

ORDINANCE NO. 2024 - 10

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRE SERVICE AGREEMENT AND CONTRACT TO PURCHASE REAL AND PERSONAL PROPERTY WITH ORANGEBURG COUNTY; AUTHORIZING THE TERMINATION OF INDIVIDUAL FIRE CONTRACTS; AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED, BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ORANGEBURG, IN COUNCIL ASSEMBLED:

Section 1. Certain Findings and Determinations.

The City of Orangeburg, South Carolina (the "**City**") hereby finds and determines:

(A) Orangeburg County, South Carolina (the "**County**"), acting through Orangeburg County Council, as the governing body of the County (the "**County Council**"), is empowered by the provisions of Chapter 19 of Title 4 of the Code of Laws of South Carolina, 1976, as amended (the "**Enabling Act**"), to designate areas of the County where fire protection services may be furnished by the County and to make provision for the furnishing of such fire protection services within such designated areas; and

(B) Pursuant to the Enabling Act and Ordinance No. 97-7-8 of the Council dated July 28, 1997, as amended (the "**Fire Ordinance**"), the County has previously created the Orangeburg County Fire District (the "**County Fire District**"); and

(C) By the terms of Section 16-32 of the County's code of ordinances, the service area of the County Fire District includes all unincorporated areas of the County, as well as certain incorporated municipalities in the County, including Bowman, Branchville, Cope, Cordova, Elloree, Eutawville, Holly Hill, Livingston, Neeses, North, Norway, Rowesville, Springfield, Vance and Woodford; however, the service area of the County Fire District expressly excludes the Santee Fire Service District (as defined and described in Chapter 16, Article III of the County's code of ordinances), the City and certain unincorporated areas surrounding the City as further described in Section 16-32 and further recited hereinbelow (generally an area approximately 5 miles in width encircling the City) (generally, the "**City Donut**"); and

(D) The City has historically provided fire services within its municipal boundaries as well as portions of the City Donut by individual contracts with the persons receiving service therein as permitted by Section 5-7-60 of the Code of Laws of South Carolina 1976, as amended ("**Section 5-7-60**"); and

(E) The provision of fire service by individual contracts in the City Donut is inefficient and results in inconsistent funding within the City Donut; and

(F) The Constitution of South Carolina 1895, as amended, and the Enabling Act contemplate the joint exercise of fire service and protection by the County and other authorized political subdivisions, such as the City; and

(G) The County, subject to the terms of a "Fire Service Agreement and Contract to Purchase Real and Personal Property" with the City (the "**Fire Service Agreement**"), the form of which is attached hereto as Exhibit A, is contemplating certain amendments to the Fire Ordinance as necessary to incorporate the City Donut into the service area of the County Fire District; and

(H) The City believes that a consolidated, regional approach to fire service in the City and the City Donut will: (a) attract new firefighters (both paid and volunteer); (b) retain existing firefighters (both paid and volunteer); (c) allow for proper training of new and existing firefighters; (d) stabilize service calls and fire station capacity; and (e) promote better responsiveness and fire service to taxpayers, residents and businesses within the City and the City Donut; and

(I) The City, upon the due and proper amendment of the County Fire District by the County, authorizes the execution and delivery of the Fire Service Agreement and all other actions necessary for the City to contract with the County for fire service.

Section 2. Termination of Existing Fire Contracts; Consent to City Fire District.

(A) As described in Section 1 above, the City currently provides fire services to portions of the City Donut by contract under the provisions of Section 5-7-60. Upon the enactment of this ordinance all existing contracts for fire service within the City Donut under Section 5-7-60 shall be terminated. Thereafter, the City Donut will be incorporated into the County Fire District and thereafter served by the City under the terms of the Fire Service Agreement.

(B) By and through the execution and delivery of the Fire Service Agreement under Section 3 below, the City consents to and approves of the inclusion of the City Donut within the County Fire District.

Section 3. Authorization of Fire Service Agreement; Further Action.

(A) The City Council of the City of Orangeburg, as the governing body of the City (the "**Council**") has reviewed the Fire Service Agreement, the form of which is attached hereto as Exhibit A. The Fire Service Agreement shall be executed and delivered on behalf of the City by the Mayor and attested to by the City Clerk. Upon such execution, the Council shall be timely informed of the execution of the Fire Service Agreement. The consummation of the transactions and undertakings described in the Fire Service Agreement and such additional transactions and undertakings as may be determined by the Mayor in consultation with counsel to be necessary or advisable in connection therewith, are hereby approved.

(B) In providing its approval of the Fire Service Agreement, the Council explicitly reserves, and does not delegate, all rights, duties, or actions respecting substantive revisions to the Fire Service Agreement; Council is authorizing and directing the ministerial completion of any minor details (including completion of the Exhibits) reflected in the current form of the Fire Service Agreement and the action of executing and delivering the Fire Service Agreement on behalf of the City.

