

VI. ORDINANCES IN POSITION:

A. THIRD READING:

ORDINANCE NO. 30-2012/13

[3]

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

B. SECOND READING:

ORDINANCE NO. 36-2012/13

[29]

An Ordinance Consenting To The Extension Of Time For Project Proton To Complete The Project Pursuant To That Certain Fee Agreement Dated December 1, 2008; And Other Matters Related Thereto.

VII. APPOINTMENTS TO BOARDS & COMMISSIONS:

PEE DEE REGIONAL HEALTH SERVICES DISTRICT

[36]

Approve The Recommendation Of J. Boone Aiken, III, General Counsel to McLeod Health, For The Appointment Of The Following Individuals To Serve On The Pee Dee Regional Health Services District With Appropriate Expiration Terms And Pending Approval Of The Governor: David Durant, Starlee Alexander, John Curl, and Carl Humphries.

VIII. REPORTS TO COUNCIL:

A. ADMINISTRATION/GRANTS

SOUTH MURRAY HILL ROAD

[37]

Accept Allocation From The South Carolina Department Of Transportation (SCDOT) Under The Florence County Transportation Committee (FCTC C Funds Program, PCN #42566 In The Amount Of \$39,200 For The Resurfacing Of South Murray Hill Road.

B. COUNTY ATTORNEY

NATIONAL CEMETERY PROPERTY

[40]

Authorize The County Attorney To Enter Into Negotiations To Purchase Properties Adjacent To The Florence National Cemetery Owned By Seretta Ford To Expand The Cemetery, In An Amount Not To Exceed \$20,000 From Funding Previously Approved At The November 15, 2012 Regular Meeting Of County Council; And Authorize The County Administrator To Execute An Option To Purchase Real Estate Pending Review By The County Attorney.

C. EMS/PROCUREMENT

PURCHASE TWO (2) AMBULANCES

[41]

Authorize The Use Of Florida Association Of Counties Bid #11-10-1202 Awarded To Wheeled Coach Industries To Purchase Two (2) Ambulances At A Base Bid Of \$111,400.00 Each With Needed Options In The Amount Of \$72,756 (Total Purchase Of \$295,556) From Peach State Ambulance, Inc., Tyrone, GA, The Authorized Regional Representative For Wheeled Coach Industries To Be Funded From EMS Departmental Funds.

D. PUBLIC WORKS/PROCUREMENT

WASTE MANAGEMENT CONTRACT

[56]

Approve A Five Year Extension Of The Existing Solid Waste Collection And Disposal Contract With Waste Management One Year In Advance Of Expiration In Order To Recognize Cost Saving Incentives Being Offered By The Company Projected To Be \$1,055,323 Over The Six Year Term.

E. ADMINISTRATION/FINANCE

DISCUSSION OF THE FISCAL YEAR 2014 BUDGET

IX. EXECUTIVE SESSION:

Pursuant to Section 30-4-70 of the South Carolina Code of Laws 1976, as amended.

X. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

May 29, 2013

AGENDA ITEM: Resolution No. 27-2012/13

DEPARTMENT: Emergency Medical Services
Procurement Department

ISSUE UNDER CONSIDERATION:

(Authorize The Addition Of Two Ambulances To The County Fleet For The Emergency Medical Services Department.)

POINTS TO CONSIDER:

- 1) Budget Ordinance No. 27-2012/13, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet.
- 2) The Emergency Medical Services Department is in need of two additional ambulances in the fleet to cover the additional shifts that Council recently approved for the department.
- 3) The EMS Department will fund the associated maintenance and fuel costs with these units out of FY 14 budgeted departmental funds.

OPTIONS:

- 1) (*Recommended*) Approve Resolution No. 27-2012/13 as presented.
- 2) Provide An Alternate Directive.

ATTACHMENTS:

Resolution No. 27-2012/13.

Sponsor(s)/Department : Emergency Medical Services Department
Adopted: : May 29, 2013
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 27-2012/13

(To Authorize The Addition Of Two Ambulances To The County Fleet For The Emergency Medical Services Department.)

WHEREAS:

1. Budget Ordinance No. 01-2012/13, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet; and
2. The Emergency Medical Services Department is in need of two additional ambulances in the fleet to cover the additional shifts that Council recently approved for the department; and
3. The EMS Department will fund the associated maintenance and fuel costs with these units out of FY 14 budgeted departmental funds.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

The County Administrator is authorized to make a permanent addition to the fleet by purchasing two ambulances for the Emergency Medical Services Department.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL
Special Called Meeting
May 29, 2013

AGENDA ITEM: Ordinance No. 30-2012/13 – Third Reading

DEPARTMENT: County Council/Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project AP, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 30-2012/13.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 30-2012/13

Sponsor(s)	: County Council/Economic Development	
First Reading	: May 2, 2013	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised on
Committee Recommendation	: N/A	_____ for Public Hearing.
Public Hearing	: May 16, 2013	
Second Reading	: May 16, 2013	
Third Reading	: May 29, 2013	
Effective Date	: Immediately	

ORDINANCE NO. 30-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

(AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS BY AND AMONG FLORENCE COUNTY, SOUTH CAROLINA, AND PROJECT AP, AND ONE OR MORE AFFILIATED OR RELATED ENTITIES, AS SPONSOR, TO PROVIDE FOR A FEE IN LIEU OF TAXES INCENTIVE; TO PROVIDE FOR THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS; TO PROVIDE FOR A COUNTY GRANT FOR JOB CREATION AND TO ENTER INTO ANY OTHER NECESSARY AGREEMENTS TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER RELATED MATTERS.)

WHEREAS:

1. Florence County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and
2. Angus-Palm LLC, a Delaware limited liability company that is authorized to do business in the State of South Carolina (referred to hereinafter as the "Company") intends to invest in the expansion of a manufacturing facility through the construction of building improvements and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$13,300,000 over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and
3. Pursuant to an Inducement Resolution dated as of May 16, 2013, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

4. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree and the issuance of a special source revenue credit equal to 25% of the first five payments in lieu of taxes with respect to the Project and 15% of the following five payments in lieu of taxes with respect to the Project; and
5. It appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The County Council hereby approves the provision of a cash grant to the Company of \$2,000 per employee who is both a legal resident of the County and remains employed by the Company in connection with the Project for a five-year period.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned, Clerk to County Council of Florence County, South Carolina ("County Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on May 2, 2013, May 16, 2013, and May 29, 2013. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on May 16, 2013, and notice of the public hearing was published in the *Florence Morning News* on April 30, 2013. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County Council, South Carolina, as of this ____ day of _____, 2013.

Signature: _____
Name: Connie Y. Haselden
Title: Clerk to County Council

FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

ANGUS-PALM LLC

Dated as of May 29, 2013

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

DRAFT

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of May 29, 2013 by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Florence County Council (the "County Council") as the governing body of the County, and Angus-Palm LLC, a Delaware limited liability company that is authorized to do business in the State of South Carolina (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean Angus-Palm LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Florence County Council, the governing body of the County.

"Department" or "SCDOR" shall mean the South Carolina Department of Revenue.

"Diminution in Value" in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company's removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

"Equipment" shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

"Event of Default" shall mean any event of default specified in Section 5.1 of this Fee Agreement.

"Exemption Period" shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year's investment made during the Investment Period.

"Fee," "Fee in Lieu of Taxes," "FILOT," or "Payments in Lieu of Taxes" shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" shall mean the period from the date of this Fee Agreement until the Termination Date.

"Improvements" shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

"Industrial Development Park" shall mean the industrial park between the County and Marion County, South Carolina that includes the Project.

"Infrastructure" shall mean infrastructure serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

"Infrastructure Credit" shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

"Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

"MCIP Act" shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Section 24-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

"Phase" or "Phases" in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one

year in the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

"Project" shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2013 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

"Real Property" shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

"Sponsor" shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

"Termination Date" shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is the lowest millage rate permissible under the Act, which the parties mutually understand to be 317.8 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2012, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of the inclusion of the Property in the Industrial Development Park.

