Parties as to the Earnest Money are unclear under this Agreement, the Escrow Agent may file an action for interpleader or otherwise seek a judicial determination as to the rights of the Parties. In such event, the Parties shall hold Escrow Agent harmless and shall share equally any expenses of Escrow Agent in connection with such action. DESC acknowledges that Escrow Agent may also act as Buyer's attorney with respect to the transaction contemplated by this Agreement and any disputes arising therefrom.

28. ENTIRE CONTRACT; BINDING CONTRACT. This Agreement expresses the entire agreement between the Parties, and there is no other agreement, oral or otherwise, modifying the terms hereunder and the Agreement shall be binding on both Parties, their principals, heirs, personal representatives, successors, and assigns as state law permits. This Agreement shall only be amended by a written agreement signed by both Parties.

29. SIGNATURE AUTHORITY. Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

30. RATIFICATION BY KERSHAW COUNTY COUNCIL. DESC acknowledges that this Agreement must be ratified by Kershaw County Council approval on or before **Sixty (60) of the Effective Date of the Agreement**. If the Agreement is not ratified by an affirmative majority vote of the Kershaw County Council on or before **Sixty (60) days of the Effective Date of the Agreement**, then all Earnest Money will be returned to Buyer and this Agreement will be null and void.

SIGNATURE PAGES FOLLOW

WITNESS the Parties hereby by their hands and seals the day and year written below.

In the Presence of:

**Dominion Energy South Carolina, Inc., a South
Carolina Corporation**

By: _____

Print Name: _____

Its: _____

Date: _____

Kershaw County, S.C.

By: 

Print Name: Daniel Temple

Its: Administrator

Date: 9/1/2023

WITNESS the Parties hereby by their hands and seals the day and year written below.

In the Presence of:

Dominion Energy South Carolina, Inc., a South Carolina Corporation

By: Keller Kissam

Print Name: Keller Kissam

Its: President

Date: Aug 31, 2023

JB

Aug 31, 2023

Kershaw County, S.C.

By: _____

Print Name: _____

Its: _____

Date: _____

EXHIBIT A

All that certain piece, parcel or tract of land known as Lot #1 as more fully shown and delineated on a plat by Foresight Surveying Company, by Michael C. Hammack, PLS, dated October 28, 1999, and recorded in Book A-175 of Plats at Page 2-A in the Kershaw County Register of Deeds.

Please see copy of the aforementioned plat attached as Exhibit B.

