

RECEIVED

Oct 04 2022

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas
The Honorable Kristi F. Curtis

Appellate Case No. 2021-000685

The Station, Inc. d/b/a Company Two, Inc.,.....Appellant,

v.

Hampton County, ...Respondent.

**RECORD ON APPEAL
VOLUME IV**

BARNES LAW FIRM, LLC
Kathleen C. Barnes, SC Bar No. 78854
P.O. Box 897
Hampton, SC 29924
803-943-4529

WILSON LAW GROUP, LLC
J. Christopher Wilson, Bar No. 06987
chris@wilsonlawgroupsc.com
P.O. Box 1150
Bamberg, SC 29003
803-245-7799

Attorneys for Appellants

NESS & JETT, LLC
Richard B. Ness,
richardbness@gmail.com
Norma A. T. Jett,
normajett@gmail.com
R. Aaron Ness,
raaronness@gmail.com
Alison D. Hood,
alisonhood@gmail.com
PO Box 909
Bamberg, SC 29003
803-245-5178

Attorneys for Respondent

VOLUME I

Notice of Appeal and attached transcript pages, June 24, 2021.....	1
Amended Notice of Appeal, November 8, 2021.....	15

Orders

Final Order, October 8, 2021.....	17
Consent Order to Amend Summons and Complaint, January 31, 2018.....	24
Order denying Defendant’s Motion for Summary Judgment, July 20, 2018.....	26
Order denying Defendant’s Motion for Reconsideration of the order denying summary judgment, August 13, 2018.....	33
Form 4 Order, August 30, 2019.....	38
Consent Order, February 25, 2020.....	41
Emailed Order on Defendant’s motion for summary judgment and Plaintiff’s motion <i>in limine</i> , May 24, 2021.....	44

Pleadings

Complaint, April 28, 2017.....	45
Amended Complaint, February 27, 2018.....	51
Answer to Amended Complaint with counterclaim, March 8, 2018.....	56
Notice of Motion and Motion for Summary Judgment, May 4, 2018.....	64
Memorandum in Opposition to Motion for Summary Judgment, June 25, 2018.....	66
Affidavit of Quincy Jones, June 25, 2018.....	75
Letter from Jim Daniel to Company Two, June 25, 2018.....	77
Emails, June 25, 2018.....	78
Defendant’s Memorandum of Law in Support of Summary Judgment, July 2, 2018.....	80
Affidavit of Aline Newton, June 30, 2018.....	83
Answer to Amended Complaint with Amended Counterclaims, March 18, 2020.....	85
Reply, March 20, 2020.....	93

Plaintiff’s Memorandum, June 18, 2021.....	95
Defendant’s Memorandum of Law, June 21, 2021.....	107

Trial Transcripts

Transcript trial, May 24-27, 2021.....	119
--	-----

May 24, 2021 – Pre-trial Motions

Defendant’s motion for summary judgment.....	123
Plaintiff’s Motions <i>in limine</i>	145
Defendant’s Motions <i>in limine</i>	172

May 25, 2021 – Trial Day 1

Opening Statement of Plaintiff by Mr. Wilson.....	197
Opening Statement of Defendant by Mr. Ness.....	217

Ivan Quincy Jones

Direct examination by Mr. Wilson.....	224
Cross examination by Mr. Richard Ness.....	280
Redirect examination by Mr. Wilson.....	316
Recross examination by Mr. Richard Ness.....	328

Kenneth Alan Hughes

Direct examination by Mr. Wilson.....	331
Cross examination by Mr. Aaron Ness.....	336

VOLUME II

Larry Blake Hodge

Direct examination by Mr. Wilson.....	340
Cross examination by Mr. Aaron Ness.....	349

George L. Hiers, Jr.

Direct examination by Mr. Wilson.....	354
Cross examination by Mr. Aaron Ness.....	362
Redirect examination by Mr. Wilson.....	363
Willard Wilson	
Direct examination by Mr. Wilson.....	365
Cross examination by Mr. Richard Ness.....	380
Redirect examination by Mr. Wilson.....	388
May 26, 2021 – Trial Day 2	
James Edward Daniel	
Direct examination by Mr. Wilson.....	404
Cross examination by Mr. Aaron Ness.....	431
Redirect examination by Mr. Wilson.....	463
Kevin Weinberg	
Deposition read into the record (print copy of deposition designations read at trial included in record).....	469
James Robert Nilo	
Direct examination by Mr. Wilson.....	471
Cross examination by Mr. Aaron Ness.....	500
Redirect examination by Mr. Wilson.....	508
Robert Schaub	
Deposition play for the jury (print copy of deposition designations read at trial included in record).....	520
Plaintiff rests.....	523
Sandra Gay Steele	
Direct examination by Mr. Aaron Ness.....	523

Cross examination by Mr. Wilson.....	534
Charles Harold Buddy Phillips	
Direct examination by Mr. Aaron Ness.....	545
Cross examination by Mr. Wilson.....	553
Redirect examination by Mr. Aaron Ness.....	564
Recross examination by Mr. Wilson.....	565
Defendant’s motion for a directed verdict.....	572
Plaintiff’s argument in opposition.....	581

VOLUME III

May 27, 2021 – Trial Day 3

Continued argument on Defendant’s motion for a directed verdict.....	599
Court’s ruling on Defendant’s motion for a directed verdict.....	622
Defendant’s motion to dismiss the jury.....	627
Court’s ruling on Defendant’s motion to dismiss the jury.....	630
Court dismisses the jury.....	635

Sabrina Posey Graham

Direct examination by Mr. Aaron Ness.....	637
Cross examination by Mr. Wilson.....	659

A.G. Solomons, Jr.

Direct examination by Ms. Jett.....	679
Cross examination by Mr. Wilson.....	690
Redirect examination by Ms. Jett.....	697
Recross examination by Mr. Wilson.....	700
Re-redirect examination by Ms. Jett.....	702
Re-recross examination by Mr. Wilson.....	703

Dr. Roy Hollingsworth, Jr.

Direct examination by Mr. Aaron Ness.....705

Cross examination by Mr. Wilson.....713

Redirect examination by Mr. Aaron Ness.....719

Jack Harley Woodward

Direct examination by Ms. Jett.....721

Cross examination by Mr. Wilson.....737

Court's further ruling on Defendant's motion for directed verdict.....743

George Bullard

Direct examination by Ms. Jett.....746

Cross examination by Mr. Wilson.....750

David Anderson

Direct examination by Mr. Aaron Ness.....754

Cross examination by Mr. Wilson.....768

Rose Ann Dobson Elliott

Direct examination by Ms. Jett.....777

Cross examination by Mr. Wilson.....806

Redirect examination by Ms. Jett.....820

Recross examination by Mr. Wilson.....823

Defendant's motion for a directed verdict.....825

Plaintiff's argument in opposition.....832

VOLUME IV

Print copy of Kevin Weinberg's deposition designations read at trial.....853

Print copy of Robert Schaub's deposition designations read at trial.....922

Trial Exhibits

Plaintiff's exhibit 1, October 12, 2005 letter.....	985
Plaintiff's exhibit 2, Bidding document.....	986
Plaintiff's exhibit 3, Title to Real Estate.....	994
Plaintiff's exhibit 4, January 17, 2017 letter.....	998
Defendant's exhibit 2, Hampton County Council meeting minutes 2/2/2011.....	1001
Defendant's exhibit 3, Hampton County Council meeting minutes 3/21/2011.....	1004
Defendant's exhibit 4, Hampton County Council meeting minutes 4/18/2011.....	1008
Defendant's exhibit 7, Ordinance 2011-001.....	1013
Defendant's exhibit 8, Hampton County Council meeting 4/18/2011.....	1016
Defendant's exhibit 9, Hampton County Council meeting 4/18/2011.....	1018
Defendant's exhibit 10, Hampton County Council meeting agenda.....	1019
Defendant's exhibit 11B, photo of airport overview.....	1020
Defendant's exhibit 12, 2011 Agreement.....	1021
Defendant's exhibit 13, Deed from Q&J Properties to County.....	1029
Defendant's exhibit 14, Deed from County to Q&J Properties.....	1032
Defendant's exhibit 15, 2014 Easement Agreement.....	1036
Defendant's exhibit 16, Plat.....	1043
Defendant's exhibit 18, March 2005 letter.....	1044
Defendant's exhibit 18A, January 24, 2005 letter.....	1045
Defendant's exhibit 19, February 5, 2016 letter.....	1048
Defendant's exhibit 20, October 8, 2015.....	1051
Defendant's exhibit 21, November 29, 2016.....	1053

Defendant’s exhibit 22, Letter from Rose Elliott to Quincy Jones.....1055

Certificate of Counsel and Compliance

)IN THE COURT OF COMMON PLEAS
)FOURTEENTH JUDICIAL CIRCUIT
)CASE NO. 2017-CP-35-170

)

)

)

)

$$\left\{ \begin{array}{l} \end{array} \right.$$

)

)

)

)

)

APPEARANCES

FOR THE PLAINTIFF:

J. Christopher Wilson, Esquire
Wilson & Luginbill, L.L.C.
Post Office Box 1150
Bamberg, South Carolina 29003

FOR THE DEFENDANT:

R. Aaron Ness, Esquire
Richard B. Ness, Esquire
Ness & Jett, L.L.C.
Post Office Box 909
Bamberg, South Carolina 29003

ALSO PRESENT:

Mr. Quincy Jones

INDEX

STIPULATIONS.....	3
DIRECT EXAMINATION BY MR. AARON NESS.....	3
CROSS-EXAMINATION BY MR. WILSON.....	47
REDIRECT EXAMINATION BY MR. AARON NESS.....	78
RECROSS-EXAMINATION BY MR. WILSON.....	84
REDIRECT EXAMINATION BY MR. AARON NESS.....	88
RECROSS-EXAMINATION BY MR. WILSON.....	89
CERTIFICATE.....	95

EXHIBITS

Defendant's

10	SWG Systems, Inc. letter dated 9/15/16	3
11	Independent Contractor Agreement	3

*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS
FROM DATE OF CERTIFICATION.

1

[REDACTED]

[REDACTED]

15 KEVIN WEINBERG, having first been duly sworn,

16 was examined and testified as follows:

17 DIRECT EXAMINATION

18 BY MR. AARON NESS:

19 [REDACTED]

1

[REDACTED]

2

Q Okay. Can you give us your full name?

3

A Kevin Eugene Weinberg.

4

Q And where are you from?

5

A Ocala, Florida.

6

Q Where do you live now?

7

A Soperton, Georgia.

8

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14 Q Can you give us some background on yourself?

15 A I am a ARFF Mechanic/Consultant/Technician.

16

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21 Q Did you go to any, I guess, formal schooling after high
22 school?

23 A No, I started at a fire truck building facility --

24 Q What is --

25 A -- when I moved to Florida.

1 Q What is --

2 A **Emergency One.**

3 Q Okay, what's the name of that company?

4 A **Emergency One, Incorporated.**

5 Q Emergency One.

6 A **Uh-huh (affirmative).**

7 Q And where were they exactly located?

8 A **Ocala, Florida.**

9 Q How long did you work for them?

10 A **Twelve years.**

11 Q What'd you do for them?

12 A **I moved around a lot, but basically, I spent the**
13 **majority of my time building airport rescue vehicles,**
14 **fire trucks.**

15 Q Did you do anything else for them?

16 A **Yes, I did operator's training, driver's training,**
17 **warranty claims, international deliveries, and then I**
18 **worked on special projects, things that they wouldn't**
19 **put down the assembly line.**

20 Q So you worked on the mechanical side and the business
21 side?

22 A **All -- yes, sir.**

23 Q Okay. How many vehicles do you think you worked on in
24 that 12 years you were working for them?

25 A **Seven hundred and 50 plus.**

1 Q All airport rescue fire fighting trucks?
2 A Yes, sir.
3 Q ARFF trucks?
4 A Yes, sir.
5 Q Do you have to have any kind of certifications or
6 licenses to operate on, or to work on ARFF trucks?
7 A It is recommended.
8 Q What kind of -- which one do you have to have, a
9 license or a certification, or both?
10 A Mostly it's Emergency Vehicle Technician
11 certifications. It's similar to ASC, but for fire
12 rescue vehicles.
13 Q And do you have an Emergency Vehicle certification?
14 A Yes, sir.
15 Q When did you get that?
16 A I have maintained that certification since 2001.
17 Q How did you get that certification?
18 A The company Emergency One directed me toward that. It
19 was -- when the -- when the conception was being
20 created to make that, I worked with people at the
21 company to write the specs for that.

22

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 Q What does this certification allow you to do?

2 A It allows you to test and operate emergency vehicles in
3 an AOA environment, which is a controlled airport
4 environment.

5 Q So with that certification you have the authority to go
6 and certify ARFF trucks all around the country?

7 A Yes, sir.

8

[REDACTED]

17 Q Is it more than you've worked on?

18 A Yes.

19 Q So you've certified more than 750?

20 A Yes.

21

[REDACTED]

25 Q Who are you employed with at this time?

1 A I work for myself.

2 Q And, what do you do?

3 A I certify and inspect ARFF vehicles, and make repairs.

4 Q What's the name of your company?

5 A Crash Truck Services, LLC.

6 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Q What does Crash Truck Services specifically do?

18 A I test and certify vehicles. I make repairs. I
19 consult. I offer advice on their fleet. Evaluate
20 vehicles.

21 Q Do you have any employees at --

22 A No, sir.

23 Q Just yourself?

24 A Yes, sir.

25 Q Do you have any partners?

1

4 Q -- with this job? You know Quincy Jones, correct?

5 A Yes, sir.

6 Q How do you know Mr. Jones?

7 A I began working with him eight years ago.

8 Q Tell me how y'all's business relationship started.

9 A He contacted me to help him with a truck he had
10 purchased.

11 Q What kind of truck was that?

12 A It was a airport rescue vehicle.

13 Q And this was eight years ago you said?

14 A 2007/2008, yeah.

15 Q So, ten years ago from today?

16 A Yeah.

17 MR. WILSON: Object to the form.

18 Q What did -- why did Mr. Jones call you?

19 A I'm not sure. I don't believe he could find anyone
20 else to do what he needed done.

21 Q So he had purchased an ARFF truck and then he called
22 you?

23 A After he purchased it, yes.

24 Q And I guess, he wanted your services with regarding
25 ARFF trucks?

1 **A Yes.**

2 **Q What did you help him do with --**

3 **A I inspected the truck, and afterwards he approached me**
4 **about doing the repairs.**

5 **Q Did you --**

6 **A The truck didn't pass. It was uncertifiable at that**
7 **point.**

8 **Q Was he asking you to certify it?**

9 **A Yes.**

10 **Q And you couldn't certify it?**

11 **A No, it wouldn't [inaudible response].**

12 **Q And then he asked you to help repair it so it could**
13 **become certifiable?**

14 **A Yes.**

15 **Q And this is still in the 2007/2008 timeframe?**

16 **A Yes.**

17 **Q Well, what happened next in terms of y'all's business**
18 **relationship?**

19 **A We made a deal to repair it, which I did.**

20 **Q Did y'all make money off of that truck?**

21 **A Yes.**

22 **Q How did y'all start? Did -- I guess, what happened**
23 **after y'all did that deal? Then what in terms of**
24 **y'all's business relationship?**

25 **A Originally, my job was only to certify the truck. He**

1 **approached me about helping him sell it, being around**
2 **to operate it for a customer, which I did. And he**
3 **offered me a bonus if I helped with that after the**
4 **truck was completed, which I did. And, he sold to the**
5 **customer, and paid me.**

6 Q Who was the customer?

7 A **It was, I think, Chevron Global Technologies.**

8 Q Were they a United States based corporation or were
9 they some kind of subsidiary --

10 A **I'm not sure about that.**

11 Q Okay. And y'all sold that truck?

12 A **Yes, sir.**

13 Q And did -- did you get a bonus?

14 A **Yes, sir.**

15 Q Okay. How about the next one? Did y'all start -- did
16 y'all start doing more deals?

17 A **Yes, sir.**

18 Q Tell me about that.

19 A **He approached me about doing a couple more like that**
20 **because there was a lucrative profit margin.**

21 Q And did y'all start doing more deals?

22 A **Yes.**

23 Q Elaborate on more deals. Did you start working with
24 him or did it -- how did y'all's -- tell -- explain to
25 me that.

1 A We had many conversations about business futures. We
2 went to an auction in Indianapolis and purchased two
3 more vehicles with intent to rebuild and resell them.
4 And that's where we started.

5 Q Did you become a partner in Company Two?

6 A At that time, no. It was only by verbal handshake.
7 There was no paperwork.

8 Q Were you an employee of Company Two at that time?

9 A No.

10 Q Where were you working?

11 A Crash Truck Services.

12 Q Physically where did you go to work every day though
13 when you were working for Mr. Jones from --

14 A To his shop in Hampton.

15 [REDACTED]

[REDACTED]

[REDACTED]

18 Q And those two fire trucks that y'all got in
19 Indianapolis did y'all sell those?

20 A Yes.

21 [REDACTED]

[REDACTED]

[REDACTED]

24 Q Did y'all keep buying more fire trucks, ARFF trucks and
25 refurbishing them and selling them?

1 **A Yes.**

2 **Q How long did y'all have that arrangement?**

3 **A Until 2017.**

4 **Q Did Company Two work on ARFF trucks before you came in?**

5 **A Not to my knowledge. They sold one and it didn't need**
6 **to be certified because it went to a city.**

7 **Q So until you came in, to your knowledge, they had not**
8 **sold a certified ARFF truck?**

9 **A No, sir.**

10 MR. WILSON: Object to the form.

11 **Q It was only after you came in that they were able to**
12 **sell a certified ARFF truck?**

13 **A Yes.**

14 MR. WILSON: Object to the form.

15 **Q Do you believe you brought that aspect of the business,**
16 **that aspect being ARFF trucks?**

17 **A Yes.**

18 MR. WILSON: Object to the form.

19 **Q How many ARFF trucks did y'all certify and sell?**

20 **A I believe 12.**

21 **Q While you were at Company Two?**

22 **A Yes.**

23 **Q What else did you bring to Company Two other than your**
24 **knowledge and ability to certify ARFF trucks?**

25 **A Resources.**

1 Q Explain that to me.

2 A **Manpower.**

3 Q You brought?

4 A **Several people from Ocala.**

5 Q How many?

6 A **Maybe five.**

7 Q Were they employees of Company Two?

8 A **No.**

9 Q They were independent contractors?

10 A **Yes.**

11 Q Did y'all make money on these ARFF trucks?

12 A **Yes.**

13 Q Do you believe Company -- the Company Two's profit went
14 up when you came?

15 A **Yes.**

16 MR. WILSON: Object to the form.

17 Q Explain that to me.

18 A **The profit margin on an airport rescue vehicle is much
19 higher than a typical fire truck, which he was selling.
20 There is less competition. It's a niche market. It's
21 more difficult to do that business.**

22 Q How many companies work on ARFF trucks throughout the
23 United States; do you know?

24 A **Solely on ARFF trucks?**

25 Q How many of them try to certify ARFF trucks and sell

1

5 Q To you knowledge, when did Company Two start using the
6 runway, Hampton County runway?

7 A **2007.**

8 Q Why did it start using the runway?

9 A **Because I needed to test an ARFF truck so I took it
10 there.**

11 Q Did Company Two ever need the runway to paint
12 airplanes?

13 A **No. No airplanes were painted.**

14 Q Did Company Two use the runway for anything else?

15 A **Not to my knowledge.**

16 Q Did Company Two ever fly in clients to look at ARFF
17 trucks in their facility?

18 A **Yes.**

19 Q How many times did that happen?

20 A **They flew their self. We didn't fly them.**

21 Q Oh, the clients flew in?

22 A **One helicopter and an airplane.**

23 Q

1

11 Q Did Company Two sell ARFF trucks internationally?

12 A Yes.

13

15 Q All right, a minute ago you said that you would test
16 ARFF trucks on the runway.

17 A Yes.

18 Q Who do you know gave Company Two specific permission to
19 test ARFF trucks on the runway?

20 A I don't know.

21 Q Do you know if anyone ever gave Company Two specific
22 permission to test ARFF trucks on the runway?

23 A

1 county had given him specific permission to test ARFF
2 trucks on the runway?

3 **A I didn't concern myself with that.**

4 **Q** Okay. Why did you start testing ARFF trucks on the
5 runway?

6 **A Because I believed that I was building a business with**
7 **Mr. Jones, and I was doing what I had to do to forward**
8 **the business.**

9 **Q** So you -- it was your belief that you were Mr. Jones'
10 partner?

11 [REDACTED]

[REDACTED]

13 **Q** Even though y'all didn't have any formal written
14 partnership agreement?

15 **A Yes.**

16 **Q** Did anyone ever give you specific permission to test
17 ARFF trucks on the runway?

18 **A No.**

19 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

10 Q Mr. Weinberg, tell me why is it necessary to have a
11 long strip like an airport runway to test ARFF trucks?

12 A There are certain performance parameters that are
13 required to be tested. These parameters cannot be done
14 on a road. So a runway is the most suitable. It's the
15 only method. Unless you build a testing -- dedicated
16 testing facility for the vehicles.

17 Q How far away, ballpark it, how far away is the Hampton
18 County runway from Company Two's facility?

19 A I'd say several 100 feet.

20 Q What's the difference between an ARFF truck and a
21 normal, what I'll call a normal fire truck?

22 A A normal fire truck is built to FMDSS standards and DOT
23 standards, which means they can operate within traffic.
24 An ARFF truck is not built to these standards. They're
25 bumpers are higher, they're angles of approach and

1 departure don't warrant safe operation on a road and
2 they're over width.

3 Q Any other things that differ to speak of?

4 A No.

5 Q [REDACTED]

[REDACTED]

7 Q Tell me about testing an ARFF truck in order to certify
8 it. Can you kind of go through --

9 A Yes, sir. There is a few important parameters. One of
10 them being it's acceleration, which is a timed from
11 zero to 50. Then there is a panic brake test. There's
12 water pattern dimensional requirements that need to be
13 met, so you need a big space to spray water and
14 measure.

15 Q Any other testing?

16 A That's pretty much it. You just have to be able to
17 operate the truck while you're pumping water and while
18 you're driving it, which is not conducive to the road,
19 to slow population.

20 Q And would y'all perform all of those testing
21 requirements on the Hampton County runway?

22 A Not all of them. Some are performed on the road in
23 front of Company Two.

24 Q [REDACTED]

[REDACTED]

1 A [REDACTED]

3 A They're not crash worthy. There's no crash bumpers.

4 Q So they're not supposed to be on the public roads?

5 A No, sir.

6 Q Which tests would y'all perform on the airport runway?

7 A Mostly zero to 50s for accelerations. Brake testing.

8 And pump and roll operation; that's driving the truck

9 while operating the water system. And the laydowns,

10 the patterns, which is how far the truck can spray

11 water. That's very important. It has to be tested

12 every year.

13 Q And what would y'all perform on the road out from

14 Company Two?

15 A Mostly spray outs, pump and roll operation, you know,

16 water sprays, distances, patterns.

17 Q And y'all were pumping water?

18 A Yes, sir.

19 Q [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 Q

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5 Q Okay. Do these trucks have the ability to spray
6 foaming as well?

7 A Yes.

8 Q I say foam, is there a more technical term for that?

9 A That's the right word.

10 Q What kind of foam is it?

11 A It's AFFF, aqueous film forming foam. It puts a film
12 on top of fuel and therefore cuts the oxygen off from
13 it so it can't burn.

14 Q How many gallons does an ARFF truck hold of this foam?

15 A One hundred and eighty to 250.

16 Q

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7 Q What happens to the foam after you spray it?

8 A It goes into the ground water.

9 Q Where does Company Two get this foam from?

10 A Most of it came in our vehicles that we were purchasing
11 from auction.

12 Q [REDACTED]

[REDACTED]

14 Q Where did Company Two get its water to fill up its ARFF
15 trucks?

16 A From the city.

17 Q So Company Two had a city fire hydrant?

18 A Yes.

19 Q [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

20 A I was just told by Mr. Jones to not take water at
21 different times, or meter the water.
22 Q Which fire hydrant was that?
23 A In front of our building.
24 Q Did you ever lose access to the fire hydrant along --
25 by the airport?

1

[REDACTED]

2

Q Other than testing fire trucks on the airport runway or out front of Company Two on the road, did Company Two test ARFF trucks anywhere else?

4

5

A Yeah, we'd drive all over the place.

6

Q Explain.

7

A He would tell a person in the shop to take the truck out and put it through its paces and see what they find wrong with it. And they would leave with it and come back. That's --

10

11

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15 Q Did Company Two ever ship its trucks off to be tested?

16

A No.

17

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

7 Q How high is the front bumper off of the -- off the
8 ground?

9 A I would say 48 plus inches.

10 Q How high is the normal bumper, or a bumper on a normal
11 fire truck?

12 A Twenty-two inches.

13 Q So the difference in the height of the bumpers is --

14 A That's the problem --

15 Q -- one of the reasons that makes it not road worthy?

16 A Yes. When I worked at the factory and we went plant to
17 plant we had to install temporary bumpers on the rear
18 especially before we could go to the other building,
19 and then we also had to put flags on the side. And
20 most of the time we took an escort.

21

1

- 19 Q So what was the normal process for getting a fire truck
20 and repairing it?
- 21 A You - first, you quote the work, then they offer a
22 purchase order, or a work order, then you do the work,
23 invoice them and they pay.
- 24 Q So Company Two would send out bids to potential
25 customers?

1 A Yes.

2 Q Did Company Two win a lot of bids?

3 A I don't know that.

4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22 Q Would you say Company Two was competitive in terms of
23 its bidding?

24 A Yes.

25 Q What allowed it to be competitive, if anything?

1 A I think our knowledge of the environment, our history.

2 Q How do most companies that work on ARFF trucks test
3 their ARFF trucks before certifying and selling them?

4 A Yes.

5 Q Well, what -- do -- do most of them ship their ARFF
6 trucks out to be tested?

7 A That I don't know. So, I've previously, before Quincy
8 worked for a company that did the same thing, and they
9 had their own test facility on location. There's
10 several companies that do not have this. They have to
11 take their trucks to a testing facility because they're
12 boxed in. They don't have the land for it.

13 Q So those companies that have to ship out their ARFF
14 trucks to be tested, those companies potentially would
15 incur more costs?

16 A Yes.

17 Q Company Two didn't have to ship out its ARFF trucks,
18 did it?

19 A No.

20 Q Did that increase the profit margins for Company Two?

21 A Yes.

22

1 Q

[REDACTED]

[REDACTED]

[REDACTED]

4 Q Are you still working for Company Two?

5 A No.

6 Q When did you leave Company Two?

7 A March 2017.

8 Q Why did you leave Company Two?

9 A I realized that I was working on locations uninsured.

10 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

4 Q So that -- was the insurance issue the only reason you
5 left Company Two?

6 A No.

7

9 Q Explain that.

10 A I believe that I didn't know everything that was going
11 on. I believe that I was not paying attention enough
12 to the business part and spending all my time on the
13 mechanical part. So, what I believed I was working
14 toward, I wasn't.

15 Q And earlier you said you believed you were working to a
16 partnership with --

17 A Yes.

18 Q -- Company Two?

19 A Yes.

20 Q And later on your belief changed?

21 A Yes.

22 Q Any other reasons that your belief change that you were
23 working towards a partnership?

24 A Yes. Quincy gave me a -- a contractor's agreement to
25 sign and give back to him. And the wording proved that

1 me and him had no relation.

2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 Q And this was a document that you were asked to sign in
2 what year?

3 A March 2017.

4 [REDACTED]

[REDACTED]

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9 Q Did you think you were an independent contractor before
10 working -- before this agreement?

11 A Yes.

12 Q How so?

13 A I believed I was a business partner. I believed that I
14 would've done anything that the company needed to be
15 profitable. That's why I did what I did and I didn't
16 take a raise in the eight years I was there. Because I
17 was working towards something that he called 'sweat
18 equity' in 2007. But I sweated and there was no
19 equity.

20 Q What was y'all's arrangement in terms of you getting
21 paid while you were at Company Two?

22 A [REDACTED]

[REDACTED]

24 Q How --

25 A So when the company did well, I got paid.

1 Q You mean you got your bonus?

2 A Yes. My salary never changed.

3 Q Did you receive bonuses often?

4 A Yes.

5 Q And were those bonuses paid directly to you?

6 A Yes.

7 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23 Q And this was you said was one of the reasons you left
24 Company Two?

25 A Yes.

1 Q That and the insurance?

2 A That opened my eyes to --

3 Q Okay.

4 A -- what people were telling me.

5 Q Was -- what were people telling you?

6 A That I would -- didn't have any -- I was getting
7 anything out of this. That --

8 Q How'd that make you feel?

9 A I didn't believe it. I chalked it up as maybe envy.

10 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

6

Q Did any other employees leave Company Two?

7

A Many contractors left. All of them disgruntled.

8

15

Q And this document is titled, well, at the top it says, "SWG Systems, Inc.". Is that Quincy Jones' address and a date and then referencing and regarding specific aviation investment bid evaluation results?

16

17

18

19

A Yes.

20

Q So you've seen this document before?

21

A Yes.

22

Q Can you tell me who wrote this --

23

A Mr. Bobby Shaab.

24

Q Do you know Bobby Shaab?

25

A Yes.

1 Q His full name's Robert Shaab, but y'all call him Bobby?

2 A Yeah, I call him Bobby.

3 Q And do you know him well?

4 A Yes.

5 Q How?

6 A We worked together at Emergency One more than --

7 Q How long --

8 A -- 20 years ago. Thirty years ago.

9 Q How long did y'all work together down in Florida?

10 A About seven years.

11 Q What did he do at Emergency One?

12 A He was a salesman. He sold fire rescue vehicles,
13 airport fire rescue vehicles.

14 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

20 Q What do they do?

21 A They consult. He consults. He will help a customer
22 with several different issues they might have relating
23 to airport operations. He might help them find a
24 truck. He might help them get a truck repaired. He
25 might help them find equipment. That's what he does.