(C) Material deviations of the Fire Service Agreement shall require subsequent approval of the Council. Should the Fire Service Agreement require a material revision after the approvals granted by this ordinance, such revisions shall be presented to the Council for its consideration and approval prior to any execution and delivery of such agreement. As used herein, "material deviation" means any change or adjustment to the economic terms of the Fire Service Agreement and the rights and responsibilities of the City thereunder different from in the form of the Fire Service Agreement provided to the Council on the date of enactment of this ordinance.

(D) In connection with the execution and delivery of the Fire Service Agreement, the Mayor is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

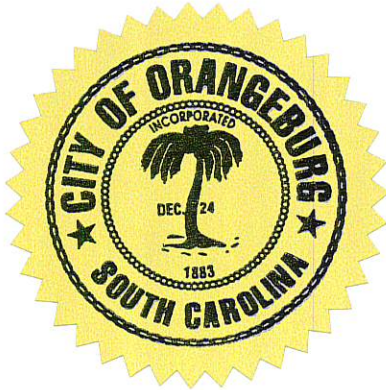
Section 4. Effective Date. This ordinance shall become effective after final reading hereof.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this ordinance, or the Fire Service Agreement is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance or the Fire Service Agreement.

Section 6. Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency.

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DONE AND ENACTED by the City Council of City of Orangeburg, South Carolina, this 1st day of October 2024.



CITY OF ORANGEBURG, SOUTH CAROLINA

Michael C. Butte
Mayor

Robert F. Stum
Council member

AKC
Council member

Jandra D. Knolls
Council member

[Signature]
Council member

L. Zimmerman-Keith
Council member

[Signature]
Council member

ATTEST:

Linda M. Daniel
City Clerk

First Reading: August 13, 2024
Second Reading: September 19, 2024
Final Reading: October 1, 2024

**FIRE SERVICE AGREEMENT
AND
CONTRACT TO PURCHASE REAL AND PERSONAL PROPERTY**

This FIRE SERVICE AGREEMENT AND CONTRACT TO PURCHASE REAL AND PERSONAL PROPERTY ("**Agreement**") is made and entered into as of this 1st day of October 2024, by and between the City of Orangeburg, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "**City**"), and Orangeburg County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "**County**"), each a "**Party**" and together the "**Parties**".

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree that the City shall provide Fire Protection Services (as such term is defined herein) to the Contractual Service Area (as such term is defined herein) during the Term (as such term is defined herein) in exchange for Annual Payments (as such term is defined herein) from the County, all in accordance with the terms of this Agreement.

Section 1. Contractual Service Area.

A. With the consent of the City, the County, acting pursuant to an ordinance dated October 7, 2024, amended the Orangeburg County Fire District, a fire protection district created pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended ("**County Fire District**"), to include an area previously served by the City known as the "**City Donut**." The City Donut area is generally described as an unincorporated area of the County approximately five miles in width that is immediately adjacent to and surrounding the City's municipal limits. Notwithstanding the enactment of the County Ordinance, any inclusion of the City Donut into the County Fire District shall not become effective until the Effective Date (as defined below).

B. The City Donut area and several additional parcels that currently have a Class 10 Insurance Services Office (ISO) rating, together, comprise the "**Contractual Service Area**". Exhibit A, which is attached to and incorporated in this Agreement, includes a map that depicts the Contractual Service Area. The County shall not change the boundaries of the Contractual Service Area during the term of this Agreement without the prior written agreement of the City. However, to the extent any portion of the Contractual Service Area is annexed into the incorporated boundaries of the City, such area shall be removed from the Contractual Service Area, and the Contractual Service Area, including the map attached hereto as Exhibit A, shall be supplemented accordingly and such supplements shall be automatically incorporated within this Agreement.

Section 2. Term.

This Agreement commences with an initial term that shall begin at 12:01 a.m. on January 1, 2025 (the "**Effective Date**"), through 11:59 p.m. on February 28, 2030 (the initial January to February 28 period and each March 1 to February 28/29 period thereafter, the "**Billing Year**"). The initial term, (including any early termination by the City) and any renewal terms are generally referred to herein as the "**Term**". Upon the expiration of the initial term, this Agreement shall automatically renew for a term of five years ("**1st Renewal Term**") unless either Party provides written notice to the other Party not less than one year prior to the expiration of the initial term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the initial term, the Agreement will expire at 11:59 p.m. on February 28, 2035.

In the event of a 1st Renewal Term, the Agreement shall automatically renew for another renewal term of five years ("**2nd Renewal Term**") unless either Party provides written notice to the other Party of not less than one year prior to the expiration of the 1st Renewal Term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the 1st Renewal Term (if applicable), the Agreement will expire at 11:59 p.m. on February 29, 2040.

Section 3. Fire Protection Services Within Contractual Service Area; Fire Response Control; Reporting.

