



Attorneys

Joseph N. Connell
J. Benjamin Connell
Derek A. Shoemake

Reply to:
Post Office Box 522
20 Townlee Ln, Ste A
Lugoff, SC 29078
Office: 803.408.8500
Fax: 803.408.8888
joe@lawconnell.com
ben@lawconnell.com
derek@lawconnell.com
www.lawconnell.com

October 3, 2023

Glen Wagner
City Manager, City of Dillon
401 West Main Street
Dillon, SC 29536
Email: gwdillon@bellsouth.net
SENT VIA EMAIL

Re: Wrongdoing Related to Business Construction in the City of Dillon

Dear City Manager Wagner:

I am writing to make you aware of numerous issues relating to 111 North Railroad Avenue in the City of Dillon (hereinafter referred to as "the Property"), which was recently purchased by my clients Steve Edwards and Anthony Raul Sanchez, through their business E&S Enterprises. The Property was purchased with the intent to help revitalize downtown using the Dillon Historic Preservation Grant, a grant of up to \$50,000 in reimbursed funds designed to assist local business owners with property repairs.

As discussed in more detail below, my initial review of this matter indicates potential public corruption, deceptive practices by commercial contractors, and an environment inconsistent with the promotion of business and prosperity in Dillon. To be sure, the Grant Program has already had its share of issues, with former Dillon Mayor Corey Jackson being arrested just last month on four counts of forgery related to the **same program** and the **same property**. See Former Dillon mayor arrested on forgery charges, available at <https://wpde.com/news/local/former-dillon-mayor-arrested-on-forgery-charges-official-says-corey-jackson-south-carolina-attorney-general-robert-kittle>.

Our investigation into these matters is ongoing, but I wanted to apprise you and other officials about our preliminary discoveries.

Summary of Wrongful Conduct Directed to Mr. Edwards and Mr. Sanchez

As a native of Dillon, Mr. Edwards wanted to bring his international success in the marketing world and build something special in the place he used to call home.

In late 2022 he purchased The Kitchen, a famous Dillon restaurant. When he would travel to the Kitchen, Mr. Edwards noticed the lack of downtown hotels and apartments. When he came across the Property at issue, he thought it could be a game changer for downtown Dillon.

Like so many buildings downtown, the Property was defunct and effectively condemned. City officials encouraged Mr. Edwards to move forward. The City changed the zoning to allow hotels, and officials informed Mr. Edwards he could take advantage of the Historic Preservation Grant. Thus, Mr. Edwards and his business partner, Mr. Sanchez, purchased the Property with plans to turn the building into a hotel and living space to help revitalize downtown Dillon. Mr. Edwards was excited to do something for a place he cared so much for.

That excitement would quickly give way to despair, and Mr. Edwards would experience everything from graft and corruption to mismanagement and negligence. Although there were troubles at every turn, the following summary highlights some of the issues faced by Mr. Edwards and his business partner.

Code Enforcement Brokers Meeting with General Contractor Demanding Cash for Permits

At the project's inception, Mr. Edwards worked with Benny Genwright, Director of Code Enforcement and Planning for the City of Dillon. Director Genwright explained that Mr. Edwards would be required to hire a general contractor to procure a building permit. As Mr. Edwards was researching possible general contractors, Director Genwright informed Mr. Edwards he had found a contractor: Montey Grey. Director Genwright personally introduced Mr. Edwards to General Contractor Grey and arranged their first meeting just outside Director Genwright's office.

PROPOSAL
MONTY GREY JR. CONSTRUCTION
642 PEE DEE CHURCH RD
1-343-774-6575
DILLON, S. D. 57563

DATE March 22, 2023

PROPOSAL SUBMITTED TO
NAME Mr. Edwards
STREET
CITY
STATE
TELEPHONE

WORK TO BE PERFORMED AT
STREET Railroad Ave
CITY Dillon
STATE
DATE OF PLANS
ARCHITECT

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of
[Redacted]

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of
DOLLARS (\$ 49,400)

with payments to be made as follows:

any alterations or deviations from above specifications involving extra work will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully submitted, MONTY GREY JR
Per [Signature]

This Proposal may be withdrawn by us if not accepted with ____ days

ACCEPTANCE OF PROPOSAL
If above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted
Signature
Signature

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Still needed
Second Quote.