EXHIBIT B

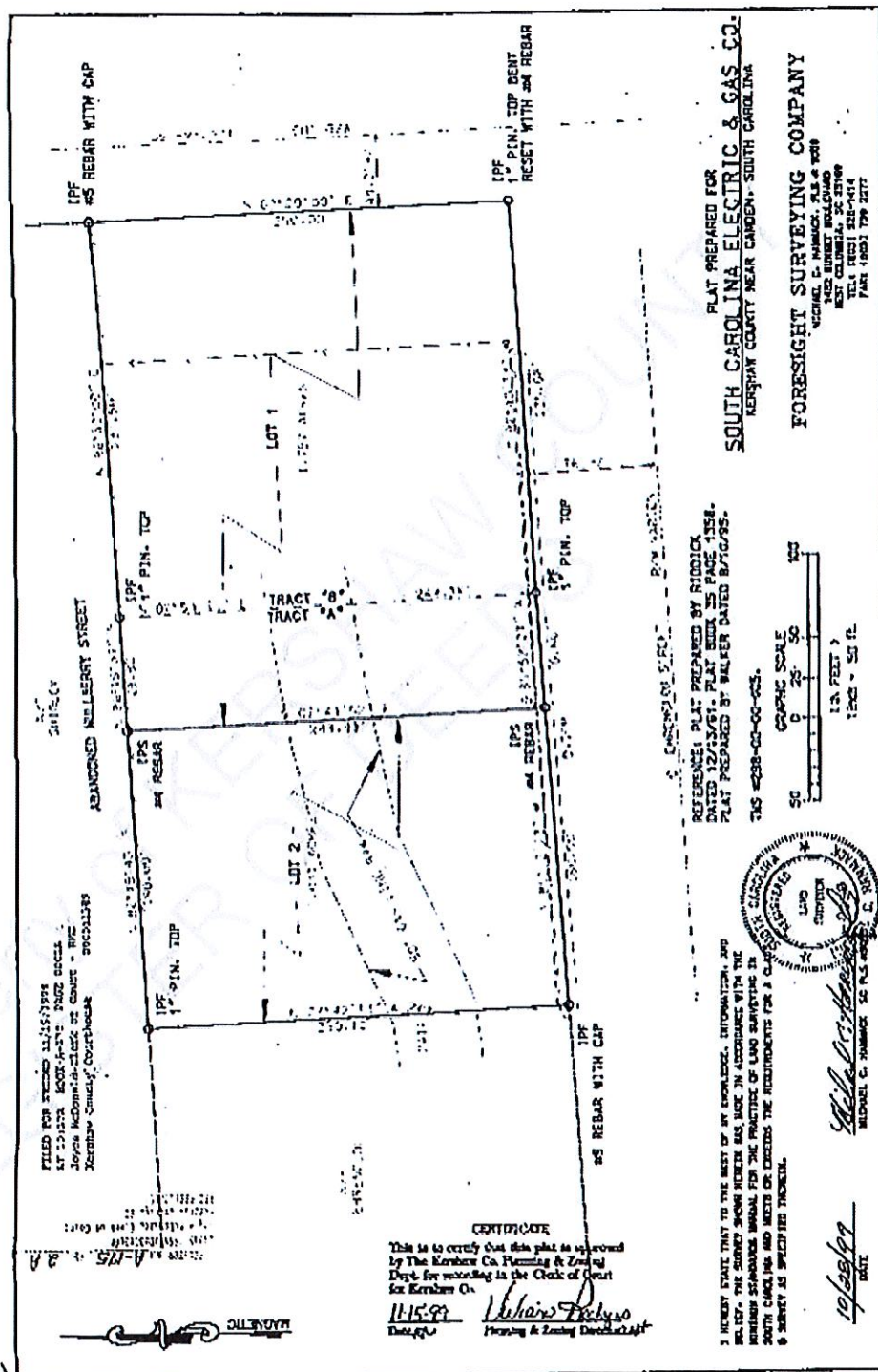


EXHIBIT C

**ATTACH:
Wiring Instructions**

**ADDENDUM TO AGREEMENT OF SALE AND PURCHASE BETWEEN KERSHAW COUNTY
AND DOMINION ENERGY SOUTH CAROLINA, INC. A SOUTH CAROLINA
CORPORATION**

WHEREAS, Dominion Energy South Carolina, Inc., a South Carolian Corporation (“DESC”) and Kershaw County, S.C., a South Carolina political subdivision (“Buyer”) entered an Agreement of Purchase and Sale (“Agreement”) with an effective date of September 1, 2023, for certain real property in Kershaw County bearing tax map number 298-00-00-005 containing an aggregate of 1.76 acres, more or less, located at 205 Sumter Highway, Camden S.C. (“Property”); and

WHEREAS, Paragraph 5 of the Agreement provided Buyer with a sixty (60) day Inspection Period to conduct a title exam and other due diligence inspection of the Property and an additional extension of the Inspection Period by Thirty (30) days upon good cause shown by Buyer and such extension shall not be unreasonably withheld by DESC; and

WHEREAS, Buyer has requested the Thirty (30) day extension of the Inspection Period for good cause shown and DESC hereby consents and agrees to the extension of the Inspection Period by Thirty (30) days, with expiration of the Inspection Period now extended to November 30, 2023; and

WHEREAS, Buyer has requested that Paragraph 30 of the Agreement be amended to require ratification of the PSA by Kershaw County Council on or before Ninety (90) days of the Effective date of the PSA, a Thirty (30) day extension of that original deadline for ratification, and DESC has consented to that amendment of the Paragraph 30 of the Agreement.

NOW, THEREFORE, DESC and Buyer agree to amend and modify the Agreement as specifically set forth herein. The Agreement among the Parties remains in full force and effect, but only to the extent that the terms of the Agreement do not conflict with this Addendum.