1

11 Q

What was his relationship with Company Two?

12 A

To start with we bought equipment from him. He

13

purchased some -- well, acquired some obsoleted

14

materials. And, we purchased the stuff from him. That

15

was our --

16

1 A No.

2 Q Do you know if he did anything else for Company Two
3 while you were working there?

4 A I'm not sure. I believe that he did some consulting
5 for Quincy.

6 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16 A I believe that we lost a bid and Quincy wanted Bobby to
17 find out why, why we lost the bid.

18 Q What was this contract for? Or what was the bid for?
19 Excuse me.

20 A I believe 11 trucks.

21 [REDACTED]

[REDACTED]

23 Q And Mr. Shaab is saying in this that Company Two was
24 unsuccessful in being awarded a four plus million
25 dollar project for Company Two; is that right?

1 A Yes.

2 Q Why did Company Two fail to secure this bid?

3 A We were inexperienced at multiple order bids.

4 Q What -- say that again for me.

5 A We were inexperienced at multiple order bids. He hired
6 some outside help to help us make this bid happen.

7 And, we guessed at a lot.

8 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 Q You did bid on it. But you lost it because --

2 A Yes.

3 Q -- why?

4 A We were overpriced.

5 Q Why were -- why was Company Two over priced?

6 A That's one reason, we were overpriced. The second
7 reason was we lost points because we took exemptions --

8 Q What does that mean?

9 A -- to the bid. That means if there's a paragraph in
10 the bid of something the bidder wants and you can't
11 provide it you take exception to it. And then you
12 write a reason why you can't provide it.

13 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22 Q -- why was Company Two inexperienced at bidding?

23 MR. WILSON: Object to the form.

24 A We hadn't done very many multiple order bids.

25 Q Had y'all ever done an order the size of 11 ARFF

1 vehicles?

2 A No, impossible.

3 Q Had you ever done an order for ten ARFF vehicles?

4 A No.

5 Q What was the largest order Company Two bid while you
6 were at Company Two?

7 A To sell? Two.

8 Q Two. But yet Company Two was bidding on a project that
9 was at least ten but you're saying 11?

10 A Yes.

11 Q Okay. Did Company Two cause them self or itself to
12 lose this contract?

13 MR. WILSON: Object to the form.

14 A Yes.

15 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19 Q What kind of things would Company Two guess on in terms
20 of bidding?

21 A Labor hours. The cost of components. The inability to
22 -- we didn't have a structure. We didn't have a -- we
23 didn't have a set up paperwork. We didn't -- we didn't
24 do the same thing over and over. Every job was a new
25 and custom job. So we -- so our numbers are rounded,

1 mixed it all up. We didn't have a structure. We
2 didn't have -- we didn't keep that.

3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12 Q Why is that -- why -- why is that?

13 A Hampton County had nothing to do with this bid. It was
14 our intent over the time that we were going to test
15 them trucks on the airport anyway, or do it around just
16 like he's doing now. The mention of offsite testing in
17 this, it's not the reason the bid was lost.

18 Q Since this project was approximately, according to what
19 you've said today, five times the size of any project
20 they had taken in the past, would Company Two have been
21 able to complete this project even if it had been
22 awarded?

23 A No.

24 [REDACTED]

[REDACTED]

1

[REDACTED]

3

Q How did Company Two not have the resources for a project like the one in Exhibit 10?

4

5

A Company Two not only builds and sells trucks, but they also lease them. And leased trucks need to be maintained. That took the bulk of our manpower, our good manpower.

6

7

8

9

Q So Company Two would lease out the ARFF trucks --

10

A Yes.

11

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25

Q So you're saying Company Two just didn't have enough

1 employees at Company Two at the physical location of
2 the building to complete a project like Exhibit 10?

3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7 A The -- the structure is not big enough. There's no
8 paint shop. There's no -- we don't have the manpower
9 or the tools or the equipment to do this project in the
10 time they wanted.

11 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

4

CROSS-EXAMINATION

5

BY MR. WILSON:

6

17 Q Did Company Two or any of its employees do FOD cleanup
18 on the Hampton Airport runway --

19 A Yes.

20 Q -- during the time you were there?

21 A Yes.

22 Q Okay. And did you --

23 A Yes.

24 Q -- participate in FOD cleanup during the time that you
25 were there?

1 A Yeah.

2 Q Okay. I mean, how often was that done or how was it

3 done?

4 A I, myself --

5 Q Uh-huh (affirmative).

6 A -- when I had to go do a test and I was using the water

7 I always wash the runway. It's -- it's part of the

8 nature of being behind the wheel of that truck and

9 growing up in it.

10 Q Okay.

11 A So I always did that. I always looked for that. What

12 anyone else did, I don't know.

13 Q Did you ever see anyone else do FOD --

14 A No.

15 Q -- cleanup?

16 A I didn't.

17 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

15 Q Okay. How many times do you think you yourself
16 participated in a speed test of an ARFF truck using the
17 Hampton/Varnville Airport runway?

18 A **Maybe 20 times.**

19 Q That would be you physically driving the truck
20 yourself?

21 A **Yes.**

22 Q Okay. How about how many times did you ever witness or
23 see a speed test of an ARFF truck on the
24 Hampton/Varnville runway where you weren't physically
25 driving the truck yourself?

1 **A Many times.**

2 Q How many?

3 **A Many times.**

4 Q More than 50?

5 **A Over the course of eight years? No, I wouldn't say**
6 **that.**

7 Q More than -- more than --

8 **A Less --**

9 Q -- 25?

10 **A Yeah.**

11 Q Okay, so more than 25, less than 50 times you would've
12 seen the test done and then you said you would also
13 have the number of times that you drove the test?

14 **A Yeah.**

15 Q Okay. At any point in time during the times that you
16 were either driving the speed test yourself or that you
17 witnessed the speed test being done, did you ever
18 notice anyone else at the airport, another person, a
19 company, anybody like that? I mean, were there other
20 people out there while the testing was going on?

21 **A Occasionally.**

22 Q And who might that be?

23 **A Random pilots. Maybe people mowing grass, county reps.**

24 Q Okay. So people mowing grass, pilots --

25 **A Uh-huh (affirmative).**

1 Q -- and the last thing you said? I'm sorry, I missed --

2 A That was it. Just like --

3 Q You said --

4 A -- county -- county representatives, you know,
5 occasionally, you'll see a county truck --

6 Q Okay.

7 A -- out there.

8 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20 Q Okay. And so the people that would be mowing would be
21 present at various times while the testing was being
22 done?

23 A Yeah, you pay them no concern.

24 Q Say that one more time. I'm sorry.

25 A I paid them no concern.

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6

Q

Okay. And the same thing with the county

7

representatives where people you said you saw in county

8

trucks, they would be present while the speed testing

9

was being done?

10

A

Yeah, while you're operating.

11

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 airplanes?

2 A I believe it had to be after 2011.

3 Q Okay.

4 A We had a good year. We had some suffering years, but
5 we had a good year. And --

6 Q All right.

7 A -- when good years come, there's more money to spend
8 and there's more outlook on the future.

9 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20 Q Did you ever see him take any steps to actually move
21 into that business area?

22 A Yes.

23 Q What?

24 A He attempted to purchase a building next door in hopes
25 of making it a paint shop.

1 Q Okay.

2 A That didn't work out.

3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 Q Okay. So the vehicle itself and the tires that are on
2 a ARFF vehicle are suitable for operation on an airport
3 runway?

4 A Yes.

5 Q Without causing damage to an airport runway?

6 A No.

7 Q You ever known an ARFF vehicle to cause any damage to
8 an airport runway ever?

9 A No.

10 Q In your opinion can an ARFF vehicle if properly
11 operated cause damage to an airport runway?

12 A No.

13 Q Did you ever see anyone for Company Two operate an ARFF
14 vehicle improperly on the Hampton County Airport
15 runway?

16 A No.

17 Q Did you ever operate an ARFF vehicle improperly on the
18 Hampton County Airport runway?

19 A No.

20 Q Anything you or anyone that you saw or know about do in
21 connection with operation of ARFF trucks on the Hampton
22 Airport runway ever cause any damage to the runway?

23 A No.

24

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9 Q So you don't have any independent knowledge or anything
10 that you've overheard or seen about any agreements or
11 authorizations that -- that Quincy Jones or Company Two
12 might have in connection with Hampton County in any of
13 those areas?

14 A **I wasn't familiar with any of the business relations.**

15 Q Okay. So the speed testing you said you got to run up
16 from zero to 50 miles an hour?

17 A **Yeah.**

18 Q And that's got to be done within a certain time period?

19 A **Yes.**

20 Q What is that?

21 A **It depends on the size of the vehicle.**

22 Q Okay.

23 A **It could be anywhere from 25 seconds up to 40 seconds.**

24 Q And then you got to turn around and go back the other
25 direction and do the same thing, right?

1 **A** **And in that same spot, and then you have to do that**
2 **three times and do an average.**

3 **Q** Okay. All right. So it takes six --

4 **A** **Six passes.**

5 **Q** -- six passes? Okay. And then pump and roll, what was
6 that? I'm not --

7 **A** **That is operating the truck's fire pump while you're**
8 **operating -- while you're driving the vehicle.**

9 **Q** So it's spraying while you're rolling?

10 **A** **Yes.**

11 **Q** Okay. And then laydown patterns would be with the
12 truck stopped and spray and see what kind of patterns
13 or distances you would have?

14 **A** **Yes. So you can determine how -- there's a minimum**
15 **requirement of how close you can be to an airplane to**
16 **the vehicle.**

17 **Q** Okay.

18 **A** **And if your water can get to it then, well, you have**
19 **it.**

20 **Q** Gotcha. And then you said something about a brake
21 component of the testing.

22 **A** **Yes.**

23 **Q** What is that?

24 **A** **That's -- that's the determine that the brakes on the**
25 **right and the left of the vehicle are operating the**

1 **same, so that if a person has to panic stop they don't**
2 **lose control of the vehicle.**

3 Q Flip over or -- is --

4 A **Yes.**

5 Q Okay. All right. So the speed testing and the brake
6 testing was something that had to be done or that was
7 being done on the Hampton/Varnville runway?

8 A **Yes.**

9 Q And then sometimes pump and roll would be done on the
10 runway?

11 A **Yes.**

12 Q And then laydown patterns would be done on other
13 properties behind --

14 A **Wherever you could --**

15 Q -- the building?

16 A **-- find concrete.**

17 Q Okay. It has to be done on concrete?

18 A **And you need 200 plus feet.**

19 Q Okay.

20 A **So, and that'd be 65 feet wide, so that's kind of hard**
21 **to find.**

22 Q All right. So we've got a -- so at times we'd have an
23 ARFF truck on the Hampton/Varnville runway doing a
24 speed test and a brake test, correct?

25 A **Yes.**

1 Q And then sometimes spraying water during a pump and
2 roll?

3 A Yes.

4 Q Sometimes spraying water on laydown patterns?

5 A Yes.

6 Q And then sometimes spraying foam?

7 A Yes.

8 Q Okay. Would any of those activities cause damage to
9 the Hampton/Varnville Airport runway?

10 A Nothing but the foam. An -- an exceptional amount of
11 foam would kill the grass.

12 Q Okay, would it cause damage to the --

13 A Asphalt?

14 Q -- asphalt or the runway itself?

15 A Not at all.

16 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21 Q You said some people test onsite. You said somebody
22 had their own facility?

23 A That company is out of business.

24 Q Okay. What was the name of that company?

25 A Crash Rescue Equipment Services.

1

[REDACTED]

16 Q Okay. And some companies ship their vehicles off site
17 to test?
18 A Yes.
19 Q Who is that?
20 A Fire Trucks Unlimited.
21 Q And where are they located?
22 A Henderson, Nevada.
23 Q Okay. And then, I asked if you knew of anyone else
24 other than Company Two that tests on an airport runway
25 of -- of -- anywhere; do you know that?

1 A No.

2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13 Q Okay. [Coughs.] Excuse me. Do you know if the
14 airport runway was ever closed temporarily or any kind
15 of NOTAM issued or notice issued during the times that
16 you or any of the people that you saw would speed test
17 or otherwise test ARFF trucks on the Hampton/Varnville
18 runway?

19 A You mean to close to pilots?

20 Q Yeah, close to pilots.

21 A No.

22 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

4

Q Okay. All right. So you don't know if any kind of
5 notices were ever issued with regard to pilots while
6 testing, while y'all were testing trucks or utilizing
7 the runway?

8

A No.

9

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 Q Okay. In your experience in the ARFF industry does
7 offsite testing cost a copy more than onsite testing?

8 A Of course.

9 Q Okay, so if you have to take your test or ship -- take
10 your trucks or ship your trucks offsite to test that'll
11 drive up the -- the expense side of a business's
12 operation?

13 A Yeah.

14 Q So if you're bidding on a contract and you have to do
15 that, that'll drive up the amount of expense that the
16 company might have to incur to try to perform a
17 contract?

18 MR. AARON NESS: Object to the form.

19 A Yes.

20 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

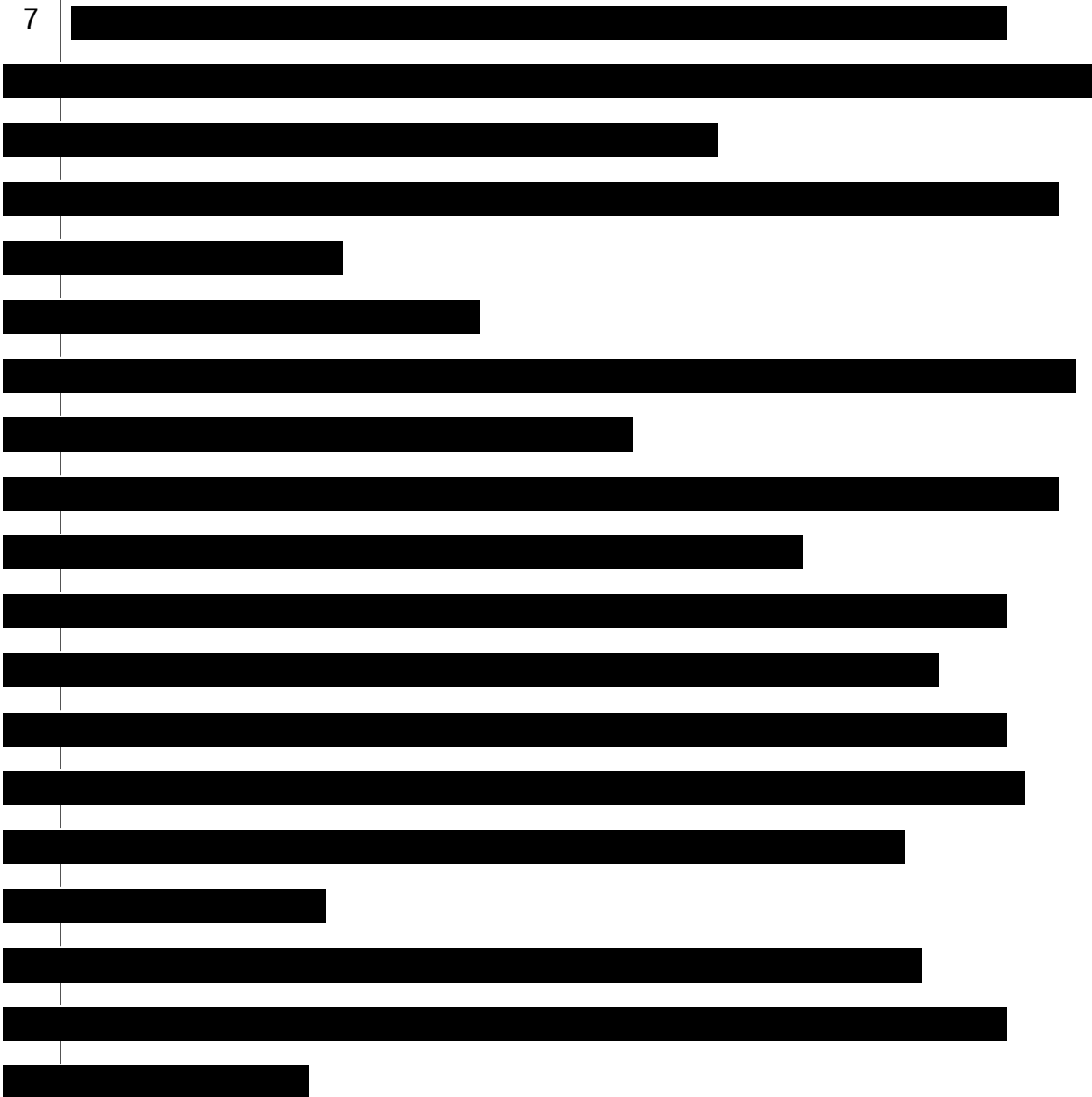
[REDACTED]

1 test them. And that shouldn't have been in the bid for
2 that amount of money. There's other places closer.

3 Q Okay. Where? What's closer?

4 A I don't know. Give me six hours and I'll find one.
5 There's -- there's 3600 feet of runway around somewhere
6 that you could use without going to Ocala.

7



1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8 Q And what were the discussions?

9 A The discussions were that we were removed from the
10 runway because we were doing damage to it and with my
11 extensive ARFF knowledge and everywhere that'd I've
12 been I knew that that was all bogus because the trucks
13 are built for a runway. So --

14 Q Okay.

15 A -- we went to prove that whoever said that was wrong.

16 Q Okay. And --

17 A And we proved that a tractor is much more hurtful on
18 the runway than an ARFF truck.

19 Q Okay. And how --

20 A That's all I know about that.

21 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25 Q Prior to your being instructed not to use the runway to

1 test trucks anymore did you ever see anyone from
2 Hampton County doing any cleanup on the airport runway?

3 **A No.**

4 **Q** You said you saw them cutting the grass, but never on
5 the -- never any work on the runway, correct?

6 **A Correct.**

7 **Q** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

[REDACTED]

24 A Oh, yeah.

25 Q I asked you earlier if you had ever seen anything that

1 you considered damage to the asphalt or to the runway
2 at Hampton Airport from the operations of Company Two.
3 I thought you told me no.

4 **A No.**

5 **Q**Okay, so, pretty -- pretty similar question. When you
6 left in March of 2017 was there any damage to the
7 Hampton County Airport runway that you would attribute
8 to any of the operations of Company Two at the Hampton
9 Airport: testing, spraying, brake testing, anything?

10 **A No.**

11 [REDACTED]

[REDACTED]

[REDACTED]

14 REDIRECT EXAMINATION

15 BY MR. AARON NESS:

16 **Q**Mr. Weinberg, you said that -- you just said that you
17 had never seen any damage. But was the potential there
18 with those ARFF truck machines?

19 **A Yes. The potential is definitely there.**

20 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

STATE OF SOUTH CAROLINA)

COUNTY OF BAMBERG)

CERTIFICATE

Be it known that I took the foregoing deposition
of KEVIN WEINBERG;

That I was then and there a Notary Public in and
for the State of South Carolina-At-Large;

That by virtue thereof I was duly authorized to
administer an oath;

That the witness was by me first duly sworn or
affirmed to testify the truth, the whole truth, and
nothing but the truth, concerning the matter in
controversy aforesaid;

The foregoing transcript represents a true,
accurate and complete transcript of the testimony given
by said deponent after first being duly sworn, at the
time and place aforesaid, to the best of my skill and
ability; said deposition was reported by method of
Stenomask utilizing speech recognition with digital
backup. This transcript may contain quoted material;
said material is transcribed as read or quoted by the
speaker.

I further certify that I am neither employed by
nor related to any of the parties in this matter nor
their counsel; nor do I have any interest, financial or
otherwise, in the outcome of this action.

IN WITNESS WHEREOF I have hereunto set my hand and
seal this 14th day of November, 2018.



Suesan L. Richardson
Professional Court Reporter

Notary in and for the State of South Carolina

My Commission Expires: August 24, 2027

IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

CASE NO.: 2017-CP-25-00170

The Station, Inc. dba Company
Two, Inc.,

Plaintiff,

vs.

Hampton County,

Defendant.

/

VIDEOTAPED

DEPOSITION OF:

ROBERT SHAUB

TAKEN BY:

The Defendant

REPORTED BY:

Kathryn P. Marino,
Registered Merit Reporter
Certified Legal Video Specialist
Certified Reporting Instructor
Certified Program Evaluator
Florida Professional Reporter
Notary Public,
State of Florida at Large

DATE:

April 30, 2021

TIME:

10:35 a.m. - 12:22 p.m.

PLACE:

814 E. Silver Springs Blvd.,
Suite A
Ocala, Florida 34470

**CERTIFIED
TRANSCRIPT**

1 APPEARANCES (VIA ZOOM):
2 J. CHRISTOPHER WILSON, Esquire
3 P.O. Box 1150
4 Bamberg, South Carolina 29003
5 Phone: 803-245-7799
6 chris@wilsonlawgroupsc.com
7 Attorneys for Plaintiff.

8 RICHARD NESS, Esquire
9 AARON NESS, Esquire
10 Ness & Jett
11 P.O. Box 909
12 Bamberg, SC 29003
13 Phone: 803-245-5178
14 richardbness@gmail.com
15 Attorneys for Defendant.

16

17 ALSO PRESENT (VIA ZOOM):

18 Ryan Ligon, Videographer

19

20

21

22

23

24

25

26

27

28

29

30

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS: ROBERT SHAUB	PAGE
DIRECT EXAMINATION	7
BY MR. WILSON	
CROSS-EXAMINATION	59
BY MR. NESS	
REDIRECT EXAMINATION	69
BY MR. WILSON	
RECROSS-EXAMINATION	70
BY MR. NESS	
CERTIFICATE OF OATH	74
REPORTER'S DEPOSITION CERTIFICATE	75
READ & SIGN LETTER	76
ERRATA SHEET	77

E X H I B I T S

	PAGE
NONE	

1 [REDACTED]

2 VIDEOGRAPHER: Okay. We are on the record.

3 The date is April 30th, 2021. The time is
4 10:37 a.m., begin the deposition of Robert Shaub.

5 Will the attorneys present please state their
6 appearances for the record?

7 MR. WILSON: Chris Wilson for the Plaintiff.

8 MR. NESS: Richard Ness and Aaron Ness for
9 the Hampton County Defendant.

10 VIDEOGRAPHER: And pursuant to the COVID-19
11 Emergency Order, this deposition is being held by
12 remote video conference, and do the attorneys agree
13 that the court reporter can swear the witness in
14 remotely?

15 MR. WILSON: Yes.

16 MR. NESS: Yes, sir, we do.

17 VIDEOGRAPHER: Go ahead, Kathy.

18 THE COURT STENOGRAPHER: I would just like to
19 point out that the witness is in the room with me,
20 so I'm swearing him in, in person.

21 Will you raise your right hand, please, sir.

22 Do you solemnly swear or affirm that the
23 testimony you are about to give in this cause will
24 be the truth, the whole truth and nothing but the
25 truth?

1 THE WITNESS: I do.

2 THE COURT STENOGRAPHER: Thank you.

3 THEREUPON,

4 ROBERT SHAUB,

5 having been produced and first duly sworn as a witness,
6 was examined and testified upon his oath as follows:

7 DIRECT EXAMINATION

8 BY MR. WILSON:

9 Q Mr. Shaub, give your full name for the Jury,
10 please.

11 A Robert Shaub.

12 Q And we are taking your deposition by
13 videotape to be able to show a jury in case you are
14 unavailable.

15 I understand you have some out-of-country
16 business travel plans soon?

17 A That's correct.

18 Q Where do you live?

19 A In Ocala, Florida.

20 Q And what do you do there?

21 A I operate my own company.

22 Q And what is your company?

23 A SWG Systems, Incorporated. It is a
24 consulting and supply company.

25 Q Tell the Jury specifically what SWG Systems

1 does in consulting and supply.

2 A On the consulting basis, I work with
3 customers of many different fields within the emergency
4 services. We work with airports. We work with
5 customers doing bid packages. We do -- work with
6 customers doing bid supply, and in any facet that would
7 have to do with any emergency vehicle systems.

8 Q Okay. And those emergency vehicles, does
9 that often entail what's called ARFF trucks, or airport
10 rescue and firefighting trucks?

11 A That's correct. That is the main product
12 that I work with.

13 Q And you said you work with airports?

14 A Yes, we would do -- I would work with
15 training facilities at the airports in the emergency
16 service side. There is the vehicle side, and then
17 there's also the training side of -- do training
18 programs, do training facilities, and emergency
19 vehicles that would be supplied to those and to the
20 airport for emergency operations.

21 Q Okay. So do you work with customers that are
22 looking to purchase emergency services equipment like
23 ARFF trucks, big fire trucks?

24 A Yes, that's correct. I would help -- the
25 customer that is looking for a product, help them find

1 a product or a manufacturer that can supply their need.
2 And I also work with the supplier to help a customer
3 find the vehicle they need, and the specifications they
4 need. Work both sides of --

5 Q Do you help the customers -- (Zoom audio
6 distortion.)

7 A I'm sorry.

8 Q So sometimes you are helping a customer who
9 is looking to purchase ARFF trucks or big fire trucks,
10 and sometimes you are working with a supplier or a
11 seller who is looking to sell ARFF trucks or big fire
12 trucks?

13 A That's correct.

14 Q What type of customers are there out there in
15 the industry that are looking for these type of fire
16 trucks?

17 A On the airport side, it is every airport,
18 actually, in the world. The U.S. and globally.

19 Also, you have industrial facilities that
20 actually use these vehicles as well for their
21 facilities because of their off-road nature of the
22 vehicle, so it is mostly airports.

23 Q Is your work limited to the United States?

24 A No, I do global work.

25 Q How long have you been doing this?

1 A I have been in this business since 1985.

2 **Q Okay. Have you always had your own company?**

3 A I have had my own company since 2000, for 21
4 years.

5 **Q Tell me what you did prior -- tell me what**
6 **you did, or tell the Jury what you did prior to 2000.**

7 A Prior to 2000, I was working with a major
8 manufacturer named Emergency-One or E-One, they went by
9 both names. I was the global sales manager for the
10 airport product line.

11 **Q Okay. And did that entail ARFF trucks?**

12 A That was my main purpose, was all the
13 airports, and the majority of those trucks were ARFF
14 trucks, and some pumpers and aerials.

15 **Q Now, E-One, did they build ARFF trucks and**
16 **manufacture ARFF trucks for sale?**

17 A Yes, sir, that was one of their main product
18 lines.

19 **Q Do you do some work with Company Two also?**

20 A I have, I have done work with Company Two
21 over the years since my own company developed, and I --

22 **Q Now, does Company Two -- does Company Two**
23 **build and manufacture ARFF trucks for resale, or what**
24 **do they do?**

25 A Company Two is what we would call, they do

1 remanufacturing, refurb, depending on the
2 classification, how you would want to classify the
3 vehicle.

4 They do -- they buy -- they broker trucks,
5 they do a lot of different things for the aftermarket
6 industry.

7 **Q My understanding is that companies like E-One**
8 **build ARFF trucks from scratch, they manufacture and**
9 **build them from scratch. And Company Two finds older**
10 **used ARFF trucks and refurbishes them, or what you call**
11 **remanufactures them for sale?**

12 A That's correct. E-One is an OEM, considered
13 an original equipment manufacturer, where unlike
14 Company Two, which is a supplier of the used, or
15 remanufactured vehicles.

16 **Q What is an ARFF truck generally?**

17 A It is a vehicle that is specifically built,
18 purpose built, if you will, for airport operations and
19 emergency services at an airport, and actually required
20 by the FAA to have on an airport, otherwise the airport
21 would lose its certification and would no longer be
22 able to take flights without emergency service
23 protection.

24 **Q As compared to -- let me back up. I'll come**
25 **back to that.**

1 A Sure.

2 Q So you said you worked with E-One as their
3 global ARFF sales manager?

4 A That's correct.

5 Q During that time, how many ARFF trucks were
6 you involved with on the sale or bids for ARFF trucks?

7 A I would venture that it would be -- actual
8 successful or total?

9 Q Total.

10 A Total, probably 1500 or so, 15 to 2,000
11 trucks, of bid processes.

12 Q Okay. And during those times with E-One,
13 were you representing or were you working for the
14 supplier/seller or the customer/buyer?

15 A I was the supplier. E-One is the supplier,
16 for new apparatus.

17 Q Since that time, since you started your own
18 company with SWG, have you been involved with customers
19 or buyers of these ARFF trucks, these big fire trucks?

20 A Yes, I have. I have worked with quite a few
21 different manu -- or different suppliers to go out and
22 try to find a comparable used secondhand truck to
23 supply their need.

24 Q Okay. Can you estimate how many trucks
25 you've been involved in on the purchase side?

1 A On the purchase side, probably, probably --
2 probably 20, 25 trucks. On the secondhand -- on the
3 secondhand market.

4 **Q All right. And in some of these**
5 **transactions, were they single truck sales where just**
6 **one truck was being sold or bought --**

7 A That's correct.

8 **Q -- and some of these other transactions may**
9 **have been multiple trucks?**

10 A That's correct. They were anywhere from one
11 truck to multiple trucks, ten trucks, 15 trucks. These
12 different -- again, what the customer needs, or the
13 country, because internationally the country would buy
14 trucks for multiple airports.