General Contractor Grey's proposal from the City's file, for which a permit was ultimately issued, noting (1) that General Contractor Grey would supervise all subcontractors – which never occurred; and (2) a post-it note that a second bid was needed which Director Genwright never required.

In that first meeting, General Contractor Grey told Mr. Edwards he would procure the necessary building permits, but that he would not actually do any work. It would be Mr. Edwards's responsibility to procure workers and ensure their work was completed. Further, General Contractor Grey told Mr. Edwards he would need \$1,000 cash to make this happen. Although Mr. Edwards felt something was off, he had little options given he had made a six-figure investment, was not well-versed in commercial construction, and the primary person responsible for Dillon's City Code Enforcement had brokered this meeting.

As General Contractor Grey had directed, Mr. Edwards met him at the Property. General Contractor Grey did not go inside and had Mr. Edwards approach his truck. After counting the money, General Contractor Grey told Mr. Edwards, "I think I need another \$1,000 cash." Now stuck, Mr. Edwards walked to the bank and brought General Contractor Grey the additional \$1,000. When General Contractor Grey drove away, Mr. Edwards felt sick, but took some solace in the fact that he could now renovate his building. He would soon learn there would be no solace.

As he had been directed by General Contractor Grey, Mr. Edwards worked on his own to contact individuals to assist with plumbing, electrical, roofing, sprinkler systems, and flooring. At no point did General Contractor Grey perform the work of a general contractor – he would only occasionally recommend contractors to Mr. Edwards. Additionally, although Mr. Edwards later learned the Historic Preservation Grant required at least two quotes for general contractors, Director Genwright moved forward with only the quote from General Contractor Grey.

Mr. Edwards nonetheless did what he could to follow the Historic Preservation Grant guidelines and relied on Director Genwright and other city officials. For example, in early April 2023 he met with Director Genwright and others to review various bids for compliance with the Grant. However, supposed General Contractor Grey was not present.

Interference with Electrical and Plumbing Contractors

During approximately the same time frame as other work was commencing, and as directed by General Contractor Grey, Mr. Edwards found a contractor for plumbing and electrical work: Doug Miller.¹ Before Mr. Edwards attended the bid meeting with Director Genwright, in which plumbing and electrical bids were reviewed among others, Plumbing Contractor Miller told Mr. Edwards that he knew multiple bids were required. However, Plumbing Contractor Miller said would procure his own competing bids as to plumbing and electrical to present to City officials, which he did. Ultimately, Director Genwright approved Plumbing Contractor Miller's bids and issued plumbing and electrical permits.

¹ In what Mr. Edwards learned was becoming a pattern, the actual electrician he hired did not have the appropriate paperwork. For \$1,000, plumbing contractor Doug Miller said he would procure both the plumbing and electrical permits even though Plumbing Contractor Miller provided no oversight for the electrical projects. And, of course, neither the plumbing nor electrical contractors had any oversight or involvement with General Contractor Grey.

A short time later, Director Genwright informed Mr. Edwards that someone had lodged a complaint regarding Plumbing Contractor Miller. Specifically, Director Genwright explained that Mr. Edwards could not be reimbursed for any of Plumbing Contractor Miller's work because Plumbing Contractor Miller had started the job in late April and earlier than noted in the Historic Preservation Grant application. This was especially surprising to Mr. Edwards, as the application initially submitted by Mr. Edwards and the permits issued by Director Genwright noted a late-April start date, and Director Genwright had indicated Mr. Edwards could start work in April.

At a subsequent City Council meeting, Director Genwright and another official informed Council that Mr. Edwards could not be reimbursed for Plumbing Contractor Miller's work under the Historic Preservation Grant, but he could instead be

reimbursed for the work supposedly performed by General Contractor Grey. Mr. Edwards found this confusing since General Contractor Grey had performed no work and had no plans to perform any work. After requesting his file from the City of Dillon, Mr. Edwards would discover that someone other than Mr. Edwards and his business partner had amended his grant application in handwriting to reflect a May 9, 2022, start date. Interestingly, the only prohibition against Grant funding was for work "completed" prior to grant approval – thus even if the operative date was May 9 little if any of Plumbing Contractor Miller's work had been completed by then. *See Grant Application, available at <https://www.cityofdillonsc.us/wp-content/uploads/2023/08/Incentive-2023-2024.pdf>.*

General Contractor Grey Demands Additional Funds Despite Performing No Work

In the April 2023 bid review meeting, Director Genwright also reviewed roofing bids that were procured by Mr. Edwards, although General Contractor Grey did recommend one of the three contractors to Mr. Edwards. Director Genwright informed Mr. Edwards he could not use a particular company – Ethan Richardson Roofing – because the company was not properly licensed. Mr. Edwards pointed out that this was a company recommended by General Contractor Grey. Director Genwright spoke to General Contractor Grey by phone. Within minutes, General Contractor Grey had sent Director Genwright a bid on his letterhead that was identical to that of Ethan Richardson Roofing. Director Genwright replaced the roofing bid in the packet and approved the bid.