At all times during this Agreement, the City shall provide all Fire Protection Services within the Contractual Service Area. Fire Protection Services shall be performed within the Contractual Service Area at the same level, quality and consistency that the City provides within

the City's municipal boundaries. For purposes of this Agreement, "Fire Protection Services" means and includes fire suppression services (specifically including alarm response and response to fire calls), rescue services, fire origin and cause investigation, fire and life safety education, fire inspections, pre-incident planning, emergency medical services and basic life support on a non-transport basis, and hazardous materials response. The County shall perform fire code enforcement on all new construction and the City shall have the authority to perform fire code maintenance on existing buildings. In the event of fire code violations, the City shall inform the County to initiate enforcement. The City Fire Marshal and the County Fire Marshal shall operate jointly for the purposes of new construction and renovations. The County, acting through the Fire Marshal, shall act as the authority having jurisdiction (AHJ). The City shall lead and control all Fire Protection Services within the Contractual Service Area. This provision does not affect any mutual or automatic aid arrangements that are now in place or put into effect at any time during the Term.

Upon request of the County, but no more than once each Billing Year, the City shall provide fire service activity data to the County that identifies those fire suppression activities that the City has engaged in, both within the City's municipal limits and within the City Donut, as reported under the South Carolina Fire Incident Reporting System of the State Fire Marshall's Office. Upon any failure to timely provide the information required under this paragraph and notwithstanding Section 6 hereof, the County's sole remedy shall be an action for specific performance.

Section 4. Payment for Fire Protection Services Within the Contractual Service Area.

A. In exchange for the City's provision of Fire Protection Services within the Contractual Service Area during the Term, the County shall make an initial annual payment to the City in the amount of \$1,250,000 ("Annual Payments"). Beginning in the second Billing Year after the Effective Date and for each Billing Year thereafter that this Agreement is in effect, the Annual Payment shall be increased by an additional two percent (2%) of the Annual Payment from the prior Billing Year. All Annual Payments shall be due and payable on or before March 1 of each year. The initial Annual Payment shall be paid on or before March 1, 2025.

B. Debt service millage, which is tax millage levied exclusively to pay debt service for general obligation bonds issued for the benefit of the Fire District, is not subject to distribution to the City as part of the Annual Payment. Notwithstanding the foregoing, nothing herein shall prohibit the County from issuing general obligation bonds under the provisions of South Carolina law for the benefit of the County Fire District, including the Contractual Service Area.

C. The City shall (i) use the Annual Payments solely for the provision of Fire Protection Services within the Contractual Service Area and the City, (ii) incorporate the Annual Payments into the annual budget of the City, and (iii) audit the Annual Payments in accordance with generally accepted accounting practices, as applicable.

D. The County shall make available to the City for inspection, upon reasonable request, and without the necessity of a request for information under the South Carolina Freedom of Information Act, records related to the levy and the collection of tax millage levied within Contractual Service Area.

E. For avoidance of doubt, the appropriation and payment of each Annual Payment by the County to the City hereunder confirms and ratifies all obligations of the Parties under this Agreement, expressly including, but not limited to, the Buy-Out (as defined below).

Section 5. Obligation to Purchase Real Property and Improvements and Personal Property.

A. Upon the expiration of the last Term of this Agreement, or the failure to timely execute and deliver a new agreement for service to the Contractual Service Area by the Parties, the City, in its sole discretion and subject to the terms of this Agreement, may request a buy-out of certain of the City's real and personal property by the County as described in this Section 5 ("Buy-Out").

B. The City represents to the County that (i) the City owns the real property and improvements and personal property listed on Exhibit B attached hereto and incorporated into this Agreement, and (ii) the personal property listed on Exhibit B attached hereto and incorporated into this Agreement (a) has historically been assigned to and primarily located at one of the City fire

stations within the City Donut and used for Fire Protection Services within the City Donut, and (b) will be primarily assigned, located and used during the Term of this Agreement for Fire Protection Services within the Contractual Service Area. Incidental use of the personal property outside of the Contractual Service Area is allowed, such as in response to a mutual aid request or community safety event. Exhibit B may be supplemented from time to time during the pendency of this Agreement if and as any applicable new property is acquired by the City; any such supplements shall be automatically incorporated within this Agreement.