15 **Q Okay. Have you been involved in the bidding**
16 **process of -- concerning the buying and selling of ARFF**
17 **trucks?**

18 A Yes, I have.

19 **Q And how long have you been doing that?**

20 A From the -- on the bidding side, I would have
21 been under the SWG company for 21 years.

22 **Q Okay. And were you involved in the bidding**
23 **process with E-One also?**

24 A No. I was only -- well, the bidding process,
25 but as a supplier, not as the purchaser.

1 **Q Okay. Are you a member of any -- or formally**
2 **a member of any kind of organizations involving the**
3 **bidding process or the purchase or sale of ARFF trucks?**

4 **A No organization as far as that, but**
5 **regulatory agencies such as FAA, I was on the FAA**
6 **advisory board. I was on the NFPA directors. I was a**
7 **director of NFPA 414, which is the advisory for ARFF**
8 **vehicles. I was involved with the AAAE, which is an**
9 **airport executive organization. I was a member there.**
10 **I was also involved with ICAO, which is the**
11 **International Civil Aviation Organization. All of**
12 **these are organizations is what I have been involved**
13 **with since my time doing these products.**

14 **Q Okay. You went out on me for a second. You**
15 **said something about the FAA review board I think is**
16 **what you said?**

17 **A Yes. During the review of FAA standards, FAA**
18 **would solicit for the OEMs to sit in. They would have**
19 **their representative that they felt was qualified to**
20 **answer FAA questions and performances and standards,**
21 **and we would review what they call the FAA advisory**
22 **circulars, which is the regulatory requirement for how**
23 **you would manufacture an ARFF vehicle, so I would sit**
24 **in on that board as a representative of E-One, as an**
25 **OEM representative.**

1 **Q So when you say "OEM," you're talking**
2 **about --**

3 A Original.

4 **Q When you say "OEM," you are talking about**
5 **newly manufactured?**

6 A Correct. New manufacture, new standards, and
7 these become regulatory that are required by every
8 vehicle manufacturer or refurb people to follow in
9 order to put a vehicle on an airport.

10 **Q Okay. And then you mentioned something about**
11 **the American Association of Airport Executives?**

12 A Yes. That is the --

13 **Q What is your involvement with that?**

14 A I was a member of that, and also involved
15 with the review and presentations for them globally,
16 internationally. I represented them in conferences and
17 meetings around the world to, again, speak on the ARFF
18 vehicle product, and how it applies to their airports
19 and the standards, and the new standards that are
20 coming out, both on FAA and NFPA.

21 **Q Okay. And then what was the NFPA again?**

22 A The NFPA is the National Fire Protection
23 Agency, and they are the regulatory -- recommended
24 regulatory firefighting standards for -- globally.
25 They are recognized in probably more than 90 percent of

1 the countries around the world. That is sort of the
2 standard, and even in recent years the FAA has adopted
3 their standards to represent their standards, so it is
4 something that has become the standard of the industry
5 for all firefighting vehicles, as well as the ARFF
6 product line.

7 **Q So the NFPA sounds like it would kind of be**
8 **the global worldwide standard when it came to**
9 **firefighting equipment, specifically ARFF trucks?**

10 A That's correct. The FAA --

11 **Q Were you --**

12 A -- yeah, the FAA standard was for the United
13 States, and the NFPA is the global standard, and I was
14 on that board for many years, one of the directors.

15 **Q Okay. That was my question, is if you were**
16 **on the board.**

17 A Yeah, yeah.

18 **Q Do you know how ARFF trucks are manufactured**
19 **and built?**

20 A Yes, sir. I manufactured --

21 Q Do you know -- ever -- (Zoom audio
22 distortion.)

23 A I'm sorry, you broke up.

24 **Q Let's go off of the record -- go off of the**
25 **record for just a moment, please.**

1 VIDEOGRAPHER: We are off the record, the
2 time is 10:50 a.m.

3 (Whereupon, an off-the-record discussion was
4 held.)

5 VIDEOGRAPHER: We are back on the record.
6 The time is 10:51 a.m.

7 BY MR. WILSON:

8 Q All right. Mr. Shaub, we were having a
9 little bit of video difficulty. We went off the record
10 a moment ago.

11 I think my question was: Do you know how
12 ARFF fire trucks are manufactured or built?

13 A Yes. I was involved --

14 Q And do you have --

15 A I'm sorry.

16 Part of my career at E-One was I manufactured
17 them myself on the line, as well as -- and progressed
18 into the sales. That's how I know more about the
19 manufacturing of vehicles.

20 Q Do you know and have experience in how ARFF
21 trucks are intended to be used?

22 A Yes. They are to be used, ARFF vehicles are
23 specifically purpose-built for airport operations for
24 emergency services. They are used to protect the --
25 the airport operations, which is required by each

1 airport to have that emergency services, to be a
2 certificated airport.

3 **Q And do you have experience in operating ARFF**
4 **trucks or vehicles?**

5 A Yes, I do, I have operated --

6 **Q Do you have -- and do you have experience in**
7 **buying and selling ARFF trucks and vehicles?**

8 A Yes.

9 MR. WILSON: At this time we are going to
10 submit Mr. Shaub as an expert in the area of
11 airport rescue and firefighting trucks, also known
12 as ARFF trucks, and in the process of buying and
13 selling, including bidding ARFF trucks --

14 MR. NESS: No --

15 MR. WILSON: Mr. Shaub -- I'm sorry. I'm
16 sorry.

17 MR. NESS: No objection.

18 MR. WILSON: Thank you.

19 BY MR. WILSON:

20 **Q Mr. Shaub, we've talked a little bit, and**
21 **you've answered the questions, but are ARFF trucks, you**
22 **said they are intended to be operable at airports and**
23 **industrial sites?**

24 A The ARFF vehicles, specifically ARFF vehicles
25 are to be operated on an airport. They have been

1 utilized on industrial facilities, yes.

2 **Q Tell the Jury generally what the difference**
3 **between an ARFF truck and a regular fire truck we'd see**
4 **driving down the road within the city or the county.**

5 A The ARFF vehicles are what they -- they are
6 used specifically and designed specifically to operate
7 on the runways, the off-road operations of the airport,
8 whether it be on road or off road, over through hills,
9 through countryside, and able to get to an aircraft
10 incident that may happen.

11 That's what they're designed for, and with
12 that design they have specific requirements, again, as
13 we spoke about in the advisory circulars, the FAA
14 advisory circulars, that is the standard in which they
15 have to be designed and be tested to in order to be
16 what they would call a certificated compliant vehicle
17 to be operated and utilized on an airport operation.

18 **Q These are the fire trucks you see that have**
19 **the really, really big tires?**

20 A Correct. They have the big tires, and for
21 off-road -- again, off-road use and access to the -- an
22 airport incident.

23 They are considered also --

24 **Q Are ARFF trucks --**

25 A I'm sorry.

1 They've also been categorized as a crash
2 truck. In the past, people have called them crash
3 trucks, and that's -- that was until they did not like
4 the name crash trucks, they changed it to ARFF vehicles
5 throughout the years.

6 **Q Understand.**

7 **Are ARFF trucks built for operation and use**
8 **on airport runways?**

9 A Yes, sir, of course they are. That is part
10 of their requirement. Part of the requirement annually
11 by an FAA cert officer is to do their certification
12 testing to make sure that their emergency vehicles are
13 up to standards, and -- for the airport operations, and
14 one of those is to sound an alarm by the airport's FAA
15 cert officer sounds an alarm, and the airport has three
16 minutes to get to the end of the furthest runway in
17 some cases, and in some cases on the middle of the
18 furthest runway, and operate their turrets and chemical
19 agents to show that the airport is running. That is on
20 the runway, taxiway, whatever means they have to do to
21 get to the center point of that runway or to the end of
22 that runway, depending on where their airport is
23 located.

24 **Q Okay. Have you ever seen, in your**
25 **experience, an ARFF truck do damage to an airport**

1 **runway?**

2 A No, sir. They are designed not to do that.
3 You spoke of the large tire, that's part of the
4 requirement. They have a large surface area which
5 keeps the weight per inch, square inch, down to a
6 minimum, so that you don't have that kind of
7 operations, or the impact on a runway, off road,
8 wherever they may go on an airport.

9 Q Okay. Now, you mentioned about
10 certifications and testing, I think, a moment ago. Do
11 ARFF vehicles have to pass any kind of certifications
12 or testing prior to being allowed to be used on an
13 airport or in connection with an airport?

14 A Yes, there is different types of testing that
15 is required. When you are purchasing a vehicle, there
16 is a manufacturer's requirement, which is what we spoke
17 of, the FAA advisory circular. That is a
18 manufacturer's requirement. It is only required by the
19 manufacturer or the remanufacturer to explain what each
20 truck has to do in order to be a compliant vehicle to
21 put on a certificated airport, in order to do that
22 annual test by the FAA.

23 Q Okay. Is there something called speed
24 testing?

25 A Yes. There is -- there's many tests that are

1 required. There's prototype testing, production
2 testing and retesting based on changes, and part of
3 those testings are what they call an acceleration test,
4 which is a zero to 50 speed test, and you have to do
5 it -- depending on the size of the vehicle, whether
6 it's a class one through class five vehicle, there is a
7 speed requirement. Some are zero to 50 in 25 seconds,
8 some are zero to 50 in 50 seconds, so there is a lot of
9 different changes based on the size of the vehicle.

10 Speed testing, dynamic stability testing,
11 tilt table testing, pump testing, braking testing, all
12 of those are require -- a few of the ones that are
13 required in order for that vehicle to be used on a
14 certificated airport.

15 **Q Okay. I want to focus on the speed testing,**
16 **Mr. Shaub, right now.**

17 **A Yes.**

18 **Q Tell the Jury again what the speed testing**
19 **consists of --**

20 **A A speed --**

21 **Q -- and why it's done.**

22 **A The speed testing is a zero to 50 test, and**
23 **we require enough space and length in order for that**
24 **vehicle to get up to the speed it has to get up to. It**
25 **has a zero to 50 in one direction, and then you turn**

1 around and go back the other direction. It is actually
2 time wise it --

3 **Q Do you --**

4 **A Go ahead.**

5 **Q That's okay.**

6 **You're saying zero to 50, you're talking**
7 **about the truck has to start at zero, a dead stop, and**
8 **get up to 50 miles per hour?**

9 **A Correct. That is correct.**

10 **Zero to 50 miles an hour from a dead stop,**
11 **and then turn around and do it in the opposite**
12 **direction. And then you take an average of that speed,**
13 **and that is the test results.**

14 **Q And that test has to fall within a certain**
15 **time of getting up to zero to 50 to pass the test?**

16 **A That's correct. Depending on the class of**
17 **vehicle, it could be zero to 50 in 25 seconds up to**
18 **zero to 50 in 50 seconds, depending on the class of**
19 **vehicle.**

20 **Q Okay. And is that -- who is that test**
21 **required by?**

22 **A The FAA, and it is an FAA -- an AC**
23 **requirement, it's regulatory requirement for building**
24 **of that vehicle, or testing and recertifying of that**
25 **vehicle.**

1 Q So whether it's a new vehicle or a
2 remanufactured or refurbished vehicle, the vehicle has
3 to pass that speed test for FAA requirements?

4 A That is correct.

5 Every new vehicle has to go through it as a
6 prototype. That is a minimum requirement.

7 As a remanufactured vehicle, if there's any
8 changes to that vehicle, it has to be redone, so it's
9 not -- you don't have to do every vehicle, but you do
10 have to do any vehicle that you've made changes to that
11 vehicle, and in most cases that is a requirement,
12 because when you do trucks and change them, you do have
13 to redo it.

14 Q Sure.

15 All right. I'm having a little bit more
16 video trouble. Let's go off of the record again for a
17 moment again, Mr. Shaub, just to make sure we're okay.
18 And we'll come back on in just a second.

19 Okay?

20 A Okay.

21 VIDEOGRAPHER: We're off the record, the time
22 is 11 o'clock a.m.

23 (Whereupon, an off-the-record discussion was
24 held.)

25 VIDEOGRAPHER: We are back on the record.

1 The time is 11:01 a.m.

2 BY MR. WILSON:

3 **Q Mr. Shaub, we were talking about speed**
4 **testing a moment ago.**

5 **What is needed to conduct a speed test? I**
6 **mean, are these done on straight -- straightaways,**
7 **curves, (Zoom audio distortion) what -- what's the**
8 **ideal -- in relation to the --**

9 A Yeah. The ideal is a straightaway, which is
10 what's required. And the FAA requires that you do it
11 on the runway. They have to do it that way because it
12 is a flat surface, and then they do it the other
13 direction in case there is not -- if there is an
14 incline or a decline, they take the average.

15 So having the safe environment of a runway or
16 a taxiway, anywhere that has the distance to do that
17 test, is the safest way to do that test. It is not
18 logical, really, to do it on the street, unless you
19 have a test facility that would actually allow you, but
20 most zero to 50s are done on a taxiway or a runway or
21 somewhere like that.

22 In my years at E-One, we had a -- here in
23 Ocala, we used to utilize the airport runway or the
24 airport taxiway with the City of Ocala, and that was
25 done again in agreement with them and in cooperation

1 with them for that operation --

2 **Q Okay.**

3 A -- all the other tests were done at a test
4 facility.

5 **Q Okay. So long straightaway as level as**
6 **possible is what you're looking for to run this test;**
7 **am I understanding that correctly?**

8 A Correct. As level as possible.

9 **Q And what is the length that is normally**
10 **required to get one of these ARFF trucks up to 50 miles**
11 **an hour?**

12 A You would use probably, I would guess
13 probably at least 5,000 feet. Again, it depends on the
14 class of vehicle. The vehicle -- the larger the
15 vehicle, the slower it is and things like that. You
16 need anywhere from probably 2,000 on the smaller
17 vehicles to 5,000 on larger vehicles, so it's a safe
18 operation that way. Gives you time to stop and
19 everything else.

20 **Q How many suppliers of these ARFF trucks are**
21 **there in the United States?**

22 A There would be, probably four, four OEMs.
23 They are considered the four major OEMs in the country,
24 and those would be E-One --

25 **Q And who would they be?**

1 A E-One, Rosenbauer, Oshkosh and Colet. The
2 three of those --

3 **Q E-One?**

4 A E-One, Rosenbauer and Oshkosh, those are the
5 three majors, and then also Colet builds some vehicles.

6 **Q Okay.**

7 A They are considered --

8 **Q And how about remanufacturers?**

9 A There's probably -- there's three that I know
10 of that are what I would call reputable, and those
11 would be the Quincy's -- or Company Two, Firetrucks
12 Unlimited, and probably Brindlee Mountain, those are
13 the three noted high-quality remanufactures in the
14 United States.

15 **Q Okay. And you said Brindle Mountain?**

16 A Brindlee Mountain, B-R-I-N-D-L-E-E Mountain,
17 and they are located in Alabama. Firetrucks Unlimited
18 is located in Las Vegas, and Quincy --

19 **Q What is -- what is Company Two's reputation**
20 **in the industry?**

21 A They actually have been the leader in the
22 ARFF side for many years, ever since the company has
23 started. There was a company prior to him called Crash
24 Rescue Services which was in Dallas, and they closed
25 down years ago. They sold the company.

1 And once they left, there was a void, and
2 then Quincy's and Company Two took -- filled that void
3 for many, many years until other companies like
4 Brindlee Mountain and Firetrucks Unlimited came on the
5 scene. So they were the leader, and really for many
6 years the only supplier of that.

7 **Q Are they still considered to be a leader in**
8 **the industry?**

9 A Yes, they are.

10 **Q I mean, is -- it sounds like this is a pretty**
11 **highly competitive industry; would that be correct?**

12 A It's very competitive, yes.

13 **Q So you said you had some experience with**
14 **E-One, back when you were working with them, of speed**
15 **testing these ARFF trucks on the Ocala Airport runway?**

16 A That is correct.

17 **Q Did I understand that correctly?**

18 A That is correct.

19 I had -- when I was being the ARFF sales
20 manager, I had set up an arrangement with the City of
21 Ocala at that time that we would have some cooperative
22 agreements, verbal cooperative agreements that we would
23 do things, and then we would supply them a free ARFF
24 vehicle to use -- utilize on their airport. At that
25 time they did not have an ARFF vehicle, and we used one

1 of our demo units to let them use that truck. And that
2 was really our agreement, that we would have -- they
3 would have use of the vehicle, and we would have use of
4 the runway as needed and prearranged.

5 **Q Okay. I understand.**

6 **Now, do all of the manufacturers, be it the**
7 **new ones, the OEMS, Oshkosh, Colet, E-One and**
8 **Rosenbauer, or Company Two, Brindlee Mountain,**
9 **Firetrucks Unlimited, the refurbishment guys, do all of**
10 **them use airport runways to speed test fire trucks, or**
11 **do some of them have their own facility? Or how is**
12 **that done?**

13 **A Well, most OEMs have their own facility, but**
14 **very few of them have a stretch long enough to do**
15 **the acceleration -- what they call the acceleration**
16 **test.**

17 **All of the other tests are short run tests,**
18 **or they're long -- you know, a mile's worth of running,**
19 **but as far as the acceleration test, most of them**
20 **utilize some agreement locally with a straightaway,**
21 **like we talked about like the runway or a taxiway to**
22 **have that for that brief moment of time in order to do**
23 **that test, but -- because most people don't have a**
24 **straightaway that's long enough to do that on their**
25 **facility.**

1 **Q Did I understand you to say E-One did their**
2 **testing on the Ocala Airport taxpayer runway?**

3 A That's correct.

4 **Q How does Oshkosh do it?**

5 A I understand -- I have not seen it personally
6 myself, but I understand they have some agreements with
7 Appleton Airport as well. They do a lot of testing on
8 their airport as well, along with other facilities
9 around their area.

10 **Q And have you been involved with customers on**
11 **the purchase side who were buying or looking to buy**
12 **ARFF vehicles through Oshkosh?**

13 A Yes, I have.

14 **Q And so you would have had experience with**
15 **those -- did you have experience, or what experience**
16 **did you have with Oshkosh and how they were set up to**
17 **test vehicles, certify vehicles and sell vehicles to**
18 **these customers you represent?**

19 A Yeah. Oshkosh, being as an OEM, they had
20 their -- they're set up for all of their testing. They
21 actually have on-site testing, and then they would
22 have, again, wherever they had to go to get that test,
23 whether it be the airport or wherever they had to go to
24 get that particular test done, I'm sure -- I never
25 witnessed it myself, but I also -- I know they do that

1 agreement with them. I've had customers that said they
2 have done it there, because they have actually
3 witnessed, I guess, the fly-in, you know, the Oshkosh
4 fly-in, so they've done it during that period of time
5 and such, so again, that is by word of mouth from other
6 customers, so...

7 **Q I understand.**

8 **If a manufacturer or refurbisher doesn't have**
9 **an agreement with an airport or some other operation to**
10 **use a long straightaway, a runway, a taxiway, a long**
11 **stretch for testing, for this acceleration test, what**
12 **other options are available to them?**

13 A The only other option they have is to do it
14 on the road, which is, in everybody's opinion, unsafe,
15 because there's people, there's cars. You can't shut
16 down a stretch of highway just to do that test, so
17 that's really their only option if they don't have that
18 kind of straightaway to enable to do it --

19 Q I guess as an option -- (Zoom audio
20 distortion.)

21 A Say it again.

22 **Q I guess there would be the option of building**
23 **it?**

24 A That would be correct. They would have to
25 build a straightaway long enough to do that.

1 **Q Do you know the cost or the expense involved**
2 **in doing that?**

3 A I would imagine -- I don't know the
4 particular cost, but I would imagine it's quite
5 extensive based on the locations, where they would been
6 doing it, and their processes and costs. I have never
7 been involved in building a straightaway, so...

8 **Q I understand.**

9 **Have you -- have you ever been on the supply**
10 **side where you were representing the seller, and have**
11 **completed or, or consummated sale of an ARFF vehicle to**
12 **an airport itself, directly to the airport?**

13 A Yes, I have. I have --

14 **Q How many times in your career?**

15 A In my career, again -- on the OEM side, the
16 E-One side, you know, a thousand, 1500. On the private
17 side, on the company side, SWG side, probably in the
18 neighborhood of probably 15 different operations in the
19 last 21 years.

20 **Q When one of --**

21 **When one of these airports purchases an ARFF**
22 **truck, what do they do after they purchase it from you?**

23 A Well --

24 **Q Do they test it themselves in any way?**

25 A No. The only -- the only test that's

1 required by the airport, the customer, is the, what
2 they call the Part 139 FAA certification test, which is
3 where the cert officer comes in once a year and
4 inspects the airport, and it's -- and Part 139 is an
5 airport operations requirement that the airport has to
6 comply with that three-minute being in the center of
7 the furthest runway, shooting agent in less than three
8 minutes. That is what the airport is required to do.

9 Unlike the manufacturer of the ARFF vehicle
10 has to do the testing of the advisory circulars, which
11 requires all the speed tests, braking tests, the actual
12 manufacturing of that vehicle.

13 And when a customer comes in to do their
14 inspection, they would actually want to see that truck
15 and witness all of those tests as well.

16 **Q Yeah. What I'm asking is, when you have been**
17 **involved in the sale of these ARFF trucks to airports**
18 **and the truck is delivered to the airport customer,**
19 **have you ever seen the customer do any kind of testing**
20 **on their own, like you would test drive a vehicle at**
21 **the car lot? Have you ever seen that --**

22 **A Yes.**

23 **Q -- occur as part of your sales transaction?**

24 **A That's correct. When they come and do their**
25 **final inspection, they -- a lot of times in their bid**

1 package, it's required that they witness testing,
2 whether they do it themselves or they have the
3 manufacturer that is supplying the vehicle, they do
4 that testing and they have to have it on -- witness
5 that test to make sure that it is compliant with their
6 specifications and all of their testing requirements.

7 **Q And does that type of testing for these**
8 **airport customers also include the acceleration or the**
9 **speed test?**

10 A Most all of them want to see that
11 acceleration test, the speed test.

12 **Q And for these airport customers that you have**
13 **had experience with in the past, where is that testing**
14 **done?**

15 A As -- most of the ones that we do, again, in
16 Ocala here, that is one I can say firsthand we have
17 done it in Ocala, at the runway or taxiway, is when
18 they want to see the acceleration test.

19 **Q Is the Ocala Airport -- have you ever been to**
20 **the Hampton County -- Hampton Varnville Airport?**

21 A I have been up to Company Two's facility,
22 which is right next to the airport, yes. I haven't
23 been on the vehicle -- on an airport other than a
24 meeting I've attended, that was it. Not on the runway
25 or nothing like that.

1 **Q Is the City of Ocala's airport smaller or**
2 **bigger than Hampton's airport?**

3 **A It's larger. It's actually classified as an**
4 **Index A airport, which is a certificated airport for**
5 **passenger use.**

6 **Q Okay. Mr. Shaub, you mentioned the word**
7 **"on-site testing" a moment ago. What do you mean by**
8 **that?**

9 **A On-site testing, a lot of customers, when**
10 **they have their bid packages, and for final acceptance**
11 **of the vehicle, they come to the manufacturer's**
12 **facility, and then they have a list of tests they want**
13 **to do on the truck, and they typically ask for them to**
14 **be done at their facility, so if there is anything that**
15 **goes wrong, they can quickly repair it, update it,**
16 **whatever -- make adjustments, whatever has to be done,**
17 **and then go back and do it again until they verify that**
18 **all of the testing has been complete. And that is all**
19 **done out of a facility, either by the OEM or by a**
20 **remanufacturer.**

21 **Q Does on-site testing mean that the -- either**
22 **the OEM manufacturer, or the refurbisher like Company**
23 **Two have a testing site that's located on their**
24 **property, or adjacent to their property?**

25 **A Yes. That is their desire to do it right**

1 there on-site. That is what the "on-site" word would
2 mean, to be able to test that vehicle at their
3 facility.

4 Q Okay. Let me ask the question a different
5 way.

6 What does on-site testing mean with respect
7 to the location of the testing as it pertains to the
8 area where the manufacturer, the OEM new manufacturer
9 or the refurbisher like Company Two operates, what does
10 on-site testing mean in connection with that?

11 A I'm not understanding exactly what you are
12 asking, because E-One, they have a full -- full test
13 facility. Oshkosh has a full test facility.
14 Rosenbauer has a full test facility. Company Two has
15 all of the -- the test areas that they have comply with
16 what's required of a remanufactured vehicle, unlike --

17 Q Now, what -- what my question is, is this:
18 With respect to location, when you say "on-site
19 testing," what does that mean with respect to the
20 proximity of the testing location to the location that
21 the manufacturer, where their plant is located or where
22 the refurbisher like Company Two, where their building
23 or plant is located, what does "on-site testing" mean?

24 A "On-site" is basically the word, it's on-site
25 at that facility, where the truck was remanufactured or

1 manufactured, or in the near vicinity of that facility
2 where it can be done in close proximity, within --
3 within range to be able to bring the truck back and
4 make adjustments, do whatever they have to do, and then
5 retest.

6 **Q Why is on-site testing important to a company**
7 **like -- a refurbisher like Company Two?**

8 A Well, cost is probably the biggest one,
9 because you're able to do it on your facility and not
10 have to go out. When manufacturers have to go out of
11 their facility to do that testing, it gets very costly.
12 If they have to ship -- I was recently involved with
13 some testing that the truck had to be shipped nine
14 hours away. It was very costly just to do that, just
15 to do -- it actually was about a 30-minute test, and it
16 cost them thousands and thousands of dollars to have
17 that test done because they could not do it on their
18 facility.

19 So the cost would be the number one --

20 **Q Have you done any work with Company Two?**

21 A Yes, I have.

22 **Q I'm sorry. Mr. Shaub -- let me reask the**
23 **question. There was a little feedback.**

24 **Do you do any work with Company Two and**
25 **Quincy Jones?**

1 A I have in the past, yes.

2 **Q And how -- and what type of work do you do**
3 **with Company Two and Quincy Jones?**

4 A I have done consulting work for him to help
5 him with bid packages. I have helped him with finding
6 customers for purchases of his vehicles. And some of
7 the things internally to go over some of the equipment
8 and operations of the truck, so...

9 **Q Have you ever done consulting work with**
10 **Company Two on -- in addition to trucks, on part sales,**
11 **bid packages, and things like that?**

12 A That's correct. I would prepare -- I've been
13 contacted by Company Two to do bid packages. He would
14 get a proposal to supply vehicles, either one vehicle
15 or multiple vehicles, and he would ask me to go through
16 the package and prepare -- go through and review it and
17 make sure everything's there, prepare the bid package
18 and -- for that particular customer.

19 **Q Okay. How long have you been doing**
20 **consulting work with Company Two?**

21 A Probably the last 15 years.

22 **Q Okay. Have you ever been involved in Company**
23 **Two in your consulting work that consummated in the**
24 **sale of ARFF trucks to any customers?**

25 A Yes, sir. We had a bid, I believe it was for

1 three trucks for the Solomon Islands, and we did that
2 package, and he was successful on that bid, and we -- I
3 prepared that bid for him and went through the entire
4 process with the customer to facilitate that whole
5 project.

6 **Q** Okay. Mr. Shaub, in your past experience,
7 when you've observed, seen or participated in speed
8 testing or acceleration testing of these ARFF trucks on
9 an airport runway, are you familiar with what type of
10 processes are put in place with the airport so that
11 that could be done safely?

12 **A** The processes that we would -- again, I can
13 give you my experience. What we did in Ocala was we
14 would contact the tower. The tower would say, Okay, we
15 have this time available. We would go over there, pull
16 up, get the truck staged.

17 They would shut down the runway for the
18 period of time. We would go up there, pull up on the
19 runway at a complete stop, do the acceleration test.
20 Turn around, go back the other way, or do it on the
21 taxiway, the opposite direction so that he didn't have
22 to turn around, and then we would get off the runway or
23 taxiway and be complete. And that probably took all of
24 maybe five minutes.

25 **Q** Okay. And I mean, is this testing something

1 that has to go on multiple times throughout the day, or
2 is it -- how sporadic is it?

3 A It's very sporadic. It could -- you could
4 have -- depending on how many trucks you have in the
5 process, again, as a major manufacturer they have a lot
6 more trucks in process, but you could have one truck,
7 you could have three or four trucks you run back to
8 back. But most likely you have one truck, and maybe
9 once a week, or once every two weeks. It's not an
10 everyday occurrence.

11 Q Okay. Now, do you know anything about Quincy
12 Jones' agreements or past agreements or negotiations
13 with Hampton County or the Hampton Varnville Airport?

14 A No, sir. All I know --

15 Q Were you involved --

16 A Go ahead.

17 Q I was just going to say: Were you involved
18 in or participate in any of his negotiations or
19 agreements with the Hampton Varnville Airport or
20 Hampton County?

21 A No.

22 Q Have you ever known Company Two to speed test
23 or accelerate test ARFF trucks on the Hampton Varnville
24 Airport?

25 A Over the years, he had, yes. It was only

1 until recent that -- they're not able to do that.

2 Q Okay. I want to go back and talk about the
3 bid process.

4 If a customer is trying to buy, or a seller
5 is trying to sell, I guess it's maybe a customer
6 looking to buy a number of trucks, how does that
7 normally go when they put out a bid, or put out a
8 request for bids?

9 A They would --

10 Q Tell us.

11 A Yeah. In my experience, being in the
12 industries for a long period of time, I get a lot of
13 inquiries from customers that say: Hey, where can I
14 find a truck? Where can I send a bid package? You
15 know, who would you recommend we send bid packages to
16 that are qualified to do what we have?

17 So in that case with the customer, in this
18 case, I would give three vendors for refurb. I would
19 give Company Two, Firetrucks Unlimited and Brindlee
20 Mountain as three qualified vendors that they could
21 send a bid package to.

22 Then they would submit a request for quote or
23 request for bid, and they would send that to that --
24 that remanufacturer, and then they would decide how
25 they were going to handle it.