(f) The County will take all reasonable action to ensure that the Project is included in the Industrial Development Park or a successor joint county industrial and business park in the event of the expiration of the Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of expanding its metal fabrication manufacturing facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may

be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county under the Industrial Development Park, and the Department, within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis

for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the lowest millage rate permissible under the Act, which the parties mutually understand to be 317.8 mills, the millage rate in effect on June 30, 2012, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

The Company and the County hereby agree that the Company may elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions

to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for Infrastructure Credits equal to 25% of the first FILOT payments hereunder and 15% of the sixth through tenth FILOT payments hereunder. The Infrastructure Credits shall offset the aggregate Infrastructure costs incurred and shall be applied as a setoff against the FILOT owed for each applicable year.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the

Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make PILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days

of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment: Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice

from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Angus-Palm LLC
c/o Worthington Industries, Inc.
Attn: John Wells
200 Old Wilson Bridge Road
Columbus, OH 43085

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Florence County, South Carolina
Attn: County Administrator
180 N. Irby Street, MSC-G
Florence, SC 29501

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credits explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight

embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**FLORENCE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: Connie Y. Haselden
Title: Clerk to County Council

ANGUS-PALM LLC

Signature: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

FLORENCE COUNTY COUNCIL
Special Called Meeting
May 29, 2013

AGENDA ITEM: Ordinance No. 36-2012/13 – Second Reading

DEPARTMENT: County Council/Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Consenting To The Extension Of Time For Project Proton To Complete The Project Pursuant To That Certain Fee Agreement Dated December 1, 2008; And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 36-2012/13.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 36-2012/13 and Proposed Amendment to Fee Agreement

Sponsor(s)	: County Council/Economic Development	
First Reading/Introduction	: May 16, 2013	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised on
Committee Recommendation	: N/A	_____ for Public Hearing.
Second Reading	: May 29, 2013	
Public Hearing	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 36-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

(CONSENTING TO THE EXTENSION OF TIME FOR PROJECT PROTON TO COMPLETE THE PROJECT PURSUANT TO THAT CERTAIN FEE AGREEMENT DATED DECEMBER 1, 2008; AND OTHER MATTERS RELATED THERETO.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through the Florence County Council (the "Council") and acting pursuant to Title 12, Chapter 44, South Carolina Code, 1976, as amended (the "Act"), heretofore has entered into a negotiated fee-in-lieu-of-tax arrangement (for purposes hereof, the "FILOT") authorized by the Act with Project Proton (the "Company"), pursuant to a Fee Agreement dated December 1, 2008 (the "Fee Agreement"); and
2. Under the Fee Agreement, the Company contemplated that the capital expansions at its Florence County, South Carolina facility (the "Project") would be completed not later than December 31, 2013; however, the Fee Agreement provides that the County may agree to an extension of the time in which to complete the Project; and
3. The Company has satisfied the minimum investment obligations under the Act and the Fee Agreement and, in view of the fact that the Company anticipates additional investment in the future, the Company desires that the County grant its consent, as permitted under the Act, to a five year extension of the time under the Fee Agreement in which to complete the Project (the "Extension").

NOW THEREFORE BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The consent of the Council to the Extension is hereby granted. The consent of the Council shall be reflected and executed through a First Amendment to Fee Agreement, the form of which amendment is attached to this Ordinance. The Administrator of the County is hereby authorized and directed to execute the First Amendment to Fee Agreement by and on behalf of

the County in substantially the form as now appears before the Council, with such minor changes and corrections thereto as shall not increase the cost or liability to the County and as shall be approved by the Chairman of the "Council," upon the advice of counsel, his signature thereon reflecting his approval of any such changes. The Clerk to the Council is hereby authorized and directed to attest such execution.

2. This Ordinance shall take effect and be effective from and after third and final reading and approval by the Council.
3. All Ordinances, Orders, Resolutions, and actions of the County inconsistent herewith are hereby, to the extent of such inconsistency only, revoked, repealed, and superseded.
4. Should any part, portion, or term of this Ordinance be deemed invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect the remainder hereof, all of which is hereby deemed separable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney

FIRST AMENDMENT TO FEE AGREEMENT

THIS FIRST AMENDMENT TO FEE AGREEMENT (this "Amendment") is made and entered into as of this ____ day of _____, 2013 by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Florence County Council (the "County Council") as the governing body of the County; and PROJECT PROTON (the "Company"), a corporation duly qualified to transact business in the State of South Carolina.

WITNESSETH:

Recitals.

Pursuant to an Inducement and Millage Rate Agreement dated as of _____, 2008 (the "Inducement Agreement") between the County and Company which was authorized by a Resolution adopted by the County Council on _____, 2008 (the "Inducement Resolution") and adopted by an Ordinance on _____, 2008, the County entered into a Fee Agreement (the "Fee Agreement") with Company to obtain property tax incentives under South Carolina law with respect to certain capital expansions at its Florence County, South Carolina facility (the "Project"). Under the Fee Agreement, Company contemplated that the Project would be completed not later than December 31, 2013. However, the Fee Agreement provides that the County may agree to an extension of the time in which to complete the Project. Under §12-44-40(13) of the South Carolina Code of Laws, 1976 as amended, (the "Code") such an extension is also permitted.

Since Company has met the minimum investment obligations under the Act by investing approximately \$ _____ at the Project and further anticipates an additional investment in the Project of \$ _____ to \$ _____ in the future, Company requests as required by § 4-29-67(c)(2)(A) of the Act, and the County has indicated its willingness to consent, to a five (5) year extension of time to complete the Project until December 31, 2018.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the parties hereto agree as follows:

1. The Investment Period, as defined in the Fee Agreement, shall be extended to December 31, 2018.
2. All other references throughout the Fee Agreement which shall require amending as a consequence of this Amendment, including schedules and exhibits, shall be deemed so amended.
3. Except as amended by this Amendment, the Fee Agreement shall remain unchanged and shall continue in full force and effect. The Fee Agreement as amended by this Amendment, constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous written or oral understandings of the parties with respect to the matters covered hereunder.

[Signature Page to Follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to Fee Agreement to be executed by their duly authorized officer(s), all as of the day and year first above written.

WITNESSES:

FLORENCE COUNTY,
SOUTH CAROLINA

By: _____
James T. Schofield
Chairman, Florence County Council

Attest: _____
Connie Y. Haselden
Clerk, Florence County Council

WITNESSES:

PROJECT PROTON

By: _____
Name: _____

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF FLORENCE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Florence County, South Carolina, by its duly authorized officers, seal and as its act and deed, deliver the within written First Amendment to Fee Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2013

_____(SEAL)
Notary Public for South Carolina
My commission expires:

STATE OF _____)

PROBATE

COUNTY OF _____)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Project Proton, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written First Amendment to Fee Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2013

_____(SEAL)
Notary Public for _____
My commission expires:

**FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING**

May 29, 2013

AGENDA ITEM: Boards & Commission
Pee Dee Regional Health Services District

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation Of J. Boone Aiken, III, General Counsel to McLeod Health, For The Appointment Of The Following Individuals To Serve On The Pee Dee Regional Health Services District With Appropriate Expiration Terms And Pending Approval Of The Governor: David Durant, Starlee Alexander, John Curl, and Carl Humphries.

ATTACHMENTS:

1. Letter from J. Boone Aiken, III, General Counsel to McLeod Health.

FLORENCE COUNTY COUNCIL MEETING

May 29, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Grants Department

ISSUE UNDER CONSIDERATION:

Accept allocation from the South Carolina Department of Transportation (SCDOT) under the Florence County Transportation Committee (FCTC) C funds program, PCN #42566 in the amount of \$39,200 for the resurfacing of South Murray Hill Road.