C. The City represents that the real property and improvements thereon listed on Exhibit B are, at the time of entry into this Agreement, solely owned in fee simple absolute and the City covenants that it will take no action or refrain from taking any action that is necessary to preserve its fee simple ownership of the real property and improvements through to the closing date of the Buy-Out. If the City determines to exercise the Buy-Out, the real property and improvements and personal property listed on Exhibit B, or such portions of the real property and improvements that the City, in its sole discretion, elects to sell, shall be appraised by an appraiser qualified and experienced in appraising special purpose property. If necessary, more than one appraiser may be engaged as necessary to separately evaluate the real property (and improvements thereon) and the personal property. The appraiser or appraisers, as applicable, shall be jointly agreed to by the Parties; however, if the Parties cannot agree on an appraiser or appraisers, as applicable, within thirty (30) days of this of the notice of non-renewal being provided, the appraiser or appraisers, as applicable, shall be chosen by the Party that did not exercise the notice of non-renewal. Notwithstanding the foregoing, in the event of the termination of the 2nd Renewal Term and absent a new agreement for Fire Protection Services between the Parties, the City will be solely responsible for choosing the appraiser or appraiser, as applicable. The valuations determined by the respective appraiser for the applicable property shall be provided to the Parties. If the City, acting in its sole discretion, determines to exercise the Buy-Out, the County agrees to pay 100% of the current fair market value for the real property (and improvements thereon) and the personal property (as determined by the applicable appraisal) at the closing of the Buy-Out. In the event of multiple appraisals, the current fair market value shall be the average of combined appraisals. Each Party shall pay its own costs in connection with the Buy-Out, including 50% of each appraiser's total fees and closing costs.

D. As necessary to memorialize the terms of the Buy-Out, the Parties shall file a short form memorandum of agreement regarding the Buy-Out and the same shall be recorded in the real property records of Orangeburg County as notice to the public of the County's interest in the real property. Additionally, as a standalone document or as part of the memorandum of agreement, the City, as condition of closing the Buy-Out, shall be required to represent and warrant the covenants recited in Exhibit C, attached hereto and incorporated into this Agreement. To further memorialize and effect the closing of the Buy-Out, the City shall deliver to the County: (i) a limited warranty deeds with documentary stamps, if any, in recordable form conveying good and marketable fee simple title to the subject real property and improvements, free and clear of all liens and encumbrances; and (ii) a bill of sale conveying title to all personal property transferred under the Buy-Out, free and clear of all liens and encumbrances.

E. To avoid a gap in Fire Protection Services for the Contractual Service Area and assuming the City notifies the County in writing of a decision to exercise the Buy-Out within 100 days of the end of the Term, the closing of the Buy-Out shall occur no later than the expiration date of the last Term of this Agreement. Failure to timely complete the Buy-Out by such deadline shall result in an automatic one-year extension of this Agreement and be subject to further one-year renewals until such time as the Buy-Out can be finalized and closed.

F. The Parties agree that the provisions of this Section 5 shall expressly survive any termination or expiration of this Agreement.

Section 6. Breach and Cure; Remedies.

In the event that a Party is in breach of this Agreement, the Parties may avail themselves of any remedy under law or equity to enforce the provisions hereof. No remedy conferred upon or reserved to the Parties under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from

time to time and as often as may be deemed expedient.

If either Party is to employ attorneys or incur reasonable expenses for the enforcement of performance or observance of any provision of this Agreement, the prevailing Party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 7. Miscellaneous.

A. Nothing in this Agreement shall affect any automatic or mutual aid agreements that may exist now or in the future between the County and the City.

B. Any successor of the County or City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties of the County and City hereunder.

C. If, by reason of force majeure, either Party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, then, in that event, said Party shall give notice, in writing, to the other Party, within a reasonable time thereafter, giving the full particulars of such force majeure. The obligations of the Party so affected shall thereupon be suspended and such suspension shall continue during the period in which such inability continues; provided, however, that the disabled Party shall endeavor with all reasonable dispatch, to remove or overcome such inability. The term "**force majeure**" as employed herein shall mean causes beyond the control of the Party claiming force majeure, including, but not limited to, Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina, including judicial orders, or any military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, storms, hurricanes, floods, wash-outs, droughts, arrests and restraints of government and people, civil disturbances, explosions, breakage or damage to machinery or pipelines.

D. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Orangeburg County
Attn: County Administrator
1437 Amelia Street
Orangeburg, SC 29115
Email: hyoung@orangeburgcounty.org

As to the City:

City of Orangeburg
Attn: City Administrator
933 Middleton Street
Orangeburg, SC 29115
Email: sidney.evering@orangeburg.sc.us

With an electronic copy to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

E. This Agreement expresses the complete and final understanding of the Parties in respect thereto and may not be changed in any way except by the instrument on writing signed by both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any option herein provided, shall in no way affect the validity of this Agreement. The exercise by either Party of any of its rights herein shall not preclude or prejudice such Party from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or preceding taken by such Party pursuant to this Agreement.

F. A waiver by either Party hereto of any breach of any provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of or be deemed to waive any future breaches of said provisions.

G. This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

H. In the event any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

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IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.