1 **Q And what goes into submitting a bid,**
2 **generally?**

3 A When you submit a bid, the bid
4 specifications, it usually comes out with what we call
5 a boilerplate, and it has a lot of the individual
6 requirements of that particular project. Then it goes
7 into the specifications of what they want on that
8 truck, how they want it to operate, and then it follows
9 up with the FAA -- usually the FAA advisory circuit
10 that says: This is the standard by which you have to
11 remanufacture, and do that, and then you have your
12 testing requirements, and then warranties and stuff
13 like that, and final delivery and training at the
14 airport facility of the destination of that vehicle.

15 **Q Okay. So is it fair to say if a customer was**
16 **in the market to be looking for ARFF trucks, they would**
17 **submit a request for bid proposals, and then suppliers**
18 **who may be able to supply those trucks would submit**
19 **bids to be able to supply those trucks?**

20 A That's correct.

21 **Q And have you been involved in the bid process**
22 **on the customer side, the purchase side?**

23 A Yes, sir --

24

25 THE WITNESS: Yes, on the supply -- on the

1 customer side, yes, I have been.

2 Then I've also been on the supplier's side to
3 prepare that bid.

4 BY MR. WILSON:

5 Q Okay. Let's talk -- I want to talk to you
6 about a bid I believe you were involved with, with
7 Company Two that involved a Pacific Aviation
8 Investment.

9 Are you familiar with that?

10 A Yes, sir. I prepared that --

11 Q How were you involved with that bid?

12 A Quincy, when he got that request, he called
13 me and he asked if I would be willing to consult with
14 him to prepare and review that bid, because it was a
15 large -- it was ten trucks, and he asked me to come and
16 consult with him to do that, prepare the bid, and get
17 it ready for preparation and submittal to the customer.

18 And part of that is to go to the --

19 Q Would you --

20 A I'm sorry, go ahead.

21 Q That's okay.

22 A I was saying, part of that is to review the
23 bid, review the requirements and consult with him on
24 what he can do, what he can't do, things like that to
25 make sure that we are compliant with the bid package.

1 **Q Okay. This bid, what was the name of this**
2 **bid, or who did this bid involve?**

3 **A The bid was funded by the World Bank, and it**
4 **was for the South Pacific for many -- it was, ten**
5 **trucks would be spread out through the South Pacific**
6 **for the -- it was an improvement program that the World**
7 **Bank was paying for.**

8 **Q Okay. And was this something that you had**
9 **heard of or knew about before Quincy contacted you, or**
10 **is that the first you had heard of it?**

11 **A No, I had heard that it was a package that**
12 **was going to be coming out to the bidders, and wanted**
13 **to make sure that everybody got one. And then when we**
14 **discussed it, and when Quincy received it is when he**
15 **give me the call and said, Hey, I got this package that**
16 **we thought was out there, and that is when we -- you**
17 **know, he asked me if I would consult with him to**
18 **prepare that bid package.**

19 **Q Do you know about how long you'd been keeping**
20 **your eye on -- how long you'd been kind of watching**
21 **that?**

22 **A That was a long process, that was probably a**
23 **couple of years. And knowing that that project was**
24 **coming out, it was a long process for the World Bank to**
25 **get all of that together, but we --**

1 **Q Ten trucks -- is ten trucks a big -- is that**
2 **a big contract, is that a big deal?**

3 **A That's a huge deal for -- for even an OEM**
4 **that's a big deal, but for a remanufactured project you**
5 **just don't see those. You see onesy-twosies, if you're**
6 **lucky, but to get a ten-truck project is a huge deal**
7 **for a remanufacturer.**

8 **Q Okay. And so this -- who was this -- who was**
9 **this project being backed by, do you know?**

10 **A The World Bank Organization.**

11 **Q What is that?**

12 **A That is a global -- I mean, the bank that**
13 **supplies a lot of the funding for all of the other**
14 **countries and things like that for special projects and**
15 **things like -- of this nature, so...**

16 **They are one of the largest funder of these**
17 **kind of projects around the world.**

18 **Q Okay. It looks like from the stuff I've**
19 **seen, the bid proposal went out, or the bid procurement**
20 **went out sometime in February of 2016; does that sound**
21 **about right?**

22 **A That's what I would -- yeah, I would guess.**
23 **I don't have it in front of me, but that sounds right.**

24 **Q Okay. Tell me, was Company Two, what**
25 **position was Company Two in as far as being able to**

1 meet the requirements of the -- the World Bank or the
2 South Pacific bid proposal as far as being able to have
3 the number of trucks, and have them ready, have them
4 tested, have the training available, the equipment and
5 all of those types of things, what type of a position
6 was Company Two in?

7 A Company Two was in probably the best position
8 out of all of the manufacturers. They had the supply
9 of vehicles, or the access to get the supply in order
10 to get ten trucks of what the customer was requiring.
11 So they were probably in the best position out of all
12 of the manufacturers to do that. They had the
13 manpower, they had the resources, they had the
14 knowledge, and they had the backing to do what I
15 understood that needed to be done as far as personnel
16 and experience.

17 Q How about the reputation?

18 A Reputation, again, up until recent years,
19 the -- Company Two has always been the only one to go
20 to. And still today they are considered to be one of
21 the first units to go to, to do remanufacturing and
22 supply of good, high-quality vehicles.

23 Q All right. Tell the Jury about your
24 involvement in the bid process. What would you have
25 being doing, the amount of -- you know -- time and

1 effort that was put into it and those type of things.

2 A Well, this particular bid project, we went
3 through it. It was quite an extensive bid package,
4 because it not only had the vehicle requirements, but
5 it had all of the banking requirements, all of the
6 international requirements, all of the standards from
7 all over the -- you know, from an international
8 perspective.

9 This project, we would have broke it down in
10 sections because it was submitted in sections, and we
11 would address each category of the bid. We would have
12 went through and looked at their specifications, looked
13 down to see what vehicles he has. Take each one of
14 those vehicles and break it down, and determine what
15 had to be done to each one of those vehicles, you know,
16 those kind of things, for parts, ordering supplies,
17 stuff like that.

18 In going through that, we would have went
19 down and prepared a detailed proposal which would have
20 entailed that -- matching what they were asking for and
21 saying that we were in compliance.

22 This particular bid was very strict, because
23 it was the World Bank. They didn't allow for any
24 exceptions. They required everything, and if you could
25 not take exception, you had to identify those and have

1 potential to be disqualified because -- because of
2 their -- the funding source. They were very strict in
3 that aspect, so we would have done --

4 Q So you would have --

5 A I'm sorry.

6 Q That's okay.

7 So if you were going to submit a bid, you had
8 to be able to meet all of the requirements or
9 restrictions that the World Bank put on the bid?

10 A That's correct. Either that or you had to
11 identify those in exceptions.

12 Q All right. Now, is that bid process, is that
13 something that took y'all a few days and some hours to
14 put together? It sounds pretty complicated.

15 A No, it was probably a couple of months to get
16 that all put together and to evaluate and find out what
17 we had to do and then put the package together.

18 Actually, we pulled a lot of people together
19 in that bid preparation to get it together, because we
20 also had to do -- it had to -- if I'm not mistaken,
21 there was multiple copies of the bid, hard copies of
22 the bid that had to be supplied, not electronic copies,
23 but hard copies, and we had to print all of those and
24 put those packages individually together, and we had a
25 lot of help within the company to get a lot of those

1 done to help me get that completed, so...

2 **Q Quincy had to pay you for your time and**
3 **involvement in that process?**

4 A That is correct. I was under a consulting
5 contract.

6 **Q At the time that bid process started, that**
7 **Company Two started working and submitting that bid,**
8 **was Company Two using the Hampton Varnville Airport**
9 **runway to speed test or accelerate test fire trucks?**

10 A As far as I know they were. Prior to that
11 bid package.

12 **Q Okay. During that process and during that**
13 **bid package, did that change?**

14 A Yes. I was informed that we had to take --
15 he wasn't going to be able to do that, and I had to put
16 that exception in the bid package. I had to identify
17 that as an exception to the requirements.

18 They had a requirement in the bid package
19 that testing of these vehicles were to be done on site
20 as we spoke about earlier. They had to be done on site
21 with the customer witness and all that thing, and
22 everything had to be done there without exception. And
23 because that was one -- something that came up, we had
24 to identify that as an exception in the bid.

25 **Q** [REDACTED]

1

[REDACTED]

15

[REDACTED]

25

Q So my question is: What information did you

1 receive during the bid process about Hampton -- about
2 Company Two's ability to use the Hampton Varnville
3 Airport runway for speed testing?

4 A That we would no longer have that
5 availability to do that and to comply with that
6 requirement --

7 Q And what options or how --

8 A -- at that point in time.

9 Q What options or how did that -- what options
10 did that leave Company Two, or how did that impact
11 Company Two's bid?

12 A At that point we had to look for facilities
13 where that could be done safely. And from what I
14 understand, Quincy had arranged some other facilities
15 to do that, and had agreements with them to be able to
16 do that, but again, we still -- we could do the test,
17 but it had to take exception to the on-site requirement
18 of that, and they would have had to do it somewhere
19 else at another location, which was not on-site.

20 Q What was the ultimate effect upon Company
21 Two's ability to win the bid, by having to take
22 exception to the on-site testing requirement of the
23 World Bank?

24 A The repercussions of having to do that test
25 somewhere else, I don't know personally, but I know it

1 has to be very costly to do something like that, to be
2 able to transport ten vehicles, and correct me -- I
3 believe the test was going to be done at an E-One
4 facility, which is five, 600 miles away, and to
5 transport those by lowboy to that facility, do the
6 test, and bring all ten trucks back, that would have
7 had to have been done, because that's the only area
8 that they would have been able to do that down there.

9 **Q And would the World Bank accept any -- or**
10 **approve any exceptions to the restrictions or the**
11 **requirements that it had in its bid package as far as**
12 **on-site testing was concerned?**

13 A No. It was a no-exception bid. Any
14 exceptions was call for rejection of the bid.

15 **Q And was there any requirement on the World**
16 **Bank bid that on-site testing was required?**

17 A Yes. The entire -- the entire bid testing --
18 package was required to be on-site testing. And at
19 that point when we first received the bid and the
20 inquiry, that was available. So we had no reason to
21 believe that there was no -- was no problem there.

22 **Q Did Company Two ultimately submit a bid on**
23 **this proposal?**

24 A Yes, we did.

25 **Q Did Company Two win the bid?**

1 A No, they did not. They were --

2 Q Do you --

3 A I'm sorry, go ahead.

4 Q Go ahead. No, go ahead.

5 A The results of the bid was as a result of the
6 cost associated with the additional testing
7 requirements and the exception, they were disqualified.
8 Company Two was disqualified, and it was given to the
9 next bidder, which was, at that point was Firetrucks
10 Unlimited.

11 Q Do you know the amount of the project?

12 A No, I do not. That was a decision by
13 Company -- what I did for Company Two was prepare the
14 proposal and the pricing. The project was -- you are
15 talking about the total cost of the proposal --

16 Q Yes.

17 A -- the proposal, yeah, it was millions of
18 dollars. Again, I don't have it right in front of me,
19 I don't recollect that number, but it was -- it's on
20 the bid package.

21 Q Okay.

22 A So --

23 Q My understanding is -- my understanding is
24 that the World Bank put out the proposal they were
25 willing to pay \$4.9 million for ten trucks, does that

1 sound accurate?

2 A That sounds close, yes.

3

4 THE WITNESS: Yes, that sounds correct.

5

6 Q Was Company Two -- was Company Two able to
7 meet the needs for the World Bank's advertisement of
8 bids for the equipment? Being able to refurbish the
9 equipment?

10 A Yes. They were --

11 MR. NESS: Objection --

12 THE WITNESS: -- they were fully compliant
13 with -- with the truck.

14 The only exception we had to take, we were
15 able to submit the bid package that said we were
16 100 percent compliant with the exception of the
17 on-site testing. That was the only exception we
18 had to take to the bid, so we were 100 percent
19 compliant with it.

20 BY MR. WILSON:

21 Q Now, do you know what Mr. Jones' profit
22 margin would have been? I mean, if it was \$4.9 million
23 total on the ten trucks, there would have been costs in
24 involved in obtaining, refurbishing, getting the trucks
25 ready to sell, correct?

1 A That's correct. I was not --

2 Q Do you know --

3 A Yeah. I was not involved in any of the
4 pricing. I was hired to put the bid package together,
5 get everything together, make sure that Company Two was
6 qualified and able to do everything that the bid
7 requirement was doing because of my experience.

8 And as far as the pricing, that was up to
9 Mr. Jones to submit that.

10 Q Do you know what Mr. Jones' profit margin
11 would have been --

12 A No, sir.

13 Q -- if he had been awarded the bid?

14 A No, sir.

15 Q Who ultimately won the bid?

16 A Firetrucks Unlimited in Las Vegas.

17 Q Were they able to meet the bid requirements
18 on their own?

19 A Well, they had to actually -- they had
20 submitted a bid with no exception, and later found out
21 that they still needed to source some trucks as well to
22 complete the bid, but they were able to complete it, so
23 that was done. But at the time that they submitted it,
24 they submitted it without exception.

25 Q Okay. When you say source the trucks, what

1 do you mean by that?

2 A Well, there was ten trucks, and there was ten
3 trucks of a certain type, whether they be four-by or
4 six-by vehicles, which are 1500-gallon and 3,000-gallon
5 class four, class five vehicles that they had to source
6 in order to get the ten trucks.

7 Quincy had those, or had availability to get
8 those right away, if he won the bid. It was the same
9 deal with Firetrucks Unlimited, they actually had to go
10 and source some trucks as well, but they submitted that
11 they could do the bid package.

12 Q Did Firetrucks -- did Firetrucks Unlimited
13 ultimately have to get any trucks through Company Two
14 to meet the bid requirements?

15 A Yes, they did. I think they bought a couple
16 of vehicles, two or three vehicles from Company Two to
17 even complete the bid package -- or to complete the
18 build.

19 MR. WILSON: Mr. Shaub, I believe that is all
20 of the questions I have for you. I'm sure Mr. Ness
21 will have some.

22 I appreciate your time.

23 THE WITNESS: No problem. Thank you.

24

1

5

CROSS-EXAMINATION

6

BY MR. NESS:

7

Q Mr. Shaub, how are you doing today?

8

A Good. How are you doing?

9

Q Good. I have two questions for you.

10

What length runways are required to use to

11

test these ARFF trucks?

12

A Probably anywhere from 2,000 feet to 5,000

13

feet would be ideal, if you have that space. It's just

14

a safer operation. The more room you have, the more

15

safety you have.

16

Q You said 5,000 feet earlier, didn't you?

17

A I said, yeah, up to 5,000 feet. I mean, you

18

can do testing at 2,000 feet, it's just you -- you

19

know, you've just got to control the environment, so...

20

Q Okay. What type of surface, road surface do

21

you need on airport runways, they have concrete?

22

A They come in all kinds. They come in

23

concrete, asphalt, there's multiple kinds. You can use

24

asphalt or concrete. There are different --

25

Q Most of these -- most of the big runways,



AdvancedONE
LEGAL

(866) 715-7770
advancedONE.com

1 don't they have concrete on them?

2 A Not all of them. Not all of them.

3 I mean, I've seen asphalt runways, I've seen
4 concrete, I've seen all kinds, so -- you know --

5

[REDACTED]

20

[REDACTED]

1

[REDACTED]

15 Q He come to change facilities because he lost
16 this bid, but you don't know why he really lost this
17 bid, do you?

18 A What's that -- yeah, I was informed that the
19 reason the bid was lost was because of exceptions and
20 because of the high price of the bid.

21 Q I understand that. That he didn't make the
22 lowest bid, that's who usually wins the bid, right?

23 A In this case it was extenuating circumstances
24 why the price was bad, and the exception to the bid was
25 a problem as well. It was a no exception bid.



AdvancedONE
LEGAL

(866) 715-7770
advancedONE.com

1 Q Where is the paperwork that said that?

2 A Sir?

3 Q Where is the paperwork that said that,
4 Mr. Shaub?

5 A What do you mean?

6 Q You say there is extenuating circumstances.
7 Where is the paperwork that says that there is an
8 extenuating circumstance in this case?

9 A It doesn't -- the case is where he had to go
10 out and take -- and test somewhere else, that was an
11 added cost that caused the bid package to go up.
12 That's what I would consider the extenuating
13 circumstances.

14 Q You don't know what the bid was -- final bid
15 that won this thing was, do you?

16 A No, sir, I do not.

17 Q You don't know if it was \$100,000 less,
18 \$10,000 less, \$5,000 less, or what, do you?

19 A I have no idea. I was told that Mr. Jones
20 did not win it. And my inquiry was, do we have any
21 reason why. And it was -- I was informed that it was
22 price and exception.

23 I don't know if it was for a dollar or a
24 million dollars' difference, so...

25 Q All right. So you don't know what the bid

1 | was that won this thing at all, do you?

2 A No, sir, I just know who won it.

3 Q Because they submitted a lower bid, didn't
4 they?

5	A	I'm sorry?
---	---	------------

6 Q The lowest bid won this case, right -- won
7 this matter, didn't they?

8	A	The lowest compliant bid.
---	---	---------------------------

9	Q	Was Mr. Jones' bid compliant?
---	---	-------------------------------

10 A Other than being able to test on site, it was
11 fully compliant.

Age Group	Percentage of Respondents
18-29	12%
30-49	88%
50-69	12%
70+	88%
18-29	12%
30-49	88%
50-69	12%
70+	88%
18-29	12%
30-49	88%
50-69	12%
70+	88%
18-29	12%
30-49	88%
50-69	12%
70+	88%

1

8 BY MR. WILSON:

9 Q You said you worked -- you and Mr. Jones
10 worked on this bid for some time period, maybe several
11 months prior to it being submitted?

12 A Correct.

13 Q And were you familiar with the requirements
14 of the bid?

15 A Yes, sir.

16 Q And I think you called it a no-exception bid?

17 A Yeah. There is a -- they have an exception
18 list in the bid package where you file exceptions, and
19 they disqualify you for exceptions.

20 Q So what does a no-exception bid mean,
21 generally, in the industry?

22 A Well, in the industry it means the bid's
23 submitted to you for filing for the bid, it means you
24 cannot take -- deviate anywhere from that bid package
25 and bid requirements, otherwise you have to list that



AdvancedONE
LEGAL

(866) 715-7770
advancedONE.com

1 as an exception to the bid requirements or -- the
2 specifications and things like that, so in its
3 entirety.

4 Q And if you have -- and if you have to make
5 exception to or deviate from the bid requirements, do
6 you generally lose the bid or are disqualified from the
7 bid?

8 A Over the years of my career doing these, I
9 have lost many bids because of an exception.

10 In the FAA business, an exception on a bid is
11 immediate cause for rejection of your bid package.

12 Q And you were familiar with the bid
13 requirements on this bid package with the World Bank
14 and the South Asia ten fire trucks?

15 A Yes, sir.

16 Q And did the bid require on-site testing?

17 A Yes, sir.

18 MR. WILSON: That's all the questions I have.

19 Thank you.

20

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF MARION)

I, KATHRYN P. MARINO, the undersigned
authority, certify that ROBERT SHAUB personally
appeared before me and was duly sworn.

WITNESS MY HAND AND OFFICIAL SEAL this 30th
day of April, 2021, at Ocala, Marion County, Florida.



Kathryn P. Marino,
Registered Merit Reporter
Certified Legal Video Specialist
Certified Reporting Instructor
Certified Program Evaluator
Florida Professional Reporter
Notary Public, State of
Florida at Large.
Commission #GG 252046
Expires: September 20, 2022

Witness produced FL DL for Identification, or was
personally known

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

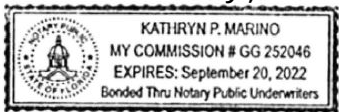
REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF MARION)

I, KATHRYN P. MARINO, Registered Merit Reporter, Certified Legal Video Specialist, Certified Reporting Instructor, Certified Program Evaluator, Florida Professional Reporter certify that I was authorized to and did stenographically report the foregoing videotaped deposition of ROBERT SHAUB, Pages 7 through 73; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes to the best of my skill, ability and understanding.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 11th day of May, 2021, at Ocala,
Marion County, Florida.



Kathryn P. Marino
KATHRYN P. MARINO,
Registered Merit Reporter,
Certified Legal Video Specialist,
Certified Reporting Instructor
Certified Program Evaluator
Florida Professional Reporter



Hampton County Economic Development Commission

COURT HOUSE ANNEX

Post Office Box 672

Telephone (803) 943-7521

FAX: (803) 943-7538

Hampton, South Carolina 29924

October 12, 2005

Jim Daniel
Executive Director

Mr. Quincy Jones
Company Two Fire
1624 Holly Lake Circle
Snellville, GA 20078

Dear Quincy,

Hampton County is excited about the prospect of having Company Two Fire locate here. You requested that certain commitments be made by the county to assist you in making a decision about locating in the Gemco building at 283 Foster Road in Varnville.

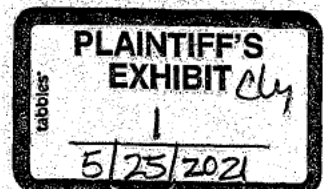
Hampton County Council has authorized me to make the following commitments to you concerning the Hampton-Varnville Airport. Hampton County agrees to provide you with a private taxiway right to use from the northeast tip of the airport to the Gemco property line. The county also agrees to clear and rough grade the taxiway to the Gemco property line. The county also plans to move forward with improvements to the airport including the installation of runway lights as soon as possible. During discussions with Administrator Sabrena Posey Graham, Airport Commission Chairman Lee Ellis and myself in earlier this year it was indicated that the county desires to obtain a portion of the Gemco property adjacent to the airport to facilitate necessary upgrades. We would appreciate your commitment to grant this portion of property to the county provided we give you a similar amount of acreage to the west or southwest of the Gemco property. By way of letter, Hampton County Council concurs with that request.

If we can be of further assistance, please feel free to contact me. We look forward to welcoming Company Two Fire to the Hampton County family.

Sincerely,

Jim Daniel

Cc: Sabrena Posey Graham
Lee Ellis





Kiribati



Tuvalu



Samoa



Vanuatu

Bidding Document Procurement of Goods

Supply and Delivery OF

REFURBISHED Aircraft Rescue and Fire-fighting (ARFF) VEHICLES

- LOT 1** **Ministry of Communications & Transport (MCT)**
Tuvalu Aviation Investment Project (TvAIP) P128940 – H749-TV
- LOT 2** **Samoa Airport Authority (SAA)**
Samoa Aviation Investment Project (SAIP) P143408 – H-914WS
- LOT 3** **Ministry of Communications, Transport, Tourism Development
(MCTTD)**
Kiribati Aviation Investment Project (KAIP) P128938 – H742-KI
- LOT 4** **Ministry of Finance and Economic Management (MFEM)**
Vanuatu Aviation Investment Project (VAIP) P154149

Summary Description

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, to be submitted completed by the Bidder and submitted as part of his Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy – Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the Bank's policy in regard to corrupt and fraudulent practices applicable to this process.

PART 2 – SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX. Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Purchaser.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

-
- h. The time elapsed between the communication about the broken equipment and the intervention on site will be, inside the warranty period, not longer than 6 days.
 - i. The bidder shall have the ability to supply a vehicle equivalent to the capacity and discharge rate of the primary response vehicle in the event of a breakdown or exigency that requires a replacement vehicle whilst extended repairs are instituted.

5.34 Inspections and Tests

5.34.1 INSPECTION AGENCY

The Supplier is to be aware that the vehicle will be the subject of third party inspections and testing according to a schedule that will be coordinated with the successful Supplier by the PURCHASER. Costs associated with travel, accommodation and other related expenses of Purchaser's representative for test and inspection are the responsibility of the Purchaser.

5.34.2 There will be the following inspection / visits carried out on the vehicle being:

- i. Pre-production meeting, to establish the exact scope and extent of the remanufacturing process on the selected vehicle.
- ii. Midpoint inspection after the reinstitution of the drive train, engine and pump
- iii. Factory Acceptance Testing on completion of the project at the supplier/ manufacturer's facility before shipping to the final destination
- iv. Site Acceptance Testing
 - Following installation, vehicle(s) shall be subject to site acceptance tests (the 'site acceptance tests'). The nature and extent of the procedures and acceptance criteria forming part of the site acceptance tests shall be subject to the Purchaser's approval.
 - A copy of the proposed tests shall be provided to the Purchaser at least 30 days prior to commencement of the site acceptance tests. The parties shall use their best endeavors to agree the final form of the site acceptance tests at least 20 days prior to commencement of the site acceptance tests.
 - Within 5 days following completion of each of the site acceptance tests, the Supplier shall provide the Purchaser with the written results. These results will be signed off by both the Supplier and the Purchaser.
 - Within 10 days of receipt of such written results, the Purchaser shall either:
 - 1. Furnish to the Supplier a site acceptance certificate in writing confirming that the relevant vehicle(s) has/have passed the agreed site acceptance tests; or
 - 2. If the Purchaser reasonably decides that the results of such tests show any vehicle(s) or part thereof to be defective, or not in accordance with this agreement, the Purchaser shall notify the Supplier in writing stating its objection and reasons therefore.
 - 3. In the latter case, the Supplier shall promptly make good the defect or ensure the vehicle(s) comply then present the vehicle(s) for re-testing in accordance with this clause.

5.35 QUALITY ASSURANCE PROVISIONS

5.35.1 GENERAL

- i. The Supplier shall be responsible for the inspection of components and sub-assemblies during manufacture of the vehicle to ensure that specified standards are maintained including those items sub-contracted and shall give a statement to that effect during the acceptance test.
- ii. The Supplier shall submit with its bid a Quality Assurance Plan indicating how it will carry out all the inspections and the acceptance tests as specified and that he has the necessary facilities and equipment for these inspections and tests to the satisfaction of the Purchaser.
- iii. The Purchaser or their agent shall have access at all times to the Supplier's and sub-contractor's works where parts are being manufactured, assembled, stored or tested. Where necessary, office accommodation shall be provided for the Purchaser's Inspecting Officer(s) and those of the Inspection Agency appointed by it.

5.35.2 TESTS

- a. Acceptance tests shall be carried out by the Supplier to NFPA 414 Chapter 5 or equivalent at his expense and to the satisfaction of the Purchaser. The tests will cover every item of equipment of the fire tender and all special details and equipment stated in this specification and or the equipment specification. The tests specified shall be carried out at the supplier/ manufacturer's facility before shipment and the following tests shall be repeated in the final destination before final acceptance:
 - i. Maximum speed.
 - ii. Acceleration performance test.
 - iii. Braking distance/Brake Air System Capacity.
 - iv. Turning radius.
 - v. Foam quality and throw.
 - vi. Gradient starting &: stopping
 - vii. Approach & departure angles
 - viii. Full pump output test
 - ix. Pump and Roll tests.
 - x. Adverse Terrain Tests.
- b. Facilities shall be made available to the Purchaser's inspecting Officers to conduct all tests deemed necessary by these Inspecting Officers at the supplier/ manufacturer's factory and test ground.
- c. The Supplier shall supply all fuel, foam compound and any other materials, equipment and labor necessary for the conduct of satisfactory Factory acceptance tests prior to delivery. The Purchaser shall supply all consumables for final on-site acceptance tests following delivery to site.
- d. The Purchaser's Inspecting Officers shall have free access at all times to all sections of any plant concerned with the manufacture of materials, components, sub-assemblies or complete equipment, to ensure that the standard of material and workmanship is

principals for vehicle assembly venture and no other proposal will be accepted for such production in this context.