DOMINION ENERGY SOUTH CAROLINA, INC. A SOUTH CAROLINA CORPORATION

By: Kellor Kissan
Its: President
Date: Oct 19, 2023

JB
Oct 19, 2023

KERSHAW COUNTY

By: [Signature]
Its: Administrator
Date: 10/23/2023

**ADDENDUM TO AGREEMENT OF SALE AND PURCHASE BETWEEN KERSHAW COUNTY
AND DOMINION ENERGY SOUTH CAROLINA, INC. A SOUTH CAROLINA
CORPORATION**

WHEREAS, Dominion Energy South Carolina, Inc., a South Carolian Corporation (“DESC”) and Kershaw County, S.C., a South Carolina political subdivision (“Buyer”) entered an Agreement of Purchase and Sale (“Agreement”) with an effective date of September 1, 2023, for certain real property in Kershaw County bearing tax map number 298-00-00-005 containing an aggregate of 1.76 acres, more or less, located at 205 Sumter Highway, Camden S.C. (“Property”); and

WHEREAS, Paragraph 5 of the Agreement provided Buyer with a sixty (60) day Inspection Period to conduct a title exam and other due diligence inspection of the Property and an additional extension of the Inspection Period by Thirty (30) days upon good cause shown by Buyer and such extension shall not be unreasonably withheld by DESC; and


WHEREAS, Buyer previously requested the Thirty (30) day extension of the Inspection Period for good cause shown and DESC consented and agreed to the extension of the Inspection Period by Thirty (30) days, with expiration of the Inspection Period now extends to November 30, 2023; and

WHEREAS, the Parties mutually agree that resolution of title objections and title encumbrances, restating exiting encumbrances, and the general logistics of the property conveyance will require more time than originally contemplated in the Agreement and both Parties now agree to extend the Inspection Period to January 27, 2024; and

WHEREAS, Buyer has requested that Paragraph 30 of the Agreement be amended to require ratification of the PSA by Kershaw County Council be extended to January 27, 2024, and DESC has consented to that amendment of Paragraph 30 of the Agreement.

NOW, THEREFORE, DESC and Buyer agree to amend and modify the Agreement as specifically set forth herein. The Agreement among the Parties remains in full force and effect, but only to the extent that the terms of the Agreement do not conflict with this Addendum.


DOMINION ENERGY SOUTH CAROLINA, INC. A SOUTH CAROLINA CORPORATION

By: 
Its: President
Date: Nov 21, 2023

JB

Nov 21, 2023

KERSHAW COUNTY

By: 
Its: Administrator
Date: 11/22/2023

OLD BUSINESS

**ESTABLISHING AND
ALTERING RULES FOR
PUBLIC COMMENT**

APPENDIX III

PUBLIC COMMENT GUIDELINES

1. Public Comment:
 - is an opportunity for members of the public to speak at the council meeting in compliance with these rules.
 - is not a time for debate with or questions and answers from Kershaw County Council (“Council”).
 - is a time for Council to receive comments as to matters on the council agenda and matters within the scope of Council’s authority to act.
 - is not a time for Council response

In short, during Public Comment Council will listen to public comment as to matters in the council agenda at the council meeting, and matters within the scope of Council’s authority to act but not to provide general commentary or to editorialize on matters outside of Council’s authority.

2. Comments not in compliance with these rules will not be tolerated.
3. If a group would like to speak to Council, we request that a spokesperson be selected and that this person indicate the group he/she is representing.
4. Persons wishing to provide public comments must sign the sign-in sheet prior to the agenda item being reached and Public Comment is limited to persons who are present and speak at the council meeting.
5. Public comment period is limited to five (5) minutes maximum allowed per individual speaker.
7. Public Comments to Council as an agenda item shall continue to be live streamed by video (where available) until the Public Comments agenda item is finished and concluded. Audio (where provided) shall be live streamed as long as the member of the public speaking is compliant with these rules.
8. The official record of the Council meeting will only contain the names of the members of the public who spoke at the Public Comment agenda item at the Council meeting.

**PLANNING
COMMISSION
APPLICANTS**

**KERSHAW COUNTY, SC
BIOGRAPHICAL DATA SHEET FOR CONSIDERATION
OF APPOINTMENT TO BOARDS, COMMISSIONS, AND COMMITTEES**

TO: INTERESTED CITIZENS

Would you like to play a part in your county government? County Council accepts biographical data sheets for consideration of appointment to Kershaw County Boards and Commissions. Council reviews the biographical data and makes the appointments, which usually become effective January 1 and July 1 unless there is a resignation. Should there be a resignation, biographical data sheets are kept on file for one year. If you are interested, call 803-425-1500, ext. 5309, and request a biographical data sheet. Complete and return to Clerk to Council, Kershaw County Government Center, 515 Walnut Street, Camden, SC 29020 either by mail or hand delivery.