Connie N. Bates
Clerk to Council
Orangeburg County

ORANGEBURG COUNTY,
SOUTH CAROLINA

Joshua Wright, Jr.
Chairman
Orangeburg County Council

(Signature Page of the County)

IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF ORANGEBURG,
SOUTH CAROLINA**

[SEAL]

Michael C. Butler
Mayor

ATTEST:

Kuida McDowell
City Clerk
City of Orangeburg

(Signature Page of the City)

Exhibit A

Contractual Service Area

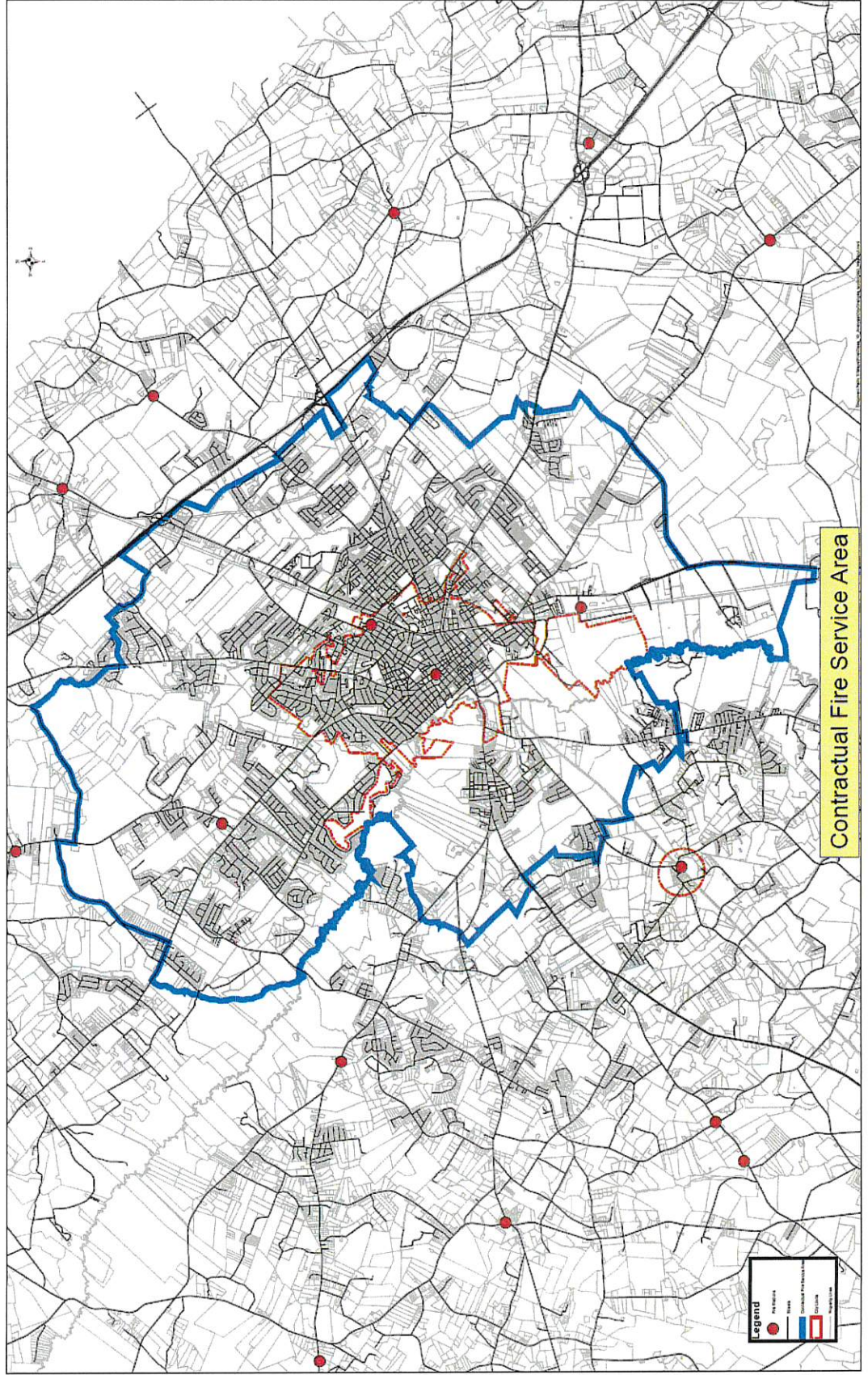


Exhibit B

Listing of Buy-Out Items

Real Property and Improvements Thereon

1. Fire Substation 3, which is located at 4098 Kennerly Road, Orangeburg, SC 29118 (TMS No. 0143-20-01-002-000) and including the appurtenant impound lot (with fencing, Conex box and dog kennels) and a Generac 40KW Diesel Generator; and
2. Fire Substation 4, which is located at 129 Prosperity Dr., Orangeburg, SC 29115 (TMS No. 0172-19-02-003-000), and including a Generac 40KW Diesel Generator.

Personal Property Assets

1. Engine 63: 2008 Ferrara Intruder 2, including vehicle inventory as described below; and
2. Engine 64: 2011 Ferrara Intruder 2, including vehicle inventory as described below.

Inventories and improvements are subject to change and may be supplemented as contemplated by the Agreement.