- ii. The Supplier shall also show that he has facilities locally for testing these vehicle and the major components to rate their performance in all aspects.
- iii. The Supplier shall hand over one set of fully detailed and dimensioned manufacture/assembly drawings from the licensors to the Purchaser for monitoring purposes. These drawings shall be returned once the testing and commissioning is over.
- iv. The Supplier shall also give free access to the Purchaser Superintending Officer and/or his representatives to inspect the production, drawings and quality control procedures/records at all times during the production of these vehicle with/without any prior notice.
- v. The Supplier shall engage the services of a Professional Engineer suitably qualified at its own cost acceptable to the Professional Engineers Registration Board and Purchaser to supervise the production he/she shall issue a certificate at the end of the works certifying that the whole works/production has been carried out as per the principals original design drawings and instructions.
- vi. The Supplier shall assume absolute responsibility for the inspection and performance testing of all component parts and of the completed vehicle. All major components shall be certified in writing by the component manufacture as being correct for the intended purpose.

brakes until a 20 percent equivalent drawbar is generated. A 20 percent equivalent drawbar load is determined as follows: (a) A 20 percent grade, 11.31 degree angle (b) The loaded vehicle weight $\sin 11.31$ degrees (0.196) equals the necessary drawbar pull to simulate holding on a 20 percent grade (c) The area of the load cell shall be determined at the time of the test (d) The load cell reading, in kPa (psi), that simulates a 20 percent grade, calculated by the following: load cell reading $\sin 11.31$ degrees vehicle weight area = $\frac{\text{load cell reading}}{\text{load cell}}$ (4) Repeat (1) through (3) with a drawbar force applied in the rearward direction.			
5.3.11.7 The brakes shall lock the wheels and hold the vehicle stationary on both the 20 percent and 50 percent grade (or the brakes shall generate an equivalent drawbar pull), with the vehicle pointed either uphill or downhill.			
5.3.13 Vehicle Clearance Circle Test.			
5.3.13.1 Test facilities shall consist of a level site having a dry, paved surface greater than three times the vehicle's length in diameter and shall be free from loose material.			
5.3.13.2 A tape measure, markers or a marking device, and a calculator shall be required.			
5.3.13.3 The vehicle's steering system shall be fully operational, and the steering linkage stops shall be adjusted within the manufacturer's specified production tolerance limits.			
5.3.13.4 The vehicle shall be tested as follows: (1) Drive the vehicle in a full cramp, making a left or right turn as necessary, in at least one complete circle to fully "settle" the wheels into their steady-state condition. (2) Slowly drive the vehicle in the full cramp turn. (3) Stop the vehicle in three locations around the turning circle, applying the brake smoothly and gradually. (4) At each stop, mark the outermost projected point of the vehicle on the ground. (5) Measure and record the straight line distances between the marks for each of the stop locations (length 1, length 2, and length 3). (6) Calculate the vehicle clearance circle radius (R) as follows: $R = \frac{S^2 + length\ 1^2 + length\ 2^2 + length\ 3^2}{4 \times [length\ 1 \times (length\ 2 - length\ 3) + length\ 2 \times (length\ 3 - length\ 1) + length\ 3 \times (length\ 1 - length\ 2)]}$ where: $S = length\ 1 + length\ 2 + length\ 3$ (7) Repeat (1) through (6) while turning the vehicle in the opposite direction.			
5.3.13.5 The vehicle's clearance circle diameter (2R) shall be			

less than three times the maximum overall length of the vehicle.			
5.4.3 Acceleration.			
5.4.3.1 Test facilities shall consist of a dry, straight, level paved surface sufficient in length to accelerate the vehicle from rest to 80.5 kph (50 mph) and then bring it to a safe stop.			
5.4.3.1.1 Ambient temperatures at the test site shall be -17.8°C to 43.3°C (0°F to 110°F), and elevations shall include heights up to 609.6 m (2000 ft) unless otherwise specified by the purchaser.			
5.4.3.2 Instrumentation shall consist of a fifth wheel device, or equivalent, designed to measure and record (at least visibility as a minimum) vehicle speed and time from the time the vehicle begins to move until it reaches a predetermined top speed.			
5.4.3.3 The vehicle shall be tested in its fully loaded condition (see 3.3.71) with the engine and the transmission at their normal operating temperatures. The tires shall be inflated to the manufacturer's recommended pressure.			
5.4.3.4 The test shall be conducted in the following manner: (1) Start the test with the vehicle at rest, the engine at idle, and the transmission in gear. (2) Simultaneously, start the stopwatch and accelerate the vehicle, and continue accelerating to a wide-open throttle condition. (3) At the moment the vehicle reaches 80.5 kph (50 mph), stop the watch and record the elapsed time. (4) To compensate for wind conditions and slope, repeat the test in the opposing direction. Record and average a minimum of three readings in each of the two directions.			
5.4.3.5 The average acceleration time to 80.5 kph (50 mph) shall be less than or equal to the requirement, as specified.			
5.4.4 Top Speed.			
5.4.4.1 Test facilities shall consist of a dry, paved, level surface suitable for achieving a vehicle speed of at least 104.6 kph (65 mph) and bringing the vehicle to a safe stop.			
5.4.4.2 Instrumentation shall consist of the vehicle's speedometer as installed by the manufacturer at the time of delivery.			
5.4.4.3 The vehicle shall be tested in its fully loaded condition (see 3.3.71) with the engine and the transmission at their normal operating temperatures. The tires shall be inflated to the manufacturer's recommended pressure.			
5.4.4.4 The test shall be conducted in the following manner:			

RECORDED THIS 25th
 OF October 2005
 IN BOOK 7 PAGE 37
Sherry M. Williams
 AUDITOR Hampton COUNTY, S.C.

ASSESSOR'S OFFICE
 TN 2005-893
 DATE 12-25 CLERK RB

200500002333
 Filed for Record in
 HAMPTON COUNTY SC
 MYLINDA NETTLES
 10-24-2005 At 09:15 am.
 D-DEED 1564.00
 Book 306 Page 146 - 149

200500002333
 ANDERSON & BROWN

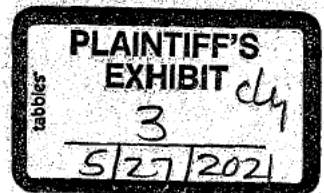
Instrument Book Page
 200500002333 306 146

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF HAMPTON) TMS: 119-14-03-002

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SUSAN M. SHERRY AND ELIZABETH M. PINCKNEY, in the State aforesaid, for and in consideration of the sum of FOUR HUNDRED TWENTY THOUSAND AND NO/100 (\$420,000.00) DOLLARS AND NO OTHER CONSIDERATION, to us in hand paid at and before the sealing of these Presents by Q & J PROPERTIES, LLC(the "Grantee"), whose address is 1624 Holly Lake Circle, Snellville, Georgia 30078, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or tract of land located approximately five hundred (500') feet Northwest of the Varnville Town Limits, in Hampton County, South Carolina, containing 9.05 acres as shown on a plat by Ralph J. Johnson, R.L.S., dated November 27, 1976. Said tract of land measured and bounded according to said plat as follows, to wit: On the Northeast for a distance of seventy-three (73') feet by lands of County of Hampton; on the East by a dirt road for a distance of seven hundred eighteen and 2/10's (718.2') feet; on the Southeast by a planned street for a distance of four

200500002333
 MYLINDA NETTLES
 COUNTY CLERK
 HAMPTON COUNTY SC
 10-24-2005 09:15 am.
 REC.FEE \$ 10.00
 STATE TAX \$ 1072.00
 COUNTY TAX \$ 462.00



hundred thirty-seven and 7/10's (437.7') feet; on the Southwest by lands of Hampton Tool and Die, Inc., for a distance of five hundred thirty-seven and 78/100's (537.78') feet; and on the Northwest by lands of Hampton County for a distance of nine hundred fifty-one and 5/10's (951.5') feet. The above-mentioned plat is recorded in Plat Book 14 at Page 67.

The tract of land herein conveyed is subject to the covenants and restrictions recorded in the Office of the Clerk of Court for Hampton County in Deed Book D-65 at Pages 632-634.

THIS being the same property conveyed to Susan M. Sherry and Elizabeth M. Pinckney by Deed of Distribution dated August 7, 2002 and recorded August 14, 2002, in the Office of the Clerk of Court for Hampton County, South Carolina, in Deed Book 269 at Page 102.

THE within Deed was prepared in the Law Offices of Ruth & MacNeille, P.A., Post Office Drawer 5706, Hilton Head Island, South Carolina 29938, by Tara L. Knudsen, Esquire.

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 said Premises unto the said Grantee, its successors and assigns, forever, in fee simple.

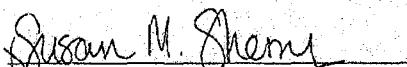
AND we, the within Grantors, do hereby bind ourselves, and our heirs, executors and administrators to warrant and forever defend, all and singular, the said Premises unto the said Grantee, its successors and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals this 17th day of October, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Signature of witness



SUSAN M. SHERRY



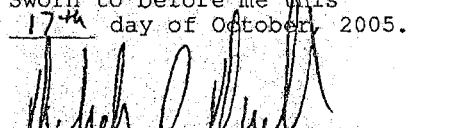
Signature of notary public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the
within named Susan M. Sherry, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Sworn to before me this
17th day of October, 2005.



Notary Public for South Carolina

My Commission Expires: June 18, 2007

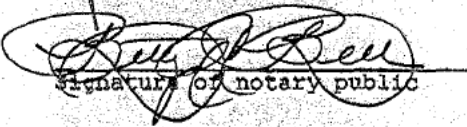
Instrument Book Page
200500002333 306 149

WITNESS our hands and seals this 17 day of October, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Signature of witness


ELIZABETH M. PINCKNEY


Signature of notary public

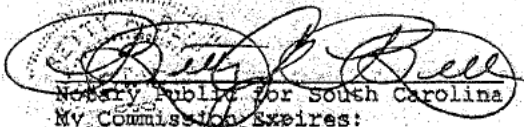
STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF)

I, the undersigned notary public, do hereby certify that the within named Elizabeth M. Pinckney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to before me this
17th day of October, 2005.


Notary Public for South Carolina
My Commission Expires:

BETTY A. BELL
NOTARY PUBLIC SOUTH CAROLINA
MY COMMISSION EXPIRES NOV 8, 2008



www.companytwofire.com

Quincy Jones 283 Foster Road Varnville, South Carolina 29944

Office: 803-943-5232

Toll Free 1-866-289-6188

Fax: 803-943-5434

January 17, 2017

Hampton County Council
Attn: Rose D. Elliott
200 Jackson Avenue East
Hampton, South Carolina

Ref: Hampton/Varnville Airport Letter Response (Undated) (Received 1/17/17 by
Company Two)

Dear County Council/ Ms. Elliott,

Thank you for the letter of detail for the airport council's decision and I would like to offer Company Two's response to your list of justifications for denial by item number:

- 1) County Council Statement: "Company Two, according to documentation provided by you began using the Airport in 2007 without the consent of neither the Airport Commission nor the County Council"

Response: A letter dated Oct 12, 2005 from Jim Daniel of the Hampton County Economic Development Commission was received by Company Two to offer incentive commitments from Hampton County regarding Company Two's relocation to the Gemco property adjacent to the airport. Airport access was a commitment authorized by the Hampton County Council through the Economic Development Commission in this letter and was copied to Sabrena Posey Graham (Hampton County Administrator) and Lee Ellis (member of the Hampton County Airport Commission).

- 2) County Council Statement: "The easement the County granted you does not authorize the use of the airfield as it relates to ARFF vehicles".

Response: The intent of the letter dated October 12, 2005 referenced in the aforementioned response above contained a Hampton County agreement to provide an easement for Company Two to the airport runway, specifically "a private taxiway right to use". This incentive was included to provide Company Two with complete access to the airport, as Company Two requires runway access to test the Aircraft

000058

Rescue Firefighting (ARFF) apparatus and provide FAA required FOD cleanup for the County Airport. Given that Company Two has only been in the Fire Apparatus business, the letter's statement regarding Taxiway right of use can only be viewed as a right for Company Two to have full access to the County Airport for Apparatus testing and FOD Cleanup. To assume any other intent would certainly be outside of the spirit of this written agreement. Further, regarding the use of the airport runway, please see South Carolina Aeronautics letter dated August 29, 2016 recommending that the Hampton County Airport cooperate with Company Two and work out a "reasonable agreement" allowing Company Two to operate at the County Airport, as "ARFF vehicles support South Carolina Airports".

- 3) County Council Statement: "The trucks that you test are designed for Part 139 Commercial Airports having far greater runway load bearing capacity. The Hampton/Varnville Airport is classified as a Recreational Local Service Airport in the SC System Plan with a community support role for accommodating small general aviation aircraft".

Response: As previously submitted by Company Two in detail via a letter to the Hampton County Airport Commission dated February 5, 2016, the VCI (Vehicle Cone Index) of an ARFF Apparatus is less than that of the maintenance equipment currently used today at the airport. As stated before, the ARFF Apparatus have less impact to the runway than the counties current airport equipment currently in use. (Reference- Letter from Concrete Products and Construction on June 3rd, 2012 and Letter to Jack Woodward, Hampton County Airport Commission Dated Feb 5, 2016)

- 4) County Council Statement: "The potential liability created by having Company Two vehicles on an active runway is not a liability that the Council has determined is in the best interest of the County".

Response: As stated previously, Hampton county and Company Two's attorney's will complete an agreeable liability policy that will meet the requirements of coverage for both parties.

- 5) County Council Statement: "The vehicles on an active runway is a violation of the federal aviation regulations- without issuing a NOTAM. This was never done during the time you were testing without permission".

Response: As stated previously, we have correspondence from Jim Price of the FAA Atlanta ADO that states that a NOTAM is not required for FOD checks, cleanups and would be at the discretion of the airport whether to issue NOTAMs or not. (Email dated 2/23/16 from Jim Price)

- 6) County Council Statement: "Hampton County is actively seeking to be reinstated into the State and Federal programs with the FAA and have determined not to allow any activity".

Response: Although it would be encouraging to believe that the Hampton/Varnville airport could be eligible for State and Federal programs, the facts are that Allendale County Airport would be the most likely airport to receive such programs due to a long time masterplan that Allendale is the priority regional airport for the area as written in their Master Plans. If such an opportunity for Hampton/Varnville airport would prevail, Company Two would be a major supporter and proponent of such growth. By this, I

000059

- would believe that having strong businesses in and around the airport property would make a stronger case for growth and funding opportunities for the airport. Company Two's operation does not affect nor would it hinder any airport programs by operating on the airport.

7) County Council Statement: "Hampton County Council has determined that the Council needs to be consistent with previous decisions that have been made with requests to utilize county property by various groups or companies."

Response: Company Two understands and appreciates the need to be consistent with the use of county property by non-airport businesses but when you Google ARFF Trucks, it defines the term as Aircraft Rescue Fire Fighting Apparatus for use in and around global and domestic airports of all sizes. So when anyone try's to compare ARFF Trucks to a drag race, or any other non-airport business or attraction, it just doesn't measure up apples to apples and should not be compared to each other. Therefore, Company Two's ARFF business stands alone for airport support and should not fall under other categories.

As you stated in your response, Company Two does not believe that the council supports the economic growth by denying the agreement that was established when the county offered airport access to relocate Company Two's business to the Gemco property. Our commitment to relocate was a mutually agreeable proposal that would allow Company Two to grow and expand its business to support Hampton County and all affiliated local businesses. As stated in our many correspondences, the loss of use, although affects our business and our employees ultimately affects the community that we live in and support. For that, the denial and loss of community support lies in the lap of each council member that has denied our request. Company Two continues to seek and agreeable solution to this unfortunate violation of our agreed proposal that was established and signed in October of 2005.

We request that the council reconsider its decision and come to an agreeable solution.

Respectfully,

Quincy Jones (Owner)
Company Two Fire
283 Foster Road
Varnville, SC 29944

Office: 803-943-5232
Toll Free: 866-289-6188
Fax: 803-943-5434
Mobile: 770-598-3473

www.companytwofire.com

000060

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
TUESDAY; FEBRUARY 22, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

Hampton County Council held its regularly scheduled meeting on Tuesday, February 22, 2011, 6:00 p. m., Council Chambers, B. T. DeLoach Building, Hampton, South Carolina. Council Member(s) present: Hugh B. Gray, Chairman; Christopher B. Haulsee, Virgin Johnson, Sr. and Charles H. "Buddy" Phillips, Vice Chairman and Shedron Williams. Staff present: Sabrena Posey Graham, Administrator; Aline Newton, Clerk to Council and A. G. Solomons, Jr., County Attorney. Media present: Michael DeWitt, The Hampton County Guardian. The meeting was advertised as prescribed by law.

CALL MEETING TO ORDER

CALL TO ORDER:

Chairman Gray called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION:

Chairman Gray gave the invocation.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Master Tyler Morehead.

ADOPTION OF THE AGENDA

APPROVAL OF THE AGENDA AND THE CONSENT AGENDA:

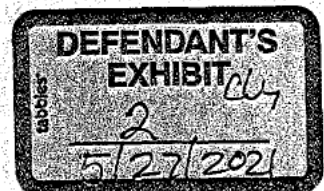
Moved by Council Member Johnson, seconded by Council Member Phillips, to adopt the Consent Agenda:

- 3.1.1 February 7, 2011 County Council's Meeting Minutes
- 3.1.2 Litter/Nuisance Report for January 2011

and the February 22, 2011 Agenda. Motion carried unanimously.

PUBLIC HEARING(S)

There were no public hearing(s).



**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
TUESDAY; FEBRUARY 22, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

PUBLIC COMMENT(S)

Mr. Jerry Cook, Citizen, Town of Yemassee

Mr. Cook came before council to ask that the fee of \$25.00 for housing municipal prisoners be revisited. He provided an example to council as to how this fee was affecting Yemassee and possibly other municipalities. Chairman Gray asked Administrator Graham to review the matter and report to council.

APPROVAL OF MINUTES

The minutes were approved under the Consent Agenda.

PRESENTATION(S)

PRESENTATION OF CERTIFICATE FOR HAMPTON COUNTY PLANNING COMMISSION:

Mr. Simmons was not present.

APPOINTMENT(S) TO BOARDS AND COMMISSIONS

HAMPTON COUNTY PLANNING COMMISSION:

Council voted by secret ballot to appoint Ed Simmons to the Hampton County Planning Commission.

RESOLUTION(S)

There were no resolution(s).

ORDINANCE(S)

FIRST READING BY TITLE ONLY TO ORDINANCE #2011-001, AN ORDINANCE TO TRANSFER A PARCEL TO COMPANY TWO AND RECEIVE A PARCEL FROM COMPANY TWO:

Moved by Council Member Haulsee, seconded by Council Member Williams, to give first reading by title only to Ordinance #2011-001, An Ordinance to Transfer a Parcel to Company Two and Receive a Parcel from Company Two. Motion carried unanimously.

BID(S)

There were no bid(s).

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
TUESDAY; FEBRUARY 22, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

COUNCIL'S BRIEFING(S)

CHAIRMAN'S UPDATE (CHAIRMAN GRAY):

Chairman Gray gave his update. (See Attachment #1)

COUNCIL'S DISCUSSION POINT(S):

There were no discussion point(s).

ACTION REGARDING HAMPTON COUNTY GOALS FOR 2011-2012:

Moved by Council Member Haulsee, seconded by Council Member Johnson, to approve the Hampton County Goals for 2011-2012 as presented for implementation through the year. Motion carried unanimously.

RECOGNITIONS:

Chairman Gray recognized Francenia Ellis, Town Council Member, Town of Furman.

REPORTS TO COUNCIL

ADMINISTRATOR'S REPORT:

Hampton County's Annual Report

Administrator Graham presented to council the Hampton County Annual Report.

EXECUTIVE SESSION

Moved by Council Member Haulsee, seconded by Council Member Johnson, to go into executive session to discuss a personnel matter. Motion carried unanimously. Moved by Council Member Johnson, seconded by Council Member Williams, to come out of executive session. Motion carried unanimously. Chairman Gary reported the following:

PERSONNEL MATTER:

Chairman Gray reported that council completed the evaluation of the Clerk to Council.

ADJOURNMENT

Moved by Council Member Johnson, seconded by Council Member Haulsee, to adjourn the meeting. Motion carried unanimously. Chairman Gray adjourned the meeting at 7:00 p. m.

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; MARCH 21, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

Hampton County Council held its regularly scheduled meeting on Monday, March 21, 2011, 6:00 p. m., Council Chambers, B. T. DeLoach Building, Hampton, South Carolina. Council Member(s) present: Hugh B. Gray, Chairman; Christopher B. Haulsee, Virgin Johnson, Sr. and Charles H. "Buddy" Phillips, Vice Chairman and Shedron Williams. Staff present: Sabrena Posey Graham, Administrator; Aline Newton, Clerk to Council and A. G. Solomons, Jr., County Attorney. Media present: Michael DeWitt, The Hampton County Guardian. The meeting was advertised as prescribed by law.

CALL MEETING TO ORDER

CALL TO ORDER:

Chairman Gray called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION:

Pastor Byrd gave the invocation.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Council Member Haulsee.

ADOPTION OF THE AGENDA

APPROVAL OF THE AGENDA AND THE CONSENT AGENDA:

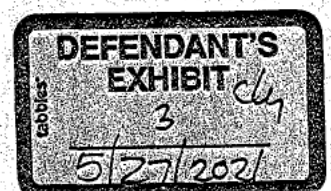
Moved by Council Member Haulsee, seconded by Council Member Johnson, to adopt the Consent Agenda:

- 3.1.1 March 7, 011 County Council's Meeting Minutes
- 3.1.2 Litter Report

and the March 21, 2011 County Council Meeting Agenda with the following revisions:

- (1) Defer Item 13.1.1, Agreement with Company Two, (Ms. Sandy Fowler, Executive Director, Hampton County Economic Development Commission,
- (2) Add Item 13.1.3, Savings Report and
- (3) Add Item 13.1.4, Notification of Intention to File Petition to Close Road (Dirt road that is known as Woodbury Lane located in Hampton County starting at the intersection of Shellie Road and Woodbury Lane for approximately .9 miles to the Allendale County Line).

Motion carried unanimously.



HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; MARCH 21, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC

PUBLIC HEARING(S)

ANNUAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NEEDS ASSESSMENT PUBLIC HEARING:

Ms. Michelle Knight, Lowcountry Council of Governments (LCOG), was present to receive any comments regarding the public hearing for the Annual Community Block Grant (CDBG) Needs Assessment for Hampton County. Moved by Council Member Johnson, seconded by Council Member Williams, to approve the prioritized list as presented. (See attachment #1 – Prioritized List) Motion carried with Council Members Gray, Johnson, Phillips voting in favor and Council Member Haulsee abstaining.

PUBLIC COMMENT(S)

There were no public comment(s).

APPROVAL OF MINUTES

The minutes were approved under the Consent Agenda.

PRESENTATION(S)

PRESENTATION OF THE DEED TO THE PALMETTO THEATER TO FRIENDS OF THE ARTS AND MR. ROB HARRELSON, EXECUTIVE DIRECTOR, HAMPTON COUNTY ARTS COUNCIL:

Chairman Gray presented the deed for the Palmetto Theater to the Friends of the Arts and Mr. Rob Harrelson, Executive Director, Hampton County Arts Council.

PRIORITIZATION OF NEEDS ASSESSMENT PROJECTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING BY LOWCOUNTRY COUNCIL OF GOVERNMENTS (LCOG) REPRESENTATIVE:

Council approved the prioritized list as presented by Lowcountry Council of Governments (LCOG) and Administrator Graham after the public hearing.

APPOINTMENT(S) TO BOARDS AND COMMISSIONS

There were no appointment(s).

RESOLUTION(S)

There were no resolution(s).

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; MARCH 21, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

ORDINANCE(S)

SECOND READING TO ORDINANCE #2011-001, AN ORDINANCE TO TRANSFER A PARCEL TO COMPANY TWO AND RECEIVE A PARCEL FROM COMPANY TWO:

Moved by Council Member Phillips, seconded by Council Member Johnson, to give second reading to Ordinance #2011-001, An Ordinance to Transfer a Parcel to Company Two and Receive a Parcel from Company Two. Motion carried unanimously.

SECOND READING TO ORDINANCE #2011-003, AMENDING THE FIRE PROTECTION DISTRICT ORDINANCE:

Moved by Council Member Haulsee, seconded by Council Member Phillips, to give second reading to Ordinance 2011-003, Amending the Fire Protection District Ordinance. Motion carried unanimously.

FIRST READING BY TITLE ONLY TO ORDINANCE #2011-004, HAMPTON COUNTY 2011-2012 FISCAL BUDGET:

Moved by Council Member Haulsee, seconded by Council Member Williams, to give first reading by title only to Ordinance #2011-004, Hampton County 2011-2012 Fiscal Budget. Motion carried unanimously.

BID(S)

There were no bid(s).

COUNCIL'S BRIEFING(S)

CHAIRMAN'S UPDATE (CHAIRMAN GRAY):

Chairman Gray gave his update. (See Attachment #2)

COUNCIL'S DISCUSSION POINT(S):

There were no discussion point(s).

REPORTS TO COUNCIL

ADMINISTRATOR'S REPORT:

Agreement with Company Two

Council deferred the matter until the next meeting.

HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; MARCH 21, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC

Agreement between the Consortium of Beaufort, Colleton, Hampton and Jasper Counties Local Elected Officials and the Lowcountry Workforce Investment Board and the Administrative Entity, Lowcountry Council of Governments

Moved by Council Member Phillips, seconded by Council Member Johnson, to approve the agreement between the Consortium of Beaufort, Colleton, Hampton and Jasper Counties Local Elected Officials and the Lowcountry Workforce Investment Board and the Administrative Entity, Lowcountry Council of Governments. Motion carried unanimously.

Savings Report

Administrator Graham reported a savings in the following departments:

- (1) Economic Development – Sandy Fowler, Economic Development Director, received a \$5,000 grant from SCANA to pay Economic Development Commission's Strategic Plan. These are funds that will not have to come out of the county's coffers,
- (2) Finance - The Finance Director, Mike Meyer, in review of the electric accounts along with the consultant realized a savings of \$2,150 per year by changing from one class to another at the Detention Center, a savings of \$7,600 in interest when the fire bond was refinanced, also the energy audit of the county accounts from 2009-2011 realized a savings of \$31,500 with an ongoing savings of \$13,560 per year.
- (3) Risk Management – Administrator Graham recognized Dobie Hiers, Risk Manager. She stated that he has done a good job with the workmen's compensation program as Risk Manager. The experience modifier is the lowest that it has ever been, .76 which will produce a savings of \$25,000 this year. Administrator Graham qualified the statement by saying that the SCAC Board of Trustees has not met yet to approve the figures for workmen's compensation.

Notification of Intention to File Petition to Close Road (Dirt road that is known as Woodbury Lane located

Moved by Council Member Phillips, seconded by Council Member Haulsee, to offer no objection to the Notification of Intention to File Petition to Close Road, A dirt road known as Woodbury Lane located in Hampton County, South Carolina, starting at the intersection of Shellie Road and Woodbury Lane running in a Westerly/Northwesterly direction across lands of Carolyn B. Long (TMN: 113-00-00-006), John C. Dubose and Susan C. Dubose (TMN: 113-00-00-004) and land of Ben Hal Lo, LLC (TMN: 112-00-00-001) for approximately 4,869 feet/ .9 mile to the Allendale County line. Motion carried unanimously.

EXECUTIVE SESSION

There were no matter(s) to discuss.

ADJOURNMENT

Moved by Council Member Haulsee, seconded by Council Member Williams, to adjourn the meeting. Motion carried unanimously. Chairman Gray adjourned the meeting at 6:47 p. m.

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; APRIL 18, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

Hampton County Council held its regularly scheduled meeting on Monday, April 18, 2011, 6:00 p. m., Council Chambers, B. T. DeLoach Building, Hampton, South Carolina. Council Member(s) present: Hugh B. Gray, Chairman; Christopher B. Haulsee, Virgin Johnson, Sr. and Charles H. "Buddy" Phillips, Vice Chairman and Shedron Williams. Staff present: Sabrena Posey Graham, Administrator; Aline Newton, Clerk to Council and A. G. Solomons, Jr., County Attorney. Media present: Michael DeWitt, The Hampton County Guardian. The meeting was advertised as prescribed by law.

CALL MEETING TO ORDER

CALL TO ORDER:

Chairman Gray called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION:

Chairman Gray gave the invocation.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Miss Hannah Johnson.

ADOPTION OF THE AGENDA

APPROVAL OF THE AGENDA AND THE CONSENT AGENDA:

Moved by Council Member Haulsee, seconded by Council Member Williams, to adopt the Consent Agenda:

3.1.1 April 4, 2011 County Council's Meeting Minutes

3.1.2 Litter Report

and the April 18, 2011 County Council Meeting Agenda. Motion carried unanimously.

PUBLIC HEARING(S)

LOWCOUNTRY HOME CONSORTIUM CONSOLIDATED PLAN PUBLIC HEARING:

Chairman Gray opened the public hearing to receive public comments regarding the public hearing regarding the Lowcountry Home Consortium Consolidated Plan. There were no public comments. Chairman Gray closed the public hearing.

**CONCERNING AN APPLICATION TO BE SUBMITTED TO SOUTH CAROLINA
DEPARTMENT OF COMMERCE, DIVISION OF COMMUNITY GRANT PROGRAMS
ON OR ABOUT MAY 2, 2011, FOR A COMMUNITY BLOCK DEVELOPMENT BLOCK**



**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; APRIL 18, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

GRANT (CDBG), HAMPTON COUNTY IS REQUESTING \$50,000 TO CARRY OUT THE FOLLOWING ACTIVITIES: THE PROGRAM IS DESIGNED TO DEVELOP THE CAPACITY OF CDBG ADMINISTRATORS TO EFFECTIVELY DETERMINE COMMUNITY NEEDS, SET LONG-TERM GOALS AND SHORT-TERM OBJECTIVES AND DEVELOP PLANS FOR CARRYING OUT EFFECTIVE STRATEGIES TO ADDRESS PRIORITY NEEDS. THE GRANT WILL BE USED TO PROVIDE CDBG PLANNING, CAPACITY BUILDING, PROJECT DEVELOPMENT AND TECHNICAL ASSISTANCE TO LOCAL GOVERNMENTS. THE FUNDS WILL ONLY BE USED IN THE STATE CDBG PROGRAM ELIGIBLE (NON-ENTITLEMENT) COMMUNITIES. THE TYPE OF SERVICES TO BE PROVIDED WILL ADDRESS AN ARRAY OF HOUSING, COMMUNITY DEVELOPMENT AND ECONOMIC DEVELOPMENT NEEDS:

Chairman Gray opened the public hearing to receive public comments regarding the public hearing concerning an application to be submitted to South Carolina Department of Commerce, Division of Community Grant Programs on or about May 2 2011, for a Community Block Development Block Grant (CDBG). Hampton County is requesting \$50,000 to carry out the following activities:

The program is designed to develop the capacity of CDBG Administrators to effectively determine community needs, set long-term goals and short-term objectives and develop plans for carrying out effective strategies to address priority needs. The grant will be used to provide CDBG planning, capacity building, project development and technical assistance to local governments. The funds will only be used in the state CDBG program eligible (non-entitlement) communities. The type of services to be provided will address an array of housing, community development and economic development needs.

There were no public comments. Chairman Gray closed the public hearing.

PUBLIC HEARING TO REVIEW PROGRAM PERFORMANCE AND ACCOMPLISHMENTS CONDUCTED UNDER A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT KNOWN AS THE 2009 REGIONAL PLANNING GRANT, CDBG #4-RP-09-010, WHEREIN THE FOLLOWING ACTIVITIES WERE UNDERTAKEN: THE ACTIVITIES WERE DESIGNED TO ASSIST LOCAL GOVERNMENTS IN DEVELOPING PLANS AND BUILDING PROJECT PLANNING AND MANAGEMENT CAPACITY. BY IMPLEMENTING THE ACTIVITIES, STAFF WILL BE ABLE TO EFFECTIVELY DETERMINE COMMUNITY NEEDS, LONG-TERM GOALS AND SHORT-TERM OBJECTIVES, AND DEVELOP PLANS FOR CARRYING OUT EFFECTIVE STRATEGIES TO ADDRESS COMMUNITY NEEDS:

Chairman Gray opened the public hearing to receive public comments regarding the public hearing to review program performance and accomplishments conducted under a Community Development Block Grant (CDBG) project known as the 2009 Regional Planning Grant, CDBG # 4-RP-09-010, wherein the following activities were undertaken: The activities were designed to assist local governments in developing plans and building project planning and management capacity. By implementing the activities, staff will be able to effectively determine community needs, long-term goals and short-term objectives, and develop plans for carrying out effective strategies to address

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; APRIL 18, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

community needs. There were no public comments. Chairman Gray closed the public hearing.