Please refer to the	
Name: <u>Steven Edwards</u>	
Business Name: <u>E&S Enterprises</u>	
Business Address: <u>111 Railroad Dr. Dillon SC 29536</u>	
Mailing Address: <u>110 S. 1st Ave. Dillon SC 29536</u>	
Phone Number: <u>(646)210-7863</u>	Email Address: <u>steve@designersinbox.com</u>
Time Line—Start Date: <u>4/27/23</u>	Completion Date: <u>8/30/23</u>
Contractor Phone Number: <u>see quotes</u>	Email Address: <u>see quotes</u>
Anticipated Total Cost of Project: \$ <u>\$105,683</u>	

Name: <u>STEVEN EDWARDS</u>	
Business Name: <u>E&S Enterprises</u>	
Business Address: <u>111 Railroad Dr. Dillon SC 29536</u>	
Mailing Address: <u>110 S. 1st Ave. Dillon SC 29536</u>	
Phone Number: <u>(646)210-7863</u>	Email Address: <u>steve@design</u>
Time Line—Start Date: <u>4/27/23</u> <u>5/9/23</u>	Completion Date: <u>8/30/</u>

Top: Original Historic Preservation Grant application reflecting a late-April start date.

Bottom: Amended Historic Preservation Grant application reflecting a handwritten May 9 start date.

Ethan Richardson Roofing, in fact, performed the roofing work. At no point did General Contractor Grey step foot on the roof, although Mr. Edwards was now required to pay General Contractor Grey directly – and delivered payment to General Contractor Grey as he sat in his truck with the owner of Ethan Richardson Roofing.

 Ethan Richardson Roofing 1638 U.S. 301, Dillon, SC Phone: (843) 409-0858 03/27/2023 Claim Information	
Company Representative ETHAN RICHARDSON- OWNER Phone: (843) 409-0858 richardsonroofing27@gmail.com	
Job: STEVE EDWARDS	
STEVE EDWARDS MONTY GRAY CONSTRUCTION 111 North Railroad Avenue Dillon, SC 29536 (843) 632-2053	
Roofing Section - Remove existing ROOF down to WOOD roof-deck. (2-LAYERS REMOVED) - Re-nail any loose wood. If bad or rotten wood is discovered, it will be replaced at a price of \$80 per sheet. - Install STRUCTODEK INSULATION BOARD 4x8 SHEETS ON ENTIRE STRUCTURE - Install IKO INNOVIBOND 0.60 TPO 10X100 WHITE - Install IKO INNOVIFLASH 6' CVR TAPE - Install A FULLY ADHERED FLAT ROOFING SYSTEM (GLUED DOWN) (WELDED SEAMS) - Install 26 GAUGE COPING CAP ALONG THE FRONT PARAPET WALL OF THE BUILDING (BLACK) - Install all new step and counter flashing WHERE NEEDED. - Clean up and removal all job related debris, and leftover materials, purchased by ERR! - Provide 5 Year workmanship warranty and provide owner with a 20 Year IKO-TPO ROOF-PRO WARRANTY! - Our Crews are licensed and insured. - They will perform a 10 point clean up when the work is done, followed by a FULL Roof and Ground Inspection by Job Manager. - Crews will maintain safety requirement at all times during the construction process. - ERR is not Responsible for Collateral Damage to any landscaping, yard ornaments, etc. - ERR is not Responsible for any Collateral Damage to Driveways, or lawns. - ERR is not Responsible for Any New Price Increases, 14days after Proposal is Submitted to Customer!	
Qty	Unit
Materials Labor	
TOTAL \$29,500.00	

Rejected Ethan Richardson Roofing bid on the basis that the company was not properly licensed.