Engine 63 Loose equipment
2008 Ferrara

Front Bumper:

1. Single jacket rubber hose, 100' total
2. Akron Assault Nozzle, Style 4815, 1-1/2" size inlet, 95 gpm @ 100 psi

Cab and Body:

1. MSA Evolution Thermal Imaging Camera
 - a. 1 spare battery
 - b. Evolution Series TIC Vehicle-Mounted Charger
2. Zoll AED Plus
3. Hand lights (quantity: 4)
 - a. Streamlight LiteBox LED Firefighting Lantern
 - b. Streamlight charging rack – black, Part: 44350
4. MSA Altair 4XR Multigas Detector
 - a. Altair 4XR Detector Color (LEL, O2, CO, H2S)
5. Elevator keys
6. Motorola Radio
7. First aid bag
8. SCBA:
 - a. Scott Air-Pak SCBA (Quantity: 4)
 - b. Scott AV-3000 Facepiece size Medium (Quantity: 4)
 - c. Scott carbon-wrapped cylinder, 2216 psi, CGA threads (Quantity: 10)

(Included above in body.)

SCBA cylinder storage for 2 cylinders on left side forward.

SCBA cylinder storage for 2 cylinders on right side forward.

SCBA cylinder storage for 2 cylinders on right side rear.

Speed Lays: Webbing cover

1. National Fire Hose
 - a. Size: 1-3/4", Length: 50-foot, Thread type: NH, coupling size: 1-1/2", Color: Red (Quantity: 4)
 - b. Size: 1-3/4", Length: 50-foot, Thread type: NH, coupling size: 1-1/2", Color: White (Quantity: 4)
2. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi
3. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi

Monitor:

1. Elkhart Brass

Intake Valve:

2. Akron Intake Valve with swivel elbow inlet, 5" storz inlet
 - a. Storz cap with chain

L1: Engineer's Compartment

1. 1-1/2" fog nozzle

- a. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi
 - b. Akron E-Z Lok Nozzle Holder, Style 373, 1-1/2" size
- 2. 1-1/2" smooth bore nozzle
 - a. Akron Smoothbore nozzle, Style 1441, pistol grip, dual stacked tips
 - b. Akron E-Z Lok Nozzle Holder, Style 373, 1-1/2" size
- 3. 2-1/2" fog nozzle
 - a. Akron High Range Assault Nozzle, Style 4825, 2-1/2" size inlet, 250 gpm @50 psi
 - b. Akron E-Z Lok Nozzle Holder, Style 373, 2-1/2" size
- 4. Gated Wye Valve
- 5. Gate Valve
- 6. Spare hose:
 - a. 5" supply hose, 50'
 - b. 5" supply hose, 25'
 - c. 3" supply hose, 50'
 - d. 1-3/4" fire hose, 50'
- 7. Adapters, double male, double female, reducer
- 8. Rubber mallet
- 9. Storz wrenches with holder, includes 4 wrenches
- 10. Universal spanner wrench set
- 11. Akron Quick Attack Foam Tube, Style 796
- 12. Cellar nozzle
- 13. Hydrant Adapter

L2:

- 1. Hydrant Bag
 - a. Rubber mallet
 - b. Spanner wrenches
 - c. LDH spanner wrenches
 - d. Hydrant adapter
- 2. High rise pack:
 - a. Double jacket fire hose, 100' total
 - b. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi
 - c. Bag:
 - i. Gate Valve
 - ii. Spanner wrenches
 - iii. Reducer adapter
 - iv. Adjustable wrench
- 3. Salvage covers (Quantity: 4)

L3:

- 1. LDH manifold
- 2. Water cooler
- 3. Storz wrenches with holder, 4 wrenches
- 4. Universal spanner wrench set, includes hydrant wrench and two universal spanner wrenches, with holder

Ground Ladder:

- 1. Duo Safety 10' Aluminum Folding Ladder

2. Duo Safety 14' Aluminum Roof Ladder
3. Duo Safety 24' Aluminum Extension Ladder
4. Pike pole
 - a. Ziamatic 6' pike pole
 - b. Ziamatic 10' pike pole

B1:

1. PPV
 - a. Tempest Technology Positive Ventilation Fan
2. Smoke ejector
 - a. Tempest Technology electric smoke ejector
3. Traffic cones (Quantity: 4)

R3:

Powered saws

1. K-12, with vehicle mount
 - a. Tempest Technology VentMaster 397K
 - b. Tempest Technology All-Cut Rescue Diamond Blade
2. Vent master chain saw, with vehicle mount
 - a. Tempest Technology VentMaster chainsaw, Model No: 572HD-20-DG .404
 - b. Raptor Carbide chain
3. Small bucket
4. TruFuel premixed non-ethanol fuel
5. Bar and Chain oil