**PUBLIC HEARING REGARDING THIRD READING TO ORDINANCE #2011-001, AN
ORDINANCE TO TRANSFER A PARCEL TO COMPANY TWO AND TO RECEIVE A
PARCEL FROM COMPANY TWO:**

Chairman Gray opened the public hearing to receive public comments regarding the public hearing regarding Ordinance #2011-001, An Ordinance to Transfer a Parcel to Company Two and Receive a Parcel from Company Two. There were no public comments. Chairman Gray closed the public hearing.

**PUBLIC HEARING REGARDING THIRD READING TO ORDINANCE #2011-003,
AMENDING THE FIRE PROTECTION DISTRICT ORDINANCE:**

Chairman Gray opened the public hearing to receive public comments regarding the public hearing regarding Ordinance #2011-003, Amending the Fire Protection District Ordinance. There were no public comments. Chairman Gray closed the public hearing.

PUBLIC COMMENT(S)

There were no public comment(s).

APPROVAL OF MINUTES

The minutes were approved under the Consent Agenda.

PRESENTATION(S)

PRESENTATION OF CERTIFICATES OF APPOINTMENT(S):

Chairman Gray presented Certificates of Appointment to:

Hampton County Planning Commission

Winston A. Lawton, III

Hampton County Marketing and Tourism Advisory Board

Robert J. Brown

Henry A. Campbell

Sally S. Dobson

Terri Boone (Ad Hoc).

**MR. JOHN HENDERSON, SOUTH CAROLINA WORKERS' COMPENSATION TRUST,
PRESENTED THE SAFETY AWARD TO HAMPTON COUNTY:**

Mr. John Henderson, South Carolina Workers' Compensation Trust, came before council to present the Sustained Safety Award to Hampton County. Mr. Henderson stated that this is the second year that Hampton County has won this award and commended the county on its

**HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; APRIL 18, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC**

safety program.

APPOINTMENT(S) TO BOARDS AND COMMISSIONS

There were no appointment(s).

RESOLUTION(S)

There were no resolution(s).

ORDINANCE(S)

THIRD READING TO ORDINANCE #2011-001, AN ORDINANCE TO TRANSFER A PARCEL TO COMPANY TWO AND RECEIVE A PARCEL FROM COMPANY TWO:

Moved by Council Member Haulsee, seconded by Council Member Johnson, to give third reading to Ordinance #2011-001, An Ordinance to Transfer a Parcel to Company Two and Receive a Parcel from Company Two, contingent upon a clean title examination and to adopt the agreement between Company Two and Hampton County contingent upon a clean title examination. Motion carried unanimously.

PUBLIC HEARING REGARDING THIRD READING TO ORDINANCE #2011-003, AMENDING THE FIRE PROTECTION DISTRICT ORDINANCE:

Moved Council Member Haulsee, seconded by Council Member Phillips, to give third reading to Ordinance #2011-003, Amending the Fire Protection District Ordinance. Motion carried unanimously.

SECOND READING TO ORDINANCE #2011*005, AMENDMENT TO THE ROAD MAINTENANCE VEHICLE FEE ORDINANCE:

Moved by Council Member Phillips, seconded by Council Member Williams, to give second reading Ordinance #2011-005, Amendment to the Road Maintenance Vehicle Fee Ordinance. Motion Carried unanimously.

SECOND READING TO ORDINANCE #2011-001, 2011-2012 FISCAL BUDGET ORDINANCE:

Moved by Council Member Phillips, seconded by Council Member Haulsee, to give second reading to Ordinance #2011-004, 2011-2012 Fiscal Budget Ordinance. Motion carried unanimously.

FIRST READING BY TITLE ONLY TO ORDINANCE #2011-007, CONSENT TO RECORD COVENANTS:

Moved by Council Member Phillips, seconded by Council Member Haulsee, to give first reading by title only to Ordinance #2011-007, Consent to Record Covenants. Motion carried unanimously.

FIRST READING BY TITLE ONLY TO ORDINANCE #2011-008, CONSENT TO RECORD COVENANTS:

HAMPTON COUNTY COUNCIL'S MEETING MINUTES
MONDAY; APRIL 18, 2011; 6:00 P. M.
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST, HAMPTON, SC

Moved by Council Member Haulsee, seconded by Council Member Williams, to give first reading by title only to Ordinance #2011-008, Multi-County Park Agreement with Jasper County. Motion carried unanimously.

BID(S)

There were no bid(s).

COUNCIL'S BRIEFING(S)

CHAIRMAN'S UPDATE (CHAIRMAN GRAY):

Chairman Gray gave his update. (See Attachment #1)

COUNCIL'S DISCUSSION POINT(S):

There were no discussion point(s).

REPORTS TO COUNCIL

ADMINISTRATOR'S REPORT:

There was no report.

EXECUTIVE SESSION

EXECUTIVE SESSION MATTER(S) REGARDING ECONOMIC DEVELOPMENT:

Moved by Council Member Haulsee, seconded by Council Member Williams, to go into executive session to discuss economic development matter(s). Moved by Council Member Haulsee, seconded by Council Member Johnson, to come out of executive session. Motion carried unanimously. Chairman Gray reported out of executive session that council discussed economic development matter(s).

ADJOURNMENT

Moved by Council Member Johnson, seconded by Council Member Haulsee, to adjourn the meeting. Motion carried unanimously. Chairman Gray adjourned the meeting at 7:26 p. m.

STATE OF SOUTH CAROLINA)
) ORDINANCE # 2011-001
COUNTY OF HAMPTON)

ORDINANCE AUTHORIZING COUNTY OF HAMPTON TO CONVEY 3.000 ACRES OF LAND TO Q&J PROPERTIES, LLC IN EXCHANGE FOR THE RECEIPT OF 1.774 ACRES OF LAND ADJACENT TO THE HAMPTON COUNTY AIRPORT

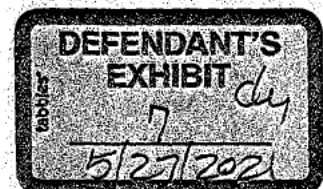
WHEREAS, the County of Hampton is the owner of a tract of land containing 3.000 acres located at the Hampton County Airport, Hampton County, South Carolina, more particularly described in Exhibit "A" as Parcel "B", which is adjacent to property owned by Q&J Properties, LLC; and

WHEREAS, Q&J Properties, LLC is the owner of a tract of land containing 1.774 acres located near the Hampton County Airport, Hampton County, South Carolina, more particularly described in Exhibit "A" as Parcel "A", which is adjacent to property owned by the County of Hampton; and

WHEREAS, Q&J Properties LLC is desirous of swapping the 1.774 acres tract of land, more particularly described in Exhibit "A" as Parcel "A", in exchange for the 3.000 acre tract of land, more particularly described in Exhibit "A" as Parcel "B" owned by the County of Hampton; and

WHEREAS, the Hampton County Council has determined it to be in the best interest of the citizens of Hampton County to swap the 3.000 acres, more particularly described in Exhibit "A" as Parcel "B" in exchange for the 1.774 acres, more particularly described in Exhibit "A" as Parcel "A", owned by Q&J Properties, LLC; and

NOW THEREFORE, BE IT RESOLVED, that the County of Hampton shall convey and is authorized to convey to Q&J Properties, LLC the 3.000 acres tract of land, more particularly described in Exhibit "A" as Parcel "B" in exchange for the 1.774 acres tract of land, more particularly described in Exhibit "A" as Parcel "A", owned by Q&J Properties, LLC and also County of Hampton agrees to grant to Q&J Properties, LLC a 35 foot wide easement in gross of a commercial nature, more particularly described in an Agreement dated the 18th day of April, 2011, across the property County of Hampton is receiving from Q&J Properties, LLC and across other property of County of Hampton as is more fully set forth in the Agreement; and

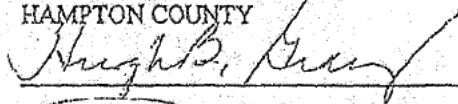


HAMPTON COUNTY 000031

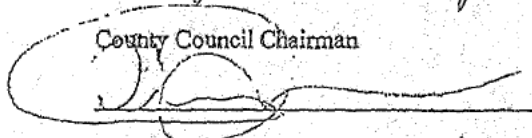
The County Administrator with the attestation of the Clerk to Council is authorized to sign any deed or other documents necessary to carry out the intent of this Ordinance.

NOW THEREFORE, IT IS SO ORDAINED.

HAMPTON COUNTY



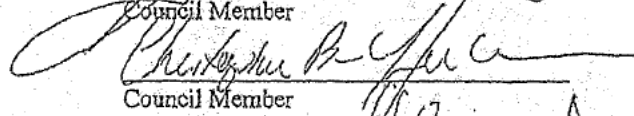
County Council Chairman



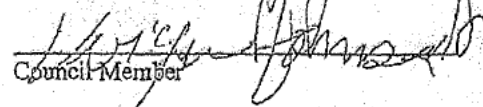
County Council Vice-Chairman



Council Member

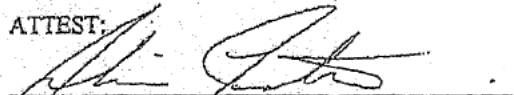


Council Member



Council Member

ATTEST:



Clerk to Hampton County Council

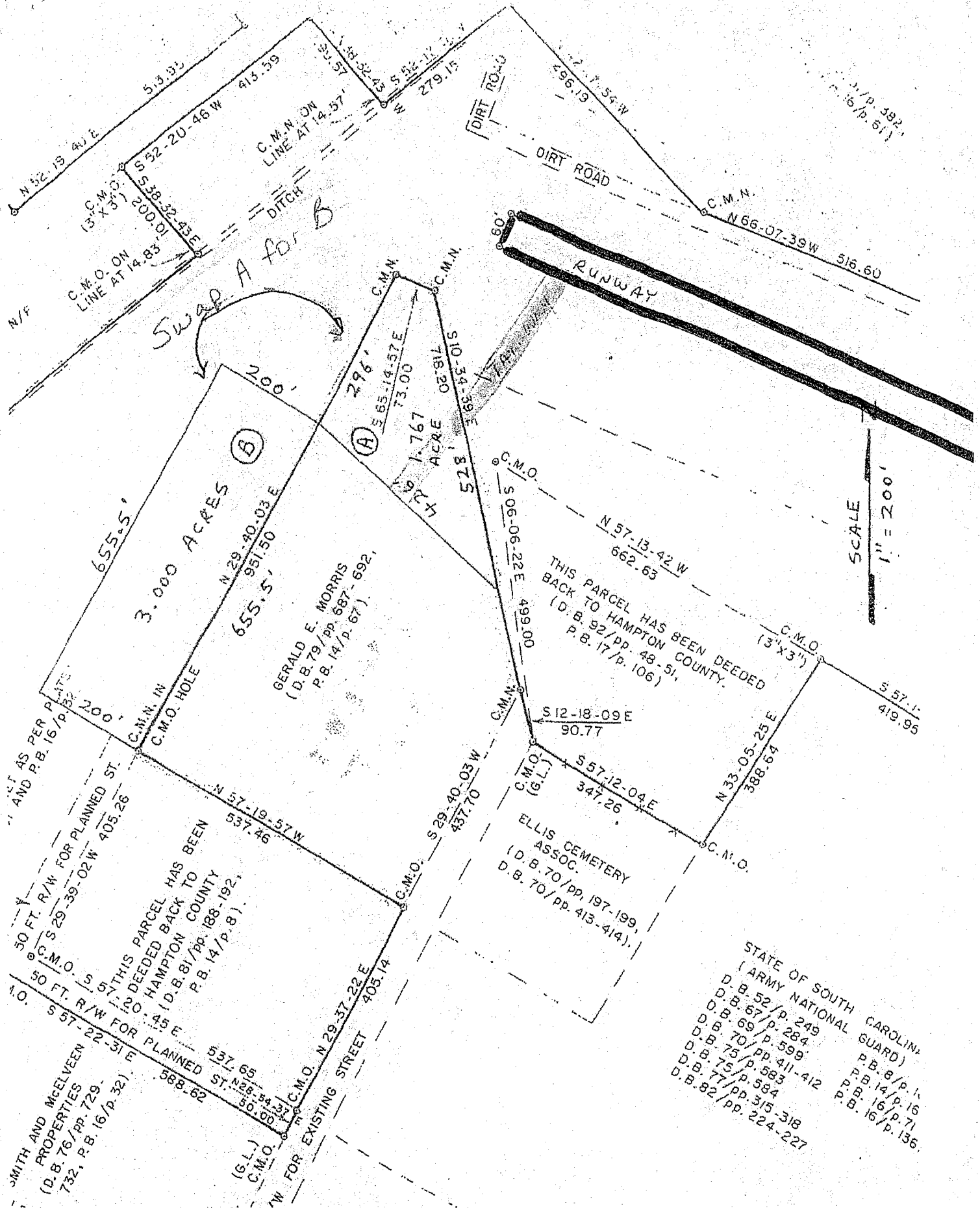
READINGS:

First Reading: 02/22/2011

Second Reading: 03/21/2011

Third Reading: 04/18/2011

Public Hearing: 04/18/2011



HAMPTON COUNTY COUNCIL MEETING

DATE: April 18, 2011

RECEIVED
BY: *[Signature]*

AGENDA ITEM: Third Reading – Ordinance # 2011-001

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION: In 2005, Hampton County committed to providing a taxi way to Company Two if they would locate here. In addition, Hampton County asked Company Two to swap land parcels with them so that Hampton could obtain land near the runway that is needed for FAA clearance. For various reasons, this transaction has never been done. Company Two is asking that the promise be fulfilled, the land parcels swapped and the taxiway be created.

POINTS TO CONSIDER:

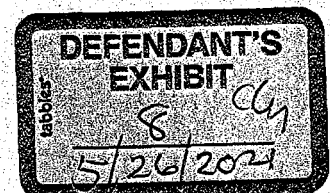
- Hampton County made this commitment in writing, and it needs to be honored.
- Since the commitment is to build a taxi way to Company Two's property line, the land parcels need to be swapped before the taxi way is created.
- Council is being asked to approve an Ordinance to transfer a parcel to Company Two and receive a parcel from Company Two (see sketch).
- The Hampton County attorney, Company Two and their attorney have developed a detailed agreement to finalize this arrangement. Council is being presented with and asked to approve the agreement under a separate agenda item.
- To insure continuation of eligibility for state funding for the airport, the agreement was developed in consultation with the SC Aeronautics Commission.
- The agreement will incorporate an allowance for future negotiations with Company Two if the Airport ever becomes eligible for federal funding.

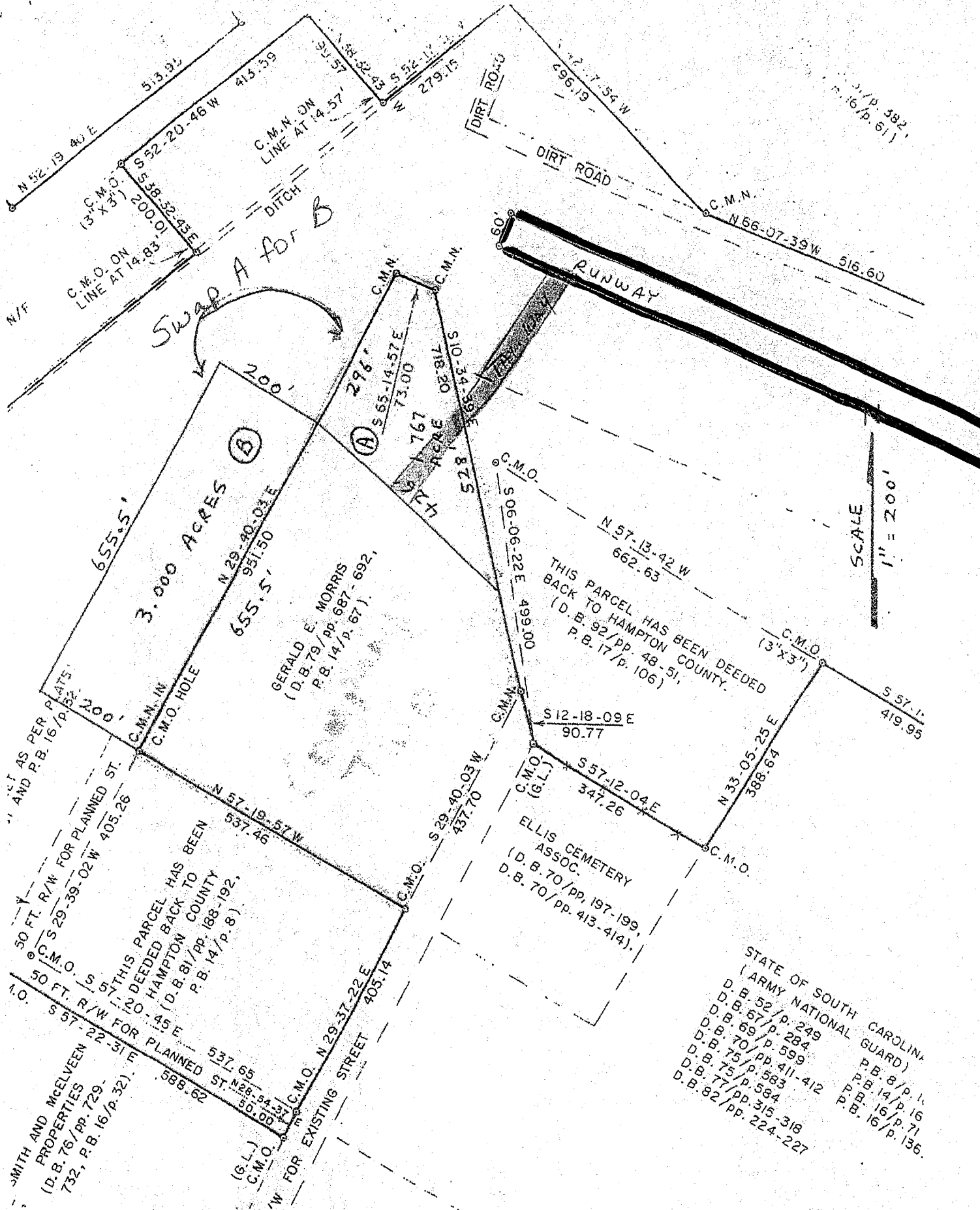
FINANCIAL IMPACT: Company Two has agreed to equally share the cost of the parcel survey needed for the land swap. The cost to Hampton County will be \$500 for ½ of the survey cost and will be paid for out of the Economic Development budget.

RECOMMENDATION: Approve Third Reading of Ordinance # 2011-001

ATTACHMENTS: 2005 Letter of Commitment and sketch depicting parcels to be swapped and approximate location of the taxi way

[Signature: Sandy Fowler]
Sandy Fowler
Economic Development Director





HAMPTON COUNTY COUNCIL MEETING

RECEIVED
BY: 

DATE: April 18, 2011

AGENDA ITEM: Agreement with Company Two

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION: In 2005, Hampton County committed to providing a taxi way to Company Two if they would locate here. In addition, Hampton County asked Company Two to swap land parcels with them so that Hampton could obtain land near the runway that is needed for FAA clearance. For various reasons, this transaction has never been done. Company Two is asking that the promise be fulfilled, the land parcels swapped and the taxiway be created.

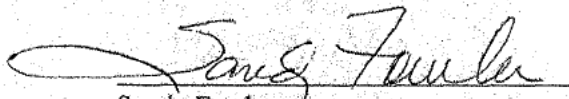
POINTS TO CONSIDER:

- Under a separate agenda item, Council is being asked to approve an Ordinance to transfer a parcel to Company Two and receive a parcel from Company Two.
- The Hampton County attorney, Company Two and their attorney have developed a detailed agreement that will finalize this arrangement (attached).
- To insure continuation of eligibility for state funding for the airport, the agreement was developed in consultation with the SC Aeronautics Commission.
- The agreement incorporates an allowance for future negotiations with Company Two if the Airport ever becomes eligible for federal funding.

FINANCIAL IMPACT: Hampton County will be responsible for clearing, rough grading and seeding the taxi way. This will be done and funded through Public Works. From there, Company Two will bear the total cost of maintenance and upkeep.

RECOMMENDATION: Approve the agreement

ATTACHMENTS: Agreement between Hampton County and Company Two

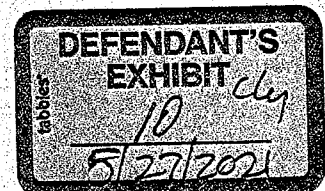

Sandy Fowler
Economic Development Director

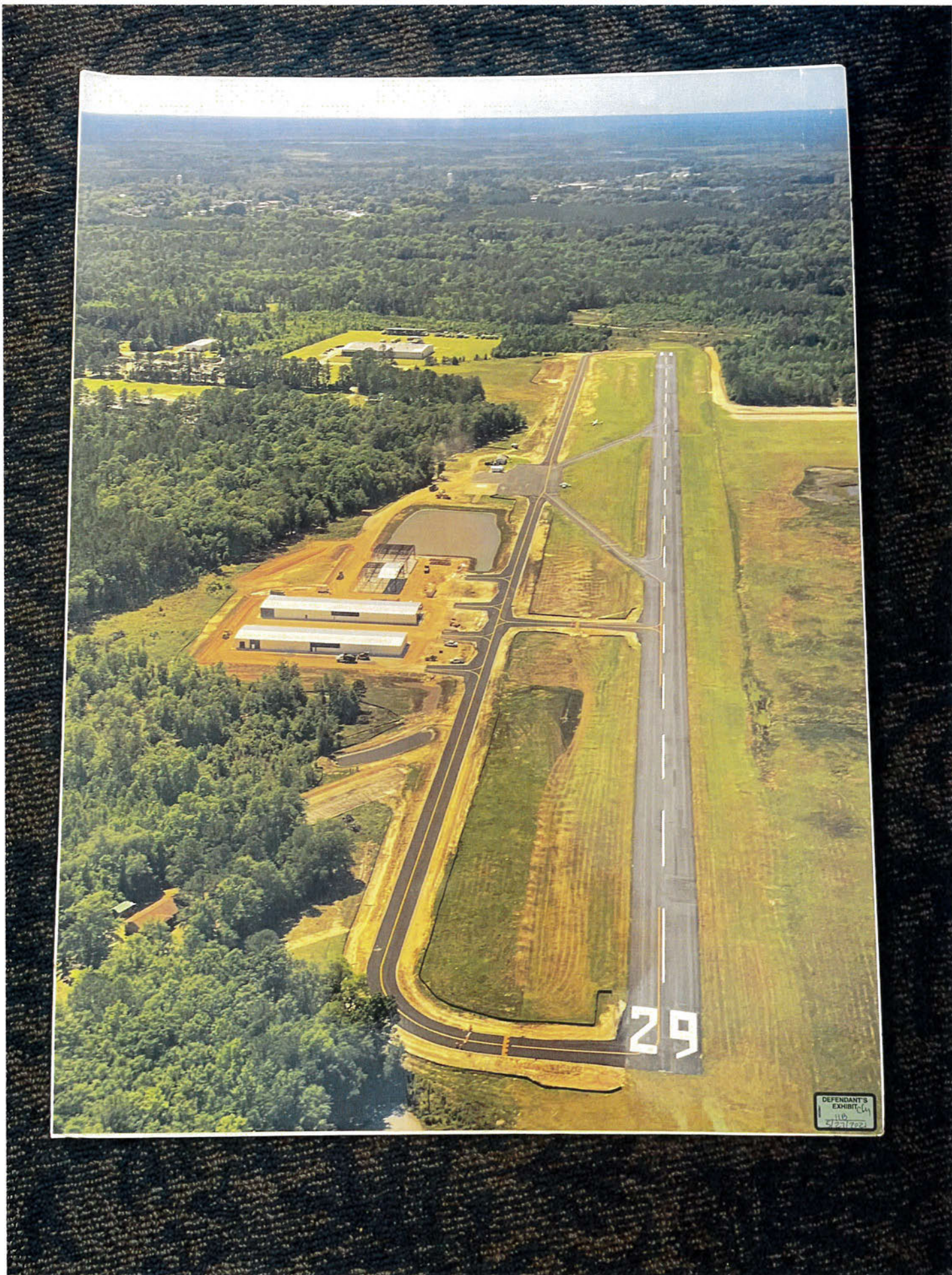


**HAMPTON COUNTY COUNCIL MEETING
COUNCIL CHAMBERS, B. T. DeLOACH BUILDING
201 JACKSON AVENUE, WEST
HAMPTON, SOUTH CAROLINA
APRIL 18, 2011
6:00 PM**

1. **CALL MEETING TO ORDER**
2. **INVOCATION / PLEDGE OF ALLEGIANCE**
 - 2.1 Invocation – Pastor Kevin Byrd, Chaplain, Hampton County
 - 2.2 Pledge of Allegiance
3. **ADOPTION OF AGENDA**
 - 3.1 Consent Agenda
 - 3.1.1 April 4, 2011 County Council's Meeting Minutes
 - 3.1.2 Litter Report
 - 3.2 April 18, 2011 County Council Meeting Agenda
4. **PUBLIC HEARING(S)**
 - 4.1 Lowcountry Council of Governments
 - 4.1.1 Lowcountry Home Consortium Consolidated Plan Public Hearing
 - 4.1.2 Concerning an application to be submitted to South Carolina Department of Commerce, Division of Community Grant Programs on or about May 2, 2011, for a Community Block Development Block Grant (CDBG). Hampton County is requesting \$50,000 to carry out the following activities:
 - The program is designed to develop the capacity of CDBG Administrators to effectively determine community needs, set long-term goals and short-term objectives and develop plans for carrying out effective strategies to address priority needs. The grant will be used to provide CDBG planning, capacity building, project development and technical assistance to local governments. The funds will only be used in the state CDBG program eligible (non-entitlement) communities. The type of services to be provided will address an array of housing, community development and economic development needs.
 - 4.1.3 To review program performance and accomplishments conducted under a Community Development Block Grant (CDBG) project known as the 2009 Regional Planning Grant, CDBG # 4-RP-09-010, wherein the following activities were undertaken: The activities were designed to assist local governments in developing plans and building project planning and management capacity. By implementing the activities, staff will be able to effectively determine community needs, long-term goals and short-term objectives, and develop plans for carrying out effective strategies to address community needs.
 - 4.2 Ordinance #2011-001, An Ordinance to Transfer a Parcel to Company Two and Receive a Parcel from Company Two
 - 4.3 Ordinance #2011-003, Amending the Fire Protection District Ordinance
5. **PUBLIC COMMENT(S)**
6. **APPROVAL OF MINUTES** – Listed under Consent Agenda.
7. **PRESENTATION(S)**
 - 7.1 Presentation of Certificates of Appointment(s)
 - 7.2 Mr. John Henderson, SC Workers' Compensation Trust, Safety Award to Hampton County
8. **APPOINTMENT(S)**
9. **RESOLUTION(S)** – No resolution(s) scheduled.
10. **ORDINANCE(S)**
 - 10.1 **THIRD READING OF ORDINANCE(S)**
 - 10.1.1 Ordinance #2011-001, An Ordinance to Transfer a Parcel to Company Two and Receive a Parcel from Company Two (Ms. Sandy Fowler, Executive Director, Hampton County Economic Development Commission)
 - 10.1.2 Ordinance 2011-003, Amending the Fire Protection District Ordinance
 - 10.2 **SECOND READING OF ORDINANCE(S)** -
 - 10.2.1 Ordinance #2011-005, Amendment to the Road Maintenance Vehicle Fee Ordinance
 - 10.2.1 Ordinance #2011-004, 2011-2012 Fiscal Budget Ordinance
 - 10.3 **FIRST READING OF ORDINANCE(S)**
 - 10.3.1 Ordinance #2011-008, Multi County Industrial Park Agreement with Jasper County
11. **BID(S)** – No bid(s) scheduled.
12. **COUNCIL BRIEFING(S)**
 - 12.1 Chairman's Update (Chairman Gray)
 - 12.2 Discussion Points (Council Members)
13. **REPORT(S) TO COUNCIL**
 - 13.1 **ADMINISTRATOR'S REPORT**
 - 13.1.1 Agreement with Company Two (Ms. Sandy Fowler, Executive Director, Hampton County Economic Development Commission)
14. **EXECUTIVE SESSION**
 - 14.1 Economic Develop Matter(s)
15. **ADJOURNMENT**

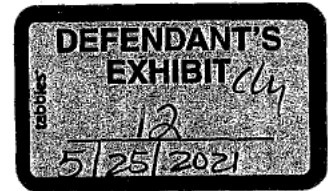
Hampton County Council's next meeting is scheduled for May 2, 2011.





DEFENDANT'S
EXHIBIT
110
5/27/22

STATE OF SOUTH CAROLINA)
) AGREEMENT
COUNTY OF HAMPTON)



THIS AGREEMENT made and entered into this 23rd day of June, 2011 by and between HAMPTON COUNTY, hereinafter HC and Q & J PROPERTIES, LLC d/b/a COMPANY TWO FIRE APPARATES, hereinafter Company Two.