POINTS TO CONSIDER:

1. The South Carolina Department of Transportation under the C Funds Program, PCN#42566 has allocated \$39,200 for the resurfacing of South Murray Hill Road.
2. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Provide an Alternate Directive.

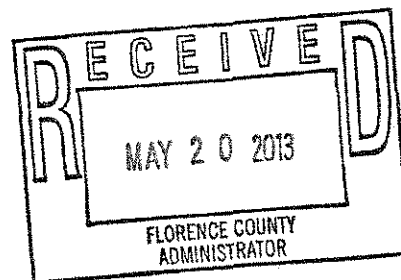
ATTACHMENTS:

Letter from South Carolina Department of Transportation dated May 15, 2013.



South Carolina
Department of Transportation

May 15, 2013



Mr. K. G. Smith Jr., County Administrator
Florence County
180 North Irby Street MSC-G
Florence, South Carolina 29501

Dear Mr. Smith:

I am pleased to inform you that Florence County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds for an improvement project in Florence County.

Per the CTC's approval, \$39,200.00 was allocated to Florence County Public Works for local paving project **C PCN 42566**. This project is identified as resurfacing South Murray Hill Road. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

Florence County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.



Mr. K. G. Smith Jr.

Page 2

May 15, 2013

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

If you have any questions or concerns, please contact me at 803-737-4832 for assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Batina Feaster".

Batina Feaster
Program Coordinator
C Program Administration

BF:bmf
Enclosures

**FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING**

May 29, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: County Attorney

ISSUE UNDER CONSIDERATION:

Authorize The County Attorney To Enter Into Negotiations To Purchase Properties Adjacent To The Florence National Cemetery Owned By Seretta Ford To Expand The Cemetery, In An Amount Not To Exceed \$20,000 From Funding Previously Approved At The November 15, 2012 Regular Meeting Of County Council; And Authorize The County Administrator To Execute An Option To Purchase Real Estate Pending Review By The County Attorney.

FLORENCE COUNTY COUNCIL MEETING

May 29, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: EMS Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize the use of Florida Association of Counties Bid # 11-10-1202 awarded to Wheeled Coach Industries to purchase two (2) ambulances at a base bid of \$111,400.00 each with needed options in the amount of \$72,756 (total purchase of \$295,556) from Peach State Ambulance, Inc., Tyrone, Ga, the authorized regional representative for Wheeled Coach Industries to be funded from EMS Departmental Funds.

POINTS TO CONSIDER:

- 1) Florida Association of Counties and the Florida Sheriff's Association publicly offered Bid # 11-10-1202 for fire/rescue vehicles and other fleet equipment.
- 2) Governmental entities located outside the State of Florida are allowed to purchase under the terms and conditions of the contract resulting from the bid.
- 3) The EMS Director recommends this award.
- 4) The bid expires December 31, 2013.

FUNDING FACTORS:

- 1) \$222,800 = Total base cost for two (2) ambulances to be funded from budgeted FY 13 EMS Department Funds.
- 2) \$72,756 = Total cost of additional options for two (2) ambulances to be funded from budgeted FY 13 EMS Department Funds.

OPTIONS:

- 1) *(Recommended)* Approve as presented.
- 2) Provide An Alternate Directive.

ATTACHMENTS:

- 1) Quote from Peach State Ambulance, Inc.
- 2) Letter from Wheeled Coach Industries dated September 2, 2009.
- 3) Letter of Recommendation from EMS Director.



Peach State Ambulance, Inc.

Sales and Service

130 Peach State Court
Tyrone (Atlanta), Georgia 30269
800-553-7724



WHEELED COACH 165" G4500 TYPE III 4X2 AMBULANCE

PURCHASER:

Florence County EMS
527 S. Church St.
Florence, S.C. 29526

SELLER:

Peach State Ambulance Inc.
130 Peach State Court
Tyrone, GA 30290

CONTACT: Ryon Watkins
PHONE: 843-665-3038
FAX:

CONTACT: Rick Franklin
PHONE: 770-486-7410
FAX: 770-631-1830

2013 CHEVROLET G4500 CAB CHASSIS WHEELED COACH TYPE III 165" X 95" 4X2 "WALK THROUGH" MODULAR AMBULANCE

2013 CHEVROLET G4500 CAB CHASSIS

159.0" WHEELBASE

100" CAB TO AXLE

2 WHEEL DRIVE, DUAL REAR WHEEL

14,200 LBS GVWR

AMBULANCE BUILDERS PREP PACKAGE

SL TRIM PACKAGE

4-WHEEL ANTI-LOCK BRAKE SYSTEM

POWER BRAKES/ POWER STEERING

INSULATED, BLACK RUBBER FLOOR MAT IN CAB

TILT STEERING

CRUISE CONTROL

ETR AM/FM STEREO & CD WITH BUILT-IN CLOCK

4-SPEED AUTOMATIC TRANSMISSION WITH OVERDRIVE

HEAVY DUTY SHOCKS/ SUSPENSION

6.6 DURAMAX TURBO V-8 DIESEL ENGINE

ALL SEASON RADIAL TIRES

FACTORY AIR CONDITIONING

DUAL 145 AMP RATED ALTERNATORS

FULL INSTRUMENTATION

OEM CLOTH HIGH BACK CAPTAINS SEATS

3.73 REAR AXLE RATIO (limited slip differential)

EXTRA ENGINE COOLING PACKAGE

HEAVY DUTY RADIATOR

ENGINE OIL COOLER

TWO (2) 850 CCA BATTERIES UNDERHOOD

SUPER ENGINE COOLING

FRONT AND REAR STABILIZER BARS

DUAL AIR BAGS

WHITE-EXTERIOR CLEARCOAT PAINT

AUXILIARY POWER TRAIN CONTROL

DELUXE INSULATION PACKAGE

HEAVY DUTY AIRCONDITIONING/HEATING
POWER WINDOWS & DOOR LOCKS
CUSTOM RADIO CONSOLE FOR FRONT CAB (build with the same measurements as last year)
MINIMUM STANDARD PAYLOAD -1,750 LBS.
BLOCK HEATER: BLOCK HEATER TO BE WIRED TO SHORELINE WITH A SUMMER
SWITCH

BODY FEATURES

Dimensions: 165" x 95" x 72" Interior

COMPARTMENT LATCHES: LOCKING CHROME TRIMARK
MUD FLAPS: REAR RUBBER FOR DRW MODULAR
ENTRY DOOR LATCHES: CHROME TRIMARK, LOCKING, INSIDE & OUTSIDE
EXTERIOR COMPARTMENTS: (7) #1-20.5" x 78.75" x 18.75", #2-34" x 38.25" x 18.75",
#4 -32.5" x 38.25" x 18.75", #5 -8" x 78.75" x 20.75"WITH A VERTICAL DIVIDER; #6 - 24" x 26.75"
x 18.75"; #8 - 21.5" x 53.5" x 30.5"WITH A VERTICAL DIVIDER; #9 (Battery Compt) 20" x 12" x
18.75"
FUEL FILL GUARD: CAST ALUMINUM
INTERIOR HEIGHT: MINIMUM OF 72" OF HEADROOM
MIRRORS: BLACK PLASTIC SHROUD LOW MOUNT RV TYPE WITH BUILT CONVEX
REAR ENTRY DOORS: 54" X 57"
REAR ENTRY DOOR HOLD OPENS: CAST ALUMINUM "GRABBER" STYLE
REAR STEP BUMPER: ALUMINUM FLIP UP fully WELDED AND RIVETED WITH OPEN
GRATE IN CENTER SECTION WTH RUBBER DOCK BUMPERS
RUB RAILS: ALUMINUM WITH RUBBER IMPACT PAD AND REFLECTIVE INLAY
RUNNING BOARDS: ALUMINUM DIAMOND PLATE
STONE GUARDS: FRONT AND REAR 11" UP, ALUMINUM DIAMOND PLATE
SIDE ENTRY DOOR: 31" X 66"
SPARE TIRE: SHIP LOOSE
STATIC VENT, FRESH AIR INTAKE: LOCATED ABOVE ALS CABINET
UNDERCOATING: IN ACCORDANCE WITH CHASSIS MANUFACTURER'S
RECOMMENDATIONS
WHEEL COVERS: STAINLESS STEEL WHEEL SIMULATORS
WITH BRAIDED CHROME FILL TUBES
WHEEL WELL TRIM: DIAMOND PLATE SURROUNDING WHEELWELL OPENING AND
ROLLED RUBBER FENDERETTES
WINDOWS: (1) SLIDER IN SIDE ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT
WINDOWS: (1) FIXED IN EACH REAR ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT

VEHICLE FEATURES

ANTENNA COAX: TWO; (2) RUNS FROM CEILING OF MODULE TO BEHIND DRIVER'S SEAT
ANTENNAE PREWIRED WITH POWER AND GROUND WIRES WITH BREAKER
BACK UP ALARM: 97 DECIBEL RATING WITH MOMENTARY CUT-OFF SWITCH
DOOR OPEN: STANDARD ALARM SYSTEM ACTIVATED BY
PATIENT ENTRY OR COMPARTMENT DOOR OPEN CONDITION
DUAL OEM BATTERIES: 1700 CCA TOTAL

MASTER ON-OFF BATTERY SWITCH: ELECTRONIC SELENOID
GAUGES: AMMETER AND VOLTMETER, DIGITAL READOUT
HEATER/AIR CONDITIONER: COMBINATION PUREAIR HEATER AND AIR CONDITIONER
WITH DUCTED AIR CEILING DUCKS AND ELECTRONIC THERMOSTAT CONTROL IN
PATIENT COMPARTMENT

INVERTER: DIMENSIONS ABT-1200W INVERTER WITH TRANSFER SWITCH
BATTERY CHARGER: PROGRESSIVE DYNAMICS PD9130 CHARGER/CONDITIONER
SHORELINE: KUSSMAUL SUPER AUTO EJECT 20 AMP WHITE, KUSSMAUL 20 AMP FOR
HEATER, RED
VENT POWER: MARINE STYLE WITH 3 SPEED FAN LOCATED OVER SIDE ENTRY DOOR
115 RECEPTACLES: (3) DUPLEX LIGHTED HOSPITAL GRADE WITH GFI PROTECTION, (1) IN
ACTION AREA, (1) IN SECOND ACTION AREA ABOVE SHELF (1) IN ALS CABINET
CHECK OUT LIGHTS: CHECK OUT LIGHTS WITH A 15 MINUTE TIMER LOCATED ON
THE CURBSIDE WALL AT HEAD OF SQUAD BENCH

POWER DISTRIBUTION & CONTROL SYSTEM

POWER DISTRIBUTION BOARD: ETCHED TRACE "PRINTED" CIRCUIT BOARD WITH
AUTOMOTIVE STYLE BOSCH RELAYS, CIRCUIT BREAKERS
ELECTRONIC CONTROL MODULE: ETCHED TRACE "PRINTED" CIRCUIT BOARDS WITH
STANDARD 15-MINUTE TIME DELAY FOR MODULE CHECK-OUT LIGHTS. DIRECTS LOW
VOLTAGE SWITCHING SIGNALS TO POWER DISTRIBUTION BOARD
FRONT CONTROL SWITCH PANEL: FLUSH MOUNTED IN CAB LOW PROFILE DOGHOUSE
CONSOLE. LOW VOLTAGE ROCKER SWITCH CONTROLS FOR EMERGENCY LIGHTING,
BLACK-OUT FACE WITH LED INDICATORS, DIGITAL VOLT AND AMMETERS, AUTO-RESET
BACK-UP ALARM SWITCH, SIREN CONTROL HEAD, EMERGENCY AND PATIENT
COMPARTMENT MASTER SWITCHES, 3-LIGHT INTERCOM, COMPARTMENT & DOOR AJAR
LIGHTS, ALL FUNCTION SWITCHES, BATTERY INDICATOR LIGHTS AND "WAIT TO START"
LEGEND FOR DIESEL ENGINE, SWITCH FOR AIR HORN OPERATION SHALL BE LOCATED ON
THE DRIVERS SIDE ALLOWING EASE OF USE FROM THE DRIVERS POSITION
INSTALL 2 BLANK ROCKER SWITCHES IN FRONT CONSOLE FOR FUTURE USE
REAR CONTROL SWITCH PANEL: LOW VOLTAGE ROCKER SWITCH CONTROLS FOR
INTERIOR LIGHTING AND 3-LIGHT INTERCOM, BLACK-OUT FACE WITH LED INDICATORS,
HEAT/AC CONTROLS, EXHAUST FAN.

WARNING LIGHTS

FRONT LIGHT BAR: (5) 900 SERIES LED WITH CHROME FLANGES (R,R,C,R,R)
BODY WARNING LIGHTS: (7) WHELEN 900 SERIES HALOGEN WITH CHROME BEZELS, (2)
RED WARNING WITH INTERNAL FLASHER
LIGHTS ON EACH SIDE OF MODULAR BODY (4) RED WARNING LIGHTS ON REAR OF
MODULAR BODY, **WINDOW LEVEL WARNING LIGHTS TO BE WIRED AS BRAKE LIGHTS**
WHEN APPLIED AND (1) AMBER ON REAR OVER DOOR
GRILLE LIGHTS: (2) WHELEN 700 SERIES RED/CLEAR LED MOUNTED
ON POLISHED CAST BEZELS IN FRONT GRILLE
INTERSECTION LIGHTS: WHELEN 700 SERIES RED/CLEAR LED W/FLANGES
LOAD LIGHTS: (2) WHELEN OPTISCENE 900 SERIES OVER REAR DOORS
SCENE LIGHTS: (4) WHELEN OPTISCENE 900 SERIES (2) EACH SIDE WITH INTERNAL
OPTICS 13 DEGREE
SIREN: WHELEN WS-295SLSAI W/NCM LOCATED IN FRONT SWITCH CONSOLE WITH HORN
FEATURE FOR SPECIFIED SIREN IS ENABLED
SIREN SPEAKERS: DUAL SPEAKERS WITH (2) 100 WATT DRIVERS

**STOP, TAIL AND TURN SIGNALS: WHEELED COACH LEDS IN CHROME BEZEL
MARKER LIGHTS: LED MARKER WITH FLASHING CORNER CAP LEDS**

INTERIOR

ACTION AREA LIGHT: (1) 15" FLUORESCENT BAR LIGHT IN ACTION AREA
COT MOUNT: STRYKER DUAL POSITION COT MOUNTS WITH YELLOW COT HOOK
INSTALLED AS PER MANUFACTURERS GUIDELINE
DOMELIGHTS: (7) WELDON LED LIGHTS, (2) ROWS WITH EACH SIDE SWITCHED
SEPARATELY, DUAL INTENSITY
FLOORING: SPECIAL HEAVY DUTY, HIGH QUALITY *LONPLATE II SAFETY VINYL*
FLOORING ROLLED UP SIDES 4"
SPOTLIGHT: (1) OPTRONICS HAND-HELD 400,000 CP, HARD WIRED, MOUNTED ON ENGINE
COVER, MOMENTARY BUTTON SWITCH
STEPWELL LIGHT: (1) INSIDE STEP WELL CLEAR LED ACTIVATED WITH SIDE DOOR