R2: Hand Tools

1. Pick head axe
2. Flat head axe
3. Flat shovel
4. Gas/Water key
5. Sledgehammer
6. Bolt Cutter

R1: Lighting and Salvage

1. Portable scene lights (Quantity: 3)
2. Storz wrenches with holder, includes 4 wrenches
3. Universal spanner wrench set, includes hydrant wrench and two universal spanner wrenches, with holder
4. Class AB foam (Quantity: 20 gallons)

Hose Bed: Cover needed

1. 5" supply hose, 1000'
2. 3" supply hose, 150'
3. 2-1/2" fire attack hose, 200', fog nozzle
4. 20' hard suction

Engine 64 Loose equipment
2001 Ferrara

Front Bumper:

1. Single jacket rubber hose, 100' total
2. Akron Assault Nozzle, Style 4815, 1-1/2" size inlet, 95 gpm @ 100 psi

Cab:

1. MSA Evolution Thermal Imaging Camera
 - a. 1 spare battery
 - b. Evolution Series TIC Vehicle-Mounted Charger
2. Zoll AED Plus
3. Hand lights (quantity: 4)
 - a. Streamlight LiteBox LED Firefighting Lantern
 - b. Streamlight charging rack – black
4. MSA Altair 5x Multigas Detector
 - a. Altair 5X Detector Color (LEL, O2, CO, H2S)
5. Elevator keys
6. Motorola Radio
7. Mobile-Vision Flashback HD, mounted on front windshield
8. First aid bag
 - a. Dyna Med Modular Trauma III BLS Kit
9. SCBA:
 - a. Scott Air-Pak SCBA (Quantity: 5)
 - b. Scott AV-3000 Facepiece size Medium (Quantity: 5)
 - c. Scott carbon-wrapped cylinder, 2216 psi, CGA threads (Quantity: 5)

SCBA cylinder storage for 2 cylinders on left side forward.

SCBA cylinder storage for 2 cylinders on right side forward.

Oil dry hopper on right side rear.

Speed Lays: Webbing cover

1. National N-Dura
 - a. Size: 1-3/4", Length: 50-foot, Thread type: NH, coupling size: 1-1/2", Color: Red (Quantity: 4)
 - b. Size: 1-3/4", Length: 50-foot, Thread type: NH, coupling size: 1-1/2", Color: White (Quantity: 4)
2. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi
3. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi

Cross Lay:

1. 2-1/2" hose, 200' total
2. Akron High Range Assault Nozzle, Style 4825, 2-1/2" size inlet, 250 gpm @ 50 psi

Monitor:

1. Elkhart

Intake Valve:

2. Akron Intake Valve with swivel elbow inlet, 5" storz inlet
 - a. Storz cap with chain

L1: Engineer's Compartment

1. 1-1/2" fog nozzle
 - a. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi
 - b. Akron E-Z Lok Nozzle Holder, Style 373, 1-1/2" size
2. 1-1/2" smooth bore nozzle
 - a. Akron Smoothbore nozzle, Style 1441, pistol grip, dual stacked tips
 - b. Akron E-Z Lok Nozzle Holder, Style 373, 1-1/2" size
3. 2-1/2" fog nozzle
 - a. Akron High Range Assault Nozzle, Style 4825, 2-1/2" size inlet, 250 gpm @ 50 psi
 - b. Akron E-Z Lok Nozzle Holder, Style 373, 2-1/2" size
4. Gated Wye Valve
5. Gate Valve
6. Spare hose:
 - a. 5" supply hose, 50'
 - b. 5" supply hose, 25'
 - c. 3" supply hose, 50'
 - d. 1-3/4" fire hose, 50'
7. Adapters, double male, double female, reducer
8. Rubber mallet
9. Kochek storz wrenches with holder, includes 4 wrenches
10. Kochek universal spanner wrench set
11. Akron Quick Attack Foam Tube, Style 796
12. Cellar nozzle
13. Hydrant Adapter

L2:

1. Hydrant Bag
 - a. Rubber mallet
 - b. Spanner wrenches
 - c. LDH spanner wrenches
 - d. Hydrant adapter
2. High rise pack:
 - a. Double jacket fire hose, 100' total
 - b. Akron Mid-Range Assault Nozzle, Style 4863, 1-1/2" size inlet, 150 gpm @ 75 psi
 - c. Bag:
 - i. Gate Valve
 - ii. Spanner wrenches
 - iii. Reducer adapter
 - iv. Adjustable wrench
3. Salvage covers (Quantity: 4)

L3:

1. LDH manifold
2. Water cooler
3. Kochek storz wrenches with holder, 4 wrenches

4. Kochek universal spanner wrench set, includes hydrant wrench and two universal spanner wrenches, with holder

Ground Ladder:

1. Duo Safety 10' Aluminum Folding Ladder
2. Duo Safety 14' Aluminum Roof Ladder
3. Duo Safety 24' Aluminum Extension Ladder
4. Pike pole
 - a. Ziamatic 6' pike pole
 - b. Ziamatic 10' pike pole

B1:

1. PPV
 - a. Tempest Technology Positive Ventilation Fan
2. Smoke ejector
 - a. Tempest Technology electric smoke ejector
3. Traffic cones (Quantity: 4)

R3:

Powered saws

1. K-12, with vehicle mount
 - a. Tempest Technology VentMaster 397K
 - b. Tempest Technology All-Cut Rescue Diamond Blade
2. Vent master chain saw, with vehicle mount
 - a. Tempest Technology VentMaster chainsaw, Model No: 572HD-20-DG .404
 - b. Raptor Carbide chain
3. Small bucket
4. TruFuel premixed non-ethanol fuel
5. Bar and Chain oil

R2: Hand Tools

1. Pick head axe
2. Flat head axe
3. Flat shovel
4. Gas/Water key
5. Sledgehammer
6. Bolt Cutter

R1: Lighting and Salvage

1. Portable scene lights (Quantity: 3)
2. Genesis Combi Tool
3. Kochek storz wrenches with holder, includes 4 wrenches
4. Kochek universal spanner wrench set, includes hydrant wrench and two universal spanner wrenches, with holder
5. Class AB foam (Quantity: 20 gallons)

Hose Bed: Cover needed

1. 5" supply hose, 1000'

2. 3" supply hose, 150'
3. 2-1/2" fire attack hose, 200', fog nozzle
4. 20' hard suction

Exhibit C

Closing Covenants

As a condition for consummating the Buy-Out and closing on the real property and improvements thereon (for purposes of this Exhibit C, the "**Property**"), the City shall represent and warrant to the County as follows:

(a) City has no knowledge of, and has received no notice from, any governmental authority requiring any work, repairs, construction, alterations, or installations on or in connection with the Property, or asserting any violation of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Property, including, without limitation, the Americans with Disabilities Act and any applicable environmental requirements promulgated by the South Carolina Department of Health and Environmental Control or the U.S. Environmental Protection Agency. There is no action, suit or proceeding pending or threatened against or affecting City or the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(b) No assessments or charges for any public improvements have been made against the Property that remain unpaid, no improvements to the Property or any roads or facilities abutting the Property have been made or ordered for which a lien, assessment or charge can be filed or made against the Property, and City has no knowledge of any plans for improvements by any governmental or quasi-governmental authority that might result in a special assessment against the Property. City has incurred no obligations relating to the installation of or connection to any utilities or utility connections that shall be enforceable against the Property, and, to the extent that City is obligated to do so, all utility improvements ordered, advertised, commenced, or completed prior to the date of closing for the Property ("**Closing**") shall be paid for in full by City prior to the Closing.

(c) To the City's knowledge: (i) there has been no disposal, burial or placement of Hazardous Materials (as defined below) on or about the Property; (ii) the Property and City are not in violation of any environmental requirements; (iii) there is no contamination, pollution or danger of pollution resulting from a condition on or under the Property or on or under any lands in the vicinity of the Property; (iv) there are no storage tanks on the Property; (v) City has disclosed to County all information in City's possession relating to the environmental condition of the Property. City has not received any information from neighboring property owners indicating they have any concerns about existing environmental conditions that could affect the Property or suggesting they might look to City for contribution to clean up such conditions. "**Hazardous Materials**" shall mean storing, processing, disposing, releasing, or discharging onto the Property harmful substances, wastes, materials, pollutants, or contaminants, including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials (which include hazardous constituents) or any other substances or materials which are included under or regulated by environmental laws.

(d) There are no management, service, equipment, supply, maintenance, water, sewer,

or other utility or concession agreements with municipalities or county government (including improvement or development escrows or bonds) with respect to or affecting the Property that, to the best of the City's knowledge, will burden the Property or County after Closing in any manner whatsoever, except for instruments of record.

(e) The Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

(f) City is the holder of fee simple title to the Property, and there are no other owners having any interest in the Property.

(g) There are no existing leases, whether oral or written, sale agreements, options, licenses or any other claims to possession affecting the Property.

(h) All mortgages affecting the Property, if any, can be released at Closing by a payoff amount that is less than the purchase price. Current mortgages, if any, shall be disclosed to County prior to Closing.

(i) There are no proceedings pending or threatened by or against City in bankruptcy, insolvency or reorganization in any state or federal court.

(j) City is a duly existing legal entity organized and existing under the laws of the State of South Carolina and has the power and authority sell the Property. The consummation of the sale of the Property does not and will not constitute a violation or breach of the organizational documents of City, or of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound. The sale of the Property has been approved by the City through its governing body, and no further corporate action is required on the part of City to consummate the sale of the Property. The officers or agents for the City necessary to consummate the sale of the Property have due and proper authority to so act and bind the City.

(k) No representation, statement or warranty by City contained in the foregoing findings contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading. If, after City's certification of these items, any event occurs or condition exists which renders any of the representations contained herein untrue or misleading, City shall promptly notify County.