Kershaw County Boards & Commissions

Airport Commission	Library Board
Assessment Appeals Board	Health Services District Board
Building Board of Adjustments	Olde English District Commission
Economic Development Committee	Planning & Zoning Commission
Housing Authority Commission	Recreation Advisory Commission
Tourism Advisory Committee (ATAX)	Other
Zoning Board of Appeals	

**BIOGRAPHICAL DATA SHEET FOR CONSIDERATION OF APPOINTMENT TO KERSHAW COUNTY
BOARDS AND COMMISSIONS**

Name: Lanny Gunter County Council District 6

Current Mailing Address: 1759 Cassatt Rd Cassatt, SC 29032

Years Residing in Kershaw County: 14 years In South Carolina: 23 years

Registered Voter in Kershaw County: Yes Sex: Female _____ Male

Please list contact information (telephone, cell phone, etc.) Main 803-445-4377

Email Address: Lanny.Gunter@gmail.com

Employer: United Country Gunter & Associates Occupation: Broker / Owner

Employer's Address: 1103 Little St STE 3 Camden, SC 29020 Normal working hours: YES
(Most meetings are scheduled for 5:30 pm or 7:00 pm; poor attendance can be reason for replacement.)

Have you ever been convicted of a felony: Yes _____ No

Please give educational information (High School, College, Graduate School, etc.) High School Graduate, College

Please list name of Board or Commission on which you are interested in serving as a volunteer

1st Choice: Planning & Zoning Commission

2nd Choice: Zoning Board of Appeals *Appointed 10.10.23 - Catae*

3rd Choice: _____

List any information you feel pertinent to the position, if any: _____

Real Estate Owner and developer and owner of construction company with knowledge of the entire process.

List any previous service to the County, State, City or other Boards or Commissions: _____

Applicant's Signature:  Date September 14, 2023



Name
Lynn Blizzard

Address
2519 Jack Pine Crt

City
Elgin, SC

County
Kershaw

Phone
(803) 572-2172

Email
blizzardl75@yahoo.com

LinkedIn
View LinkedIn Profile

Resume
View Resume

Cover Letter

[View Cover Letter](#)

Occupation / Current Position

HR Manager

Mld Carolina Credit Union • Aug 2023 - Current

Education

Bachelor's

Journalism

References

Karen Eckford

Friend • 8032430119 • keckford@firstpalmetto.com

Stephen Smoak

Lawyer Friend • 8034324391 •

ssmoak@thesavagefirm.com

Amanda Jensen

Ex-Coworker • 8033155080 • ajensen7174@gmail.com

Qualifiers

Experience: Accounting, Banker, Community Activist, Business, Sales/Marketing

Expertise: Advertising / PR, Construction, Finance, Marketing, Personnel, Strategic Planning, Land Use Planning

Areas of Interest: Agriculture, Business, Construction, Community, Fire Management, Finance or Economics, Environment, Government, History, Labor, Land Management, Public Utilities, Recreation, Safety, Transportation, Tourism, Technology, Zoning and Planning, Regional Relations

Questions

What is your council district?

4

What is your race?

White

What is your gender?

Female

How long have you resided in Kershaw County

48

How long have you resided in South Carolina?

48

Are you a registered South Carolina voter?

Yes

What are your normal working hours?

8:30 am to 5:00 pm - Monday to Friday

Have you ever been convicted of a felony?

No

List any information you feel pertinent to the position, if any.

My father served on the planning and zoning board. He was a contractor in Kershaw County all his life. My family owns a local construction company in Lugoff to this day.

List any previous service to the county, state, city or other boards or commissions.

Previous - KC United Way Board Member, KC Fine Arts Center Board Member, Santee Lynches COG Board Member

To whom it may concern:

I think that with my construction and financial and marketing backgrounds that I would make a great addition to your Board. I seek to increase my networking and experience within Kershaw County. Serving on a Board or Commission would allow me to give back and make a difference in the area where I live and work.

I appreciate your consideration.