OXYGEN, VACUUM & MISCELLANEOUS EQUIPMENT

ASPIRATOR: (1) RICO RS-4X DISPOSABLE ASPIRATOR, HARD PLUMBED TO 12 V ELECTRIC
VACUUM PUMP, ASPIRATOR COLLECTION JAR LOCATED IN ACTION AREA
INCLUDED LAERDAL PORTABLE SUCTION UNIT TO BE INSTALLED IN UPPER ALS (FINAL
LOCATION TO BE DETERMINED AT FINAL INSPECTION) TO BE POWERED BY 110V OUTLET
IN ALS
OXYGEN CYLINDER BRACKET: SET OF (2) 3000 # BURST STRENGTH NYLON BANDS, AND
ADJUSTABLE STRAP FOR "M" SIZE CYLINDER, LOCATED IN COMPARTMENT #1
PORTABLE O2 STORAGE AT END OF SQUAD BENCH WITH A BARREL LATCH ON DOOR
OXYGEN OUTLETS: (3) OHIO QUICK DISCONNECTS; (1) IN ACTION AREA, (1) IN CEILING
AND (1) CURBSIDE WALL
OXYGEN WRENCH: (1) CHAINED IN OXYGEN COMPARTMENT
VACUUM PUMP: THOMAS 12VDC, MOUNTED ON CEILING IN COMPARTMENT #1
12 VDC OUTLETS: (3) FOR CIGARETTE LIGHTER STYLE PLUGS
110 VAC OUTLETS: (3) 110 VOLT OUTLETS

CABINETS & HARDWARE

ADJUSTABLE SHELVES: THREE (3); ONE IN COMPARTMENT #2, ONE IN
COMPARTMENT #4, AND ONE IN COMPARTMENT #6
ASSIST HANDLES: (3) , ONE (1) "L" STYLE HANDLES; ONE (1) ON EACH PATIENT ENTRY
DOOR PLUS ONE (1) 10" ON ALS CABINET
ACTION AREA: ANGLED SWITCH PANEL WITH BRUSHED ALUMINUM ON LOWER ACTION
AREA WALL
ALS CABINET: (2) ADJUSTABLE SHELVES, OPEN LOWER SECTION, INTERIOR ACCESS
ONLY, RETRACTABLE SEATBELTS AT ALL ALS OPENING (NO INTERIOR DOORS ON ALS)

ASSIST RAILS: (1) 64" STAINLESS STEEL CEILING ASSIST RAIL OVER COT AREA
CONTAMINATED "SHARPS" DISPOSAL: REMOVEABLE, LOCATED IN FRONT ACTION
AREA
IV HOLDERS: (2) DUAL BOTTLE SWING DOWN STYLE, (1) EACH OVER COT AND SQUAD
BENCH, CHEST AREA, W/VELCRO RETAINING STRAPS
LABELS: (2) "NO SMOKING" SIGNS, (1) IN CAB, AND (1) IN PATIENT COMPARTMENT, (2)
"FASTEN SEAT BELT SIGNS, (1) IN CAB, (1) IN PATIENT COMPARTMENT
SEAT BELTS: (5) SETS OF AUTOMOTIVE TYPE LAP BELTS; (3) ON SQUAD BENCH,

(1) TECHNICIAN'S SEAT; (2) MALE END BELTS ON FACE
 OF SQUAD BENCH FOR SECONDARY PATIENT
**SQUAD BENCH: SOLID LID WITH RATCHET TYPE HOLD OPEN, FULL CUSHION;
 SAFETY NET AT END OF SQUAD BENCH**
ADDITIONAL OVERHEAD CABINET ABOVE BENCH
**PLEXIGLASS DOORS: ALL PLEXIGLASS TO BE 3/16"(.1875") THICK, CLEAR, ALL SLIDING
 DOORS TO HAVE FULL LENGTH ALUMINUM PULL HANDLES**
**STREETSIDE CABINETS: STANDARD PRINT WITH CPR SEAT WITH SHARPS AND TRASH IN
 ACTION AREA, DROP DOWN TRAY AND SECOND ACTION AREA**
TECHNICIAN SEAT: HIGH BACK AUTO STYLE WITH 3 POINT HARNESS
UPHOLSTERY: THERMAL VACUUM FORMED SEAMLESS VINYL

PAINT, DECALS, LETTERING

PAINT COLOR: MAIN BODY BRIGHT WHITE
GRAPHICS: PAINT AND GRAPHICS TO MATCH EXISTING FLEET
STAR OF LIFE DECALS: REFLECTIVE BLUE SCOTCHLITE WITH WHITE BORDER
 (2) SOL, 4" ON HOOD (10.16cm)
 (2) SOL, 12" ON REAR (30.48cm)
 (2) SOL, 16" (1) EACH SIDE (40.64cm)
 (1) STAR, 32" ON ROOF (81.28cm)
 (1) AMBULANCE, 4" MIRROR IMAGE ON HOOD (10.16cm)
 (3) AMBULANCE, 6" (1) ON EACH SIDE AND REAR (15.24cm)

OPTIONS ADDED TO BID PRICE

**DOOR LOCKS: ELECTRIC DOORLOCKS ON ALL ENTRY DOORS WITH HIDE AWAY
 SWITCH IN FRONT GRILLE WITH (2) KEY FOBS.....\$700.00**
AIR HORNS: BUEL DUAL AIR HORNS MOUNTED IN FRONT BUMPER.....\$1550.00
ELECTRIC VELVAC MIRRORS.....658.00
TIMBREN FRONT SUSPENSION UPGRADE.....1125.00
LOWER ORANGE PAINT.....1800.00
GRAPHICS.....1400.00
CHEVRONS ON REAR OF MODULE.....600.00
WIG WAGS: MOUNTED IN FRONT HEADLAMPS.....361.00
SUPER LED UPGRADE FOR ALL EXTERIOR WARNING LIGHTS.....2091.00
110 VOLT HEATER IN SEAT BASE WITH 20 AMP AUTO EJECT.....225.00
CAB AUXILLARY CUSTOM CONSOLE.....375.00
20 AMP KUSMAULL AUTO EJECT FOR HEATER.....370.00
1200 WATT INVERTER.....1300.00
BATTERY CHARGER/CONDITIONER.....332.00
ZIAMATIC O2 MOUNT 'M' CLY.....235.00
SPLINT CABINET ABOVE SQUAD BENCH.....680.00
SHARPS AND WASTE AT END OF SQUAD BENCH.....160.00
60 LB. GAS STRUT ON SQUAD BENCH LID.....24.00
DIAMOND PLATE ABOVE REAR WHEEL WELLS.....430.00
EVS 3 POINT CHILD SAFETY SEAT.....775.00
GLOVE BOX HOLDER ABOVE SIDE ENTRY DOOR.....225.00
FLASHLIGHTS: 2 RECHARGABLE SL-45 FLASHLIGHTS518.00
FLOWMETERS: (2) OHIO FLOWMETERS.....64.00
REGULATOR: (1) ONE O2 REGULATOR.....37.00
HUMIDIFIER: (1) ONE HUMIDIFIER.....72.00
2 ADDITIONAL KEY FOBS84.00
ADD 4 PERCO IV CLIPS WITH VELCRO STRAPS.....48.00



Peach State Ambulance, Inc.