Monty Grey Jr. Construction 850 Haymount Rd Latta SC 29565 * 843-632-2053	
Steve Edwards 111 North Railroad Avenue Dillon SC 29536	
Roofing Section • Remove existing Roof down to wood roof deck. (2 layers removed) • Renail any loose wood. If bad or rotten wood is discovered, it will be replaced at a price of \$80 per sheet) • Install STRUCTODEK INSULATION BOARD 4x8 sheets on entire structure • Install IKO INNOVIBOND 0.60 TPO 10X100 WHITE • Install IKO INNOVIFLASH 6' CVR TAPE • Install a fully adhered flat roofing system/(glued down, welded seams) • Install 26 gauge coping cap along the front parapet wall of the building (Black) • Install all new step and counter flashing where needed • Clean up and removal of all job related debris and leftover materials purchased by MGJ Construction • Provide 5 year workmanship warranty and provide owner with a 20 year IKO-TPO ROOF-PRO Warranty	
*Our crews are licensed and insured. *They will perform a 10 point clean up when the work is done, followed by a FULL Roof and Ground inspection by job manager *Crews will maintain safety requirements at all times during the construction process. *MGJ Construction is not responsible for collateral damage to any landscape, yard ornaments, etc. *MGJ Construction is not responsible for any collateral damage to driveways or lawns. *MGJ Construction is not responsible for any new price increases 14 days after proposal is submitted to customer	
TOTAL \$29,500.00	

Accepted Mony Grey bid minutes after phone call with Code Enforcement.

Sometime in early April, Mr. Edwards also contacted a local flooring contractor who was able to perform the work Mr. Edwards needed for \$8,132.01. Yet one Sunday night on June 11, 2022, approximately one week before the flooring work was supposed to begin, General Contractor Grey approached Mr. Edwards at his restaurant. He told Mr. Edwards that the flooring quote needed to be on his letterhead, and he handed Mr. Edwards a folded piece of paper. On that paper was the exact same flooring quote, with a small addition of cabinets and countertops, for \$46,000.

Mr. Edwards was rocked by the more than 565 percent increase in price. He also now questioned the correlation among this inflated quote, Director Genwright's rejection of any reimbursement for money paid to Plumbing Contractor Miller due to a supposed late start date, and the statement to Council that reimbursement funds from the Historic Preservation Grant could be awarded for General Contractor Grey's work. Mr. Edwards refused to pay.

Wade's FLOORING CENTER *Proposal*

Name: Steve Edwards		Date: April 6, 2023	
Street address: 511 North Rail road Ave.		Phone: 646.206.7863	Phone:
City: Dillon	State: South Carolina	Zip: 29571	Contact: Steve

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1511.28 Sq. Ft.	Alba Reserve 20 Mil Luxury Vinyl Plank	2.09	3158.58
	Freight		150.00
	Taxable Total		3308.58
	Tax	8%	264.69
	Material Total		3573.27
Labor to remove laminate downstairs, cap upstairs subfloor with 1/4" Luan, install new LVP flooring and install new primed quarter round molding. Additional prep to the concrete under the existing laminate downstairs may be required.			4558.74
Total			\$8132.01

We propose hereby to furnish material and/or labor, complete in accordance with above specifications, for the sum of: Eight Thousand One Hundred Thirty Two dollars and 01/100's

Payment to be made as follows: A deposit in the amount of the material is required when order is placed, the balance to be paid in full upon completion of the job.

Authorized signature: 
Daniel L. Causey

Note: This proposal may be withdrawn by us at any time without notice.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I understand that all sales are final and payment will be made as outlined above.

Above: Original flooring bid procured by Mr. Edwards.

Right: Flooring bid handed to Mr. Edwards on Sunday night weeks before flooring project was set to begin.

Monty Grey Jr. Construction
850 Heymount Rd Latta SC 29565 • 843-632-2053

June 11, 2023

Steve Edwards
111 North Railroad Avenue
Dillon SC 29536

Flooring:
1,511.28 Ft² Shaw Alba Reserve LVP
Freight
Repair cut-up places in existing floor (damaged from plumbing installation, not on original estimate)
Cap entire floor with luan
Install new LVP & Quarter Round

Cabinetry:
Jarlin Cabinets in upstairs and downstairs kitchenette as designed by Steve Edwards

Granite:
Granite tops on upstairs and downstairs kitchenette

TOTAL \$46,000.00

Payment Due as follows: 1/2 due upon acceptance of this contract. Balance due upon completion.