Thanks,

Lynn Blizzard

803-572-2172

Jennifer Lynn Blizzard

Elgin, SC 29045

roadqueen803@gmail.com

+1 803 572 2172

Marketing professional with experience in marketing campaigns and corporate communications along with branding, web, and print design skills. Experienced with public and media relations. Managing marketing programs and initiatives for financial products and services. Experienced with E-Verify, Adobe Creative Suite - Photoshop, InDesign, Illustrator and Adobe Acrobat, MS Office (Word, Outlook, Excel, PowerPoint), Marquis MCIF system, Raddon iNtegrator, NextProfit, QuickBooks, T-Sheets, Paycor, Sharepoint and Sharepoint Designer. Web software, Search Optimization, and Website Content Management Systems.

Work Experience

HR Manager

Mid Carolina Credit Union - Lugoff, SC

August 2023 to Present

Provides counsel to executives, managers and employees on human resources issues and policies with the intent of enhancing employee relations and maximizing company productivity, as well as reducing exposure to legal liabilities.

Responsible for planning, development, and implementation of effective human resource strategies and policies. Assists Senior Management in developing short and long term objectives, goals, and strategies. Administers operational plans, policies, and goals which further strategic objectives.

Responsible for the effective and efficient implementation of training functions. Oversees new employee orientation sessions, on the job training, refresher and individual training, and volunteer training. Recommends and assists in formulating training programs and determines instructional methods, utilizing individual training, group instructions, demonstrations, and workshops; selects or develops training aids such as handbooks, visual aids, and tutorials. Tracks the progress of trainees through routine tests, observation, and feedback from supervisors; evaluates the effectiveness of the training program.

Manages the recruiting and selection activities of the credit union to identify needed critical skills, employ, place, and/or transfer internal and external managers, professionals, technicians, and support staff to ensure adequate staffing levels. Recommends and administers effective recruiting program, conducts exit interviews. Ensures accurate, updated personnel information is available to other departments and to organizations as required.

Administers the Credit Union's compensation payouts, and updates salary grades, ranges and job descriptions through Balanced Comp. Manages annual performance review process through Balanced Results.

Administers the Credit Union's benefit programs. Consult with and advise employees on their eligibility for these and other related benefits. Assures compliance with all legal requirements of HR programs and ensures reports are made as required. Compares vendors to identify cost savings.

Processes payroll within iSolved HR System.

VP Operations

Kershaw Builders Inc.

October 2016 to Present

- Oversee Accounting, Maintenance, HR, Marketing and Logistics for a Sitework and Utility Construction Co
- Manage Quickbooks Online software to include banking, account receivables/payables and Chart of Accounts
- Direct the maintenance team for 8 dump trucks, 3 road tractors and 40+ pieces of equipment
- Manage Paycor HR Management software and insurance benefits for 55+ employees
- In charge of the scheduling and invoicing to deliver aggregate products and equipment to jobs
- Provide corporate compliance annual training program to all employees, including safety manuals and meetings
- Assist the owner in preparing proposals for bid work and other tasks as needed

Stability Center Coordinator

Goodwill Industries of the Upstate Financial

March 2016 to September 2016

- Provided benefit assistance through SC Thrive as a benefits counselor
- Responsible for community outreach in the Kershaw County area
- Conducted financial teaching and counseling workshops in a one-on-one setting

Director of Marketing/Webmaster

SAFE Federal Credit Union

February 2007 to January 2016

- Overseen the marketing and business development departments of the credit union, a team of 7
- Worked within a \$1.6 million annual budget
- Managed and implemented the credit unions website, blog, and all aspects of social media
- Responsibilities included strategic development of the annual marketing plan, advertising, and marketing campaigns
- Organized and prioritized strategic planning, documents, reports, and business plan for the credit union
- Served on several community boards and attended Chamber events regularly
- Corporate communications and community relations ambassador

Education

Diploma

Lugoff Elgin High School

August 1989 to June 1993

Bachelors of Arts in Advertising

University of South Carolina

Skills

- Marketing professional with experience in marketing campaigns and corporate communications along with branding, web, and print design skills. Experienced with public and media relations. Managing marketing programs and initiatives for financial products and services. Experienced with E-Verify, Adobe Creative Suite
- Photoshop
- InDesign
- Illustrator and Adobe Acrobat
- MS Office (Word, Outlook, Excel, PowerPoint)
- Marquis MCIF system
- NextProfit
- QuickBooks
- T-Sheets
- Paycor
- Sharepoint and Sharepoint Designer. Web software
- Search Optimization
- Website Content Management Systems.