Sales and Service

130 Peach State Court
Tyrone (Atlanta), Georgia 30269
800-553-7724



WHEELED COACH 165" G4500 TYPE III 4X2 AMBULANCE

PURCHASER:

Florence County EMS
527 S. Church St.
Florence, S.C. 29526

SELLER:

Peach State Ambulance Inc.
130 Peach State Court
Tyrone, GA 30290

CONTACT: Ryon Watkins
PHONE: 843-665-3038
FAX:

CONTACT: Rick Franklin
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2013 CHEVROLET G4500 CAB CHASSIS

159.0" WHEELBASE

100" CAB TO AXLE

2 WHEEL DRIVE, DUAL REAR WHEEL

14,200 LBS GVWR

AMBULANCE BUILDERS PREP PACKAGE

SL TRIM PACKAGE

4-WHEEL ANTI-LOCK BRAKE SYSTEM

POWER BRAKES/ POWER STEERING

INSULATED, BLACK RUBBER FLOOR MAT IN CAB

TILT STEERING

CRUISE CONTROL

ETR AM/FM STEREO & CD WITH BUILT-IN CLOCK

4-SPEED AUTOMATIC TRANSMISSION WITH OVERDRIVE

HEAVY DUTY SHOCKS/ SUSPENSION

6.6 DURAMAX TURBO V-8 DIESEL ENGINE

ALL SEASON RADIAL TIRES

FACTORY AIR CONDITIONING

DUAL 145 AMP RATED ALTERNATORS

FULL INSTRUMENTATION

OEM CLOTH HIGH BACK CAPTAINS SEATS

3.73 REAR AXLE RATIO (limited slip differential)

EXTRA ENGINE COOLING PACKAGE

HEAVY DUTY RADIATOR

ENGINE OIL COOLER

TWO (2) 850 CCA BATTERIES UNDERHOOD

SUPER ENGINE COOLING

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DELUXE INSULATION PACKAGE

HEAVY DUTY AIRCONDITIONING/HEATING
POWER WINDOWS & DOOR LOCKS
CUSTOM RADIO CONSOLE FOR FRONT CAB (build with the same measurements as last year)
MINIMUM STANDARD PAYLOAD -1,750 LBS.
BLOCK HEATER: BLOCK HEATER TO BE WIRED TO SHORELINE WITH A SUMMER
SWITCH

BODY FEATURES

Dimensions: 165" x 95" x 72" Interior

COMPARTMENT LATCHES: LOCKING CHROME TRIMARK
MUD FLAPS: REAR RUBBER FOR DRW MODULAR
ENTRY DOOR LATCHES: CHROME TRIMARK, LOCKING, INSIDE & OUTSIDE
EXTERIOR COMPARTMENTS: (7) #1-20.5" x 78.75" x 18.75", #2-34" x 38.25" x 18.75",
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x 18.75"; #8 -21.5" x 53.5" x 30.5" WITH A VERTICAL DIVIDER; #9 (Battery Compt) 20" x 12" x
18.75"
FUEL FILL GUARD: CAST ALUMINUM
INTERIOR HEIGHT: MINIMUM OF 72" OF HEADROOM
MIRRORS: BLACK PLASTIC SHROUD LOW MOUNT RV TYPE WITH BUILT CONVEX
REAR ENTRY DOORS: 54" X 57"
REAR ENTRY DOOR HOLD OPENS: CAST ALUMINUM "GRABBER" STYLE
REAR STEP BUMPER: ALUMINUM FLIP UP fully WELDED AND RIVETED WITH OPEN
GRATE IN CENTER SECTION WTH **RUBBER DOCK BUMPERS**
RUB RAILS: ALUMINUM WITH RUBBER IMPACT PAD AND REFLECTIVE INLAY
RUNNING BOARDS: ALUMINUM DIAMOND PLATE

STONE GUARDS: FRONT AND REAR 11" UP, ALUMINUM DIAMOND PLATE
SIDE ENTRY DOOR: 31" X 66"
SPARE TIRE: SHIP LOOSE
STATIC VENT, FRESH AIR INTAKE: LOCATED ABOVE ALS CABINET
UNDERCOATING: IN ACCORDANCE WITH CHASSIS MANUFACTURER'S
RECOMMENDATIONS
WHEEL COVERS: STAINLESS STEEL WHEEL SIMULATORS
WITH BRAIDED CHROME FILL TUBES
WHEEL WELL TRIM: DIAMOND PLATE SURROUNDING WHEELWELL OPENING AND
ROLLED RUBBER FENDERETTES
WINDOWS: (1) SLIDER IN SIDE ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT
WINDOWS: (1) FIXED IN EACH REAR ENTRY DOOR 19.5"H X 17.5"W WITH STANDARD TINT

VEHICLE FEATURES

ANTENNA COAX: TWO; (2) RUNS FROM CEILING OF MODULE TO BEHIND DRIVER'S SEAT
ANTENNAE PREWIRED WITH POWER AND GROUND WIRES WITH BREAKER
BACK UP ALARM: 97 DECIBEL RATING WITH MOMENTARY CUT-OFF SWITCH
DOOR OPEN: STANDARD ALARM SYSTEM ACTIVATED BY
PATIENT ENTRY OR COMPARTMENT DOOR OPEN CONDITION
DUAL OEM BATTERIES: 1700 CCA TOTAL

MASTER ON-OFF BATTERY SWITCH: ELECTRONIC SELENOID
GAUGES: AMMETER AND VOLTMETER, DIGITAL READOUT
HEATER/AIR CONDITIONER: COMBINATION HEATER AND AIR CONDITIONER WITH
DUCTED AIR CEILING DUCKS AND ELECTRONIC THERMOSTAT CONTROL IN PATIENT
COMPARTMENT

INVERTER: DIMENSIONS ABT-1200W INVERTER WITH TRANSFER SWITCH
BATTERY CHARGER: PROGRESSIVE DYNAMICS PD9130 CHARGER/CONDITIONER
SHORELINE: KUSSMAUL SUPER AUTO EJECT 20 AMP WHITE, KUSSMAUL 20 AMP FOR
HEATER, RED

VENT POWER: MARINE STYLE WITH 3 SPEED FAN LOCATED OVER SIDE ENTRY DOOR
115 RECEPTACLES: (3) DUPLEX LIGHTED HOSPITAL GRADE WITH GFI PROTECTION, (1) IN
ACTION AREA, (1) IN SECOND ACTION AREA ABOVE SHELF (1) IN ALS CABINET
CHECK OUT LIGHTS: CHECK OUT LIGHTS WITH A 15 MINUTE TIMER LOCATED ON
THE CURBSIDE WALL AT HEAD OF SQUAD BENCH

POWER DISTRIBUTION & CONTROL SYSTEM

POWER DISTRIBUTION BOARD: ETCHED TRACE "PRINTED" CIRCUIT BOARD WITH
AUTOMOTIVE STYLE BOSCH RELAYS, CIRCUIT BREAKERS
ELECTRONIC CONTROL MODULE: ETCHED TRACE "PRINTED" CIRCUIT BOARDS WITH
STANDARD 15-MINUTE TIME DELAY FOR MODULE CHECK-OUT LIGHTS. DIRECTS LOW
VOLTAGE SWITCHING SIGNALS TO POWER DISTRIBUTION BOARD
FRONT CONTROL SWITCH PANEL: FLUSH MOUNTED IN CAB LOW PROFILE DOGHOUSE
CONSOLE. LOW VOLTAGE ROCKER SWITCH CONTROLS FOR EMERGENCY LIGHTING,
BLACK-OUT FACE WITH LED INDICATORS, DIGITAL VOLT AND AMMETERS, AUTO-RESET
BACK-UP ALARM SWITCH, SIREN CONTROL HEAD, EMERGENCY AND PATIENT
COMPARTMENT MASTER SWITCHES, 3-LIGHT INTERCOM, COMPARTMENT & DOOR AJAR
LIGHTS, ALL FUNCTION SWITCHES, BATTERY INDICATOR LIGHTS AND "WAIT TO START"
LEGEND FOR DIESEL ENGINE, SWITCH FOR AIR HORN OPERATION SHALL BE LOCATED ON
THE DRIVERS SIDE ALLOWING EASE OF USE FROM THE DRIVERS POSITION
INSTALL 2 BLANK ROCKER SWITCHES IN FRONT CONSOLE FOR FUTURE USE
REAR CONTROL SWITCH PANEL: LOW VOLTAGE ROCKER SWITCH CONTROLS FOR
INTERIOR LIGHTING AND 3-LIGHT INTERCOM, BLACK-OUT FACE WITH LED INDICATORS,
HEAT/AC CONTROLS, EXHAUST FAN.