WHEREAS, HC owns property which comprises the Hampton County Airport; and

WHEREAS, Company Two owns 1.767 acres, designated as Parcel A on the attached sketch, adjacent to the Hampton County Airport; and

WHEREAS, the property owned by Company Two is important to the future development of the runway at the Hampton County Airport; and

WHEREAS, HC owns 3.000 acres, designated as Parcel B on the attached sketch, on the Western side of the property currently owned by Company Two and HC is willing to swap this property for the 1.767 acres owned by Company Two which is adjacent to the Hampton County Airport; and

WHEREAS, in addition to the swap, HC will construct a taxiway for access by Company Two to the paved runway owned by Hampton County and operated by the Hampton County Airport Commission; and

NOW THEREFORE, for and in consideration of Ten and no/100 (\$10.00) Dollars and the terms and conditions imposed upon each party herein, the parties agree as follows, to-wit:

1. HC the owner of Parcel B, containing approximately 3.000 acres will convey said property to Company Two which is adjacent to other property of Company Two and in exchange Company Two will convey to HC Parcel A containing approximately 1.767 acres.

2. The parties shall immediately cause title to the real estate to be examined. Should any defects be found the party discovering the defect in the property to be acquired by that party shall promptly notify the other party to remove or cure the liens, encumbrances, or other defects of title within thirty (30) days following notification. In the event of disagreement as to the defects to title, the judgment of First American Title Insurance Company as evidenced by its willingness or refusal to issue at its regular rates an owner's title insurance policy insuring the fee simple interest of the party in the real estate, without exception other than those exceptions specifically described herein, if any, and those standard exceptions contained in ALTA 2006,

shall be conclusive and binding upon the parties. The party whose property is subject to the lien, defect, or encumbrance shall bear all costs of curing the defects to title other than the premium charged by said title insurance company to issue said policy of title insurance. In the event such defects cannot be cured, the parties shall have the option of accepting such title as can be conveyed or cancelling or terminating this Agreement.

3. HC and Company Two covenant that they have good title to the premises and have full right and authority to execute this Agreement for the term and upon the conditions herein contained.

4. The parties shall convey said real estate by good and sufficient recordable General Warranty Deed which will vest in the other party fee simple absolute title, free and clear of all liens or other encumbrances.

5. HC will clear, rough grade and initially grass a taxiway from Parcel B to the paved runway of the Hampton County Airport, and shall grant Company Two an easement in gross of a commercial nature for the sole and exclusive use of the taxiway by Company Two and its heirs, successors, and assigns. After completion of the establishment of the taxiway, responsibility for the maintenance and upkeep for the taxiway shall be that of Company Two, its heirs, successors, and assigns, exclusively, including any enhancement to the taxiway. Provided, any enhancement to the taxiway beyond that initially established shall require prior written approval by Hampton County.

6. a) Company Two shall indemnify HC against all liabilities, expenses, and losses incurred by HC, regarding the maintenance and use of the taxiway easement area, as a result of:

i) Company Two's failure to perform any of its obligations;

ii) any accident, injury or damage happening in or about the premises or appurtenances, or resulting from the condition, maintenance, or operation of the premises; or

iii) failure to comply with any governmental requirements including, but not limited to government requirements related to the maintenance of the environment.

b) Company Two hereby agrees to defend, indemnify and hold harmless HC, its employees, agents, administrators and committee members (collectively, the "indemnified

parties”), from and against any claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, attorney and court costs and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

i) the presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the taxiway easement area;

ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the taxiway easement area;

iii) any lawsuit authority relating to such hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the taxiway easement area, agrees, upon written notice and request delivered to Lessee by an indemnified party, to contest or defend any demand, claim, suit, proceeding or action with respect to which Lessee has herein indemnified and held the indemnified parties harmless and to bear all costs and expenses of such contest or defense.

Company Two will reimburse any indemnified party upon demand for any costs or expenses incurred by any indemnified party in connection with any matters with respect to which Company Two has herein indemnified and held the indemnified parties harmless. The provisions of this paragraph shall be in addition to any other obligations and liabilities Company Two may have to HC at common law, in equity or under the provisions of this Agreement.

7. Company Two understands and agrees that from time to time Hampton County has attempted to become eligible for federal funding for upgrades and improvements to the Hampton County Airport. Company Two agrees that Hampton County has the right to renegotiate the easement agreement, including relocation of same, if and when Hampton County Airport becomes eligible for Federal Aviation Administration Funds. This right shall survive the closing and transfer of property between Hampton County and Company Two. Any modification of the runway as a result of this provision shall be at the sole cost and expense of Hampton County, and nothing herein shall be construed as granting Hampton County the right to terminate

or materially modify the rights granted to Company Two, its successors and assigns, under the terms of this agreement. The parties hereby stipulate that the relocation of the easement area will not constitute a material modification of the rights granted hereunder, provided that the relocated easement area provides the same or essentially the same access to the airport runway as the original location.

8. The conveyance of the land to complete the land swap and completion of the grass taxiway will be completed no later than June 30, 2011.

9. The property shown on the attached sketch and to be swapped by the parties, together with the location of the taxiway and easement area, shall be surveyed by a SC registered land surveyor, and HC and Company Two will equally divide the cost of the new survey.

10. Company Two understands that HC may in the future operate an aircraft fueling service or hangar service from its adjoining property known as the Hampton County Airport. In the event that HC does establish one of these businesses on its adjoining property in the future, then, upon 120 days' notice, Company Two will cease and desist from operating any competing business from its property. Company Two will not open any competing business from its property so long as HC continues to operate an aircraft fueling service or hangar service on the adjoining property known as the Hampton County Airport. Other than this non-compete provision, nothing contained within this agreement shall be construed or interpreted to prevent Company Two from operating any lawful business on its premises.

11. This Contract contains the entire understanding and agreement between the parties. It shall not be modified or amended in any way except by a written instrument executed by both parties.

12. This Contract shall be binding upon and shall inure to the benefit of each party hereto and their heirs, executors, administrators, successors and assigns.

13. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

14. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This

Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumptions or other rule regarding and construction against the person or entity preparing the Agreement or any part thereof.

15. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, Act of God, riots, insurrection, or war, then the performance of such act shall be excused for that period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse either party from the prompt payment of monies required by the terms of this Agreement.

16. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.

-REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

Signed, Sealed and Delivered:

HAMPTON COUNTY

James Fowler
James Lamprecht
STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

BY Sabrina P. Graham
Its Administrator

I do hereby certify that HAMPTON COUNTY by SABRINA GRAHAM its ADMINISTRATOR personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of JUNE, 2011.

Ann F. Schroyer (Seal)
Notary Public for
My Commission Expires: FEB 3, 2021

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

Q & J PROPERTIES, LLC D/B/A

COMPANY TWO FIRE APPARATES

Alice B. Hazel
Alison H. Tucker

By Quincy Jones
QUINCY JONES
Its President

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

I do hereby certify that Q & J PROPERTIES, LLC D/B/A COMPANY TWO FIRE APPARATES by QUINCY JONES its Quincy Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of June, 2011.

Alice B. Hazel (Seal)
Notary Public for South Carolina
My Commission Expires: August 18, 2017



Page 7 of 7

000033

ASSESSOR'S OFFICE

TV 2015-0141
Date 3-9-15 Clerk W.B.

201500000376
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES, COUNTY CLERK
03-06-2015 At 01:16 pm.
D-DEED 10.00
Book 415 Page 298 - 300

RECORDED THIS 9th DAY
OF March 2015
IN BOOK 7 PAGE 54
Jeresa Hill Williams
AUDITOR HAMPTON COUNTY, S.C.

201500000376
ANDERSON & BROWN

Instrument Book Page
201500000376 415 298

Space above this line for recording information only

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

TITLE TO REAL ESTATE
(General Warranty Deed)

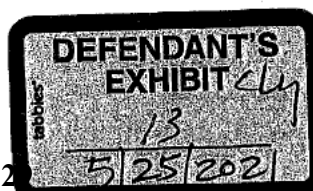
KNOW ALL MEN BY THESE PRESENTS, That **Q&J PROPERTIES, LLC**, a South Carolina limited liability company, hereinafter referred to as GRANTOR, in the State aforesaid, County aforesaid, in consideration of the sum of FIVE AND NO/100 (\$5.00) DOLLARS, to him/her/them/it paid at and before the sealing of these presents by **COUNTY OF HAMPTON**, a body politic, hereinafter referred to as GRANTEE, in the State aforesaid, (the receipt of which is hereby acknowledged), has/have granted, bargained, sold and released, and by these presents do/does grant, bargain, sell and release, subject to all easements, covenants, conditions, and restrictions of record and subject to any easements, covenants, conditions, and restrictions contained within this instrument, unto the said GRANTEE, his/her/its/their Heirs and Assigns, forever, in fee simple, the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Hampton, State of South Carolina, containing 1.774 acres in the aggregate, more or shown as Parcel A 1.286 acres; Parcel A 0.147 Acre, and Parcel A 0.341 acre on a plat prepared for Q & J Properties, LLC and Hampton County by C. Lawton Maner, R.L.S. # 8370 dated January 26, 2011 and recorded in the office of the Clerk of Court for Hampton County in Plat Book 156 at page 5. This plat is incorporated into and made a part of this description by reference. For further description as to course, distances, metes, and bounds reference is made to the plat.

This is a portion of the property conveyed to Q & J Properties, LLC by deed of Susan M. Sherry and Elizabeth M. Pinckney dated October 17, 2005 and recorded October 24, 2005 in the office of the Clerk of Court for Hampton County, South Carolina in Deed Book 306 at pages 146-149.

1

201500000376 EXEMPT
MYLINDA NETTLES
COUNTY CLERK
HAMPTON COUNTY SC
03-06-2015 01:16 pm.
REC FEE: 10.00
000045



TMS# 119-14-03-002

**Grantee's Address: 200 Jackson Avenue East
Hampton, South Carolina 29924**

**PREPARED BY ANDERSON AND BROWN, LLC
P.O. BOX 576, HAMPTON, SOUTH CAROLINA 29924**

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, subject to all easements, covenants, conditions, and restrictions of record and subject to any easements, covenants, conditions, and restrictions contained within this instrument, unto the said GRANTEE, his/her/its/their Heirs and Assigns, forever, in fee simple.

AND GRANTOR do/does hereby bind himself/herself/itself/themselves and his/her/its/their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said GRANTEE, as hereinabove provided against himself/herself/itself/themselves and his/her/its/their Heirs and any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

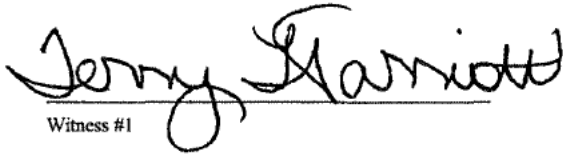
Any reference in this instrument to the singular shall include the plural, vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the Gender of the Grantee.

IN WITNESS whereof the Grantor has set his/her/its/their hand and seal this 22nd day of

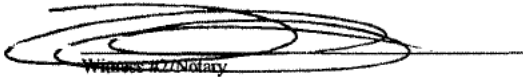
December in the Year of our Lord two thousand and fourteen.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Q & J PROPERTIES, LLC


Witness #1

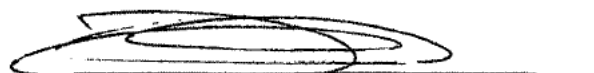

By: I. Quincy Jones
Its: Manager


Witness #2/Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of December, 2014 by
I. QUINCY JONES as Manager of **Q & J PROPERTIES, LLC**, a South Carolina limited liability
company on behalf of the company.


Notary Public of South Carolina
My Commission Expires: 4-19-17

ASSESSOR'S OFFICE

TN 2015-0140
Date 3-9-15 Clerk WCB

201500000375
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES, COUNTY CLERK
03-06-2015 At 01:16 pm.
D-DEED 10.00
Book 415 Page 294 - 297

RECORDED THIS 9th DAY
OF March 2015
IN BOOK 7 PAGE 295
Leresa Hill Williams
AUDITOR HAMPTON COUNTY, S.C.

201500000375
ANDERSON & BROWN

Instrument Book Page
201500000375 415 294

Space above this line for recording information only

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

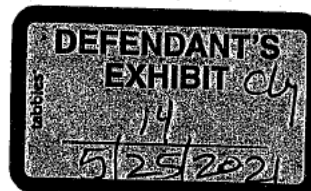
TITLE TO REAL ESTATE
(General Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, That **COUNTY OF HAMPTON**, hereinafter referred to as GRANTOR, in the State aforesaid, County aforesaid, in consideration of the sum of FIVE AND NO/100 (\$5.00) DOLLARS, to him/her/them/it paid at and before the sealing of these presents by **Q&J PROPERTIES, LLC**, a South Carolina limited liability company, hereinafter referred to as GRANTEE, in the State aforesaid, (the receipt of which is hereby acknowledged), has/have granted, bargained, sold and released, and by these presents do/does grant, bargain, sell and release, subject to all easements, covenants, conditions, and restrictions of record and subject to any easements, covenants, conditions, and restrictions contained within this instrument, unto the said GRANTEE, his/her/its/their Heirs and Assigns, forever, in fee simple, the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Hampton, State of South Carolina, containing 3.000 acres, more or less as shown as Parcel "B" on a plat prepared for Q & J Properties, LLC and Hampton County by C. Lawton Maner, R.L.S. # 8370 dated January 26, 2011 and recorded in the office of the Clerk of Court for Hampton County in Plat Book 156 at page 5. This plat is incorporated into and made a part of this description by reference. For further description as to course, distances, metes, and bounds reference is made to the plat.

This being a of portion of the property conveyed to County of Hampton by deed of Isaac A. Connor dated July 6, 1901 and recorded July 22, 1901 in the office of the Clerk of Court for Hampton County, South Carolina in Deed Book 12 at page 55.

1



201500000375 EXEMPT
MYLINDA NETTLES
COUNTY CLERK
HAMPTON COUNTY SC
03-06-2015 01:16 pm.
REC FEE: 10.00

000023

TMS# 136-00-00-104 pt. of

**Grantee's Address: 337 Loundes Lake Road
Varnville, South Carolina 29944**

**PREPARED BY ANDERSON AND BROWN, LLC
P.O. BOX 576, HAMPTON, SOUTH CAROLINA 29924**

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, subject to all easements, covenants, conditions, and restrictions of record and subject to any easements, covenants, conditions, and restrictions contained within this instrument, unto the said GRANTEE, his/her/its/their Heirs and Assigns, forever, in fee simple.

AND GRANTOR do/does hereby bind himself/herself/itself/themselves and his/her/its/their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said GRANTEE, as hereinabove provided against himself/herself/itself/themselves and his/her/its/their Heirs and any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the Gender of the Grantee.

- REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed of Real Property to be executed as of the day and year first above written. March 6, 2015

COUNTY OF HAMPTON, SOUTH
CAROLINA

Thom W. Ewing
Witness

By: Sabrina P. Graham
Its: Administrator

Christine James
Witness

ATTEST:

By: [Signature]
Its: Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named **COUNTY OF HAMPTON, SOUTH CAROLINA**, by Sabrina P. Graham, Administrator, as attested by Aline Newton, Clerk to Council, sign, seal and as its act and deed, deliver the within written instrument, and that (s)he with the other witness witnessed the execution thereof.

Christopher C. [Signature]
(WITNESS)

SWORN TO before me this 17
February, 2015
Day of December 2014

Candis K. Blanton [SEAL]
Notary Public for South Carolina
My commission expires July 2, 2017

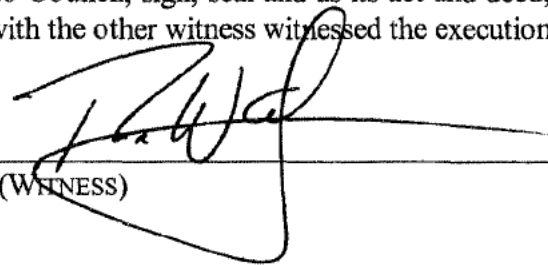


STATE OF SOUTH CAROLINA)

COUNTY OF HAMPTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named **COUNTY OF HAMPTON, SOUTH CAROLINA**, by Sabrena P. Graham, Administrator, as attested by Aline Newton, Clerk to Council, sign, seal and as its act and deed, deliver the within written instrument, and that (s)he with the other witness witnessed the execution thereof.


(WITNESS)

SWORN TO before me this 6th

Day of March, 2015.

Crystal Evans [SEAL]

Notary Public for South Carolina

My commission expires 05-03-2023

RECORDED THIS 9th DAY
OF March 2015
IN BOOK 7 PAGE 64
Veressa Hill Williams
AUDITOR HAMPTON COUNTY, S.C.

ASSESSOR'S OFFICE

TN 2015-0142 & 0143
Date 3-4-15 Clerk RB

201500000377
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES, COUNTY CLERK
03-06-2015 At 01:16 pm.
D-EASEMENT 13.00
Book 415 Page 301 - 307

Instrument Book Page
201500000377 415 301

Space above this line for recording information only

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** (this "Agreement") is made as of the 23rd day of December, 2014 by and between **COUNTY OF HAMPTON ("Grantor")**, and **Q & J PROPERTIES, LLC ("Grantee")**, and, together with Grantor, the "Parties" or individually, a "Party").

WITNESSETH:

WHEREAS, Grantor is acquiring from Grantee the real property situated in Hampton County, South Carolina, and described on Exhibit A attached hereto (the "Grantor Property") and Grantee is the owner of the adjoining real property situated in Hampton County, South Carolina, and described on Exhibit B attached hereto (the "Grantee Property"; the Grantor Property and the Grantee Property are sometimes referred to collectively as the "Tracts" and individually as a "Tract"); and

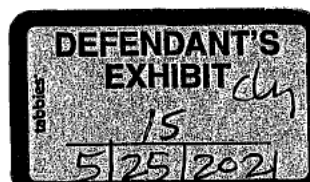
WHEREAS, as partial consideration for the acquisition of the Grantor Property, Grantor agreed to grant to Grantee an easement in gross of a commercial character for the purpose of vehicular and airplane taxi access to and from the Hampton County Airport runway from the Grantee property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, along with the mutual covenants and agreements contained herein, the Parties covenant and agree as follows:

1. Incorporation of Recitals. The Parties acknowledge that the foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Access Easement. Grantor hereby grants, bargains, sells and releases unto Grantee and its guests, customers, tenants, invitees, permittees, agents, representatives, heirs and assigns, for the benefit of Grantee and the Grantee Property, a permanent, transferrable easement in gross of a commercial character (the "Access Easement") on, over and across the Grantor Property and other property of Grantor between the Grantor property and the Hampton County Airport Runway, for vehicular, airplane taxi, and pedestrian ingress and egress on, over and across the Easement Area. The Easement Area is more fully shown and described on that certain plat prepared by C. Lawton Maner, RLS dated January 26, 2011 as being thirty five (35') feet in width and is more particularly described and shown therein as "Parcel A 0.147 acre" and "Easement # 1 - 35' wide Easement to Runway 0.247 acre", (the "Easement Area"). Grantee shall have no other rights in and to any other portion of the Grantor Property except the Easement Area as defined herein. The Easement Area shall be for the use of the Grantee and its guests, customers, tenants, invitees, permittees, agents, representatives, heirs and assigns.

201500000377
ANDERSON & BROWN



000005

3. Easement in Gross of a Commercial Character. The Access Easement shall be an easement in gross of a commercial character and shall run for perpetuity unless otherwise cancelled or terminated. This easement shall be fully transferrable, and shall be enforceable by the Grantee and its heirs, successors, and assigns.

4. No Impediments. No barriers, impediments or obstructions of any kind shall be erected, built or placed within the Easement Area which may impede or hinder the free flow of traffic through the Easement Area. Any trees or other impediments currently within the easement area at the time of the signing of this agreement may be removed by Grantee at Grantee's sole expense.

5. Indemnification. The Parties shall each indemnify, defend and hold the other harmless from any claim, loss, or liability arising out of the use of the easement or related to any default or violation of this Agreement by the indemnifying Party or its associated tenants, customers, licensees or permittees. This Section shall not apply to the extent the liability is covered by an applicable insurance policy.

6. Attorneys' Fees. In the event that any party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to its court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

7. Amendment. This Agreement may be modified or amended, in whole or in part, only by the written consent of all owners of the Tracts evidenced by a document that has been fully executed and acknowledged and recorded in the Clerk of Court's Office for Hampton County, South Carolina.

8. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

9. Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumptions or other rule regarding and construction against the person or entity preparing the Agreement or any part thereof.

10. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, Act of God, riots, insurrection, or war, then the performance of such act shall be excused for that period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse either party from the prompt payment of monies required by the terms of this Agreement.

11. Governing Law. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. Integration. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the Parties. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the Agreement will be merged herein.

13. Notice. Any notices given pursuant to this Agreement shall be in writing, and shall be personally delivered or deposited in the United States certified mail, postage prepaid, return receipt requested, at the following addresses:

Grantor:

County of Hampton
200 Jackson Avenue East
Hampton, SC 29924

Grantee:

Q & J Properties, LLC
337 Loundes Lake Road
Varnville, SC 29944

Upon the conveyance of any Tract by a Party or by any successor Party, the notice address for the new owner or lessee shall be deemed to be the address provided to the Hampton County Tax Assessor's Office for the purpose of the mailing of ad valorem real property tax notices. Any Party may change its notice address by providing a notice to the other Party in compliance with the terms of this Section and by recording a notice describing this Agreement and changing its address for notice with the Hampton County real estate recording office.

14. Successors and Assigns. The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors and assigns.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement.

16. Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. As used herein, the term "business day" shall mean any day which is not a Saturday, Sunday or legal holiday.

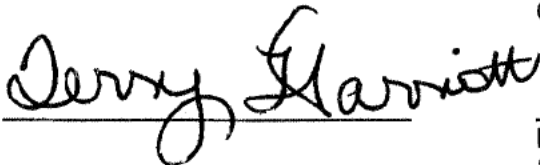
- REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK -

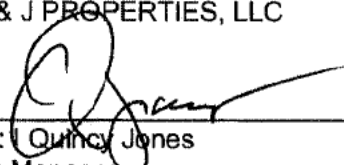
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESSES:

GRANTEE:

Q & J PROPERTIES, LLC




By: Quincy Jones
Its: Manager



STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF HAMPTON)

The foregoing instrument was acknowledged before me this 22nd day of December, 2014, by I. QUINCY JONES as the Manager of **Q & J PROPERTIES, LLC**, a South Carolina limited liability company on behalf of the company.



Notary Public for South Carolina

My Commission Expires: 4-18-17

[AFFIX SEAL]

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESSES:

Tha W. Euf
Christine James

GRANTOR:

COUNTY OF HAMPTON

Sabrina P. Graham
By: Sabrina P. Graham
Its: Administrator

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

)
) **ACKNOWLEDGMENT**
)

The foregoing instrument was acknowledged before me this 23 day of December, 2014, by COUNTY OF HAMPTON by SABRENA P. GRAHAM as its administrator.

Audrey L. Sauls
Notary Public for South Carolina
My Commission Expires: 10/9/2024

[AFFIX SEAL]

EXHIBIT A

DESCRIPTION OF GRANTOR PROPERTY

All that certain piece, parcel or lot of land, situate, lying and being in the County of Hampton, State of South Carolina, containing 0.147 acre and shown as "Parcel A 0.147 acre 35' Wide Easement" on a plat prepared for Q & J Properties, LLC and Hampton County by C. Lawton Maner, R.L.S. # 8370 dated January 26, 2011 and recorded in the office of the Clerk of Court for Hampton County in Plat Book 156 at page 5. This plat is incorporated into and made a part of this description by reference. For further description as to course, distances, metes, and bounds reference is made to the plat.

This is the same property conveyed to County of Hampton by deed of Q & J Properties, LLC to be recorded simultaneously herewith.

ALSO

All that certain piece, parcel or lot of land, situate, lying and being in the County of Hampton, State of South Carolina, containing 0.247 acre and shown as "35' Wide Easement to Runway - 0.247 acre" on a plat prepared for Q & J Properties, LLC and Hampton County by C. Lawton Maner, R.L.S. # 8370 dated January 26, 2011 and recorded in the office of the Clerk of Court for Hampton County in Plat Book 156 at page 5. This plat is incorporated into and made a part of this description by reference. For further description as to course, distances, metes, and bounds reference is made to the plat.

This being a of portion of the property conveyed to County of Hampton by deed of Isaac A. Connor dated July 6, 1901 and recorded July 22, 1901 in the office of the Clerk of Court for Hampton County, South Carolina in Deed Book 12 at page 55.

#119-14-03-002

EXHIBIT B
DESCRIPTION OF GRANTEE PROPERTY

PARCEL I

All that certain piece, parcel or tract of land located approximately 500 feet Northwest of the Varnville Town Limits in Hampton County, South Carolina, containing 9.05 acres as shown on a plat by Ralph J. Johnson, RLS, dated November 27, 1976. Said tract of land measured and bounded according to said plat as follows, to-wit: On the Northeast for a distance of seventy three (73') feet by lands of County of Hampton; on the East by a dirt road for a distance of seven hundred eighteen and 2/10's (718.2') feet; on the Southeast by a planned street for a distance of four hundred thirty seven and 7/10's (437.7') feet; on the Southwest by lands of Hampton Tool and Die, Inc., for a distance of five hundred thirty seven and 7/10's (537.78') feet; and, on the Northwest by lands of Hampton County for a distance of nine hundred fifty-one and 5/10's (951.5') feet. The above mentioned plat is recorded in Plat Book 14, Page 67.

This is the same property conveyed to Q & J Properties, LLC by deed of Susan M. Sherry and Elizabeth M. Pinckney dated October 17, 2005 and recorded October 24, 2005 in the office of the Clerk of Court for Hampton County, South Carolina in Deed Book 306 at pages 146-149.

TMS# 119-14-03-002

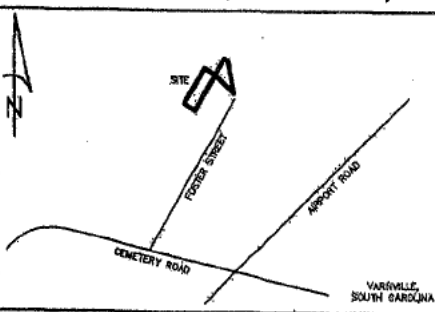
PARCEL II

All that certain piece, parcel or lot of land, situate, lying and being in the County of Hampton, State of South Carolina, containing 3.000 acres, more or less as shown as Parcel "B" on a plat prepared for Q & J Properties, LLC and Hampton County by C. Lawton Maner, R.L.S. # 8370 dated January 26, 2011 and recorded in the office of the Clerk of Court for Hampton County in Plat Book 156 at page 5. This plat is incorporated into and made a part of this description by reference. For further description as to course, distances, metes, and bounds reference is made to the plat.

TMS# 136-00-00-104 part of

This is the same property conveyed to Q & J Properties, LLC by deed of County of Hampton to be recorded simultaneously herewith.