Signature of Acceptance

Notification to City Officials, City Inaction, and General Contractor's Permit Cancellation

The morning after his Sunday night encounter with General Contractor Grey, Mr. Edwards went to Director Genwright's office. Mr. Edwards explained that after Director Genwright's own introduction, he paid General Contractor Grey solely to procure a permit and that he was now effectively being extorted. Mr. Edwards noted this was illegal and Director Genwright, who seemed unsurprised by Mr. Edwards's comments, said he would "fix" the situation.

A short time later, Mr. Edwards and his business partner were summoned to the Property² where they encountered Director Genwright and others. The topic of the meeting was to address Mr. Edwards's supposed failure to not go through General Contractor Grey for the flooring. Mr. Edwards explained again General Contractor Grey's attempted extortion and that Mr. Edwards had paid General Contractor Grey \$2,000 and was told it was Mr. Edwards's job to procure the labor force. Director Genwright stated that Mr. Edwards's issues were civil matters, and that General Contractor Grey was going to rescind the permits issued to Mr. Edwards.

² During this timeframe, Mr. Edwards also met with a lawyer for the City of Dillon. He was informed that the scheme he described was likely illegal and he was asked if he would be willing to sign a nondisclosure agreement. Mr. Edwards refused.

After the meeting with Director Genwright, Plumbing Contractor Miller reached out to Mr. Edwards and said that he did not “want to get hurt by this thing” and that “it could hurt [Plumbing Contractor Miller] and his business.” Plumbing Contractor Miller said he had talked to General Contractor Grey and that General Contractor Grey was willing to reprocur Mr. Edwards’s permits for \$5,000 in cash.

Attempts to Move Forward and City Refusals

As Mr. Edwards moved into the ensuing months, he tried in vain to move the now-shuttered project forward without paying kickbacks or responding to extortive demands.

In one example, he procured the necessary planning for a City-required sprinkler system, including approval of the plan by the State Fire Marshall. The contractor for the sprinkler system has done work across South Carolina, including towns approximately the size of Dillon. In a move the sprinkler contractor said he had never seen in 45 years of work across South Carolina, the City has refused to run a line from the end of the Property to the City’s main line. Unable to move forward and with no hope in sight, the sprinkler contractor severed ties with Mr. Edwards and moved on.

Director Genwright has effectively gone silent; City officials have sent correspondence that Mr. Edwards is no longer in compliance with the Historic Preservation Grant program; Mr. Edwards has found no refuge with other city officials; and a stop work order has been taped to the Property. Mr. Edwards stands to lose hundreds of thousands of dollars and has nowhere to turn.

Wrongdoing Under Investigation

This firm is currently engaged in a fact-finding mission to determine the full extent to which Mr. Edwards and Mr. Sanchez have been the victims of potential wrongful or illegal activity. This includes the FOIA request enclosed with this letter. However, there are a number of criminal laws and civil wrongs that could be applicable here, among many others:

- Misconduct in Office. In South Carolina, common law misconduct in office carries a penalty of up to ten years imprisonment and “includes any act, any omission, in breach of duty of public concern by persons in public office provided it is done [willfully] and dishonestly.” *State v. Hess*, 279 S.C. 14, 20, 301 S.E.2d 547, 551 (1983) (finding also that a non-elected municipal police chief is a person in public office); *see also State v. Lyles-Gray*, 328 S.C. 458, 465–66, 492 S.E.2d 802, 806 (Ct. App. 1997) (“Misconduct in office occurs when persons in public office fail to properly and faithfully discharge a duty imposed by law.”).
- Fraud. Those who make false representations that damage others may be civilly liable for fraud, or guilty under state and federal laws that make it a crime to engage in, or assist another who engages in, various types of fraudulent conduct. *See State v. Lewis*, 434 S.C. 158, 178, 863 S.E.2d 1, 11 (2021).

- Conspiracy. Those who conspire to defraud or harm another (or the Government) may be liable for civil conspiracy under South Carolina law and guilty of criminal conspiracy under state and federal law. *See Paradis v. Charleston Cty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774, 780 (2021).
- Tortious Conduct. Both a municipality and an individual may be held liable for damages stemming from tortious actions, which would include breaching any duties owed to others. *See S.C. Code Ann. 15-78-50; Sabb v. S.C. State Univ.*, 350 S.C. 416, 429, 567 S.E.2d 231, 237 (2002).
- South Carolina's Unfair Trade Practices Act. A general contractor is liable for acts that are unethical, repetitive, and capable of repetition. *See Wogan v. Kunze*, 623 S.E.2d 107, 120 (S.C. Ct. App. 2005); *Singleton v. Stokes Motors, Inc.*, 595 S.E.2d 461, 466 (S.C. 2004).