WARNING LIGHTS

FRONT LIGHT BAR: (7) 900 SERIES LED WITH CHROME FLANGES (R,R,R,C,R,R,R)
BODY WARNING LIGHTS: (7) WHELEN 900 SERIES HALOGEN WITH CHROME BEZELS, (2)
RED WARNING WITH INTERNAL FLASHER
LIGHTS ON EACH SIDE OF MODULAR BODY (4) RED WARNING LIGHTS ON REAR OF
MODULAR BODY, **WINDOW LEVEL WARNING LIGHTS TO BE WIRED AS BRAKE LIGHTS**
WHEN APPLIED AND (1) AMBER ON REAR OVER DOOR
GRILLE LIGHTS: (2) WHELEN 700 SERIES RED/CLEAR LED MOUNTED
ON POLISHED CAST BEZELS IN FRONT GRILLE
INTERSECTION LIGHTS: WHELEN 700 SERIES RED LED W/FLANGES
INTERSECTION REAR: (2) WHELEN 700 SERIES LED ABOVE REAR WHEEL WELLS
LOAD LIGHTS: (2) WHELEN OPTISCENE 900 SERIES OVER REAR DOORS
SCENE LIGHTS: (4) WHELEN OPTISCENE 900 SERIES (2) EACH SIDE WITH INTERNAL
OPTICS 13 DEGREE
SIREN: WHELEN WS-295LSAI W/NCM LOCATED IN FRONT SWITCH CONSOLE WITH HORN
FEATURE FOR SPECIFIED SIREN IS ENABLED
SIREN SPEAKERS: DUAL SPEAKERS WITH (2) 100 WATT DRIVERS

**STOP, TAIL AND TURN SIGNALS: WHEELED COACH LEDS IN CHROME BEZEL
MARKER LIGHTS: LED MARKER WITH FLASHING CORNER CAP LEDS**

INTERIOR

**ACTION AREA LIGHT: (1) 15" FLUORESCENT BAR LIGHT IN ACTION AREA
COT MOUNT: STRYKER DUAL POSITION COT MOUNTS WITH YELLOW COT HOOK
INSTALLED AS PER MANUFACTURERS GUIDELINE**

**DOMELIGHTS: (7) WELDON LED LIGHTS, (2) ROWS WITH EACH SIDE SWITCHED
SEPARATELY, DUAL INTENSITY**

**FLOORING: SPECIAL HEAVY DUTY, HIGH QUALITY *LONPLATE II SAFETY VINYL*
FLOORING ROLLED UP SIDES 4"**

**SPOTLIGHT: (1) OPTRONICS HAND-HELD 400,000 CP, HARD WIRED, MOUNTED ON ENGINE
COVER, MOMENTARY BUTTON SWITCH**

STEPWELL LIGHT: (1) INSIDE STEP WELL CLEAR LED ACTIVATED WITH SIDE DOOR

OXYGEN, VACUUM & MISCELLANEOUS EQUIPMENT

**ASPIRATOR: (1) RICO RS-4X DISPOSABLE ASPIRATOR, HARD PLUMBED TO 12 V ELECTRIC
VACUUM PUMP, ASPIRATOR COLLECTION JAR LOCATED IN ACTION AREA
INCLUDED LAERDAL PORTABLE SUCTION UNIT TO BE INSTALLED IN UPPER ALS (FINAL
LOCATION TO BE DETERMINED AT FINAL INSPECTION) TO BE POWERED BY 110V OUTLET
IN ALS**

**OXYGEN CYLINDER BRACKET: SET OF (2) 3000 # BURST STRENGTH NYLON BANDS, AND
ADJUSTABLE STRAP FOR "M" SIZE CYLINDER, LOCATED IN COMPARTMENT #1**

PORTABLE O2 STORAGE AT END OF SQUAD BENCH WITH A BARREL LATCH ON DOOR

**OXYGEN OUTLETS: (3) OHIO QUICK DISCONNECTS; (1) IN ACTION AREA, (1) IN CEILING
AND (1) CURBSIDE WALL**

OXYGEN WRENCH: (1) CHAINED IN OXYGEN COMPARTMENT

VACUUM PUMP: THOMAS 12VDC, MOUNTED ON CEILING IN COMPARTMENT #1

12 VDC OUTLETS: (3) FOR CIGARETTE LIGHTER STYLE PLUGS

110 VAC OUTLETS: (3) 110 VOLT OUTLETS

CABINETS & HARDWARE

**ADJUSTABLE SHELVES: THREE (3); ONE IN COMPARTMENT #2, ONE IN
COMPARTMENT #4, AND ONE IN COMPARTMENT #6**

**ASSIST HANDLES: (3), ONE (1) "L" STYLE HANDLES; ONE (1) ON EACH PATIENT ENTRY
DOOR PLUS ONE (1) 10" ON ALS CABINET**

**ACTION AREA: ANGLED SWITCH PANEL WITH BRUSHED ALUMINUM ON LOWER ACTION
AREA WALL**

**ALS CABINET: (2) ADJUSTABLE SHELVES, OPEN LOWER SECTION, INTERIOR ACCESS
ONLY, RETRACTABLE SEATBELTS AT ALL ALS OPENING (NO INTERIOR DOORS ON ALS)**

**ASSIST RAILS: (1) 64" STAINLESS STEEL CEILING ASSIST RAIL OVER COT AREA
CONTAMINATED "SHARPS" DISPOSAL: REMOVEABLE, LOCATED IN FRONT ACTION
AREA**

**IV HOLDERS: (2) DUAL BOTTLE SWING DOWN STYLE, (1) EACH OVER COT AND SQUAD
BENCH, CHEST AREA, W/VELCRO RETAINING STRAPS**

**LABELS: (2) "NO SMOKING" SIGNS, (1) IN CAB, AND (1) IN PATIENT COMPARTMENT, (2)
"FASTEN SEAT BELT SIGNS, (1) IN CAB, (1) IN PATIENT COMPARTMENT**

SEAT BELTS: (5) SETS OF AUTOMOTIVE TYPE LAP BELTS; (3) ON SQUAD BENCH,

(1) TECHNICIAN'S SEAT; (2) MALE END BELTS ON FACE
 OF SQUAD BENCH FOR SECONDARY PATIENT
SQUAD BENCH: SOLID LID WITH RATCHET TYPE HOLD OPEN, FULL CUSHION;
SAFETY NET AT END OF SQUAD BENCH
ADDITIONAL OVERHEAD CABINET ABOVE BENCH
PLEXIGLASS DOORS: ALL PLEXIGLASS TO BE 3/16"(.1875") THICK, CLEAR, ALL SLIDING
 DOORS TO HAVE FULL LENGTH ALUMINUM PULL HANDLES
STREETSIDE CABINETS: STANDARD PRINT WITH CPR SEAT WITH SHARPS AND TRASH IN
 ACTION AREA, DROP DOWN TRAY AND SECOND ACTION AREA
TECHNICIAN SEAT: HIGH BACK AUTO STYLE WITH 3 POINT HARNESS
UPHOLSTERY: THERMAL VACUUM FORMED SEAMLESS VINYL

PAINT, DECALS, LETTERING

PAINT COLOR: MAIN BODY BRIGHT WHITE
GRAPHICS: PAINT AND GRAPHICS TO MATCH EXISTING FLEET
STAR OF LIFE DECALS: REFLECTIVE BLUE SCOTCHLITE WITH WHITE BORDER
 (2) SOL, 4" ON HOOD (10.16cm)
 (2) SOL, 12" ON REAR (30.48cm)
 (2) SOL, 16" (1) EACH SIDE (40.64cm)
 (1) STAR, 32" ON ROOF (81.28cm)
 (1) AMBULANCE, 4" MIRROR IMAGE ON HOOD (10.16cm)
 (3) AMBULANCE, 6" (1) ON EACH SIDE AND REAR (15.24cm)