LOCATION MAP (NOT TO SCALE)



LEGEND

CMN=CONCRETE MONUMENT, NEW (SET ON THIS DATE)
CMO=CONCRETE MONUMENT, OLD (FOUND ON THIS DATE)
DB=DEED BOOK
PB=PLAT BOOK
NTS=NOT TO SCALE
R/W=RIGHT-OF-WAY
N/F=NOW OR FORMERLY (OWNERSHIP)
OH=OVERHEAD POWERLINE
RBS=REBAR, SET (5/8") ON THIS DATE
RBF=REBAR, FOUND ON THIS DATE
IP=IRON PIPE, FOUND ON THIS DATE

RUNWAY
HAMPTON COUNTY AIRPORT

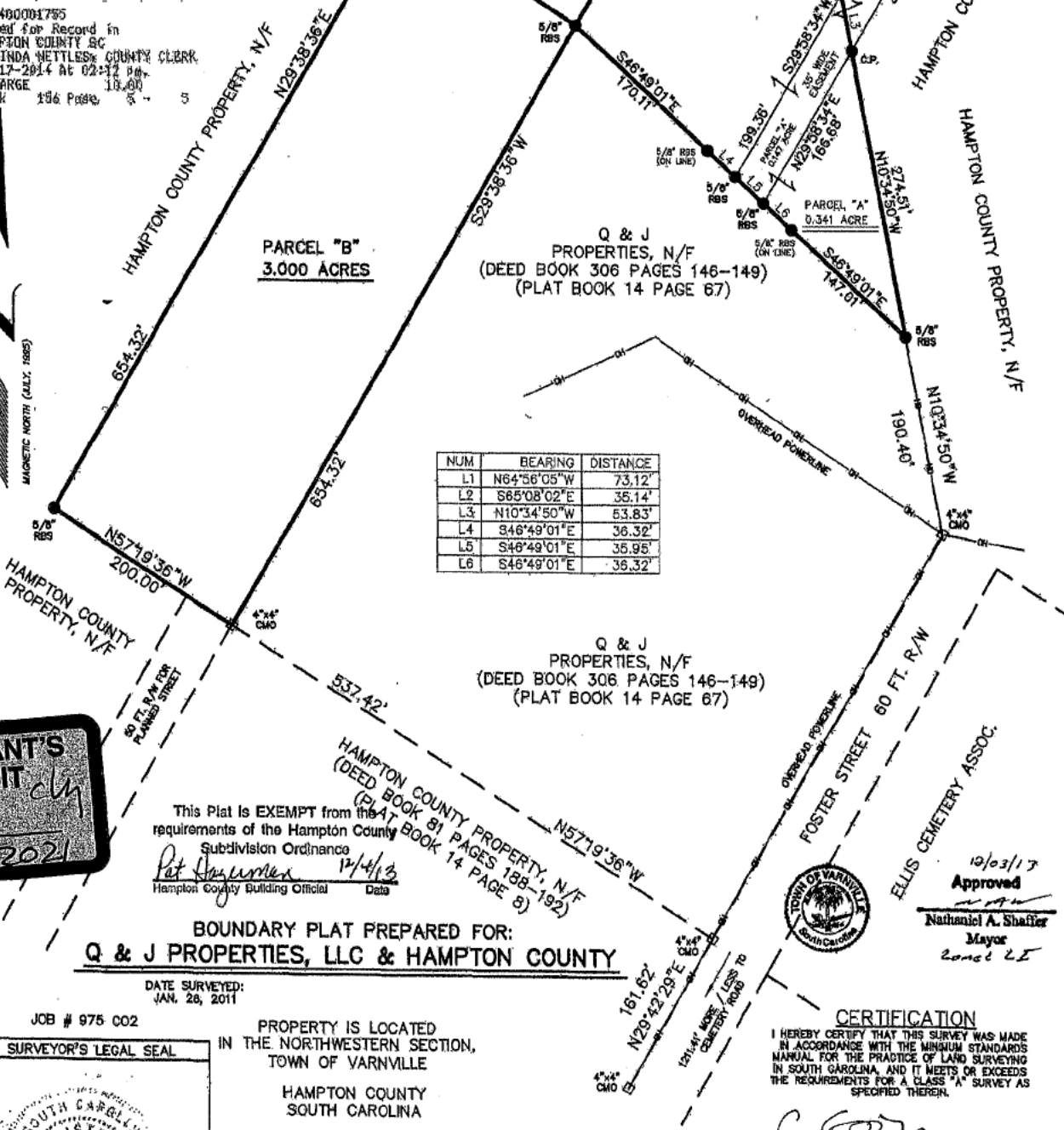
REFERENCES:

PLAT BOOK 14 PAGE 67
DEED BOOK 306 PAGES 146-149
TAX MAP # 119-14-03-02

NOTE:
EASEMENT TO RUNWAY - EASEMENT # 1
0.394 ACRE - TOTAL AREA

NOTE:
PARCEL "A" = 1.774 ACRES - TOTAL AREA

201400001795
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES COUNTY CLERK
13-17-2014 At 02:12 PM
P-LARGE 10.00
Book 156 Page 5



DEFENDANT'S
EXHIBIT

16
5/25/2021

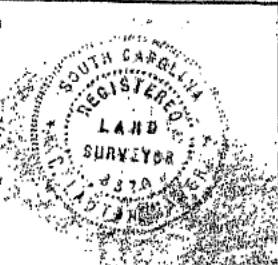
This Plat is EXEMPT from the
requirements of the Hampton County
Subdivision Ordinance
Pat. [Signature]
Hampton County Building Official Date 12/4/13

BOUNDARY PLAT PREPARED FOR:
Q & J PROPERTIES, LLC & HAMPTON COUNTY

DATE SURVEYED:
JAN. 28, 2011

JOB # 975 C02

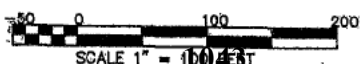
SURVEYOR'S LEGAL SEAL



PROPERTY IS LOCATED
IN THE NORTHWESTERN SECTION,
TOWN OF VARNVILLE
HAMPTON COUNTY
SOUTH CAROLINA

REVISED DATES:

OCTOBER 5, 2012 - EASEMENT ADDED
NOVEMBER 22, 2013 - EASEMENT WIDTH CHANGED TO 35' WIDE



CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
IN ACCORDANCE WITH THE MINIMUM STANDARDS
MANUAL FOR THE PRACTICE OF LAND SURVEYING
IN SOUTH CAROLINA, AND IT MEETS OR EXCEEDS
THE REQUIREMENTS FOR A CLASS "A" SURVEY AS
SPECIFIED THEREIN.

C. Lawton Maner, R.L.S.
SO REGISTERED LAND SURVEYOR #8370

C. LAWTON MANER, R.L.S.
205 SECOND STREET EAST
HAMPTON SC, 29924
803-943-2366



Hampton County Economic Development Commission

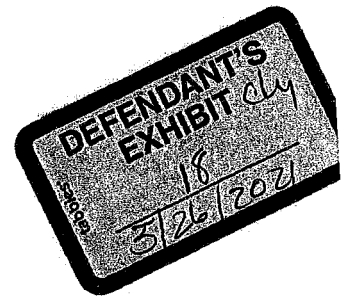
COURT HOUSE ANNEX

Post Office Box 672

Telephone (803) 943-7521

FAX: (803) 943-7538

Hampton, South Carolina 29924



March, 2005

Jim Daniel
Executive Director

Mr. Gary Grossman
Lancaster Redevelopment Corporation
Route 522 RD #1 Box 131K
Selinsgrove, PA 17870-9782

Dear Gary:

Hampton County is excited about the prospect of having Forest Homes locate here. You requested that certain commitments be made by the county to assist you in making a decision about locating in the Gemco building at 283 Foster Road in Varnville.

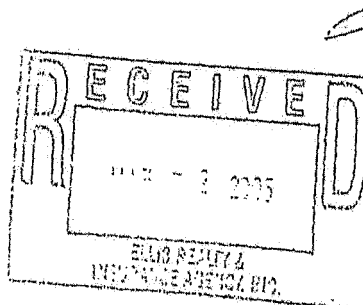
Hampton County Council has authorized me to make the following commitments to you concerning the Hampton-Varnville Airport. Hampton County agrees to provide you with a private taxiway right to use from the northeast tip of the airport to the Gemco property line. The county also agrees to clear and rough grade the taxiway to the Gemco property line. The county also plans to move forward with improvements to the airport including the installation of runway lights as soon as possible. During discussions with Administrator Sabrena Posey, Airport Commission Chairman Lee Ellis and myself in February, it was indicated that the county desires to obtain a portion of the Gemco property adjacent to the airport to facilitate necessary upgrades. You agreed to grant this portion of property to the county provided we give you a similar amount of acreage to the west or southwest of the Gemco property. By way of letter, Hampton County Council concurs with that request.

If we can be of further assistance, please feel free to contact me. We look forward to welcoming Forest Homes to the Hampton County family.

Sincerely,

Jim Daniel

Cc: Sabrena Posey
Lee Ellis
Greg Robinson



HAMPTON COUNTY 000080

— — — — —

Lancaster Redevelopment Corporation

Route 522 RD #1 Box 131K
Selinsgrove, PA 17870-9782
Phone: 570-374-0131
Fax: 570-374-6093

January 24, 2005

Mr. Lee Ellis
Manager
Hampton Varnville Airport
701 Jackson Street West
Hampton, SC 29924

Dear Mr. Ellis,

As you are aware our company has entered into an agreement of sale to purchase the 9 acre parcel and 40,000 sq. ft. building located at 283 Foster Road, Varnville, SC.

Pending the outcome of a number of issues, our company has desire to expand and develop this existing facility into a production facility to support our growing engineered building systems business.

Our company owns and operates two general aviation airplanes in the course of our business.

The proximity of 3JO is a very favorable factor in favor of this facility in our site selection process.

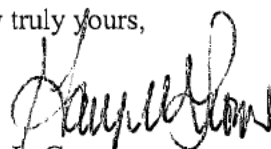
Can you give us a written commitment for the private taxiway easement from the northeast tip of this property to the runway as illustrated on the attached aerial photograph?

In a previous conversation you indicated that the Airport Authority may be able to clear and rough grade to our property line. Can you confirm?

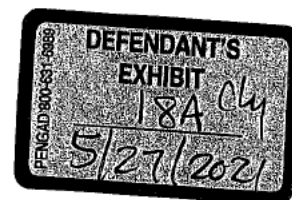
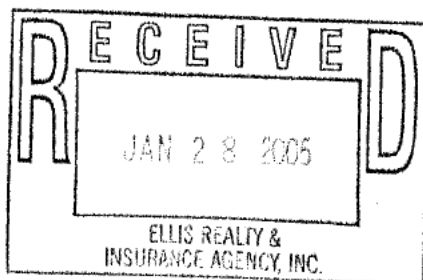
Another important issue is the possibility of runway lighting. Can you advise the procure, terms and conditions of the possibility of runway lighting?

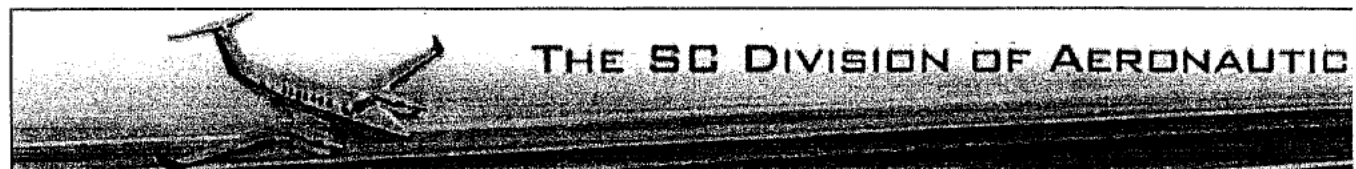
Your prompt written response will be greatly appreciated.

Very truly yours,


Gary L. Grossman

GLG/sa
HHH/ellis 1 24 05
VARNVILLE





[HOME](#)

[A-Z INDEX](#)

[STAFF](#)

[PUBLICATIONS](#)

[AIRPORTS](#)

[LINKS](#)

[FLIGHT DEP](#)

✈ RUNWAY INFORMATION

[AIRPORTS](#)

[RUNWAY](#)

[REMARKS](#)

[AERIAL](#)

[PASSENGERS & CARGO](#)

[REPORTS](#)

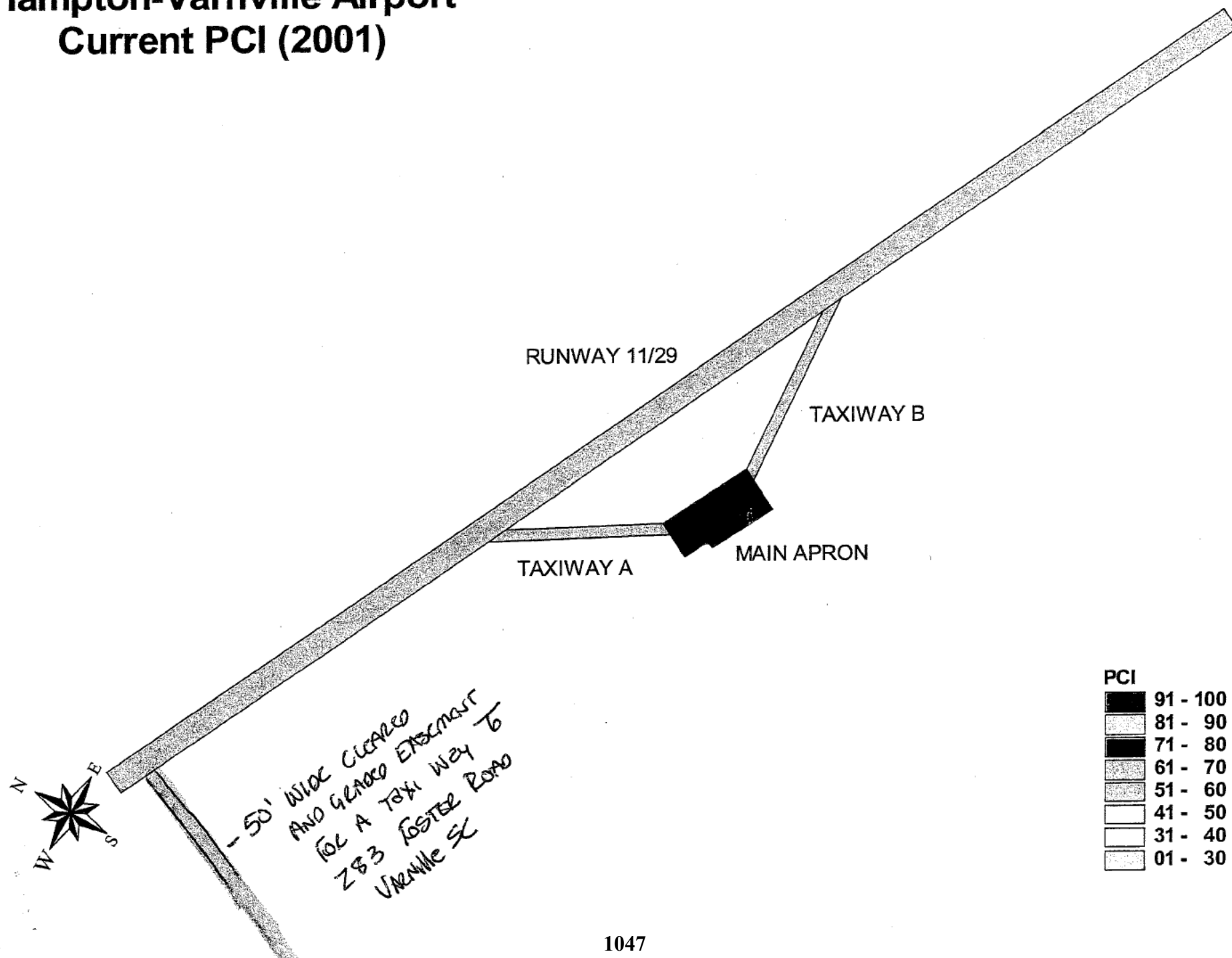
[DRAWING](#)

330

ZOOM



Hampton-Varnville Airport Current PCI (2001)



283 Foster Rd.
Varnville, SC 29944



WWW.COMPANYTWOFIRE.COM
Buy • Sales • Broker • Lease • Refurb • Finance

Toll Free 1.866.289.6188
Phone 803.943.5232
Fax 803.943.5434

February 5, 2016

Hampton County Airport Commission (HCAC)
Hampton County Council

Re:
Hampton County Airport Use

BIO

Co2 Fire has been in the Fire truck remanufacturing business from 1995 to the present. We didn't start remanufacturing the Airport Rescue Fire Fighting (ARFF) trucks until 2005 due to it being such a specialized field & limited locations for testing.

Then in 2005, we were able to purchase the property adjacent to the Airport & started remanufacturing the ARFFs in 2007 which is now the majority (60 to 70%) of our total revenue.

During the economy downturn we were able to acquire some of the industry's best technicians from two of the world's largest ARFF Mfgs (E-One in FL & Crash Rescue in TX) during some of the corporate layoffs & then we really dove into a very large but a very niche business.

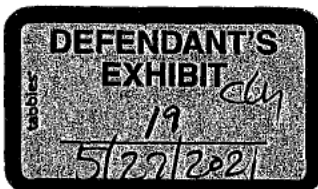
Since securing our location & starting the ARFF remanufacturing in 2007, we have almost tripled our workforce from five (5) in 2005 to thirteen (14) current full time employees & independent contractors that have already moved from various states to Hampton County, four (4) of which have already purchased housing, three (3) of which have purchased land to build & currently rent & the balance of whom live locally. Our company payroll has gone from \$155,000.00 in 1995 to almost 1 million annually & not to mention that our local financial impact will exceed another \$400,000 to \$500,000+ annually with companies such as Brunson Building/Ace Hardware - Walsh Supply - HooCum - American Machine - NAPA - Hotels & Banks, not to mention the local restaurants that our employees use every day of the week. In other words, Company Two's financial impact on our County runs far and wide. Again, most of this is due to the ARFF side of our business.

ADDRESSING AIRPORT COMMISSIONS CONCERNS

One of the airport commission members concern was that our vehicles could damage the runway due to the weight they carry. Please see video showing runways current condition on 1-18-16. As you can see, there is absolutely no vehicle damage but does show the lack of FOD maintenance/cleanup & tractor wear & tear. This video also shows large ant hills & grass which Co2 has kept @ bay until recently being asked not to use the runway.

To the statement that our trucks are doing/or could do damage to the runway is disproved by the following facts. Our trucks do weigh up to 80000 GVW BUT our footprint weight is only 17lbs psi more than a Silverado pick-up or less than that of a tractor bush-hog mower currently being used @ the airport in PSI weight.

- a) See letter dated June 3, 2012 to Jack Woodward (Airfield Facilities Commissioner) from Concrete Products & Construction Specialties (CPCA) showing the estimate to repair various parts of the runway to include repairing pavement DAMAGED by the Mowers being used (three locations).
- b) See informal worksheet from Airport commission members showing future upgrades that the committee was discussing & worksheet stated "REPAIR SOME DAMAGE BY FIRE PLOW"



See weight footprint chart below !!

- Chevy Silverado P/U @ 6000lbs = 21.0 ft psi
- E-One ARFF @ 80000lbs = 38.5 lbs psi (footprint is 260sq in per tire X 8 tires)
- John Deere Tractor & Flail Mower @ 9500 lbs total = approx 40.3psi

Side notes on our community involvement:

- One would think that ANY pilot landing in this or any other airport would feel a little comfort knowing these ARFF vehicles or any personnel were around in case of a problem!!!
- We have worked with Airport commission in the past & have traded 1.72 acres of our land to the Airport Commission & Hampton County several years ago for possible Airport expansion.
- Co2 Fire has used our ARFF trucks in the past to assist the Hampton Co & Varnville Fire Depts to extinguish a Wild-land Fire on Hampton Co Airports property that the Varnville Fire Dept couldn't respond too due to the terrain (per former Chief Dobie Hiers)
- We also supplied Aerial Fire Apparatus to Hampton & Hampton Co Fire to help with both the Goodwill & School Fire (per former Chief Wade Freeman) prior to Hampton Co purchasing current ladder truck.

IN SUMMARY

FAA requires that these vehicles be speed tested to meet the current required standards (50mph in approx 30 seconds or less) depending on what size ARFF is being tested. When we decided to remanufacture the ARFF trucks, the Airport & runway was our safest option for testing these vehicles. FYI: These vehicles are made for airports and runways!

Our ARFF business & having access to this runway is ABSOLUTELY vital to our survival in Hampton County. With the requirements that FAA places on these units to meet the standards of today, we need a runway of @ least 3000+ ft to perform the testing needed to certify each unit. To lose access to this airport & its runway & to ship these units off site to a testing facility in FL would create a substantial & expensive hardship to Co2 & possibly necessitate us moving to a new location outside of Hampton County for our ARFF program, employees & their families. Obviously, we would like to work this out with the airport commission to suit all parties involved & would think that HC would feel the same.

Airport Committees concerns:

- a) One members concern was for deterioration of the runway (see chart above)
- b) One member asked since we were paying to ship vehicles out of state for testing, would we consider paying the airport for its use? Yes, we would if that would satisfy this committee. Oshkosh ARFF Mfg Co in WI pays the local airport \$165.00 per hr of use for testing/maintenance (see letter attached). Co2 Fire would pay as much as \$175.00 per hr of use if that is our only option.
FYI: Co2 Fire paid \$13,860.00 in property taxes in 2015!!

COMPANY TWO'S PROPOSAL

- 1- Co2 will perform (FAA required) FOD/maintenance on a regular schedule (2 to 4 times per month), we will spray and treat the weed problem which is also another concern for this runway. The FOD/maintenance along with our required test can all be performed all at one time.
All of this @ no charge to Hampton Co taxpayers!
- 2- Co2 will also supply insurance to cover any damage that may take place due to our maintenance or maintenance vehicles. (copy of insurance included)

- 3- Q Jones will notify this commission/committee members of any problems that are found and will also be present when airport commission meets, (when scheduling allows) or when requested by this commission.
- 4- Co2 Fire would consider compensating Hampton Co Airport/Hampton Co a (Use Fee) that is acceptable to both parties (see item b above) if required.
- 5- I would like to volunteer to be part of the Airport Commission in whatever capacity is needed or requested.
- 6- I am asking this committee to appoint me as (one) of the Airport Point of Contacts (POC's) for several reasons. My business is located adjacent to airport property and I am on site most every business day of the week.

NOTE: The airport management has the authority to appoint a POC or multiple (POC's per FAA AC No: 150/5210-24) under 2.1.3 Establish and Maintain a FOD Prevention Culture.

This will allow a POC to issue NOTAMs 24hrs in advance if needed to perform maintenance/FOD cleanup or if ever needed in the case of an emergency... Also, with HCAC placing fuel on property in the future, (again) I would think this committee would want someone to be close by as possible to the airport for any emergency that may arise.

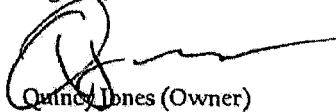
This will also eliminate the need for any future employees AND or additional cost to the county!!!

IN CLOSING

I would think that having a local POC and/or Co2 Fire on property performing a required service at NO CHARGE to Hampton County/Hampton County Airport would be an asset to any pilot that chooses to use this airport & the taxpayers of Hampton Co. My family has lived in this County for many generations... I have & always will be the biggest supporter of this airport because its survival is crucial to our growth.

Please consider this proposal.

Regards,



Quincy Jones (Owner)
Company Two Fire / Crash Truck Services

cc: Bill Bowers – State House Representative
Nat Shaffer – Varnville Mayor
John Rhoden – Hampton Mayor
Bill Hager – Hampton Co Economic Development
Paul Werts – Executive Director, SC Aeronautics Commission
James Stevens – Program Manager, SC Aeronautics Commission

283 Foster Rd.
Varnville, SC 29944



Toll Free 1.866.289.6188
Phone 803.943.5232
Fax 803.943.5434

Date: October 8, 2015

To: Hampton County Airport Administration
Chairman Jack Woodard

From: Quincy Jones (owner)
Company Two Fire

Gentlemen:

The big reason we (Co2 Fire) chose the property adjacent to the county airport was twofold, (1) having direct access to the airport itself & (2) the willingness of Hampton County officials to help us grow as a company in any way they could as the governing body of the airport & the surrounding areas.

Up until recently, Hampton County Admin has cooperated with us in most any way they could. Recently, Rose asked us to stay clear of the runways & we have done so but now this request is starting to increase our production cost dramatically which brings me to this letter.

By having access to the runway/airport, we are doing two things:

- a) We perform our FAA required ARFF (Airport Rescue Fire Fighting) truck testing on site
- b) We're also performing the FOD cleanup on the runway itself @ the same time (FOD-Foreign Object debris) which is FAA required (see FAA AC 150/5210-24 below)

When Co2 Fire agreed to purchase this property, the sale was contingent upon several conditions, one of which was that Hampton County would build us a grassed taxiway to the runway itself (they agreed & did so). Co2 Fire has used & maintained it since day one without incident!!!

Due to Rose's request, we're now shipping trucks off site for testing via tractor trailer due to the size of these ARFFs, some of which aren't DOT legal for the road. As for the FOD concern, we have spoken with several pilots in the area & they have complained about the FOD on this runway (mainly: rocks - sand - grass & small pieces of asphalt).

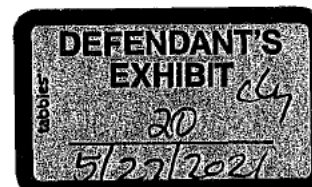
Note:

The biggest complaint has come from the retired congressman from NC that brings his Turbo Prop plane into Hampton on a regular basis!!!

PER FAA:

The airport needs to have some sort of a cleanup policy in place such as broom swept or walked and/or washed down on a regular basis to help keep the runway from deteriorating any faster than it is @ this time. Co2 Fire is asking this commission, if they would like for us to again do the FOD cleanup, to please make this request via letter to Co2 Fire & Hampton Co Council.

Anyway, I am not sure if council is aware of the severity of not performing or adopting some FOD program per FAA AC 150/5210-24



HAMPTON COUNTY 000054

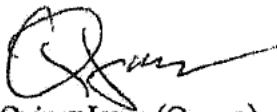
It should also be known that when our trucks are anywhere near or on the runway, they have cleared the airspace w/ hand-held radios set on Channel 122.9 which if I am not mistaken, is the local channel for this airport/airspace.

In short:

I am asking Hampton County Airport Commission if they would like for me to continue the FOD cleanup as it was done in the past. If so, please notify Hampton Co Council via letter about the FOD program below & that you have a company that will perform this cleanup @ no cost to Hampton County. This company would also sign a release of liability & will maintain a Garage Liability Policy of 5,000,000 again @ no cost to Hampton County!!!

If there are questions, let me know & I will be glad to attend the next commission meeting to discuss.

Thanks for your time,

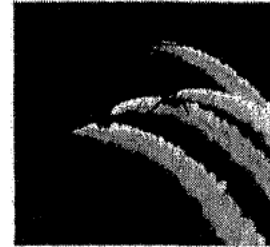


Quincy Jones (Owner)
Company Two Fire / Crash Truck Services
283 Foster Rd
Varnville SC 29944

803-943-5232 - SC Off
866-289-6188 - Toll free
803-943-5434 - fax
770-598-3473 - mb
www.companytwofire.com

Hampton County Airport Commission

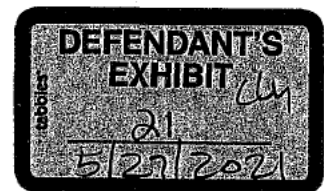
Hampton-Varnville Airport
745 Airport Road, Varnville, SC 29944



Jack Woodward, Chairman

November 29, 2016

Hampton County Council
200 Jackson Avenue East
Hampton, SC 29924



Dear Council:

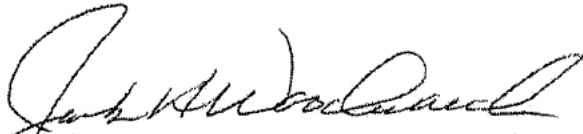
The Hampton County Airport Commission has met with Company Two numerous occasions over the last year. The Commission has entertained several ideas by which we could possibly accommodate Company Two. During our meeting on May 10, 2016, the Commission made a unanimous vote to deny Company Two's request to utilize the airport runway for testing of his equipment. Upon further consideration, one commission member has now dissented. The Commission has also been willing to work with Company Two and the County to determine if the Town of Hampton or the Town of Varnville would be willing to provide street access that could accommodate the testing of trucks as is done with the Fire Department drills.

The Commission's decision was based on the following factors:

1. Company Two is not an aviation oriented use for the Airport
2. The potential liability created by having Company Two's vehicles on an active runway.
3. The vehicles on an active runway is a violation of federal aviation regulations
4. The trucks Company Two uses are designed for part 139 commercial airports, having far greater runway load-bearing capacity than Hampton-Varnville Airport.
5. The Commission is committed to growing Aviation traffic at our Airport and Company Two's usage is not in the best interest for growth of the Airport.

The Hampton County Airport Commission respectfully submits this recommendation to Hampton County Council to deny Company Two's usage for testing on the Hampton-Varnville Airport. This recommendation is in line with previous recommendations on requests to use the property for non-aviation purposes.

Should you require additional information, please do not hesitate to contact us.

A handwritten signature in dark ink, appearing to read "Jack Woodward", is written over a horizontal line.

Jack Woodward, Chairman
Hampton County Airport Commission



Mr. Quincy Jones
Company Two
283 Foster Rd
Varnville, SC 29944

RE: Hampton/Varnville Airport

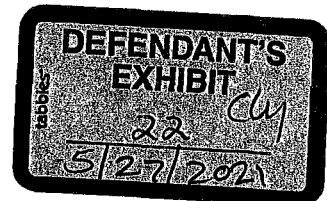
Dear Mr. Jones:

In response to your request for a specific answer to the Council decision concerning your use of the County owned property known as the Hampton/Varnville Airport, please note:

1. Company Two, according to documents provided by you began using the Airport in 2007 without the consent of neither the Airport Commission nor the County Council.
2. The easement the County granted you does not authorize the use of the airfield as it relates to ARFF vehicles.
3. The trucks that you test are designed for Part 139 Commercial Airports having far greater runway load bearing capacity. The Hampton/Varnville Airport is classified as a Recreational Local Service Airport in the SC System Plan with a community support role for accommodating small general aviation aircraft.
4. The potential liability created by having Company Two vehicles on an active runway is not a liability that the Council has determined is in the best interest of the County.
5. The vehicles on an active runway is a violation of federal aviation regulations – without issuing a NOTAM. This was never done during the time you were testing without permission.
6. Hampton County is actively seeking to be reinstated into the State and Federal programs with the FAA and have determined not to allow any activity that may jeopardize this reinstatement.
7. Hampton County Council has determined that the Council needs to be consistent with previous decisions that have been made with requests to utilize county property by various groups or companies.

Hampton County Council regrets that you believe the Council does not support the economic development growth and support of new and existing businesses in this County. However, it is not the position of the Council nor the responsibility of the County taxpayers to offset a Company's cost of doing business by allowing that business access to County property.

HAMPTON COUNTY GOVERNMENT
200 Jackson Avenue East
Hampton, South Carolina 29924
Telephone: (803) 914-2100 Fax (803) 914-2107



000020

Hampton County Council has complete confidence in the Hampton County Airport Commission in its knowledge of the Aviation Industry as it relates to Hampton County and in its recommendations to the County Council. Hampton County Council has shown its commitment to the Hampton/Varnville Airport through the investment in dollars and staff time that has been approved over the last two fiscal years with the goal of developing the airport into an asset for Hampton County and its citizens. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rose D. Elliott", with a long horizontal flourish extending to the right.

Rose D. Elliott,
County Administrator

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Oct 04 2022

SC Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas
The Honorable Kristi F. Curtis

Appellate Case No. 2021-000685

The Station, Inc. d/b/a Company Two, Inc.,.....Appellant,

v.

Hampton County, ...Respondent.

CERTIFICATE OF COMPLIANCE

The undersigned counsel for Appellant certify pursuant to Rule 210(g) that the Record on Appeal contains all material proposed to be included by the parties and not any other material. Respondent withdrew designations of Defendant's Exhibits 46 and 47. The Record on Appeal complies with Supreme Court Order 2014-04-15-02 concerning personal identifying information and other sensitive information in appellate court filings.

September 16, 2022

s/Kathleen C. Barnes

Kathleen Chewning Barnes, SC Bar No. 78854
BARNES LAW FIRM, LLC
P.O. Box 897
Hampton, SC 29924
803-943-4529

WILSON LAW GROUP, LLC
J. Christopher Wilson, Bar No. 06987
chris@wilsonlawgroupsc.com
P.O. Box 1150
Bamberg, SC 29003
803-245-7799
Attorneys for Appellant