Regardless of which crimes and civil wrongs may ultimately be pursued here, there is no doubt that the conduct at issue is deeply disturbing. Mr. Edwards relied on Director Genwright and on those to whom he was introduced by Director Genwright, specifically General Contractor Grey. By all appearances these individuals took advantage of a man who lives out of town and was not well versed in commercial construction.

The Historic Grant Program, which provides government funds to business owners, specifically requires a general contractor for the application process. *See Grant Application, available at <https://www.cityofdillonsc.us/wp-content/uploads/2023/08/Incentive-2023-2024.pdf>*. Here, General Contractor Grey affirmatively represented to the City of Dillon that he would supervise all subcontractor work at the Property. Instead, although General Contractor Grey placed his name on the application and permit, he did no general contractor work while bilking Mr. Edwards out of thousands of dollars. General Contractor Grey continued his efforts to squeeze funds from Mr. Edwards throughout the project. Other subcontractors, like Plumbing Contractor Miller, procured their own competing bids in order to ensure their success.

The actions of City officials, and in particular Director Genwright, also raise a number of red flags.

First, Director Genwright was aware that the Grant program required multiple general contractor bids and also that “[a]ny” contractors be properly licensed. Yet the City’s file shows he allowed General Contractor Grey to be the sole bidder and allowed General Contractor Grey to place a nonconforming bid on his own letterhead with little-to-no investigation.

Second, regardless of what Director Genwright initially knew about contractors overcharging Mr. Edwards – or charging him solely to pull permits while others did unsupervised work– he certainly knew by June and appears to have taken no efforts to remedy the situation or to report the responsible parties. Instead, the Property is under stop work orders and City officials are unwilling to facilitate connecting a sprinkler system that the City itself requires.

Third, it is at best suspicious (1) that after some anonymous complaint Director Genwright deemed a project as having been started too early and thus ineligible for reimbursement – which appears inaccurate based on the plain text of the Grant guidelines; (2) that Director Genwright and another official informed Council that reimbursement could still be made for any work performed by General Contractor Grey – a contractor introduced to Mr. Edwards by Director Genwright who had already declared he would do no work; and (3) that General Contractor Grey later appeared on Sunday night requiring a bid procured by Mr. Edwards months earlier to be placed on his letterhead with a 565 percent markup.

Mr. Edwards's experience raises questions about the pervasiveness of this conduct throughout the City, and he has heard from numerous business owners that his issues are far from unique. The City of Dillon should not want any of its businesses subjected to this sort of behavior as it stymies much needed investment and thwarts opportunities for the community to grow in a positive direction.

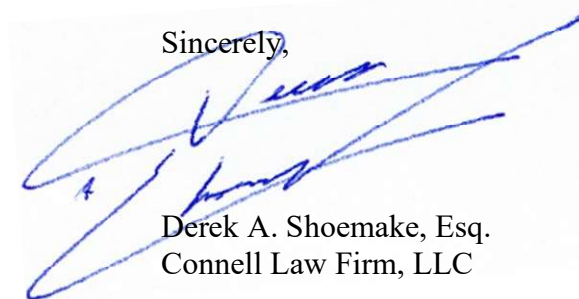
Summary and Path Forward

In my meetings with Mr. Edwards, he has told me that purchasing the Property was the worst mistake of his life, and that “there are no dreams in Dillon.” I hope that reflects his frustration and not the reality of the situation in which he finds himself.

As a former federal prosecutor who handled fraud and public corruption cases in the Pee Dee and throughout South Carolina, and as a part-time local government official, I do not send this letter lightly. Instead, my intention is to bring these issues to light so that they may be appropriately addressed. It would certainly be the wish of Mr. Edwards and Mr. Sanchez that the City of Dillon buy the Property and reimburse them for their costs to date.

I would be happy to speak to you or your counsel further as we conclude our investigation and decide our next steps. If you have any further questions, please contact me directly.

Sincerely,



Derek A. Shoemake, Esq.
Connell Law Firm, LLC

Enclosure

cc: City Attorney (via email)
Mayor and City Council Members (via email to Council Clerk)