OPTIONS ADDED TO BID PRICE

DOOR LOCKS: ELECTRIC DOORLOCKS ON ALL ENTRY AND COMPARTMENT DOORS WITH HIDE AWAY SWITCH IN FRONT GRILLE WITH (2) KEY FOBS.....	900.00
AIR HORNS: BUEL DUAL AIR HORNS MOUNTED IN FRONT BUMPER.....	1550.00
ELECTRIC VELVAC MIRRORS.....	658.00
TIMBREN FRONT SUSPENSION UPGRADE.....	1125.00
LOWER ORANGE PAINT.....	1800.00
GRAPHICS.....	1400.00
CHEVRONS ON REAR OF MODULE.....	600.00
WIG WAGS: MOUNTED IN FRONT HEADLAMPS.....	361.00
DIAMOND PLATE EXTERIOR COMPARTMENTS.....	518.00
SUPER LED UPGRADE FOR ALL EXTERIOR WARNING LIGHTS.....	2891.00
560 WARNING LIGHT FLASHER.....	135.00
3 FLORESCENT CEILING LIGHTS.....	210.00
SEVERE INSULATION PACKAGE.....	250.00
BRUSHED S/S FACE OF SQUAD BENCH AND BASE WALL.....	225.00
110 VOLT HEATER IN SEAT BASE WITH 20 AMP AUTO EJECT.....	225.00
CAB AUXILLARY CUSTOM CONSOLE.....	375.00
20 AMP KUSMAULL AUTO EJECT FOR HEATER.....	370.00
1000 WATT INVERTER.....	1150.00
BATTERY CHARGER/CONDITIONER.....	332.00
ZIAMATIC O2 MOUNT 'M' CLY.....	235.00
CORIAN COUNTER TOP AND ACTION AREA TRAY.....	600.00
SPLINT CABINET ABOVE SQUAD BENCH.....	680.00
SHARPS AND WASTE AT END OF SQUAD BENCH.....	160.00
DIAMOND PLATE ABOVE REAR WHEEL WELLS.....	430.00
EVS 3 POINT CHILD SAFETY SEAT.....	775.00
GLOVE BOX HOLDER ABOVE SIDE ENTRY DOOR.....	225.00
FLASHLIGHTS: 2 RECHARGABLE SL-45 FLASHLIGHTS	518.00

FLOWMETERS: (2) OHIO FLOWMETERS.....	64.00
REGULATOR: (1) ONE O2 REGULATOR.....	37.00
HUMIDIFIER: (1) ONE HUMIDIFIER.....	72.00
2 ADDITIONAL KEY FOBS	84.00
ADD 4 PERCO IV CLIPS WITH VELCRO STRAPS.....	48.00
JOTTO DESK WITH IPAD MOUNTING SYSTEM.....	441.00
DELIVERY FROM TYRONE GA TO FLORENCE SC.....	626.00
STRYKER POWER PRO COT (NO OPTIONS).....	14870.00
STRYKER 6252 STAIR CHAIR (NO OPTIONS).....	3290.00

PRICES, TERMS, WARRANTY, AND DELIVERY INFORMATION

Florida Sheriff's Association bid price.....\$111,400.00

Total Options added to bid price.....\$ 37,860.00

Sub-Total.....\$149,260.00

Total Bid Price 1 Units.....\$ 149,260.00

TERMS: BALANCE AT TIME OF DELIVERY

DELIVERY:

WARRANTY:	CHEVROLET CHASSIS:	3 YEARS/ 36,000MILES
	AMB. ELECTRICAL	6 YEARS/ 72,000 MILES
	AMB. STRUCTURAL	20 YEARS
	AMB. PAINT	7 YEARS
	AMBULANCE CONVERSION:	4 YEARS/48,000 MILES

_____	_____ RICK FRANKLIN _____
PURCHASER	SELLER

_____	05-22-2013 _____
DATE	DATE



September 24, 2012

Ryan Watkins, Director
Florence County EMS
Florence, SC

Dear Sir,

Peach State Ambulance, Inc. is the authorized dealer for *Wheeled Coach* ambulances in the state of South Carolina.

All government agencies, regardless of the state they are in, unless prohibited by state law or local ordinance, are allowed to purchase off of the Florida Sheriff's Association bid. Please see the attached memo from the Florida Sheriff's Association Dated Jan 1, 2012, page 10 Bid Award announcement.

Thank you for your interest in *Wheeled Coach* ambulances. Please do not hesitate to call if you have any further questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Art Spizer'.

Manager, Bid Group



FLORENCE COUNTY
Emergency Medical Services

Ryon A. Watkins
Director

R. David Exum
Operations Manager

May 22, 2013

Suzanne S. King, Director
Florence County Administrative Services
180 North Irby Street
Florence, SC 29501

Re: Recommendation Regarding Ambulance Purchase

Suzanne,

I'm writing today to recommend that we purchase two ambulances from Peach State Ambulance, who is the South Carolina distributor for Wheeled Coach.

Florence County EMS presently operates twelve ambulances that were built by Wheeled Coach. I have been pleased with the quality of their product and believe that two more of their units will greatly enhance our fleet.

Unlike some other vendors, the customer service from Peach State Ambulance has been exemplary. When issues with the ambulances arise, they take our concerns seriously and do whatever is necessary to correct problems.

Please contact me if you have any questions regarding this matter.

Yours very truly,

Ryon A. Watkins
Director

FLORENCE COUNTY COUNCIL MEETING

May 29, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: Public Works
Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Five Year Extension Of Existing Solid Waste Collection And Disposal Contract With Waste Management One Year In Advance Of Expiration In Order To Recognize Cost Saving Incentives Being Offered By The Company Projected To Be \$1,055,323 Over The Six Year Term.

POINTS TO CONSIDER:

- 1) The current Solid Waste Collection and Disposal Contract with Waste Management was executed in June 2004 with an initial five (5) year term and three (3) additional five (5) year terms. The first additional five (5) year term will expire June 30, 2014.
- 2) Waste Management has proposed to forego the annual CPI adjustment required in the contract, as well as a reduction in fuel surcharge, in exchange for the County's agreement to commit to extend the Solid Waste Collection and Disposal Contract for an additional five (5) year term. The incentives offered represent a projected savings of \$1,055,323 over the six year term.

FUNDING FACTORS:

\$1,055,323 = Total projected savings to be recognized from extension of existing contract for five (5) years to be done one year in advance of expiration.

OPTIONS:

- 1) *(Recommended)* Approve as presented.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

Extension letter from Waste Management.



WASTE MANAGEMENT

2620 Saint Beulah Road
Florence, SC 29506
(843) 413-3000
(843) 292-8098 Fax

April 25, 2013

Mr. Rusty Smith
County Administrator
Florence County
180 North Irby Street MSC-G
Florence, SC 29501

Re: Extension of Solid Waste Collection
And Disposal Contract

Dear Rusty,

This letter will confirm Waste Management of Carolinas, Inc.'s agreement to forego the CPI adjustment, which would otherwise occur on July 1, 2013, as well as a reduction in fuel surcharge in exchange for the County's agreement to commit to extend the Solid Waste Collection and Disposal Contract for an additional five (5) year term beginning July 1, 2014. These incentives represent a projected savings of \$887,817 over the additional five-year term.

By offering these savings, effective July 1, 2013 under the current contract terms the County will receive an additional annual savings of \$167,506.00. Thus, bringing projected savings to the County over the next six years beginning July 1, 2013 is \$1,055,323.00.

In order to implement these savings effective July 1, 2013 we need execution of this letter by May 31, 2013.

As we have discussed, these incentives represent significant and immediate cost savings to the County and will enable Waste Management to plan for the future in Florence County. Waste Management places great value on its relationship with the County and is hopeful that these incentives will enable us to continue our relationship.

If I can answer any questions or do anything to help advance this extension, please let me know.

Sincerely,

Vickie Liebers
Public Sector Account Manager

Agreed and accepted this ____ day of _____, 2013.

By: _____
Rusty Smith, County Administrator

From everyday collection to environmental protection, Think Green®. Think Waste Management.